



City of Diamond Bar City Council Agenda

Chia Yu Teng, Mayor
Steve Tye, Mayor Pro Tem
Andrew Chou, Council Member
Stan Liu, Council Member
Ruth M. Low, Council Member

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

Meeting Date: Tuesday, September 16, 2025

Closed Session 5:30 p.m.
Regular Meeting 6:30 p.m.

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

WELCOME TO A MEETING OF THE DIAMOND BAR CITY COUNCIL

Meetings are open to the public, and you are invited to attend and participate.

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 and on the City's website. The City Council may take action on any item listed on the agenda.

HOW TO ACCESS THE MEETING REMOTELY

Television: Spectrum Cable Channel 3 and Frontier FiOS television Channel 47
Internet: [City's YouTube Channel](https://www.diamondbarca.gov/youtube) (diamondbarca.gov/youtube)
Listen: Call +1 (213) 929-4212, Access Code: 160-301-504
Participate: [Join Go To Webinar](https://attendee.gotowebinar.com/register/6216752443047507799)
(https://attendee.gotowebinar.com/register/6216752443047507799)

RESOURCES

Copies of agendas and agenda packets are on file and available for public inspection at the City Clerk's Office at 21810 Copley Drive, Diamond Bar, CA 91765 or online at www.diamondbar.gov/agendas. For more information about agendas or rules of the City Council, please [email the City Clerk's office](mailto:cityclerk@diamondbarca.gov) (cityclerk@diamondbarca.gov) or call 909-839-7010.

AMERICANS WITH DISABILITY ACT ACCOMMODATION

In compliance with the Americans with Disabilities Act, if you need special assistance, a disability-related modification or accommodation, agenda materials in an alternative format, or auxiliary aids to participate in this meeting, please [email the City Clerk's office](mailto:cityclerk@diamondbarca.gov) (cityclerk@diamondbarca.gov) or call 909-839-7010 as soon as possible. Providing at least 72 hours' notice will help ensure that reasonable arrangements can be made.

PUBLIC INPUT

The public may provide public comment by attending the meeting in person, by sending an email, or by logging into the teleconference. Please [email public comments to the City Clerk](#)

(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 City Council Members, noted for the record at the meeting, and posted on the City's official agenda webpage: www.diamondbarca.gov/agendas. 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.

Speakers are limited to five (5) 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. Any material to be submitted to the City Council at the meeting should be submitted through the City Clerk.

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.

LIVE MEETING NOTICE

This meeting is being video recorded and by participating you are giving your permission to be televised. This meeting will be rebroadcast every Saturday and Sunday at 9:00 a.m. and alternate Tuesdays at 8:00 p.m.

1. CLOSED SESSION:

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

CLOSED SESSION PUBLIC COMMENT

The Public Comment portion of the City Council Closed Session is limited to matters appearing on the Closed Session. Additional opportunities for further Public Comment will be given during and at the end of the regular meeting.

Public Employee Performance Evaluation

Pursuant to Government Code section 54957

Title: City Manager

2. CALL TO ORDER: 6:30 p.m., Main Auditorium

PLEDGE OF ALLEGIANCE: Mayor Teng

INVOCATION: Pastor Moses Silva, Calvary Chapel Golden Springs

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

APPROVAL OF AGENDA: Mayor Teng

3. SPECIAL PRESENTATIONS, CERTIFICATES, PROCLAMATIONS:

3.1 World Taekwondo Day Proclamation.

3.2 Certificates in Recognition of Diamond Bar Evergreen Club 35th Anniversary.

4. CITY MANAGER REPORTS AND RECOMMENDATIONS:

4.1 57/60 Confluence Project Update.

5. 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.

6. SCHEDULE OF FUTURE EVENTS:

6.1 Coffee with a Cop - September 17, 2025, 6:00 - 8:00 p.m., The Coffee Bean & Tea Leaf, 235 S. Diamond Bar Blvd., Ste. A

6.2 Planning Commission Meeting - September 23, 2025, 6:30 p.m., City Hall Windmill Room, 21810 Copley Dr.

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- 6.3 Free Catalytic Converter Etching - September 24, 2025, 9:00 - 11:00 a.m., Calvary Chapel Golden Springs, 22324 Golden Springs Dr.
 - 6.4 Meet Your Public Safety Service Providers - September 24, 2025, 6:00 - 8:00 p.m., City Hall Windmill Room, 21810 Copley Dr.
 - 6.5 Parks and Recreation Commission Meeting - September 25, 2025, 6:30 p.m., City Hall Windmill Room, 21810 Copley Dr.
 - 6.6 Coffee with a Cop - October 1, 2025, 8:00 - 10:00 a.m., Walnut/Diamond Bar Sheriff's Station, 21695 Valley Blvd., Walnut
 - 6.7 City Council Meeting - October 7, 2025, 6:30 p.m., South Coast Air Quality Management District, Auditorium, 21865 Copley Dr.

7. **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 City Council Member or member of the public request otherwise, in which case, the item will be removed for separate consideration.

- 7.1 City Council Minutes of the August 19, 2025 Regular Meeting.

Recommended Action:

Approve the August 19, 2025 Regular City Council meeting minutes.

- 7.2 Ratification of Check Register Dated August 6, 2025 through September 9, 2025 totaling \$4,490,869.50.

Recommended Action:

Ratify the Check Register.

- 7.3 Treasurer's Statement.

Recommended Action:

Approve the July 2025 Treasurer's Statement.

- 7.4 Consultant Services Agreement with De Novo Planning Group.

Recommended Action:

Approve, and authorize the City Manager to sign the Consultant Services Agreement with De Novo Planning Group to prepare the necessary environmental documents pursuant to the California Environmental Quality Act in the not-to-exceed amount of \$115,651.

- 7.5 Diamond Bar Home Improvement Program Policy Updates.

Recommended Action:

A. Determine that the proposed action does not constitute a project under the California Environmental Quality Act ("CEQA") pursuant to the ministerial projects exemption (14 CCR §§ 15061(b)(1) and 15268); and

B. Adopt Resolution No. 2025-32 approving the updated Program Policies for the City's Home Improvement Program.

- 7.6 Maintenance Services Agreement with Pyro-Comm Systems, Inc. for Diamond Bar City Hall Fire Alarm System Replacement.

Recommended Action:

A. Determine that it is in the best interest of the City for the City Council to waive the bidding requirements per Section 3.24.090 (g) of the City's Purchasing Ordinance;

B. Appropriate \$119,500 from the Building Facility & Maintenance Fund (504) for the replacement of the fire alarm system at Diamond Bar City Hall;

C. Appropriate \$15,500 from the General Fund (100) for fire alarm testing, inspection, monitoring, and maintenance services for the fire alarm system at Diamond Bar City Hall; and

D. Approve, and authorize the City Manager to sign the Maintenance Services Agreement with Pyro-Comm Systems, Inc.

- 7.7 Appropriation for Special Legal Counsel Services.

Recommended Action:

Appropriate \$100,000 from the General Fund Unassigned fund balance for Special Legal Services.

- 7.8 Hispanic Heritage Month Proclamation.

Recommended Action:

Adopt a Proclamation declaring September 15 - October 15, 2025 as Hispanic Heritage Month.

- 7.9 Childhood Cancer Awareness Month Proclamation.

Recommended Action:

Adopt a Proclamation declaring September as Childhood Cancer Awareness Month.

8. PUBLIC HEARINGS: None.

9. COUNCIL CONSIDERATION: None.

10. COUNCIL SUB-COMMITTEE REPORTS AND MEETING ATTENDANCE REPORTS:

11. ADJOURNMENT:

CERTIFICATION

I, Kristina Santana, MMC, City Clerk, City of Diamond Bar, hereby certify, under penalty of perjury under the laws of the State of California that the foregoing notice was posted pursuant to Government Code Section 54950 Et. Seq., not less than 72 hours prior to the meeting, at the following locations: Diamond Bar City Hall Kiosk, Diamond Bar City Hall Bulletin Board, City website: www.diamondbarca.gov, and Diamond Bar Library.

Kristina Santana, MMC
City Clerk

Date Posted: September 11, 2025



CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: City Council Minutes of the August 19, 2025 Regular Meeting.

STRATEGIC GOAL: Open, Engaged and Responsive Government

RECOMMENDATION:

Approve the August 19, 2025 Regular City Council meeting minutes.

FINANCIAL IMPACT:

None.

BACKGROUND:

Government Code Section 36814 mandates the City Clerk to keep an accurate record of the City Council's proceedings.

ANALYSIS:

Minutes have been prepared and are being presented for approval.

PREPARED BY:

Kristina Santana, City Clerk, City Clerk's Office

ATTACHMENTS:

1. August 19, 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
AUGUST 19, 2025**

1. **CLOSED SESSION:** 5:30 p.m. – Room CC-8. All Council Members were present.

PUBLIC COMMENTS: None offered.

Public Employee Performance Evaluation

Pursuant to Government Code Section 54957

Title: City Manager

Mayor Teng adjourned the Closed Session at 6:28 p.m.

2. **CALL TO ORDER:** Mayor Teng called the Regular City Council meeting to order at 6:32 p.m. in the South Coast Air Quality Management District Main Auditorium, 21865 Copley Drive, Diamond Bar, CA 91765.

PLEDGE OF ALLEGIANCE: Mayor Pro Tem Steve Tye.

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; Arellano, Community Relations Manager; Joan Cruz, Administrative Coordinator; Kristina Santana, City Clerk.

Staff present telephonically: Greg Gubman, Community Development Director; Ryan Wright, Parks & Recreation Director; David Liu, Public Works Director/City Engineer; Hal Ghafari, Public Works Manager/Assistant City Engineer.

Others present: Nancy Farias, Deputy, Diamond Bar/Walnut Sheriff's Station; William Gamble, Los Angeles County Fire Department Acting Assistant Fire Chief.

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

3. SPECIAL PRESENTATIONS, CERTIFICATES, PROCLAMATIONS:

- 3.1 Certificate of Recognition for Los Angeles County Fire Community Services Liaison Leticia Pacillas.

The City Council recognized Leticia Pacillas and wished her well on her retirement.

4. CITY MANAGER REPORTS AND RECOMMENDATIONS: None.**5. PUBLIC COMMENTS:**

The following provided public comments:

Cynthia Yu, Diamond Bar Library Manager
Ken Santolla, resident
Dave Reynolds, resident
Allen Wilson, resident

CC/Santana reported that no emails were submitted for public comment and no guests on the teleconference line requested to speak under Public Comments.

- 6. SCHEDULE OF FUTURE EVENTS:** CM/Fox presented the Schedule of Future Events.

- 7. CONSENT CALENDAR:** C/Chou moved, C/Liu seconded, to approve the Consent Calendar with the exception of Items 7.3 and 7.4. 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

- 7.1 Approved August 5, 2025 City Council Study Session and Regular Meeting Minutes.

- 7.2 Ratified Check Register Dated July 23, 2025 through August 5, 2025 Totaling \$1,246,872.18.

ITEMS WITHDRAWN FROM CONSENT CALENDAR:

- 7.3 Agreement with City of Commerce for Exchange of Proposition A Funds.

CM/Fox responded to Council Member questions.

After further discussion, C/Low moved, C/Chou seconded to:

- A. Adopt Resolution No. 2025-30 approving, and authorizing the City Manager to sign, the Funds Exchange Agreement selling \$1,333,333 of Proposition A Funds to the City of Commerce; and
- B. Appropriate \$1,333,333 from the Proposition A Fund and recognize \$1,000,000 in Park & Facility Development Fund (262) revenue for the exchange.

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

- 7.4 Installation of Stop Signs at the Intersections of Hawkwood Road with Chirping Sparrow Road, Ambushers Street, and Barbi Lane.

PWD/Liu and CM/Fox responded to Council Member questions.

After further discussion, MPT/Tye moved, C/Liu seconded to Adopt Resolution No. 2025-31 approving the installation of three (3) stop signs and associated legend markings at the intersections of Hawkwood Road with Chirping Sparrow Road, Ambushers Street, and Barbi Lane.

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. **PUBLIC HEARINGS: None.**

9. **COUNCIL CONSIDERATION: None.**

10. **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 reported attending the San Gabriel Valley Council of Governments meeting and provided a brief update on the 57/60 Confluence project.

Mayor Pro Tem Tye reported attending the Walnut Valley Education Foundation Annual Golf Tournament.

Council Member Low reported attending the Diamond Bar Senior Club meeting.

Mayor Teng reported attending the Walnut Valley Water District's showcase for their new Heli-Hydrant in the City of Industry and Assembly Member Lisa Calderon's Wildfire Safety Workshop.

- 11. ADJOURNMENT:** With no further business to conduct, M/Teng adjourned the Regular City Council Meeting at 7:34 p.m.

Respectfully Submitted,

Kristina Santana, City Clerk

The foregoing minutes are hereby approved this 16th day of September, 2025.

Chia Yu Teng, Mayor



CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Ratification of Check Register Dated August 6, 2025 through September 9, 2025 totaling \$4,490,869.50.

STRATEGIC GOAL: Responsible Stewardship of Public Resources

RECOMMENDATION:

Ratify the Check Register.

FINANCIAL IMPACT:

Expenditure of \$4,490,869.50.

BACKGROUND:

The City has established the policy of issuing accounts payable checks on a bi-weekly basis with City Council ratification at the next scheduled City Council Meeting. The attached check register containing checks dated August 6, 2025 through September 9, 2025 totaling \$4,490,869.50 is being presented for ratification.

ANALYSIS:

All payments have been made in compliance with the City's purchasing policies and procedures. The attached Affidavit affirms that the check register has been audited and deemed accurate.

PREPARED BY:

Luisa Allen, Senior Accounting Technician, Finance

ATTACHMENTS:

1. Check Register Affidavit 9-16-2025
2. Check Register 9-16-2025

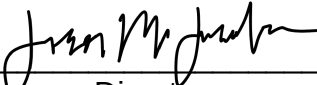


CITY OF DIAMOND BAR CHECK REGISTER AFFIDAVIT

The attached listings of demands, invoices, and claims in the form of a check register including checks dated August 6, 2025 through September 9, 2025 has been audited and is certified as accurate. Payments have been allowed from the following funds in these amounts:

Description	Amount
General Fund	\$1,748,905.53
Measure W Local Return Fund	\$26,905.95
Measure M Local Return Fund	\$231,854.03
Measure R Local Return Fund	\$231,721.17
Prop A Transit Tax Fund	\$1,387,089.19
Prop C Transit Tax Fund	\$26,373.25
LLAD 38 Fund	\$73,352.45
LLAD 39 Fund	\$88,781.22
LLAD 41 Fund	\$28,292.50
Integrated Waste Mgmt Fund - AB939	\$15,061.55
Vehicle Maintenance & Equip Fund	\$6,632.49
Community Dev Block Grant Fund	\$81,815.20
Capital Imprv Project Fund	\$13,511.19
Building Facility & Maint Fund	\$12,417.13
Road Maint & Rehab Fund	\$310,669.91
Self Insurance Fund	\$4,358.00
Technology Reserve Fund	\$69.43
Beverage Cntnr Recycling Grant Fund	\$5,539.32
Park & Facility Dev Fund	\$119,874.13
Community Organization Support Fund	\$750.00
Pool Cash Fund	\$51,892.60
COVID-19 Recovery Fund	\$299.78
Equip Maint & Replacement Fund	\$24,703.48
	<u>\$4,490,869.50</u>

Signed:



Finance Director
Jason M. Jacobsen

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
16375	8/7/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 1798 DBB/22566 GLDN SPRGS - LS-1	100655	52210	\$191.13
CHECK TOTAL							\$191.13
16376	8/7/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 21250 GOLDEN SPRINGS - LS-2	100655	52210	\$85.19
CHECK TOTAL							\$85.19
16377	8/7/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 21325 PATHFINDER RD - LS-2	100655	52210	\$233.40
CHECK TOTAL							\$233.40
16378	8/7/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 1025 BREA CYN - LS-2	100655	52210	\$135.55
CHECK TOTAL							\$135.55
16379	8/7/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 22805 GLDN SPRNGS - LS-2	100655	52210	\$106.48
CHECK TOTAL							\$106.48
16380	8/7/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 809 S DBB - LS-2	100655	52210	\$110.19
CHECK TOTAL							\$110.19
16381	8/7/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - VARIOUS LS-1	100655	52210	\$646.09
CHECK TOTAL							\$646.09
16382	8/7/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 1003 GLDN SPRGS - LS-2	100655	52210	\$112.17
CHECK TOTAL							\$112.17
16383	8/7/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 553 N DBB/ETC - TC-1	100655	52210	\$1,260.89
CHECK TOTAL							\$1,260.89
16384	8/7/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - BREA CYN/OAKCREST - LS-2	100655	52210	\$64.49
CHECK TOTAL							\$64.49
16385	8/7/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - BREA CYN/FALLOWFIELD - LS-2	100655	52210	\$84.65
CHECK TOTAL							\$84.65
16386	8/7/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 3201 S DBB - LS-2	100655	52210	\$127.79
CHECK TOTAL							\$127.79

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
16387	8/7/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 21010 WASHINGTON - LS-2	100655	52210	\$101.62
CHECK TOTAL							\$101.62
16388	8/7/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 24230 GLDN SPRGS - LS-2	100655	52210	\$80.86
CHECK TOTAL							\$80.86
16389	8/7/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 2201 DBB - LS-2	100655	52210	\$85.19
CHECK TOTAL							\$85.19
16391	8/7/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - DBB N/W @ TEMPLE - TC-1	100655	52210	\$104.57
CHECK TOTAL							\$104.57
16392	8/7/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 1DBB/TEMPLE - LS-2	100655	52210	\$121.64
CHECK TOTAL							\$121.64
16393	8/7/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 21615 GATEWAY CTR - LS-2	100655	52210	\$85.19
CHECK TOTAL							\$85.19
16394	8/7/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 3798 S BREA CYN - LS-2	100655	52210	\$63.89
CHECK TOTAL							\$63.89
16403	8/14/2025	AGRICULTURAL COM WGHTS & MEASURES		WEED ABATEMENT FY24-25 (PARKS/D38/D39)	238638	55524	\$1,949.94
	8/14/2025	AGRICULTURAL COM WGHTS & MEASURES		WEED ABATEMENT FY24-25 (PARKS/D38/D39)	100630	52320	\$13,434.15
	8/14/2025	AGRICULTURAL COM WGHTS & MEASURES		WEED ABATEMENT FY24-25 (PARKS/D38/D39)	239639	55526	\$40,725.96
	8/14/2025	AGRICULTURAL COM WGHTS & MEASURES		WEED ABATEMENT FY24-25 (PARKS/D39)	239639	55526	\$5,366.46
	8/14/2025	AGRICULTURAL COM WGHTS & MEASURES		WEED ABATEMENT FY24-25 (PARKS/D39)	100630	52320	\$12,049.47
CHECK TOTAL							\$73,525.98
16404	8/14/2025	AIRGAS INC		RENTAL ARGON (070125-073125)	100630	51200	\$105.18
CHECK TOTAL							\$105.18
16405	8/14/2025	AMERICOMP TONER & REPAIR LLC		MAINT -COPIERS/PRINTERS - 1ST QTR - FY 25-26	100230	55000	\$2,275.75
	8/14/2025	AMERICOMP TONER & REPAIR LLC		TONERS FOR COPIERS AND PRINTERS - FY 25-26	100230	51200	\$2,848.80

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	8/14/2025	AMERICOMP TONER & REPAIR LLC		TONERS FOR COPIERS AND PRINTERS	100230	51200	\$3,384.56
						CHECK TOTAL	\$8,509.11
16406	8/14/2025	ANIMAL PEST MANAGEMENT SERVICES INC		COMPREHENSIVE PEST MGMT SVCS (JULY2025) FY25-26	100630	51200	\$70.00
	8/14/2025	ANIMAL PEST MANAGEMENT SERVICES INC		COMPREHENSIVE PEST MGMT SVCS (JULY2025) FY25-26	100510	52320	\$105.00
	8/14/2025	ANIMAL PEST MANAGEMENT SERVICES INC		COMPREHENSIVE PEST MGMT SVCS (JULY2025) FY25-26	100620	52320	\$120.00
						CHECK TOTAL	\$295.00
16407	8/14/2025	ATKINSON, ANDELSON, LOYA, RUUD & ROMO		LEGAL - PROFESSIONAL SERVICES	100220	54900	\$1,833.30
						CHECK TOTAL	\$1,833.30
16408	8/14/2025	ROBYN A BECKWITH		PLANT SERVICE (AUG/2025)	100510	52320	\$275.00
	8/14/2025	ROBYN A BECKWITH		PLANT SERVICE (AUG/2025)	100620	52320	\$380.00
						CHECK TOTAL	\$655.00
16409	8/14/2025	LINGO TELECOM LLC		CITYWIDE ANALOG PHONE SERVICE - AUG 2025	100230	52200	\$4,204.82
						CHECK TOTAL	\$4,204.82
16410	8/14/2025	CALIFORNIA CITY MANAGEMENT FOUNDATION		MEMBERSHIP & DUES	100130	52400	\$400.00
						CHECK TOTAL	\$400.00
16411	8/14/2025	CALIFORNIA JPIA		POLLUTION LIABILITY INS PROG-FY 25/26	501220	57204	\$4,358.00
						CHECK TOTAL	\$4,358.00
16412	8/14/2025	CDW GOVERNMENT		PURCHASE OF USB WEBCAMS (5)	100230	51300	\$349.50
	8/14/2025	CDW GOVERNMENT		ANNUAL RENEWAL - WASABI - FY 25-26	100230	52314	\$2,901.27
						CHECK TOTAL	\$3,250.77
16413	8/14/2025	CHEM PRO LABORATORY INC		QTRLY WATER MGMT (090125-123125/DBC)	100510	52310	\$193.76
	8/14/2025	CHEM PRO LABORATORY INC		WATER TREATMENT (CITYHALL/AUG)	100620	52320	\$187.95
						CHECK TOTAL	\$381.71
16414	8/14/2025	CHICAGO TITLE COMPANY		CDBG HIP 1165 CLEAR CREEK CANYON JUNE 2025	225440	54900	\$50.00

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$50.00
16415	8/14/2025	CIVICPLUS LLC		MUNICIPAL CODE SUBSCRIPTION	100140	54900	\$3,917.00
						CHECK TOTAL	\$3,917.00
16416	8/14/2025	CREATE & LEARN INC		INSTRUCTOR PAYMENT - COMPUTER - SUM 25	100520	55320	\$528.00
						CHECK TOTAL	\$528.00
16417	8/14/2025	DDS LEARNING SYSTEMS INC		INSTRUCTOR PAYMENT - EDUCATION - SUM 25	100520	55320	\$2,034.00
						CHECK TOTAL	\$2,034.00
16418	8/14/2025	DEANE HOMES SWIM CLUB		DAY CAMP POOL EXCURSION FOR JULY 2025	100520	53520	\$2,380.00
						CHECK TOTAL	\$2,380.00
16419	8/14/2025	ECOFERT INC		FERTILIZER INJECTION SYSTEM - JULY 2025 SERVICE	100630	52320	\$1,207.00
						CHECK TOTAL	\$1,207.00
16420	8/14/2025	EDUARDO M QUINTERO		RETENTION CONTRACT WITHHOLDING: 25000079	504	29004	\$2,475.00
						CHECK TOTAL	\$2,475.00
16421	8/14/2025	FRANCOISE S ZAMBRA		INSTRUCTOR PAYMENT - FITNESS - SUM 25	100520	55320	\$228.00
						CHECK TOTAL	\$228.00
16422	8/14/2025	GERGIS BEBAWY		CDBG - AREA 5 CURB RAMP - FY 24-25	225610	56101	\$73,222.20
	8/14/2025	GERGIS BEBAWY		CDBG AREA 5 CURB RAMP - FY 24-25	225610	56101	\$7,676.00
						CHECK TOTAL	\$80,898.20
16423	8/14/2025	GOTO COMMUNICATIONS INC		CITYWIDE PHONE SERVICE - AUG 2025	100230	52200	\$3,334.96
						CHECK TOTAL	\$3,334.96
16424	8/14/2025	GOVCONNECTION INC		PURCHASE OF EXTERNAL HARD DRIVES (2) - FY 25-26	100230	51200	\$438.71
						CHECK TOTAL	\$438.71
16425	8/14/2025	WOODS MAINTENANCE SERVICES INC		GRAFFITI REMOVAL - JULY 2025	100430	55540	\$3,655.00
						CHECK TOTAL	\$3,655.00
16426	8/14/2025	HDL COREN & CONE		FY 24/25 ACFR STATISTICAL PACKAGE	100210	54010	\$795.00

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$795.00
16427	8/14/2025	HELIX ENVIRONMENTAL PLANNING INC		CANYON LOOP TRAIL RESTORATION	301630	56104	\$13,263.69
						CHECK TOTAL	\$13,263.69
16428	8/14/2025	HODGMAN ENTERPRISES		PRINTING AND MAILING OF FALL 2025 RECREATION GUIDE	100240	52110	\$13,122.98
						CHECK TOTAL	\$13,122.98
16429	8/14/2025	HOME DEPOT CREDIT SERVICES		CITYHALL MAINTENANCE REPAIRS(JKOLB070225)	100620	51200	\$91.14
	8/14/2025	HOME DEPOT CREDIT SERVICES		MAINTENANCE SUPPLIES (CITYHALL/WINDMILL)	100620	51200	\$387.57
						CHECK TOTAL	\$478.71
16430	8/14/2025	INDIANA AUTO WRECKING INC		VEH MAINT - P/WORKS	502655	56115	\$978.75
						CHECK TOTAL	\$978.75
16431	8/14/2025	ITERIS INC		CS - ON-CALL TS TIMING SUPPORT - JUN 25 - FY 24-25	207650	54410	\$5,791.26
						CHECK TOTAL	\$5,791.26
16432	8/14/2025	JACKSON'S AUTO SUPPLY/NAPA		OPERATING SUPPLIES (JK071725)	100620	51200	\$25.85
						CHECK TOTAL	\$25.85
16433	8/14/2025	JUCCHOU CORP		CONTRACT CLASS - GOLF	100520	55320	\$2,400.00
						CHECK TOTAL	\$2,400.00
16434	8/14/2025	KENS HARDWARE		ROAD MAINTENANCE SUPPLIES (JG080125)	100655	51250	\$48.25
						CHECK TOTAL	\$48.25
16435	8/14/2025	KEPT COMPANIES INC		FLEET WASHING SERVICE (INTERIOR 080825)	502655	52312	\$105.00
	8/14/2025	KEPT COMPANIES INC		FLEET WASHING SERVICE (INTERIOR 080825)	502430	52312	\$140.00
	8/14/2025	KEPT COMPANIES INC		FLEET WASHING SERVICE (INTERIOR 080825)	502620	52312	\$140.00
	8/14/2025	KEPT COMPANIES INC		FLEET WASHING SERVICE (INTERIOR 080825)	502630	52312	\$175.00
						CHECK TOTAL	\$560.00
16436	8/14/2025	KIMLEY HORN AND ASSOCIATES INC		ON-CALL TRAFFIC ENGR - THRU 3/31/25 FY 24-25	100615	54410	\$10,119.87

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$10,119.87
16437	8/14/2025	LAW OFFICES OF ANGEL HO INC		LEGAL PROFESSIONAL SERVICES	100220	54900	\$7,770.00
						CHECK TOTAL	\$7,770.00
16438	8/14/2025	LOOMIS		COURIER SERVICES - JULY 2025	100210	54900	\$796.20
	8/14/2025	LOOMIS		COURIER SERVICES - JULY 2025	100510	54900	\$796.20
						CHECK TOTAL	\$1,592.40
16439	8/14/2025	LOS ANGELES COUNTY SHERIFF'S DEPT		FY2024-25 LA COUNTY SHERIFF HELICOPTER MAY 2025	100310	55402	\$196.59
	8/14/2025	LOS ANGELES COUNTY SHERIFF'S DEPT		FY2024-25 LA COUNTY SHERIFF GEN LAW JUNE 2025	100310	55400	\$809,676.05
	8/14/2025	LOS ANGELES COUNTY SHERIFF'S DEPT		FY2024-25 LA COUNTY SHERIFF CAV CHAPEL JUNE 2025	100310	55402	\$12,169.38
	8/14/2025	LOS ANGELES COUNTY SHERIFF'S DEPT		FY2024-25 LA COUNTY SHERIFF CONCERTS JUNE 2025	100520	55402	\$6,042.71
	8/14/2025	LOS ANGELES COUNTY SHERIFF'S DEPT		FY2024-25 LA COUNTY SHERIFF HELICOPTER JUNE 2025	100310	55402	\$810.95
						CHECK TOTAL	\$828,895.68
16440	8/14/2025	LOWE'S BUSINESS ACCOUNT		MAINTENANCE SUPPLIES (CITYHALL/JK)	100620	51200	\$123.13
						CHECK TOTAL	\$123.13
16441	8/14/2025	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD38/39/41)	241641	55524	\$5,797.59
	8/14/2025	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD38/39/41)	239639	55524	\$14,140.68
	8/14/2025	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD38/39/41)	238638	55524	\$16,970.88
	8/14/2025	MCE CORPORATION		LANDSCAPE MAINTENANCE D38/REPLACE SOLAR BATTERY	238638	52320	\$2,054.00
						CHECK TOTAL	\$38,963.15
16442	8/14/2025	MERCURY DISPOSAL SYSTEMS INC		BATTERY & BULB ACE HARDWARE PICKUP	250170	55000	\$2,213.70
						CHECK TOTAL	\$2,213.70
16443	8/14/2025	METROLINK		METROLINK PASSES - JULY 2025	206650	55610	\$769.85
	8/14/2025	METROLINK		METROLINK PASSES - JULY 2025	206650	55620	\$3,079.40
						CHECK TOTAL	\$3,849.25

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
16444	8/14/2025	MICHAEL BAKER INTERNATIONAL INC		CANYON LOOP TRAIL -HMMP PROJECT MANAGER	301630	56104	\$247.50
CHECK TOTAL							\$247.50
16445	8/14/2025	NOODOE INC		EV CHGR OPS SVS SUBSCRIPTION (12/2022-12/2026)	100620	52320	\$2,400.00
CHECK TOTAL							\$2,400.00
16446	8/14/2025	NORTH STAR CONSULTING INC		EXEC TEAM ALIGNMENT /GOAL SETTING & TRAINING	100220	54900	\$404.77
	8/14/2025	NORTH STAR CONSULTING INC		EXEC TEAM ALIGNMENT /GOAL SETTING & TRAINING	100130	52500	\$1,349.24
	8/14/2025	NORTH STAR CONSULTING INC		EXEC TEAM ALIGNMENT /GOAL SETTING & TRAINING	100220	52500	\$1,349.24
CHECK TOTAL							\$3,103.25
16447	8/14/2025	OLIVIA SIMONE		INSTRUCTOR PAYMENT - CAMP - SUM 25	100520	55320	\$1,368.00
CHECK TOTAL							\$1,368.00
16448	8/14/2025	ONE TIME PAY VENDOR	BRALLAN ALVARES	FULL FACILITY DEPOSIT REFUND	100	20202	\$1,000.00
CHECK TOTAL							\$1,000.00
16449	8/14/2025	ONE TIME PAY VENDOR	SUNSHINE SENIOR ASSOCIATION SENIOR CLUB	SENIOR CLUB LIABILITY INSURANCE REIMBURSEMENT	225440	54900	\$802.00
CHECK TOTAL							\$802.00
16450	8/14/2025	PAPER RECYCLING & SHREDDING		RECORD DESTRUCTION CH 7.24.25	250170	55000	\$287.00
	8/14/2025	PAPER RECYCLING & SHREDDING		ADDITIONAL CH CONSOLE SERVICE 8/2025	250170	55000	\$105.00
CHECK TOTAL							\$392.00
16451	8/14/2025	PRO1PRINT, LLC		PRINTING OF BEERFEST & TASTE OF DIAMOND BAR SIGNS	100240	52110	\$387.63
CHECK TOTAL							\$387.63
16452	8/14/2025	PROTECTION ONE INC		SYCAMORE CYN PARK ALRM MONITOR (082525-112725)	100630	52320	\$241.64
	8/14/2025	PROTECTION ONE INC		CITYHALL ALRM MONITOR (082825-112725)	100620	52320	\$49.59
CHECK TOTAL							\$291.23
16453	8/14/2025	PUBLIC STORAGE #23051		COMMUNITY RELATIONS OFFSITE STORAGE -JULY & AUGUST	100240	52302	\$2,246.75

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$2,246.75
16454	8/14/2025	PYRO COMM SYSTEMS INC		DBC FIRE ALARM MONITOR(080125-103125)	100510	52320	\$135.00
	8/14/2025	PYRO COMM SYSTEMS INC		HERITAGE PARK FIRE ALARM MONITOR (080125-103125)	100630	52320	\$195.00
						CHECK TOTAL	\$330.00
16455	8/14/2025	QUADIENT FINANCE USA INC		ANNUAL SUPPORT - POSTAGE MACHINE - FY 25-26	100230	52314	\$2,514.20
						CHECK TOTAL	\$2,514.20
16456	8/14/2025	REGIONAL TAP SERVICE CENTER		FOOTHILL PASSES - JUNE 2025	206650	55610	\$326.06
	8/14/2025	REGIONAL TAP SERVICE CENTER		FOOTHILL PASSES - JUNE 2025	206650	55620	\$1,304.26
						CHECK TOTAL	\$1,630.32
16457	8/14/2025	REINBERGER CORPORATION		BUSINESS CARDS	100140	52110	\$86.51
	8/14/2025	REINBERGER CORPORATION		BUSINESS CARDS	100140	52110	\$86.51
	8/14/2025	REINBERGER CORPORATION		BUSINESS CARDS	100140	52110	\$86.51
	8/14/2025	REINBERGER CORPORATION		BUSINESS CARDS FOR DBC RENTALS	100140	52110	\$296.75
						CHECK TOTAL	\$556.28
16458	8/14/2025	SC FUELS		FLEET FUEL (071525-073125)	502130	52330	\$52.93
	8/14/2025	SC FUELS		FLEET FUEL (071525-073125)	502430	52330	\$56.73
	8/14/2025	SC FUELS		FLEET FUEL (071525-073125)	502620	52330	\$408.97
	8/14/2025	SC FUELS		FLEET FUEL (071525-073125)	502630	52330	\$647.14
	8/14/2025	SC FUELS		FLEET FUEL (071525-073125)	502655	52330	\$954.35
						CHECK TOTAL	\$2,120.12
16459	8/14/2025	SCHORR METALS INC		FILTER GRILLS DBC (JK080525)	100630	52320	\$1,277.27
						CHECK TOTAL	\$1,277.27
16460	8/14/2025	SIMPSON ADVERTISING INC		INSTALLATION OF THROUGH MY LENS GALLERY COLLAGES	100510	54900	\$0.00
	8/14/2025	SIMPSON ADVERTISING INC		INSTALLATION OF THROUGH MY LENS GALLERY COLLAGES	100240	54900	\$1,200.00
						CHECK TOTAL	\$1,200.00
16461	8/14/2025	SOLARWINDS NORTH AMERICA INC		ANNUAL RENEWAL - SOLARWINDS ENGR TOOLKIT 25-26	100230	52314	\$602.00

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$602.00
16462	8/14/2025	SOUTH COAST AIR QUALITY MANAGEMENT DISTRICT		FACILITY LEASE FOR SEPT. 2025	100130	52302	\$2,755.80
						CHECK TOTAL	\$2,755.80
16463	8/14/2025	SQBOX SOLUTIONS LTG		ANNUAL RENEWAL - INTRANET CONNECTIONS - FY 25-26	100230	52314	\$4,360.00
						CHECK TOTAL	\$4,360.00
16464	8/14/2025	STUMP FENCE CO		DISTRICT 38 (PATHFINDER FENCE REPAIR)	238638	55524	\$1,690.00
						CHECK TOTAL	\$1,690.00
16465	8/14/2025	SWANK MOTION PICTURES INC		MOVIE LICENSING FOR 7.30.25	100520	55300	\$850.00
						CHECK TOTAL	\$850.00
16466	8/14/2025	TASC		FSA FEES - JULY 2025	100220	52515	\$194.40
						CHECK TOTAL	\$194.40
16467	8/14/2025	THE CITY OF DIAMOND BAR COMMUNITY FOUNDATION		JULY/AUGUST WINDMILL MAGAZINE AD- PHOTO CONTEST	100240	52160	\$800.00
						CHECK TOTAL	\$800.00
16468	8/14/2025	THE SAN GABRIEL VALLEY NEWSPAPER GR		ORD SUMMARY PUBLISHING	100140	52160	\$337.38
	8/14/2025	THE SAN GABRIEL VALLEY NEWSPAPER GR		ORDINANCE SUMMARY PUBLISHING	100140	52160	\$330.24
						CHECK TOTAL	\$667.62
16469	8/14/2025	THE SHERWIN-WILLIAMS CO		PAINT SUPPLIES (CITYHALL/WINDMILL)	100620	51200	\$13.50
						CHECK TOTAL	\$13.50
16470	8/14/2025	TIMOTHY D BOWEN		INSTRUCTOR PAYMENT - STEM CAMP - SUM 25	100520	55320	\$1,890.00
						CHECK TOTAL	\$1,890.00
16471	8/14/2025	TUMBLE-N-KIDS INC		CONTRACT CLASS- YOUTH GYMNASTICS	100520	55320	\$2,970.00
						CHECK TOTAL	\$2,970.00
16472	8/14/2025	TYLER TECHNOLOGIES INC		PURCHASE OF NEW CREDIT CARD MACHINE/SERVICE	503230	56135	\$778.13
	8/14/2025	TYLER TECHNOLOGIES INC		ELM PROJECT MGMT HOURS - 7/22/24- 7/24/25	503230	56135	\$4,800.00
	8/14/2025	TYLER TECHNOLOGIES INC		ELM PROJECT MGMT HOURS - 7/29/25	503230	56135	\$800.00

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$6,378.13
16473	8/14/2025	ULTIMATE MAINTENANCE SERVICES INC		JANITORIAL SERVICES (DAY PORTER SERVICES)	100630	55505	\$450.65
						CHECK TOTAL	\$450.65
16474	8/14/2025	UNDERGROUND SERVICE ALERT OF SO CA		US DIGALERT SERVICES - JULY 2025	100610	54900	\$158.00
	8/14/2025	UNDERGROUND SERVICE ALERT OF SO CA		US DIGALERT - CA STATE FEE - AUG 2025	100610	54900	\$102.89
						CHECK TOTAL	\$260.89
16475	8/14/2025	US BANK		PCARD STATEMENT - JULY 2025	999	28100	\$27,747.58
						CHECK TOTAL	\$27,747.58
16476	8/14/2025	VALLE UNITA AQUATICS		CONTRACT CLASS-AQUATICS	100520	55320	\$2,964.00
						CHECK TOTAL	\$2,964.00
16477	8/14/2025	VALLEY VISTA SERVICES, INC.		STREET SWEEPING SERVICES (070125-073125)	100655	55510	\$16,704.00
						CHECK TOTAL	\$16,704.00
16478	8/14/2025	VERIZON WIRELESS		WIRELESS PHONE SERVICE - 6/17/25-7/16/25	100230	52200	\$2,303.76
						CHECK TOTAL	\$2,303.76
16479	8/14/2025	WW GRAINGER INC		CIVIC CENTER OPERATING SUPPLIES (CB080625)	100620	51200	\$7.43
	8/14/2025	WW GRAINGER INC		MAINTENANCE SUPPLIES (CITYHALL080725)	100620	51200	\$309.14
						CHECK TOTAL	\$316.57
16480	8/14/2025	WALNUT VALLEY UNIFIED SCHOOL DISTRICT		ADULT VOLLEYBALL GYM RENTAL	100520	52302	\$2,167.50
						CHECK TOTAL	\$2,167.50
16481	8/14/2025	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES - HERITAGE PARK	100630	51200	\$380.95
	8/14/2025	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (DBC)	100510	51210	\$484.16
	8/14/2025	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (DBC)	100510	51210	\$433.42
						CHECK TOTAL	\$1,298.53
16482	8/14/2025	WCC TECHNOLOGIES GROUP		CITY HALL SECURITY CAMERA LINE REPAIR	100230	52314	\$286.83
						CHECK TOTAL	\$286.83

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16483	8/14/2025	WEST COAST ARBORISTS INC		CITYWIDE TREE MAINTENANCE	100645	55522	\$24,495.00
	8/14/2025	WEST COAST ARBORISTS INC		CITYWIDE TREE MAINTENANCE (070125-071525)	100645	55522	\$1,125.00
	8/14/2025	WEST COAST ARBORISTS INC		CITYWIDE TREE MAINTENANCE (D39/071625-073125)	239639	55522	\$13,500.00
						CHECK TOTAL	\$39,120.00
16484	8/14/2025	WILLDAN FINANCIAL SERVICES		CITYWIDE FEE STUDY & COST ALLOCATION PLAN	100130	54900	\$1,380.00
						CHECK TOTAL	\$1,380.00
16485	8/14/2025	YOUTH EVOLUTION ACTIVITIES		CONTRACT CLASS- YOUTH SPORTS	100520	55320	\$705.60
						CHECK TOTAL	\$705.60
16486	8/14/2025	YUNEX CORP		TS MAINT/REPAIR - BREA CYN/LYCOMING - FY 24-25	207650	55536	\$3,552.34
						CHECK TOTAL	\$3,552.34
16487	8/14/2025	ZOLA INC		DBC ADVERTISING	100510	52160	\$1,440.00
						CHECK TOTAL	\$1,440.00
16488	8/15/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 20781 PATHFINDER RD - TC-1	100655	52210	\$103.61
						CHECK TOTAL	\$103.61
16489	8/15/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL- 20439 GLDN SPRGS PED - TC-1	100655	52210	\$104.99
						CHECK TOTAL	\$104.99
16490	8/15/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 717 GRAND AVE - TC-1	100655	52210	\$136.63
						CHECK TOTAL	\$136.63
16491	8/15/2025	SOUTHERN CALIFORNIA EDISON		GS-1 - 2838 S DBB PED - GS-1	100655	52210	\$98.96
						CHECK TOTAL	\$98.96
16492	8/15/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 20791 GOLDEN SPRINGS - TC-1	100655	52210	\$112.22
						CHECK TOTAL	\$112.22
16493	8/15/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 21250 GLDN SPRGS PED - TC-1	100655	52210	\$79.64
						CHECK TOTAL	\$79.64

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16494	8/15/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 3564 S BREA CYN RD BPED - LS-3	100655	52210	\$61.84
						CHECK TOTAL	\$61.84
16495	8/15/2025	SOUTHERN CALIFORNIA EDISON		SAFETY LIGHTS - 2746 BREA CYN BPED - LS-3	100655	52210	\$114.62
						CHECK TOTAL	\$114.62
16498	8/15/2025	SOUTHERN CALIFORNIA EDISON		GS-1 - 23331 GLDN SPRGS PED - GS-1	100655	52210	\$81.29
						CHECK TOTAL	\$81.29
16499	8/13/2025	SOUTHERN CALIFORNIA EDISON		LLD38/858 S BREA CYN RD (022425- 072225)	238638	52210	\$59.03
						CHECK TOTAL	\$59.03
16500	8/13/2025	SOUTHERN CALIFORNIA EDISON		575 S DIAMOND BAR BLVD (063025- 073025)	238638	52210	\$15.83
						CHECK TOTAL	\$15.83
16501	8/13/2025	SOUTHERN CALIFORNIA EDISON		DIAMOND BAR CENTER (070125-073025)	100510	52210	\$12,772.97
						CHECK TOTAL	\$12,772.97
16502	8/15/2025	TASC		PENSION CONTRIBUTION FOR PERIOD 07/26/25-08/08/25	201	21118	\$2.31
	8/15/2025	TASC		PENSION CONTRIBUTION FOR PERIOD 07/26/25-08/08/25	238	21118	\$3.85
	8/15/2025	TASC		PENSION CONTRIBUTION FOR PERIOD 07/26/25-08/08/25	239	21118	\$3.85
	8/15/2025	TASC		PENSION CONTRIBUTION FOR PERIOD 07/26/25-08/08/25	241	21118	\$3.85
	8/15/2025	TASC		PENSION CONTRIBUTION FOR PERIOD 07/26/25-08/08/25	207	21118	\$9.14
	8/15/2025	TASC		PENSION CONTRIBUTION FOR PERIOD 07/26/25-08/08/25	250	21118	\$18.03
	8/15/2025	TASC		PENSION CONTRIBUTION FOR PERIOD 07/26/25-08/08/25	206	21118	\$63.86
	8/15/2025	TASC		PENSION CONTRIBUTION FOR PERIOD 07/26/25-08/08/25	100	21118	\$2,123.87
						CHECK TOTAL	\$2,228.76
16503	8/15/2025	VANTAGEPOINT TRNSFR AGNTS- 303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 08/15/2025	239	21109	\$119.23

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	8/15/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 08/15/2025	241	21109	\$119.23
	8/15/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 08/15/2025	201	21109	\$147.49
	8/15/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 08/15/2025	238	21109	\$238.47
	8/15/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 08/15/2025	206	21109	\$300.72
	8/15/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 08/15/2025	207	21109	\$330.47
	8/15/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 08/15/2025	250	21109	\$400.08
	8/15/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 08/15/2025	100	21109	\$15,020.88
						CHECK TOTAL	\$16,676.57
16504	8/15/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 07/26/25-08/08/25	204	21110	\$88.62
	8/15/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 07/26/25-08/08/25	203	21110	\$155.06
	8/15/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 07/26/25-08/08/25	239	21110	\$155.27
	8/15/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 07/26/25-08/08/25	241	21110	\$155.27
	8/15/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 07/26/25-08/08/25	238	21110	\$246.57
	8/15/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 07/26/25-08/08/25	201	21110	\$568.75
	8/15/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 07/26/25-08/08/25	207	21110	\$1,072.55
	8/15/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 07/26/25-08/08/25	206	21110	\$1,499.55
	8/15/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 07/26/25-08/08/25	250	21110	\$2,288.23

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	8/15/2025	CALPERS		PENSION CONTRIBUTION FOR PERIOD 07/26/25-08/08/25	100	21110	\$46,933.79
						CHECK TOTAL	\$53,163.66
16505	8/18/2025	SOUTHERN CALIFORNIA EDISON		719 GRAND AVE IRR (121224-011225)	238638	52210	\$150.54
						CHECK TOTAL	\$150.54
16506	8/18/2025	SOUTHERN CALIFORNIA EDISON		719 GRAND AVE IRR (011325-021125)	238638	52210	\$170.34
						CHECK TOTAL	\$170.34
16507	8/18/2025	SOUTHERN CALIFORNIA EDISON		719 GRAND AVE (021225-031325)	238638	52210	\$169.52
						CHECK TOTAL	\$169.52
16508	8/18/2025	SOUTHERN CALIFORNIA EDISON		719 GRAND AVE (031425-051325)	238638	52210	\$212.96
						CHECK TOTAL	\$212.96
16511	8/18/2025	SOUTHERN CALIFORNIA EDISON		719 GRAND AVE (051425-061225)	238638	52210	\$123.14
						CHECK TOTAL	\$123.14
16512	8/19/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC SIGNAL - 801 S LEMON/ETC - TC-1	100655	52210	\$299.87
						CHECK TOTAL	\$299.87
16513	8/19/2025	SOUTHERN CALIFORNIA EDISON		GS-1 - 1215 S BREA CYN RD - GS-1	100655	52210	\$93.10
						CHECK TOTAL	\$93.10
16514	8/19/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 1611 S BREA CYN RD - TC-1	100655	52210	\$72.20
						CHECK TOTAL	\$72.20
16515	8/19/2025	ABSOLUTE SECURITY INTERNATIONAL INC		JULY SECURITY GUARD SERVICES	100520	55330	\$208.00
	8/19/2025	ABSOLUTE SECURITY INTERNATIONAL INC		JULY SECURITY GUARD SERVICES	100510	55330	\$4,421.44
						CHECK TOTAL	\$4,629.44
16516	8/19/2025	BLOOMINGBAY INC		2025 TASTE OF DBRW	100150	52601	\$250.00
						CHECK TOTAL	\$250.00
16517	8/19/2025	BRINKER RESTAURANT CORPORATION		2025 TASTE OF DBRW	100150	52601	\$250.00
						CHECK TOTAL	\$250.00

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
16518	8/19/2025	CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SVCS		CAL OES REIMB - FIR PW 166-DR-4482	100350	54900	\$12,923.25
CHECK TOTAL							\$12,923.25
16519	8/19/2025	CDW GOVERNMENT		PURCHASE OF HEADSET (1)	100230	51200	\$137.92
CHECK TOTAL							\$137.92
16520	8/19/2025	CHAMSOL GROUP INC		2025 TASTE OF DBRW	100150	52601	\$250.00
CHECK TOTAL							\$250.00
16521	8/19/2025	CHAN KEE LLC		2025 TASTE OF DBRW	100150	52601	\$250.00
CHECK TOTAL							\$250.00
16522	8/19/2025	CHARM BENJARONG GROUP		2025 TASTE OF DBRW	100150	52601	\$250.00
CHECK TOTAL							\$250.00
16523	8/19/2025	CITYGREEN CONSULTING, LLC		SOLID WASTE CONSULTING SERVICES - JULY 2025	250170	54900	\$1,475.00
CHECK TOTAL							\$1,475.00
16524	8/19/2025	DIAMOND BAR SANDWICHES LLC		2025 TASTE OF DBRW	100150	52601	\$250.00
CHECK TOTAL							\$250.00
16525	8/19/2025	DISCOVERY SCIENCE CENTER OF ORANGE		ENVIRONMENTAL EDUCATION	250170	54900	\$3,450.00
CHECK TOTAL							\$3,450.00
16526	8/19/2025	DURHAM SCHOOL SERVICES LP		BUS TRANSPORTATION FOR DAY CAMP ON 7.31.2025	206520	55315	\$452.35
	8/19/2025	DURHAM SCHOOL SERVICES LP		BUS TRANSPORTATION FOR DAY CAMP ON 7.29.2025	206520	55315	\$578.52
	8/19/2025	DURHAM SCHOOL SERVICES LP		BUS TRANSPORTATION FOR DAY CAMP ON 8.06.2025	206520	55315	\$978.37
CHECK TOTAL							\$2,009.24
16527	8/19/2025	FEDERAL EXPRESS CORPORATION		FEDEX CHARGES - AUG 2025	100140	52170	\$33.71
CHECK TOTAL							\$33.71
16528	8/19/2025	FRONTIER COMMUNICATIONS CORP		SUMMARY BILL - INTERNET SERVICE - AUG 2025	100230	54030	\$491.35
CHECK TOTAL							\$491.35

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
16529	8/19/2025	GENTRY BROTHERS INC		AREA 4 RES./ARTERIAL PROJECT - FY 24-25	202610	56101	\$4,000.00
	8/19/2025	GENTRY BROTHERS INC		AREA 4 RES./ARTERIAL PROJECT - FY 24-25	202610	56101	\$75,126.00
CHECK TOTAL							\$79,126.00
16530	8/19/2025	HAAKER EQUIPMENT COMPANY		TRAILER HOT WATER PRESSURE WASHER	100630	51200	\$2,548.64
	CHECK TOTAL						\$2,548.64
16531	8/19/2025	HDL COREN & CONE		CONTRACT SVCS - PROPERTY TAX JUL-SEPT 2025	100210	54010	\$3,993.75
	CHECK TOTAL						\$3,993.75
16532	8/19/2025	HUMANE SOCIETY OF POMONA VALLEY INC		ANIMAL CONTROL SERVICES IN JULY 2025	100340	55404	\$47,083.42
	CHECK TOTAL						\$47,083.42
16533	8/19/2025	JOHN L HUNTER & ASSOC INC		NPDES PROFESSIONAL SERVICES - FEB 2025	201610	54200	\$1,465.00
	8/19/2025	JOHN L HUNTER & ASSOC INC		NPDES PROFESSIONAL SERVICES - MAR 2025	201610	54200	\$1,283.75
	8/19/2025	JOHN L HUNTER & ASSOC INC		NPDES PROFESSIONAL SERVICES - APR 2025	201610	54200	\$1,020.83
	8/19/2025	JOHN L HUNTER & ASSOC INC		NPDES PROFESSIONAL SERVICES - MAY 2025	201610	54200	\$6,971.25
	8/19/2025	JOHN L HUNTER & ASSOC INC		NPDES PROFESSIONAL SERVICES - JUNE 2025	201610	54200	\$12,568.75
	8/19/2025	JOHN L HUNTER & ASSOC INC		NPDES LAND DEVELOPMENT - FEB 2025	100	22109	\$82.50
	8/19/2025	JOHN L HUNTER & ASSOC INC		NPDES LAND DEVELOPMENT - FEB 2025	100	22109	\$125.00
	8/19/2025	JOHN L HUNTER & ASSOC INC		NPDES LAND DEVELOPMENT - FEB 2025	100	22109	\$990.00
	8/19/2025	JOHN L HUNTER & ASSOC INC		NPDES LAND DEVELOPMENT - MAR 2025	100	22109	\$62.50
	8/19/2025	JOHN L HUNTER & ASSOC INC		NPDES LAND DEVELOPMENT - APR 2025	100	22109	\$125.00
	8/19/2025	JOHN L HUNTER & ASSOC INC		NPDES LAND DEVELOPMENT - MAY 2025	100	22109	\$125.00
	8/19/2025	JOHN L HUNTER & ASSOC INC		NPDES LAND DEVELOPMENT - JUNE 2025	100	22109	\$41.25
	8/19/2025	JOHN L HUNTER & ASSOC INC		NPDES LAND DEVELOPMENT - JUNE 2025	100	22109	\$250.00
CHECK TOTAL							\$25,110.83
16534	8/19/2025	JOSE RUEL DIRA		GIS SUPPORT - 7/12/25 - 7/25/25	100230	54900	\$1,407.42

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	8/19/2025	JOSE RUEL DIRA		GIS SUPPORT - 7/26/25 - 8/8/25	100230	54900	\$1,675.50
						CHECK TOTAL	\$3,082.92
16535	8/19/2025	KEPT COMPANIES INC		FLEET WASHING SERVICE (EXTERIOR/080825)	502130	52312	\$20.00
	8/19/2025	KEPT COMPANIES INC		FLEET WASHING SERVICE (EXTERIOR/080825)	502430	52312	\$80.00
	8/19/2025	KEPT COMPANIES INC		FLEET WASHING SERVICE (EXTERIOR/080825)	502620	52312	\$100.00
	8/19/2025	KEPT COMPANIES INC		FLEET WASHING SERVICE (EXTERIOR/080825)	502655	52312	\$100.00
	8/19/2025	KEPT COMPANIES INC		FLEET WASHING SERVICE (EXTERIOR/080825)	502630	52312	\$120.00
						CHECK TOTAL	\$420.00
16536	8/19/2025	KEVIN D JONES		PS - SR57-60 CONF PROJ ADVOCACY - JUL 2025	100615	54400	\$4,000.00
						CHECK TOTAL	\$4,000.00
16537	8/19/2025	LOCAL AGENCY ENGINEERING ASSOCIATES INC		PS -ON-CALL CIVIL ENGR - JUL 2025	207615	54400	\$2,755.00
						CHECK TOTAL	\$2,755.00
16538	8/19/2025	LOS ANGELES COUNTY DEVELOPMENT AUTH		REIMBURSE LACDA FOR RETURN OF DUPLICATE PAYMENT	225	42020	\$65.00
						CHECK TOTAL	\$65.00
16539	8/19/2025	MANDARIN TASTE		2025 TASTE OF DBRW	100150	52601	\$250.00
						CHECK TOTAL	\$250.00
16540	8/19/2025	METROPOLITAN TRANSPORTATION COMMISSION		ANNUAL SUBSCRIPTION - STREETSAVER - FY 25-26	100230	52314	\$3,500.00
						CHECK TOTAL	\$3,500.00
16541	8/19/2025	NBS GOVERNMENT FINANCE GROUP		ASSESSMENT DISTRICT ENGINEER SERVICES	238638	52160	\$0.00
	8/19/2025	NBS GOVERNMENT FINANCE GROUP		ASSESSMENT DISTRICT ENGINEER SERVICES	239639	54900	\$1,051.25
	8/19/2025	NBS GOVERNMENT FINANCE GROUP		ASSESSMENT DISTRICT ENGINEER SERVICES	241641	54900	\$1,051.25
	8/19/2025	NBS GOVERNMENT FINANCE GROUP		ASSESSMENT DISTRICT ENGINEER SERVICES	238638	54900	\$1,833.75
						CHECK TOTAL	\$3,936.25

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
16542	8/19/2025	ONE TIME PAY VENDOR	ASENA FILIHIA	FACILITY REFUND	100	20202	\$451.45
						CHECK TOTAL	\$451.45
16543	8/19/2025	ONE TIME PAY VENDOR	BRYAN GO	RECREATION PROGRAM REFUND	100	20202	\$300.00
						CHECK TOTAL	\$300.00
16544	8/19/2025	ONE TIME PAY VENDOR	DENISE DEINES	RECREATION PROGRAM REFUND	100	20202	\$73.75
						CHECK TOTAL	\$73.75
16545	8/19/2025	ONE TIME PAY VENDOR	GAYLE BARNES	RECREATION PROGRAM REFUND	100	20202	\$73.75
						CHECK TOTAL	\$73.75
16546	8/19/2025	ONE TIME PAY VENDOR	IMRAN AHMED	FACILITY REFUND	100	20202	\$950.00
						CHECK TOTAL	\$950.00
16547	8/19/2025	ONE TIME PAY VENDOR	JOLENE GIENG	FACILITY REFUND	100	20202	\$800.00
						CHECK TOTAL	\$800.00
16548	8/19/2025	ONE TIME PAY VENDOR	LAURA ALVAREZ	FACILITY REFUND	100	20202	\$300.00
						CHECK TOTAL	\$300.00
16549	8/19/2025	ONE TIME PAY VENDOR	LETICIA ORTEGA	FACILITY REFUND	100	20202	\$200.00
						CHECK TOTAL	\$200.00
16550	8/19/2025	ONE TIME PAY VENDOR	MAHESH SANGHAVI	FACILITY REFUND	100	20202	\$750.00
						CHECK TOTAL	\$750.00
16551	8/19/2025	ONE TIME PAY VENDOR	MELISSA PARRA	FACILITY REFUND	100	20202	\$700.00
	8/19/2025	ONE TIME PAY VENDOR	MELISSA PARRA	FACILITY REFUND	100	20202	\$24.00
						CHECK TOTAL	\$724.00
16552	8/19/2025	ONE TIME PAY VENDOR	MICHAEL BOURENANE	FACILITY REFUND	100	20202	\$100.00
						CHECK TOTAL	\$100.00
16553	8/19/2025	ONE TIME PAY VENDOR	PRIYA THAKKAR	FACILITY REFUND	100	20202	\$200.00
						CHECK TOTAL	\$200.00
16554	8/19/2025	ONE TIME PAY VENDOR	RAJESH ADANI	FACILITY REFUND	100	20202	\$200.00
						CHECK TOTAL	\$200.00
16555	8/19/2025	ONE TIME PAY VENDOR	RITTIKA ROY	FACILITY REFUND	100	20202	\$1,450.00

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$1,450.00
16556	8/19/2025	ONE TIME PAY VENDOR	RUTILIO RODRIGUEZ	FACILITY REFUND	100	20202	\$1,698.00
						CHECK TOTAL	\$1,698.00
16557	8/19/2025	ONE TIME PAY VENDOR	SANGEETA SEHWANI	FACILITY REFUND	100	20202	\$100.00
						CHECK TOTAL	\$100.00
16558	8/19/2025	ONE TIME PAY VENDOR	SUNSHINE SENIORS ASSOCIATION	FACILITY REFUND	100	20202	\$200.00
						CHECK TOTAL	\$200.00
16559	8/19/2025	ONE TIME PAY VENDOR	TROY YOUNG	FACILITY REFUND	100	20202	\$500.00
						CHECK TOTAL	\$500.00
16560	8/19/2025	ONE TIME PAY VENDOR	VINCENT GOMEZ	FACILITY REFUND	100	20202	\$1,858.00
						CHECK TOTAL	\$1,858.00
16561	8/19/2025	ONE TIME PAY VENDOR	ALEX BATRES	REIMB-CEQA FILING - LWCF PARK GRANT	100140	54900	\$76.75
						CHECK TOTAL	\$76.75
16562	8/19/2025	ONE TIME PAY VENDOR	CITY OF DIAMOND BAR	PETTY CASH REIMB-DBC	100	48990	\$1.00
						CHECK TOTAL	\$1.00
16563	8/19/2025	ONE TIME PAY VENDOR	COMMONWEALTH LAND TITLE INS COMPANY	TITLE REPORT FOR APN NO. 8713-022-077 FY 24/25	100610	54200	\$675.00
						CHECK TOTAL	\$675.00
16564	8/19/2025	ONE TIME PAY VENDOR	XINQIN LAI	PLANNING REFUND-PL 2022-115	100	22107	\$1,245.49
						CHECK TOTAL	\$1,245.49
16565	8/19/2025	ONE TIME PAY VENDOR - CND REFUND	RUISHAN LU	C&D REFUND: 425 CAMARITAS DR	100	22105	\$250.00
						CHECK TOTAL	\$250.00
16566	8/19/2025	OPCO TRANSIT INC		FY 2024-25 DIAMOND RIDE SR TRANS SVCS JUNE 2025	206650	55560	\$29,636.29
						CHECK TOTAL	\$29,636.29
16567	8/19/2025	RAGHAVA ENTERPRISES INC		2025 TASTE OF DBRW	100150	52601	\$250.00
						CHECK TOTAL	\$250.00

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
16568	8/19/2025	REGIONAL CHAMBER OF COMMERCE		CONTRACT SVCS - Q3/Q4 (JAN - JUN 2025)	100150	55000	\$6,000.00
CHECK TOTAL							\$6,000.00
16569	8/19/2025	RETAIL MARKETING SERVICES INC		CART RETRIEVAL JULY	250170	55000	\$30.00
CHECK TOTAL							\$30.00
16570	8/19/2025	ROCKHOLD AVE LLC		2025 TASTE OF DBRW	100150	52601	\$250.00
CHECK TOTAL							\$250.00
16571	8/19/2025	SIMPSON ADVERTISING INC		DESIGN AND LAYOUT OF FALL 2025 RECREATION GUIDE	100240	54900	\$5,200.00
	8/19/2025	SIMPSON ADVERTISING INC		DESIGN AND LAYOUT- SEPTEMBER 2025 CITY NEWSLETTER	100240	54900	\$1,775.00
	8/19/2025	SIMPSON ADVERTISING INC		TML PHOTO CONTEST GALLERY DECAL	100240	54900	\$657.30
CHECK TOTAL							\$7,632.30
16572	8/19/2025	SOCIAL VOCATIONAL SERVICES		MAINTENANCE: LITTER & WEED REMOVAL (JULY2025)	100645	55528	\$3,113.00
CHECK TOTAL							\$3,113.00
16573	8/19/2025	SPECTRUM BUSINESS		INTERNET SERVICE - HERITAGE PARK - AUG 2025	100230	54030	\$276.23
CHECK TOTAL							\$276.23
16574	8/19/2025	SYTECH SOLUTIONS		SCANNING SERVICES	100130	54900	\$11,966.82
CHECK TOTAL							\$11,966.82
16575	8/19/2025	TAIT AND ASSOCIATES INC		CIP FP23503 - PANTERA PARK HARDSCAPE DESIGN PRJ	100615	54400	\$561.00
CHECK TOTAL							\$561.00
16576	8/19/2025	TPS PLUMBING SUPPLY, INC		DBC - (1) DRINKING FOUNTAIN	254180	56116	\$5,539.32
CHECK TOTAL							\$5,539.32
16577	8/19/2025	TYLER TECHNOLOGIES INC		ELM PROJECT MGMT HOURS - 8/5/25- 8/7/25	503230	56135	\$4,800.00
CHECK TOTAL							\$4,800.00
16578	8/19/2025	UNITED SITE SERVICES OF CALIFORNIA INC		RESTROOM AND SINK RENTALS FOR CONCERTS - JULY	100520	55300	\$5,103.38
	8/19/2025	UNITED SITE SERVICES OF CALIFORNIA INC		RESTROOMS AT MAPLE HILL PARK 7.28 - 8.24.2025	100520	55300	\$307.44
CHECK TOTAL							\$5,410.82

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
16579	8/19/2025	WALNUT VALLEY WATER DISTRICT		CITYHALL W (070125-073125)	100620	52220	\$1,280.87
	8/19/2025	WALNUT VALLEY WATER DISTRICT		D38W - (070125-073125)	238638	52220	\$14,991.17
	8/19/2025	WALNUT VALLEY WATER DISTRICT		D38(R)W - (070125-073125)	238638	52220	\$2,999.36
	8/19/2025	WALNUT VALLEY WATER DISTRICT		D39W - (070125-073125)	239639	52220	\$13,181.11
	8/19/2025	WALNUT VALLEY WATER DISTRICT		D41W - (070125-073125)	241641	52220	\$10,072.19
	8/19/2025	WALNUT VALLEY WATER DISTRICT		DBCW - (070125-073125)	100510	52220	\$571.28
	8/19/2025	WALNUT VALLEY WATER DISTRICT		PARKSW - (070125-073125)	100630	52220	\$39,519.56
	8/19/2025	WALNUT VALLEY WATER DISTRICT		PARKS(R)W -(070125-073125)	100630	52220	\$1,442.31
						CHECK TOTAL	\$84,057.85
16580	8/19/2025	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (DBC)	100510	51210	\$369.55
							CHECK TOTAL \$369.55
16581	8/19/2025	WEST COAST ARBORISTS INC		CITYWIDE TREE MAINTENANCE (071625-073125)	100645	55522	\$8,130.00
	8/19/2025	WEST COAST ARBORISTS INC		TREE MAINTENANCE LLD41 (071625-073125)	241641	55522	\$1,425.00
							CHECK TOTAL \$9,555.00
16582	8/19/2025	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - JUNE 2025 FY 24/25	100	22107	\$27.40
	8/19/2025	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - JUNE 2025 FY 24/25	100120	54020	\$10,302.47
							CHECK TOTAL \$10,329.87
16583	8/20/2025	CITY OF COMMERCE		PROP A FUND TRADE-CITY OF COMMERCE FY 26	206650	58000	\$1,333,333.00
							CHECK TOTAL \$1,333,333.00
16584	8/21/2025	SOUTHERN CALIFORNIA EDISON		858 S BREA CANYON RD PED (022425-072225/AUTOMATIC)	238638	52210	\$29.03
							CHECK TOTAL \$29.03
16585	8/21/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 1450 BRIDGEGATE/VARIOUS - TC-1	100655	52210	\$501.47
							CHECK TOTAL \$501.47
16597	8/25/2025	SOUTHERN CALIFORNIA EDISON		D38/2025 DBB PED (071625-081325)	238638	52210	\$15.34
							CHECK TOTAL \$15.34

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16598	8/25/2025	SOUTHERN CALIFORNIA EDISON		D38/22745 SUNSET CROSSING RD PED (071625-081325)	238638	52210	\$15.34
CHECK TOTAL							\$15.34
16599	8/25/2025	SOUTHERN CALIFORNIA EDISON		D38/3564 S BREA CYN RD PED (071625-081325)	238638	52210	\$15.34
CHECK TOTAL							\$15.34
16601	8/25/2025	SOUTHERN CALIFORNIA EDISON		21208 WASHINTON AVE PED (071425-081125)	100630	52210	\$33.21
CHECK TOTAL							\$33.21
16602	8/25/2025	SOUTHERN CALIFORNIA EDISON		D38/2746 BREA CYN RD (071625-081325)	238638	52210	\$15.34
CHECK TOTAL							\$15.34
16603	8/26/2025	SOUTHERN CALIFORNIA EDISON		CITYHALL (071625-081325)	100620	52210	\$20,515.47
CHECK TOTAL							\$20,515.47
16604	8/25/2025	SOUTHERN CALIFORNIA EDISON		D38/652 S BREA CYN RD (072325-082025)	238638	52210	\$15.56
CHECK TOTAL							\$15.56
16605	8/25/2025	SOUTHERN CALIFORNIA EDISON		D41/20850 HIGH COUNTRY (071425-081125)	241641	52210	\$15.11
CHECK TOTAL							\$15.11
16606	8/25/2025	SOUTHERN CALIFORNIA EDISON		D41/20980 E CYN RIDGE (071425-081125)	241641	52210	\$15.11
CHECK TOTAL							\$15.11
16607	8/25/2025	SOUTHERN CALIFORNIA EDISON		D38/1000 S LEMON AVE (071525-081225)	238638	52210	\$15.56
CHECK TOTAL							\$15.56
16608	8/25/2025	SOUTHERN CALIFORNIA EDISON		D38/719 GRAND AVE IRR (071625-081325)	238638	52210	\$110.66
CHECK TOTAL							\$110.66
16609	8/25/2025	SOUTHERN CALIFORNIA EDISON		D38/858 S BREA CYN RD PED (072325-082025)	238638	52210	\$18.51
CHECK TOTAL							\$18.51
16611	8/28/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 21010 WASHINGTON AVE. - TC-1	100655	52210	\$100.80
CHECK TOTAL							\$100.80

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
16612	8/28/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 22805 GOLDEN SPRINGS/ETC - TC-1	100655	52210	\$3,190.77
						CHECK TOTAL	\$3,190.77
16613	8/28/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - BREA CYN/FALLOWFIELD-ETC - TC-1	100655	52210	\$200.99
						CHECK TOTAL	\$200.99
16614	8/28/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 1798 DBB/22566 GLDN SPRGS - TC-1	100655	52210	\$197.17
						CHECK TOTAL	\$197.17
16615	8/28/2025	SOUTHERN CALIFORNIA EDISON		TRAFFIC CONTROL - 2201 DBB PED - TC-1	100655	52210	\$27.52
						CHECK TOTAL	\$27.52
16616	8/29/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 08/29/2025	201	21118	\$2.31
	8/29/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 08/29/2025	238	21118	\$3.85
	8/29/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 08/29/2025	239	21118	\$3.85
	8/29/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 08/29/2025	241	21118	\$3.85
	8/29/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 08/29/2025	207	21118	\$16.16
	8/29/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 08/29/2025	250	21118	\$16.69
	8/29/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 08/29/2025	206	21118	\$89.57
	8/29/2025	TASC		FLEX SPENDING MEDICAL/CHILDCARE 08/29/2025	100	21118	\$2,092.48
						CHECK TOTAL	\$2,228.76
16617	8/29/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 08/29/2025	239	21109	\$119.23
	8/29/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 08/29/2025	241	21109	\$119.23
	8/29/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 08/29/2025	201	21109	\$147.72

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	8/29/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 08/29/2025	238	21109	\$238.47
	8/29/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 08/29/2025	207	21109	\$379.80
	8/29/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 08/29/2025	250	21109	\$398.23
	8/29/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 08/29/2025	206	21109	\$466.14
	8/29/2025	VANTAGEPOINT TRNSFR AGNTS-303248		DEFERRED COMP CONTRIBUTIONS/LOAN PYMTS 08/29/2025	100	21109	\$14,830.35
						CHECK TOTAL	\$16,699.17
16618	8/29/2025	AARON STANLEY TALALAY		INSTRUCTOR PAYMENT - PICKLEBALL - SUM 25	100520	55320	\$153.00
						CHECK TOTAL	\$153.00
16619	8/29/2025	ANAHEIM GLASS INC		WINDOW REPLACEMENT (HERITAGE PARK)	100630	52320	\$889.55
						CHECK TOTAL	\$889.55
16620	8/29/2025	BLUE CACTUS INC		SENIOR PROGRAM TSHIRT, 25/26	100520	51200	\$348.45
						CHECK TOTAL	\$348.45
16621	8/29/2025	CALIFORNIA COOKOUT, INC		SENIOR DANCE CATERING, 25/26	100520	55310	\$3,245.94
						CHECK TOTAL	\$3,245.94
16622	8/29/2025	CDW GOVERNMENT		PURCHASE OF USB FLASH DRIVES (20)	100230	51300	\$142.24
						CHECK TOTAL	\$142.24
16623	8/29/2025	DAPEER ROSENBLIT & LITVAK LLP		SPECIAL LEGAL COUNSEL MUNICIPAL CODE VIOL JULY2025	100120	54024	\$2,800.00
	8/29/2025	DAPEER ROSENBLIT & LITVAK LLP		SPECIAL LEGAL COUNSEL 24311 KNOLL JULY 2025	100120	54024	\$4,008.05
	8/29/2025	DAPEER ROSENBLIT & LITVAK LLP		SPECIAL LEGAL COUNSEL 23836 TWIN PINES JULY 2025	100120	54024	\$2,801.50
						CHECK TOTAL	\$9,609.55
16624	8/29/2025	DEPARTMENT OF JUSTICE		LIVESCAN FEES - JULY 2025	100220	52510	\$64.00

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$64.00
16625	8/29/2025	DS SERVICES OF AMERICA INC		WATER SERVICE CITYHALL (071325-081225) FY 25/26	100620	51200	\$435.07
						CHECK TOTAL	\$435.07
16626	8/29/2025	DUNN EDWARDS CORPORATION		ROAD MAINTENANCE SUPPLIES (JG071125)	100655	51250	\$312.85
	8/29/2025	DUNN EDWARDS CORPORATION		MAINTENANCE & OPERATION SUPPLIES (JK081425)	100620	52320	\$75.51
						CHECK TOTAL	\$388.36
16627	8/29/2025	FLOCK GROUP INC		FY2025-26 CAMERA REPLACEMENT	100310	52310	\$350.00
						CHECK TOTAL	\$350.00
16628	8/29/2025	GENTRY BROTHERS INC		AREA 4 RES/ARTERIAL PROJECT - FY 25-26	202610	56101	\$231,543.91
	8/29/2025	GENTRY BROTHERS INC		AREA 4 RES/ARTERIAL PROJECT - FY 25-26	203610	56101	\$231,543.91
	8/29/2025	GENTRY BROTHERS INC		AREA 4 RES/ARTERIAL PROJECT - FY 25-26	204610	56101	\$231,543.93
						CHECK TOTAL	\$694,631.75
16629	8/29/2025	GO LIVE TECHNOLOGY INC		ELM PROJECT MGMT - JULY 2025	503230	56135	\$8,687.50
						CHECK TOTAL	\$8,687.50
16630	8/29/2025	HANSON BRIDGETT LLP		LEGAL SERVICES - SEWER DISTRICT	100120	54022	\$20,070.45
						CHECK TOTAL	\$20,070.45
16631	8/29/2025	HEATHER JEN CHANG		CONTRACT CLASS - YOUTH ART	100520	55320	\$840.00
						CHECK TOTAL	\$840.00
16632	8/29/2025	HOME DEPOT CREDIT SERVICES		ROAD MAINTENANCE SUPPLIES	100655	51250	\$194.77
	8/29/2025	HOME DEPOT CREDIT SERVICES		MAINTENANCE & OPERATION SUPPLIES (GC081325)	100630	52320	\$216.68
	8/29/2025	HOME DEPOT CREDIT SERVICES		ROAD MAINTENANCE SUPPLIES (CG082225)	100655	51250	\$56.02
						CHECK TOTAL	\$467.47
16633	8/29/2025	INLAND SOCAL MEDIA GROUP LLC		DBC ADVERTISEMENT FOR SEPTEMBER 2025	100510	52160	\$750.00
						CHECK TOTAL	\$750.00

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
16634	8/29/2025	INTEGRUS LLC		RICOH COPIER CHARGES - 7/19/25-8/18/25	100230	52314	\$649.14
						CHECK TOTAL	\$649.14
16635	8/29/2025	INTERIOR OFFICE SOLUTIONS INC		DEPOSIT:OFFICE FURNITURE FOR CITY HALL OFFICE #242	504620	56100	\$9,942.13
						CHECK TOTAL	\$9,942.13
16636	8/29/2025	IRIS GROUP HOLDINGS LLC		CITYHALL ALARM EXTND SVS (072925-082825)	100620	52320	\$45.50
						CHECK TOTAL	\$45.50
16637	8/29/2025	KENS HARDWARE		ROAD MAINTENANCE SUPPLIES (JF081525)	100655	51250	\$12.06
	8/29/2025	KENS HARDWARE		ROAD MAINTENANCE SUPPLIES (JF082125)	100655	51250	\$36.18
						CHECK TOTAL	\$48.24
16638	8/29/2025	KEPT COMPANIES INC		FLEET WASHING SERVICE 071125	502430	52312	\$80.00
	8/29/2025	KEPT COMPANIES INC		FLEET WASHING SERVICE 071125	502655	52312	\$80.00
	8/29/2025	KEPT COMPANIES INC		FLEET WASHING SERVICE 071125	502620	52312	\$100.00
	8/29/2025	KEPT COMPANIES INC		FLEET WASHING SERVICE 071125	502630	52312	\$160.00
	8/29/2025	KEPT COMPANIES INC		FLEET WASHING SERVICE (INTERIOR 071125)	502655	52312	\$70.00
	8/29/2025	KEPT COMPANIES INC		FLEET WASHING SERVICE (INTERIOR 071125)	502430	52312	\$140.00
	8/29/2025	KEPT COMPANIES INC		FLEET WASHING SERVICE (INTERIOR 071125)	502620	52312	\$140.00
	8/29/2025	KEPT COMPANIES INC		FLEET WASHING SERVICE (INTERIOR 071125)	502630	52312	\$175.00
						CHECK TOTAL	\$945.00
16639	8/29/2025	KIM ESMOND		CONTRACT CLASS - YOUTH DANCE	100520	55320	\$2,029.20
						CHECK TOTAL	\$2,029.20
16640	8/29/2025	LA COUNTY ASSESSOR OFFICE		SBF ABSTRACT - JULY 2025	100230	52314	\$150.00
						CHECK TOTAL	\$150.00
16641	8/29/2025	LOS ANGELES COUNTY PUBLIC WORKS		INDUSTRIAL WASTE SERVICES - JUN 2025 - FY 24-25	100610	55550	\$6,927.89
	8/29/2025	LOS ANGELES COUNTY PUBLIC WORKS		SUMP PUMP MAINTENANCE (SYCAMORE CYN PARK/062025)	100630	52320	\$1,837.67

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$8,765.56
16642	8/29/2025	LOWE'S BUSINESS ACCOUNT		PARK MAINTENANCE SUPPLIES (CG 081425)	100630	52320	\$119.69
						CHECK TOTAL	\$119.69
16643	8/29/2025	MCE CORPORATION		ROAD MAINTENANCE SERVICES (070125-073125)	201655	55530	\$2,186.34
	8/29/2025	MCE CORPORATION		ROAD MAINTENANCE SERVICES (070125-073125)	100655	55530	\$4,301.16
	8/29/2025	MCE CORPORATION		ROAD MAINTENANCE SERVICES (070125-073125)	100655	55528	\$12,130.58
	8/29/2025	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD41) FY24/25	241641	52320	\$9,207.31
	8/29/2025	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD38-063025) FY24/25	238638	52320	\$5,704.22
	8/29/2025	MCE CORPORATION		LANDSCAPE MAINTENANCE (LLAD39/063025) FY24/25	239639	52320	\$22,999.00
						CHECK TOTAL	\$56,528.61
16644	8/29/2025	MOBILE RELAY ASSOCIATES INC		RECURRING SERVICES FOR EMERGENCY PREPARDNESS	100350	52300	\$78.75
						CHECK TOTAL	\$78.75
16645	8/29/2025	MOVIES BY KIDS - OC LLC		INSTRUCTOR PAYMENT - ENRICHMENT - SUM 25	100520	55320	\$877.50
						CHECK TOTAL	\$877.50
16646	8/29/2025	NATIONAL TRENCH SAFETY INC		RENTAL EQUIP (KRAIL 072225-081825)	100655	52300	\$607.35
	8/29/2025	NATIONAL TRENCH SAFETY INC		RENTAL EQUIP (KRAIL 080125-082825)	100655	52300	\$455.52
	8/29/2025	NATIONAL TRENCH SAFETY INC		RENTAL EQUIP (KRAIL 081925-091525)	100655	52300	\$607.35
						CHECK TOTAL	\$1,670.22
16647	8/29/2025	OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA		PRE-EMPLOYMENT PHYSICAL FEES	100220	52510	\$203.00
						CHECK TOTAL	\$203.00
16648	8/29/2025	OFFICE SOLUTIONS		OFFICE SUPPLIES - JULY 2025	100610	51200	\$40.30
	8/29/2025	OFFICE SOLUTIONS		OFFICE SUPPLIES - JULY 2025	100510	51200	\$222.10
	8/29/2025	OFFICE SOLUTIONS		OFFICE SUPPLIES - JULY 2025	106130	51200	\$299.78
	8/29/2025	OFFICE SOLUTIONS		OFFICE SUPPLIES - JULY 2025	100210	51200	\$309.51

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	8/29/2025	OFFICE SOLUTIONS		OFFICE SUPPLIES - JULY 2025	100520	51200	\$329.20
	8/29/2025	OFFICE SOLUTIONS		OFFICE SUPPLIES - JULY 2025	100140	51200	\$754.11
						CHECK TOTAL	\$1,955.00
16649	8/29/2025	ONE TIME PAY VENDOR	BARNEY EATON	FACILITY REFUND	100	20202	\$327.28
						CHECK TOTAL	\$327.28
16650	8/29/2025	ONE TIME PAY VENDOR	CANNING HUNGER	ENCROACHMENT PERMIT DEPOSIT ACCOUNT	100	22109	\$1,000.00
						CHECK TOTAL	\$1,000.00
16651	8/29/2025	ONE TIME PAY VENDOR	CHERYL CHI	FACILITY REFUND	100	20202	\$1,467.13
						CHECK TOTAL	\$1,467.13
16652	8/29/2025	ONE TIME PAY VENDOR	CHRISTINE LANG	RECREATION PROGRM REFUND	100	20202	\$54.00
						CHECK TOTAL	\$54.00
16653	8/29/2025	ONE TIME PAY VENDOR	DIAMOND BAR FRIENDS OF THE LIBRARY	FACILITY REFUND	100	20202	\$1,250.00
						CHECK TOTAL	\$1,250.00
16654	8/29/2025	ONE TIME PAY VENDOR	DIANNE YU	FACILITY REFUND	100	20202	\$300.00
						CHECK TOTAL	\$300.00
16655	8/29/2025	ONE TIME PAY VENDOR	DINESH PATEL	FACILITY REFUND	100	20202	\$1,450.00
						CHECK TOTAL	\$1,450.00
16656	8/29/2025	ONE TIME PAY VENDOR	DR. SAMIR BATNIJI	FACILITY REFUND	100	20202	\$500.00
						CHECK TOTAL	\$500.00
16657	8/29/2025	ONE TIME PAY VENDOR	HUNTER TANNERY	FACILITY REFUND	100	20202	\$1,216.00
						CHECK TOTAL	\$1,216.00
16658	8/29/2025	ONE TIME PAY VENDOR	JEN RIVAS	RECREATION PROGRAM REFUND	100	20202	\$214.00
						CHECK TOTAL	\$214.00
16659	8/29/2025	ONE TIME PAY VENDOR	JULIE BARBOSA	FACILITY REFUND	100	20202	\$100.00
						CHECK TOTAL	\$100.00
16660	8/29/2025	ONE TIME PAY VENDOR	KIMBERLEY DALTON	FACILITY REFUND	100	20202	\$200.00
						CHECK TOTAL	\$200.00

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16661	8/29/2025	ONE TIME PAY VENDOR	LESLIE NORMANDY	FACILITY REFUND	100	20202	\$659.69
						CHECK TOTAL	\$659.69
16662	8/29/2025	ONE TIME PAY VENDOR	NANCY BERMUDEZ	FACILITY REFUND	100	20202	\$1,427.27
						CHECK TOTAL	\$1,427.27
16663	8/29/2025	ONE TIME PAY VENDOR	PAUL SEVERLOH	FACILITY REFUND	100	20202	\$1,490.00
						CHECK TOTAL	\$1,490.00
16664	8/29/2025	ONE TIME PAY VENDOR	SAM UWEH	FACILITY REFUND	100	20202	\$100.00
						CHECK TOTAL	\$100.00
16665	8/29/2025	ONE TIME PAY VENDOR	SERAFINA DELGADO	FACILITY REFUND	100	20202	\$1,250.00
						CHECK TOTAL	\$1,250.00
16666	8/29/2025	ONE TIME PAY VENDOR	SHEEHANS	DBC LOBBY FURNITURE	100510	56116	\$1,686.70
						CHECK TOTAL	\$1,686.70
16667	8/29/2025	ONE TIME PAY VENDOR	SHIRLEY HSU	RECREATION PROGRAM REFUND	100	20202	\$72.00
						CHECK TOTAL	\$72.00
16668	8/29/2025	ONE TIME PAY VENDOR	STACEY HATZFELD	FACILITY REFUND	100	20202	\$200.00
						CHECK TOTAL	\$200.00
16669	8/29/2025	ONE TIME PAY VENDOR	SUSANA ALVARADO-LAZCANO	FACILITY REFUND	100	20202	\$100.00
						CHECK TOTAL	\$100.00
16670	8/29/2025	ONE TIME PAY VENDOR	YESENIA ESPINOZA	FACILITY REFUND	100	20202	\$700.00
						CHECK TOTAL	\$700.00
16671	8/29/2025	ONE TIME PAY VENDOR	JOSH FOX	REIMB-MILEAGE	100520	52420	\$2.24
						CHECK TOTAL	\$2.24
16672	8/29/2025	ONE TIME PAY VENDOR	XUXIA CHEN	BLDG & SFTY REFUND-PR25-845	104	48020	\$69.43
	8/29/2025	ONE TIME PAY VENDOR	XUXIA CHEN	BLDG & SFTY REFUND-PR25-845	100	48020	\$86.79
	8/29/2025	ONE TIME PAY VENDOR	XUXIA CHEN	BLDG & SFTY REFUND-PR25-845	100	48020	\$1,735.74
						CHECK TOTAL	\$1,891.96
16673	8/29/2025	ONE TIME PAY VENDOR - CND REFUND	SOCAL ROOFING SOLUTIONS	C&D REFUND: 23202 IRONHORSE CANYON RD	100	22105	\$250.00

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CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$250.00
16674	8/29/2025	PACIFIC CREST YOUTH ARTS ORGANIZATION		10.17.25 CHARITY GOLF TOURNAMENT	101110	52600	\$1,500.00
						CHECK TOTAL	\$1,500.00
16675	8/29/2025	PAPER RECYCLING & SHREDDING		ON-SITE SHREDDING SVCS - 8/21/2025	250170	55000	\$105.00
						CHECK TOTAL	\$105.00
16676	8/29/2025	PARKING CONCEPTS INC		SHUTTLE SERVICES FOR CONCERTS - JULY	206520	55300	\$7,783.20
						CHECK TOTAL	\$7,783.20
16677	8/29/2025	PARKWOOD LANDSCAPE MAINTENANCE INC		LANDSCAPE MAINTENANCE (PARKS/ JUNE 2025-FINAL)	100630	55505	\$4,070.79
						CHECK TOTAL	\$4,070.79
16678	8/29/2025	PUBLIC STORAGE #23051		PARKS AND RECREATION OFF SITE STORAGE UNITS	100520	52302	\$927.00
	8/29/2025	PUBLIC STORAGE #23051		PARKS AND RECREATION OFF SITE STORAGE UNITS	100520	52302	\$971.00
						CHECK TOTAL	\$1,898.00
16679	8/29/2025	RKA CONSULTING GROUP		BUILDING & SAFETY CONTRACT SERVICES-JULY 2025	100420	55100	\$114,611.66
						CHECK TOTAL	\$114,611.66
16680	8/29/2025	S C SIGNS AND SUPPLIES LLC		ROAD MAINTENANCE SUPPLIES	100655	51250	\$3,881.86
						CHECK TOTAL	\$3,881.86
16681	8/29/2025	SAN GABRIEL VALLEY CITY MANAGER'S ASSOCIATION		9-18-24 SGVCMA MEETING, ATTENDEE: DAN FOX	100130	52410	\$40.00
						CHECK TOTAL	\$40.00
16682	8/29/2025	SC FUELS		FLEET FUEL (080125-081525)	502430	52330	\$110.14
	8/29/2025	SC FUELS		FLEET FUEL (080125-081525)	502620	52330	\$343.00
	8/29/2025	SC FUELS		FLEET FUEL (080125-081525)	502655	52330	\$526.70
	8/29/2025	SC FUELS		FLEET FUEL (080125-081525)	502630	52330	\$628.78
						CHECK TOTAL	\$1,608.62
16683	8/29/2025	SITEREP CONSTRUCTION SERVICES INC		PONY FIELD - GENERAL DEMOLITION	262630	56104	\$119,874.13
						CHECK TOTAL	\$119,874.13

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16684	8/29/2025	STAY GREEN INC		LANDSCAPE MAINTENANCE (CITY HALL/AUG 2025)	100620	52320	\$1,250.00
						CHECK TOTAL	\$1,250.00
16685	8/29/2025	TASC		FSA FEES - AUG 2025	100220	52515	\$163.80
						CHECK TOTAL	\$163.80
16686	8/29/2025	TENNIS ANYONE INC		CONTRACT CLASSES TENNIS SERVIC	100520	55320	\$6,094.81
						CHECK TOTAL	\$6,094.81
16687	8/29/2025	THE GAS COMPANY		PONY FIELDS (NEW SERVICE/DEPOSIT 070125)	100630	52215	\$118.74
	8/29/2025	THE GAS COMPANY		GAS SERVICE @ HERITAGE PARK (071425-081325)	100630	52215	\$85.25
	8/29/2025	THE GAS COMPANY		GAS SERVICE @ DBC (071525-081425).	100510	52215	\$829.83
	8/29/2025	THE GAS COMPANY		GAS SERVICE @CITYHALL (071125-081225).	100620	52215	\$44.39
						CHECK TOTAL	\$1,078.21
16688	8/29/2025	THOMAS DONINI		SENIOR DANCE DJ SERVICES, 25/26	100520	55310	\$450.00
						CHECK TOTAL	\$450.00
16689	8/29/2025	TYLER TECHNOLOGIES INC		ELM PROJECT MGMT HOURS - 7/15/25	503230	56135	\$800.00
						CHECK TOTAL	\$800.00
16690	8/29/2025	ULTIMATE MAINTENANCE SERVICES INC		JANITORIAL SERVICES (AUG/2025)	100630	55505	\$3,070.00
	8/29/2025	ULTIMATE MAINTENANCE SERVICES INC		JANITORIAL SERVICES (AUG/2025)	100510	55505	\$9,650.00
	8/29/2025	ULTIMATE MAINTENANCE SERVICES INC		JANITORIAL SERVICES (AUG/2025)	100620	52320	\$12,075.00
						CHECK TOTAL	\$24,795.00
16691	8/29/2025	US BANK		PCARD STATEMENT - AUGUST 2025	999	28100	\$24,145.02
						CHECK TOTAL	\$24,145.02
16692	8/29/2025	WW GRAINGER INC		DBC OPERATING SUPPLIES	100510	52320	\$281.66
	8/29/2025	WW GRAINGER INC		DBC OPERATING SUPPLIES	100510	52320	\$573.78
	8/29/2025	WW GRAINGER INC		CIVIC CENTER OPERATING SUPPLIES (CITYHALL)	100620	51200	\$220.67
						CHECK TOTAL	\$1,076.11

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16693	8/29/2025	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (DBC 081325)	100510	51210	\$452.82
	8/29/2025	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (DBC)	100510	51210	\$449.68
	8/29/2025	WAXIE SANITARY SUPPLY		RECYCLING SUPPLIES	250170	51300	\$1,291.56
						CHECK TOTAL	\$2,194.06
16694	8/29/2025	WILLARD BRIAN POWERS		DBC EQUIPMENT MAINTANANCE	100510	52310	\$490.00
							CHECK TOTAL \$490.00
16695	8/29/2025	WILLDAN FINANCIAL SERVICES		CITYWIDE FEE STUDY & COST ALLOCATION PLAN	100130	54900	\$1,377.50
							CHECK TOTAL \$1,377.50
16696	8/29/2025	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - JULY 2025	100120	54020	\$1,551.00
	8/29/2025	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - JULY 2025	100120	54020	\$3,609.60
	8/29/2025	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - JULY 2025	100120	54020	\$1,128.00
	8/29/2025	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - JULY 2025	100120	54020	\$1,833.00
	8/29/2025	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - JULY 2025	100120	54020	\$282.00
						CHECK TOTAL	\$8,403.60
16697	8/29/2025	CALPERS		PENSION CONTRIBUTION 8/9/25-8/22/25 & 8/1-8/31/25	204	21110	\$88.62
	8/29/2025	CALPERS		PENSION CONTRIBUTION 8/9/25-8/22/25 & 8/1-8/31/25	203	21110	\$155.06
	8/29/2025	CALPERS		PENSION CONTRIBUTION 8/9/25-8/22/25 & 8/1-8/31/25	239	21110	\$155.27
	8/29/2025	CALPERS		PENSION CONTRIBUTION 8/9/25-8/22/25 & 8/1-8/31/25	241	21110	\$155.27
	8/29/2025	CALPERS		PENSION CONTRIBUTION 8/9/25-8/22/25 & 8/1-8/31/25	238	21110	\$246.57
	8/29/2025	CALPERS		PENSION CONTRIBUTION 8/9/25-8/22/25 & 8/1-8/31/25	201	21110	\$541.45
	8/29/2025	CALPERS		PENSION CONTRIBUTION 8/9/25-8/22/25 & 8/1-8/31/25	207	21110	\$1,135.45
	8/29/2025	CALPERS		PENSION CONTRIBUTION 8/9/25-8/22/25 & 8/1-8/31/25	206	21110	\$1,703.45

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
	8/29/2025	CALPERS		PENSION CONTRIBUTION 8/9/25-8/22/25 & 8/1-8/31/25	250	21110	\$2,275.32
	8/29/2025	CALPERS		PENSION CONTRIBUTION 8/9/25-8/22/25 & 8/1-8/31/25	100	21110	\$46,815.96
						CHECK TOTAL	\$53,272.42
16704	9/5/2025	SOUTHERN CALIFORNIA EDISON		DISTRICT 41 (072925-082625)	241641	52210	\$152.24
						CHECK TOTAL	\$152.24
16705	9/5/2025	SOUTHERN CALIFORNIA EDISON		575 S DBB (073125-082825)	238638	52210	\$30.31
						CHECK TOTAL	\$30.31
16706	9/5/2025	SOUTHERN CALIFORNIA EDISON		3334 1/2 BREA CYN RD (072425-082125)	100630	52210	\$92.72
						CHECK TOTAL	\$92.72
16707	9/5/2025	SOUTHERN CALIFORNIA EDISON		PARKS (072925-082625)	100630	52210	\$5,340.20
						CHECK TOTAL	\$5,340.20
16709	9/5/2025	SOUTHERN CALIFORNIA EDISON		DISTRICT 39 (072925-082625)	239639	52210	\$259.06
						CHECK TOTAL	\$259.06
16710	9/9/2025	AIRGAS INC		RENTAL ARGON (080125-083125)	100630	51200	\$105.18
						CHECK TOTAL	\$105.18
16711	9/9/2025	ALL CITY MANAGEMENT SERVICES INC		CROSSING GUARD SERVICES - 8/3/25- 8/16/25	100310	55412	\$7,188.17
						CHECK TOTAL	\$7,188.17
16712	9/9/2025	AMERICOMP TONER & REPAIR LLC		TONERS FOR COPIERS AND PRINTERS	100230	51200	\$2,256.37
						CHECK TOTAL	\$2,256.37
16713	9/9/2025	AREA D CIVIL DEFENSE / DISASTER MANAGEMENT		FY2025-26 JPA ANNUAL DUES	100350	52400	\$4,270.48
						CHECK TOTAL	\$4,270.48
16714	9/9/2025	KATHY BREAUX		INSTRUCTOR PAYMENT - ART - SUM25	100520	55320	\$136.80
						CHECK TOTAL	\$136.80
16715	9/9/2025	EXTERIOR PRODUCTS CORP		BANNERS 082725	100520	55300	\$10,745.06
						CHECK TOTAL	\$10,745.06
16716	9/9/2025	GERALDINE KELLER		INSTRUCTOR PAYMENT - CULINARY - SUM 25	100520	55320	\$36.00

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
						CHECK TOTAL	\$36.00
16717	9/9/2025	GO LIVE TECHNOLOGY INC		ELM PROJECT - AUGUST 2025	503230	56135	\$7,937.50
						CHECK TOTAL	\$7,937.50
16718	9/9/2025	GOTO COMMUNICATIONS INC		CITYWIDE ANALOG PHONE SERVICE - SEPT 2025	100230	52200	\$3,256.67
						CHECK TOTAL	\$3,256.67
16719	9/9/2025	GOVCONNECTION INC		CITYWIDE DESKTOP COMPUTER REPLACEMENT	503230	56130	\$3,987.85
						CHECK TOTAL	\$3,987.85
16720	9/9/2025	H & L CHARTER CO INC		TRANSPORTATION 8.20.25 SENIOR TRIP - BOWERS MUSEUM	206520	55310	\$981.35
						CHECK TOTAL	\$981.35
16721	9/9/2025	HODGMAN ENTERPRISES		PRINTING AND MAILING OF SEPTEMBER 2025 NEWSLETTER	100240	52110	\$3,006.74
						CHECK TOTAL	\$3,006.74
16722	9/9/2025	JORGE LARA		SENIOR DANCE CATERING, 25/26 8.21.25	100520	55310	\$2,667.71
						CHECK TOTAL	\$2,667.71
16723	9/9/2025	JUCCHOU CORP		CONTRACT CLASS - GOLF	100520	55320	\$2,280.00
						CHECK TOTAL	\$2,280.00
16724	9/9/2025	JYL GROUP INC		INSTRUCTOR PAYMENT - FITNESS - SUM 25	100520	55320	\$626.40
						CHECK TOTAL	\$626.40
16725	9/9/2025	LOS ANGELES COUNTY FIRE DEPARTMENT		HAZARD MTRL DISCL PRGM FY25-26 (FIRECUA)	100620	52320	\$480.00
						CHECK TOTAL	\$480.00
16726	9/9/2025	METROLINK		METROLINK PASSES - AUGUST 2025	206650	55610	\$748.65
	9/9/2025	METROLINK		METROLINK PASSES - AUGUST 2025	206650	55620	\$2,994.60
						CHECK TOTAL	\$3,743.25
16727	9/9/2025	ONE TIME PAY VENDOR	JIEHUI JIANG	RECREATION PROGRAM REFUND	100	20202	\$2.50
						CHECK TOTAL	\$2.50
16728	9/9/2025	ONE TIME PAY VENDOR	SUSAN KAGOHARA	RECREATION PROGRAM REFUND	100	20202	\$34.00
						CHECK TOTAL	\$34.00

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
16729	9/9/2025	ONE TIME PAY VENDOR	GREG GUBMAN	REIMB -SUPPLIES	100410	56120	\$8.70
CHECK TOTAL							\$8.70
16730	9/9/2025	OTIS ELEVATOR COMPANY		ELEVATOR MAINTENANCE (CITYHALL090125-083126)	100620	52320	\$6,664.20
	9/9/2025	OTIS ELEVATOR COMPANY		ELEVATOR MAINTENANCE (DBC090125-083126)	100510	52320	\$888.84
CHECK TOTAL							\$7,553.04
16731	9/9/2025	GREGORY C REUEL		AUGUST 2025 SPACE AVAILABLE REPORT	100150	54900	\$1,500.00
CHECK TOTAL							\$1,500.00
16732	9/9/2025	SPECTRUM BUSINESS		INTERNET SERVICE - HERITAGE PARK - SEPT 2025	100230	54030	\$276.23
	9/9/2025	SPECTRUM BUSINESS		CABLE TV/DBC - JUL-AUG/2025	100230	54030	\$134.24
	9/9/2025	SPECTRUM BUSINESS		SUMMARY BILL-CITY HALL - AUG & SEP 2025	100230	54030	\$2,703.64
CHECK TOTAL							\$3,114.11
16733	9/9/2025	T&R ENVIRONMENTAL SERVICES		HAZARDOUS WASTE DISPOSAL- CH AND DBC	250170	55000	\$707.71
CHECK TOTAL							\$707.71
16734	9/9/2025	THE KNOT WORLDWIDE INC		DBC ONLINE STOREFRONT JULY-SEPTEMBER2025	100510	52160	\$3,744.00
CHECK TOTAL							\$3,744.00
16735	9/9/2025	TYLER TECHNOLOGIES INC		ELM PROJECT MGMT HOURS - 08/12/25	503230	56135	\$800.00
CHECK TOTAL							\$800.00
16736	9/9/2025	ULINE INC		DBC EQUIPMENT	100510	51200	\$630.31
CHECK TOTAL							\$630.31
16737	9/9/2025	VERIZON WIRELESS		WIRELESS PHONE SERVICE - 7/17/25-8/16/25	100230	52200	\$2,283.76
CHECK TOTAL							\$2,283.76
16738	9/9/2025	VIDIFLO LLC		BROADCAST EQUIPMENT SERVICE	100240	55000	\$485.00
CHECK TOTAL							\$485.00
16739	9/9/2025	WALNUT VALLEY EDUCATIONAL FOUNDATION		12.13.25 WVEF TEDDY BEAR TEA	101110	52600	\$750.00
CHECK TOTAL							\$750.00

City of Diamond Bar Check Register

CHECK #	CHECK DATE	VENDOR NAME	OTP VENDOR NAME	INVOICE DESCRIPTION	ORG	OBJECT	AMOUNT
16740	9/9/2025	WANSEO CHUNG		CONTRACT CLASS - ADULT FITNESS	100520	55320	\$855.00
						CHECK TOTAL	\$855.00
16741	9/9/2025	WAXIE SANITARY SUPPLY		JANITORIAL SUPPLIES (CITYHALL)	100620	51200	\$2,102.96
						CHECK TOTAL	\$2,102.96
16742	9/9/2025	WEST COAST ARBORISTS INC		CITYWIDE TREE MAINTENANCE (080125-081525)	100645	55522	\$13,854.00
						CHECK TOTAL	\$13,854.00
16743	9/9/2025	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - JULY 2025	100	22107	\$310.20
	9/9/2025	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - JULY 2025	100	22107	\$338.40
	9/9/2025	WOODRUFF & SMART, A PROFESSIONAL CORPORATION		LEGAL SERVICES - JULY 2025	100120	54020	\$17,849.62
						CHECK TOTAL	\$18,498.22
16744	9/9/2025	YUNEX CORP		TS MAINTENANCE - CALL-OUTS - JULY 2025	207650	55536	\$11,331.08
						CHECK TOTAL	\$11,331.08
						GRAND TOTAL	\$4,490,869.50



CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Treasurer's Statement.

STRATEGIC GOAL: Responsible Stewardship of Public Resources

RECOMMENDATION:

Approve the July 2025 Treasurer's Statement.

FINANCIAL IMPACT:

None.

BACKGROUND:

Consistent with City policy, the Finance Department presents the monthly Treasurer's Statement to the City Council for review and approval.

ANALYSIS:

This statement shows the cash balances with a breakdown of various investment accounts and the yield to maturity from investments. This statement also includes an investment portfolio management report which details the activities of investments.

PREPARED BY:

Jason Jacobsen, Finance Director, Finance

ATTACHMENTS:

1. Treasurer's Cash Report -July 2025
2. Treasurer's Certification Portfolio Report - July 2025

CITY OF DIAMOND BAR - CITY TREASURER'S CASH BALANCE REPORT

AS OF JULY 31, 2025

CASH & INVESTMENT BALANCES

Cash Funds

General Account	\$2,739,611.55	
Payroll Account	\$0.00	
Change Fund - General Fund	\$300.00	
Petty Cash Account	\$553.00	
Cash With Fiscal Agent (US Bank 2021 Bonds)	<u>\$1,533.84</u>	
Total Cash Funds		<u>\$2,741,998.39</u>

City & LAIF Invested Funds (Book Value):

Local Agency Investment Fund	\$9,786,854.02	
City-Managed Fixed-Income Securities (0-5 year maturity)	<u>\$57,904,127.82</u>	
Total Investment Funds (Book Value)		<u>\$67,690,981.84</u>

Fiscal Year-To-Date Effective Rate of Return (City Funds & LAIF) 3.98% (1 Month)

Fiscal YTD Interest Earnings (City Funds & LAIF) \$233,007.64 (1 Month)

FY 2025-26 Budgeted Interest Earnings (City Funds & LAIF) \$1,530,800.00 (12 Months)

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

Annualized rate of return as of 06/30/2024 (since 6/30/16, 8 yrs)	4.24%	
OPEB Trust Fiscal Year-To-Date Earnings	\$2,193.13	(12 Months)
		<u>\$948,140.47</u>

GRAND TOTAL - CASH & INVESTMENTS

\$71,381,120.70

CITY OF DIAMOND BAR
INVESTMENT PORTFOLIO SUMMARY REPORT
JULY 31, 2025

INVESTMENTS	BOOK VALUE	PERCENT OF PORTFOLIO	TERM	DAYS TO MATURITY	YIELD TO MATURITY
Federal Credit Union CD	\$15,628,000.00	23.09%	1,463	803	4.288%
Local Agency Investment Fund	\$9,786,854.02	14.46%	1	1	4.269%
Corporate Notes	\$3,670,575.26	5.42%	1,704	1,355	4.896%
Federal Agency Coupon Securities	\$7,644,397.34	11.29%	1,552	589	4.187%
Treasury Coupon Securities	\$5,090,066.97	7.52%	1,568	590	3.045%
Federal Agency Callable	\$7,749,856.20	11.45%	1,743	372	2.617%
Certificates of Deposit-Banks	\$6,296,251.89	9.30%	1,563	880	3.905%
Municipal Bonds	\$1,532,157.59	2.26%	1,586	646	4.739%
Money Market Fund	\$10,292,822.57	15.21%	1	1	4.210%

Total Investments and Averages	\$67,690,981.84	100.00%	1,104	509	3.985%
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	MONTH ENDING JULY 31, 2025	FISCAL YEAR-TO-DATE 2025-2026
TOTAL INTEREST EARNED	\$233,007.64 3.98%	\$233,007.64 3.98%

Daniel Fox

Daniel Fox
City Treasurer

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

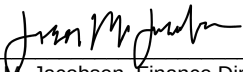


**City of Diamond Bar
Portfolio Management
Portfolio Summary
July 31, 2025**

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

Investments	Par Value	Market Value	Book Value	% of Portfolio	Term	Days to Maturity	YTM/C
Federal Credit Union CD	15,628,000.00	15,736,420.79	15,628,000.00	23.09	1,463	803	4.288
Local Agency Investment Funds	9,786,854.02	9,638,372.75	9,786,854.02	14.46	1	1	4.269
Corporate Notes	3,800,000.00	3,737,275.20	3,670,575.26	5.42	1,704	1,355	4.896
Federal Agency Coupon Securities	7,625,000.00	7,663,557.05	7,644,397.34	11.29	1,552	589	4.187
Treasury Coupon Securities	5,125,000.00	5,061,481.85	5,090,066.97	7.52	1,568	590	3.045
Federal Agency Callable	7,750,000.00	7,591,141.00	7,749,856.20	11.45	1,743	372	2.617
Certificate of Deposit	6,384,000.00	6,338,707.40	6,296,251.89	9.30	1,563	880	3.905
Municipal Bonds	1,595,000.00	1,544,199.64	1,532,157.59	2.26	1,586	646	4.739
Money Market Fund	10,292,822.57	10,292,822.57	10,292,822.57	15.21	1	1	4.210
Investments	67,986,676.59	67,603,978.25	67,690,981.84	100.00%	1,104	509	3.985

Total Earnings	July 31 Month Ending	Fiscal Year To Date
Current Year	233,007.64	233,007.64
Average Daily Balance	69,002,980.16	69,002,980.16
Effective Rate of Return	3.98%	3.98%


 _____ 09/02/2025
 Jason M. Jacobsen, Finance Director

Reporting period 07/01/2025-07/31/2025

Run Date: 09/02/2025 - 15:52

Portfolio POOL
AP
PM (PRF_PM1) 7.3.0
Report Ver. 7.3.6.1

City of Diamond Bar
Portfolio Management
Portfolio Details - Investments
July 31, 2025

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Term Maturity	YTM/C	Maturity Date
Federal Credit Union CD											
06251A3K4	10402	America's Credit Union		12/16/2021	248,000.00	238,674.70	248,000.00	1.350	1,826	502	1.350 12/16/2026
00790UAC1	10682	ADVANTAGE CREDIT UNION		07/31/2024	249,000.00	252,742.72	249,000.00	4.450	1,826	1,460	4.450 07/31/2029
01025RAT6	10750	ALABAMA CREDIT UNION		07/09/2025	249,000.00	249,000.00	249,000.00	4.150	730	707	4.150 07/09/2027
02157RAA5	10683	ALTAONE FEDERAL CREDIT		07/19/2024	249,000.00	252,731.02	249,000.00	4.450	1,826	1,448	4.450 07/19/2029
011852AE0	10547	Alaska USA FCU		03/08/2023	249,000.00	252,861.74	249,000.00	4.600	1,827	950	4.600 03/08/2028
052392BT3	10495	AUSTIN TELCO FCU		09/21/2022	249,000.00	248,064.26	249,000.00	3.800	1,826	781	3.800 09/21/2027
07181JBH6	10697	Baxter Credit Union		08/22/2024	249,000.00	251,516.15	249,000.00	4.350	1,461	1,117	4.350 08/22/2028
07371BWA5	10679	Beal Bank-Plano TX		06/12/2024	244,000.00	249,267.47	244,000.00	4.650	1,820	1,405	4.650 06/06/2029
09776DAV6	10744	BOM BANK		06/24/2025	249,000.00	249,560.75	249,000.00	4.100	1,826	1,788	4.100 06/24/2030
14042THZ3	10453	Capital One Bank USA		07/27/2022	248,000.00	245,659.87	248,000.00	3.500	1,826	725	3.500 07/27/2027
12481GAZ0	10663	CBC Federal Credit Union		05/14/2024	249,000.00	254,402.30	249,000.00	4.650	1,826	1,382	4.650 05/14/2029
17783PAK7	10625	City Federal Credit Union		01/18/2024	249,000.00	248,770.92	249,000.00	4.000	1,827	1,266	4.000 01/18/2029
16863LAE5	10502	CHIEF FINANCIAL FCU		10/12/2022	249,000.00	249,063.50	249,000.00	4.600	1,098	74	4.600 10/14/2025
19058RAG6	10684	COASTAL1CU		07/22/2024	249,000.00	252,914.28	249,000.00	4.550	1,460	1,085	4.550 07/21/2028
19123RAA0	10529	COCA-COLA FCU		01/31/2023	249,000.00	249,596.60	249,000.00	4.600	1,098	185	4.600 02/02/2026
20367GBD0	10440	Community Commerce Bank		07/27/2022	248,000.00	246,357.25	248,000.00	3.050	1,280	179	3.050 01/27/2026
20825WBC3	10474	Connexus CU		08/26/2022	248,000.00	247,687.52	248,000.00	3.500	1,096	25	3.500 08/26/2025
14622LAS1	10686	CARTER FEDERAL CU		08/07/2024	249,000.00	250,879.20	249,000.00	4.250	1,826	1,467	4.250 08/07/2029
23204HPM4	10678	Customers Bank		06/11/2024	244,000.00	247,884.48	244,000.00	4.850	1,095	679	4.850 06/11/2027
291916AG9	10596	Empower FED Credit Union		10/23/2023	248,000.00	256,339.50	248,000.00	5.100	1,827	1,179	5.100 10/23/2028
29367RNG7	10720	Enterprise Bank Corp.		08/28/2024	249,000.00	246,619.81	249,000.00	3.800	1,826	1,488	3.800 08/28/2029
32026U5U6	10664	First Foundation Bank		05/22/2024	244,000.00	248,712.37	244,000.00	4.600	1,826	1,390	4.600 05/22/2029
320165LR2	10648	FIRST FARMERS BK & TRUST		03/28/2024	249,000.00	249,899.39	249,000.00	4.850	671	180	4.850 01/28/2026
32114MBC0	10681	First Natl Bnk Blue Erth		06/20/2024	248,000.00	252,125.23	248,000.00	4.850	1,095	688	4.850 06/20/2027
33610VR1	10685	FIRST PREMIER BANK		07/17/2024	244,000.00	247,068.79	244,000.00	4.450	1,461	1,081	4.450 07/17/2028
39573LAV0	10255	GREENSTATE CREDIT UNION		02/26/2021	248,000.00	242,333.70	248,000.00	0.650	1,826	209	0.650 02/26/2026
42228LAH4	10496	HEALTHCARE SYSTEMS FCU		09/21/2022	249,000.00	247,762.47	249,000.00	3.600	1,461	416	3.600 09/21/2026
42869GAB2	10639	Hickam		01/31/2024	249,000.00	250,321.19	249,000.00	4.150	1,461	913	4.150 01/31/2028
856285E98	10410	State Bank of India		01/31/2022	248,000.00	239,542.46	248,000.00	1.750	1,827	549	1.750 02/01/2027
472207AE9	10491	JEANNE D'ARC CREDIT UNION		09/30/2022	249,000.00	248,050.07	249,000.00	3.800	1,826	790	3.800 09/30/2027
48115LAM6	10707	Jovia Financial Credit Union C		08/16/2024	249,000.00	250,756.20	249,000.00	4.650	731	381	4.650 08/17/2026
50625LBR3	10606	LAFAYETTE FCU		11/30/2023	248,000.00	252,246.01	248,000.00	5.250	1,096	486	5.250 11/30/2026
530520AC9	10530	LIBERTY FIRST CU		01/27/2023	249,000.00	249,422.30	249,000.00	4.500	1,096	179	4.500 01/27/2026
534574AC2	10571	LINCOLN PARK COMMUNITY BANK		08/28/2023	248,000.00	255,291.20	248,000.00	5.000	1,827	1,123	5.000 08/28/2028
55026MAE5	10487	LUMINATE BANK		09/15/2022	249,000.00	245,970.67	249,000.00	3.400	1,826	775	3.400 09/15/2027
56824JBC7	10718	Marine Federal Corp.		08/30/2024	249,000.00	248,943.98	249,000.00	4.000	731	395	4.000 08/31/2026
58404DUA7	10622	Medallion Bank		12/29/2023	248,000.00	249,798.74	248,000.00	4.500	1,096	515	4.500 12/29/2026

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Days to Term Maturity	YTM/C	Maturity Date
Federal Credit Union CD											
59524LAA4	10549	MID CAROLINA CU		03/13/2023	249,000.00	250,484.54	249,000.00	4.850	1,096	224	4.850 03/13/2026
61690DQK7	10662	Morgan Stanley Bank		05/08/2024	244,000.00	248,468.37	244,000.00	4.700	1,461	1,011	4.700 05/08/2028
61776NTH6	10745	Morgan Stanley Bank		06/18/2025	244,000.00	246,684.49	244,000.00	4.300	1,828	1,784	4.300 06/20/2030
62847NEL6	10646	MVB BANK INC		03/27/2024	249,000.00	250,270.90	249,000.00	4.800	730	238	4.800 03/27/2026
654062LP1	10643	NICOLET NATIONAL BANK		03/08/2024	249,000.00	250,835.88	249,000.00	4.250	1,826	1,315	4.250 03/08/2029
68584JAV1	10675	Oregon Community Cred Un		06/07/2024	248,000.00	250,322.77	248,000.00	5.050	731	311	5.050 06/08/2026
682325EK7	10676	One Community Bank		06/18/2024	249,000.00	252,002.94	249,000.00	4.850	913	504	4.850 12/18/2026
722000AC0	10575	PIMA FEDERAL CREDIT		08/17/2023	248,000.00	251,496.55	248,000.00	5.300	1,096	381	5.300 08/17/2026
77357DAB4	10607	ROCKLAND FCU		11/30/2023	248,000.00	255,737.85	248,000.00	5.000	1,827	1,217	5.000 11/30/2028
835104DG2	10751	SOMERSET TRUST CO		07/08/2025	249,000.00	249,000.00	249,000.00	3.950	1,645	1,621	3.950 01/08/2030
849061AF3	10644	SPOKANE TEACHERS CR UN		03/25/2024	245,000.00	248,134.78	245,000.00	4.750	1,095	601	4.750 03/25/2027
87868YAL7	10551	TECHNOLOGY CU		03/23/2023	249,000.00	250,615.76	249,000.00	5.000	1,096	234	5.000 03/23/2026
89235MNT4	10442	Toyota Financial SGS Bank		07/22/2022	248,000.00	245,192.14	248,000.00	3.400	1,826	720	3.400 07/22/2027
89839KAD7	10604	TRUSTSTAR BANK		11/22/2023	248,000.00	253,735.25	248,000.00	4.750	1,827	1,209	4.750 11/22/2028
88709RBH1	10677	Timberland Bank Hoquaim		06/12/2024	249,000.00	251,960.11	249,000.00	4.850	912	497	4.850 12/11/2026
89854LAD5	10564	TTCU FED CU		07/26/2023	248,000.00	255,131.24	248,000.00	5.000	1,827	1,090	5.000 07/26/2028
91527PCF2	10651	Univest Bank & Trust Co.		03/13/2024	249,000.00	250,836.38	249,000.00	4.250	1,826	1,320	4.250 03/13/2029
914242AA0	10492	UNIVERSITY CREDIT UNION		09/26/2022	249,000.00	248,764.45	249,000.00	4.000	1,096	56	4.000 09/26/2025
90353EBC6	10550	USF FCU		03/15/2023	249,000.00	249,339.89	249,000.00	5.050	915	45	5.050 09/15/2025
91739JAD7	10589	UTAH FIRST CD		10/30/2023	248,000.00	256,390.83	248,000.00	5.100	1,827	1,186	5.100 10/30/2028
06543PDA0	10494	BANK OF THE VALLEY NE		09/30/2022	249,000.00	249,655.12	249,000.00	4.100	1,826	790	4.100 09/30/2027
91823MBE4	10499	VCC BANK		10/14/2022	249,000.00	249,741.02	249,000.00	4.250	1,461	439	4.250 10/14/2026
92348DAA7	10500	VERIDIAN CU		10/24/2022	249,000.00	249,127.74	249,000.00	4.500	1,096	84	4.500 10/24/2025
93883MBA5	10674	WASHINGTON FINANCIAL		05/31/2024	244,000.00	247,883.02	244,000.00	4.500	1,826	1,399	4.500 05/31/2029
949764JY1	10617	Wells Fargo		12/27/2023	248,000.00	248,606.61	248,000.00	4.100	1,827	1,244	4.100 12/27/2028
98138MCA6	10590	WORKERS FCU		10/30/2023	248,000.00	257,163.35	248,000.00	5.200	1,827	1,186	5.200 10/30/2028
Subtotal and Average			15,779,451.61		15,628,000.00	15,736,420.79	15,628,000.00		1,463	803	4.288

Local Agency Investment Funds

LAIF	10028	Local Agency Investment Fund			9,786,854.02	9,638,372.75	9,786,854.02	4.269	1	1	4.269
Subtotal and Average			10,186,130.73		9,786,854.02	9,638,372.75	9,786,854.02		1	1	4.269

Corporate Notes

06406YAA0	10732	Bank of NY Mello Corp.		01/13/2025	350,000.00	336,085.75	326,603.60	3.300	1,683	1,483	5.170 08/23/2029
06048WR36	10515	Bank of America Corp.		12/27/2022	500,000.00	478,120.00	474,859.93	2.000	1,638	690	5.000 06/22/2027
17325FBK3	10733	CITIBANK		01/13/2025	350,000.00	357,378.35	347,460.48	4.838	1,666	1,435	5.042 08/06/2029

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Corporate Notes											
29736RAP5	10737	ESTEE LAUDER CO		03/25/2025	300,000.00	276,582.30	273,069.18	2.375	1,712	1,583	4.707 12/01/2029
24422EXB0	10668	JOHN DEERE CAPITAL CORP		05/29/2024	500,000.00	512,160.00	499,591.26	4.950	1,507	1,078	4.979 07/14/2028
46647PAX4	10731	JP Morgan Chase		01/07/2025	400,000.00	400,666.80	393,425.54	4.452	1,793	1,222	4.980 12/05/2029
49177JAH5	10738	KENVUE INC		03/25/2025	300,000.00	309,040.50	305,024.16	5.000	1,823	1,694	4.581 03/22/2030
59217GFT1	10734	MET LIFE GLOBAL		01/09/2025	500,000.00	509,891.00	499,369.68	4.900	1,826	1,622	4.932 01/09/2030
637432NV3	10739	NATIONAL RURAL UTILITIES COOPE		03/25/2025	300,000.00	275,971.50	271,955.56	2.400	1,816	1,687	4.691 03/15/2030
808513BX2	10740	CHARLES SCHWAB		03/25/2025	300,000.00	281,379.00	279,215.87	2.750	1,651	1,522	4.611 10/01/2029
Subtotal and Average			3,669,107.11		3,800,000.00	3,737,275.20	3,670,575.26		1,704	1,355	4.896
Federal Agency Coupon Securities											
17325FBB3	10631	CITIBANK		01/30/2024	750,000.00	784,097.25	770,028.53	5.803	1,704	1,155	4.847 09/29/2028
3133EPCG8	10545	Federal Farm Credit Bank		03/01/2023	1,000,000.00	1,006,393.00	997,057.54	4.125	1,736	852	4.267 12/01/2027
3133EPQC2	10572	Federal Farm Credit Bank		08/02/2023	1,000,000.00	1,006,442.00	999,675.12	4.625	1,080	350	4.661 07/17/2026
3130ASGU7	10432	Federal Home Loan Bank		06/16/2022	1,000,000.00	992,955.00	999,660.33	3.500	1,821	679	3.520 06/11/2027
3130ASJ59	10447	Federal Home Loan Bank		07/18/2022	1,000,000.00	993,763.00	1,001,882.83	3.375	1,425	315	3.141 06/12/2026
313373B68	10537	Federal Home Loan Bank		02/27/2023	500,000.00	500,936.50	499,303.01	4.375	1,110	224	4.619 03/13/2026
3130AWMN7	10563	Federal Home Loan Bank		07/21/2023	500,000.00	509,053.50	502,537.84	4.375	1,785	1,043	4.177 06/09/2028
3130B0N70	10645	Federal Home Loan Bank		03/27/2024	500,000.00	501,559.00	500,000.00	4.850	1,826	238	4.850 03/27/2029
3130B2F59	10706	Federal Home Loan Bank		08/20/2024	575,000.00	571,303.90	575,000.00	4.250	1,816	374	4.250 08/10/2029
45818WED4	10498	INTER-AMERICAN DEV. BANK		09/13/2022	500,000.00	491,113.00	495,324.45	2.980	1,731	678	3.902 06/10/2027
61746BCY0	10708	Morgan Stanley Bank		08/01/2024	300,000.00	305,940.90	303,927.69	6.250	738	373	4.888 08/09/2026
Subtotal and Average			7,644,702.10		7,625,000.00	7,663,557.05	7,644,397.34		1,552	589	4.187
Treasury Coupon Securities											
91282CMG3	10735	UST		02/13/2025	300,000.00	305,871.00	297,279.65	4.250	1,813	1,644	4.477 01/31/2030
91282CMD0	10736	UST		02/13/2025	325,000.00	333,150.35	323,529.11	4.375	1,782	1,613	4.489 12/31/2029
91282CDQ1	10403	U.S. Treasury		01/04/2022	1,000,000.00	962,539.00	998,536.89	1.250	1,822	517	1.357 12/31/2026
91282CEW7	10436	U.S. Treasury		07/14/2022	1,000,000.00	991,133.00	1,004,153.04	3.250	1,812	698	3.014 06/30/2027
9128285J5	10445	U.S. Treasury		07/18/2022	1,000,000.00	995,742.00	999,704.02	3.000	1,201	91	3.125 10/31/2025
9128285C0	10456	U.S. Treasury		07/11/2022	1,000,000.00	996,699.00	999,753.08	3.000	1,177	60	3.158 09/30/2025
91282CEE7	10654	U.S. Treasury		04/08/2024	500,000.00	476,347.50	467,111.18	2.375	1,818	1,338	4.393 03/31/2029
Subtotal and Average			5,089,596.05		5,125,000.00	5,061,481.85	5,090,066.97		1,568	590	3.045
Federal Agency Callable											
3133EMSH6	10258	Federal Farm Credit Bank		03/03/2021	500,000.00	488,746.50	500,000.00	0.790	1,826	214	0.790 03/03/2026
3133ENKG4	10397	Federal Farm Credit Bank		01/11/2022	1,000,000.00	964,163.00	1,000,000.00	1.470	1,826	528	1.470 01/11/2027

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Federal Agency Callable											
3133ENMA5	10405	Federal Farm Credit Bank		01/26/2022	1,500,000.00	1,453,453.50	1,500,000.00	1.840	1,826	543	1.840 01/26/2027
3133ENH52	10475	Federal Farm Credit Bank		08/23/2022	500,000.00	497,602.50	500,000.00	4.030	1,826	752	4.030 08/23/2027
3133EREU1	10667	Federal Farm Credit Bank		05/29/2024	500,000.00	501,185.50	499,940.78	5.000	537	108	5.041 11/17/2025
3133ETMB0	10746	Federal Farm Credit Bank		06/24/2025	500,000.00	499,550.50	500,000.00	4.650	1,826	327	4.650 06/24/2030
3130AL7M0	10254	Federal Home Loan Bank		02/24/2021	500,000.00	488,617.00	499,915.42	0.625	1,826	23	0.659 02/24/2026
3130AQKJ1	10406	Federal Home Loan Bank		01/28/2022	1,500,000.00	1,448,170.50	1,500,000.00	1.700	1,826	88	1.700 01/28/2027
3130AUDL5	10513	Federal Home Loan Bank		12/30/2022	750,000.00	748,099.50	750,000.00	4.550	1,826	60	4.552 12/30/2027
3010B07G8	10641	Federal Home Loan Bank		02/26/2024	500,000.00	501,552.50	500,000.00	5.000	1,827	1,305	5.000 02/26/2029
Subtotal and Average			7,749,842.51		7,750,000.00	7,591,141.00	7,749,856.20		1,743	372	2.617
Certificate of Deposit											
06406GAA9	10717	Bank of NY Mello Corp.		08/01/2024	500,000.00	481,544.00	475,194.11	3.000	1,551	1,094	4.702 10/30/2028
066519QK8	10256	BANK UNITED NA		03/05/2021	248,000.00	242,158.86	248,000.00	0.650	1,826	216	0.000 03/05/2026
06051GGA1	10716	Bank of America Corp.		08/01/2024	300,000.00	294,235.50	291,724.49	3.248	1,176	811	4.596 10/21/2027
23288UAA5	10555	Cy Fair FCU		05/19/2023	249,000.00	250,684.98	249,000.00	4.350	1,461	656	4.355 05/19/2027
3130B0YH6	10661	Federal Home Loan Bank		04/19/2024	500,000.00	508,452.50	500,000.00	5.010	1,826	1,357	5.010 04/19/2029
356436AR6	10658	Freedom Northwest CU		04/19/2024	249,000.00	253,466.81	249,000.00	4.550	1,826	1,357	4.550 04/19/2029
38149MZJ5	10260	Goldman Sachs Bank		09/08/2021	248,000.00	239,465.58	248,000.00	1.050	1,826	403	1.051 09/08/2026
46625HQQ3	10709	JP Morgan Chase		08/01/2024	300,000.00	297,978.30	297,122.37	3.300	608	243	4.813 04/01/2026
70962LBH4	10414	Pentagon Federal Credit Union		03/22/2022	248,000.00	243,864.10	248,000.00	1.800	1,462	234	1.800 03/23/2026
69353RFG8	10669	PNC BANK NA		05/29/2024	500,000.00	487,655.50	477,440.78	3.100	1,244	815	5.335 10/25/2027
70320KAX9	10257	Pathfinder Bank		03/11/2021	249,000.00	243,136.55	249,000.00	0.700	1,826	222	0.000 03/11/2026
88413QDM7	10455	Third Fed Savings & Loan		07/27/2022	245,000.00	242,205.53	245,000.00	3.400	1,826	725	3.402 07/27/2027
89236TLD5	10670	Toyota MTR Credit Corp		05/29/2024	500,000.00	508,115.50	501,329.10	5.400	905	476	5.179 11/20/2026
882508CG7	10653	TEXAS INSTRUME		04/01/2024	750,000.00	762,558.75	752,763.18	4.600	1,774	1,287	4.480 02/08/2029
90348JS92	10261	UBS Bank USA		09/09/2021	248,000.00	239,160.04	248,000.00	0.950	1,826	404	0.000 09/09/2026
91159HHW3	10715	US BANK CORP		08/01/2024	300,000.00	283,976.40	279,367.63	3.000	1,824	1,459	4.938 07/30/2029
91282CKG5	10657	UST		04/22/2024	750,000.00	760,048.50	737,310.23	4.125	1,804	1,338	4.647 03/31/2029
Subtotal and Average			6,350,945.69		6,384,000.00	6,338,707.40	6,296,251.89		1,563	880	3.905
Municipal Bonds											
54438CYL0	10523	LOS ANGELES CA CMNTY CLG DIST		01/05/2023	365,000.00	353,271.82	353,277.20	1.174	1,304	365	4.700 08/01/2026
738850TA4	10522	POWAY UNIFIED SCHOOL DIST		01/04/2023	1,230,000.00	1,190,927.82	1,178,880.39	2.414	1,670	730	4.750 08/01/2027
Subtotal and Average			1,530,704.37		1,595,000.00	1,544,199.64	1,532,157.59		1,586	646	4.739

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Wells Fargo Sweep Account												
SWEEP	10036	Wells Fargo		07/01/2012	0.00	0.00	0.00	0.010	1	1	0.010	
Subtotal and Average			0.00		0.00	0.00	0.00		0	0	0.000	
Money Market Fund												
857492888	10562	State Street Advisors		05/31/2023	10,292,822.57	10,292,822.57	10,292,822.57	4.210	1	1	4.210	
52470G882	10561	Western Asset		05/25/2023	0.00	0.00	0.00	5.150	1	1	5.150	
Subtotal and Average			11,002,499.99		10,292,822.57	10,292,822.57	10,292,822.57		1	1	4.210	
Total and Average			69,002,980.16		67,986,676.59	67,603,978.25	67,690,981.84		1,104	509	3.985	

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Average Balance			0.00						0	0
Total Cash and Investments			69,002,980.16		67,986,676.59	67,603,978.25	67,690,981.84		1,104	509 3.985

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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Federal Credit Union CD													
06251A3K4	10402	ACUDPT		12/16/2021	248,000.00	238,674.70	248,000.00	1.350	502	1.350	421.94	-9,325.30	12/16/2026
00790UAC1	10682	ADVACU		07/31/2024	249,000.00	252,742.72	249,000.00	4.450	1460	4.450	0.00	3,742.72	07/31/2029
01025RAT6	10750	ALABAM		07/09/2025	249,000.00	249,000.00	249,000.00	4.150	707	4.150	622.84	0.00	07/09/2027
02157RAA5	10683	ALAFCU		07/19/2024	249,000.00	252,731.02	249,000.00	4.450	1448	4.450	910.72	3,731.02	07/19/2029
011852AE0	10547	ALASKA		03/08/2023	249,000.00	252,861.74	249,000.00	4.600	950	4.600	721.76	3,861.74	03/08/2028
052392BT3	10495	AUSTIN		09/21/2022	249,000.00	248,064.26	249,000.00	3.800	781	3.800	777.70	-935.74	09/21/2027
07181JBH6	10697	BAXTCU		08/22/2024	249,000.00	251,516.15	249,000.00	4.350	1117	4.350	267.08	2,516.15	08/22/2028
07371BWA5	10679	BEALBK		06/12/2024	244,000.00	249,267.47	244,000.00	4.650	1405	4.650	1,554.25	5,267.47	06/06/2029
09776DAV6	10744	BOMBKN		06/24/2025	249,000.00	249,560.75	249,000.00	4.100	1788	4.100	195.79	560.75	06/24/2030
14042THZ3	10453	CAPONE		07/27/2022	248,000.00	245,659.87	248,000.00	3.500	725	3.500	118.90	-2,340.13	07/27/2027
12481GAZ0	10663	CBCFCU		05/14/2024	249,000.00	254,402.30	249,000.00	4.650	1382	4.650	539.27	5,402.30	05/14/2029
17783PAK7	10625	CFCUTX		01/18/2024	249,000.00	248,770.92	249,000.00	4.000	1266	4.000	354.74	-229.08	01/18/2029
16863LAE5	10502	CHIEF		10/12/2022	249,000.00	249,063.50	249,000.00	4.600	74	4.600	596.24	63.50	10/14/2025
19058RAG6	10684	COASCU		07/22/2024	249,000.00	252,914.28	249,000.00	4.550	1085	4.550	279.36	3,914.28	07/21/2028
19123RAA0	10529	COLACU		01/31/2023	249,000.00	249,596.60	249,000.00	4.600	185	4.600	0.00	596.60	02/02/2026
20367GBD0	10440	COMCMM		07/27/2022	248,000.00	246,357.25	248,000.00	3.050	179	3.050	82.89	-1,642.75	01/27/2026
20825WBC3	10474	CONNEX		08/26/2022	248,000.00	247,687.52	248,000.00	3.500	25	3.500	0.00	-312.48	08/26/2025
14622LAS1	10686	CRTFCU		08/07/2024	249,000.00	250,879.20	249,000.00	4.250	1467	4.250	695.84	1,879.20	08/07/2029
23204HPM4	10678	CUSTOM		06/11/2024	244,000.00	247,884.48	244,000.00	4.850	679	4.850	1,653.52	3,884.48	06/11/2027
291916AG9	10596	EMPFCU		10/23/2023	248,000.00	256,339.50	248,000.00	5.100	1179	5.100	727.69	8,339.50	10/23/2028
29367RNG7	10720	ENTRPA		08/28/2024	249,000.00	246,619.81	249,000.00	3.800	1488	3.800	77.77	-2,380.19	08/28/2029
32026U5U6	10664	FFB		05/22/2024	244,000.00	248,712.37	244,000.00	4.600	1390	4.600	2,183.30	4,712.37	05/22/2029
320165LR2	10648	FFCONI		03/28/2024	249,000.00	249,899.39	249,000.00	4.850	180	4.850	99.26	899.39	01/28/2026
32114MBC0	10681	FNBKBE		06/20/2024	248,000.00	252,125.23	248,000.00	4.850	688	4.850	362.49	4,125.23	06/20/2027
33610RVR1	10685	FPBANK		07/17/2024	244,000.00	247,068.79	244,000.00	4.450	1081	4.450	446.22	3,068.79	07/17/2028
39573LAV0	10255	GRNSTC		02/26/2021	248,000.00	242,333.70	248,000.00	0.650	209	0.650	132.49	-5,666.30	02/26/2026
42228LAH4	10496	HEALTH		09/21/2022	249,000.00	247,762.47	249,000.00	3.600	416	3.600	245.59	-1,237.53	09/21/2026
42869GAB2	10639	HICKAM		01/31/2024	249,000.00	250,321.19	249,000.00	4.150	913	4.150	746.01	1,321.19	01/31/2028
856285E98	10410	INDIA		01/31/2022	248,000.00	239,542.46	248,000.00	1.750	549	1.750	11.89	-8,457.54	02/01/2027
472207AE9	10491	JEDARC		09/30/2022	249,000.00	248,050.07	249,000.00	3.800	790	3.800	25.92	-949.93	09/30/2027
48115LAM6	10707	JOVFCU		08/16/2024	249,000.00	250,756.20	249,000.00	4.650	381	4.650	31.72	1,756.20	08/17/2026
50625LBR3	10606	LAFFED		11/30/2023	248,000.00	252,246.01	248,000.00	5.250	486	5.250	35.67	4,246.01	11/30/2026
530520AC9	10530	LBRTYF		01/27/2023	249,000.00	249,422.30	249,000.00	4.500	179	4.500	920.96	422.30	01/27/2026
534574AC2	10571	LINPRK		08/28/2023	248,000.00	255,291.20	248,000.00	5.000	1123	5.000	101.92	7,291.20	08/28/2028
55026MAE5	10487	LUMINA		09/15/2022	249,000.00	245,970.67	249,000.00	3.400	775	3.400	371.11	-3,029.33	09/15/2027
56824JBC7	10718	MARFED		08/30/2024	249,000.00	248,943.98	249,000.00	4.000	395	4.000	27.29	-56.02	08/31/2026
58404DUA7	10622	MEDAL		12/29/2023	248,000.00	249,798.74	248,000.00	4.500	515	4.500	61.15	1,798.74	12/29/2026

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Federal Credit Union CD													
59524LAA4	10549	MICARO		03/13/2023	249,000.00	250,484.54	249,000.00	4.850	224	4.850	595.56	1,484.54	03/13/2026
61690DQK7	10662	MORGAN		05/08/2024	244,000.00	248,468.37	244,000.00	4.700	1011	4.700	2,670.63	4,468.37	05/08/2028
61776NTH6	10745	MORGAN		06/18/2025	244,000.00	246,684.49	244,000.00	4.300	1784	4.300	1,264.79	2,684.49	06/20/2030
62847NEL6	10646	MVBF		03/27/2024	249,000.00	250,270.90	249,000.00	4.800	238	4.800	130.98	1,270.90	03/27/2026
654062LP1	10643	NCBS		03/08/2024	249,000.00	250,835.88	249,000.00	4.250	1315	4.250	666.84	1,835.88	03/08/2029
68584JAV1	10675	ORECCU		06/07/2024	248,000.00	250,322.77	248,000.00	5.050	311	5.050	823.49	2,322.77	06/08/2026
682325EK7	10676	OREGON		06/18/2024	249,000.00	252,002.94	249,000.00	4.850	504	4.850	430.12	3,002.94	12/18/2026
722000AC0	10575	PIMAF		08/17/2023	248,000.00	251,496.55	248,000.00	5.300	381	5.300	504.15	3,496.55	08/17/2026
77357DAB4	10607	ROCKLA		11/30/2023	248,000.00	255,737.85	248,000.00	5.000	1217	5.000	33.97	7,737.85	11/30/2028
835104DG2	10751	SOME		07/08/2025	249,000.00	249,000.00	249,000.00	3.950	1621	3.950	619.77	0.00	01/08/2030
849061AF3	10644	SPOTCH		03/25/2024	245,000.00	248,134.78	245,000.00	4.750	601	4.750	191.30	3,134.78	03/25/2027
87868YAL7	10551	TECHCU		03/23/2023	249,000.00	250,615.76	249,000.00	5.000	234	5.000	1,023.29	1,615.76	03/23/2026
89235MNT4	10442	TOYFBN		07/22/2022	248,000.00	245,192.14	248,000.00	3.400	720	3.400	231.01	-2,807.86	07/22/2027
89839KAD7	10604	TRUST		11/22/2023	248,000.00	253,735.25	248,000.00	4.750	1209	4.750	290.46	5,735.25	11/22/2028
88709RBH1	10677	TSBK		06/12/2024	249,000.00	251,960.11	249,000.00	4.850	497	4.850	628.64	2,960.11	12/11/2026
89854LAD5	10564	TTCUFC		07/26/2023	248,000.00	255,131.24	248,000.00	5.000	1090	5.000	169.86	7,131.24	07/26/2028
91527PCF2	10651	UNIBKT		03/13/2024	249,000.00	250,836.38	249,000.00	4.250	1320	4.250	521.88	1,836.38	03/13/2029
914242AA0	10492	UNIVCU		09/26/2022	249,000.00	248,764.45	249,000.00	4.000	56	4.000	136.44	-235.55	09/26/2025
90353EBC6	10550	USFFCU		03/15/2023	249,000.00	249,339.89	249,000.00	5.050	45	5.050	1,033.52	339.89	09/15/2025
91739JAD7	10589	UTHFCU		10/30/2023	248,000.00	256,390.83	248,000.00	5.100	1186	5.100	34.65	8,390.83	10/30/2028
06543PDA0	10494	VALLEY		09/30/2022	249,000.00	249,655.12	249,000.00	4.100	790	4.100	27.97	655.12	09/30/2027
91823MBE4	10499	VCC BK		10/14/2022	249,000.00	249,741.02	249,000.00	4.250	439	4.250	492.88	741.02	10/14/2026
92348DAA7	10500	VERIDI		10/24/2022	249,000.00	249,127.74	249,000.00	4.500	84	4.500	920.96	127.74	10/24/2025
93883MBA5	10674	WASFIN		05/31/2024	244,000.00	247,883.02	244,000.00	4.500	1399	4.500	1,865.10	3,883.02	05/31/2029
949764JY1	10617	WF		12/27/2023	248,000.00	248,606.61	248,000.00	4.100	1244	4.100	111.43	606.61	12/27/2028
98138MCA6	10590	WORKCU		10/30/2023	248,000.00	257,163.35	248,000.00	5.200	1186	5.200	35.33	9,163.35	10/30/2028
Subtotal and Average			15,779,451.61		15,628,000.00	15,736,420.79	15,628,000.00	4.288	803	4.288	31,856.31	108,420.79	
Local Agency Investment Funds													
LAIF	10028	LAIF			9,786,854.02	9,638,372.75	9,786,854.02	4.269	1	4.269	36,932.12	-148,481.27	
Subtotal and Average			10,186,130.73		9,786,854.02	9,638,372.75	9,786,854.02	4.269	1	4.269	36,932.12	-148,481.27	
Corporate Notes													
06406YAA0	10732	BK		01/13/2025	350,000.00	336,085.75	326,603.60	3.300	1483	5.170	5,069.17	9,482.15	08/23/2029
06048WR36	10515	BOAC		12/27/2022	500,000.00	478,120.00	474,859.93	2.000	690	5.000	1,083.33	3,260.07	06/22/2027
17325FBK3	10733	CITIBK		01/13/2025	350,000.00	357,378.35	347,460.48	4.838	1435	5.041	8,231.32	9,917.87	08/06/2029
29736RAP5	10737	EL		03/25/2025	300,000.00	276,582.30	273,069.18	2.375	1583	4.706	1,187.50	3,513.12	12/01/2029

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Corporate Notes													
24422EXB0	10668	JDC		05/29/2024	500,000.00	512,160.00	499,591.26	4.950	1078	4.979	1,168.75	12,568.74	07/14/2028
46647PAX4	10731	JPMC		01/07/2025	400,000.00	400,666.80	393,425.54	4.452	1222	4.979	2,770.13	7,241.26	12/05/2029
49177JAH5	10738	KVUE		03/25/2025	300,000.00	309,040.50	305,024.16	5.000	1694	4.580	5,250.00	4,016.34	03/22/2030
59217GFT1	10734	MET		01/09/2025	500,000.00	509,891.00	499,369.68	4.900	1622	4.932	1,497.22	10,521.32	01/09/2030
637432NV3	10739	NRUC		03/25/2025	300,000.00	275,971.50	271,955.56	2.400	1687	4.690	2,520.00	4,015.94	03/15/2030
808513BX2	10740	SCHW		03/25/2025	300,000.00	281,379.00	279,215.87	2.750	1522	4.610	2,750.00	2,163.13	10/01/2029
Subtotal and Average			3,669,107.11		3,800,000.00	3,737,275.20	3,670,575.26	3.807	1355	4.896	31,527.42	66,699.94	
Federal Agency Coupon Securities													
17325FBB3	10631	CITIBK		01/30/2024	750,000.00	784,097.25	770,028.53	5.803	1155	4.847	14,749.29	14,068.72	09/29/2028
3133EPCG8	10545	FFCB		03/01/2023	1,000,000.00	1,006,393.00	997,057.54	4.125	852	4.266	6,875.00	9,335.46	12/01/2027
3133EPQC2	10572	FFCB		08/02/2023	1,000,000.00	1,006,442.00	999,675.12	4.625	350	4.660	1,798.61	6,766.88	07/17/2026
3130ASGU7	10432	FHLB		06/16/2022	1,000,000.00	992,955.00	999,660.33	3.500	679	3.520	4,861.11	-6,705.33	06/11/2027
3130ASJ59	10447	FHLB		07/18/2022	1,000,000.00	993,763.00	1,001,882.83	3.375	315	3.141	4,593.75	-8,119.83	06/12/2026
313373B68	10537	FHLB		02/27/2023	500,000.00	500,936.50	499,303.01	4.375	224	4.619	8,385.42	1,633.49	03/13/2026
3130AWMN7	10563	FHLB		07/21/2023	500,000.00	509,053.50	502,537.84	4.375	1043	4.177	3,159.72	6,515.66	06/09/2028
3130B0N70	10645	FHLB		03/27/2024	500,000.00	501,559.00	500,000.00	4.850	238	4.850	8,352.78	1,559.00	03/27/2029
3130B2F59	10706	FHLB		08/20/2024	575,000.00	571,303.90	575,000.00	4.250	374	4.250	11,607.81	-3,696.10	08/10/2029
45818WED4	10498	IADB		09/13/2022	500,000.00	491,113.00	495,324.45	2.980	678	3.902	2,110.83	-4,211.45	06/10/2027
61746BCY0	10708	MORGAN		08/01/2024	300,000.00	305,940.90	303,927.69	6.250	373	4.888	8,958.33	2,013.21	08/09/2026
Subtotal and Average			7,644,702.10		7,625,000.00	7,663,557.05	7,644,397.34	4.279	589	4.187	75,452.65	19,159.71	
Treasury Coupon Securities													
91282CMG3	10735	UST		02/13/2025	300,000.00	305,871.00	297,279.65	4.250	1644	4.476	34.65	8,591.35	01/31/2030
91282CMD0	10736	UST		02/13/2025	325,000.00	333,150.35	323,529.11	4.375	1613	4.489	1,236.41	9,621.24	12/31/2029
91282CDQ1	10403	USTR		01/04/2022	1,000,000.00	962,539.00	998,536.89	1.250	517	1.357	1,086.96	-35,997.89	12/31/2026
91282CEW7	10436	USTR		07/14/2022	1,000,000.00	991,133.00	1,004,153.04	3.250	698	3.014	2,826.09	-13,020.04	06/30/2027
9128285J5	10445	USTR		07/18/2022	1,000,000.00	995,742.00	999,704.02	3.000	91	3.125	7,581.52	-3,962.02	10/31/2025
9128285C0	10456	USTR		07/11/2022	1,000,000.00	996,699.00	999,753.08	3.000	60	3.158	10,081.97	-3,054.08	09/30/2025
91282CEE7	10654	USTR		04/08/2024	500,000.00	476,347.50	467,111.18	2.375	1338	4.393	3,990.78	9,236.32	03/31/2029
Subtotal and Average			5,089,596.05		5,125,000.00	5,061,481.85	5,090,066.97	2.809	590	3.045	26,838.38	-28,585.12	
Federal Agency Callable													
3133EMSH6	10258	FFCB		03/03/2021	500,000.00	488,746.50	500,000.00	0.790	214	0.790	1,623.89	-11,253.50	03/03/2026
3133ENKG4	10397	FFCB		01/11/2022	1,000,000.00	964,163.00	1,000,000.00	1.470	528	1.470	816.67	-35,837.00	01/11/2027
3133ENMA5	10405	FFCB		01/26/2022	1,500,000.00	1,453,453.50	1,500,000.00	1.840	543	1.840	383.33	-46,546.50	01/26/2027
3133ENH52	10475	FFCB		08/23/2022	500,000.00	497,602.50	500,000.00	4.030	752	4.030	8,843.61	-2,397.50	08/23/2027

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Federal Agency Callable													
3133EREU1	10667	FFCB		05/29/2024	500,000.00	501,185.50	499,940.78	5.000	108	5.040	5,138.89	1,244.72	11/17/2025
3133ETMB0	10746	FFCB		06/24/2025	500,000.00	499,550.50	500,000.00	4.650	327	4.650	2,389.58	-449.50	06/24/2030
3130AL7M0	10254	FHLB		02/24/2021	500,000.00	488,617.00	499,915.42	0.625	23	0.658	1,362.85	-11,298.42	02/24/2026
3130AQKJ1	10406	FHLB		01/28/2022	1,500,000.00	1,448,170.50	1,500,000.00	1.700	88	1.700	212.50	-51,829.50	01/28/2027
3130AUDL5	10513	FHLB		12/30/2022	750,000.00	748,099.50	750,000.00	4.550	60	4.552	2,938.54	-1,900.50	12/30/2027
3010B07G8	10641	FHLB		02/26/2024	500,000.00	501,552.50	500,000.00	5.000	1305	5.000	10,763.89	1,552.50	02/26/2029
Subtotal and Average			7,749,842.51		7,750,000.00	7,591,141.00	7,749,856.20	2.612	372	2.617	34,473.75	-158,715.20	
Certificate of Deposit													
06406GAA9	10717	BK		08/01/2024	500,000.00	481,544.00	475,194.11	3.000	1094	4.702	3,791.67	6,349.89	10/30/2028
066519QK8	10256	BKUNTD		03/05/2021	248,000.00	242,158.86	248,000.00	0.650	216	0.000	247.32	-5,841.14	03/05/2026
06051GGA1	10716	BOAC		08/01/2024	300,000.00	294,235.50	291,724.49	3.248	811	4.596	2,709.63	2,511.01	10/21/2027
23288UAA5	10555	CYFAIR		05/19/2023	249,000.00	250,684.98	249,000.00	4.350	656	4.354	356.11	1,684.98	05/19/2027
3130B0YH6	10661	FHLB		04/19/2024	500,000.00	508,452.50	500,000.00	5.010	1357	5.010	7,118.03	8,452.50	04/19/2029
356436AR6	10658	FREENW		04/19/2024	249,000.00	253,466.81	249,000.00	4.550	1357	4.550	372.48	4,466.81	04/19/2029
38149MZJ5	10260	GOLD		09/08/2021	248,000.00	239,465.58	248,000.00	1.050	403	1.050	1,041.60	-8,534.42	09/08/2026
46625HQW3	10709	JPMC		08/01/2024	300,000.00	297,978.30	297,122.37	3.300	243	4.813	3,300.00	855.93	04/01/2026
70962LBH4	10414	PENTAG		03/22/2022	248,000.00	243,864.10	248,000.00	1.800	234	1.800	122.30	-4,135.90	03/23/2026
69353RFG8	10669	PNC		05/29/2024	500,000.00	487,655.50	477,440.78	3.100	815	5.335	4,219.44	10,214.72	10/25/2027
70320KAX9	10257	PTHFDR		03/11/2021	249,000.00	243,136.55	249,000.00	0.700	222	0.000	95.51	-5,863.45	03/11/2026
88413QDM7	10455	THFDSL		07/27/2022	245,000.00	242,205.53	245,000.00	3.400	725	3.402	114.11	-2,794.47	07/27/2027
89236TLD5	10670	TOYOTA		05/29/2024	500,000.00	508,115.50	501,329.10	5.400	476	5.179	5,325.00	6,786.40	11/20/2026
882508CG7	10653	TXN		04/01/2024	750,000.00	762,558.75	752,763.18	4.600	1287	4.479	16,579.17	9,795.57	02/08/2029
90348JS92	10261	UBSBK		09/09/2021	248,000.00	239,160.04	248,000.00	0.950	404	0.000	142.01	-8,839.96	09/09/2026
91159HHW3	10715	USB		08/01/2024	300,000.00	283,976.40	279,367.63	3.000	1459	4.938	186.99	4,608.77	07/30/2029
91282CKG5	10657	UST		04/22/2024	750,000.00	760,048.50	737,310.23	4.125	1338	4.646	10,383.13	22,738.27	03/31/2029
Subtotal and Average			6,350,945.69		6,384,000.00	6,338,707.40	6,296,251.89	3.449	880	3.905	56,104.50	42,455.51	
Municipal Bonds													
54438CYL0	10523	LACCD		01/05/2023	365,000.00	353,271.82	353,277.20	1.174	365	4.700	2,142.55	-5.38	08/01/2026
738850TA4	10522	PWUSD		01/04/2023	1,230,000.00	1,190,927.82	1,178,880.39	2.414	730	4.750	14,846.10	12,047.43	08/01/2027
Subtotal and Average			1,530,704.37		1,595,000.00	1,544,199.64	1,532,157.59	2.128	646	4.739	16,988.65	12,042.05	
Wells Fargo Sweep Account													
SWEEP	10036	WF		07/01/2012	0.00	0.00	0.00	0.010	1	0.010	0.00	0.00	
Subtotal and Average			0.00		0.00	0.00	0.00	0.000	0	0.000	0.00	0.00	

Portfolio POOL
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**City of Diamond Bar
Portfolio Management
Portfolio Details with Earnings - Investments
July 31, 2025**

Page 5

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss	Maturity Date
Money Market Fund													
857492888	10562	STATES		05/31/2023	10,292,822.57	10,292,822.57	10,292,822.57	4.210	1	4.210	39,340.72	0.00	
52470G882	10561	WEST		05/25/2023	0.00	0.00	0.00	5.150	1	5.150	0.00	0.00	
Subtotal and Average			11,002,499.99		10,292,822.57	10,292,822.57	10,292,822.57	4.210	1	4.210	39,340.72	0.00	
Total and Average			69,002,980.16		67,986,676.59	67,603,978.25	67,690,981.84	3.816	509	3.985	349,514.50	-87,003.59	

City of Diamond Bar
Portfolio Management
Portfolio Details with Earnings - Cash
July 31, 2025

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Current Rate	Days To Maturity	YTM	Accrued Interest	Unrealized Gain/Loss
Average Balance			0.00									
Total Cash and Investments			69,002,980.16		67,986,676.59	67,603,978.25	67,690,981.84	3.816	509	3.985	349,514.50	-87,003.59



CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Consultant Services Agreement with De Novo Planning Group.

STRATEGIC GOAL: Open, Engaged and Responsive Government

RECOMMENDATION:

Approve, and authorize the City Manager to sign the Consultant Services Agreement with De Novo Planning Group to prepare the necessary environmental documents pursuant to the California Environmental Quality Act in the not-to-exceed amount of \$115,651.

FINANCIAL IMPACT:

None. All costs associated with the preparation of the CEQA document shall be borne by the project applicant. The applicant will be required to submit the total contract amount to the City prior to the start of services. Consultant invoices will be paid out of the developer deposit account.

BACKGROUND:

Intracorp SoCal-1, LLC ("Intracorp"), a Southern California homebuilder, is conducting due diligence to acquire the 55,000-square-foot office building at 1400 Montefino Drive, which is owned and occupied by Liferay. Intracorp proposes to demolish the building and redevelop the 3.9-acre site with up to 49 for-sale, market-rate condominiums.

The property is located on the south side of Montefino Avenue, west of Diamond Bar Boulevard. It is bordered by a large condominium community to the north and west, a commercial shopping center to the east and south, and single-family homes to the southwest. The site lies within the Commercial Office (CO) zoning district and carries a General Plan land use designation of General Commercial, under which residential development is not permitted. An aerial image of the property is provided below.



Site Aerial

Proposed Project

To redevelop the property, the applicant must obtain approvals for a General Plan Amendment and Zone Change, among other entitlements. On August 5, 2025, Intracorp submitted an application that includes the following requests:

- General Plan Amendment to change the land use designation from General Commercial (C) to Medium High Residential (RMH).
- Zone Change from Commercial Office (CO) to Medium High Residential with a Planned Development Overlay (RMH-PD).
- Tentative Tract Map to create 49 condominium units (attached and detached).
- Development Review for site and architectural design to ensure consistency with the General Plan, Development Code, and applicable design standards.
- Conditional Use Permit for development within the PD overlay district, including potential modifications to standards such as parking ratios and setbacks.

The proposed project is subject to the California Environmental Quality Act (CEQA). Based on its scope, staff anticipates preparation of a Mitigated Negative Declaration (MND) to evaluate and mitigate potential environmental impacts. The MND will provide detailed analysis and identify mitigation measures to reduce potentially significant effects to less-than-significant levels.

ANALYSIS:

CONSULTANT SELECTION PROCESS:

On July 10, 2025, the City published a detailed Request for Proposals (RFP) through PlanetBids, inviting planning and environmental consulting firms to submit proposals to prepare the CEQA document for the project. The City received proposals from 17 firms. After reviewing the proposals, staff recommends that the City enter into a Consultant Services Agreement with De Novo Planning Group ("De Novo") based on the factors outlined below:

Quality of Proposal – De Novo prepared a proposal with a detailed scope of work closely aligned with the project's needs, including an in-depth review of potential impacts as well as areas unlikely to be impacted, based on their initial review of the site.

Cost – The proposed budgets of the 17 proposals ranged from \$49,300 to \$128,362, with an average cost of \$83,314. De Novo's proposal, with a not-to-exceed amount of \$108,085 for preparing an MND, was above the average (see table below for cost comparison). The budget includes the optional task of a Health Risk Assessment, which will be determined if it is required based on the applicant's construction timing, types of equipment, and anticipated construction hours. The total contract amount, including the optional task and a seven percent contingency to the not-to-exceed amount, is \$115,651. Some firms submitted considerably lower bids because optional tasks such as preparing certain technical studies were not included.

Firm	Bid Amount	With Optional Task(s)
Environmental Impact Sciences	\$49,300	\$79,550
Tom Dodson & Associates	\$59,000	\$62,000
EcoTierra Consulting, Inc.	\$59,020	N/A
Willdan Engineering	\$60,556	\$79,153
Chambers Group, Inc.	\$66,314	N/A
SummitWest Environmental, Inc.	\$70,099	N/A
CASC Engineering and Consulting, Inc.	\$76,350	\$107,740
EPD Solutions	\$71,883	\$79,633
CAJA Environmental Services, LLC	\$86,055	\$89,355
Envicom Corporation	\$86,698	N/A
UltraSystems Environmental	\$88,160	N/A
CSG Consultants	\$88,554	N/A
Sagecrest Planning+Environmental	\$95,475	N/A
De Novo Planning Group	\$99,985	\$108,085
ECORP Consulting, Inc.	\$101,431	N/A
Eyestone Environmental	\$121,340	N/A
Kimley-Horn and Associates, Inc.	\$128,362	N/A

Scope of Work – The proposed scope of work includes all work efforts related to the analysis, preparation, consultation and related compliance with CEQA. This will include the preparation of an initial study (IS) and MND, the preparation of necessary technical studies, and attendance at public hearings.

Firm Credentials – De Novo's team is composed of experienced and highly qualified analysts specializing in planning, environmental services, and sustainability. Their expertise encompasses environmental documentation and compliance, with technical proficiency in areas such as visual impact assessments, air quality analysis, noise studies, and biological resource evaluations. Additionally, De Novo received outstanding references, highlighting the firm's responsiveness and excellent work products.

The City also recently selected De Novo to prepare the IS/MND for the proposed billboard project at the Walnut Valley Unified School District (WVUSD) offices and bus yard on Lemon Avenue, adjacent to the SR-60 freeway. Staff has been very pleased with De Novo's work product, responsiveness, and expertise on that project, and looks forward to continuing its working relationship with the firm.

De Novo has assisted cities such as Lake Forest, Fountain Valley, Burbank, and Gardena in preparing environmental documents for similarly complex CEQA projects. In March 2020, De Novo completed an IS/MND for the City of Gardena involving the removal of an existing landscape nursery and two homes to develop 50 townhomes. The project included a General Plan Amendment, Zone Change, Tentative Tract Map, Site Plan Review, and Variance. In November 2020, De Novo completed another IS/MND for the City of Gardena for the removal of an existing retail garden center/commercial container nursery and a motel to develop 84 townhomes, including two affordable units. This project also required a General Plan Amendment, Zone Change, Tentative Tract Map, and Site Plan Review.

Project Manager – De Novo's approach includes having a dedicated project principal and project manager on every project to ensure continuity and a seamless process during the absence of either person. Starla Barker, AICP, will be the assigned project principal, responsible for review of all work products and overall quality control. Ms. Barker has over 20 years of industry experience preparing and managing planning and CEQA documents throughout Southern California. Christine Abraham, will be the assigned project manager and is responsible for day-to-day management of the CEQA process through to public hearings. Ms. Abraham is also a principal planner with De Novo and has almost two decades of environmental consulting and planning experience. Ms. Abraham is also a member of the State Bar of California.

Based on staff's evaluation of the submitted proposals, it is recommended that the City Council authorize the City Manager to execute the proposed contract with De Novo to prepare the CEQA document for a not-to-exceed total of \$115,651, which includes a seven percent contingency above the \$108,085 not-to-exceed amount.

LEGAL REVIEW:

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

PREPARED BY:

Mayuko Nakajima, Senior Planner, Community Development

ATTACHMENTS:

1. Consultant Services Agreement
2. Scope of Work and Budget

Consultant Services Agreement

CONSULTANT SERVICES AGREEMENT ENVIRONMENTAL CONSULTING SERVICES

THIS AGREEMENT (the "Agreement") is made as of September 16, 2025 by and between the City of Diamond Bar, a municipal corporation ("City") and De Novo Planning 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 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.

The Community Development Director, Greg Gubman or his designee (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 September 16, 2025, and shall continue until the scope of services is completed unless earlier terminated pursuant to the provisions herein.

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 **One hundred fifteen thousand, six hundred fifty one dollars** (\$115,651) 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 invoiced the 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 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 Bar, South Coast Air Quality Management District, and California Air Resources Board.

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

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

9. Indemnification. To the maximum extent permitted by Civil Code section 2782.8, Consultant shall 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. Notwithstanding the foregoing, for any claim alleging negligent performance by Consultant, the Consultant has no immediate obligation to provide the defense of the City. The Consultant will reimburse indemnified parties their reasonable defense costs ultimately determined to have been caused by the negligence of the Consultant and proportionate to the degree of fault of the Consultant. Except for the Indemnitees, this Agreement shall not be construed to extend to any third-party indemnification rights of any kind;

(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; and

(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; and

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

(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 at least ten (10) days prior written notice thereof. Consultant agrees that it will not cancel, reduce or otherwise modify the insurance coverage and in the event of any of the same by the insurer to immediately notify the City.

D. All policies of insurance shall cover the obligations of Consultant pursuant to the terms of this Agreement and 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 Consultant fails to keep the insurance required under this Agreement in full force and effect, City may take out the necessary insurance and any premiums paid, plus 10% administrative overhead, shall be paid by Consultant, which amounts may be deducted from any payments due Consultant.

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

11. Confidentiality. Consultant in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Consultant covenants that all data, documents, discussion, or other information developed or received by Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Consultant without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Consultant's covenant under this section shall survive the termination of this Agreement. Notwithstanding the

foregoing, to the extent Consultant prepares reports of a proprietary nature specifically for and in connection with certain projects, the City shall not, except with Consultant's prior written consent, use the same for other unrelated projects.

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

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

14. Conflict of Interest.

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

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

15. Termination. The City may terminate this Agreement with or without cause upon fifteen (15) days' written notice to Consultant. The effective date of termination shall be upon the date specified in the notice of termination, or, in the event no date is specified, upon the fifteenth (15th) day following delivery of the notice. In the event of such termination, City agrees to pay Consultant for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Consultant shall discontinue performing services, unless the notice provides otherwise, except those services reasonably necessary to effectuate the termination. The City shall be not liable for any claim of lost profits.

16. Personnel/Designated Person. Consultant represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. Starla Barker shall serve as Consultant's project manager for all such services required under this Agreement and all other services shall be performed by personnel qualified to perform such services and under her supervision. Ms. Barker shall not be replaced without the prior written consent of the City. 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 and to diligently prosecute completion of the work as agreed to by and between the Project Manager and the Consultant.

19. Time Is of the Essence. Time is of the essence. Consultant agrees to exercise diligence in the performance of its services consistent with the agreed upon project schedule, subject, however, to the exercise of the generally accepted standard of care for performance of such services.

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.

27. Notices. Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on (a) the day of delivery if delivered by hand during regular business hours or by facsimile before or during regular business hours;

or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses heretofore set forth in the Agreement, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this section.

“CONSULTANT”

De Novo Planning Group
180 E Main Street, Suite 108
Tustin, CA 92780
Attn.: Starla Barker
Phone: (949) 396-8193
E-Mail: sbarker@denovoplanning.com

“CITY”

City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765-4178
Attn.: Dan Fox
Phone: (909) 839-7010
E-mail: DFox@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.

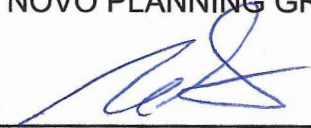
31. Waiver of Consequential Damages. Neither party shall have any claim or right against the other, whether in contract, warranty, tort (including negligence), strict liability or otherwise, for any special, indirect, incidental, or consequential damages of any kind or nature whatsoever, such as but not limited to loss of revenue, loss of profits on revenue, loss of customers or contracts, loss of use of equipment or loss of data, work interruption, increased cost of work or cost of any financing, howsoever caused, even if same were reasonably foreseeable.

32. Force Majeure. “Neither party shall have any claim or right against the other for any failure of performance where such failure of performance is caused by or is the result of causes beyond the reasonable control of the other party due to any occurrence commonly known as a “force majeure,” including, but not limited to: acts of God; fire, flood, or other natural catastrophe; acts of any governmental body; national emergency; insurrection; riot; or war.”

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

"Consultant"

DE NOVO PLANNING GROUP

By: 
Ben Ritchie

"City"

CITY OF DIAMOND BAR

By: _____
Daniel Fox, City Manager

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.*

4. SCOPE OF WORK

PROJECT UNDERSTANDING

The City of Diamond Bar is seeking a qualified environmental planning consultant team to prepare California Environmental Quality Act (CEQA) compliance documentation for the proposed subdivision for the development of 49 attached and detached residential condominiums (the Project), located on the south side of 1400 Montefino Avenue, between South Diamond Bar Boulevard and Porto Grande Drive, in Diamond Bar. The development plan includes three-story buildings with concrete slabs on grade, consisting of nine Plan 1 condominium units (four bedrooms at 1,929 square feet), 10 Plan 2 condominium units (four bedrooms at 1,940 square feet), and 30 Plan 3 condominium units (three bedrooms at 1,966 square feet), with private drive aisles. The approximately 3.94-acre Project site (APNs 8293-044-015 and -016) is developed with a commercial/office building, supported by surrounding surface parking and landscaping. The Project site has a General Plan land use designation of General Commercial (C) and is located within the Commercial Office (CO) zoning district.

The applicant is requesting discretionary approvals, including, but not limited to a Tentative Tract Map; a General Plan Amendment to change the land use designation to Medium High Density Residential (RMH) and rezone to Medium High Density Residential (RMH) with a Planned Development (PD) Overlay to allow for the proposed residential development; Development Review; and a Conditional Use Permit, as required for all PD Overlays.

It is our understanding that the applicant has prepared several technical studies, which can be used in support of the CEQA document, including a traffic study, sewer study, geotechnical report, Low Impact Development (LID) report, Stormwater Pollution Prevention Plan (SWPPP), hydrology/hydraulic report, as well as a Phase I Environmental Site Assessment, all of which would be subject to peer review by the City. It is assumed that all applicant-provided technical studies would be suitable to support the CEQA evaluation.

CEQA requires the evaluation of potential environmental impacts associated with development of the proposed Project, as well as the General Plan Amendment and the Zone Change. Based on the RFP and our understanding of the Project, De Novo is proposing to prepare a Mitigated Negative Declaration (MND) for the Project. If during the course of our evaluation it becomes evident that a significant and unavoidable impact could result from the proposed Project, an environmental impact report may be required. De Novo will communicate with the City immediately to discuss next steps for a revised scope of work to reflect the appropriate level of CEQA documentation.

SCOPE OF WORK

We have prepared the following work plan in response to the RFP, our understanding of the Project, and our experience preparing a variety of environmental clearance documents and associated technical studies throughout California. The requested work effort will involve preparation of technical studies, an Initial Study, and preparation of an MND.

TASK 1 PROJECT KICKOFF AND PROJECT DESCRIPTION

1.1 Project Kickoff Meeting

The work program will be initiated with a kickoff meeting with City staff to discuss the project features in greater detail. This initial meeting will be a key milestone to confirm the parameters of the analysis, project

construction program, buildout conditions, scheduling, and overall communications. Prior to the kickoff meeting, De Novo will distribute an agenda and detailed memorandum, which will identify information needs. De Novo will review all applicable Project information provided by the City, which may include site plans, technical specifications, visual simulations, infrastructure plans, and other relevant information. Based upon the detailed Project information obtained at the project kickoff meeting, De Novo will draft a preliminary Project Description (Task 1.2) and project schedule for review and approval by the City staff.

1.2 Project Description and Site Visit

The Project Description is a critical element of the environmental review and establishes the foundation for the technical analysis. The Project Description will detail the Project location and environmental setting, project characteristics (construction and operation), project objectives, phasing, discretionary actions, and required permits and approvals based on available information provided by the City. De Novo will submit the Project Description to the City for review and approval. This scope assumes that De Novo will respond to one set of consolidated comments from the City. We have assumed that no modifications to the Project Description will occur after approval by the City.

Task 1 Deliverables: One electronic copy of the Kickoff Meeting Agenda/Minutes; One electronic copy of the Schedule (with updates as needed); One electronic copy of the Draft and Final Project Description (Word and PDF).

TASK 2 PREPARATION OF TECHNICAL STUDIES

In order to support the Project's CEQA analysis, De Novo anticipates that the following technical studies will be required. If during subsequent discussions with the City, or during preparation of the evaluation, it is determined that additional studies will be needed, an amendment to this work program would be required.

2.1 Air Quality Analysis

De Novo will utilize our in-house Environmental Scientists to prepare an Air Quality analysis for this Project. The analysis in this section will be based on CEQA assessment methods adopted by the South Coast Air Quality Management District (SCAQMD). Ambient air quality conditions in the Project area will be described based on information from monitoring stations operated by the SCAQMD or the California Air Resources Board. The Air Quality analysis will include a quantitative assessment of Project emissions emitted into the region using the CalEEMod air quality model. Both construction-related emissions and operational emissions will be evaluated against the SCAQMD's regional significance thresholds. A localized air quality impact analysis will also be conducted to determine whether the Project's emissions will impact nearby sensitive land uses. Applicable SCAQMD rules and requirements will be presented, and mitigation measures will be provided, if needed.

2.2 Biological Resources Assessment

De Novo has teamed with South Environmental to provide biological resources services.

A reconnaissance level site survey will be conducted to map biological resources on the parcels including plant communities, special-status species, and potential jurisdictional waters. Plants and animals observed on the site will be recorded in a field notebook and representative photos will be taken. The survey area will include the parcel and a 500-foot buffer surrounding the proposed development. The project parcel will be surveyed on foot but private property in the surrounding 500-foot buffer will be surveyed using binoculars to identify potential resources to the extent that is practical.

A detailed biological resources assessment report will be prepared that describes the project, environmental and regulatory settings, maps plant communities and sensitive habitats, discusses the potential for jurisdictional features and special-status species to occur on the parcel, wildlife movement corridors and habitat linkages, and assesses the potential impacts from the proposed development to any protected resources that might occur (if any). Relevant literature will be reviewed, including but not limited to California Natural Diversity Database (CNDDDB), California Native Plant Society (CNPS) Inventory of Rare and Endangered Plants, National Wetlands Inventory (NWI), National Hydrography Database (NHD), and the Natural Resources Conservation Service (NRCS) Soils Database. An analysis of the cumulative impacts to biological resources anticipated by your projects and other unrelated projects that are proposed in the area will be included. Recommendations will be made that include avoidance and mitigation measures that reduce or eliminate the potential impacts to a less than significant level according to CEQA, when possible.

2.3 Cultural, Tribal Cultural and Paleontological Resources Assessments

De Novo has teamed with South Environmental to also provide cultural, tribal cultural, and paleontological resources assessments.

Task 2.3(a): CHRIS Records Search

A California Historical Resources Information Systems (CHRIS) records search of the Project site and a 0.5-mile radius at the South Central Coastal Information Center (SCCIC), which houses cultural records for Los Angeles County, will be conducted. The purpose of a records search is to identify any previously recorded cultural resources; review historical maps of the Project site; review the Archaeological Resources Directory list; and gather information on ethnographies. In addition, South Environmental will review the lists for the National Register of Historic Places (NRHP), the California Register of Historical Resources (CRHR), and the lists of California State Historical Landmarks, and California Points of Historical Interest.

Task 2.3(b): Assembly Bill 52 of 2014 and Senate Bill 18 of 2004 Assistance

South Environmental will assist the City of Diamond Bar with Assembly Bill 52 of 2014 (AB 52) and Senate Bill 18 of 2004 (SB 18) consultation with local Native American tribes. South Environmental will contact the California Native American Heritage Commission (NAHC) for a review of their Sacred Lands File and request an AB 52 tribal contact list, if needed. This assistance is assumed to include ghostwriting notification and consultation letters to tribes on City letterhead; mailing letters to tribal contacts; assist the City with subsequent responses from tribe; and consultation meetings that occur (we assume no more than three (3) one-hour meetings with the City and tribes); and maintaining a detailed record of all AB 52/SB 18 consultation efforts in coordination with City staff. We further assume tribal consultation will begin in the earliest stages of the CEQA process during preparation of the Initial Study.

Task 2.3(c): Cultural Resources Survey

A pedestrian survey of the Project site will be conducted, using transects spaced no greater than five meters apart on unpaved portions of the Project site. We assume that the survey will be negative for archaeological resources (i.e., no newly discovered archaeological resources will be encountered, and no previously recorded resources will require updates). No artifacts, samples, or specimens will be collected during the survey. Should any archaeological resources be identified as a result of the records search or survey requiring recordation or collecting, we will work with you to augment this scope of work and associated costs.

Task 2.3(d): Cultural Resources Report

A Phase I cultural resources technical report will be prepared, summarizing the results of the records search, NAHC Sacred Lands File search, survey, and results. The report will also discuss the proposed project description, regulatory framework, all sources consulted, recommendations for appropriate management, and analysis of the proposed project's potential to impact cultural resources under CEQA Guidelines Section 15064.5.

Task 2.3(e): Paleontological Resources Records Search

South Environmental will request a paleontological resources records search from the Natural History Museum of Los Angeles County (NHMLA), which maintains records for Los Angeles County. The purpose of the records search is to identify any previously recorded paleontological resource localities in the vicinity of the Project, as well as the paleontological sensitivity of the geologic units present within the project site.

Task 2.3(f): Paleontological Resources Assessment

Upon receipt of the paleontological records search results, South Environmental will prepare a paleontological resource technical report in accordance with the Society of Vertebrate Paleontology standard guidelines. This report will detail the results of the literature review and museum records search, summarize the paleontological sensitivity of the geologic units within and in the vicinity of the Project site, and assess potential impacts from project implementation. Based on the results of the analysis, South Environmental will develop recommended measures (as necessary), to avoid potential impacts to paleontological resources during Project implementation.

2.4 Energy Analysis

De Novo will utilize our in-house Environmental Scientists to prepare an Energy Analysis for this Project. This task will include an energy analysis pursuant to the requirements of CEQA. This will include a quantification and evaluation of the energy consumption (electricity, oil, and natural gas) and a review of the project related to the Title 24, Part 6 of the California Code of Regulations. Potential energy impacts of the Project will be focused on avoiding or reducing inefficient, wasteful and unnecessary consumption of energy. The goal of conserving energy implies the wise and efficient use of energy and will be evaluated relative to the sustainability measures found within the City's General Plan.

2.5 Greenhouse Gas Emissions Analysis

De Novo will utilize our in-house Environmental Scientists to prepare a Greenhouse Gas Emissions Analysis for this Project. The analysis in this section will be based on methods developed by the SCAQMD. The Project's GHG analysis will follow the SCAQMD screening criteria for development projects and will include a qualitative analysis and a quantitative analysis using the CalEEMod air quality model addressing both construction-related GHG emissions and operational GHG emissions. The Project will also be reviewed for consistency with locally-adopted GHG reduction policies. Mitigation measures will be developed for any potentially significant impacts identified during this analysis.

2.6 Noise and Vibration Assessment

De Novo will utilize our in-house Environmental Scientists to prepare a Noise and Vibration Assessment for this Project, in order to assess potential impacts to nearby land uses. To document existing ambient noise levels at the Project site, an ambient noise measurement program will be initiated. Two long-term noise measurements (24-hours) will be conducted to measure Project site noise exposure levels along the

southeast boundary that parallels S. Diamond Bar Boulevard, as well as on the northeastern boundary adjacent to Montefino Avenue. Two short-term measurements (20 minutes) will also be conducted at the Project boundaries (southwest and northwest) that are not substantially exposed to traffic noise. The analysis will include an analysis of on-site construction activities relative to the City's Municipal Code and government published noise thresholds. Increases in noise from vehicle traffic related to the Project will also be quantified and evaluated against significance thresholds. Vibration generated by construction activities will also be quantified and assessed relative to potential vibration induced annoyance and building damage to structures proximate to the Project site. The results of the analysis will be provided within a noise and vibration section of the environmental document. Mitigation measures will be included if needed.

2.7 *Optional Task: Health Risk Assessment*

As an optional task, at the discretion of the City, De Novo will utilize our in-house Environmental Scientists to prepare a Health Risk Assessment (HRA) for this Project, due to construction activities within proximity of nearby residences. The objective of the HRA is to determine the public health risks from construction-related emissions attributable to the Project. While not required by SCAQMD, the Office of Environmental Health and Hazards Administration (OEHHA) risk assessment guidance indicates that health risk should be evaluated for construction activities that last two months or more. The HRA would quantify emissions of toxic air pollutants, mostly from offroad construction vehicles and trucks, and this data would be used to assess localized public health risks. The HRA consists of two main efforts: exposure assessment and risk calculations. The exposure assessment will calculate the concentration of construction vehicle diesel exhaust at nearby residential uses, while the risk calculations will determine if these concentrations would result in excessive cancer risk. If cancer risk levels are determined to be significant, feasible mitigation measures would be included to minimize cancer risk.

Task 2 Deliverables

Draft and final versions of the Biological Resources Assessment, Cultural Resources Assessments and HRA would be provided to the City electronically. Results of the Air Quality, Energy, GHG Emissions, and Noise and Vibration evaluations will be included in the text of the IS/MND, and any data will be included in an appendix. One electronic copy of draft and final Cultural Resources Report will be provided (Word and PDF). The AB 52 letters will be provided to the City for review, and it would subsequently be placed on City letterhead for transmittal to tribes.

TASK 3 ADMINISTRATIVE DRAFT INITIAL STUDY

De Novo will prepare an Administrative Draft Initial Study for concurrent review by the City. The contents of the Administrative Draft Initial Study will be consistent with all applicable provisions of CEQA and the CEQA Guidelines, and will incorporate the analysis and findings of the technical studies:

3.1 Introduction

The Introduction will cite the provisions of CEQA, the CEQA Guidelines, and the City of Diamond Bar's CEQA Implementation procedures for which the proposed Project is subject.

3.2 Environmental Evaluation

This section will include a discussion of the potentially significant environmental impacts, mitigation measures to reduce significant impacts to a level of insignificance, and a statement as to whether mitigation measures will reduce impacts to a level of insignificance. The evaluation section will contain appropriately detailed analysis and discussion of those environmental criteria deemed "Potentially

Significant Impact” and “Potentially Significant Impact Unless Mitigated”. Where the project would result in “No Impact” or “Less Than Significant Impact” for particular environmental criteria, the Initial Study will include a brief discussion which supports such a finding.

Aesthetics

According to the Diamond Bar General Plan 2040 EIR, scenic vistas within the City are focused in open space, local hillsides and ridges, and distant views of the San Gabriel Mountains. The Project site is located within an urbanized area of the City. Visual impacts associated with Project construction and operation will be discussed and evaluated. The analysis will be supported by the exhibits or visual simulations provided by the applicant and would focus on whether the Project would conflict with applicable zoning and other regulations governing scenic quality as identified in the Diamond Bar Municipal Code. The analysis will also address the potential for the Project to create a new source of substantial light or glare adversely affecting day or nighttime views in the area. Existing lighting within the surrounding area will be qualitatively discussed.

Agriculture and Forestry Resources

The Project site is not identified by the California Important Farmland Finder as Farmland of Local Importance and does not contain agricultural resources; nor does the project site contain forest land. Further, the project site is not zoned for agricultural use or forest land. Thus, the Initial Study will confirm no impact to agricultural and forestry resources.

Air Quality

This section will incorporate the findings of the Air Quality analysis referenced in Task 2.1. If a HRA is warranted, then the section would also incorporate the findings of the HRA, referenced in Optional Task 2.7.

Biological Resources

This section will incorporate the findings of the Biological Resources Assessment referenced in Task 2.2.

Cultural Resources

This section will incorporate the findings of the Cultural Resources Assessment referenced in Task 2.3.

Energy

This section will incorporate the findings of the Energy analysis referenced in Task 2.4.

Geology/Soils

Utilizing the applicant-provided geotechnical studies and/or other existing resources, the analysis will identify existing regional and local geology and soils constraints (such as compressible soils, landslide hazards, disruptions, displacements, compaction, or over-covering of the soil, and areas subject to subsidence) and seismic hazards, as well as liquefaction. While the City is located in a seismically active region, there are no active faults within the City and it is not situated within an Alquist-Priolo Earthquake Zone, according to the City’s General Plan EIR. The Project will be evaluated for its potential to directly or indirectly cause substantial adverse effects involving fault rupture, strong seismic ground shaking, seismic-related ground failure (e.g., liquefaction), and landslides. This section will also address potential impacts related to paleontological resources, as referenced in Task 2.3(f).

Greenhouse Gas Emissions

This section will incorporate the findings of the Greenhouse Gas analysis referenced in Task 2.5.

Hazards and Hazardous Materials

The Project site is currently developed with a commercial office building and supporting parking lot. Utilizing regulatory agency databases and/or an applicant-provided Phase I Environmental Site Assessment, if available, De Novo's evaluation will include a review of hazardous site databases (e.g., California Environmental Protection Agency's (Cal-EPA) Cortese List, the Department of Toxic Substances Control EnviroStor database, the State Water Resources Control Board GeoTracker database, Cal-EPA's CAL-SITES Abandoned Site Program Information System (ASPIIS) database, and others that are deemed relevant). This section will include an analysis of potential hazards associated with Project construction and operations.

Hydrology/Water Quality

De Novo will utilize the applicant-provided LID report, SWPPP and hydrology/hydraulic report to evaluate potential impacts to hydrology and water quality. The Federal Emergency Management Agency indicates that this site is located in Zone X and identified as an area of minimal flood hazard. The site is characterized by a south-facing, descending slope that starts from the west of the adjacent condominiums to the east property line of the Project site. As such, De Novo will conduct an analysis of potential hydrological impacts for purposes of the CEQA evaluation; however, no technical studies or modeling will be prepared.

Land Use and Planning

The Project site is zoned as Commercial Office, and the land use designation is General Commercial (C). The analysis would consider the effects of the requested General Plan Amendment and Zone Change. The Project would not displace existing people or housing or divide an established community. The proposed Project will be reviewed for any potential conflicts with a land use plan, policy, or regulation adopted for purposes of avoiding or mitigating an environmental effect.

Mineral Resources

No known mineral resources or recovery sites occur within the Project site. Thus, the Initial Study will confirm no impact to mineral resources.

Noise

This section will incorporate the findings of the Noise and Vibration Assessment referenced in Task 2.6.

Population and Housing

The proposed Project includes residential development, resulting in direct population growth. As such, an evaluation of the Project's resulting population growth and increase in housing would be evaluated in relation to the City of Diamond Bar General Plan and Southern California Association of Governments (SCAG) growth forecasts, as provided in the Regional Transportation Plan/Sustainable Communities Strategy. It is anticipated the discussion would confirm that the Project would not induce substantial unplanned population growth.

Public Services

The Project would not involve the construction of new residential development. As such, the potential environmental impacts to fire, police, schools, parks and public facilities would be evaluated, based on the direct increase in population. It is anticipated the discussion will confirm that the provision of other new or physically altered public facilities would not be needed as a result of Project development.

Recreation

The Project would involve the construction of new residential development. As such, the potential environmental impacts related to recreation would be evaluated. It is anticipated the analysis will confirm the Project would not result in substantial physical deterioration of a recreation facility.

Transportation

De Novo will utilize the applicant-provided transportation evaluations to assess transportation and vehicle miles traveled (VMT) impacts associated with the Project.

Tribal Cultural Resources

This section will incorporate the findings of the Cultural Resources Assessment referenced in Task 2.3(b) regarding potential impacts to tribal cultural resources, including any information obtained from Native American tribes as part of the AB 52 consultation process, which will be facilitated by the City and South Environmental.

Utilities/Service Systems

The ability of existing infrastructure to support the proposed development will be confirmed, including assessing the relocation or construction of new or expanded facilities and the potential to result in an environmental effect based upon information provided by the City and service providers. The discussion will focus on the potential alteration of existing facilities, extension, or expansion of new facilities and the demand on services associated with the proposed development.

Wildfires

The Project site is not located within a fire hazard severity zone as delineated on CalFire Hazard Severity Zone Maps for the City. Further, according to the General Plan, the City is not located in a fire threat zone. Thus, the Initial Study will confirm that there would be no impact associated with wildfires.

Mandatory Findings of Significance

This section will focus on the cumulative effects and the potential for the Project to have environmental effects which will cause substantial adverse effects on human beings based in part on the analysis conducted as part of the previous environmental topical areas.

3.3 Additional Sections and Exhibits

Additional Initial Study sections will be prepared and include the following: List of Preparers; References; and Appendices. The environmental document will include exhibits to enhance the written text and clarify the proposed Project.

3.4 Administrative Draft Initial Study Submittal

The previous tasks will result in the Administrative Draft Initial Study, which will be provided to the City for concurrent review and comment.

Task 3 Deliverables. One electronic of the Administrative Draft IS with Appendices (Word and PDF); five (5) hard copies; and meeting with City staff regarding Draft IS findings.

TASK 4 MITIGATED NEGATIVE DECLARATION

Should the analyses described in Tasks 2.0 and 3.0 determine that impacts could be mitigated to a less than significant level, De Novo will prepare an MND.

4.1 Revised Draft IS/MND

De Novo will prepare a Revised Screencheck Draft IS/MND based upon comments received from the City on the Administrative Draft IS. Changes to the Screencheck Draft IS/MND will be highlighted/provided in tracked changes to assist the review.

4.2 Public Review Draft IS/MND

Comments received from City staff on the Revised Draft IS/MND will be addressed. De Novo will prepare the Notice of Intent to Adopt a MND (NOI) for public review. De Novo will be responsible for posting the NOI with the County Clerk and preparing the submittal documents to the State Clearinghouse. This scope of work excludes radius mailing and newspaper noticing.

4.3 Final IS/MND

Upon completion of the public review period, De Novo will prepare a written response to the public comments, and where necessary the appropriate revisions will be made to the IS/MND text. All responses will be provided to City staff for review in the form of a Screencheck Final Initial Study/MND. We will make any additional revisions as directed by the City and prepare a Final Initial Study/MND for consideration. The Final Initial Study/MND will include a Mitigation Monitoring and Reporting Program. At this time, the extent of public and agency comments that will result from the review process is unknown. This task identifies a maximum budget allocation to prepare the responses to comments by the De Novo team. The scope of work does not assume supplemental technical studies or extensive additional analysis will be required to provide responses to comments.

4.4 Notice of Determination

De Novo will prepare and file a Notice of Determination (NOD) with the County Clerk and State Clearinghouse. Our budget includes the filing fees for the County Clerk; however, any applicable CDFW fees are excluded.

Task 4 Deliverables. One electronic copy of the Revised Draft IS/MND (Word and PDF); One electronic copy of the Public Review Draft IS/MND (Word and PDF); Two (2) hardcopies of the Public Review Draft IS/MND; Up to 30 copies of the Notice of Intent to Adopt (NOI) and Public Review Draft IS/MND on USB mailed to the City's distribution list; One electronic draft and final Notice of Intent; One electronic draft and final Responses to Comments; One electronic draft and final MMRP; One electronic and three hardcopies of the Final IS/MND to include the Responses to Comments, MMRP, and Errata; and One electronic NOD.

TASK 5 MND PROJECT COORDINATION AND MEETINGS**5.1 Project Management and Administration**

Ms. Barker and Ms. Abraham will direct preparation and review of the MND for compliance with CEQA requirements and guidelines and City CEQA procedures. This will include close coordination and oversight of the technical analysis and identification of any areas of concern early in the work program. Ms. Abraham will coordinate with City staff, as well as internal technical staff, support staff and word processing toward the timely completion of the environmental document throughout the duration of the Project. This task involves the time necessary for management and administration of the Project, including invoicing and progress reports.

5.2 Project Meetings

Close coordination with City staff is essential. Ms. Abraham will participate in progress/Project conference calls and/or meetings with City staff, as necessary. For budgeting purposes, the following meetings are assumed, as described in the RFP: One (1) kickoff meeting with City staff (refer to Task 1.1); up to two (2) meetings with City staff to discuss work program and progress, resolve any issues, review comments on administrative documents, and/or receive any necessary direction; and attendance at up to two (2) public hearings. A minimum of three (3) check-in conference calls with City staff are also assumed. We anticipate that only the Project Manager will be required for each meeting and have provided a total number of hours to accommodate the meetings. We have not budgeted for additional technical support from other members of our team, including our subconsultants, to attend public hearings.

Diamond Bar 1400 Montefino Project IS/MND

TASK/ACTIVITY	Project Manager/ Principal Planner		Senior Planner		Associate Planner		Assistant Planner		GIS Analyst		De Novo Subtotal		South Enviro	Direct Costs	ACTIVITY
											TOTALS		Biological Cultural Paleo	Printing, Postage, Filing Fees	TOTALS
	hours	\$185	hours	\$155	hours	\$135	hours	\$125	hours	\$135	hours	Fee			Fee
TASK 1: PROJECT KICKOFF AND PROJECT DESCRIPTION															
1.1 Project Kickoff Meeting	8	\$1,480		\$0		\$0		\$0		\$0	8	\$1,480		\$200	\$1,680
1.2 Project Description	8	\$1,480		\$0	20	\$2,700		\$0	8	\$1,080	36	\$5,260			\$5,260
TASK 1 SUBTOTAL	16	\$ 2,960	0	\$ -	20	\$ 2,700	0	\$ -	8	\$ 1,080	44	\$ 6,740	\$ -	\$ 200	\$6,940
TASK 2: PREPARATION OF TECHNICAL STUDIES															
2.1 Air Quality	6	\$1,110	20	\$3,100		\$0		\$0		\$0	26	\$4,210			\$4,210
2.2 Biological Resources Assessment	4	\$740	2	\$310		\$0		\$0		\$0	6	\$1,050	\$6,930		\$7,980
2.3 Cultural (AB 52/SB 18) & Paleo Resources Assessment	4	\$740	2	\$310		\$0		\$0		\$0	6	\$1,050	\$12,555		\$13,605
2.4 Energy Assessment	8	\$1,480	16	\$2,480		\$0		\$0		\$0	24	\$3,960			\$3,960
2.5 Greenhouse Gas Emissions Assessment	6	\$1,110	20	\$3,100		\$0		\$0		\$0	26	\$4,210			\$4,210
2.6 Noise and Vibration Analysis	8	\$1,480	28	\$4,340		\$0		\$0		\$0	36	\$5,820			\$5,820
TASK 2 SUBTOTAL	36	\$ 6,660	88	\$ 13,640	0	\$ -	0	\$ -	0	\$ -	124	\$ 20,300	\$ 19,485	\$ -	\$39,785
TASK 3: ADMINISTRATIVE DRAFT INITIAL STUDY															
3.1 Introduction		\$0	2	\$310		\$0	6	\$750		\$0	8	\$1,060			\$1,060
3.2 Environmental Evaluation	16	\$2,960	8	\$1,240	60	\$8,100	40	\$5,000	4	\$540	128	\$17,840			\$17,840
3.3 Additional Sections and Exhibits		\$0		\$0		\$0	8	\$1,000	8	\$1,080	16	\$2,080			\$2,080
3.4 Administrative Draft Initial Study Submittal	12	\$2,220	8	\$1,240	6	\$810		\$0		\$0	26	\$4,270		\$500	\$4,770
TASK 3 SUBTOTAL	28	\$ 5,180	18	\$ 2,790	66	\$ 8,910	54	\$ 6,750	12	\$ 1,620	178	\$ 25,250	\$0	\$500	\$25,750
TASK 4: CEQA CLEARANCE: MITIGATED NEGATIVE DECLARATION															
4.1 Revised Draft IS/MND	16	\$2,960	12	\$1,860	16	\$2,160	8	\$1,000		\$0	52	\$7,980			\$7,980
4.2 Public Review Draft IS/MND	8	\$1,480	8	\$1,240	8	\$1,080	8	\$1,000		\$0	32	\$4,800		\$700	\$5,500
4.3 Final IS/MND	8	\$1,480	6	\$930	6	\$810	6	\$750		\$0	26	\$3,970		\$400	\$4,370
4.4 Notice of Determination		\$0		\$0		\$0	4	\$500		\$0	4	\$500		\$150	\$650
TASK 4 SUBTOTAL	32	\$5,920	26	\$4,030	30	\$4,050	26	\$3,250	0	\$0	114	\$17,250	\$0	\$1,250	\$18,500
TASK 5: MND PROJECT COORDINATION AND MEETINGS															
5.1 Project Management and Administration	22	\$4,070		\$0		\$0		\$0		\$0	22	\$4,070			\$4,070
5.2 Project Meetings	24	\$4,440		\$0		\$0		\$0		\$0	24	\$4,440		\$500	\$4,940
TASK 5 SUBTOTAL	46	\$8,510	0	\$0	0	\$0	0	\$0	0	\$0	46	\$8,510	\$0	\$500	\$9,010
Subtotals	158	29,230	132	20,460	116	15,660	80	10,000	20	2,700	506	78,050	\$19,485	2,450	\$99,985
TOTAL FEE															\$99,985
OPTIONAL TASKS															
Optional Task 2.7: Health Risk Assessment	16	\$3,360	32	\$4,320	0	\$0	0	\$0	0	\$0	50	\$8,100			\$8,100
OPTIONAL TASK SUBTOTAL														\$0	\$8,100
TOTAL FEE WITH OPTIONAL TASK															\$108,085
TOTAL FEE WITH 7% CONTINGENCY															\$115,651

NOTES:

Subconsultants and Direct Costs are billed at no markup.

De Novo Planning Group reserves the right to reallocate budget between various consulting team members and between tasks, provided the overall project budget does not change.

Additional meetings would be billed at the hourly rates identified above.



CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Diamond Bar Home Improvement Program Policy Updates.

STRATEGIC GOAL: Safe, Sustainable and Healthy Community

RECOMMENDATION:

- A. Determine that the proposed action does not constitute a project under the California Environmental Quality Act ("CEQA") pursuant to the ministerial projects exemption (14 CCR §§ 15061(b)(1) and 15268); and
- B. Adopt Resolution No. 2025-32 approving the updated Program Policies for the City's Home Improvement Program.

FINANCIAL IMPACT:

The updated Home Improvement Program is funded annually with federal Community Development Block Grant (CDBG) and state Permanent Local Housing Allocation (PLHA) funds. There is no impact to the City's General Fund.

BACKGROUND:

The City's Home Improvement Program (HIP), established in 2003, provides interest-free, deferred loans to eligible homeowners to maintain safe and sanitary housing. Eligible improvements include correcting hazardous structural conditions; providing reasonable accommodations for persons with disabilities; enhancing the exterior appearance of homes; eliminating conditions of blight; incorporating energy-efficient upgrades; and addressing exterior code violations. Administration of the program is guided by the City's Home Improvement Program Policies, which are periodically updated. The most recent update occurred in June 2023.

A recent audit by the Office of Management and Budget (OMB) found that the City was not adequately monitoring compliance with HIP policies. Specifically, the City was not consistently verifying owner-occupancy or ensuring hazard insurance listed the City as a loss payee. The Los Angeles County Development Authority (LACDA)—which allocates CDBG and PLHA funds—concurred with the findings and directed the City to revise its policy document to incorporate OMB's monitoring recommendations.

The proposed updated HIP policy document is provided in Attachment 2, with the revised language highlighted in yellow. In addition to incorporating the audit recommendations, maximum loan amounts have been increased to reflect rising costs, and a requirement for proof of legal U.S. residency has been added to

comply with a new Department of Housing and Urban Development (HUD) mandate.

ANALYSIS:

Summary of Updated Program Policies

Key changes to proposed updated HIP Program Policies are highlighted below:

- **Ongoing verification of owner-occupancy.** The requirement is written into the policy language. A Certification of Continued Owner-Occupancy form has been incorporated as Appendix A. The Deed of Trust templates (Appendices B through D) were also revised to include the pertinent language. Going forward, loan recipients will be required to submit the owner-occupancy certification and proof of hazard insurance on an annual basis.
- **Proof of citizenship/permanent residency.** This is a new requirement imposed by HUD, which must be provided as part of the loan application. The City is currently waiting for LACDA to provide guidance on how to comply with this requirement.
- **Increased maximum loan amount.** Raised from \$30,000 to \$35,000 for single-family detached homes, reflecting rising construction costs (especially reroofs). The \$20,000 condo cap remains unchanged since HOAs are responsible for exterior maintenance.
- **Additional \$2,000 allowance for abatement and title expenses.** The current policy language requires asbestos and lead-based paint testing costs to be included in the maximum loan cap. The consequence of this is that homes requiring such testing have less money available for home improvements than homes that do not. By sequestering this allowance to be applied only toward testing and remediation, the modified policy better ensures that there is no net reduction in allowable improvements for owners of older homes. Over the past year, asbestos testing has been in the \$1,100 to \$1,200 range. Also, making this a separate loan component avoids the need for the City's HIP consultant to guess at how much to deduct from the labor and materials allowance for abatement testing and remediation.

PREPARED BY:

Greg Gubman, Community Development Director

ATTACHMENTS:

1. Resolution No. 2025-32
2. Updated Home Improvement Program Policies

RESOLUTION NO. 2025-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DIAMOND BAR APPROVING UPDATED PROGRAM POLICIES FOR THE HOME IMPROVEMENT PROGRAM.

WHEREAS, the City of Diamond Bar Home Improvement Program (“HIP”) was originally established in 2003 to preserve and enhance residential neighborhoods throughout the City by providing interest-free, deferred loans to eligible owner-occupants of single family detached dwellings for the following purposes: the preservation of safe, decent and sanitary housing; to correct hazardous structural conditions; to make reasonable accommodations for persons with disabilities; to improve the overall exterior appearance of the home; to eliminate an appearance of blight; to provide energy-efficient upgrades; and to correct exterior code violations.

WHEREAS, the City desires to update the HIP Program Policies to ensure that the City verifies that loan recipients maintain compliance HIP’s owner-occupancy requirement.

WHEREAS, the City desires to increase the maximum loan amount for the Single-Family Home Improvement Program (“SHIP”) from \$30,000 to \$35,000 to cover labor and materials costs.

WHEREAS, the City desires to allow the maximum loan amount to be increased by up to \$2,000 to cover actual costs of hazardous material testing and abatement, if applicable, and title fees.

WHEREAS, the City desires to add a requirement that loan applicants provide evidence of U.S. citizenship or legal immigration status as a condition of eligibility for the HIP in accordance with a recent Department of Housing and Urban Development (“HUD”) mandate.

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

Section 1. That the updated HIP Program Policies are hereby adopted as shown in Exhibit “A” attached thereto, and supersedes all previous Program Policies.

Section 2. That the City Council determines that the proposed action does not constitute a project under the California Environmental Quality Act (“CEQA”), based on Sections 15061(b)(1) and 15268 of the CEQA Guidelines because the projects are only subject to the issuance of ministerial building permits.

Section 3. The City Clerk shall attest and certify to the passage and adoption of this Resolution and enter it into the book of original resolutions, and it shall become effective immediately upon its approval.

PASSED, APPROVED, AND ADOPTED this 16th day of September, 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 16th day of September, 2025, by the following vote, to wit:

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

Kristina Santana, City Clerk



Program Policies

Home Improvement Program



City of Diamond Bar
Community Development Department
21810 Copley Drive
Diamond Bar, CA 91765



ADOPTED BY THE CITY COUNCIL:
Resolution No. 2025-__
September 16, 2025

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Appendix A – Certification of Continued Owner-Occupancy

Appendix B – Sample Deed of Trust for CDBG-funded loans

Appendix C – Sample Deed of Trust for PLHA-funded single-family residential loans

Appendix D – Sample Deed of Trust for PLHA-funded condominium loans

I. INTRODUCTION AND OVERVIEW

A. Purpose and Goal

The purpose of the City of Diamond Bar Home Improvement Program (HIP) is to preserve and enhance residential neighborhoods throughout the City by providing interest-free loans to eligible owners of single family detached and attached dwellings for the following purposes: the preservation of safe, decent and sanitary housing; to correct hazardous structural conditions; to make reasonable accommodations for persons with disabilities; to improve the overall exterior appearance of the home; to eliminate an appearance of blight; improve energy efficiency; and to correct exterior code violations.

The HIP encompasses two loan categories:

1. The *Single-Family Home Improvement Program* (SHIP) offers interest-free, deferred loans to income-eligible, owner-occupants of detached, single-family homes, where the owner is responsible for the maintenance of both the exterior and interior of the structure.
2. The *Condominium Home Improvement Program* (CHIP) offers interest-free, deferred loans to income-eligible, owner-occupants of condominiums, where a homeowners association (HOA) is primarily responsible for exterior structure maintenance.

B. Program Objectives

Interest-free, deferred loans may be provided to eligible low- and moderate-income households of owner-occupied residences to cover the cost of housing repairs in accordance with the criteria outlined within this program. A loan shall be repaid in full upon the sale or transfer of the home; when the loan recipients no longer occupy the property; when the property is refinanced; or when the loan recipients become owners of any other real property.

C. Source of Funds

Funds for the Home Improvement Program are administered by the Los Angeles County Development Authority (LACDA) through a subrecipient agreement with the City of Diamond Bar. LACDA acts as an agent for, and receives HIP funding from the following sources:

1. **Community Development Block Grant (CDBG)** funds made available by the U.S. Department of Housing and Urban Development (HUD). These funds are specifically targeted to benefit households earning no more than the Los Angeles County CDBG Moderate Income limits published by HUD.

2. **Permanent Local Housing Allocation (PLHA)** funds collected through State Property Transfer Fees. These funds may be used to benefit households earning up to 150% of the Los Angeles County Area Median Income (AMI) published by the California Department of Housing and Community Development (HCD).

PLHA funds allow for a much broader scope of home improvement types and household income categories than CDBG funds. The following restrictions in the use of CDBG funds must be taken into account when determining which funding source to use for a loan:

- CDBG funds cannot be used to fund CHIP loans.
- CDBG funds cannot be used when issuing loans to households earning more than the CDBG Moderate Income limits.

CDBG and PLHA funds shall *not* be comingled to fund an individual HIP loan. Each SHIP loan shall be funded by either CDBG or PLHA funds. CHIP loans may only be funded by PLHA funds.

D. Denied Applications

Applicants who are denied authorization to participate in the City of Diamond Bar's Home Improvement Program for any reason other than failure to submit a complete application may not reapply for assistance within the following two (2) years after the date of the denial of the application.

II. SINGLE-FAMILY HOME IMPROVEMENT LOANS

Eligible homeowners may utilize assistance under the deferred loan program. Repeat assistance will be allowed for loans once every five (5) years provided that the balance of all outstanding loans does not exceed the amounts specified below. The City will offer the following home improvement programs to assist low- and moderate-income households with necessary improvements to their residences. Participation in the Single-Family Home Improvement Program is subject to the additional requirements described in Sections IV through VII of these Program Guidelines.

Household Income Limit: 80% or 150% of median income, depending on funding source (see Section I.c above).

Minimum Loan Amount: \$5,000

Maximum Loan Amount:

- **\$35,000** – for eligible construction costs (labor and materials).
- **Up to \$2,000 additional** – for actual costs of:
 - Hazardous material testing and abatement (if applicable), and
 - Title fees.

- **If hazardous material abatement and title fees exceed \$2,000, the excess will be deducted from the \$35,000 construction allowance.**

Loan Amount Amendment:	Applicants who initially elect to obtain a deferred loan in an amount less than the allowable maximum may amend the amount of the loan not to exceed the allowable maximum if such amendment is approved by the Community Development Director.
Eligible Properties:	Owner-occupied single-family detached residences throughout the City.
Security:	Recorded Trust Deed / Promissory Note.
Loan Rate and Term:	0% interest deferred loan payable upon sale, transfer of title or refinancing of any loan in prior position to that of the City; when the loan recipients no longer occupy the property; or when the loan recipients become owners of any other real property.
Fees:	All Fees associated with the loan such as PIRT Policy and recordation fees shall be added to loan principal. The combined total of the loan and fee amounts shall not exceed the Maximum Loan Amount.
Repeat Assistance:	Owner Occupied Single-Family Properties – Repeat assistance may be allowed for loans once every five (5) years provided that the balance of all outstanding deferred loans does not exceed \$45,000.
Equity	The total indebtedness or all recorded liens may not exceed ninety-five (95%) of the fair market value of the home after rehabilitation.
Special Requirements:	Home Improvement Program loans must be recorded against the property in first or second position only. Exceptions will be reviewed on a case-by-case basis.
Eligible Improvements:	Correction of hazardous structural conditions; modifications necessary to provide reasonable accommodations for persons with disabilities; improvements to the overall exterior appearance of the home; elimination of an appearance of blight; correction of exterior code violations; energy-efficient fixtures and system upgrades; and other eligible exterior and interior improvements. See Section V for a more detailed explanation of eligible

and noneligible improvements, as well as the order of priority for eligible improvements.

III. CONDOMINIUM HOME IMPROVEMENT LOANS

Eligible condominium owners may utilize assistance under the deferred loan program. Repeat assistance will be allowed for loans once every five (5) years provided that the balance of all outstanding loans may not exceed \$30,000, subject to the availability of PLHA funds. The City will offer the following home improvement programs to assist low- and moderate-income households with necessary improvements to their residences. Participation in the Condominium Home Improvement Program is subject to the additional requirements described in Sections IV through VII of these Program Guidelines.

Household Income Limit: 150% of area median household income.

Minimum Loan Amount: \$5,000

Maximum Loan Amount:

- **\$20,000** – for eligible construction costs (labor and materials).
- **Up to \$2,000 additional** – for actual costs of:
 - Hazardous material testing and abatement (if applicable), and
 - Title fees.
- **If hazardous material abatement and title fees exceed \$2,000, the excess will be deducted from the \$35,000 construction allowance.**

Loan Amount Amendment: Applicants who initially elect to obtain a deferred loan in an amount less than the allowable maximum may amend the amount of the loan not to exceed the allowable maximum if such amendment is approved by the Community Development Director.

Eligible Properties: Owner-occupied condominium residences throughout the City.

Security: Recorded Trust Deed / Promissory Note.

Loan Rate and Term: 0% interest deferred loan payable upon sale, transfer of title or refinancing of any loan in prior position to that of the City; when the loan recipients no longer occupy the property; or when the loan recipients become owners of any other real property.

Fees: All Fees associated with the loan such as PIRT Policy and recordation fees shall be added to loan principal. The combined total of the loan and fee amounts shall not exceed the Maximum Loan Amount.

Repeat Assistance:	Repeat assistance may be allowed for loans once every five (5) years provided that the balance of all outstanding deferred loans does not exceed \$30,000, subject to the availability of PLHA funds.
Equity	The total indebtedness or all recorded liens may not exceed ninety-five (95%) of the fair market value of the home after rehabilitation.
Special Requirements:	Home Improvement Program loans must be recorded against the property in first or second position only. Exceptions will be reviewed on a case-by-case basis.
Eligible Improvements:	Interior modifications necessary to provide reasonable accommodations for persons with disabilities; electrical, plumbing and mechanical system repairs and replacement that are not the responsibility of the HOA; window replacements; energy-efficient fixtures and system upgrades; and other interior improvements that are not the responsibility of the HOA. See Section VI for a more detailed explanation of eligible and noneligible improvements, as well as the order of priority for eligible improvements.

IV. APPLICATION SUBMITTAL PROCESS

A. Pre-Screening

Prior to preparing a Home Improvement Program deferred loan application, prospective applicants are encouraged to first contact the City of Diamond Bar Community Development Department to determine, to the extent possible, if they meet basic eligibility requirements.

B. Interest List

The City will maintain a list of potential applicants interested in participation in the HIP program. The interest list order shall be based on the chronological date and time of initial contact, and shall be served on a first-come, first-served basis.

C. Application

The Home Improvement Program Administrator will contact potential applicants on the interest list in order as funding becomes available. After verifying that the homeowner still meets the basic eligibility requirements, the

HIP Program Administrator will forward an application. The application will include the following materials:

1. General Qualifications and Conditions Form
2. Items Required for Submission List
3. Program Application
4. Lead Based Paint Pamphlet
5. Lead Based Paint Notification
6. Hazardous Materials Inspection Notice
7. Asbestos in Your Home Pamphlet
8. Confirmation of Receipt (Hazardous Materials Transmittals)

Completed applications and required supporting documents should be submitted directly to the Community Development Department located at Diamond Bar City Hall. Applications will be reviewed in the order in which they are received.

V. ELIGIBILITY CRITERIA

A. Applicant Eligibility Requirements

For CDBG-funded loans, applicant eligibility is established by Federal Law set forth in the Code of Federal Regulations 24CFR Part 5 and as interpreted by LACDA. For PLHA-funded loans, applicant eligibility is established by the California Department of Housing and Community Development (HCD) PLHA Guidelines. The City will require documentation of both household size and household income information in order to determine applicant eligibility.

1. Proof of Citizenship or Eligible Immigration Status

Applicants must provide satisfactory evidence of U.S. citizenship or legal immigration status as a condition of eligibility for the Home Improvement Program. Acceptable documentation includes, but is not limited to, a U.S. passport, U.S. birth certificate, certificate of naturalization, lawful permanent resident card, or other documentation deemed acceptable under federal housing program requirements. The City shall require applicants to submit copies of such documentation as part of the loan application process. Failure to provide satisfactory evidence of citizenship or eligible immigration status shall result in denial of program assistance.

2. Household Income

- a. CDBG-Funded Loans: Adjusted gross annual household income may not exceed the Los Angeles County CDBG Moderate Income limits published by HUD.

- b. PLHA-Funded Loans: Adjusted gross annual household income may not exceed 150% of Los Angeles County AMI adjusted for family size as provided by HCD. This income limit is based on HCD's determination that the HIP promotes the rehabilitation and preservation of ownership housing's classification as an Eligible Activity pursuant to HCD's 2019 PLHA Final Guidelines.¹
- c. Definition of Household: For the purposes of determining Program eligibility, "household" means a person or persons occupying a dwelling unit as the principal place of residence.
- d. Definition of Annual Income: For the purposes of determining Program eligibility, annual income shall be defined as the total household income received from all sources by an individual or family, including the head of household, spouse, and each additional adult member of the household who has earned or received income during a 12-month period prior to their application for services.

3. Income Subject to Review

Income determinations are subject to the submission and verification requirements of the City of Diamond Bar, and are subject to changes based on the programmatic requirements of LACDA and the CDBG Program.

The City of Diamond Bar will make the final decision in situations where the classification of income is disputed.

Failure to disclose or adequately document all sources of income will result in an automatic denial of the application for assistance.

Reported income must include, but not be limited to, the following:

- a. Personal Service Income, including the full amount of all earnings, before any payroll deductions of wages and/or salaries, overtime pay, commissions, fees, tips, bonuses, and other compensation for personal services.
- b. Business or Professional Service Income, including net income from the operation of a business or profession. Expenditures for business expansion or amortization of capital indebtedness must not be used as deductions in determining net income. Any withdrawal of cash or assets from the operation of a business or profession will be considered income, except to the extent the withdrawal is a reimbursement of cash or assets invested in the operation by the

¹ Section 301(a)(2) of HCD's 2019 PLHA Final Guidelines states that Eligible Activities include "(t)he predevelopment, development, acquisition, rehabilitation, and preservation of Affordable rental and ownership housing...that meets the needs of a growing workforce earning up to 120 percent of AMI, or 150 percent of AMI in high-cost areas."

family. An allowance for depreciation of assets used in a business or profession may be deducted, based on straight-line depreciation as provided in Internal Revenue Service regulations.

- c. Interest and Dividend Income, including interest, dividends, and other net income of any kind from real or personal property. Expenditures for amortization of capital indebtedness shall not be used as a deduction in determining net income. An allowance for depreciation is permitted only as authorized in Section 2, above. Any withdrawal of cash or assets from an investment will be included as part of net income, except to the extent the withdrawal is reimbursement of cash or assets invested by the family. Where the family has net family assets in excess of \$5,000, annual income shall include the greater of the actual income derived from all net family assets or a percentage of the value of such assets based on the current passbook savings rates as determined by HUD.
- d. Payments in Lieu of Earnings, such as unemployment and disability compensation, worker's compensation and severance pay (except for lump-sum payments described in Income Exempt from Review - Section 2, [Income Exempt from Review] below).
- e. Periodic Payments, including the full amount of periodic payments received from social security, annuities, insurance policies, retirement, pensions, disability or death benefits and other similar types of periodic receipts, including a lump-sum payment for the delayed start of a periodic payment.
- f. Periodic and Determinable Allowance, such as alimony and child support payments, and regular contributions of gifts received from persons not residing in the dwelling.
- g. Welfare Assistance, including the amount of welfare allowance or grant, but excluding any funds specifically designed for shelter and utilities that are subject to adjustment by the welfare assistance agency (in accordance with the actual cost of shelter and utilities).
- h. Armed Forces Income, including all regular pay, special pay and allowances of a member of the Armed Forces (but exempting armed forces special pay described in Income Exempt from Review - Section 6, [Income Exempt from Review] below).
- i. Tax Credits, including any earned income tax credit to the extent it exceeds income tax liability.

4. Income Exempt from Review

The calculation of annual income **shall not** include the following:

- a. Income from Children, including income from the employment of children (including foster children) under the age of 18 years, or payments received for the care of foster children.
- b. Lump-Sum Payments, including additions to family assets, such as inheritances, insurance payments (e.g., health and accident insurance, and worker's compensation), capital gains and settlement for personal or property losses (see Income Eligible for Review - Sections 4 and 5, [Income Eligible for Review] above, for income that should be included).
- c. Reimbursement for Medical Costs, including all payments received by the family that are specifically for or in reimbursement of medical expenses for any family member.
- d. Live-in Aide Income, including the income of a live-in aide employed because of a medical condition of a family member.
- e. Education Payments, including educational scholarships paid directly to the student or to the educational institution, and Government funds paid to a veteran for tuition fees, books, equipment, materials, supplies, transportation and miscellaneous personal expenses of the student. Any amount of such scholarship or payment to a veteran not used for the above purposes that is available for subsistence is to be included in income.
- f. Armed Forces (Special Pay), special pay to a family member serving in the Armed Forces, exposed to hostile fire.
- g. Government Program Payments, including the following:
 - (1) HUD Funded: Amounts received under training programs funded by HUD.
 - (2) Disabled Person Income: Amounts received by a disabled person that are disregarded for a limited time for purposes of Supplemental Security Income (SSI) eligibility and benefits, because they are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
 - (3) Public Program Assistance: Amount received by a participant in other publicly-assisted programs, which are specifically for or in reimbursement of out-of-pocket expenses incurred (special equipment, clothing, transportation, child care, etc.) and made solely to allow participation in a specific program.
 - (4) Federal Statute Exempt Income: Amounts specifically excluded by any other Federal statute from consideration as income for purposes of determining eligibility or benefits under a category of assistance programs that includes assistance under the U.S. Housing Act of 1937.
- h. Temporary Income, considered temporary, nonrecurring or sporadic in nature (including gifts).

5. Ownership of Real Property other than Primary Residence

Ownership of rental property or other real estate holdings other than the owner's primary residence is prohibited and will result in the rejection of an application for assistance.

B. Property Eligibility Requirements

In accordance with the requirements of Section IV.A. (Applicant Eligibility Requirements) above, following determination of homeowner eligibility, the owner must demonstrate property eligibility. To be eligible to receive program assistance, real property will be evaluated and must meet each of the requirements set forth below:

1. Location and Type of Property

The property must be located within the corporate boundaries of the City of Diamond Bar, and consist of one of the following two development types:

- a. A legally-recorded parcel with one detached single-family dwelling.
- b. A condominium unit located within a common-interest subdivision.

2. Condition

- a. Single-Family Detached dwellings: The property must be in need of repairs to (i) correct existing nonconforming development standards, (ii) correct existing nonconforming local and/or state code requirements, (iii) correct existing local and/or state code violations, (iv) protect the structural integrity of the dwelling, (v) promote neighborhood preservation and safety, (vi) refurbish exterior and/or eligible interior improvements (necessary for health and safety), or (vii) aid the mobility of the physically disabled and/or elderly. All repairs must qualify as eligible repairs as defined in Section V and as may be approved by LACDA.
- b. Condominiums: Eligible repairs to the dwelling unit, including its attached garage, are limited to those that fall within the sole maintenance responsibilities of its owner, and are necessary for health, safety and decent living conditions. Repairs or maintenance to portions of the structure that are the responsibility of the HOA (e.g., roofing, stucco, exterior stairs, centralized water heating, etc.) do not qualify for CHIP funding.

Note: Existing City code violations that represent health and safety or hazardous conditions may be resolved using Home Improvement Program (HIP) funds. Any noneligible code violations must be resolved by the homeowner.

3. Ownership and Owner-Occupancy Requirements

The income eligible homeowner(s) must hold record fee simple title to the property, and must occupy the property as a principal residence. The City will not approve home improvement projects for homes listed for sale.

4. Length of Ownership

The income eligible homeowner(s) must have owned the eligible property for a minimum of one (1) year at the time of application.

5. Equity

The total indebtedness of all recorded liens, including the City's Home Improvement Program loan, may not exceed ninety-five percent (95%) of the fair market value of the home after rehabilitation. For the purposes of this calculation, encumbrances must include the proposed principal amount of the Program loan requested by the eligible owner.

6. Hazard Insurance

All properties must be insured with an all-risk property insurance policy in an amount equal to the full replacement value of all structures located on the property. Furthermore, all properties located within the 100-year floodplain that receive assistance under the Program must maintain flood insurance in the amount of the improvements for the term of the loan. For condominiums, this requirement may be satisfied by a combination of individual and HOA insurance policies.

7. Property/Income Tax Delinquency or Liens

All property taxes and assessments must be paid current, and the property must not have any recorded property or income tax liens.

8. Outstanding Judgments and Obligations

All outstanding mortgages recorded against the subject property must be current. Furthermore, outstanding tax liens, mechanics liens and/or judgments recorded against the property to be rehabilitated must be paid prior to participating in the program unless waived by the Home Improvement Screening Committee.

9. HOA Approval

For improvements requiring HOA approval (such as window and door replacements), the homeowner shall apply for and obtain such approval, and provide the City with proof of approval prior to Screening Committee review.

VI. ELIGIBLE & NONELIGIBLE IMPROVEMENTS

A. Order of Priorities for Eligible Improvements

The following order of priorities will apply to all eligible improvements made using the City's Home Improvement Program funds. All improvements listed within any given priority category must be addressed prior to the inclusion of items identified as having a lower priority.

1. **Mandatory Improvements:** Mandatory improvements including those needed to alleviate conditions that present an immediate threat to the health and safety of the property's occupants and those needed to correct existing hazardous building, zoning and public nuisance code violations.
2. **Exterior Improvements:** Improvements needed to repair or replace hazardous, broken, damaged and/or deteriorated elements of the main dwelling.
3. **Lead Based Paint Improvements:** Lead based paint improvements as required by the U.S. Department of Housing and Urban Development.

B. Eligible Improvements

All eligible improvements must be physically located on the subject property or be permanently attached to the subject dwelling unit. Following an inspection of the subject property in accordance with Program requirements, the City's Screening Committee must approve: 1) applicant eligibility; and 2) the scope, type and nature of the proposed improvements. All eligible rehabilitation work must be accomplished by qualified, licensed, and insured contractors selected in accordance with Program Implementation Procedures.

The City's Home Improvement Program is designed to provide for the repair, and if necessary, the replacement of hazardous, damaged, deteriorated or failing items located on an eligible property. In the event that the replacement of damaged, deteriorated or failing items is necessary, the replacement items shall be in-kind or like-priced material. Luxury quality items will not be used in making necessary repairs. The program is not designed to provide for the upgrade of dwellings. Some eligible improvements are subject to material allowances. A description of all applicable cost allowances will be provided to the applicant if requested. A listing and description of all eligible improvements, including item-specific restrictions (if applicable) is provided below:

1. **Abatement of Code Violations:** All work including but not limited to demolition, construction, rehabilitation, replacement (subject to program restrictions), and installation needed to abate hazardous violations of the City codes.

2. **Accessibility Modifications:** All modifications, alterations, or additions necessary to facilitate access and use of the dwelling by disabled persons are permitted. These may include the installation of handicap ramps, grab bars, and accessible shower enclosures; the modification of doorways, hallways, countertop elevations; and other adaptive measures.
3. **Deadbolt Locks:** Installation of single cylinder deadbolt locks is **required** on all entry doors.
4. **Doors/Windows/Screens:** Repair and replacement of worn or damaged exterior doors, windows, or screens is permitted with those of similar type and/or quality. Enlargement of door/window openings is permitted only where the existing door/window area is non-compliant with current building codes, and only to the extent needed to achieve building code compliance.
5. **Electrical:** Repair and upgrading of electrical system, if required by the current adopted Electrical Code, including service panels, wiring, outlets, and switches.
6. **Energy Conservation:** Installation or replacement of insulation, weather stripping, water heater, and attic ventilators. Installation of energy efficient doors and windows is allowable provided that the conditions outlined under **Doors/Windows** are met. Other energy conservation measures or equipment as may be approved by the LACDA may be installed.
7. **Garage Doors:** The repair or replacement of garage doors, including the replacement of inoperable garage door openers and broken springs is eligible, provided that the repair is incidental to the overall cost of rehabilitation to the property.
8. **HVAC Systems:** Repair or replacement of failed, failing, damaged or inoperative existing integral HVAC system components including furnaces, air conditioning compressors, forced air units, heat pumps, ducts and vents is permitted. The installation of new air conditioning equipment is not permitted except in cases where medically necessary as prescribed by a doctor. The installation or repair of window air conditioners is not permitted.
9. **Rear or Side-Yard Slope Landscaping (as a hazardous soil erosion mitigation measure):** The replacement of dead sod, trees, shrubs and ground cover (other than sod) is permitted on rear and side-yard slopes having an incline of at least 10:1. The subject yard areas must be adjacent to or visible from public rights-of-way. The scope and nature of the permitted slope landscaping will be only that necessary to eliminate the hazard and meet minimum municipal code requirements provided that the cost for such improvements does not exceed \$500.

10. **Overgrown/Dead Vegetation:** Only the trimming of overgrown vegetation and the removal of dead vegetation that is documented as a hazardous condition or an impediment to the rehabilitation activity is permitted. Dead vegetation, other than sod, that is removed may not be replaced.
11. **Painting (exterior):** Exterior painting is eligible and **must** be undertaken if the current condition represents a violation of adopted Codes as determined by the City. All painting must comply with the Lead Based Paint requirements of the U.S. Department of Housing and Urban Development.
12. **Termite/Pest Control:** Eradication of insect infestations and repairs to elements of the dwelling damaged by insect infestation is permitted.
13. **Plastering, siding, and stucco:** Repairs (e.g. patching, filling or localized replacement) to damaged plaster, stucco or siding is permitted.
14. **Plumbing/Sewer Pipes and Fixtures:** Repair or replacement of leaking or damaged water/sewer pipes and fixtures (including toilets, bathtubs, shower enclosures, faucets and garbage disposals) is permitted only to the extent necessary to address health and safety considerations.
15. **Property Clean-up:** The removal of overgrown vegetation, trash and debris located on the subject property is permitted only when necessary to eliminate documented hazardous or health and safety conditions, or when incidentally required for the performance of other rehabilitation activities. Removal of excessive debris and trash from the inside of the home is permitted only where the homeowner(s) is/are physically incapable of completing such work and when necessary to eliminate hazardous conditions. Appropriate documentation of these circumstances must be maintained in the project file. **Applicants shall sell, donate, or arrange for removal by a licensed and bonded salvage company, any inoperative vehicle that is not stored within an enclosed garage.**
16. **Roofing:** Complete repair or replacement of deteriorated or damaged roofing of the main dwelling is permitted. Materials of the same type and quality as the existing roof **must** be used (i.e. composition shingle **must** be replaced by composition shingle) except where 1) different roofing materials are needed to match the type and quality of roofs found on a majority of homes in the immediate neighborhood, or 2) if the existing roof is made of wood shake a light weight tile roof may be installed to meet code requirements. Roof replacements that require an engineering survey or engineered structural modifications are **not** permitted. The repair or replacement of patio roofs is **not** permitted.
17. **Smoke Detectors:** Smoke detectors **must** be installed throughout the home as required by adopted building codes.

18. **Ground-Fault Circuit-Interrupter Protection (GFCI):** GFCIs must be installed in all locations as required under the California Electrical Code.
19. **Structural Repairs/Modifications:** Structural repairs/modifications are permitted to the extent that such repairs/modifications 1) correct existing structural deficiencies as defined by the California Building Code; and/or 2) provide accessibility for disabled persons.
20. **Water Heaters:** Repair or replacement of deteriorated or inoperable water heaters including the repair or installation of enclosures, insulation blankets, earthquake strapping and/or pressure release valves is permitted.
21. **Lead Based Paint (LBP) Testing and Treatment/Abatement:** The performance of required LBP testing and clearance, and the treatment and/or abatement of lead-based paint are permitted.
22. **Asbestos Testing and Abatement:** The performance of required Asbestos testing, and the abatement of asbestos hazards is permitted.

C. Noneligible Improvements

1. **Common-Interest Portions of Buildings:** Structural, mechanical, electrical and plumbing systems, including those listed in Section V.B. above, that fall within the repair and maintenance responsibilities of the HOA are noneligible for funding.
2. **Accessory Buildings and Structures:** Rehabilitation to areas not considered in the square footage of a housing unit is generally considered a noneligible HIP rehabilitation activity. Rehabilitation of accessory buildings and structures including but not limited to: patios, enclosed patios, decks, porches, sheds, greenhouses, barbecue pits, outdoor fireplaces, bathhouses, swimming pools, saunas, hot tubs, and similar buildings or structures is a noneligible activity. However, if a hazardous condition exists in one of the aforementioned areas, the City may use HIP funds to demolish the structure. Such hazardous condition must be remedied prior to the commencement of any eligible rehabilitation work.
3. **Accessory Dwelling Units (ADUs):** The HIP program shall not be used to rehabilitate ADUs of any type, including, but not limited to, attached ADUs, detached ADUs and Junior ADUs (i.e., ADUs located within the walls of the main dwelling, garage or accessory structure).
4. **Non-Permanent Attachments:** The removal, replacement or rehabilitation of valances, cornice boards, drapes, blinds, and indoor or outdoor furnishings is a noneligible activity;

5. **Unauthorized Improvements:** Any rehabilitation activity not approved by the City is noneligible.

VII. ELIGIBLE & NONELIGIBLE COSTS

A. Eligible Costs

Home Improvement Program funds may only be used for the actual reasonable cost of materials and services necessary to complete all rehabilitation work approved by the City as set forth in the approved Scope of Work, and additional costs, as follows:

1. **Permits:** Building permits and inspection and other related fees necessary for the completion of the approved rehabilitation work;
2. **Processing Costs:** Costs of loan processing, including without limitation, credit reports, property appraisals, and if necessary, preliminary title reports and recording fees.

B. Noneligible Costs.

Specific costs not eligible for payment under the Home Improvement Program include, but are not limited to the following:

1. **Luxury Materials:** Materials, fixtures, or equipment of a type or quality that exceeds that customarily used in properties of the same general use as the property to be rehabilitated;
2. **Furnishings:** Purchase, installation or repair of interior or exterior home furnishings;
3. **Personal Labor Costs:** Compensation/reimbursement of owner's personal labor;
4. **Unauthorized Costs:** Compensation/reimbursement for noneligible improvements or any work not included and authorized in the City approved Contractor Agreement or subsequent City approved change orders.
5. **Prior Work Costs:** Any repair work not listed as eligible in this Program and any work contractually entered into prior to approval by the City.

VIII. TERMS AND CONDITIONS OF PROGRAM ASSISTANCE

A. Continued Owner-Occupancy Requirement

The loan recipient shall maintain the assisted property as their principal place of residence for the full term of the loan. At no time during the term of the loan shall the property be rented, leased, or otherwise occupied by persons other than the loan recipient and their immediate household.

To ensure compliance, loan recipients shall submit to the City, on an annual basis, a sworn affidavit attesting that the property remains their principal residence. This self-certification shall be in a form prescribed by the City and must be received by the City no later than the anniversary date of the loan agreement each year. The City reserves the right to verify owner-occupancy through additional means, and the affidavit shall not be construed as conclusive proof of compliance.

Failure to (i) maintain the property as an owner-occupied residence, or (ii) timely provide the required annual affidavit, shall constitute a default under the Program and shall result in the loan becoming immediately due and payable in full.

B. Maintenance/Occupancy Requirements

Assisted properties shall be maintained in compliance with the Diamond Bar City Code. Assisted properties shall maintain occupancy not to exceed the maximum occupancy limits as established by HUD. Property owners shall not permit criminal activities to occur on the property; permit property improvements to suffer deterioration or decline; or maintain, cause or permit to be maintained, any public nuisance on the subject property. Failure to adhere to these terms and conditions shall be grounds for the City to demand immediate repayment of the HIP loan.

C. Hazard Insurance

Property owners receiving HIP Program loan assistance shall maintain, throughout the term of the loan, an all-risk property insurance policy, including flood insurance if the property is located in a flood zone, insuring the property in an amount equal to the full replacement value of the structures on the property. The insurance policy or policies shall name the City of Diamond Bar as an additionally insured/loss payee. Documentation shall be provided in a manner approved by the City Attorney.

D. Nondiscrimination

There shall be no discrimination against or segregation of any person or group of persons in accordance with Executive Order 11246, Title VI of the Civil Rights Act of 1964, Section 109, Title I of the Housing and Community Development Act of 1974, Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973, in the selection of contractors or subcontractors to complete the rehabilitation work financed with Program assistance, or in the sale, leasing, transferring, use, occupancy, tenure, or enjoyment of assisted properties.

E. Compliance with Program Policies and Procedures

Throughout the applicable term of Program assistance, Program participants shall comply with all Program requirements and procedures as set forth in these Policies and Procedures and as required by the City and as set forth in Grant and Loan agreements and related attachments. Any misstatements, omissions, misrepresentations, deletions, falsifications, or other willful actions taken by a Program participant to wrongfully obtain a CHIP or SHIP loan will result in the immediate cancellation of the Program participant's application, and cause any disbursed funds to become immediately due and payable, plus the interest that would have accrued from the date that the funds were disbursed, at the market mortgage interest rate in effect on the date that the funds were disbursed, and may cause further legal action to be taken, and permanently disqualify the Program participant from the Diamond Bar Home Improvement Program.

IX. GUIDELINE & COST AMENDMENT PROCEDURES

A. Amendment - Program Guidelines.

The Diamond Bar City Council must approve all amendments to these Home Improvement Program Guidelines.

B. Emergency Project Funding Modification.

- 1. Health & Safety Discoveries:** After the rehabilitation construction work has commenced and the contractor discovers health and safety problems, as defined by the California Building Codes, that were not included in the initial Scope of Work the following procedures shall be implemented:
 - a.** The property owner may request that the Deferred Loan be increased to cover the cost of the correction of health and safety issues only; and
 - b.** The contractor shall prepare a written Change Order Request specifying the scope, nature and cost of the work necessary to correct the unforeseen health and safety issues. In no event shall the Change Order Request be of an amount that would cause the total Deferred Loan to exceed the maximum amounts set forth in Sections II and III.
 - c.** The written Change Order Request shall be submitted to the property owner for review and approval.
 - d.** Upon receiving property owner approval, the City Project Coordinator shall review the cost reasonableness of the proposed changes. The City Project Coordinator must review the original Scope of Work to determine if it can be modified in order to provide the funds necessary to cover the cost of the remediation of

the newly discovered health and safety issues. If costs are deemed reasonable and if sufficient funding can be provided via modification to existing contracted improvements, a formal contract change order will be prepared and the required signatures of the contractor and property owner shall be obtained.

- e. If in the judgment of the City Project Coordinator the newly identified health and safety issues are critical to maintaining the habitability of the subject residence and the original Scope of Work cannot be adequately modified to make available the funds needed to cover the cost of the expanded scope of work, a recommendation to increase the amount of the Deferred Loan may be submitted to the City's Home Improvement Screening Committee for consideration. The total Deferred Loan amount, with the Change Order added in, shall not exceed the maximum amounts set forth in Sections II and III.

2. Screening Committee Review & Recommendation: The City of Diamond Bar Home Improvement Screening Committee shall review all facts relating to the property owner's request for an increase in the amount of the Deferred Loan. If in the judgment of the Screening Committee an increase in the Deferred Loan is warranted, it may recommend to the City Manager that the maximum amount of the Deferred Loan be increased by an amount not to exceed \$5,000 provided that it finds that all of the following circumstances apply:

- a. Additional work is essential to return the subject rehabilitated residence to a habitable condition and the original Scope of Work cannot be modified to provide the funds needed to pay for the cost of the newly identified health and safety issues; and
- b. The property owner has or is willing to execute the necessary documents to increase the amount of the Deferred Loan; and
- c. The required additional work is the result of unforeseen circumstances not apparent during the preparation of the initial Scope of Work; and
- d. The required additional work is required to address health and safety issues; and
- e. The property owner has provided written acknowledgement that he or she shall assume the responsibility to pay for the cost of work that exceeds the amount of rehabilitation assistance provided by the City.

X. AUTHORITY TO ADMINISTER

The City Manager or their designee shall have the authority to administer this Home Improvement Program inclusive of the establishment, maintenance and

modification of appropriate implementation procedures. All program legal documents shall be approved as to form by the City Attorney prior to use.

APPENDIX A

Certification of Continued Owner-Occupancy

**CITY OF DIAMOND BAR
HOME IMPROVEMENT PROGRAM
CERTIFICATION OF CONTINUED OWNER-OCCUPANCY**

I/We, the undersigned, declare as follows:

1. I/We am/are the owner(s) of the real property commonly known as:

(Street Address, City, State, Zip Code)

2. I/We certify that the above-referenced property is my/our principal place of residence and that I/we continue to occupy the property as an owner-occupant in compliance with the City of Diamond Bar Home Improvement Program loan requirements.
3. I/We understand that submission of this annual certification is required as a condition of continued loan compliance, and that failure to submit this certification, or to maintain the property as an owner-occupied principal residence, constitutes a default under the Program.
4. I/We acknowledge that the City of Diamond Bar reserves the right to verify owner-occupancy by independent means, and that this affidavit does not limit the City's authority to conduct such verification.

Executed on this ____ day of _____, 20____, at Diamond Bar, California.
I/We declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Printed Name:	Signature:
Daytime Phone Number:	Email Address:

Printed Name:	Signature:
Daytime Phone Number:	Email Address:

APPENDIX B

CDBG Deed of Trust Template

APPENDIX B

RECORDING REQUESTED BY

City of Diamond Bar
AND WHEN RECORDED MAIL TO:

NAME City of Diamond Bar
 ADDRESS Attn: Arlene Laviera c/o Vivian
 CITY & STATE Moss, HIP Program
 21810 E. Copley Drive
 Diamond Bar, CA 91765

APN # ____ - ____ - ____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FREE RECORDING REQUESTED PURSUANT TO GOV'T CODE SECTION 6103 & 27383

DEED OF TRUST

WITH ASSIGNMENT OF RENTS AS ADDITIONAL SECURITY

This DEED OF TRUST, made **[Date]**, between **[Property Owner(s) as stated on existing title]**,
 , herein called TRUSTOR(S),

Whose address is _____

[NAME OF TITLE COMPANY], a California Corporation, herein called TRUSTEE, and CITY OF DIAMOND BAR, herein called BENEFICIARY, Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale that property in Los Angeles County, Diamond Bar, California, described as:

[INSERT LEGAL DESCRIPTION]

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) payment of the sum of \$ _____ with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated by reference or contained herein or reciting it is so secured; (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A of that certain Fictitious Deed of Trust referenced herein, and it is mutually agreed that all of the provisions set forth in subdivision B of that certain Fictitious Deed of Trust recorded in the book and page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	71-10-26	615	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego Series 5 Book 1964, Page	149774				

APPENDIX B

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties) are preprinted on the following pages hereof and are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge thereof does not exceed the maximum allowed by laws.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

Signature of Trustor(s)

Name 1

Name 2

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each County in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay; at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may, make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgement of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his or her reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby, any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) The Trustor(s) shall maintain the property as their principal place of residence for the full term of this Deed of Trust. At no time during such term shall the property be rented, leased, or otherwise occupied by persons other than the Trustor(s) and their immediate household.

(2) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him or her in the same manner and with the same effect as above provided for regarding disposition of proceeds of fire or other insurance.

(3) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his or her right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(4) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(5) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(6) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his or her own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(7) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall Cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

APPENDIX B

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(8) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(9) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the owner and holder, including pledgees of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural.

(10) The Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO [NAME OF TITLE COMPANY]

The undersigned is the legal owner and holder of the note or notes and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated _____

Please mail Deed of Trust,
Note and Reconveyance to _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

APPENDIX C

PLHA Deed of Trust Template Single-Family Residence (detached home on individual lot)

RECORDING REQUESTED BY

City of Diamond Bar
AND WHEN RECORDED MAIL TO:

NAME City of Diamond Bar
ADDRESS Attn: Arlene Laviera c/o Vivian
CITY & STATE Moss, HIP Program
21810 Copley Drive
Diamond Bar, CA 91765

APN # ____-____-____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FREE RECORDING REQUESTED PURSUANT TO GOV'T CODE SECTION 6103 & 27383

DEED OF TRUST WITH ASSIGNMENT OF RENTS AS ADDITIONAL SECURITY

This DEED OF TRUST, made [Date], between [Property Owner(s) as stated on existing title]

, herein called TRUSTOR(S),

Whose address is _____.

[NAME OF TITLE COMPANY], a California Corporation, herein called TRUSTEE, and CITY OF DIAMOND BAR, herein called BENEFICIARY, Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale that property in Los Angeles County, Diamond Bar, California, described as:

[INSERT LEGAL DESCRIPTION].

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) payment of the sum of \$ _____ with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated by reference or contained herein or reciting it is so secured; (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A of that certain Fictitious Deed of Trust referenced herein, and it is mutually agreed that all of the provisions set forth in subdivision B of that certain Fictitious Deed of Trust recorded in the book and page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	71-10-26	615	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego Series 5 Book 1964, Page	149774				

APPENDIX C

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties) are preprinted on the following pages hereof and are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge thereof does not exceed the maximum allowed by laws.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

Signature of Trustor(s)

Name 1

Name 2

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each County in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may, make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgement of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his or her reasonable fees.

(5) To pay immediately and without demand all sums so expended by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby, any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) The Trustor(s) shall maintain the property as their principal place of residence for the full term of this Deed of Trust. At no time during such term shall the property be rented, leased, or otherwise occupied by persons other than the Trustor(s) and their immediate household.

(2) Amounts repaid to Beneficiary shall be deposited in City of Diamond Bar's PLHA account to be reused for additional owner-occupied repair/rehab consistent with PLHA Regulations and HCD Guidelines. If, at any point prior to the repayment of the deed in full, the property is no longer the primary residence of the homeowner for any reason, repayment will be subject to Section 302(c)(6) of the PLHA Guidelines.

(3) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him or her in the same manner and with the same effect as above provided for regarding disposition of proceeds of fire or other insurance.

(4) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his or her right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(5) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(6) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(7) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his or her own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(8) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election

APPENDIX C

to cause to be sold said property, which notice Trustee shall Cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(9) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(10) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the owner and holder, including pledgees of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural.

(11) The Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO [NAME OF TITLE COMPANY]

The undersigned is the legal owner and holder of the note or notes and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated _____

Please mail Deed of Trust,
Note and Reconveyance to _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

APPENDIX D

PLHA Deed of Trust Template for Condominiums

APPENDIX D

RECORDING REQUESTED BY

City of Diamond Bar
AND WHEN RECORDED MAIL TO:

NAME City of Diamond Bar
ADDRESS Attn: Arlene Laviera c/o Vivian
CITY & STATE Moss, HIP Program
21810 Copley Drive
Diamond Bar, CA 91765

APN # _____

SPACE ABOVE THIS LINE FOR RECORDER'S USE

FREE RECORDING REQUESTED PURSUANT TO GOV'T CODE SECTION 6103 & 27383

DEED OF TRUST
WITH ASSIGNMENT OF RENTS AS ADDITIONAL SECURITY

This DEED OF TRUST, made [Date], between [Property Owner(s) as stated on existing title]

herein called TRUSTOR(S),

Whose address is _____.

[NAME OF TITLE COMPANY], a California Corporation, herein called TRUSTEE, and CITY OF DIAMOND BAR, herein called BENEFICIARY, Trustor irrevocably grants, transfers and assigns to Trustee in Trust, with Power of Sale that property in Los Angeles County, Diamond Bar, California, described as:

LEGAL DESCRIPTION ATTACHED HERETO AS EXHIBIT "A" AND MADE A PART HEREOF

Together with the rents, issues and profits thereof, subject, however, to the right, power and authority hereinafter given to and conferred upon Beneficiary to collect and apply such rents, issues and profits.

For the Purpose of Securing (1) payment of the sum of \$ _____ with interest thereon according to the terms of a promissory note or notes of even date herewith made by Trustor, payable to order of Beneficiary, and extensions or renewals thereof; (2) the performance of each agreement of Trustor incorporated by reference or contained herein or reciting it is so secured; (3) Payment of additional sums and interest thereon which may hereafter be loaned to Trustor, or his successors or assigns, when evidenced by a promissory note or notes reciting that they are secured by this Deed of Trust.

To protect the security of this Deed of Trust, and with respect to the property above described, Trustor expressly makes each and all of the agreements, and adopts and agrees to perform and be bound by each and all of the terms and provisions set forth in subdivision A of that certain Fictitious Deed of Trust referenced herein, and it is mutually agreed that all of the provisions set forth in subdivision B of that certain Fictitious Deed of Trust recorded in the book and page of Official Records in the office of the county recorder of the county where said property is located, noted below opposite the name of such county, namely:

COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE	COUNTY	BOOK	PAGE
Alameda	1288	556	Kings	858	713	Placer	1028	379	Sierra	38	187
Alpine	3	130-31	Lake	437	110	Plumas	166	1307	Siskiyou	506	762
Amador	133	438	Lassen	192	367	Riverside	3778	347	Solano	1287	621
Butte	1330	513	Los Angeles	T-3878	874	Sacramento	71-10-26	615	Sonoma	2067	427
Calaveras	185	338	Madera	911	136	San Benito	300	405	Stanislaus	1970	56
Colusa	323	391	Marin	1849	122	San Bernardino	6213	768	Sutter	655	585
Contra Costa	4684	1	Mariposa	90	453	San Francisco	A-804	596	Tehama	457	183
Del Norte	101	549	Mendocino	667	99	San Joaquin	2855	283	Trinity	108	595
El Dorado	704	635	Merced	1660	753	San Luis Obispo	1311	137	Tulare	2530	108
Fresno	5052	623	Modoc	191	93	San Mateo	4778	175	Tuolumne	177	160
Glenn	469	76	Mono	69	302	Santa Barbara	2065	881	Ventura	2607	237
Humboldt	801	83	Monterey	357	239	Santa Clara	6626	664	Yolo	769	16
Imperial	1189	701	Napa	704	742	Santa Cruz	1638	607	Yuba	398	693
Inyo	165	672	Nevada	363	94	Shasta	800	633			
Kern	3756	690	Orange	7182	18	San Diego Series 5 Book 1964, Page 149774					

APPENDIX D

shall inure to and bind the parties hereto, with respect to the property above described. Said agreements, terms and provisions contained in said subdivisions A and B, (identical in all counties) are preprinted on the following pages hereof and are by the within reference thereto, incorporated herein and made a part of this Deed of Trust for all purposes as fully as if set forth at length herein, and Beneficiary may charge for a statement regarding the obligation secured hereby, provided the charge thereof does not exceed the maximum allowed by laws.

The undersigned Trustor, requests that a copy of any notice of default and any notice of sale hereunder be mailed to him at his address hereinbefore set forth.

Signature of Trustor(s)

Name 1

Name 2

DO NOT RECORD

The following is a copy of Subdivisions A and B of the fictitious Deed of Trust recorded in each County in California as stated in the foregoing Deed of Trust and incorporated by reference in said Deed of Trust as being a part thereof as if set forth at length therein.

A. To protect the security of this Deed of Trust, Trustor agrees:

(1) To keep said property in good condition and repair; not to remove or demolish any building thereon; to complete or restore promptly and in good and workmanlike manner any building which may be constructed, damaged or destroyed thereon and to pay when due all claims for labor performed and materials furnished therefor; to comply with all laws affecting said property or requiring any alterations or improvements to be made thereon; not to commit or permit waste thereof; not to commit, suffer, or permit any act upon said property in violation of law; to cultivate, irrigate, fertilize, fumigate, prune and do all other acts which from the character or use of said property may be reasonably necessary, the specific enumerations herein not excluding the general.

(2) To provide, maintain and deliver to Beneficiary fire insurance satisfactory to and with loss payable to Beneficiary. The amount collected under any fire or other insurance policy may be applied by Beneficiary upon any indebtedness secured hereby and in such order as Beneficiary may determine, or at option of Beneficiary the entire amount so collected or any part thereof may be released to Trustor. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(3) To appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; and to pay all costs and expenses, including cost of evidence of title and attorney's fees in a reasonable sum, in any action or proceeding in which Beneficiary or Trustee may appear, and in any suit brought by Beneficiary to foreclose this Deed.

(4) To pay: at least ten days before delinquency all taxes and assessments affecting said property, including assessments on appurtenant water stock; when due, all encumbrances, charges and liens, with interest, on said property or any part thereof, which appear to be prior or superior hereto; all costs, fees and expenses of this Trust.

Should Trustor fail to make any payment or to do any act as herein provided, then Beneficiary or Trustee, but without obligation so to do and without notice to or demand upon Trustor and without releasing Trustor from any obligation hereof, may, make or do the same in such manner and to such extent as either may deem necessary to protect the security hereof, Beneficiary or Trustee being authorized to enter upon said property for such purposes; appear in and defend any action or proceeding purporting to affect the security hereof or the rights or powers of Beneficiary or Trustee; pay, purchase, contest or compromise any encumbrance, charge, or lien which in the judgement of either appears to be prior or superior hereto; and, in exercising any such powers, pay necessary expenses, employ counsel and pay his or her reasonable fees.

(5) To pay immediately and without demand all sums so expanded by Beneficiary or Trustee, with interest from date of expenditure at the amount allowed by law in effect at the date hereof, and to pay for any statement provided for by law in effect at the date hereof regarding the obligation secured hereby, any amount demanded by the Beneficiary not to exceed the maximum allowed by law at the time when said statement is demanded.

B. It is mutually agreed:

(1) The Trustor(s) shall maintain the property as their principal place of residence for the full term of this Deed of Trust. At no time during such term shall the property be rented, leased, or otherwise occupied by persons other than the Trustor(s) and their immediate household.

(2) Amounts repaid to Beneficiary shall be deposited in City of Diamond Bar's PLHA account to be reused for additional owner-occupied repair/rehab consistent with PLHA Regulations and HCD Guidelines. If, at any point prior to the repayment of the deed in full, the property is no longer the primary residence of the homeowner for any reason, repayment will be subject to Section 302(c)(6) of the PLHA Guidelines.

(3) That any award of damages in connection with any condemnation for public use of or injury to said property or any part thereof is hereby assigned and shall be paid to Beneficiary who may apply or release such moneys received by him or her in the same manner and with the same effect as above provided for regarding disposition of proceeds of fire or other insurance.

(4) That by accepting payment of any sum secured hereby after its due date, Beneficiary does not waive his or her right either to require prompt payment when due of all other sums so secured or to declare default for failure so to pay.

(5) That at any time or from time to time, without liability therefor and without notice, upon written request of Beneficiary and presentation of this Deed and said note for endorsement, and without affecting the personal liability of any person for payment of the indebtedness secured hereby, Trustee may: reconvey any part of said property; consent to the making of any map or plat thereof; join in granting any easement thereon; or join in any extension agreement or any agreement subordinating the lien or charge hereof.

(6) That upon written request of Beneficiary stating that all sums secured hereby have been paid, and upon surrender of this Deed and said note to Trustee for cancellation and retention or other disposition as Trustee in its sole discretion may choose and upon payment of its fees, Trustee shall reconvey, without warranty, the property then held hereunder. The recitals in such reconveyance of any matters or facts shall be conclusive proof of the truthfulness thereof. The Grantee in such reconveyance may be described as "the person or persons legally entitled thereto."

(7) That as additional security, Trustor hereby gives to and confers upon Beneficiary the right, power and authority, during the continuance of these Trusts, to collect the rents, issues and profits of said property, reserving unto Trustor the right, prior to any default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Beneficiary may at any time without notice, either in person, by agent, or by a receiver to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property or any part thereof, in his or her own name sue for or otherwise collect such rents, issues, and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including reasonable attorney's fees, upon any indebtedness secured hereby, and in such order as Beneficiary may determine. The entering upon and taking possession of said property, the collection of such rents, issues and profits and the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

APPENDIX D

(8) That upon default by Trustor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, Beneficiary may declare all sums secured hereby immediately due and payable by delivery to Trustee of written declaration of default and demand for sale and of written notice of default and of election to cause to be sold said property, which notice Trustee shall Cause to be filed for record. Beneficiary also shall deposit with Trustee this Deed, said note and all documents evidencing expenditures secured hereby.

After the lapse of such time as may then be required by law following the recordation of said notice of default, and notice of sale having been given as then required by law, Trustee, without demand on Trustor, shall sell said property at the time and place fixed by it in said notice of sale, either as a whole or in separate parcels, and in such order as it may determine, at public auction to the highest bidder for cash in lawful money of the United States, payable at time of sale. Trustee may postpone sale of all or any portion of said property by public announcement at such time and place of sale, and from time to time thereafter may postpone such sale by public announcement at the time fixed by the preceding postponement. Trustee shall deliver to such purchaser its deed conveying the property so sold, but without any covenant or warranty, express or implied. The recitals in such deed of any matters or facts shall be conclusive proof of the truthfulness thereof. Any person, including Trustor, Trustee, or Beneficiary as hereinafter defined, may purchase at such sale.

After deducting all costs, fees and expenses of Trustee and of this Trust, including cost of evidence of title in connection with sale, Trustee shall apply the proceeds of sale to payment of: all sums expended under the terms hereof, not then repaid, with accrued interest at the amount allowed by law in effect at the date hereof; all other sums then secured hereby; and the remainder, if any, to the person or persons legally entitled thereto.

(9) Beneficiary, or any successor in ownership of any indebtedness secured hereby, may from time to time, by instrument in writing, substitute a successor or successors to any Trustee named herein or acting hereunder, which instrument, executed by the Beneficiary and duly acknowledged and recorded in the office of the recorder of the county or counties where said property is situated, shall be conclusive proof of proper substitution of such successor Trustee or Trustees, who shall, without conveyance from the Trustee predecessor, succeed to all its title, estate, rights, powers and duties. Said instrument must contain the name of the original Trustor, Trustee and Beneficiary hereunder, the book and page where this Deed is recorded and the name and address of the new Trustee.

(10) That this Deed applies to, inures to the benefit of, and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors, and assigns. The term Beneficiary shall mean the owner and holder, including pledgees of the note secured hereby, whether or not named as Beneficiary herein. In this Deed, whenever the context so requires, the masculine gender includes the feminine and/or the neuter, and the singular number includes the plural.

(11) The Trustee accepts this Trust when this Deed, duly executed and acknowledged, is made a public record as provided by law. Trustee is not obligated to notify any party hereto of pending sale under any other Deed of Trust or of any action or proceeding in which Trustor, Beneficiary or Trustee shall be a party unless brought by Trustee.

DO NOT RECORD

REQUEST FOR FULL RECONVEYANCE

TO [NAME OF TITLE COMPANY]

The undersigned is the legal owner and holder of the note or notes and of all other indebtedness secured by the foregoing Deed of Trust. Said note or notes, together with all other indebtedness secured by said Deed of Trust, have been fully paid and satisfied; and you are hereby requested and directed, on payment to you of any sums owing to you under the terms of said Deed of Trust, to cancel said note or notes above mentioned, and all other evidence of indebtedness secured by said Deed of Trust delivered to you herewith, together with the said Deed of Trust, and to reconvey, without warranty, to the parties designated by the terms of said Deed of Trust, all the estate now held by you under the same.

Dated _____

Please mail Deed of Trust,
Note and Reconveyance to _____

Do not lose or destroy this Deed of Trust OR THE NOTE which it secures. Both must be delivered to the Trustee for cancellation before reconveyance will be made.

EXHIBIT "A"

Legal Description

For APN/Parcel ID(s): ____-____-____

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE CITY OF DIAMOND BAR, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

A CONDOMINIUM COMPRISED OF:

PARCEL 1:

- A) AN UNDIVIDED [FRACTION] INTEREST IN AND TO LOT _ OF TRACT NO. _____, IN THE CITY OF DIAMOND BAR, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK ____ PAGES ____ TO ____ INCLUSIVE OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPT THEREFROM UNITS ____ TO ____ INCLUSIVE AS DEFINED AND DELINEATED ON THE CONDOMINIUM PLAN RECORDED [MONTH, DAY, YEAR] AS INSTRUMENT NO. __-_____, OFFICIAL RECORDS.

- B) UNIT ____ AS DEFINED AND DELINEATED ON THE ABOVE REFERRED TO CONDOMINIUM PLAN.



CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Maintenance Services Agreement with Pyro-Comm Systems, Inc. for Diamond Bar City Hall Fire Alarm System Replacement.

STRATEGIC GOAL: Responsible Stewardship of Public Resources

RECOMMENDATION:

- A. Determine that it is in the best interest of the City for the City Council to waive the bidding requirements per Section 3.24.090 (g) of the City's Purchasing Ordinance;
- B. Appropriate \$119,500 from the Building Facility & Maintenance Fund (504) for the replacement of the fire alarm system at Diamond Bar City Hall;
- C. Appropriate \$15,500 from the General Fund (100) for fire alarm testing, inspection, monitoring, and maintenance services for the fire alarm system at Diamond Bar City Hall; and
- D. Approve, and authorize the City Manager to sign the Maintenance Services Agreement with Pyro-Comm Systems, Inc.

FINANCIAL IMPACT:

It is recommended that a one-time expenditure of \$119,500 be appropriated from the Building Facility & Maintenance Fund (504) fund balance to the FY 2025-2026 Building Facility & Maintenance Fund account (504620-56100) to cover the one-time expenditure of replacing the fire alarm system at Diamond Bar City Hall. The total includes \$11,136 set aside for unforeseen or as-needed work. Sufficient funds are available in Fund 504 to support this appropriation.

It is also recommended that an additional \$15,500 be appropriated from the General Fund (100) fund balance to the General Fund, Civic Center account (100620-52320) for fire alarm testing, inspection, monitoring, and maintenance services for the fire alarm system at Diamond Bar City Hall for FY 2025-2026. Ongoing expenditures for fire alarm testing, inspection, monitoring, and maintenance services in subsequent fiscal years will be requested through the annual budget process. While sufficient unassigned fund balance is available to cover this initial maintenance cost, it should be noted that the General Fund is currently projected to have a structural deficit. Therefore, increased maintenance expenditures will widen the City's recurring funding gap unless offset by revenue enhancements or expenditure reductions.

BACKGROUND:

In 2012, the fire alarm system at Diamond Bar City Hall, located at 21810 Copley Drive, was installed during the City's renovation of the building when relocating from South Coast Air Quality Management District. The fire alarm system covers both floors of the building, including the Diamond Bar Library located on the first floor.

Recently, the system has experienced several compliance issues, primarily due to persistent trouble signals that have proven to be irreparable, as confirmed by the manufacturer's determination of a malfunctioning fire alarm control panel, which was replaced in 2019. In addition to a malfunctioning control panel, field devices within the existing system have also experienced frequent malfunctions, leading to increased expenses related to service calls to the City's fire alarm system maintenance service provider, Pyro-Comm Systems, Inc. (Pyro-Comm).

As of August 2025, the existing system is still operational. However, the multiple trouble signals displayed complicate the differentiation between actual and false trouble signals, which requires significant staff time to troubleshoot the system to ensure there is no real emergency.

ANALYSIS:

Fire alarm systems typically have a lifespan of approximately 20 years, requiring regular inspection, testing, monitoring, and minimal routine maintenance. For this reason, the City's Public Works Department generally assesses fire alarm systems at City facilities between 15 and 20 years of age to determine the appropriate timeline for replacement, which is contingent upon funding priorities at the time of assessment.

As a result of the persistent issues with the failing fire alarm control panel and devices, the City's Public Works Department engaged with Pyro-Comm to explore feasible solutions. Given the existing system's age of 13 years and the critical need for a reliable fire alarm system, City staff and Pyro-Comm determined that it would be advantageous to replace the existing system with a fire alarm system named *Notifier*. While repairing the malfunctioning components is an option, it will only provide a temporary solution and be more costly in the long run, should other repairs be necessary, specifically as the existing system is approaching the age at which the City's Public Works Department conducts its assessment to determine the appropriate replacement date.

The *Notifier* fire alarm system has been successfully installed at both the Diamond Bar Center and the Heritage Park Community Center. The system requires minimal maintenance while still requiring regular testing, inspection, and monitoring. To date, the *Notifier* system at these locations has functioned with minimal to no issues. Standardizing the fire alarm systems across these three locations will not only promote consistency in maintenance standards but also equip Diamond Bar City Hall with a system that has proven reliable in other City facilities.

Given the urgent need for a properly functioning fire alarm system, coupled with the safety risks of further failure of the existing system, it was determined that an appropriate amount of time did not exist to do a full request for proposal (RFP) process and receive responsive proposals. Per Sections 3.24.090 (g) of the City's Purchasing Ordinance, the bidding requirements may be waived upon authorization of the City Council. With time being of the essence, it is recommended that the City's existing fire alarm system maintenance service provider, Pyro-Comm, be utilized to complete the replacement. It is further recommended that Pyro-Comm continue to provide ongoing fire alarm testing, inspection, monitoring, and maintenance services for the newly installed fire alarm system at Diamond Bar City Hall.

LEGAL REVIEW:

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

PREPARED BY:

Alex Batres, Management Analyst, City Manager's Office

ATTACHMENTS:

1. Maintenance Services Agreement - PyroComm Systems, Inc.

MAINTENANCE SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made as of September 16, 2025 by and between the City of Diamond Bar, a municipal corporation ("City") and Pyro-Comm Systems, Inc., a California corporation ("Contractor").

1. Contractor's Services.

Subject to the terms and conditions set forth in this Agreement Contractor shall provide to the reasonable satisfaction of the City the completion of the Diamond Bar City Hall Fire Alarm System Replacement as set forth in the attached Exhibit "A", dated August 14, 2025, and of the Fire Alarm Testing, Inspection, Monitoring and Maintenance Services at Diamond Bar City Hall as set forth in the attached Exhibit "B", dated July 23, 2025. Exhibits "A" and "B" are hereby incorporated into this Agreement by reference as if set forth in full herein. As a material inducement to the City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated the work and fully understands the difficulties and restrictions in performing the work. Contractor represents that it is fully qualified to perform such consulting services by virtue of its experience and the training, education and expertise of its principals and employees.

Jason Williams, Public Works Maintenance Supervisor (herein referred to as the "City's Project Manager"), shall be the person to whom the Contractor will report for the performance of services hereunder. It is understood that Contractor shall coordinate its services hereunder with the City's Project Manager to the extent required by the City's Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of the City's Project Manager and the City Manager.

2. Term of Agreement. This Agreement shall take effect September 16, 2025, and shall continue until June 30, 2028 ("Term"), unless earlier terminated pursuant to the provisions herein.

3. Compensation. City agrees to compensate Contractor for each service which Contractor performs to the satisfaction of City in compliance with the scope of services set forth in Exhibits "A" and "B". Payment will be made only after submission of proper invoices in the form specified by City. Payment to Contractor pursuant to this Agreement for Fiscal Year 2025-2026 (July 1, 2025 – June 30, 2026) shall not exceed one hundred nineteen thousand five hundred dollars and zero cents (\$119,500.00) for the completion of the Diamond Bar City Hall Fire Alarm System Replacement as described in Exhibit "A". Payment to Contractor for Fire Alarm Testing, Inspection, Monitoring, and Maintenance Services at Diamond Bar City Hall for Fiscal Year 2025-2026 (July 1, 2025 – June 30, 2026) shall not exceed fifteen thousand five hundred dollars and zero cents (\$15,500.00) as described in Exhibit "B". Payment to Contractor for Fire Alarm Testing, Inspection, Monitoring, and Maintenance Services at Diamond Bar City Hall in subsequent fiscal years, Fiscal Year 2026-2027 (July 1, 2026 – June 30, 2027) and Fiscal Year 2027-2028 (July 1, 2027 – June 30, 2028), shall be subject to a not-to-exceed amount of fifteen thousand five hundred dollars and zero cents (\$15,500.00) annually, which is subject to City Council appropriation and approval of respective fiscal year City Budgets. The above not to exceed amounts shall include all costs, including, but not limited to, all clerical, administrative, overhead, telephone, travel, and all related expenses.

4. Payment.

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

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

C. City will pay Contractor the amount invoiced the City will pay Contractor the amount properly invoiced within 35 days of receipt.

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

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

6. Priority of Documents. In the event of any inconsistency between the provisions of this Agreement and any attached exhibits, the following order of precedence shall apply: (a) this Agreement; (b) Contractor's Proposal – Diamond Bar City Hall Fire Alarm System Replacement (Exhibit "A"); and (c) Contractor's Proposal – Fire Alarm Testing, Inspection, Monitoring, and Maintenance Services (Exhibit "B").

7. Status as Independent Contractor.

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

B. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Agreement, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. In the event that City is audited by any Federal or State agency or the Public Employee Retirement System regarding the independent contractor status of Contractor and the audit in any way fails to sustain the validity of a wholly independent contractor relationship between City and Contractor or its employees, then Contractor agrees to reimburse City for all costs, including accounting and attorney's fees, arising out of such audit and any appeals relating thereto.

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

D. Contractor shall, at Contractor's sole cost and expense fully secure and comply with all federal, state and local governmental permit or licensing requirements, including but not limited to the City of Diamond Bar, South Coast Air Quality Management District, and California Air Resources Board.

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

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

9. Unauthorized Aliens. Consultant hereby promises and agrees to comply with all of the provisions of the Federal Immigration and Nationality Act, 8 U.S.C.A. § 1101 *et seq.*, as amended, and in connection therewith, shall not employ unauthorized aliens as defined therein. Should Consultant so employ such unauthorized aliens for the performance of work and/or services covered by this Agreement, and should any liability or sanctions be imposed against City for such use of unauthorized aliens, Consultant hereby agrees to and shall reimburse City for the cost of all such liabilities or sanctions imposed, together with any and all costs, including reasonable attorney fees, incurred by City.

10. Indemnification.

Contractor shall indemnify, defend with counsel approved by City, and hold harmless City, its officers, officials, employees and volunteers ("Indemnitees") from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with:

(1) Any and all claims under Worker's Compensation acts and other employee benefit acts with respect to Contractor's employees or Contractor's contractor's employees arising out of Contractor's work under this Agreement; and

(2) Any and all claims arising out of Contractor's performance of or failure to perform work hereunder or its failure to comply with any of its obligations contained in this Agreement, regardless of City's passive negligence, but excepting such loss or damage which is caused by the sole active negligence or willful misconduct of the City. Should City in its sole discretion find Contractor's legal counsel unacceptable, then Contractor shall reimburse the City its costs of defense, including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation. The Contractor shall promptly pay any final judgment rendered against the Indemnitees. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and

inclusive as is permitted by the law of the State of California and will survive termination of this Agreement. Except for the Indemnitees, this Agreement shall not be construed to extend to any third-party indemnification rights of any kind.

11. Insurance.

A. Prior to performance of work under this Agreement and at all times during the term of this Agreement Contractor shall 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 \$2,000,000.00 combined single limit coverage against any injury, death, loss or damage as a result of wrongful or negligent acts by Contractor, its officers, employees, agents, and independent contractors in performance of services under this Agreement;

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

(3) automotive liability insurance written on an occurrence basis covering all owned, non-owned and hired automobiles, with minimum combined single limits coverage of \$2,000,000.00; and

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

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

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

D. All policies of insurance shall cover the obligations of Contractor pursuant to the terms of this Agreement and shall be issued by an insurance company which is authorized to do business in the State of California or which is approved in writing by the City; and shall be placed have a current A.M. Best's rating of no less than A-, VII.

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

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

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

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

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

12. Confidentiality. Contractor in the course of its duties may have access to confidential data of City, private individuals, or employees of the City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this section shall survive the termination of this Agreement. Notwithstanding the foregoing, to the extent Contractor prepares reports of a proprietary nature specifically for and in connection with certain projects, the City shall not, except with Contractor's prior written consent, use the same for other unrelated projects.

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

14. Termination. The City may terminate this Agreement with or without cause upon fifteen (15) days' written notice to Contractor. The effective date of termination shall be upon

the date specified in the notice of termination, or, in the event no date is specified, upon the fifteenth (15th) day following mailing of the notice. In the event of such termination, City agrees to pay Contractor for services satisfactorily rendered prior to the effective date of termination. Immediately upon receiving written notice of termination, Contractor shall discontinue performing services, unless the notice provides otherwise, except those services reasonably necessary to effectuate the termination. The City shall be not liable for any claim of lost profits.

15. Personnel. Contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under this Agreement. All of the services required under this Agreement will be performed by Contractor or under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Contractor reserves the right to determine the assignment of its own employees to the performance of Contractor's services under this Agreement, but City reserves the right, for good cause, to require Contractor to exclude any employee from performing services on City's premises.

16. Prevailing Wage. Notice is hereby given that in accordance with the provisions of California Labor Code, Division 2, Part 7, Chapter 1, Articles 1 and 2, the Contractor is required to pay not less than the general prevailing rate of per diem wages for work of a similar character in the locality in which the public works is performed, and not less than the general prevailing rate of per diem wages for holiday and overtime work. In that regard, the Director of the Department of Industrial Relations of the State of California is required to and has determined such general prevailing rates of per diem wages. Copies of such prevailing rates of per diem wages are on file in the Office of the City Clerk of the City of Diamond Bar, 21810 Copley Drive, Diamond Bar, California, and are available to any interested party on request. City also shall cause a copy of such determinations to be posted at the job site.

The Contractor shall forfeit, as penalty to City, not more than twenty-five dollars (\$25.00) for each laborer, workman or mechanic employed for each calendar day or portion thereof, if such laborer, workman or mechanic is paid less than the general prevailing rate of wages hereinbefore stipulated for any work done under this Agreement, by him or by any subcontractor under him.

The CONTRACTOR and any of its subcontractors must be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, which precludes the award of a contract for a public work on any public works project awarded after April 1, 2015. This Agreement is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

17. Non-Discrimination and Equal Employment Opportunity.

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

B. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor state either that it is an equal opportunity employer or that all qualified

applicants will receive consideration for employment without regard to race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

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

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

19. Delays and Extensions of Time. Contractor's sole remedy for delays outside its control shall be an extension of time. No matter what the cause of the delay, Contractor 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 Contractor's control. If Contractor 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 Contractor be entitled to any claim for lost profits due to any delay, whether caused by the City or due to some other cause.

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

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

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

23. 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.

24. 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.

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

“CONTRACTOR”

Pyro-Comm Systems, Inc.
15215 Alton Parkway, Suite 100
Irvine, CA 92618
Attn.: Rene Collins
Phone: 714-369-5631
E-Mail: rcollins@pyrocomm.com

“CITY”

City of Diamond Bar
21810 Copley Drive
Diamond Bar, CA 91765-4178
Attn.: Jason Williams
Phone: 909-839-7059
E-mail: JWilliams@diamondbarca.gov

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

27. 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.

28. Severability. If any term, condition, or covenant of this Agreement is declared or determined by any court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions of this Agreement shall not be affected thereby, and the Agreement shall be read and construed without the invalid, void or unenforceable provision(s).

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

[SIGNATURE PAGE FOLLOWS]

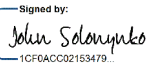
IN WITNESS of this Agreement, the parties have executed this Agreement as of the date first written above.

"Contractor"

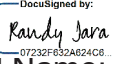
"City"

PYRO-COMM SYSTEMS, INC.

CITY OF DIAMOND BAR

By: 
Printed Name: John Solonyynko
Title: Vice President

By: _____
Daniel Fox, City Manager

By: 
Printed Name: Randy Jara
Title: Vice President

ATTEST:

Kristina Santana, City Clerk

Approved as to form:

By: 
Omar Sandoval, City Attorney

State of California "CONTRACTOR'S" License No. 612153.

CONTRACTOR'S Business Phone 714-902-8000.

Emergency Phone 714-902-8000 at which CONTRACTOR can be reached at any time.

***NOTE:**

- ***If Contractor is a corporation, the City requires the following signature(s):***
(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR
- *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.*

EXHIBIT “A”

Diamond Bar City Hall Fire Alarm System Replacement

[Behind this page.]

Pyro-Comm Systems, Inc.

15215 Alton Parkway, Suite 100, Irvine, CA 92618

(714) 902-8000 fax (714) 902-8001 C-10 #612153

PROPOSAL

TO: City of Diamond Bar
ATTN: Jason Williams
PROJECT: Diamond Bar City Hall Fire Alarm Sys
LOCATION: 21810 E. Copley Drive Diamond Bar, CA
PRODUCT: Fire Alarm Equipment

Date: 8/14/2025
Plans: 10/24/2011
Spec:

V25.06.01

This quotation supersedes any oral quotation which may have been furnished by seller to buyer with respect to the above mentioned project. The prices and terms on this quotation are not subject to oral changes or other agreements unless approved by seller in writing. Quotation are valid for 30 days but cancelable in the event of strikes, accidents, fires and material availability and all other causes beyond seller's control. Terms inconsistent with order will not be binding on seller. Prices cover only materials listed below based on our interpretation of plans and specifications. Additional equipment unless negotiated prior to order placement shall be billed accordingly and become an integral part of any Contract, Written Agreement, or Purchase Order. There is a re-stocking fee equal to a minimum of 25% of the manufacture's list price on all returned material. **PCSI cannot be held to their pricing for material for more than 10 days because of the everchanging market increases. Once design has been completed PCSI will provide additional material cost as a change order.**

SCOPE:

PYROCOMM is pleased to provide pricing for the above-mentioned project. This proposal includes the following:

- Provide engineered drawings, plan check, permit, and inspection fees.
- Furnish and install fire alarm equipment as listed below as a one for one replacement of the existing obsolete and unsupported fire alarm control panel and associated field devices.
- The existing wiring shall be reused in its entirety. If any existing cabling cannot be reused, new wiring will be provided via a change order.
- This proposal is based upon work during normal working. Off hour work will require additional costs.
- This proposal does not include "fire watch" and associated fees. Fire watch shall be provided by others during construction. The existing fire alarm system will need to be brought offline at the start of construction.
- All existing audible/visual field devices are thought to be serviceable at the time of installation (see note 8). Replacement of existing field devices is based on the current fire alarm panel program. If field conditions differ from program, additional cost will apply outside of this proposal.

Please see Conditions/Exclusions below for full scope of work.

QTY DESCRIPTION		QTY DESCRIPTION	
1	Fire Alarm Control (Inspire N16e) - Notifier	LOT	Fire Alarm System Engineering and Drawings
2	Batteries	LOT	Permit, Plan Check, and Inspection Fees
1	Remote LCD Annunciator	LOT	Fire Alarm System Installation Material & Labor
1	CLSS	LOT	Fire Alarm System Project Management Labor
13	Addressable Manual Pull Station	LOT	Fire Alarm System Programming Labor
66	Intelligent Smoke Detectors	1	Fire Alarm System Pre-Test
39	Addressable Heat Detector	1	Fire Alarm Final Inspection with the Fire Department
4	Monitor Module (Flow Switch)	LOT	Tax and Freight
4	Monitor Module (Tamper Switch)		
1	Monitor Module (P.I.V. Switch)		
1	Monitor Module (OS & Y Switch)		
2	Elevator (Pri & Alt) Recall Modules		
1	Elevator Hat Lamp Activation Module		
1	Elevator Shunt Trip Module		
2	Elevator Shunt Trip Control Ckt Monitoring		
1	Elevator Battery Lowering		
8	Pre-Action/Clean Agent Monitor Module		

V25.06.01

- 4 Addressable Monitor Module
- 8 Addressable Relay Module
- 1 Document Box

The price for the above outlined scope including sales tax is: \$108,364

CONDITIONS/EXCLUSIONS:

1. Work shall not be performed until a contract/purchase order has been received and approved by this office.
2. Invoicing shall be monthly, based on progress of labor and material. Pyro-Comm Systems Inc. reserves the right to stop work when any invoice exceeds 30 days past due. 20% upon approved submittals.
3. To insure against manufacturers price increases and to avoid backorders, Pyro-Comm Systems Inc. reserves the right to purchase the equipment required within 30 days of contract and submittal approval and to invoice the owner/contractor when the equipment is received.
4. On projects that require plan checks and or submittals, no work shall be performed until all approvals have been received by this office. The liability for any work requested prior to approvals shall be the sole responsibility of the owner/company requesting the work.
5. Disputed charges; the owner/contractor shall not retain any amount that exceeds the value of any disputed item including its labor.
6. Retention is due and payable upon completion.
7. Final inspection is included, although if Pyro-Comm Systems Inc. has to return for additional inspections due to causes beyond our control, additional fees and labor will apply.
8. Upon completion of work if any existing field devices are found to need service and/or replacement or if troubleshooting of the system is needed, additional costs will apply outside of this proposal.
9. No central station monitoring is provided in this quotation. Owners to sign separate monthly monitoring agreement at a monthly rate of \$75.00 a month for a minimum of 36 months.
10. A CAD disc/file will be required before plans can be started. Allow four working days for plan engineering to start after receipt of CAD disc/file. Allow ten working days of engineering, Allow three weeks at plan check minimum.
11. Electrical contractor to call for rough wire inspection after Pyro-Comm Systems Inc. has completed wire rough in. No finish device to be hung until electrical contractor has received rough wire inspection. Any finish equipment asked to be hung before rough wire inspection shall be electrical contractor's responsibility.
12. Failure to follow Pyro-Comm Systems Inc. plans may result in additional labor to investigate and correct electrician's work to meet Pyro-Comm Systems Inc. engineered plans outside of this proposal. Pyro-Comm Systems Inc. will not be responsible for delays in meeting your final inspection dates if plans are not followed.
13. All wiring of 120 VAC and greater, mounting cabinets and 120vac emergency circuits to cabinets provided by electrical contractor.
14. Pyro-Comm Systems Inc. does not accept responsibility for discounts in payment, back charges, or other adjustments, without receipt of written notification to Pyro-Comm Systems Inc. of specific problems and or conditions. Should adjustments be found to be appropriate and correct Pyro-Comm Systems Inc. will provide written authorization to proceed.
15. All work to be during normal hours (7:00AM to 3:00PM).
16. All software programming of system to remain the property of Pyro-Comm Systems Inc.
17. All access panels to service any fire alarm equipment or junction boxes by others.
18. All conduit runs outside of building to have ¼" nylon pull ropes installed by electrical contractor.
19. Patching & painting by others.
20. Parking to be provided on site.
21. Work areas to be asbestos free.
22. Quotation excludes 2 hour rated cable for fire alarm riser feeds, if two hour rated enclosure is not provided for on project for survivability of fire alarm circuits.
23. If any legal action or arbitration or other proceedings are brought for enforcement of this agreement, or because of an alleged dispute, breach, default, or misrepresentation connection with any provision of this Agreement and Pyro-Comm Systems Inc. is found to be not at fault, the party shall be responsible for reasonable attorney's fees and the costs incurred therein in addition to any relief sought therein.
24. Painting of conduit if required by specs by owners.
25. Sprinkler contractor is responsible to adjust all sprinkler valves.
26. Paid until paid clause not acceptable.
27. All relays provided by Pyro-Comm Systems Inc. for shut down functions are pilot duty only. Electrical contractor to provide contactors when circuits being shut down exceed the provided pilot duty relay ratings.
28. A lift will be required to access above 12 feet. Two lifts at a minimum will be required to be provided to Pyro-Comm Systems Inc. from owner/contractor.
29. All wire from relay(s) provided for smoke/fire damper control, elevator capture, elevator shunt trip by electrical contractor.

- 30. All access doors and wire guards in elevator shaft for smoke & heat detectors by general contractor.
- 31. Pyro-Comm Systems, Inc. is not responsible for any Fire Watch.
- 32. The installation of cellular monitoring equipment is dependent upon the area signal strength of the location of the proposed cellular communicator system and may require additional equipment to increase the cellular signal strength. If required, this equipment will be at an additional cost.

RESPECTFULLY SUBMITTED BY,
Pyro-Comm Systems, Inc.
Ernie KnustGraichen
(714) 932-8810

Accepted by:
Signature _____ Date _____

EXHIBIT “B”

Fire Alarm Testing, Inspection, Monitoring, and Maintenance Services

[Behind this page.]

PYRO-COMM SYSTEMS, INC.

15215 Alton Parkway, Suite 100 Irvine, California 92618

(714)902-8000 | fax(714)902-8001

FIRE ALARM TESTING, INSPECTION, MONITORING AND MAINTENANCE SERVICE AGREEMENTSubscriber's Company Name: City of Diamond BarSubscriber's Company Address: 21810 Copley Drive Diamond Bar, CA 91765Subscriber's Premises Name: Diamond Bar City HallSubscriber's Premises Address: 21810 Copley Drive Diamond Bar, CA 91765

Due to fluctuation in material, fuel charges and labor rates, all pricing is valid for **30 days** from 7-23-2025 .
 Once fully executed, proposal transfers to an agreement between Pyro-Comm Systems, Inc. and City of Diamond Bar , under the terms and conditions below.

PYRO-COMM SYSTEMS, INC. (hereinafter referred to as "PCSI" or "ALARM COMPANY") agrees to service, monitor and / or test the systems selected below, and instruct Subscriber in the proper use of the Fire Alarm Equipment or System, at Subscriber's premises, in accordance with this agreement, consisting of the following equipment: **See attached Schedule of Equipment and Services**. Passcode to software remains property of PCSI. Software programmed by PCSI is the intellectual property of PCSI and any unauthorized use of same, including derivative works, is strictly prohibited and may violate Federal Copyright laws, Title 17 of the United States Code, and may subject violator to civil and criminal penalties.

CONTRACT EFFECTIVE DATE: 7-23-2025**Testing and Inspection Services****1. INSPECTIONS:** ☒ **APPLICABLE** ☐ **NOT APPLICABLE**☒ **ANNUAL TEST** ☒ **SEMI-ANNUAL TEST** ☐ **QUARTERLY TEST** ☐ **SATURDAY TEST** ☐ **AFTER HOURS TEST**☒ **FIRE ALARM (NFPA72 CODE REQUIREMENT)** ☐ **FIRE SPRINKLER (NFPA25 CODE REQUIREMENT)** ☐ **SMOKE CONTROL** ☐ **TWO-WAY / (AOR)**

initial

Subscriber agrees to pay PCSI the sum of **\$14,025.00, per year**, invoiced at **\$12,375.00, for annual test**, and/or **\$1,650.00, for semi-annual test** and/or **\$N/A, for each quarterly test** of the fire alarm system. PCSI will make **2** inspections of the fire alarm system. Inspections will be invoiced at the completion of each inspection. Unless otherwise noted in the Schedule of Equipment and Services inspection will be performed to meet the minimum requirements of the applicable code or Authority Having Jurisdiction (AHJ). PCSI will notify Subscriber 3 days in advance of inspection date, and it is Subscriber's responsibility to reschedule or permit access. Testing at inspection insures only that components are in proper working order at time of inspection unless otherwise reported to Subscriber at time of inspection. Inspection does not include repair or corrections due to deficiencies found during the inspection. Unless otherwise specified in the attached Schedule of Equipment and Service, it is Subscriber's responsibility to provide a means of access to devices requiring more than a 12' ladder to reach. Access methods include any ladders, lifts, and hatches that may be required. Should PCSI technicians show up to a scheduled inspection and are turned away by the Subscriber or their tenant or if test is cancelled with less than 24 hours' notice, Subscriber agrees to pay PCSI's turn-away fee. PCSI's turn-away fee is four hours at our current rates, per scheduled technician. If the inspection scheduled was for less than four hours, the turn-away fee will be equal to half the number of hours of the inspection was scheduled for per technician.

2. Pre-Authorized Repairs: ☒ **APPLICABLE** ☐ **NOT APPLICABLE**

Subscriber has pre-authorized **\$ 500.00** worth of repairs for deficiencies found during the inspection to provide a same day passed Inspection.
 For entering into testing agreement, Subscriber shall receive 20% off the list price of replacement parts.

initial

3. CERTIFICATES/LICENSES/PERMITS: ☐ **APPLICABLE** ☒ **NOT APPLICABLE**

Subscriber agrees to pay PCSI the amount indicated below, per filing, in advance for the term of this agreement, for the selected services.

☐ **UL CERTIFICATE:**

If this option is required PCSI will issue a UL Certificate for the fire alarm system. Subscriber acknowledges that UL is a separate AHJ that may want to inspect the fire alarm system. UL or the Local AHJ can require changes to the system to keep the Certificate in force.

☐ **SAN FRANCISCO POLICE CODE ARTICLE 37 ALARM LICENSE:**

If this option is required PCSI will process alarm system registration with the San Francisco Police Department.

☐ **LOS ANGELES FIRE DEPARTMENT CHIEF'S REGULATION 4:**

If this option is required PCSI will process fire alarm system inspections with the Los Angeles City Fire Department

☐ **LONG BEACH FIRE DEPARTMENT FP REQUIREMENT 12.001:**

If this option is required PCSI will process fire alarm system inspections with the Long Beach Fire Department.

☐ **AHJ COMPLIANCE ENGINE UPLOAD REQUIREMENT:**

If this option is required PCSI will process and upload the fire alarm system inspections with the appropriate AHJ, _____.

☐ **CITY/COUNTY/STATE AHJ PERMIT:**

If this option is required PCSI will process permits with the appropriate AHJ, _____.

Subscriber agrees to pay PCSI for any inspections or required changes at our current rates.

CUSTOMER INITIAL_____:

PYRO-COMM INITIAL_____:

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4. RUNNER SERVICE: ☐ APPLICABLE ☒ NOT APPLICABLE

Subscriber agrees to pay PCSI the sum Based on T&M at PCSI's Service Rates, per Service Call, invoiced After the service is provided. Payments of Based on T&M, for the term of this agreement, for UL Runner Response Service for up to unlimited Runs per year. If this option is selected PCSI's Runner upon notification from Remote Supervising Station of any alarm, supervisory or trouble signals, to the best of PCSI's ability will respond to Subscriber's location within 1 hour for alarm and supervisory signals and 4 hours for trouble signals. Subscriber agrees to issue PCSI two (2) sets of all keys necessary for PCSI to enter into all locked areas of Subscriber's location. Subscriber agrees to pay PCSI for any additional Runs at PCSI's then prevailing labor rate. Subscriber acknowledges that Runner Service is for response only and does not cover any work or repairs once PCSI is on site. If AHJ requires a technician to be sent to Subscriber's premises after a fire alarm is dispatched Subscriber agrees to pay for such service at the rate of Based on T&M at PCSI's Service Rates

5. MODIFICATION TO SITE:

Subscriber agrees that during the terms of the contract any additions and modification made to the systems, PCSI has the right to modify the value of the contract. PCSI must be notified in advance of any modifications to the Fire Alarm Systems. PCSI shall be the preferred vendor for any modification to the fire alarm system. The Customer Representative will refer PCSI to all bidding contractors.

6. CUSTOMER PORTALS:

PCSI will charge a fee of \$300.00 per year to upload documents into the customers or Authority Having Jurisdiction Portals

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PYRO-COMM INITIAL_____:

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Central Station Monitoring Services

1. MONITORING CHARGES: ☒ APPLICABLE ☐ NOT APPLICABLE

☒ **Fire Alarm:** Subscriber agrees to pay PCSI the sum of, \$75.00, per Month invoiced in Quarterly payments of \$225.00, in advance for the term of this agreement, for the monitoring of the FIRE ALARM system for the term of this agreement commencing on the first day of the month next succeeding the date hereof. Subscriber requires 1 such monitoring accounts for their Premises. If sub accounts are required, the cost shall be \$10.00 per month, per sub account.

☐ DEDICATED PHONE LINE(S) ☒ CELLULAR ☐ IP MONITORING SYSTEM:

initial

☐ **Two Way Communication System / Area of Refuge (AOR)** Subscriber agrees to pay PCSI the sum of \$____, per _____, invoiced in _____ payments of \$____, in advance for the term of this agreement, for the monitoring of the Two Way Communication System/AOR for the term of this agreement commencing on the first day of the month next succeeding the date hereof. Subscriber requires _____ such monitoring accounts for their Premises. If sub accounts are required, the cost shall be \$10.00 per month, per sub account.

☐ DEDICATED PHONE LINE(S) ☐ CELLULAR ☐ IP MONITORING SYSTEM:

initial

☐ **Elevator or Emergency Phone** Subscriber agrees to pay PCSI the sum of \$____, per _____, invoiced in _____ payments of \$____, in advance for the term of this agreement, for the monitoring of the Elevator Phone system for the term of this agreement commencing on the first day of the month next succeeding the date hereof. Subscriber requires _____ such monitoring accounts for their Premises. If sub accounts are required, the cost shall be \$____ per month, per sub account.

☐ DEDICATED PHONE LINE(S) ☐ CELLULAR ☐ IP MONITORING SYSTEM:

initial

2. INSTALLATION / PROGRAMMING CHARGES: ☐ APPLICABLE ☒ NOT APPLICABLE

Subscriber agrees to pay PCSI the sum of \$N/A, \$N/A of which being due upon execution of this agreement, and \$N/A upon completion of installation.

initial

3. SUBSCRIBER TO SUPPLY THE FOLLOWING FOR THEIR ☐ DEDICATED PHONE LINE(S) ☒ CELLULAR ☐ IP MONITORING SYSTEM:

Subscriber agrees to supply, maintain, and have installed in advance of the installation of the monitoring equipment, the following equipment:

- ☐ _____, dedicated analog phone lines terminated with a RJ31x jack.
 - ☒ 110VAC power adjacent to the control panel.
 - ☐ UL certified network equipment.
 - ☐ Cable and connection from network equipment.
 - ☐ Secondary power for all equipment necessary for the transmission and reception of alarm, supervisory, and trouble signals at the protected premises.

4. MONITORING SERVICES PROVIDED:

Upon receipt of a fire alarm signal from Subscriber's Fire Alarm System, Two Way Communication/AOR, Emergency Phone System, and/or Elevator Emergency Phones or its designee communication center, hereinafter referred to as Remote Supervising Station, shall make every reasonable effort to notify Subscriber and the appropriate municipal fire department and comply with Authority Having Jurisdiction (AHJ) dispatch procedures. Only Subscriber will be notified of fire trouble, fire supervisory or other off normal signals as soon as may be practical. Subscriber acknowledges that signals transmitted from Subscriber's premises directly to fire departments are not monitored by personnel of PCSI or its Remote Supervising Station and PCSI does not assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals. Subscriber acknowledges that signals which are transmitted over telephone lines, wire, air waves, internet, Managed Facilities Voice Networks, VOIP, or other modes of communication pass through communication networks wholly beyond the control of PCSI and are not maintained by PCSI except PCSI may own the radio network and PCSI shall not be responsible for any failure which prevents transmission signals or data from reaching the Remote Supervising Station or damages arising therefrom, or for data corruption, theft or viruses to Subscriber's computers if connected to the communication equipment and Two Way Communication System/AOR, Emergency Phone System and/or Elevator Emergency Phones. The fire alarm system and communication pathway may not function during a power failure or not maintain functionality for a 24 hour period as required by NFPA-72 for fire alarm systems and Subscriber is responsible for verifying operation of the communication pathway with the communications pathway provider. Subscriber agrees to furnish PCSI with a written Call List of names and telephone numbers of persons Subscriber wishes to receive notification of fire alarm signals. Unless otherwise provided in the Call List PCSI will make a reasonable effort to contact the first person reached or notified on the list either via telephone call, text or email message. No more than one call to the list shall be required and any form of notification provided for herein, including leaving a message on an answering machine, shall be deemed reasonable compliance with PCSI's notification obligation. All changes and revisions to the account information shall be supplied to PCSI in writing. Subscriber authorizes PCSI to access the control panel and/or communicator to input or delete data and programming. PCSI may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement or in event Remote Supervising Station's facility or communication network is nonoperational or Subscriber's system is sending excessive false alarms. Remote Supervising Station is authorized to record and maintain all data, voice and alarm communications and shall be the exclusive owner of such property.

CUSTOMER INITIAL_____:

PYRO-COMM INITIAL_____:

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- 5. COMMUNICATION CONNECTION:**
Communication link between Elevator / Emergency Phone System and the control panel with associated wiring shall be installed and maintained by the installing contractor, not PCSI and the installing contractor shall program the communication device installed in Emergency Phone System to central station assigned communication channel.
- 6. TELEPHONE OR OTHER COMMUNICATION PATHWAY SERVICE IS NECESSARY AND SUBSCRIBER'S RESPONSIBILITY:**
Subscriber acknowledges that the Area of Refuge Emergency Phone System and Elevator cab connects to a standard telephone jack and communicates over standard telephone lines using two-way voice communication unless the AHJ approves other communication pathways, such as but not limited to Internet VoIP, cellular or radio.
- 7. SUBSCRIBER'S DUTY TO SUPPLY ELECTRIC AND TELEPHONE SERVICE:**
Subscriber agrees to furnish, at Subscriber's expense, all 110 Volt AC power, electrical outlet, ARC Type circuit breaker and dedicated receptacle, internet connection, high speed broadband cable or DSL and IP Address, telephone hook-ups, RJ31x Block or equivalent, as deemed necessary by PCSI.
- 8. RUNAWAY ACCOUNTS:**
Monitoring accounts that send excessive trouble signals may be subject to additional charges. Excessive signals are determined as more than 75 or more signals in a 24-hour period. Monitoring accounts which meet these criteria may be subject to the additional charge of \$0.10 per signal.
- 9. CUSTOMER PORTALS:**
PCSI will charge a fee of \$300.00 per year to upload documents into the customers or Authority Having Jurisdiction Portals

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Service and Maintenance

1. MAINTENANCE AGREEMENT: ☐ APPLICABLE ☒ NOT APPLICABLE

Subscriber agrees to pay PCSI the sum of \$N/A, Annually, in advance, for the term of this agreement.

Equipment Covered under contracted Maintenance Agreement:

Annunciator, Amplifier, Power Supply, Smoke Detector, Heat Detector, Duct Detector, Beam Detector, Manual Pull Stations, Magnetic Door Holder, Modules, Relays, Sprinkler Bell, Strobe Light, Horn/ Strobe Light, Horn, Mini Horn, Speaker, Speaker Strobe Light, Service Call.

Should a device listed above malfunction due to normal wear and tear, and not anything related to the circumstances listed below device will be covered under the contracted Maintenance Agreement

initial

Not covered under contracted Maintenance Agreement:

Service Calls that include, Emergency Panel Replacements, Dirty smoke detectors and the labor to clean dirty smoke detectors, batteries, Carbon Monoxide Detector, CPU failures due to electrical surges, water and/or lightning damage, misuse or vandalism, software upgrades and repairs, waterflow switches, tamper switches, communication devices no longer supported by communication pathways, obsolete components and components exceeding manufacturer's useful life are not included in service and will be repaired or replaced at Subscriber's expense payable at time of service. Additionally, any service or repair work performed by another vendor shall void the service portion of this agreement. This work will be invoiced per Pyro-Comm Systems Inc Preferred Customer service rates

2. SERVICE ON A PER CALL BASIS: ☒ APPLICABLE ☐ NOT APPLICABLE

Subscriber agrees to pay PCSI on a per call basis. Customer agrees to pay PCSI for all parts and labor at time of service as listed in Pyro-Comm Systems Inc current service rates.

3. EMERGENCY/AFTER HOURS CALLS:

If service has been contracted under this agreement, and Subscriber is requesting same-day emergency or after-hours service outside of PCSI's business hours of Monday through Friday 8:00 a.m. and 4:00 p.m., Subscriber will be charged per the current service rates.

4. MODIFICATIONS TO THE SYSTEMS:

Any Modifications to the Fire Alarm System that are not completed by PCSI will void any warranties provided by PCSI. PCSI will not be held liable for any modifications made to the Fire Alarm System by any vendor other than PCSI.

5. CUSTOMER PORTALS:

PCSI will charge a fee of \$300.00, per year to upload documents into the customers or Authority Having Jurisdiction Portals

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Terms and Conditions

1. TERM OF AGREEMENT AND RENEWAL:

The term of this agreement shall be for a period of 36 Months. This Agreement shall renew every 12 Months thereafter under the same terms and conditions, unless either party gives written notice to the other by certified mail, return receipt requested, of their intention to not renew the agreement at least 30 days prior to the expiration of any term. Termination shall comply with local law.

initial

2. CREDIT INVESTIGATION:

Subscriber and any guarantor authorize PCSI to conduct credit investigations from time to time to determine Subscriber's and guarantor's credit worthiness.

3. PAYMENT REMITTANCE:

Total outstanding on all invoices must be remitted Net 15

4. TERMINATION OF SERVICES:

PCSI reserves the right, and shall if required by the AHJ, notify the AHJ that PCSI's monitoring services have been terminated. PCSI shall be permitted to terminate its monitoring services in the event of Subscriber's nonpayment or upon notice that the communication device or pathway is inoperable, and Subscriber shall remain liable for continued performance under this agreement.

5. THIRD PARTY VENDOR PORTALS:

Subscriber agrees to pay PCSI additional costs for any insurance certificates, W-9s, and third-party vendor portal creation and maintenance fees.

6. INCREASES OF AGREEMENT CHARGES:

After the expiration of one year from the date hereof PCSI shall be permitted from time to time to increase charges, and Subscriber agrees to pay such increase as invoiced.

7. EQUIPMENT LIMITED WARRANTY:

In the event that any part of the equipment becomes defective, PCSI agrees to make all repairs and replacement of parts without costs to the Subscriber for a period of ninety (90) days from the date of installation. PCSI reserves the option to either replace or repair the equipment and reserves the right to substitute materials of equal quality at time of replacement, or to use reconditioned parts in fulfillment of this warranty. PCSI's warranty does not include damage caused by electric, plumbing or construction, nor damage by lightning, electrical surge, or misuse. PCSI is not the manufacturer of the equipment and other than PCSI's limited warranty Subscriber agrees to look exclusively to the manufacturer of the equipment for repairs under its warranty coverage if any. Except as set forth in this agreement, PCSI makes no express warranties as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, or its fitness for any particular purpose. PCSI does not represent nor warrant that the equipment may not be compromised or circumvented, or that the system will prevent any loss by fire, smoke, or water or otherwise; or that the system will in all cases provide the protection for which it is installed. PCSI expressly disclaims any implied warranties, including implied warranties of merchantability or fitness for a particular purpose. The warranty does not cover any damage to material or equipment caused by accident, misuse, attempted or unauthorized repair service, modification, or improper installation by anyone other than PCSI. PCSI shall not be liable for consequential damages. Subscriber acknowledges that any affirmation of fact or promise made by PCSI shall not be deemed to create an express warranty unless included in this agreement in writing; that Subscriber is not relying on PCSI's skill or judgment in selecting or furnishing a system suitable for any particular purpose and that there are no warranties which extend beyond those on the face of this agreement, and that PCSI has offered additional and more sophisticated equipment for an additional charge which Subscriber has declined. Subscriber's exclusive remedy for PCSI's breach of this agreement or negligence to any degree under this agreement is to require PCSI to repair or replace, at PCSI's option, any equipment which is non-operational. Some states do not allow the exclusion or limitation of consequential or incidental damages, or a limitation on the duration of implied warranties, so the above limitations or exclusions may not apply to you. The warranty gives you specific legal rights and you may also have other rights which may vary from state to state. Fire Alarms are required to be approved by AHJ and may require plans and specifications designed, signed, and submitted by a licensed architect or professional engineer, which must be engaged by Subscriber. If PCSI is installing a Fire Alarm System to code installation must be approved by the AHJ. This Limited Warranty is independent of and in addition to service contracted under paragraph 4 of this agreement.

8. DELAY IN INSTALLATION/ALTERATION OF PREMISES FOR INSTALLATION/RISK OF LOSS OF MATERIAL:

PCSI shall not be liable for any damage or loss sustained by Subscriber as a result of delay in installation of equipment, equipment failure, or for interruption of service due to electric failure, strikes, walk-outs, war, acts of God, or other causes, including PCSI's negligence in the performance of this agreement. The estimated date work is to be substantially completed is not a definite completion date and time is not of the essence. PCSI is authorized to make preparations such as drilling holes, driving nails, making attachments or doing any other thing necessary in PCSI's sole discretion for the installation and service of the equipment, and PCSI shall not be responsible for any condition created thereby as a result of such installation, service, or removal of the equipment, and Subscriber represents that the owner of the premises, if other than Subscriber, authorizes the installation of the equipment under the terms of this agreement. Subscriber assumes all risk of loss of material once delivered to the job site.

9. SERVICE OF SYSTEM:

The parties hereto agree that the equipment, once installed, is in the exclusive possession and control of the Subscriber. PCSI shall not be required to service the equipment unless it has received notice from Subscriber, and upon such notice, PCSI shall, during the warranty period or if service has been contracted under this agreement, service the equipment to the best of its ability within 72 hours, exclusive of Saturday, Sunday and legal holidays, during the business hours of 8:00 a.m. and 4:00 p.m. Service outside of business hours will be at PCSI's then prevailing rates for labor, travel, and expenses. It is the responsibility of Subscriber to provide a means of access to devices requiring more than a 12' ladder to reach. Access methods include any ladders, lifts, and hatches that may be required.

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10. LIEN LAW:

PCSI or any subcontractor engaged by PCSI to perform the work or furnish material who is not paid may have a claim against purchaser or the owner of the premises if other than the purchaser which may be enforced against the property in accordance with the applicable lien laws.

11. ADDITIONAL PAYMENTS:

In addition to the payments set forth herein, Subscriber agrees to be liable for and pay to PCSI any excise, sales, property, or other tax, telephone line charges, and any increases thereof, which may be imposed upon PCSI because of this agreement. Should PCSI be required by existing or here after enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay PCSI for such service or material.

12. SUBSCRIBER RESPONSIBLE FOR FALSE ALARMS/PERMIT FEES:

PCSI shall have no liability for permit fees, false alarms, false alarm fines, fire response, any damage to personal or real property or personal injury caused by fire department response to alarm, whether false alarm or otherwise, or the refusal of the fire department to respond. In the event of termination of fire response by the fire department this agreement shall nevertheless remain in full force and Subscriber shall remain liable for all payments provided for herein. Should PCSI be required by existing or hereafter enacted law to perform any service or furnish any material not specifically covered by the terms of this agreement Subscriber agrees to pay PCSI for such service or material.

13. INDEMNITY/WAIVER OF SUBROGATION RIGHTS/ASSIGNMENTS:

Subscriber agrees to and shall indemnify and hold harmless PCSI, its employees, agents, and subcontractors, from and against all claims or lawsuits brought by third parties, including reasonable attorneys' fees and losses asserted against and alleged to be caused by PCSI's performance, negligent performance, or failure to perform any obligation, except to the extent such claims or lawsuits result from the gross negligence, willful misconduct, or illegal acts of PCSI or its employees, agents, or subcontractors. Parties agree that there are no third-party beneficiaries of this agreement. Subscriber shall not be permitted to assign this agreement without written consent of PCSI. PCSI shall have the right to assign this agreement and shall be relieved of any obligations created herein upon such assignment, provided that the assignee expressly agrees in writing to assume all rights and obligations of PCSI under this agreement; PCSI shall provide prompt written notice to Subscriber of such assignment.

14. EXCULPATORY CLAUSE:

PCSI and Subscriber agree that PCSI is not an insurer, and no insurance coverage is offered herein. The fire equipment and PCSI's services are designed to reduce certain risks of loss, though PCSI does not guarantee that no loss will occur. PCSI is not assuming liability, and, therefore, shall not be liable to Subscriber for any loss, data corruption or inability to retrieve data, personal injury or property damage sustained by Subscriber as a result of fire, equipment failure, smoke, or any other cause whatsoever, regardless of whether or not such loss or damage was caused by or contributed to by PCSI's negligent performance to any degree in furtherance of this agreement, any extra contractual or legal duty, strict products liability, or negligent failure to perform any obligation pursuant to this agreement or any other legal duty, to the extent not covered by insurance carried by PCSI pursuant to this agreement.

15. INSURANCE:

The Subscriber shall maintain a policy of public liability, property damage, fire insurance under which PCSI and the Subscriber are named as insured. PCSI shall not be responsible for any portion of any loss or damage which is recovered or recoverable by the Subscriber from insurance covering such loss or damage or for such loss or damage against which the Subscriber is indemnified or insured. Subscriber shall obtain insurance to cover any loss the fire alarm services are intended to detect to one hundred percent of the insurable value, and Subscriber and all those claiming rights under Subscriber waive all rights against PCSI and its subcontractors for loss or damages caused by perils intended to be detected by the fire alarm services or covered by insurance to be obtained by Subscriber, except such rights as they may have to the proceeds of insurance.

16. LIMITATION OF LIABILITY:

Subscriber agrees that should there arise any liability on the part of PCSI as a result of PCSI's negligent performance to any degree or negligent failure to perform any of PCSI's obligations pursuant to this agreement or any other legal duty, equipment failure, or strict products liability, that PCSI's liability shall be limited to the sum of \$250.00 or 5% of the sales price or 6 times the aggregate of monthly payments for services being provided at time of loss, or available insurance proceeds under PCSI's insurance policies required hereunder, whichever is greater. If Subscriber wishes to increase PCSI's amount of limitation of liability, Subscriber may, as a matter of right, at any time, by entering into a supplemental agreement obtain a higher limit by paying an annual payment consonant with PCSI's increased liability. This shall not be construed as insurance coverage.

17. LEGAL ACTION:

The parties agree that due to the nature of the services to be provided by PCSI, the payments to be made by Subscriber for the term of this agreement are an integral part of PCSI's anticipated profits and in the event of Subscriber's breach of this agreement it would be difficult if not impossible to reasonably estimate PCSI's actual damages. Therefore, in the event of Subscriber's default of this agreement Subscriber shall pay to PCSI all amounts due for installation, extras, and 80% of the balance due for the term of this agreement as liquidated damages. Additionally, in the event PCSI retained ownership of the communication system and Subscriber breaches this agreement PCSI may, at its option, either remove its Communication System or deem same sold to Subscriber for 80% the amount specified as the agreed value of the communication system. PCSI may, without prior notice, suspend or terminate its services in event of Subscriber's default in performance of this agreement and shall be permitted to terminate all its services under this agreement and deactivate the System without relieving Subscriber of any obligation herein and may notify AHJ of termination. All actions or proceedings against PCSI must be based on the provisions of this agreement. Any other action that Subscriber may have or bring against PCSI in respect to services rendered in connection with this agreement shall be deemed to have merged in and be restricted to the terms and conditions of this agreement, and this consent to arbitrate shall survive the termination of this agreement. If PCSI prevails in any litigation or arbitration between the parties, Subscriber shall pay PCSI's legal fees. The parties waive trial by jury in any action between them unless prohibited by law. In any action commenced by PCSI against Subscriber, Subscriber shall not be permitted to interpose any counterclaim. Any action by Subscriber against PCSI must be commenced within one year of the accrual of the cause of action or shall be barred. Subject to Subscriber's right to bring any claim against PCSI for up to \$1,000 in small claims court having jurisdiction, any dispute between the parties or arising out of this agreement, including issues of arbitrability, shall, at the option of any party, be determined by arbitration before a single arbitrator administered by Arbitration Services Inc., under its Commercial Arbitration Rules www.ArbitrationServicesInc.com, except that no punitive damages may be awarded. Service of processor papers in any legal proceeding or arbitration between the parties may be made by First-Class Mail delivered by the U.S. Postal Service addressed to the party's address in this agreement or another address provided by the party in writing to the party making service. Subscriber submits to the jurisdiction and laws of

CUSTOMER INITIAL_____:

PYRO-COMM INITIAL_____:

WWW.PYROCOMM.COM

C-10 612153

NORTHERN CA REGIONAL OFFICE
SAN DIEGO REGIONAL OFFICE

• 6960 KOLL CENTER PARKWAY #300 • PLEASANTON, CA 94566
• 5115 AVENIDA ENCINAS, SUITE G • CARLSBAD, CA 92008

(510) 632-1208
(760) 930-6014

PYRO-COMM SYSTEMS, INC.

15215 Alton Parkway, Suite 100 Irvine, California 92618

(714)902-8000 | fax(714)902-8001

California and agrees that any litigation or arbitration between the parties must be commenced and maintained in the county where PCSI's principal place of business is located.

18. PCSI'S RIGHT TO SUBCONTRACT SPECIAL SERVICES:

Subscriber agrees that PCSI is authorized and permitted to subcontract any services to be provided by PCSI to third parties who may be independent of PCSI, and that PCSI shall not be liable for any loss or damage sustained by Subscriber by reason of fire, theft, burglary or any other cause whatsoever caused by the negligence of third parties and that Subscriber appoints PCSI to act as Subscriber's agent with respect to such third parties, except that PCSI shall not obligate Subscriber to make any payments to such third parties. PCSI shall be permitted to assign this agreement and upon such assignment shall have no further obligation hereunder. Subscriber acknowledges that this agreement, and particularly those paragraphs relating to PCSI's disclaimer of warranties, exemption from liability, even for its negligence, limitation of liability and indemnification, inure to the benefit of and are applicable to any assignees, subcontractors, manufacturers, vendors, and communication centers of PCSI.

19. NON-SOLICITATION:

Subscriber agrees that it will not solicit for employment for itself, or any other entity, or employ, in any capacity any employee of PCSI assigned by PCSI to perform any service for or on behalf of Subscriber for a period of two years after PCSI has completed providing service to Subscriber. In the event of Subscriber's violation of this provision, in addition to injunctive relief, PCSI shall recover from Subscriber an amount equal to such employee's salary based upon the average three months preceding employee's termination of employment with PCSI, times twelve, together with PCSI's counsel and expert witness fees.

20. SECURITY INTEREST/COLLATERAL:

In order to secure all indebtedness or liability of Subscriber to PCSI, Subscriber hereby grants and conveys to PCSI a security interest in, and mortgages to PCSI all of Subscriber's equipment, inventory and proceeds thereof, accounts receivables and cash on hand. Subscriber agrees to allow PCSI to execute in Subscriber's name a UCC-1 statement.

21. FULL AGREEMENT/SEVERABILITY/CONFLICTING DOCUMENTS:

This agreement along with the Schedule of Equipment and Services constitutes the full understanding of the parties and may not be amended, modified, or canceled, except in writing signed by both parties, except PCSI's requirements regarding items of protection provided for in this agreement imposed by Authority Having Jurisdiction. Subscriber acknowledges and represents that Subscriber has not relied on any representation, assertion, guarantee, warranty, collateral agreement, or other assurance, except those set forth in this agreement and waives any claims in connection with same. Should any provision of this agreement be deemed void, all other provisions will remain in effect.

PROPOSITION 65 WARNING: Equipment and packaging may contain components containing chemicals known to The State of California to cause cancer, birth defects or other reproductive harm.

SUBSCRIBER ACKNOWLEDGES RECEIVING A FULLY EXECUTED COPY OF THIS 10 PAGE AGREEMENT WITH SCHEDULE OF EQUIPMENT AND SERVICES AT TIME OF EXECUTION. READ THEM BEFORE YOU SIGN THIS AGREEMENT.

Subscriber Company:	City of Diamond Bar	Pyro-Comm Systems, Inc.:
Signature		Signature
Print Name		Print Name
Title		Title
Date		Date

Subscriber's Company Name:

Internal Use Only

PyroComm Systems, Inc. Service Department Acceptance:

Signature	Date
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CUSTOMER INITIAL_____: PYRO-COMM INITIAL_____:

PYRO-COMM SYSTEMS, INC.

15215 Alton Parkway, Suite 100 Irvine, California 92618

(714)902-8000 | fax(714)902-8001

Subscriber's Company Name: City of Diamond Bar

Subscriber's Company Address: 21810 Copley Drive Diamond Bar, CA 91765

Subscriber's Premises Name: Diamond Bar City Hall

Subscriber's Premises Address: 21810 Copley Drive Diamond Bar, CA 91765

Schedule of Equipment and Services

In accordance with the agreement dated 7-23-2025 between PYRO-COMM SYSTEMS, INC. (hereinafter referred to as "PCSI" or "ALARM COMPANY") and Subscriber, which this Schedule supplements, the following equipment is covered therein. All provisions of the agreement govern this Schedule of Equipment and Services and nothing contained herein is intended to modify or terminate the agreement or any provision contained therein.

INSPECTIONS DEFINED

An annual inspection provides for one 100% inspection of the alarm system. A semi-annual inspection provides for one 100% inspection of the alarm system and one inspection of any waterflow switches and tamper valve sensors. These occur six months apart. A quarterly inspection provides for one 100% inspection of the alarm system and three inspections of any waterflow switches and tamper valve sensors. These occur three months apart. **All Fire Alarm System inspections are per the NFPA72 Chapter 14 code requirements.**

EQUIPMENT COUNT

Qty	Description	Qty	Description
<u>1</u>	Control Panel	<u>1</u>	Pre-Action Supervision
<u>1/0/2</u>	DACT	<u> </u>	Hood Supervision
<u> </u>	Annunciator/Amplifier/Power Supply	<u> </u>	Elevator Recall Supervision
<u> </u>	Voice Evacuation System	<u>2</u>	Sprinkler Tamper Valve
<u>66</u>	Smoke Detector	<u>2</u>	Sprinkler Waterflow
<u>37</u>	Heat Detector	<u>1</u>	Sprinkler PIV
<u> </u>	Heat Detector - Attic	<u>2</u>	Sprinkler OS & Y
<u> </u>	Duct Detector	<u> </u>	Sprinkler Bell
<u> </u>	In-Duct Detector	<u>59</u>	Strobe Light
<u> </u>	Beam Detector	<u>43</u>	Horn/Strobe Light
<u> </u>	Carbon Monoxide Detector	<u> </u>	Horn
<u>13</u>	Manual Pull Station	<u> </u>	Mini Horn
<u> </u>	Magnetic Door Holder	<u> </u>	Speaker
<u>21</u>	Modules	<u> </u>	Speaker/Strobe Light
<u> </u>	Relays	<u> </u>	Remote Test Indicator
<u>7</u>	Batteries	<u> </u>	<u>Click or tap here to enter text.</u>
<u> </u>	<u>Click or tap here to enter text.</u>	<u> </u>	<u>Click or tap here to enter text.</u>

CERTIFICATES, LICENSES, AND PERMITS

<u> </u>	UL Certificate	<u> </u>	LBFD FP Requirement 12.001
<u> </u>	SFPC Article 37 Alarm License	<u> </u>	LAFD Chief's Regulation 4
<u> </u>	<u>Click or tap here to enter text.</u>	<u> </u>	<u>Click or tap here to enter text.</u>

REPORTS

<u> </u>	Sensitivity Report	<u> </u>	<u>Click or tap here to enter text.</u>
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SUB CONTRACTORS

<u> </u>	<u>Click or tap here to enter text.</u>	<u> </u>	<u>Click or tap here to enter text.</u>
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CUSTOMER INITIAL_____ : PYRO-COMM INITIAL_____ :

PYRO-COMM SYSTEMS, INC.

15215 Alton Parkway, Suite 100 Irvine, California 92618

(714)902-8000 | fax(714)902-8001

NOTES

This Agreement confirms to prevailing wage requirements of California

Elevator recall or other supervision function testing shall be scheduled by the subscriber and should be scheduled in conjunction with the Annual 100% Fire Alarm Inspection. Service rates will apply if elevator or other supervision testing is scheduled outside of Annual Fire Alarm Inspection. A fire vendor technician is needed to assist in the elevator or other supervision equipment testing.

PROPOSITION 65 WARNING: Equipment and packaging may contain components containing chemicals known to The State of California to cause cancer, birth defects or other reproductive harm.

Subscriber Company:	City of Diamond Bar	Pyro-Comm Systems, Inc.:
Signature		Signature
Print Name		Print Name
Title		Title
Date		Date

Internal Use Only

PyroComm Systems, Inc. Service Department Acceptance:

Signature	Date
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CUSTOMER INITIAL_____: PYRO-COMM INITIAL_____:



CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Appropriation for Special Legal Counsel Services.

STRATEGIC GOAL: Safe, Sustainable and Healthy Community

RECOMMENDATION:

Appropriate \$100,000 from the General Fund Unassigned fund balance for Special Legal Services.

FINANCIAL IMPACT:

A total of \$100,000 would be appropriated from the General Fund to the City Attorney Special Legal Services account (100120-54022) to cover such costs.

BACKGROUND:

In addition to the City's primary legal services through Woodruff & Smart, the City often enlists the services of additional legal experts to assist in a number of matters important to the community. The City has secured the services of Claire Collins of Hansen Bridgett LLP for special legal counsel services related to issues involving the sanitary sewer system serving properties in the City.

ANALYSIS:

Ms. Collins' services were initially retained for a not-to-exceed amount of \$45,000 under the City Manager's signature authority. In May 2025, the City Council approved an additional appropriation of \$100,000, bringing the total appropriations to date to \$145,000. It is anticipated that at some future date, the cost of Ms. Collins' services will exceed that amount and thus, City Council approval of an additional appropriation is required.

It is therefore recommended that the City Council appropriate \$100,000 from the available General Fund balance to cover such services.

LEGAL REVIEW:

The City Attorney has reviewed and approved this item as to form.

PREPARED BY:

Daniel Fox, City Manager

ATTACHMENTS:

None



CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Hispanic Heritage Month Proclamation.

STRATEGIC GOAL: Open, Engaged and Responsive Government

RECOMMENDATION:

Adopt a Proclamation declaring September 15 - October 15, 2025 as Hispanic Heritage Month.

FINANCIAL IMPACT:

None.

BACKGROUND:

The United States is home to over 60 million Latinos, nearly 19% of the population. Hispanic people have been a part of this country from the very beginning, and continue to fuel the economy, and enrich our culture as entrepreneurs, scientists, public servants, athletes, artists, entertainers and much, much more.

Hispanic Heritage Week was first observed in 1968 and in 1988 Congress enacted it into law by Public Law 100-402 and expanded to cover a 30-day period starting on September 15 and ending on October 15.

Each year, Americans observe and celebrate National Hispanic Heritage month from September 15 to October 15 as a time to celebrate the histories, cultures and contributions of American citizens whose ancestors came from Spain, Mexico, the Caribbean and Central and South America.

September 15 is significant because it is the anniversary of independence for Latin American countries: Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua. In addition, Mexico, and Chile observe their independence on September 16 and 18, respectively.

ANALYSIS:

Hispanic Heritage Month is an important event to honor and celebrate the achievements that Hispanic people have made throughout history and to educate our community on the benefit of a diverse and inclusive world.

PREPARED BY:

Kristina Santana, City Clerk, City Clerk's Office

ATTACHMENTS:

1. Hispanic Heritage Month Proclamation

PROCLAMATION

“HISPANIC HERITAGE MONTH 2025”

WHEREAS, for over 50 years, Hispanic Heritage month has been celebrated in the United States from September 15 – October 15 as a time to recognize and celebrate the many contributions, diverse cultures, and extensive histories of the American Latino community; and

WHEREAS, we begin the observance on September 15 because it is the anniversary of independence for: Costa Rica, El Salvador, Guatemala, Honduras and Nicaragua. In addition, Mexico and Chile celebrate their independence days on September 16 and September 18, respectively; and

WHEREAS, the observation began in 1968 as Hispanic Heritage Week under President Lyndon B. Johnson; and in 1988, it was expanded by Congress to cover a 30-day period and enacted into federal law, calling upon all the people of the United States to observe this time with ceremonies, activities and programs; and

WHEREAS, the Hispanic population of the United States totals 66.66 million people, making it the largest ethnic or racial minority and 19.5% of the total population; and

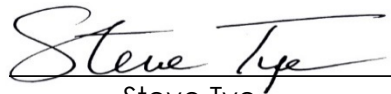
WHEREAS, the nationwide observance theme for Hispanic Heritage Month 2025, “Collective Heritage: Honoring the Past, Inspiring the Future” encourages reflection on the historical achievements and contributions of Hispanic and Latine communities, while also looking forward to how these communities are shaping the future; and

NOW, THEREFORE, BE IT RESOLVED, that the Diamond Bar City Council does hereby proclaim **September 15 – October 15, 2025** as “**Hispanic Heritage Month**” in Diamond Bar and urges the community to learn more about the various Hispanic key figures, cultures, traditions and values that have positively enriched our community and our nation.

September 16, 2025



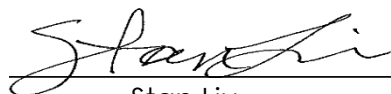
Chia Yu Teng
Mayor



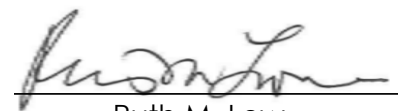
Steve Tye
Mayor Pro Tem



Andrew Chou
Council Member



Stan Liu
Council Member



Ruth M. Low
Council Member



CITY COUNCIL AGENDA REPORT

TO: Honorable Mayor and Members of the City Council

FROM: Daniel Fox, City Manager

SUBJECT: Childhood Cancer Awareness Month Proclamation.

STRATEGIC GOAL: Open, Engaged and Responsive Government

RECOMMENDATION:

Adopt a Proclamation declaring September as Childhood Cancer Awareness Month.

FINANCIAL IMPACT:

None.

BACKGROUND:

Cancer remains the leading cause of death by disease for children in the United States. National Childhood Cancer Awareness Month is an annual national health campaign organized by major childhood cancer organizations to increase awareness of pediatric cancer and to raise funds for research into its cause, prevention, diagnosis, treatment and cure.

In 1990, President George H.W. Bush signed a proclamation naming October as National Awareness Month for Children with Cancer. In 2008, the United States Senate passed the "National Childhood Cancer Awareness Day" resolution, recognizing September 13, 2008 as National Childhood Cancer Awareness Day. In 2012, 2015 and 2016, President Barack Obama signed proclamations recognizing September as National Childhood Cancer Awareness Month.

ANALYSIS:

The aim of adopting this proclamation is to elevate awareness, and encourage action to the fight against childhood cancer. During National Childhood Cancer Awareness Month, we honor the courage of the children who fight cancer every day and all the loved ones who support them.

PREPARED BY:

Kristina Santana, City Clerk, City Clerk's Office

ATTACHMENTS:

1. Childhood Cancer Awareness Month Proclamation

PROCLAMATION

“CHILDHOOD CANCER AWARENESS MONTH”

WHEREAS, childhood cancer is the leading cause of death by disease in children, with approximately 47 children diagnosed with cancer every day in the United States; and

WHEREAS, 1 in 285 children in the United States will be diagnosed with cancer by their 20th birthday; and

WHEREAS, two-thirds of childhood cancer patients will have chronic health conditions as a result of their treatment toxicity, with one quarter being classified as severe to life-threatening; and

WHEREAS, in the last 30 years the number of drug approvals is still significantly lower for pediatric cancers than for adult cancers; and

WHEREAS, hundreds of non-profit organizations at the local and national level are helping children with cancer and their families cope through educational, emotional and financial support; and

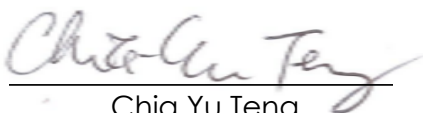
WHEREAS, researchers and healthcare professionals work diligently dedicating their expertise to treat and cure children with cancer; and

WHEREAS, increased awareness and support for childhood cancer research is needed to improve treatments, find cures, and enhance the quality of life for young cancer patients and survivors;

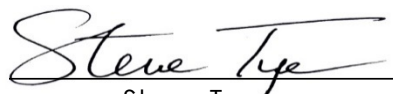
NOW, THEREFORE, the City Council of Diamond Bar, does hereby proclaim **September 2025** as **CHILDHOOD CANCER AWARENESS MONTH** in Diamond Bar, California. We encourage all residents to join in recognizing the impact of childhood cancer on families in our community and supporting efforts to combat this devastating disease affecting our youngest citizens.

IN WITNESS WHEREOF, we have hereunto set our hands and caused the Seal of the City of Diamond Bar to be affixed this 16th day of September, 2025.

September 16, 2025



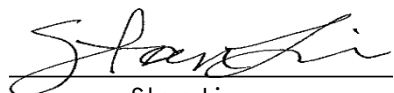
Chia Yu Teng
Mayor



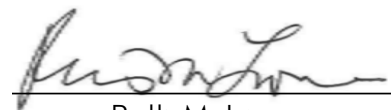
Steve Tye
Mayor Pro Tem



Andrew Chou
Council Member



Stan Liu
Council Member



Ruth M. Low
Council Member