CITY OF DUARTE
AGENDA
REGULAR JOINT MEETING OF THE CITY COUNCIL/HOUSING AUTHORITY/DUARTE COMMUNITY FACILITIES FINANCING AUTHORITY

CITY COUNCIL CHAMBERS
1600 HUNTINGTON DRIVE, DUARTE, CA 91010

Tuesday, December 10, 2024
7:00 PM

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

Vinh Truong, Mayor
Cesar A. Garcia, Mayor Pro Tem
Margaret Finlay, Councilmember
Samuel Kang, Councilmember
Toney Lewis, Councilmember
Jody Schulz, Councilmember
Tera Martin Del Campo, Councilmember

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

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

Notice:
Any documents distributed by the City/Authorities to a majority of the City Council/Housing Authority/Financing Authority Board less than 72 hours prior to the City Council/Housing

Authority/Financing Authority meeting will be made available for public inspection at City Hall, 1600 Huntington Drive, Duarte, CA 91010, during normal business hours, except such documents that relate to closed session items or which are otherwise exempt from disclosure under applicable law.

Notice:
Duarte City Council meetings are videotaped for later broadcast. Attendance at the meeting constitutes consent by members of the public to the City's and any third party's use in any media, without compensation or further notice, of audio, video, and/or pictures of meeting attendees.

Members of the public may livestream the City Council meeting broadcast on the City's website. To access the meeting, log onto www.accessduarte.com, then on the homepage, click on the Agendas & Meetings icon then click on the City Council Meeting link. City Council meetings are also broadcast daily at 12:00 p.m. and 7:00 p.m., following each meeting, via Spectrum Cable - Channel 3.

Public comment:
In-Person: Complete a Speaker Card, indicating the agenda item number and submit it to the City Clerk. Speakers shall be limited to three (3) minutes per person per item. At the Mayor's discretion, the time limit may be shortened to allow all speakers the opportunity to address the City Council.

Written: Submit written comment by emailing duarteinfo@accessduarte.com, prior to 4:00 p.m. on the day of the meeting. Comments will be distributed to the City Council and made available for public review.
PLEASE NOTE: The subject line of your public comment email must contain the Agenda item number or title. Public comments, including personal contact information, are considered public record. Please do not provide any personal information (i.e. phone numbers, addresses, etc.) that you do not want to be published.

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

1. CALL TO ORDER AND ROLL CALL

    A. City Manager Written Comments

2. ADOPTION OF THE AGENDA

3. PLEDGE TO THE FLAG

4. SPECIAL ITEMS

    A. Presentation of certificate to IHOP

B. Certification of Election Results

C. Recognition of Councilmember Schulz

D. Oaths of Office to newly elected and re-elected City Councilmembers

E. City Council/Housing Authority/Financing Authority Reorganization - Selection of Mayor/Chairperson (City Clerk Presiding)

F. City Council/Housing Authority/Financing Authority Reorganization - Selection of Mayor Pro-Tem/Vice Chairperson (Mayor/Chairperson Presiding)

G. Recess (20 minutes) - Welcome Reception in honor of newly elected and re-elected City Councilmembers

5. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

6. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

7. CONSENT CALENDAR

A. Motion to read all Resolutions and Ordinances presented for consideration by Title only and waive further reading (CC/HA/FA)

B. Approve absence(s) of City Councilmember(s) from the City Council meeting

C. Approval of Minutes - November 26, 2024 Regular Meeting (CC/HA/FA)

Recommended Action: Approve the minutes of November 26, 2024.

D. Approval of Warrants - December 10, 2024 (CC/HA/FA)

Recommended Action: Approve the warrants of December 10, 2024.

E. Community Development Department Update

Recommended Action: Receive and file the Community Development Department Update.

F. Parks and Recreation Department Update

Recommended Action: Receive and file the Parks and Recreation Department Update.

G. Receive and File Duarte Housing Successor Annual Report for Fiscal Year 2023-24

Recommended Action: Receive and file the Duarte Housing Successor Annual Report regarding the Low- and Moderate-Income Asset Fund pursuant to California Health and Safety Code Section 34176.1 (f).

H. Notice of Completion: Royal Oaks Park Gazebo Replacement, Project (24-9)

Recommended Action: Authorize the Notice of Completion for the Royal Oaks Park Gazebo Replacement Project in the amount of $64,900.

I. Salary Increase Adjusting the Hourly Rate Schedule for Compliance with New Minimum Wage Requirements effective January 1, 2025

Recommended Action: Approve Resolution No. 24-23 adjusting the hourly rate schedule for compliance with the new minimum wage requirements as shown on the attached Citywide Salary and Pay Schedule that is attached as Exhibit A.

J. Second Reading and Adoption of Ordinance No. 928 amending the Duarte Municipal Code to comply with State law regarding tobacco, improve City enforcement of tobacco-related Municipal Code violations, and to enhance public safety, health and welfare

Recommended Action: Adopt Ordinance No. 928.

K. Approve Public Safety Director CACEO Conference Hotel Related Expenses

Recommended Action: Approve the reimbursement of hotel-related expenses in the amount of $508.89.

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

9. PUBLIC HEARINGS

A. Community Development Block Grant (CDBG) Program - Consideration to approve the City of Duarte's CDBG Proposed Program for Fiscal Year (FY) 2025-2026 (July 1, 2025 – June 30, 2026)

Recommended Action: 1. Conduct a Public Hearing and receive public testimony; 2. Allocate approximately $130,000 in FY 2025-2026, plus unspent, carry-over CDBG funds in the amount of approximately $10,800, for a total of $140,800 to implement a new FY 2025-2026 CDBG Project, Installation of Americans with Disabilities Act-Compliant (ADA) Curb Ramps; 3. Authorize the City Manager, or designee, to execute all necessary contract documents in a form approved by the City Attorney; and 4. Authorize staff the ability to make adjustments due to changes in CDBG funding allocations and/or as needed due to programmatic interpretations by the Los Angeles County Development Authority (LACDA).

10. BUSINESS ITEMS

A. Duarte Chamber of Commerce Annual Update

Recommended Action: Receive and file the Chamber of Commerce Annual Report.

B. Approval of the FY 2024-25 Duarte Chamber of Commerce Services Agreement

Recommended Action: Approve the FY 2024-25 Services Agreement Term Extension in the amount of $32,000 with the Duarte Chamber of Commerce through June 30, 2025.

C. Burrtec Waste 2023 Annual Performance Review and 2025 Rate Review

Recommended Action: Approve both the Burrtec Waste Services 2023 Annual Performance Review and Amendment No. 16 to the "Municipal Solid Waste, Recyclables and Green Waste Services Agreement Between the City of Duarte and Burrtec Waste Services," setting the refuse collection and recycling rates shown in the attached schedule to become effective January 1, 2025 and adding the required SB 1383 contract amendment.

D. Audited Financial Statements for Fiscal Year 2023/24

Recommended Action: Receive and file the Audited Financial Statements for Fiscal Year 2023/24.

E. Approval of a Professional Services Agreement with De Novo Planning Group for Preparation of an Initial Study and Mitigated Negative Declaration for a Residential Project located at 1404-1414 Royal Oaks Drive

Recommended Action: Authorize the City Manager to sign a Professional Services Agreement with De Novo Planning Group for the preparation of environmental documentation for the subject property.

11. CONTINUATION OF ORAL COMMUNICATIONS

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

13. ADJOURNMENT

In memory of Ken Mallory

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted at the following locations: City Hall – 1600 Huntington Drive, Duarte Public Safety Department – 1042 Huntington Drive, and the City of Duarte website (www.accessduarte.com) not less than 72 hours prior to the meeting per Government Code 54954.2.

Dated this 4th day of December 2024.
Annette Juarez, MMC, City Clerk

MEMORANDUM

TO: City Council
FROM: Brian Villalobos, City Manager
DATE: December 3, 2024
SUBJECT: Comments on Agenda Items, Meeting of December 10, 2024

ITEM 4.A. (Special Items). Recognition of the International House of Pancakes (IHOP) for providing the Duarte High School Football Team a meal before their CIF Playoff game.

ITEM 4.B. (Special Items). Certification of Election Results by the City Clerk.

ITEM 4.C. (Special Items). Recognition of outgoing City Councilmember Jody Schulz.

ITEM 4.D. (Special Items). Oaths of Office to City Councilmembers.

ITEM 4.E. (Special Items). Selection of new Mayor.

ITEM 4.F. (Special Items). Selection of new Mayor Pro Tem.

ITEM 7.E. (Consent Calendar). The Community Development Department has submitted the monthly report for December 2024 for review.

ITEM 7.F. (Consent Calendar). The Parks and Recreation Department has submitted the monthly report for December 2024 for review.

ITEM 7.G. (Consent Calendar). Duarte Housing Successor Annual Report for Fiscal Year 2023-24 - The Housing Successor Annual Report ("Report") is a State Requirement for Housing Successors to Redevelopment Agencies. This Report provides the governing body of the Duarte Housing Authority ("Housing Authority"), in its role as Housing Successor for the Duarte Redevelopment Agency ("Housing Successor"), a comprehensive representation of the Housing Successor's housing assets and activities. The Report is to be submitted to the California Department of Housing and Community Development ("HCD") every December 31st and posted on the City of Duarte's ("City") website. The Report must provide the Housing Successor's Low- and Moderate-Income Housing Asset Fund's ("Housing Asset Fund") balance, deposits, expenditures, transfers, current projects, acquisitions, obligations, income test, senior housing test, and excess surplus test. The Housing Asset Fund replaced the former Agency's Low- and Moderate-Income Housing Fund. The Report will be submitted to HCD to comply with California Health and Safety Code Section 34176.1(f).

ITEM 7.H. (Consent Calendar). Project 24-9 - Notice of Completion: Royal Oaks Park Gazebo Replacement - At the City Council meeting on April 23, 2024, the Council awarded the contract for the Royal Oaks Park Gazebo Replacement Project (24-9) to FS Contractors, Inc. for $64,900, plus a 10% contingency. The contract covered the labor, equipment, and machinery required to remove the existing structure, install a new concrete foundation, and assemble a 15'x15' Americana-style Navajo shelter with four posts, complete with rain gutters and downspouts. The project was completed on budget in the amount of $64,900.

ITEM 7.I. (Consent Calendar). Resolution No. 24-23 - Salary Increase Adjusting the Hourly Rate Schedule for Compliance with New Minimum Wage Requirements effective January 1, 2025 - In May 2016, the California legislature passed an unprecedented statewide minimum wage hike plan that took place over a six year span to increase minimum wage to $15.00 per hour, which went into effect on January 1,

2022. Based on this legislation, the rate will be adjusted annually for inflation based on the national consumer price index for urban wage earners and clerical workers (CPI-W) with the highest increase allowed in any one year being 3.5 percent. On July 31, 2024, the Director of the Department of Finance for the State of California Department of Industrial Relations certified that based on the annual inflation rate from 7/1/2023-6/30/2024 the state hourly minimum wage must be increased to $16.50 per hour, effective January 1, 2025. The fiscal impact is estimated to be approximately $11,000 and will be included in the Mid-year budget adjustments in February 2025.

ITEM 7.J. (Consent Calendar). Second Reading of Ordinance No. 928 - The Duarte Municipal Code ("DMC") currently contains regulations governing the distribution and sale of tobacco products; however, recent changes in State law ban flavored tobacco products and sales, increase penalties for violations, and otherwise enhance the City's ability to regulate and enforce tobacco-related commercial and public activities. As such, the City seeks to amend the DMC to comply with these changes and otherwise enhance its regulation of tobacco-related activities. At its meeting on November 26, 2024 the City Council conducted a first reading of this Ordinance. If adopted by the City Council, Ordinance No. 928 will go into effect in thirty (30) days.

ITEM 7.K. (Consent Calendar). Public Safety Director CACEO Conference Hotel Related Expenses - Director Larry Breceda was elected as the California Association of Code Enforcement Officers (CACEO) Region 5 (Los Angeles County) Board of Directors representative by its members in 2010 for a two-year term. At the conclusion of his term, he was elected by the Board of Directors to serve on the Executive Board as Treasurer in 2012, serving successive one-year terms. In 2014, he was elected President of the organization. After serving two terms as President, he was reelected to the Executive Board as Treasurer, where he continues to serve in this capacity. As Treasurer, Director Breceda is responsible for presenting financial reports to the CACEO membership during the Annual Code Conference. These presentations occur during the morning sessions of the conference. Additionally, his role requires him to attend evening events to host members, oversee fiduciary responsibilities related to event expenditures, address member inquiries, and respond to any situations that may arise overnight. For his efforts, CACEO covers his conference attendance fees and has requested that his employing agency, the City of Duarte, reimburse his hotel-related expenses. The conference location changes annually and alternates between Northern and Southern California. This year, the event took place in Long Beach, approximately 35 miles from Duarte. Per the City's reimbursement policy, City Council approval is required for hotel-related expenses when the event is within 50 miles of Duarte. Accordingly, approval is sought for reimbursement of these expenses, which totaled $508.89.

ITEM 9.A. (Public Hearings). Community Development Block Grant (CDBG) Program - Consideration to approve the City of Duarte's CDBG Proposed Program for Fiscal Year (FY) 2025-2026 (July 1, 2025 – June 30, 2026) - Duarte has been a participating city in the Los Angeles County Development Authority's (LACDA) federal Community Development Block Grant (CDBG) Program for many years. The City's annual allocation of federal CDBG funds previously supported the successful construction of Americans with Disabilities Act (ADA) compliant improvements to City Hall, city streets, sidewalks and curb ramps. The mission of the CDBG Program is to principally benefit low and moderate income persons, aid in the prevention of neighborhood deterioration and meet other urgent community development needs. The Los Angeles County Development Authority (LACDA) requires participating cities to submit the proposed use of their annual CDBG allocation by February 3, 2025, including general project descriptions, budgets, and documentation of Council action and proof of public meeting notification. For purposes of budgeting, the estimated Fiscal Year (FY) 2025-2026 CDBG allocation will be approximately $130,000. The City's final CDBG allocation will be announced by LACDA in spring 2025, and may vary within two to five percent, depending upon final federal budget appropriations. It is recommended that the City use its FY 2025-2026 CDBG funds to initiate a new CDBG project, entitled, "Duarte Americans with Disabilities Act-Compliant

(ADA) Curb Ramps". Approximately 10-15 ADA-Compliant Curb Ramps are expected to be installed throughout the City.

ITEM 10.A. (Business Items). Duarte Chamber of Commerce Update - The Duarte Chamber of Commerce executive team will be presenting its annual report regarding its financial status as well as accomplishments made in 2024.

ITEM 10.B. (Business Items). Duarte Chamber of Commerce Service Agreement - In July, The City extended its agreement with the Chamber of Commerce through December 31, 2024. Part of the agreement included allocating $32,000 to cover the Chamber of Commerce operational expenses with a one-time payment that was disbursed in July. The City would then hire a consultant to complete an assessment, and recommend actions that the Chamber can implement in its upcoming and future agreements. In November, Stratiscope completed its report, and recommended actions the Chamber can take to operate more effectively and in line with Duarte small business needs. The report was followed by an outline of recommended activities for the Chamber. City staff has been working with the Chamber board to discuss the feasibility and resources needed to achieve those activities. For this agreement, the City revised the current scope of work to include activities that the Chamber can immediately implement. The City will continue working with the Chamber Board to achieve the remaining recommended activities in future agreements and the Chamber Board will present their business plan for 2025-26 at the City's Annual Budget meeting in May of 2025. The Current Chamber of Commerce agreement will expire December 31, 2024. Therefore, a term extension is needed to extend the term through June 30, 2025. The agreement will allocate an additional $32,000 to cover Chamber expenses through the end of the fiscal year. In addition to the agreement allocation, the City will continue to pay for the Chamber's monthly lease, which is $1,750 per month, or $10,500 from January through June 30, 2025.

ITEM 10.C (Business Items). Burrtec Waste 2023 Annual Performance Review and 2025 Rate Review - Per the provisions of Amendment No. 9 of Duarte's Municipal Solid Waste Agreement, City staff evaluates the prior-year performance of Burrtec Waste Services (Burrtec) and reviews Burrtec's request for a rate adjustment, annually. If the City Council approves the Performance Review and rates, Burrtec's 10-year contract is extended for an additional year and waste rates go into effect January 1st of the following year. Staff's evaluation finds that Burrtec's 2023 performance complies with the current "Municipal Solid Waste, Recyclables and Green Waste Services Agreement Between the City of Duarte and Burrtec Waste Services" (Agreement). To assess 2025 proposed rates, Staff worked with the City's SB 1383 implementation consultant, R3, to review the cost data and the rate increase information submitted by Burrtec. With R3's assistance, staff confirmed that the cost calculations are consistent with the provisions in the Agreement and that the rate adjustments Burrtec is seeking are comparable to adjustments being made statewide due to increases caused by SB 1383 implementation and outside factors beyond Burrtec and the City's control. Staff concluded that Burrtec's request for an 3.70 percent residential increase, effective January 1, 2025, is justified. A refuse survey conducted in October 2024 shows that the City of Duarte's refuse rates are among the lowest one-third of cities surveyed in the San Gabriel Valley for residential services, even with the proposed rate increase.

ITEM 10.D. (Business Items). Audited Financial Statements for Fiscal Year 2023-24 - After the end of each fiscal year, an independent accounting firm is used to conduct a financial audit of the City of Duarte and the Housing Authority. Moss Levy and Hartzheim conducted our independent audit for fiscal year 2023/24. The auditor found the City financial statements for the fiscal year ended June 30, 2024, to be prepared in accordance with generally accepted accounting principles and to fairly present the financial position of the City. We did not have any deficiencies in 2023/24. The original 2023/24 General Fund budget was adopted in June 2023 with a projected deficit of $1,507,400. At the mid-year review in February 2024, we projected that fiscal year 2023/24 would end with a deficit of $469,600. Since that time, property taxes, building permit revenue, interest earnings, fines and forfeitures related to cost recoveries of three large code enforcement cases came in higher than expected and several capital projects were delayed. With these changes, the City's General Fund actually ended the fiscal year with a surplus of $3.8 million, which translates into $26.3 million in unrestricted cash, $4.7 million for special projects assigned by the City Council, $2 million restricted specifically for improvements in the Town Center Specific Plan area, $240,000 for public art, $226,000 for pension costs, $94,000 for storm drain improvements, and $36,000 for vehicle replacement. Please note that staff will be bringing the 2024/25 midyear budget before City Council in February 2025. We will discuss and analyze the fund balance more at that time, because the 2023/24 estimated fund balance was used when the City Council adopted the budget in June and now the actual ending fund balance will serve as a part of the 2024/25 mid-year analysis.

ITEM 10.E. (Business Items). Professional Services Agreement with De Novo Planning Group for Preparation of an Initial Study and Mitigated Negative Declaration for a Residential Project located at 1404-1414 Royal Oaks Drive - Shuorung Properties LLC is currently the owner of two large single-family properties located at 1404 and 1414 Royal Oaks Drive, and has submitted an application for the demolition of two existing single-family residences and the development of 11 townhomes. The required process to consider this request includes a: General Plan Amendment, a Zone Change, and a California Environmental Quality Act (CEQA) initial study assumed to be a Mitigated Negative Declaration or Negative Declaration. For projects requiring detailed environmental review, the City typically hires a consultant to complete the CEQA initial study and the resulting CEQA document. The applicant is responsible for all costs associated with the project including City overhead. Approval of the De Novo Planning Group services agreement for the preparation of CEQA documentation is not an acknowledgement that the City Council will approve the proposed project or that the City might not seek changes to the plan. Instead, this approval allows the completion of the CEQA documentation needed in order to consider the proposed entitlements. The environmental review by De Novo Planning Group will include the preparation of technical studies and an Initial Study in order to determine the appropriate environmental clearance document, assumed to be a Mitigated Negative Declaration. The total maximum contract cost is $67,725. The applicant/owner will be responsible for the cost of the De Novo Planning Group contract and for the application fees that are intended to cover City Staff costs. Prior to the De Novo Planning Group beginning work on the project, the applicant will be required to submit a deposit for the full cost of the professional services agreement. When the environmental report is completed and properly noticed, the project will be scheduled for public hearing before the Planning Commission and City Council to take action on the: environmental report; Zone Change; General Plan Amendment; Tentative Tract Map; and Site Plan and Design Review.

City of Duarte

Agenda Item: **4.B.**

AGENDA REPORT

MEETING DATE:	December 10, 2024
TO:	Mayor and Members of the City Council
FROM:	Brian Villalobos City Manager
BY:	Annette Juarez, City Clerk
SUBJECT:	Adoption of Resolution No. 24-24, Declaring the Results of the November 5, 2024, General Municipal Election
RECOMMENDATION:	Staff recommends that the City Council adopt Resolution No. 24-24 reciting the facts of the General Municipal Election held on November 5, 2024, and declaring the results and such other matters as provided by law.
FISCAL IMPACT:	None.

BACKGROUND

On November 5, 2024, a General Municipal Election was held for the purpose of electing Councilmembers to Districts 2, 3, and 7, and for the consideration of Measure QQ: Authorizing the City Council of the City of Duarte to adopt an ordinance to permit no more than two (2) storefront retail sales cannabis dispensaries and that taxes cannabis businesses up to 10% of gross receipts to raise up to approximately $2,526,250 annually until ended by voters. The results of the General Municipal Election have been certified by the Los Angeles County Registrar-Recorder/County Clerk and said results are to be declared by the City Council as required by Elections Code Section 10263(b).

DISCUSSION/ANALYSIS

The Los Angeles County Registrar-Recorder/County Clerk has certified the official canvass of the returns for the November 5, 2024 General Municipal Election. According to the certified election results, the following candidates were elected to serve as a member of the City Council for a four-year term:

District 2 – Martin Calderon

District 3 – Vinh Truong

District 7 – Toney Lewis

Additionally, a majority of voters supported Measure QQ. Therefore, the Measure passed and will be considered by the City Council.

RECOMMENDATION
Staff recommends that the City Council adopt Resolution No. 24-24 reciting the facts of the General Municipal Election held on November 5, 2024, and declaring the results and such other matters as provided by law.

FISCAL IMPACT

None.

ATTACHMENTS

A. Resolution No. 24-24

Fiscal Review:

Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:

Brian Villalobos
City Manager

RESOLUTION NO. 24-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, RECITING THE FACTS OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 5, 2024, AND DECLARING THE RESULTS AND SUCH OTHER MATTERS AS PROVIDED BY LAW

WHEREAS, a General Municipal Election was held and conducted in the City of Duarte, California, on Tuesday, November 5, 2024, as required by law; and

WHEREAS, notice of the election was given in time, form, and manner as provided by law, voting precincts were properly established, election officers were appointed, and in all respects the election was held and conducted and the votes were cast, received, and canvassed, and the returns made and declared in time, form, and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, pursuant to Resolution No. 24-08 adopted June 25, 2024, the Los Angeles County Election Department canvassed the returns of the election and has certified the results to this City Council, and the results are received, attached, and the Certificate of the Canvass is made a part hereof as "Exhibit A."

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, DOES RESOLVE, DECLARE, DETERMINE AND ORDER AS FOLLOWS:

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

SECTION 2. The whole number of votes (ballots) cast in the City of Duarte was 6251.

SECTION 3. The names of persons voted for at the election for Member of the City Council are as follows:

Councilmember, District 2

Martin Calderon

Jim Kirchner

Councilmember, District 3

Vinh Truong

Hector Armondo Martinez

Councilmember, District 7

Toney Lewis

SECTION 4. The Measure voted upon at the election is as follows:

MEASURE QQ CANNABIS RETAIL SALES AND TAX Shall a measure authorizing the City Council of the City of Duarte to adopt an ordinance to permit no more than two (2) storefront retail sales cannabis dispensaries and that taxes cannabis businesses up to 10% of gross receipts to raise up to approximately $2,526,250 annually until ended by voters be adopted?	**YES**
	NO

SECTION 5. The number of votes given at the precinct and the number of votes given in the precinct to each of the persons above-named for the respective offices for which the persons were candidates are as listed in the attached "Exhibit B."

SECTION 6. The City Council does declare and determine that:

Martin Calderon was elected as Member of the City Council for District 2;

Vinh Truong was elected as Member of the City Council for District 3; and

Toney Lewis was elected as Member of the City Council for District 7; and

As a result of the election, a majority of the voters voting on the Measure QQ, supported, and that the Measure was carried and will be considered.

SECTION 7. The City Clerk shall enter on the records of the City Council of the City of Duarte a statement of the results of the election showing: (1) The whole number of votes (ballots) cast in each District; (2) The names of the persons voted for; (3) For what office each person was voted for; and (4) The total number of votes given at the precinct to each person.

SECTION 8. The City Clerk shall make and deliver to each of the persons so elected a Certificate of Election signed by the City Clerk and authenticated, and the City Clerk shall also administer/sign to each person elected the Oath of Office prescribed in the Constitution of the State of California, and shall have them subscribe to it and file it in the office of the City Clerk. Each and all of the persons so elected shall then be inducted into the respective office to which they have been elected.

SECTION 9. The City Clerk shall certify to the passage and adoption of this Resolution and enter it into the book of original Resolutions.

PASSED, APPROVED and ADOPTED this 10th day of December 2024.

____
Vinh Truong
Mayor

APPROVED AS TO FORM:

____
Thai Viet Phan
City Attorney

ATTEST:

____
Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 24-24 was adopted by the City Council of said City of Duarte at a regular meeting of said City Council held on the 10th day of December 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

____
Annette Juarez
City Clerk

DEAN C. LOGAN
Registrar-Recorder/County Clerk

December 3, 2024

Annette Juarez, City Clerk
City of Duarte
1600 Huntington Drive
Duarte, California 91010

CITY OF DUARTE GENERAL AND SPECIAL MUNICIPAL ELECTIONS

Dear City Clerk:

Enclosed are the Official Canvass Certificate and the Official Statement of Votes Cast by precinct for the City of Duarte General Municipal Election consolidated with the General Election held in Los Angeles County on November 5, 2024.

Please call the Election Planning Section at (562) 462-2317, if you have any questions.

Sincerely,

SONIA CORONA, Head
Election Planning Section

Attachment:
Official Canvass Certificate
Official Statement of Votes Cast

J:2024EF.GeneralElec.Nov2024.CanvassCert.CityLetter

Los Angeles County Registrar-Recorder/County Clerk

CERTIFICATE OF THE CANVASS

OF THE ELECTION RETURNS

I, DEAN C. LOGAN, Registrar-Recorder/County Clerk of the County of Los Angeles, of the State of California, DO HEREBY CERTIFY that pursuant to the provisions of Section 15300 et seq. of the California Elections Code, I canvassed the returns of the votes cast for each elective office and/or measure(s) for

Duarte City

at the General Election, held on the 5th day of November, 2024.

I FURTHER CERTIFY that the Statement of Votes Cast, to which this certificate is attached, shows the total number of ballots cast in said jurisdiction, and that the whole number of votes cast for each candidate and/or measure(s) in said jurisdiction in each of the respective precincts therein, and the totals of the respective columns and the totals as shown for each candidate and/or measure(s) are full, true and correct.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 3rd day of December 2024.

Dean C. Logan

DEAN C. LOGAN
Registrar-Recorder/County Clerk
County of Los Angeles

DUARTE CITY GENERAL MUNICIPAL ELECTION Member of the City Council, 2nd District

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	MARTIN CALDERON	JIM KIRCHNER
DUARTE - 1900004C*		44	21	15
VOTE BY MAIL SERIAL 6408		113	50	36
TOTAL	218	157	71	51
DUARTE - 1900024A*		107	50	35
VOTE BY MAIL SERIAL 6420		388	120	209
TOTAL	666	495	170	244
DUARTE - 1900025A*		151	88	42
VOTE BY MAIL SERIAL 6421		414	270	88
TOTAL	853	565	358	130

DUARTE CITY GENERAL MUNICIPAL ELECTION Member of the City Council, 2nd District

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	MARTIN CALDERON	JIM KIRCHNER
PRECINCT TOTAL		302	159	92
VBM TOTAL		915	440	333
GRAND TOTAL	1,737	1,217	599	425

DUARTE CITY GENERAL MUNICIPAL ELECTION Member of the City Council, 3rd District

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location		Registration	Ballots Cast	VINH TRUONG	HECTOR A MARTINEZ
DUARTE - 1900012A*			329	172	127
VOTE BY MAIL	SERIAL 6412		870	490	238
TOTAL		1,489	1,199	662	365
DUARTE - 1900030B*			55	24	24
VOTE BY MAIL	SERIAL 6422		148	81	55
TOTAL		270	203	105	79
DUARTE - 1900039A*			78	41	20
VOTE BY MAIL	SERIAL 6423		242	148	64
TOTAL		455	320	189	84

DUARTE CITY GENERAL MUNICIPAL ELECTION Member of the City Council, 3rd District

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	VINH TRUONG	HECTOR A MARTINEZ
PRECINCT TOTAL		462	237	171
VBM TOTAL		1,260	719	357
GRAND TOTAL	2,214	1,722	956	528

DUARTE CITY GENERAL MUNICIPAL ELECTION Member of the City Council, 7th District

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	TONEY LEWIS
DUARTE - 1900001A*		363	271
VOTE BY MAIL SERIAL 6406		721	522
TOTAL	1,788	1,084	793

DUARTE CITY GENERAL MUNICIPAL ELECTION Member of the City Council, 7th District

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	TONEY LEWIS
PRECINCT TOTAL		363	271
VBM TOTAL		721	522
GRAND TOTAL	1,788	1,084	793

DUARTE CITY GENERAL MUNICIPAL ELECTION - MEASURE QQ

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location		Registration	Ballots Cast	YES	NO
DUARTE - 1900001A*			363	160	161
VOTE BY MAIL	SERIAL 6406		721	372	276
TOTAL		1,788	1,084	532	437
DUARTE - 1900002A*			48	15	26
VOTE BY MAIL	SERIAL 6407		132	68	41
TOTAL		244	180	83	67
DUARTE - 1900004C*			44	19	19
VOTE BY MAIL	SERIAL 6408		113	50	50
TOTAL		218	157	69	69
DUARTE - 1900005A*			176	82	73
VOTE BY MAIL	SERIAL 6409		533	285	197
TOTAL		1,000	709	367	270
DUARTE - 1900012A*			329	134	170
VOTE BY MAIL	SERIAL 6412		870	392	405
TOTAL		1,489	1,199	526	575
DUARTE - 1900013B			430	163	213
VOTE BY MAIL	SERIAL 0210		1,297	593	603
TOTAL		2,265	1,727	756	816
DUARTE - 1900015A*			99	37	43
VOTE BY MAIL	SERIAL 6413		209	109	80
TOTAL		506	308	146	123
DUARTE - 1900015C*			110	46	55
VOTE BY MAIL	SERIAL 6414		339	160	142
TOTAL		722	449	206	197
DUARTE - 1900017A*			143	70	63
VOTE BY MAIL	SERIAL 6415		326	160	129
TOTAL		681	469	230	192
DUARTE - 1900017B*			5	0	5
VOTE BY MAIL	SERIAL 6416		3	1	2
TOTAL		9	8	1	7
DUARTE - 1900018A*			37	13	21
VOTE BY MAIL	SERIAL 6417		127	72	49
TOTAL		233	164	85	70
DUARTE - 1900023A*			482	178	241
VOTE BY MAIL	SERIAL 6419		1,168	590	449
TOTAL		2,269	1,650	768	690
DUARTE - 1900024A*			107	53	40
VOTE BY MAIL	SERIAL 6420		388	193	141
TOTAL		666	495	246	181
DUARTE - 1900025A*			151	65	66
VOTE BY MAIL	SERIAL 6421		414	206	173
TOTAL		853	565	271	239

DUARTE CITY GENERAL MUNICIPAL ELECTION - MEASURE QQ

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location		Registration	Ballots Cast	YES	NO
DUARTE - 1900030B*			55	26	26
VOTE BY MAIL	SERIAL 6422		148	56	72
TOTAL		270	203	82	98
DUARTE - 1900039A*			78	29	36
VOTE BY MAIL	SERIAL 6423		242	126	96
TOTAL		455	320	155	132

DUARTE CITY GENERAL MUNICIPAL ELECTION - MEASURE QQ

FINAL OFFICIAL V2
STATEMENT OF VOTES CAST
BY PRECINCT

Location	Registration	Ballots Cast	YES	NO
PRECINCT TOTAL		2,657	1,090	1,258
VBM TOTAL		7,030	3,433	2,905
GRAND TOTAL	13,668	9,687	4,523	4,163

CITY OF DUARTE

Minutes of the REGULAR JOINT MEETING OF THE CITY COUNCIL/HOUSING AUTHORITY/DUARTE COMMUNITY FACILITIES FINANCING AUTHORITY

Tuesday, November 26, 2024
7:00 PM — Regular Session

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

1. CALL TO ORDER AND ROLL CALL

Mayor Truong called the open session to order at 7:10 p.m.

Councilmembers Present:	Kang, Lewis, Martin Del Campo, Garcia
Councilmembers Absent:	Finlay, Schulz, Truong
Staff Present:	Brian Villalobos, City Manager Thai Viet Phan, City Attorney Kristen Petersen, Assistant City Manager / Director of Administrative Services Craig Hensley, Director of Community Development Larry Breceda, Director of Public Safety Services Manuel Enriquez, Director of Parks and Recreation Annette Juarez, City Clerk Frances Jimenez, Deputy City Clerk

2. ADOPTION OF THE AGENDA

Moved by Councilmember Kang seconded by Councilmember Lewis and carried by the following vote of the City Council to adopt the agenda.

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

3. PLEDGE TO THE FLAG

The flag salute was led by City of La Puente Councilmember Valerie Munoz.

4. SPECIAL ITEMS

A. Mayor's Youth Council Update

President Hope Peoples gave an update on recent and upcoming Mayor's Youth Council events.

B. Public Safety Department Update

Director of Public Safety Services Breceda reported a 6.1% decline in Part 1 crimes; discussed methods to mitigate crimes of opportunity; provided details about the neighborhood watch program; reported a decrease in homeless individuals; and announced that a drone was purchased using grant funds.

In response to questions from the Council, Director Breceda stated that the drone was purchased for approximately $15,000; and provided information regarding resources provided to the homeless. The Council commended the Public Safety Department for being proactive.

5. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

Joanna Gee, Duarte Library, announced upcoming library events.

City Clerk Juarez announced upcoming city events. Joanna Gee, Duarte Library, announced upcoming library events.

6. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

Valerie Munoz, San Gabriel Basin Water Quality Authority member, congratulated incoming Duarte Unified School Board members and introduced herself.

Doris Anderson commended the city council and staff for their work on the beautification of the electrical boxes; praised the renovations set to begin at the Duarte Library; and expressed hope for improvements to be made to the flower beds beneath the Duarte sign.

Alton Preston inquired about the process of renaming a street in honor of Dorothy Smith, president of the Duarte Service Community Council.

Neil Furukawa discussed the RCR in Duarte Mesa Tract 2815 and 22159.

Tom Reyes expressed concerns about the financial status of the Duarte Unified School District and the closure of Andres Duarte Elementary School.

Steve Hernandez stated his opinion on respecting the recent election results.

7. CONSENT CALENDAR

A. Motion to read all Resolutions and Ordinances presented for consideration by Title only and waive further reading (CC/HA/FA)

B. Approve absence(s) of City Councilmember(s) from the City Council meeting

C. Approval of Minutes - November 12, 2024 Regular Meeting (CC/HA/FA)

D. Approval of Warrants - November 26, 2024 (CC/HA/FA)

E. The Monthly Financial Report was received and filed.

F. The Public Safety Department Update was received and filed.

G. Approval of City Council Expenses.

H. Approval of Award of Contract for Professional Design Services with Elie Farah Inc. for the Completion of the Plans, Specifications and Cost Estimate for the FY 24-25 Street Rehabilitation Project in the amount of $33,800.00.

I. Acceptance of the Notice of Completion: Fiscal Year 2023-24 Citywide Asphalt Repair Project No. 24-13 for Gentry General Engineering in the amount of $108, 046

Moved by Councilmember Martin Del Campo seconded by Councilmember Kang and carried by the following vote of the City Council to approve items 7.A-7.I of the Consent Calendar.

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

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

None.

9. PUBLIC HEARINGS

None.

10. BUSINESS ITEMS

A. <u>Authorizing the Change in Service Order with Southern California Edison for 1850 Highland Avenue – City Yard</u>

Director of Parks and Recreation Enriquez provided background information on the City Yard Electrical Upgrades Project and detailed the preliminary work that needs to be done by Southern California Edison. Director Enriquez responded to questions stating that an exact timeline cannot be provided by

Edison until payment has been completed; Edison will coordinate with Metro on the City's behalf to ensure that commuters are accommodated; and more details will be announced as they become available.

Moved by Councilmember Kang seconded by Councilmember Martin Del Campo and carried by the following vote of the City Council to authorize the City Manager to execute the purchase with Southern California Edison for the service change at 1850 Highland Avenue (City Yard), in the amount of $67,232, as part of the City Yard Electrical Upgrades Project.

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

B. Ordinance No. 928 amending the Duarte Municipal Code to comply with State law regarding tobacco, improve City enforcement of tobacco-related Municipal Code violations, and to enhance public safety, health and welfare

Director of Public Safety Breceda presented a staff report detailing updates that can be made to the Duarte Municipal Code as a result of recent changes in State law that ban flavored tobacco products and sales, increase penalties for violations, and otherwise enhance the City's ability to regulate and enforce tobacco-related commercial and public activities.

Moved by Councilmember Martin Del Campo seconded by Councilmember Kang and carried by the following vote of the City Council to approve the first reading Ordinance No. 928 amending the Duarte Municipal Code to comply with changes in State law, and improve regulation and enforcement regarding tobacco sales, consumption in public, and flavored tobacco.

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

11. CONTINUATION OF ORAL COMMUNICATIONS

None.

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

Director of Public Safety Breceda reported he attended the California Association of Code Enforcement Officers Annual Code Conference.

Assistant City Manager Petersen reported she attended the California Public Employers Labor Relations Association Conference.

City Manager Villalobos reported that he attended the Municipal Management Association of Southern California Conference; assisted with interviews for other organizations, attended the Liability Trust Fund opening workshop with the CEO office and the Sheriff's department Contract Law; and commended the Public Safety and Parks and Recreation department for their recent community events.

Councilmember Martin Del Campo reported that she attended the Foothill Metro Extension meeting and the Duarte Community Coordinating Council Meeting; announced that Foothill Unity is accepting donations for the holiday season; and shared she attended the Duarte High School football celebratory breakfast at IHOP along with the ribbon cutting of the pickleball courts; and wished everyone a Happy Thanksgiving.

Councilmember Lewis requested that the meeting be adjourned in memory of Firefighter James Taylor; expressed his appreciation of city staff; shared memories of spending Thanksgiving with his mom; invited everyone to join him at the Fred Jordan mission to volunteer; and wished everyone a Happy Thanksgiving.

Councilmember Kang shared he attended the Wild Stylez Dance competition; shared excitement over the progress Duarte has made in terms of Public Safety services and revitalization projects; and announced he would be riding in the Hollywood Christmas parade.

Mayor Pro Tem Garcia expressed his gratitude for his family starting roots in Duarte; shared appreciation for the recent beautification projects; stated he attended Assemblymember Rubio's Turkey Giveaway event; announced the opening of Los Albetos restaurant; thanked local businesses for supporting the community; thanked the Parks and Recreation department for coordinating the grand opening of the pickleball courts; and requested that the meeting be adjourned in memory of Sandra Collier Carter and Rosa Garcia Aquino.

13. ADJOURNMENT

At 8:16 p.m., the City Council adjourned the meeting in memory of James Taylor, Sandra Collier Carter, and Rosa Garcia Aquino.

____
Vinh Truong, Mayor

____
Annette Juarez, City Clerk

Council Warrant Register By Account
By Fund

City of Duarte

Payment Dates 11/28/2024 - 12/11/2024

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-1605-7734	STAPLES	FC Office Supplies	5256		61.85
100-1020-7716	DAVID WALLACH	Santa Comes to Duarte 12/19/24	220459		250.00
100-1020-7716	DAVID WALLACH	Santa Comes to Duarte 12/18/24	220459		250.00
100-1605-7733	DAVID WALLACH	Senior Ctr Holiday Program Santa 12/12/2024	220458		100.00
100-1205-7761	DATA TICKET INC	Parking Citation Processing 8/2024	5227		2,079.58
100-1405-7614	STAPLES	Office Supplies	5256		99.37
100-1610-7618	HOME DEPOT CREDIT SERVICES	Senior Ctr TV Mount/Cords	BD25-0673		217.69
100-1610-7618	HOME DEPOT CREDIT SERVICES	Teent Ctr Plumbing Repairs	BD25-0673		91.63
100-1205-7614	STAPLES	Office Supplies	5256		194.97
100-1610-7618	HOME DEPOT CREDIT SERVICES	Beardslee Park Landscape Project	BD25-0673	202313/100-1610-7610-Park-…	40.76
100-1605-7735	DELONG UNLIMITED SCREEN …	TC Winter Holiday Festival Event Shirts	220439		434.68
100-1610-7618	HOME DEPOT CREDIT SERVICES	Lightpole Spray Paint	BD25-0673		13.19
100-1805-7614	STAPLES	Office Supplies	5256		135.34
100-1825-7613	STAPLES	Copier Paper	5256		227.03
100-1605-7733	RODOLFO CARDENAS	SC Holiday Party DJ	220433		175.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	ROP Lightpole Paint	BD25-0673		131.86
100-1610-7618	HOME DEPOT CREDIT SERVICES	Trash Can Lid Chain	BD25-0673		42.89
100-1410-7980	HOME DEPOT CREDIT SERVICES	Painting Supplies	BD25-0673		40.19
100-1610-7618	HOME DEPOT CREDIT SERVICES	Return-Lightbulbs	BD25-0673		-231.53
100-1605-7733	TEMPLE CITY SCHOOLS PERFO…	SC Christmas Program 12/13/2024	220455		350.00
100-1205-7615	HOME DEPOT CREDIT SERVICES	Caution Tape	BD25-0673		107.04
100-1015-7686	JONES MAYER	Zero Bail Injunction	220447		49.15
100-1205-7780	CALIFORNIA ANIMAL WELFARE…	Emily Lepone CACO 3 yr Certification	220431		150.00
100-1605-7653	ACTIVE NETWORK LLC	New Credit Card Machines	5221		1,602.48
100-1005-7640	KIWANIS CLUB OF DUARTE	Cesar Garcia Installation Dinner Tickets 10/26/24	220448		30.00
100-1005-7642	KIWANIS CLUB OF DUARTE	Margaret Finlay Installation Dinner Tkt 10/26/24	220448		30.00
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 8/2024	5252		6,666.02
100-1015-7686	RUTAN & TUCKER LLP	Land Value Holdings Litigation 8/2024	5252		207.47
100-1015-7686	RUTAN & TUCKER LLP	Telecommunications Legal 8/2024	5252		789.00
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 9/2024	5252		8,927.82
100-1015-7686	RUTAN & TUCKER LLP	Land Value Holdings Litigation 9/2024	5252		325.07
100-2120	RUTAN & TUCKER LLP	Royal Oaks Annexation 9/2024	5252	202422-Refund Dep-Royal Oa…	1,990.50
100-1205-7780	SAN GABRIEL VALLEY HUMAN…	Animal Shelter Services 11/2024	5253		6,250.00
100-1015-7684	CIVICA LAW GROUP, APC	1001 Las Lomas Legal 10/2024	5226		2,136.28
100-1015-7684	CIVICA LAW GROUP, APC	1318 Galen St Legal 10/2024	5226		2,951.60
100-1015-7684	CIVICA LAW GROUP, APC	2352 Rim Rd Legal 10/2024	5226		975.00
100-1015-7684	CIVICA LAW GROUP, APC	Mendoza v Duarte Legal 10/2024	5226		675.99
100-1015-7684	CIVICA LAW GROUP, APC	Tobacco Enforcement Code Updates 10/2024	5226	202419-Code Enforcement Le…	1,775.00

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations 10/2024	5226		11,000.00
100-1015-7684	CIVICA LAW GROUP, APC	LASD Costs 10/2024	5226		45.45
100-1810-7660	CALIFORNIA STATE DEPARTM...	Fingerprint Apps 10/2024	5224		128.00
100-1205-7980	CURO MANAGED PRINT PRO...	Outreach Marketing Yard Signs	220438		52.92
100-1205-7612	CACEO	Emily Lepone Membership	220430		100.00
100-1205-7612	CACEO	Juan Oseguera Membership	220430		100.00
100-1205-7612	CACEO	Bryan Ariizumi Membership	220430		100.00
100-1205-7655	LA-RICS	LA-RICS Subscription	220449		80.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 29 Initial Reg-DMV Fee	BD25-0672		118.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 17 Lease/Maint 10/29/2024 - 10/31/2024	BD25-0672		88.19
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 24,25,31,33,34,35 Maint Fees 11/2024	BD25-0672		295.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 20 Lease/Maint 11/1/2024 - 11/30/2024	BD25-0672		394.30
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 29 Lease/Maint 10/29/2024 - 10/31/2024	BD25-0672		88.19
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 30 Lease/Maint 11/1/2024 - 11/30/2024	BD25-0672		584.85
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 23 Lease/Maint 11/1/2024 - 11/30/2024	BD25-0672		433.48
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 15 Lease/Maint 11/1/2024 - 11/30/2024	BD25-0672		1,086.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 29 Lease/Maint 11/1/2024 - 11/30/2024	BD25-0672		911.08
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 17 Lease/Maint 11/1/2024 - 11/30/2024	BD25-0672		911.08
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 26 Lease/Maint 11/1/2024 - 11/30/2024	BD25-0672		847.62
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 7 Lease/Maint 11/1/2024 - 11/30/2024	BD25-0672		782.73
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 11 Lease/Maint 11/1/2024 - 11/30/2024	BD25-0672		702.14
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 22 Lease/Maint 11/1/2024 - 11/30/2024	BD25-0672		431.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease/Maint 11/1/2024 - 11/30/2024	BD25-0672		591.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease/Maint 11/1/2024 - 11/30/2024	BD25-0672		574.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 14 Lease/Maint 11/1/2024 - 11/30/2024	BD25-0672		566.88
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 10 Lease/Maint 11/1/2024 - 11/30/2024	BD25-0672		556.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 36 Lease/Maint 11/1/2024 - 11/30/2024	BD25-0672		478.95
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 27 Lease/Maint 11/1/2024 - 11/30/2024	BD25-0672		476.29
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 19 Lease/Maint 11/1/2024 - 11/30/2024	BD25-0672		446.50
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 6 Lease/Maint 11/1/2024 - 11/30/2024	BD25-0672		578.99
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 13 Lease/Maint 11/1/2024 - 11/30/2024	BD25-0672		223.12
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 17 Initial Reg Fee-DMV Fee	BD25-0672		118.00
100-1205-8030	FLOCK GROUP INC	ALPR Camera Subscription (50% Deposit)	5233		21,300.00
100-1605-7002	PAMELA ROMERO	CPR Stipend	5251		76.92
100-1205-7612	CACEO	Don Vaillancourt Membership	220430		100.00
100-1205-7761	DATA TICKET INC	Admin Citation Processing 10/2024	5227		379.46
100-1205-7761	DATA TICKET INC	Parking Citation Processing 10/2024	5227		2,387.40
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	5255		77.02

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7736	ALEJANDRO FUENTES	Instructor Fees-Circus Gymnastics Fall 2024	5235		840.00
100-1825-7614	HOLIDAY SIGNS LLC	FY25 Holiday Signs	220444		252.75
100-1405-7801	COUNTY OF LOS ANGELES DE...	Industrial Waste Inspections 10/2024	220436		761.76
100-1405-7980	THE DIRT YARD INC	2024 Storm Season Sandbags	5219		1,238.40
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 10/2024	5245		460,322.91
100-1605-7733	SMART & FINAL	SC Thsnksgiving Breakfast Supplies	5255		46.08
100-1605-7733	HEULYN REGINA DUMAS-JOH...	SC Sewing Instructor	5228		540.00
100-1605-7735	SMART & FINAL	TC Wildstylez Snack Bar Supplies	5255		131.31
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Srvcs 10/27/24 - 11/9/24	5222		7,510.32
100-1605-7610	SMART & FINAL	Staff Training Snacks	5255		166.51
100-1020-7712	TRIPEPI SMITH & ASSOCIATES	Communication & Social Media Mgmt 11/2024	5262		9,626.00
100-1020-7720	TRIPEPI SMITH & ASSOCIATES	PEG Channel Management Services 11/2024	5262		2,040.00
100-1410-7810	FRIEDRICH ENTERPRISES INC	Las Brisas Sweeping 11/2024	5220		61.00
100-1410-7810	FRIEDRICH ENTERPRISES INC	Las Posadas Sweeping 11/2024	5220		61.00
100-1205-7613	CURO MANAGED PRINT PRO...	Financial Hardship/Dog Lic Payment Plan Forms	220438		154.35
100-1205-7980	DUARTE PUBLIC SAFETY PETTY...	Meeting Supplies	220440		24.99
100-1205-7980	DUARTE PUBLIC SAFETY PETTY...	Office Water	220440		11.25
100-1405-7980	PARCELQUEST	GIS & ParcelQuest License 1/1/2025 - 12/31/2025	5249		8,899.00
100-1415-7889	LANDSCAPE WAREHOUSE III	Otis Gordon Park Irrigation Repairs	5243		310.93
100-1605-7736	360 MARTIAL ARTS ACADEMY ...	Instructor Fee-Karate Fall 2024	220424		2,332.40
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 11/12/2024	5257		160.00
100-1605-7734	SMART & FINAL	2024 Turkey Trot Event Supplies	5255		109.60
100-1605-7733	STAPLES	SC Label Maker	5256		101.95
100-1605-7735	SMART & FINAL	TC Samsgiving Food	5255		190.23
100-2126	JOSE & ADA CORTEZ	Const/Demo Deposit Refund (Pmt#2021-400)	220435		4,000.00
100-1005-7650	TONEY LEWIS	League Conference Transportation Reimbursement	5244		384.00
100-1605-7738	CURO MANAGED PRINT PRO...	Snow Nite Promo/Advertisement	220438		987.13
100-1205-7761	ALHAMBRA SUPERIOR COURT	Citation Revenue Tax 10/2024	220425		5,247.50
100-1205-7787	MVP, LLC	Public Safety Lease	5248		9,221.00
100-1605-7612	BLACKS IN GOVERNMENT	Gabrielle Perkins Membership	220428		35.00
100-1605-7612	BLACKS IN GOVERNMENT	Marilyn Mays Membership	220428		35.00
100-1805-7610	CSMFO	Angela Chiaromonte 2025 Annual Conference	220437		565.00
100-1810-7673	TELUS HEALTH (US) LTD	Drug and/or Alcohol Srvcs 9/2024	5259		150.00
100-1605-7980	SMART & FINAL	Pickleball Courts Grand Opening Refreshments	5255		71.47
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	5255		153.85
100-1605-7733	SMART & FINAL	SC Thanksgiving Party Supplies	5255		157.48
100-1405-7965	KAREN WARNER ASSOCIATES ...	Housing Element Implementation (AHO) 10/1-11/13/24	5241	202028-Prof.Svc-Housing Ele...	579.12
100-1605-7735	SMART & FINAL	TC Samsgiving Event Supplies	5255		16.08
100-1020-7711	PAUL D MCCULLOUGH JR	Annual Awards Catering Deposit	220451		3,138.54
100-1020-7716	JAG ENDEAVORS LLC	Santa Coming to Duarte T-Shirts	220446		1,971.73
100-1605-7733	SMART & FINAL	SC Thanksgiving Party Supplies	5255		38.96

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7733	SMART & FINAL	SC Thanksgiving Party Supplies	5255		18.72
100-1825-7626	FEDEX	Document Delivery	220443		44.61
100-1605-7980	SMART & FINAL	Pickleball Court Grand Opening Snacks	5255		80.64
100-1010-7610	U.S. BANK	Brian Villalobos MMASC Conf Hotel (Hilton Hotel)	5264		724.24
100-1010-7610	U.S. BANK	Albert Nunez MMASC Conf Hotel (Hilton Hotel)	5264		724.24
100-1010-7610	U.S. BANK	Albert N Social Media Strategies Webinar (CAPIO)	5264		45.00
100-1010-7610	U.S. BANK	Quarterly Staff Mtg Lunch 10/30/24 (Jersey Mikes)	5264		95.00
100-1010-7612	U.S. BANK	Online Pasadena Star News Subscription	5264		18.00
100-1010-7980	U.S. BANK	DashPass 11/5/22024 - 12/5/2024 (DoorDash)	5264		9.99
100-1010-7980	U.S. BANK	2024 Call for Artists (Creative West)	5264		99.60
100-1010-7980	U.S. BANK	InstaCart Subscription (1 year)	5264		99.00
100-1020-7712	U.S. BANK	Dia de los Muertos Event Ads (Facebook)	5264		50.00
100-1020-7712	U.S. BANK	Spotify Membership	5264		19.99
100-1405-7610	U.S. BANK	Brian Chau MSA Meeting/Drone Training	5269		25.75
100-1405-7610	U.S. BANK	Marvin Carpio MSA Meeting/Drone Training	5269		25.75
100-1405-7614	U.S. BANK	Rollabels for Plans	5269		220.00
100-1405-7614	U.S. BANK	Carrier Strips (Amazon)	5269		155.81
100-1405-7800	U.S. BANK	Carhartt Mens Hoodle/Womens Hoodie (Amazon)	5269		121.26
100-1020-7711	U.S. BANK	Employee Recognition Supplies (Amazon)	5265		55.66
100-1020-7711	U.S. BANK	Service Pins (Brown Industries)	5265		59.45
100-1020-7711	U.S. BANK	Annual Awards Candles (Walmart.com)	5265		143.76
100-1020-7711	U.S. BANK	Turkey Feast Supplies & Raffle Prizes (Amazon)	5265		325.00
100-1020-7711	U.S. BANK	Annual Awards Dishes (TJ Maxx)	5265		13.21
100-1025-7703	U.S. BANK	FY25 Annual Membership (CA Contract Cities)	5265		3,897.70
100-1605-7733	U.S. BANK	Netflix-Senior Ctr 11/4/2024 - 12/3/2024	5265		7.74
100-1605-7735	U.S. BANK	Netflix-Teen Ctr 11/4/2024 - 12/3/2024	5265		7.75
100-1805-7610	U.S. BANK	Angela C 2025 CSMFO Conf Hotel/Airfare (Expedia)	5265		556.90
100-1805-7610	U.S. BANK	JPIA Conf Rental Car Damage (Enterprise)	5265		245.80
100-1805-7610	U.S. BANK	Annual Gov't GAAP Update Training (GFOA)	5265		180.00
100-1805-7614	U.S. BANK	Office Supplies/2025 Calendars (Amazon)	5265		40.60
100-1805-7614	U.S. BANK	2025 Calendar (Amazon)	5265		9.91
100-1805-7980	U.S. BANK	Thanksgiving Employee Event Supplies (Trader Joes)	5265		116.69
100-1805-7980	U.S. BANK	Thanksgiving Employee Event Supplies (Costco)	5265		232.74
100-1805-7980	U.S. BANK	Thanksgiving Employee Event Supplies (Smart&Final)	5265		172.66
100-1810-7610	U.S. BANK	Kristen Petersen Mtg w/ Councilmember (El Canton)	5265		20.16

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1810-7610	U.S. BANK	Kristen Petersen CALPERLA Meals (Dos Victorias)	5265		63.38
100-1810-7610	U.S. BANK	Kristen Petersen CALPERLA Conf (Valencia/Jaran)	5265		175.72
100-1810-7610	U.S. BANK	Admin Srvcs Staff Meeting Treats (Paris Baguette)	5265		31.43
100-1810-7610	U.S. BANK	Kristen Petersen CALPERLA Conference (Uber)	5265		225.67
100-1810-7610	U.S. BANK	Kristen Petersen CALPERLA Hotel (Monterey Bay Inn)	5265		1,412.41
100-1815-7632	U.S. BANK	Finance Webinar 11/7/2024 - 12/6/2024 (Zoom)	5265		96.00
100-1815-7632	U.S. BANK	Adobe Creative Cloud/Acrobat Pro 11/13/24-12/12/24	5265		849.68
100-1020-7716	U.S. BANK	Veteran's Day Hat Stitching (Lids)	5266		17.67
100-1020-7716	U.S. BANK	Tree Lighting Event Bags (Amazon)	5266		24.54
100-1020-7716	U.S. BANK	Santa Coming to Duarte Supplies (Amazon)	5266		32.07
100-1020-7716	U.S. BANK	Tree Lighting Event Donuts (A & P Donuts)	5266		34.95
100-1020-7716	U.S. BANK	Tree Lighting Ornaments (Amazon)	5266		57.30
100-1020-7716	U.S. BANK	Tree Lighting Supplies (Amazon)	5266		128.97
100-1020-7716	U.S. BANK	Tree Lighting Supplies (Dollar Tree)	5266		68.63
100-1020-7716	U.S. BANK	Tree Lighting Supplies (Amazon)	5266		8.80
100-1020-7716	U.S. BANK	Holiday Events Candy Canes (Amazon)	5266		129.90
100-1020-7716	U.S. BANK	Veteran's Day Flowers & Gifts (Cynthia's)	5266		140.00
100-1020-7716	U.S. BANK	Veteran's Day Refreshments (Porto's Bakery)	5266		184.66
100-1020-7716	U.S. BANK	Tree Lighting Pop-up Outdoor Ornaments (Amazon)	5266		248.48
100-1020-7716	U.S. BANK	Snow Nite Straw Bales (Kruse Feed & Supply)	5266		928.79
100-1020-7716	U.S. BANK	Snow Nite Pennant Flags/Wristbands (Amazon)	5266		63.12
100-1020-7716	U.S. BANK	Tree Lighting Ornament Bags (Amazon)	5266		6.60
100-1020-7716	U.S. BANK	Tree Lighting Event Treats (Tortilleria La Paloma)	5266		157.50
100-1605-7610	U.S. BANK	Alexis Corral 2025 CPRS Conf Airfare (Southwest)	5266		347.97
100-1605-7610	U.S. BANK	Alex Corral 2025 CPRS Conference & Expo	5266		495.00
100-1605-7610	U.S. BANK	Staff Training Supplies (Hobby Lobby)	5266		15.37
100-1605-7610	U.S. BANK	Manuel Enriquez Conference Parking (Doubletree)	5266		45.00
100-1605-7612	U.S. BANK	CANVA Yearly Subscription	5266		299.40
100-1605-7614	U.S. BANK	Paper (Cynthia's Flowers)	5266		10.00
100-1605-7614	U.S. BANK	Nelci/Jeff 2025 Calendar (Amazon)	5266		13.11
100-1605-7614	U.S. BANK	2025 Planner (Amazon)	5266		25.09
100-1605-7614	U.S. BANK	Napkins,Plates & Coffee (Amazon)	5266		105.98
100-1605-7614	U.S. BANK	Batteries (Amazon)	5266		20.94
100-1605-7650	U.S. BANK	City Vehicle Car Wash (Route 66 Carwash)	5266		39.95

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7693	U.S. BANK	Mayor's Youth Council Dinner (Young's Gourmet)	5266		232.63
100-1605-7730	U.S. BANK	Dia de los Muertos Event Food (La Palmona)	5266		89.82
100-1605-7730	U.S. BANK	Rotary Breakfast Kids Crafts/Decorations (Amazon)	5266		198.11
100-1605-7730	U.S. BANK	Dia de los Muertos Event Supplies (Amazon)	5266		188.52
100-1605-7730	U.S. BANK	Dia de los Muertos Event Decorations (WinnerParty)	5266		80.73
100-1605-7730	U.S. BANK	Dia de los Muertos Craft Supplies (Muskatel's)	5266		155.28
100-1605-7730	U.S. BANK	Dia de los Muertos Event Decorations (Hobby Lobby)	5266		152.52
100-1605-7730	U.S. BANK	Deposit-Snow Nite Face Painting (Taylor Entertain)	5266		200.00
100-1605-7730	U.S. BANK	Halloween Howl Staff/Volunteer Pizza (Domino's)	5266		215.92
100-1605-7730	U.S. BANK	Dia de los Muertos Event Tamales (Tacos El Torito)	5266		66.00
100-1605-7730	U.S. BANK	Halloween Howl Event Supplies (Amazon)	5266		58.04
100-1605-7730	U.S. BANK	Dia de los Muertos Event Candles (Amazon)	5266		136.59
100-1605-7730	U.S. BANK	RETURN-Dia de los Muertos Decorations (HobbyLobby)	5266		-14.81
100-1605-7730	U.S. BANK	Dia de los Muertos Flowers (Del Real Wholesale)	5266		50.00
100-1605-7730	U.S. BANK	Dia de los Muertos Costume Contest Prizes (Target)	5266		94.40
100-1605-7730	U.S. BANK	Straw Bales (Kruse Feed & Supply)	5266		199.30
100-1605-7730	U.S. BANK	RETURN-Dia de los Muertos Supplies (Amazon)	5266		-15.42
100-1605-7730	U.S. BANK	Dia de los Muertos Event Paper (FedEx)	5266		38.04
100-1605-7730	U.S. BANK	RETURN-Dia de los Muertos Supplies (Amazon)	5266		-24.24
100-1605-7730	U.S. BANK	RETURN-Halloween Howl Supplies (Target)	5266		-36.36
100-1605-7730	U.S. BANK	Dia de los Muertos Face Painting (Susie Quino)	5266		540.75
100-1605-7730	U.S. BANK	Dia de los Muertos Event Decorations (Dan Stamis)	5266		21.90
100-1605-7730	U.S. BANK	Dia de los Muertos Event Trays (Amazon)	5266		24.24
100-1605-7730	U.S. BANK	RETURN-Halloween Howl Supplies (Costco)	5266		-54.46
100-1605-7730	U.S. BANK	Halloween Howl Pet Smart Gift Card (Amazon)	5266		25.00
100-1605-7730	U.S. BANK	Dia de los Muertos Event Drinks (La Paloma)	5266		150.00
100-1605-7730	U.S. BANK	RETURN-Dia de los Muertos Supplies (Amazon)	5266		-88.16
100-1605-7730	U.S. BANK	Dia de los Muertos Event Entertainment (NiraPerez)	5266		360.50
100-1605-7730	U.S. BANK	Dia de los Muertos Event Glue (Amazon)	5266		33.03
100-1605-7730	U.S. BANK	Halloween Howl Supplies (Costco)	5266		34.47
100-1605-7730	U.S. BANK	Dia de los Muertos Flower Stands (Amazon)	5266		330.60
100-1605-7730	U.S. BANK	Halloween Howl Event Supplies (Amazon)	5266		32.37

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1605-7733	U.S. BANK	SC Thanksgiving Celebration (Costco)	5266		65.89
100-1605-7733	U.S. BANK	SC Thanksgiving Tablecloth Cleaning (All Star)	5266		224.00
100-1605-7733	U.S. BANK	SC Ping Pong Paddles (Amazon)	5266		57.84
100-1605-7733	U.S. BANK	SC Thanksgiving Decorations (Amazon)	5266		34.15
100-1605-7733	U.S. BANK	SC Event Craft Supplies (Amazon)	5266		19.83
100-1605-7733	U.S. BANK	SC Copier Paper (Amazon)	5266		51.81
100-1605-7733	U.S. BANK	SC Thanksgiving Celebration (Vons)	5266		8.94
100-1605-7733	U.S. BANK	SC Halloween Tablecloths (Amazon)	5266		46.28
100-1605-7733	U.S. BANK	SC/Staff Farewell Event Supplies (Costco)	5266		144.83
100-1605-7735	U.S. BANK	TC Dance Outfits (Amazon)	5266		597.69
100-1605-7735	U.S. BANK	TC Turkey Shoot Gift Cards (Amazon)	5266		100.00
100-1605-7737	U.S. BANK	Excursion Bus Parking 11/21/24 (Rail Events)	5266		18.00
100-1605-7737	U.S. BANK	Excursion Dinner (Steiner's Original)	5266		402.93
100-1605-7737	U.S. BANK	Excursion Polar Express Ticket (Rail Productions)	5266		55.25
100-1605-7741	U.S. BANK	Youth Sports Cooler Plug (Amazon)	5266		18.73
100-1605-7741	U.S. BANK	Basketball Equipment (Amazon)	5266		83.59
100-1605-7741	U.S. BANK	Youth Sports Ball Pump (Amazon)	5266		33.06
100-1605-7745	U.S. BANK	Duarte Boxing Club So Cal Club Fee (USA Boxing)	5266		184.50
100-1605-7980	U.S. BANK	Pickleball Court Grand Opening Coffee (Starbucks)	5266		137.00
100-1605-7980	U.S. BANK	Pickleball Court Grand Opening Ribbon (Amazon)	5266		28.06
100-1605-7980	U.S. BANK	Pickleball Court Grand Opening (Sweet Nothings)	5266		189.00
100-1605-7980	U.S. BANK	SC Interim Supervisor Thank You Flowers (Cynthias)	5266		70.00
100-1605-7980	U.S. BANK	Pickleball Court Grand Opening CC Paddles (Amazon)	5266		207.69
100-1610-7616	U.S. BANK	Lifeguard Megahones (The Lifeguard Store)	5266		417.86
100-1610-7616	U.S. BANK	FC Uniform Storage (Walmart)	5266		86.12
100-1610-7616	U.S. BANK	RETURN (The Lifeguard Store)	5266		-242.55
100-1610-7618	U.S. BANK	FC Backflow Enclosure Box (Amazon)	5266		589.84
100-1610-7618	U.S. BANK	Senior Ctr Coffee Supplies (Walmart)	5266		29.12
100-1610-7618	U.S. BANK	Rubber Cable Protectors (Amazon)	5266		41.67
100-2121	U.S. BANK	Manuel Enriquez Charge Error (Reimbursed to City)	5266		1,634.00
100-1005-7640	CESAR A GARCIA	Council Vehicle Allowance	5236		75.00
100-1005-7641	TERA MARTIN DEL CAMPO	Council Vehicle Allowance	5246		75.00
100-1005-7642	MARGARET FINLAY	Council Vehicle Allowance	5232		75.00
100-1005-7643	VINH TRUONG	Council Vehicle Allowance	5263		75.00
100-1005-7644	JODY ERRANDI SCHULZ	Council Vehicle Allowance	5254		75.00
100-1005-7648	SAMUEL KANG	Council Vehicle Allowance	5240		75.00
100-1005-7650	TONEY LEWIS	Council Vehicle Allowance	5244		75.00
100-1825-7674	JOHN FASANA	Health Insurance Reimbursement	5230		435.00

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	220429		435.00
100-1825-7674	EFREN CASTRO	Health Insurance Reimbursement	5225		566.00
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	5223		218.00
100-1825-7674	LINDA HENDERSON	Health Insurance Reimbursement	5238		435.00
100-1825-7674	MICHAEL TARR	Health Insurance Reimbursement	5258		435.00
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	5242		435.00
100-1825-7674	TERESA RENTERIA	Health Insurance Reimbursement	5250		566.00
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	5229		435.00
100-1205-7781	LOS ANGELES COUNTY SHERIF…	Halloween Howl 10/31/2024	5245		549.34
100-1205-7781	LOS ANGELES COUNTY SHERIF…	Tobacco Operations 10/20/24 - 10/26/24	5245	202419-Contract Law Enforc…	1,757.88
100-1605-7739	THE SAUCE CREATIVE SERVICE…	City News Winter 2024/2025 Printing	5260		8,923.25
100-1605-7739	THE SAUCE CREATIVE SERVICE…	City News Winter 2024/2025 Design/Flipbook	5260		7,650.00
100-1020-7710	LUDECKE PROPERTY MANAG…	Chamber Lease 12/2024	220450		1,750.00
100-1605-7610	CITY OF WHITTIER	George Dang Concert Share	220434		25.00
100-1605-7610	CITY OF WHITTIER	Alexis Corral Concert Share	220434		25.00
100-1805-7610	JOSIE BELLO-STREFF	CalPERS Conference Expense Reimbursement	220427		238.16
100-1205-7779	AIDA TORRES	DART Event 11/17/22024 (Costco)	5261		34.44
100-1205-7779	AIDA TORRES	DART Event 11/17/2024 (Le Donuts)	5261		18.00
100-1205-7779	AIDA TORRES	DART Event 11/13/2024	5261		84.20
100-1205-7980	AIDA TORRES	Volunteer Steve Warner Flowers 11/19/2024	5261		23.23
100-1605-7735	REBECCA TSAO	Wildstylez Event Judge	220456		200.00
100-1605-7733	DUARTE RECREATION PETTY …	SC Softball Umpire Fee	220441		50.00
100-1605-7735	GERARDO ESTRADA	TC Winter Holiday Festival Food	220442		700.00
100-1605-7736	JOVANA VILLEGAS	Instructor Fee-Culinary Kids Fall 2024	5270		945.00
100-4806	ANN VALLEROY	Excursion Cancellation-Rose Parade	220457		85.00
100-4816	MARILYN SKELTON	SC Floral Arrangement Cancellation	220454		15.00
100-1605-7610	CURO MANAGED PRINT PRO…	Uniform Name Tag	220438		8.54
100-2120	ELIZABETH CALVO MARTINEZ	ROP Bldg Rent Deposit Refund 11/10/2024	220432		150.00
100-2120	RUBICELY TORRES INFANTE	CC Rent Deposit Refund 11/16/2024	220445		500.00
100-2120	JOEL MENDOZA	CC Rent Deposit Refund 11/23/2024	220452		500.00
100-2126	SERGEY NAZARYAN	Const/Demo Deposit Refund (Pmt#2022-507)	220453		1,600.00
100-1020-7713	BAY ALARM COMPANY	Museum Burglary Monitor 12/01/2024 - 2/28/2025	BD25-0675		189.00
100-1020-7713	BAY ALARM COMPANY	Museum Fire Monitor 12/01/2024 - 2/28/2025	BD25-0674		262.41
100-2127	GOLDEN SUN ENTERPRISES INC	Retention-Beardslee Park Restroom Replacement	5237	202313/100-2127-Retention-…	8,232.13
				Fund 100 - GENERAL FUND Total:	**674,179.09**

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 220 - GAS TAX FUN					
220-2210-7890	COUNTY OF LOS ANGELES DE...	Traffic Signal Maintenance 10/2024	220436		5,994.71
220-2210-7813	JCL TRAFFIC SERVICES	Hamilton Rd Parking Restriction Signs	5239		386.98
				Fund 220 - GAS TAX FUN Total:	**6,381.69**
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2405-7890	COUNTY OF LOS ANGELES DE...	TMC-KITS Monitoring 10/2024	220436		580.32
240-2426-7810	FRIEDRICH ENTERPRISES INC	Grocery Outlet Sweeping 11/2024	5220		784.00
				Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:	**1,364.32**
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
290-2905-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 10/2024	5245		11,941.67
				Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:	**11,941.67**
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 35 Lease 11/1/2024 - 11/30/2024	BD25-0672		679.61
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 24 Lease 11/1/2024 - 11/30/2024	BD25-0672		428.96
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 Lease 11/1/2024 - 11/30/2024	BD25-0672		567.93
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 31 Lease 11/1/2024 - 11/30/2024	BD25-0672		492.21
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 25 Lease 11/1/2024 - 11/30/2024	BD25-0672		488.87
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 33 Lease 11/1/2024 - 11/30/2024	BD25-0672		441.43
				Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:	**3,099.01**
Fund: 400 - PARK DEVELOPMENT GRANT FUND					
400-2127	JOSE ANGEL FIERROS	Retention	5231		-3,245.00
400-4005-8041	JOSE ANGEL FIERROS	Royal Oaks Park Gazebo Replacement	5231		64,900.00
				Fund 400 - PARK DEVELOPMENT GRANT FUND Total:	**61,655.00**
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-8013	FOOTHILL TRANSIT	68th Installment of 3rd Bus 11/2024	5234		3,887.05
440-4405-7650	HOME DEPOT CREDIT SERVICES	Yard Supplies	BD25-0673		66.07
440-4405-7960	FOOTHILL TRANSIT	Duarte Local Service 10/2024	5234		21,004.74
440-5004	FOOTHILL TRANSIT	Duarte Local Service 10/2024	5234		-864.68
440-4405-7610	U.S. BANK	Erwin Mendez CTA Conference Hotel (Hyatt Place)	5265		738.14
440-4405-7650	AUTOZONE	Yard Supplies	220426		143.35
440-4405-7610	ERWIN MENDEZ	CTA Conference Expense Reimbursement	5247		223.77
440-4405-7650	HOME DEPOT CREDIT SERVICES	Early Pay Discount (Inv#800010)	BD25-0673		-1.20
				Fund 440 - PROPOSITION A TRANSIT FUND Total:	**25,197.24**
Fund: 460 - PROPOSITION C TRANSIT FUND					
460-4605-8013	FOOTHILL TRANSIT	68th Installment of 3rd Bus 11/2024	5234		3,180.31
460-4605-7960	FOOTHILL TRANSIT	Duarte Local Service 10/2024	5234		17,185.69
460-5004	FOOTHILL TRANSIT	Duarte Local Service 10/2024	5234		-707.46
				Fund 460 - PROPOSITION C TRANSIT FUND Total:	**19,658.54**
				Grand Total:	**803,476.56**

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	674,179.09
220 - GAS TAX FUN	6,381.69
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	1,364.32
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	11,941.67
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	3,099.01
400 - PARK DEVELOPMENT GRANT FUND	61,655.00
440 - PROPOSITION A TRANSIT FUND	25,197.24
460 - PROPOSITION C TRANSIT FUND	19,658.54
Grand Total:	**803,476.56**

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	105.00
100-1005-7641	Travel & Exp - Martin Del..	75.00
100-1005-7642	Travel & Exp - Finlay	105.00
100-1005-7643	Travel & Exp - Truong	75.00
100-1005-7644	Travel & Exp - Schulz	75.00
100-1005-7648	Travel & Exp - Kang	75.00
100-1005-7650	Travel & Exp - Lewis	459.00
100-1010-7610	Travel, Mtgs & Conf	1,588.48
100-1010-7612	Publications and Dues	18.00
100-1010-7980	Other Expenses	208.59
100-1015-7680	City Attorney Legal	15,593.84
100-1015-7684	Code Enforcement Legal	19,559.32
100-1015-7686	Other Legal Services	1,370.69
100-1020-7710	Chamber Of Commerce	1,750.00
100-1020-7711	Employee Recognition C…	3,735.62
100-1020-7712	Community Information …	9,695.99
100-1020-7713	Historical Museum Bldg…	451.41
100-1020-7716	Special Community Even…	4,703.71
100-1020-7720	DCTV	2,040.00
100-1025-7703	Contract Cities Assoc	3,897.70
100-1205-7612	Publications and Dues	400.00
100-1205-7613	Duplications And Photos	154.35
100-1205-7614	Office Supplies	194.97
100-1205-7615	Emergency Supplies	107.04
100-1205-7655	Emergency Services	80.00
100-1205-7761	Parking Ticket Collect	10,093.94
100-1205-7779	Youth Programs	136.64
100-1205-7780	Animal Control	6,400.00
100-1205-7781	Contract Law Enforceme…	462,630.13
100-1205-7782	Crossing Guard Contract…	7,510.32
100-1205-7787	Public Safety Cntr Lease	9,221.00
100-1205-7980	Other Expenses	112.39
100-1205-8030	Other Equipment	21,300.00
100-1405-7610	Travel, Mtgs & Conf	51.50
100-1405-7614	Office Supplies	475.18
100-1405-7800	Building Department Ser…	121.26
100-1405-7801	Industrial Waste Inspect…	761.76
100-1405-7965	Professional Services	579.12
100-1405-7980	Other Expenses	10,137.40
100-1410-7656	Emergency Generator	160.00
100-1410-7810	Street Sweeping	122.00
100-1410-7980	Other Expenses	40.19
100-1415-7889	Repairs-Sports Park	310.93
100-1605-7002	Regular Salaries	76.92
100-1605-7610	Travel, Mtgs & Conf	1,128.39

Account Summary

Account Number	Account Name	Payment Amount
100-1605-7612	Publications and Dues	369.40
100-1605-7614	Office Supplies	175.12
100-1605-7650	Vehicle Maintenance	39.95
100-1605-7653	Active Net Fees	1,602.48
100-1605-7693	Youth Council	232.63
100-1605-7730	Special Events	3,242.68
100-1605-7733	Senior Center	2,239.50
100-1605-7734	Fitness Center	171.45
100-1605-7735	Teen Center	2,377.74
100-1605-7736	Youth & Adult Recreatio…	4,117.40
100-1605-7737	Adult Excursions	476.18
100-1605-7738	Teen Excursions	987.13
100-1605-7739	Publicity	16,573.25
100-1605-7741	Sports/Playground Progr…	135.38
100-1605-7745	Boxing Program	184.50
100-1605-7980	Other Expenses	783.86
100-1610-7616	Pool Supplies	261.43
100-1610-7618	Building Supplies	1,197.99
100-1805-7610	Travel, Mtgs & Conf	1,785.86
100-1805-7614	Office Supplies	185.85
100-1805-7980	Other Expenses	522.09
100-1810-7610	Travel, Mtgs & Conf	1,928.77
100-1810-7660	Other Services	128.00
100-1810-7673	Physical Exams	150.00
100-1815-7632	Software	945.68
100-1825-7613	Duplications And Photos	227.03
100-1825-7614	Office Supplies	252.75
100-1825-7626	Postage	44.61
100-1825-7674	Retiree Health Insurance	3,960.00
100-1830-8100	Vehicle Replacement (C…	12,285.97
100-2120	Refundable Deposits	3,140.50
100-2121	Pass Through Deposits	1,634.00
100-2126	Construction and Demoli…	5,600.00
100-2127	Retention Payable	8,232.13
100-4806	Excursion Fees	85.00
100-4816	Senior Recreation Class …	15.00
220-2210-7813	Regulatory Signs	386.98
220-2210-7890	Repairs-Traffic Signal	5,994.71
240-2405-7890	Repairs-Traffic Signal	580.32
240-2426-7810	Street Sweeping	784.00
290-2905-7781	Contract Law Enforceme…	11,941.67
320-3205-8013	Vehicles (Capital)	3,099.01
400-2127	Retention Payable	-3,245.00
400-4005-8041	Park Improvements (Cap…	64,900.00
440-4405-7610	Travel, Mtgs & Conf	961.91
440-4405-7650	Vehicle Maintenance	208.22
440-4405-7960	Foothill Transit Operatio…	21,004.74
440-4405-8013	Vehicles (Capital)	3,887.05
440-5004	Other Revenue	-864.68
460-4605-7960	Foothill Tranist Operatio…	17,185.69
460-4605-8013	Vehicles (Capital)	3,180.31
460-5004	Other Revenue	-707.46
	Grand Total:	**803,476.56**

Project Account Summary

Project Account Key	Payment Amount
None	789,101.17
202028-Prof.Svc-Housing Element - Karen Warner	579.12

Project Account Summary

Project Account Key	Payment Amount
202313/100-1610-7610-Park-Building Supplies	40.76
202313/100-2127-Retention-Beardslee Restroom	8,232.13
202419-Code Enforcement Legal-Tobacco Grant	1,775.00
202419-Contract Law Enforcement-Tobacco Grant	1,757.88
202422-Refund Dep-Royal Oaks Annexation	1,990.50
Grand Total:	**803,476.56**

Council Warrant Register By Vendor
By Fund

Payment Dates 11/28/2024 - 12/11/2024

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 5485 - THE DIRT YARD INC					
100-1405-7980	THE DIRT YARD INC	2024 Storm Season Sandbags	24-M14855		1,238.40
				Vendor 5485 - THE DIRT YARD INC Total:	**1,238.40**
Vendor: 6691 - 360 MARTIAL ARTS ACADEMY LLC					
100-1605-7736	360 MARTIAL ARTS ACADEMY ...	Instructor Fee-Karate Fall 2024	FALL 2024		2,332.40
				Vendor 6691 - 360 MARTIAL ARTS ACADEMY LLC Total:	**2,332.40**
Vendor: 5612 - ACTIVE NETWORK LLC					
100-1605-7653	ACTIVE NETWORK LLC	New Credit Card Machines	11144487		1,602.48
				Vendor 5612 - ACTIVE NETWORK LLC Total:	**1,602.48**
Vendor: 1388 - AIDA TORRES					
100-1205-7779	AIDA TORRES	DART Event 11/13/2024	11/13/24-11/19/24		84.20
100-1205-7779	AIDA TORRES	DART Event 11/17/22024 (Costco)	11/13/24-11/19/24		34.44
100-1205-7779	AIDA TORRES	DART Event 11/17/2024 (Le Donuts)	11/13/24-11/19/24		18.00
100-1205-7980	AIDA TORRES	Volunteer Steve Warner Flowers 11/19/2024	11/13/24-11/19/24		23.23
				Vendor 1388 - AIDA TORRES Total:	**159.87**
Vendor: 4728 - ALEJANDRO FUENTES					
100-1605-7736	ALEJANDRO FUENTES	Instructor Fees-Circus Gymnastics Fall 2024	12		840.00
				Vendor 4728 - ALEJANDRO FUENTES Total:	**840.00**
Vendor: 3661 - ALHAMBRA SUPERIOR COURT					
100-1205-7761	ALHAMBRA SUPERIOR COURT	Citation Revenue Tax 10/2024	11202024		5,247.50
				Vendor 3661 - ALHAMBRA SUPERIOR COURT Total:	**5,247.50**
Vendor: 6117 - ALL CITY MANAGEMENT SERVICE INC					
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Srvcs 10/27/24 - 11/9/24	96855		7,510.32
				Vendor 6117 - ALL CITY MANAGEMENT SERVICE INC Total:	**7,510.32**
Vendor: T4311 - ANN VALLEROY					
100-4806	ANN VALLEROY	Excursion Cancellation-Rose Parade	2002052.002		85.00
				Vendor T4311 - ANN VALLEROY Total:	**85.00**
Vendor: 5805 - BAY ALARM COMPANY					
100-1020-7713	BAY ALARM COMPANY	Museum Burglary Monitor 12/01/2024 - 2/28/2025	21805814		189.00
100-1020-7713	BAY ALARM COMPANY	Museum Fire Monitor 12/01/2024 - 2/28/2025	21816812		262.41
				Vendor 5805 - BAY ALARM COMPANY Total:	**451.41**
Vendor: 6539 - BLACKS IN GOVERNMENT					
100-1605-7612	BLACKS IN GOVERNMENT	Gabrielle Perkins Membership	158697-112024		35.00
100-1605-7612	BLACKS IN GOVERNMENT	Marilyn Mays Membership	158698-112024		35.00
				Vendor 6539 - BLACKS IN GOVERNMENT Total:	**70.00**
Vendor: 3981 - CACEO					
100-1205-7612	CACEO	Emily Lepone Membership	300020765		100.00
100-1205-7612	CACEO	Juan Oseguera Membership	300020767		100.00
100-1205-7612	CACEO	Bryan Ariizumi Membership	300020771		100.00
100-1205-7612	CACEO	Don Vaillancourt Membership	300020814		100.00
				Vendor 3981 - CACEO Total:	**400.00**

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6008 - CALIFORNIA ANIMAL WELFARE ASSOCIATION					
100-1205-7780	CALIFORNIA ANIMAL WELFARE...	Emily Lepone CACO 3 yr Certification	200006637		150.00
			Vendor 6008 - CALIFORNIA ANIMAL WELFARE ASSOCIATION Total:		**150.00**
Vendor: 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE					
100-1810-7660	CALIFORNIA STATE DEPARTM...	Fingerprint Apps 10/2024	772905		128.00
			Vendor 0065 - CALIFORNIA STATE DEPARTMENT OF JUSTICE Total:		**128.00**
Vendor: 0028 - CATHERINE BRATTA					
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	12/2024		435.00
			Vendor 0028 - CATHERINE BRATTA Total:		**435.00**
Vendor: 6340 - CESAR A GARCIA					
100-1005-7640	CESAR A GARCIA	Council Vehicle Allowance	12/2024		75.00
			Vendor 6340 - CESAR A GARCIA Total:		**75.00**
Vendor: 6617 - CITY OF WHITTIER					
100-1605-7610	CITY OF WHITTIER	Alexis Corral Concert Share	1/16/2025		25.00
100-1605-7610	CITY OF WHITTIER	George Dang Concert Share	1/16/2025		25.00
			Vendor 6617 - CITY OF WHITTIER Total:		**50.00**
Vendor: 6483 - CIVICA LAW GROUP, APC					
100-1015-7684	CIVICA LAW GROUP, APC	1001 Las Lomas Legal 10/2024	14551		2,136.28
100-1015-7684	CIVICA LAW GROUP, APC	1318 Galen St Legal 10/2024	14552		2,951.60
100-1015-7684	CIVICA LAW GROUP, APC	2352 Rim Rd Legal 10/2024	14553		975.00
100-1015-7684	CIVICA LAW GROUP, APC	Mendoza v Duarte Legal 10/2024	14555		675.99
100-1015-7684	CIVICA LAW GROUP, APC	Tobacco Enforcement Code Updates 10/2024	14556	202419-Code Enforcement Le...	1,775.00
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations 10/2024	14557		11,000.00
100-1015-7684	CIVICA LAW GROUP, APC	LASD Costs 10/2024	14558		45.45
			Vendor 6483 - CIVICA LAW GROUP, APC Total:		**19,559.32**
Vendor: 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
100-1405-7801	COUNTY OF LOS ANGELES DE...	Industrial Waste Inspections 10/2024	24111202405		761.76
			Vendor 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:		**761.76**
Vendor: 4171 - CSMFO					
100-1805-7610	CSMFO	Angela Chiaromonte 2025 Annual Conference	200025940		565.00
			Vendor 4171 - CSMFO Total:		**565.00**
Vendor: 5494 - CURO MANAGED PRINT PRODUCTION					
100-1205-7980	CURO MANAGED PRINT PRO...	Outreach Marketing Yard Signs	10149		52.92
100-1205-7613	CURO MANAGED PRINT PRO...	Financial Hardship/Dog Lic Payment Plan Forms	10180		154.35
100-1605-7738	CURO MANAGED PRINT PRO...	Snow Nite Promo/Advertisement	10190		987.13
100-1605-7610	CURO MANAGED PRINT PRO...	Uniform Name Tag	HvXdN		8.54
			Vendor 5494 - CURO MANAGED PRINT PRODUCTION Total:		**1,202.94**
Vendor: 5501 - DATA TICKET INC					
100-1205-7761	DATA TICKET INC	Parking Citation Processing 8/2024	169829		2,079.58
100-1205-7761	DATA TICKET INC	Admin Citation Processing 10/2024	171722		379.46
100-1205-7761	DATA TICKET INC	Parking Citation Processing 10/2024	172408		2,387.40
			Vendor 5501 - DATA TICKET INC Total:		**4,846.44**
Vendor: 6434 - DAVID WALLACH					
100-1020-7716	DAVID WALLACH	Santa Comes to Duarte 12/18/24	2391-SCTD		250.00
100-1020-7716	DAVID WALLACH	Santa Comes to Duarte 12/19/24	2391-SCTD		250.00

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1605-7733	DAVID WALLACH	Senior Ctr Holiday Program Santa 12/12/2024	2391-SC		100.00
				Vendor 6434 - DAVID WALLACH Total:	**600.00**
Vendor: 3838 - DELONG UNLIMITED SCREEN PRINTING					
100-1605-7735	DELONG UNLIMITED SCREEN …	TC Winter Holiday Festival Event Shirts	22-11363		434.68
				Vendor 3838 - DELONG UNLIMITED SCREEN PRINTING Total:	**434.68**
Vendor: 3165 - DUARTE PUBLIC SAFETY PETTY CASH					
100-1205-7980	DUARTE PUBLIC SAFETY PETTY…	Office Water	11182024		11.25
100-1205-7980	DUARTE PUBLIC SAFETY PETTY…	Meeting Supplies	11182024		24.99
				Vendor 3165 - DUARTE PUBLIC SAFETY PETTY CASH Total:	**36.24**
Vendor: 0311 - DUARTE RECREATION PETTY CASH					
100-1605-7733	DUARTE RECREATION PETTY …	SC Softball Umpire Fee	11262024		50.00
				Vendor 0311 - DUARTE RECREATION PETTY CASH Total:	**50.00**
Vendor: 1533 - EFREN CASTRO					
100-1825-7674	EFREN CASTRO	Health Insurance Reimbursement	12/2024		566.00
				Vendor 1533 - EFREN CASTRO Total:	**566.00**
Vendor: T3676 - ELIZABETH CALVO MARTINEZ					
100-2120	ELIZABETH CALVO MARTINEZ	ROP Bldg Rent Deposit Refund 11/10/2024	R105460		150.00
				Vendor T3676 - ELIZABETH CALVO MARTINEZ Total:	**150.00**
Vendor: 6189 - ENTERPRISE FM TRUST					
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 36 Lease/Maint 11/1/2024 - 11/30/2024	FBN5180411		478.95
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 19 Lease/Maint 11/1/2024 - 11/30/2024	FBN5180411		446.50
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 23 Lease/Maint 11/1/2024 - 11/30/2024	FBN5180411		433.48
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 17 Lease/Maint 10/29/2024 - 10/31/2024	FBN5180411		88.19
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 29 Lease/Maint 10/29/2024 - 10/31/2024	FBN5180411		88.19
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 17 Initial Reg Fee-DMV Fee	FBN5180411		118.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 29 Initial Reg-DMV Fee	FBN5180411		118.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 13 Lease/Maint 11/1/2024 - 11/30/2024	FBN5180411		223.12
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 24,25,31,33,34,35 Maint Fees 11/2024	FBN5180411		295.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 20 Lease/Maint 11/1/2024 - 11/30/2024	FBN5180411		394.30
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 27 Lease/Maint 11/1/2024 - 11/30/2024	FBN5180411		476.29
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 7 Lease/Maint 11/1/2024 - 11/30/2024	FBN5180411		782.73
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 14 Lease/Maint 11/1/2024 - 11/30/2024	FBN5180411		566.88
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 10 Lease/Maint 11/1/2024 - 11/30/2024	FBN5180411		556.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 29 Lease/Maint 11/1/2024 - 11/30/2024	FBN5180411		911.08
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 17 Lease/Maint 11/1/2024 - 11/30/2024	FBN5180411		911.08
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 26 Lease/Maint 11/1/2024 - 11/30/2024	FBN5180411		847.62
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 11 Lease/Maint 11/1/2024 - 11/30/2024	FBN5180411		702.14
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 15 Lease/Maint 11/1/2024 - 11/30/2024	FBN5180411		1,086.65

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 30 Lease/Maint 11/1/2024 - 11/30/2024	FBN5180411		584.85
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 6 Lease/Maint 11/1/2024 - 11/30/2024	FBN5180411		578.99
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease/Maint 11/1/2024 - 11/30/2024	FBN5180411		574.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease/Maint 11/1/2024 - 11/30/2024	FBN5180411		591.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 22 Lease/Maint 11/1/2024 - 11/30/2024	FBN5180411		431.65
				Vendor 6189 - ENTERPRISE FM TRUST Total:	**12,285.97**
Vendor: 0087 - FEDEX					
100-1825-7626	FEDEX	Document Delivery	8-690-01146		44.61
				Vendor 0087 - FEDEX Total:	**44.61**
Vendor: 6684 - FLOCK GROUP INC					
100-1205-8030	FLOCK GROUP INC	ALPR Camera Subscription (50% Deposit)	INV-51533		21,300.00
				Vendor 6684 - FLOCK GROUP INC Total:	**21,300.00**
Vendor: 1570 - FRIEDRICH ENTERPRISES INC					
100-1410-7810	FRIEDRICH ENTERPRISES INC	Las Brisas Sweeping 11/2024	208482		61.00
100-1410-7810	FRIEDRICH ENTERPRISES INC	Las Posadas Sweeping 11/2024	208483		61.00
				Vendor 1570 - FRIEDRICH ENTERPRISES INC Total:	**122.00**
Vendor: 6692 - GERARDO ESTRADA					
100-1605-7735	GERARDO ESTRADA	TC Winter Holiday Festival Food	12/11/2024		700.00
				Vendor 6692 - GERARDO ESTRADA Total:	**700.00**
Vendor: 6615 - GOLDEN SUN ENTERPRISES INC					
100-2127	GOLDEN SUN ENTERPRISES INC	Retention-Beardslee Park Restroom Replacement	02-Final	202313/100-2127-Retention-...	8,232.13
				Vendor 6615 - GOLDEN SUN ENTERPRISES INC Total:	**8,232.13**
Vendor: 6002 - HEULYN REGINA DUMAS-JOHNSON					
100-1605-7733	HEULYN REGINA DUMAS-JOH...	SC Sewing Instructor	SC-12/2024		540.00
				Vendor 6002 - HEULYN REGINA DUMAS-JOHNSON Total:	**540.00**
Vendor: 3202 - HOLIDAY SIGNS LLC					
100-1825-7614	HOLIDAY SIGNS LLC	FY25 Holiday Signs	16224		252.75
				Vendor 3202 - HOLIDAY SIGNS LLC Total:	**252.75**
Vendor: 0788 - HOME DEPOT CREDIT SERVICES					
100-1610-7618	HOME DEPOT CREDIT SERVICES	Senior Ctr TV Mount/Cords	6545526		217.69
100-1610-7618	HOME DEPOT CREDIT SERVICES	Teent Ctr Plumbing Repairs	9812924		91.63
100-1610-7618	HOME DEPOT CREDIT SERVICES	Beardslee Park Landscape Project	7523052	202313/100-1610-7610-Park-...	40.76
100-1610-7618	HOME DEPOT CREDIT SERVICES	Lightpole Spray Paint	1813339		13.19
100-1610-7618	HOME DEPOT CREDIT SERVICES	ROP Lightpole Paint	5802322		131.86
100-1610-7618	HOME DEPOT CREDIT SERVICES	Trash Can Lid Chain	6520482		42.89
100-1410-7980	HOME DEPOT CREDIT SERVICES	Painting Supplies	0521446		40.19
100-1610-7618	HOME DEPOT CREDIT SERVICES	Return-Lightbulbs	234192		-231.53
100-1205-7615	HOME DEPOT CREDIT SERVICES	Caution Tape	7814608		107.04
				Vendor 0788 - HOME DEPOT CREDIT SERVICES Total:	**453.72**
Vendor: 3821 - JACQUELINE BURCKHARD					
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	12/2024		218.00
				Vendor 3821 - JACQUELINE BURCKHARD Total:	**218.00**
Vendor: 6031 - JAG ENDEAVORS LLC					
100-1020-7716	JAG ENDEAVORS LLC	Santa Coming to Duarte T-Shirts	1757		1,971.73
				Vendor 6031 - JAG ENDEAVORS LLC Total:	**1,971.73**

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 0128 - JIM KIRCHNER					
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	12/2024		435.00
				Vendor 0128 - JIM KIRCHNER Total:	**435.00**
Vendor: 6204 - JODY ERRANDI SCHULZ					
100-1005-7644	JODY ERRANDI SCHULZ	Council Vehicle Allowance	12/2024		75.00
				Vendor 6204 - JODY ERRANDI SCHULZ Total:	**75.00**
Vendor: T4888 - JOEL MENDOZA					
100-2120	JOEL MENDOZA	CC Rent Deposit Refund 11/23/2024	R106048		500.00
				Vendor T4888 - JOEL MENDOZA Total:	**500.00**
Vendor: 0086 - JOHN FASANA					
100-1825-7674	JOHN FASANA	Health Insurance Reimbursement	12/2024		435.00
				Vendor 0086 - JOHN FASANA Total:	**435.00**
Vendor: 6559 - JONES MAYER					
100-1015-7686	JONES MAYER	Zero Bail Injunction	125607		49.15
				Vendor 6559 - JONES MAYER Total:	**49.15**
Vendor: T4886 - JOSE & ADA CORTEZ					
100-2126	JOSE & ADA CORTEZ	Const/Demo Deposit Refund (Pmt#2021-400)	R93112		4,000.00
				Vendor T4886 - JOSE & ADA CORTEZ Total:	**4,000.00**
Vendor: 6667 - JOSIE BELLO-STREFF					
100-1805-7610	JOSIE BELLO-STREFF	CalPERS Conference Expense Reimbursement	10/27/24-10/30/24		238.16
				Vendor 6667 - JOSIE BELLO-STREFF Total:	**238.16**
Vendor: T3851 - JOVANA VILLEGAS					
100-1605-7736	JOVANA VILLEGAS	Instructor Fee-Culinary Kids Fall 2024	135840		945.00
				Vendor T3851 - JOVANA VILLEGAS Total:	**945.00**
Vendor: 4777 - KAREN WARNER ASSOCIATES INC					
100-1405-7965	KAREN WARNER ASSOCIATES ...	Housing Element Implementation (AHO) 10/1-11/13/24	898	202028-Prof.Svc-Housing Ele...	579.12
				Vendor 4777 - KAREN WARNER ASSOCIATES INC Total:	**579.12**
Vendor: 0388 - KIWANIS CLUB OF DUARTE					
100-1005-7640	KIWANIS CLUB OF DUARTE	Cesar Garcia Installation Dinner Tickets 10/26/24	24-010		30.00
100-1005-7642	KIWANIS CLUB OF DUARTE	Margaret Finlay Installation Dinner Tkt 10/26/24	24-010		30.00
				Vendor 0388 - KIWANIS CLUB OF DUARTE Total:	**60.00**
Vendor: 3968 - LANDSCAPE WAREHOUSE III					
100-1415-7889	LANDSCAPE WAREHOUSE III	Otis Gordon Park Irrigation Repairs	4206933		310.93
				Vendor 3968 - LANDSCAPE WAREHOUSE III Total:	**310.93**
Vendor: 6690 - LA-RICS					
100-1205-7655	LA-RICS	LA-RICS Subscription	DUARTEFY24/25-03 - REVISED		80.00
				Vendor 6690 - LA-RICS Total:	**80.00**
Vendor: 5060 - LINDA HENDERSON					
100-1825-7674	LINDA HENDERSON	Health Insurance Reimbursement	12/2024		435.00
				Vendor 5060 - LINDA HENDERSON Total:	**435.00**
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 10/2024	251019TZ		460,322.91
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Halloween Howl 10/31/2024	251237MR		549.34

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1205-7781	LOS ANGELES COUNTY SHERIF…	Tobacco Operations 10/20/24 - 10/26/24	251238MR	202419-Contract Law Enforc…	1,757.88
		Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:			**462,630.13**
Vendor: 5698 - LUDECKE PROPERTY MANAGEMENT INC					
100-1020-7710	LUDECKE PROPERTY MANAG…	Chamber Lease 12/2024	huntplaz-1735-1224		1,750.00
			Vendor 5698 - LUDECKE PROPERTY MANAGEMENT INC Total:		**1,750.00**
Vendor: 0285 - MARGARET FINLAY					
100-1005-7642	MARGARET FINLAY	Council Vehicle Allowance	12/2024		75.00
				Vendor 0285 - MARGARET FINLAY Total:	**75.00**
Vendor: T4889 - MARILYN SKELTON					
100-4816	MARILYN SKELTON	SC Floral Arrangement Cancellation	2002054.002		15.00
				Vendor T4889 - MARILYN SKELTON Total:	**15.00**
Vendor: 1042 - MICHAEL TARR					
100-1825-7674	MICHAEL TARR	Health Insurance Reimbursement	12/2024		435.00
				Vendor 1042 - MICHAEL TARR Total:	**435.00**
Vendor: 2461 - MVP, LLC					
100-1205-7787	MVP, LLC	Public Safety Lease	12/2024		9,221.00
				Vendor 2461 - MVP, LLC Total:	**9,221.00**
Vendor: 1197 - PAMELA ROMERO					
100-1605-7002	PAMELA ROMERO	CPR Stipend	12/2024		76.92
				Vendor 1197 - PAMELA ROMERO Total:	**76.92**
Vendor: 6019 - PARCELQUEST					
100-1405-7980	PARCELQUEST	GIS & ParcelQuest License 1/1/2025 - 12/31/2025	26492		8,899.00
				Vendor 6019 - PARCELQUEST Total:	**8,899.00**
Vendor: 6334 - PAUL D MCCULLOUGH JR					
100-1020-7711	PAUL D MCCULLOUGH JR	Annual Awards Catering Deposit	1/31/2025D		3,138.54
				Vendor 6334 - PAUL D MCCULLOUGH JR Total:	**3,138.54**
Vendor: 6681 - REBECCA TSAO					
100-1605-7735	REBECCA TSAO	Wildstylez Event Judge	11/17/2024		200.00
				Vendor 6681 - REBECCA TSAO Total:	**200.00**
Vendor: 6293 - RODOLFO CARDENAS					
100-1605-7733	RODOLFO CARDENAS	SC Holiday Party DJ	12/12/2024		175.00
				Vendor 6293 - RODOLFO CARDENAS Total:	**175.00**
Vendor: T4893 - RUBICELY TORRES INFANTE					
100-2120	RUBICELY TORRES INFANTE	CC Rent Deposit Refund 11/16/2024	R105985		500.00
				Vendor T4893 - RUBICELY TORRES INFANTE Total:	**500.00**
Vendor: 0196 - RUTAN & TUCKER LLP					
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 8/2024	1009470		6,666.02
100-1015-7686	RUTAN & TUCKER LLP	Land Value Holdings Litigation 8/2024	1009471		207.47
100-1015-7686	RUTAN & TUCKER LLP	Telecommunications Legal 8/2024	1009472		789.00
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 9/2024	1009473		8,927.82
100-1015-7686	RUTAN & TUCKER LLP	Land Value Holdings Litigation 9/2024	1009474		325.07
100-2120	RUTAN & TUCKER LLP	Royal Oaks Annexation 9/2024	1009475	202422-Refund Dep-Royal Oa…	1,990.50
				Vendor 0196 - RUTAN & TUCKER LLP Total:	**18,905.88**
Vendor: 5263 - SAMUEL KANG					
100-1005-7648	SAMUEL KANG	Council Vehicle Allowance	12/2024		75.00
				Vendor 5263 - SAMUEL KANG Total:	**75.00**

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY					
100-1205-7780	SAN GABRIEL VALLEY HUMAN…	Animal Shelter Services 11/2024	11/2024D		6,250.00
			Vendor 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY Total:		**6,250.00**
Vendor: T4887 - SERGEY NAZARYAN					
100-2126	SERGEY NAZARYAN	Const/Demo Deposit Refund (Pmt#2022-507)	R97944		1,600.00
			Vendor T4887 - SERGEY NAZARYAN Total:		**1,600.00**
Vendor: 0209 - SMART & FINAL					
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	117211		77.02
100-1605-7733	SMART & FINAL	SC Thsnksgiving Breakfast Supplies	557277		46.08
100-1605-7735	SMART & FINAL	TC Wildstylez Snack Bar Supplies	708833		131.31
100-1605-7610	SMART & FINAL	Staff Training Snacks	773377		166.51
100-1605-7734	SMART & FINAL	2024 Turkey Trot Event Supplies	176099		109.60
100-1605-7735	SMART & FINAL	TC Samsgiving Food	726099		190.23
100-1605-7980	SMART & FINAL	Pickleball Courts Grand Opening Refreshments	471377		71.47
100-1610-7618	SMART & FINAL	Senior Ctr Coffee Supplies	717255		153.85
100-1605-7733	SMART & FINAL	SC Thanksgiving Party Supplies	817277		157.48
100-1605-7735	SMART & FINAL	TC Samsgiving Event Supplies	921833		16.08
100-1605-7733	SMART & FINAL	SC Thanksgiving Party Supplies	889966		38.96
100-1605-7733	SMART & FINAL	SC Thanksgiving Party Supplies	058955		18.72
100-1605-7980	SMART & FINAL	Pickleball Court Grand Opening Snacks	076499		80.64
			Vendor 0209 - SMART & FINAL Total:		**1,257.95**
Vendor: 2688 - STAPLES					
100-1605-7734	STAPLES	FC Office Supplies	6008868417		61.85
100-1405-7614	STAPLES	Office Supplies	6011825502		99.37
100-1205-7614	STAPLES	Office Supplies	6012522230		194.97
100-1805-7614	STAPLES	Office Supplies	6013687168		135.34
100-1825-7613	STAPLES	Copier Paper	6013687168		227.03
100-1605-7733	STAPLES	SC Label Maker	6017273094		101.95
			Vendor 2688 - STAPLES Total:		**820.51**
Vendor: 0083 - STEVE ESBENSHADE					
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	12/2024		435.00
			Vendor 0083 - STEVE ESBENSHADE Total:		**435.00**
Vendor: 1610 - SUNWEST ENGINEERING					
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 11/12/2024	SA-48914		160.00
			Vendor 1610 - SUNWEST ENGINEERING Total:		**160.00**
Vendor: 6622 - TELUS HEALTH (US) LTD					
100-1810-7673	TELUS HEALTH (US) LTD	Drug and/or Alcohol Srvcs 9/2024	2253890		150.00
			Vendor 6622 - TELUS HEALTH (US) LTD Total:		**150.00**
Vendor: 6000 - TEMPLE CITY SCHOOLS PERFORMING ARTS					
100-1605-7733	TEMPLE CITY SCHOOLS PERFO…	SC Christmas Program 12/13/2024	102424		350.00
			Vendor 6000 - TEMPLE CITY SCHOOLS PERFORMING ARTS Total:		**350.00**
Vendor: 6457 - TERA MARTIN DEL CAMPO					
100-1005-7641	TERA MARTIN DEL CAMPO	Council Vehicle Allowance	12/2024		75.00
			Vendor 6457 - TERA MARTIN DEL CAMPO Total:		**75.00**

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 3904 - TERESA RENTERIA					
100-1825-7674	TERESA RENTERIA	Health Insurance Reimbursement	12/2024		566.00
				Vendor 3904 - TERESA RENTERIA Total:	**566.00**
Vendor: 4241 - THE SAUCE CREATIVE SERVICES CORP					
100-1605-7739	THE SAUCE CREATIVE SERVICE…	City News Winter 2024/2025 Printing	7286		8,923.25
100-1605-7739	THE SAUCE CREATIVE SERVICE…	City News Winter 2024/2025 Design/Flipbook	7287		7,650.00
				Vendor 4241 - THE SAUCE CREATIVE SERVICES CORP Total:	**16,573.25**
Vendor: 6100 - TONEY LEWIS					
100-1005-7650	TONEY LEWIS	League Conference Transportation Reimbursement	10/16/24-10/18/24		384.00
100-1005-7650	TONEY LEWIS	Council Vehicle Allowance	12/2024		75.00
				Vendor 6100 - TONEY LEWIS Total:	**459.00**
Vendor: 5284 - TRIPEPI SMITH & ASSOCIATES					
100-1020-7712	TRIPEPI SMITH & ASSOCIATES	Communication & Social Media Mgmt 11/2024	13544		9,626.00
100-1020-7720	TRIPEPI SMITH & ASSOCIATES	PEG Channel Management Services 11/2024	13545		2,040.00
				Vendor 5284 - TRIPEPI SMITH & ASSOCIATES Total:	**11,666.00**
Vendor: 4484 - U.S. BANK					
100-1010-7610	U.S. BANK	Albert N Social Media Strategies Webinar (CAPIO)	11252024BV		45.00
100-1010-7610	U.S. BANK	Brian Villalobos MMASC Conf Hotel (Hilton Hotel)	11252024BV		724.24
100-1010-7610	U.S. BANK	Quarterly Staff Mtg Lunch 10/30/24 (Jersey Mikes)	11252024BV		95.00
100-1010-7610	U.S. BANK	Albert Nunez MMASC Conf Hotel (Hilton Hotel)	11252024BV		724.24
100-1010-7612	U.S. BANK	Online Pasadena Star News Subscription	11252024BV		18.00
100-1010-7980	U.S. BANK	DashPass 11/5/22024 - 12/5/2024 (DoorDash)	11252024BV		9.99
100-1010-7980	U.S. BANK	2024 Call for Artists (Creative West)	11252024BV		99.60
100-1010-7980	U.S. BANK	InstaCart Subscription (1 year)	11252024BV		99.00
100-1020-7712	U.S. BANK	Spotify Membership	11252024BV		19.99
100-1020-7712	U.S. BANK	Dia de los Muertos Event Ads (Facebook)	11252024BV		50.00
100-1405-7610	U.S. BANK	Marvin Carpio MSA Meeting/Drone Training	11252024CH		25.75
100-1405-7610	U.S. BANK	Brian Chau MSA Meeting/Drone Training	11252024CH		25.75
100-1405-7614	U.S. BANK	Carrier Strips (Amazon)	11252024CH		155.81
100-1405-7614	U.S. BANK	Rollabels for Plans	11252024CH		220.00
100-1405-7800	U.S. BANK	Carhartt Mens Hoodle/Womens Hoodie (Amazon)	11252024CH		121.26
100-1020-7711	U.S. BANK	Annual Awards Candles (Walmart.com)	11252024KP		143.76
100-1020-7711	U.S. BANK	Service Pins (Brown Industries)	11252024KP		59.45
100-1020-7711	U.S. BANK	Employee Recognition Supplies (Amazon)	11252024KP		55.66
100-1020-7711	U.S. BANK	Annual Awards Dishes (TJ Maxx)	11252024KP		13.21
100-1020-7711	U.S. BANK	Turkey Feast Supplies & Raffle Prizes (Amazon)	11252024KP		325.00
100-1025-7703	U.S. BANK	FY25 Annual Membership (CA Contract Cities)	11252024KP		3,897.70
100-1605-7733	U.S. BANK	Netflix-Senior Ctr 11/4/2024 - 12/3/2024	11252024KP		7.74

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1605-7735	U.S. BANK	Netflix-Teen Ctr 11/4/2024 - 12/3/2024	11252024KP		7.75
100-1805-7610	U.S. BANK	JPIA Conf Rental Car Damage (Enterprise)	11252024KP		245.80
100-1805-7610	U.S. BANK	Annual Gov't GAAP Update Training (GFOA)	11252024KP		180.00
100-1805-7610	U.S. BANK	Angela C 2025 CSMFO Conf Hotel/Airfare (Expedia)	11252024KP		556.90
100-1805-7614	U.S. BANK	Office Supplies/2025 Calendars (Amazon)	11252024KP		40.60
100-1805-7614	U.S. BANK	2025 Calendar (Amazon)	11252024KP		9.91
100-1805-7980	U.S. BANK	Thanksgiving Employee Event Supplies (Smart&Final)	11252024KP		172.66
100-1805-7980	U.S. BANK	Thanksgiving Employee Event Supplies (Costco)	11252024KP		232.74
100-1805-7980	U.S. BANK	Thanksgiving Employee Event Supplies (Trader Joes)	11252024KP		116.69
100-1810-7610	U.S. BANK	Kristen Petersen CALPERLA Hotel (Monterey Bay Inn)	11252024KP		1,412.41
100-1810-7610	U.S. BANK	Kristen Petersen CALPERLA Conf (Valencia/Jaran)	11252024KP		175.72
100-1810-7610	U.S. BANK	Kristen Petersen CALPERLA Conference (Uber)	11252024KP		225.67
100-1810-7610	U.S. BANK	Admin Srvcs Staff Meeting Treats (Paris Baguette)	11252024KP		31.43
100-1810-7610	U.S. BANK	Kristen Petersen Mtg w/ Councilmember (El Canton)	11252024KP		20.16
100-1810-7610	U.S. BANK	Kristen Petersen CALPERLA Meals (Dos Victorias)	11252024KP		63.38
100-1815-7632	U.S. BANK	Finance Webinar 11/7/2024 - 12/6/2024 (Zoom)	11252024KP		96.00
100-1815-7632	U.S. BANK	Adobe Creative Cloud/Acrobat Pro 11/13/24-12/12/24	11252024KP		849.68
100-1020-7716	U.S. BANK	Snow Nite Straw Bales (Kruse Feed & Supply)	11252024ME		928.79
100-1020-7716	U.S. BANK	Tree Lighting Ornaments (Amazon)	11252024ME		57.30
100-1020-7716	U.S. BANK	Veteran's Day Refreshments (Porto's Bakery)	11252024ME		184.66
100-1020-7716	U.S. BANK	Snow Nite Pennant Flags/Wristbands (Amazon)	11252024ME		63.12
100-1020-7716	U.S. BANK	Veteran's Day Hat Stitching (Lids)	11252024ME		17.67
100-1020-7716	U.S. BANK	Tree Lighting Event Treats (Tortilleria La Paloma)	11252024ME		157.50
100-1020-7716	U.S. BANK	Tree Lighting Event Bags (Amazon)	11252024ME		24.54
100-1020-7716	U.S. BANK	Tree Lighting Supplies (Amazon)	11252024ME		128.97
100-1020-7716	U.S. BANK	Tree Lighting Supplies (Amazon)	11252024ME		8.80
100-1020-7716	U.S. BANK	Tree Lighting Ornament Bags (Amazon)	11252024ME		6.60
100-1020-7716	U.S. BANK	Veteran's Day Flowers & Gifts (Cynthia's)	11252024ME		140.00
100-1020-7716	U.S. BANK	Tree Lighting Supplies (Dollar Tree)	11252024ME		68.63
100-1020-7716	U.S. BANK	Tree Lighting Event Donuts (A & P Donuts)	11252024ME		34.95
100-1020-7716	U.S. BANK	Santa Coming to Duarte Supplies (Amazon)	11252024ME		32.07
100-1020-7716	U.S. BANK	Holiday Events Candy Canes (Amazon)	11252024ME		129.90

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1020-7716	U.S. BANK	Tree Lighting Pop-up Outdoor Ornaments (Amazon)	11252024ME		248.48
100-1605-7610	U.S. BANK	Alex Corral 2025 CPRS Conference & Expo	11252024ME		495.00
100-1605-7610	U.S. BANK	Alexis Corral 2025 CPRS Conf Airfare (Southwest)	11252024ME		347.97
100-1605-7610	U.S. BANK	Staff Training Supplies (Hobby Lobby)	11252024ME		15.37
100-1605-7610	U.S. BANK	Manuel Enriquez Conference Parking (Doubletree)	11252024ME		45.00
100-1605-7612	U.S. BANK	CANVA Yearly Subscription	11252024ME		299.40
100-1605-7614	U.S. BANK	Batteries (Amazon)	11252024ME		20.94
100-1605-7614	U.S. BANK	Nelci/Jeff 2025 Calendar (Amazon)	11252024ME		13.11
100-1605-7614	U.S. BANK	Paper (Cynthia's Flowers)	11252024ME		10.00
100-1605-7614	U.S. BANK	2025 Planner (Amazon)	11252024ME		25.09
100-1605-7614	U.S. BANK	Napkins,Plates & Coffee (Amazon)	11252024ME		105.98
100-1605-7650	U.S. BANK	City Vehicle Car Wash (Route 66 Carwash)	11252024ME		39.95
100-1605-7693	U.S. BANK	Mayor's Youth Council Dinner (Young's Gourmet)	11252024ME		232.63
100-1605-7730	U.S. BANK	Dia de los Muertos Event Decorations (WinnerParty)	11252024ME		80.73
100-1605-7730	U.S. BANK	Dia de los Muertos Flower Stands (Amazon)	11252024ME		330.60
100-1605-7730	U.S. BANK	RETURN-Halloween Howl Supplies (Target)	11252024ME		-36.36
100-1605-7730	U.S. BANK	Dia de los Muertos Event Entertainment (NiraPerez)	11252024ME		360.50
100-1605-7730	U.S. BANK	RETURN-Dia de los Muertos Supplies (Amazon)	11252024ME		-24.24
100-1605-7730	U.S. BANK	RETURN-Dia de los Muertos Supplies (Amazon)	11252024ME		-15.42
100-1605-7730	U.S. BANK	Halloween Howl Pet Smart Gift Card (Amazon)	11252024ME		25.00
100-1605-7730	U.S. BANK	RETURN-Dia de los Muertos Decorations (HobbyLobby)	11252024ME		-14.81
100-1605-7730	U.S. BANK	Dia de los Muertos Event Tamales (Tacos El Torito)	11252024ME		66.00
100-1605-7730	U.S. BANK	Dia de los Muertos Flowers (Del Real Wholesale)	11252024ME		50.00
100-1605-7730	U.S. BANK	Dia de los Muertos Event Trays (Amazon)	11252024ME		24.24
100-1605-7730	U.S. BANK	Dia de los Muertos Event Decorations (Dan Stamis)	11252024ME		21.90
100-1605-7730	U.S. BANK	Dia de los Muertos Face Painting (Susie Quino)	11252024ME		540.75
100-1605-7730	U.S. BANK	RETURN-Halloween Howl Supplies (Costco)	11252024ME		-54.46
100-1605-7730	U.S. BANK	Dia de los Muertos Event Candles (Amazon)	11252024ME		136.59
100-1605-7730	U.S. BANK	Dia de los Muertos Event Food (La Palmona)	11252024ME		89.82
100-1605-7730	U.S. BANK	Halloween Howl Event Supplies (Amazon)	11252024ME		32.37
100-1605-7730	U.S. BANK	Dia de los Muertos Event Glue (Amazon)	11252024ME		33.03
100-1605-7730	U.S. BANK	Dia de los Muertos Costume Contest Prizes (Target)	11252024ME		94.40
100-1605-7730	U.S. BANK	Dia de los Muertos Event Drinks (La Paloma)	11252024ME		150.00
100-1605-7730	U.S. BANK	Dia de los Muertos Event Decorations (Hobby Lobby)	11252024ME		152.52

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1605-7730	U.S. BANK	Dia de los Muertos Craft Supplies (Muskatel's)	11252024ME		155.28
100-1605-7730	U.S. BANK	RETURN-Dia de los Muertos Supplies (Amazon)	11252024ME		-88.16
100-1605-7730	U.S. BANK	Halloween Howl Event Supplies (Amazon)	11252024ME		58.04
100-1605-7730	U.S. BANK	Halloween Howl Supplies (Costco)	11252024ME		34.47
100-1605-7730	U.S. BANK	Dia de los Muertos Event Supplies (Amazon)	11252024ME		188.52
100-1605-7730	U.S. BANK	Dia de los Muertos Event Paper (FedEx)	11252024ME		38.04
100-1605-7730	U.S. BANK	Rotary Breakfast Kids Crafts/Decorations (Amazon)	11252024ME		198.11
100-1605-7730	U.S. BANK	Straw Bales (Kruse Feed & Supply)	11252024ME		199.30
100-1605-7730	U.S. BANK	Deposit-Snow Nite Face Painting (Taylor Entertain)	11252024ME		200.00
100-1605-7730	U.S. BANK	Halloween Howl Staff/Volunteer Pizza (Domino's)	11252024ME		215.92
100-1605-7733	U.S. BANK	SC Thanksgiving Celebration (Vons)	11252024ME		8.94
100-1605-7733	U.S. BANK	SC Copier Paper (Amazon)	11252024ME		51.81
100-1605-7733	U.S. BANK	SC Thanksgiving Decorations (Amazon)	11252024ME		34.15
100-1605-7733	U.S. BANK	SC Ping Pong Paddles (Amazon)	11252024ME		57.84
100-1605-7733	U.S. BANK	SC Halloween Tablecloths (Amazon)	11252024ME		46.28
100-1605-7733	U.S. BANK	SC/Staff Farewell Event Supplies (Costco)	11252024ME		144.83
100-1605-7733	U.S. BANK	SC Event Craft Supplies (Amazon)	11252024ME		19.83
100-1605-7733	U.S. BANK	SC Thanksgiving Celebration (Costco)	11252024ME		65.89
100-1605-7733	U.S. BANK	SC Thanksgiving Tablecloth Cleaning (All Star)	11252024ME		224.00
100-1605-7735	U.S. BANK	TC Turkey Shoot Gift Cards (Amazon)	11252024ME		100.00
100-1605-7735	U.S. BANK	TC Dance Outfits (Amazon)	11252024ME		597.69
100-1605-7737	U.S. BANK	Excursion Polar Express Ticket (Rail Productions)	11252024ME		55.25
100-1605-7737	U.S. BANK	Excursion Bus Parking 11/21/24 (Rail Events)	11252024ME		18.00
100-1605-7737	U.S. BANK	Excursion Dinner (Steiner's Original)	11252024ME		402.93
100-1605-7741	U.S. BANK	Youth Sports Ball Pump (Amazon)	11252024ME		33.06
100-1605-7741	U.S. BANK	Basketball Equipment (Amazon)	11252024ME		83.59
100-1605-7741	U.S. BANK	Youth Sports Cooler Plug (Amazon)	11252024ME		18.73
100-1605-7745	U.S. BANK	Duarte Boxing Club So Cal Club Fee (USA Boxing)	11252024ME		184.50
100-1605-7980	U.S. BANK	Pickleball Court Grand Opening Coffee (Starbucks)	11252024ME		137.00
100-1605-7980	U.S. BANK	Pickleball Court Grand Opening (Sweet Nothings)	11252024ME		189.00
100-1605-7980	U.S. BANK	SC Interim Supervisor Thank You Flowers (Cynthias)	11252024ME		70.00
100-1605-7980	U.S. BANK	Pickleball Court Grand Opening CC Paddles (Amazon)	11252024ME		207.69
100-1605-7980	U.S. BANK	Pickleball Court Grand Opening Ribbon (Amazon)	11252024ME		28.06

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1610-7616	U.S. BANK	Lifeguard Megahones (The Lifeguard Store)	11252024ME		417.86
100-1610-7616	U.S. BANK	FC Uniform Storage (Walmart)	11252024ME		86.12
100-1610-7616	U.S. BANK	RETURN (The Lifeguard Store)	11252024ME		-242.55
100-1610-7618	U.S. BANK	Senior Ctr Coffee Supplies (Walmart)	11252024ME		29.12
100-1610-7618	U.S. BANK	FC Backflow Enclosure Box (Amazon)	11252024ME		589.84
100-1610-7618	U.S. BANK	Rubber Cable Protectors (Amazon)	11252024ME		41.67
100-2121	U.S. BANK	Manuel Enriquez Charge Error (Reimbursed to City)	11252024ME		1,634.00
				Vendor 4484 - U.S. BANK Total:	**23,833.88**
Vendor: 6196 - VINH TRUONG					
100-1005-7643	VINH TRUONG	Council Vehicle Allowance	12/2024		75.00
				Vendor 6196 - VINH TRUONG Total:	**75.00**
				Fund 100 - GENERAL FUND Total:	**674,179.09**
Fund: 220 - GAS TAX FUN					
Vendor: 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
220-2210-7890	COUNTY OF LOS ANGELES DE…	Traffic Signal Maintenance 10/2024	24111202780		5,994.71
				Vendor 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:	**5,994.71**
Vendor: 3957 - JCL TRAFFIC SERVICES					
220-2210-7813	JCL TRAFFIC SERVICES	Hamilton Rd Parking Restriction Signs	126828		386.98
				Vendor 3957 - JCL TRAFFIC SERVICES Total:	**386.98**
				Fund 220 - GAS TAX FUN Total:	**6,381.69**
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS					
240-2405-7890	COUNTY OF LOS ANGELES DE…	TMC-KITS Monitoring 10/2024	24111202478		580.32
				Vendor 2028 - COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS Total:	**580.32**
Vendor: 1570 - FRIEDRICH ENTERPRISES INC					
240-2426-7810	FRIEDRICH ENTERPRISES INC	Grocery Outlet Sweeping 11/2024	208481		784.00
				Vendor 1570 - FRIEDRICH ENTERPRISES INC Total:	**784.00**
				Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:	**1,364.32**
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
290-2905-7781	LOS ANGELES COUNTY SHERIF…	Sheriff Contract 10/2024	251019TZ		11,941.67
				Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:	**11,941.67**
				Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:	**11,941.67**
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
Vendor: 6189 - ENTERPRISE FM TRUST					
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 35 Lease 11/1/2024 - 11/30/2024	FBN5180411		679.61
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 24 Lease 11/1/2024 - 11/30/2024	FBN5180411		428.96
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 Lease 11/1/2024 - 11/30/2024	FBN5180411		567.93
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 33 Lease 11/1/2024 - 11/30/2024	FBN5180411		441.43
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 25 Lease 11/1/2024 - 11/30/2024	FBN5180411		488.87
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 31 Lease 11/1/2024 - 11/30/2024	FBN5180411		492.21
				Vendor 6189 - ENTERPRISE FM TRUST Total:	**3,099.01**
				Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:	**3,099.01**

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 400 - PARK DEVELOPMENT GRANT FUND					
Vendor: 5406 - JOSE ANGEL FIERROS					
400-2127	JOSE ANGEL FIERROS	Retention	3498		-3,245.00
400-4005-8041	JOSE ANGEL FIERROS	Royal Oaks Park Gazebo Replacement	3498		64,900.00
				Vendor 5406 - JOSE ANGEL FIERROS Total:	**61,655.00**
				Fund 400 - PARK DEVELOPMENT GRANT FUND Total:	**61,655.00**
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 1491 - AUTOZONE					
440-4405-7650	AUTOZONE	Yard Supplies	02814489065		143.35
				Vendor 1491 - AUTOZONE Total:	**143.35**
Vendor: 1482 - ERWIN MENDEZ					
440-4405-7610	ERWIN MENDEZ	CTA Conference Expense Reimbursement	11/20/24-/11/22/24		223.77
				Vendor 1482 - ERWIN MENDEZ Total:	**223.77**
Vendor: 3192 - FOOTHILL TRANSIT					
440-4405-8013	FOOTHILL TRANSIT	68th Installment of 3rd Bus 11/2024	SI010501		3,887.05
440-4405-7960	FOOTHILL TRANSIT	Duarte Local Service 10/2024	SI010502		21,004.74
440-5004	FOOTHILL TRANSIT	Duarte Local Service 10/2024	SI010502		-864.68
				Vendor 3192 - FOOTHILL TRANSIT Total:	**24,027.11**
Vendor: 0788 - HOME DEPOT CREDIT SERVICES					
440-4405-7650	HOME DEPOT CREDIT SERVICES	Yard Supplies	0800010		66.07
440-4405-7650	HOME DEPOT CREDIT SERVICES	Early Pay Discount (Inv#800010)	11262024		-1.20
				Vendor 0788 - HOME DEPOT CREDIT SERVICES Total:	**64.87**
Vendor: 4484 - U.S. BANK					
440-4405-7610	U.S. BANK	Erwin Mendez CTA Conference Hotel (Hyatt Place)	11252024KP		738.14
				Vendor 4484 - U.S. BANK Total:	**738.14**
				Fund 440 - PROPOSITION A TRANSIT FUND Total:	**25,197.24**
Fund: 460 - PROPOSITION C TRANSIT FUND					
Vendor: 3192 - FOOTHILL TRANSIT					
460-4605-8013	FOOTHILL TRANSIT	68th Installment of 3rd Bus 11/2024	SI010501		3,180.31
460-4605-7960	FOOTHILL TRANSIT	Duarte Local Service 10/2024	SI010502		17,185.69
460-5004	FOOTHILL TRANSIT	Duarte Local Service 10/2024	SI010502		-707.46
				Vendor 3192 - FOOTHILL TRANSIT Total:	**19,658.54**
				Fund 460 - PROPOSITION C TRANSIT FUND Total:	**19,658.54**
				Grand Total:	**803,476.56**

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	674,179.09
220 - GAS TAX FUN	6,381.69
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	1,364.32
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	11,941.67
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	3,099.01
400 - PARK DEVELOPMENT GRANT FUND	61,655.00
440 - PROPOSITION A TRANSIT FUND	25,197.24
460 - PROPOSITION C TRANSIT FUND	19,658.54
Grand Total:	**803,476.56**

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	105.00
100-1005-7641	Travel & Exp - Martin Del..	75.00
100-1005-7642	Travel & Exp - Finlay	105.00
100-1005-7643	Travel & Exp - Truong	75.00
100-1005-7644	Travel & Exp - Schulz	75.00
100-1005-7648	Travel & Exp - Kang	75.00
100-1005-7650	Travel & Exp - Lewis	459.00
100-1010-7610	Travel, Mtgs & Conf	1,588.48
100-1010-7612	Publications and Dues	18.00
100-1010-7980	Other Expenses	208.59
100-1015-7680	City Attorney Legal	15,593.84
100-1015-7684	Code Enforcement Legal	19,559.32
100-1015-7686	Other Legal Services	1,370.69
100-1020-7710	Chamber Of Commerce	1,750.00
100-1020-7711	Employee Recognition C…	3,735.62
100-1020-7712	Community Information …	9,695.99
100-1020-7713	Historical Museum Bldg…	451.41
100-1020-7716	Special Community Even…	4,703.71
100-1020-7720	DCTV	2,040.00
100-1025-7703	Contract Cities Assoc	3,897.70
100-1205-7612	Publications and Dues	400.00
100-1205-7613	Duplications And Photos	154.35
100-1205-7614	Office Supplies	194.97
100-1205-7615	Emergency Supplies	107.04
100-1205-7655	Emergency Services	80.00
100-1205-7761	Parking Ticket Collect	10,093.94
100-1205-7779	Youth Programs	136.64
100-1205-7780	Animal Control	6,400.00
100-1205-7781	Contract Law Enforceme…	462,630.13
100-1205-7782	Crossing Guard Contract…	7,510.32
100-1205-7787	Public Safety Cntr Lease	9,221.00
100-1205-7980	Other Expenses	112.39
100-1205-8030	Other Equipment	21,300.00
100-1405-7610	Travel, Mtgs & Conf	51.50
100-1405-7614	Office Supplies	475.18
100-1405-7800	Building Department Ser…	121.26
100-1405-7801	Industrial Waste Inspect…	761.76
100-1405-7965	Professional Services	579.12
100-1405-7980	Other Expenses	10,137.40
100-1410-7656	Emergency Generator	160.00
100-1410-7810	Street Sweeping	122.00
100-1410-7980	Other Expenses	40.19
100-1415-7889	Repairs-Sports Park	310.93
100-1605-7002	Regular Salaries	76.92
100-1605-7610	Travel, Mtgs & Conf	1,128.39

Account Summary

Account Number	Account Name	Payment Amount
100-1605-7612	Publications and Dues	369.40
100-1605-7614	Office Supplies	175.12
100-1605-7650	Vehicle Maintenance	39.95
100-1605-7653	Active Net Fees	1,602.48
100-1605-7693	Youth Council	232.63
100-1605-7730	Special Events	3,242.68
100-1605-7733	Senior Center	2,239.50
100-1605-7734	Fitness Center	171.45
100-1605-7735	Teen Center	2,377.74
100-1605-7736	Youth & Adult Recreatio…	4,117.40
100-1605-7737	Adult Excursions	476.18
100-1605-7738	Teen Excursions	987.13
100-1605-7739	Publicity	16,573.25
100-1605-7741	Sports/Playground Progr…	135.38
100-1605-7745	Boxing Program	184.50
100-1605-7980	Other Expenses	783.86
100-1610-7616	Pool Supplies	261.43
100-1610-7618	Building Supplies	1,197.99
100-1805-7610	Travel, Mtgs & Conf	1,785.86
100-1805-7614	Office Supplies	185.85
100-1805-7980	Other Expenses	522.09
100-1810-7610	Travel, Mtgs & Conf	1,928.77
100-1810-7660	Other Services	128.00
100-1810-7673	Physical Exams	150.00
100-1815-7632	Software	945.68
100-1825-7613	Duplications And Photos	227.03
100-1825-7614	Office Supplies	252.75
100-1825-7626	Postage	44.61
100-1825-7674	Retiree Health Insurance	3,960.00
100-1830-8100	Vehicle Replacement (C…	12,285.97
100-2120	Refundable Deposits	3,140.50
100-2121	Pass Through Deposits	1,634.00
100-2126	Construction and Demoli…	5,600.00
100-2127	Retention Payable	8,232.13
100-4806	Excursion Fees	85.00
100-4816	Senior Recreation Class …	15.00
220-2210-7813	Regulatory Signs	386.98
220-2210-7890	Repairs-Traffic Signal	5,994.71
240-2405-7890	Repairs-Traffic Signal	580.32
240-2426-7810	Street Sweeping	784.00
290-2905-7781	Contract Law Enforceme…	11,941.67
320-3205-8013	Vehicles (Capital)	3,099.01
400-2127	Retention Payable	-3,245.00
400-4005-8041	Park Improvements (Cap…	64,900.00
440-4405-7610	Travel, Mtgs & Conf	961.91
440-4405-7650	Vehicle Maintenance	208.22
440-4405-7960	Foothill Transit Operatio…	21,004.74
440-4405-8013	Vehicles (Capital)	3,887.05
440-5004	Other Revenue	-864.68
460-4605-7960	Foothill Tranist Operatio…	17,185.69
460-4605-8013	Vehicles (Capital)	3,180.31
460-5004	Other Revenue	-707.46
	Grand Total:	**803,476.56**

Project Account Summary

Project Account Key	Payment Amount
None	789,101.17
202028-Prof.Svc-Housing Element - Karen Warner	579.12

Project Account Summary

Project Account Key	Payment Amount
202313/100-1610-7610-Park-Building Supplies	40.76
202313/100-2127-Retention-Beardslee Restroom	8,232.13
202419-Code Enforcement Legal-Tobacco Grant	1,775.00
202419-Contract Law Enforcement-Tobacco Grant	1,757.88
202422-Refund Dep-Royal Oaks Annexation	1,990.50
Grand Total:	**803,476.56**

COMMUNITY DEVELOPMENT
STATUS REPORT
December 2024

PROJECT/PROGRAM	STATUS
DEVELOPMENT	
Wyndham Hawthorn Suites Hotel (1230 Huntington Drive)	This is a two-phase project with a total of 178 rooms with 72 in the first phase. Plans were submitted for the third plan check, those plans have been returned with only a few minor items remaining. Utility plans are still in process and the development team is working on resolving easement issues. It is likely that permits will be issued before the end of December.
Andres Duarte School	This is a Duarte Unified School District (DUSD) project which entails the development of the Andres Duarte School site with a residential development. The School District has selected a developer for the development: a partnership of Adept Development, MW Investments Group and SGV Property Fund. The Andres Duarte school site property is 14.1 acres. The preliminary plan, acted on by DUSD, includes 169 units and preserves a portion of Otis Gordon Park. The property has a general plan and zoning of Public Facilities so any development of the property will require City Council approval. The Parks & Recreation Commission reviewed the concept for the Otis Gordon Park rebuild at its September meeting. The EIR consultant has been hired. The Notice of EIR preparation has been issued and there will be a scoping meeting on January 7.
Former Nissan Dealership	The Nissan dealership on the northeast corner of Buena Vista Street and Central Avenue has permanently closed. Staff has met with the new owner to discuss possible development of the site. The priority is for a new car dealership for the location. In the most recent discussion with the owner's representative, it was reported that the plan is to begin marketing the property in early 2025. In the interim the property will be used for new car parking and will be well maintained.
New Infinity/Nissan Dealership	Nissan has moved to the former Used Car Superstore at 1125 Central Ave. The Infinity brand will also be sold at this location. The new owner has informed Staff that future plans include upgrades to the building and signs.

PROJECT/PROGRAM	STATUS
Envision Ford	Envision Ford at 1031 Central plans to construct a new freeway sign. Permits have been issued and construction will start in early 2025. The owners plan to make a significant upgrade to the property with a new building.
2400 Huntington Drive	The City's Housing Authority owns the property at 2400 Huntington Drive and has recently entered into an Exclusive Negotiating Agreement with Jamboree Housing to work on a plan for property sale and development. The City Staff is working with the San Gabriel Valley COG and the San Gabriel Valley Regional Housing Trust on possible financial assistance for the development.
1404-1414 Royal Oaks Drive	Shuorung Properties LLC has recently filed an application to construct 11 townhomes on the property at 1404-1414 Royal Oaks Drive, currently two single family homes. This requires environmental, a general plan amendment, zone change and design review.
1401 Santo Domingo	A 20 unit townhome development was approved for the property. The property recently was sold to a new owner that plans to develop the site. Plans have not yet been submitted for plan check.
Metro Parking Lot	Staff has been working with Metro for the past several years on the development of the Metro parking lot as part of the Duarte Station Specific Plan. The intent is to replace the Metro parking into a parking structure and construct workforce housing along Fasana Road at Highland Avenue. Metro is in the final stages of developer selection. Metro has awarded an Exclusive Negotiating Agreement to Jamboree Housing. The plan is for a development with between 100-120 units of multi-generation housing. There is currently no schedule for development.
Town Center North	Staff has been meeting with property owners to develop a proposal for a complete center rehabilitation that includes new, upgraded facades, an upgraded parking lot and related improvements. Staff has been working with a commercial broker team with the goal of spurring activity. The City has hired an Architect and Engineer to develop a detailed concept plan for façade and parking lot upgrades to the center. The City has approved an Exclusive Negotiating Agreement with Red Mountain, one of the owners in the center, to work toward the sale of the City's corner property. The goal is for the owner to assist the City in coordinating all of the property owners to participate in a comprehensive improvement of the entire center as a part of the development plan.

PROJECT/PROGRAM	STATUS
Royal Oaks Annexation	The Council approved the annexation, including the pre-zoning and related items. LAFCO put its hearing off until its January meeting. If approved, the property should be officially annexed in February.
Solana at Duarte Station **1750 Fasana Road**	MBK is building Solana, a 292-unit apartment building. This building will also be the location of the "Duarte Station" sign that will be an icon, located on the roof of the building. The revised completion date is 2025.
BP Charging Station **2107 Huntington Dr.**	Permits have been issued and construction is in process for the new EV charging station on the property at the northeast corner of Huntington Drive and Bradbourne. This is a new style of charging station that includes several charging spaces and a lounge area for customers that are waiting for their vehicles to charge.
City of Hope General Projects	Working with the City of Hope on various projects in process, such as: Hope Plaza was recently completed. It is an 8 story, 350,000 square foot outpatient clinic, south of the Northeast parking structure. The Central Utility Plant reconstruction is in process and will be completed by Summer 2025 (it is located in the Irwindale portion of the property).
Westminster Gardens	Human Good, the owner, plans for a major campus expansion and has recently filed an application. The City hired MIG to assist in the preparation of the specific plan amendment and EIR. The request is for this expansion to accommodate up to 600 total units; this includes assisted living and memory care units, and mixed use. This project will take 12+ months, but Staff has had kick off meetings with the consultant and HumanGood and there is positive progress.
928 Huntington Dr.	A 16 unit apartment development has been approved for the property. Permits have been issued and construction has started. The project was put on hold while the contractor works out some construction details with SCE but should restart in the near future.
<u>PUBLIC WORKS</u>	
Highland Promenade	This project is funded by a Measure M Grant. It is for an expanded right of way along the west side of Highland Ave. that would have a park-like pedestrian walkway. The City and the property owner of 1801 Highland have approved an easement agreement. Staff discussed the right of way issue with Metro for its piece recently and the details will be resolved when the site development moves forward. City has hired KHR to develop

PROJECT/PROGRAM	STATUS
	engineering plans. The projected construction date is Fall 2024; however, a portion adjacent to the Metro parking lot may be constructed with the development on that property. Staff and the City consultant are working with SCE on moving power poles. Final plans are in process. Some details need to be resolved with SCE and with Metro before the project goes out to bid.
Recreation Trail Upgrades	Duarte was awarded a $1.6 million federal appropriation for accessibility and quality of life upgrades to the Donald and Bernice Watson Recreation Trail. This funding was included in the 2023 Omnibus Appropriations Bill, thanks to Congresswoman Napolitano. We are still waiting to receive the funds as the State manages the process for how funds will be distributed, a process that typically takes several months. In the next few months, Staff is working on finalizing paving details, looking to hire a landscape consultant to coordinate a final bid set for Parks & Recreation Commission and City Council review. An aerial survey has been completed and the concept plan is being developed. In coordinating with Cal Trans, the date that funding will be available has changed, so the project won't go out to bid until early 2025 at the earliest. The Parks & Recreation Commission reviewed the concept plans in November.
Evergreen Pedestrian Improvements	This project includes pedestrian sidewalk and lighting along the north side of Evergreen Street and a widening of the sidewalk on the west side of Highland Avenue under the 210 freeway underpass. This project is funded through an ATP cycle 4 grant. The pedestrian lights have been powered up and the project is completed.
Encanto Park Infiltration Project	In feasibility and early design phase. Initial plan is to locate structure in the park area under the soccer field . Now that the JPA has been formed to manage construction and maintenance, the project can move forward. The design is at 60% now and the JPA will be working on developing a budget. When a final budget estimate is completed and the plans are at 90% completion or more, City Staff and the JPA will provide City Council an update and City Staff and the JPA will start public outreach.
Annual Concrete Repair	The 2024-2025 annual project work was recently completed.
Annual CDBG Curb Ramp Project	The 2024-2025 annual project was completed in November.

PROJECT/PROGRAM	STATUS
Huntington Drive Medians	The bid awarded on November 12 to FS Contractors. The project should start in early January 2025.

PARKS AND RECREATION
STATUS REPORT
December 2024

PROJECT/PROGRAM	STATUS
YOUTH AND SENIOR PROGRAMS	
Winter Classes Registration	Registration for the Department's winter recreational classes is now open on the City's website and will remain available through the week of January 6. To sign up or explore the full range of winter offerings, visit ACCESSDUARTE.COM and click on the "City News" icon at the top of the page.
SPECIAL EVENTS	
Winter Racquetball Tournament	Join us for our first-ever Racquetball Tournament at the Fitness Center! Whether you're a seasoned pro or new to the game, this tournament promises exciting rallies and unforgettable matches. It will be a small doubles-format tournament so find your partner and get ready to compete. The registration fee is $20, per team, and space is limited. Don't wait, register today at ACCESSDUARTE.COM.
Santa's Hotline	On Tuesday, December 17, we invite children to make a special call and enjoy a magical conversation with Santa Claus! From 3 – 5 PM, kids can dial (626) 386-6804 to be directly connected to the North Pole. If you hear a busy signal, don't worry, just keep trying within the event hours!
Santa Claus is Coming to Duarte - December 18 & 19	Get ready, Santa Claus is returning to Duarte this holiday season! On Wednesday, December 18, and Thursday, December 19, Santa will be cruising through the City from 5 to 9 PM. We invite children and families to step outside and wave hello when you hear the sirens and holiday jingles. To make sure you don't miss him, check out Santa's route for each night at ACCESSDUARTE.COM. Plus, there, you can also track his progress live through the City's "Santa Finder" starting at 5 PM on each event night.

Agenda Item: **7.G.**

AGENDA REPORT

MEETING DATE:	December 10, 2024
TO:	Mayor and Members of the City Council
FROM:	Kristen Petersen, Assistant City Manager/Admin. Serv. Director
BY:	Angela Chiaromonte, Financial Services Manager
SUBJECT:	Receive and File Duarte Housing Successor Annual Report for Fiscal Year 2023-24
RECOMMENDATION:	It is recommended that the City Council receive and file the Duarte Housing Successor Annual Report regarding the Low- and Moderate-Income Asset Fund pursuant to California Health and Safety Code Section 34176.1 (f).
FISCAL IMPACT:	None

BACKGROUND

The Housing Successor Annual Report ("Report") is a State Requirement for Housing Successors to Redevelopment Agencies. This Report provides the governing body of the Duarte Housing Authority ("Housing Authority"), in its role as Housing Successor for the Duarte Redevelopment Agency ("Housing Successor"), a comprehensive representation of the Housing Successor's housing assets and activities. The Report is to be submitted to the California Department of Housing and Community Development ("HCD") every December 31st and posted on the City of Duarte's ("City") website.

The Report must provide the Housing Successor's Low- and Moderate-Income Housing Asset Fund's ("Housing Asset Fund") balance, deposits, expenditures, transfers, current projects, acquisitions, obligations, income test, senior housing test, and excess surplus test. The Housing Asset Fund replaced the former Agency's Low- and Moderate-Income Housing Fund

DISCUSSION/ANALYSIS

The Report for Fiscal Year 2023-24 reflects the following findings:

- A total of $117,954 was deposited into the Housing Asset Fund; the revenues were generated from interest earnings.
- There were $8,120 in Housing Asset Fund Expenditures during FY 2023-24.

- A total of $4,239,912 in assets owned by the Housing Successor was reported, assets consist of cash and land held for resale.
- The Housing Successor has two remaining pieces of land held for resale. One is located in the parking lot at the northeast corner of Buena Vista and Huntington Drive and is being discussed as part of a coordinated rehabilitation project. The other located at 2400-2404 Huntington Drive is part of the new Affordable Housing Overlay zone and will provide an incentive for higher densities for affordable housing.
- The Housing Asset Fund has an excess surplus of $1,335,399 in FY 2023-24. The Housing Authority must encumber any excess surplus amount within three fiscal years. The Housing Authority has allocated the surplus of $862,897 generated during FY 2019-20 through its action on November 29, 2023. At that time, the City issued an RFP soliciting affordable housing developers to submit proposals for the development of the City-owned property at 2400- 2404 Huntington Drive. $900,000 from the Housing Asset Fund was set aside as an additional subsidy for the development of the site. In May 2024, the City selected a developer and entered into an exclusive negotiation agreement ("ENA") to negotiate the terms of a property sale and development of the site. The City is actively working to finalize negotiations and allocate Housing Asset Fund amounts to the site. The 2021-2029 Housing Element identified the 2400-2404 Huntington site in its Residential Sites Inventory (Site 8).

The Report will be submitted to HCD to comply with California Health and Safety Code Section 34176.1(f).

RECOMMENDATION
It is recommended that the City Council receive and file the Duarte Housing Successor Agency Annual Report regarding the Housing Asset Fund pursuant to California Health and Safety Code Section 34176.1 (f).

FISCAL IMPACT
None

ATTACHMENTS
Attachment 1- Duarte Housing Successor Annual Report FY 2023-24

Fiscal Review:

Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:

Brian Villalobos
City Manager

2023-24 Housing Successor Agency Annual Report

DUARTE HOUSING AUTHORITY

Housing Successor Agency to the Former Duarte Redevelopment Agency

December 31, 2024

Prepared for:

CITY OF DUARTE

Prepared by:

Harris & Associates

101 Progress, Suite 250
Irvine, California 92618
(949) 655-3900

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Section 1 Introduction

This Fiscal Year ("FY") 2023-24 Housing Successor Annual Report ("Report") has been prepared pursuant to the California Health and Safety Code ("HSC") Section 34176.1(f) and sets forth certain details of the Duarte Housing Authority ("Housing Authority" or "Housing Successor") as the Housing Successor of the Duarte Redevelopment Agency ("Agency"). The Duarte Housing Authority was activated by the City Council in March 2011 by Resolution 11-08 for the purpose of implementing the City of Duarte ("City") and former Agency's affordable housing efforts. The Housing Authority was designated as the Housing Successor in January 2012 by Resolution 12-04.

The purpose of this Report is to provide the governing body of the Housing Successor an annual report on the housing assets and activities of the Housing Successor under Part 1.85, Division 24 of the HSC – in particular, Sections 34176 and 34176.1 ("Dissolution Law"). The Report is due annually to the California Department of Housing and Community Development ("HCD") by December 31st.

1.1 Reporting Requirements

Senate Bill ("SB") 341 (2013-14) established that all former redevelopment agency ("RDA") housing assets must be maintained in a separate fund called the Former RDA- Low- and Mod-Income Housing Asset Fund ("Housing Asset Fund"). HSC Section 34176.1(f) contains a series of annual reporting requirements for housing successor agencies regarding Housing Asset Funds. These requirements are presented below:

- **Revenues and Expenditures**
  - Total amount deposited for the fiscal year.
  - Statement of balance at the close of the fiscal year.
  - Description of expenditures for the fiscal year, broken out as follows:
    - Rapid rehousing for homelessness prevention;
    - Administrative expenses;
    - Monitoring expenses (included as an administrative expense);
    - All other expenditures must be reported as spent for each income group as defined by SB 341.
  - Description of any transfers to another housing successor agency for a joint project.

- **Other Assets and Active Projects**
  - Description of any housing project(s) still funded through the Recognized Obligation Payment Schedule ("ROPS").
  - Update on property disposition or development for any property owned by the housing successor.
  - Other "portfolio" balances, including the statutory value of any real property transferred from the former Agency or purchased by the Housing Asset Fund, and the value of loans and grants receivable.

- Inventory of homeownership units assisted by the former Agency or the Housing Authority, subject to covenants, restrictions, or an adopted program that protects the former Agency's investment of monies from the Low- and Mod-Income Housing Fund.

- **Obligations & Proportionality**
  - Description of any outstanding production obligations of the former Agency that are inherited by the Housing Authority.
  - Compliance with proportionality requirements (income group targets), which must be upheld on a five-year cycle.
  - Percentage of deed-restricted rental housing restricted to seniors and assisted by the entity assuming housing functions, the former Agency, or the county within the past ten years compared to the total number of units assisted by any of those three agencies.

SB 341 also mandates that housing successor agencies conduct an independent financial audit of the Housing Asset Fund within six months of the end of each fiscal year. This financial audit may be included in the independent financial audit of the host jurisdiction. The City's audited financials for FY 2023-24 are projected to be completed in December 2024 and made available on the City's website. The audited financials will include an audit of the Housing Asset Fund. This Report presents the activities of the Housing Successor for FY 2023-24.

1.2 Expenditure Requirements

The HSC provides the following guidelines for expenditures from the Housing Asset Fund:

1. Administrative costs, including housing monitoring, are capped at the greater of $200,000 adjusted annually for inflation or 5% of the statutory value of any land owned by the housing successor agency and of loans and grants receivable.

   a. In the Housing Authority's case, the greater of 5% of $896,753 ($44,837) or $263,100. For FY 2023-24, the administrative limit is $263,100.

2. If the former Agency did not have outstanding housing production requirements, the housing successor agency is authorized to spend up to $250,000 per year on homeless prevention and rapid rehousing services to individuals and families who are homeless or would be homeless without this assistance.

   a. According to the FY 2009-14 Implementation Plan for the former Agency, no Section 33413(B) Inclusionary/Production Housing obligations were transferred to the Housing Successor. Therefore, the Housing Authority is allowed to make this expenditure if it chooses, and funding is available for such expenditures.

3. Remaining allowable expenditures must be spent to improve housing options affordable to households in the following income groups:

a. Extremely low-income (households earning 30% or less of the Area Median Income ("AMI") – ***A minimum of 30% spent on housing options must be spent in this category.***
b. Very low-income (households earning 31% to 60% of the AMI) – ***No requirements.***
c. Low-income (households earning 61% to 80% of the AMI) – ***A maximum of 20% spent on housing options may be spent in this category.***
d. No funding may be spent on moderate-income households (earning 81% to 120% of the AMI), as was previously authorized by redevelopment law.

Failure to comply with the extremely low-income requirement in any five-year compliance period will result in the Housing Authority having to ensure that 50% of the remaining funds are spent on extremely low-income rental units until it is compliant. Exceeding the expenditure limit for lower-income households in any five-year reporting period will result in the Housing Authority not being able to expend any funds on that income category until it is compliant.

Housing successor agencies must report expenditures by category each year, but compliance with expenditure limitations is reported at the end of each five-year compliance period. For instance, a housing successor agency could spend all its funds in a single year on lower-income households if it was 20% or less of the total expenditures during the five-year compliance period. The first five-year compliance period ran between July 1, 2014, and June 30, 2019, and the Housing Successor complied with all requirements. The second five-year compliance period ran between July 1, 2019, and June 30, 2024, and the Housing Successor complied with all requirements. As of the date of this Report, the Housing Successor has entered its third five-year compliance period (July 1, 2024, through June 30, 2029) and will continue to ensure it complies with expenditure requirements in this period.

1.3 Assets Transferred to the Housing Successor Agency

The City prepared the required Housing Asset Transfer Form ("HAT") in 2012 that provided an inventory of all housing-related assets transferred from the former Agency to the Housing Authority following the dissolution of redevelopment. The Housing Asset Transfer Form, or HAT, is included as Appendix A in this report. The HAT was approved by the California Department of Finance ("DOF") on August 1, 2013, and included:

- Real properties;
- Low-Mod Encumbrances; and
- Loans/Grants Receivables;

Section 2 Former RDA- Low- and Mod-Income Housing Asset Fund

The Former RDA's Low- and Mod-Income Housing Asset Fund includes all assets transferred from the former redevelopment Agency to the Housing Authority via the HAT.

2.1 Housing Asset Fund Deposits and Ending Balance

As shown in Table 1, the Housing Authority deposited $117,954 into the Housing Asset Fund during FY 2023-24. Revenues generated were from interest earnings.

Table 1. Fiscal Year 2023-24 Housing Asset Fund Deposits

Revenue Source		Amount
Interest Earnings	$	117,954
Total Deposits	**$**	**117,954**

Source: City of Duarte, Fund 681 Trial Balance.

As shown in Table 2, the Housing Asset Fund closed FY 2023-24 with approximately $4.23 million in assets, none of which is held to pay for enforceable obligations on the ROPS.

Table 2. Fiscal Year 2023-24 Housing Asset Fund Ending Balance

Balance Type (1)		Amount
Cash	$	3,358,159
Land Held for Resale		881,753
Housing Asset Fund Ending Balance	**$**	**4,239,912**

(1) Excludes the balance of the Silent Second loans receivable that is not a component of the audited financials Asset Balance.

Source: City of Duarte, Fund 681 Trial Balance & Housing Asset Transfer Form.

2.2 Expenditure Limitations

Table 3 summarizes Housing Asset fund expenditures on administrative costs and homeless prevention in FY 2023-24, and affordable housing activities by income level from July 1, 2019, through June 30, 2024.

Table 3. Fiscal Year 2023-24 Housing Asset Fund Expenditures

Fiscal Year	Annual Limits FY 2023-24		Five-Year Limits July 1, 2019 - June 30, 2024		
	Administration/ Monitoring	Rapid Rehousing	Extremely Low Income (<30% AMI)	Very Low Income (31-60% AMI)	Low Income (61-80% AMI)
2019-20	$ -	$ -	$ -	$ -	$ -
2020-21	-	-	-	-	-
2021-22	8,578	-	-	-	-
2022-23	8,495	-	-	-	-
2023-24	8,120	-	-	-	-
Total Expenditures	**$ 25,193**	**$ -**	**$ -**	**$ -**	**$ -**
SB 341 Expenditure Limit	*$263,100*	*$250,000*	*Minimum of 30% of Total Expenditures*	*No Requirements*	*Maximum of 20% of Total Expenditures*
Compliant (Yes/No)	*Yes*	*Yes*	*Yes*	*Yes*	*Yes*

Source: City of Duarte, Fund 681 Trial Balance

There were $8,120 in Housing Asset Fund expenditures during FY 2023-24. The Housing Authority expenditures meet requirements for the five-year period from July 1, 2019, through June 30, 2024.

2.3 Statutory Value of Real Properties and Loan Receivables

The Housing Authority inherited seven (7) properties, one (1) loan, and one (1) low-mod encumbrance from the former Agency when it dissolved on February 1, 2012. Table 4 shows the total value of real properties and loans receivable. The Housing Asset Transfer Form (HAT) in Appendix A of this Report provides detailed information about each property and loan receivable. The total statutory value of real properties is $881,753 and outstanding loan receivables total $15,000, for a combined value of $896,753.

Table 4. Fiscal Year 2023-24 Real Properties & Receivables

Asset		Amount
Real Properties		
2400 Huntington Drive (Royal Mkt. Liquor)	$	875,687
Parking Lot Area (Rite-Aid)		6,065
Subtotal	**$**	**881,753**
Loan Receivables		
Silent Second Notes Receivable (One loan)	$	15,000
Subtotal	**$**	**15,000**
Total	**$**	**896,753**

Source: City of Duarte, Duarte Housing Asset Transfer Form

The City has a $1,200,000 loan deriving from the low-mod encumbrance from the former Agency when it dissolved on February 1, 2012. The loan does not affect the balance detailed in Table 4. The loan agreement was established between the Housing Authority and Southern California Presbyterian Homes for the development of Andres Duarte Terrace II, a forty-two (42) unit affordable senior housing development and one manager's unit. Andres Duarte Terrace II completed construction in 2015. The loan is set to be repaid fifty-seven (57) years from December 1, 2013 (i.e., 2070), as established in the executed Promissory Note Secured by Deed of Trust.

Section 3 Property Development & Disposition

HSC Section 33334.16 requires that all real properties acquired by the Agency prior to February 1, 2012, and transferred to the Housing Authority be developed for affordable housing purposes or disposed of within five years from the date DOF approved the HAT, or August 1, 2018. However, the law allows for a five-year extension via adoption of a resolution, and the Housing Authority adopted a resolution allowing for a five-year extension. With the extension, the Housing Authority would have to sell or develop the remaining properties by August 1, 2023.

Of the seven (7) real properties transferred from the Agency to the Housing Authority (pursuant to the HAT), two (2) have been sold and developed into affordable housing, three (3) have been sold and are in the process of being developed, and two (2) are in the process of being sold. The properties are described below.

- **1660 & 1700 Huntington Drive**

  Both properties were sold in 2013 to Southern California Presbyterian Homes ("SCPH"), an experienced non-profit housing developer that has been providing housing and healthcare services to seniors for over 50 years. The property was developed as the Andres Duarte Terrace II, a forty- two (42) unit affordable senior housing development for very low-income seniors, inclusive of one (1) manager's unit. The property completed construction in 2015.

- **2400- 2404 Huntington Drive**

  This 20,345-square-foot property was acquired with the intent of assembling a group of properties to the east for a comprehensive residential development between the Elks Club and Las Brisas homes. The site was included in the 2021-2029 Housing Element as part of a new Affordable Housing Overlay ("AHO") zone that will incentivize higher densities for affordable housing developments. According to the Housing Element, the AHO would be complete by 2023. Pursuant to HSC Section 33334.16, because the property was not developed by August 1, 2023 (the second five-year extension deadline date to dispose or develop the property), the property was made available for sale. On November 28, 2023, the City issued a request for proposals ("RFP") soliciting affordable housing developers to submit proposals for the development of the City-owned property at 2400- 2404 Huntington Drive. In May 2024, the City selected a developer and entered into an exclusive negotiation agreement ("ENA") to negotiate the terms of a property sale and development of the site. Once the property is sold, funds from the sale shall be deposited into the Housing Asset Fund.

- **1305, 1423, & 1437 Huntington Drive & Parking Lot Area**

  These four properties were initially acquired to create a mixed-use town center area. 1423 and 1437 Huntington Drive were sold on October 15, 2018, and the sale proceeds were transferred to the Housing Asset Fund. The sites were developed into The Huntington Apartments, a mixed-use project with approximately 160 residential units and ground-floor commercial/retail space.

1305 Huntington Drive was sold in 2017 to the City, and the proceeds were transferred to the Housing Asset Fund in April of 2020.

The Parking Lot Area (Assessor Parcel Number 8530-004-902) is in the process of being sold. The property is a 243-square-foot sliver parcel. Pursuant to HSC Section 33334.16, if the development of the property has not begun by August 1, 2023, the property will be made available for sale, and the proceeds from the sale shall be deposited into the Former RDA- Low-Mod-Income Housing Asset Fund. On October 2024, the City signed an ENA with one of the property owners in the shopping center that contains the Parking Lot Area parcel. The Parking Lot Area parcel will be sold through negotiations with this or another property owner within the shopping center.

Section 4 Outstanding Inclusionary & Replacement Housing

According to the FY 2009-2014 Implementation Plan for the former Agency, no Section 33413(b) replacement or inclusionary/production housing obligations were transferred to the Housing Successor. Therefore, there are no outstanding inclusionary or replacement housing obligations of the former Agency to be fulfilled by the Housing Authority.

Section 5 Senior Housing Expenditure Proportionality

This Report must include an accounting of deed-restricted senior rental units produced over the last ten years. The Housing Authority may use Housing Asset Funds to assist no more than 50% of the aggregate total number of senior housing units produced by the Housing Authority or former Agency during the past ten years. Exceeding this limitation will prohibit the use of Housing Asset Funds to subsidize any senior rental units in the future.

As shown in Table 5, the Housing Authority and former Agency have assisted one (1) property where units are restricted to seniors in the past ten years. The property is located at 1660 & 1700 Huntington Drive, a forty-two (42) unit affordable senior housing development for very low-income seniors, and one (1) manager's unit, which completed construction in 2015. The Housing Authority may not spend any additional funds to subsidize senior rental units in the future until it can ensure that no more than 50% of the total aggregate number of rental units at all affordability levels produced within the preceding ten years are restricted to seniors. Within the ten-year period starting in 2015, the Housing Authority would have to subsidize at least forty-two (42) non-senior affordable units to meet required limitations and be able to subsidize additional senior units. This ten-year period is set to sunset in 2025 (i.e., FY 2024-25). In the future, the Housing Authority will need to consider these proportionality requirements and subsidize units in a way that adheres to compliance requirements.

Table 5. Deed-Restricted Rental Units Assisted Since Fiscal Year 2013-14

Property Name	Property Address	Senior Restricted Unit Count	Year Constructed/Units Produced
Andres Duarte Terrace II	1660 & 1700 Huntington Drive	42	2015
Total Units		**42**	
Total Units % Senior Units		**100%**	

Source: City of Duarte

Section 6 Excess Surplus

Excess surplus calculations were once performed by redevelopment agencies on an annual basis and are intended to ensure that funds are expended to benefit low-income households in an expeditious manner. Funds are required to be encumbered within four years of receipt. SB 341 reinstates this calculation for housing successor agencies. HSC Section 34176.1(d) defines excess surplus as "an unencumbered amount in the account that exceeds the greater of one million dollars, or the aggregate amount deposited into the account during the housing successor agency's preceding four fiscal years, whichever is greater."

As shown in Table 6, the Housing Asset Fund has an excess surplus of $1,335,399 as of FY 2023-24. The Housing Authority must encumber any excess surplus amount within three fiscal years, or the funds must be transferred to HCD for its Multifamily Housing Program or Joe Serna Jr. Farmworkers Housing Grant Program. In accordance with state legislation, it is imperative for the Housing Authority to allocate generated surpluses in a timely manner.

On November 28, 2023, the City issued an RFP soliciting affordable housing developers to submit proposals for the development of the City-owned property at 2400- 2404 Huntington Drive. $900,000 from the Housing Asset Fund was set aside as an additional subsidy for the development of the site. In May 2024, the City selected a developer and entered into an exclusive negotiation agreement ("ENA") to negotiate the terms of a property sale and development of the site. The City is actively working to finalize negotiations and allocate Housing Asset Fund amounts to the site.

Table 6. Excess Surplus Projections

Fiscal Year	Deposits	Unencumbered Cash Balance (1)	Amounts Encumbered (2)	Greater of Four Years of Deposits or $1M (3)	Projected Excess Surplus (4)
2019-20	$ 332,713	$ 2,829,368	-	$ 1,966,471	$ 862,897
2020-21	11,221	3,162,081	-	2,299,184	862,897
2021-22	5,355	3,173,302	-	2,239,473	933,829
2022-23	56,742	3,178,657	-	2,244,828	933,829
2023-24	117,954	3,235,399	900,000	1,000,000	1,335,399

(1) Represents the ending balance of the prior fiscal year or the beginning balance of the current fiscal year.

(2) $900,000 encumbered through the issuance of an RFP for the 2400 Huntington Drive property in November 2023.

(3) Excess surplus is an unencumbered amount that exceeds the greater of $1 million or the aggregate amount deposited during the preceding four years.

(4) Calculations are based on most current interpretation of the excess surplus calculation methodology. Excess surplus amounts must be encumbered within three fiscal years, or funds must be transferred to HCD for its Multifamily Housing Program or Joe Serna, Jr. Farmworker Housing Grant Program. Projected excess surplus is subject to change, as deposits for past reports are to be reviewed.

Source: City of Duarte, Fund 681 Trial Balance

Section 7 Inventory of Homeownership Units

AB 1793 requires this Report to include an inventory of homeownership units assisted by the former Agency or the Housing Successor Agency that are subject to covenants or restrictions or to an adopted program that protects the former Agency's investment of moneys from the Former RDA- Low- and Mod-Income Housing Fund. As shown in Table 7, there is one (1) homeownership property assisted by the former Agency that is subject to homeownership affordability covenants. Affordability covenants for this property will expire in FY 2024-25.

Table 7. Homeownership Units Assisted by Former RDA

Address	Assisted Units	Covenant Recorded	Covenant Expires
1236 Carmel Court	1	5/1/2000	5/1/2025
Total	**1**		

Source: City of Duarte

Section 8 Deposits from City to Agency Loan Repayments

HSC Section 34191.4(b)(3)(C) requires that 20% of any loan repayment made from a redevelopment successor agency to a city, for a loan that a city made to a former redevelopment agency, be deducted from the loan repayment amount and transferred to the Housing Asset Fund.

The Housing Authority does not have any loans made from the former Agency to the City or Housing Authority that require a 20% set aside. However, the Housing Asset Fund was receiving payments for a Supplemental Education Revenue Augmentation Fund ("SERAF"). The SERAF loan was repaid and is no longer receivable.

APPENDIX A – Housing Asset Transfer Form

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DEPARTMENT OF FINANCE
HOUSING ASSETS LIST
ASSEMBLY BILL X1 26 AND ASSEMBLY BILL 1484
(Health and Safety Code Section 34176)

Former Redevelopment Agency: Duarte Redevelopment Agency

Successor Agency to the Former Redevelopment Agency: City of Duarte

Entity Assuming the Housing Functions of the former Redevelopment Agency: Duarte Housing Authority

Entity Assuming the Housing Functions Contact Name: Kristen Petersen Title Assistant City Manager Phone 626/357-7931 x212 E-Mail Address petersenk@accessduarte.com

Entity Assuming the Housing Functions Contact Name: Title Phone E-Mail Address

All assets transferred to the entity assuming the housing functions between February 1, 2012 and the date the exhibits were created are included in this housing assets list.
The following Exhibits noted with an X in the box are included as part of this inventory of housing assets:

Exhibit A - Real Property	X
Exhibit B- Personal Property	
Exhibit C - Low-Mod Encumbrances	X
Exhibit D - Loans/Grants Receivables	X
Exhibit E - Rents/Operations	
Exhibit F- Rents	
Exhibit G - Deferrals	

Prepared By: **Roger A. Cathey**

Date Prepared: **7/26/2012**

Exhibit A - Real Property

City of Duarte
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of Asset a/	Legal Title and Description	Carrying Value of Asset	Total square footage	Square footage reserved for low-mod housing	property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	transfer to Housing Success or Agency	Construction or acquisition cost funded with Low-Mod Housing Fund monies	on or acquisition costs funded with other RDA funds	on or acquisition costs funded with non-RDA funds	Date of construction or acquisition by the former RDA	Interest in real property (option to purchase, easement, etc.)
1		**Former Affordable Housing Fund**											
2	Land	1660 Huntington Drive (VFW Hall) APN 8530023913 Legal Desc. TR=13185 LOT 29 , null	522,742	6,980	6,980	no	Note 1	2/1/2012	522,742	$0	$0	5/14/2003	yes
3	Land	2400-2404 Huntington Drive (Royal Mkt Liquor)APN 8604012910, 8604012911 Legal Desc. TR=13436 LOT 13, Null: TR=13436 LOT 14, Null;	875,687	20,000	20,000	no	Note 1	2/1/2012	875,687	$0	$0	12/19/2003	yes
4	Land	1305 Huntington Drive (Western Dental) APN 8530004903 Legal Desc. PM 96-80-81 LOT 2	707,210	18,030	18,030	no	Note 1	2/1/2012	707,210	$0	$0	4/2/2009	yes
5	Land	Parking Lot Area - Rite Aid (Dunn Property)APN 8530-004-902 Legal Desc. PM 37-43 FOR DESC SEE ASSESSOR'S MAPS, POR OF LOT 1	6,065	254	254	no	Note 1	2/1/2012	6,065	$0	$0	1/18/2006	yes
6	Land	30 T1N R10W	218,055	9,890	9,890	no	Note 1	2/1/2012	218,055	$0	$0	4/3/2003	yes
7		**Housing Authority Fund**											
8	Land	T1N R10W	624,979	26,136	26,136	no	Note 1	2/1/2012	624,979	$0	$0	4/8/1999	yes
9	Land	30 T1N R10W	646,555	29,621	29,621	no	Note 1	2/1/2012	646,555	$0	$0	1/12/2001	yes
10	Land	LOT 63 TR NO 29062	1,388,040	26,136	26,136	no	Note 1	2/1/2012	1,388,040	$0	-	10/5/2011	yes
11													
12													

Note: To the extent that DOF may determine any asset listed in this Exhibit A should be listed on another Exhibit, the Duarte Housing Successor Entity hereby incorporates those assets into that Exhibit.

a/ Asset types may include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

b/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Note 1 - Authorized by Health and Safety Code section 33334.2, 33334.3 and other appliccble housing-related provisions fo the California Redevelopment Law and Hosuing Authority Law.

Exhibit B - Personal Property

City of Duarte
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of Asset a/	Description	Carrying Value of Asset	Date of transfer to Housing Successor Agency	Acquisition cost funded with Low-Mod Housing Fund monies	Acquisition costs funded with other RDA funds	Acquisition costs funded with non-RDA funds	Date of acquisition by the former RDA
1	None							
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Note: To the extent that DOF may determine any asset listed in this Exhibit B should be listed on another Exhibit, the Duarte Housing Successor Entity hereby incorporates those assets into that Exhibit.

a/ Asset types any personal property provided in residences, including furniture and appliances, all housing-related files and loan documents, office supplies, software licenses, and mapping programs, that were acquired for low and moderate income housing purposes, either by purchase or through a loan, in whole or in part, with any source of funds.

Exhibit C - Low-Mod Encumbrances

City of Duarte
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of housing built or acquired with enforceably obligated funds a/	Date contract for Enforceable Obligation was executed	Contractual counterparty	Total amount currently owed for the Enforceable Obligation	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant b/	Current owner of the property	Construction or acquisition cost funded with Low-Mod Housing Fund monies	Construction or acquisition costs funded with other RDA funds	Construction or acquisition costs funded with non-RDA funds	Date of construction or acquisition of the property
1	43 units of Senior Affordable Housing	7/27/2010	Southern California Presbyterian Homes	$1,200,000	yes, pursuant to OA/DDA	Note 1	Former RDA, SA	$1,200,000		$8,000,000	4/3/2003, 5/14/2003
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Note: To the extent that DOF may determine any asset listed in this Exhibit C should be listed on another Exhibit, the Duarte Housing Successor Entity hereby incorporates those assets into that Exhibit.

a/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

b/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit D - Loans/Grants Receivables

City of Duarte
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Was the Low-Mod Housing Fund amount issued for a loan or a grant?	Amount of the loan or grant	Date the loan or grant was issued	Person or entity to whom the loan or grant was issued	Purpose for which the funds were loaned or granted	Are there contractual requirements specifying the purposes for which the funds may be used?	Repayment date, if the funds are for a loan	Interest rate of loan	Current outstanding loan balance
1	yes	12,000	03/07/96	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	12,000
2	yes	12,500	04/11/96	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	12,500
3	yes	12,000	02/28/96	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	12,000
4	yes	11,000	05/07/96	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	11,000
5	yes	10,000	02/02/96	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	10,000
6	yes	13,000	02/08/96	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	13,000
7	yes	7,500	12/26/95	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	7,500
8	yes	10,000	02/29/96	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	10,000
9	yes	15,000	12/18/95	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
10	yes	15,000	12/04/95	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
11	yes	15,000	12/22/95	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
12	yes	15,000	05/01/00	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
13	yes	15,000	12/22/95	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
14	yes	15,000	04/09/99	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
15	yes	15,000	02/27/96	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
16	yes	12,500	03/07/96	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	12,500
17	yes	15,000	12/16/97	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
18	yes	15,000	04/18/97	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
19	yes	15,000	04/15/97	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
20	yes	15,000	04/26/97	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
21	yes	15,000	06/10/97	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
22	yes	15,000	04/25/97	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
23	yes	15,000	05/16/97	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
24	yes	15,000	05/23/97	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
25	yes	15,000	09/19/97	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
26	yes	15,000	04/10/98	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000
27	yes	15,000	06/02/98	Homeowner	Housing Assistance, silent second	Yes	be required before that date, based on certain circumstances	Note 1	15,000

Note 1 - interest, if any, is calculated based on sale price of property and other factors, if the property is sold before date of forgiveness.

Note 2 - To the extent that DOF may determine any asset listed in this Exhibit D should be listed on another Exhibit, the Duarte Housing Successor Entity hereby incorporates those assets into that Exhibit.

City of Duarte
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of payment a/	Type of property with which they payments are associated b/	Property owner	Entity that collects the payments	Entity to which the collected payments are ultimately remitted	Purpose for which the payments are used	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant c/	Item # from Exhibit A the rent/operation is associated with (if applicable)
1	None								
2									
3									
4									
5									
6									
7									
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Note: To the extent that DOF may determine any asset listed in this Exhibit E should be listed on another Exhibit, the Duarte Housing Successor Entity hereby incorporates those assets into that Exhibit.

a/ May include revenues from rents, operation of properties, residual receipt payments from developers, conditional grant repayments, costs savings and proceeds from refinancing, and principal and interest payments from homebuyers subject to enforceable income limits.

b/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

c/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit F - Rents

City of Duarte
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Type of payment a/	Type of property with which the payments are associated b/	Property owner	Entity that collects the payments	Entity to which the collected payments are ultimately remitted	Purpose for which the payments are used	Is the property encumbered by a low-mod housing covenant?	Source of low-mod housing covenant c/	Item # from Exhibit A the rent is associated with (if applicable)
1	None								
2									
3									
4									
5									
6									
7									
8									
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Note: To the extent that DOF may determine any asset listed in this Exhibit F should be listed on another Exhibit, the Duarte Housing Successor Entity hereby incorporates those assets into that Exhibit.

a/ May include rents or home loan payments.

b/ May include low-mod housing, mixed-income housing, low-mod housing with commercial space, mixed-income housing with commercial space.

c/ May include California Redevelopment Law, tax credits, state bond indentures, and federal funds requirements.

Exhibit G - Deferrals

City of Duarte
Inventory of Assets Received Pursuant to Health and Safety Code section 34176 (a) (2)

Item #	Purpose for which funds were deferred	Fiscal year in which funds were deferred	Amount deferred	Interest rate at which funds were to be repaid	Current amount owed	Date upon which funds were to be repaid
1	None					
2						
3						
4						
5						
6						
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12						
13						
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Note: To the extent that DOF may determine any asset listed in this Exhibit G should be listed on another Exhibit, the Duarte Housing Successor Entity hereby incorporates those assets into that Exhibit.

City of Duarte

Agenda Item: **7.H.**

AGENDA REPORT

MEETING DATE:	December 10, 2024
TO:	Mayor and Members of the City Council
FROM:	Manuel Enriquez, Director of Parks and Recreation
SUBJECT:	Notice of Completion: Royal Oaks Park Gazebo Replacement, Project (24-9)
RECOMMENDATION:	Staff recommends City Council authorize the Notice of Completion for the Royal Oaks Park Gazebo Replacement Project in the amount of $64,900.
FISCAL IMPACT:	Project budgeted in Fiscal Year 2024/25 from Park Improvements Capital line (400-4005-8041).

BACKGROUND

At the City Council meeting on April 23, 2024, the Council awarded the contract for the Royal Oaks Park Gazebo Replacement Project (24-9) to FS Contractors, Inc. for $64,900, plus a 10% contingency. The contract covered the labor, equipment, and machinery required to remove the existing structure, install a new concrete foundation, and assemble a 15’x15’ Americana-style Navajo shelter with four posts, complete with rain gutters and downspouts.

The project was generally completed without issues, though there was a slight delay due to the shelter's manufacturing. The new gazebo’s color scheme complements the nearby playground structure at the park site, and it is now open for reservations and being enjoyed by residents.

RECOMMENDATION

Staff recommends City Council authorize the Notice of Completion for the Royal Oaks Park Gazebo Replacement Project in the amount of $64,900.

FISCAL IMPACT

Project budgeted in Fiscal Year 2024/25 from Park Improvements Capital line (400-4005-8041).

ATTACHMENTS

1. Notice of Completion

Fiscal Review:

Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:

Brian Villalobos
City Manager

RECORDING REQUESTED BY:

CITY OF DUARTE

WHEN RECORDED MAIL TO THIS ADDRESS:

CITY CLERK
CITY OF DUARTE

1600 Huntington Dr.
Duarte, CA 91010

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is OWNER or AGENT of the OWNER of the interest or estate stated below in the property hereinafter described.
2. The full name of the OWNER is: **CITY OF DUARTE**
3. The full address of the OWNER is: **1600 Huntington Dr. Duarte, CA 91010**
4. The nature of the interest or estate of the undersigned is: (i.e., In Fee.) **Fee**
5. A work of improvement on the property hereinafter described was COMPLETED on **November 27, 2024.**
6. The work of improvement completed is described as follows: **Royal Oaks Park Gazebo Replacement Project**
7. The name of the original contractor, if any, for such work of improvement is: **FS Contractors, Inc.**
8. The street address of said property is: **2627 Royal Oaks Drive**
9. The property on which said work of improvement was completed is in the City of Duarte, County of LOS ANGELES, State of CALIFORNIA, and is described as follows: **The removal of the existing shelter and installation of a new concrete foundation and one 15'x15' Americana-style Navajo shelter.**

CITY OF DUARTE

____________________ Signature of Owner or agent: ____________________

Brian Villalobos, City Manager

VERIFICATION

I, the undersigned, declare under penalty of perjury under the laws of the State of California, that I am the **City Manager of the City of Duarte** of the aforesaid interest or estate in the property described in the above Notice, that I have read the said Notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

____________ at Duarte, California

____

Brian Villalobos, City Manager

Agenda Item: **7.I.**

AGENDA REPORT

MEETING DATE:	December 10, 2024
TO:	Mayor and Members of the City Council
FROM:	Kristen Petersen, Assistant City Manager/Admin. Serv. Director
BY:	Michelle Brown, Human Resources Specialist
SUBJECT:	Salary Increase Adjusting the Hourly Rate Schedule for Compliance with New Minimum Wage Requirements effective January 1, 2025
RECOMMENDATION:	It is recommended that the City Council approve Resolution No. 24-23 adjusting the hourly rate schedule for compliance with the new minimum wage requirements as shown on the attached Citywide Salary and Pay Schedule that is attached as Exhibit A
FISCAL IMPACT:	The fiscal impact is estimated to be approximately $10,400 and will be included in the Mid-year budget adjustments in February 2025.

BACKGROUND

In May 2016, the California legislature passed an unprecedented statewide minimum wage hike plan that took place over a six year span for employers with 26 to increase minimum wage to $15.00 per hour, which went into effect on January 1, 2022. The rate will be adjusted annually for inflation based on the national consumer price index for urban wage earners and clerical workers (CPI-W) with the highest raise allowed in any one year being 3.5 percent.

On July 31, 2024, the Director of the Department of Finance for the State of California Department of Industrial Relations certified that based on the annual inflation rate from 7/1/2023-6/30/2024 the state hourly minimum wage must be increased to $16.50 per hour, effective January 1, 2025.

DISCUSSION/ANALYSIS

As part of the progression of wage hikes, as of January 1, 2025, the minimum wage will increase to $16.50 per hour. Thus, eleven of the City's existing part time positions (Aerobics Instructor, Assistant Boxing Trainer, College Intern, Computer Lab Technician, Custodian, Lifeguard, Lifeguard/Instructor, Pool Manager, Recreation Leader, Recreation Specialist, and Trail Maintenance Crew) needed salary adjustments. All part time salaries were surveyed by staff and adjusted as needed to meet minimum wage regulations and also remain competitive in the surrounding job market.

On November 14, 2023, City Council approved Ordinance No. 920 to increase City Council salaries, pursuant to Government Code section 36516. As such, the salary schedule has been updated to reflect this increase from $550.00 per month to $995.50 per month, effective December 10, 2024.

Attached please find Resolution No. 24-23 adjusting the hourly rate schedule for eleven part time positions on the City-Wide Salary and Pay Schedule and updating the City Council salaries. The new schedule would go into effect on January 1, 2025.

RECOMMENDATION

It is recommended that the City Council approve the attached Resolution No. 24-23, adjusting the hourly rate schedule for compliance with the new minimum wage requirements and updating the City Council salaries as shown on the attached City-Wide Salary and Pay Schedule that is attached as Exhibit A.

FISCAL IMPACT

The fiscal impact is estimated to be approximately $10,400 and will be included in the Mid-year budget adjustments in February 2025.

ATTACHMENTS

Resolution No. 24-23 and Exhibit A – Salary Schedule Effective January 1, 2025.

Fiscal Review:

Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:

Brian Villalobos
City Manager

RESOLUTION NO. 24-23

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, ADJUSTING THE HOURLY RATE SCHEDULE FOR COMPLIANCE WITH THE NEW MINIMUM WAGE REQUIREMENTS

BE IT RESOLVED by the City Council of the City of Duarte, County of Los Angeles, State of California, as follows:

Section 1. The City Council of the City approved and adopted one consolidated and comprehensive publicly available pay schedule, containing all established employee positions and pay rates, in accordance with the requirements of California Code of Regulations, Title 2, Section 570.5.

Section 2. On July 31, 2024, the Director of the Department of Finance for the State of California Department of Industrial Relations certified that based on the annual inflation rate from 7/1/2023-6/30/2024, under Labor Code section 1182.12(c)(3)(A), the state hourly minimum wage must be increased, effective January 1, 2025, to $16.50 per hour. Thus, eleven of the City's existing part time positions (Aerobics Instructor, Assistant Boxing Trainer, College Intern, Computer Lab Technician, Custodian, Lifeguard, Lifeguard/Instructor, Pool Manager, Recreation Leader, Recreation Specialist, and Trail Maintenance Crew) wage ranges and steps are hereby adjusted on the attached Citywide Salary and Pay Schedule as Exhibit A.

Section 3. All resolutions, or portions thereof, previously adopted by the City Council and found to be in conflict with the provisions of this resolution are hereby repealed.

Section 4. This resolution will become effective January 1, 2025. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

PASSED, APPROVED, AND ADOPTED this 10th day of December 2024.

____
Vinh Truong
Mayor

APPROVED AS TO FORM:

____
Thai Viet Phan
City Attorney

ATTEST:

____

Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Resolution No. 24-23 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 10th day of December 2024, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

____

Annette Juarez
City Clerk

Exhibit A

CITY OF DUARTE CITY-WIDE SALARY AND PAY SCHEDULE

Effective January 1, 2025 unless otherwise stated

POSITION	Hourly	Monthly	Annually
City Councilmember (eff. 12/10/2024)		$ 995.50	$ 11,946
City Manager	$ 113.57	$ 19,685	$ 236,223

DEPARTMENT HEAD / DIVISION MANAGER - UNREPRESENTED

	Step A		Step B		Step C		Step D		Step E		Step F		Step G	
POSITION	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Assistant City Manager	$ 86.13	$ 14,929	$ 89.20	$ 15,461	$ 92.26	$ 15,993	$ 95.32	$ 16,521	$ 98.36	$ 17,048	$ 101.42	$ 17,579	$ 104.47	$ 18,108
Human Resources Manager	$ 46.40	$ 8,042	$ 48.14	$ 8,345	$ 49.87	$ 8,645	$ 51.59	$ 8,943	$ 53.34	$ 9,245	$ 55.06	$ 9,543	$ 56.80	$ 9,846

MANAGEMENT & PROFESSIONAL EMPLOYEES - SEIU LOCAL 721

	Step A		Step B		Step C		Step D		Step E		Step F		Step G	
POSITION	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Assistant Civil Engineer	$ 41.95	$ 7,271	$ 43.29	$ 7,504	$ 44.61	$ 7,732	$ 45.94	$ 7,964	$ 47.26	$ 8,192	$ 48.61	$ 8,426	$ 49.94	$ 8,656
Assistant to the City Manager	$ 55.32	$ 9,589	$ 56.94	$ 9,870	$ 58.55	$ 10,149	$ 60.18	$ 10,432	$ 61.81	$ 10,713	$ 63.44	$ 10,996	$ 65.09	$ 11,282
Associate Civil Engineer	$ 47.01	$ 8,148	$ 48.73	$ 8,447	$ 50.45	$ 8,744	$ 52.18	$ 9,045	$ 53.89	$ 9,341	$ 55.62	$ 9,641	$ 57.35	$ 9,940
Associate Planner	$ 43.82	$ 7,595	$ 45.29	$ 7,851	$ 46.78	$ 8,108	$ 48.27	$ 8,367	$ 49.76	$ 8,624	$ 51.25	$ 8,883	$ 52.75	$ 9,143
City Clerk	$ 52.60	$ 9,118	$ 54.13	$ 9,383	$ 55.65	$ 9,646	$ 57.18	$ 9,912	$ 58.69	$ 10,173	$ 60.23	$ 10,440	$ 61.76	$ 10,705
Deputy City Manager	$ 60.85	$ 10,547	$ 62.65	$ 10,858	$ 64.42	$ 11,165	$ 66.21	$ 11,477	$ 67.99	$ 11,785	$ 69.79	$ 12,097	$ 71.59	$ 12,410
Director of Community Development	$ 78.31	$ 13,574	$ 81.34	$ 14,099	$ 84.36	$ 14,622	$ 87.39	$ 15,148	$ 90.42	$ 15,672	$ 93.43	$ 16,195	$ 96.46	$ 16,721
Director of Parks & Recreation	$ 74.22	$ 12,864	$ 76.63	$ 13,283	$ 79.04	$ 13,701	$ 81.46	$ 14,119	$ 83.87	$ 14,538	$ 86.28	$ 14,956	$ 88.70	$ 15,374
Director of Public Safety Services	$ 74.22	$ 12,864	$ 76.63	$ 13,283	$ 79.04	$ 13,701	$ 81.46	$ 14,119	$ 83.87	$ 14,538	$ 86.28	$ 14,956	$ 88.70	$ 15,374
Facilities Maintenance Supervisor	$ 39.11	$ 6,779	$ 40.61	$ 7,040	$ 42.12	$ 7,301	$ 43.61	$ 7,560	$ 45.11	$ 7,820	$ 46.62	$ 8,081	$ 48.12	$ 8,340
Field Services Manager	$ 58.34	$ 10,111	$ 60.32	$ 10,456	$ 62.30	$ 10,798	$ 64.28	$ 11,143	$ 66.26	$ 11,484	$ 68.24	$ 11,829	$ 70.24	$ 12,175
Financial Services Manager	$ 55.92	$ 9,692	$ 57.64	$ 9,991	$ 59.43	$ 10,301	$ 61.26	$ 10,619	$ 63.16	$ 10,947	$ 65.11	$ 11,286	$ 67.12	$ 11,635
Planning Manager	$ 62.50	$ 10,834	$ 64.49	$ 11,179	$ 66.47	$ 11,522	$ 68.46	$ 11,867	$ 70.46	$ 12,213	$ 72.44	$ 12,556	$ 74.43	$ 12,900
Public Safety Manager	$ 62.50	$ 10,834	$ 64.49	$ 11,179	$ 66.47	$ 11,522	$ 68.46	$ 11,867	$ 70.46	$ 12,213	$ 72.44	$ 12,556	$ 74.43	$ 12,900
Public Works Manager	$ 59.04	$ 10,233	$ 60.90	$ 10,555	$ 62.75	$ 10,877	$ 64.62	$ 11,202	$ 66.48	$ 11,523	$ 68.35	$ 11,848	$ 70.23	$ 12,172
Recreation Manager	$ 55.65	$ 9,646	$ 57.54	$ 9,974	$ 59.50	$ 10,313	$ 61.52	$ 10,664	$ 63.61	$ 11,026	$ 65.78	$ 11,401	$ 68.02	$ 11,789
Recreation Supervisor	$ 39.11	$ 6,779	$ 40.61	$ 7,040	$ 42.12	$ 7,301	$ 43.61	$ 7,560	$ 45.12	$ 7,821	$ 46.62	$ 8,081	$ 48.12	$ 8,342
Senior Planner	$ 54.65	$ 9,473	$ 56.38	$ 9,772	$ 58.11	$ 10,073	$ 59.84	$ 10,373	$ 61.56	$ 10,671	$ 63.29	$ 10,971	$ 65.03	$ 11,271
Transportation Supervisor	$ 42.62	$ 7,388	$ 44.31	$ 7,680	$ 46.03	$ 7,978	$ 47.72	$ 8,272	$ 49.42	$ 8,567	$ 51.14	$ 8,864	$ 52.84	$ 9,160

GENERAL EMPLOYEES - SEIU LOCAL 721

	Step A		Step B		Step C		Step D		Step E		Step F		Step G	
POSITION	**Hourly**	**Monthly**	**Hourly**	**Monthly**	**Hourly**	**Monthly**	**Hourly**	**Monthly**	**Hourly**	**Monthly**	**Hourly**	**Monthly**	**Hourly**	**Monthly**
Accountant	$ 37.01	$ 6,415	$ 38.16	$ 6,614	$ 39.34	$ 6,819	$ 40.55	$ 7,029	$ 41.81	$ 7,248	$ 43.10	$ 7,471	$ 44.43	$ 7,702
Accounting Specialist	$ 30.66	$ 5,314	$ 31.70	$ 5,495	$ 32.76	$ 5,679	$ 33.82	$ 5,862	$ 34.86	$ 6,043	$ 35.92	$ 6,226	$ 36.96	$ 6,407
Administrative Secretary	$ 28.96	$ 5,020	$ 30.08	$ 5,213	$ 31.19	$ 5,406	$ 32.30	$ 5,599	$ 33.41	$ 5,792	$ 34.51	$ 5,982	$ 35.63	$ 6,175
Assistant Planner	$ 34.88	$ 6,045	$ 36.23	$ 6,280	$ 37.60	$ 6,517	$ 38.97	$ 6,754	$ 40.32	$ 6,989	$ 41.67	$ 7,223	$ 43.04	$ 7,461
Building Permit Technician	$ 28.96	$ 5,020	$ 30.08	$ 5,213	$ 31.19	$ 5,406	$ 32.30	$ 5,599	$ 33.41	$ 5,792	$ 34.51	$ 5,982	$ 35.63	$ 6,175
Civil Engineering Technician	$ 31.39	$ 5,441	$ 32.70	$ 5,669	$ 34.02	$ 5,896	$ 35.32	$ 6,122	$ 36.65	$ 6,352	$ 37.96	$ 6,580	$ 39.27	$ 6,807
Clerk/Typist Receptionist	$ 23.88	$ 4,139	$ 24.75	$ 4,290	$ 25.61	$ 4,439	$ 26.47	$ 4,588	$ 27.34	$ 4,739	$ 28.21	$ 4,890	$ 29.10	$ 5,043
Code Compliance / Animal Control Officer	$ 32.59	$ 5,650	$ 33.96	$ 5,886	$ 35.31	$ 6,121	$ 36.68	$ 6,358	$ 38.03	$ 6,592	$ 39.40	$ 6,829	$ 40.75	$ 7,064
Community Development Technician	$ 28.59	$ 4,956	$ 29.62	$ 5,134	$ 30.63	$ 5,310	$ 31.66	$ 5,488	$ 32.68	$ 5,664	$ 33.71	$ 5,842	$ 34.72	$ 6,018
Crime Prevention Specialist	$ 35.14	$ 6,092	$ 36.43	$ 6,315	$ 37.76	$ 6,545	$ 39.11	$ 6,780	$ 40.45	$ 7,012	$ 41.81	$ 7,247	$ 43.15	$ 7,479
Custodian	$ 23.99	$ 4,158	$ 24.90	$ 4,316	$ 25.81	$ 4,474	$ 26.75	$ 4,637	$ 27.66	$ 4,795	$ 28.60	$ 4,957	$ 29.51	$ 5,115
Deputy City Clerk	$ 28.96	$ 5,020	$ 30.08	$ 5,213	$ 31.19	$ 5,406	$ 32.30	$ 5,599	$ 33.41	$ 5,792	$ 34.51	$ 5,982	$ 35.63	$ 6,175
Field Services Supervisor	$ 37.57	$ 6,512	$ 39.43	$ 6,835	$ 41.31	$ 7,161	$ 43.19	$ 7,486	$ 45.07	$ 7,812	$ 46.96	$ 8,139	$ 48.83	$ 8,465
Human Resources Specialist	$ 31.76	$ 5,504	$ 33.08	$ 5,734	$ 34.41	$ 5,965	$ 35.74	$ 6,195	$ 37.05	$ 6,423	$ 38.38	$ 6,653	$ 39.71	$ 6,883
Maintenance Technician	$ 24.54	$ 4,254	$ 25.57	$ 4,432	$ 26.58	$ 4,608	$ 27.61	$ 4,786	$ 28.63	$ 4,962	$ 29.66	$ 5,140	$ 30.67	$ 5,316
Management Aide	$ 31.86	$ 5,523	$ 32.85	$ 5,694	$ 33.87	$ 5,871	$ 34.91	$ 6,052	$ 36.00	$ 6,240	$ 37.11	$ 6,432	$ 38.26	$ 6,631
Management Analyst - City Manager's Office	$ 35.08	$ 6,081	$ 36.54	$ 6,334	$ 38.07	$ 6,599	$ 39.65	$ 6,873	$ 41.31	$ 7,160	$ 43.03	$ 7,458	$ 44.82	$ 7,768
Outreach Coordinator - Public Safety	$ 28.33	$ 4,911	$ 29.41	$ 5,097	$ 30.48	$ 5,283	$ 31.55	$ 5,469	$ 32.64	$ 5,657	$ 33.71	$ 5,843	$ 34.80	$ 6,031
Payroll Technician	$ 29.35	$ 5,088	$ 30.23	$ 5,241	$ 31.14	$ 5,398	$ 32.08	$ 5,560	$ 33.04	$ 5,727	$ 34.03	$ 5,898	$ 35.47	$ 6,148
Recreation Coordinator	$ 28.33	$ 4,911	$ 29.41	$ 5,097	$ 30.48	$ 5,283	$ 31.55	$ 5,469	$ 32.64	$ 5,657	$ 33.71	$ 5,843	$ 34.80	$ 6,031
Senior Code Compliance / Animal Control Officer	$ 35.49	$ 6,152	$ 36.96	$ 6,407	$ 38.43	$ 6,662	$ 39.91	$ 6,918	$ 41.41	$ 7,178	$ 42.89	$ 7,434	$ 44.36	$ 7,689
Senior Custodian	$ 29.11	$ 5,046	$ 30.24	$ 5,241	$ 31.36	$ 5,436	$ 32.49	$ 5,631	$ 33.63	$ 5,829	$ 34.76	$ 6,024	$ 35.89	$ 6,222
Senior Maintenance Technician	$ 28.79	$ 4,990	$ 29.89	$ 5,181	$ 30.99	$ 5,371	$ 32.09	$ 5,562	$ 33.20	$ 5,755	$ 34.31	$ 5,948	$ 35.40	$ 6,136

PART-TIME HOURLY EMPLOYEES

	Hourly Pay Rate						
POSITION	**Step A**	**Step B**	**Step C**	**Step D**	**Step E**	**Step F**	**Step G**
Aerobics Instructor	$ 16.50	$ 16.90	$ 18.32	$ 20.23	$ 21.91	$ 23.58	$ 25.47
Animal Control Officer	$ 22.13	$ 22.99	$ 23.85	$ 24.71	$ 25.57	$ 26.43	$ 27.29
Assistant Boxing Trainer	$ 16.50	$ 17.01	$ 17.54	$ 18.09	$ 18.65	$ 19.23	$ 19.83
Boxing Trainer	$ 21.81	$ 22.51	$ 23.23	$ 23.97	$ 27.74	$ 25.53	$ 26.35
Certified Aerobics Instructor	$ 25.03	$ 26.28	$ 27.76	$ 29.24	$ 30.72	$ 32.21	$ 33.69
College Intern	$ 16.50	$ 16.80	$ 17.36	$ 18.74	$ 20.30	$ 22.28	$ 24.45
Community Services Officer	$ 22.13	$ 22.99	$ 23.85	$ 24.71	$ 25.57	$ 26.43	$ 27.29
Computer Lab Technician	$ 16.50	$ 16.60	$ 16.75	$ 16.99	$ 17.18	$ 17.61	$ 18.05
Custodian	$ 18.67	$ 19.38	$ 20.07	$ 20.77	$ 21.47	$ 22.17	$ 22.86
Dance Instructor				$50.00			
Lifeguard	$ 17.50	$ 17.83	$ 18.17	$ 18.51	$ 18.86	$ 19.22	$ 19.58
Lifeguard/Instructor	$ 19.50	$ 20.03	$ 20.58	$ 21.15	$ 21.73	$ 22.34	$ 22.95
Pool Manager	$ 20.61	$ 21.21	$ 21.83	$ 22.47	$ 23.13	$ 23.81	$ 24.51
Recreation Leader	$ 16.50	$ 17.01	$ 17.54	$ 18.08	$ 18.64	$ 19.22	$ 19.82
Recreation Specialist	$ 18.50	$ 19.03	$ 19.57	$ 20.12	$ 20.70	$ 21.29	$ 21.90
Senior Custodian	$ 26.40	$ 27.42	$ 28.44	$ 29.46	$ 30.49	$ 31.51	$ 32.55
Trail Maintenance Crew	$ 16.50	$ 17.46	$ 17.87	$ 19.61	$ 21.02	$ 23.13	$ 25.44

Agenda Item: **7.J.**

AGENDA REPORT

MEETING DATE:	December 10, 2024
TO:	Mayor and Members of the City Council
FROM:	Larry Breceda, Director of Public Safety
SUBJECT:	Second Reading and Adoption of Ordinance No. 928
RECOMMENDATION:	It is recommended that City Council adopt Ordinance No. 928
FISCAL IMPACT:	There is no anticipated fiscal impact resulting from these changes

BACKGROUND

The Duarte Municipal Code ("DMC") currently contains regulations governing the distribution and sale of tobacco products; however, recent changes in State law ban flavored tobacco products and sales, increase penalties for violations, and otherwise enhance the City's ability to regulate and enforce tobacco-related commercial and public activities. As such, the City seeks to amend the DMC to comply with these changes and otherwise enhance its regulation of tobacco-related activities.

At its meeting on November 26, 2024 the City Council conducted a first reading of this Ordinance. If adopted by the City Council, Ordinance No. 928 will go into effect in thirty (30) days.

FISCAL IMPACT

There is no anticipated fiscal impact resulting from these changes.

ATTACHMENT

A. Ordinance No. 928

Fiscal Review:

Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:

Brian Villalobos
City Manager

ORDINANCE NO. 928

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, AMENDING CHAPTERS 5.09 AND 6.20 OF THE DUARTE MUNICIPAL CODE TO COMPLY WITH STATE LAW RELATING TO TOBACCO, IMPROVE CITY ENFORCEMENT OF TOBACCO-RELATED MUNICIPAL CODE VIOLATIONS, AND TO ENHANCE PUBLIC SAFETY, HEALTH AND WELFARE

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

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

WHEREAS, State law, including Health and Safety Code section 104559.5 authorizes the city to impose greater restrictions on access to tobacco products than state law provides; and,

WHEREAS, the City Council finds and declares that tobacco use remains the leading cause of preventable death in the United States, killing more than 480,000 people each year. It causes or contributes to many forms of cancer, as well as heart disease and respiratory diseases, among other health disorders. Tobacco use remains a public health crisis of the first order, in terms of the human suffering and loss of life it causes, the financial costs it imposes on society, and the burdens it places on our health care system; and

WHEREAS, the City Council finds and declares that each day, about 2,500 children in the United States try their first cigarette; and another 400 children under 18 years of age become new regular, daily smokers. 81% of youth who have ever used a tobacco product report that the first tobacco product they used was flavored. Flavored tobacco products promote youth initiation of tobacco use and help young occasional smokers to become daily smokers by reducing or masking the natural harshness and taste of tobacco smoke and thereby increasing the appeal of tobacco products. As tobacco companies well know, menthol, in particular, cools and numbs the throat to reduce throat irritation and make the smoke feel smoother, making menthol cigarettes an appealing option for youth who are initiating tobacco use. Tobacco companies have used flavorings such as mint and wintergreen in smokeless tobacco products as part of a "graduation strategy" to encourage new users to start with tobacco products with lower levels of nicotine and progress to products with higher levels of nicotine. It is therefore unsurprising that young people are much more likely to use menthol-, candy- and fruit-flavored tobacco products, including not just cigarettes but also cigars, cigarillos, and hookah tobacco, than adults. Data from the National Youth Tobacco Survey indicate that more than two-fifths of U.S. middle school and high school smokers report using flavored little cigars or flavored cigarettes. Further, the Centers for Disease Control and Prevention has reported a more than 800% increase in electronic cigarette use among middle school and high school students between 2011 and 2015. Nicotine solutions, which are consumed via electronic smoking devices such as electronic cigarettes, are sold in thousands of flavors that appeal to youth, such as cotton candy and bubble gum; and,

WHEREAS, the City Council finds and declares that as much as young people disproportionately use flavored tobacco products including menthol cigarettes, the same can be said of certain minority groups. In one survey, the percentage of people who smoke cigarettes that reported smoking menthol cigarettes included over 82% of smokers. The significant use of menthol cigarettes is an immediate hazard due to the short and long-term adverse health impacts on those groups and communities as a whole; and,

WHEREAS, the City Council finds and declares that Between 2004 and 2014, overall smoking prevalence decreased, but use of menthol cigarettes increased among both young adults (ages 18-25) and other adults (ages 26+). These statistics are consistent with the finding that smoking menthol cigarettes reduces the likelihood of successfully quitting smoking. Scientific modeling has projected that a national ban on flavored tobacco products including menthol cigarettes could save between 300,000 and 600,000 lives by 2050; and

WHEREAS, changes in state and federal statutes and case law require updates to the Duarte Municipal Code in order to comply with changes in the law; and,

WHEREAS, the City desires to continue improving its processes to provide for effective, fair and efficient enforcement of the Duarte Municipal Code to enhance public health, safety and welfare, and to preserve the community.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: The recitals above are true and correct and incorporated herein by this reference.

SECTION 2: Section 5.09.020 of the Duarte Municipal Code is amended to read as follows:

5.09.020 – Definitions.

The following words and phrases, whenever used in this chapter, shall have the meanings defined in this section unless the context clearly requires otherwise:

(a) “Arm’s length transaction” means a sale in good faith and for valuable consideration that reflects the fair market value in the open market between two informed and willing parties, neither of which is under any compulsion to participate in the transaction. A sale between relatives, related companies or partners, or a sale for which a significant purpose is avoiding the effect of the violations of this chapter is not an arm's length transaction.

(b) “Characterizing flavor” means a distinguishable taste or aroma or both, other than the taste or aroma of tobacco itself, imparted by a tobacco product or any byproduct produced by the tobacco product. Characterizing flavors include, but are not limited to, tastes, or aromas relating to any fruit, chocolate, vanilla, honey, candy, cocoa, dessert, alcoholic beverage, menthol, mint, wintergreen, herb, or spice. A tobacco product shall not be determined to have a characterizing flavor solely because of the use of additives or flavorings or the provision of ingredient information. Rather, it is the presence of a Distinguishable taste or aroma or both, as described in the first sentence of this definition, that constitutes a characterizing flavor.

(c) "Cigarette" means: (1) any roll of tobacco wrapped in paper or in any substance not containing tobacco; and (2) any roll of tobacco wrapped in any substance containing tobacco which, because of its appearance, the type of tobacco used in the filler, or its packaging and labeling, is likely to be offered to, or purchased by, consumers as a cigarette.

(d) "Constituent" means any ingredient, substance, chemical, or compound, other than tobacco, water, or reconstituted tobacco sheet that is added by the manufacturer to a tobacco product during the processing, manufacture, or parking of the tobacco product.

(e) "Department" means the city's Public Safety Department, and any agency or person designated by the Department to enforce or administer the provisions of this chapter or Chapter 6.20.

(f) "Director" means the Director of the Public Safety Department or designee.

(g) "Distinguishable" means perceivable by either the sense of smell or taste.

(h) "Distribute" or "Distribution" means the transfer, by any person other than a common carrier, of a tobacco product at any point from the place of manufacture or thereafter to the person who sells the tobacco product to an individual for personal consumption.

(i) "Electronic cigarette and vaping accessory" includes atomizers, atomizer tanks, metal mesh, heating coils, atomizer base with battery thread, cartomizer, cartomizer tanks, polyfill material, cartomizer base with battery thread, clearomizer, drip tip, clearomizer tank, cords, wicks, clearomizer base with thread, cartridges, tips, electronic cigarette device batteries, electronic cigarette device chargers, and any other item specifically designed for the preparation, charging, or use with an electronic cigarette and vaping.

(j) "Electronic cigarette and vaping device" means an electronic and/or battery-operated device, the use of which may resemble smoking, which can be used to deliver an inhaled dose of nicotine, herbs or other substances. "Electronic smoking vaping device" includes any such electronic smoking or vaping device, whether manufactured, distributed, marketed, or sold as an electronic cigarette, an electronic cigar, an electronic cigarillo, an electronic pipe, an electronic hookah, personal product vaporizer (e.g., liquid, dry herb, oils, wax, etc.), electronic nicotine delivery system, e-hookah, or any other similar system. "Electronic smoking and vaping device" does not include any product specifically approved by the United States Food and Drug Administration for use in the mitigation, treatment, or prevention of disease.

(k) "Flavored tobacco product" means any tobacco product that contains a constituent that imparts a characterizing flavor. There is a rebuttable presumption that a tobacco product is a flavored tobacco product if a manufacturer or any of the manufacturer's agents or employees, in the course of their agency or employment, has made a statement or claim directed to consumers or to the public that the tobacco product has or produces a characterizing flavor, including, but not limited to, text, color, images, or all, on the product's labeling or packaging that are used to explicitly or implicitly communicate that the tobacco product has a characterizing flavor.

(l) "Labeling" means written, printed, pictorial, or graphic matter upon any tobacco product or any of its Packaging.

(m) "Manufacture" means to make, fabricate, assemble, repair, or process a tobacco product.

(n) "Packaging" means a pack, box, carton, or container of any kind or, if no other container, any wrapping (including cellophane) in which a tobacco product is sold or offered for sale to a consumer.

(o) "Person" means any natural person, partnership, cooperative association, corporation, personal representative, receiver, trustee, assignee, or any other legal entity.

(p) "Proprietor" means a person with an ownership interest or managerial role in a business. An ownership interest shall be deemed to exist when a person has a ten percent or greater interest in the stock, assets, or income of a business other than the sole interest of security for debt. A managerial role shall be deemed to exist when a person can or does have or share ultimate control over the day-to-day operations of a business.

(q) "Self-service display" means the display or storage of tobacco products or tobacco paraphernalia in a manner that is physically accessible in any way to the general public without the assistance of the retailer or employee of the retailer and a direct person-to-person transfer between the purchaser and the retailer or employee of the retailer. A vending machine is a form of self-service display.

(r) "Sell", "Sale", and "to Sell" mean any transaction where, for any consideration, ownership of a tobacco product is transferred from one person to another, including but not limited to any transfer of title or possession for consideration, exchange, or barter, in any manner of by any means.

(s) "Smoking" means possessing a lighted tobacco product, lighted tobacco paraphernalia, or any other lighted weed or plant (including a lighted pipe, cigar, hookah pipe, or cigarette of any kind) and also means the lighting of a tobacco product, tobacco paraphernalia, or any other weed or plant (including, but not limited to, a pipe, cigar, hookah pipe, or cigarette of any kind).

(t) "Tobacco paraphernalia" includes any instrument or paraphernalia that is designed for the smoking or ingestion of lawful tobacco products including without limitation cigarette papers, cigarette wrappers, cigar wrappers, blunt wraps, pipes, holders, clips, and cigarette rolling machines. "Tobacco paraphernalia" excludes "drug paraphernalia" as that term is defined in Health and Safety Code Section 11364.5(d), as amended from time to time.

(u) "Tobacco product" includes any substance containing tobacco or derived from tobacco and any substance used in electronic cigarette and vaping devices including but not limited to flavored tobacco products, cigarettes, cigars, e-juice, e-liquid, e-nicotine, smoke juice, pipe tobacco, rolling tobacco, hookah tobacco, snuff, chewing tobacco, dipping tobacco, snus, nicotine gel, nicotine lollipops, or any other preparation of tobacco; and any product or formulation of matter containing biologically active amounts of nicotine that is manufactured, sold, offered for sale, or otherwise distributed with the expectation that the product or matter will be introduced into the human body. "Tobacco product" does not include any cessation product specifically approved by the United States Food and Drug Administration for use in treating nicotine or tobacco dependence.

(v) "Tobacco retailer" means any person or entity, whether or not a tobacco proprietor, who sells, offers for sale, or does or offers to exchange for any form of consideration, tobacco, tobacco products, tobacco paraphernalia, electronic cigarette and vaping devices, and/or electronic cigarette and vaping accessories.

(w) "Tobacco retailing" shall mean the doing of any of these things. This definition is without regard to the quantity of tobacco, tobacco products, tobacco paraphernalia, electronic cigarette and vaping devices, and/or electronic cigarette and vaping accessories sold, offered for sale, exchanged, or offered for exchange.

(x) "Youth decoy" means a person under the age of twenty-one who, solely for the purposes of conducting compliance checks pursuant to this chapter, has received training by the department, has received written authorization from the department, or has received an immunity letter from the Los Angeles County District Attorney's Office and has provided a true and correct copy of that immunity letter to the department. The city shall not enforce any law establishing a minimum age for purchase of tobacco products against a youth decoy if the violation occurs when the youth decoy is participating in a compliance check supervised by the department or other peace officer or city code enforcement, or the youth decoy is participating in a compliance check supervised by a person designated in writing as an agent of the department for purposes of monitoring compliance with this chapter.

(y) Any other definition, the meaning of which is not otherwise defined in this code or clear as set forth in their context, shall be the definition in Health and Safety Code section 104559.5(a).

SECTION 3: Section 5.09.030 of the Duarte Municipal Code is amended to read as follows:

5.09.030 – Requirements and prohibitions.

(a) TOBACCO RETAILER LICENSE REQUIRED. It shall be unlawful for any person to act as a tobacco retailer in the city without first obtaining and maintaining a valid tobacco retailer license pursuant to this chapter for each location at which that activity is to occur. Tobacco retailing without a valid tobacco retailer's license is a nuisance as a matter of law and a violation of this code.

(b) LAWFUL BUSINESS OPERATION. In the course of tobacco retailing or in the operation of the business or maintenance of the location for which a license issued, it shall be a violation of this chapter for a licensee, or any of the licensee's agents or employees, to violate any local, state, or federal law or regulation applicable to tobacco products, tobacco paraphernalia, electronic cigarette and vaping devices, and/or electronic cigarette and vaping accessories and/or tobacco retailing, including without limitation, the provisions of the California Uniform Controlled Substances Act relating to the sale and display of "drug paraphernalia" (specifically, Health and Safety Code Sections 11364 to 11376.5, as amended from time to time), Chapter 6.21 of this code relating to the possession, sale and distribution of synthetic drugs, and the Duarte Development Code, which sets forth operational requirements for tobacco shops and accessory tobacco uses.

(c) DISPLAY OF LICENSE. Each tobacco retailer license shall be prominently displayed in a publicly visible location at the licensed location.

(d) POSITIVE IDENTIFICATION REQUIRED. No person engaged in tobacco retailing shall sell, exchange, or transfer in any manner a tobacco product, tobacco paraphernalia, electronic cigarette and vaping devices, and/or electronic cigarette and vaping accessories to another person who appears to be under the age of twenty-seven years without first examining the identification of the recipient to confirm that the recipient is at least the minimum age under state law to purchase and possess the tobacco product, tobacco paraphernalia, electronic cigarette and vaping devices, and/or electronic cigarette and vaping accessories.

(e) MINIMUM AGE FOR PERSONS ENGAGING IN TOBACCO RETAILING. Person must be 21 and older to sell tobacco products, tobacco paraphernalia, electronic cigarette and vaping devices, and/or electronic cigarette and vaping accessories.

(1) No establishments may have an employee under 21 years of age.

(f) SELF-SERVICE DISPLAYS PROHIBITED. Tobacco retailing by means of a self-service display is prohibited.

(g) SALE, DISPLAY AND ADVERTISING FOR TOBACCO RETAILING PROHIBITED WITHOUT A VALID TOBACCO RETAILER LICENSE. A tobacco retailer or proprietor without a valid tobacco retailer license, including, but not limited to, a person whose license has been suspended or revoked:

(1) Shall not sell or offer to sell any tobacco products, tobacco paraphernalia, electronic cigarette and vaping devices, or electronic cigarette and vaping accessories.

(2) Shall keep all tobacco products, tobacco paraphernalia, electronic cigarette and vaping devices, and/or electronic cigarette and vaping accessories out of public view. The public display of any of these products in violation of this provision shall constitute tobacco retailing without a license under this chapter.

(3) Shall not display any advertisement relating to tobacco products, tobacco paraphernalia, electronic cigarette and vaping devices, and/or electronic cigarette and vaping accessories that promotes the sale or distribution of such products from

the tobacco retailer's location or that could lead a reasonable consumer to believe that such products can be obtained at that location.

SECTION 4: Section 5.09.060 of the Duarte Municipal Code is amended to read as follows:

5.09.060 – Issuance of license; term of license.

(a) LICENSE ISSUANCE. Upon the receipt of a complete application for a tobacco retailer’s license and the license fee required by this chapter, the department may issue a license unless one or more of the following bases for denial exists:

(1) The information presented in the application is inaccurate or false. Intentionally supplying inaccurate or false information shall be a violation of this chapter.

(2) The application seeks authorization for tobacco retailing at a location for which this chapter prohibits issuance of tobacco retailer licenses.

(3) The application seeks authorization for tobacco retailing for a proprietor to whom this chapter prohibits a license to be issued.

(4) The application seeks authorization for tobacco retailing that is prohibited pursuant to this chapter or that is unlawful pursuant to other provisions of this code, or that is unlawful pursuant to any other law.

(5) The applicant, or any officer, agent or owner of the applicant, if an entity, or manager of the tobacco retailer has been found in violation of this chapter, has had a prior license revoked or suspended by the city, and/or if any fines or fees owed to the city are delinquent.

(6) The applicant or any officer, agent or owner of the applicant, if an entity, or manager of the tobacco retailer has been found in violation of any state law relevant to such license application and/or has any relevant state license that has been revoked or currently suspended.

(7) If the city finds that issuance of the license would be contrary to this code, or that the operation or location of the business would be detrimental to public health, safety or welfare.

(b) TERM OF LICENSE. The term of a tobacco retailer license is one calendar year commencing on the date of issuance of the license unless earlier revoked pursuant to the provisions of this chapter.

(c) PAYMENT OF LICENSE FEE. A tobacco retailer license is invalid if the license fee as established by resolution of the city council has not been timely paid in full.

SECTION 5: Section 5.09.070 of the Duarte Municipal Code is amended to read as follows:

5.09.070 – License renewal and expiration.

(a) RENEWAL OF LICENSE. A tobacco retailer license is invalid upon the date of its expiration unless renewed prior to the expiration date. Each tobacco retailer shall apply for the renewal of his or her tobacco retailer license and submit the license fee no later than thirty days prior to expiration of the license term.

(b) To renew a tobacco retailer license, the proprietor must:

(1) Submit the license fee and application renewal form, and,

(2) Submit a signed affidavit affirming that the proprietor:

(A) Has not sold and will not sell any tobacco product or tobacco paraphernalia after the license expiration date and before the license is renewed.

(B) Has waited the applicable ineligibility period established for tobacco retailing without a license, as set forth in Section 5.09.130 before seeking renewal of the license.

(c) The city may refuse to renew a tobacco retailer license if any condition in Section 5.09.060 has been found by the city to exist.

SECTION 6: Section 5.09.120 of the Duarte Municipal Code is amended to read as follows:

(a) REVOCATION OF LICENSE FOR VIOLATION. In addition to any other penalty authorized by law, a tobacco retailer license shall be revoked if the licensee, or any of the licensee's officers, agents or employees, has violated any of the provisions, requirements, conditions, or prohibitions of this chapter or any conditions of the license itself, or has pleaded guilty, "no contest" or its equivalent, or admitted to a violation of any law pertaining to the display, sale, exchange, or transfer of any tobacco products, tobacco paraphernalia, electronic cigarette and vaping devices, and/or electronic cigarette and vaping accessories including but not limited to the requirements of Section 5.09.030. The revocation notice shall include the ground(s) for revocation and a statement of the right to appeal.

(b) APPEAL OF REVOCATION. A decision of the department to revoke a tobacco retailer license is appealable to the city manager or designee and must be filed with the city clerk within ten days of the date of mailing of the department's notification of revocation. Failure to properly and timely file such an appeal shall constitute a waiver of the right to appeal and a failure to exhaust administrative remedies. If such an appeal is made, it shall not stay enforcement of the appealed action except upon written request to, and decision in writing by, the city manager or designee that a stay would not be adverse to public safety, health or welfare. Any determination(s) by the city manager or designee shall be the final decision of the city. An appeal is not available for a revocation made pursuant to subsection (c) below.

(c) REVOCATION OF LICENSE WRONGLY ISSUED. A tobacco retailer's license shall be revoked if the department finds that one or more of the bases for denial of a license under Section 5.09.060 existed at the time application was made or at any time before the license issued. The decision by the department shall be the final decision of the city. Such a revocation shall be without prejudice to the filing of a new license application.

(d) NEW LICENSE AFTER REVOCATION. In addition to other applicable provisions of this chapter pertaining to obtaining a tobacco retailer license, the following requirements shall also apply in the situation where a proprietor or tobacco retailer seeks to obtain a new tobacco retailer license after such person or tobacco retailer has had a tobacco retailer license revoked:

(1) After revocation for a first violation of this chapter at a location within any sixty-month period, no new license may issue for the location until fifteen days have passed from the date of revocation.

(2) After revocation for a second violation of this chapter at a location within any sixty-month period, no new license may issue for the location until thirty days have passed from the date of revocation.

(3) After revocation for a third violation of this chapter at a location within any sixty-month period, no new license may issue for the location until one year has passed from the date of revocation.

(4) After revocation for four or more violations of this chapter at a location within any sixty-month period, no new license may issue for the location until five years have passed from the date of revocation.

SECTION 7: Section 5.09.140 of the Duarte Municipal Code is amended to read as follows:

5.09.140 – Enforcement.

(a) REMEDIES CUMULATIVE. The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity, and may be used in conjunction with, or in lieu of, each other remedy.

(b) EVIDENCE PROVIDED BY MINOR. Whenever evidence of a violation of this chapter is obtained in any part through the participation of a person under the age of eighteen years old, including but not limited to a youth decoy, such a person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this chapter and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.

(c) AIDING AND ABETTING. Causing, permitting, allowing, aiding, abetting, or concealing a violation of any provision of this chapter shall also constitute a violation of this chapter.

(d) VIOLATIONS ARE A PUBLIC NUISANCE. Any violation of this chapter is hereby declared to be a public nuisance. Each day a violation of this chapter exists constitutes a separate and distinct violation.

(e) OTHER PENALTIES AND REMEDIES. Notwithstanding any other penalty provided by this code or otherwise by law, any person who violates any provision of this chapter shall be guilty of a misdemeanor for each such violation punishable in accordance with Section 1.04.100 of this code. In addition, the city may enforce the provisions of this chapter by any means authorized by law, including but not limited to criminal and/or civil enforcement process including, without limitation, through nuisance abatement proceedings, restraining order, preliminary or permanent injunction, or by any other means available in law or equity.

(f) ADMINISTRATIVE FINES. Each person who violates any provision of this chapter shall be subject to an administrative fine in an amount up to $500 for the first violation and up to $1,000 for the second and each subsequent violation(s), pursuant to the procedure in Chapter 1.08 of this code.

(g) COSTS. In any proceeding or action under this chapter, including any appeal, reasonable attorneys' fees may be recovered by the prevailing party if the city elects, at the initiation of the action or proceeding, to seek its attorney's fees in the event it is the prevailing party; however, the award of attorneys' fees to a prevailing party shall not exceed the amount of reasonable attorneys' fees incurred by the city in the action or proceeding. In addition, the city may recoup its staff costs for investigating and enforcing violations, and providing notice in accordance with this chapter.

SECTION 8: Section 6.20.020 of the Duarte Municipal Code is amended to read as follows:

6.20.020 – Definitions.

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section as otherwise defined under state law:

(a) "Bar" means an area which is devoted to serving of alcoholic beverages and in which the service of food is only incidental to the consumption of such beverages.

(b) "City facility" shall apply to all buildings, facilities, yard, parking lot, land and other property that the city owns, leases, or operates for the purpose of conducting city business or providing city services, or that is otherwise under the control and jurisdiction of the city, including but not limited to, City Hall, the Community Center, the Senior Center, the Teen Center, the Public Safety Office, the City Yard, Andres Duarte Plaza and Parking Buildings (collectively, "city facilities" or individually as "city facility").

(c) “Employee” means any person who is employed by any employer for direct or indirect monetary wages or profit.

(d) “Employer” means any person who employs the services of any individual person.

(e) “Enclosed place of employment” means any place of employment with walls and a ceiling.

(f) “Motion picture theater" means any theater engaged in the business of exhibiting motion pictures.

(g) “Office workplace” means any enclosed area of a structure or portion thereof intended for occupancy by business entities which will provide primarily clerical, professional or business services to other business entities or to the public, at that location. Office workplace includes, but is not limited to, office spaces in office buildings, medical office waiting rooms, libraries, museums, hospitals and nursing homes.

(h) “Place of employment” means any place, and the premises appurtenant thereto, where employment is carried on, except a place over which the health and safety jurisdiction is vested by law in, and actively exercised by, any state or federal agency other than the division.

(i) “Private vehicle” means a vehicle that a person, other than the city, owns, rents, leases, or otherwise lawfully possesses or controls, and is not a public transportation vehicle.

(j) “Public park” means a mini-park, pocket park, neighborhood park, community park, regional park, playground, tot lot, sandbox, recreation center or facility, swimming pool, tennis court, basketball court, reservation or reserve area, preserve area, bikeway, trail, greenbelt, developed or undeveloped parkland, open space land, open space parcel, open space area, or other area or facility or land in the city devoted to active or passive recreation, that the city or other public entity owns, controls, operates, occupies, manages, or maintains, and includes, but is not limited to, all buildings, structures, facilities, fields, or equipment located therein or thereon.

(k) “Public property” means any building, parking structure, parking lot, utility lot, right-of-way, park, or open space, owned or maintained by the city, the County of Los Angeles, the State of California, the United States government, or other public entity.

(l) “Smoking” means the combustion of any cigar, cigarette, pipe, or any similar article, using any form of tobacco or other combustible substance in any form.

(m) “Transit station” and “transit stop” means a public transit station or stop the city or other public entity owns, controls, operates, occupies, manages, or maintains, and includes but is not limited to, an enclosed or nonenclosed platform, sidewalk, shelter, bench, or area where people wait for public transportation, such as a train, bus, shuttle, or taxicab, and also includes, but is not limited to, ancillary areas such as a restroom, kiosk area, ticket machine, bicycle parking area, storage locker area, and pedestrian path or walkway.

SECTION 9: Section 6.20.085 of the Duarte Municipal Code is amended to read as follows:

6.20.085 Smoking prohibited – public property, public parks, city facilities and immediately adjacent thereto.

No person may sell, consume, smoke, manufacture or distribute tobacco products, flavored tobacco products, electronic cigarettes or any electronic vaping accessory or device in the following places:

(a) On public property within the city.
(b) Within facilities on public property within the city.
(c) In any public park within the city.
(d) Within 25 feet of the furthest boundary of any of the above places, except for smoking in a private vehicle that is in motion on a public street or alley, to the extent allowed by state law. A vehicle is in motion if it is moving or if it is temporarily stopped at stop sign or red light.
(e) In any place prohibited by state or federal law.

SECTION 10: Section 6.20.100 of the Duarte Municipal Code is amended to read as follows:

6.20.100 - Tobacco vending machines prohibited.

No person shall place or maintain any automated, self-service or coin operated vending machine, stand, booth or other self-service concession of any kind that dispenses any tobacco product within the City of Duarte.

SECTION 11: Section 6.20.101 of the Duarte Municipal Code is added to read as follows:

6.20.101 - Electronic cigarette use prohibited.

The use of electronic cigarettes is prohibited wherever smoking of tobacco products is prohibited by law.

SECTION 12: Section 6.20.102 of the Duarte Municipal Code is added to read as follows:

6.20.102 - Electronic cigarette sale or distribution prohibited.

The sale or distribution of electronic cigarettes is prohibited wherever the sale of tobacco products is prohibited by law.

SECTION 13: Section 6.20.103 of the Duarte Municipal Code is added to read as follows:

6.20.103 - Sale or distribution of flavored tobacco products.

Except as exempted under state law, no person, including a tobacco retailer or any of the tobacco retailer's agents or employees, shall sell, offer for sale, or possess with the intent to sell or offer for sale, a flavored tobacco product, including any flavored cigarette, or tobacco product flavor enhancer.

(a) There shall be a rebuttable presumption that a cigarette is a flavored cigarette if a manufacturer or any of the manufacturer's agents or employees, in the course of their agency or employment, has made a statement or claim directed to consumer's or to the public that the cigarette has or produces a characterizing flavor, including, but not limited to, text, color, and/or images on the product's labeling or packaging that are used to explicitly or implicitly communicate that the cigarette has a characterizing flavor.

(b) Pursuant to Health and Safety Code section 104559.5(f)(1), any violation of this section shall be subject to an administrative fine, as follows:

(1) $500 for the first violation;

(2) $1,000 for the second violation within a five-year period;

(3) $1,200 for a third violation within a five-year period;

(4) $3,000 for a fourth violation within a five-year period;

(5) $5,000 for a fifth or subsequent violation within a five-year period.

(c) These remedies are intended to be cumulative and may be used in addition to, or in lieu of, any other remedy provided by this code.

SECTION 14: Section 6.20.104 of the Duarte Municipal Code is added to read in its entirety as follows:

6.20.104 - Prohibition of Online Flavored Tobacco Sales and Shipping Without Age Verification.

It is prohibited to sell flavored tobacco products through mobile or online sales to any individual within the city, or from any location within the city. Additionally, sales to individuals under 21 years of age, or shipments of any tobacco products without strict age verification that the person is at least 21 years of age, are strictly prohibited.

SECTION 15: Section 6.20.120 of the Duarte Municipal Code is amended to read as follows:

6.20.120 Enforcement.

(a) Remedies Cumulative. The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity, and may be used in conjunction with, or in lieu of, each other remedy.
(b) Evidence Provided by Minor. Whenever evidence of a violation of this chapter is obtained in any part through the participation of a person under the age of eighteen years old, including but not limited to a youth decoy, such a person shall not be required to appear or give testimony in any civil or administrative process brought to enforce this chapter and the alleged violation shall be adjudicated based upon the sufficiency and persuasiveness of the evidence presented.
(c) Aiding and Abetting. Causing, permitting, allowing, aiding, abetting, or concealing a violation of any provision of this chapter shall also constitute a violation of this chapter.
(d) Violations are a Public Nuisance. Any violation of this chapter is hereby declared to be a public nuisance. Each day a violation of this chapter exists constitutes a separate and distinct violation.
(e) Other Penalties and Remedies. Notwithstanding any other penalty provided by this code or otherwise by law, any person who violates any provision of this chapter shall be guilty of a misdemeanor for each such violation punishable in accordance with Section 1.04.100 of this code. In addition, the city may enforce the provisions of this chapter by any means authorized by law, including but not limited to criminal and/or civil enforcement process including, without limitation, through nuisance abatement proceedings, restraining order, preliminary or permanent injunction, or by any other means available in law or equity.
(f) Administrative Fines. Except as otherwise expressly provided herein, each person who violates any provision of this chapter shall be subject to an administrative fine in an amount up to $500 for the first violation and up to $1,000 for the second and each subsequent violation(s), pursuant to the procedure in Chapter 1.08 of this code.
(h) Costs. In any proceeding or action under this chapter, including any appeal, reasonable attorneys' fees may be recovered by the prevailing party if the city elects, at the initiation of the action or proceeding, to seek its attorney's fees in the event it is the prevailing party; however, the award of attorneys' fees to a prevailing party shall not exceed the amount of reasonable attorneys' fees incurred by the city in the action or proceeding. In addition, the city may recoup its staff costs for investigating and enforcing violations, and providing notice in accordance with this chapter.

SECTION 16: Sections 6.20.130 and 6.20.140 of the Duarte Municipal Code are deleted.

SECTION 17: If any section or provision of this Ordinance is for any reason held to be invalid, unconstitutional, illegal, or unenforceable by any court of competent jurisdiction, or contravened by reason of any preemptive legislation, then such section or provision shall be severed and shall be inoperative, and the remainder of this Ordinance shall remain in full force and effect. The City Council declares that it would have adopted each section of this Ordinance independent of the other sections.

SECTION 18: The City Council finds and determines that this ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines, California

Code of Regulations, Title 14, Chapter 3, Sections 15060(c)(2) and 15060(c)(3) because the activity will not result in a direct or reasonably foreseeable indirect physical change in the environment, the activity is not a project as defined in Section 15378 of the CEQA Guidelines, and the ordinance has no potential for resulting in physical change to the environment, directly or indirectly. Therefore, no environmental assessment is required or necessary.

SECTION 19: This Ordinance shall become effective thirty (30) days following its second reading.

APPROVED AND ADOPTED THIS ___ DAY OF _______________ 2024.

____
Vinh Truong
Mayor

APPROVED AS TO FORM:

____
Thai Viet Phan
City Attorney

ATTEST:

____
Annette Juarez
City Clerk

State of California)
County of Los Angeles)
City of Duarte)

I, Annette Juarez, City Clerk of the City of Duarte, do hereby certify that the forgoing Ordinance No. 928 was duly adopted by the City Council at a meeting held on the __ day of ____________ 2024, by the following votes:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSTAIN: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

____
ANNETTE JUAREZ, CITY CLERK

Agenda Item: **7.K.**

AGENDA REPORT

MEETING DATE:	December 10, 2024
TO:	Mayor and Members of the City Council
FROM:	Larry Breceda, Director of Public Safety
SUBJECT:	Approve Public Safety Director CACEO Conference Hotel Related Expenses
RECOMMENDATION:	Staff recommends that the City Council approve the reimbursement of hotel-related expenses in the amount of $508.89.
FISCAL IMPACT:	None, Budgeted item in the fiscal year 24/25 annual budget

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BACKGROUND

Director Larry Breceda was elected as the California Association of Code Enforcement Officers (CACEO) Region 5 (Los Angeles County) Board of Directors representative by its members in 2010 for a two-year term. At the conclusion of his term, he was elected by the Board of Directors to serve on the Executive Board as Treasurer in 2012, serving successive one-year terms. In 2014, he was elected President of the organization. After serving two terms as President, he was reelected to the Executive Board as Treasurer, where he continues to serve in this capacity.

DISCUSSION/ANALYSIS

As Treasurer, Director Breceda is responsible for presenting financial reports to the CACEO membership during the Annual Code Conference. These presentations occur during the morning sessions of the conference. Additionally, his role requires him to attend evening events to host members, oversee fiduciary responsibilities related to event expenditures, address member inquiries, and respond to any situations that may arise overnight.

For his efforts, CACEO covers his conference attendance fees and has requested that his employing agency, the City of Duarte, reimburse his hotel-related expenses. The conference location changes annually and alternates between Northern and Southern California. This year, the event took place in Long Beach, approximately 35 miles from Duarte.

Per the City's reimbursement policy, City Council approval is required for hotel-related expenses when the event is within 50 miles of Duarte. Accordingly, approval is sought for reimbursement of these expenses, which totaled $508.89.

RECOMMENDATION

Staff recommends that the City Council approve the reimbursement of hotel-related expenses in the amount of $508.89.

FISCAL IMPACT

None. This is a budgeted item in the FY 2024/25 Annual Budget.

ATTACHMENTS

None

Fiscal Review:

Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:

Brian Villalobos
City Manager

Agenda Item: **9.A.**

AGENDA REPORT

MEETING DATE:	December 10, 2024
TO:	Mayor and Members of the City Council
FROM:	Craig Hensley, Community Development Director
BY:	Tina Gall, LDM Associates, Inc., Community Development Block Grant Consultant
SUBJECT:	Community Development Block Grant (CDBG) Program - Consideration to approve the City of Duarte's CDBG Proposed Program for Fiscal Year (FY) 2025-2026 (July 1, 2025 – June 30, 2026)
RECOMMENDATION:	Staff recommends that the City Council: 1. Conduct a Public Hearing and receive public testimony; 2. Allocate approximately \$130,000 in FY 2025-2026, plus unspent, carry-over CDBG funds in the amount of approximately \$10,800, for a total of \$140,800 to implement a new FY 2025-2026 CDBG Project, Installation of Americans with Disabilities Act-Compliant (ADA) Curb Ramps; 3. Authorize the City Manager, or designee, to execute all necessary contract documents in a form approved by the City Attorney; and, 4. Authorize staff the ability to make adjustments due to changes in CDBG funding allocations and/or as needed due to programmatic interpretations by the Los Angeles County Development Authority (LACDA)
FISCAL IMPACT:	The City anticipates receiving allocation of approximately \$130,000 in FY 2025-2026 CDBG Funds plus unspent, carry-over CDBG funds in the amount of approximately \$10,800 for a total of \$140,800

BACKGROUND

Duarte has been a participating city in the Los Angeles County Development Authority's (LACDA) federal Community Development Block Grant (CDBG) Program for many years. The City's annual allocation of federal CDBG funds previously supported the successful construction of Americans with Disabilities Act (ADA) compliant improvements to City Hall, city streets, sidewalks and curb ramps. The mission of the CDBG Program is to principally benefit low and moderate income persons, aid in the prevention of neighborhood deterioration and meet other urgent community development needs.

The Los Angeles County Development Authority (LACDA) requires participating cities to submit the proposed use of their annual CDBG allocation by February 3, 2025, including general project descriptions, budgets, and documentation of Council action and proof of public meeting notification. For purposes of budgeting, the estimated Fiscal Year (FY) 2025-2026 CDBG allocation will be approximately $130,000. The City's final CDBG allocation will be announced by LACDA in spring 2025, and may vary within two to five percent, depending upon final federal budget appropriations.

DISCUSSION/ANALYSIS

Proposed 2025-2026 Duarte CDBG Project - Americans with Disabilities Act-Compliant (ADA) Curb Ramps

It is recommended that the City use its FY 2025-2026 CDBG funds to initiate a new CDBG project, entitled, "Duarte Americans with Disabilities Act-Compliant (ADA) Curb Ramps". Approximately 10-15 ADA-Compliant Curb Ramps are expected to be installed throughout the City.

Table 1 - Proposed Duarte ADA-Compliant Curb Ramps CDBG Project and Budget	
2025-2026 Estimated CDBG Funds	**$130,000**
Unspent Carry-Over CDBG Funds	**$ 10,800**
***Total CDBG Program Funding**	**$140,800**
***Note:** Staff requests that the City Council's recommendation include language giving staff the ability to make adjustments to projects, due to programmatic interpretations by LACDA and final funding allocations.	

A portion of the total CDBG Project budget will be used for CDBG Administration and federal labor standards compliance services. The City will continue to use LDM Associates, Inc., a qualified consulting firm, to provide professional CDBG Program Administration and federal labor standards compliance services to ensure that federal CDBG Program requirements are met.

RECOMMENDATION

Staff recommends that the City Council:

1. Allocate $130,000 in 2025-2026 CDBG funds plus unspent, carry-over CDBG funds in the amount of $10,800, for a total of $140,800 to implement a new CDBG Project, entitled, "Installation of Americans with Disabilities Act-Compliant (ADA) Curb Ramps";
2. Authorize the City Manager, or designee, to execute all necessary contract documents in a form approved by the City Attorney; and,
3. Authorize staff the ability to make adjustments due to changes in CDBG funding allocations

and/or as needed due to programmatic interpretations by the Los Angeles County Development Authority (LACDA).

FISCAL IMPACT

Allocation of $130,000 in 2025-2026 CDBG funds plus unspent, carry-over CDBG funds in the amount of $10,800, for a total of $140,800.

Fiscal Review:	**Reviewed and Approved:**
Kristen Petersen Assistant City Manager/ Director of Administrative Services	Brian Villalobos City Manager

City of Duarte

Agenda Item: **10.A.**

AGENDA REPORT

MEETING DATE:	December 10, 2024
TO:	Mayor and Members of the City Council
FROM:	Brian Villalobos, City Manager
BY:	Andres Rangel, Assistant to the City Manager
SUBJECT:	Receive and File the Chamber of Commerce Annual Report
RECOMMENDATION:	It is recommended that the City Council receive and file the Chamber of Commerce Annual Report
FISCAL IMPACT:	No financial impact.

BACKGROUND AND ANALYSIS

The Duarte chamber of Commerce executive team will be presenting its annual report regarding its financial state as well as accomplishments made in 2024.

RECOMMENDATION

It is recommended that the City Council receive and file the Chamber of Commerce Annual Report.

FISCAL IMPACT

No financial impact.

ATTACHMENTS

None

Fiscal Review:

Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:

Brian Villalobos
City Manager

AGENDA REPORT

MEETING DATE:	December 10, 2024
TO:	Mayor and Members of the City Council
FROM:	Brian Villalobos, City Manager
BY:	Andres Rangel, Assistant to the City Manager
SUBJECT:	Approval of the FY 2024-25 Duarte Chamber of Commerce Services Agreement
RECOMMENDATION:	Staff recommends that the City Council approve the FY 2024-25 Services Agreement Term Extension in the amount of $32,000 with the Duarte Chamber of Commerce through June 30, 2025.
FISCAL IMPACT:	The FY 2024-25 budget included funding for the first six months of the fiscal year for the Chamber in anticipation of the completion of the assessment. As a result, if approved, a budget amendment of $32,000 to account #1020-7710 is needed.

BACKGROUND

For over four decades, the City has authorized the City Manager to enter into an agreement with the Duarte Chamber of Commerce for general services and business community support.

In July, The City extended its agreement with the Chamber of Commerce through December 31, 2024. Part of the agreement included allocating $32,000 to cover the Chamber of Commerce operational expenses with a one-time payment that was disbursed in July. The City would then hire a consultant to complete an assessment, and recommend actions that the Chamber can implement in its upcoming and future agreements.

DISCUSSION/ANALYSIS

The Current Chamber of Commerce agreement will expire December 31, 2024. Therefore, a term extension is needed to extend the term through June 30, 2025. The agreement will allocate an additional $32,000 to cover Chamber expenses through the end of the fiscal year.

In addition to the agreement allocation, the City will continue to pay for the Chamber's monthly lease, which is $1,750 per month, or $10,500 from January through June 30, 2025.

In November, Stratiscope completed its report, and recommended actions the Chamber can take to operate more effectively and in line with Duarte small business needs. The report was followed by an outline of recommended activities for the Chamber. City staff has been working with the Chamber board to discuss the feasibility and resources needed to achieve those activities. For this agreement, the City revised the current scope of work to include activities that the Chamber can immediately implement.

Recommended activities from Stratiscope that are included in this scope of work include the following:

- Welcome all new businesses to Duarte through in person visits, telephone, email, or letter and respond to requests for additional information;
- Publicize and promote (via eBlasts and social media) business special events, community special events, promotions, for members and non-members;
- Host a website with an updated directory of businesses, resources for businesses, and a calendar of events;
- Utilize social media to promote business to business information and activities;
- Continue to reach out to ALL businesses in Duarte to determine what's working and what can be improved, and develop a practical strategy of working together for improvement;
- Organize networking events (e.g. mixers, luncheons, coffees, etc.) where members can meet potential clients, partners, and collaborators, typically monthly;
- Update businesses regarding resources, including SBA workshops, SBDC Resources, SCORE counseling, and compliance workshops for new or existing regulations or ordinances;
- Provide business referrals to members through a "member directory" and referrals for potential customers seeking specific goods or services;
- Provide marketing and advertising support to assist local businesses with marketing efforts, including providing promotional opportunities, advertising in newsletters, or hosting joint marketing campaigns;
- Host ribbon cutting ceremonies to increase visibility for local businesses; and
- Function as a liaison between businesses and local government, helping to address regulatory issues, infrastructure needs, and other challenges that affect the business community.

The City will continue working with the Chamber Board to achieve the remaining recommended activities in future agreements and the Chamber Board will present their business plan for 2025-26 at the City's Annual Budget meeting in May of 2025.

RECOMMENDATION

Staff recommends that the City Council approve the FY 2024-25 Services Agreement in the amount of $32,000 with the Duarte Chamber of Commerce through June 30, 2025.

FISCAL IMPACT

The FY 2024-25 budget included funding for the first six months of the fiscal year for the Chamber in anticipation of the completion of the assessment. As a result, if approved, a budget amendment of $32,000 to account #1020-7710 is needed.

ATTACHMENTS
Attachment A. Chamber of Commerce Services Agreement
Attachment B. Stratiscope Recommended Activities

Fiscal Review:

Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:

Brian Villalobos
City Manager

SERVICES AGREEMENT

BY AND BETWEEN

THE CITY OF DUARTE AND THE DUARTE CHAMBER OF COMMERCE

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") is made and effective as of December 10, 2024 ("**Effective Date**"), by and between the City of Duarte ("**City**"), and the Duarte Chamber of Commerce, a California corporation (hereinafter referred to as "Chamber"):

RECITALS

WHEREAS, the City and Chamber desire to work collaboratively in the support and promotion of the Duarte business community; and

WHEREAS, the City and Chamber agree that only by working collaboratively can they serve the needs of the business community, create an environment where business can succeed and prosper, and enable all members of the community to benefit from the results.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein and made a part hereof, and of the mutual promises and covenants hereinafter contains, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do hereby agree as follows:

SECTION 1. AGREEMENT TERM; COMPENSATION. This Agreement shall be effective for the period **January 1, 2025, through June 30, 2025** ("Agreement Term"). The City shall pay the Chamber the sum of **Thirty Two Thousand Dollars ($32,000)** ("Compensation"), which shall be paid in one installment by January 31, 2025.

The Chamber shall place the Compensation set forth in Section 1 in a separate account from other Chamber revenues. This Compensation shall not utilize to pay for the cost of fabricating, producing, printing, mailing, or distributing any tangible items including Chamber publications, including, but not limited to, newspapers such as and including the Duarte View, newsletters, flyers, or any DVDs, CDs, or videotapes which would constitute a "mass mailing" under Government Code Section 18901 of the Regulations of the Fair Political Practices Commission of the State of California (2 C.C.R. § 18901).

SECTION 2. CHAMBER'S ROLE AND PURPOSE

The following additional terms are hereby agreed by Chamber and City:

A. That the Chamber is a non-profit business organization.

B. That the Chamber is the voice and the advocate for its members and, as such, is charged with the responsibility of keeping its members informed and updated on issues that affect the business community.

C. That it is appropriate for the Chamber to speak on behalf of its members and advocate for the interests, desires, and concerns of its members.

D. That the Chamber will provide its members with a forum for the discussion of issues affecting the business community.

E. As an organization representing the business community, the Chamber is bound to bring to the attention of the City its organizational positions on issues of importance to its members.

F. That through discussion, led by a mutual desire to work harmoniously together, the City and the Chamber will endeavor to seek avenues for consensus and solutions to problems that negatively impact the local business community.

G. That despite the best efforts on the parts of the City and the Chamber, there will be times when the City and the Chamber may take adverse positions. The parties agree when the City and Chamber disagree on issues to do so with respect for differing opinions and positions.

H. The Chamber shall not endorse City Council candidates for election.

SECTION 3. SCOPE OF SERVICES.

The Chamber agrees to provide the following services listed in Exhibit A, which is incorporated herein. The Duarte City Manager shall have the authority to waive any program or services as they deem appropriate.

SECTION 4. TERMINATION.

This Agreement shall automatically expire upon conclusion of the Agreement Term. This Agreement may be earlier terminated by either party giving the other written notice of the desire to terminate the Agreement sixty (60) days prior to the intended date of termination; provided, however, that if the termination is due to a material breach by a party of the terms of this Agreement, and such breach remains uncured for a period of thirty (30) days after written notice is given to the party in breach, then the sixty (60) day period shall not apply and the termination may, at the discretion of the non-breaching party, be effective immediately upon delivery of written notice of termination to the breaching party following the described thirty (30) day cure period. In the event of termination, the Chamber shall be entitled to a pro-rata share of the unpaid and due Compensation earned to the earlier of (i) the date of termination or (ii) the date of uncured breach. Subject to the foregoing, the rights, duties, and responsibilities of both the City and the Chamber under this Agreement shall continue until the date of termination.

SECTION 5. CALIFORNIA LAW.

This Agreement shall be governed by the internal laws of the State of California without regard to principles of conflicts of law. The Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the parties hereto concerning this Agreement.

SECTION 6. LITIGATION MATTERS; ATTORNEYS' FEES.

In addition to any other rights or remedies, either party may take legal action in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding anything in this Agreement to the contrary, in no event shall Chamber be entitled to economic or consequential damages or to punitive damages. In the event of any litigation arising from or related to this Agreement, the prevailing party shall be entitled to recover all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other related expenses.

Service of process on City shall be made in the manner required by law for service on a public entity. Service of process on Chamber shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

SECTION 7. MANAGEMENT.

The City's City Manager and Chamber's President/CEO shall represent City and Chamber, respectively, in all matters pursuant to the administration of this agreement. The Chamber's communications with the City shall be routed through the City Manager and authorized City staff.

SECTION 8. RECORDS.

Chamber shall provide the City with (i) a copy of its monthly financial report, which shall include at a minimum a balance sheet and an income/expenses statement, and (ii) a quarterly activity report.

SECTION 9. INDEMNITY.

Chamber shall indemnify, defend, and hold harmless the City from and against all damages and liability caused by the negligent actions or willful misconduct of the Chamber, or its officer, officials, employees, agents, or representatives acting in an official capacity with legal counsel approved by the City, and such approval shall not be unreasonably withheld. Chamber shall not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the City, or any of its officers, officials, employees, agents, or representatives acting in an official capacity.

SECTION 10. INSURANCE.

Without limiting Chamber's indemnification obligations as set forth in this Agreement, the Chamber shall procure and maintain, at its sole cost and expense, during the entire term of this Agreement including any extension thereof, the following policies of insurance: (a) Commercial

General Liability insurance written on a per occurrence basis in an amount not less than $1,000,000 per occurrence; (b) Business Auto Coverage written on a per accident basis in an amount not less than $1,000,000 per accident (if Chamber has owned or leased vehicles), and if Chamber's employees use personal autos in connection with the performance of work under this Agreement, Chamber shall provide evidence of personal auto liability coverage for each such employee, and (c) if applicable, Worker's Compensation insurance providing statutory benefits as required by California law. All of the insurance policies except the personal auto policies and Worker's Compensation policies shall be endorsed to name City and its officers, officials, employees, agents, and representatives as additional insureds. No work or services under this Agreement shall commence until the Chamber has provided the city with Certificates of Insurance evidencing the above insurance coverages and said Certificates of Insurance are reasonably approved by the City.

Certificates are to reflect that the insurer will provide 30 days' written notice to City of any cancellation of coverage. In the event any of said policies of insurance are reduced in limits or canceled for any reason, the Chamber shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Paragraph. Chamber agrees to provide immediate notice to City of any claim or loss against Chamber arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice but has the right to monitor the handling of any such claim or claims if they are likely to involve City.

SECTION 11. NO JOINT VENTURE; NO BENEFITS.

By this Agreement neither City nor Chamber are entering into a joint venture, or any other corporate or business entity, with the other. City and Chamber are and shall remain independent entities. No employee benefits shall be available to Chamber or any employee of Chamber in connection with the performance of this Agreement. Except for the City's payment to Chamber as defined in this Agreement, City shall not pay salaries, wages, or other compensation to Chamber for performing services hereunder for City. City shall not be liable for compensation or indemnification to chamber for injury or sickness of any employee arising out of performing services hereunder.

SECTION 12. COVENANT AGAINST DISCRIMINATION.

Chamber covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry.

SECTION 13. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES.

No officer, official, employee, agent, representative, or volunteer of the City shall be personally liable to the Chamber, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Chamber or to its successor, or for breach of any obligation of the terms of this Agreement.

2. SECTION 14. NOTICES.

Any notices which either party may desire to give or may be required to give to the other party under this Agreement must be in writing and may be given either by (a) personal service, or (b) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (c) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

If to City:	City of Duarte City Manager's Office 1600 Huntington Drive Duarte, California 91010
If to Chamber:	Duarte Chamber of Commerce PO Box 1438 Duarte, CA 91009 Attn: Chamber President

Notices are personally delivered or delivered by a delivery service shall be effective upon receipt. Notices delivered by mail shall be effective on the next business day following deposit made the United Stated Postal System prior to 6:00 p.m. A "business day" is a day when Duarte City Hall is open for business to the general public.

SECTION 15. INTERPRETATIONS; ENTIRE AGREEMENT.

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect.

SECTION 16. REPRESENTATIONS AND WARRANTIES.

The persons executing this Agreement on behalf of each of the parties hereto represent and warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

SECTION 17. SEVERABILITY.

In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

IN WITNESS WHEREOF, the parties have executed this instrument to be effective as of the Effective Date.

[Signatures on following page.]

CITY OF DUARTE	**DUARTE CHAMBER OF COMMERCE**
________________________________	________________________________
By: Brian Villalobos	By: Greg Endelman
Its: City Manager	Its: Chamber President
Date: ____________________________	Date: ____________________________

ATTEST

____
City Clerk

Date: ____________________________

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

____
City Attorney, City of Duarte

Date: ____________________________

EXHIBIT A

SCOPE OF SERVICES

General Services

1. Maintain regular office hours with qualified personnel.
2. Favorably advertise Duarte as a place to do business and extol advantages of the City.
3. Confer with businesses to do business in Duarte.
4. Welcome all new businesses to Duarte through in-person visits, telephone, email, or letter and respond to requests for additional information. City will provide DCoC with a list of new businesses getting a business license monthly.
5. Provide the Chamber's financial updates to the city council quarterly.
6. Include news and other information provided by the city in its various publications.
7. Utilize social media and eblasts to publicize and promote business information and activities, special events, and promotions from members and non-members.
8. Strive to be the Resource Center for Duarte by marketing the Duarte Chamber website and making the Chamber's event Calendar available to regional community groups and Chamber members to announce their special events.
9. Continue to reach out to all businesses in Duarte to determine what's working, what can be improved, and what challenges are affecting the business community at least monthly after obtaining a list of all businesses, addresses and contact number.

Business Development/Economic Development Component

1. **DuarteChamber.com Website:** Expand Chamber member exposure to the overall business community and beyond through enhanced features of the DuarteChamber.com website, such as:
    a. A webpage within the DuarteChamber.com domain;
    b. A domain and email address for Chamber members who do not have one;
    c. The ability to post their own specials, menus, coupons, etc. and easily change them on their own webpage.
    d. Have a page available for links to businesses that are posting employment opportunities or a Job fair semi-annually.
2. **Collaboration with Other Organizations:**
    a. Meet regularly with designated City Representative to continue to ensure collaboration with City Hall.
    b. Work with City and regional community partners to identify and collaborate on programs, events, and seminars that benefit Duarte businesses such as SBA workshops, SBDC Resources, SCORE counseling, and new or existing regulations or ordinances.
3. **Referral Service:** The Chamber shall recommend its members to callers askingfor goods and services.
4. **Publicity and Promotion:** Activities include Chamber mixers, ribbon-cutting business openings, announcements by email, publication of print and/or digital media.

5. **Networking:** The Chamber shall establish Committees and present various Chamber functions to provide members with an opportunity to meet and work with other members of the business, civic, and residential community.
10. **Information:** The Chamber shall serve as the hub for business resources and provide all who inquire with information about business opportunities within the City. The Chamber shall respond to a variety of queries from the general public regarding the community.
11. **Business Assistance:** The Chamber shall assist the City in recruiting new businesses, helping new businesses open, and support the success of existing businesses by serving as an ombudsman to provide assistance between prospective and existing businesses and the City.
12. **Advertising:** The Chamber shall provide marketing and advertising support to assist local businesses with marketing efforts, including but not limited to providing promotional opportunities, advertising in newsletters, or hosting joint marketing campaigns, through print and/or digital media, the Chamber website, email, and the Duarte Business Directory

Event Coordination (Optional)

1. Breakfast with the Mayor

The Duarte Chamber of Commerce plays an essential role in supporting and promoting local businesses, fostering a healthy business environment, and supporting a strong community overall. Here are 31 potential activities that the Chamber could perform:

1. Welcome all new businesses to Duarte through in-person visits, telephone, email, or letter and respond to requests for additional information.
2. Publicize and promote (via eBlasts and social media) business special events, community special events, promotions, for members and non-members;
3. Host a website with an updated directory of businesses, resources for businesses, and a calendar of events.
4. Act as an ombudsman to provide assistance between prospective and existing businesses and the City of Duarte
5. Utilize social media to promote business-to-business information and activities
6. Facilitate monthly governmental affairs meeting, with updates from elected officials and their representative
7. Continue to reach out to ALL businesses in Duarte to determine what's working and what can be improved, and develop a practical strategy of working together for improvement;
8. Provide one-on-one business communication in English and Spanish
9. Promote and/or sponsor civic and business events to market the advantages and opportunities of Duarte, including
    a. Public events to bring the community together to support local businesses (e.g. “Taste of…” or Small Business Saturday event)
    b. Events that brings business and civic leaders together to connect and address critical issues (e.g. a women’s summit or future of healthcare conference)
    c. Community building public events that create a stronger sense of belonging and identity in Duarte (e.g. community festivals)
10. Organize networking events (e.g., mixers, luncheons, coffees, etc.) where members can meet potential clients, partners, and collaborators, typically monthly.
11. Update businesses regarding resources, including SBA workshops, SBDC Resources, SCORE counseling, and compliance workshops for new or existing regulations or ordinances.
12. Host a brokers/developers forum to understand key needs and coordinate to attract companies to fill vacancies
13. Work with City staff to recruit new businesses, help new businesses open, and support the success of existing businesses
14. Engage out-of-city business owners, referral sources, investors, and brokers to attract retailers, commercial businesses, and investment to the area.
15. Provide business referrals to members through a "member directory" and referrals for potential customers seeking specific goods or services.
16. Offer and promote educational workshops and seminars, including training sessions, webinars, and workshops on topics like marketing, finance, technology, leadership, and legal compliance to help businesses grow and improve.

17. Provide marketing and advertising support to assist local businesses with marketing efforts, including providing promotional opportunities, advertising in newsletters, or hosting joint marketing campaigns.
18. Host ribbon-cutting ceremonies to increase visibility for local businesses.
19. Function as a liaison between businesses and local government, helping to address regulatory issues, infrastructure needs, and other challenges that affect the business community.
20. Offer programs that help businesses recruit, train, and retain talent, including job fairs, apprenticeship programs, or partnerships with local schools and universities.
21. Promote local tourism through campaigns, initiatives, and events that attract visitors to the area.
22. Develop a “give-back” program to encourage businesses to support local causes through donations and volunteer efforts, helping businesses establish themselves as active and responsible community members.
23. Host a Day of Service to engage businesses and community volunteers in civic projects that improve the community (e.g. clean-ups, beautification projects, etc.)
24. Develop mentorship programs where experienced business leaders guide and support newer entrepreneurs or small business owners.
25. Host a business recognition program to recognize outstanding businesses and leaders in the community, boosting their reputation and visibility.
26. Establish partnerships with local schools, colleges, and universities to provide educational programs that meet business needs, such as workforce training or internship programs.
27. Help businesses navigate the process of obtaining certifications (such as minority-owned, women-owned, or green certifications) to help them expand their market reach.
28. Act as a media liaison to respond to media requests and pitch stories for coverage, including drafting releases and advisories and contacting media outlets
29. Writing regular news stories about businesses that can be used by the City and online to tell the story of Duarte and educate residents on important business activities.
30. Develop a marketing website to promote the leading sector or cluster in the City for this unique offering.
31. Convene specific industry clusters that have critical or emerging representations in the City to strengthen and grow those sectors, including joint activities, programs, and promotions.

Agenda Item: **10.C.**

AGENDA REPORT

MEETING DATE:	December 10, 2024
TO:	Mayor and Members of the City Council
FROM:	Brian Villalobos, City Manager
BY:	Andres Rangel, Assistant to the City Manager
SUBJECT:	Burrtec Waste 2023 Annual Performance Review and 2025 Rate Review
RECOMMENDATION:	Staff recommends that City Council approve both the Burrtec Waste Services 2023 Annual Performance Review and Amendment No. 16 to the "Municipal Solid Waste, Recyclables and Green Waste Services Agreement Between the City of Duarte and Burrtec Waste Services," setting the refuse collection and recycling rates shown in the attached schedule to become effective January 1, 2025 and adding the required SB 1383 contract amendment.
FISCAL IMPACT:	If proposed, the proposed rate increases would be put into effect January 1, 2025, resulting in an overall increase in City franchise fee revenue for both residential and commercial services.

BACKGROUND

Per the provisions of Amendment No. 9 of Duarte's Municipal Solid Waste Agreement, City staff evaluates the prior-year performance of Burrtec Waste Services (Burrtec) and reviews Burrtec's request for a rate adjustment, annually. If the City Council approves the Performance Review and rates, Burrtec's 10-year contract is extended for an additional year and waste rates go into effect January 1st of the following year.

Staff's evaluation finds that Burrtec's 2023 performance complies with the current "Municipal Solid Waste, Recyclables and Green Waste Services Agreement Between the City of Duarte and Burrtec Waste Services" (Agreement).

To assess 2025 proposed rates, Staff worked with the City's SB 1383 implementation consultant, R3, to review the cost data and the rate increase information submitted by Burrtec. With R3's assistance, staff confirmed that the cost calculations are consistent with the provisions in the Agreement and that the rate adjustments Burrtec is seeking are comparable to adjustments being made statewide due to increases caused by SB 1383 implementation and outside factors beyond Burrtec and the City’s control. The rate adjustments being proposed consist of the following:

- Service CPI of 3.29 percent increase
- Fuel Index: Compressed Natural Gas at –(6.93) percent decrease
- City Recycling Fees eliminated: Programs no longer subsidized
- Disposal and Processing Components
    - Trash: $4.29 amount increase
    - Mixed Organic Waste: $7.81 amount increase
    - Recyclables: $25.82 amount decrease
- SB 1383 Program Cost Component: $0.15 amount increase

Staff concluded that Burrtec's request for an 3.70 percent residential increase, effective January 1, 2025, is justified.

A refuse survey conducted in October 2024 shows that the City of Duarte's refuse rates are among the lowest one-third of cities surveyed in the San Gabriel Valley for residential services, even with the proposed rate increase.

The current contract does not address the state mandated collection and processing of organic waste required by SB 1383. To meet the State’s mandate, Staff worked with the City’s SB 1383 implementation consultant R3 and Burrtec to amend the Franchise Agreement.

City staff is recommending that the City Council approve Burrtec' s 2023 Performance Review of services, 2025 rate request, and Agreement Amendment No. 16 which would comply with SB 1383, extend the contract period to December 31, 2034, and put into effect new waste rates as of January 1, 2025.

PERFORMANCE REVIEW BACKGROUND

Burrtec is required to submit to the City prior to October 1st of each calendar year the agreed-upon documentation for the City to complete an Annual Performance Review. Staff must review the documentation and meet with Burrtec to discuss and provide any performance feedback prior to December 15th of that calendar year. Once this process is complete, the document is presented to Council for acceptance. The current Agreement has an end date of December 31, 2033. Pursuant to section 3.0l(d) of Amendment No. 9, this period automatically extends for one year with a new end date of December 31, 2034, if City Council approves and accepts the 2023 Annual Performance Review.

The Public Services Commission received a presentation on the performance review at a Meeting held on November 13, 2024. They did not have any concerns or feedback regarding the Performance Review.

The 2023 Burrtec Waste Services Annual Performance Review is an approximately 80-page document detailing 13 performance elements including exhibits and findings. It focuses on the period of January 1, 2023, through December 31, 2023. The performance elements are as follows:

- Payment of fees to the City
- No charge of services to City facilities
- Offering specialty services
- Providing a high level of customer service
- Licenses
- Insurance/bonds
- Monthly waste generation reports
- Education and outreach
- Operations
- Vehicles
- Mandatory commercial and multi-family recycling
- Mandatory commercial organics Assembly Bill 1826 ("AB 1826")
- Short-Lived Climate Pollutant Reduction Strategy SB 1383

Burrtec Waste Services met expectations in 2023 for all performance standards. A few highlights include:

- Fulfilling 1,789 bulky item/e-waste collection requests equating to 248 tons of bulky items/e-waste materials;
- Collecting 105 pounds of sharps from residential customers;
- Partnering on community clean-up events on May 13th (41 tons collected, 11 tons of compost distributed) and October 18th (46 tons collected, 10 tons of compost distributed);
- Implementation of SB 1383 programs for compliance.

Assembly Bill 341 - Mandatory Commercial/Multi-family Recycling (AB 341) Compliance: Mandatory Commercial Recycling compliance of commercial and multi-family unit accounts increased from about 94 percent in 2022 to about 99 percent in 2023. Progress in compliance is largely due the substantial amount of outreach and education Burrtec and the City disseminate to its multi-family and commercial accounts. Non-compliance mailings were also sent out to non-compliant accounts, which resulted in customers requesting a no charge waste assessment to determine the ideal solid waste, disposal, and recycling services programs for their specific generation volumes.

Assembly Bill 1826 - Mandatory Commercial Organics (AB 1826) Compliance: Businesses that generated two cubic yards or more of organic waste per week were required to arrange for organic waste recycling services. Compliance across all accounts increased from 2022 to 2023. Compliant food waste and green waste accounts increased from 90 percent to 100 percent. Compliant green waste accounts of five or more units increased from 94 percent to 100 percent. Like AB 341, ample outreach was conducted to accounts such as mailing newsletters to all commercial and multi-family accounts in April and October 2023, as well as non-compliance mailers to commercial accounts who were not subscribed to an organics program.

Senate Bill 1383 – Short-Lived Climate Pollutant Reduction Strategy (SB 1383): SB 1383 is intended to improve air quality by reducing greenhouse gas emissions from organic waste disposal by separating and recycling organic waste, recovering and redistributing edible food, conserving natural resources, and preserving limited landfill space. In 2023, almost 93 percent commercial food waste accounts were compliant. All multi-family accounts were compliant. SB 1383 education and outreach was similar to both AB 1826 and AB 341 outreach strategies.

PERFORMANCE REVIEW FINDINGS

Overall, Burrtec continues to comply with its Agreement and provides excellent customer service based on the provided documentation and the independent research of the overall performance process.

Moving forward, the focus for City staff and Burrtec work will include:

- Maintaining compliance in AB 341 and AB 1826
- Expand container contamination minimization efforts
- Expand use of compost and mulch at City facilities and with local partners

SB 1383 AMENDMENT BACKGROUND

In 2016, the California Legislature adopted Senate Bill 1383 ("SB 1383") - the "Short-Lived Climate Pollutants" mandate. SB 1383 introduced more stringent waste recovery requirements than the prior legislation, AB 341 and AB 1826. The stated purpose of California's SB 1383 is to reduce organic waste disposal, recover edible food waste from the waste stream and reduce methane emissions. SB 1383 is mandatory, and the requirements of the Senate Bill became effective on January 1, 2022.

SB 1383 AMENDMENT FINDINGS

SB 1383 is a California state law that targets reducing organic waste disposal and methane emissions from landfills. The law establishes regulatory requirements for jurisdictions, generators, haulers, solid waste facilities, and other entities to support the achievement of these targets. The law sets several conditions for cities, counties, and businesses in California, including:

1. Collection Systems: By January 1, 2022, jurisdictions must divert 50% of organic waste generated by businesses, residents, and other sources from disposal streams.
2. Education and Outreach: Jurisdictions must implement an education and outreach program to inform businesses and residents about organic waste reduction, recycling, and composting.
3. Procurement: State agencies and local governments must procure compost, mulch, or other products made from recovered organic waste.
4. Enforcement: Jurisdictions must implement an enforcement program to ensure compliance with organic waste reduction requirements.
5. Reporting: Jurisdictions must report their progress meeting the organic waste reduction targets set by the law.

The current Franchise Agreement and Amendments between the City and Burrtec do not address the collection and processing of organic waste (requirements of SB 1383). To meet the State's mandate to amend the Franchise Agreement, the City and Burrtec began discussions to amend the Agreement to include the requirements of SB 1383. The proposed amendment is included as Attachment C of this report.

In collaboration with Burrtec and R3, an independent consultant retained by the City, the City has developed an agreement amendment that defines the responsibilities that can be designated to the hauler, Burrtec. This amendment will need to be executed as proposed to facilitate compliance mandated by SB 1383. The proposed Amendment does the following:

- Definitions: Add, update, and amend definitions specific to SB 1383 regulations contained in the agreement.
- Collection Systems: Provide the City with an approved collection program for source separated recyclable materials, organic waste, food waste, and refuse using containers that comply with the requirements of SB 1383 regulations.
- Capacity Guarantee: Burrtec is required to provide written notification to the City that the organic waste processing facility has sufficient capacity.
- Contamination Monitoring: Provide the City with a contamination minimization program ensuring all routes are reviewed annually in accordance with 14 CCR Section 18984.5(b)
- Education & Outreach: Provide education and outreach to residential, commercial, and multi-family generators concerning proper recycling, the use of containers for organic waste, composting, preventing contamination, and proper container placement.
- Waiver Programs: Evaluation of customer requests for a waiver from program participation requirements, per CalRecycle requirements for waiver eligibility, and re-evaluation of eligibility every five years.
- Coordination and cooperation with the City in meeting its recovered organic waste product procurement target.
- Reporting to the City and CalRecycle on compliance activities.

RATE REVIEW BACKGROUND

The original Burrtec Agreement sets forth a specific formula by which rates are to be adjusted over time. On September 6, 2024, Burrtec submitted its original request for adjustments to its residential, commercial and roll off rates to become effective January 1, 2025. The City's responsibility is to review the rates proposed by Burrtec and confirm that the calculations are correct. The contract rate review provisions are as follows:

- Rates are to be adjusted annually, effective each January 1
- Rates are adjusted up or down based on the contract formula that counts for various cost factors, including Consumer Price Index (CPI), fuel prices and tipping fees
- Burrtec may request an adjustment more than 4 percent, when justified.

City staff worked with the City's SB 1383 implementation consultant R3 to review the submitted cost data and the rate increase information to confirm the calculations are consistent with the provisions in the Agreement and comparable to statewide SB 1383 rate impacts.

RATE REVIEW DISCUSSION

Refuse, Organics, and Recycling Rate Analysis:

Historically, components included in the rate calculation consist of disposal rates, the CPI change as measured by the percent change from July in the previous year to July of the rate review year; and the change in the average price per gallon of fuel based on the U.S. Dept. of Energy Alternative Fuel Pricing Report.

Cost Component	2024 (per ton)	2025 (per ton)	Amount Increase
Trash Disposal	$68.75	$73.04	$4.29
Mixed Organic Waste	$125.00	$132.81	$7.81
Recyclables	$43.80	$17.98	$-(25.82)

Residential Rates:

Burrtec is seeking an increase in residential rates of 3.70 percent for residential services.

A refuse survey conducted in October 2024 shows that the City of Duarte's residential refuse rates are among the lowest one-third of cities surveyed in the San Gabriel Valley, even with the proposed rate increase. The chart illustrates the most common forms of service – residential (90-60-60) and commercial 3-yard trash bin serviced once per week.

2024 Rate Survey			
City	**Hauler**	**Residential Total**	**Commercial Total**
La Verne	Waste Mgt.	$34.16	$191.64
Duarte - current	**Burrtec**	**$37.14**	**$237.21**
Arcadia	Waste Mgt.	$37.58	Hauler determines rates
Duarte - proposed	**Burrtec**	**$38.51**	**$241.26**
San Dimas	Waste Mgt.	$43.45	$220.66
Claremont	City	$43.75	$177.01
Azusa	Athens	$43.99	$252.08
Glendora	Athens	$44.26	$302.49
Monrovia	Athens	$46.18	$289.72
Diamond Bar	Waste Mgt./ Valley Vista	$47.41	$168.82
Sierra Madre	Athens	$47.60	$309.23
Covina	Athens	$47.83	$260.42
South Pasadena	Athens	$57.09	$202.45

Residential Refuse and Recycling Rate (90/60/60)
The chart below illustrates Duarte's most commonly used residential service (90/60/60 cart combination) and the impact of the new increase.

Residential Refuse and Recycling Rate (90/60/60)			
Residential Rate	**2024**	**Proposed 2025**	**Amount Change**
Base Monthly Rate	$32.68	$33.89	$1.21
Franchise Fee	$4.46	$4.62	$0.16
Total	$37.14	$38.51	$1.37

Residential Street Sweeping: Burrtec is also requesting a 3.56 percent cost increase for street sweeping which is less than the contract CPI adjustment provision.

Residential Street Sweeping		
Residential Rate	**2024**	**Proposed 2025**
Base Monthly Rate	$1.98	$2.05
Franchise Fee	$0.27	$0.28
Total	$2.25	$2.33

Commercial Refuse, Organics, Roll-Off, Recycling & Street Sweeping Rate Analysis:
As seen in Residential disposal rates, recycling costs have resulted in steep rate increases. California State AB 341 and AB 1826 require the compliance of businesses and multi-family residential dwellings in mandatory commercial solid waste and organics recycling.

The food equalization element to the commercial and multi-family housing properties is still implemented to allow for a lower cost impact with the rollout of the Bulky Item Pickup Program, while still in compliance with SB 1383.

Commercial Refuse, Organics, Roll-Off, & Recycling Rate Analysis				
Service	**2024**	**Proposed 2025**	**Increase**	**Percent Change**
Trash - Commercial one 3-yard bin, one time/week	$237.21	$241.26	$4.05	1.71%
Trash - Multi-Family one 3-yard bin, one time/week	$266.12	$269.55	$3.43	1.29%
Green Waste one 3-yard bin, one time/week	$249.95	$260.95	$11.00	4.40%
Recyclables one 3-yard bin, one time/week	$153.49	$167.66	$14.17	9.23%
Food Waste one 65-gallon, one time/week	$58.81	$60.09	$1.28	2.18%

Commercial Street Sweeping: Burrtec is also requesting a 3.22 percent cost increase for street sweeping which is less than the contract CPI adjustment provision.

Commercial Street Sweeping		
Commercial Street Sweeping	**2024**	**Proposed 2025**
Commercial Rate	$3.70	$3.82
Base Monthly Rate	$0.65	$0.67
Total	$4.35	$4.49

RECOMMENDATION

Staff recommends that City Council approve both the Burrtec Waste Services 2023 Annual Performance Review and Amendment No. 16 to the "Municipal Solid Waste, Recyclables, and Green Waste Services Agreement Between the City of Duarte and Burrtec Waste Services," setting the refuse collection and recycling rates shown in the attached schedule to become effective January 1, 2025 and complying with SB 1383.

FISCAL IMPACT

If approved, the proposed rate increases would be put into effect January 1, 2025, resulting in an overall increase in the City franchise fee revenue for both residential and commercial services.

ATTACHMENTS

Attachment A: Annual Performance Review
Attachment B: Burrtec Rate Sheet with Standard Rate Increase
Attachment C: Amendment No. 16

Fiscal Review:

Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:

Brian Villalobos
City Manager

BURRTEC
WASTE SERVICES, LLC
"We'll Take Care Of It"

City of Duarte

2023 Annual Performance Review

TABLE OF CONTENTS

SECTION 1 – EXECUTIVE SUMMARY

A. Executive Summary

Background

The City of Duarte (City) is contracted with Burrtec Waste Services, LLC (Burrtec) for Municipal Solid Waste, Recyclables, and Green Waste Collection, Disposal and Processing. The agreement grants Burrtec the exclusive right to collect refuse, recyclables, and organic waste from all single-family, multi-family, and commercial customers in order to provide essential solid waste services and assist with state mandated solid waste disposal and recycling programs.

In February 2009, the City and Burrtec amended the agreement to include provisions for an annual performance review, an extended and restated term, and added certain service programs. The performance review is to be submitted by Burrtec with the formal review conducted between August 1 and September 30 of each year. Under the agreement's terms, Burrtec must provide certain services and meet specific performance criteria. These performance criteria include:

- Remitting franchise and AB 939 Fees to the City
- Providing no charge services to City facilities
- Provide residential curbside Christmas tree collections
- Provide roll-out services to handicapped and frail
- Offering a senior citizen discount rate
- Providing a high level of quality customer service
- Maintaining required permits and licenses
- Meeting specified insurance and bond requirements
- Submitting certain materials collection reports
- Conducting public education and outreach activities
- Providing safety records and proper vehicle maintenance
- Offering certain required service programs

The scope of the performance review may include items such as an audit of payment records to the City, review of customer service levels and billing, a review of customer calls and service requests, and a review of Burrtec's compliance with the terms of the Agreement. This review encompasses Burrtec's performance from January 1, 2023, through December 31, 2023.

B. Audit Results

Overall, Burrtec's performance was found to be compliant with its contractual requirements.

Burrtec collaborated with the City to implement its SB 1383 compliance program and fulfill the state-mandated requirements. Programs are designed to ensure organic waste collection service is provided to all residents and businesses. SB 1383 mandatory programs focus on residential, commercial, and multi-family generators to maximize the organic waste diversion potential throughout the community. Coupled with an ordinance as an enforcement mechanism and an active monitoring system, the following critical components are working toward meeting compliance initiatives:

- ✓ Implementing collection systems specifically designed to source separate materials from the waste stream to maximize diversion and minimize contamination.

- ✓ Collaborating in education and outreach activities, informing the community of program participation requirements.

- ✓ Engaging in procuring recovered organic waste products such as compost and mulch.

- ✓ Documenting and recording each activity to demonstrate regulatory achievements and progress toward compliance initiatives.

The audit results further identified that Burrtec continues to provide excellent customer service. The responsiveness to customer and City concerns is quick and thorough. All programs have been implemented and Burrtec's community involvement continues to highlight its commitment to the City of Duarte and its residents.

SECTION 2 – PERFORMANCE REVIEW ELEMENTS

A. Payment of Fees to the City

1. Franchise Fees

Background

Section 10.03 of Agreement Amendment No. 4 states the City Impact Fee shall be as follows:

1. 15% of gross annual revenues received from commercial customers and all commercial services

2. 12% of gross annual revenues received from residential customers and all residential services

Findings

Burrtec pays franchise fees quarterly to the City. The following summarizes the amounts paid in 2023. Copies of the submitted Franchise Fee Worksheets were reviewed and are included in the appendix section.

Quarter	Gross Receipts	Franchise Fees	Date
1st	$1,320,505.49	$181,953.67	03/31/23
2nd	$1,280,527.17	$178,217.94	06/30/23
3rd	$1,322,756.11	$183,486.22	09/30/23
4th	$1,390,120.08	$192,014.38	12/31/23
2023 Total	**$5,313,908.85**	**$735,672.21**	
2022 Total	**$4,873,806.46**	**$676,185.39**	

2. AB 939 Fees

Background

Section 5.12 of the Agreement states Burrtec shall make an annual payment to the City for AB 939 administration. The amount at the execution of the agreement was $40,000, which is subject to annual CPI adjustments.

Findings

The following table summarizes the amounts paid for the annual AB 939 fees:

Year	Amount
2023	**$82,976.75**
2022	**$79,017.95**

3. Contractor Payment to the City

Background

Section 10.09 of Agreement Amendment No. 6 states payments to the City for items listed in Section 10.03 are calculated on a quarterly basis, and submitted on the thirtieth (30th) day of the month following the prior quarter ending date.

Findings

Fees are being remitted timely.

B. No Charge City Services

Background

Section 4.01c(4) of the Agreement states contractor shall collect refuse, recyclables and organic waste from City facilities at no charge.

Findings

Burrtec currently provides trash, recycling, green, and food waste collection to several City facilities as summarized below. Burrtec also provides services to special City events as requested. Food waste services will be expanded per City request as needed. The regular collection services provided are summarized below.

Site	Address	Commodity	Bin Size	P/U Days
Duarte Park	1350 Brycedale	Trash	3 yard	M-W-F-S
Teen Center	1400 Buena Vista	Trash Recycling	3 yard 3 yard	W F
City Hall	1600 Huntington	Trash Trash Recycling Food Waste	3 yard 2 yard 1.5 yard 65 Gal	W M-T-W-TH-F Tu-F Th
Senior Center	1610 Huntington	Trash Recycling Food Waste	3 yard 90 Gal 65 Gal	M-W-F W S
City Yard	1850 Highland	Trash Recycling Trash Green Waste C&D	3 yard 3 yard 40 yard 40 yard 40 yard	Tu-F Tu-F On Call On Call On Call
Aloysia Moore Park	1124 Duarte Rd	Trash Recycling Green Waste	60 gal 60 gal 60 gal	Th Th Th

C. Services

1. Christmas Tree Collection and Recycling Program

Background

Section 4.01c(3) of the Agreement requires the annual collection of Christmas Trees from December 26 through January 12. Contractor shall notify customers by mail of the collection dates. Collected trees shall be delivered to a green waste or composting facility for diversion.

Findings

Residential customers were notified (in English and Spanish) of the curbside Christmas tree collection via the quarterly newsletter (copy included in the appendix section).

The following table summarizes the Christmas Trees collected by Burrtec during the primary tree collection period. Additional Christmas tree tonnages were collected and disposed with regular green waste material.

Year	Tons Collected
2023	**7.47**
2022	**7.43**

2. Aid to Handicapped and Frail

Background

Section 4.01c(5) of the Agreement requires the Contractor to provide no cost barrel push out services and/or backyard collection to qualified senior (62 years of age and head of household) and handicapped residents.

Findings

The following table summarizes the no charge barrel roll-out services provided to qualifying senior/handicapped residents.

Year	Services Provided
2023	**25**
2022	**25**

3. Senior Citizen Rate

Background

Section 4.01c(5) of the Agreement requires the Contractor to provide reduced rates for qualified senior and handicapped residents.

Findings

Burrtec offers qualified senior (62 years of age and head of household) and handicapped residents a 40-gal trash, 60-gal recycling and 60-gal green waste barrel as summarized below:

Year	Senior Services	Senior Rate
2023	**260**	**$26.43**
2022	**236**	**$24.34**

4. Respond to Service Complaints and Complaint Report

Background

Section 4.04b of the Agreement requires Burrtec to log all complaints, including date, time, complainant's name and address and nature and date of resolution of complaint. Calls received via the answering machine shall be logged the next business day. Customer will be contacted the next business day and will make four attempts (three calls within a 24-hour period and if unable to reach the customer a postcard will be sent).

Findings

Reported service complaints and misses are responded to and addressed by the Route Supervisor and Division Manager as appropriate. Supervisory staff personally visit customers onsite for specific issues as needed. On an annual basis Burrtec provides service to approximately 14,455 barrels (4,552 barrel customers), over 793 bins (251 bin customers) and on-call services to a monthly average of 16 roll-off customers.

Complaints are recorded in accordance with the contract requirements and SB 1383. The call logs are provided to the City with the Quarterly report and summarized in the annual report. Summaries of the calls received are as follows:

Call Type	Commercial Calls	Residential Calls	Street Sweeping Calls
Compliments	1	1	0
SB 1383 Complaints	0	0	0
Complaints	0	0	0
Damages	0	0	0
Misses	30	115	0
2023 Total	**31**	**116**	**2**
2022 Total	**67**	**163**	**20**

5. Respond to Complaint Regarding Graffiti or Disrepair

Background

Exhibit 3.01d (1) of the Agreement requires bins or containers be replaced for a variety of reasons including: defective or damaged components, graffiti, odor or equipment is missing altogether.

Findings

The following table summarizes the exchanges for various reasons. Exchanged containers conform to SB 1383 color and labeling guidelines.

Year	Barrel	Bins
2023	**1,117**	**67**
2022	**1,126**	**33**

6. Office Hours

Background

Section 4.04c of Agreement Amendment No. 6 states office hours shall maintain an office open at a minimum from 8:00 a.m. to 5:00 p.m., daily, and on Saturdays following recognized holidays. Office must be staffed by Contractor during normal business hours. Customer call messages left on the after-hours messaging system will be returned the following business day.

Findings

The office is staffed with customer service representatives from 8:00 a.m. to 5:00 p.m. daily and on Saturdays following a recognized holiday. Customer messages left in the after hours messaging system are returned the next business day.

7. Bulky Items

i. Residential

Background

Section 4.01c(1)(ii) of the Agreement provides for bulky waste collection at the curbside or alleyway on demand from residential customers two (2) times per calendar year to each residential customer in the City.

Findings

The table below summarizes the bulky items requests and tonnage during 2023. Items include: tables, chairs, dressers, strollers, toilets, barbecues, vacuum cleaners, and electronic waste. The calls and tonnage collected are summarized below:

Bulky Items / E-Waste Collection Requests

Year	**1st Qtr**	**2nd Qtr**	**3rd Qtr**	**4th Qtr**	**Total**
2023	387	418	503	481	1,789
2022	425	460	501	468	1,854

Bulky Item Tonnage

Year	Refuse	Tin / White	E-Waste	Metal	Tires
2023	216.03	0.00	16.88	16.91	0.00
2022	217.09	0.45	10.44	14.01	0.00

ii. Multi-family

Background
Beginning in September 2023 the bulky item program was expanded to include multi-family bulky item collections. Amendment No. 13 includes the contractual agreement for these services where multi-family residents can place bulky items adjacent to their trash enclosures for collection by Burrtec.

Findings
Burrtec continues to provide the collection of bulky items from multi-family residential properties. The program has been effective as evidenced by the significant reduction of illegal dumping in the public right of ways.

8. **Community Clean-Ups/E-Waste/Compost/Shred Event**

Background
Section 4.01c(1)(ii) of the Agreement provides for semi-annual clean-ups city-wide for collection of bulky items at designated locations. This program has been expanded to include compost giveaways (which support SB 1383 requirements) and paper shred events for Duarte residents.

Findings
Burrtec provided a Community Clean-Up on May 13th and November 18th.

- Community Clean up- May 13th at the Duarte Performing Arts Center
  - Debris collected – 41.68 tons which included:
    - Trash 27.20 tons
    - Green Waste 1.50 tons
    - Metal 5.90 tons
    - Inert 1.85 tons
    - E-Waste 3.10 tons
    - Shredded Paper 2.13 tons
  - Compost Giveaway
    - 11.20 tons
- Community Clean up –November 18th at the Duarte Preforming Arts Center
  - Debris collected – 46.35 tons which included:
    - Trash 27.25 tons
    - Green Waste 9.15 tons

        - Metal 2.65 tons
        - Inert 3.25 tons
        - E-waste 1.90 tons
        - Shredded Paper 2.15 tons
    - Compost Giveaway
        - 9.82 tons

- Additional events to include:
    - March 2023 Compost Giveaway: 11.39 tons
    - September 2023 Compost Giveaway and Shred Event:
        - Compost 7.52 tons

9. Sharps and Used Oil Collection

Background
Exhibit 3.01a of Agreement Amendment No. 3 includes Household Sharps Collection (item 11) and Used Oil Collection Programs (item 12).

Findings
Sharps – Burrtec provides Sharps quart-sized collection containers at no charge to residents. Once filled, Burrtec collects the containers and arranges for proper disposal by a permitted medical waste processor. Residents can also deposit the filled containers at a specially designated receptacle at the local Burrtec hauling yard.

Year	Containers	Pounds
2023	**7**	**105**
2022	**7**	**73**

Used Oil – Customers were provided information on the used oil / oil filter collection program upon request. There were no requests for used oil collection.

Year	Containers
2023	**1**
2022	**0**

10. Construction and Demolition Roll-Off Recycling

Background
Exhibit 3.01a of Agreement Amendment No. 3 includes C&D Recycling (item 15).

Findings
A construction and demolition (C&D) roll-off collection and recycling program has been developed to allow demolition and building contractors a convenient means of diverting recyclable materials that complies with the 65% State mandated diversion

diverting recyclable materials that complies with the 65% State mandated diversion requirement. C&D materials are delivered to fully permitted facilities that specialize in processing and recycling construction and demolition materials. In addition, the City and Burrtec work cooperatively to monitor and document compliance with the State's citywide C&D recycling requirements.

11. Street Sweeping

Background
Exhibit 3.01a of Agreement Amendment No 4 details citywide Street Sweeping Services (item 16) as an additional Burrtec requirement.

Findings
The street sweeping services continued during 2023, as required. The alternate side-alternate day schedule was selected as the most practical program to provide flexible parking and clear access for the street sweeper in residential areas. The City's mandatory no parking program, which launched in June 2019, has been effective in providing access to the curb and gutter for more efficient street debris removal.

Year	Street Sweeping Tonnage
2023	**360.00**
2022	**363.00**

D. Licenses

1. Business License

Background
Section 10.2 of the Agreement states the Contractor shall obtain a City Business License to operate in the City.

Findings
Per Municipal Code Section 5.04.130, franchise holders are exempt from the business license requirement given that Burrtec pays monthly franchise fees.

2. County Hauler Permit

Background
Section 5.03 of the Agreement requires the Contractor to maintain through the term all necessary permits / licenses.

Findings
Burrtec's current permit with the County of Los Angeles expires December 31, 2024 and is renewed annually.

E. Insurance/Bonds

1. Performance Bond

Background

Section 8.03 and Exhibit 6.02 require a performance bond in an amount equal to 8.5% of the gross annual revenue with the initial bond being for $150,000.

Findings

Based on the 2023 gross receipts of $5,313,908.85 Burrtec provided a bond in the amount of $451,700. A copy of the current performance bond is in the appendix section.

2. Worker's Compensation Insurance

Background

Section 8.01 and Exhibit 6.01 require Worker's Compensation Insurance limits of $2,000,000 per accident; $2,000,000 per disease (policy limit) and $2,000,000 per disease (each employee).

Findings

Burrtec provides workers' compensation coverage at statutory limits. Employers liability is covered with limits of $2,000,000 per accident; $2,000,000 per disease (policy limit) and $2,000,000 per disease (each employee). The $2,000,000 limits are met with a combination of the workers' compensation and excess policies. A copy of the insurance certificate is in the appendix section.

3. General Liability Insurance

Background

Section 8.01 and Exhibit 6.01 require General Liability Insurance limits of:

- $1,000,000 Aggregate
- $1,000,000 Products and Complete Operations
- $1,000,000 Occurrence
- $1,000,000 Fire/Occurrence
- $1,000,000 Personal and ADV Injury
- $1,000,000 Employee Benefits Liability
- $5,000 BI and PD each Occurrence Deductible

Findings

Burrtec meets or exceeds these requirements with the exception of the $5,000 medical EA deductible. Burrtec's deductible is higher than the $5,000 therefore, this coverage is excluded. A copy of the insurance certificate is in the appendix section.

4. Excess Liability Insurance

Background

Section 8.01 and Exhibit 6.01 of Agreement Amendment No. 6 require Excess Liability for Commercial Auto and Employer's Insurance limits of:

- $2 Million/Occurrence; $10,000 Self-insured Retention
- Automobile (same)
- $1 Million CSL BE & PD/Occurrence
- $5,000 Deductible
- $5,000 MP-Passenger
- $1 Million Uninsured Motorists -Passenger
- $1 Million Non-owned/Hired
- $1,000 Comp – Passenger Vehicles – Deductible
- N/C – Collision Deductible
- $1,000 Sp. Perils-Passenger Vehicles - Deductible

Workers Compensation / Employer's Liability

- $2 Million/Accident
- $2 Million/Disease-Policy Limit
- $2 Million/Disease-Each Employee

Findings

Burrtec meets and exceeds these requirements. A copy of the insurance certificate is in the appendix section.

F. Waste Generation Reports

Background

No specific tonnage report is required however, Burrtec does provide the information. This information is used to submit annual waste generation and diversion reports to the State of California and to gauge compliance with state waste reduction and diversion mandates.

Findings

Waste Generation and Diversion Reports are submitted to the City on a quarterly basis. A copy of the 2023 waste generation and diversion report is included in the appendix section.

G. Outreach

1. Public Education

Background

Section 4.05 and Exhibit 3.05 of the Agreement states Contractor shall implement its Public Education Plan to include quarterly distribution of materials as well as public awareness and education.

Findings

The newsletters mailed to customers in the City of Duarte are included in the appendix. Residential quarterly newsletters are provided in English and Spanish to maximize community outreach efforts. Commercial newsletters are sent semi-annually. Newsletters promote seasonal programs, regulatory requirements, and information on basic waste diversion and recycling programs. Newsletters focus on AB341, AB1826, & SB 1383 recycling requirements as applicable.

Date	Description
02/17	Notice of Non-Compliance – Mandatory Commercial Organics and Recycling Program (SB 1383)
02/23	Commercial Spring Newsletter
03/21	Residential Spring Newsletter
05/13	Residential Food Waste Program Brochure Multifamily Bulky Item Pick up Info
06/22	Residential Summer Newsletter
07/18	Residential Route Review Postcard
07/26	Residential Route Review Postcard
08/29	Commercial Fall Newsletter
09/20	Residential Fall Newsletter
10/19	SB 1383 - Organics Barrel Delivery Postcard
10/19	SB 1383 - Recycling Barrel Delivery Postcard
10/19	SB 1383 - Recycling & Organics Barrel Delivery Postcard
10/28	SB 1383 – Organics Barrel Delivery Information
10/28	SB 1383 - Recycling Barrel Delivery Information
10/28	SB 1383 – Recycling & Organics Barrel Delivery Information
12/19	Residential Winter Newsletter

2. Community Involvement

Background

Section 4.05 and Exhibit 3.05 of the Agreement states the Contractor shall implement its Public Education Plan to include public awareness and education campaigns targeting the Chamber of Commerce, service clubs, youth group, community activity sponsorships, and service contributions, youth sports program sponsorships and school district youth club sponsorships and incentives.

Findings

The below table provides a summary of the events that Burrtec conducted in 2023. These events focused primarily on SB 1383 implementation.

Date	Description
03/17/2023	Compost Giveaway
04/26/2023	Rotary Club Presentation on Residential FW Program
05/13/2023	Spring Community Clean up, Compost Giveaway, and Shred Fest Event
05/26/2023	Organics Presentation at Westminster Gardens
07/18/2023	Residential Route Reviews Week 1
07/26/2023	Residential Route Reviews Week 2
09/15/2023	Compost Giveaway and Shred Fest
11/08/2023	Public Utilities Commission SB 1383 Presentation
11/14/2023	City Council SB 1383 Presentation
11/18/2023	Fall Community Clean-up, Compost Giveaway, and Shred Fest Event

H. Operations

1. Safety Record

Background

No specific safety record requirement is stated in the Agreement, however, Burrtec provided related information.

Findings

While not universal, a company's safety record often indicates the overall effectiveness of its management and operations. During 2023, Burrtec had no incidents to report to state regulatory agencies.

2. Vehicle Maintenance

Background

Section 4.01g(6) and Exhibit 30.1d(1) of Agreement Amendment No. 6 requires at all times maintain vehicles in good condition in accordance with the maintenance protocol contained in Exhibit 3.01d(2), so that they operate properly and safely. Contractor acknowledges that it is important to the City that Contractor present a professional and pleasing image. Therefore, Contractor shall wash all vehicles at least once each week and shall repaint all vehicles (including trim) as needed or at the City's request in order to maintain trucks in good condition.

Findings

Preventative maintenance on all equipment is conducted in routine intervals of 30, 60, and 90 days. Additionally, Burrtec's maintenance program focuses on safety of equipment, quality of repair, and expediency to return vehicle to service.

Maintenance support vehicles are utilized to service inoperable vehicles in the field immediately upon notification from the driver. While response times are immediate, repair and/or replacement times are dependent upon the nature of the problem. Burrtec maintains spare equipment for immediate deployment when a quick repair cannot be made to a front line vehicle.

Vehicles are repainted as needed or at the City's request in order to maintain trucks in good condition.

3. Container Maintenance

Background

Section 4.01g(6) and Exhibit 30.1d(1) of Agreement Amendment No. 6 require that all automated containers be repaired and/or replaced upon request. The request may be generated from the route driver, the customer, or City staff and the container will be delivered on the next service day or within 24 hours if necessary to meet the customer's request. The defective or missing container will be exchanged for a new or reconditioned container.

Bins will be exchanged on an as-needed basis. An exchange request may be generated from the route driver or the customer. Bins will be exchanged on the next service day or within 24 hours of the received request if necessary to meet the customer's request. Bins and containers are exchanged or replaced for a variety of reasons including defective or damaged components, graffiti, odor, or the unit is missing altogether.

All automated containers and bins will be maintained at the local Burrtec yard. Maintenance procedures include steam cleaning, component replacement, welding, lubrication, and SB 1383 required colors and labels.

Findings
Container maintenance and exchanges are compliant with the requirement. Container exchange activity is summarized below:

Year	Barrels	Bins
2023	**1,134**	**81**
2022	**1,163**	**48**

New bins and barrels include graphics and text indicating which materials are allowed and those prohibited in each container consistent with SB 1383 regulations. Bins are painted to comply with SB 1383 color specifications prior to delivery.

I. Vehicles

1. Alternative Fuel

Background
Agreement Amendment No. 3 added a provision to replace the routed diesel powered trash and recycling collection trucks servicing the City to alternative fuel by December 31, 2011.

Findings
Burrtec replaced the routed trash and recycling collection trucks by December 2011 with alternative fuel vehicles (compressed natural gas) as summarized below:

Unit #	Year	Type	VIN	Fuel
1936	2016	Front End Loader	5VCACLLE6GH220343	CNG
1471	2009	Front End Loader	5VCDC6LEX9H209041	CNG
1508	2009	Automated	3BPZL20XXAF107910	CNG
1636	2010	Automated	3BPZL20XXAF110080	CNG
1639	2010	Automated	3BPZL20X5AF110083	CNG
1642	2010	Automated	3BPZL20X0AF110086	CNG
1897	2015	Roll-Off	5VCACLLE5FH218629	CNG
2372	2012	Roll-Off	1FUJC5DX4CHBF3204	CNG

Burrtec installed an onsite time-fill compressed natural gas system to fuel the alternative fuel fleet, predominately using renewable natural gas produced by California dairies.

2. Noise Testing

Background

Section 4.01g(1)(i) of Agreement Amendment No. 6 indicates noise levels generated by vehicles using compaction mechanisms during the stationary compaction process shall not exceed seventy-five decibels at a distance of twenty-five feet from the collection vehicle measured at an elevation of five feet above ground level using the "A" scale of a standard sound level meter at slow response, or Applicable Law, whichever is more stringent. Contractor shall cause the collection vehicles to be tested upon City request by an independent testing authority and shall submit a certificate of testing showing that the vehicles meet the requirements of this Section.

Findings

Vehicles shall be tested upon City request by an independent testing authority and results provided to the city verifying they shall submit a certificate of testing showing that the vehicles meet the stated requirements.

J. Mandatory Commercial and Multi-Family Recycling

1. AB 341 Compliance

Background

California Assembly Bill 341 mandates businesses and public entities, generating four cubic yards of solid waste or more and multi-family residential dwellings with five or more units, to establish and maintain recycling services. The law went into effect July 1, 2012. There is no specific Agreement language on AB 341 compliance, however, Burrtec has promoted its existing commercial and multi-family recycling programs as a compliance measure.

Findings

With the implementation of AB 341, Burrtec prepared and mailed newsletters to all commercial and multi-family customers that included Mandatory Commercial Recycling, (AB 341) requirements targeted June and August 2023 (copies included in the appendix section). In addition, a non-compliance mailing was sent out in February 2023 for commercial customers not subscribed to a recycling program. In response to the mailings, certain customers requested a no charge waste assessment to determine the ideal solid waste, disposal and recycling services programs for their specific generation volumes.

The following table summarizes the AB 341 status as of December 2023:

	Commercial Accounts	2023	2022
MCR Accounts 4YD Min	Compliant	123	110
	Not Compliant	1	8
	Total MCR Business Accounts	**124**	**118**

	Multi-Family Accounts	2023	2022
MCR Accounts 5 Units +	Compliant	52	50
	Not Compliant	0	2
	Total MCR Multifamily Accounts	**52**	**52**

Note: Non-compliant accounts are monitored and reserved as part of Burrtec's compliance maintenance.

2. **Commercial Recycling Barrels**

Background
Amendment 3 to the Agreement revised Exhibit 3.01 to include Commercial Recycling Barrels (Item 13).

Findings
With the implementation of AB 341 and in an effort to address low-volume generators, Burrtec added 65 and 90-gallon recycling barrels as an option for commercial and multi-family customers.

K. Mandatory Commercial Organics AB 1826

Background
This landmark bill requires each local jurisdiction to develop an organic waste recycling program for food waste and green waste. Commercial recycling of organic waste began in 2016 for businesses generating eight cubic yards or more of organic waste. The recycling requirement was phased in from 2016 to 2020 and now requires commercial businesses generating two cubic yards or more of solid waste to recycle food and green waste. Multi-family properties with 5 units or more and 2 cubic yards of solid waste per week are required to recycle green waste only, not food waste. Edible food recovery was noted as an important element of organics landfill diversion and highlighted by the state as a required program component.

Findings
With the implementation of AB 1826, Burrtec prepared and mailed newsletters to all commercial and multi-family customers that included Mandatory Organic Recycling (AB

1826) requirements in June and August 2023 (copies included in the appendix section). Burrtec offers a 65-gallon food waste barrel to assist low-volume generators with AB 1826 compliance. In addition, a non-compliance mailing was sent to commercial customers not subscribed to an organics program in February 2023.

The following table summarizes the AB 1826 status as of December 2023.

	Commercial Accounts	2023	2022
MORe Food Waste & Green Waste Accounts 2YD Min	Compliant	116	159
	Not Compliant	0	18
	Total MORe Business Accounts	**116**	**177**

	Multi-Family Accounts	2023	2022
MORe Green Waste Accounts 5 Units + / 2YD Min	Compliant	34	48
	Not Compliant	0	3
	Total MORe Multi-Family Accounts	**34**	**51**

Note: Non-compliant accounts are monitored and reserved as part of Burrtec's compliance maintenance.

L. Short-Lived Climate Pollutant Reduction Strategy SB 1383

1. SB 1383 Compliance

Background

Senate Bill 1383 is intended to improve air quality by reducing greenhouse gas emissions from organic waste disposal such as food and landscape waste, recovering and redistributing edible food, conserving natural resources, and preserving limited landfill space. The City of Duarte adopted Ordinance 905 as required by the statewide recycling requirements under Senate Bill 1383 on the 11th day of January 2022.

Findings

Burrtec has sent education and outreach materials to all residential, commercial, and multi-family customers regarding the Mandatory Organics Recycling requirements under SB 1383. Copies of these materials can be found in the appendix. Furthermore, a non-compliance mailing was sent to commercial and multi-family customers not subscribed to an organics program in February 2023.

The following table summarizes the City's SB 1383 status as of December 31, 2023. Burrtec and city staff continue to collaborate in working with customers to meet state mandates.

	Commercial Accounts	2023
SB 1383 Food Waste Accounts	Compliant	176
	Not Compliant	14
	Total SB 1383 Business Accounts	**190**

	Multi-Family Accounts	2023
SB 1383 Food Waste Accounts	Compliant	53
	Not Compliant	0
	Total SB 1383 Multi-Family Accounts	**53**

2. Collection Systems

Background

According to SB 1383, collecting, recovering, and recycling uncontaminated organic materials is mandatory. The quality of the material collected determines the quality of the recovered organic waste product required to be produced by the regulation. Residents and businesses are expected to properly sort materials into the respective collection containers.

Findings

With the implementation of SB 1383, Burrtec created barrel lid graphics and bin decals to comply with the regulations. The Burrtec residential collection system consists of black containers for trash, blue containers for recyclable material, and green containers for the collection of mixed organic waste. As of September 1, 2022, residents were required to place food waste directly into green barrels along with the green waste. The commercial collection system consists of a 4-container system. Commercial and multi-family containers consist of both bins and barrels and are colored as follows: grey or black for trash, blue for recyclable material, brown for source-separated food waste, and green for green waste or mixed organics. Collections systems are consistent with 14CCR Section 18984.1 of SB 1383 regulations.

3. Recordkeeping

Background

SB 1383 requires jurisdictions to maintain compliance data in a centrally located file called an Implementation Record. Jurisdictions are required to maintain collection, procurement, edible food, education & outreach, complaints, and enforcement records demonstrating compliance with the law.

Findings

Burrtec and City Staff utilize Recyclist, a robust database software system, to document activities related to SB 1383 solid waste services, container contamination minimization, recovered organic waste product procurement, and education & outreach activities.

4. Compliance Monitoring & Enforcement

Background

The City of Duarte's ordinance 905, section 6.09.200 (g) (1), allows the City or the City's designee to monitor compliance randomly and through the use of compliance reviews, route reviews, investigation of complaints, and inspections to comply with SB 1383 requirements.

Findings

In 2023, Burrtec conducted 150 waste assessments and completed eight unique route reviews in the commercial sector and four in the residential sector. Burrtec will continue to work with City staff cooperatively to maximize voluntary compliance in residential, commercial, and multi-family sectors.

5. Education, Outreach, & Community Involvement

Background

Under the SB 1383 regulations, it is mandatory for jurisdictions to provide organics recycling education and outreach to all residents, businesses, haulers, and edible food generators.

Findings

With the implementation of SB 1383, Burrtec prepared and mailed outreach materials to all residential, commercial, and multi-family customers. Newsletters included the Mandatory Organics Recycling (SB 1383) requirements in February 2023 (copies included in the appendix section). In addition, a non-compliance mailing was sent to commercial customers not subscribed to an organics program in February 2023. Burrtec also developed organics social media messages that were shared with the city. Moreover, Burrtec engaged with generators by participating in community events and giving presentations at community meetings. Education and outreach topics included, but were not limited to the following:

- Information related to the public health and safety and environmental impacts associated with the landfill disposal of organic waste.
- Information regarding the methane reduction benefits of reducing the landfill disposal of organic waste, and the methods of organic waste recovery.
- Information on methods for: the prevention of organic waste generation, recycling organic waste on-site, sending organic waste to community composting, and any other local requirements regarding organic waste.

As of January 1, 2022, cities and counties must procure recycled organic waste products based on their annual California Department of Finance population estimates.

Findings

Burrtec provided the compost requested by the City to assist in meeting Duarte's recovered organic waste procurement target as required by SB 1383 regulations for use at compost giveaway events as follows:

Date	**Description**
03/17/2023	Compost Giveaway Total:11.39
05/13/2023	Spring Community Clean up, Compost Giveaway, and Shred Fest Event. Compost Giveaway Total: 11.20 tons
09/15/2023	Compost Giveaway and Shred Fest Compost Giveaway Total: 7.52 tons
11/18/2023	Fall Community Clean-up, Compost Giveaway, and Shred Fest Event Compost Giveaway Total: 9.82 tons
12/02/2023	Compost Giveaway Total: 280.73 tons

If you have any questions or require additional information, please do not hesitate to contact me.

Sincerely,

Richard Niño
Vice President
/go

APPENDIX

FRANCHISE FEE WORKSHEETS

Burrtec Waste Services LLC
City Of Duarte
For the Quarter Ended: 3/31/2023

Cash Receipts	Commercial BGID: 508,509,510,511	Rolloff BGID: 512, 813	Residential BGID: 507, 551	Total
January-23	$ 187,184.94	$ 60,709.52	$ 385,011.68	$ 632,906.14
February-23	$ 178,594.76	$ 87,660.85	$ 65,655.60	$ 331,911.21
March-23	$ 201,956.28	$ 66,993.99	$ 86,737.87	$ 355,688.14
Total Gross Receipts	$ 567,735.98	$ 215,364.36	$ 537,405.15	$ 1,320,505.49
Franchise Fee %	15.00%	15.00%	12.00%	
Franchise Fee	$ 85,160.40	$ 32,304.65	$ 64,488.62	$ 181,953.67

Burrtec Waste Services LLC
City Of Duarte
For the Quarter Ended: 6/30/2023

Cash Receipts	Commercial BGID: 508,509,510,511	Rolloff BGID: 512, 813	Residential BGID: 507, 551	Total
April-23	$ 210,995.72	$ 58,593.41	$ 361,643.05	$ 631,232.18
May-23	$ 185,306.94	$ 87,399.02	$ 54,720.26	$ 327,426.22
June-23	$ 214,364.45	$ 61,829.63	$ 45,674.69	$ 321,868.77
Total Gross Receipts	$ 610,667.11	$ 207,822.06	$ 462,038.00	$ 1,280,527.17
Franchise Fee %	15.00%	15.00%	12.00%	
Franchise Fee	$ 91,600.07	$ 31,173.31	$ 55,444.56	$ 178,217.94

Burrtec Waste Services LLC
City Of Duarte
For the Quarter Ended: 9/30/2023

Cash Receipts	Commercial BGID: 508,509,510,511	Rolloff BGID: 512, 813	Residential BGID: 507, 551	Total
July-23	$ 193,967.84	$ 76,379.33	$ 381,054.55	$ 651,401.72
August-23	$ 201,116.76	$ 65,087.09	$ 60,666.76	$ 326,870.61
September-23	$ 197,429.54	$ 91,202.37	$ 55,851.87	$ 344,483.78
Total Gross Receipts	$ 592,514.14	$ 232,668.79	$ 497,573.18	$ 1,322,756.11
Franchise Fee %	15.00%	15.00%	12.00%	
Franchise Fee	$ 88,877.12	$ 34,900.32	$ 59,708.78	$ 183,486.22

Burrtec Waste Services LLC
City Of Duarte
For the Quarter Ended: 12/31/2023

Cash Receipts	Commercial BGID: 508,509,510,511	Rolloff BGID: 512, 813	Residential BGID: 507, 551	Total
October-23	$ 206,054.38	$ 99,490.64	$ 382,596.81	$ 688,141.83
November-23	$ 185,839.70	$ 67,267.61	$ 67,780.73	$ 320,888.04
December-23	$ 208,884.95	$ 72,461.79	$ 99,743.47	$ 381,090.21
Total Gross Receipts	$ 600,779.03	$ 239,220.04	$ 550,121.01	$ 1,390,120.08
Franchise Fee %	15.00%	15.00%	12.00%	
Franchise Fee	$ 90,116.85	$ 35,883.01	$ 66,014.52	$ 192,014.38

OUTREACH & EDUCATIONAL MATERIAL

Spring 2023

BURRTEC NEWS

WASTE AND RECYCLING NEWSLETTER

Sponsored by Burrtec Waste Industries
for the City of Duarte Commercial, Industrial and Multifamily Customers

Contact Information

Burrtec Waste Industries
1017 West Gladstone Street
Azusa, CA 91702

Automated Payment Service
(888) 298-5161

Customer Service
(800) 325-9417

Hours of Operation
Monday-Friday
8:00 am to 5:00 pm

Website
Burrtec.com

Follow us on

Holiday Schedule

Please note that services are interrupted on the following holidays:

Memorial Day | Independence Day
Labor Day | Thanksgiving Day
Christmas Day | New Year's Day

When the holiday falls on a weekday, collections for the remainder of the week will be delayed by one day. There is no service interruption or delay when the holiday falls on a Saturday or Sunday.

Organics Recycling (SB 1383) Is Your Business or Multifamily Property in compliance?

- Businesses and/or multifamily properties are required to recycle organics including food and green waste. These services are provided by Burrtec. For further information or questions, contact Customer Service at (800) 325-9417.
- The primary SB 1383 collection program will include a four-container system for recyclables, green waste, trash and food waste.
- Business owners and/or managers must provide information to employees, contractors, tenants, and customers about recycling, organic waste collection requirements and proper sorting of materials, annually.
- Employees, contractors, tenants, and customers must have access to an adequate number, size, and location of containers.
- Collection containers for all waste streams including trash, food waste and recyclables must be provided in all areas where disposal containers are provided for customers, except for restrooms.
- Customer must secure containers. If lost or stolen, customers are responsible for container replacement cost.
- Information to new tenants must be provided before or within 14 days of occupation of the premises.
- Prohibit employees from placing recycling and organic waste in a container not designated to receive those material types.

Edible Food Recovery Requirement

Certain businesses have requirements and responsibilities as it relates to edible food recovery, such as:

- Not intentionally spoiling edible food that is capable of being recovered by a food recovery organization or service.
- Making arrangements via contract with a food recovery organization or service to recover edible food that would be redistributed for human consumption.

Is Your Business Affected?

TIER 1 Businesses - Effective January 1, 2022
- Food distributors
- Wholesale food vendors
- Food service providers
- Grocery stores and supermarkets (10,000 square feet or greater)

TIER 2 Businesses - Effective January 1, 2024
- Hotels with at least 200 rooms and an on-site food facility
- Restaurant facilities (5,000 square feet or larger, or seating more than 250)
- Local education agencies with an on-site food facility
- Healthcare facilities with an on-site food facility and 100+ beds
- Large venues (including shopping centers and malls) and events with 2,000+ daily visitors

The City of Duarte is a member of the San Gabriel Valley Regional Food Recovery Program which will conduct inspections of Tier 1 and Tier 2 businesses on behalf of the City. Learn more at sgvcog.org/regional-food-recovery-program.

Food Rescue Resources:

California Association of Food Banks (cafoodbanks.org)

Community Action Partnership of San Bernardino County Food Bank (capsbc.org)

Feeding America (Inland Empire) (feedingamericaie.org)

Food Finder (Foodfinders.us)

Los Angeles Regional Food Bank (lafoodbank.org)

Additional Food Rescue Resource:
Burrtec Edible Food Rescue Resource Map (https://bit.ly/FoodRescueMap)

For more information about SB 1383 details and requirements, please visit calrecycle.ca.gov

YOUR SORTING GUIDE - WHAT GOES WHERE?

Black Bin/Barrel is for trash

BAG ALL TRASH - DO NOT ADD HAZARDOUS WASTE

BLACK CONTAINER GUIDE

YES

- ✓ Clothing
- ✓ Diapers
- ✓ Dishware
- ✓ Flower pots
- ✓ Hoses
- ✓ Plastic bags
- ✓ Pet waste
- ✓ Pizza boxes
- ✓ Plastic toys
- ✓ Plastic utensils
- ✓ Shrink wrap
- ✓ Straws
- ✓ Wipes

NO

- ✕ Batteries
- ✕ Electronic waste
- ✕ Hazardous waste
- ✕ Hot ashes
- ✕ Infectious waste
- ✕ Flammables
- ✕ Fluorescent bulbs
- ✕ Machinery
- ✕ Paint
- ✕ Pesticides
- ✕ Oil
- ✕ Sharps
- ✕ Tires

Blue Bin/Barrel is for recyclables

DO NOT BAG RECYCLABLES

BLUE CONTAINER GUIDE

YES

- ✓ Aerosol cans
- ✓ Aluminum cans
- ✓ Brochures
- ✓ Cardboard
- ✓ Cartons
- ✓ Catalogs
- ✓ Computer paper
- ✓ Envelopes
- ✓ Glass bottles & jars
- ✓ Junk mail
- ✓ Newspaper
- ✓ Paper products
- ✓ #1 - #7 Plastics
- ✓ Tin cans
- ✓ Tissue boxes
- ✓ Wrapping paper

NO

- ✕ Bubble wrap
- ✕ Carpet
- ✕ Clothing
- ✕ Diapers
- ✕ Dishware
- ✕ Electronic waste
- ✕ Furniture
- ✕ Hoses
- ✕ Mirrors
- ✕ Pet food bags
- ✕ Pizza boxes
- ✕ Plastic toys
- ✕ Stuffed animals
- ✕ Styrofoam
- ✕ Used paper products
- ✕ Wax paper

Green Bin/Barrel is for green waste

DO NOT BAG GREEN WASTE

GREEN CONTAINER GUIDE

YES

- ✓ Birds of Paradise
- ✓ Dead plants
- ✓ Flowers
- ✓ Grass clippings
- ✓ Leaves
- ✓ Palm frond
- ✓ Prunings & twigs
- ✓ Shrub trimmings
- ✓ Small branches
- ✓ Untreated wood
- ✓ Weeds

NO

- ✕ Animal waste
- ✕ Batteries
- ✕ Cactus
- ✕ Concrete
- ✕ Dirt
- ✕ Electronic waste
- ✕ Flammables
- ✕ Glass
- ✕ Hazardous waste
- ✕ Liquids
- ✕ Metal
- ✕ Plastic
- ✕ Rocks

Brown Bin/Barrel is for food waste

DO NOT BAG FOOD WASTE

BROWN CONTAINER GUIDE

YES

- ✓ Bread
- ✓ Dairy
- ✓ Fish
- ✓ Food soiled Paper
- ✓ Food waste and scraps
- ✓ Fruit
- ✓ Meat
- ✓ Moldy or spoiled food
- ✓ Vegetables

NO

- ✕ Aluminum foil
- ✕ Bottles and cans
- ✕ Cooking oil
- ✕ Electronics
- ✕ Glass
- ✕ Green waste
- ✕ Hazardous waste
- ✕ Liquids
- ✕ Plastic
- ✕ Raw meat & poultry
- ✕ Raw seafood
- ✕ Trash

Help Keep Food Waste Recycling Clean!

Senate Bill 1383 requires a **75% reduction in organic waste disposal**. All residences and commercial businesses are required to participate and **recycle organic waste including food and landscape waste**. Food waste is collected, recycled and made into new products such as compost, mulch and renewable gas. **During the sorting process workers must remove non-acceptable material such as trash, plastic containers, glass and other contaminants.**

Keeping your containers free of contaminants will help contain recycling costs and keep material clean to create new products.
Spread the message, "Help keep your food waste recycling clean!"

Cleaner Food Waste Load
(Contains fruits, vegetables and food soiled paper)

Contaminated Food Waste Loads
(Contains trash, plastic and cardboard)

Spring 2023

BURRTEC NEWS

WASTE AND RECYCLING NEWSLETTER

Sponsored by Burrtec Waste Services
for the City of Duarte's Residents

Contact Information

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Azusa, CA 91702
Automated Payment Service
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Website
Burrtec.com/Duarte

Follow us on

ORGANICS BARREL CLEAN & ODOR FREE TIPS

Use tips that work best for your household!

TIP #1: USE THE SINK
Place soft foods and sauces down the garbage disposal.

TIP #2: LINE IT
Line your barrel with newspaper or paper bags. Please do not use plastic bags.

TIP #3: LAYER IT
Create a layer of yard waste and food scraps; start with yard waste at the bottom to absorb liquids.

TIP #4: BAG IT
Place food waste in a paper bag before you place it in the organics barrel.

TIP #5: STORE IT
Place your barrel in a shaded or well ventilated area to minimize odors and/or pests.

TIP #6: SET IT OUT
Roll your barrel out weekly, even if its not full.

TIP #7: RINSE IT
Rinse your barrel out regularly with water and soap. Allow the bin to dry before use. *Please note: do not dump rinse water into the street or storm drain.*

Community Clean Up!

• Saturday, May 13, 2023 •

Burrtec offers a convenient drop-off location for Duarte's community clean-up. Burrtec will be collecting non-hazardous waste. No tires, commercial waste or hazardous waste will be accepted.

Please bring your Burrtec trash bill for proof of residency.

Drop-Off Location	Saturday
1) Civic Center Parking Lot (1600 Huntington Drive) Residents should enter from Pops Road.	8 a.m. - 2 p.m.

Acceptable Items

Appliances
- ✔ Dishwashers
- ✔ Refrigerators
- ✔ Stoves
- ✔ Washers & dryers
- ✔ Water heaters

Furniture
- ✔ Chairs
- ✔ Couches
- ✔ Mattresses
- ✔ Tables

Others
- ✔ Bundles of lumber/ tree branches (48" max length)
- ✔ Toys
- ✔ Electronic Waste

Shred Event

Protect your identity, shred your personal papers for FREE! Duarte Residents ONLY

Where: Civic Center Parking Lot (1600 Huntington Drive)
Residents should enter from Pops Road.
Date: May 13, 2023 - Saturday **Time:** 8AM to 2PM
What to bring old bank statements, old pay stubs, credit card applications, old papers with personal information. No binders please.

For more information please call Burrtec at (800) 325-9417

Sponsored by the City of Duarte and Burrtec

Compost Giveaway - *Free to Duarte Residents*

Where: Civic Center Parking Lot (1600 Huntington Drive)
Residents should enter from Pops Road.

Date: May 13, 2023 - Saturday **Time:** 8AM to 2PM

Benefits of Compost:
- Helps retain moisture to reduce watering
- Suppresses weed growth
- Controls erosion
- Provides beneficial nutrients to improve soil

This is a self serve event so please bring sturdy bags, pails, containers, gloves and a shovel to take and load your compost.

First come, first serve. Bring a copy of your trash bill.

Holiday Schedule

Please note that services are interrupted on the following holidays:

Memorial Day | Independence Day | Labor Day
Thanksgiving Day | Christmas Day | New Year's Day

When the holiday falls on a weekday, collections for the remainder of the week will be delayed by one day. There is no service interruption or delay when the holiday falls on a Saturday or Monday.

BURRTEC NEWS

primavera 2023

INFORMACIÓN DE DESECHOS Y RECICLAJE

Patrocinado por Burrtec Waste Industries para los residentes de la Ciudad de Duarte

Información de Contacto

Burrtec Waste Services
1017 West Gladstone Street
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Servicio de Pago Automatizado
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Horas de oficina
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Página web
Burrtec.com/Duarte

Siganos en

CONSEJOS DE LIMPIEZAPARA SU CARRITO ORGANICO

¡Use los consejos que funcionen mejor para su hogar!

CONSEJO #1: USE EL FREGADERO DE LA COCINA
Coloque comida blandos y salsas por el triturador de basura.

CONSEJO #2: LÍNEALO
Cubra su barril con periódico o bolsas de papel. Por favor, no use bolsas de plástico.

CONSEJO #3: PONLO EN CAPAS
Cree una capa de desechos de jardín y restos de comida; comience con los desechos de jardín en la parte inferior para absorber líquidos.

CONSEJO #4: EMPÁQUELO
Coloque los desechos de alimentos en una bolsa de papel. antes de colocarlo en los orgánicos barril.

CONSEJO #5: ALMACENARLO
Coloque su barril en un lugar sombreado o área bien ventilada para minimizar olores y/o plagas.

CONSEJO #6: PREPARARLO
Haga rodar su barril semanalmente, incluso si no esta lleno.

CONSEJO #7: ENJUAGUE
Enjuague su barril regularmente con agua y jabón. Permitir el contenedor para secar antes de usar. *Tenga en cuenta: no vierta agua de enjuague en el calle o desagüe pluvial.*

¡Limpieza en la comunidad!

• sábado, mayo 13, 2023 •

Burrtec ofrece lugares convenientes para arrojar los desechos de la limpieza de la comunidad de Duarte. Burrtec hará una recolección de desperdicios no peligrosos. Por favor no llevar llantas, desperdicios comerciales o desperdicios peligrosos.

Sírvase traer su factura de recolección de basura de Burrtec para dar prueba de su residencia.

Lugares para arrojar desechos:	Sábado
1) Estacionamiento del Centro Cívico (1600 Huntington Drive) Los residentes deben entrar por la calle Pops.	8 a.m. - 2 p.m.

Artículos grandes o voluminosos incluyen aceptables:

Electrodomésticos
- ✔ Lavaplatos
- ✔ Refrigeradoras
- ✔ Estufas
- ✔ Lavadoras y secadoras
- ✔ Calentadores de agua

Muebles
- ✔ Sillas
- ✔ Sofás
- ✔ Colchones
- ✔ Mesas

Otros
- ✔ Atados de leña/ramas de árboles (Máximo de 48 pulgadas de longitud)
- ✔ Juguetes
- ✔ Desperdicios electrónicos

Destruccion de documentos

Proteja su identidad , destruya sus documentos personales GRATIS!
Los residentes de Duarte SOLAMENTE

Qué llevar viejos estados de cuenta, talones de pago de edad, solicitudes de tarjetas de crédito, viejo papeles con información personal. No hay cuadernos por favor.
Dónde: Estacionamiento del Centro Cívico (1600 Huntington Drive)
Los residentes deben entrar por la calle Pops.
Fecha: mayo 13, 2023, sábado **Hora:** 8AM - 2PM

Para obtener más información, por favor llame Burrtec al (800) 325-9417.

Patrocinado por la ciudad de Duarte y Burrtec.

Reparto de abono gratis - *Gratis para los residentes de Duarte*

Dónde: Estacionamiento del Centro Cívico (1600 Huntington Drive)
Los residentes deben entrar por la calle Pops.
Fecha: mayo 13, 2023, sábado **Hora:** 8AM - 2PM

Beneficios del Abono:
- Ayuda a retener la humedad para reducir el riego
- Controla la erosión
- Suprime el crecimiento de malezas
- Proporciona nutrientes beneficiosos para mejorar la tierra

Este es un evento de auto-servicio. Por favor traiga bolsas resistentes, cubos, contenedores, guantes y una pala para tomar y cargar su abono.

Se le sirve en orden de llegada. Traiga una copia de su factura de basura.

Horario Festivo

No hay servicio en días feriados.

Año Nuevo | Día de Acción de Gracias | Día de los Caídos
Día de la Independencia | Día de Navidad | Día del Trabajo

Cuando el día festivo cae en un día entre semana, la semana se retrasa por un día. No hay interrupción de servicio o retraso cuando el día festivo cae en sábado o lunes.

Summer 2023

BURRTEC NEWS

WASTE AND RECYCLING NEWSLETTER

Sponsored by Burrtec Waste Industries for Duarte Residents

Congratulations to the 2023 Recycle Right Contest Winners!

April 2023 - Elena O.
May 2023 - Gilbert C.

Contact Information

Burrtec Waste Services
1017 West Gladstone Street
Azusa, CA 91702

Automated Payment Service
(888) 298-5161

Customer Service
(800) 325-9417

Hours of Operation
Monday-Friday
8:00 a.m. to 5:00 p.m.

Website
www.Burrtec.com/Duarte

Follow us on

Recycle Right!

Place these types of materials in your recycling container:

- ✔ Aerosol cans (completely empty)
- ✔ Aluminum cans
- ✔ Brochures
- ✔ Cardboard
- ✔ Cartons
- ✔ Cereal boxes (no wax paper lining)
- ✔ Coupons
- ✔ Envelopes
- ✔ Glass bottles & jars
- ✔ Junk mail
- ✔ Magazines/catalogs
- ✔ Newspaper
- ✔ Paper
- ✔ Paper tubes
- ✔ Phone books
- ✔ Plastic containers
- ✔ Plastic milk jugs
- ✔ Tin cans
- ✔ Wrapping paper




Food Waste Collection

Collect food scraps and food waste.

Place food waste inside your green waste barrel.

Reminder! Food Waste, NO Bag

- ✔ Bread
- ✔ Dairy
- ✔ Fish
- ✔ Food waste and scraps
- ✔ Fruit
- ✔ Meat
- ✔ Moldy or spoiled food
- ✔ Vegetables

For more information scan the QR code and watch the video.

Food Waste Tips

TIP #1: COLLECT
Add food waste to your designated container.

TIP #2: STORE IT
Store container of food waste in the freezer of your refrigerator.

TIP #3: LINE IT
Line your barrel with newspaper or paper bags. Please do not use plastic bags.

TIP #4: LAYER IT
Create a layer of yard waste and food scraps; start with yard waste at the bottom to absorb liquids.

TIP #5: BAG IT
Place food waste in a paper bag before you place it in the organics barrel.

Collection Day Reminder

On collection day, please place your containers in the street, at the curb, or near the corner of your driveway. Barrels should have the handles facing towards your home. Barrels should be placed one foot apart from each other. The barrels need to be placed at least 3 feet away from any obstruction such as a fence, mailbox, or vehicle.

All barrels must be curbside by 6:00 a.m. on your service day.

Holiday Schedule

Please note that services are interrupted on the following holidays:

Memorial Day | Independence Day | Labor Day
Thanksgiving Day | Christmas Day | New Year's Day

When a holiday falls on a Monday, there will be no service delay. Should a holiday fall between Tuesday and Friday, service will be delayed by one day.

verano 2023

BURRTEC NEWS

INFORMACIÓN DE DESECHOS Y RECICLAJE

Patrocinado por Burrtec Waste Industries para los residentes de la Ciudad de Duarte

¡Felicitaciones a los ganadores del concurso Recycle Right 2023!

abril 2023 - Elena O.
mayo 2023 - Gilbert C.

Información de Contacto

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Siganos en

¿Que puede usted reciclar?

Abajo hay una lista de reciclables que puede poner el contenedor azul:

- ✔ Botellas & frascos de vidrio
- ✔ Botes de Aerosol vacíos
- ✔ Cajas de cereal (sin papel encerado)
- ✔ Cajas de pañuelos
- ✔ Cartón
- ✔ Correo no deseado
- ✔ Cupones
- ✔ Directorios telefónicos
- ✔ Envases leche plásticos
- ✔ Folletos
- ✔ Latas
- ✔ Papel
- ✔ Papel de regalo
- ✔ Periódicos
- ✔ Productos de aluminio
- ✔ Productos plásticos
- ✔ Revistas/catálogos
- ✔ Sobres (con/sin ventana plástica)
- ✔ Tubos de papel




¡La recolección de desechos de comida está en camino!

Colecta los restos de comida y desechos de comida.

Coloque los desechos de comida dentro su carrito verde.

Reminder!
Food Waste, NO Bag

- ✔ Pan
- ✔ Lácteos
- ✔ Pescado
- ✔ Desechos y restos de comida
- ✔ Fruta
- ✔ Carne
- ✔ Comida en mal estado
- ✔ Verduras

Escanea el código QR para ver el video para más información.

Food Waste Tips

CONSEJO #1 RECOGER
Agregue desechos de comida a su contenedor designado.

CONSEJO #2: ALMACENARLO
Almacene el contenedor de desechos de comida en el congelador de su refrigerador.

CONSEJO #3: LÍNEALO
Cubra su barril con periódico o bolsas de papel. Por favor, no use bolsas de plástico.

CONSEJO #4: PONLO EN CAPAS
Cree una capa de desechos de jardín y restos de comida; comience con los desechos de jardín en la parte inferior para absorber líquidos.

CONSEJO #5: EMPÁQUELO
Coloque los desechos de alimentos en una bolsa de papel. antes de colocarlo en los orgánicos barril.

Recordatorio del día de recolección

Sírvase colocar sus contenedores en la calle, en el bordillo, o cerca de la esquina de la entrada a su garaje en el día de recolección. Los contenedores deben tener las agarraderas en dirección a su casa. Los contenedores se deben colocar un pie aparte de otro contenedores. Coloque los contenedores por lo menos 3 pies de distancia de cualquier obstrucción como por ejemplo una cerca, buzón o vehículo.

Todos los contenedores deben estar en el bordillo de la calle a las 6:00 a.m. en su día de recolección.

Horario Festivo

No hay servicio en días feriados.

Año Nuevo | Día de Acción de Gracias | Día de los Caídos
Día de la Independencia | Día de Navidad | Día del Trabajo

Cuando un día festivo cae en lunes, no habrá retraso en el servicio. Si un día festivo cae entre Martes y viernes, el servicio se retrasará un día.

BURRTEC NEWS

Fall 2023

WASTE AND RECYCLING NEWSLETTER

Sponsored by Burrtec Waste Industries
for the City of Duarte Commercial, Roll Off and Multifamily Customers

Contact Information

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Follow us on

Make Your Recycling Program a Success!

Ensuring the success of your recycling program depends on a few key elements; most importantly assistance from employees and/or residents.

Here are a few pointers to get you started in the right direction:

- Post signage to remind employees and/or residents to recycle specific items (cardboard, paper, etc.). Communication is essential! Newsletters and flyers also reinforce the message.
- Placement of recycling containers next to trash containers increases the chances of getting more recyclables into the correct container.
- Emptying recycling containers into the proper recycling bin will ensure that your business or multi-family residential dwelling is doing their part to lower costs and reduce landfill waste.

Help Keep Food Waste Recycling Clean!

Senate Bill 1383 requires a **75% reduction in organic waste disposal.** All residences and commercial businesses are required to participate and **recycle organic waste including food and landscape waste.** Food waste is collected, recycled and made into new products such as compost, mulch and renewable gas. **During the sorting process workers must remove non-acceptable material such as trash, plastic containers, glass and other contaminants.**

Keeping your containers free of contaminants will help sustain recycling costs and keep material clean to create new products.
Spread the message, "Help keep your food waste recycling clean!"

YOUR SORTING GUIDE - WHAT GOES WHERE?

Black Bin/Barrel is for trash

BAG ALL TRASH - DO NOT ADD HAZARDOUS WASTE

BLACK CONTAINER GUIDE

YES	YES	NO	NO
✓ Birds of Paradise	✓ Plastic bags	✗ Batteries	✗ Machinery
✓ Clothing	✓ Pet waste	✗ Electronic waste	✗ Paint
✓ Diapers	✓ Pizza boxes	✗ Hazardous waste	✗ Pesticides
✓ Dishware	✓ Plastic toys	✗ Hot ashes	✗ Oil
✓ Flower pots	✓ Plastic utensils	✗ Infectious waste	✗ Sharps
✓ Hoses	✓ Shrink wrap	✗ Flammables	✗ Tires
✓ Palm fronds	✓ Straws	✗ Fluorescent bulbs	
	✓ Wipes		

Blue Bin/Barrel is for recyclables

DO NOT BAG RECYCLABLES

BLUE CONTAINER GUIDE

YES	YES	NO	NO
✓ Aerosol cans	✓ Glass bottles & jars	✗ Bubble wrap	✗ Mirrors
✓ Aluminum cans	✓ Junk mail	✗ Carpet	✗ Pet food bags
✓ Brochures	✓ Newspaper	✗ Clothing	✗ Pizza boxes
✓ Cardboard	✓ Paper products	✗ Diapers	✗ Plastic toys
✓ Cartons	✓ #1 - #7 Plastics	✗ Dishware	✗ Soiled paper products
✓ Catalogs	✓ Tin cans	✗ Electronic waste	✗ Stuffed animals
✓ Computer paper	✓ Tissue boxes	✗ Furniture	✗ Wax paper
✓ Envelopes	✓ Wrapping paper	✗ Hoses	

Green Bin/Barrel is for green waste

DO NOT BAG GREEN WASTE

GREEN CONTAINER GUIDE

YES	YES	NO	NO
✓ Dead plants	✓ Shrub trimmings	✗ Animal waste	✗ Glass
✓ Flowers	✓ Small branches	✗ Batteries	✗ Hazardous waste
✓ Grass clippings	✓ Untreated wood	✗ Cactus	✗ Liquids
✓ Leaves	✓ Weeds	✗ Concrete	✗ Metal
✓ Prunings & twigs		✗ Dirt	✗ Plastic
		✗ Electronic waste	✗ Rocks
		✗ Flammables	

Brown Bin/Barrel is for food waste

DO NOT BAG FOOD WASTE

BROWN CONTAINER GUIDE

YES	YES	NO	NO
✓ Bread	✓ Food soiled Paper	✗ Aluminum foil	✗ Hazardous waste
✓ Coffee grounds	✓ Food waste and scraps	✗ Bottles and cans	✗ Liquids
✓ Cooked meat and bones	✓ Fruit	✗ Cooking oil	✗ Plastic
✓ Dairy	✓ Moldy or spoiled food	✗ Electronics	✗ Raw meat & poultry
✓ Eggshells	✓ Vegetables	✗ Glass	✗ Raw seafood
✓ Fish		✗ Green waste	✗ Trash

Holiday Schedule

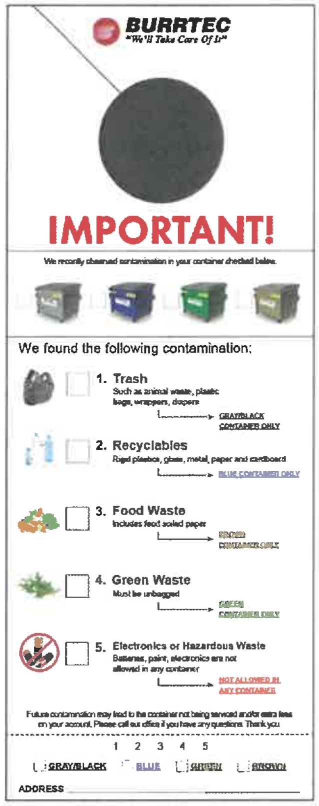
Please note that services are interrupted on the following holidays:

Memorial Day | Independence Day | Labor Day
Thanksgiving Day | Christmas Day | New Year's Day

When the holiday falls on a weekday, service will be delayed by one day.

State Required Contamination Monitoring of Recyclables

California state law SB 1383 requires jurisdictions to monitor trash, recycling, and organics barrels to minimize contamination. Trash and other contaminants in the recycling or organics collection container(s) could result in a fee and non-collection due to contamination. If contamination is found, contamination tags (as shown to the right) will be affixed to the container lid. After the first notice, customers may be charged a contamination fee and the container will not be serviced as recyclable; it will be subsequently serviced as trash. Please note: the contamination fee will be automatically assessed if hazardous or bio-hazardous materials are placed in any collection container. Not sure about what goes in each container? Contact our Burrtec Customer Service at (800) 325-9417 for assistance. As always, thank you for your continued support and cooperation!



Attention Food Service Providers

Existing state law requires certain businesses to implement a recycling and organics program. The law which went into effect July 1, 2020, requires food establishments that provide trash containers for products purchased and consumed on the premises to also provide properly labeled containers for recyclables and organic waste (food waste). These containers must be placed adjacent to trash containers.

AB 827 applies to limited-service restaurants such as those restaurants where customers order and pay at the counter and bus their own tables after eating. The law will affect restaurants, malls, and other businesses that serve food. Full-service food establishments that do not provide access to trash containers for products consumed on the premises will be exempt, as food workers will likely separate post-consumer food waste and recyclables in the dish washing areas.

Highlights:

- AB 827 requires collection containers at the front-of-house to be visible, accessible and labeled.
- This law affects businesses that sell products that are meant for immediate consumption.
- Full-service restaurants where employees bus and clean tables are exempt but must provide labeled collection containers adjacent to trash containers for employees/staff to separate post-consumer recyclables and organics.

For further information regarding this law, please visit https://www.calrecycle.ca.gov

Edible Food Recovery Requirement

Certain businesses have requirements and responsibilities as it relates to edible food recovery, such as:

- Not intentionally spoiling edible food that is capable of being recovered by a food recovery organization or service
- Making arrangements via contract with a food recovery organization or service to recover edible food that would be redistributed for human consumption

Is Your Business Affected?

TIER 1 Businesses - Effective January 1, 2022

- Food distributors
- Wholesale food vendors
- Food service providers
- Grocery stores and supermarkets (10,000 square feet or greater)

TIER 2 Businesses - Effective January 1, 2024

- Hotels with at least 200 rooms and an on-site food facility
- Restaurant facilities (5,000 square feet or larger, or seating more than 250)
- Local education agencies with an on-site food facility
- Healthcare facilities with an on-site food facility and 100+ beds
- Large venues (including shopping centers and malls) and events with 2,000+ daily visitors

The City of Duarte is a member of the San Gabriel Valley Regional Food Recovery Program which will conduct inspections of Tier 1 and Tier 2 businesses on behalf of the City. Learn more at sgvcog.org/regional-food-recovery-program.

Food Rescue Resources:

California Association of Food Banks
(cafoodbanks.org)

Community Action Partnership of San Bernardino County Food Bank
(capsbc.org)

Feeding America (Inland Empire)
(feedingamericaie.org)

Food Finder
(Foodfinders.us)

Los Angeles Regional Food Bank
(lafoodbank.org)

Additional Food Rescue Resource:
Burrtec Edible Food Rescue Resource Map
(https://bit.ly/FoodRescueMap)

For more information about SB 1383 details and requirements, please visit calrecycle.ca.gov

Fall 2023

BURRTEC NEWS

WASTE AND RECYCLING NEWSLETTER

Sponsored by Burrtec Waste Industries
for the City of Duarte's Residents

Contact Information

Burrtec Waste Services
1017 West Gladstone Street
Azusa, CA 91702

Automated Payment Service
(888) 298-5161

Customer Service
(800) 325-9417

Hours of Operation
Monday-Friday
8:00 am to 5:00 pm

Website
Burrtec.com/Duarte

Follow us on

ORGANICS BARREL CLEAN & ODOR FREE TIPS

Use tips that work best for your household!

TIP #1: USE THE SINK
Place soft foods and sauces down the garbage disposal.

TIP #2: LINE IT
Line your barrel with newspaper or paper bags. Please do not use plastic bags.

TIP #3: LAYER IT
Create a layer of yard waste and food scraps; start with yard waste at the bottom to absorb liquids.

TIP #4: BAG IT
Place food waste in a paper bag before you place it in the organics barrel.

TIP #5: STORE IT
Place your barrel in a shaded or well ventilated area to minimize odors and/or pests.

TIP #6: SET IT OUT
Roll your barrel out weekly, even if its not full.

TIP #7: RINSE IT
Rinse your barrel out regularly with water and soap. Allow the bin to dry before use. *Please note: do not dump rinse water into the street or storm drain.*

Duarte Community Clean-Up, Compost Giveaway and Shred Event Schedule

Saturday, November 18, 2023
Time: 8 AM to 2 PM
Where: Civic Center Parking Lot (1600 Huntington Drive)
Residents should enter from Pops Road.

Community Clean-Up - Burrtec offers a convenient drop-off location for Duarte's community clean-up. Burrtec will be collecting non-hazardous waste. No tires, commercial waste or hazardous waste will be accepted. Please bring your Burrtec trash bill for proof of residency.

Appliances
- ✔ Dishwashers
- ✔ Refrigerators
- ✔ Stoves
- ✔ Washers & dryers
- ✔ Water heaters

Furniture
- ✔ Chairs
- ✔ Couches
- ✔ Mattresses
- ✔ Tables

Others
- ✔ Bundles of lumber/ tree branches (48" max length)
- ✔ Toys
- ✔ Electronic Waste

Compost Giveaway - This is a self serve event so please bring sturdy bags, pails, containers, gloves, and a shovel to take and load your compost. Duarte residents ONLY. First come, first serve. Bring a copy of your trash bill.

Benefits of Compost:

- Helps retain moisture to reduce watering
- Controls erosion
- Suppresses weed growth
- Provides beneficial nutrients to improve soil

Shred Event - Protect your identity, shred your personal papers for FREE! Duarte Residents ONLY. Shredding ends at 2 PM or when the shred truck is full, whichever occurs first. Bring old bank statements, old pay stubs, credit card applications, old papers with personal information. No binders please.

For more information please call Burrtec at (800) 325-9417.

Holiday Schedule

Please note that services are interrupted on the following holidays:

Memorial Day | Independence Day | Labor Day
Thanksgiving Day | Christmas Day | New Year's Day

When a holiday falls on a Monday, there will be no service delay. Should a holiday fall between Tuesday and Friday, service will be delayed by one day.

otoño 2023

BURRTEC NEWS

INFORMACIÓN DE DESECHOS Y RECICLAJE

Patrocinado por Burrtec Waste Industries
para los residentes de la Ciudad de Duarte

Información de Contacto

Burrtec Waste Services
1017 West Gladstone Street
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Página web
Burrtec.com/Duarte

Siganos en

CONSEJOS DE LIMPIEZA PARA SU CARRITO ORGANICO

¡Use los consejos que funcionen mejor para su hogar!

CONSEJO #1: USE EL FREGADERO DE LA COCINA
Coloque comida blanda y salsas en el triturador de basura.

CONSEJO #2: LINEELO
Cubra su barril con periódico o bolsas de papel. Por favor, no use bolsas de plástico.

CONSEJO #3: PONGALO EN CAPAS
Cree una capa de desechos verdes y desechos de comida; comience con los desechos verdes en la parte inferior para absorber líquidos.

CONSEJO #4: EMPÁQUELO
Coloque los desechos de comida en una bolsa de papel antes de colocarlos en el barril de organicos.

CONSEJO #5: ALMACENARLO
Coloque su barril en un lugar sombreado o en una área bien ventilada para minimizar olores y/o plagas.

CONSEJO #6: PREPARARLO
Saque rodar su barril semanalmente, incluso si no esta lleno.

CONSEJO #7: ENJUAGUE
Enjuague su barril regularmente con agua y jabón. Deje que el contenedor se seque antes de usarlo de nuevo. *Tenga en cuenta: no arroje el agua de enjuague a la calle ni al desagüe pluvial.*

Calendario de Eventos de Limpieza Comunitarios, Abono y Trituración de Duarte

Sábado, 18 de Noviembre
Hora: 8 AM to 2 PM
Dónde: Estacionamiento del Centro Cívico (1600 Huntington Drive)
Los residentes deben entrar por la calle Pops.

Limpieza en la comunidad - Burrtec ofrece lugares convenientes para arrojar los desechos de limpieza de la comunidad de Duarte. Burrtec hará una recolección de desperdicios no peligrosos. Por favor no lleve llantas, desperdicios comerciales o desperdicios peligrosos. Por favor, asegurese de traer su factura de recolección de basura de Burrtec como prueba de su residencia.

Electrodomésticos
- ✔ Lavaplatos
- ✔ Refrigeradores
- ✔ Estufas
- ✔ Lavadoras y secadoras
- ✔ Calentadores de agua

Muebles
- ✔ Sillas
- ✔ Sofás
- ✔ Colchones
- ✔ Mesas

Otros
- ✔ Atados de leña/ramas de árboles (Máximo 48 pulgadas de largo)
- ✔ Juguetes
- ✔ Electrónicos

Reparto de abono gratis - Este es un evento de auto-servicio. Por favor traiga bolsas resistentes, cubos, contenedores, guantes y una pala para tomar y cargar su abono. Gratis para los residentes de Duarte. Se le sirve en orden de llegada. Por favor traiga una copia de su factura de basura.

Beneficios del Abono:
- Ayuda a retener la humedad para reducir el riego
- Controla la erosión
- Suprime el crecimiento de malezas
- Proporciona nutrientes beneficiosos para mejorar la tierra

Destruccion de documentos - Proteja su identidad , destruya sus documentos personales GRATIS! Residentes de Duarte SOLAMENTE. La trituración termina a las 2 PM o cuando el camión de trituración esté lleno, lo que ocurra primero. Traiga estados de cuenta viejos, talones de pago, solicitudes de tarjetas de crédito, papeles con información personal. No se aceptan cuadernos.

Para mas informacion, por favor llame a Burrtec al (800) 325-9417.

Horario Festivo

No hay servicio en días feriados.

Año Nuevo | Día de Acción de Gracias | Día de los Caídos
Día de la Independencia | Día de Navidad | Día del Trabajo

Si el día festivo cae en lunes, no habrá retrasos en el servicio. Si el día festivo cae entre martes y viernes, el servicio se retrasará un día.

Winter 2023/2024
BURRTEC NEWS
WASTE AND RECYCLING NEWSLETTER

Sponsored by Burrtec Waste Services for the City of Duarte Residents

Contact Information

Burrtec Waste Services
1017 West Gladstone Street
Azusa, CA 91702

Automated Payment Service
(888) 298-5161

Customer Service
(626) 932-1558

Hours of Operation
Monday-Friday
8:00 am to 5:00 pm

Follow us on

Website
Burrtec.com/city/service-location/duarte/

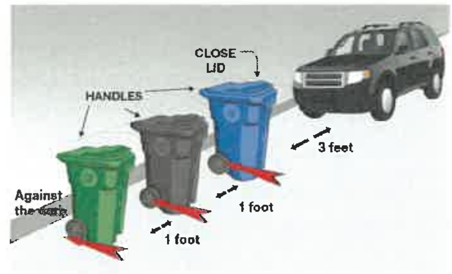
Extra Holiday Waste

Approximately 80% of your holiday trash is recyclable. All gift boxes, wrapping paper, greeting cards and cardboard packaging are items that may be placed in your recycling barrel. Burrtec will collect your excess holiday trash and recyclables. Beginning the day after Christmas for approximately one week, place excess holiday trash/recyclables in bags alongside your containers on your collection day.

The Holidays Are Soon Approaching!

Burrtec will collect and recycle Christmas trees from single-family residences. Please place your tree at curbside after Christmas on your collection day. Burrtec will provide this service from December 26th to January 12th.. Trees six feet and over need to be cut in half. Please take all ornaments, lights, and metal stands off of the tree. Flocked trees will not be recycled. They will be collected as trash. Flocked trees six feet and over also need to be cut in half.

Collection Day Reminder



On collection day, please place your containers in the street, at the curb, or near the corner of your driveway. Barrels should have the handles facing towards your home. Barrels should be placed one foot apart from each other. The barrels need to be placed at least three feet away from any obstruction such as a fence, mailbox, or vehicle.

All barrels must be curbside by 6 AM on your service day.

Can't Stand the Smell?

Below are some tips to help you reduce barrel odors:

- Place your green barrels on your lawn and rinse with soap and water to prevent any foods from sticking to the inside.
- Place food waste in a paper bag before disposing in green organics barrel.
- Place your trash in a plastic garbage bag and make sure that it's securely tied before placing into barrels.

Good barrel hygiene is the secret to maintaining an odor-free barrel and an easy way to keep away unwanted insects.

Used Oil Collection

Residents are eligible to participate in the Used Oil Collection Program. Used motor oil and filter pick-ups take place on trash day, and must be scheduled at least one day in advance. This service is available to single-family homes. Up to three free collections may be requested per calendar year. Please contact Burrtec's Customer Service Department in advance to schedule your collection service.

Dispose of your SHARPS Waste properly!

It is Illegal to dispose of needles, syringes, lancets, and other sharp objects into your trash. Burrtec will provide residential service customers with FREE SHARPS CONTAINERS. Please contact our Customer Service Department for more information.

Holiday Schedule

Please note that services are interrupted on the following holidays:

Memorial Day | Independence Day | Labor Day
Thanksgiving Day | Christmas Day | New Year's Day

When a holiday falls on a Monday, there will be no service delay. Should a holiday fall between Tuesday and Friday, service will be delayed by one day.

Do You Have.......The Right Stuff?!

Residents who recycle correctly help keep rates lower for everyone and lower the amount of trash going to the landfill! You can help by taking the Recycling Challenge!!!

Win $100 if you recycle the right stuff!

Burrtec will award two participating residents with a $ 100 prize (or account credit) if they are selected and keep their recycling, organics and trash in the right barrel.

How To Participate:

- Fill out entry form and send it to Burrtec.
- Keep trash out of your blue and green barrel(s).
- Keep recyclables out of your black and green barrel(s).
- Keep organics out of your black and blue barrel(s).
- Entries will be selected at random - one per month (March and April 2024).

Please send your completed form to Burrtec using one of the options below:

Mail: 1017 W Gladstone Street
Azusa, CA 91702

Email: bws@burrtec.com

Fax: (626) 932-1578

Winner may be recognized at a City council meeting. Photograph(s) and/or digital image(s) may be used in news releases and/or educational materials.

March & April 2024 Duarte Recycle Right Contest
Entry Form *(Please Print)*

Print Name: ______________________________

Address: ______________________________

City/State/Zip: ______________________________

Phone Number: ______________________________

Email Address: ______________________________

Signature: ____________________ Date: __________

WHAT GOES WHERE?

Black Barrel is for trash

BAG TRASH - DO NOT ADD HAZARDOUS WASTE

Blue Barrel is for recyclables

DO NOT BAG RECYCLABLES

Green Barrel is for green waste & food waste

DO NOT BAG GREEN WASTE

BLACK BARREL GUIDE

YES	NO
✓ Clothing	✗ Batteries
✓ Diapers	✗ Electronic waste
✓ Dishware	✗ Hazardous waste
✓ Hoses	✗ Hot ashes
✓ Flower pots	✗ Flammables
✓ Paper towels	✗ Fluorescent bulbs
✓ Pet waste	✗ Machinery
✓ Pizza boxes	✗ Paint
✓ Plastic bags	✗ Pesticides
✓ Plastic toys	✗ Recyclables
✓ Plastic utensils	✗ Oil
✓ Shrink wrap	✗ Sharps
✓ Soiled paper	✗ Tires
✓ Straws	
✓ Wipes	

BLUE BARREL GUIDE

YES	NO
✓ Aerosol cans	✗ Bubble wrap
✓ Aluminum cans	✗ Carpet
✓ Cardboard	✗ Clothing
✓ Cartons	✗ Dishware
✓ Computer paper	✗ Electronic waste
✓ Envelopes	✗ Furniture
✓ Glass bottles & jars	✗ Fluorescent bulbs
✓ Junk mail	✗ Hoses
✓ Magazines	✗ Mirrors
✓ Newspaper	✗ Pet food bags
✓ Paper	✗ Pizza boxes
✓ #1 - #7 Plastics	✗ Plastic play pools
✓ Tin cans	✗ Plastic toys
✓ Tissue boxes	✗ Stuffed animals
✓ Wrapping paper	

GREEN BARREL GUIDE

YES	NO
✓ Brush	✗ Batteries
✓ Dead plants	✗ Cactus
✓ Flowers	✗ Concrete
✓ Food soiled paper	✗ Dirt
✓ Food waste	✗ Electronic waste
✓ Grass clippings	✗ Flammables
✓ Leaves	✗ Glass
✓ Livestock manure	✗ Hazardous waste
✓ Prunings	✗ Liquids
✓ Shrub trimmings	✗ Metal
✓ Small branches	✗ Pet waste
✓ Twigs	✗ Plastic
✓ Untreated wood	✗ Rocks
✓ Weeds	

invierno 2023/2024

BURRTEC NEWS

INFORMACIÓN DE DESECHOS Y RECICLAJE

Patrocinado por Burrtec Waste Industries para los residentes de la Ciudad de Duarte

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Síganos en

Página web
Burrtec.com/city/service-location/duarte/

Basura Sobrante de Dias Festivos

Aproximadamente el 80% de los desperdicios navideños son reciclables. Todas las cajas de regalo, papel de regalo, tarjetas y los empaquetados de cartón son elementos que pueden colocarse en su carrito de reciclaje. Burrtec recogerá el exceso de basura y materiales reciclables de los dias festivos. Comenzando el día después de Navidad por aproximadamente una semana, coloque el exceso de basura / reciclables de las festividades en bolsas junto a sus contenedores el día de su recolección.

Los Dias Festivos se Acercan Pronto!

Burrtec recolectará y reciclará árboles de Navidad de residencias familiares. Por favor coloque su árbol en la acera después de Navidad en su día de su recolección regular. Burrtec ofrecera este servicio del 26 de diciembre al 12 de enero. Los árboles de seis pies o más deben cortarse por mitad. Por favor quite todos los adornos, luces y soportes de metal de su árbol. Los árboles flocados no serán reciclados, serán recolectados como basura. Los árboles flocados de seis pies o más también deben cortarse por la mitad.

Recordatorio del día de recolección

Sírvase colocar sus contenedores en la calle, en el bordillo, o cerca de la esquina de la entrada a su garaje en el día de recolección. Los contenedores deben tener las agarraderas en dirección a su casa. Los contenedores se deben colocar un pie aparte de otro contenedores. Coloque los contenedores por lo menos tres pies de distancia de cualquier obstrucción como por ejemplo una cerca, buzón o vehículo.

Todos los contenedores deben estar en el bordillo de la calle a las 6 AM en su día de recolección.

¿No soporta el olor?

Abajo hay algunos consejos para ayudarlo a reducir los olores de sus carritos:

- Coloque sus carritos verdes en su césped y enjuáguelos con agua y jabón para evitar que comida se peguen al interior.
- Coloque los desechos de comida en una bolsa de papel antes de desecharlos en el carrito orgánico verde.
- Coloque su basura en una bolsa de basura de plástico y asegúrese de que esté bien atada antes de colocarla en el carrito negro.

Una buena higiene del los carritos es el secreto para mantener los carritos libre de olores y una manera fácil de mantener alejados a los insectos no deseados.

Colección de Aceite Usado

Los residentes son elegibles para participar en el Programa de Recolección de Aceite Usado. La recolección de aceite de motor y filtros usados se realiza en el día de basura, y debe programarse con al menos un día de anticipación. Este servicio está disponible para viviendas unifamiliares. Se pueden solicitar hasta tres recolecciónes gratuitas al año. Por favor comuníquese con el Departamento de Servicio al Cliente de Burrtec con anticipación para agendar su servicio de recolección.

¡Deseche de manera apropiada sus residuos de Objetos Punzantes!

Los desechos FILOSOS generados en el hogar incluyen agujas, jeringuillas, lancetas y otros objetos filosos utilizados para cuidados médicos en el hogar. Burrtec proveerá a los clientes RECIPIENTES GRATUITOS PARA OBJETOS FILOSOS. Para mas información por favor comuniquese a nuestro Departamento de Servicio al Cliente.

Horario Festivo

No hay servicio en días feriados.

Año Nuevo | Día de Acción de Gracias | Día de los Caídos
Día de la Independencia | Día de Navidad | Día del Trabajo

Si el día festivo cae en lunes, no habrá retrasos en el servicio. Si el día festivo cae entre martes y viernes, el servicio se retrasará un día.

¿TIENE LO QUE SE NECESITA?

Los residentes que reciclen correctamente ayudan a mantener las tarifas más bajas para todos y ¡reducen la cantidad de basura que va al vertedero! ¡Usted puede ayudar participando en el reto de reciclaje!!!

¡Gane $ 100 si usted recicla el material correcto!

Burrtec premiará a dos (2) residentes participantes con un premio de $100 si son elegidos y si mantienen los materiales correctos en los contenedores de reciclaje, desechos orgánicos y basura.

Como participar:

- Llene el formulario de inscripción y envíelo a Burrtec.
- Mantenga basura fuera de su(s) barril(es) azul y verde.
- Mantenga reciclables fuera de su(s) barril(es) negro y verde.
- Mantenga orgánicos fuera de su(s) barril(es) negro y azul.
- Las entradas se seleccionarán al azar: una por mes (marzo y abril 2024).

Por favor envíe su formulario completado a Burrtec usando uno de las siguientes opciones:

Correo: 1017 W Gladstone Street
Azusa, CA 91702

Correo electrónico:
bws@burrtec.com

Fax:
(626) 932-1578

El ganador puede ser reconocido en una junta del Ayuntamiento. Se pueden utilizar fotografías y / o imágenes digitales en comunicados de prensa y / o materiales educativos.

marzo y abril 2024 Duarte Reto de Reciclaje
Formulario de entrada *(Por favor use letra de molde)*

Nombre: ______________________________

Dirección: ______________________________

Número de teléfono: ______________________________

Correo electrónico: ______________________________

Firma: ______________________ Fecha: __________

SU GUÍA DE BARRILES: ¿QUÉ VA A DÓNDE?

Barril Negro
es para basura

NO AÑADE RESIDUOS PELIGROSOS

Barril Azul
es para reciclables

NO EMBOLSE RECICLABLES

Barril Verde
es para desechos verdes y desechos de comida

NO EMBOLSE DESECHOS VERDES

GUÍA BARRIL NEGRO

SÍ	NO
✓ Bolsas de plástico	✗ Aceite
✓ Vidrio de ventana	✗ Baterías
✓ Envoltura retráctil	✗ Bombillas flourescentes
✓ Juguetes de plástico	✗ Cenizas calientes
✓ Macetas	✗ Inflamables
✓ Mangueras	✗ Maquinaria
✓ Pajitas	✗ Neumáticos
✓ Pañales	✗ Objetos punzocortantes
✓ Residuos de mascotas	✗ Pesticidas
✓ Ropa	✗ Pintura
✓ Toallitas	✗ Residuos electrónicos
✓ Utensilios de plastico	✗ Reciclables
✓ Vajilla	✗ Residuos peligrosos

GUÍA BARRIL AZUL

SÍ	NO
✓ Botellas y frascos de vidrio	✗ Alfombra
✓ Cajas de pañuelos	✗ Bolsas de comida para mascotas
✓ Cartón	✗ Cajas de pizza
✓ Cartulina	✗ Espejos
✓ Catálogos	✗ Juguetes de plástico
✓ Correo no deseado	✗ Mangueras
✓ Folletos	✗ Muebles
✓ Latas	✗ Pañales
✓ Latas de aerosol	✗ Papel encerado
✓ Latas de aluminio	✗ Peluches
✓ Papel de computadora	✗ Platos de ceramica
✓ Papel de regalo	✗ Plástico de burbujas
✓ Periódico	✗ Vidrio de ventana
✓ Plásticos #1 - #7	✗ Residuos electrónicos
✓ Productos de papel	✗ Ropa
✓ Sobres	

GUÍA BARRIL VERDE

SÍ	NO
✓ Desechos de comida	✗ Baterías
✓ Estiércol de ganado	✗ Cactus
✓ Flores	✗ Concreto
✓ Hojas	✗ Inflamables
✓ Hojas de palma	✗ Líquidos
✓ Madera sin tratar	✗ Metal
✓ Malas hierbas	✗ Plastico
✓ Papel manchado de comida	✗ Residuos electrónicos
✓ Plantas muertas	✗ Residuos de mascotas
✓ Podas y Leña menuda	✗ Residuos peligrosos
✓ Ramas pequeñas	✗ Rocas
✓ Recortes de arbustos	✗ Tierra
✓ Recortes de césped	✗ Vidrio

February 17, 2023

«Billing_Customer»
«Mailing_Address»
«Mailing_City», «Mailing_State» «Mailing_ZIP»

Re: Notice of Non-Compliance – Mandatory Commercial Organics and Recycling Program (SB 1383)

Dear Customer:

California state law requires businesses to participate in programs to minimize organic waste going to the landfill. This letter is to inform you of the mandatory commercial recycling and organics programs that affect your business and community. The City of Duarte adopted Ordinance 905 as required by statewide recycling requirements under Senate Bill 1383 and Assembly Bills 341 and 1826 which are intended to accomplish the following goals:

- Improve air quality by reducing greenhouse gas emissions from organic waste disposal such as food and landscape waste
- Recover edible food and redistribute to address food insecurity
- Conserve natural resources and preserve limited landfill space

These laws require all businesses and multifamily properties to implement the following:

- Recycle their organic waste including food waste and landscape waste
- Recycle the recyclable materials such as plastics, cardboard, paper, metal, glass, and other items

In accordance with California recycling laws, your business or property **«Service_Customer»** at **«Address»** **may be required** to implement organics recycling and/or solid waste recycling. You can comply by subscribing to recycling services with Burrtec and separating your recyclable and organic materials from your trash.

Assistance in evaluating your overall solid waste and recycling needs is also available. Burrtec's Recycling Service Coordinators can conduct a free waste assessment and assist in making any necessary service changes to comply with the laws. Should you have any questions or to obtain a waste assessment, please call Burrtec's Customer Service office at (800) 325-9417.

Your deadline to comply and avoid further action is March 17, 2023.

If you meet certain requirements, you may qualify for a program waiver. Please scan the QR code and complete the online waiver application.

The waiver application is also available to print at https://bit.ly/SB1383WaiverApplication. Please note, the website link is case sensitive. Please email the completed form to Compliance@Burrtec.com

We appreciate your cooperation in this matter and will follow up to ensure your compliance is properly recorded.

Sincerely,

Victoria Rocha
Assistant to the City Manager/PIO

Scan QR Code to complete waiver application online

Duarte-COMM-SB1383 02-23

BURRTEC
"We'll Take Care Of It"

IMPORTANT!

We recently observed contamination in your container checked below.

☐  ☐  ☐ 

We found the following contamination:

☐ **1. Trash**
Such as animal waste, plastic bags, wrappers, diapers
→ BLACK BARREL ONLY

☐ **2. Recyclables**
Rigid plastics, glass, metal, paper and cardboard
→ BLUE BARREL ONLY

☐ **3. Food Waste**
Includes food soiled paper
→ GREEN BARREL ONLY

☐ **4. Green Waste**
Must be unbagged
→ GREEN BARREL ONLY

☐ **5. Electronics or Hazardous Waste**
Batteries, paint, electronics are not allowed in any barrel
→ NOT ALLOWED IN ANY BARREL

Future contamination may lead to the container not being serviced and/or extra fees on your account. Please call our office if you have any questions. Thank you.

- -

1 2 3 4 5

☐ BLACK ☐ BLUE ☐ GREEN

ADDRESS ______________________________

Black Barrel
is for trash

TRASH GUIDE

YES	NO
✓ Clothing	× Batteries
✓ Diapers	× Electronic waste
✓ Dishware	× Hazardous waste
✓ Flower pots	× Hot ashes
✓ Hoses	× Infectious waste
✓ Plastic bags	× Flammables
✓ Pet waste	× Fluorescent bulbs
✓ Plastic toys	× Machinery
✓ Plastic utensils	× Paint
✓ Shrink wrap	× Pesticides
✓ Straws	× Oil
✓ Window glass	× Sharps
✓ Wipes	× Tires

Blue Barrel
is for recyclables

RECYCLING GUIDE

YES	NO
✓ Aerosol cans	× Bubble wrap
✓ Aluminum cans	× Carpet
✓ Cardboard	× Ceramic dishes
✓ Catalogs	× Clothing
✓ Envelopes	× Diapers
✓ Glass bottles & jars	× Electronic waste
✓ Junk mail	× Hoses
✓ Newspaper	× Mirrors
✓ Paper	× Pet food bags
✓ #1 - #7 Plastics	× Pizza boxes, soiled
✓ Tin cans	× Plastic toys
✓ Tissue boxes	× Used paper products
✓ Wrapping paper	× Window glass

Green Barrel
is for green waste & food waste

ORGANICS GUIDE

YES	NO
✓ Birds of Paradise	× Animal waste
✓ Dead plants	× Batteries
✓ Flowers	× Cactus
✓ Food soiled paper	× Concrete
✓ Food waste	× Dirt
✓ Grass clippings	× Electronic waste
✓ Leaves	× Flammables
✓ Prunings	× Glass
✓ Shrub trimmings	× Hazardous waste
✓ Small branches	× Liquids
✓ Twigs	× Metal
✓ Untreated wood	× Plastic
✓ Weeds	× Rocks

YOUR WASTE GUIDE:
WHAT GOES WHERE?

LEARN MORE AT
BURRTEC.COM

BURRTEC
"We'll Take Care Of It"

HOW TO COLLECT

FOOD WASTE AT HOME

1 COLLECT

Begin collecting food waste separate from your other trash and recycling. This includes: fruits, vegetables, meats, seafood, bread, dairy, eggshells, coffee, plate scrapings, peels, rinds, food soiled paper, and expired food.

2 ADD

Add food waste to your designated food waste container. Store it in a convenient place, such as on your countertop, in your refrigerator or under your sink.

3 DISCARD

Place your food waste directly in your green barrel, along with your green waste. Do not place any plastic bags in your green barrel. Remember, food waste no longer belongs in your trash barrel. Do not place food scraps in a plastic bag - paper bags or wrapped in newspaper are acceptable.

WATCH THE VIDEO

SCAN TO LEARN MORE

CÓMO RECOLECTAR
DESECHOS DE COMIDA EN CASA

1 RECOLECTAR

Comience a recolectar los desechos de comida separados de su otra basura y reciclaje. Esto incluye: frutas, verduras, carnes, mariscos, pan, productos lácteos, cáscaras de huevo, café, sobras en el plato, papel sucio con comida y comida caducada.

2 AGREGAR

Agregue los desechos de comida a su contenedor designado para desechos de comida. Guárdelo en un lugar conveniente, como en su mostrador, en su refrigerador o debajo de su fregadero.

3 DESECHAR

Coloque los desechos de comida en su barril verde, junto con sus desechos verdes. No coloque ninguna bolsa de plástico en su barril verde. Recuerde, los desechos de comida ya no pertenecen en el basurero. No coloque los restos de comida en una bolsa de plástico; las bolsas de papel o los restos envueltos en papel periódico son aceptables.

VER EL VÍDEO

ESCANEAR PARA APRENDER MÁS

BURRTEC
"We'll Take Care Of It"

YOUR CONTAINER GUIDE:
WHAT GOES WHERE?

Black Container
is for trash

DO NOT ADD HAZARDOUS WASTE

Blue Barrel
is for recyclables

PLEASE DO NOT BAG RECYCLABLES

Green Barrel
is for green waste & food waste

PLEASE DO NOT BAG FOOD WASTE

BLACK CONTAINER GUIDE

YES	NO
Animal waste	Batteries
Clothing	Electronic waste
Diapers	Hazardous waste
Dishware	Hot ashes
Hoses	Flammables
Flower pots	Fluorescent bulbs
Mirrors	Machinery
Pet food bags	Paint
Plastic bags	Pesticides
Plastic toys	Organics
Plastic utensils	Recyclables
Shrink wrap	Sharps
Straws	Tires
Window glass	

BLUE BARREL GUIDE

YES	NO
Aerosol cans	Bubble wrap
Aluminum cans	Batteries
Cardboard	Carpet
Catalogs	Ceramic dishes
Envelopes	Clothing
Glass bottles & jars	Diapers
Empty tin cans	Electronics
Junk mail	Fluorescent bulbs
Newspaper	Hoses
Paper	Mirrors
Pizza boxes	Pet food bags
#1 - #7 Plastics	Plastic toys
Tissue boxes	Stuffed animals
Wrapping paper	Window glass

GREEN BARREL GUIDE

YES	NO
Dead plants	Animal waste
Expired food	Batteries
Flowers	Cactus
Food soiled paper	Concrete
Food waste	Dirt
Grass clippings	Electronics
Leaves	Flammables
Prunings	Glass
Shrub trimmings	Hazardous waste
Small branches	Metal
Twigs	Oil
Untreated wood	Plastic
Weeds	Rocks
	Sharps

THESE SYMBOLS INDICATE PROPER DISPOSAL

GARBAGE | RECYCLING | ORGANIC WASTE | HAZARDOUS WASTE | ELECTRONIC WASTE | CALL OUR OFFICE

BURRTEC
"We'll Take Care Of It"

SU GUÍA DE CONTENEDORES:
¿QUÉ VA DÓNDE?

Contenedor Negro
es para **basura**

NO AÑADE RESIDUOS PELIGROSOS

GUÍA DE CONTENEDORES NEGRO

SÍ	NO
Residuos de mascota	Baterías ⚡
Ropa	Electrónicos 📞
Pañales	Residuos peligrosos ⚠
Vajilla	Cenizas calientes ⚠
Mangueras	Inflamables ⚠
Macetas	Bombillas fluorescentes ⚡
Espejos	Maquinaria 📞
Bolsas de comida para mascotas	Pintura ⚠
Bolsas de plástico	Pesticidas ⚠
Juguetes de plástico	Orgánicos 🍃
Utensilios de plastico	Reciclables ♻
Envoltura retráctil	Objetos punzocortantes ⚠
Pajitas	Neumáticos 📞
Vidrios de ventana	

Barril Azul
es para **reciclables**

POR FAVOR NO EMBOLSE RECICLABLES

GUÍA BARRIL AZUL

SÍ	NO
Latas de aerosol	Plástico de burbujas 🗑
Latas de aluminio	Baterías ⚡
Cartón	Alfombra 📞
Catálogos	Platos de cerámica 🗑
Sobres	Ropa 🗑
Botellas y frascos de vidrio	Pañales 🗑
Latas	Electrónicos 📞
Correo no deseado	Bombillas fluorescentes ⚡
Periódico	Mangueras 🗑
Papel	Espejos 🗑
Cajas de pizza	Bolsas de comida para mascotas 🗑
Plásticos #1 - #7	Juguetes de plástico 🗑
Cajas de pañuelos	Peluches 🗑
Papel de regalo	Vidrios de ventana 🗑

Barril Verde
es para **desechos verdes** y **desechos de comida**

POR FAVOR NO EMBOLSE DESECHOS DE COMIDA

GUÍA BARRIL VERDE

SÍ	NO
Plantas muertas	Residuos de mascotas 🗑
Comida caducada	Baterías ⚡
Flores	Cactus 🗑
Papel manchado de comida	Concreto 📞
Desechos de comida	Tierra 📞
Recortes de césped	Electrónicos 📞
Hojas	Inflamables ⚠
Podas	Vidrio 🗑
Recortes de arbustos	Residuos peligrosos ⚠
Ramas pequeñas	Metal ♻
Madera sin tratar	Aceite ⚠
Malas hierbas	Plástico ♻
	Rocas 📞
	Objetos punzocortantes ⚠

ESTOS SÍMBOLOS INDICAN LA ELIMINACIÓN ADECUADA

🗑 BASURA ♻ RECICLAJE 🍃 RESIDUOS ORGÁNICOS ⚠ RESIDUOS PELIGROSOS ⚡ RESIDUOS ELECTRÓNICOS 📞 LLAME A NUESTRA OFICINA

BURRTEC
"We'll Take Care Of It"

YOUR BARREL GUIDE:
WHAT GOES WHERE?

Black Barrel	**Blue Barrel**	**Green Barrel**
is for trash	is for recyclables	is for green waste & food waste

DO NOT ADD HAZARDOUS WASTE

BLACK CONTAINER GUIDE

YES	NO
Animal waste	Batteries ⚡
Clothing	Electronic waste 📞
Diapers	Hazardous waste ⚠
Dishware	Hot ashes ⚠
Hoses	Flammables ⚠
Flower pots	Fluorescent bulbs ⚡
Mirrors	Machinery 📞
Pet food bags	Paint ⚠
Plastic bags	Pesticides ⚠
Plastic toys	Organics 🌿
Plastic utensils	Recyclables ♻
Shrink wrap	Sharps ⚠
Straws	Tires 📞
Window glass	

PLEASE DO NOT BAG RECYCLABLES

BLUE BARREL GUIDE

YES	NO
Aerosol cans	Bubble wrap 🗑
Aluminum cans	Batteries ⚡
Cardboard	Carpet 📞
Catalogs	Ceramic dishes 🗑
Envelopes	Clothing 🗑
Glass bottles & jars	Diapers 🗑
Empty tin cans	Electronics 📞
Junk mail	Fluorescent bulbs ⚡
Newspaper	Hoses 🗑
Paper	Mirrors 🗑
Pizza boxes	Pet food bags 🗑
#1 - #7 Plastics	Plastic toys 🗑
Tissue boxes	Stuffed animals 🗑
Wrapping paper	Window glass 🗑

PLEASE DO NOT BAG FOOD WASTE

GREEN BARREL GUIDE

YES	NO
Dead plants	Animal waste 🗑
Expired food	Batteries ⚡
Flowers	Cactus 🗑
Food soiled paper	Concrete 📞
Food waste	Dirt 📞
Grass clippings	Electronics 📞
Leaves	Flammables ⚠
Prunings	Glass 🗑
Shrub trimmings	Hazardous waste ⚠
Small branches	Metal ♻
Twigs	Oil ⚠
Untreated wood	Plastic ♻
Weeds	Rocks 📞
	Sharps ⚠

THESE SYMBOLS INDICATE PROPER DISPOSAL

🗑 GARBAGE ♻ RECYCLING 🌿 ORGANIC WASTE ⚠ HAZARDOUS WASTE ⚡ ELECTRONIC WASTE 📞 CALL OUR OFFICE

BURRTEC
"We'll Take Care Of It"

SU GUÍA DE BARRILES:
¿QUÉ VA DÓNDE?

Barril Negro
es para **basura**

Barril Azul
es para **reciclables**

Barril Verde
es para **desechos verdes** y **desechos de comida**

NO AÑADE RESIDUOS PELIGROSOS

GUÍA BARRIL NEGRO

SÍ	NO
Residuos de mascota	Baterías
Ropa	Electrónicos
Pañales	Residuos peligrosos
Vajilla	Cenizas calientes
Mangueras	Inflamables
Macetas	Bombillas fluorescentes
Espejos	Maquinaria
Bolsas de comida para mascotas	Pintura
Bolsas de plástico	Pesticidas
Juguetes de plástico	Orgánicos
Utensilios de plastico	Reciclables
Envoltura retráctil	Objetos punzocortantes
Pajitas	Neumáticos
Vidrios de ventana	

POR FAVOR NO EMBOLSE RECICLABLES

GUÍA BARRIL AZUL

SÍ	NO
Latas de aerosol	Plástico de burbujas
Latas de aluminio	Baterías
Cartón	Alfombra
Catálogos	Platos de cerámica
Sobres	Ropa
Botellas y frascos de vidrio	Pañales
Latas	Electrónicos
Correo no deseado	Bombillas fluorescentes
Periódico	Mangueras
Papel	Espejos
Cajas de pizza	Bolsas de comida para mascotas
Plásticos #1 - #7	Juguetes de plástico
Cajas de pañuelos	Peluches
Papel de regalo	Vidrios de ventana

POR FAVOR NO EMBOLSE DESECHOS DE COMIDA

GUÍA BARRIL VERDE

SÍ	NO
Plantas muertas	Residuos de mascotas
Comida caducada	Baterías
Flores	Cactus
Papel manchado de comida	Concreto
Desechos de comida	Tierra
Recortes de césped	Electrónicos
Hojas	Inflamables
Podas	Vidrio
Recortes de arbustos	Residuos peligrosos
Ramas pequeñas	Metal
Madera sin tratar	Aceite
Malas hierbas	Plástico
	Rocas
	Objetos punzocortantes

ESTOS SÍMBOLOS INDICAN LA ELIMINACIÓN ADECUADA

BASURA · RECICLAJE · RESIDUOS ORGÁNICOS · RESIDUOS PELIGROSOS · RESIDUOS ELECTRÓNICOS · LLAME A NUESTRA OFICINA

BURRTEC
"We'll Take Care Of It"

FAQs

Your Residential Food Waste Recycling Program

Am I required to participate?

Yes. This is a California law that requires all residents, multi-family homes, and commercial businesses to participate in food waste recycling in order to comply with Senate Bill 1383.

Do I need to use a plastic bag to line my food waste pail?

You may use a plastic bag to line your food waste pail but this is not required. You will add food waste directly to your green barrel. Do not include any plastic bags in your green barrel.

What is the benefit of recycling food waste?

Your recycling efforts contribute to the reduction of greenhouse gas emissions in landfilled organic waste. This includes methane, a greenhouse gas 80 times more potent than carbon dioxide.

I already backyard compost, do I have to participate?

We encourage you to continue backyard composting. Organic items not suitable for backyard compost can be recycled through this program.

Can I use my garbage disposal instead?

No need to change your current garbage disposal use. Food currently being discarded in your trash barrel should now be placed in your green waste barrel.

What items are acceptable?

Fruits, vegetables, meats, seafood, dairy, eggshells, bread, food scraps, food soiled paper, plate scrapings, and expired food.

What items are not acceptable?

Trash, styrofoam, liquids, glass, plastic, metal, diapers, pet waste, electronic waste, and hazardous waste.





THANK YOU FOR DOING YOUR PART!

BURRTEC
"We'll Take Care Of It"

1383F33

PREGUNTAS MÁS FRECUENTES

Su Programa de Reciclaje de Desechos de Comida Residencial

¿Estoy obligado a participar?

Sí. Esta es una ley de California que requiere que todos los residentes, hogares multifamiliares y negocios comerciales participen en el reciclaje de desechos de comida para cumplir con el Proyecto de Ley del Senado 1383.

¿Necesito usar una bolsa de plástico para forrar mi cubeta de desechos de comida?

Puede usar una bolsa de plástico para forrar su cubeta de desechos de comida, pero no es obligatorio. Agregará desechos de comida directamente a su barril verde. No incluya ninguna bolsa de plástico en su barril verde.

¿Cuál es el beneficio de reciclar los desechos de comida?

Sus esfuerzos de reciclaje contribuyen a la reducción de las emisiones de gases de efecto invernadero en los residuos orgánicos depositados en vertederos. Esto incluye el metano, un gas de efecto invernadero 80 veces más potente que el dióxido de carbono.

Ya hago abono de traspatio, ¿tengo que participar?

Le sugerimos continuar con el compostaje en el jardín. Los artículos orgánicos que no sean aptos para el abono de jardín pueden reciclarse a través de este programa.

¿Puedo usar mi triturador de basura en su lugar?

No es necesario cambiar el uso actual de su triturador de basura. Las comidas que se desechan actualmente en su contenedor de basura ahora deben colocarse en su contenedor de desechos verdes.

¿Qué artículos son aceptables?

Frutas, verduras, carnes, mariscos, lácteos, cáscaras de huevo, pan, restos de comida, papel sucio con comida, sobras en el plato y comida caducada.

¿Qué artículos no son aceptables?

Basura, productos de espuma de poliestireno, líquidos, vidrio, plástico, metal, pañales, desechos de mascotas, desechos electrónicos y desechos peligrosos.

¡GRACIAS POR HACER SU PARTE!

BURRTEC

"We'll Take Care Of It"

BURRTEC
"We'll Take Care Of It"

IMPORTANT!

We recently observed contamination in your container checked below.

☐  ☐  ☐ 

We found the following contamination:


☐ **1. Trash**
Such as animal waste, plastic bags, wrappers, diapers
→ **BLACK BARREL ONLY**


☐ **2. Recyclables**
Rigid plastics, glass, metal, paper and cardboard
→ **BLUE BARREL ONLY**


☐ **3. Food Waste**
Includes food soiled paper
→ **GREEN BARREL ONLY**


☐ **4. Green Waste**
Must be unbagged
→ **GREEN BARREL ONLY**


☐ **5. Electronics or Hazardous Waste**
Batteries, paint, electronics are not allowed in any barrel
→ **NOT ALLOWED IN ANY BARREL**

Future contamination may lead to the container not being serviced and/or extra fees on your account. Please call our office if you have any questions. Thank you.

---

1 2 3 4 5

☐ **BLACK** ☐ **BLUE** ☐ **GREEN**

ADDRESS ______________________________

Burrtec Waste Industries, Inc
9820 Cherry Ave
Fontana, CA 92335

MANDATORY STATE LAW
BARREL INSPECTIONS ARE COMING

California state law SB 1383 requires jurisdictions to monitor trash, recycling, and organics barrels to minimize contamination. Burrtec inspectors will begin viewing and photographing barrel contents for prohibited materials. If prohibited materials are found, a contamination notice will be left on the barrel. Please review the "What Goes Where" guide on the back of this card for reminders of acceptable items in each barrel.

YOUR BARREL GUIDE: WHAT GOES WHERE?

Black Barrel
is for trash

DO NOT ADD HAZARDOUS WASTE

BLACK BARREL GUIDE

YES	NO
✓ Clothing	✕ Batteries
✓ Diapers	✕ Electronic waste
✓ Dishware	✕ Hazardous waste
✓ Flower pots	✕ Hot ashes
✓ Hoses	✕ Infectious waste
✓ Plastic bags	✕ Flammables
✓ Pet waste	✕ Fluorescent bulbs
✓ Plastic toys	✕ Machinery
✓ Plastic utensils	✕ Paint
✓ Shrink wrap	✕ Pesticides
✓ Straws	✕ Oil
✓ Window glass	✕ Sharps
✓ Wipes	✕ Tires

Blue Barrel
is for recyclables

PLEASE DO NOT BAG RECYCLABLES

BLUE BARREL GUIDE

YES	NO
✓ Aerosol cans	✕ Bubble wrap
✓ Aluminum cans	✕ Carpet
✓ Cardboard	✕ Ceramic dishes
✓ Catalogs	✕ Clothing
✓ Envelopes	✕ Diapers
✓ Glass bottles & jars	✕ Electronic waste
✓ Junk mail	✕ Hoses
✓ Newspaper	✕ Mirrors
✓ Paper	✕ Pet food bags
✓ #1 - #7 Plastics	✕ Pizza boxes
✓ Tin cans	✕ Plastic toys
✓ Tissue boxes	✕ Stuffed animals
✓ Wrapping paper	✕ Window glass

Green Barrel
is for green waste & food waste

PLEASE DO NOT BAG ORGANICS

GREEN BARREL GUIDE

YES	NO
✓ Birds of Paradise	✕ Animal waste
✓ Dead plants	✕ Batteries
✓ Flowers	✕ Cactus
✓ Food soiled paper	✕ Concrete
✓ Food waste	✕ Dirt
✓ Grass clippings	✕ Electronic waste
✓ Leaves	✕ Flammables
✓ Prunings	✕ Glass
✓ Shrub trimmings	✕ Hazardous waste
✓ Small branches	✕ Liquids
✓ Twigs	✕ Metal
✓ Untreated wood	✕ Plastic
✓ Weeds	✕ Rocks

RESIDENTIAL FOOD WASTE RECYCLING

RECICLAJE DE DESECHOS DE COMIDA RESIDENCIALES

Beginning October 28, food waste will no longer go into your trash. Instead, add all food waste directly to your new green barrel.

DO NOT ADD PLASTIC BAGS TO GREEN CART

LEARN MORE
APRENDA MÁS

A partir del 28 de octubre, los desechos de comida ya no irán en su basura. En su lugar, agregue todos los desechos de comida directamente a su barril verde nuevo barril.

NO AGREGUE BOLSAS DE PLÁSTICO AL BARRIL VERDE

1383A44

BURRTEC
"We'll Take Care Of It"

Burrtec Waste Industries, Inc.
9890 Cherry Avenue
Fontana, CA 92335

BURRTEC
"We'll Take Care Of It"

Food Waste Recycling is Here

Reciclaje de Desechos de Comida Está Aquí

California passed a law to improve air quality and reduce greenhouse gas emissions. The state reports that landfilled organic waste (including food waste) decomposes in landfills and generates greenhouse gases contributing to global climate change.

California aprobó una ley para mejorar la calidad del aire y reducir las emisiones de gases de efecto invernadero. El estado informa que los desechos orgánicos depositados en vertederos (incluidos los desechos de comida) se descomponen en los vertederos y generan gases de efecto invernadero que contribuyen al cambio climático global.

NEW BARREL COMING SOON
PRÓXIMAMENTE BARRIL NUEVO

Beginning October 28, you'll receive a new blue barrel for recycling. Add recyclables directly to your barrel.

DO NOT ADD PLASTIC BAGS TO BLUE CART

A partir del 28 de octubre, recibirá un barril azul nuevo para el reciclaje. Agregue materiales reciclables directamente a su barril.

NO AGREGUE BOLSAS DE PLÁSTICO AL BARRIL AZUL

1383A45

BURRTEC
"We'll Take Care Of It"

Burrtec Waste Industries, Inc.
9890 Cherry Avenue
Fontana, CA 92335

BURRTEC
"We'll Take Care Of It"

Recycling Starting Soon
Reciclaje Próximamente

California passed a law to improve air quality and reduce greenhouse gas emissions. The state reports that landfilled organic waste (including food waste) decomposes in landfills and generates greenhouse gases contributing to global climate change.

California aprobó una ley para mejorar la calidad del aire y reducir las emisiones de gases de efecto invernadero. El estado informa que los desechos orgánicos depositados en vertederos (incluidos los desechos de comida) se descomponen en los vertederos y generan gases de efecto invernadero que contribuyen al cambio climático global.

LOS ANGELES COUNTY HAULER PERMIT

COUNTY OF LOS ANGELES
Public Health

THIS PERMIT MUST BE CONSPICUOUSLY DISPLAYED ON THE PREMISES

PUBLIC HEALTH PERMIT
Valid Until 12/31/2024

PR Number: PR0157416
Program ID: COMMERCIAL
Description: WASTE COLLECTOR YARD

Facility Owner - Mail Address
BURRTEC WASTE INDUSTRIES, INC
9400 CHERRY AVE BLDG C
FONTANA, CA 92335

SW1

Facility Location
BURRTEC WASTE INDUSTRIES, INC
1017 W GLADSTONE ST
AZUSA, CA 91702

PERFORMANCE BOND

This bond replaces and supersedes the prior bond # 0153513-10 . The penal sum contained herein is not cumulative with prior bonds.

BOND NUMBER: 0153513-11

PREMIUM: $5,646.00

FRANCHISE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Burrtec Waste Service, LLC as Principal, and Berkley Insurance Company a Corporation organized under the laws of the State of Delaware, and duly authorized to transact business under the law of the State of California, as Surety, are held and firmly bound unto the City of Duarte State of California, as Obligee, in the just and full sum of Four Hundred Fifty-One Thousand Seven Hundred and 00/100's Dollars ($451,700.00) for payment whereof well and truly to be made, and Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION of the foregoing obligation is such, that whereas, the above bounden Principal has entered into a Franchise Contract dated September 9, 1998 with the said Obligee for the collection, transportation and disposal of refuse from the area described in said Franchise Contract for the term commencing February 16, 2023 and ending on February 16, 2024 as will more fully appear from said Franchise Contract reference to which is hereby made.

NOW, THEREFORE, if the above bounden Principal, his or its heirs, executors, administrators, successors or assigns shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Franchise Contract on his part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the said Obligee, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue.

This bond is executed subject to the following express conditions, the fulfillment of which being precedent to any right of recovery hereunder.

No. 1. This bond shall be considered as one of suretyship only and the right of action is given to no one other than the Obligee named herein.

No. 2. Irrespective of the terms of the agreement mentioned above, it is agreed by all parties to this bond (the Principal, the Surety, and the Obligee) that this bond will be effective only for a period of one year from February 16, 2023 and is renewable by continuation certificates for additional periods of one year, such continuation certificates to be issued at the option of the Surety. Surety agrees to give thirty (30) days notice in writing to the Obligee of either cancellation or its intent not to renew, as provided for in this bond.

No. 3. Notice of any claim hereunder must be given to the Surety at its office at 4 Hutton Centre Dr., Ste. 640 – Santa Ana, CA 92707, as soon as possible and in any event within fifteen (15) days after anything shall come to the notice of the Obligee or any of its officers indicating the possibility to claim hereunder.

No. 4. Any action to recover loss hereunder shall be commenced by the Obligee in a court of competent jurisdiction within one year after giving notice of possible claim as provided in Condition No. 3 and the Principal shall be made a party to such action if he can with reasonable diligence be served with process therein.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 8th day of January, 2024.

Burrtec Waste Services, LLC
Principal

By:____________________

Berkley Insurance Company
Surety

By:____________________
Victoria M. Riedl,
Attorney-in-Fact

BERKLEY INSURANCE COMPANY
CORPORATE
SEAL
1975
DELAWARE

Please verify the authenticity of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company

No. BI-572e-el

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: ***James E. Hurst, Jr.; Victoria M. Riedl; or Nikola Vucurevic of Acrisure of California, LLC dba Brakke-Schafnitz Insurance Brokers, LLC of Aliso Viejo, CA*** its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **Fifty Million and 00/100 U.S. Dollars (U.S.$50,000,000.00),** to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 9th day of February, 2023.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

Attest:

By ____________________
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By ____________________
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 9th day of February, 2023, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

____
Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date.

Given under my hand and seal of the Company, this 8th day of January, 2024.

BERKLEY INSURANCE COMPANY CORPORATE SEAL 1975 DELAWARE

____
Vincent P. Forte

INSURANCE CERTIFICATE

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/27/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Marsh & McLennan Agency LLC
Marsh & McLennan Ins. Agency LLC
PO Box 85638
San Diego CA 92186
License#: 0H18131

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS: constructioncerts@marshmma.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Lexington Insurance Company	19437
INSURER B : Everest Premier Insurance Company	16045
INSURER C : Indian Harbor Insurance Company	36940
INSURER D : Harleysville Insurance Company of NY	10674
INSURER E :	
INSURER F :	

INSURED BURRTWASTE
Burrtec Waste Group, Inc.
9890 Cherry Avenue
Fontana, CA 92335

COVERAGES CERTIFICATE NUMBER: 2130138577 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y	N	023627374	3/1/2024	3/1/2025	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
	X SIR 50,000						MED EXP (Any one person)	$ 0
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY	N	N	RM1CA00068241	3/1/2024	3/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY; SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY; X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
	X DED:$350,000							$
C	UMBRELLA LIAB X OCCUR	N	N	SXS0065259	3/1/2024	3/1/2025	EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 2,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		N	RM1WC00083241	3/1/2024	3/1/2025	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
D	EXCESS AUTO ONLY			CRA0000058	3/1/2024	3/1/2025	LIMIT	$2M Per Occ/Gen Ag

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
City of Duarte is included as additional insured with respects to General Liability per the attached endorsement(s).

CERTIFICATE HOLDER

City of Duarte; City Clerk
1600 Huntington Drive
Duarte CA 91010

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Vanessa Suarez

INSURED: Burrtec Waste Group, Inc.

POLICY#: 023627374 POLICY PERIOD: 03/01/2024 TO: 03/01/2025

ENDORSEMENT

By: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

SCHEDULE

Name of Person or Organization:

AS REQUIRED BY WRITTEN CONTRACT

A. **Section II - Who Is An Insured** is amended to include the person or organization shown in the Schedule above that you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."

B. The insurance provided to the above described additional insured under this endorsement is limited as follows:

1. COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE (Section I - Coverages) only.
2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product" for that additional insured.
3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.
4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's or 1. surveyor's rendering of or failure to render any professional services including:
   i The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
   ii Supervisory, inspection, architectural or engineering activities.
5. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product"

LX4285 (02/14)

included in the "products-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.

6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and non-contributory basis.

C. Subparagraph (1)(a) of the Pollution exclusion paragraph 2.f., Exclusions of COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I Coverages) does not apply to you if the "bodily injury" or "property damage" arises out of "your work" or "your product" performed on premises which are owned or rented by the additional insured at the time "your work" or "your product" is performed.

D. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.

ACORD®

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
Marsh & McLennan Insurance Agency LLC		Burrtec Waste Group, Inc.
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Named Insured Schedule

Burrtec Waste Group, Inc.
Burrtec Waste Industries, Inc.
Agua Mansa MRF, LLC
AVCO Disposal, Inc.
Burr Group, LP
Burr Group, Inc

Burr Properties, LLC
Burr Properties, G.P.
Burrline, LLC
Burrtec Environmental, LLC
Burrtec Recovery & Transfer, LLC
Burrtec Waste & Recycling Services, LLC
Burrtec Retirement Savings Plan
Burrtec Waste Industries, Inc. (formerly PSP Waste Services, Inc.)
Burrtec Waste Industries, Inc. DBA: Burbank Recycling
Burrtec Waste Industries, Inc. DBA: Agua Mansa Recycling & Transfer Co.
Burrtec Waste Industries, Inc. DBA: Burrtec Recycling & Transfer Co.
Burrtec Waste Industries, Inc. DBA: Burrtec Recycling Center
Burrtec Waste Industries, Inc. DBA Coachella Valley Compost
Burrtec Waste Industries, Inc. DBA Coachella Valley Transfer Station
Burrtec Waste Industries, Inc. DBA Desert Disposal
Burrtec Waste Industries, Inc. DBA: East Valley Recycling & Transfer
Burrtec Waste Industries, Inc. DBA: Inland Empire Recycling
Burrtec Waste Industries, Inc. DBA:Marks Disposal
Burrtec Waste Industries, Inc. DBA: Tri-Co
Burrtec Waste Industries, Inc. DBA: Tri-County Disposal
Burrtec Waste Industries, Inc. DBA: Trico Disposal
Burrtec Waste Services, LLC
Crestline Disposal
Currans Rubbish Disposal, Inc.
E. Cole Burr, individually
E. Cole Burr, Trustee of the Burr Family Trust
Edward G. Burr
Sandra L. Burr
Cole Burr
Tracy A. Burr
Burr Properties
Empire Disposal, LLC
Fontana Rubbish Collectors, Inc.

ACORD 101 (2008/01)

ACORD®

ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY		NAMED INSURED
Marsh & McLennan Insurance Agency LLC		Burrtec Waste Group, Inc.
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 **FORM TITLE:** Certificate of Liability Insurance

Named Insured Schedule

Inland BioEnergy, LLC
Jack's Disposal, Inc. DBA Yukon Disposal
Jack's Disposal, Inc.
Kaiser Recycling Corporation
KGB Properties, LLC (formerly Burr Girls, LLC
Lake Arrowhead Disposal
Lucerne Valley Disposal
Monte Vista Disposal , Inc.
Mountain Disposal Services, Inc.
Rancho Disposal Service, Inc.
Rialto Services, Inc.
Running Springs Disposal
TECMEC Maintenance Enterprise, Inc.
Tracy A. Burr, individually
Tracy A. Burr, Trustee
Tri-County Disposal, Inc.
Tri-County Disposal, Inc. DBA: Gary's Disposal
Victorville Disposal, Inc.
West Valley MRF, LLC
West Valley Recycling and Transfer, Inc.
Yucaipa Disposal, Inc.
Desert Properties, LLC
Burr Family Trust
Yukon Disposal

INSURED: Burrtec Waste Group, Inc.

POLICY #: 023627374 POLICY PERIOD: 03/01/2024 TO 03/01/2025

PRIMARY/NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided by the policy:

Notwithstanding any other provision of the policy to the contrary, the insurance afforded by this policy for the benefit of the Additional Insured shall be primary insurance, but only with respect to any claim, loss or liability arising out of the Named Insured's operations; and any insurance maintained by the Additional Insured shall be non-contributing.

All other terms and conditions of the policy remain the same.

Authorized Representative OR
Countersignature (In states where applicable)

LX9838 (08/05)

INSURED: Burrtec Waste Group, Inc.

POLICY#: 023627374 POLICY PERIOD: 03/01/2024 TO: 03/01/2025

ENDORSEMENT

LEXINGTON INSURANCE COMPANY

AGGREGATE LIMITS OF INSURANCE - PER LOCATION AMENDMENT AND OVERALL GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the policy:

Subject to the Overall General Aggregate Limit stated in Item 3 of the Declarations, the General Aggregate Limit under LIMITS OF INSURANCE (Section III) applies separately to each of your "locations".

It is further understood and agreed that the following changes are made to the policy:

(1) Item 3, Limits of Insurance in the Declarations is amended by the addition thereto of the following Limit:

Overall General Aggregate Limit - $5,000,000

(2) SECTION III-LIMITS OF INSURANCE is amended by the addition thereto of the following paragraph under paragraph 6.

7. The Overall General Aggregate Limit is the most we will pay under Coverages A and B for the sum of all Limits of Insurance as provided in this SECTION III regardless of the number of your "locations"; except for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".

For the purpose of this endorsement, "locations" means premises involving the same lot, or connecting lots or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

All other terms and conditions remain unchanged.

Authorized Representative OR
Countersignature (In states where applicable)

LX9493 (Ed. 02/04)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED ORGANIZATION

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE PART

SCHEDULE

Name Of Additional Insured Organization
ALL ORGANIZATIONS THAT ARE REQUIRED BY WRITTEN CONTRACT WITH THE NAMED INSURED TO BE NAMED AS AN ADDITIONAL INSURED ON THIS POLICY WITH REGARD TO THEIR OPERATION, MAINTENANCE, OR USE OF A COVERED "AUTO".
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to the **Who Is An Insured** paragraph under Section **II – Liability Coverage:**

The organization shown in the Schedule with respect to the operation, maintenance, or use of a covered "auto" if you are required to add such organization to this policy as an additional insured in order to comply with the terms of a written "insured contract" or written agreement. This does not apply when such contract or agreement:

A. Involves the owner or anyone else from whom you hire or borrow a covered "auto" unless it is a "trailer" connected to a covered "auto" you own; or

B. Is executed after the date of "loss".

This paragraph does not apply if:

1. The terms and conditions of the written "insured contract" had been agreed upon prior to the "accident" or "loss"; and
2. You can definitively establish that the terms and conditions of the written "insured contract" ultimately executed are the same as those which had been agreed upon prior to the "accident" or "loss".

WASTE GENERATION & DIVERSION REPORT

BURRTEC WASTE SERVICES
CITY OF DUARTE

Program Code	Description	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Y-T-D
Refuse														
	Residential Refuse	409.12	348.15	427.82	375.57	419.93	438.87	383.31	443.23	385.68	376.69	435.02	401.11	4,844.50
	Residential Bulky Items	16.15	13.12	16.18	12.37	16.10	17.53	14.75	23.55	17.70	16.47	32.68	19.43	216.03
	Residential Refuse (residue)	41.78	30.87	40.45	32.72	38.04	37.66	37.24	37.92	32.23	32.09	36.86	37.81	435.67
	Clean Up	0.00	0.00	0.00	0.00	25.33	0.00	0.00	0.00	0.00	0.00	6.26	0.00	31.59
	Government Refuse													0.00
	School Refuse													0.00
	Residential Bin Refuse	5.36	4.28	5.42	4.76	5.21	5.08	4.69	5.19	4.44	5.02	4.91	4.86	59.22
	Residential Bin Refuse (residue)	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	Multi-Family Refuse	176.90	141.11	178.78	157.24	171.94	167.75	164.29	181.58	155.23	175.75	171.75	169.95	2,012.27
	Multi-Family Refuse (residue)	6.99	5.48	7.00	4.58	5.06	5.22	5.27	6.14	4.39	5.45	5.30	5.43	66.31
	Commercial Refuse	284.11	226.63	287.14	247.77	270.93	264.33	234.71	259.40	221.76	256.09	250.27	247.65	3,050.79
	Rolloff Refuse	220.21	159.83	175.92	167.47	207.47	214.74	194.30	246.27	212.35	193.98	200.80	157.04	2,350.38
	Commercial Refuse (residue)	16.63	13.09	16.69	11.06	12.21	12.61	12.50	15.21	10.93	13.31	12.83	13.16	160.23
	Rolloff Refuse (residue)	33.71	34.15	34.84	35.99	40.69	54.81	53.46	54.05	45.45	46.83	38.80	36.63	509.41
Refuse Totals		1,210.96	976.71	1,190.24	1,049.53	1,212.91	1,218.60	1,104.52	1,272.54	1,090.16	1,121.68	1,195.48	1,093.07	13,736.40
Source Reduction														
1000-SR-XGC	Xeriscaping, Grasscycling													0.00
1010-SR-BCM	Backyard Composting													0.00
1020-SR-BWR	Business Source Reduction													0.00
1030-SR-PMT	Procurement													0.00
1040-SR-SCH	School Source Reduction													0.00
1050-SR-GOV	Government Source Reduction													0.00
1060-SR-MTE	Material Exchange, Thrift Shops													0.00
1070-SR-OTH	Other Source Reduction													0.00
Source Reduction Totals		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Recycling (Net of Residue)														
2000-RC-CRB	Residential Curbside Recycling	75.25	55.59	72.85	58.92	68.52	67.82	54.55	68.81	58.48	58.24	66.88	68.42	774.33
2010-RC-DRP	Residential Drop-Off Recycling													0.00
2020-RC-BYB	Residential Buy-Back Centers													0.00
2030-RC-OSP	Commercial On-Site Pickup	45.45	33.45	42.68	28.19	31.77	32.12	26.03	38.73	28.03	34.72	34.29	33.82	409.28
2040-RC-SFC	Commercial Self Haul Recycling													0.00
2050-RC-SCH	School Recycling													0.00
2060-RC-GOV	Government Recycling													0.00
2070-RC-SNL	Special Collection - Seasonal	6.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.52	7.47
2080-RC-SPE	Special Collection - Events	0.00	0.00	0.00	0.00	2.31	0.00	0.00	0.00	0.00	0.00	2.13	0.00	4.44
2090-RC-OTH	Other Recycling-Pre Sorted Roll-off	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.03	0.00	0.00	0.00	0.00	1.03
Recycling Totals		127.65	89.04	115.53	87.11	102.60	99.94	80.58	108.57	86.51	92.96	103.30	102.76	1,196.55
Composting														
3000-CM-RCG	Residential Curbside Mixed Organics	215.85	185.07	243.65	272.51	294.19	281.47	209.88	264.83	280.02	209.82	217.38	194.18	2,868.85
3000-CM-RCG	Residential Curbside Greenwaste							0.00	0.00	0.00	0.00	0.00	0.00	0.00
3010-CM-RSG	Residential Self Haul Greenwaste													0.00
3020-CM-COG	Commercial On-Site Greenwaste	20.23	16.30	13.15	14.71	21.16	18.77	12.21	30.14	23.07	21.89	44.31	32.19	268.13
3020-CM-COG	Commercial On-Site Organics							10.29	5.64	5.96	4.46	4.62	4.14	35.11
3030-CM-CSG	Commercial Self Haul Greenwaste													0.00
3040-CM-FWC	Commercial Food Waste Composting	35.84	25.78	23.54	17.03	19.96	11.35	7.08	15.13	14.57	12.80	10.73	11.64	205.45
3050-CM-SCH	School Composting													0.00
3060-CM-GOV	Government Composting													0.00
3070-CM-OTH	Other Composting	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Composting Totals		271.92	227.15	280.34	304.25	335.31	311.59	239.46	315.74	323.62	248.97	277.04	242.15	3,377.54
Special Waste														
4000-SP-ASH	Ash													0.00
4010-SP-SLG	Sludge (sewage industrial)													0.00
4020-SP-TRS	Tires	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4030-SP-WHG	White Goods	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4040-SP-SCM	Scrap Metal	0.44	1.76	0.76	1.24	2.54	0.31	1.70	0.30	1.72	1.23	4.03	0.88	16.91
4050-SP-WDW	Wood Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
4060-SP-CAR	Concrete/Asphalt/Rubble	132.18	55.44	37.00	20.55	38.44	7.83	11.89	48.61	10.58	23.41	13.56	15.94	415.43
4070-SP-DSD	Disaster Debris													0.00
4080-SP-SGL	Shingles													0.00
4090-SP-RND	Rendering													0.00
4100-SP-OTH	Other Special Waste	114.40	109.10	111.28	114.99	130.00	175.08	173.00	176.54	145.19	149.59	123.96	117.00	1,640.13
Special Waste Totals		247.02	166.30	149.04	136.78	170.98	183.22	186.59	225.45	157.49	174.23	141.55	133.82	2,072.47

BURRTEC WASTE SERVICES
CITY OF DUARTE

Program Code	Description	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Oct-23	Nov-23	Dec-23	Y-T-D
Public Education & Outreach														
5000-ED-ELC	Electronic (radio, TV, WWW, Hotlines)													0.00
5010-ED-PRN	Printed Media													0.00
5020-ED-OUT	Outreach (workshops, fairs, field trips)													0.00
5030-ED-SCH														0.00
5040-ED-OTH	Other Public Education													0.00
Public Education & Outreach Totals		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Policy Incentives														
6000-PI-PLB	Product & Landfill Bans													0.00
6010-PI-EIN	Economic Incentives													0.00
6020-PI-ORD	Ordinances													0.00
6030-PI-OTH	Other Policy Incentives													0.00
Public Education Totals		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Facility Recovery														
7000-FR-MRF	Material Recovery Facility	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
7010-FR-LAN	Landfill													0.00
7020-FR-TST	Transfer Station													0.00
7030-FR-CMF	Composting Facility													0.00
7040-FR-ADC	Alternate Daily Cover													0.00
7050-FR-OTH	Other Facility Recovery													0.00
Facility Recovery Totals		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transformation														
8000-TR-WTE	Waste-to-Energy													0.00
8010-TR-WDW	Biomass (wood waste)													0.00
8020-TR-TRS	Tires													0.00
8030-TR-OTH	Other Transformation	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Transformation Totals		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Household Hazardous Waste														
9000-HH-PMF	Permanent Facility													0.00
9010-HH-MPC	Mobile/Periodic Facility													0.00
9020-HH-CSC	Curbside Collection													0.00
9030-HH-WSE	Waste Exchange													0.00
9040-HH-EDP	Educational Programs													0.00
9045-HH-EWA	Electronic Waste	0.95	1.07	0.51	0.37	0.91	0.94	0.82	6.14	1.04	1.20	1.01	1.92	16.88
9050-HH-OTH	Other Household Hazardous Waste	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.05	0.05
HHW Totals		0.95	1.07	0.51	0.37	0.91	0.94	0.82	6.14	1.04	1.20	1.01	1.97	16.93
All Programs Total		647.54	483.56	545.42	528.51	609.80	595.69	507.45	655.90	568.66	517.36	522.90	480.70	6,663.49
Total Refuse		1,210.96	976.71	1,190.24	1,049.53	1,212.91	1,218.60	1,104.52	1,272.54	1,090.16	1,121.68	1,195.48	1,093.07	13,736.40
Total Tonnages Generated		1,858.50	1,460.27	1,735.66	1,578.04	1,822.71	1,814.29	1,611.97	1,928.44	1,658.82	1,639.04	1,718.38	1,573.77	20,399.89
Multi Family Net Diverted Tonnage														
	Multi Family Bulky Items	2.33	1.95	3.30	3.26	4.20	5.40	4.26	5.16	4.98	4.14	3.64	3.36	45.98
2030-RC-OSP	Multi Family Recycling	12.60	9.88	12.62	8.26	9.10	9.41	7.71	11.13	7.96	9.90	9.61	9.83	118.01
3020-CM-COG	Multi Family Greenwaste	9.12	6.93	6.06	5.41	5.38	7.50	0.00	10.77	8.84	10.94	8.89	8.94	88.78
3020-CM-COG	Multi Family Organics							10.29	2.82	2.98	2.23	2.31	2.07	22.70

"We'll Take Care of It"

BURRTEC
9890 Cherry Ave., Fontana, CA 92335
(909) 429-4200

City of Duarte
Burrtec Waste Services
Proposed 2024 Rate Increases
Effective January 1, 2025

	Current 1/1/24 Rates	Proposed 1/1/25 Rates	Change
Residential Service:			
90/60/60	**37.14**	**38.51**	3.70%
60/60/60	**32.27**	**33.46**	3.70%
40/60/60	**29.74**	**30.84**	3.70%
40/60/60 - Senior and/or handicapped	**28.12**	**29.16**	3.70%
Additional 90 gallon refuse container (each)	**9.28**	**9.58**	3.23%
Additional 60 gallon refuse container (each)	**7.09**	**7.32**	3.24%
Extra refuse container collection/service (each)	**9.44**	**9.75**	3.28%
Additional recycling container - one	**no charge**	**no charge**	
Additional recycling containers - two or more (each)	**1.67**	**1.72**	2.99%
Additional green waste container (each)	**1.73**	**1.79**	3.47%
Wildlife deterrent barrel (+ base fee)	**8.98 + base fee**	**9.28 + base fee**	
Container exchange (1 free/year) (each)	**25.14**	**25.97**	3.30%
Additional bulky waste pickup including CRT (2 free/yr)	**31.45**	**32.48**	3.28%
Backyard collection:			
Resident requested convenience (+ base fee)	**27.16 + base fee**	**28.05 + base fee**	
Manual collection (+ base fee)	**34.85 + base fee**	**35.99 + base fee**	
Senior and/or handicapped	**base fee only**	**base fee only**	
Residential Street Sweeping Service Alternate Day/Side	**2.25 + base fee**	**2.33 + base fee**	
Bulky Item collection	**31.45**	**32.48**	3.28%
Return Trip Charge - Barrel Service	**11.16**	**11.53**	n/a
Commercial Service:			
Wheeled toter (90/60 - once per week)	**37.84**	**39.13**	3.41%
Wheeled toter (60 recycling only - once per week)	**16.53**	**18.09**	9.44%
Wheeled toter (90/60 green waste only - once per week)	**26.21**	**27.12**	3.47%
Extra Pickup - Barrel Trash	**9.24**	**9.54**	3.25%
Extra Pickup - Barrel Food Waste	**18.26**	**18.86**	3.29%
Return Trip Charge - Barrel Service	**0.00**	**0.00**	n/a

Residential Refuse bin collection

Bin Size	Times per Week	Current 1/1/24 Rates	Proposed 1/1/25 Rates	Change
1.5	1	**158.57**	**163.36**	3.02%
1.5	2	**269.52**	**277.97**	3.14%
2	1	**194.65**	**200.57**	3.04%
2	2	**320.52**	**330.78**	3.20%
3	1	**215.10**	**222.19**	3.30%
3	2	**351.80**	**364.18**	3.52%

MultFamily Refuse bin collection (includes Bulky Program)

Bin Size	Times per Week	Current 1/1/24 Rates	Proposed 1/1/25 Rates	Change
1.5	1	**174.65**	**177.24**	1.48%
1.5	2	**300.85**	**305.01**	1.38%
1.5	3	**441.68**	**447.72**	1.37%
1.5	4	**570.01**	**577.67**	1.34%
1.5	5	**698.28**	**707.55**	1.33%
1.5	6	**818.62**	**829.24**	1.30%
2	1	**222.96**	**226.21**	1.46%
2	2	**375.62**	**380.65**	1.34%
2	3	**523.18**	**529.80**	1.27%
2	4	**663.49**	**671.46**	1.20%

City of Duarte
Burrtec Waste Services
Proposed 2024 Rate Increases
Effective January 1, 2025

		Current 1/1/24 Rates	Proposed 1/1/25 Rates	Change
MultFamily Refuse bin collection (includes Bulky Program)				
2	5	**803.84**	**813.16**	1.16%
2	6	**944.16**	**954.86**	1.13%
3	1	**266.12**	**269.55**	1.29%
3	2	**451.94**	**457.13**	1.15%
3	3	**666.72**	**674.25**	1.13%
3	4	**866.92**	**876.49**	1.10%
3	5	**1,067.04**	**1,078.67**	1.09%
3	6	**1,267.28**	**1,280.96**	1.08%
4	1	**354.99**	**359.58**	1.29%
4	2	**598.00**	**604.81**	1.14%
4	3	**840.99**	**850.02**	1.07%
4	4	**1,083.92**	**1,095.19**	1.04%
4	5	**1,326.92**	**1,340.42**	1.02%
4	6	**1,569.86**	**1,585.58**	1.00%
6	1	**532.65**	**539.53**	1.29%
6	2	**858.75**	**868.16**	1.10%
6	3	**1,184.76**	**1,196.72**	1.01%
6	4	**1,510.92**	**1,525.39**	0.96%
6	5	**1,837.04**	**1,854.05**	0.93%
6	6	**2,163.13**	**2,182.68**	0.90%
MultFamily Compactor bins				
Trash				
2	1	**296.56**	**304.41**	2.65%
2	2	**522.84**	**537.04**	2.72%
2	3	**772.78**	**793.85**	2.73%
2	4	**1,007.88**	**1,035.48**	2.74%
2	5	**1,242.91**	**1,277.06**	2.75%
2	6	**1,478.04**	**1,518.74**	2.75%
MultFamily Compactor bins				
Recyclilng				
2	1	**148.24**	**148.45**	0.14%
2	2	**230.06**	**218.71**	-4.93%
2	3	**336.58**	**318.14**	-5.48%
2	4	**482.92**	**464.66**	-3.78%
2	5	**590.82**	**565.71**	-4.25%
2	6	**698.68**	**666.71**	-4.58%
Commercial Refuse bin collection:				
Bin Size	Times per Week			
1.5	1	**160.19**	**163.08**	1.80%
1.5	2	**271.94**	**276.72**	1.76%
1.5	3	**398.32**	**405.27**	1.74%
1.5	4	**512.20**	**521.08**	1.73%
1.5	5	**626.01**	**636.81**	1.73%
1.5	6	**731.91**	**744.35**	1.70%
2	1	**203.69**	**207.35**	1.80%
2	2	**337.08**	**342.92**	1.73%
2	3	**465.36**	**473.21**	1.69%
2	4	**586.41**	**596.01**	1.64%

City of Duarte
Burrtec Waste Services
Proposed 2024 Rate Increases
Effective January 1, 2025

		Current 1/1/24 Rates	Proposed 1/1/25 Rates	Change
Commercial Refuse bin collection:				
2	5	**707.48**	**718.85**	1.61%
2	6	**828.54**	**841.68**	1.59%
3	1	**237.21**	**241.26**	1.71%
3	2	**394.13**	**400.54**	1.63%
3	3	**580.00**	**589.36**	1.61%
3	4	**751.29**	**763.32**	1.60%
3	5	**922.51**	**937.20**	1.59%
3	6	**1,093.85**	**1,111.20**	1.59%
4	1	**316.45**	**321.85**	1.71%
4	2	**520.92**	**529.36**	1.62%
4	3	**725.36**	**736.85**	1.58%
4	4	**929.75**	**944.28**	1.56%
4	5	**1,134.21**	**1,151.80**	1.55%
4	6	**1,338.61**	**1,359.22**	1.54%
6	1	**474.84**	**482.94**	1.71%
6	2	**743.13**	**754.99**	1.60%
6	3	**1,011.33**	**1,026.95**	1.54%
6	4	**1,279.67**	**1,299.04**	1.51%
6	5	**1,547.98**	**1,571.11**	1.49%
6	6	**1,816.26**	**1,843.15**	1.48%
Recycling bin collection:				
Bin Size	Times per Week			
1.5	1	**96.92**	**107.56**	10.98%
1.5	2	**141.50**	**153.54**	8.51%
1.5	3	**205.47**	**222.40**	8.24%
1.5	4	**262.30**	**282.79**	7.81%
1.5	5	**319.11**	**343.19**	7.55%
1.5	6	**375.91**	**403.54**	7.35%
2	1	**122.32**	**135.29**	10.60%
2	2	**178.19**	**192.39**	7.97%
2	3	**258.80**	**278.67**	7.68%
2	4	**379.19**	**412.04**	8.66%
2	5	**461.17**	**499.94**	8.41%
2	6	**543.10**	**587.78**	8.23%
3	1	**153.49**	**167.66**	9.23%
3	2	**237.19**	**253.15**	6.73%
3	3	**346.04**	**368.26**	6.42%
3	4	**442.38**	**468.65**	5.94%
3	5	**538.66**	**568.95**	5.62%
3	6	**634.93**	**669.26**	5.41%

City of Duarte
Burrtec Waste Services
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Bin Size	Times per Week	Current 1/1/24 Rates	Proposed 1/1/25 Rates	Change
Commercial Food Waste bin collection:				
2	1	**203.69**	**207.35**	1.80%
2	2	**337.08**	**342.92**	1.73%
2	3	**465.36**	**473.21**	1.69%
2	4	**586.41**	**596.01**	1.64%
2	5	**707.48**	**718.85**	1.61%
2	6	**828.54**	**841.68**	1.59%
Barrel				
65g	1	**58.81**	**60.09**	2.18%
65g	2	**97.21**	**99.48**	2.34%
65g	3	**141.33**	**144.78**	2.44%
65g	4	**182.59**	**187.12**	2.48%
65g	5	**223.86**	**229.49**	2.51%
65g	6	**265.19**	**271.91**	2.53%
Green waste bin collection:				
Bin Size	Times per Week			
1.5	1	**127.71**	**133.28**	4.36%
2	1	**175.99**	**183.62**	4.34%
2	2	**351.89**	**367.16**	4.34%
3	1	**249.95**	**260.95**	4.40%
3	2	**433.19**	**452.99**	4.57%
3	3	**638.24**	**667.54**	4.59%
3	4	**832.35**	**870.84**	4.62%
3	5	**1,026.44**	**1,074.08**	4.64%
3	6	**1,220.62**	**1,277.44**	4.66%
Split Bin:				
Bin Size	Times per Week			
3	1	**283.05**	**283.09**	0.01%
3	2	**437.93**	**435.73**	-0.50%
3	3	**639.15**	**635.52**	-0.57%
3	4	**817.01**	**811.52**	-0.67%
3	5	**994.79**	**987.48**	-0.73%
3	6	**1,172.74**	**1,163.58**	-0.78%

City of Duarte
Burrtec Waste Services
Proposed 2024 Rate Increases
Effective January 1, 2025

			Current 1/1/24 Rates	Proposed 1/1/25 Rates	Change
Bin push rates:					
Distance	Times per Week				
0'-25'	1		**0.00**	**0.00**	
0'-25'	2		**0.00**	**0.00**	
0'-25'	3		**0.00**	**0.00**	
26'-50'	1		**7.96**	**8.22**	3.27%
26'-50'	2		**15.90**	**16.42**	3.27%
26'-50'	3		**23.87**	**24.65**	3.27%
51'-75'	1		**11.92**	**12.31**	3.27%
51'-75'	2		**23.87**	**24.65**	3.27%
51'-75'	3		**35.77**	**36.95**	3.30%
76'-100'	1		**15.90**	**16.42**	3.27%
76'-100'	2		**31.81**	**32.86**	3.30%
76'-100'	3		**47.69**	**46.91**	-1.64%
101'-125'	1		**19.89**	**20.54**	3.27%
101'-125'	2		**39.78**	**41.09**	3.29%
101'-125'	3		**59.66**	**61.62**	3.29%
126'-150'	1		**23.87**	**24.65**	3.27%
126'-150'	2		**47.73**	**49.30**	3.29%
126'-150'	3		**71.57**	**73.92**	3.28%
151'-175'	1		**27.85**	**28.76**	3.27%
151'-175'	2		**55.67**	**57.50**	3.29%
151'-175'	3		**83.49**	**86.23**	3.28%
176'-200'	1		**31.81**	**32.86**	3.30%
176'-200'	2		**63.95**	**66.05**	3.28%
176'-200'	3		**95.44**	**98.58**	3.29%
200'+	1	(per foot)	**0.17/foot**	**0.18/foot**	
200'+	2	(per foot)	**0.33/foot**	**0.34/foot**	
200'+	3	(per foot)	**0.48/foot**	**0.5/foot**	
Refuse rolloff containers:					
Size	Tonnage				
20	5		**696.34**	**727.65**	4.50%
30	5		**696.34**	**727.65**	4.50%
40	5		**696.34**	**727.65**	4.50%
Compactor	5		**775.18**	**808.13**	4.25%
Recycling rolloff containers:					
Size	Tonnage				
40	0		**288.69**	**294.76**	2.10%
Compactor	0		**367.53**	**375.25**	2.10%
Green waste rolloff containers:					
Size	Tonnage				
20/40	5		**1,038.49**	**1,090.61**	5.02%
Clean Inert containers:					
Size	Tonnage				
10/20/40	10		**303.20**	**309.38**	2.04%
Construction & Demolition containers					
Size	Tonnage				
10/40	5		**795.62**	**824.56**	3.64%

City of Duarte
Burrtec Waste Services
Proposed 2024 Rate Increases
Effective January 1, 2025

	Current 1/1/24 Rates	Proposed 1/1/25 Rates	Change
Extra Services:			
Extra refuse bin collection/service	**57.87**	**59.77**	3.28%
Extra pick-up Bin Compactor (Trash)	**77.21**	**79.75**	3.29%
Lock installed	**6.40**	**6.61**	3.28%
Lock removed - damaged by customer	**35.18**	**36.34**	3.30%
Recycling contamination (1 grace per year)	**57.87**	**59.77**	3.28%
Steam Clean (roll-off compactors)	**127.46**	**131.65**	3.29%
Steam Clean (bin compactors)	**57.87**	**59.77**	3.28%
Tilthopper	**50.27**	**51.92**	3.28%
Food Waste Contamination (1 grace per year)	**63.50**	**65.59**	3.29%
Dry run/ relocation	**89.12**	**92.05**	3.29%
Contamination Cleaning			
- Barrel	**69.53**	**71.81**	3.28%
- Bin	**81.40**	**84.07**	3.28%
Temporary Bin Services:			
3 Cubic Yd (7 day use)	**175.21**	**180.97**	3.29%
Dump & Return	**175.21**	**180.97**	3.29%
Dry run/ relocation			
Permanent Boxes - Weekly Rent Fee	**203.76**	**210.45**	3.28%
Temporary Boxes - Daily Rent Fee	**29.11**	**30.07**	3.30%
Certificate of Destruction	**134.12**	**138.53**	3.29%
Residential Street Sweeping Service Alternate Day/Side	**2.25 + base fee**	**2.33 + base fee**	
Commercial Street Sweeping Service Alternate Day/Side	**4.35 + base fee**	**4.49 + base fee**	
Barrel Exchange (one exchange per year N/C, does not apply to graffiti or damaged barrels)	**17.44**	**18.01**	3.27%
Barrel Replacement (resdl-customer damaged comml-lost or stolen)	**75.10**	**77.57**	3.29%
Bin Exchange (one exchange per year N/C, does not apply to graffiti or damaged bins)	**87.18**	**90.04**	3.28%
Bin Replacement + actual cost of bin (comm lost or stolen)	**96.56**	**99.73**	3.28%
End Dump (rate per hour)	**N/A**	**220.29**	New

AMENDMENT #16 TO AGREEMENT BETWEEN THE CITY OF DUARTE AND BURRTEC WASTE SERVICES LLC.

This **Amendment No. 16 to the Agreement Between the City Of Duarte And Burrtec Waste Services LLC For Municipal Solid Waste, Recyclables, And Green Waste Collection, Transportation, Disposal, Composting, And Processing** ("Amendment No. 16") is made and entered into as of December 10, 2024 ("Effective Date"), by and between the **CITY OF DUARTE**, a municipal corporation ("City"), and **BURRTEC WASTE SERVICES, LLC**, a California limited liability company ("Contractor"). City and Contractor are sometimes referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. City and Contractor entered into that certain agreement titled "Agreement Between the City of Duarte and Burrtec Waste Service *[sic]*, LLC for Municipal Solid Waste, Recyclables, and Green Waste Collection, Transportation, Disposal, Composting, and Processing" dated on or about September 18, 1996, also referred to as "Agreement Between The City of Duarte And Burrtec Waste Services*[sic]*, LLC For Solid Waste Collection, Processing and Disposal Services, September 18, 1996 (the "Original Agreement"), as amended by that certain Amendment No. 1 thereto dated on or about March 8, 2004 ("Amendment No. 1"), by that certain Amendment No. 2 thereto dated on or about November 13, 2007 ("Amendment No. 2"), by that certain Amendment No. 3 thereto dated on or about February 24, 2009 ("Amendment No. 3"), by that certain Amendment No. 4 thereto dated on or about June 22, 2010 ("Amendment No. 4"), and by that certain Amendment No. 5 thereto dated on or about December 10, 2013 ("Amendment No. 5") and by that certain Amendment No. 6 dated on or about December 15, 2014 ("Amendment No. 6") by that certain Amendment No. 7 dated on or about December 23, 2015 ("Amendment No. 7") by that certain Amendment No. 8 dated on or about December 13, 2016 ("Amendment No. 8") and by certain Amendment No. 9 dated on or about December 12, 2017 ("Amendment No. 9"), and by certain Amendment No. 10 dated on or about December 20, 2018 ("Amendment No. 10") and by certain Amendment No. 11 dated on or about December 4, 2019 ("Amendment No. 11"), and by certain Amendment No. 12 dated on or about December 21, 2020 ("Amendment No. 12") and by certain Amendment No. 13 dated on or about October 26, 2021, ("Amendment No. 13") and by certain Amendment No. 14 dated on or about December 13, 2022 ("Amendment No.14"), and by certain Amendment No. 15 dated on or about November 14, 2023 ("Amendment No.15"). The Original Agreement as amended by Amendment Nos 1 through 15, inclusive, is hereinafter referred to collectively as the "Agreement."

B. City and Contractor desire to enter into this Amendment No. 16 to, among other things, amend the Terms and Conditions of the Agreement.

C. The Legislature of the State of California, by enactment of the California Integrated Waste Management Act of 1989 (AB 939) (California Public Resources Code Section 40000, et seq.), has declared that it is in the public interest to authorize and require local agencies to make adequate provisions for Solid Waste handling within their jurisdictions.

D. The State of California has found and declared that the amount of Solid Waste generated in California, coupled with diminishing Disposal capacity and interest in minimizing potential environmental impacts from landfilling and the need to conserve natural resources, have created an urgent need for State and local agencies to enact and implement an aggressive integrated waste management program. The State has, through enactment of AB 939 and subsequent related legislation including, but not limited to: the Jobs and Recycling Act of 2011 (AB 341), the Event and Venue Recycling Act of 2004 (AB 2176), SB 1016 (Chapter 343, Statutes of 2008), the Mandatory Commercial Organics Recycling Act of 2014 (AB 1826), and the Short-Lived Climate Pollutants Bill of 2016 (SB 1383), directed the responsible State agency, and all local agencies, to promote a reduction in Landfill Disposal and to maximize the use of feasible waste reduction, Reuse, Recycling, and composting options in order to reduce the amount of material that must be Disposed.

E. SB 1383 establishes regulatory requirements for jurisdictions, Generators, haulers, Solid Waste facilities, and other entities to support achievement of State-wide Organic Waste Disposal reduction targets.

F. SB 1383 Regulations require the CITY to implement Collection programs, meet Processing facility requirements, conduct contamination monitoring, provide education, maintain records, submit reports, monitor compliance, conduct enforcement, and fulfill other requirements; and, the CITY has chosen to delegate some of its responsibilities to the Contractor, acting as the CITY's designee, and Contractor desires to take on these responsibilities.

G. Except as otherwise set forth in this Amendment No. 16, the defined terms used herein shall have the same meanings as used in the Agreement.

NOW, THEREFORE, in consideration of the foregoing Recitals and the covenants and promises hereinafter contained, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties hereto agree as follows:

1. **TERM.** Section 3.01 (Term) of the Agreement is hereby amended in its entirety to read as follows:

3.01 Term. The Term of this Agreement shall expire effective December 31, 2034, subject to subsection (c) below

(c) The Agreement Term may be extended one (1) additional year each year from and after December 31, 2025, so as to continually maintain a ten (10) year period as the remaining Term of the Agreement. Such extension may be granted by City with or without cause, pursuant to the Annual Performance Review procedures and schedule as laid forth in the Agreement.

2. **DEFINITIONS.** The following definitions are added to the Agreement, and/or amended as set forth herein, as applicable. Definitions otherwise contained in the Agreement and/or any previous amendment(s), but which are not addressed below, shall remain the same.

Black Container has the same meaning as Gray Container and shall be used for the purpose of storage and collection of Black Container Waste.

Blue Container has the same meaning as in 14 CCR Section 18982(a)(5) and shall be used for the purpose of storage and Collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.

Brown Container has the same meaning as in 14 CCR Section 18982.2(a)(5.5) and shall be used for the purpose of storage and collection of source separated Food Waste pursuant to 14 CCR Section 18984.1(6)(A).

California Code of Regulations or CCR means the State of California Code of Regulations. CCR references in this Agreement are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR refers to Title 14 of CCR).

CalRecycle means the California Department of Resources Recycling and Recovery, which is the department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on jurisdictions and other regulated entities.

Collect or Collection means Solid Waste, Recyclables, Food Waste and Organic Waste pickups made by CONTRACTOR as required by and in accordance with the provisions of this Agreement.

Commercial Edible Food Generators includes Tier One or Tier Two Commercial Edible Food Generators as defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this definition, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators.

Compostable Plastics or Compostable Plastic means plastic materials that meet the ASTM D6400 standard for compostability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

Compost has the same meaning as in 14 CCR Section 17896.2(a)(4), as may be amended from time to time.

Diversion or Divert means activities which reduce or eliminate discarded materials from disposal, including, but not limited to, source reduction, Reuse, salvage, Recycling, and composting.

Edible Food means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Agreement, Edible Food is not Solid Waste if it is recovered and not discarded. Nothing in this Chapter or in 14 CCR, Division 7, Chapter 12 requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code. If the definition in 14 CCR Section 18982(a)(18) for Edible Food differs from this definition, the definition in 14 CCR Section 18982(a)(18) shall apply to this Agreement.

Excluded Waste means Hazardous Substance, Hazardous Waste, Infectious Waste, Designated Waste, volatile, corrosive, Medical Waste, infectious, regulated radioactive waste, and toxic substances or material that Facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III Landfills or accepted at the Facility by permit conditions, waste that in the City's, or its Designee's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose CONTRACTOR or CITY to potential liability: but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

Facility(ies) means any plant, site, or operation used for the purpose of handling discarded materials, including, but not limited to, disposal, transfer, recycling, composting, and processing facilities or operations.

Food Recovery means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).

Food Recovery Organization means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities, or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

(1) A food bank as defined in Section 113783 of the Health and Safety Code;
(2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety Code; and,
(3) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this Agreement and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a)(25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a)(25) shall apply to this Agreement.

Food Recovery Service means a Person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery; or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

Food Scraps means the unavoidable waste products from food preparation including but not limited to, carrot peelings, apple cores, meat trimmings, bones. Food Scraps excludes fats, oils, liquids, and grease when such materials are Source Separated from other Food Scraps.

Food-Soiled Paper means compostable paper material that has come in contact with food or liquid, such as, but not limited to, napkins and pizza boxes.

Food Waste means all food and Food Scraps. Food Waste excludes fats, oils, liquids, and grease when such materials are Source Separated from other Food Waste. With respect to Single Family and Multi-Family Residential Dwellings Food Waste is a subset of Source Separated Green Container Organic Waste. Edible Food separated for Food Recovery shall not be considered Food Waste

Generator means the Person or entity that is responsible for the initial creation of waste, or as otherwise defined in 14 CCR Section 18982(a)(48).

Gray Container or (Black Container) has the same meaning as in 14 CCR Section 18982(a)(28) and shall be used for the purpose of storage and Collection of Gray Container Waste. The lid or body of a container may be black and shall have the same meaning as Gray Container.

Gray Container Waste or (Black Container Waste) means Solid Waste that is collected in a Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5). Gray Container Waste may specifically include carpet, Non-Compostable Paper and textiles.

Green Container has the same meaning as in 14 CCR Section 18982(a)(29) and shall be used for the purpose of storage and collection of SSGCOW.

Hauler Route(s) means the designated itinerary or sequence of stops for each segment of the CITY's collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).

Large Event means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Agreement.

Large Venue means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of 14 CCR, Division 7, Chapter 12 and this Agreement, a site under common ownership or control that includes more than one Large Venue that is contiguous with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Agreement.

Non-Compostable Paper includes, but is not limited to, paper that is coated in a plastic material that will not breakdown in the composting process, or as otherwise defined in 14 CCR Section 18982(a)(41).

Non-Organic Recyclables means non-putrescible and non-hazardous recyclable wastes including, but not limited to, bottles, cans, metals, plastics, and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).

Organic Waste means Solid Wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, Paper Products, Printing and Writing Paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

Paper Products include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling; or as otherwise defined in 14 CCR Section 18982(a)(51).

Printing and Writing Papers include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications; or as otherwise defined in 14 CCR Section 18982(a)(54).

Processing means the controlled separation, recovery, volume reduction, conversion, or Recycling of Solid Waste including, but not limited to, organized, manual, automated, or mechanical sorting, the use of vehicles for spreading of waste for the purpose of recovery, and/or includes the use of conveyor belts, sorting lines, or volume reduction equipment, or as otherwise defined in 14 CCR Section 17402(a)(20).

Prohibited Container Contaminants means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City's Blue Container; (ii) discarded materials placed in the Brown Container that are not identified as acceptable Source Separated Food Waste for the City's Brown Container; (iii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the City's Green Container; (iv) Discarded Materials placed in the Gray Container that are acceptable Source Separated Recyclable Materials, Source Separated Food Waste and/or Source Separated Green Container Organic Wastes to be placed in the City's Green Container, Brown Container, and/or Blue Container; and (v) Excluded Waste placed in any Container.

Recycle or Recycling means the process of Collecting, sorting, cleansing, treating, and reconfiguring materials for the purpose of returning them to the economic mainstream in the form of raw material for new, Reused, or reconstituted products that meet the quality standards necessary to be used in the marketplace. Recycling includes processes deemed to constitute a reduction of landfill disposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does not include gasification or transformation as defined in Public Resources Code Section 40201.

Reuse or any variation thereof, means the use, in the same, or similar, form as it was produced, of a material which might otherwise be discarded, or as otherwise defined in 14 CCR Section 17402.5(b)(2).

SB 1383 means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

SB 1383 Regulations or "SB 1383 Regulatory" means or refers to, for the purposes of this Agreement, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

SB 619 means Senate Bill 619 of 2021 approved by the Governor on October 5, 2021, which amended Section 42652.5 of the Public Resource Code, authorizing the department, notwithstanding the regulations, to establish any maximum compliance deadline in a corrective action plan that it determines to be necessary and appropriate under the circumstances for the correction of a violation of the regulations.

Service Level refers to the number and size of a Customer's Container(s) and the frequency of Collection service, as well as ancillary services such as lock/unlock service, Container push/pull service, etc.

Source Separated means materials, including commingled Recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for Recycling or Reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the Agreement, Source Separated shall include separation of materials by the Generator, property owner, property owner's employee, property manager, or property manager's employee into different Containers for the purpose of Collection such that Source Separated materials are separated from Gray Container Waste or other Solid Waste for the purposes of Collection and processing.

Source Separated Blue Container Organic Waste means Source Separated Organic Wastes that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).

Source Separated Brown Container Food Waste means Source Separated Food Waste that can be placed in a Brown Container.

Source Separated Green Container Organic Waste means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of

Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.

Source Separated Recyclable Materials means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

Tier One Commercial Edible Food Generator means a Commercial Edible Food Generator that is one of the following:

(1) Supermarket.
(2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.
(3) Food Service Provider.
(4) Food Distributor.
(5) Wholesale Food Vendor.

If the definition in 14 CCR Section 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(73) shall apply to this Agreement.

Tier Two Commercial Edible Food Generator means a Commercial Edible Food Generator that is one of the following:

(1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
(2) Hotel with an on-site food facility and 200 or more rooms.
(3) Health facility with an on-site food facility and 100 or more beds.
(4) Large Venue.
(5) Large Event.
(6) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
(7) A local education agency with an on-site food facility.

If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74) shall apply to this Agreement.

Waste Evaluations means sampling waste from hauler routes as specified in 14 CCR Section 18984.5 C.

3. COLLECTION SYSTEM "Collection System" is added to the Agreement, and/or amended as set forth herein, as applicable:

General. CONTRACTOR shall provide an approved Collection program for the separate Collection of Source Separated Recyclable Materials, Source Separated Green Container Organic Waste, Source Separated Brown Container Food Waste, and Gray Container Waste as specified in this Agreement, using Containers that comply with the requirements of this Agreement, SB 619, and SB 1383

Regulations. CONTRACTOR shall perform site assessments as needed to determine service level needs, and modify collection routes as required. CONTRACTOR shall not knowingly Collect Blue, Green, Brown or Gray Containers that include an excess of twenty-five percent (25%) by weight of Prohibited Container Contaminants. Prohibited Container Contaminant tolerance as a percentage may be modified upon mutual agreement between CITY and CONTRACTOR.

Source Separated Recyclable Materials Collection (Blue Container). CONTRACTOR shall provide Blue Containers to all Customers not eligible for a waiver and not employing alternative compliance protocols and shall provide Source Separated Recyclable Materials Collection service. CONTRACTOR shall transport the Source Separated Recyclable Materials to a Facility that recovers the materials designated for Collection in the Blue Containers, in accordance with the SB 1383 Regulations.

Source Separated Green Container Organic Waste Collection (Green Container). CONTRACTOR shall provide Green Containers to all Customers not eligible for a waiver and not employing alternative compliance protocols and shall provide Source Separated Green Container Organic Waste Collection service. CONTRACTOR shall Transport the Source Separated Green Container Organic Waste to a Facility in accordance with SB 1383 Regulations.

Source Separated Brown Container Food Waste Collection (Brown Container). CONTRACTOR may provide Brown Containers to all commercial Customers not eligible for a waiver and not employing alternative compliance protocols and shall provide Source Separated Food Waste Collection service to said customers. CONTRACTOR shall transport Source Separated Food Waste to a Facility in accordance with SB 1383 Regulations.

Gray Container Waste Collection. CONTRACTOR shall provide Gray Containers to Customers for Collection of Gray Container Waste and shall provide Gray Container Waste Collection service. CONTRACTOR shall transport the Gray Container Waste to a Facility in accordance with the SB 1383 Regulations. CONTRACTOR may allow carpets and textiles to be placed in the Gray Containers.

4. ORGANIC WASTE AND RECYCLABLE MATERIAL CAPACITY GUARANTEE. "Organic Waste and Recyclable Material Capacity Guarantee" is added to the Agreement, and/or amended as set forth herein, as applicable:

Annually, For Facilities owned or operated by CONTRACTOR or an affiliate of CONTRACTOR, CONTRACTOR shall provide written notification to the CITY that the Facility has the capability to recover and/or process Organic Waste. CITY shall not implement or enforce an ordinance, policy, procedure, permit condition, or initiative that prohibits the lawful processing of Organic Waste pursuant to 14 CCR Section 18990.1(b)

5. USE OF PLASTIC BAGS FOR FOOD WASTE COLLECTION IN GREEN CONTAINERS. "Use of Plastic Bags for Food Waste Collection in Green Containers" is added to the Agreement, and/or amended as set forth herein, as applicable:

CONTRACTOR may require Customers and Generators to place Food Waste in plastic bags, compostable bags, or other paper wrappings and put the bagged or wrapped Food Waste in the Green Container. CONTRACTOR shall provide written notification to the CITY that allowing the use of bags does not inhibit the ability of the CITY to comply with SB 1383 Regulations, and that the Facility can remove and/or process plastic bags when it recovers Source Separated Green Container Organic Waste. CONTRACTOR shall provide annual written notification to the CITY that the Facility has and will continue to have the capabilities to remove and process plastic bags when it recovers Source Separated Green Container Organic Waste."

6. CONTAMINATION MONITORING. "Contamination Monitoring" is added to the Agreement, and/or amended as set forth herein, as applicable:

Contamination Monitoring

A. Actions upon Identification of Prohibited Container Contaminants.

Upon finding Prohibited Container Contaminants in a Container, CONTRACTOR shall follow the protocols set forth in this Section.

i. Record Keeping. The driver or other CONTRACTOR representative shall record each event of identification of Prohibited Container Contaminants in a written log or in the on-board computer system including date, time, Customer's address, type of Container (Blue, Green, Brown or Gray Container); and maintain photographic evidence, when possible.

ii. Contamination Notices. Upon identification of Prohibited Container Contaminants in a Customer's Container, CONTRACTOR shall provide the Customer a contamination notice. The contamination notification shall: (i) inform the Customer of the observed presence of Prohibited Container Contaminants; (ii) include the date and time the Prohibited Container Contaminants were observed; (iii) include information on the Customer's requirement to properly Source Separate materials into the appropriate Containers, and the accepted and prohibited materials for Collection in the Blue Container, Brown Container, Green Container, and/or Gray Container; (iv) inform the Customer of the courtesy pick-up of the contaminated materials on this occasion with information for subsequent instances of Prohibited Container Contaminants, CONTRACTOR may assess contamination processing fees; and, (v) CONTRACTOR may include photographic evidence. CONTRACTOR shall leave the contamination notice attached to or adhered to the Customer's contaminated Containers; at the premises' door or gate; or, may deliver the notice by mail, e-mail, text message, or other electronic message.

iii. Notice of Assessment of Contamination Processing Fees. If the CONTRACTOR observes Prohibited Container Contaminants in a Customer's Container on more than two occasions within a six-month time period and issued contamination notices on each of those occasions, the CONTRACTOR may impose a contamination processing fee pursuant to fees and rates approved by resolution of CITY Council on the third or subsequent instance of contamination. CONTRACTOR shall notify the CITY in its monthly report to CITY of Customers for which Contamination Processing fees were assessed. CONTRACTOR shall leave a Contamination Processing fee notice attached to or adhered to the Customer's contaminated Container(s); at the premises door or gate; or, deliver the notice by mail, e-mail, text message, or other electronic message. The Contamination Processing fee notice shall identify the prohibited material(s), explain how to prevent future violations, and indicate that the Customer will be charged a contamination Processing fee on the next solid waste bill. The format of the contamination Processing fee notice shall be approved by the CITY.

iv. Disposal of Contaminated Materials**.** If the CONTRACTOR observes Prohibited Container Contaminants in a Customer's Container(s), CONTRACTOR may dispose of the Container's contents, provided CONTRACTOR complies with the noticing requirements in subsection iii. above.

7. ROUTE REVIEWS AND WASTE EVALUATIONS. "Route Reviews and Waste Evaluations" is added to the Agreement, and/or amended as set forth herein, as applicable:

Route Reviews and Waste Evaluations:

CONTRACTOR shall meet its SB 1383 Regulations contamination monitoring requirements using Route Reviews or Waste Evaluations.

i. Route Reviews

a. If CONTRACTOR elects to perform Route Reviews, CONTRACTOR shall, conduct Hauler Route reviews for Prohibited Container Contaminants in Collection Containers in a manner that is deemed safe by the CONTRACTOR; is approved by CITY; is conducted in a manner that results in all Hauler Routes being reviewed annually, in an amount not less than the quantity specified in the calculations used to determine the Compliance Fee and is consistent and in accordance with SB 1383 Regulations and 14 CCR Section 18984.5(b). Containers may be randomly selected along the Hauler Route. This Section should not be construed to require that every container on a Hauler Route must be sampled annually. CONTRACTOR may prioritize the inspection of Customers that are more likely to be out of compliance.

b. Upon finding Prohibited Container Contaminants in the Container, CONTRACTOR shall follow the contamination monitoring noticing procedures as described herein.

ii. Waste Evaluations If CONTRACTOR elects to perform Waste Evaluations, CONTRACTOR shall conduct waste evaluations that comply with and meet the requirements of 14 CCR Section 18984.5(c). CITY maintains the right to observe, or hire a third party CONTRACTOR to observe the waste evaluations.

a. Sampling Method, Study Protocols. CONTRACTOR shall conduct waste evaluations for Prohibited Container Contaminants by sampling the contents of Containers on Hauler Routes in the following manner:

- CONTRACTOR shall conduct waste evaluations at least twice per year and in two distinct seasons of the year in a manner that complies with the requirements of 14 CCR Section 18984.5(c).

- CONTRACTOR's waste evaluations shall include samples of Source Separated Recyclable Materials, Source Separated Green Container Organic Waste, and Gray Container Waste.

- The waste evaluations shall include samples from each Container type served by the CONTRACTOR and shall include samples taken from different areas in the CITY that are representative of the CITY's waste stream.

- The waste evaluations shall include at least the minimum number of samples required specified in SB 1383 Regulations.

- The CONTRACTOR shall transport all of the material collected for sampling to a sorting area at a permitted solid waste facility where the presence of Prohibited Container Contaminants for each Container type shall be measured to determine the ratio of Prohibited Container Contaminants present in each material stream by weight. To determine the ratio of Prohibited Container Contaminants, the CONTRACTOR shall use protocols established in accordance with the SB 1383 regulations.

b. Contamination Response. If the sampled weight of Prohibited Container Contaminants exceeds twenty-five percent (25%) of the measured sample for any material stream, the CONTRACTOR shall within fifteen (15) working days of the waste evaluation, notify all Customers on the sampled Hauler Route of their requirement to properly source separate materials into the appropriate Containers. CONTRACTOR may provide this information by placing a written notice on the Customer's Containers or the gate or door of the premises; and/or by mail, email, or electronic message to the Generators. The format of the warning notice shall be approved by the CITY.

c. Material Exceptions. Organic Waste that is textiles, carpet, hazardous wood waste, human waste, pet waste, or material(s) subject to a quarantine of movement issued by a County agricultural commissioner is not required to be measured as Organic Waste when calculating the amount of Organic Waste present in the Gray Container Waste.

iii. Recordkeeping Requirements.

CONTRACTOR shall maintain all applicable Container Contamination Minimization records required under SB 1383 Regulations, and report to the CITY on contamination monitoring activities, route reviews and/or waste evaluations, and actions taken.

CONTRACTOR shall provide reports to City on customers discovered to be out of compliance with the SB 1383 Regulations (based upon Contractor employee observation or complaints from the public), including a list of the customers, the type of violation (including not donating edible food, not providing Containers for customer use, and other compliance violations), actions taken to educate those customers, conditions and photographs, and contact information for those customers in order for the City to follow up on administrative review and potential issuance of Notices of Violation. Such reports and other information requested by the City shall be provided quarterly or as required by City.

8. **ALTERNATIVE METHODS.** "Alternative Methods" is added to the Agreement, and/or amended as set forth herein, as applicable:

Nothing in this Agreement shall prohibit the CONTRACTOR from meeting its compliance requirements by any alternative methods or procedures, provided it complies with SB 1383, its Regulations, and/or any other applicable law, as may be amended from time to time and as approved in writing by the CITY.

9. **EDUCATION AND OUTREACH**. "Education and Outreach" is added to the Agreement, and/or amended as set forth herein, as applicable:

i. Public Education.

CONTRACTOR shall, create applicable education materials and conduct education programs and activities as provided by and in accordance with the SB 1383 Regulations. CONTRACTOR shall provide educational material by mail or electronically to customers providing information consistent with 14 CCR Section 18985. For illustrative purposes, such materials may include information concerning proper Recycling, the use of Containers for Organic Waste and commercial Food Waste, composting, preventing Contamination, and proper container placement. Updated educational materials shall be prepared and submitted to CITY Manager for approval. CONTRACTOR shall perform the recordkeeping requirements related to its compliance with education and outreach requirements under 14 CCR Section 18985.3. CITY shall perform the record keeping requirements related to its education and outreach efforts. CONTRACTOR shall cooperate and coordinate with the CITY on public education activities.

For the avoidance of doubt, Contractor shall annually provide the following to all its customers under the Agreement:

(i) Information on the customer's requirements to properly separate materials in appropriate Containers.

(ii) Information on methods for: the prevention of Organic Materials generation, recycling Organic Materials on-site, sending Organic Materials to community composting, and any other local requirements regarding Organic Materials.

(iii) Information regarding the methane reduction benefits of reducing the landfill disposal of Organic Materials, and the methods of Organic Materials recovery contemplated by the Agreement.

(iv) Information regarding how to recover Organic Materials.

(v) Information related to the public health and safety and environmental impacts associated with the landfill disposal of Organic Materials.

(vi) The above information will be provided, at a minimum, through print and/or electronic media, and may also be provided through workshops, meetings and/or on-site visits. All City approved information for distribution shall be posted on and downloadable from the Contractor's website.

(vii) All information and materials shall be provided in English and Spanish.

Contractor shall provide educational materials to customers discovered to be out of compliance with the requirements of the SB 1383 Regulations, and shall report a list of such customers as well as actions taken to the City on a periodic basis as required by City.

ii. Food Recovery Listings.

The CONTRACTOR and CITY shall coordinate, maintain and annually update a list of Food Recovery Organizations and Food Recovery Services operating within the CITY, maintain the list on the CONTRACTOR's website, and share the list with the CITY so the CITY can post the list on the CITY's website. The list shall include, at a minimum, the following information about each Food Recovery Organization and Food Recovery Service:

(1) Name and physical address;

(2) Contact information;

(3) Collection service area; and

(4) An indication of the types of Edible Food the Food Recovery Service or Food Recovery Organization can accept for Food Recovery.

CONTRACTOR shall post and maintain a web page or web pages that include organic waste recovery and edible food donation program information on its website.

10. BILLING AND ENROLLMENT "Billing and Enrollment" is added to the Agreement, and/or amended as set forth herein, as applicable:

Contamination Processing Fees.

Any contamination processing fees to be assessed upon a Customer account shall be included and itemized on the Customer's invoice for the billing period in which the CONTRACTOR notified the Customer of the assessment of the contamination processing fee.

Enrollment Assistance

CITY requires that Customers subscribe to organic waste collection services. CONTRACTOR shall assist the CITY in ensuring that the subscription of Customers to Collection services occurs in a timely and efficient manner. CONTRACTOR shall maintain records and provide reports necessary for the CITY to verify the subscription of Customers.

11. GENERATOR WAIVER PROGRAM COORDINATION. "Generator Waiver Program Coordination" is added to the Agreement, and/or amended as set forth herein, as applicable:

i. General.

In accordance with SB 1383 Regulations, CITY may grant waivers from organic waste collection services to eligible organic waste generators.

ii. Requests Submitted to CONTRACTOR.

Waste generators may submit requests for waivers to the CONTRACTOR. CONTRACTOR shall be responsible for the distribution, collection and evaluation of waiver applications as appropriate and provide CITY a recommendation to accept or reject waiver requests. CONTRACTOR shall review the generator's waiver application and inspect the generator's premises as needed to verify the accuracy of the application. CONTRACTOR shall provide documentation of the review in its recommendation to approve or deny the waiver request. CITY ultimately retains the right to approve or deny any application, regardless of the CONTRACTOR's recommendation and will process the approval or denial as required by SB 1383 requirements. CONTRACTOR shall report information regarding waivers reviewed to the CITY.

iii. CONTRACTOR Change in Customer Service Levels.

When the CITY grants a waiver to a generator, CITY shall notify the CONTRACTOR within ten (10) business days of the waiver approval with pertinent Customer information and any changes to the Subscription, Service Level or Collection service requirements for the Customer. CONTRACTOR shall have five (5) business days to modify the Customer's Collection Service Level and billing statement, as needed.

iv. Reverification of Waivers.

CONTRACTOR shall conduct such reverifications of waivers and review applicable records at least once every five (5) years for de minimis and physical space constraint waivers. CONTRACTOR shall maintain a record of each waiver verification and provide a report to the

CITY documenting the waiver reverifications performed and recommendations to CITY on those waivers that CONTRACTOR concludes are no longer warranted. The CITY shall make a final determination of the waiver eligibility of those generators.

12. **INSPECTION AND ENFORCEMENT.** "Inspection and Enforcement" is added to the Agreement, and/or amended as set forth herein, as applicable:

Inspection and Enforcement

CONTRACTOR shall assist the CITY with applicable inspections and enforcement as specified in this Agreement. CONTRACTOR shall maintain a computer database of all oral and written SB 1383 related non-compliance incidents reported to CONTRACTOR by Customers, or discovered by CONTRACTOR. CONTRACTOR shall maintain applicable records from inspection and enforcement in accordance with SB 1383 Regulations, with the exception of Notice of Violations which shall be the responsibility of CITY. CITY shall be responsible for the issuance of any fines for CITY Municipal Code violations.

13. **COMPLAINTS, REPORTS OF NON-COMPLIANCE**. "Complaints, Reports of Non-Compliance" is added to the Agreement, and/or amended as set forth herein, as applicable:

Complaints, Reports of Non-Compliance

i. Investigation.

As needed, CONTRACTOR shall assist the CITY in its investigation of complaints investigations.

ii. Recordkeeping and Reporting.

CONTRACTOR agrees to maintain a log of all applicable oral and written complaints or reports of non-compliance received by the CONTRACTOR. CONTRACTOR shall be responsible for the prompt and courteous attention to the complaint and subsequent notice shall be sent to the CITY for further inspection and enforcement efforts."

14. **PROVISION FOR PROCUREMENT OF RECOVERED ORGANIC WASTE PRODUCT** "Provision for Procurement of Recovered Organic Waste Products" is added to the Agreement, and/or amended as set forth herein, as applicable:

Provision for Procurement of Recovered Organic Waste Products

CONTRACTOR agrees to act as a direct service provider on behalf of the CITY. CONTRACTOR shall coordinate and cooperate with the CITY in meeting its recovered Organic Waste product procurement target, as required by SB 1383 Regulations, 14 CCR Section 18993.1.

CONTRACTOR shall procure and deliver an annual quantity of Recovered Organic Waste Products in an amount not more than the quantity specified in the rate adjustment calculations used to determine the Compliance Fee as requested by the CITY. Recovered Organic Waste Products shall comply with 14 CCR 18993.1(f). CONTRACTOR shall comply with the recordkeeping and verification requirements of 14 CCR 18993.2.

15. CONTAINER REQUIREMENTS. "Container Requirements" is added to the Agreement, and/or amended as set forth herein, as applicable:

CONTRACTOR shall provide Collection Containers as follows: (i) Solid Waste container bodies and/or lids shall be black or gray; (ii) Recyclable Materials container bodies and/or lids shall be blue; (iii) Organic Waste Container bodies and/or lids shall be green; and (iv) commercial Food Waste Container bodies and/or lids shall be brown.

No later than January 1, 2036, CONTRACTOR shall provide all Customers with Collection Containers that comply with the Container color requirements specified in this Agreement or as otherwise specified in the SB 1383 Regulations. Notwithstanding this Section, the CONTRACTOR is not required to replace functional Containers, including Containers purchased prior to January 1, 2022, that do not comply with the color requirements of this Agreement prior to the end of the useful life of those Containers, or prior to January 1, 2035, whichever comes first.

16. LABELING REQUIREMENTS "Labeling Requirements" is added to the Agreement, and/or amended as set forth herein, as applicable:

Labeling Requirements

CONTRACTOR shall place a label on the body or lid of each Container that has been provided to a Customer that includes language or graphic images, or both, that indicate the primary materials accepted and the primary materials prohibited in that Container in accordance with the SB 1383 Regulations. Labels shall clearly indicate items that are Prohibited Container Contaminants for each Container.

17. ORGANICS RECORDKEEPING AND REPORTING. "Organics Recordkeeping and Reporting" is added to the Agreement, and/or amended as set forth herein, as applicable:

Organics Recordkeeping and Reporting

CONTRACTOR shall prepare and maintain the records identified in 14 CCR Section 18995.2(f) arising from the work performed by CONTRACTOR and assist CITY in reporting such information in form and format satisfactory to the CITY.

CONTRACTOR shall allow CITY access to records via remote access to CONTRACTOR's third-party reporting software for the purposes of auditing and inspecting SB 1383-related records and reports. Additional information that may be required from time to time for the purposes of complying with the SB 1383 Regulations shall also be furnished by the CONTRACTOR within a reasonable amount of time and upon request.

Reports to CITY on customers discovered to be out of compliance with the SB 1383 Regulations, including a list of the customers, the type of violation (including not providing Containers for customer use, and other compliance violations), actions taken to educate those customers, and contact information for those customers. Such reports shall be provided quarterly or as required by CITY.

CONTRACTOR shall report on all activities as mutually agreed upon with the CITY at least one month in advance of the CITY's reports to CalRecycle on August 1.

CONTRACTOR shall provide a full customer list including service level, date of service, and customer contact information upon CITY request.

18. IDENTIFICATION OF FACILITIES Identification of Facilities is added to the Agreement, and/or amended as set forth herein, as applicable:

CONTRACTOR shall identify the Recyclable Materials and Organic Waste Processing Facilities to which they will transport organic waste as required by the SB 1383 Regulations.

19. OTHER TERMS AND CONDITIONS UNCHANGED.

Except as expressly amended by the Amendment, all other terms and conditions of the Agreement shall remain unchanged. In the event of any conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement and/or any previous amendment thereto, the terms and conditions of this Amendment shall prevail and control.

20. COUNTERPARTS.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF *DUARTE*	**BURRTEC WASTE SERVICES, LLC.**
By: ______________________	By: ______________________
Mayor	
	Its: ______________________

Attest:

By: ______________________
City Clerk

Approved as to Form:

By: ______________________
City Attorney

Agenda Item: **10.D.**

AGENDA REPORT

MEETING DATE:	December 10, 2024
TO:	Mayor and Members of the City Council
FROM:	Kristen Petersen, Assistant City Manager/Admin. Serv. Director
BY:	Angela Chiaromonte, Financial Services Manager
SUBJECT:	Audited Financial Statements for Fiscal Year 2023/24
RECOMMENDATION:	It is recommended that the City Council receive and file the Audited Financial Statements for Fiscal Year 2023/24
FISCAL IMPACT:	None

BACKGROUND

After the end of each fiscal year, an independent accounting firm is used to conduct a financial audit of the City of Duarte and the Housing Authority. Moss Levy and Hartzheim conducted our independent audit for fiscal year 2023/24.

DISCUSSION/ANALYSIS

Copies of the City financial statements for the fiscal year ended June 30, 2024, are attached. The auditor found them to be prepared in accordance with generally accepted accounting principles and to fairly present the financial position of the City. We did not have any deficiencies in 2023/24.

The original 2023/24 General Fund budget was adopted in June 2023 with a projected deficit of $1,507,400. At the mid-year review in February 2024, we projected that fiscal year 2023/24 would end with a deficit of $469,600. Since that time, property taxes, building permit revenue, interest earnings, fines and forfeitures related to cost recoveries of three large code enforcement cases came in higher than expected and several capital projects were delayed. With these changes, the City's General Fund actually ended the fiscal year with a surplus of $3.8 million, which translates into $26.3 million in unrestricted cash, $4.7 million for special projects assigned by the City Council, $2 million restricted specifically for improvements in the Town Center Specific Plan area, $240,000 for public art, $226,000 for pension costs, $94,000 for storm drain improvements, and $36,000 for vehicle replacement.

The U.S. economy today faces a delicate balance between inflationary pressures and slowing growth. While inflation has cooled somewhat from its peak, it remains above target levels, prompting the Federal Reserve to maintain higher interest rates. This has led to higher borrowing costs, affecting both consumers and businesses. Job growth continues, but the labor market shows signs of stability, with some sectors experiencing layoffs. Trade and investment are also affected by global issues. However, sectors like technology and clean energy show resilience, and there are signs of strength in consumer spending, contributing to hopes for a gradual economic recovery.

Please note that staff will be bringing the 2024/25 midyear budget before City Council in February 2025. We will discuss and analyze the fund balance more at that time, because the 2023/24 estimated fund balance was used when the City Council adopted the budget in June and now the actual ending fund balance will serve as a part of the 2024/25 mid-year analysis.

RECOMMENDATION
It is recommended that the City Council receive and file the Audited Financial Statements for Fiscal Year 2023/24.

FISCAL IMPACT
None.

ATTACHMENTS
Audited Financial Statements for Fiscal Year 2023/24

Fiscal Review:

Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:

Brian Villalobos
City Manager

CITY OF DUARTE, CALIFORNIA

FINANCIAL STATEMENTS

FOR THE FISCAL YEAR ENDED JUNE 30, 2024

Prepared by:

Finance Department

CITY OF DUARTE
For the Fiscal Year Ended June 30, 2024

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MOSS, LEVY & HARTZHEIM LLP
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INDEPENDENT AUDITOR'S REPORT

Honorable Mayor and City Council
City of Duarte, California

Opinions

We have audited the accompanying financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the City of Duarte, California (City), as of and for the fiscal year ended June 30, 2024, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

In our opinion the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2024, and the respective changes in financial position for the fiscal year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the City, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

OFFICES: BEVERLY HILLS · CULVER CITY · SANTA MARIA

Auditor's Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, the budgetary comparison information for the General fund, the budget comparison schedule for the SB1/RMRA fund, the Schedule of Proportionate Share of the Net Pension Liability, the Schedule of Pension Contributions, the Schedule of Changes in Net OPEB Liability and Related Ratios, and the Schedule of OPEB Contributions on pages 4 through 8 and 51 through 58, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying combining and individual nonmajor governmental fund financial statements and schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining and individual non-major governmental fund financial statements and schedules are fairly stated in all material respects in relation to the basic financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated November 20, 2024, on our consideration of the City's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Moss, Levy & Hartzheim, LLP
Culver City, California
November 20, 2024

City of Duarte
Management's Discussion and Analysis
Fiscal Year Ended June 30, 2024

This discussion and analysis are intended to provide readers with a narrative overview of the City of Duarte's (City's) financial activities for the fiscal year ended June 30, 2024. This information should be considered in conjunction with the accompanying financial statements and the notes to those statements.

Financial Highlights

- At the close of the fiscal year, the City's assets exceeded its liabilities by $91,115,923 (net position). A significant part of assets is the estimated value of cash and investments and infrastructure, which has been capitalized in accordance with the requirements of GASB Statement No. 34.

- During the fiscal year, City program revenues exceeded expenses and the City's net position reflects an increase of $5,513,095.

- The City's governmental funds had ending fund balances of $50,565,222 which is an increase of $4,462,442 over the prior fiscal year fund balance of $46,102,780.

- This fiscal year, the City's General Fund experienced a net change in Fund Balance of $4,418,247. This was primarily due to the increase in revenues such as property taxes, building permit revenue, interest earnings, fines and forfeitures related to cost recoveries of three large code enforcement cases. There were also reduced expenditures due to delayed projects.

- The City's debt increased by $321,740 during the fiscal year to $4,572,344 due largely to the new public safety office lease that was added to Long Term Liabilities reporting. See Note #8 for further details.

- At June 30, 2024, the City reported a net pension liability of $18,471,427 and related deferred outflows of $6,626,196 and deferred inflows of $631,280. See Note #11 for further details.

- At June 30, 2024, the City reported an OPEB liability of $3,848,028 and related deferred outflows of $1,501,684 and deferred inflows of $3,326,722. See Note #12 for further details.

Overview of the Basic Financial Statements

The City's basic financial statements consist of three components: (1) government-wide financial statements, (2) fund financial statements, and (3) notes to the basic financial statements. In addition, required supplementary information is provided relating to the City's budgets for major funds.

Government-wide Financial Statements

The government-wide financial statements are found on pages 9 and 10 of this report. They are designed to give readers an overview of the City's financial position. These statements include all of the City's assets and liabilities, using the full accrual basis of accounting, which is similar to accounting methods used by most private sector companies. All of a fiscal year's revenues and expenses are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. As a result, assets, liabilities, and expenses are reported in these statements for some transactions that will result in cash flow in future fiscal periods.

The "Statement of Net Position" presents all of the City's assets and liabilities, with the difference reported as net position. Over time, increases or decreases in net position may serve as a useful indicator for determining whether the financial position of the City is improving or deteriorating.

The “Statement of Activities” presents information showing the City’s revenues and expenses for the fiscal year. Functional activities are identified in this statement; whereby direct and indirect functional costs are shown net of related program revenue. This statement shows the extent to which the various functions depend on general taxes and non-program revenues for support.

The government-wide financial statements encompass the activities of four different legal entities: the City of Duarte, the Duarte Housing Authority, the Duarte Community Facilities Financing Authority and the Duarte Public Financing Authority. This is in keeping with generally accepted accounting principles, as the City’s elected officials have a continuing oversight responsibility for all four entities.

The City of Duarte provides an array of services to the public similar to those of other municipal governments. These include police protection, parks and recreation, planning and development, public works, code enforcement, animal control, transit services, and refuse collection. The Housing Authority is responsible for promoting the development of low and moderate-income housing. The function of both Financing Authorities is to facilitate the issuance of debt by both the City and the Housing Authority.

Fund Financial Statements

The fund financial statements can be found on pages 11 and 13 of this report. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. Fund accounting is used to demonstrate compliance with finance related legal requirements. All of the funds of the City of Duarte are governmental funds.

Governmental Funds

Governmental funds are used to account for essentially the same functions reported as “governmental activities” in the government-wide financial statements. Unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on the balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating the City’s near-term financing requirements.

The City maintains twenty-one individual governmental funds. Two of these funds are considered “major” and, according to generally accepted accounting principles, are reported separately in the fund financial statements. The remaining eighteen funds are reported on a consolidated basis.

Because the focus of fund financial statements is narrower than that of the government-wide financial statements, it can be useful to compare the two. Comparisons may give readers a better understanding of the long-term impact of the City’s near-term financial decisions. On pages 12 and 14 of this report, statements are provided reconciling the “Governmental Fund Balance Sheet” and the “Governmental Fund Statement of Revenues, Expenditures, and Changes in Fund Balances” to the government-wide financial statements.

Notes to the Basic Financial Statements

This report includes notes to the basic financial statements. They provide additional information that is important to set a complete understanding of the data contained in the government-wide and fund financial statements. The notes can be found on pages 15 through 48 of the report.

Government-wide Financial Analysis

The government-wide financial analysis focuses on net position and changes in net position for the City's governmental activities. A summary of net position as of June 30, 2024, is as follows:

Net Position

	Governmental Activities	
	2023	2024
Current and other assets	$ 49,183,626	$ 55,350,541
Capital assets	60,331,043	63,227,736
Total assets	$109,514,669	$118,578,277
Deferred Outflows of Resources	$ 9,395,352	$ 8,127,880
Current and other liabilities	$ 2,762,263	$ 4,431,864
Long-term debt outstanding	26,081,283	26,891,799
Total liabilities	$ 28,843,546	$ 31,323,663
Deferred Inflows of Resources	$ 4,463,647	$ 4,266,571
Net assets (liabilities):		
Net Investment in capital assets	$ 57,168,359	$ 59,670,311
Restricted	16,683,037	16,863,221
Unrestricted	11,751,432	14,582,391
Total net position	$ 85,602,828	$ 91,115,923

As discussed earlier in this analysis, net position may serve as an indicator of the City's financial position. At the end of the fiscal year 2024, assets exceeded liabilities by $91,115,923.

The City's primary assets were cash - $46,499,458, land held for resale - $3,620,451 and capital assets - $63,227,736. A significant portion of the City's cash is comprised by reserves and special funds for restricted uses and therefore is unavailable to pay for current general activities. Land held for resale represents the value of properties held by the City for future development purposes. The capital assets figure is the estimated value of all the equipment, land, buildings, and infrastructure owned by the City. It conforms to accounting rules requiring such assets be inventoried, valued, and depreciated.

The City's primary liabilities are its net pension liability - $18,471,427, its net OPEB liability - $3,848,028 and its long-term bonded indebtedness - $4,572,344.

A summary of the changes in the City's net position for the fiscal year ended June 30, 2024, is as follows:

Changes in Net Position

	Governmental Activities 2023	Governmental Activities 2024
Revenues :		
Program revenues :		
Charges for services	$3,314,721	$4,174,366
Operating grants	5,956,844	2,772,223
Capital grants	1,671,746	2,513,353
General revenues:		
Taxes	15,695,783	16,304,534
Use of money and property	667,653	2,302,351
Intergovernmental	2,782,305	2,997,160
Miscellaneous	661,744	374,373
Total revenues	30,750,796	31,438,360
Expenses:		
General government	5,763,754	6,952,817
Safety	6,232,272	7,560,586
Development	3,082,968	4,658,200
Recreation and culture	2,159,749	4,118,923
Transportation	2,684,548	2,554,442
Interest expense	69,369	80,297
Total expenses	19,992,660	25,925,265
Change in net position	10,758,136	5,513,095
Net position - beginning of fiscal year	74,844,692	85,602,828
Net position - end of fiscal year	$85,602,828	$91,115,923

At fiscal year-end, the City's net position had increased by $5,513,095.

City Fund Financial Analysis

The City fund analysis focuses on governmental fund balances and on any restrictions or commitments that limit the availability of fund balances for future use.

As of June 30, 2024, the City's governmental funds had a total ending fund balance of $50,565,222. This amount represents an increase of $4,462,442, or 9.7% as compared to the prior fiscal year fund balance of $46,102,780.

Really all of this increase took place in the General Fund and as discussed earlier, the increase in the General Fund was due to several factors, including property tax revenue increases, higher than expected building permit revenues, increased interest revenue resulting from increased rates and balances and delayed project expenses. Special Revenue Funds represent about $13 million of the City's governmental funds and the changes were so minor that overall the special revenue fund balances only increased by approximately $39,000.

Capital Asset and Debt Administration

Capital Assets

At fiscal year-end, the City had $63.2 million invested in a broad range of capital assets including buildings, parks, streets, sidewalks, traffic signals, sewers, storm drains, curbs and gutters, streetlights, vehicles, medians, leases, subscription-based information technology and other assets. This amount represents an overall increase (including additions, deductions and depreciation) of $2,896,693 as compared to the prior fiscal year. Additional information can be found in Note #6.

Debt Administration

At the end of the fiscal year, the City had both bonded and other long-term debt totaling $4,572,344. A summary of the City's debt activity for the fiscal year ended is as follows:

Outstanding Debt at Fiscal Year-end

	2023	2024	Increase (Decrease)
US Bancorp Infrastructure Lease	$2,276,306	$2,110,556	$ (165,750))
Apple Lease	0	21,605	21,605
CA Energy Comm Loan	48,344	29,439	(18,905)
Leases	321,677	837,038	515,361
Subscriptions	516,357	417,404	(98,953)
Accrued vacation & sick leave	1,087,920	1,156,302	68,382
Total debt	$ 4,250,604	$4,572,344	$ 321,740

Additional information about the City's debt may be found in Note 8 to the basic financial statements.

Economic Factors and Next Year's Budget

The General Fund cash balance ended fiscal year 2023/24 with $33.6 million, which included $4.7 million in funds for special one-time projects, $2 million in funds that are specifically restricted for improvements in the Town Center Specific Plan area, $240,000 for public art, and $356,000 in restricted funds for storm drain, pension, and vehicle replacement expenses.

This is a $4 million increase in General Fund cash balance. As discussed earlier, while revenues did come in higher than projected in some areas, a good portion of the positive change in fund balance is the result of one-time projects being delayed, thus reducing expenditures. However, we know that delayed projects will only cost more in the future, and ongoing expenses continue to increase. The City is constantly working towards balancing operating expenditures with revenues and this fiscal year ended with a balanced sustainable budget.

Requests for Information

These financial statements are designed to provide citizens, taxpayers, customers, investors, and creditors with a general overview of the City's finances and to demonstrate accountability for the money it receives. If there are questions, or a need for more information, please contact the City of Duarte, 1600 Huntington Drive, Duarte, California, 91010, or call (626) 357-7931.

CITY OF DUARTE

STATEMENT OF NET POSITION
JUNE 30, 2024

		Governmental Activities
Assets:		
Cash and investments	$	46,499,458
Receivables:		
Accounts		195,367
Taxes		3,828,377
Notes and loans, net		-
Accrued interest		460,882
Grants		193,904
Leases		317,999
Prepaid costs		7,932
Land held for resale		3,620,451
Restricted assets:		
Cash and investments with fiscal agent		226,171
Capital assets not being depreciated		25,010,792
Capital assets, net of accumulated depreciation/amortization		38,216,944
Total Assets		**118,578,277**
Deferred Outflows of Resources:		
Deferred OPEB related items		1,501,684
Deferred pension related items		6,626,196
Total Deferred Outflows of Resources		**8,127,880**
Liabilities:		
Accounts payable		3,176,847
Accrued liabilities		130,121
Accrued interest		39,111
Unearned revenue		305,186
Retentions payable		141,383
Deposits payable		639,216
Noncurrent liabilities:		
Due within one year		565,695
Due in more than one year		4,006,649
Net OPEB liability		3,848,028
Net pension liability		18,471,427
Total Liabilities		**31,323,663**
Deferred Inflows of Resources:		
Deferred OPEB related items		3,326,722
Deferred pension related items		631,280
Leases receivable		308,569
Total Deferred Inflows of Resources		**4,266,571**
Net Position:		
Net investment in capital assets		59,670,311
Restricted for:		
Development projects		9,927,529
Storm drains		93,704
Transportation		6,304,734
Pensions		226,171
Recreation and cultural		311,083
Unrestricted		14,582,391
Total Net Position	**$**	**91,115,923**

See Accompanying Notes to Financial Statements.

CITY OF DUARTE

STATEMENT OF ACTIVITIES
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

Functions/Programs Primary Government:	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Grants and Contributions	Program Revenues: Capital Grants and Contributions	Net (Expense) Revenue and Change in Net Position, Primary Government: Governmental Activities
Governmental activities:					
General government	$ 6,952,817	$ 371,005	$ 328,034	$ -	$ (6,253,778)
Safety	7,560,586	299,330	380,290	-	(6,880,966)
Development	4,658,200	3,132,538	255,563	1,208,426	(61,673)
Recreation and cultural	4,118,923	371,493	-	95,403	(3,652,027)
Transportation	2,554,442	-	1,808,336	1,209,524	463,418
Interest on long-term debt	80,297	-	-	-	(80,297)
Total Governmental Activities	**25,925,265**	**4,174,366**	**2,772,223**	**2,513,353**	**(16,465,323)**
Total Primary Government	**$ 25,925,265**	**$ 4,174,366**	**$ 2,772,223**	**$ 2,513,353**	**(16,465,323)**

General revenues:	
Taxes:	
Property taxes, levied for general purposes	3,514,843
Transient occupancy tax	735,467
Sales taxes	10,152,501
Franchise taxes	1,519,403
Business license taxes	382,320
Motor vehicle in lieu - unrestricted	2,997,160
Use of money and property	2,302,351
Other	374,373
Total general revenue	**21,978,418**
Change in net position	5,513,095
Net position, beginning of fiscal year	85,602,828
Net position, end of fiscal year	**$ 91,115,923**

See Accompanying Notes to Financial Statements.

CITY OF DUARTE

BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2024

	General	SB1/RMRA Special Revenue	Other Governmental Funds	Total Governmental Funds
Assets:				
Pooled cash and investments	$ 32,315,504	$ 1,214,678	$ 12,969,276	$ 46,499,458
Receivables:				
Accounts	195,367	-	-	195,367
Taxes	2,459,585	102,523	1,266,269	3,828,377
Notes and loans, Net	-	-	-	-
Accrued interest	460,882	-	-	460,882
Grants	56,022	-	137,882	193,904
Leases	317,999	-	-	317,999
Prepaid costs	7,932	-	-	7,932
Due from other funds	613,562	-	-	613,562
Land held for resale	2,738,698	-	881,753	3,620,451
Restricted assets:				
Cash and investments - fiscal agents	226,171	-	-	226,171
Total assets	**$ 39,391,722**	**1,317,201**	**$ 15,255,180**	**$ 55,964,103**
Liabilities:				
Accounts payable	$ 1,793,982	$ 443,773	$ 939,092	$ 3,176,847
Accrued liabilities	127,897	-	2,224	130,121
Unearned revenue	96,493	-	208,693	305,186
Retention payable	-	25,265	116,118	141,383
Deposits payable	609,216	-	30,000	639,216
Due to other funds	-	-	613,562	613,562
Total liabilities	**2,627,588**	**469,038**	**1,909,689**	**5,006,315**
Deferred inflows of resources:				
Unavailable revenues	55,954	-	28,043	83,997
Lease	308,569	-	-	308,569
Total deferred inflows of resources	**364,523**	**-**	**28,043**	**392,566**
Fund balances:				
Nonspendable:				
Prepaid costs	7,932	-	-	7,932
Land held for resale	2,738,698	-	-	2,738,698
Leases receivable	9,430	-	-	9,430
Restricted for:				
Development projects	2,050,236	-	7,877,293	9,927,529
Recreation and culture	-	-	71,383	71,383
Transportation	-	848,163	5,448,902	6,297,065
Storm drains	93,704	-	-	93,704
Pensions	226,171	-	-	226,171
Public art	239,700	-	-	239,700
Committed to:				
Vehicle replacement	35,808	-	-	35,808
Assigned				
Special projects	4,675,630	-	-	4,675,630
Unassigned	26,322,302	-	(80,130)	26,242,172
Total fund balances	**36,399,611**	**848,163**	**13,317,448**	**50,565,222**
Total liabilities, deferred inflows of resources, and fund balances	**$ 39,391,722**	**$ 1,317,201**	**$ 15,255,180**	**$ 55,964,103**

See Accompanying Notes to Financial Statements.

CITY OF DUARTE

RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION JUNE 30, 2024

Fund balances of governmental funds		$ 50,565,222
Amounts reported for governmental activities in the statement of net position are different because:		
Capital assets net of depreciation and right to use assets arising from leasing activities, and right to use assets for subscriptions have not been included as financial resources in the governmental fund activity.		63,227,736
Long-term debt and compensated absences have not been included in the governmental fund activity:		
U.S. Bancorp lease	$ (2,110,556)	
CA Energy Commission loan	(29,439)	
Apple lease	(21,605)	
Lease Liabilities	(837,038)	
Subscription Liabilities	(417,404)	
Compensated absences	(1,156,302)	(4,572,344)
Other post employment related debt applicable to the City governmental activities are not due and payable in the current period and accordingly are not reported as fund liabilities. Deferred outflows of resources and deferred inflows of resources related to OPEB are only reported in the statement of net position as changes to these amounts only effect the government wide statements for governmental activities.		
Deferred outflows of resources	1,501,684	
Deferred inflows of resources	(3,326,722)	
Net OPEB liability	(3,848,028)	(5,673,066)
Accrued interest payable for the current portion of interest due on long-term debt has not been reported in the governmental funds.		(39,111)
Revenues reported as unavailable revenue in the governmental funds and recognized in the statement of activities. These are included in the intergovernmental revenues in the governmental fund activity.		83,997
Governmental funds report all pension contributions as expenditures; however, in the statement of net position, the excess of the total pension liability over the plan fiduciary net position is reported as a net pension liability. Deferred outflows of resources and deferred inflows of resources related to pensions are only reported in the statement of net position as changes to these amounts only effect the government wide statements for governmental activities.		
Net pension liability	(18,471,427)	
Deferred inflows related to pensions	(631,280)	
Deferred outflows related to pensions	6,626,196	(12,476,511)
Net position of governmental activities		**$ 91,115,923**

See Accompanying Notes to Financial Statements.

CITY OF DUARTE

STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	General	SB1/RMRA Special Revenue	Other Governmental Funds	Total Governmental Funds
Revenues:				
Taxes	$ 16,304,535	$ -	$ -	$ 16,304,535
Assessments	-	-	1,016,214	1,016,214
Licenses and permits	2,102,569	-	-	2,102,569
Intergovernmental	3,410,236	588,275	4,256,868	8,255,379
Charges for services	460,389	-	27,920	488,309
Use of money and property	1,768,283	40,382	493,686	2,302,351
Fines and forfeitures	567,274	-	-	567,274
Miscellaneous	351,530	-	22,843	374,373
Total revenues	**24,964,816**	**628,657**	**5,817,531**	**31,411,004**
Expenditures:				
Current:				
General government	6,311,334	-	-	6,311,334
Safety	7,072,767	-	187,960	7,260,727
Development	2,722,613	-	1,521,154	4,243,767
Recreation and cultural	3,325,266	-	-	3,325,266
Transportation	-	-	1,127,249	1,127,249
Capital outlay	1,383,386	519,302	2,948,007	4,850,695
Debt service:				
Principal retirement	289,922	-	186,477	476,399
Interest and fiscal charges	25,854	-	57,019	82,873
Total expenditures	**21,131,142**	**519,302**	**6,027,866**	**27,678,310**
Excess (deficiency) of revenues over (under) expenditures	3,833,674	109,355	(210,335)	3,732,694
Other financing sources (uses):				
Lease and subscription proceeds	669,388	-	60,360	729,748
Transfers in	811,631	-	896,446	1,708,077
Transfers out	(896,446)	(103,860)	(707,771)	(1,708,077)
Total other financing sources (uses)	584,573	(103,860)	249,035	729,748
Net change in fund balances	4,418,247	5,495	38,700	4,462,442
Fund balances, beginning of fiscal year	31,981,364	842,668	13,278,748	46,102,780
Fund balances, end of fiscal year	**$ 36,399,611**	**$ 848,163**	**$ 13,317,448**	**$ 50,565,222**

See Accompanying Notes to Financial Statements.

CITY OF DUARTE

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES FOR THE FISCAL YEAR ENDED JUNE 30, 2024

Net change in fund balances - total governmental funds		$ 4,462,442
Amounts reported for governmental activities in the statement of activities are different because:		
Governmental funds report capital outlays, lease acquisitions, and subscription acquisitions as expenditures. However, in the statement of activities, the costs of those assets are allocated over their estimated useful lives and reported as depreciation and amortization expense. The amount by which depreciation and amortization exceeded capital outlays in the current period:		
Capital outlay	$ 4,850,695	
Construction in progress disposed during the fiscal year	(86,622)	
Amounts not recorded as capital outlays that were capitalized	133,853	
Depreciation and amortization	(2,001,233)	2,896,693
Repayment of bond and loan principal and lease and subscription payments are expenditures in the governmental funds, but the repayment reduce long-term liabilities in the statement of net position.		
Principal repayments		476,399
Accrued interest for long-term liabilities. This is the net change in accrued interest for the current period.		2,576
Compensated absence expenses reported in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds. This is the net change for the current period.		(68,391)
Lease and subscription liabilities are considered to be acquisition of long-term debt and are reported as other financing sources in the governmental funds. In the statement of net position the amounts are reported as liabilities.		(729,748)
Other post employment benefits reported in the governmental funds includes cash payments made into the trust fund and payments on behalf of retirees. In the statement of activities, OPEB expense includes the change in the net OPEB liability, and related change in OPEB amounts for deferred outflows of resources and deferred inflows of resources.		248,146
Revenues reported as unavailable revenue in the governmental funds and recognized in the statement of activities. These are included in the intergovernmental revenues in the governmental activities.		27,356
Pension obligation benefits reported in the governmental funds includes cash payments made in to the trust fund and payments on behalf of retirees. In the statement of activities, pension expenses includes the change in the net pension liability, and the related change in pension amounts for deferred outflows of resources and deferred inflows of resources.		(1,802,378)
Change in net position of governmental activities		**$ 5,513,095**

Note 1: Summary of Significant Accounting Policies

The City of Duarte, California (the City) was incorporated August 22, 1957. The City operates under a Council-Manager form of government. The City's major operations include police, code enforcement, animal control, parks and recreation, planning and development, public works, transit services, refuse collection, and general administrative services.

The basic financial statements of the City have been prepared in conformity with accounting principles generally accepted in the United States of America as applied to governmental agencies. The Governmental Accounting Standards Board (GASB) is the accepted standard setting body for establishing governmental accounting and financial reporting principles. The more significant of the City's accounting policies are described below.

Reporting Entity

The reporting entity, "City of Duarte", is comprised of the various funds of the City of Duarte (City), the Duarte Public Finance Authority (Finance Authority), the Duarte Housing Authority (Housing Authority), and the Duarte Community Facilities Financing Authority (DCFFA). As required by generally accepted accounting principles in the United States of America, these financial statements present the City of Duarte (the primary government) and its component units. The component units discussed below are included in the City's reporting entity because of the significance of their operational or financial relationship with the City. These entities are legally separate from each other. However, the City of Duarte elected officials have a continuing oversight responsibility over the Finance Authority and Housing Authority.

An organization is fiscally dependent on the primary government if it is unable to adopt its budget, levy taxes or set rates or charges, or issue bond debt without approval by the primary government. In a blended presentation, a component unit's balances and transactions are reported in a manner similar to the balances and transactions of the City. Component unites are presented on a blended basis when the component unit's governing body is substantially the same as the City's or the component unit provides services almost entirely to the City.

Blended Component Units

The Duarte Public Financing Authority (the Authority) was organized in 1988 for the specific purpose of facilitating the issuance of debt instruments. It has no separate existence and has acted as a conduit between the issuer (the City) and the underwriters. Separate financial statements of the Public Financing Authority were not prepared.

The Duarte Housing Authority (the Housing Authority) was established pursuant to California Housing Authorities Law (Health and Safety Code Sections 34200 et seq.) on March 22, 2011. The purpose of the Housing Authority is to provide safe and sanitary housing opportunities for Duarte residents. Although the Housing Authority is legally separate, it is reported as if it were part of the City because the City Council also serves as the governing board of the Housing Authority. Separate financial statements of the Housing Authority were not prepared.

Note 1: Summary of Significant Accounting Policies (Continued)

Organizations Other Than Component Units:

Other governmental agencies, such as the County of Los Angeles, the Duarte Unified School District, etc. provide services within the City. However, each of these agencies is governed by an independently elected governing board. Accordingly, their financial information is not included within the scope of this financial report, because the City Council does not have a continuing oversight responsibility over them, nor are their financial operation closely related thereto.

Government-wide and Fund Financial Statements

The City's government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the non-fiduciary activities of the primary government and its component units. All fiduciary activities are reported only in the fund financial statements. The City does not have any business-type activities; therefore, only governmental activities are reported.

These basic financial statements are presented on an "economic resources" measurement focus and the accrual basis of accounting. Accordingly, all of the City's assets and liabilities, including capital assets and long-term liabilities, are included in the accompanying Statement of Net Position. The Statement of Activities present changes in net position. Under the accrual basis of accounting, revenues are recognized in the period in which they are earned while expenses are recognized in the period in which the liability is incurred. Certain types of transactions are reported as program revenues for the City in three categories: (1) charges for services, (2) operating grant and contributions and (3) capital grants and contributions. Certain eliminations have been made as prescribed by GASB Statement No. 34 in regard to interfund activities, payables, and receivables. All internal balances in the Statement of Net Position have been eliminated.

Government-wide and Fund Financial Statements

The City uses funds to report on its financial position and the results of its operations. Fund accounting is designed to demonstrate legal compliance and to aid financial management by segregating transactions related to certain government functions or activities. These statements provide information about the government's funds, including its blended component units. Separate statements for each fund are presented.

The accounts of the City are organized on the basis of funds, each of which is considered a separate accounting entity. The operations of each fund are accounted for with separate self-balancing accounts that comprise its assets, deferred outflows, liabilities, deferred inflows, fund equity, revenues, and expenditures/expenses.

Government resources are allocated to and accounted for in individual funds based upon the purpose for which they are to be spent and the means by which spending activities are controlled. The minimum number of funds is maintained consistent with legal and managerial requirements.

Funds

The City reports the following major governmental funds:

General Fund - The General Fund is the general operating fund of the City which accounts for all or most of the City's general activities and financial resources except those that are required to be accounted for in another fund.

Note 1: Summary of Significant Accounting Policies (Continued)

SB1/RMRA Special Revenue Fund – This fund accounts for the City's share of tax revenues collected by the State of California on the sale of fuel for motor vehicles pursuant to the road repair and accountability act of 2017. The use of these funds is restricted for basic road maintenance, rehabilitation, and critical safety projects on the local streets and roads system.

Additionally, the City reports the following fund types:

Special Revenue Funds – Special Revenue Funds are used to account for the revenues derived from specific revenue sources, which are restricted by law or administrative regulation for specified purposes.

Capital Projects Funds – Capital project funds are used to account for financial resources to be used for the acquisition and construction of capital assets.

Debt Service Funds – Debt Service Funds are used to account for the accumulation of resources for the periodic payment of principal and interest on long-term debt.

Governmental fund financial statements include a Balance Sheet and a Statement of Revenues, Expenditures, and Changes in Fund Balances for all major governmental funds. An accompanying schedule is presented to reconcile and explain the differences in net position as presented in these statements to the net position presented in the government-wide financial statements. The City has presented all major funds that met those qualifications.

All governmental funds are accounted for on a spending or *current financial resources* measurement focus and the modified accrual basis of accounting. Accordingly, only current assets and current liabilities are included on the Balance Sheet. The Statement of Revenues, Expenditures, and Changes in Fund Balance presents increases (revenue and other financing sources) and decreases (expenditures and other financing uses) in net current assets. The Reconciliations of the Fund Financial Statements to the Government-Wide Financial Statements if provided to explain the differences created by the integrated approach of GASB Statement No. 34.

Measurement Focus, Basis of Accounting, and Financial Statement Presentation

The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Non-exchange transactions, in which the City gives (or receives) value without directly receiving (or giving) equal value in exchange, include property taxes, grants, entitlements, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year for which the taxes are levied. Revenue from grants, entitlements, and donations is recognized in the fiscal year for which all eligibility requirements have been satisfied.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures are recorded when a liability is incurred, except for principal and interest on long-term liabilities, claims and judgments, and employee leave benefits, which are recognized as expenditures when they are due and payable.

Note 1: Summary of Significant Accounting Policies (Continued)

Property taxes, franchise taxes, licenses, intergovernmental revenue, charges for services, and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period. All other revenue items are considered to be measurable and available only when cash is received by the government. Amounts reported as program revenues include 1) charges to members, customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments. Internally dedicated resources are reported as general revenues rather than as program revenues. Likewise, general revenues include all taxes. When both restricted and unrestricted resources are available for use, it is the City's policy to use restricted resources first, and then use unrestricted resources as needed.

Assets, Deferred Outflows, Liabilities, Deferred Inflows, and Net Position or Equity

Cash and Cash Equivalents

The City has defined cash and cash equivalents to include cash on hand, demand deposits, as well as cash with fiscal agents. Additionally, each fund's equity in the City's investment pool is treated as a cash equivalent because the funds can deposit or effectively withdraw cash at any time without prior notice or penalty.

Investments

Investments are stated at fair value, (generally quoted market prices). The City's policy is to hold investments until maturity or until market values equal or exceed cost.

Prepaid Items

Certain payments to vendors reflect costs applicable to future accounting periods and are recorded as prepaid items in both government-wide and fund financial statements.

Land Held for Resale

Land Held for Resale is an inventory of land purchased, which will be sold. The land is recorded at the lower of the acquisition cost or market.

Leases Receivable

The City's lease receivables are measured at the present value of payments expected to be received during the lease term. Under the lease agreements, the City receives variable lease payments as each lease has an annual increase in payment of 1% to 4%. See Note #5.

Capital Assets

Capital assets, which include land, intangible assets (e.g., easements and rights of way), buildings, improvements, equipment, and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the government-wide financial statements. Capital assets are defined by the City as assets with a purchase cost of over $5,000 and have a useful life of two years or more. Assets are recorded at actual historical cost or estimated historical cost. Donated capital assets are recorded at fair value at the date of donation. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Note 1: Summary of Significant Accounting Policies (Continued)

Capital assets of the primary government are depreciated using the straight-line method over the following estimated useful lives:

Buildings	60 years
Sewer System	60 years
Machinery & Equipment	5 – 35 years
Improvements	10 – 20 years
Other infrastructure	10 – 50 years

GASB Statement No. 34 requires the City to report and depreciate new infrastructure assets. Infrastructure assets include roads, bridges, underground pipe (other than related to utilities), traffic signals, etc. These infrastructure assets are the largest asset class of the City.

Right to use assets

The City has recorded right to use lease assets as a result of implementing Governmental Accounting Standards Board Statement (GASB) Number 87 "*Leases*" and GASB Statement Number 96 "*Subscription-Based Information Technology Arrangemen*ts" (SBITAs). The right to use assets are initially measured at an amount equal to the initial measurement of the related lease or subscription liability plus any lease or subscription payments made prior to the lease or subscription term, less lease or subscription incentives, and plus ancillary charges necessary to place the lease or subscription asset into service. The right to use assets are amortized on a straight-line basis over the life of the related lease or subscription asset.

Deferred Inflows and Outflows of Resources

In addition to assets, the Statement of Financial Position and Governmental Fund Balance Sheet will sometimes report a separate section for deferred outflows of resources. Deferred outflows of resources represent a consumption of net assets that applies to a future period(s) and so will not be recognized as an outflow of resources (expense/expenditure) until then. The government has two items that qualify for reporting in this category. They are deferred outflows relating to the net pension obligation, and the net OPEB obligation reported in the government-wide statement of net position. These outflows are the results of contributions made after the measurement period, which are expensed in the following fiscal year, of adjustments due to difference in proportions which are deferred and amortized over the expected average remaining service lifetime, and the difference between the amortization on a straight-line basis of the deferred inflows related to leases over the lifetime of the lease agreement versus the payment schedule.

In addition to liabilities, the Statement of Financial Position and Governmental Fund Balance Sheet will sometimes reports separate section for deferred inflows of resources. The separate financial statement element, deferred inflows of resources, represents an acquisition of net assets that applies to a future period(s) and so will not be recognized as an inflow of resources (revenue) until that time. The government has two items that qualify for reporting in this category. Deferred inflows related to leases represent the difference between the actual payments received on the lease each fiscal year and the straight-line amortization over the lifetime of the lease. The deferred inflows of unavailable revenues arises only under a modified accrual basis of accounting. Accordingly, the item, unavailable revenue, is reported in the governmental funds balance sheet. The governmental funds report unavailable revenues from two sources: sales taxes and grant revenues. These amounts are deferred and recognized as an inflow of resources in the period that amounts become available. In addition, the government has two items that qualify for reporting in this category which are deferred inflows in relation to the net pension obligation and the net OPEB obligation reported in the government-wide statements of net position. These inflows are the results of the

Note 1: Summary of Significant Accounting Policies (Continued)

net difference between projected and actual earnings on pension plan investments, difference between actual contributions and plan's share of contributions, and adjustment due to differences in proportions. These amounts are deferred and amortized over the expected remaining service life.

Property Tax Revenues

In general, property taxes in California are levied in accordance with Article 13B of the State Constitution at 1% of county-wide assessed valuations. This one percent is allocated pursuant to State law to the appropriate units of local government, including the City.

Property taxes are levied during July of each fiscal year and are due on November 1 and February 1. Property taxes become delinquent after December 10 and April 10 for the first and second installments, respectively. The lien date is January 1. The City accrues property tax received within 60 days after fiscal year- end in the fund financial statements.

Net Position Flow Assumption

Sometimes the government will fund outlays for a particular purpose from both restricted (e.g. restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the Government-Wide financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

Fund Balance Flow Assumptions

Sometimes the government will fund outlays for a particular purpose from both restricted and unrestricted sources (the total of committed, assigned, and unassigned fund balance). In order to calculate the amounts to report as restricted, committed, assigned, and unassigned fund balance in the Governmental Fund financial statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the government's policy to consider restricted fund balance to have been depleted before using any of the components of unrestricted fund balance. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Pension Plan

For purposes of measuring the net pension liability, deferred outflows and inflows of resources related to pensions, and pension expense, information about the fiduciary net position and additions to/deductions from the fiduciary net position have been determined on the same basis as they are reported by the CalPERS' Financial Office. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value. CalPERS' audited financial statements are publicly available reports that can be obtained at CalPERS' website under Forms and Publications.

Note 1: Summary of Significant Accounting Policies (Continued)

Other Postemployement Benefits (OPEB)

For purposes of measuring the net OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the City's plan (OPEB Plan) and additions to/deductions from the OPEB Plan's fiduciary net position have been determined on the same basis. For this purpose, benefit payments are recognized when currently due and payable in accordance with the benefit terms. Investments are reported at fair value.

Compensated Absences

The City accrues accumulated unpaid vacation, sick leave, and associated employee-related costs when earned (or estimated to be earned) by the employee. The amount estimated to be used in subsequent fiscal years for governmental funds is maintained separately and represents a reconciling item between the fund and government-wide presentations.

Interfund Activities

Interfund activity is reported as loans, services provided, reimbursements, or transfers. Loans are reported as interfund receivables and payables as appropriate and are subject to elimination upon consolidation. Services provided, deemed to be at market or near market rates, are treated as revenues and expenditures/expenses. Reimbursements are when one fund incurs a cost, charges the appropriate benefiting fund and reduces its related cost as reimbursement. All other interfund transactions are treated as transfers.

Net Position and Fund Balances

In the government-wide financial statements, net position is classified in the following categories:

Net Investment in Capital Assets: This component of net position consists of capital assets, net of accumulated depreciation and reduced by the outstanding balances of any bonds, notes or other borrowings that are attributable to the acquisition, construction, or improvement of those assets.

Restricted Net Position: This component of net position represents external restrictions imposed by creditors, grantors, contributors, or laws or regulations of other governments and restrictions imposed by law through constitutional provisions or enabling legislation.

Unrestricted Net Position: This component of net position represents the net position that does not meet the definition of "restricted" or "net investment in capital assets."

In the fund financial statements, governmental funds are classified in the following categories:

Nonspendable Fund Balance – includes amounts that are (a) not in spendable form, or (b) legally or contractually required to be maintained intact. The "not in spendable form" criterion includes items that are not expected to be converted to cash, for example: inventories, prepaid amounts, the portion of the lease receivable in excess of the deferred inflow of resources for the lease receivable, and long-term notes receivable.

Note 1: Summary of Significant Accounting Policies (Continued)

Restricted Fund Balance – includes amounts that are restricted for specific purposes stipulated by external resources providers, constitutionally or through enabling legislation. Restrictions may effectively be changed or lifted only with the consent of resource providers.

Committed Fund Balance – includes amounts that can only be used for the specific purposes determined by a formal action of the City's highest level of decision-making authority, the City Council. Commitments may be changed or lifted only by the City taking the same formal action that imposed the constraint originally (for example: resolution).

Assigned Fund Balance – includes amounts intended to be used by the City for specific purposes that are neither restricted nor committed. Intent is expressed by (a) City Council or (b) a body (a budget, finance committee, or management (City Wide Leadership team, which consists of City Manager and Executive Department Heads)) to which the assigned amounts are to be used for specific purposes. Assigned amounts also include all residual amounts in governmental funds (except negative amounts) other than the General Fund that are not classified as nonspendable, restricted, or committed.

Unassigned Fund Balance – the residual classification for the General Fund and includes all amounts not contained in the other classifications. Governmental funds report residual negative balances as unassigned fund balance.

Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, revenues, and expenses. Actual results could differ from those estimates.

Deficit Fund Balances or Net Position

The following funds have a deficit fund balance at June 30, 2024:

Nonmajor Fund - Park Development Special Revenue Fund	$ 80,130

The City expects to eliminate these deficits with anticipated future revenues from grants, deferred payments, and reimbursements.

Budgets

The following fund exceeded appropriations at the fund level and by amount of excess:

Air Quality Management Distribution Special Revenue Fund	$ 52,585

Note 1: Summary of Significant Accounting Policies (Continued)

Future Accounting Pronouncements

GASB Statements listed below will be implemented in future financial statements.

The provisions of Statement Number 101 "*Compensated Absences*" are effective for fiscal years beginning after December 15, 2023.

The provisions of Statement Number 102 "*Certain risk Disclosures*" are effective for fiscal years beginning after December 15, 2024.

The provisions of Statement Number 103 "*Financial Reporting Model Improvements*" are effective for fiscal years beginning after June 15, 2025.

The provisions of Statement Number 104 "*Disclosure of Certain Capital Assets*" are effective for fiscal years beginning after June 15, 2025.

Note 2: Cash and Investments

Cash and Investments

Cash and investments as of June 30, 2024, are classified in the accompanying financial statements as follows:

Statement of Net Position:		
Cash on hand	$	3,025
Demand deposits		5,801,157
Investments		40,695,276
Restricted:		
Cash and investments with fiscal agents		226,171
Total cash and investments Governmental Activities	$	46,725,629

Deposits

At June 30, 2024, the carrying amount of the City's deposits was $5,801,157 and the bank balance was $6,037,536. The difference represents the outstanding checks and outstanding deposits.

The California Government Code requires California banks and savings and loans associations to secure the City's deposits by pledging government securities with a fair value of 110% of the City's deposits. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes have a fair value of 150% of the City's total deposits. The City Treasurer may waive the collateral requirement for deposits which are fully insured up to $250,000 by the FDIC. The collateral for deposits in federal and state-chartered banks is held in safekeeping by an authorized Agent of Depository recognized by the State of California Department of Banking. The collateral of deposits with savings and loan associations is generally held in safekeeping by the Federal Home Loan Bank in San Francisco, California as an Agent of Depository. These securities are physically held in an undivided pool for all California public agency depositors. Under Government Code Section 53655, the placement of securities by a bank

Note 2: Cash and Investments (Continued)

Deposits (Continued)

or savings and loan association with an "Agent of Depository" has the effect of perfecting the security interest in the name of the local governmental agency. Accordingly, all collateral held by California Agents of Depository are considered to be held or, and in the name of, the local government agency.

Investments

Investments Authorized by the California Government Code and the City's Investment Policy

The City's Investment Policy is reviewed and adopted by the City Council each fiscal year. The investment policy does not address investment of debt proceeds held by a bond trustee. Investments of debt proceeds held by a bond trustee are governed by provisions of the debt agreements, rather than the general provisions of the California Government Code or the City's investment policy. There are no investments held by a bond trustee as of June 30, 2024. The table below identifies the allowable investment types authorized by the California Government Code and the City's adopted Investment Policy (the "Investment Policy"). The table also identifies certain restrictions related to interest rate risk and concentration of credit risk. The Investment Policy restricts the Treasurer to invest in only the types of investments listed herein, which is more restrictive than the Government Code.

Investment Types Authorized Investment By State Law	Authorized by Investment Policy	Maximum Maturity		Maximum Percentages of Portfolio		Maximum Investment	
		CGC	City	CGC	City	CGC	City
California State Bonds	Yes	5 years	5 years	None	None	None	None
Federal Agency and U.S-Government Sponsored Enterprise Obligations	Yes	5 years	5 years	None	None	None	None
U.S. Treasury Securities	Yes	5 years	5 years	None	None	None	None
Certificates of Deposit	Yes	5 years	5 years	30%	30%	None	None
Time Deposits	Yes	5 years	5 years	None	None	None	None
Local Agency Investment Fund (LAIF)	Yes	N/A	N/A	None	None	$ 75 million	$ 75 million

Information about the sensitivity of the fair values of the City's restricted money market investments to market interest rate fluctuations is provided by the following table that shows the distribution of the City's investments by maturity:

Investment Type	Remaining Maturity (in months) 6 Months or Less
Restricted Cash with fiscal agents:	
U.S. Bank Money Market Mutual Fund	$ 226,171

Note 2: Cash and Investments (Continued)

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The City's LAIF investment of $40,695,276 does not have a rating provided by a nationally recognized statistical rating organization. The City's restricted cash of $226,171 held in U.S. Bank Money Market Mutual Fund does not have a rating by a nationally recognized statistical rating organization.

Concentration of Credit Risk

The entire investment balance of the City is invested in the LAIF external investment pool.

Custodial Credit Risk

Custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party. The California Government Code and the City's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision to deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit). The fair value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure City deposits by pledging first trust deed mortgage notes having a fair value of 150% of the secured public deposits.

As of June 30, 2024, $6,037,536 of the City's deposits with financial institutions in excess of federal depository insurance limits was held in collateralized accounts.

Fair Value Measurements

Investments are stated as fair value and are valued on a yearly basis. The City categorizes its fair value measurement within the fair value hierarchy established by generally accepted accounting principles. Securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities. Securities classified in Level 2 of the fair value hierarchy are valued using other observable inputs such as matrix pricing techniques or based on quoted prices for assets in markets that are not active. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices. Level 3 are valued using the income approach such as discounted cash flow techniques. Investment in an external government pool is not subject to reporting within the level hierarchy. The entire balance of investments is in an external government pool. Please see additional information in "Investment in State Investment Pool".

Note 2: Cash and Investments (Continued)

Investment in State Investment Pool

The City is a voluntary participant in the Local Agency Investment Fund (LAIF) that is regulated by the California Government Code under the oversight of the Treasurer of the State of California. The fair value of the City's investment in this pool is reported in the accompanying financial statements at amounts based upon the City's pro rata share of the fair value provided by LAIF for the entire LAIF portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF, which are recorded on an amortized cost basis. The City's LAIF balance at June 30, 2024, was $40,695,276 which reflected an unrealized loss of $150,473 for the current fiscal year.

The total amount invested by all public agencies in LAIF as of June 30, 2024, was $21.9 billion. LAIF is part of the California Pooled Money Investment Account (PMIA), which at June 30, 2024, has a balance of $178 billion (56.92% was invested in government securities). The average maturity of PMIA investments was 217 days as of June 30, 2024.

Note 3: Interfund Receivables, Payables, and Transfers

The composition of interfund balances as of June 30, 2024, is as follows:

Due to/Due from other funds:

	Due From Other Funds	Due To Other Funds
Major Funds:		
General	$ 613,562	-
Nonmajor Special Revenue Funds:		
Community Development Block Grant	-	7,066
Park Development Grant	-	79,494
Nonmajor Capital Project Fund:		
Community Improvement	-	527,002
Total	$ 613,562	$ 613,562

The purpose of Due to/Due from is to eliminate negative cash balances at fiscal year-end in various funds. These will be eliminated as additional funds are received or the general fund transfers funds to cover the shortfalls.

Note 3: Interfund Receivables, Payables, and Transfers (Continued)

Transfers In/Transfers Out:

	(Transfers Out)			
Transfers In	General Fund	SB1/RMRA Fund	Nonmajor Funds	Total
General Fund	$ -	$ 103,860	$ 707,771	$ 811,631
Nonmajor Funds	896,446	-	-	896,446
Total	$ 896,446	$ 103,860	$ 707,771	$ 1,708,077

Transfers Out in the amount of $896,446 were made out of the General Fund into the Lighting and Landscaping Fund ($672,427) for capital and administrative costs, into the Air Quality Management Fund ($3,182) to pay for leased car maintenance costs, and the Infrastructure Debt Service fund ($220,837) for debt payment costs. Transfers In in the amount of $811,631 were made to reimburse the General Fund for expenditures paid on behalf of the State Gasoline Tax Fund ($89,961), Lighting and Landscape Fund ($343,200), Measure M Fund ($94,024), Proposition A Transit Fund ($60,000), the Proposition C Transit Fund ($45,000), Measure R LR Transit Fund ($75,586), and the SB1/RMRA Fund ($103,860).

Note 4: Notes Receivable

Notes and loans receivable as of June 30, 2024, are comprised of the following:

Affordable Housing

As part of development agreements with certain builders and in order to assist those individuals and families who are the most in need, the Housing Authority of the City of Duarte provides loans to low-and-moderate-income level residents for the acquisition and rehabilitation of residences. As a part of the agreement, the Housing Authority accepted second trust deeds from eligible buyers so that the buyers could purchase the property. The second trust deeds are cancelable after 25 years should the buyers remain in the property. If the property is sold, the Housing Authority recovers its second trust deed and interest to be calculated within certain limits. Since the amount, if any, the Housing Authority will receive is unknown, the City has recorded an allowance for doubtful accounts for the full amount of the receivables. The City will record income if the property is sold. The City has $15,000 of these loans outstanding at June 30, 2024.

As part of the Estoppel Certificate, Consent & Agreement, a note was established on December 4, 2013, between the City, Southern California Presbyterian Homes, and Andres Duarte Terrace II. L.P. for the development of a 43-unit affordable housing project located within the City. The note will not be repaid for 56 years. The City recorded an allowance for doubtful accounts of $1,200,000 due to the large number of years until the balloon payment on the note is due.

The balance of all notes and loans receivable at June 30, 2024, is $1,215,000 with an allowance for doubtful accounts of $1,215,000 for net notes and loans receivable of $0 as of June 30, 2024.

Note 5: Leases Receivable

The City has 6 cell tower lease agreements in place as of June 30, 2024. Revenue recognition is in accordance with GASB Statement No. 87. Summarized information for each lease is as follows:

SBA - Buena Vista Lease

In October 2018, the City entered into a lease with Nextel to allow a portion of their property to be utilized for a cellular tower. The original lease term was for 5 years and includes five additional optional 5-year terms. When the 3rd option was exercised the City received a $10,000 one-time payment. During the fiscal year ended June 30, 2024, the City entered into an amendment for this lease which grants additional option years. Under the new agreement and if all options are exercised then the lease will end in September 2053. The options to extend are exercised unless written notification of cancellation occurs within 90 days prior to the expiration of the existing term. Initial rent payments were $700 a month, increasing by 4% each October under the terms of the lease. Payments received during the fiscal year were $1,794 from July 2023 through September 2023, $2,030 for the month of October 23, and $2,200 from November 2023 through June 2024. The current 5-year term will expire in September 2028.

SBA - Otis Gordon Lease

In December 2004, the City entered into a lease with Nextel to allow a portion of their property to be utilized for a cellular tower. The original lease term was for 5 years and includes three additional optional 5-year terms. If the third option is exercised, the lease would end in November 2024. The options to extend are exercised unless written notification of cancellation occurs within 90 days prior to the expiration of the existing term. Initial rent payments were $1,900 a month, increasing by 4% each December under the terms of the lease. Payments received during the fiscal year were $3,849 from July 2023 through October 2023, $3,962 for the month of November 23, and $4,003 from December 2023 through June 2024. The lease will expire in November 2024.

Verizon Wireless - Starcrest Lease

In October 2008, the City entered into a lease with Verizon to allow a portion of their property to be utilized for a cellular tower commencing in March 2009. The original lease term was for 5 years and includes three additional optional 5-year terms. The third option was exercised in February 2024. The options to extend are exercised unless written notification of cancellation occurs within 90 days prior to the expiration of the existing term. Initial rent payments were $1,200 a month, increasing 4% each March under the terms of the lease. Payments received during the fiscal year were $2,641 from July 2023 through February 2024 and $2,746 from March 2024 through June 2024. The current 5-year term will expire in February 2029.

Verizon Wireless – Royal Oaks Lease

In April 2019, the City entered into a lease with Verizon to allow a portion of their property to be utilized for a cellular tower commencing in November 2019. The original lease term was for 5 years and includes four additional optional 5-year terms. If the fourth option is exercised, the lease would end in October 2044. The options to extend are exercised unless written notification of cancelation occurs within 90 days prior to the expiration of the existing term. Initial rent payments were $1,750 a month, increasing 1% each November under the terms of the lease. Payments received during the fiscal year were $1,803 from July 2023 through October 2023 and $1,821 from November 2023 through June 2024. The current 5-year term will expire in November 2024.

Note 5: Leases Receivable (Continued)

AT&T Tower Lease

In February 2010, the City entered into a lease with AT&T to allow a portion of their property to be utilized for a cellular tower commencing in March 2010. The original lease term was for 5 years and includes three additional optional 5-year terms. If the third option is exercised, the lease would end in February 2030. The options to extend are exercised unless written notification of cancellation occurs within 90 days prior to the expiration of the existing term. Initial rent payments were $1,200 a month and the City was prepaid $57,600 at the start of the lease. The monthly rent increased by 3% in the thirty-third month of the initial lease and annually thereafter each December. Payments received during the fiscal year were $1,661 from July 2023 through November 2023 and $1,711 from December 2023 through June 2024. The current 5-year term will expire in February 2025.

T-Mobile Tower Lease

In February 2010, the City entered into a lease with AT&T to allow a portion of their property to be utilized for a cellular tower commencing in March 2010. The original lease term was for 5 years and includes three additional optional 5-year terms. If the third option is exercised, the lease would end in March 2030. The options to extend are exercised unless written notification of cancellation occurs within 90 days prior to the expiration of the existing term. Initial rent payments were $1,200 and the monthly rent increases by 3% each March. Payments received during the fiscal year were $1,711 from July 2023 through February 2024, $1,714 for March 2024, and $1,762 from April 2024 through June 2024. The current 5-year term will expire in February 2025.

CITY OF DUARTE

NOTES TO THE BASIC FINANCIAL STATEMENTS
JUNE 30, 2024

Note 6: Capital Assets

A summary of changes in capital asset activity for the fiscal year ended June 30, 2024, is as follows:

	Balance July 1, 2023	Increases	Decreases	Transfers	Balance June 30, 2024
Governmental activities:					
Capital assets, not being depreciated:					
Land	$ 21,737,333	$ -	$ -	$ -	$ 21,737,333
Construction in progress	1,700,132	3,934,198	86,622	2,274,249	3,273,459
Total capital assets, not being depreciated	23,437,465	3,934,198	86,622	2,274,249	25,010,792
Capital assets, being depreciated:					
Structures and improvements	11,416,635	-	-	688,899	12,105,534
Machinery and equipment	3,167,391	371,652	469,906	90,950	3,160,087
Infrastructure	64,417,535	32,856	14,865,003	1,494,400	51,079,788
Total capital assets, being depreciated	79,001,561	404,508	15,334,909	2,274,249	66,345,409
Less accumulated depreciation:					
Structures and improvements	4,439,722	201,759	-	-	4,641,481
Machinery and equipment	1,441,649	180,553	385,949	-	1,236,253
Infrastructure	37,143,095	1,323,591	14,865,003	-	23,601,683
Total accumulated depreciation	43,024,466	1,705,903	15,250,952	-	29,479,417
Total capital assets, being depreciated, net	35,977,095	(1,301,395)	83,957	2,274,249	36,865,992
Lease Assets					
Machinery and equipment	104,368	-	24,199	-	80,169
Vehicles	442,646	240,027	28,784	-	653,889
Building	-	489,652	-	-	489,652
Total lease assets, being amortized	547,014	729,679	52,983	-	1,223,710
Less accumulated amortization:					
Machinery and equipment	56,813	27,736	24,199	-	60,350
Vehicles	139,411	129,199	4,318	-	264,292
Building	-	-	-	-	-
Total accumulated amortization	196,224	156,935	28,517	-	324,642
Total lease assets, being amortized, net	350,790	572,744	24,466	-	899,068
Subscription-Based Information Technology Arrangements					
Subscription-Based Information Technology Arrangements	630,513	24,586	-	-	655,099
Less accumulated amortization:	64,820	138,395	-	-	203,215
Total Subscription-Based Information Technology Arrangements being amortized, net	565,693	(113,809)	-	-	451,884
Governmental activities capital assets, net	$ 60,331,043	$ 3,091,738	$ 195,045	$ 4,548,498	$ 63,227,736

Depreciation and amortization expense was charged to functions of the primary government as follows:

Governmental activities:	
General government	$ 322,790
Safety	16,283
Development	26,585
Recreation and culture	325,666
Transportation	1,309,909
Total	$ 2,001,233

Note 6: Capital Assets (Continued)

Right to Use Leased Assets

The City has recorded 22 leased cars, 1 leased building, 1 leased parking lot, and 2 leased office equipment right to use assets. The related leases are discussed in the long-term liabilities Note 8. The right to use leased assets are amortized on a straight-line basis over the terms of the related leases.

Note 7: Deferred Inflows/Outflows of Resources

Unavailable revenues are deferred in accordance with GASB Statements No. 23 and No. 65. The City has unavailable revenues of intergovernmental receivables. The balance of unavailable revenues reported as deferred inflows of resources at June 30, 2024, was $83,997. The balance of lease receivables reported as deferred inflows of resources at June 30, 2024, was $308,569. This represents the amount of lease revenue deferred related to the receivable which is amortized on a straight-line basis for the life of the lease. For information about deferred inflows and outflows related to pensions, see Note 11. For information about deferred inflows and outflows related to OPEB, see Note 12.

Note 8: Long-Term Liabilities

The following is a summary of changes in long-term liabilities for the fiscal year ended June 30, 2024:

	Balance July 1, 2023	Additions	Deletions	Balance June 30, 2024	Due Within One Year
Governmental Activities					
U.S. Bancorp Infrastructure Lease	$ 2,276,306	$ -	$ 165,750	$ 2,110,556	$ 169,762
Apple Lease	-	45,092	23,487	21,605	21,605
CA Energy Commission Loan	48,344	-	18,905	29,439	19,480
Total direct placement and direct borrowings	2,324,650	45,092	208,142	2,161,600	210,847
Enterprise Leases	273,893	170,427	117,106	327,214	115,576
Canon Lease	38,143	-	18,190	19,953	18,409
Public Safety Office Lease	-	489,652	-	489,652	40,395
Edison Parking Lot Lease	6,831	-	6,831	-	-
Mail Meter Lease	2,810	-	2,591	219	219
Subscriptions	516,357	24,586	123,539	417,404	133,997
Compensated Absences	1,087,920	545,621	477,239	1,156,302	46,252
Total Long term debt	$ 4,250,604	$ 1,275,378	$ 953,638	$ 4,572,344	$ 565,695

Debt service payments for direct placement and direct borrowings come due as follows:

U.S. Bancorp Infrastructure Lease

The City of Duarte entered into a lease/purchase agreement with U.S. Bancorp Government Leasing and Finance, Inc. on September 27, 2019, to fund a project to upgrade lighting systems, HVAC system installation, control upgrades, and to install a Solar PV system in various City buildings and structures for

Note 8: Long-Term Liabilities (Continued)

$2,750,427. The City pledged as collateral property consisting of the Duarte Civic Center Complex and a Senior Citizens/Community Center. The Civic Center consists of the City Hall, the Community Center, the Fitness Center, two swimming pools and a pool service building, totaling 28,600 square feet. The Senior Center is also located at the Civic Center Complex, and contains approximately 12,000 square feet, with multi-purpose rooms for classes meetings, recreational uses, and meals, and office space for on-site staff, and storage area. Lease payments are to be unconditional. In the event of a default, the City must provide the leased property back to the U.S. Bancorp or continue to make the lease payments until the property is provided to U.S. Bancorp. The lease matures on September 27, 2034, and bears interest at 2.95% per annum. Interest and principal are due annually every September 27. The liability as of June 30, 2024, is $2,110,556.

Fiscal year ending June 30,	U.S. Bankcorp Infrastructure Lease Principal	Interest
2025	$ 169,762	$ 51,075
2026	173,870	46,967
2027	178,078	42,759
2028	182,387	38,450
2029	186,801	34,036
2030 - 2034	1,004,039	100,146
2035	215,619	5,218
Totals	$ 2,110,556	$ 318,651

Apple Lease

The City entered into a purchase agreement in March 2024 to acquire 25 apple computers for $45,092. The interest rate on the loan is 8.36%. The City will pay two payments of $23,487 with the first payment being due upon delivery of the equipment and the second payment being due in March 2025. The liability as of June 30, 2024 is $21,605.

Fiscal year ending June 30,	Apple Lease Principal	Interest
2025	$ 21,605	$ 1,882
Totals	$ 21,605	$ 1,882

CA Energy Commission Loan

The State of California Energy Resources Conservation and Development Commission issued a loan to the City for an Energy Efficiency project to be completed in July 2011. The Loan was issued in October 2011 in the amount of $218,847. The liability as of June 30, 2024, is $29,439. The loan matures on December 22, 2025, and bear interest at 3% per annum. Principal and Interest on the loan is payable semi-annually every December and June.

Note 8: Long-Term Liabilities (Continued)

Fiscal year ending June 30,	CA Energy Commission Loan Principal	CA Energy Commission Loan Interest
2025	$ 19,480	$ 739
2026	9,959	150
Totals	$ 29,439	$ 889

Enterprise Leases

On February 27, 2020, the City entered into a master lease agreement with Enterprise Fleet Management to replace all of the City's vehicles. The City intends to replace the vehicles on a rolling basis on a 5-year schedule. Each fiscal year the City will trade in their owned vehicles as part of signing a lease for a new replacement vehicle. During the fiscal year 2020-2021 the City entered into 12 such lease agreements. During the fiscal year 2021-2022 the City entered into 1 such lease agreement. During the fiscal year 2022-2023 the City entered into 3 such lease agreements. During the fiscal year 2023-2024 the City entered into 7 such lease agreements and ended one lease agreement entered into in prior fiscal years. Additional leases are expected over the next few fiscal years as per the City's replacement plan. The vehicles are leased for 5-years and then will be traded in for new replacement vehicles. The interest rate on these leases range from 0.27% to 4.77%. The first payment is due upon delivery for each vehicle and payments continue for a total of 60 months. Monthly payments range from $170 to $1,013 on a per vehicle basis. The debt matures as follows:

Fiscal year ending June 30,	Enterprise Leases Principal	Enterprise Leases Interest
2025	$ 115,576	$ 8,917
2026	86,880	6,364
2027	61,680	3,911
2028	53,220	1,688
2029	9,858	862
Totals	$ 327,214	$ 21,742

Canon Lease

On August 9, 2021, the City entered into a lease with Canon Solutions America, Inc. to lease a copy machine. The lease payments are $1,545 a month for 48 months with an interest rate of 1.20%. The debt matures as follows:

Note 8: Long-Term Liabilities (Continued)

Fiscal year ending June 30,	Canon Lease Principal	Canon Lease Interest
2025	$ 18,409	$ 138
2026	1,544	2
Totals	$ 19,953	$ 140

Edison Parking Lot Lease

The City has entered into several leases with Southern California Edison in 2006, 2011, 2016, and the latest lease on May 1, 2019 for land associated with a parking lot located at 1220 Highland Avenue. The term is for 5-years with the lease expiring on April 30, 2024. The quarterly rent is due on the 1st day of each quarter and begins at $2,048 increases to $2,305 for the final year of the lease. The City paid three payments of $2,109 for the beginning of the fiscal year and $2,173 for the last quarter of the fiscal year. The interest rate is 3%. The City paid $6,831 in principal during the fiscal year. While the lease was renewed in May 2024 the lease can be canceled by either party and no longer meets the accounting requirements to be reported as long term debt.

Mail Meter Lease

On August 30, 2018, the City entered into a lease agreement with MailFinance to lease a postage meter commencing on May 22, 2019, for 63 months for a monthly payment of $220. The lease matures on August 21, 2024. The interest rate is 3%. The debt matures as follows:

Fiscal year ending June 30,	Mail Meter Lease Principal	Mail Meter Lease Interest
2025	$ 219	$ 1
Totals	$ 219	$ 1

Public Safety Office Lease

The City entered into a lease agreement in April of 2024 for the use of office space for the Public Safety department from July 1, 2024 through June 30, 2034. The monthly base rent from July 1, 2024 through June 30, 2029 shall be $10,076. The City received a base rent credit of $5,000 for the twelve months from July 2024 through June 2025. The lease auto renews on July 1, 2029 with a rent increase of 12% with rental payments remaining flat for the remaining five years. Either party shall have the right to terminate the lease at any time by providing twelve months prior written notice, provided, however, that said twelve month notice may not be given any earlier than June 30, 2028 with the effective date of said early termination to be no earlier than June 30, 2029. The debt matures as follows:

Note 8: Long-Term Liabilities (Continued)

Fiscal year ending	Public Safety Office	
June 30,	Principal	Interest
2025	$ 40,395	$ 19,605
2026	105,418	16,694
2027	109,888	12,224
2028	114,547	7,565
2029	119,404	2,708
Totals	$ 489,652	$ 58,796

Subscription-Based Information Technology Arrangements

The City has entered into subscription-based information technology arrangemnets (SBITAs) involving:

Productivity tools designed to facilitate collaboration and communication within the City.

Website hosting.

Software utilized to identify persons involved in emergency incidents.

Public works permit software.

Building permit software.

Code enforcement and animal control software.

City Council meeting streaming software.

Online aerial maps.

Online bidding management software.

Accounting systems software.

The software arrangements mature as follows:

Fiscal year ending	Subscriptions	
June 30,	Principal	Interest
2025	$ 133,997	$ 13,209
2026	132,893	8,112
2027	150,514	3,150
Totals	$ 417,404	$ 24,471

Note 8: Long-Term Liabilities (Continued)

Compensated Absences

The City accrues accumulated unpaid vacation, sick leave, and associated employee-related costs when earned (or estimated to be earned) by the employee as described in Note 1. The City at June 30, 2024, had an outstanding accrued balance of unpaid vacation, sick leave, and associated employee related costs of $1,156,302 that will be liquidated from various funding sources in future years.

Note 9: Liability, Worker's Compensation, and Purchased Insurance

Description of Self-Insurance Pool Pursuant to Joint Powers Agreement

The City of Duarte is a member of the California Joint Powers Insurance Authority (Authority). The Authority is composed of 126 California public entities and is organized under a joint powers' agreement pursuant to California Government Code §6500 et seq. The purpose of the Authority is to arrange and administer programs for the pooling of self-insured losses, to purchase excess insurance or reinsurance, and to arrange for group purchased insurance for property and other lines of coverage. The Authority began covering claims of its members in 1978. Each member government has an elected official as its representative on the Board of Directors. The Board operates through a nine-member Executive Committee.

Primary Self-Insurance Programs of the Authority

Each member pays an annual contribution at the beginning of the coverage period. The total funding requirement for primary self-insurance programs is based on an actuarial analysis. Costs are allocated to individual agencies based on payroll and claims history, relative to other members of the risk-sharing pool.

Note 9: Liability, Worker's Compensation, and Purchased Insurance

<u>Primary Liability Program</u>
Claims are pooled separately between police and general government exposures. (1) The payroll of each member is evaluated relative to the payroll of other members. A variable credibility factor is determined for each member, which establishes the weight applied to payroll and the weight applied to losses within the formula. (2) The first layer of losses includes incurred costs up to $100,000 for each occurrence and is evaluated as a percentage of pool's total incurred costs within the first layer. (3) The second layer of losses includes incurred costs from $100,000 to $500,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the second layer. (4) Incurred costs from $500,000 to $50 million, are distributed based on the outcome of cost allocation within the first and second loss layers.

The overall coverage limit for each member, including all layers of coverage, is $50 million per occurrence. Subsidence losses also have a $50 million per occurrence limit. The coverage is composed of a combination of pooled self-insurance, reinsurance, and excess insurance. Additional information concerning the coverage structure is available on the Authority's website: https://cjpia.org/coverage/risk-sharing-pools.

<u>Workers' Compensation Program</u>
Claims are pooled separately between public safety (police and fire) and general government exposures. (1) The payroll of each member is evaluated relative to the payroll of other members. A variable credibility factor is determined for each member, which establishes the weight applied to payroll and the weight applied to losses within the formula. (2) The first layer of losses includes incurred costs up to $75,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the first layer. (3)

Note 9: Liability, Worker's Compensation, and Purchased Insurance (Continued)

The second layer of losses includes incurred costs from $75,000 to $200,000 for each occurrence and is evaluated as a percentage of the pool's total incurred costs within the second layer. (4) Incurred costs from $200,000 to statutory limits are distributed based on the outcome of cost allocation within the first and second loss layers.

For 2023-24 the Authority's pooled retention is $1 million per occurrence, with reinsurance to statutory limits under California Workers' Compensation Law. Employer's Liability losses are pooled among members to $1 million. Coverage from $1 million to $5 million is purchased through reinsurance policies, and Employer's Liability losses from $5 million to $10 million are pooled among members.

Purchased Insurance

<u>Pollution Legal Liability Insurance</u>
The City participates in the pollution legal liability insurance program which is available through the Authority. The policy covers sudden and gradual pollution of scheduled property, streets, and storm drains owned by the City. Coverage is on a claims-made basis. There is a $250,000 deductible. The Authority has an aggregate limit of $20 million.

<u>Property Insurance</u>
The City participates in the all-risk property protection program of the Authority. This insurance protection is underwritten by several insurance companies. City property is currently insured according to a schedule of covered property submitted by the City to the Authority. City property currently has all-risk property insurance protection in the amount of $28,097,355. There is a $10,000 deductible per occurrence except for non-emergency vehicle insurance which has a $2,500 deductible.

<u>Earthquake and Flood Insurance</u>
The City purchases earthquake and flood insurance on a portion of its property. The earthquake insurance is part of the property protection insurance program of the Authority. City property currently has earthquake protection in the amount of $6,542,316. There is a deductible of 5% per unit of value with a minimum deductible of $100,000.

<u>Crime Insurance</u>
The City purchases crime insurance coverage in the amount of $1,000,000 with a $2,500 deductible. The fidelity coverage is provided through the Authority.

<u>Special Event Tenant User Liability Insurance</u>
The City further protects against liability damages by requiring tenant users of certain property to purchase low-cost tenant user liability insurance for certain activities on City property. The insurance premium is paid by the tenant user and is paid to the City according to a schedule. The City then pays for the insurance. The insurance is facilitated by the Authority.

Adequacy of Protection

During the past three fiscal years, none of the above programs of protection experienced settlements or judgments that exceeded pooled or insured coverage. There were also no significant reductions in pooled or insured liability coverage in 2023-24.

Note 10: Deferred Compensation Plan

The City has made available to its employees a deferred compensation plan, whereby employees authorize the City to withhold funds from salaries to be invested in individual investment accounts. Funds may be withdrawn by participants upon termination of employment or retirement. The City makes no contributions under the plan. The amount held by trustees for the employees at June 30, 2024, was $3,659,937. These amounts are not recorded in the books of the City and as such not included in these financial statements.

Note 11: Retirement Plan

Plan Description

All qualified employees are eligible to participate in the City's Miscellaneous Employee Pension Plan, cost-sharing multiple employer defined benefit pension plan administered by the California Public Employees Retirement System (CalPERS). Benefit provisions under the Plan are established by State statute and City resolution. CalPERS issues a publicly available report that includes a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS' website.

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 50 or 52 with statutorily reduced benefits depending on the retirement tier. All members are eligible for non-duty disability benefits after 10 years of service. The death benefit is the Optional Settlement 2W Death Benefit. The cost-of-living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The Plan's provisions and benefits in effect at June 30, 2023 (measurement date), are summarized as follows:

	Tier 1*	Tier 2	PEPRA
Hire date/CalPers Enrollment Date	Prior to January 1, 2010	On or After January 1, 2010	On or After January 1, 2013
Benefit formula	2.5% @ 55	2% @ 60	2% @ 62
Benefit vesting schedule	5 years service	5 years service	5 years service
Benefit payments	monthly for life	monthly for life	monthly for life
Retirement age	minimum 50 yrs	minimum 50 yrs	minimum 52 yrs
Monthly benefits as a % of eligible compensation	50 yrs - 63+ yrs 1.425% - 2.418%	50 yrs - 63+ yrs 1.092% - 2.418%	52 yrs - 67+ yrs 1.000% - 2.500%
Required employee contribution rates	7.96%	6.93%	8.25%
Required employer contribution rates	14.92%	10.87%	8.00%

* Plan closed to new entrants

Note 11: Retirement Plan (Continued)

Contribution Description

Section 20814 (c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employees be determined on an annual basis by the actuary and shall be effective on July 1 following notice of a change in the rate. Funding contributions for the Plan are determined annually on an actuarial basis of June 30 by CalPERS. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the fiscal year, with an additional amount to finance any unfunded accrued liability.

The City is required to contribute the difference between the actuarially determined rate and the contribution rate of employees.

For the fiscal year ended June 30, 2024, the contributions recognized as part of pension expense for the Plan were as follow:

	Miscellaneous
Contributions – employer	$ 1,702,553

Pension Liabilities, Pension Expense, and Deferred Outflows, and Deferred Inflows of Resources Related to Pensions

As of June 30, 2024, the City reported net pension liabilities for its proportionate share of the net position liability of the Plan as follows:

	Proportionate Share of Net Pension Liability
Miscellaneous	$ 18,471,427

The City's net pension liability for the Plan is measured as the proportionate share of the net pension liability. The net pension liability of the Plan is measured as of June 30, 2023, and the total pension liability for the Plan used to calculate the net pension liability was determined by an actuarial valuation as of June 30, 2022 rolled forward to June 30, 2023 using standard update procedures. The City's proportion of the net pension liability was based on a projection of the City's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined.

The City's proportionate share of the net pension liability for the Plan as of June 30, 2022, and 2023 was as follows:

	Miscellaneous
Proportion – June 30, 2022	0.151401%
Proportion – June 30, 2023	0.148063%
Change - Decrease	0.003338%

For the fiscal year ended June 30, 2024, the City recognized pension income of $1,802,378. At June 30, 2024, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

Note 11: Retirement Plan (Continued)

	Deferred Outflows of Resources	Deferred Inflows of Resources
Contributions made after the measurement date	$ 1,723,060	$ -
Difference between expected and actual experience	797,242	-
Change in assumptions	1,115,203	-
Difference in actual to proportionate share contribution	-	358,924
Adjustments due to differences in proportion	-	272,356
Net difference between projected and actual earnings on pension plan investments	2,990,691	-
Total	$ 6,626,196	$ 631,280

$1,723,060 reported as deferred outflows of resources related to contributions subsequent to the measurement date and will be recognized as a reduction of the net pension liability in the fiscal year ended June 30, 2025. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions and will be recognized as pension expense as follows:

Fiscal year ending June 30,	Deferred Outflows (Inflows) of Resources
2025	$ 1,326,838
2026	619,666
2027	2,239,537
2028	85,815
Totals	$ 4,271,856

Actuarial Methods and Assumptions Used to Determine Total Pension Liability

The total pension liabilities were determined by rolling forward the total pension liability determined in June 30, 2022 actuarial valuation to June 30, 2023. The June 30, 2023, total pension liability was based on the following actuarial methods and assumptions:

Note 11: Retirement Plan (Continued)

Valuation date	June 30, 2022
Measurement date	June 30, 2023
Actuarial cost method	Entry age normal cost method
Actuarial assumptions	
Discount rate	6.90%
Inflation	2.30%
Payroll growth	Varies by entry age/service
Projected salary increases	Varies by age/service
Investment rate of return	6.90%
Mortality	Data for all Funds (1)

(1) The mortality table used was developed based on CalPERS' specific data. The rates incorporate Generational Mortality to capture ongoing mortality improvement using 80% of Scale MP 2020 published by the Society of Actuaries. For more details, please refer to the 2021 experience study report that can be found on the CalPERS' website.

Discount Rate

The discount rate used to measure the total pension liability was 6.90%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plans fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projects benefit payments to determine the total pension liability.

In determining the long-term expected rate of return, CalPERS took into account long-term market return expectations as well as the expected pension fund cash flows. Projected returns for all asset classes are estimated and, combined with the risk estimates, are used to project compound (geometric) returns over the long term. The discount rate used to discount liabilities was informed by the long-term projected portfolio return.

The expected real rates of return by asset class can be found in CalPERS' Annual Comprehensive Financial Report (ACFR) for the fiscal year ended June 30, 2023.

The following presents the net pension liability/(asset) of the Plan as of the measurement date, calculated using the discount rate of 6.90%, as well as what the net pension liability/(asset) would be if it were calculated using a discount rate that is 1 percentage-point lower (5.90%) or 1 percentage-point higher (7.90%) than the current rate:

	Miscellaneous
1.0% Decrease	5.90%
Net Pension Liability	$ 26,539,058
Current Discount Rate	6.90%
Net Pension Liability	$ 18,471,427
1.0% Increase	7.90%
Net Pension Liability	$ 11,831,074

Note 11: Retirement Plan (Continued)

Pension Plan Fiduciary Net Position

Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS' financial reports.

Note 12: Other Post-Employment Benefits

Plan Description

The City has established a retiree healthcare plan (HC Plan) The HC Plan provides employees healthcare coverage under the California Public Employees Medical and Hospital Care Act (PEMCHA) as a single-employer defined-benefit post-employment healthcare plan. PEMCHA governs health care provided to employees and retirees under health care plans administered by CalPERS. All public agencies providing health care to their active employees through CalPERS' PEMCHA plans are also required to offer health care under those plans to their retirees. The rules regarding retiree health care are found in sections 22892 and 22893 of the Government Code.

Under PEMCHA, the City will provide medical insurance coverage for retirees and their dependents though the PERS system. To be eligible, employees must retire within one hundred and twenty days of their separation from employment with the City on or after age 50 (age 52 for PEPRA new hires) with at least 5 years of CalPERS service. Eligible employees receive up to a maximum amount determined each year as a contribution toward the cost of monthly health premiums if the eligible retiree is covered in a CalPERS' health plan. As of June 30, 2024, the maximum coverage rates are $738.49 a month, $1,477.00 a month, and $1,920.11 a month for a retiree only, retiree plus 1, and retiree family tiers, respectively. The same equal benefit must be provided to retirees as active employees. Benefits are paid for the lifetime of the retiree as long as he or she continues to participate in PEMCHA, with continuation to the surviving spouse, if any.

The City also pays an administrative fee of 0.32% of premium on behalf of all active employees and retirees. Retirees who waive medical insurance coverage and provide proof of other coverage will be reimbursed by the City in a tiered schedule ranging from $218 to $566 per month.

The City joined the Public Agencies Post-Retirement Health Care Plan Trust (Trust) in September of 2007 for the purpose of prefunding other post-employment benefits for past services. The Trust is a public agency multiple-employer trust that was established to provide member public agencies economies of scale and efficiency of administration in the funding of each agency's respective other post-employment benefit obligations.

As of the June 30, 2024 actuarial valuation, the Plan provided benefits to 97 beneficiaries consisting of 52 active employees and 45 inactive employees or their beneficiaries.

A direct employer payment toward the cost of OPEB benefits is referred to as an "explicit subsidy". In addition, if claims experience of employees and retirees are pooled when determining premiums, retiree premiums are based on a pool of members which, on average, are younger and healthier. For certain types of coverage such as medical insurance, this results in an "implicit subsidy" of retiree premiums by active employee premiums since the retiree premiums are lower than they would have been if retirees were insured separately. GASB Statement No. 75 and Actuarial Standards of Practice generally require that an implicit subsidy of retiree premium rates be valued as an OPEB liability.

Note 12: Other Post-Employment Benefits (Continued)

Contributions

The City Council establishes health care coverage rates each fiscal year by Memoranda of Understanding with the applicable employee bargaining units. The City currently pays the benefits as they come due on behalf of the beneficiaries. In addition, the City makes an additional voluntary contribution to the Trust at a rate set during the budget process. During FY 2023- 2024 the City paid $363,998 in post-employment healthcare costs directly to PERS and an additional contribution of $249,000 into the Trust during FY 2023-2024 for a total contribution amount of $612,998.

Net OPEB Liability

The City's net OPEB liability was measured as of June 30, 2024, and the total OPEB liability used to calculate the net OPEB liability was determined by an actuarial valuation dated June 30, 2023. Standard actuarial update procedures were used to project/discount from valuation to measurement date. The total OPEB liability was determined using the following actuarial assumptions, applied to all periods included in the measurement, unless other specified:

Salary increases	3.00%
Investment rate of return	6.00%
Inflation	2.50%
Healthcare cost trend rates	
Pre-Medicare	6.00%
Medicare	10.95%

Actuarial Methods and Assumptions

Demographic actuarial assumptions used in the valuation are based on the CalPERS' 2021 Experience Study of the California Public Employees Retirement System using data from 1997 to 2019, except for a different basis used to project future mortality improvements. The mortality improvement scale was the MacLeod Watts Scale 2022, reflecting continued updates in available information. There were no changes between the measurement date and the report date that are expected to have a significant effect on the total OPEB liability.

The Trust published an expected return of 6.58%, reflecting updated long-term rates of returned provided by PARS in June 2023. The return rate was determined using a building-block method and best-estimate ranges of expected future real rates of return for each major asset class (expected returns, net of OPEB plan investment expense and inflation). These ranges are combined to produce the long-term expected rate of return by weighting the expected real rates of return by the target asset allocation percentage and by adding expected inflation. To achieve the goal set by the investment policy, plan assets will be managed to earn, on a long-term basis, a rate of return equal to or in excess of the target rate.

Discount Rate and Long-Term Expected Rate of Return

GASB Statement No. 75 allows the use of a discount rate that is up to the expected long-term rate of return on the assets in the OPEB trust set aside to pay benefits, if the plan sponsor makes regular contributions to the trust such that the assets are not depleted at any point in the future. If the OPEB plan's actuary determines that contributions are not sufficient to keep the trust funded, a blend of the long-term rate of return and the yield or index rate for 20-year, tax-exempt municipal bonds will be used for the periods when the trust funds are not sufficient to cover benefit payments. Based on this requirement, the discount rate used to measure the total OPEB liability is 6.00%.

Note 12: Other Post-Employment Benefits (Continued)

Changes in the OPEB Liability

The following table shows the changes in the net OPEB liability as follows:

Service Cost	$	333,762
Interest		617,179
Benefit payments		(443,810)
Net change in total OPEB liability		507,131
Total OPEB liability - beginning		10,174,456
Total OPEB liability - ending (a)	$	10,681,587
Plan fiduciary net position		
Contributions - employer (1)	$	692,810
Net investment income		357,378
Change due to investment experience		395,384
Benefit payments (1)		(443,810)
Net Change in plan fiduciary net position		1,001,762
Plan fiduciary net position - beginning		5,831,797
Plan fiduciary net position - ending (b)	$	6,833,559
Net OPEB liability - ending (a) - (b)	$	3,848,028

(1) Amount includes implicit subsidy associated with benefits paid.

Sensitivity of the Net OPEB Liability to Changes in the Discount Rate

The following presents the Net OPEB liability of the City, as well as what the net OPEB liability would be if it were calculated using a discount rate that is 1 percentage point lower (5.00%) or 1 percentage point higher (7.00%) than the current discount rate:

	1% Decrease	Current	1% Increase
Net OPEB Liability	$ 5,346,060	$ 3,848,028	$ 2,620,407

Sensitivity of the Net OPEB Liability to Changes in the Health Care Trend Rates

The following presents the net OPEB liability, as well as what the net OPEB liability would be if it were calculated using healthcare cost trend rates that are 1 percentage point lower (9.95% graded down to 2.90%) than the healthcare trend rate or 1 percentage point higher (11.95% graded down to 4.90%) than the current healthcare cost trend rates assumed to be 10.95% effective January 2024 and graded down to 3.90% for 20 years and 75 thereafter:

Note 12: Other Post-Employment Benefits (Continued)

	1% Decrease	Healthcare Cost Rate	1% Increase
Net OPEB liability	$ 2,498,352	$ 3,848,028	$ 5,527,540

OPEB Plan Fiduciary Net Position

Statement of Fiduciary Net Position - June 30, 2024

Assets	
Investments	
Managed account	$ 6,833,559
Total Assets	6,833,559
Net position restricted for post-employment benefits other than pensions	$ 6,833,559

Statement of Changes in Fiduciary Net Position for the Fiscal Year Ended June 30, 2024

Additions	
Employer Contributions (1)	$ 692,810
Investment income:	357,378
Change due to investment experience	395,384
Total Additions	1,445,572
Deductions	
Benefit payments (1)	(443,810)
Total Deductions	(443,810)
Net increase in net position	1,001,762
Net position restricted for post-employment benefits other than pensions	
Beginning of fiscal year	5,831,797
End of fiscal year	$ 6,833,559

(1) Includes $364,998 of pay-as-you-go contributions made from sources outside of the trust, plus an implicit subsidy amount of $78,812.

Note 12: Other Post-Employment Benefits (Continued)

Investments

The City's policy regarding the allocation of the plan's invested assets is established and may be amended by the management of the City. The primary objective is to maximize total Plan return, subject to the risk and quality constraints set forth in the investment guidelines. The investment objective the City has selected is the Balance Strategy, which seeks to provide growth of principal and income. The asset allocation ranges for this objective as of June 30, 2024, are listed below:

PARS Balanced HighMark Plus Portfolio

	Expected Rate of Return	
	Target Allocation	Target Allocation
Equity - Large Cap Core	32.00%	7.70%
Equity - Mid Cap Core	6.00%	8.00%
Equity - Small Cap Core	9.00%	8.50%
Equity - Real Estate	2.00%	6.60%
Equity - International	7.00%	7.50%
Equity - Emerging Markets	4.00%	7.50%
Fixed Income - Short Term Bond	6.75%	3.30%
Fixed Income - Intermediate Term Bond	27.00%	4.00%
Fixed Income - High Yield	1.25%	5.70%
Cash	5.00%	2.60%

Market conditions may cause the account's asset allocation to vary from the stated range from time to time. The investment manager (assisting the City) will rebalance the portfolio no less than quarterly and/or when the actual weighting differs substantially from the strategic range, if appropriate and consistent with the objectives.

For the fiscal year ended June 30, 2024, the annual money-weighted rate of return on investments, net of investment expense, was 6.90 percent. The money-weighted rate of return expresses investment performance, net of investment expense adjusted for the changing amounts invested.

Recognition of Deferred Outflows and Deferred Inflows of Resources

Gains and losses related to changes in total OPEB liability and fiduciary net position are recognized in OPEB expense systematically over time.

Amounts are first recognized in OPEB expense for the fiscal year the gain or loss occurs. The remaining amounts are categorized as deferred outflows and deferred inflows of resources related to OPEB and are to be recognized in future OPEB expense. Liability changes due to plan experience which differs from what was assumed in the prior measurement period and/or from assumption changes during the period are recognized over the OPEB plan's Expected Average Remaining Service Life (EARSL). EARSL periods used for changes arising in this current measurement period were seven years. Changes in the Fiduciary Net Position due to investment performance different from the assumed earnings rate are always recognized over 6.52 years. Liability changes attributable to benefit changes occurring during the period are recognized immediately.

Note 12: Other Post-Employment Benefits (Continued)

OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

For the fiscal year ended June 30, 2024, the City recognized OPEB income of $149,335 and reported deferred outflows and inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Change of Assumptions	$ 930,533	$ 262,299
Differences Between Expected and Actual Experience	571,151	2,909,213
Net Differences Between Projected and Actual Earnings on Investments	-	155,210
Total	$ 1,501,684	$ 3,326,722

Amounts reported as deferred outflows of resources related to OPEB will be recognized as expense as follows:

Fiscal Year Ended June 30:	Deferred Outflows (Inflows) of Resources
2025	(173,766)
2026	(294,576)
2027	(479,282)
2028	(574,056)
2029	(303,358)

Note 13: Conduit Debt Obligations

Financial Cooperation Agreements

The City from time to time has provided financial assistance to health care providers for the acquisition of equipment and facilities deemed to be in the public interest. The agreements are secured by the property financed and are payable solely from payments received on the underlying security liens. Upon repayment of the debt, ownership of the property transfers to the private-sector entity served by the loan agreement, neither the Agency, the City of Duarte, nor any political subdivision thereof is obligated in any manner for repayment of the debt. Accordingly, such debt is not reported as liabilities in the accompanying financial statements.

Note 14: Commitments and Contingencies

Grant Audits

Under the terms of federal and state grants, periodic audits are required, and certain costs may be questioned as not being appropriate expenditures under the terms of the grants. Such audits could lead to reimbursement to the grantor agencies. City Management believes disallowance, if any, will be immaterial.

Memorandum of Understanding with Foothill Transit

On September 21, 2017, the City entered into a memorandum of understanding (MOU) with Foothill Transit (Transit) in which Transit will purchase three electric 35-foot electric buses for operation of the City's transit service. The City reimbursed the cost of two of the buses utilizing Prop A funds. The City will reimburse Transit for the cost of the third bus through monthly payments financed over a period of ten years at an annual interest rate of three percent. On April 1, 2019, the third bus was acquired by Transit for a base cost of $731,908 with interest over the next ten years of $116,175 for a total cost of $848,083. There is a monthly payment of $7,067.

The MOU has an initial base term of four years, with two three-year extensions. If the MOU is not extended and is terminated before the end of the ten-year financing period, the City will have the choice of either continuing the financing of the bus, paying the remaining balance on the bus; or transferring the ownership of the bus to Transit, who would then reimburse the City for the amount paid to date.

Contractual Commitments

The City has an ongoing contract for $2.5 million for an ATP Cycle 4 Project with $964,000 unexpended of as of June 30, 2024. On July 1, 2024, the City entered into a contract with the Los Angeles Sheriff's Department to provide city law enforcement services for the 2023-2024 fiscal year for an estimated cost of $5.67 million.

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
GENERAL FUND
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	Budget Amounts Original	Budget Amounts Final	Actual Amounts	Variance with Final Budget Positive (Negative)
Budgetary Fund Balance, July 1	$ 31,981,364	$ 31,981,364	$ 31,981,364	$ -
Resources (Inflows):				
Taxes	15,505,000	15,825,000	16,304,535	479,535
Licenses and permits	1,388,000	1,538,000	2,102,569	564,569
Intergovernmental	3,041,000	3,431,000	3,410,236	(20,764)
Charges for services	404,300	404,300	460,389	56,089
Use of money and property	210,500	810,500	1,768,283	957,783
Fines and forfeitures	330,000	430,000	567,274	137,274
Miscellaneous	107,500	107,500	351,530	244,030
Issuance of debt lease and subscriptions	-	-	669,388	669,388
Transfers in	835,200	875,200	811,631	(63,569)
Amounts Available for Appropriations	**53,802,864**	**55,402,864**	**58,427,199**	**3,024,335**
Charges to Appropriations (Outflows):				
Current:				
General government	7,100,193	6,750,193	6,311,334	438,859
Safety	7,322,955	7,264,955	7,072,767	192,188
Development	3,783,455	3,623,455	2,722,613	900,842
Recreation and cultural	3,043,700	3,639,700	3,325,266	314,434
Capital outlay	921,240	1,535,995	1,383,386	152,609
Debt service:				
Principal retirement	290,017	290,017	289,922	95
Interest and fiscal charges	25,940	25,940	25,854	86
Transfers out	841,400	942,000	896,446	45,554
Total Charges to Appropriations	**23,328,900**	**24,072,255**	**22,027,588**	**2,044,667**
Budgetary Fund Balance, June 30	**$ 30,473,964**	**$ 31,330,609**	**$ 36,399,611**	**$ 5,069,002**

See Note to Required Supplementary Information

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
SB1/RMRA SPECIAL REVENUE FUND
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 842,668	$ 842,668	$ 842,668	$ -
Resources (Inflows):				
Intergovernmental	535,800	535,800	588,275	52,475
Use of money and property	12,200	12,200	40,382	28,182
Amounts Available for Appropriations	1,390,668	1,390,668	1,471,325	80,657
Charges to Appropriations (Outflows):				
Capital outlay	535,000	535,000	519,302	15,698
Transfers out	107,000	107,000	103,860	3,140
Total Charges to Appropriations	642,000	642,000	623,162	18,838
Budgetary Fund Balance, June 30	$ 748,668	$ 748,668	$ 848,163	$ 99,495

See Note to Required Supplementary Information

CITY OF DUARTE

REQUIRED SUPPLEMENTARY INFORMATION
JUNE 30, 2024

Cost Sharing Multiple-Employer Defined Benefit Pension Plan
Last 10 Fiscal Years

SCHEDULE OF THE CITY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY

	FY 15 Measurement Date June 30, 2014	FY 16 Measurement Date June 30, 2015	FY 17 Measurement Date June 30, 2016	FY 18 Measurement Date June 30, 2017	FY 19 Measurement Date June 30, 2018
City's proportion of the net pension liability	0.30890%	0.291010%	0.30027%	0.29560%	0.28309%
City's proportionate share of the net pension liability	$ 8,486,349	$ 10,578,290	$ 12,675,786	$ 14,098,986	$ 13,503,297
City's covered payroll	$ 2,467,539	$ 3,706,684	$ 3,970,085	$ 4,047,472	$ 4,004,164
City's proportionate share of the net pension liability as a percentage of it's covered payroll	343.9%	285.4%	319.3%	348.3%	337.2%
Plan's fiduciary net position as a percentage of the total pension liability	78.40%	79.82%	75.87%	73.31%	77.69%

	FY 20 Measurement Date June 30, 2019	FY 21 Measurement Date June 30, 2020	FY 22 Measurement Date June 30, 2021	FY 23 Measurement Date June 30, 2022	FY 24 Measurement Date June 30, 2023
City's proportion of the net pension liability	0.27900%	0.27813%	0.27327%	0.15140%	0.14806%
City's proportionate share of the net pension liability	$ 14,091,516	$ 15,108,868	$ 9,811,894	$ 17,488,020	$ 18,471,427
City's covered payroll	$ 4,338,950	$ 4,272,231	$ 4,338,950	$ 4,381,600	$ 4,162,481
City's proportionate share of the net pension liability as a percentage of it's covered payroll	324.8%	353.7%	226.1%	399.1%	443.8%
Plan's fiduciary net position as a percentage of the total pension liability	77.73%	77.71%	90.49%	78.19%	77.97%

CITY OF DUARTE

REQUIRED SUPPLEMENTARY INFORMATION
JUNE 30, 2024

Cost Sharing Multiple-Employer Defined Benefit Pension Plan
Last 10 Fiscal Years

SCHEDULE OF THE CITY'S PROPORTIONATE SHARE OF THE NET PENSION LIABILITY (Continued)

Notes to the Schedule:

In Fiscal Year 2016-17, the discount rate for the PERF C was lowered from 7.65 percent to 7.15 percent. Deferred outflows of resources for changes of assumptions represented the unamortized portion of this assumption change.

In fiscal year 2022-2023, the discount rate was lowered from 7.15 percent to 6.90 percent.

CITY OF DUARTE

REQUIRED SUPPLEMENTARY INFORMATION
JUNE 30, 2024

Cost Sharing Multiple-Employer Defined Benefit Pension Plan
Last 10 Fiscal Years

SCHEDULE OF PENSION CONTRIBUTIONS

	Measurement Date June 30, 2014 Miscellaneous	Measurement Date June 30, 2015 Miscellaneous	Measurement Date June 30, 2016 Miscellaneous	Measurement Date June 30, 2017 Miscellaneous	Measurement Date June 30, 2018 Miscellaneous
Actuarially determined contribution (a)	$ 262,412	$ 285,477	$ 400,604	$ 421,885	$ 449,981
Contribution in relation to the actuarially determined contribution (b)	(262,412)	(285,477)	(400,604)	(421,885)	(449,981)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -
Covered payroll (c)	$ 2,352,312	$ 2,467,539	$ 3,706,684	$ 3,970,085	$ 4,047,472
Contributions as a percentage of covered payroll	11.16%	11.57%	10.81%	10.63%	11.12%

	Measurement Date June 30, 2019 Miscellaneous	Measurement Date June 30, 2020 Miscellaneous	Measurement Date June 30, 2021 Miscellaneous	Measurement Date June 30, 2022 Miscellaneous	Measurement Date June 30, 2023 Miscellaneous
Actuarially determined contribution (a)	$ 459,105	$ 537,636	$ 525,340	$ 505,435	$ 506,617
Contribution in relation to the actuarially determined contribution (b)	(459,105)	(537,636)	(525,340)	(505,435)	(506,617)
Contribution deficiency (excess)	$ -	$ -	$ -	$ -	$ -
Covered payroll (c)	$ 4,004,164	$ 4,272,231	$ 4,338,950	$ 4,381,600	$ 3,985,824
Contributions as a percentage of covered payroll	11.47%	12.58%	12.11%	11.54%	12.71%

(a) Historical information is required only for measurement periods for which GASB Statement No. 68 is applicable.

(b) Some employers may choose to make additional contributions towards their unfunded liability. Contributions for such plans exceed the actuarially determined contributions.

(c) Covered payroll represented above is based on pensionable earnings provided by the employer. However, GASB Statement No. 68 defines covered payroll as the total payroll of employee's pension plan. Accordingly, if pensionable earnings are different that total earnings for covered-employees, the employer should display in the disclosure footnotes the payroll based on total earnings for the covered group and recalculate the required payroll-related ratios.

REQUIRED SUPPLEMENTARY INFORMATION
JUNE 30, 2024

Cost Sharing Multiple-Employer Defined Benefit Pension Plan
Last 10 Fiscal Years

SCHEDULE OF PENSION CONTRIBUTIONS (Continued)

Notes to Schedule

The actuarial methods and assumptions used to set the actuarially determined contributions for Fiscal year 2023-2024 were from June 30, 2021 public agency valuations.

Actuarial cost method	Entry age normal cost method
Amortization method	Level percent of payroll
Average remaining period	18 years as of the valuation date
Asset valuation method	30-year direct rate smoothing
Actuarial assumptions	
Discount rate	6.90%
Inflation	2.50%
Projected salary increases	Varies by entry age and service
Payroll growth	2.75%
Individual salary growth	A merit scale varying in duration of employment coupled with an assumed annual inflation growth of 2.5% and an annual production growth of 0.25%
Retirement age	The probabilities of retirement are based on the 2015 CalPERS' experience study for the period 1997 to 2011.
Mortality	The probabilities of mortality are based on CalPERS' specific data. The rate incorporates Generational Mortality to capture ongoing mortality improvement using 80% of Scale MP 2020 published by the Society of Actuaries. For more details, please refer to the 2021 experience study that can be found on the CalPERS' website.

CITY OF DUARTE

REQUIRED SUPPLEMENTARY INFORMATION
JUNE 30, 2024

SCHEDULE OF CHANGES IN THE NET OPEB LIABILITY AND RELATED RATIOS
Last Ten Fiscal Years*

	Measurement Period			
	2018	2019	2020	2021
Total OPEB Liability				
Service cost	$ 258,408	$ 266,160	$ 327,023	$ 389,582
Interest on the total OPEB liability	464,777	495,518	575,620	633,116
Differences between expected and actual experience	983,161	65,900	-	1,285,548
Changes of assumptions	-	2,167,125	(331,435)	(419,273)
Changes due to plan experience	-	-	-	-
Benefit payments (1)	(662,583)	(359,809)	(365,155)	(431,406)
Net change in total OPEB liability	1,043,763	2,634,894	206,053	1,457,567
Total OPEB liability - beginning	6,493,332	7,537,095	10,171,989	10,378,042
Total OPEB liability - ending (a)	$ 7,537,095	$ 10,171,989	$ 10,378,042	$ 11,835,609
Plan Fiduciary Net Position				
Contribution - employer (1)	$ 915,033	$ 651,809	$ 741,655	$ 876,406
Net Increase (decrease) in fair value of investments	189,196	176,444	81,965	996,936
Benefit payments (1)	(662,583)	(359,809)	(365,155)	(431,406)
Change due to investment experience	-	-	-	-
Administrative expense	(13,347)	-	-	(24,255)
Net Change in plan fiduciary net position	428,299	468,444	458,465	1,417,681
Plan fiduciary net position - beginning	2,353,380	2,781,679	3,250,123	3,708,588
Plan fiduciary net position - ending (b)	$ 2,781,679	$ 3,250,123	$ 3,708,588	$ 5,126,269
Net OPEB liability (a) - (b)	$ 4,755,416	$ 6,921,866	$ 6,669,454	$ 6,709,340
Plan fiduciary net position as a percentage of total OPEB liability	36.91%	31.95%	35.73%	43.31%
Covered-employee payroll	$ 4,211,793	$ 3,926,264	$ 4,325,247	$ 3,579,723
Net OPEB liability as a percentage of covered-employee payroll	112.91%	176.30%	154.20%	187.43%

(1): Amount includes implicit subsidy associated with benefits paid.
*Fiscal Year 2018 was the 1st year of implementation therefore only 7 years are shown.

CITY OF DUARTE

REQUIRED SUPPLEMENTARY INFORMATION
JUNE 30, 2024

SCHEDULE OF CHANGES IN THE NET OPEB LIABILITY AND RELATED RATIOS
Last Ten Fiscal Years* (Continued)

	Measurement Period		
	2022	2023	2024
Total OPEB Liability			
Service cost	$ 447,366	$ 459,669	$ 333,762
Interest on the total OPEB liability	748,420	790,303	617,179
Differences between expected and actual experience	35,353	-	-
Changes of assumptions	583,430	392,831	-
Changes due to plan experience	-	(4,196,475)	-
Benefit payments (1)	(462,219)	(459,831)	(443,810)
Net change in total OPEB liability	1,352,350	(3,013,503)	507,131
Total OPEB liability - beginning	11,835,609	13,187,959	10,174,456
Total OPEB liability - ending (a)	$ 13,187,959	$ 10,174,456	$ 10,681,587
Plan Fiduciary Net Position			
Contribution - employer (1)	$ 868,219	$ 1,031,831	$ 692,810
Net Increase (decrease) in fair value of investments	(688,055)	300,420	357,378
Benefit payments (1)	(462,219)	(459,831)	(443,810)
Change due to investment experience	-	144,868	395,384
Administrative expense	(29,705)	-	-
Net Change in plan fiduciary net position	(311,760)	1,017,288	1,001,762
Plan fiduciary net position - beginning	5,126,269	4,814,509	5,831,797
Plan fiduciary net position - ending (b)	$ 4,814,509	$ 5,831,797	$ 6,833,559
Net OPEB liability (a) - (b)	$ 8,373,450	$ 4,342,659	$ 3,848,028
Plan fiduciary net position as a percentage of total OPEB liability	36.51%	57.32%	63.98%
Covered-employee payroll	$ 3,613,652	$ 4,422,484	$ 4,246,072
Net OPEB liability as a percentage of covered-employee payroll	231.72%	98.20%	90.63%

(1): Amount includes implicit subsidy associated with benefits paid.
*Fiscal Year 2018 was the 1st year of implementation therefore only 7 years are shown.

CITY OF DUARTE

REQUIRED SUPPLEMENTARY INFORMATION
JUNE 30, 2024

SCHEDULE OF OPEB CONTRIBUTIONS
Last Ten Fiscal Years*

	Fiscal Year 6/30/2018	Fiscal Year 6/30/2019	Fiscal Year 6/30/2020	Fiscal Year 6/30/2021
Contractually Determined Contribution (CDC)	$ 1,491,134	$ 782,535	$ 803,739	$ 765,007
Contributions in relation to the CDC	(915,033)	(651,809)	(741,655)	(876,406)
Contribution deficiency (excess)	$ 576,101	$ 130,726	$ 62,084	$ (111,399)
Covered-employee payroll	$ 4,211,793	$ 3,926,264	$ 4,325,247	$ 3,579,723
Contributions as a percentage of covered-employee payroll	21.73%	16.60%	17.15%	24.48%

	Fiscal Year 6/30/2022	Fiscal Year 6/30/2023	Fiscal Year 6/30/2024
Contractually Determined Contribution (CDC)	$ 867,895	$ 1,022,910	$ 709,176
Contributions in relation to the CDC	(868,219)	(1,031,831)	(692,810)
Contribution deficiency (excess)	$ (324)	$ (8,921)	$ 16,366
Covered-employee payroll	$ 3,613,652	$ 4,422,484	$ 4,246,072
Contributions as a percentage of covered-employee payroll	24.03%	23.33%	16.32%

*Fiscal Year 2018 was the 1st year of implementation therefore only 7 years are shown.

Note 1: Budgets and Budgetary Accounting

The City adopts an annual budget prepared in accordance with accounting principles generally accepted in the United States of America and on the modified accrual basis of accounting for its governmental funds. The City Manager or designee is authorized to transfer budgeted amounts between the accounts of any department. Any revisions that alter the total appropriations of any department or fund must be approved by the City Council. Prior year appropriations lapse unless they are approved for carryover into the following fiscal year. Expenditures may not legally exceed appropriations at the fund level.

CITY OF DUARTE

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS
JUNE 30, 2024

	Special Revenue Funds			
	State Gasoline Tax	Lighting and Landscaping	Community Development Block Grant	Supplemental Law Enforcement
Assets:				
Pooled cash and investments	$ 2,304,701	$ 218,318	$ -	$ 20,888
Receivables:				
Taxes	53,444	11,499	-	-
Grants	-	-	7,534	-
Land held for resale	-	-	-	-
Total Assets	**$ 2,358,145**	**$ 229,817**	**$ 7,534**	**$ 20,888**
Liabilities and Fund Balances:				
Liabilities:				
Accounts payable	$ 42,776	$ 123,996	$ 468	$ 20,888
Accrued liabilities	-	-	-	-
Unearned revenues	-	-	-	-
Retention payable	-	-	-	-
Deposits payable	-	-	-	-
Due to other funds	-	-	7,066	-
Total Liabilities	**42,776**	**123,996**	**7,534**	**20,888**
Deferred Inflows of Resources:				
Unavailable revenues	-	-	-	-
Total Deferred Inflows of Resources	**-**	**-**	**-**	**-**
Fund Balances:				
Restricted for:				
Development projects	-	105,821	-	-
Recreation and culture	-	-	-	-
Transportation	2,315,369	-	-	-
Unassigned	-	-	-	-
Total Fund Balances (deficits)	**2,315,369**	**105,821**	**-**	**-**
Total Liabilities and Fund Balances	**$ 2,358,145**	**$ 229,817**	**$ 7,534**	**$ 20,888**

(Continued)

CITY OF DUARTE

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
JUNE 30, 2024

	Special Revenue Funds			
	Air Quality Management	**Measure M**	**Quimby Act**	**Prop A Transit**
Assets:				
Pooled cash and investments	$ 149,748	$ 1,356,668	$ 71,383	$ 1,126,102
Receivables:				
Taxes	-	-	-	-
Grants	7,669	31,320	-	-
Land held for resale	-	-	-	-
Total Assets	**$ 157,417**	**$ 1,387,988**	**$ 71,383**	**$ 1,126,102**
Liabilities and Fund Balances:				
Liabilities:				
Accounts payable	$ 710	$ 407,176	$ -	$ 44,472
Accrued liabilities	-	-	-	1,223
Unearned revenues	-	-	-	-
Retention payable	-	19,960	-	-
Deposits payable	-	-	-	-
Due to other funds	-	-	-	-
Total Liabilities	**710**	**427,136**	**-**	**45,695**
Deferred Inflows of Resources:				
Unavailable revenues	7,669	-	-	-
Total Deferred Inflows of Resources	**7,669**	**-**	**-**	**-**
Fund Balances:				
Restricted for:				
Development projects	-	-	-	-
Recreation and culture	-	-	71,383	-
Transportation	149,038	960,852	-	1,080,407
Unassigned	-	-	-	-
Total Fund Balances (deficits)	**149,038**	**960,852**	**71,383**	**1,080,407**
Total Liabilities and Fund Balances	**$ 157,417**	**$ 1,387,988**	**$ 71,383**	**$ 1,126,102**

(Continued)

CITY OF DUARTE

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
JUNE 30, 2024

	Special Revenue Funds			
	Housing Authority	Prop C Transit	PEG	Measure R LR Transit
Assets:				
Pooled cash and investments	$ 2,107,766	$ 365,021	$ 61,062	$ 815,221
Receivables:				
Taxes	-	-	-	-
Grants	-	36,726	6,634	27,625
Land held for resale	-	-	-	-
Total Assets	$ **2,107,766**	$ **401,747**	$ **67,696**	$ **842,846**
Liabilities and Fund Balances:				
Liabilities:				
Accounts payable	$ 459	$ 35,356	$ 1,440	$ 251,750
Accrued liabilities	-	1,001	-	-
Unearned revenues	-	-	-	-
Retention payable	-	-	-	13,250
Deposits payable	-	-	-	-
Due to other funds	-	-	-	-
Total Liabilities	**459**	**36,357**	**1,440**	**265,000**
Deferred Inflows of Resources:				
Unavailable revenues	-	-	-	-
Total Deferred Inflows of Resources	**-**	**-**	**-**	**-**
Fund Balances:				
Restricted for:				
Development projects	2,107,307	-	66,256	-
Recreation and culture	-	-	-	-
Transportation	-	365,390	-	577,846
Unassigned	-	-	-	-
Total Fund Balances (deficits)	**2,107,307**	**365,390**	**66,256**	**577,846**
Total Liabilities and Fund Balances	$ **2,107,766**	$ **401,747**	$ **67,696**	$ **842,846**

(Continued)

CITY OF DUARTE

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
JUNE 30, 2024

	Special Revenue Funds			
	Park Development	Measure W	Bicycle and Pedestrian	Low and Moderate Housing
Assets:				
Pooled cash and investments	$ -	$ 456,438	$ -	$ 3,358,159
Receivables:				
Taxes	-	-	-	-
Grants	20,374	-	-	-
Land held for resale	-	-	-	881,753
Total Assets	$ **20,374**	$ **456,438**	$ **-**	$ **4,239,912**
Liabilities and Fund Balances:				
Liabilities:				
Accounts payable	$ 636	$ 8,965	$ -	$ -
Accrued liabilities	-	-	-	-
Unearned revenues	-	-	-	-
Retention payable	-	-	-	-
Deposits payable	-	-	-	30,000
Due to other funds	79,494	-	-	-
Total Liabilities	**80,130**	**8,965**	**-**	**30,000**
Deferred Inflows of Resources:				
Unavailable revenues	20,374	-	-	-
Total Deferred Inflows of Resources	**20,374**	**-**	**-**	**-**
Fund Balances:				
Restricted for:				
Development projects	-	447,473	-	4,209,912
Recreation and culture	-	-	-	-
Transportation	-	-	-	-
Unassigned	(80,130)	-	-	-
Total Fund Balances (deficits)	**(80,130)**	**447,473**	**-**	**4,209,912**
Total Liabilities and Fund Balances	$ **20,374**	$ **456,438**	$ **-**	$ **4,239,912**

(Continued)

CITY OF DUARTE

COMBINING BALANCE SHEET
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
JUNE 30, 2024

	Capital Project Funds		Infrastructure Debt Service Fund	Total Nonmajor Governmental Funds
	Inclusionary Housing	Community Improvement		
Assets:				
Pooled cash and investments	$ 557,801	$ -	$ -	$ 12,969,276
Receivables:				
Taxes	-	1,201,326	-	1,266,269
Grants	-	-	-	137,882
Land held for resale	-	-	-	881,753
Total Assets	**$ 557,801**	**$ 1,201,326**	**$ -**	**$ 15,255,180**
Liabilities and Fund Balances:				
Liabilities:				
Accounts payable	$ -	$ -	$ -	$ 939,092
Accrued liabilities	-	-	-	2,224
Unearned revenues	-	208,693	-	208,693
Retention payable	-	82,908	-	116,118
Deposits payable	-	-	-	30,000
Due to other funds	-	527,002	-	613,562
Total Liabilities	**-**	**818,603**	**-**	**1,909,689**
Deferred Inflows of Resources:				
Unavailable revenues	-	-	-	28,043
Total Deferred Inflows of Resources	**-**	**-**	**-**	**28,043**
Fund Balances:				
Restricted for:				
Development projects	557,801	382,723	-	7,877,293
Recreation and culture	-	-	-	71,383
Transportation	-	-	-	5,448,902
Unassigned	-	-	-	(80,130)
Total Fund Balances (deficits)	**557,801**	**382,723**	**-**	**13,317,448**
Total Liabilities and Fund Balances	**$ 557,801**	**$ 1,201,326**	**$ -**	**$ 15,255,180**

CITY OF DUARTE

**COMBINING STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES (DEFICITS)
NONMAJOR GOVERNMENTAL FUNDS
FOR THE FISCAL YEAR ENDED JUNE 30, 2024**

	Special Revenue Funds			
	State Gasoline Tax	Lighting and Landscaping	Community Development Block Grant	Supplemental Law Enforcement
Revenues:				
Assessments	$ -	$ 1,016,214	$ -	$ -
Intergovernmental	621,249	-	111,773	186,159
Charges for services	-	-	-	-
Use of money and property	84,302	-	-	1,801
Miscellaneous	-	-	-	-
Total Revenues	**705,551**	**1,016,214**	**111,773**	**187,960**
Expenditures:				
Current:				
Safety	-	-	-	187,960
Development	-	1,336,265	7,897	-
Transportation	445,789	-	-	-
Capital outlay	4,015	-	103,876	-
Debt service:				
Principal retirement	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	**449,804**	**1,336,265**	**111,773**	**187,960**
Excess (Deficiency) of Revenues Over (Under) Expenditures	255,747	(320,051)	-	-
Other Financing Sources (Uses):				
Lease and subscription proceeds	-	-	-	-
Transfers in	-	672,427	-	-
Transfers out	(89,961)	(343,200)	-	-
Total Other Financing Sources (Uses)	**(89,961)**	**329,227**	**-**	**-**
Net Changes in Fund Balances	165,786	9,176	-	-
Fund balances (Deficits), Beginning of Fiscal Year	2,149,583	96,645	-	-
Fund Balances (Deficits), End of Fiscal Year	$ **2,315,369**	$ **105,821**	$ **-**	$ **-**

(Continued)

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES (DEFICITS) NONMAJOR GOVERNMENTAL FUNDS (CONTINUED) FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	Special Revenue Funds			
	Air Quality Management	Measure M	Quimby Act	Prop A Transit
Revenues:				
Assessments	$ -	$ -	$ -	$ -
Intergovernmental	22,994	395,860	-	563,685
Charges for services	-	-	-	-
Use of money and property	27,952	47,175	2,522	39,630
Miscellaneous	-	-	-	12,564
Total Revenues	**50,946**	**443,035**	**2,522**	**615,879**
Expenditures:				
Current:				
Safety	-	-	-	-
Development	-	-	-	-
Transportation	-	-	-	377,720
Capital outlay	93,626	470,119	-	46,645
Debt service:				
Principal retirement	20,727	-	-	-
Interest and fiscal charges	1,932	-	-	-
Total Expenditures	**116,285**	**470,119**	**-**	**424,365**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(65,339)	(27,084)	2,522	191,514
Other Financing Sources (Uses):				
Lease and subscription proceeds	60,360	-	-	-
Transfers in	3,182	-	-	-
Transfers out	-	(94,024)	-	(60,000)
Total Other Financing Sources (Uses)	**63,542**	**(94,024)**	**-**	**(60,000)**
Net Changes in Fund Balances	(1,797)	(121,108)	2,522	131,514
Fund balances (Deficits), Beginning of Fiscal Year	150,835	1,081,960	68,861	948,893
Fund Balances (Deficits), End of Fiscal Year	$ **149,038**	$ **960,852**	$ **71,383**	$ **1,080,407**

(Continued)

CITY OF DUARTE

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES (DEFICITS) NONMAJOR GOVERNMENTAL FUNDS (CONTINUED) FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	Special Revenue Funds			
	Housing Authority	Prop C Transit	PEG	Measure R LR Transit
Revenues:				
Assessments	$ -	$ -	$ -	$ -
Intergovernmental	-	467,564	-	350,563
Charges for services	-	-	27,920	-
Use of money and property	74,603	13,495	1,856	28,550
Miscellaneous	-	10,279	-	-
Total Revenues	**74,603**	**491,338**	**29,776**	**379,113**
Expenditures:				
Current:				
Safety	-	-	-	-
Development	20,596	-	-	-
Transportation	-	303,740	-	-
Capital outlay	-	38,164	4,788	377,929
Debt service:				
Principal retirement	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	**20,596**	**341,904**	**4,788**	**377,929**
Excess (Deficiency) of Revenues Over (Under) Expenditures	54,007	149,434	24,988	1,184
Other Financing Sources (Uses):				
Lease and subscription proceeds	-	-	-	-
Transfers in	-	-	-	-
Transfers out	-	(45,000)	-	(75,586)
Total Other Financing Sources (Uses)	**-**	**(45,000)**	**-**	**(75,586)**
Net Changes in Fund Balances	54,007	104,434	24,988	(74,402)
Fund balances (Deficits), Beginning of Fiscal Year	2,053,300	260,956	41,268	652,248
Fund Balances (Deficits), End of Fiscal Year	$ **2,107,307**	$ **365,390**	$ **66,256**	$ **577,846**

(Continued)

CITY OF DUARTE

**COMBINING STATEMENT OF REVENUES,
EXPENDITURES, AND CHANGES IN FUND BALANCES (DEFICITS)
NONMAJOR GOVERNMENTAL FUNDS (CONTINUED)
FOR THE FISCAL YEAR ENDED JUNE 30, 2024**

	Special Revenue Funds			
	Park Development	Measure W	Bicycle and Pedestrian	Low and Moderate Housing
Revenues:				
Assessments	$ -	$ -	$ -	$ -
Intergovernmental	29,944	253,566	45,085	-
Charges for services	-	-	-	-
Use of money and property	-	13,546	-	117,953
Miscellaneous	-	-	-	-
Total Revenues	**29,944**	**267,112**	**45,085**	**117,953**
Expenditures:				
Current:				
Safety	-	-	-	-
Development	-	148,276	-	8,120
Transportation	-	-	-	-
Capital outlay	91,266	14,348	45,085	-
Debt service:				
Principal retirement	-	-	-	-
Interest and fiscal charges	-	-	-	-
Total Expenditures	**91,266**	**162,624**	**45,085**	**8,120**
Excess (Deficiency) of Revenues Over (Under) Expenditures	(61,322)	104,488	-	109,833
Other Financing Sources (Uses):				
Lease and subscription proceeds	-	-	-	-
Transfers in	-	-	-	-
Transfers out	-	-	-	-
Total Other Financing Sources (Uses)	-	-	-	-
Net Changes in Fund Balances	(61,322)	104,488	-	109,833
Fund balances (Deficits), Beginning of Fiscal Year	(18,808)	342,985	-	4,100,079
Fund Balances (Deficits), End of Fiscal Year	$ **(80,130)**	$ **447,473**	$ **-**	$ **4,209,912**

(Continued)

CITY OF DUARTE

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES (DEFICITS) NONMAJOR GOVERNMENTAL FUNDS (CONTINUED) FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	Capital Project Funds		Infrastructure Debt Service Fund	Total Nonmajor Governmental Funds
	Inclusionary Housing	Community Improvement		
Revenues:				
Assessments	$ -	$ -	$ -	$ 1,016,214
Intergovernmental	-	1,208,426	-	4,256,868
Charges for services	-	-	-	27,920
Use of money and property	19,709	20,592	-	493,686
Miscellaneous	-	-	-	22,843
Total Revenues	**19,709**	**1,229,018**	**-**	**5,817,531**
Expenditures:				
Current:				
Safety	-	-	-	187,960
Development	-	-	-	1,521,154
Transportation	-	-	-	1,127,249
Capital outlay	-	1,658,146	-	2,948,007
Debt service:				
Principal retirement	-	-	165,750	186,477
Interest and fiscal charges	-	-	55,087	57,019
Total Expenditures	**-**	**1,658,146**	**220,837**	**6,027,866**
Excess (Deficiency) of Revenues Over (Under) Expenditures	19,709	(429,128)	(220,837)	(210,335)
Other Financing Sources (Uses):				
Lease and subscription proceeds	-	-	-	60,360
Transfers in	-	-	220,837	896,446
Transfers out	-	-	-	(707,771)
Total Other Financing Sources (Uses)	**-**	**-**	**220,837**	**249,035**
Net Changes in Fund Balances	19,709	(429,128)	-	38,700
Fund balances (Deficits), Beginning of Fiscal Year	538,092	811,851	-	13,278,748
Fund Balances (Deficits), End of Fiscal Year	$ **557,801**	$ **382,723**	$ **-**	$ **13,317,448**

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
STATE GASOLINE TAX
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 2,149,583	$ 2,149,583	$ 2,149,583	$ -
Resources (Inflows):				
Intergovernmental	618,200	618,200	621,249	3,049
Use of money and property	51,700	51,700	84,302	32,602
Amounts Available for Appropriations	2,819,483	2,819,483	2,855,134	35,651
Charges to Appropriations (Outflows):				
Transportation	795,000	955,000	445,789	509,211
Capital outlay	10,000	10,000	4,015	5,985
Transfers out	164,000	189,000	89,961	99,039
Total Charges to Appropriations	969,000	1,154,000	539,765	614,235
Budgetary Fund Balance, June 30	$ 1,850,483	$ 1,665,483	$ 2,315,369	$ 649,886

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
LIGHTING AND LANDSCAPING
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	**Final**	**Amounts**	**(Negative)**
Budgetary Fund Balance, July 1	$ 96,645	$ 96,645	$ 96,645	$ -
Resources (Inflows):				
Assessments	1,007,300	1,007,300	1,016,214	8,914
Transfers in	620,500	717,900	672,427	(45,473)
Amounts Available for Appropriations	1,724,445	1,821,845	1,785,286	(36,559)
Charges to Appropriations (Outflows):				
Development	1,334,200	1,490,600	1,336,265	154,335
Transfers out	343,200	343,200	343,200	-
Total Charges to Appropriations	1,677,400	1,833,800	1,679,465	154,335
Budgetary Fund Balance, June 30	$ 47,045	$ (11,955)	$ 105,821	$ 117,776

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
COMMUNITY DEVELOPMENT BLOCK GRANT
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance (Deficit), July 1	$ -	$ -	$ -	$ -
Resources (Inflows):				
Intergovernmental	148,000	148,000	111,773	(36,227)
Amounts Available for Appropriations	148,000	148,000	111,773	(36,227)
Charges to Appropriations (Outflows):				
Development	10,000	15,000	7,897	7,103
Capital outlay	18,000	113,000	103,876	9,124
Total Charges to Appropriations	28,000	128,000	111,773	16,227
Budgetary Fund Balance, June 30	$ 120,000	$ 20,000	$ -	$ (20,000)

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
SUPPLEMENTAL LAW ENFORCEMENT
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	**Final**	**Amounts**	**(Negative)**
Budgetary Fund Balance, July 1	$ -	$ -	$ -	$ -
Resources (Inflows):				
Intergovernmental	161,600	186,000	186,159	159
Use of money and property	1,400	2,300	1,801	(499)
Amounts Available for Appropriations	163,000	188,300	187,960	(340)
Charges to Appropriations (Outflows):				
Safety	163,000	188,300	187,960	340
Total Charges to Appropriations	163,000	188,300	187,960	340
Budgetary Fund Balance, June 30	$ -	$ -	$ -	$ -

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
AIR QUALITY MANAGEMENT DISTRIBUTION
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 150,835	$ 150,835	$ 150,835	$ -
Resources (Inflows):				
Intergovernmental	27,000	27,000	22,994	(4,006)
Use of money and property	3,400	3,400	27,952	24,552
Transfers in	-	-	3,182	3,182
Issuance of debt leases and subscriptions	-	-	60,360	60,360
Amounts Available for Appropriations	181,235	181,235	265,323	84,088
Charges to Appropriations (Outflows):				
Capital outlay	1,341	41,041	93,626	(52,585)
Debt service:				
Principal retirement	20,727	20,727	20,727	-
Interest and fiscal charges	1,932	1,932	1,932	-
Total Charges to Appropriations	24,000	63,700	116,285	(52,585)
Budgetary Fund Balance, June 30	$ 157,235	$ 117,535	$ 149,038	$ 31,503

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
MEASURE M
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 1,081,960	$ 1,081,960	$ 1,081,960	$ -
Resources (Inflows):				
Intergovernmental	433,100	433,100	395,860	(37,240)
Use of money and property	10,000	10,000	47,175	37,175
Amounts Available for Appropriations	1,525,060	1,525,060	1,524,995	(65)
Charges to Appropriations (Outflows):				
Capital outlay	240,000	539,199	470,119	69,080
Transfers out	48,000	108,000	94,024	13,976
Total Charges to Appropriations	288,000	647,199	564,143	83,056
Budgetary Fund Balance, June 30	$ 1,237,060	$ 877,861	$ 960,852	$ 82,991

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CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
QUIMBY ACT
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 68,861	$ 68,861	$ 68,861	$ -
Resources (Inflows):				
Use of money and property	1,600	1,600	2,522	922
Amounts Available for Appropriations	70,461	70,461	71,383	922
Budgetary Fund Balance, June 30	$ 70,461	$ 70,461	$ 71,383	$ 922

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
PROPOSITION A TRANSIT
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 948,893	$ 948,893	$ 948,893	$ -
Resources (Inflows):				
Intergovernmental	614,300	614,300	563,685	(50,615)
Use of money and property	28,000	28,000	39,630	11,630
Miscellaneous	21,000	21,000	12,564	(8,436)
Amounts Available for Appropriations	1,612,193	1,612,193	1,564,772	(47,421)
Charges to Appropriations (Outflows):				
Transportation	470,000	470,000	377,720	92,280
Capital outlay	47,000	47,000	46,645	355
Transfers out	50,000	50,000	60,000	(10,000)
Total Charges to Appropriations	567,000	567,000	484,365	82,635
Budgetary Fund Balance, June 30	$ 1,045,193	$ 1,045,193	$ 1,080,407	$ 35,214

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
HOUSING AUTHORITY
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 2,053,300	$ 2,053,300	$ 2,053,300	$ -
Resources (Inflows):				
Use of money and property	40,200	40,200	74,603	34,403
Amounts Available for Appropriations	2,093,500	2,093,500	2,127,903	34,403
Charges to Appropriations (Outflows):				
Development	133,900	133,900	20,596	113,304
Total Charges to Appropriations	133,900	133,900	20,596	113,304
Budgetary Fund Balance, June 30	$ 1,959,600	$ 1,959,600	$ 2,107,307	$ 147,707

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
PROPOSITION C TRANSIT
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 260,956	$ 260,956	$ 260,956	$ -
Resources (Inflows):				
Intergovernmental	509,600	509,600	467,564	(42,036)
Use of money and property	7,500	7,500	13,495	5,995
Miscellaneous	17,000	17,000	10,279	(6,721)
Amounts Available for Appropriations	795,056	795,056	752,294	(42,762)
Charges to Appropriations (Outflows):				
Transportation	376,600	380,600	303,740	76,860
Capital outlay	38,200	38,200	38,164	36
Transfers out	40,000	40,000	45,000	(5,000)
Total Charges to Appropriations	454,800	458,800	386,904	71,896
Budgetary Fund Balance, June 30	$ 340,256	$ 336,256	$ 365,390	$ 29,134

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
PEG
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 41,268	$ 41,268	$ 41,268	$ -
Resources (Inflows):				
Charges for services	33,000	33,000	27,920	(5,080)
Use of money and property	500	500	1,856	1,356
Amounts Available for Appropriations	74,768	74,768	71,044	(3,724)
Charges to Appropriations (Outflow):				
Capital outlay	-	10,000	4,788	5,212
Total Charges to Appropriations	-	10,000	4,788	5,212
Budgetary Fund Balance, June 30	$ 74,768	$ 64,768	$ 66,256	$ 1,488

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
MEASURE R LR TRANSIT
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 652,248	$ 652,248	$ 652,248	$ -
Resources (Inflows):				
Intergovernmental	382,200	382,200	350,563	(31,637)
Use of money and property	30,300	30,300	28,550	(1,750)
Amounts Available for Appropriations	1,064,748	1,064,748	1,031,361	(33,387)
Charges to Appropriations (Outflows):				
Capital outlay	415,000	415,000	377,929	37,071
Transfers out	83,000	83,000	75,586	7,414
Total Charges to Appropriations	498,000	498,000	453,515	44,485
Budgetary Fund Balance, June 30	$ 566,748	$ 566,748	$ 577,846	$ 11,098

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
PARK DEVELOPMENT
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	**Final**	**Amounts**	**(Negative)**
Budgetary Fund Balance (deficit), July 1	$ (18,808)	$ (18,808)	$ (18,808)	$ -
Resources (Inflows):				
Intergovernmental	564,000	564,000	29,944	(534,056)
Amounts Available for Appropriations	545,192	545,192	11,136	(534,056)
Charges to Appropriations (Outflow):				
Capital outlay	564,000	564,000	91,266	472,734
Total Charges to Appropriations	564,000	564,000	91,266	472,734
Budgetary Fund Balance (Deficit), June 30	$ (18,808)	$ (18,808)	$ (80,130)	$ (61,322)

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
MEASURE W
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 342,985	$ 342,985	$ 342,985	$ -
Resources (Inflows):				
Intergovernmental	250,000	250,000	253,566	3,566
Use of money and property	600	600	13,546	12,946
Amounts Available for Appropriations	593,585	593,585	610,097	16,512
Charges to Appropriations (Outflows):				
Development	230,000	230,000	148,276	81,724
Capital outlay	-	-	14,348	(14,348)
Total Charges to Appropriations	230,000	230,000	162,624	67,376
Budgetary Fund Balance, June 30	$ 363,585	$ 363,585	$ 447,473	$ 83,888

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
BICYCLE AND PEDESTRIAN
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	Budget Amounts			Variance with Final Budget Positive
	Original	Final	Actual	(Negative)
Budgetary Fund Balance, July 1	$ -	$ -	$ -	$ -
Resources (Inflows):				
Intergovernmental	40,000	40,000	45,085	5,085
Amounts Available for Appropriations	40,000	40,000	45,085	5,085
Charges to Appropriations (Outflow):				
Capital outlay	40,000	45,100	45,085	15
Total Charges to Appropriations	40,000	45,100	45,085	15
Budgetary Fund Balance (Deficit), June 30	$ -	$ (5,100)	$ -	$ 5,100

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
LOW AND MODERATE HOUSING
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	Budget Amounts			
	Original	**Final**	**Actual Amounts**	**Variance with Final Budget Positive (Negative)**
Budgetary Fund Balance, July 1	$ 4,100,079	$ 4,100,079	$ 4,100,079	$ -
Resources (Inflows):				
Use of money and property	98,900	98,900	117,953	19,053
Amounts Available for Appropriations	**4,198,979**	**4,198,979**	**4,218,032**	**19,053**
Charges to Appropriations (Outflows):				
Development	8,600	8,600	8,120	480
Total Charges to Appropriations	**8,600**	**8,600**	**8,120**	**480**
Budgetary Fund Balance, June 30	$ **4,190,379**	$ **4,190,379**	$ **4,209,912**	$ **19,533**

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
INCLUSIONARY HOUSING CAPITAL PROJECTS FUND
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 538,092	$ 538,092	$ 538,092	$ -
Resources (Inflows):				
Use of money and property	13,300	13,300	19,709	6,409
Amounts Available for Appropriations	551,392	551,392	557,801	6,409
Budgetary Fund Balance, June 30	$ 551,392	$ 551,392	$ 557,801	$ 6,409

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CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
COMMUNITY IMPROVEMENT CAPITAL PROJECTS FUND
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ 811,851	$ 811,851	$ 811,851	$ -
Resources (Inflows):				
Intergovernmental	4,967,000	4,967,000	1,208,426	(3,758,574)
Use of money and property	20,600	20,600	20,592	(8)
Amounts Available for Appropriations	5,799,451	5,799,451	2,040,869	(3,758,582)
Charges to Appropriations (Outflows):				
Capital outlay	4,988,000	4,988,000	1,658,146	3,329,854
Total Charges to Appropriations	4,988,000	4,988,000	1,658,146	3,329,854
Budgetary Fund Balance, June 30	$ 811,451	$ 811,451	$ 382,723	$ (428,728)

CITY OF DUARTE

BUDGETARY COMPARISON SCHEDULE
INFRASTRUCTURE DEBT SERVICE FUND
FOR THE FISCAL YEAR ENDED JUNE 30, 2024

	Budget Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
Budgetary Fund Balance, July 1	$ -	$ -	$ -	$ -
Resources (Inflows):				
Transfers in	220,900	220,900	220,837	(63)
Amounts Available for Appropriations	220,900	220,900	220,837	(63)
Charges to Appropriations (Outflows):				
Principal retirement	165,800	165,800	165,750	50
Interest and fiscal charges	55,100	55,100	55,087	13
Total Charges to Appropriations	220,900	220,900	220,837	63
Budgetary Fund Balance, June 30	$ -	$ -	$ -	$ -

Agenda Item: **10.E.**

AGENDA REPORT

MEETING DATE:	December 10, 2024
TO:	Mayor and Members of the City Council
FROM:	Craig Hensley, Community Development Director
BY:	Scott Nash, Associate Planner
SUBJECT:	Approval of a Professional Services Agreement with De Novo Planning Group for Preparation of an Initial Study and Mitigated Negative Declaration for a Residential Project located at 1404-1414 Royal Oaks Drive
RECOMMENDATION:	That the City Council authorize the City Manager to sign a Professional Services Agreement with De Novo Planning Group for the preparation of environmental documentation for the subject property
FISCAL IMPACT:	No fiscal impact. All costs associated with the contract with De Novo Planning Group will be funded by the property owner. City Staff time to manage the contract and process the entitlement applications will be covered by application fees

BACKGROUND

Shuorung Properties LLC is currently the owner of two large single-family properties located a 1404 and 1414 Royal Oaks Drive, and has submitted an application for the demolition of two existing single-family residences and the development of 11 townhomes. The required process to consider this request includes a: General Plan Amendment, a Zone Change, and a California Environemental Quality Act (CEQA) initial study assumed to be a Mitigated Negative Declaration or Negative Declaration. For projects requiring detailed environmental review, the City typically hires a consultant to complete the CEQA initial study and the resulting CEQA document. The applicant is responsible for all costs associated with the project including City overhead.

Approval of the De Novo Planning Group services agreement for the preparation of CEQA documentation is not an acknowledgement that the City Council will approve the proposed project or that the City might not seek changes to the plan. Instead, this approval allows the completion of the CEQA documentation needed in order to consider the proposed entitlements.

DISCUSSION/ANALYSIS

The applicant, Shuorung Properties LLC , and City Staff discussed the best options for selection of the environmental consultant. De Novo Planning Group was selected based on the firm's proven success in preparing defensible environmental documents, the estimated speed and efficiency in completing the required CEQA documents, and a positive reputation with other cities and colleagues. This reputation paired with a fair price and quick turnaround, make De Novo Planning Group a strong choice for this project.

The environmental review by De Novo Planning Group will include the preparation of technical studies and an Initial Study in order to determine the appropriate environmental clearance document, assumed to be a Mitigated Negative Declaration. The total maximum contract cost is $67,725. The applicant/owner will be responsible for the cost of the De Novo Planning Group contract and for the application fees that are intended to cover City Staff costs. Prior to the De Novo Planning Group beginning work on the project, the applicant will be required to submit a deposit for the full cost of the professional services agreement.

When the environmental is completed and properly noticed, the project will be scheduled for public hearing before the Planning Commission and City Council to take action on the: environmental; Zone Change; General Plan Amendment; Tentative Tract Map; and Site Plan and Design Review.

RECOMMENDATION

That the City Council authorize the City Manager to sign a Professional Services Agreement with De Novo Planning Group for the preparation of environmental documentation for the subject property.

FISCAL IMPACT

No fiscal impact. All costs associated with the contract with De Novo Planning Group will be funded by the property owner. City Staff time to manage the contract and process the entitlement applications will be covered by application fees.

ATTACHMENTS

Professional Services Agreement with De Novo Planning Group with proposal attached

Fiscal Review:

Kristen Petersen
Assistant City Manager/
Director of Administrative Services

Reviewed and Approved:

Brian Villalobos
City Manager

CITY OF DUARTE
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("**Agreement**") is made and effective as of December 11, 2024 ("**Effective Date**"), by and between the City of Duarte ("**City**"), and De Novo Planning Group, ("**Consultant**"). City and Consultant may sometimes herein be referred to individually as a "**Party**" and collectively as the "**Parties**." In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS

The City wishes to engage the services of Consultant to contract planning and environmental services to assist in the preparation of documentation pursuant to the California Environmental Quality Act (CEQA) for the 1404 Royal Oaks Project**,** as described further in this Agreement. Consultant wishes to provide all such services and has the necessary expertise and competency to provide such services.

2. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until December 31, 2025, or until the tasks listed in the Scope of Services are completed, whichever is later, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the Parties.

3. SERVICES AND PERFORMANCE

A. In compliance with all terms and conditions of this Agreement, Consultant shall provide services to prepare an Initial Study/Mitigated Negative Declaration for the 1404 Royal Oaks Project as described in the "**Scope of Services**," which is attached hereto and incorporated herein by this reference as <u>Exhibit A</u>. The services may be referred to herein as the "**Services**" or "**Work**." In the event of any inconsistency between the terms of <u>Exhibit A</u> and this Agreement, the terms of this Agreement shall govern.

B. As a material inducement to City entering into this Agreement, Consultant represents and warrants that Consultant is a provider of first-class work and services, and Consultant is experienced in performing the type of work and services contemplated herein. The minimum standard of care for all professional services performed or furnished by Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant represents that the Services will be performed by Consultant or under its direct supervision, and that all personnel engaged in such Work shall be fully qualified and shall be authorized and permitted under applicable Federal, State, and local law to perform such Work. Consultant shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance of the Services and as required by law

C. The experience, knowledge, capability, and reputation of Consultant, its principals, and employees were a substantial inducement for City to enter into this Agreement. Therefore, without the prior written approval of City, which may be given or withheld at City's sole and absolute discretion, Consultant shall not (i) contract with any other entity to perform in whole or in part the Services required hereunder; or (ii) transfer, assign, convey, or encumber (voluntarily or by operation of law) any or all of this Agreement.

D. Consultant shall obtain and maintain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Services required by this Agreement prior to the commencement of Services. Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Consultant's performance of the Services, and shall indemnify, defend, and hold harmless City and its elected and appointed officials, boards, members, officers, agents, representatives, employees, and volunteers ("**City Personnel**") against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City related to the Services.

E. Consultant shall provide all Services rendered hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of City and any Federal, State, or local governmental agency having jurisdiction in effect at the time Service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included, and this Agreement shall be read and enforced as though they were included.

F. Consultant shall assume all costs arising from the use of patented or copyrighted materials, including, but not limited to, equipment, devices, processes, and software programs, used or incorporated in the Services or Work performed by Consultant under this Agreement. Pursuant to Paragraph 7, Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold City and City Personnel harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

G. Consultant shall not subcontract the performance of any of the Services without the prior written approval of City.

H. The Parties have determined that prevailing wage laws do not apply to this Agreement because the Services do not include construction, alteration, demolition, installation, or repair work or are otherwise exempt under California's prevailing wage laws (California Labor. Code section 1720 et seq.). Notwithstanding the foregoing, it is agreed by the Parties that, in connection with performance of the Services, including, without limitation, any and all "public works" (as defined by applicable law), Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of California Labor Code section 1781, as the same may be amended from time to time, and/or any other similar law. Pursuant to Paragraph 7, Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold City and City Personnel harmless from and against any liability, loss, damage, cost, or expenses (including but not limited to reasonable attorneys' fees, expert witness fees, court costs, and costs incurred related to any inquiries or proceedings) arising from or related to (i) the noncompliance by Consultant or any party performing the Services of any applicable local, State, and/or Federal law, including, without limitation, any applicable Federal and/or State labor laws (including, without limitation, the requirement to pay State prevailing wages and hire apprentices); (ii) the implementation of California Labor Code section 1781, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by Consultant or any party performing the Services on Consultant's behalf to provide any required disclosure or identification as required by California Labor Code section 1781, as the same may be amended from time to time, or any other similar law.

4. MANAGEMENT

City's Community Development Director shall represent City in all matters pursuant to the administration of this Agreement and review the Services performed by Consultant. The City Manager shall have the authority, subject to the limitations set forth in Paragraph 5, to enlarge the Scope of Services or increase the compensation due to Consultant. Consultant's official representative in the administration of this Agreement shall be Starla Barker, who shall have the authority to make all decisions for Consultant and bind Consultant to the terms of this Agreement.

5. COMPENSATION

A. City agrees to pay Consultant an amount not to exceed **$67,725**, based on the Scope of Services set forth in Exhibit A. With written approval from the City, a contingency may be added to the maximum contract amount if there are unforeseen issues that require additional work.

B. Consultant shall not be compensated for any Services rendered in connection with its performance of this Agreement that are in addition to those set forth herein, unless such additional services are authorized in advance, and in writing, by the City Manager. Consultant shall be compensated for any additional services in the amounts and in the manner as agreed to by City Manager and Consultant at the time City's written authorization is given. Unless otherwise agreed to by the Parties in writing, all provisions in this Agreement applicable to Consultant's performance of the Services shall also apply to any additional services.

C. Consultant shall be paid monthly and shall submit monthly invoices/reports to City, within ten (10) days following the end of each month, showing actual Services performed. Invoices shall include billings for all charges, including authorized direct costs incurred by Consultant during the month covered by the invoice. Consultant shall be paid on the next regular Council warrant after all required paperwork is submitted. If City disputes whether Consultant has earned its fee or any portion, City shall give written notice to Consultant within thirty (30) days of receipt of Consultant's monthly invoice/report stating the basis for such dispute.

6. SUSPENSION OR TERMINATION OF AGREEMENT

A. City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving written notice upon Consultant. Upon receipt of said notice, Consultant shall immediately cease all Work under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this subparagraph (A), Consultant shall submit a final invoice/report to City pursuant to Paragraph 4, and City shall be entitled to receive a return of the fee paid to Consultant, or portion thereof, if the reason for the termination is failure by Consultant to have timely performed the Services set forth in Exhibit A. In City's sole and absolute discretion, prior to effecting a suspension or termination pursuant to this subparagraph (A), City may first serve upon Consultant a written notice of the default specifying the default and the amount of time that Consultant shall have to cure, correct, or remedy the default. If Consultant fails to cure the default within the specified period of time, City shall have the right to immediately terminate this Agreement pursuant to this subparagraph (A). Notwithstanding any other provision of this Agreement to the contrary, City's termination of this Agreement pursuant to this subparagraph (A) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.

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

7. RECORDS AND OWNERSHIP OF DOCUMENTS

A. Consultant shall maintain complete and accurate records with respect to costs, expenses, receipts, and other such information required by City that relate to the performance of Services under this Agreement. Consultant shall maintain adequate records of Services provided in sufficient detail to produce an evaluation of Services. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Consultant shall provide free access to the representatives of City or its designees at reasonable times to such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement. Such records, together with supporting documents, shall be maintained for a period of six (6) years after receipt of final payment.

B. Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, computer files, surveys, notes, and other documents prepared in the course of providing the Services to be performed pursuant to this Agreement ("**Work Product**") shall become the sole property of City and may be used, reused, or otherwise disposed of by City without the permission of Consultant. Consultant shall provide such items to City promptly upon completion of this Agreement. City acknowledges that such Work Product is not intended or represented to be suitable for use unless completed by Consultant, or for use or reuse by City or others on extensions of the Services or Work under this Agreement, or for any other use or purpose, without written verification or adaptation by Consultant. Any such use, reuse, or any modification of the Work Product, without written verification, completion, or adaptation by Consultant, as appropriate for the specific purpose intended, will be at City's sole risk and without liability or legal exposure to Consultant or to its officers, directors, members, partners, agents, employees, and consultants.

C. Any information gained by Consultant in the performance of this Agreement shall be considered confidential and such information and the reports, records, documents, and other materials prepared by Consultant in the performance of Services under this Agreement shall not be released publicly or to any other client of Consultant without the prior written approval of the City Manager.

8. INDEMNIFICATION

A. To the fullest extent permitted by law, except as set forth in subparagraph (B), Consultant shall indemnify, defend (with legal counsel acceptable to City), and hold harmless City and City Personnel from and against any and all claims, actions, suits, claims, demands, judgments, attorneys' fees, costs, damages, losses, penalties, obligations, expenses, or liabilities ("**Claims**") that may be asserted or claimed by any person or entity arising out of, or pertaining to, Consultant's negligence, recklessness, or willful misconduct, whether or not there is concurrent active or passive negligence on the part of City and/or any City Personnel, but excluding any Claims arising from the sole negligence or willful misconduct of City or any City Personnel. Consultant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorneys' fees incurred in connection therewith. Consultant shall promptly pay any judgment rendered against City or any City Personnel for any such claims or liabilities. In the event City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such Claims arising out of or in connection with the Work being performed or Services being provided under this Agreement, Consultant shall pay to City any and all costs and expenses incurred by City or City Personnel in such action or proceeding, together with reasonable attorneys' fees and expert witness fees. Consultant's duty to defend shall consist of reimbursement of defense costs incurred by City in direct proportion to the Consultant's proportionate percentage of fault. Consultant's percentage of fault shall be determined, as applicable, by a court of law, jury, or arbitrator. In the event any loss, liability, or damage is incurred by way of settlement or resolution without a court, jury, or arbitrator having made a determination of Consultant's percentage of fault, the Parties agree to mediation with a neutral third-party to determine Consultant's proportionate percentage of fault for purposes of determining the amount of indemnity and defense cost requirement owed to City.

B. The provisions of this subparagraph (B) apply only if Consultant is a "design professional" within the meaning of California Civil Code section 2782.8(c). If Consultant is a "design professional," within the meaning of Section 2782.8(c), then notwithstanding subparagraph (A), to the fullest extent permitted by law (including, without limitation, California Civil Code sections 2782 and 2782.6), Consultant shall defend (with legal counsel acceptable to City), indemnify, and hold harmless City and City Personnel from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of Consultant, any sub-consultant, subcontractor, or any other person directly or indirectly employed by them, or any person that any of them control, arising out of Consultant's performance of any task or Service for or on behalf of City under this Agreement. Such obligations to defend, hold harmless, and indemnify City or any City Personnel, shall not apply to the extent that such Claims are caused, in part, by the sole negligence or willful misconduct of City or City Personnel. Consultant's cost to defend City and/or City Personnel against any such Claim shall not exceed Consultant's proportionate percentage of fault with respect to that Claim; however, pursuant to California Civil Code section 2782.8(a), in the event that one or more of the defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, Consultant shall meet and confer with City (and, if applicable, other parties) regarding any unpaid defense costs. To the extent Consultant has a duty to indemnify City or any City Personnel under this subparagraph (B), Consultant shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from Consultant's negligence, recklessness, or willful misconduct.

9. INSURANCE

Without limiting Consultant's indemnification obligations of City as set forth in this Agreement, and prior to the commencement of Work, Consultant shall obtain, provide, and maintain, at its own expense, during the entire term of this Agreement including any extension thereof, policies of insurance of the type and amounts described in Exhibit B and in a form satisfactory to City.

A. No Work or Services under this Agreement shall commence until Consultant has provided City with Certificates of Insurance evidencing the required insurance coverages and said Certificates of Insurance are reasonably approved by City. Certificates are to reflect that the insurer will provide thirty (30) days' written notice to City of any cancellation of coverage. In the event any of said policies of insurance are reduced in limits or canceled for any reason, Consultant shall, prior to the cancellation date, submit new evidence of insurance.

B. The provisions of any workers' compensation or similar law will not limit the obligations of Consultant under this Agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials, and agents.

C. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the Work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right to monitor the handling of any such claim or claims if they are likely to involve City.

D. The City's Director of Administrative Services shall have the authority to adjust or amend the insurance requirements in Exhibit B of this Agreement so long as such amendment or adjustment is agreed to in writing by the Parties.

10. INDEPENDENT CONTRACTOR

A. Consultant is and shall at all times remain as to City a wholly independent contractor. The personnel performing the Services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Neither City nor any of its officers, officials, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner.

B. No City-provided employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Consultant for performing Services hereunder for City. City shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing Services hereunder.

11. NO UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Consultant, or from any officer, employee, or agent of Consultant, in connection with the award of this Agreement or any Work to be conducted as a result of this Agreement. Consultant further warrants that it has not employed or retained any company or person other than a bona fide employee working for Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from this Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

12. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for Work to be performed in connection with the Services performed under this Agreement.

13. COVENANT AGAINST DISCRIMINATION

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

14. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

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

15. NOTICES

Any notices which either Party may desire to give or may be required to give to the other Party under this Agreement must be in writing and may be given either by (a) personal service; (b) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery; (c) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the Party as set forth below or at any other address as that Party may later designate by notice; or (d) e-mailing the notice to the e-mail addresses as set forth below:

If to City:	City of Duarte Craig Hensley, Community Development Director 1600 Huntington Drive Duarte, California 91010
If to Consultant:	De Novo Planning Group Attn: Starla Barker, Principal Planner 180 E. Main Street, Suite 108 Tustin, CA 92780

16. GOVERNING LAW; ATTORNEYS' FEES; LITIGATION MATTERS

The internal laws of the State of California, without regard to principles of conflicts of laws, shall govern the interpretation of this Agreement. In addition to any other rights or remedies, either Party may take legal action, in law or in equity, to cure, correct, or remedy any default, to recover damages for any default, to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purposes of this Agreement. Notwithstanding anything in this Agreement to the contrary, in no event shall Consultant be entitled to economic or consequential damages or to punitive damages. In the event of any litigation arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other related expenses. The Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the Parties concerning this Agreement. Service of process on City shall be made in the manner required by law for service on a public entity. Service of process on Consultant shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

17. RIGHTS AND REMEDIES ARE CUMULATIVE; WAIVER

A. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

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

18. SEVERABILITY

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

19. INTERPRETATION; ENTIRE AGREEMENT

The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, relating to the obligations of the Parties described in this Agreement, are merged into this Agreement and shall be of no further force or effect.

20. CONFLICTS OF INTEREST

Consultant represents, warrants, and covenants that he, she, or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant further agrees that while this Agreement is in effect, Consultant shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Consultant's obligations and responsibilities under this Agreement. Consultant acknowledges that pursuant to the provisions of the Political Reform Act (California Government Code section 87100 et seq.), City may determine Consultant to be a "consultant" as that term is defined by the Political Reform Act. In the event City makes such a determination, Consultant agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Consultant further agrees to require any other person doing Work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

21. NO THIRD-PARTY BENEFICIARIES

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

22. PARAGRAPH HEADINGS AND SUBHEADINGS

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

23. COUNTERPARTS

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

24. EXECUTION OF CONTRACT

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

25. CITY MANAGER AUTHORITY

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

[Signatures on following page.]

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

CITY OF DUARTE	**CONSULTANT**
	De Novo Planning Group
______________________________	By: ______________________________
Brian Villalobos, City Manager	Its: ______________________________
Date: ______________________________	Date: ______________________________

ATTEST

____
City Clerk

Date: ______________________________

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

____
City Attorney, City of Duarte

Date: ______________________________

<u>EXHIBIT A</u>

Scope of Services

EXHIBIT B

Insurance Requirements

A. Insurance Required

(1) Commercial General Liability insurance in an amount not less than $1,000,000 per occurrence, $2,000,000 general aggregate, for bodily injury, personal injury, and property damage.

(2) Automobile Insurance covering bodily injury and property damage for all activities of Consultant arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned, or rented vehicles in an amount not less than $1,000,000 combined single limit for each accident.

(3) Workers' Compensation Insurance providing statutory benefits as required by California law.

(4) Employer's Liability Insurance with limits in an amount not less than $1,000,000.

(5) Professional Liability or Errors and Omissions Insurance designed to protect against acts, errors, or omissions of Consultant and "Covered Professional Services" as designated in the policy must specifically include work performed under this Agreement. The policy limit shall be no less than $1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the Effective Date of this Agreement, and Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the Services required by this Agreement.

B. All insurance policies required hereunder, except the workers' compensation insurance, shall comply with the following requirements:

(1) All insurance shall be written by insurers that are admitted and licensed to do business in the State of California and with A.M. Best's rating of A- or better and a minimum financial size VII in accordance with the latest edition of Best's Key Rating Guide.

(2) The policies shall be endorsed to name City and its officers, officials, employees, agents, and volunteers as additional insureds.

(3) All of Consultant's insurance: (i) shall contain no special limitations on the scope of protection afforded to the additional insureds; (ii) shall be primary insurance and any insurance or self-insurance maintained by the additional insureds or any of them shall be in excess of Consultant's insurance and shall not contribute with it; (iii) shall be "occurrence" rather than "claims made" insurance; (iv) shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability; (v) shall prohibit Consultant from waiving the right of subrogation prior to a loss except for professional liability;

and (vi) shall not contain any provision or definition that would serve to eliminate so-called “third party action over” claims, including any exclusion for bodily injury to an employee of the insured.

(4) City reserves the right at any time during the term of this Agreement to change the amounts and types of insurance required by giving Consultant ninety (90) days’ advance written notice of such change.

C. Consultant shall renew the required coverage annually as long as City or its employees or agents face an exposure from Consultant’s operations pursuant to this Agreement. Termination of this obligation shall survive the termination or expiration of this Agreement and shall not be effective until City executes a written statement to that effect.

August 1, 2024

City of Duarte
Attn: Scott Nash, Associate Planner
1600 Huntington Drive
Duarte, California 91010
Via email: snash@accessduarte.com

SUBJECT: Proposal to Prepare an Initial Study/(Mitigated) Negative Declaration for the 1404 Royal Oaks Project

Dear Mr. Nash,

De Novo Planning Group (De Novo) is pleased to submit this proposal to prepare environmental documentation pursuant to the California Environmental Quality Act (CEQA) for the 1404 Royal Oaks Project.

Our Team, led by Starla Barker, AICP, Principal Planner is comprised of professionals with expertise in preparing technical studies and environmental analysis for CEQA compliance projects. Starla and the De Novo Planning team have experience preparing environmental compliance documentation throughout southern California. As Principal Planner, Starla will serve as the Project Manager and be the primary day-to-day contact for the City. This Principal-level attention to each detail of the project ensures a high-quality work product as well as continuity throughout the project.

It is our understanding that the applicant is proposing a General Plan Amendment and Zone Change for the development of 11 townhomes. The environmental review will include the preparation of technical studies and an Initial Study in order to determine the appropriate environmental clearance document, assumed to be a Mitigated Negative Declaration or Negative Declaration.

We appreciate the opportunity to provide a proposal to prepare CEQA services for the 1404 Royal Oaks Project and are available to begin the work program immediately. We welcome the opportunity to discuss the work program in greater detail. Please do not hesitate to contact Starla Barker at (949) 396-8193 or at sbarker@denovoplanning.com if you have any questions or would like additional information.

Sincerely,

Starla Barker

DE NOVO PLANNING GROUP
Starla Barker, AICP, Principal Planner

SCOPE OF WORK

The requested work effort will involve preparation of technical studies and an Initial Study to determine the appropriate CEQA clearance for the Project; a work program has been provided for preparation of a Mitigated Negative Declaration (MND).

We have prepared the following work plan in response to the City's request and our experience preparing environmental clearance documents and associated technical studies.

TASK 1 PROJECT KICKOFF AND PROJECT DESCRIPTION

1.1 Project Kickoff Meeting

The De Novo team will meet with City staff to kick-off the Project, including agreeing upon a schedule for completion of the project, with clear deadlines and specific action items identified for each task. This meeting is assumed to be held virtually. It is anticipated that this meeting will serve to acquaint the team with the Project and discuss the work program. Prior to the meeting, De Novo will provide an agenda with detailed discussion items based on our understanding of the Project and a list of data needs. Following the meeting, meeting minutes and action items will be summarized in a memorandum and distributed to the team. Upon receipt of the detailed Project information, De Novo will draft a preliminary Project Description for review and approval by City staff.

1.2 Project Description

The Project Description is a critical element of the environmental document and establishes the foundation for the technical analysis. The Project Description will detail the Project location and environmental setting, Project characteristics (construction and operation), discretionary actions, and required permits and approvals based on available information. Exhibits will identify the regional and local site vicinity. Project plans and details, provided by the City, will also be graphically depicted and referenced. De Novo will submit the Project Description to the City for review and approval. We have assumed that no modifications to the Project Description will occur after approval by the City. Once finalized, the Project Description will be incorporated into the Draft Initial Study (refer to Task 2).

<u>Task 1 Deliverables</u>:

- One (1) electronic copy of the Kickoff Meeting Agenda and Minutes
- One (1) electronic copy of the Schedule (with updates as needed)
- One (1) electronic copy of the Draft and Final Project Description

TASK 2 PREPARATION OF TECHNICAL STUDIES

2.1 Peer Review of Arborist Report

The De Novo team includes South Environmental to conduct a professional peer review of the Arborist Report for CEQA adequacy and compliance to support the environmental analysis in the MND.

South Environmental will review the arborist report prepared by another consultant in consideration of compliance with all applicable state and local laws and regulations, as well as current professional standards and best practices. The peer review deliverable will include a PDF mark-up of the report as well as preparation of a brief memorandum of findings that will include a bulleted list of comments broken down by individual section/page number. The peer review will conclude with a summary that highlights any issues identified in the report and recommendations for moving forward. No supplemental background research, survey, or study will be completed as part of the peer review. Should additional research or tasks be identified, South Environmental will include appropriate recommendations in the peer review memorandum. After incorporating one round of comments from the City, a final version of the memo will be submitted electronically in PDF.

This scope of work assumes that any necessary revisions or expansions to the above-referenced report will be completed by the report preparers, and the costs will be borne by the Applicant.

2.2 Air Quality, Energy, and Greenhouse Gas Emissions

De Novo will utilize our in-house environmental scientists to prepare an Air Quality analysis for this Project. The analysis will be prepared consistent with South Coast Air Quality Management District (SCAQMD) and State and federal guidelines using the latest version of CalEEMod software. The analysis will include a comparison of the proposed Project's operational emissions with SCAQMD's air quality thresholds of significance for criteria pollutants, consistent with SCAQMD's Guidance for Assessing and Mitigating Air Quality Impacts; construction air quality modeling is not anticipated. De Novo will also analyze the potential for health risk and odor impacts on nearby receptors; this task does not include preparation of a Health Risk Assessment (HRA), since preparation of an HRA is not anticipated to be appropriate for this Project. The discussion will include the methodology for calculating emissions, an analysis of the proposed Project's air quality impacts, a cumulative impact analysis, and a discussion of feasible mitigation measures that should be implemented to reduce impacts on air quality, as appropriate. De Novo will also analyze the potential for odor impacts on nearby receptors.

De Novo will utilize our in-house environmental scientists to prepare an analysis and quantification of Project energy usage, consistent with the requirements of the most recent version of CEQA Guidelines Appendix G. The analysis will provide disclosure of the Project's estimated energy consumption associated with long-term operations and transportation. Further, consistent with the applicable statutes and guidelines, De Novo will analyze the Project's potential for wasteful, inefficient, and unnecessary consumption of energy, and will also analyze whether the Project would conflict with or obstruct a State or local plan for renewable energy or energy efficiency.

De Novo's in-house environmental scientists will prepare a Greenhouse Gas Emissions analysis pursuant to the requirements of Executive Order S-3-05, The Global Warming Solutions Act of 2006 (AB 32), and The California Global Warming Solutions Act of 2016: emissions limit (SB 32). The analysis will follow the California Air Pollution Control Officers Association (CAPCOA) white paper methodology and recommendations presented in Climate Change & CEQA, which was prepared in coordination with the California Air Resources Board and the Governor's Office of Planning and Research as a common platform for public agencies to ensure that GHG emissions are appropriately considered and addressed under CEQA. The analysis will meet all of the requirements of CEQA Guidelines Section 15064.4. This analysis will consider both a local and a regional approach toward determining whether GHG emissions are significant, and will present mitigation measures to reduce impacts, consistent with the guidance and significance thresholds provided by the SCAQMD, as applicable. The discussion and analysis will include quantification of GHGs generated by the Project using the latest version of the CalEEMod computer model as well as a quantitative analysis of the Project's consistency with any applicable State and local plans.

The analysis will be integrated into the Initial Study and will not include a standalone report.

2.3 Cultural Resources

De Novo has teamed with South Environmental to prepare the Cultural Resources Report.

Cultural Resources Records Search. South Environmental will conduct a California Historical Resources Information System (CHRIS) records search of the Project site and a 0.5-mile radius around the Project site at the South Central Coastal Information Center (SCCIC), which houses cultural records for Los Angeles County. The purpose of a records search is to identify any previously recorded cultural resources; review historical maps of the Project site; review the Archaeological Determinations of Eligibility lists; 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. To expedite results, we will conduct this search in-person and assume the direct costs associated with the records search will not exceed $800.

Native American Coordination. South Environmental will contact the California Native American Heritage Commission (NAHC) for a review of their Sacred Lands File. The NAHC will determine if any NAHC-listed Native American sacred lands are located within or adjacent to the Project site. In addition, the NAHC will provide a list of Native American contacts for the Project that they believe should be contacted for additional information. South Environmental will prepare and email a letter to each of the NAHC-listed contacts, requesting that they contact us if they know of any Native American cultural resources within or immediately adjacent to the Project area. South Environmental will also conduct follow-up outreach to non-responsive contacts.

Cultural Resources Survey. A South Environmental cross-trained cultural resources specialist will conduct the archaeological and historic built environment surveys concurrently. As part of the built environmental survey, South Environmental will survey the exterior portions of all accessible existing buildings over 45 years old within the project site, taking detailed notes and photographs. As part of the archaeological survey, South Environmental will conduct a reconnaissance-level survey of any portions of the project site with exposed ground surface. Given the heavily developed nature of the project sites, we assume the archaeological 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.

Historic Property Evaluation. South Environmental will complete a historic significance evaluation for the property at 1404 Royal Oaks Drive, as it contains buildings constructed over 45 years ago and requires assessment to determine if it should be considered a historical resource under CEQA. The property will be evaluated in consideration of California Register of Historical Resources (CRHR) designation criteria and any applicable local criteria. This may include accessing local libraries, archives, and contacting relevant historical societies. South Environmental will also review all available building permits and construction documents to determine the nature and extent of alterations made to the property over time. The property will be evaluated on the required State of California Department of Parks and Recreation Series 523 Forms (DPR forms) and included as an appendix to the Cultural Resources Report.

Cultural Resources Report. South Environmental will prepare a cultural resources technical report that will summarize the results of the records search, NAHC Sacred Lands File search, survey, historic resource evaluations, 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.

South Environmental will provide an electronic copy (PDF) of the draft report, delivered by email, after completion of the report. After incorporating one round of compiled and complete comments, a final version of the report will be submitted electronically in PDF form.

2.4 Paleontological Resources

De Novo has teamed with South Environmental to prepare the Paleontological Resources Report.

Records Search. South Environmental will request a paleontological resources records search from the Natural History Museum of Los Angeles County (NHMLAC), which houses paleontological 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. It is assumed that the direct costs associated with the records search will not exceed $400.

Paleontological Resources Assessment Report. Upon receipt of the NHMLAC search results, South Environmental will prepare a paleontological resources assessment report. The report will include the regulatory and geologic settings, results of the records search, a geologic map with paleontological sensitivity overlain, and recommendations for additional study, if warranted. The results of the records search and preparers' qualifications will be appended to the report.

South Environmental will provide an electronic copy (PDF) of the draft report, delivered by email, after completion of the report. After incorporating one round of compiled and complete comments, a final version of the report will be submitted electronically in PDF form.

2.5 Noise

The De Novo team includes MD Acoustics (MD) to prepare the noise study. MD will review plans and relevant Project information, from an acoustical standpoint and will perform one (1) 24-hour noise measurement at the site to document baseline conditions. MD will coordinate with the Team to provide access to the site and determine the best location for noise measurements. Utilizing a version of the FHWA Noise Prediction Model, the roadway noise impacts resulting from the Project will be determined and compared to the City's noise standards. MD will utilize SoundPlan noise modeling software to calculate the stationary noise impacts from the Project site to the adjacent uses. Noise would include potential operations from operating HVAC equipment. Utilizing the FHWA Construction Noise Model, short-term construction noise and vibration impacts for the Project during construction activities will be determined. The exterior noise impact to the surrounding adjacent properties will be assessed and mitigation measures to alleviate any potential significant noise impact will be identified, if necessary. The results of the analysis will be summarized in a noise impact study that will address the exterior noise impacts to and from the Project site for both short-term and long-term noise impacts and provide recommendations. In addition, the noise study will evaluate the estimated noise impacts and recommended mitigation measures. This scope of work assumes one round of comments from the City

Task 2 Deliverables:

- One (1) electronic copy of the Draft and Final Arborist Report Peer Review Memorandum
- One (1) electronic copy of the Draft and Final Cultural Resources Report
- One (1) electronic copy of the Draft and Final Paleontological Resources Assessment
- One (1) electronic copy of the Draft and Final Noise Study

TASK 3 PREPARE ADMINISTRATIVE DRAFT INITIAL STUDY

De Novo will prepare an Administrative Draft Initial Study for review by the City. For the analysis, we will utilize the detailed project description developed after the kickoff meeting. The contents of the Administrative Draft Initial Study will be consistent with all applicable provisions of CEQA and the CEQA Guidelines, as follows:

3.1 Introduction

The Introduction will cite the provisions of CEQA and the CEQA Guidelines for which the proposed Project is subject. This section will identify the purpose of the study and statutory authority, and include a summary of the Initial Study format, and a listing of responsible and trustee agencies and documentation incorporated by reference.

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, if applicable. 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. If applicable, recommended mitigation measures will comply with CEQA requirements in terms of effectiveness and feasibility. Where alternative mitigation measures are available to address a specific impact, the study will include a recommended measure and discuss the reason(s) for selecting a particular measure over other alternative measures.

A. Aesthetics

The Project site is comprised of two existing single-family residences. Visual impacts from potential construction activities will be discussed and evaluated. The Project proposes to demolish the existing single-family residences and construct 11 townhomes. The analysis will focus on whether the proposed Project would conflict with applicable zoning and other regulations governing scenic quality. 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 Project site and surrounding area will be qualitatively discussed.

B. Agriculture and Forestry Resources

The Project site and surrounding area are identified by the California Important Farmland Mapper as Urban and Built-Up Land. The Project site is zoned R-1 by the City of Duarte Zoning Map and is not zoned for agricultural or forestry use. It is anticipated the analysis will demonstrate the Project would not conflict with existing zoning for agricultural use or a Williamson Act contract, conflict with existing zoning or cause rezoning of forest land or the loss of forest land, or result in changes in the environment that could potentially result in the conversion of farmland to non-agricultural use or forest land to non-forest use.

C. Air Quality

This section will consist of the Air Quality Assessment referenced in Task 2.2.

D. Biological Resources

This section will incorporate the findings of the Arborist Report and Peer Review referenced in Task 2.1. The Project area is not located in an area that is biologically sensitive for protected species or their habitats, near or within waterways, or within a habitat conservation plan.

E. Cultural Resources

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

<u>Assembly Bill 52 of 2014 (AB 52) Consultation Assistance</u>. De Novo, will assist the City of Duarte with Native American government-to-government consultation in accordance with AB 52. The De Novo team will draft letters for those Tribes that have previously requested notification from the City regarding projects within the City's jurisdiction and within the Tribe's traditional use area. De Novo will mail the letters via Certified Mail and also send via email. As Lead Agency, the City will be responsible for coordinating and responding to any requests for consultation. De Novo will participate in consultation meetings along with the City. These meetings are assumed to occur via conference call and a maximum of two (2) hours have been assumed for budgeting purposes.

F. Energy

This section will incorporate the findings of the Energy analysis referenced in Task 2.2.

G. Geology/Soils

Utilizing existing resources from the City, 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. 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.

H. Greenhouse Gas Emissions

This section will incorporate the findings of the Greenhouse Gas Emissions analysis referenced in Task 2.2.

I. Hazards and Hazardous Materials

The 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 (ASPIS) database, and others that are deemed relevant). This section will include an analysis of potential hazards associated with construction and operation of the proposed Project.

J. Hydrology/Water Quality

This analysis will be based in part on available information provided by the Applicant. The existing FEMA flood zones and risk of flooding on the Project site and general vicinity will be discussed. We will summarize onsite hydrology and hydraulic calculations (assumed to be provided from Applicant's engineer) under existing and proposed conditions. We will also review the Project plans and other existing information to evaluate the potential construction and operational impacts of the proposed Project on water quality. The surface drainage patterns of the Project area and adjoining areas based on the drainage study/calculations, and improvement plans will be described; surface water quality in the Project area based on existing and available data will also be described. Conformity of the proposed Project to water quality regulations will also be discussed.

K. Land Use and Planning

The Project site is designated in the City's General Plan as Low Density Residential. The site is zoned R-1. The Project proposes a General Plan Amendment for density and a Zone Change from R-1 to R-3 for the development of 11 townhomes. The 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, including the City's General Plan.

L. Mineral Resources

The Project site is currently developed with single-family residences and is not used for mineral extraction. Thus, it is anticipated the analysis will determine the Project would not result in the loss of availability of a known mineral resource or locally-important mineral resource recovery site.

M. Noise

This section will incorporate the findings of the Noise Study referenced in Task 2.5.

N. Population and Housing

The Project proposes the development of 11 townhomes on a site that is currently developed with two single-family residences. The analysis will assess the potential for the Project to induce substantial unplanned population growth through the development of residential uses and employment-generating uses and the potential for the Project to displace people or housing, necessitating the construction of replacement housing elsewhere.

O. Public Services

The Project would not involve the construction of new public service (e.g., fire, police, school, park) facilities. The discussion will focus on the ability for existing public services to serve the proposed development. De Novo will contact potentially affected agencies to confirm relevant existing conditions and potential Project impacts. The discussion will focus on the potential to result in the need for new or physically altered governmental facilities, the construction of which could cause a significant environmental impact.

P. Recreation

The Project would introduce new residential development to a site that is currently developed with two single-family residences. The analysis will address the potential for the Project to increase the use of recreational facilities to the extent that substantial physical deterioration of the facility would occur or be accelerated. The Project does not include public recreational facilities, and therefore an assessment of the potential physical effects on the environment associated with Project operation is not anticipated.

Q. Transportation

The ability for the Project to conflict with a program, plan, ordinance or policy addressing the circulation system, including transit roadway, bicycle and pedestrian facilities will be discussed. It is noted the City has determined the Project will be screened from a detailed VMT analysis. The potential for the Project to increase hazards due to a geometric design feature or incompatible use or result in inadequate emergency access will be qualitatively discussed.

R. Tribal Cultural Resources

This section will incorporate the findings of the Cultural Resources Assessment referenced in Task 2.3. This section will analyze the potential for the Project to impact tribal cultural resources, including any information obtained from Native American tribes as part of the AB 52 consultation process referenced in the Cultural Resources discussion, above.

S. Utilities/Service Systems

The ability of existing infrastructure to support the proposed Project will be addressed based upon information provided by the Applicant, including assessing the relocation or construction of new or expanded facilities and the potential to result in an environmental effect. The discussion will focus on the potential alteration of existing facilities, extension, or expansion of new facilities and the increased demand on services associated with the proposed new use. Utilities addressed include water, wastewater, solid waste, electricity, natural gas, and telecommunications.

T. Wildfire

According to the Fire Hazard Severity Zone Maps produced by Cal Fire, the Project site is located directly west of a Very High Fire Hazard Severity Zone in a LRA. The analysis will address the potential for the Project to exacerbate wildfire risk or expose people or structures to significant risks as a result of wildfire conditions.

U. 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. All exhibits will be 8½" x 11" in size and can be provided in a jpeg, dwg, or pdf, as requested.

3.4 Administrative Draft Initial Study Submittal

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

3.5 Revised (Second) Administrative Draft IS/MND

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

Task 3 Deliverables:

- One (1) electronic copy (Microsoft word and pdf) of the Administrative Draft Initial Study with Appendices
- One (1) electronic copy (Microsoft word and pdf) of the Revised Screencheck Draft IS/MND with Appendices

TASK 4 PREPARE PUBLIC REVIEW DRAFT IS/MND

4.1 Public Review Draft IS/MND

Upon receipt of any additional comments, De Novo will prepare the Public Review (proof check) Draft IS/MND with any revisions directed by the City's project manager for final review. De Novo will also prepare the Notice of Intent to Adopt a MND (NOI) for review, as well as the Notice of Completion (NOC) for submittal to the State Clearinghouse. Upon final approval by the City, De Novo will submit the required documents to the State Clearinghouse and will file the NOI at the Los Angeles County Clerk. This scope of work excludes radius mailing and newspaper notices.

Task 4 Deliverables:

- One (1) electronic copy (Microsoft word and pdf) of the Public Review (proof check) Draft IS/MND with Appendices
- One (1) electronic (MS Word format and pdf) and two (2) hardcopies of the Public Review Draft IS/MND with Appendices on a USB drive
- One (1) electronic (MS Word format and pdf) draft and final Notice of Intent
- Electronic submittal of No Effect Determination (NED) to CDFW, if applicable
- Electronic submittal of the Public Review Draft IS/MND, Notice of Completion, Summary Form, and Notice of Availability/Notice of Intent to Adopt to the State Clearinghouse CEQA Submit portal
- Notice of Availability/Notice of Intent to Adopt for filing at the County Clerk

TASK 5 PREPARE FINAL IS/MND

5.1 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. Any additional text will be marked in underline format and any deleted text will be marked in strikeout format.

All responses will be prepared pursuant to the State CEQA Guidelines and provided to the City for review in the form of a Screencheck Final IS/MND. We will make any additional revisions as directed by the City and prepare a Final IS/MND for consideration. The Final IS/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. Should the level of comments and responses exceed our budgeted estimate, De Novo will submit additional funding requests. The scope of work does not assume supplemental technical studies or extensive additional analysis will be required to provide responses to comments. If it is determined that supplemental technical studies or additional analysis are needed, De Novo will work with the Project Team/City to determine the associated scope of work and additional funding necessary.

5.2 Notice of Determination

De Novo will prepare and file a Notice of Determination (NOD) with the County Clerk and State Clearinghouse within five days of adoption and Project approval. Our budget excludes the California Department of Fish and Wildlife (CDFW) fees, if determined applicable.

Task 5 Deliverables:

- One (1) electronic (MS Word format and pdf) draft and final Responses to Comments
- One (1) electronic (MS Word format and pdf) draft and final Mitigation Monitoring and Reporting Program
- One (1) electronic (MS Word format and pdf) of the Final IS/MND to include the Responses to Comments and Errata, if necessary.
- One (1) electronic (pdf) copy of the Notice of Determination
- Filing of NOD at County Clerk and State Clearinghouse

TASK 6 PROJECT COORDINATION AND MEETINGS

6.1 Project Management and Administration

Ms. Barker will direct preparation and review of the CEQA document for compliance with CEQA requirements and guidelines and City CEQA procedures. This will include close coordination and oversight of the environmental analysis to ensure identification of any areas of concern early in the work program. Ms. Barker will coordinate with the City as well as internal 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.

6.2 Project Meetings/Hearings

Close coordination with the Project team is essential. Ms. Barker will participate in progress/Project conference calls and/or meetings with the City, as necessary. For budgeting purposes, the following meetings are assumed:

- One (1) kickoff meeting with City (refer to Task 1.1);
- Up to two (2) public hearings (assumed to be Planning Commission and City Council); and

- Conference calls with the City to discuss work program and progress, resolve any issues, review comments on administrative documents, and/or receive any necessary direction.

We anticipate the Project Manager or Principal Planner will be required for each meeting. We have not budgeted for additional support from other members of our team to attend public hearings.

SCHEDULE

We have provided a realistic schedule based on our experience with environmental compliance projects. However, we understand there may be timing considerations that need to be addressed; therefore, we anticipate further discussion with City staff as part of the kick-off meeting to better understand any schedule needs, including City Staff review time, hearing dates, etc. Our team has a strong history of accommodating and meeting specific scheduling needs of our clients. We proactively work with City staff to accommodate scheduling requests and establish expectations through the identification of key milestones, interdependent tasks, and responsibilities.

Kick-Off Meeting .... Week 1

Draft Project Description Preparation[1] .... Weeks 1 – 2

City review/approval of Draft Project Description .... Week 3

Preparation of Technical Studies[2] .... Weeks 4 – 9

De Novo prepares Administrative Draft Initial Study[2] .... Weeks 4 – 11

City review of Administrative Draft Initial Study .... Weeks 12 – 13

De Novo prepares Revised (Second) Screencheck Draft Initial Study .... Week 13 – 14

City review of Screencheck Draft Initial Study .... Week 15

De Novo prepares Public Review (proof check) Draft IS/MND .... Week 16

City review of Public Review (proof check) Draft IS/MND .... Week 17

Public Review of Initial Study .... Weeks 18 – 21

De Novo prepares Responses to Comments/MMRP .... Weeks 21 – 22

City review of Responses to Comments/MMRP .... Week 23

De Novo prepares Final MND .... Week 24

Hearing .... TBD

1. Preparation of the project description assumes all project information, including site plans, have been provided and are complete.

2. The AB 52 consultation process may require modifications to the schedule depending upon tribal consultation requests.

De Novo Planning Group

1404 Royal Oaks Project

TASK/ACTIVITY	Project Manager/ Principal Planner		Senior Planner		Associate Planner		Assistant Planner		GIS/Graphics/ Production		De Novo Subtotal TOTALS		South Environmental	MD	Direct Costs	Activity Totals
	hours	$160	hours	$125	hours	$115	hours	$95	hours	$105	hours	Fee	Biological and Cultural Resources	Noise	Printing, Postage, Filing Fees, Counts	Fee
TASK 1: PROJECT INITIATION																
1.1 Project Kickoff Meeting	2	$320		$0	4	$460		$0		$0	6	$780				$780
1.2 Project Description	4	$640		$0	24	$2,760		$0	6	$630	34	$4,030				$4,030
TASK 1 SUBTOTAL	**6**	**$ 960**	**0**	**$ -**	**28**	**$ 3,220**	**0**	**$ -**	**6**	**$ 630**	**40**	**$ 4,810**	**$ -**	**$ -**	**$ -**	**$4,810**
TASK 2: PREPARATION AND REVIEW OF TECHNICAL STUDIES																
2.1 Peer Review of Arborist Report	2	$320	2	$250		$0		$0		$0	4	$570	$1,140			$1,710
2.2 Air Quality, Energy, and Greenhouse Gas Emissions	4	$640	60	$7,500		$0		$0		$0	64	$8,140				$8,140
2.3 Cultural Resources	2	$320	2	$250		$0		$0		$0	4	$570	$8,140			$8,710
2.4 Paleontological Resources	2	$320	2	$250		$0		$0		$0	4	$570	$4,495			$5,065
2.5 Noise	4	$640	2	$250		$0		$0		$0	6	$890		$3,600		$4,490
TASK 2 SUBTOTAL	**14**	**$ 2,240**	**68**	**$ 8,500**	**0**	**$ -**	**0**	**$ -**	**0**	**$ -**	**82**	**$ 10,740**	**$ 13,775**	**$ 3,600**	**$ -**	**$28,115**
TASK 3: ADMINISTRATIVE DRAFT INITIAL STUDY																
3.1 Introduction	2	$320		$0		$0	4	$380		$0	6	$700				$700
3.2 Environmental Evaluation	12	$1,920	24	$3,000	32	$3,680	32	$3,040	4	$420	104	$12,060				$12,060
3.3 Additional Sections and Exhibits		$0	2	$250	4	$460	4	$380	4	$420	14	$1,510				$1,510
3.4 Administrative Draft IS/MND Submittal	16	$2,560		$0	6	$690		$0		$0	22	$3,250				$3,250
3.5 Revised Administrative Draft IS/MND	4	$640	8	$1,000	6	$690	8	$760	4	$420	30	$3,510				$3,510
TASK 4 SUBTOTAL	**34**	**$5,440**	**34**	**$4,250**	**48**	**$5,520**	**48**	**$4,560**	**12**	**$1,260**	**176**	**$21,030**	**$0**	**$0**	**$0**	**$21,030**
TASK 4: PREPARE PUBLIC REVIEW DRAFT IS/MND																
4.1 Public Review Draft IS/MND	6	$960	6	$750	4	$460	10	$950	4	$420	30	$3,540			$600	$4,140
TASK 4 SUBTOTAL	**6**	**$960**	**6**	**$750**	**4**	**$460**	**10**	**$950**	**4**	**$420**	**30**	**$3,540**	**$0**	**$0**	**$600**	**$4,140**
TASK 5: PREPARE FINAL IS/MND																
5.1 Final IS/MND	6	$960	8	$1,000	8	$920	8	$760		$0	30	$3,640			$200	$3,840
5.2 Notice of Determination		$0		$0	4	$460		$0		$0	4	$460			$150	$610
TASK 5 SUBTOTAL	**6**	**$960**	**8**	**$1,000**	**12**	**$1,380**	**8**	**$760**	**0**	**$0**	**34**	**$4,100**	**$0**	**$0**	**$350**	**$4,450**
TASK 6: PROJECT MANAGEMENT, MEETINGS AND PUBLIC HEARINGS																
6.1 Project Management and Administration	14	$2,240		$0		$0		$0		$0	14	$2,240				$2,240
6.2 Project Meetings and Hearings	16	$2,560		$0	2	$230		$0		$0	18	$2,790			$150	$2,940
TASK 6 SUBTOTAL	**30**	**$4,800**	**0**	**$0**	**2**	**$230**	**0**	**$0**	**0**	**$0**	**32**	**$5,030**	**$0**	**$0**	**$150**	**$5,180**
Subtotals	**96**	**$15,360**	**116**	**$14,500**	**94**	**$10,810**	**66**	**$6,270**	**22**	**$2,310**	**394**	**$49,250**	**$13,775**	**$3,600**	**$1,100**	**$67,725**
TOTAL FEE (NOT TO EXCEED FEE)																**$67,725**

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.