MEMORANDUM

TO: City Council

FROM: City Manager

DATE: November 18, 2020

SUBJECT: Comments on Agenda Items, Meeting of November 24, 2020

ITEM 7.H. (Consent Calendar). Staff is recommending that the City Council award a construction contract totaling $145,907.75 to FS Contractors Inc. for the Parking Lot Improvement Project at Royal Oaks Park. This project is funded by Verizon Wireless as part of its lease agreement for its facility adjacent to the Royal Oaks Park east parking lot. As part of that lease agreement, Verizon made a $210,000 payment to the City to, in part, fund parking lot upgrades.

ITEM 7.I. (Consent Calendar). Staff is recommending that the City Council accept the FY 2019-20 Citywide Concrete Repair Project and authorize the City Clerk to initiate the Notice of Completion. The project cost was $143,676.71, and was funded through Measure R.

ITEM 7.J. (Consent Calendar). Staff is recommending that the City Council receive and file the Housing Successor Annual Report, which must be completed and filed annually with the California Department of Housing and Community Development. The report provides a comprehensive overview of the financial activity and status of the City's Housing Asset Fund.

ITEM 7.K. (Consent Calendar). Staff is recommending that the City Council authorize the City Manager to sign a professional services agreement totaling $124,900 with KHR Associates for the design of the Highland Promenade, as well as approve a budget amendment. This design project, which will be funded through the Gas Tax Fund, is necessary to prepare for construction of the Highland Promenade that is funded with a $1.6 million Measure M grant.

ITEM 7.L. (Consent Calendar). Staff is recommending that the City Council authorize the City Manager to enter into a contract with Koff & Associates for a comprehensive compensation study of the City's job classifications. The contract cost is $38,100; it will be funded through the General Fund and require a budget amendment. Staff is responding to City Council direction provided at the November 10th meeting that a comprehensive compensation be conducted as soon as possible.

ITEM 7.M. (Consent Calendar). Staff is recommending that the City Council authorize the City Manager to execute Amendment 9 to the existing services agreement with Levon Yotnakhparian for City Council meeting cable casting and internet viewing services. The contract cost is $12,700 and is included in the FY 2020-21 budget.

ITEM 7.N. (Consent Calendar). Staff is recommending that the City Council authorize the City Manager to execute an agreement with Duarte Community Television (DCTV) for education and government access television. The contract cost is $27,605 and is included in the FY 2020-21 budget.

ITEM 7.O. (Consent Calendar). Staff is recommending that the City Council authorize the City Manager to execute an agreement with Community Media of the Foothills (CMF) for public access programming creation. The contract cost is $24,500 and is included in the FY 2020-21 budget.

ITEM 9.A. (Public Hearings). Staff is recommending that the City Council allocate approximately $164,628 in Community Development Block Grant (CDBG) funding for FY 2021-22 (i.e., next fiscal year). Staff is proposing that the funds be allocated to the existing (FY 2020-21) CDBG project, which is the installation of American with Disabilities Act (ADA) accessibility improvements at City Hall.

ITEM 9.B.1. (Public Hearings). Staff is recommending that the City Council consider Ordinance 20-O-08, which establishes provisions for business licensing requirements and conditions of operation for the short term rental of private homes. The City Council, at its meeting of July 14, 2020, requested that staff prepare an ordinance that would regulate short term rentals within the City. This is the Ordinance's first reading, and if approved will return to the City Council on December 8th for adoption.

ITEM 9.B.2. (Public Hearings). Staff is recommending that the City Council adopt Resolution 20-R-33, which would adopt a registration fee for private home short term rentals. Should the City Council approve the private home short term rental Ordinance, this Resolution would provide for the City to charge a $288.00 per unit registration fee, which would equate to total recovery of City costs to administer the Ordinance.

ITEM 10.A. (Council Bills). Staff is recommending that the City Council adopt Resolution 20-R-34, which would revise the Citywide Salary and Pay Schedule by increasing the hourly pay rate for certain positions to comply with the State's new minimum wage requirements. Specially, eleven of the City's part-time positions will increase to $14 per hour (the new State minimum wage effective January 1, 2021), which will cost the City approximately $13,000 for the remainder of FY 2020-21.

ITEM 10.B. (Council Bills). Staff is recommending that the City Council adopt Resolution 20-R-35, which would approve a five-year extension to dispose of or initiate the development of properties owned by the Housing Successor (i.e., the Duarte Housing Authority). The Housing Successor currently owns two properties.

ITEM 11. (Business Item). Staff is recommending that the City Council approve both the Burrtec Annual Performance Review for 2019, and Amendment 12 to the agreement between the City and Burrtec Waste Services. If approved, the Amendment would increase the refuse collection and recycling rates for both residential and commercial services in Duarte effect January 1, 2021.

Respectfully submitted,

Dr. Daniel Jordan
City Manager

MINUTES

JOINT CITY COUNCIL/CITY COUNCIL AS SUCCESSOR AGENCY TO DISSOLVED REDEVELOPMENT AGENCY/HOUSING AUTHORITY/COMMUNITY FACILITIES FINANCING AUTHORITY OF THE CITY OF DUARTE REGULAR MEETING – NOVEMBER 10, 2020

NOTE: Due to the state and local State of Emergency resulting from the threat of Novel Coronavirus (COVID-19), Governor Newsom has issued Executive Order N-29-20 in which Section 3 supersedes Paragraph 11 of Executive Order N-25-20 (issued on March 12, 2020) addressing Brown Act regulations. This new order states that the City does not need to make a physical location available for members of the public to observe a public meeting and offer public comment. The Order allows the City to hold City Council meetings via teleconferencing and allows for members of the public to observe and address the meeting electronically.

To follow the new Order issued by the Governor, the City Council meeting was closed to the public. Members of the public were able to participate on Zoom, and view/listen to the live City Council meeting broadcast on the City's website. Public comments were submitted electronically by emailing duarteinfo@accessduarte.com before or during the meeting, prior to the close of public comment. Emailed public comments were read into the record.

CALL TO ORDER

The City Council/City Council as Successor Agency to Dissolved Redevelopment Agency/Housing Authority/Community Facilities Financing Authority of the City of Duarte met in a regular meeting by teleconference in the Council Chambers, 1600 Huntington Drive, Duarte, California. Mayor Kang called the meeting to order at 6:01 p.m.

RECORDATION OF ATTENDANCE

The following were in attendance:
PRESENT: Fasana, Finlay, Lewis, Paras-Caracci, Reilly, Urias, Kang
ABSENT: None
ADMINISTRATIVE STAFF PRESENT: City Manager Jordan, City Attorney Cosgrove

ADOPTION OF AGENDA

Urias moved, Reilly seconded to adopt the Agenda as amended to add a discussion relating to issues raised at a Water Quality Committee meeting of the San Gabriel Valley Council of Governments, and to adjourn in memory of Sean Connery, and carried by the following Roll Call vote:
AYES: Reilly, Paras-Caracci, Lewis, Finlay, Fasana, Urias, Kang
NOES: None

CLOSED SESSION
Pending Anticipated Litigation

There was no public input. The Closed Session was pursuant to Government Code Sections 54956.9 (a) and (e) (1); Conference with Legal Counsel – Pending anticipated litigation. The Closed Session concluded at 7:30 p.m. City Council reconvened at

	7:32 p.m., with all members present.
PUBLIC REPORT OF CLOSED SESSION	City Attorney Cosgrove reported that the City Council met to discuss the above item, with no reportable action taken.
ORAL COMMUNICATIONS	None.
ANNOUNCEMENTS	Tina Carey, Duarte Chamber of Commerce, presented a report about upcoming Chamber events and office closure dates. Victoria Rocha presented community announcements including Veterans Day, drive-through, and holiday events.
CONSENT CALENDAR	Reilly moved, Kang seconded to adopt the Consent Calendar, as follows, and carried by the following Roll Call vote: Approve Items A, B, C, D. AYES: Reilly, Paras-Caracci, Lewis, Finlay, Fasana, Urias, Kang NOES: None
COUNCIL BILL Council Bill 20-R-32 Salary/Pay Schedule (Public Safety Manager position)	Council Bill 20-R-32 A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ADOPTING THE CITY-WIDE SALARY AND PAY SCHEDULE Kristen Petersen presented a staff report about the Council Bill. There was discussion about upcoming labor negotiations, other employees, need for comprehensive analysis for all positions, being fair and appropriate, adjustment being about the position and not the person, possibility of recruitment, competitive range, and uniqueness of the job title/skills. Finlay moved, Paras-Caracci seconded to adopt Resolution No. 20-32. Urias offered a friendly amendment to instruct staff to begin the process for a comprehensive salary compensation survey, with Finlay accepting the amendment. There was further discussion about receiving the staff report in January 2021, and including scope, consulting estimate, and timeline. Urias and Paras-Caracci called for the question.
RESOLUTION NO. 20-32	The motion to adopt Resolution No. 20-32 and to direct staff to begin the process for a comprehensive salary compensation survey, with a staff report about scope, consulting estimate, and timeline to be presented in January 2021, carried by the following Roll Call vote: AYES: Paras-Caracci, Lewis, Finlay, Fasana, Urias, Kang NOES: Reilly
BUSINESS ITEM (Item Added) – Water Quality Committee Meeting – SGVCOG	City Attorney Cosgrove stated that the City Council added an item under Government Code Section 54954.2(b)(2), relating to issues raised at a Water Quality Committee meeting of the San Gabriel Valley Council of Governments (SGVCOG).

Cosgrove explained that the Committee met on November 10, 2020, and considered a proposed comment letter on the pending MS-4 permit, but a letter that excluded legal points implicating exhaustion of administrative remedy principles that Duarte was asked to add to the draft. Duarte believes these points are necessary to be in the administrative record, and should be asserted by the SGVCOG.

At the request of staff, Reilly moved, Fasana seconded to authorize the preparation of a comment letter that re-inserts the excised legal points for consideration by the full SGVCOG Board, and potential circulation of such points to the legislative bodies of the SGVCOG members, and carried by the following Roll Call vote:
AYES: Reilly, Paras-Caracci, Lewis, Finlay, Fasana, Urias, Kang
NOES: None

ITEMS FROM CITY COUNCIL/ CITY MANAGER

LEWIS: Attended the Public Safety Working Group meeting, and thanked all veterans.

REILLY: Discussed Sean Connery's life and accomplishments.

PARAS-CARACCI: Extended her appreciation for veterans and their work and commitment, stated she is looking forward to Councilmember-elect Vinh Truong serving, and congratulated Jody Schulz.

FINLAY: Stated Halloween Howl was quite the activity and thanked staff, discussed a letter from the Mayor of Glendora regarding the Lanterman Act, stated we might want to look into adopting a resolution, congratulated all who participated in the election, expressed her appreciation to all fighting men and women who make our country strong, and wished all a happy Veterans Day.

FASANA: Thanked all veterans, stated freedom is not free, and it is only proper to recognize veterans.

URIAS: Thanked staff for the Halloween Howl, stated this was a historic election, congratulated all who ran and the victors at all levels, and extended heartfelt appreciation for veterans and their priceless sacrifice.

KANG: Inquired about the shopping cart ordinance and cars racing on Huntington Drive (Villalobos responded), inquired about options regarding internet ISP and potential updates for internet service (Jordan responded), reported on the Homeless Task Force meeting with Azusa and Irwindale, inquired about scheduled SCE outages (Jordan responded), and stated it is important to send information about scheduled SCE outages to residents living in the affected area.

ADJOURNMENT

Mayor Kang adjourned the meeting at 8:41 p.m. in memory of Sean Connery.

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Mayor Samuel Kang

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City Clerk

City of Duarte

Council Warrant Register By Vendor
By Fund

Payment Dates 11/12/2020 - 11/25/2020

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 5210 - ACOSTA GROWERS INC					
100-1610-7618	ACOSTA GROWERS INC	City Hall & Fitness Ctr Landscape Improvements	47436		363.83
				Vendor 5210 - ACOSTA GROWERS INC Total:	**363.83**
Vendor: T4363 - ADULT SPORTS MANAGEMENT					
100-4407	ADULT SPORTS MANAGEMEN	Unused Field Time Due to Covid Shutdown	R83670		1,650.00
				Vendor T4363 - ADULT SPORTS MANAGEMENT Total:	**1,650.00**
Vendor: 2061 - AIR-TRO INC					
100-1610-7652	AIR-TRO INC	Public Safety HVAC Routine C	404255		88.00
				Vendor 2061 - AIR-TRO INC Total:	**88.00**
Vendor: 5805 - BAY ALARM COMPANY					
100-1020-7713	BAY ALARM COMPANY	Museum Fire Monitor 12/1/2020 - 3/1/2021	17894975		191.01
100-1020-7713	BAY ALARM COMPANY	Museum Burgulary Monitor 12/1/2020 - 3/1/2021	17896542		189.00
				Vendor 5805 - BAY ALARM COMPANY Total:	**380.01**
Vendor: 5820 - BUCKNAM INFRASTRUCTURE GROUP INC					
100-1405-7965	BUCKNAM INFRASTRUCTURE	GIS System Services	352-03.13		1,545.00
				Vendor 5820 - BUCKNAM INFRASTRUCTURE GROUP INC Total:	**1,545.00**
Vendor: 3981 - CACEO					
100-1205-7612	CACEO	Larry Breceda CCEO Application Fee	200014390		200.00
				Vendor 3981 - CACEO Total:	**200.00**
Vendor: 5559 - CALE AMERICA INC					
100-1205-7762	CALE AMERICA INC	WTP Fees 10/2020	161439		273.15
				Vendor 5559 - CALE AMERICA INC Total:	**273.15**
Vendor: 5719 - CANON FINANCIAL SERVICES INC					
100-1825-7630	CANON FINANCIAL SERVICES I	CH(2)/SC/TC Copier Lease 11/1/20 - 11/30/20	22138198		875.51
				Vendor 5719 - CANON FINANCIAL SERVICES INC Total:	**875.51**
Vendor: 5720 - CANON SOLUTIONS AMERICA INC					
100-1825-7631	CANON SOLUTIONS AMERICA	Admin Srvcs Printer Maint 8/4/20 - 11/3/20	4034502619		159.64
				Vendor 5720 - CANON SOLUTIONS AMERICA INC Total:	**159.64**
Vendor: 5120 - CHARLES ABBOTT ASSOCIATES INC					
100-1405-7800	CHARLES ABBOTT ASSOCIATES	Building & Safety Srvcs 10/2020	61711		26,719.40
100-1405-7967	CHARLES ABBOTT ASSOCIATES	Public Works Inspections 10/2020	61719		291.00
				Vendor 5120 - CHARLES ABBOTT ASSOCIATES INC Total:	**27,010.40**
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maintenance Uniform	4064857473		35.00
100-1610-7636	CINTAS CORPORATION #693	Facility Maintenance Uniform	4065525924		35.00
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4066176226		34.50
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4066176226		21.04
				Vendor 5140 - CINTAS CORPORATION #693 Total:	**125.54**
Vendor: 0903 - CITY OF MONROVIA					
100-1410-7650	CITY OF MONROVIA	Fuel-Field Srvcs 9/2020	2100787		1,061.94
100-1605-7650	CITY OF MONROVIA	Fuel-Parks & Recreation 9/2020	2100788		139.11

City of Duarte

Council Warrant Register By Account
By Fund

Payment Dates 11/12/2020 - 11/25/2020

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-4809	JESUS ROBLES	Rec Refund-Little All Stars (Dylan Robles)	215647		35.00
100-2120	TROPICAL BREEZE CUSTOM P	Pool Construction Deposit Refund (2508 Freeborn)	215655		500.00
100-1605-7735	FSP DESIGNS	TC Family Feud T-Shirts	775		557.31
100-1605-7735	FSP DESIGNS	TC Family Feud Decal	775		15.88
100-1015-7684	SILVER & WRIGHT LLP	1230 Hunt Dr Legal 9/2020	783		44.80
100-1015-7684	SILVER & WRIGHT LLP	Arberry Legal 9/2020	783		1,930.99
100-1015-7684	SILVER & WRIGHT LLP	1001 Las Lomas Legal 9/2020	783		6,925.59
100-1410-7636	L & M FOOTWEAR	Lamberto Flores Safety Boots	215649		400.00
100-1410-7636	L & M FOOTWEAR	Sean McBride Safety Boots	215649		400.00
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	215656		219.00
100-1610-7636	CINTAS CORPORATION #693	Facility Maintenance Uniform	215629		35.00
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 10/2020	215635		135.00
100-1410-7650	CITY OF MONROVIA	Fuel-Field Srvcs 9/2020	215642		1,061.94
100-1605-7650	CITY OF MONROVIA	Fuel-Parks & Recreation 9/2020	215642		139.11
100-1205-7650	CITY OF MONROVIA	Fuel-Public Safety 9/2020	215642		1,191.90
100-1205-7781	CITY OF MONROVIA	Fuel-Sheriff's Dept 9/2020	215642		4,441.33
100-1610-7652	AIR-TRO INC	Public Safety HVAC Routine C	215623		88.00
100-1610-7636	CINTAS CORPORATION #693	Facility Maintenance Uniform	215629		35.00
100-1610-7618	IRONWOOD UNLIMITED INC	City Hall Improvements	215640		456.61
100-1010-7980	SMART & FINAL	Pumpkin Carving Drinks	784		17.62
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	215637		644.03
100-1205-7780	DUARTE-AZUSA ANIMAL HOS	Emergency Animal Care 7/23/20 - 10/29/20	215634		405.00
100-1015-7686	RUTAN & TUCKER LLP	General City Litigation 9/2020	782		5,040.00
100-1605-7730	SMART & FINAL	Halloween Howl Drive-Thru Candy	784		219.80
100-1810-7673	MORNEAU SHEPELL LIMITED	2021 Random Management Fee	778		150.00
100-1810-7673	MORNEAU SHEPELL LIMITED	Drug and/or Alcohol Testing 7/2020 - 9/2020	778		230.00
100-1205-7762	CALE AMERICA INC	WTP Fees 10/2020	215626		273.15
100-1405-7965	ELIE FARAH INC	Royal Oaks Park Improvements 6/1/20 - 10/30	773		900.00
100-1610-7618	ACOSTA GROWERS INC	City Hall & Fitness Ctr Landscape Improvements	215621		363.83
100-1605-7735	FSP DESIGNS	Mayors Youth Council Polo Shirt	775		268.23
100-1610-8100	ERC ROOFING & WATERPROO	City Hall Roof Replacement	774		49,794.00
100-2127	ERC ROOFING & WATERPROO	Retention	774		-2,489.70
100-1805-7654	MOSS, LEVY & HARTZHEIM LL	FY20 Final Audit	215643		13,000.00
100-1605-7730	SIMON EQUIPMENT RENTALS	Light Tower Rental (Halloween Howl)	215650		227.38
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	786		109.11
100-1010-7670	SOUTHERN CALIFORNIA NEW	Legal Advertising 10/2020	785		1,256.00
100-1405-7800	CHARLES ABBOTT ASSOCIATES	Building & Safety Srvcs 10/2020	771		26,719.40
100-1405-7967	CHARLES ABBOTT ASSOCIATES	Public Works Inspections 10/2020	771		291.00
100-1815-7632	OKTA INC	Identity Srvc Provider 10/31/20 - 10/30/21	779		3,458.66

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1205-7780	SAN GABRIEL VALLEY HUMAN	Animal Shelter Services 11/2020	215648		5,166.67
100-1405-7613	RICOH USA INC	Lg Format Copier Maint 11/1/20 - 1/31/21	215646		96.63
100-1205-7655	THOMSON REUTERS-WEST PU	EOC Software 10/1/20 - 10/31/20	215654		166.88
100-1810-7660	CMC LIVESCAN & NOTARY SER	Livescan Services 9/2020	772		23.00
100-1815-7830	THE TECHNOLOGY DEPOT INC	Telephone Cloud Services 12/2020	787		564.00
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel Maintenance 12/2020	787		422.00
100-1815-7830	THE TECHNOLOGY DEPOT INC	SD Wan w/VELO Cloud Connect 12/2020	787		567.60
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 12/2020	787		553.00
100-1015-7686	RUTAN & TUCKER LLP	NPDES Litigation 9/2020	782		18,070.00
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 9/2020	782		9,158.84
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	215629		34.50
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	215629		21.04
100-1805-7614	STAPLES ADVANTAGE	Lysol Wipes	786		29.43
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	786		25.35
100-1825-7631	CANON SOLUTIONS AMERICA	Admin Srvcs Printer Maint 8/4/20 - 11/3/20	215628		159.64
100-1605-7730	DUARTE RECREATION PETTY C	Halloween Supplies (Party Cit	215633		67.82
100-1605-7736	DUARTE RECREATION PETTY C	Sports Break Supplies	215633		6.62
100-1605-7736	DUARTE RECREATION PETTY C	Sports Break Scavenger Hunt Supplies	215633		31.83
100-1605-7980	DUARTE RECREATION PETTY C	Staff Recognition Gift Cards (The Habit Burger)	215633		40.00
100-2023	MIKE TARR	City Kitty Bereavement Gift	215653		75.00
100-1610-7652	POST ALARM SYSTEMS	CH/Yard Alam Monitoring 12/1/20 - 12/31/20	780		87.56
100-1410-7814	SUPERIOR PROPERTY SERVICE	Citywide Graffiti Removal 10/2020	215652		1,432.70
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	786		43.63
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	786		95.39
100-1405-7965	BUCKNAM INFRASTRUCTURE	GIS System Services	215624		1,545.00
100-1010-7614	STAPLES ADVANTAGE	Office Supplies	786		48.98
100-1405-7975	GCR MARKETING NETWORK	Demographics Web Application 11/2020 - 11/202	215639		450.00
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	786		25.34
100-1015-7686	RUTAN & TUCKER LLP	Trademark Legal 9/2020	782		742.00
100-1205-7781	HUNTINGTON & DUARTE INC	Sheriff's Dept Fuel	215644		32.47
100-1205-7761	SUPERIOR CT OF CAL CO OF L	Citation Tax Revenue 10/2020	215651		6,935.00
100-1410-7887	GARVEY EQUIPMENT COMPA	Tamping Rammer Maintenance/Repair	215638		353.49
100-1410-7887	GARVEY EQUIPMENT COMPA	Line Trimmer Maintenance/Repair	215638		87.56
100-1605-7730	CURO MANAGED PRINT PROD	Veteran's Day Banner	215631		125.84
100-1020-7711	FLOWERS BY SHAREN	Raffle Gifts for Thanksgiving Event 11/19/20	215620		300.00
100-1205-7612	CACEO	Larry Breceda CCEO Application Fee	215625		200.00
100-1825-7630	CANON FINANCIAL SERVICES I	CH(2)/SC/TC Copier Lease 11/1/20 - 11/30/20	215627		875.51
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 10/1/20 - 10/31/20	EFT10572		1,090.44
100-4407	VICTOR DEL RIO	Unused Field Time Due to Covid Shutdown	215632		220.00
100-4407	ADULT SPORTS MANAGEMEN	Unused Field Time Due to Covid Shutdown	215622		1,650.00
100-4407	PASILLAS BASEBALL LEAGUE	Unused Field Time Due to Covid Shutdown	215645		1,350.00

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-4407	NICK LOPEZ	Unused Field Time Due to Covid Shutdown	215641		1,500.00
100-1825-7626	FEDEX	Document Delivery	215636		95.97
100-1605-7728	RELATION INSURANCE SERVIC	AmeriCorps Health Insurance 12/2020	781	202107-Duarte's Promise-Exp	1,819.90
100-1020-7713	BAY ALARM COMPANY	Museum Fire Monitor 12/1/2020 - 3/1/2021	EFT10617		191.01
100-1020-7713	BAY ALARM COMPANY	Museum Burgulary Monitor 12/1/2020 - 3/1/2021	EFT10618		189.00
				Fund 100 - GENERAL FUND Total:	**176,256.61**
Fund: 220 - GAS TAX FUN					
220-2205-8060	HURTADO LANDSCAPE AND C	ADA Ramp @Mountain & Euclid	777		7,460.00
				Fund 220 - GAS TAX FUN Total:	**7,460.00**
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2410-7663	COUNTY OF LOS ANGELES AG	Gopher Control for Turf Medians 9/2020	215630		130.37
240-2410-7891	IRONWOOD UNLIMITED INC	Hunt Dr Median Improvemen	215640		145.09
				Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:	**275.46**
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-7887	SUPERIOR PROPERTY SERVICE	Bus Stop Cleaning 10/14/202	215652		1,278.75
				Fund 440 - PROPOSITION A TRANSIT FUND Total:	**1,278.75**
Fund: 460 - PROPOSITION C TRANSIT FUND					
460-4605-7980	SUPERIOR PROPERTY SERVICE	Bus Stop Cleaning 10/14/202	215652		1,046.25
				Fund 460 - PROPOSITION C TRANSIT FUND Total:	**1,046.25**
Fund: 680 - Duarte Housing Authority					
680-6805-7965	HARRIS & ASSOCIATES	SB2 Rehab Program Development 9/27/20 - 10/24/20	776	202029-Prof. Svc-Housing Reh	3,938.50
680-6805-7965	HARRIS & ASSOCIATES	FY20 SB341 Report 9/27/20 - 10/24/20	776		331.25
				Fund 680 - Duarte Housing Authority Total:	**4,269.75**
				Grand Total:	**190,586.82**

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	176,256.61
220 - GAS TAX FUN	7,460.00
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	275.46
440 - PROPOSITION A TRANSIT FUND	1,278.75
460 - PROPOSITION C TRANSIT FUND	1,046.25
680 - Duarte Housing Authority	4,269.75
Grand Total:	**190,586.82**

Account Summary

Account Number	Account Name	Payment Amount
100-1010-7614	Office Supplies	48.98
100-1010-7670	Legal Notices	1,256.00
100-1010-7980	Other Expenses	17.62
100-1015-7680	City Attorney Legal	9,158.84
100-1015-7684	Code Enforcement Legal	8,901.38
100-1015-7686	Other Legal Services	23,852.00
100-1020-7711	Employee Recognition C	300.00
100-1020-7713	Historical Museum Bldg	380.01
100-1205-7612	Publications and Dues	200.00
100-1205-7650	Vehicle Maintenance	1,191.90
100-1205-7655	Emergency Services	166.88
100-1205-7761	Parking Ticket Collect	6,935.00
100-1205-7762	Parking Pass Kiosk Costs	273.15
100-1205-7780	Animal Control	5,571.67
100-1205-7781	Contract Law Enforceme	4,473.80
100-1405-7613	Duplications And Photos	96.63
100-1405-7614	Office Supplies	146.08
100-1405-7800	Building Department Ser	26,719.40
100-1405-7965	Professional Services	2,445.00
100-1405-7967	Public Works Inspection	291.00
100-1405-7975	Economic Development	450.00
100-1410-7636	Uniforms	800.00
100-1410-7650	Vehicle Maintenance	1,061.94
100-1410-7814	Graffiti Removal	1,432.70
100-1410-7887	Repairs & Replacements	441.05
100-1605-7650	Vehicle Maintenance	139.11
100-1605-7728	Americorp's VIP Progra	1,819.90
100-1605-7730	Special Events	640.84
100-1605-7735	Teen Center	841.42
100-1605-7736	Youth & Adult Recreatio	38.45
100-1605-7980	Other Expenses	40.00
100-1610-7617	Pool Chemicals	644.03
100-1610-7618	Building Supplies	1,039.44
100-1610-7636	Uniforms	104.50
100-1610-7652	Building Maint Services	331.60
100-1610-8100	Other Capital Improvem	49,794.00
100-1805-7614	Office Supplies	73.06
100-1805-7654	Audit Services	13,000.00
100-1810-7660	Other Services	23.00
100-1810-7673	Physical Exams	380.00
100-1815-7632	Software Maintenance	4,549.10
100-1815-7821	Personal Computer Supp	553.00
100-1815-7830	Telephones	1,553.60
100-1825-7613	Duplications And Photos	109.11
100-1825-7626	Postage	95.97
100-1825-7630	Equipment Lease	875.51
100-1825-7631	Equipment Maintenance	159.64

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1205-7650	CITY OF MONROVIA	Fuel-Public Safety 9/2020	2100789		1,191.90
100-1205-7781	CITY OF MONROVIA	Fuel-Sheriff's Dept 9/2020	2100790		4,441.33
				Vendor 0903 - CITY OF MONROVIA Total:	**6,834.28**
Vendor: 5504 - CMC LIVESCAN & NOTARY SERVICES					
100-1810-7660	CMC LIVESCAN & NOTARY SER	Livescan Services 9/2020	CMC17970		23.00
				Vendor 5504 - CMC LIVESCAN & NOTARY SERVICES Total:	**23.00**
Vendor: 5494 - CURO MANAGED PRINT PRODUCTION					
100-1605-7730	CURO MANAGED PRINT PROD	Veteran's Day Banner	4360		125.84
				Vendor 5494 - CURO MANAGED PRINT PRODUCTION Total:	**125.84**
Vendor: 0311 - DUARTE RECREATION PETTY CASH					
100-1605-7730	DUARTE RECREATION PETTY C	Halloween Supplies (Party Cit	11052020		67.82
100-1605-7736	DUARTE RECREATION PETTY C	Sports Break Scavenger Hunt Supplies	11052020		31.83
100-1605-7736	DUARTE RECREATION PETTY C	Sports Break Supplies	11052020		6.62
100-1605-7980	DUARTE RECREATION PETTY C	Staff Recognition Gift Cards (The Habit Burger)	11052020		40.00
				Vendor 0311 - DUARTE RECREATION PETTY CASH Total:	**146.27**
Vendor: 2227 - DUARTE-AZUSA ANIMAL HOSPITAL					
100-1205-7780	DUARTE-AZUSA ANIMAL HOS	Emergency Animal Care 7/23/20 - 10/29/20	84984		405.00
				Vendor 2227 - DUARTE-AZUSA ANIMAL HOSPITAL Total:	**405.00**
Vendor: 5873 - ELIE FARAH INC					
100-1405-7965	ELIE FARAH INC	Royal Oaks Park Improvements 6/1/20 - 10/30	3-DUA19-79		900.00
				Vendor 5873 - ELIE FARAH INC Total:	**900.00**
Vendor: 6140 - ERC ROOFING & WATERPROOFING					
100-1610-8100	ERC ROOFING & WATERPROO	City Hall Roof Replacement	1		49,794.00
100-2127	ERC ROOFING & WATERPROO	Retention	1		-2,489.70
				Vendor 6140 - ERC ROOFING & WATERPROOFING Total:	**47,304.30**
Vendor: 1357 - EXECUTIVE ELEVATOR INC					
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 10/2020	91010		135.00
				Vendor 1357 - EXECUTIVE ELEVATOR INC Total:	**135.00**
Vendor: 0087 - FEDEX					
100-1825-7626	FEDEX	Document Delivery	7-181-11419		95.97
				Vendor 0087 - FEDEX Total:	**95.97**
Vendor: 5659 - FLOWERS BY SHAREN					
100-1020-7711	FLOWERS BY SHAREN	Raffle Gifts for Thanksgiving Event 11/19/20	005		300.00
				Vendor 5659 - FLOWERS BY SHAREN Total:	**300.00**
Vendor: 4039 - FSP DESIGNS					
100-1605-7735	FSP DESIGNS	TC Family Feud T-Shirts	7468		557.31
100-1605-7735	FSP DESIGNS	TC Family Feud Decal	7482		15.88
100-1605-7735	FSP DESIGNS	Mayors Youth Council Polo Shirt	7577		268.23
				Vendor 4039 - FSP DESIGNS Total:	**841.42**
Vendor: 4690 - FULLER ENGINEERING INC					
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	142562		644.03
				Vendor 4690 - FULLER ENGINEERING INC Total:	**644.03**
Vendor: 4308 - GARVEY EQUIPMENT COMPANY					
100-1410-7887	GARVEY EQUIPMENT COMPA	Tamping Rammer Maintenance/Repair	133668		353.49
100-1410-7887	GARVEY EQUIPMENT COMPA	Line Trimmer Maintenance/Repair	133669		87.56
				Vendor 4308 - GARVEY EQUIPMENT COMPANY Total:	**441.05**

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 4942 - GCR MARKETING NETWORK					
100-1405-7975	GCR MARKETING NETWORK	Demographics Web Application 11/2020 - 11/202	13		450.00
				Vendor 4942 - GCR MARKETING NETWORK Total:	**450.00**
Vendor: 6181 - GOOGLE LLC					
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 10/1/20 - 10/31/20	3810720822		1,090.44
				Vendor 6181 - GOOGLE LLC Total:	**1,090.44**
Vendor: 5408 - HUNTINGTON & DUARTE INC					
100-1205-7781	HUNTINGTON & DUARTE INC	Sheriff's Dept Fuel	451789/7719		32.47
				Vendor 5408 - HUNTINGTON & DUARTE INC Total:	**32.47**
Vendor: 4501 - IRONWOOD UNLIMITED INC					
100-1610-7618	IRONWOOD UNLIMITED INC	City Hall Improvements	102820-01		456.61
				Vendor 4501 - IRONWOOD UNLIMITED INC Total:	**456.61**
Vendor: T2285 - JESUS ROBLES					
100-4809	JESUS ROBLES	Rec Refund-Little All Stars (Dylan Robles)	2000773.002		35.00
				Vendor T2285 - JESUS ROBLES Total:	**35.00**
Vendor: 5291 - L & M FOOTWEAR					
100-1410-7636	L & M FOOTWEAR	Lamberto Flores Safety Boots	0012820-IN		400.00
100-1410-7636	L & M FOOTWEAR	Sean McBride Safety Boots	0012821-IN		400.00
				Vendor 5291 - L & M FOOTWEAR Total:	**800.00**
Vendor: 1042 - MIKE TARR					
100-2023	MIKE TARR	City Kitty Bereavement Gift	11052020		75.00
				Vendor 1042 - MIKE TARR Total:	**75.00**
Vendor: 6129 - MORNEAU SHEPELL LIMITED					
100-1810-7673	MORNEAU SHEPELL LIMITED	2021 Random Management Fee	1278191		150.00
100-1810-7673	MORNEAU SHEPELL LIMITED	Drug and/or Alcohol Testing 7/2020 - 9/2020	1278191		230.00
				Vendor 6129 - MORNEAU SHEPELL LIMITED Total:	**380.00**
Vendor: 5794 - MOSS, LEVY & HARTZHEIM LLP					
100-1805-7654	MOSS, LEVY & HARTZHEIM LL	FY20 Final Audit	10626		13,000.00
				Vendor 5794 - MOSS, LEVY & HARTZHEIM LLP Total:	**13,000.00**
Vendor: T2488 - NICK LOPEZ					
100-4407	NICK LOPEZ	Unused Field Time Due to Covid Shutdown	R84246		1,500.00
				Vendor T2488 - NICK LOPEZ Total:	**1,500.00**
Vendor: 6124 - OKTA INC					
100-1815-7632	OKTA INC	Identity Srvc Provider 10/31/20 - 10/30/21	INV101915		3,458.66
				Vendor 6124 - OKTA INC Total:	**3,458.66**
Vendor: T4326 - PASILLAS BASEBALL LEAGUE					
100-4407	PASILLAS BASEBALL LEAGUE	Unused Field Time Due to Covid Shutdown	R83868-Field		1,350.00
				Vendor T4326 - PASILLAS BASEBALL LEAGUE Total:	**1,350.00**
Vendor: 2466 - POST ALARM SYSTEMS					
100-1610-7652	POST ALARM SYSTEMS	CH/Yard Alam Monitoring 12/1/20 - 12/31/20	1316268		87.56
				Vendor 2466 - POST ALARM SYSTEMS Total:	**87.56**
Vendor: 5837 - RELATION INSURANCE SERVICES					
100-1605-7728	RELATION INSURANCE SERVIC	AmeriCorps Health Insurance 12/2020	T454-C-1220	202107-Duarte's Promise-Exp	1,819.90
				Vendor 5837 - RELATION INSURANCE SERVICES Total:	**1,819.90**

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 4998 - RICOH USA INC					
100-1405-7613	RICOH USA INC	Lg Format Copier Maint 11/1/20 - 1/31/21	5060742095		96.63
				Vendor 4998 - RICOH USA INC Total:	**96.63**
Vendor: 0196 - RUTAN & TUCKER LLP					
100-1015-7686	RUTAN & TUCKER LLP	General City Litigation 9/2020	881433		5,040.00
100-1015-7686	RUTAN & TUCKER LLP	NPDES Litigation 9/2020	881562		18,070.00
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 9/2020	881563		9,158.84
100-1015-7686	RUTAN & TUCKER LLP	Trademark Legal 9/2020	881984		742.00
				Vendor 0196 - RUTAN & TUCKER LLP Total:	**33,010.84**
Vendor: 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY					
100-1205-7780	SAN GABRIEL VALLEY HUMAN	Animal Shelter Services 11/2020	11-2020D		5,166.67
				Vendor 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY Total:	**5,166.67**
Vendor: 5441 - SILVER & WRIGHT LLP					
100-1015-7684	SILVER & WRIGHT LLP	1001 Las Lomas Legal 9/2020	27020		6,925.59
100-1015-7684	SILVER & WRIGHT LLP	1230 Hunt Dr Legal 9/2020	27020		44.80
100-1015-7684	SILVER & WRIGHT LLP	Arberry Legal 9/2020	27020		1,930.99
				Vendor 5441 - SILVER & WRIGHT LLP Total:	**8,901.38**
Vendor: 0206 - SIMON EQUIPMENT RENTALS					
100-1605-7730	SIMON EQUIPMENT RENTALS	Light Tower Rental (Halloween Howl)	120165		227.38
				Vendor 0206 - SIMON EQUIPMENT RENTALS Total:	**227.38**
Vendor: 0209 - SMART & FINAL					
100-1010-7980	SMART & FINAL	Pumpkin Carving Drinks	28102		17.62
100-1605-7730	SMART & FINAL	Halloween Howl Drive-Thru Candy	10403		219.80
				Vendor 0209 - SMART & FINAL Total:	**237.42**
Vendor: 0220 - SOUTHERN CALIFORNIA NEWS GROUP					
100-1010-7670	SOUTHERN CALIFORNIA NEW	Legal Advertising 10/2020	495714		1,256.00
				Vendor 0220 - SOUTHERN CALIFORNIA NEWS GROUP Total:	**1,256.00**
Vendor: 2688 - STAPLES ADVANTAGE					
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	3461008088		109.11
100-1805-7614	STAPLES ADVANTAGE	Lysol Wipes	3461249808		29.43
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3461249809		25.35
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	3461312894		43.63
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3461312895		95.39
100-1010-7614	STAPLES ADVANTAGE	Office Supplies	3461382488		48.98
100-1405-7614	STAPLES ADVANTAGE	Office Supplies	3461582125		25.34
				Vendor 2688 - STAPLES ADVANTAGE Total:	**377.23**
Vendor: 3661 - SUPERIOR CT OF CAL CO OF LOS ANGELES					
100-1205-7761	SUPERIOR CT OF CAL CO OF L	Citation Tax Revenue 10/2020	11112020		6,935.00
				Vendor 3661 - SUPERIOR CT OF CAL CO OF LOS ANGELES Total:	**6,935.00**
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
100-1410-7814	SUPERIOR PROPERTY SERVICE	Citywide Graffiti Removal 10/2020	16463		1,432.70
				Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:	**1,432.70**
Vendor: 5029 - THE TECHNOLOGY DEPOT INC					
100-1815-7830	THE TECHNOLOGY DEPOT INC	Telephone Cloud Services 12/2020	14916		564.00
100-1815-7830	THE TECHNOLOGY DEPOT INC	Mitel Maintenance 12/2020	14917		422.00
100-1815-7830	THE TECHNOLOGY DEPOT INC	SD Wan w/VELO Cloud Connect 12/2020	14918		567.60
100-1815-7821	THE TECHNOLOGY DEPOT INC	VITA Mgmt 12/2020	14919		553.00
				Vendor 5029 - THE TECHNOLOGY DEPOT INC Total:	**2,106.60**

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5581 - THOMSON REUTERS-WEST PUBLISHING CORP					
100-1205-7655	THOMSON REUTERS-WEST PU	EOC Software 10/1/20 - 10/31/20	843266051		166.88
				Vendor 5581 - THOMSON REUTERS-WEST PUBLISHING CORP Total:	**166.88**
Vendor: T4329 - TROPICAL BREEZE CUSTOM POOLS INC					
100-2120	TROPICAL BREEZE CUSTOM P	Pool Construction Deposit Refund (2508 Freeborn)	R81643		500.00
				Vendor T4329 - TROPICAL BREEZE CUSTOM POOLS INC Total:	**500.00**
Vendor: T4364 - VICTOR DEL RIO					
100-4407	VICTOR DEL RIO	Unused Field Time Due to Covid Shutdown	R83371		220.00
				Vendor T4364 - VICTOR DEL RIO Total:	**220.00**
Vendor: 0237 - WAXIE SANITARY SUPPLY					
100-1610-7618	WAXIE SANITARY SUPPLY	Janitorial Supplies	79553436		219.00
				Vendor 0237 - WAXIE SANITARY SUPPLY Total:	**219.00**
				Fund 100 - GENERAL FUND Total:	**176,256.61**
Fund: 220 - GAS TAX FUN					
Vendor: 6194 - HURTADO LANDSCAPE AND CONCRETE					
220-2205-8060	HURTADO LANDSCAPE AND C	ADA Ramp @Mountain & Euclid	1862		7,460.00
				Vendor 6194 - HURTADO LANDSCAPE AND CONCRETE Total:	**7,460.00**
				Fund 220 - GAS TAX FUN Total:	**7,460.00**
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 1997 - COUNTY OF LOS ANGELES AGRIC COMMR/WTS & MEASURES					
240-2410-7663	COUNTY OF LOS ANGELES AG	Gopher Control for Turf Medians 9/2020	0545P		130.37
				Vendor 1997 - COUNTY OF LOS ANGELES AGRIC COMMR/WTS & MEASURES Total:	**130.37**
Vendor: 4501 - IRONWOOD UNLIMITED INC					
240-2410-7891	IRONWOOD UNLIMITED INC	Hunt Dr Median Improvemen	102820-01		145.09
				Vendor 4501 - IRONWOOD UNLIMITED INC Total:	**145.09**
				Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:	**275.46**
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
440-4405-7887	SUPERIOR PROPERTY SERVICE	Bus Stop Cleaning 10/14/202	16464		1,278.75
				Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:	**1,278.75**
				Fund 440 - PROPOSITION A TRANSIT FUND Total:	**1,278.75**
Fund: 460 - PROPOSITION C TRANSIT FUND					
Vendor: 5307 - SUPERIOR PROPERTY SERVICES INC					
460-4605-7980	SUPERIOR PROPERTY SERVICE	Bus Stop Cleaning 10/14/202	16464		1,046.25
				Vendor 5307 - SUPERIOR PROPERTY SERVICES INC Total:	**1,046.25**
				Fund 460 - PROPOSITION C TRANSIT FUND Total:	**1,046.25**
Fund: 680 - Duarte Housing Authority					
Vendor: 6175 - HARRIS & ASSOCIATES					
680-6805-7965	HARRIS & ASSOCIATES	SB2 Rehab Program Development 9/27/20 - 10/24/20	46664	202029-Prof. Svc-Housing Reh	3,938.50
680-6805-7965	HARRIS & ASSOCIATES	FY20 SB341 Report 9/27/20 - 10/24/20	46667		331.25
				Vendor 6175 - HARRIS & ASSOCIATES Total:	**4,269.75**
				Fund 680 - Duarte Housing Authority Total:	**4,269.75**
				Grand Total:	**190,586.82**

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	176,256.61
220 - GAS TAX FUN	7,460.00
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	275.46
440 - PROPOSITION A TRANSIT FUND	1,278.75
460 - PROPOSITION C TRANSIT FUND	1,046.25
680 - Duarte Housing Authority	4,269.75
Grand Total:	**190,586.82**

Account Summary

Account Number	Account Name	Payment Amount
100-1010-7614	Office Supplies	48.98
100-1010-7670	Legal Notices	1,256.00
100-1010-7980	Other Expenses	17.62
100-1015-7680	City Attorney Legal	9,158.84
100-1015-7684	Code Enforcement Legal	8,901.38
100-1015-7686	Other Legal Services	23,852.00
100-1020-7711	Employee Recognition C	300.00
100-1020-7713	Historical Museum Bldg	380.01
100-1205-7612	Publications and Dues	200.00
100-1205-7650	Vehicle Maintenance	1,191.90
100-1205-7655	Emergency Services	166.88
100-1205-7761	Parking Ticket Collect	6,935.00
100-1205-7762	Parking Pass Kiosk Costs	273.15
100-1205-7780	Animal Control	5,571.67
100-1205-7781	Contract Law Enforceme	4,473.80
100-1405-7613	Duplications And Photos	96.63
100-1405-7614	Office Supplies	146.08
100-1405-7800	Building Department Ser	26,719.40
100-1405-7965	Professional Services	2,445.00
100-1405-7967	Public Works Inspection	291.00
100-1405-7975	Economic Development	450.00
100-1410-7636	Uniforms	800.00
100-1410-7650	Vehicle Maintenance	1,061.94
100-1410-7814	Graffiti Removal	1,432.70
100-1410-7887	Repairs & Replacements	441.05
100-1605-7650	Vehicle Maintenance	139.11
100-1605-7728	Americorp's VIP Progra	1,819.90
100-1605-7730	Special Events	640.84
100-1605-7735	Teen Center	841.42
100-1605-7736	Youth & Adult Recreatio	38.45
100-1605-7980	Other Expenses	40.00
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100-1610-7618	Building Supplies	1,039.44
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100-1805-7614	Office Supplies	73.06
100-1805-7654	Audit Services	13,000.00
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100-1810-7673	Physical Exams	380.00
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100-1815-7821	Personal Computer Supp	553.00
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100-1825-7613	Duplications And Photos	109.11
100-1825-7626	Postage	95.97
100-1825-7630	Equipment Lease	875.51
100-1825-7631	Equipment Maintenance	159.64

Account Summary

Account Number	Account Name	Payment Amount
100-2023	EE City Kitty Contributio	75.00
100-2120	Refundable Deposits	500.00
100-2127	Retention Payable	-2,489.70
100-4407	Sports Field Rentals	4,720.00
100-4809	Sports Program Fees	35.00
220-2205-8060	Sidewalk Improvements	7,460.00
240-2410-7663	Other Serv-Medians	130.37
240-2410-7891	Repairs-Medians	145.09
440-4405-7887	Repairs & Replacements	1,278.75
460-4605-7980	Other Expenses	1,046.25
680-6805-7965	Professional Services	4,269.75
	Grand Total:	**190,586.82**

Project Account Summary

Project Account Key	Payment Amount
None	184,828.42
202029-Prof. Svc-Housing Rehab-Harris & Assoc.	3,938.50
202107-Duarte's Promise-Expense	1,819.90
Grand Total:	**190,586.82**

Account Summary

Account Number	Account Name	Payment Amount
100-2023	EE City Kitty Contributio	75.00
100-2120	Refundable Deposits	500.00
100-2127	Retention Payable	-2,489.70
100-4407	Sports Field Rentals	4,720.00
100-4809	Sports Program Fees	35.00
220-2205-8060	Sidewalk Improvements	7,460.00
240-2410-7663	Other Serv-Medians	130.37
240-2410-7891	Repairs-Medians	145.09
440-4405-7887	Repairs & Replacements	1,278.75
460-4605-7980	Other Expenses	1,046.25
680-6805-7965	Professional Services	4,269.75
	Grand Total:	**190,586.82**

Project Account Summary

Project Account Key	Payment Amount
None	184,828.42
202029-Prof. Svc-Housing Rehab-Harris & Assoc.	3,938.50
202107-Duarte's Promise-Expense	1,819.90
Grand Total:	**190,586.82**

PUBLIC SAFETY STATUS REPORT NOVEMBER 2020

PROJECT/PROGRAM	STATUS
L.A. COUNTY SHERIFF'S DEPARTMENT	
1. Part 1 Crimes	Part 1 Crime is up 5.9% year to date
2. Crime Trends	Catalytic converter theft, thefts from vehicles, and shoplifting, are still leading the current crime trends. Public Safety has sent out alerts regarding the catalytic converter theft and theft from vehicles and Sergeant Summers and Special Assignment Deputy Valenzuela have met with Target loss prevention in order to reduce the amount of theft from Target. Special Assignment Deputies Milano and Gonzales have put together an operation to target catalytic converter theft and theft from vehicles.
MEASURE H and OUTREACH COORDINATION	
1. Five Cities Grant	The City of Duarte was assigned a case manager in April from Union Station. The case manager is working from home due to COVID-19 and visits Duarte locations twice a week. She has been working out of the Duarte Park Recreation Center. She continues to communicate daily with our Outreach Coordinator to provide services to the homeless. Six people have been housed to date.
2. Outreach Coordinator	The Outreach Coordinator (Tony Hadloc) makes a daily (Monday through Friday) sweep through the entire City and checks the parks twice daily in an effort to conduct daily outreach to the homeless. In addition, he responds to all calls for service from residents, businesses, and staff. He is in daily contact with the Union Station Case Manager. Tony can be reached at 626-357-7938 X317 or by email at hadloca@accessduarte.com if a call for service needs to be reported. He has been working very closely with the Department of Mental Health and Union Station to assist the adult female who can be seen at the corner of Huntington and Highland.
CODE ENFORCEMENT	
1. Shopping Carts	Ordinance No. 20-O-06 went into effect on August 28th. Seven administrative citations have been issued to date.
2. Short Term Rentals	The first reading of the ordinance will be at the November 24th City Council meeting.

EMERGENCY PREPAREDNESS	
1. Emergency Operations Center	The Emergency Operations Center has been operating remotely while monitoring COVID – 19 operations. As of now, there is no end date for COVID – 19 operations.
2. Thermal camera and Radio Repeater Antenna Installation	The City of Duarte and Santa Teresita entered into an agreement that allowed the City to install a thermal camera on the roof of the Santa Teresita Medical Building in order to monitor the foothills for fire. In addition, the City will be installing its radio repeater antenna on the roof, which will greatly increase the efficiency of the City radios.

COMMUNITY DEVELOPMENT
STATUS REPORT
NOVEMBER 2020

PROJECT/PROGRAM	STATUS
IN PROCESS	
Slow Streets Program	In the first round of sign installation **54 signs have been installed. Signs will be added to second side to increase visibility.** Weekly installs continuing.
New Stop Sign at Mountain and Euclid.	Frontier has moved utility box to allow new crosswalk installation. **Stop sign installed.**
City of Hope Parking in Neighborhoods	City has received complaints about City of Hope employees parking in the neighborhood to the west of campus in and around Beardslee School. City contacted City of Hope to stress importance of addressing situation. They have provided daily monitors to limit employees parking in the area and have educated employees to use City of Hope operated lots.
Housing Element	Signed contract with Karen Warner Associates to prepare the 2021-2029 Housing Element. The project will start with data collection. Public outreach is scheduled for Fall 2020. City was approved for a $150,000 LEAP Grant from HCD that will fund this project.
Acquisition and Rehab Program	Signed contract with Harris & Associates to develop an acquisition and rehab program to encourage rehab of existing apartment complexes citywide with increased affordability. Funded by a State SB 2 Grant.
Windsor Circle	The gas line replacement is still underway on Windsor Circle. The projected completion of the project is early January 2021.
New Traffic Signals	Work on new traffic signals at the City of Hope began September 1. New signal on Duarte Road at Circle Rd. **in process.** Median changes on Duarte Rd. are included in this project. Signals at Duarte Rd. at Village Rd. and Buena Vista at Village Rd. to follow in the next 12 months.
City Hall Roof Replacement Project	ERC roofing started the roof replacement project in late October. The roof replacement was completed November 13.
DEVELOPMENT	
New Hope Village	New 150 room hotel. Permits were issued in early June. **Framing in process.** Winter 2021 completion expected.
Esperanza at Duarte Station 1700 Business Center Dr.	Former Woodward building has been demolished. MBK submitted for building plan check on the 344 unit project. **Late**

PROJECT/PROGRAM	STATUS
	November start work is expected. Esperanza chosen by MBK as project name.
The Residences at Duarte Station 1750 Business Center Dr.	MBK, developer of Building A has recently purchased this property. The 292 unit building will be a second phase scheduled for 2022.
The Huntington (1413 Huntington Drive)	A 161 unit mixed use project. In construction. Framing in process now. Summer 2021 completion expected.
City of Hope	Working with the City of Hope on various projects in process, such as: north parking lot (approx. 1,000 spaces) construction to begin in September; Radial Imaging Center (9,000 s.f. building, in construction); infrastructure improvements, including three new traffic lights Summer 2020, Circle Rd. and Duarte Rd. first intersection; Medical Office Building completed recently completed; Duarte Outpatient Clinic (DOC), an upcoming 8 story, 350,000 square foot building approval process Fall 2020; and several other upcoming projects.
Wyndham Hawthorn Suites Hotel (1230 Huntington Drive	The project was approved. It is a two phase project with a total of 178 rooms with 72 in the first phase. **Demo completed.** Staff has met with new Architect on working drawings.
Verizon Cell Tower Construction 2701 Royal Oaks Drive	In construction. Spring 2021 completion expected.
New Commercial Building 2137 Huntington	**Grading has started.** This will be a commercial building, Bright Smile Dental and retail space.
PUBLIC WORKS	
Royal Oaks Extension Parking Lot Upgrade	ADA upgrades to Royal Oaks Parking Lot Extension. R&R of existing asphalt, new ADA compliant sidewalk around the parking lot, additional stalls, and landscape upgrades. January construction.
Buena Vista & Kellwil Traffic Signal Design	KOA will start the PS&E services for the warranted traffic signal at Buena Vista & Kellwil. The PS&E phase will be completed by the end of February 2021.
Town Center Sidewalk and Lighting Improvements	In design phase.
City Hall Courtyard Design	Draft engineer's plans completed. Had initial meeting with Landscape Architect.
Central – 210 Traffic Signal	In process, Late Summer/Early Fall 2020 construction, most likely. Paid for by Caltrans. City working with County on Buena Vista signal upgrades.

PROJECT/PROGRAM	STATUS
SCE Steel Pole Replacement	SCE is replacing all SCE owned, metal, street lights. Project completed. Anticipating the Citywide LED lighting project, these lights will be LED at no additional cost to the City.
SCE Citywide LED Light Conversion	Recently completed. SCE replaced all SCE owned lights with LED fixtures.
Edison's Honeywell Circuit Upgrades	Edison has been issued ROW permits to start the upgrades to the Honeywell Circuit. They will be contacting residents and restricting construction during the holidays. The project is estimated to be completed by the end of December.
Climatec	
Solar Panels **Solar Thermal** **HVAC** **Irrigation Controls** **LED Lighting** **Building Controls** **Building Lighting**	Completed. Completed. Completed. 95% complete. Installation revised to December start date. Completed. Completed.

PARKS AND RECREATION
STATUS REPORT
November 2020

PROJECT/PROGRAM	STATUS
PARKS AND TRAILS	
Duarte Skatepark has Reopened	As of November 18th, the Duarte Skatepark has reopened. However, to help prevent the spread of COVID-19 at the skatepark, the public is required to wear a face covering, except when skating. Additionally, those utilizing the park should be sure to provide space of at least 6 feet at all times, bring their own hand sanitizer and sanitize frequently, and stay home if they are not feeling well.
YOUTH AND SENIOR PROGRAMS	
Winter Registration	Registration for the Department's winter recreational classes will begin the week of Monday, December 7th. To view the full list of this upcoming winter recreational offerings, please visit accessduarte.com and then click on the City News icon.
SPECIAL EVENTS	
Holiday Home Decorating Contest	Tis the season to deck the home! To enter the City's first Holiday Home Decorating Contest, email duarteparksactive@accessduarte.com with your name, address, and contact number by December 10th. Winners will be announced by December 15th on the City's website and social media platforms. Additionally, winners will each receive a yard sign and a special holiday gift from the City.
Santa's Mailbox	Once again, the Department is monitoring Santa's Mailbox this season. St. Nick's mailbox will be located in the City Hall Courtyard. Letters may be deposited there anytime through December 13th or mailed to 1600 Huntington Drive, Duarte, CA 91010-2592, Attention: Santa Claus. Please include your address and phone number, as all letters will be forwarded to the North Pole and Santa will write back!
Virtual Winter Holiday Festival Presentation	Join the Teen Center as it celebrates this seasons holidays: Hanukkah, Christmas, and Kwanzaa virtually! The festival will include musical numbers, cultural presentations and a mini holiday play. The presentation will be viewable on the City's YouTube Channel starting Wednesday, December 9th at 5:30pm.
Santa's Sleigh Ride Thru Duarte	**You better watch out because Santa Claus is coming to Duarte! This holiday season, Santa will be keeping spirits bright by visiting**

	neighborhoods starting Wednesday, December 16th through December 18th between 5:30 pm and 9:00 pm. We encourage children and families to come out of their homes, stay six feet apart from those outside of their households, and wave at Santa as he comes to town! To ensure you don't miss Santa, you can view the City's "Santa Finder" at accessduarte.com for his up to date location and event map.

City of Duarte

MONTHLY FINANCIAL REPORT

Month Ended October 31, 2020
(33.3% of FY 2020-21 Completed)

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	Page #
Treasury Report	
Monthly Activity and Balances	2
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******A Quick Glance at Unemployment Rates in Duarte and the Region******

Unemployment Rate (in %)*					
	Jan-20	Apr-20	Jul-20	Aug-20	Sep-20
Irwindale	6.7	28.0	25.7	23.5	21.3
Duarte	**5.4**	**23.8**	**21.7**	**19.7**	**17.8**
Baldwin Park	4.7	22.1	19.4	17.9	16.4
Azusa	4.4	18.9	16.3	14.9	13.6
Monrovia	3.8	17.8	15.6	14.1	12.9
Arcadia	3.4	16.7	15.2	13.4	12.2
Glendora	4.0	17.3	15.3	13.5	12.0
Los Angeles County	4.5	20.4	18.5	16.8	15.1

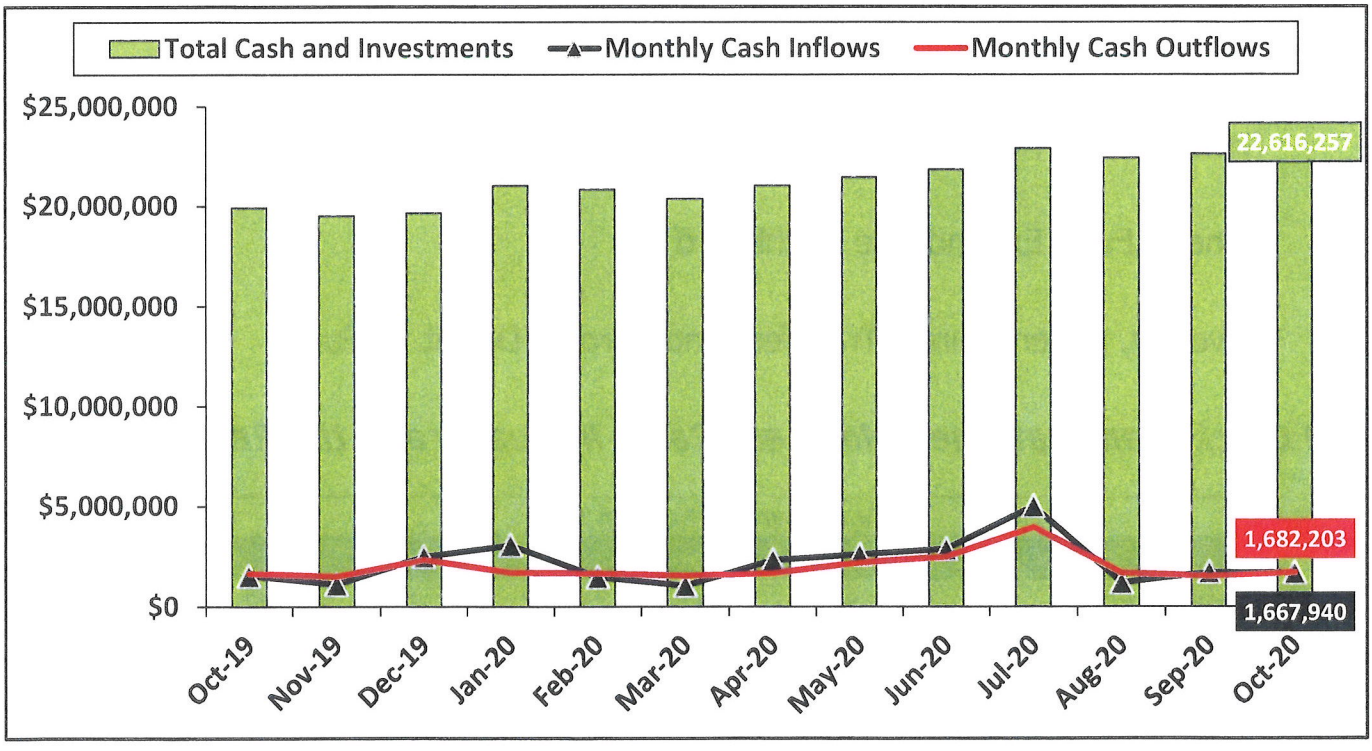
** "Unemployment Rate" is number of unemployed persons as a percentage of the civilian labor force*

CITY OF DUARTE

Treasury Report - Monthly Activity & Balances

Month Ended October 31, 2020

MONTHLY ACTIVITY			
	Bank*	LAIF*	Total
Beginning Balance (10/01/2020)	$7,267,857	$15,362,663	**$22,630,520**
Cash Inflows			
Receipts	$1,635,317	$32,622	**$1,667,940**
Transfers In	$0	$0	**$0**
Total Cash Inflows	$1,635,317	$32,622	**$1,667,940**
Cash Outflows			
Disbursements	$1,682,203	$0	**$1,682,203**
Transfers Out	$0	$0	**$0**
Total Cash Outflows	$1,682,203	$0	**$1,682,203**
Net Activity	($46,885)	$32,622	**($14,263)**
Ending Balance (10/31/2020)	**$7,220,972**	**$15,395,285**	**$22,616,257**

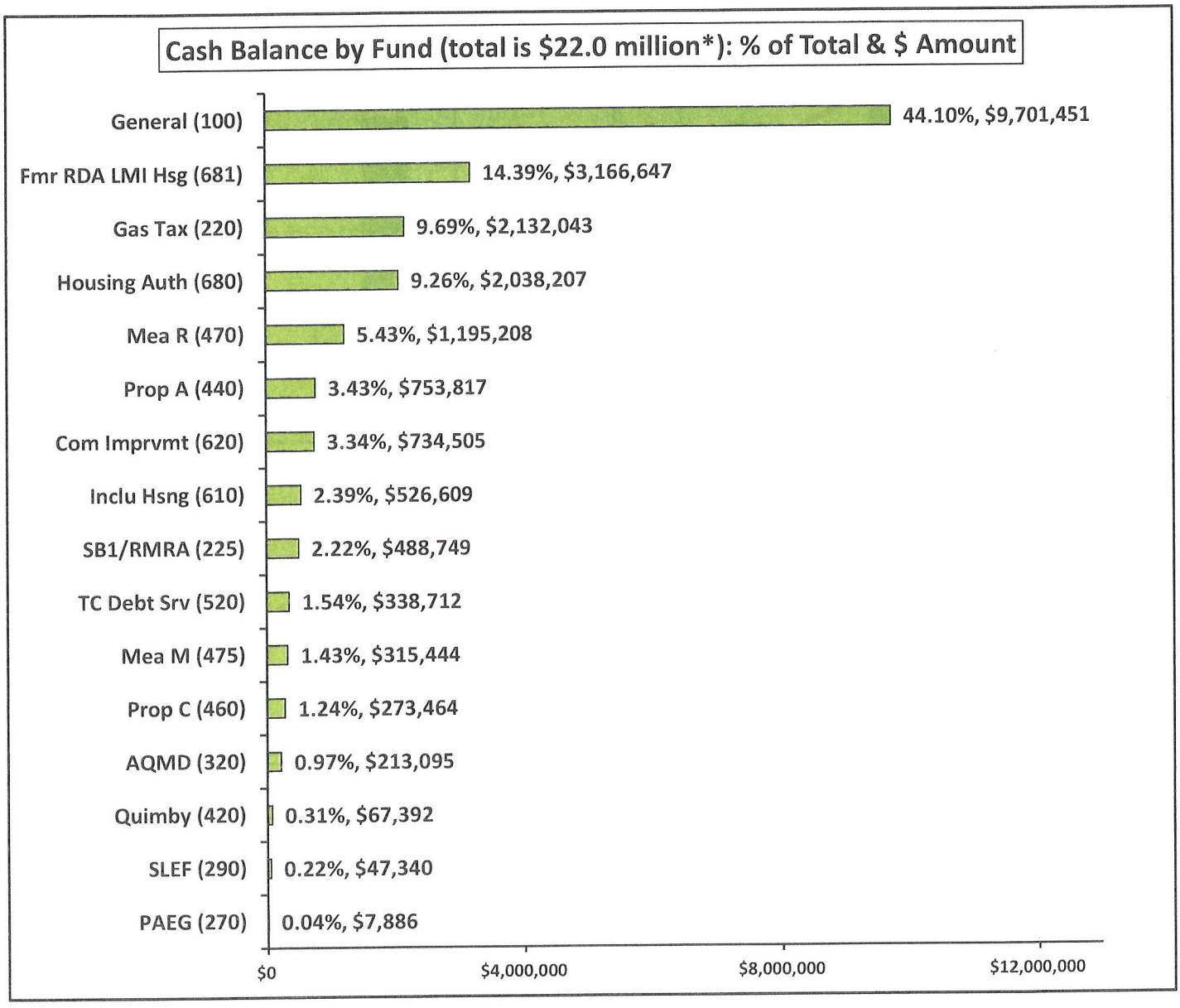


*The "Bank" balance refers to the balance in the City's primary checking account. The "LAIF" balance refers to the City's investment balance with the Local Agency Investment Fund, which is part of the State of California's Pooled Money Investment Account and administered by the California State Treasurer.

CITY OF DUARTE

Treasury Report - Cash Balance by Fund

Month Ended October 31, 2020



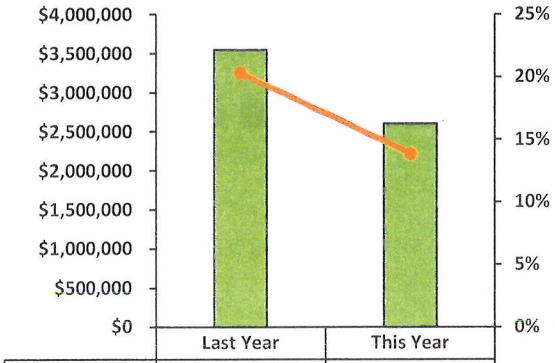
*Source: City of Duarte general ledger. Note that the total cash balance as shown in the City's general ledger does not equal precisely to the combined ending "Bank" and "LAIF" balances shown on the previous page. Because certain transactions are reflected at different times in the general ledger as compared to the City's bank account, the combined "Bank" and "LAIF" balances will rarely equal precisely the City's general ledger cash balance. The City performs a monthly "bank reconciliation" to reconcile these balances.

**Funds with zero or negative cash balances are not shown above.

CITY OF DUARTE

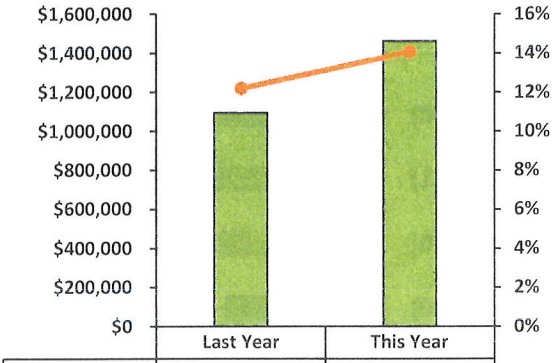
General Fund Revenue by Category & Major Sources
FY 2020-21 Year-to-Date Through October versus Prior Year

Total GF Revenue



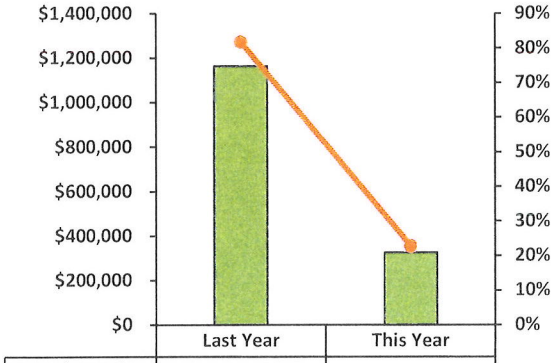
	Last Year	This Year
$ YTD thru October	$3,547,112	$2,598,711
% of Bud Received	20.3%	13.9%

Taxes



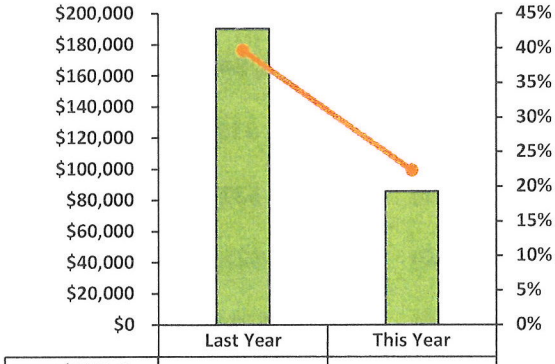
	Last Year	This Year
$ YTD thru October	$1,094,471	$1,460,987
% of Bud Received	12.2%	14.1%

Licenses & Permits



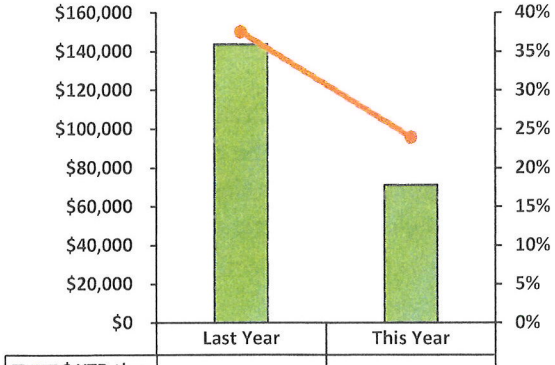
	Last Year	This Year
$ YTD thru October	$1,163,940	$324,475
% of Bud Received	81.8%	22.7%

Fines & Forfeitures



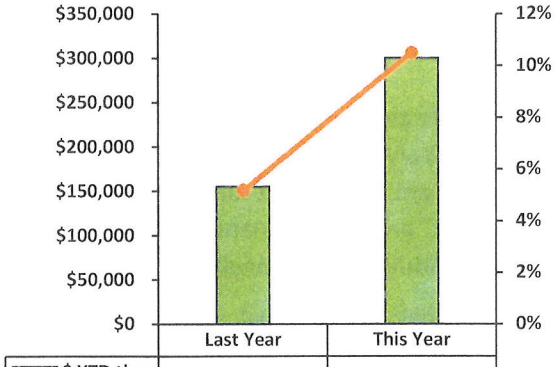
	Last Year	This Year
$ YTD thru October	$190,318	$85,916
% of Bud Received	39.6%	22.3%

Use of Money and Property



	Last Year	This Year
$ YTD thru October	$143,745	$71,274
% of Bud Received	37.5%	23.9%

Intergovernmental

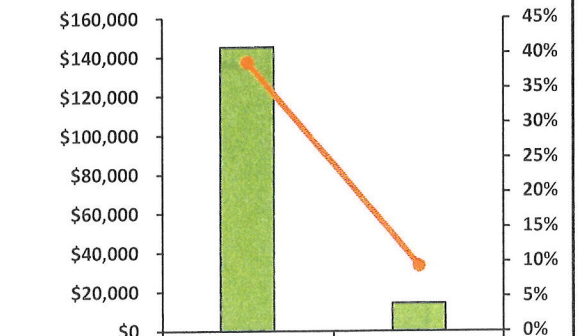


	Last Year	This Year
$ YTD thru October	$155,468	$300,124
% of Bud Received	5.2%	10.5%

CITY OF DUARTE

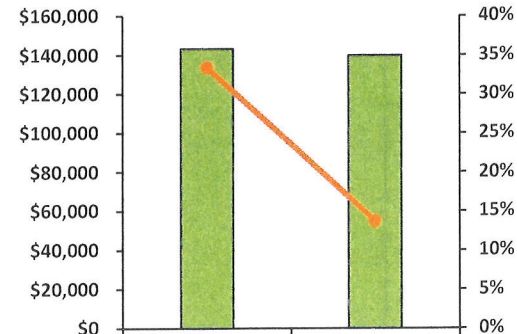
General Fund Revenue by Category & Major Sources
FY 2020-21 Year-to-Date Through October versus Prior Year

Recreation Fees



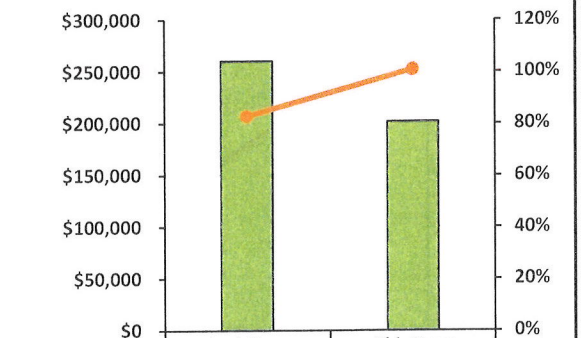
	Last Year	This Year
$ YTD thru October	$145,309	$14,194
% of Bud Received	38.7%	9.4%

Other Service Charges



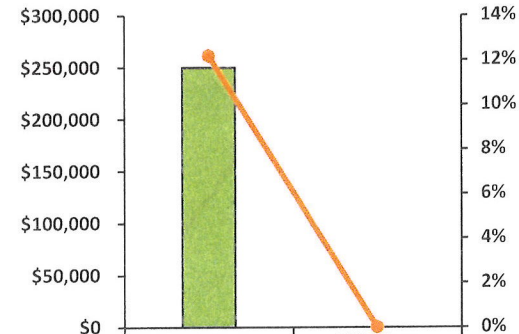
	Last Year	This Year
$ YTD thru October	$143,407	$139,823
% of Bud Received	33.4%	13.7%

Miscellaneous



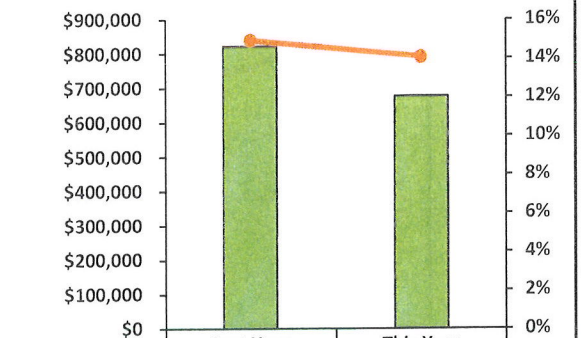
	Last Year	This Year
$ YTD thru October	$260,455	$201,919
% of Bud Received	82.7%	100.9%

Reimbursements



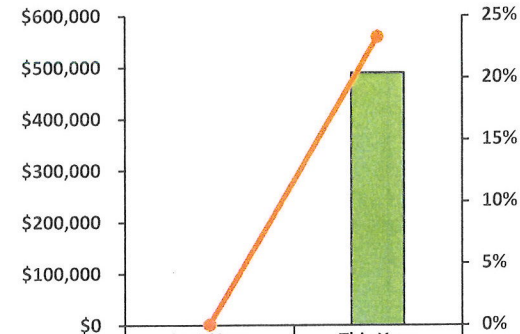
	Last Year	This Year
$ YTD thru October	$250,000	$0
% of Bud Received	12.2%	0.0%

Sales and Use Tax



	Last Year	This Year
$ YTD thru October	$822,032	$676,358
% of Bud Received	14.9%	14.0%

Transactions (New Sales) Tax



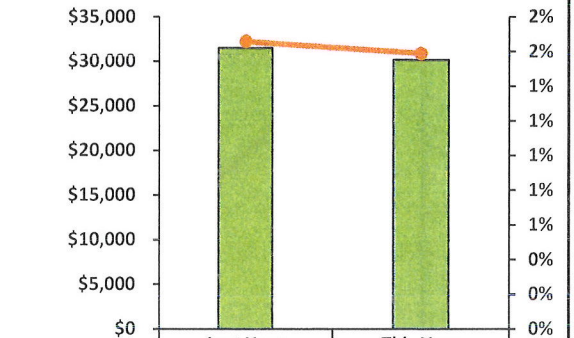
	Last Year	This Year
$ YTD thru October	$0	$489,707
% of Bud Received	0.0%	23.2%

CITY OF DUARTE

General Fund Revenue by Category & Major Sources

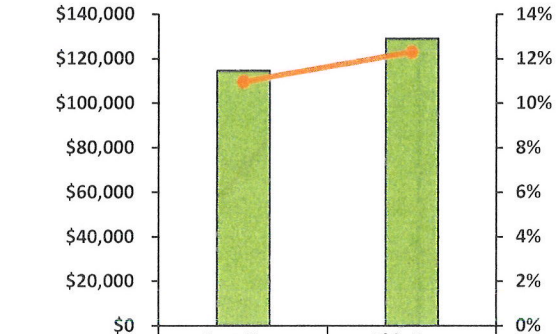
FY 2020-21 Year-to-Date Through October versus Prior Year

Property Tax



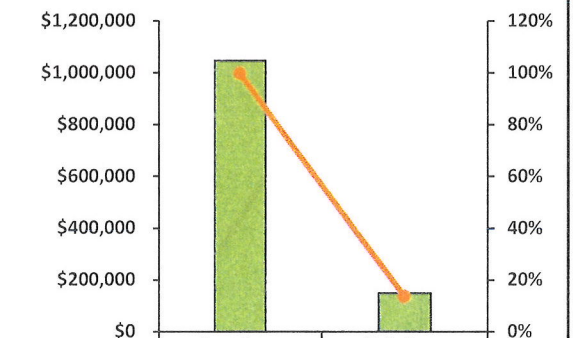
	Last Year	This Year
$ YTD thru October	$31,520	$30,179
% of Bud Received	1.7%	1.6%

Franchise Tax



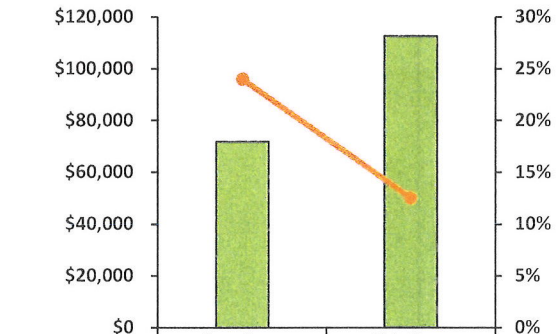
	Last Year	This Year
$ YTD thru October	$114,606	$129,075
% of Bud Received	11.0%	12.3%

Building Permits



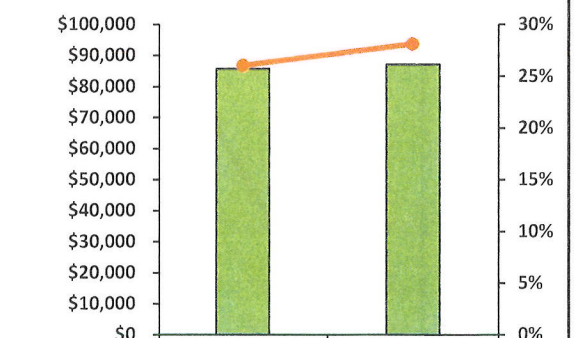
	Last Year	This Year
$ YTD thru October	$1,047,030	$149,313
% of Bud Received	99.7%	13.6%

Plan Check Fees



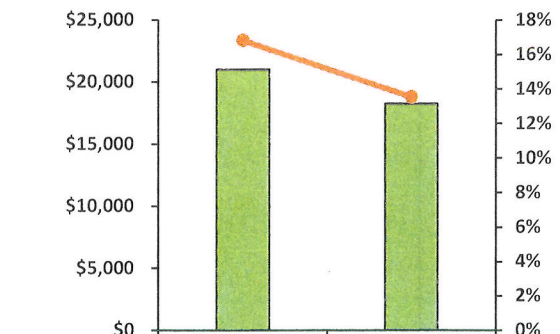
	Last Year	This Year
$ YTD thru October	$71,932	$112,663
% of Bud Received	24.0%	12.5%

Business License



	Last Year	This Year
$ YTD thru October	$85,810	$87,091
% of Bud Received	26.0%	28.1%

Transient Occupancy Tax



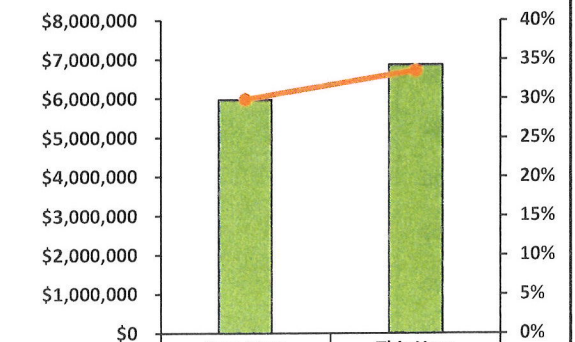
	Last Year	This Year
$ YTD thru October	$21,008	$18,268
% of Bud Received	16.8%	13.5%

CITY OF DUARTE

General Fund Expenditures by Category & Division

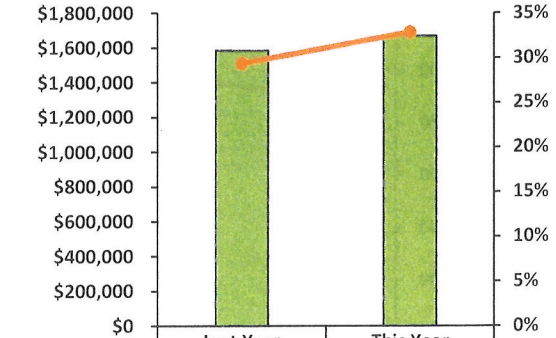
FY 2020-21 Year-to-Date Through October versus Prior Year

Total GF Expenditures



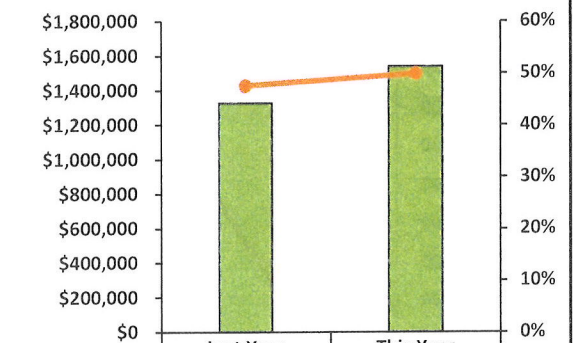
	Last Year	This Year
$ YTD thru October	$5,962,882	$6,858,656
% of Bud Expended	29.9%	33.5%

Personnel-Salaries



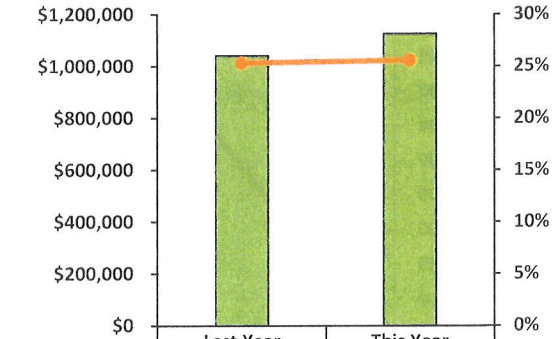
	Last Year	This Year
$ YTD thru October	$1,586,121	$1,669,783
% of Bud Expended	29.4%	32.8%

Personnel-Nonsalary



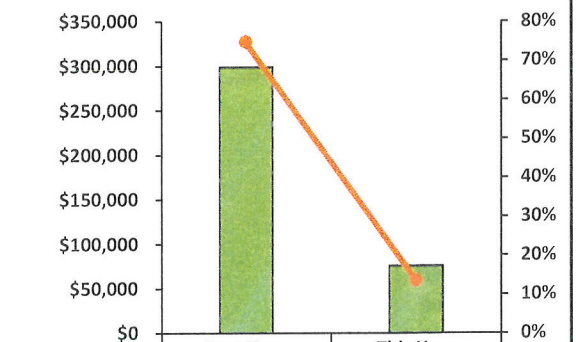
	Last Year	This Year
$ YTD thru October	$1,325,470	$1,540,192
% of Bud Expended	47.5%	49.9%

Sherriff Contract



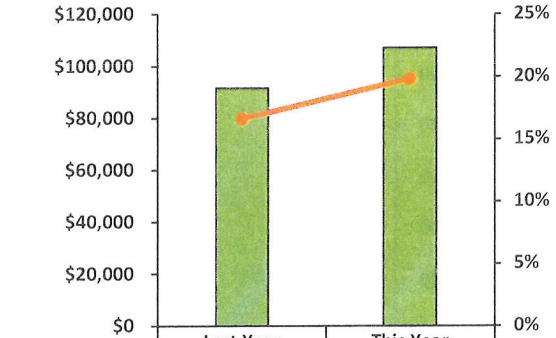
	Last Year	This Year
$ YTD thru October	$1,041,405	$1,125,402
% of Bud Expended	25.3%	25.6%

Building Dept Services



	Last Year	This Year
$ YTD thru October	$298,617	$75,633
% of Bud Expended	74.7%	13.4%

Legal Services



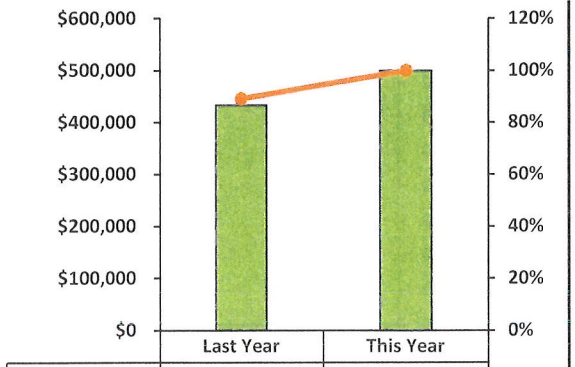
	Last Year	This Year
$ YTD thru October	$91,637	$107,147
% of Bud Expended	16.6%	19.8%

CITY OF DUARTE

General Fund Expenditures by Category & Division

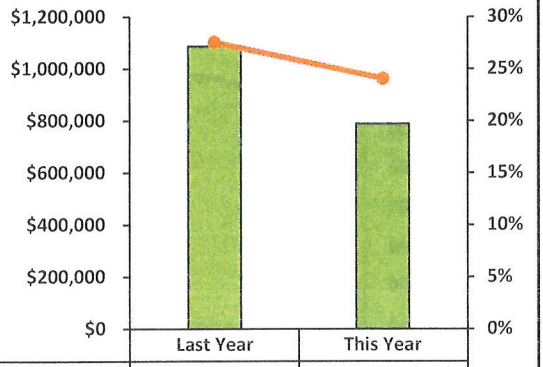
FY 2020-21 Year-to-Date Through October versus Prior Year

Insurance Coverage



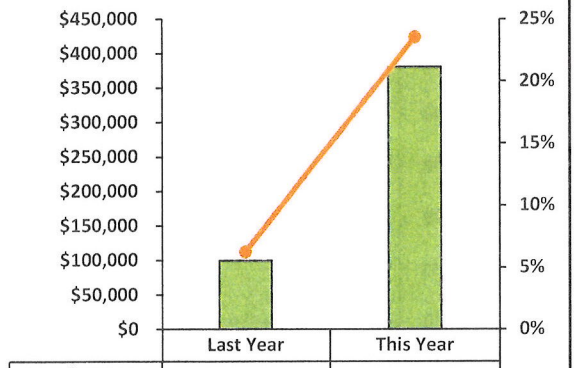
	Last Year	This Year
$ YTD thru October	$432,968	$499,747
% of Bud Expended	89.3%	99.9%

Other Operating Expenses



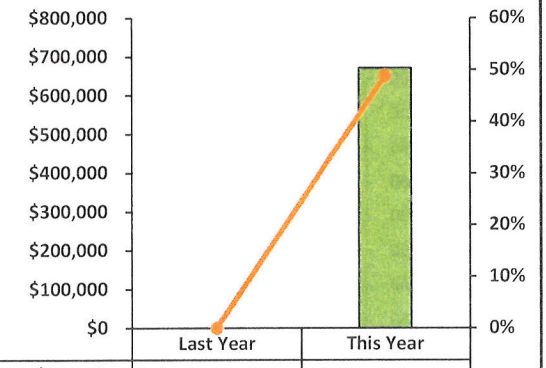
	Last Year	This Year
$ YTD thru October	$1,086,839	$788,221
% of Bud Expended	27.5%	24.1%

Capital Expenses



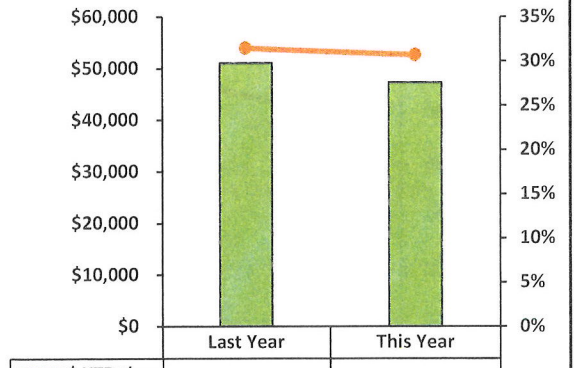
	Last Year	This Year
$ YTD thru October	$99,824	$381,225
% of Bud Expended	6.2%	23.6%

Transfers Out



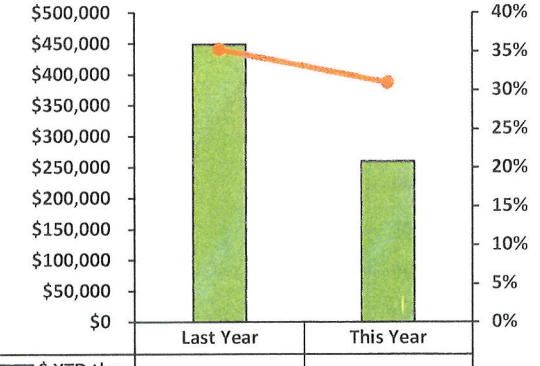
	Last Year	This Year
$ YTD thru October	$0	$671,307
% of Bud Expended	0.0%	48.8%

City Council



	Last Year	This Year
$ YTD thru October	$51,057	$47,355
% of Bud Expended	31.5%	30.7%

City Manager/City Clerk



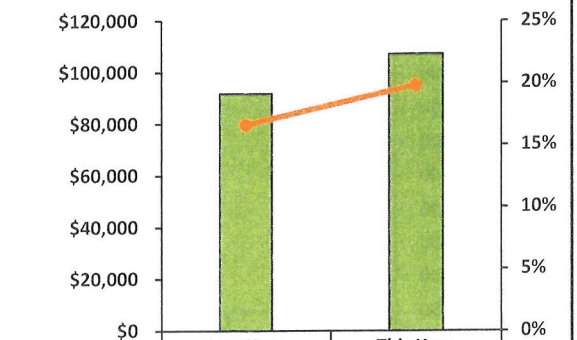
	Last Year	This Year
$ YTD thru October	$448,582	$260,021
% of Bud Expended	35.2%	31.0%

CITY OF DUARTE

General Fund Expenditures by Category & Division

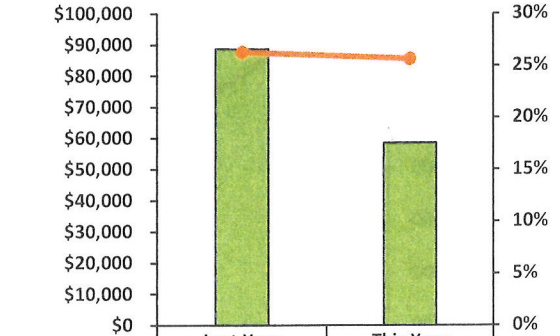
FY 2020-21 Year-to-Date Through October versus Prior Year

Legal Services



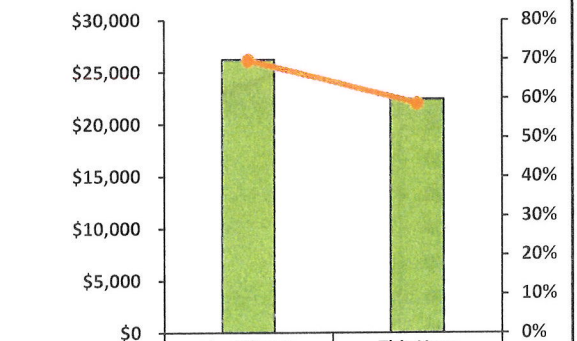
	Last Year	This Year
$ YTD thru October	$91,637	$107,147
% of Bud Expended	16.6%	19.8%

Community Promotions



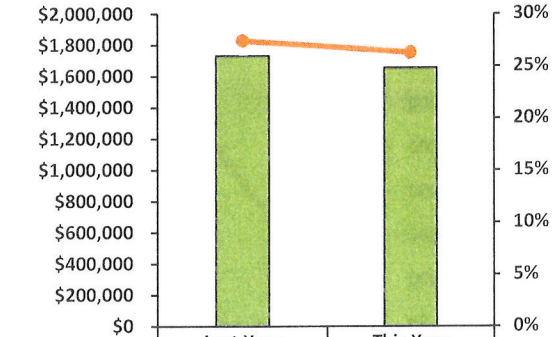
	Last Year	This Year
$ YTD thru October	$88,671	$58,524
% of Bud Expended	26.3%	25.6%

Memberships



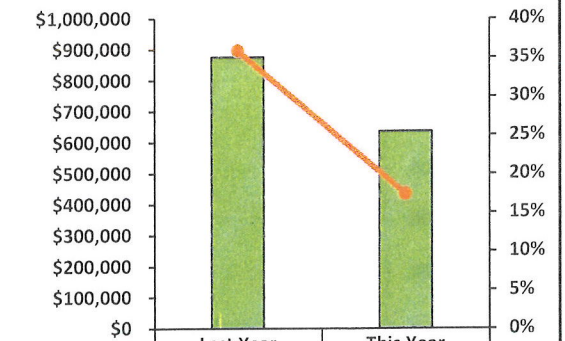
	Last Year	This Year
$ YTD thru October	$26,227	$22,419
% of Bud Expended	69.8%	58.7%

Public Safety



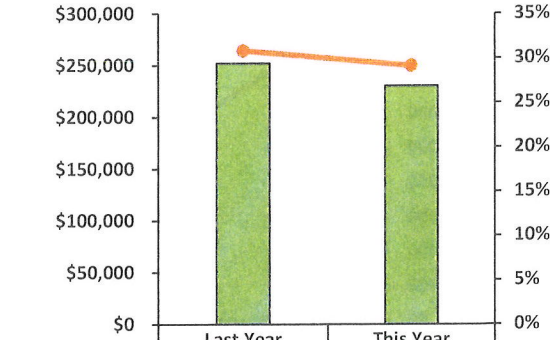
	Last Year	This Year
$ YTD thru October	$1,731,910	$1,655,447
% of Bud Expended	27.4%	26.3%

Community Development



	Last Year	This Year
$ YTD thru October	$875,728	$637,034
% of Bud Expended	35.8%	17.3%

Field Services



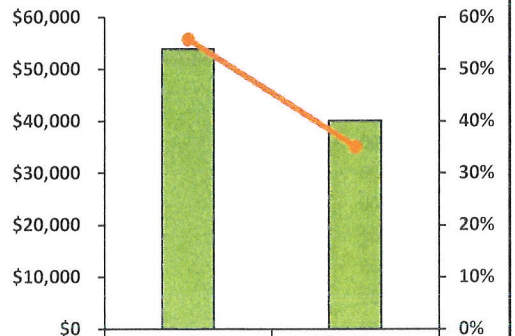
	Last Year	This Year
$ YTD thru October	$252,063	$230,382
% of Bud Expended	30.8%	29.1%

CITY OF DUARTE

General Fund Expenditures by Category & Division

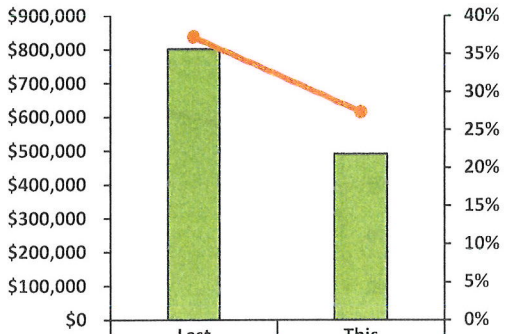
FY 2020-21 Year-to-Date Through October versus Prior Year

Sports Park



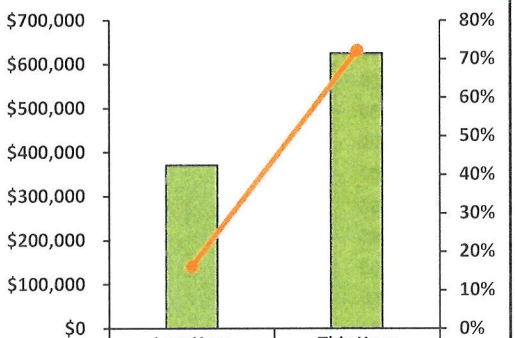
	Last Year	This Year
$ YTD thru October	$53,901	$40,104
% of Bud Expended	55.8%	35.1%

Parks & Recreation



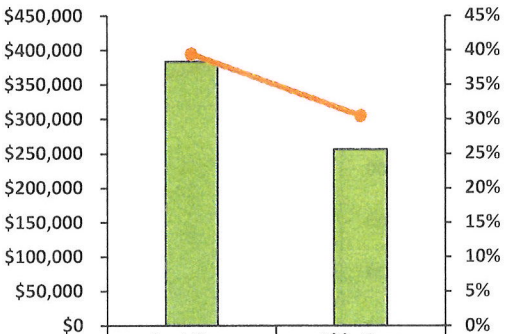
	Last Year	This Year
$ YTD thru October	$801,953	$491,318
% of Bud Expended	37.2%	27.4%

Facilities Maintenance



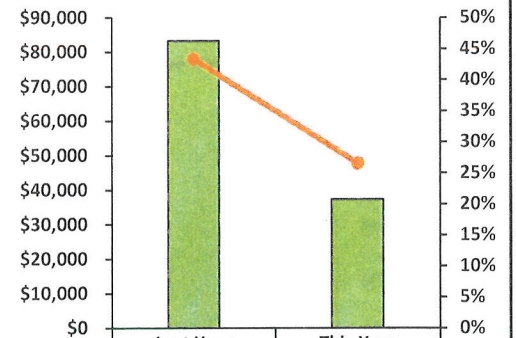
	Last Year	This Year
$ YTD thru October	$371,165	$626,162
% of Bud Expended	16.1%	72.2%

Finance



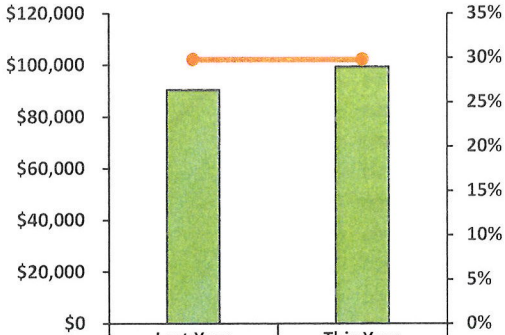
	Last Year	This Year
$ YTD thru October	$383,741	$256,360
% of Bud Expended	39.5%	30.5%

Personnel



	Last Year	This Year
$ YTD thru October	$83,332	$37,348
% of Bud Expended	43.3%	26.5%

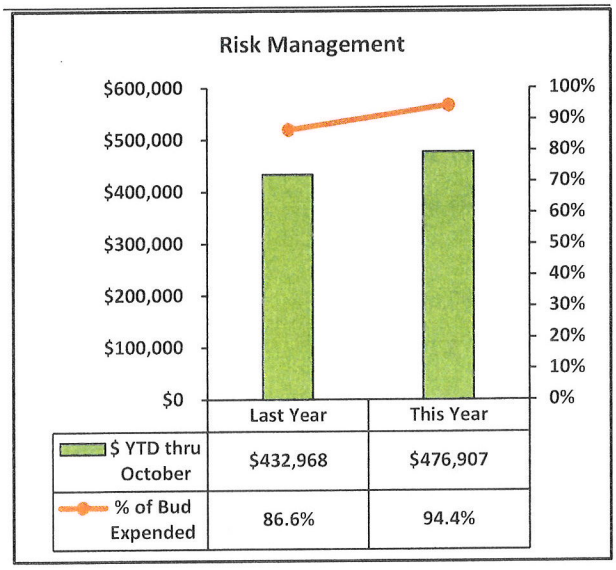
Information Technology



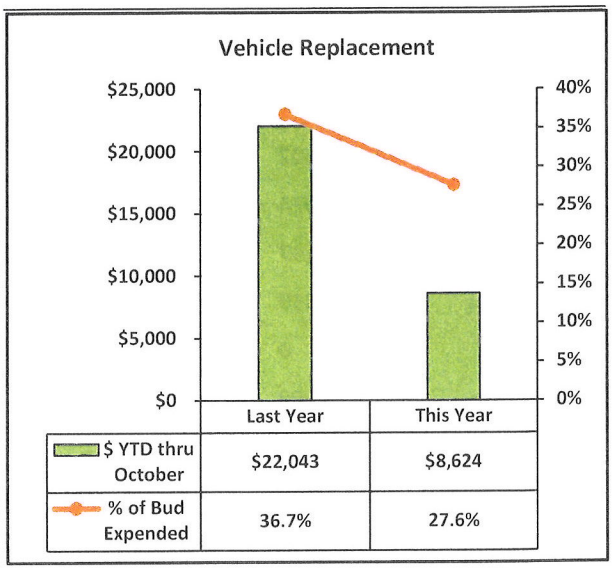
	Last Year	This Year
$ YTD thru October	$90,466	$99,461
% of Bud Expended	29.8%	29.8%

CITY OF DUARTE

General Fund Expenditures by Category & Division
FY 2020-21 Year-to-Date Through October versus Prior Year



	Last Year	This Year
$ YTD thru October	$432,968	$476,907
% of Bud Expended	86.6%	94.4%



	Last Year	This Year
$ YTD thru October	$22,043	$8,624
% of Bud Expended	36.7%	27.6%

CITY OF DUARTE

Total Revenue, Expenditures, Transfers, and Year-to-Date Surplus/(Deficit) by Fund

FY 2020-21 Year-to-Date Through October

Fund #	Fund Name	Beginning Fund Balance*	Revenue	Transfers In	Expenditures	Transfers Out	Surplus / (Deficit)	Ending Fund Balance
100	General	15,567,602	2,598,711	0	6,187,349	671,307	(4,259,945)	11,307,657
220	Gas Tax	1,992,924	180,705	0	46,681	0	134,025	2,126,948
225	SB1/RMRA	418,697	70,052	0	0	0	70,052	488,749
240	Lghtng & Lndscpng	145,339	0	0	380,665	0	(380,665)	(235,326)
260	CDBG	0	0	0	3,100	0	(3,100)	(3,100)
270	PAEG	3,599	0	0	0	0	0	3,599
290	Supp Law Enfrcmnt	(101)	77,396	0	40,956	0	36,441	36,340
300	Bike & Ped Safety	0	0	0	0	0	0	0
320	Air Quality (AQMD)	214,026	0	0	1,239	0	(1,239)	212,787
400	Park Development	0	0	0	0	0	0	0
420	Quimby	67,295	0	0	0	0	0	67,295
440	Prop A	732,150	148,927	0	129,241	0	19,686	751,836
460	Prop C	247,109	123,529	0	98,558	0	24,971	272,080
470	Mea R	1,198,341	92,611	0	104,614	0	(12,003)	1,186,338
475	Mea M	339,776	105,435	0	130,368	0	(24,932)	314,844
490	Mea W	0	0	0	72,014	0	(72,014)	(72,014)
520	Town Cntr Debt Serv	413,740	0	0	75,515	0	(75,515)	338,225
521	Infra Mod Debt Srv	1,134	0	0	220,837	0	(220,837)	(219,703)
610	Inclusionary Hsng	525,850	0	0	0	0	0	525,850
620	Community Impr	457,196	276,250	0	0	0	276,250	733,446
625	STPL	0	0	0	0	0	0	0
680	Housing Auth	1,401,771	100	671,307	37,976	0	633,431	2,035,202
681	Fmr RDA L/M Hsg	4,043,834	0	0	0	0	0	4,043,834
Total - All Funds		**27,770,282**	**3,673,716**	**671,307**	**7,529,112**	**671,307**	**(3,855,396)**	**23,914,886**

*Preliminary

Agenda Item: _____

CM Review:

Fiscal Review:

AGENDA REPORT

MEETING DATE:	November 24, 2020
TO:	Mayor and Members of the City Council
FROM:	Craig Hensley, Community Development Director
BY:	Yesenia Paez, Community Development Technician
SUBJECT:	Award of Contract for the Parking Lot Improvement Project at Royal Oaks Park - Project 21-6.
RECOMMENDATION:	That the City Council award the construction contract to FS Contractors, Inc. in the amount of $145,907.75
FISCAL IMPACT:	This is a General Fund project. The project cost is $145,907.75, and is included in the Fiscal Year (FY) 2020-2021 budget funded by proceeds from a lump sum payment from Verizon Wireless

---

BACKGROUND

As a part of the lease agreement for the Verizon Wireless facility adjacent to the Royal Oaks East parking lot, Verizon was required to pay a $210,000 lump sum payment. The intent was for a portion of this payment to fund parking lot upgrades. Verizon Wireless made the payment when the lease was signed and those funds will be used for this project.

The parking lots at Royal Oaks Park on the east and west side of Las Lomas Avenue have not been repaved for several years and are in need of repair. There is also not an accessible sidewalk on the east side of Las Lomas Avenue through the park. The proposed project will address these issues.

DISCUSSION/ANALYSIS

The scope of the work includes removing of existing curb, curb and gutter, sidewalk, driveways, and wood posts. The enhancements will include ADA improvements, construction of curb, curb and gutter, sidewalk, driveways, curb ramps, and cold milling two (2) inches of asphalt concrete and resurfacing. Additionally, localized pavement repairs as needed, installing pavement markings, installing signs, and all appurtenant work.

A pre-bid mandatory meeting was held at the project location on October 15, 2020 with a total of 20 attendees. One side of the parking lot will remain open during construction. The job is expected to be completed within 45 working days after the notice to proceed.

On October 29, 2020, the City opened bids for the above project. The results of the bid opening are as follows:

1	**FS Contractors, Inc.**	**$ 145,907.75**
2	**Towo Enterprise Inc.**	**$ 156,000.75**
3	**E C Construction**	**$ 156,135.47**
4	**Century Paving Inc.**	**$ 177,494.02**
5	**All American Asphalt**	**$ 177,751.80**
6	**Pavewest, Inc.**	**$ 196,607.60**
7	**PALP dba Excel Paving**	**$ 204,031.40**
8	**DM Contracting, Inc.**	**$ 212,777.82**
9	**Aramexx Group, Inc.**	**$ 240,055.09**
10	**KASA Construction, Inc.**	**$ 268,887.00**

FS Contractors has completed other contracts for the City, such as the citywide concrete repair project, and has done an exceptional job.

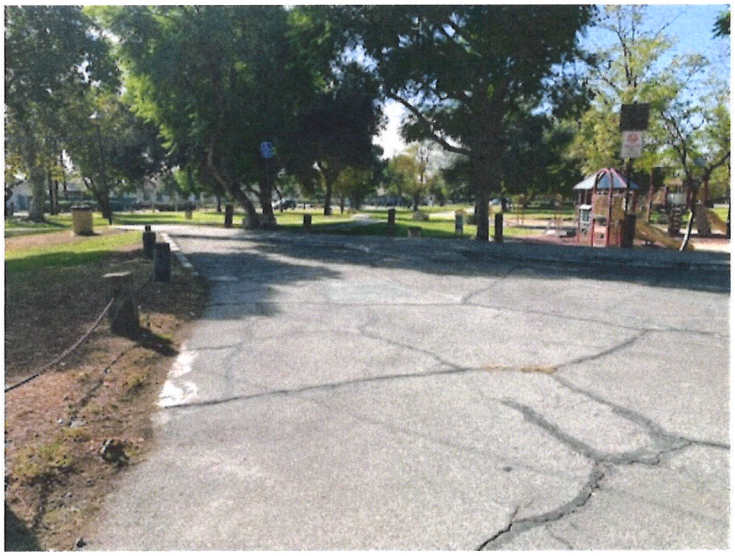
RECOMMENDATION

That the City Council award the construction contract to FS Contractors, Inc. in the amount of $145,907.75.

FISCAL IMPACT

This is a General Fund project. The project cost is $145,907.75, and is included in the FY 2020-2021budget funded by proceeds from a lump sum payment from Verizon Wireless.

Parking Lot Improvement Project at Royal Oaks Park



Agenda Item: _____

CM Review:

Fiscal Review:

AGENDA REPORT

MEETING DATE:	November 24, 2020
TO:	Mayor and Members of the City Council
FROM:	Craig Hensley, Community Development Director
BY:	Teresa Renteria, Assistant Civil Engineer
SUBJECT:	Notice of Completion for the Citywide Concrete Repair Project Fiscal Year (FY) 19/20, Project No. 20-4
RECOMMENDATION:	Accept the Citywide Concrete Repair Project – FY 2019-2020, Project No. 20-4 as complete; and Authorize the City Clerk to initiate the Notice of Completion
FISCAL IMPACT:	This project is funded with Measure R funds, $143,676.71

BACKGROUND

The Public Works Division annually surveys sidewalks, curbs and gutters citywide to evaluate accessibility and potential risks. In addition to the evaluation, staff responds to resident reports of hazardous and failing sidewalk, curb ramps, or curb and gutter conditions.

The annual Concrete Repair Project consisted of the removal and replacement of concrete sidewalks, curb, gutters, driveway approaches, and curb ramps that have been damaged by tree roots or other factors that pose a hazard to pedestrians or vehicular travel.

This annual project has improved the accessibility and safety for pedestrians and significantly reduced the number of trip and fall claims in the City of Duarte, thereby becoming an integral part of the City's Risk Management Plan.

DISCUSSION/ANALYSIS

On May 21, 2020, the bids were submitted electronically, and on June 9, 2020, City Council awarded the project to Ruiz Concrete and Paving Inc., the lowest responsive and responsible bidder.

During construction, a few additional locations were found with hazardous conditions either as a result of trip hazards which required some additional work. These items were added to the existing

concrete contract. These changes increased the project cost from $114,346.85 to $143,676.71, a $29,329.86 increase. The FY 2019-2020 budget allotted $150,000 for sidewalk repair.

Ruiz Concrete and Paving Inc. successfully completed the above project.

RECOMMENDATION

Accept the Citywide Concrete Repair Project – FY 2019-2020, Project No. 20-4 as complete; and Authorize the City Clerk to initiate the Notice of Completion.

FISCAL IMPACT

This project is funded with Measure R funds, $143,676.71.

ATTACHMENTS

Attachment A: Project Locations – Before and After Images

BEFORE AND AFTER IMAGES

Melcanyon Rd at Deerlane Dr
(At Valley View Elementary School)

2502 Elda St

3411 Fallcreek Rd

Encanto Pkwy at Avila Gardens

Huntington Dr east of Pops Rd

Markwood St at Conata St

1164 Huntington Dr (tree removed and replaced)

Agenda Item: _____

CM Review: _____

Fiscal Review: _____

AGENDA REPORT

MEETING DATE:	November 24, 2020
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 2019-20
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 October 1st 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 2019-20 reflects the following findings:

- A total of $332,713 was deposited into the Housing Asset Fund; the majority of the deposits originated from a land sale at 1305 Huntington Drive.
- There were no Housing Asset Fund Expenditures during FY 2019-20.
- A total of $4,043,834 in assets owned by the Housing Successor was reported, assets consist of cash and land held for resale.

- The Housing Asset Fund has an excess surplus of $862,897 in FY 2019-20. The Housing Successor must encumber any excess surplus amount within three fiscal years. The Housing Successor is working to encumber the funds for affordable housing before the end of the three-year period.

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 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 2019-20

2019-20 Housing Successor Agency Annual Report

DUARTE HOUSING AUTHORITY

Housing Successor Agency to the Former Duarte Redevelopment Agency

October 1, 2020

Prepared for:

CITY OF DUARTE

Prepared by:

Harris & Associates

22 Executive Park, Suite 200
Irvine, California 92614
(949) 655-3900

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Section 2 Low and Moderate Income Housing Asset Fund 6

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2.2 Expenditure Limitations 6

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APPENDICES

A Housing Asset Transfer Form

Section 1 Introduction

This Fiscal Year ("FY") 2019-20 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 to the California Department of Housing and Community Development ("HCD") by December 31st each year.

1.1 Reporting Requirements

Senate Bill ("SB") 341 (2013-14) established that all former redevelopment agency housing assets must be maintained in a separate fund called the Low and Moderate 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 Moderate 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 2019-20, available on the City's website, will be completed in December 2020, and include an audit of the Housing Asset Fund. This Report presents the activities of the Housing Successor for FY 2019-20.

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 $1,202,253 or $220,400.***

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")) – ***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) – ***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 remaining funds be spent on extremely low income rental units until in compliance. 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 in compliance.

    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 of its funds in a single year on lower income households, as long as it was 20% or less of the total expenditures during the five-year compliance period. The first five-year compliance period began on January 1, 2014 and ends on June 30, 2019. Compliance will be evaluated in this Report.

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 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 Low and Moderate Income Housing Asset Fund

The Housing Asset Fund replaced the former Agency's Low and Moderate Income Housing Fund. It includes all assets transferred from the Agency to the Housing Authority via the HAT.

2.1 Housing Asset Fund Deposits and Ending Balance

As shown on Table 1 below, the Housing Authority deposited $332,713 into the Housing Asset Fund during FY 2019-20. Revenues were generated from the sale of the property located at 1305 Huntington Drive, interest earnings, and a silent second note payment.

Table 1. Fiscal Year 2019-20 Housing Asset Fund Deposits

Revenue Source		Amount
Land Sale - 1305 Huntington Drive	$	250,775
Interest Earnings		71,937
Silent Second Note Payment - 2338 Huntington Drive		10,000
Total	**$**	**332,713**

Source: City of Duarte, Fund 681 Trial Balance

As shown on Table 2 below, the Housing Asset Fund closed FY 2019-20 with $4 million in assets[1] - None of which is held to pay for enforceable obligations on the ROPS.

Table 2. Fiscal Year 2019-20 Housing Asset Fund Ending Balance

Balance Type [1]		Amount
Cash	$	3,162,081
Land Held for Resale		881,753
Total	**$**	**4,043,834**

[1] Excludes balance of Silent Second loans receivable, as it is not a part of the audited financials Asset Balance.

Source: City of Duarte, Fund 681 Trial Balance

2.2 Expenditure Limitations

Table 3 summarizes Housing Asset fund expenditures on administrative costs and homeless prevention in FY 2019-20, and affordable housing activities by income level from July 1, 2019 through June 30, 2024.

[1] Excludes the balance of Silent Second loans receivable, as it is not part of the audited financial Asset Balance. The balance of the loans receivable was recorded as an allowance for doubtful accounts, as they are all forgivable and it is unknown if they will be paid.

Table 3. Fiscal Year 2019-20 Housing Asset Fund Expenditures

	Annual Limits 2019-20		Five-Year Limits July 1, 2019 - June 30, 2024		
	Admin/ Monitoring	*Rapid Rehousing*	*Ext. Low <30% AMI*	*Very Low 31-60% AMI*	*Low 61-80% AMI*
FY 2019-20	$0	$0	$0	$0	$0
FY 2020-21					
FY 2021-22					
FY 2022-23					
FY 2023-24					
Total Expenditures	**$0**	**$0**	**$0**	**$0**	**$0**
SB 341 Limitation	*$220,400*	*$250,000*	*>30%*	*N/A*	*<20%*
Compliant (Yes/No)	**Yes**	**Yes**	**Yes**	**Yes**	**Yes**

Source: City of Duarte, Fund 481 Trial Balance

There were no Housing Asset Fund expenditures during FY 2019-20. The Housing Authority expenditures meet proportionality requirements for the July 1, 2019 through June 30, 202 five-year period.

2.3 Statutory Value of Real Properties and Loan Receivables

The Housing Authority inherited 7 properties, 1 loan, and 1 low-mod encumbrance from the former Agency when it dissolved on February 1, 2012. Table 4 below shows the total value of real properties and loans receivable. The Housing Asset Transfer Form in Appendix A shows more detailed information about each property and loan receivable.

Table 4. Fiscal Year 2019-20 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 (23 loans)	$	320,500
Subtotal	**$**	**320,500**
Total	**$**	**1,202,253**

Source: City of Duarte, Duarte Housing Asset Transfer Form

The total statutory value of real properties is $881,753 and outstanding loan receivables total is $320,500, for a combined value of $1,202,253.

Section 3 Property Development & Disposition

HSC Section 34176(e) 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 - The Housing Authority will be adopting a resolution to allow 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 7 real properties transferred from the Agency to the Housing Authority (pursuant to the HAT), 2 have been sold and developed into affordable housing, 3 were sold and are in the process of being developed, and 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 42-unit affordable senior housing development for very low-income seniors.

- **2400 Huntington Drive**

  This 20,345 square foot property was acquired with the intent of to assemble a group of properties to the east for a comprehensive residential development between the Elks Club and Las Brisas homes. If all properties in this area are combined, the development area would be approximately 1.29 acres in size and would accommodate about 25 residential units at the current zoning.

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

  These four properties were acquired over time with the goal of creating a larger mixed-use town center area. The Successor Agency to the former Agency also owns a property in this area (1415 Huntington) and maintains the same goal. The general idea is to develop the eastern portion of the site with approximately 100-140 residential units (35-50 units/acre) and redevelop the existing commercial center by removal of some buildings and façade enhancement of others and focusing on tying the entire project together. 1423 and 1437 Huntington Drive were sold on October 15, 2018 and the proceeds of the sale were transferred to the Housing Asset Fund. 1305 Huntington Drive was sold in 2017, but the journal entry was completed and the proceeds transferred to the Housing Asset Fund in April of 2020 – The sale is reflected on this Report. The Rite Aid Parking Lot Area remains to be sold.

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 that were produced over the last 10 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 either the Housing Authority or former Agency during the past 10 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 below, the Housing Authority and former Agency assisted 1 property in the last ten years where 100% of the units are restricted to seniors. 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 10 years are restricted to seniors. The Housing Authority would have to subsidize at least 42 non-senior, affordable units to meet the required limitations to have the ability to subsidize additional senior units in the future. When the Housing Authority is back in compliance, it will need to consider these proportionality requirements and subsidize units in a way that keeps the proportions in compliance.

Table 5. Deed-Restricted Rental Units Assisted Since Fiscal Year 2010-11

Property Address	# Restricted Units	# Senior Restricted Units	Acquired/ Assisted	Covenant Expires
1700 Huntington Dr.	42	42	2015	2060
Total	**42**	**42**		
% 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 should 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 below, the Housing Asset Fund has an excess surplus of $862,897 in the Housing Asset Fund for FY 2019-20. 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. The Housing Authority will be working to encumber the funds for affordable housing before the end of the three-year period.

Table 6. Excess Surplus Projections

FY	Deposits	Unencumbered Cash Balance[1]	Greater of 4 Yrs of Deposits or $1M[2]	Projected Excess Surplus[3]
FY 2015-16	-	862,897		
FY 2016-17	70,932	862,897	1,000,000	-
FY 2017-18	-	933,829	1,000,000	-
FY 2018-19	1,895,539	933,829	1,000,000	-
FY 2019-20	332,713	2,829,368	1,966,471	862,897

[1] Represents the ending balance of the prior fiscal year or the beginning balance of the current fiscal year.

[2] Excess surplus is an unencumbered amount that exceeds the greater of $1 million or the aggregate amount deposited during the preceding four years. Assumes the first year of Housing Asset Fund deposits is FY 2012-13, when redevelopment agencies dissolved effective 2/1/2012.

[3] Projected excess surplus based on most current interpretation of the excess surplus calculation methodology. The Agency 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. 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 Low and Moderate Income Housing Fund. As shown in Table 7 below, there are 23 homeownership properties assisted by the former Agency that are still subject to homeownership affordability covenants. It is important to note that all but one unit will have affordability covenants that expire by 2023.

Table 7. Homeownership Units Assisted by Former RDA

Address	Assisted Units	Covenant Recorded	Covenant Expires
2310 Huntington Drive	1	3/7/1996	3/7/2021
2314 Huntington Drive	1	4/11/1996	4/11/2021
2318 Huntington Drive	1	2/28/1996	2/28/2021
2322 Huntington Drive	1	5/7/1996	5/7/2021
2342 Huntington Drive	1	2/8/1996	2/8/2021
2350 Huntington Drive	**1**	**12/26/1995**	**2/26/2020**
1237 Pacific Court	1	12/18/1995	12/18/2020
1231 Pacific Court	1	12/04/1995	12/4/2020
1236 Sierra Court	1	12/22/1995	12/22/2020
1229 Sierra Court	1	12/22/1995	12/22/2020
1221 Mission Place	1	4/9/1999	4/9//2021
1240 Las Brisas Drive	1	2/27/1996	2/27/2021
1244 Las Brisas Drive	1	3/7/1996	3/7/2021
1517 Las Posadas Drive	1	12/16/1997	12/16/2022
1218 Monterey Court	1	4/18/1997	4/18/2022
1226 Monterey Court	1	4/15/1997	4/15/2022
1231 Monterey Court	1	4/25/1997	4/25/2022
1232 Carmel Court	1	5/16/1997	5/16/2022
1236 Carmel Court	1	5/1/2000	5/1/2025
1240 Carmel Court	1	5/23/1997	5/23/2022
1237 Carmel Court	1	9/19/1997	9/19/2022
1220 Laguna Court	1	4/10/1998	4/10/2023
1246 Cotter Avenue	1	6/2/1998	6/2//2023
Total	**23**		

Note: Bolded rows include covenants that expired during the current fiscal year.

Source: City of Duarte

Section 8 Deposits from City to Agency Loan Repayments

HSC Section 34191.4(b)(3)(C) requires that 20 percent 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 percent 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.

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 Successor 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							
2								
3								
4								
5								
6								
7								
8								
9								
10								
11								
12								
13								
14								
15								
16								
17								
18								
19								
20								

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.

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
2											
3											
4											
5											
6											
7											
8											
9											
10											
11											
12											
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16											
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18											
19											
20											

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									
8									
9									
10									
11									
12									
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18									
19									
20									

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									
9									
10									
11									
12									
13									
14									
15									
16									
17									
18									
19									
20									

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						
7						
8						
9						
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20						

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.

APPENDIX A – Housing Asset Transfer Form

[Intentionally Left Blank]

Agenda Item: _____

CM Review:
Fiscal Review:

AGENDA REPORT

MEETING DATE:	November 24, 2020
TO:	Mayor and Members of the City Council
FROM:	Craig Hensley, Community Development Director
SUBJECT:	Engineering and Landscape Design Contract with KHR Associates for design of the Highland Promenade and Authorization of a $124,900 and Budget Amendment
RECOMMENDATION:	Authorize the City Manager to Sign a Professional Services Agreement with KHR Associates for Engineering and Landscape Design Services for the Design of the Highland Promenade in the amount of $124,900 and Authorize a Budget Amendment
FISCAL IMPACT:	There will be a $124,900 impact to the Gas Tax Fund (2205-8100), with the amendment to the FY 2020-21 adopted budget. This design project is necessary to prepare for construction of the Highland Promenade that is funded with a $1.6 million Measure M Grant

BACKGROUND

The Duarte Station Specific Plan was adopted by City Council in November 2018. The specific plan guides the development of the area adjacent and north of the Gold Line Station. One of the design elements of the plan was the proposal for a 30' to 33' wide pedestrian zone (Promenade) along the west side of Highland Avenue north to the 210 Freeway. The promenade would be a mix of walkway, landscape, hardscape, public art and other elements.

The City received a Measure M Grant for the proposed improvements and these funds are scheduled to be available starting in the 2021 fiscal year. These improvements are an essential part of the City's first mile-last mile efforts to improve circulation near transit. While there are concept plans in the specific plan for the promenade, detailed construction plans are needed to move forward, that include: grading and engineering plans, landscape and hardscape plans, electrical and pedestrian lighting plans as well as a plan to acquire the additional 25 feet of right of way needed.

DISCUSSION/ANALYSIS

In looking for a lead engineer to develop construction drawings, Staff requested a proposal from KHR Associates (KHR). The firm was the engineer of record for MBK's Esperanza project at Duarte Station and did an excellent job. KHR prepared two proposals for the City, using different landscape architects as a sub-consultant. Both firms were well qualified, but Urban Arena, Inc.

proposed a with a significantly lower cost. Staff also requested a proposal for services from the San Gabriel Valley COG's engineering division and it was significantly higher than the KHR proposal. The total proposed project cost by KHR is $124,900 and this amount includes $20,000 of consultant oversight during construction. The oversight during construction is essential because of the detailed design issues. This promenade area is intended to transform the pedestrian experience in the area and will be an integral part of the development of the Duarte Station area.

In addition to developing construction drawings, this project will also include the need to acquire additional right of way from two properties owned by Howard Schwimmer and from Metro on the parking lot property. This process is a bit more involved than design, so it is anticipated that the design process will take several months.

The KHR-Urban Arena team will be a tremendous asset to the City and will assist the City in getting the most out of its Measure M Grant.

RECOMMENDATION

Authorize the City Manager to Sign a Professional Services Agreement with KHR Associates for Engineering and Landscape Design Services for the Design of the Highland Promenade in the amount of $124,900 and Authorize a Budget Amendment.

FISCAL IMPACT

There will be a $124,900 impact to the Gas Tax Fund (2205-8100), with the amendment to the FY 2020-21 adopted budget. This design project is necessary to prepare for construction of the Highland Promenade that is funded with a $1.6 million Measure M Grant.

ATTACHMENTS

Professional Services Agreement and KHR Proposal

CITY OF DUARTE
AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT FOR PROFESSIONAL SERVICES ("Agreement") is made and effective as of **November XX, 2020** ("Effective Date"), by and between the **CITY OF DUARTE**, ("City") and **KHR Associates, Inc.**, a California corporation ("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. TERM

This Agreement shall commence on the Effective Date and shall remain and continue in effect until December 31, 2021 or until the tasks listed in the Scope of Work are completed, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the parties.

2. SERVICES AND PERFORMANCE

A. In compliance with all terms and conditions of this Agreement, the Consultant shall provide engineering and design services for the design of the Highland Promenade, which services may be referred to herein as the "services" or "work" hereunder. The Scope of Service may also include additional tasks described in Consultant's letter attached hereto as Exhibit "A." In the event of any inconsistency between the terms of Consultant's letter and this Agreement, the terms of this Agreement shall govern.

B. As a material inducement to the 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 work and services contemplated herein and, in light of such status and experience, Consultant covenants that it shall follow the highest professional standards in performing the work and services required hereunder.

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) this Agreement.

D. Consultant shall obtain 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.

E. Consultant shall provide all services rendered hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the 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.

3. MANAGEMENT

The City's Community Development Director shall represent City in all matters pursuant to the administration of this Agreement, review and approval of the services performed by Consultant, and the City Manager shall have the authority, subject to the limitations set forth in Section 4, 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 James Ross, who shall have the authority to make all decisions for Consultant and bind Consultant to the terms of this Agreement.

4. COMPENSATION

A. City agrees to pay Consultant an amount not to exceed $124,900, based on the scope of services and hourly rates set forth in Consultant's letter attached hereto as Exhibit A.

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.

C. Consultant shall be paid on a monthly basis and shall submit monthly invoices/reports to City, within ten (10) days following the end of each month, showing actual services performed. Consultant shall be paid on the next regular council warrant after all required paperwork is submitted. If the 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 report stating the basis for such dispute.

5. 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 report to the City pursuant to Section 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), the City may first serve upon the 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. In the event that the Consultant fails to cure the default within the specified period of time, the City shall have the right to immediately terminate this Agreement pursuant to 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 the City which notice shall specify the material default. Upon receipt of such notice, City may, but shall not be obligated to, effect to remedy of such default.

6. 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 shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Consultant. Consultant shall provide such items to City promptly upon completion of the Agreement. Any use of such documents for other projects by the City shall be without

liability to Consultant.

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.

7. INDEMNIFICATION

Consultant shall defend, indemnify and hold harmless the City from and against all damages and liability caused by the negligent actions or willful misconduct of the Consultant or its employees, agents, or representatives. Consultant 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 employees, agents, or representatives acting in an official capacity.

8. INSURANCE

Without limiting Consultant's indemnification obligations as set forth in this Agreement, the Consultant 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 Consultant or Consultant's employees use personal autos in connection with the performance of work under this Agreement, Consultant shall provide evidence of personal auto liability coverage for each such person.

C. Worker's Compensation providing statutory benefits as required by California law.

D. Professional Liability or Errors and Omissions Insurance designed to protect against acts, errors or omissions of the 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.

E.All of the insurance policies required hereunder, except the worker's 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. Bests rating of B++ or better and a minimum financial size VII.

(2) The policies shall be endorsed to name the 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 the 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) The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Consultant ninety (90) days advance written notice of such change.

F. Consultant shall renew the required coverage annually as long as City or its employees or agents face an exposure from the 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.

G. No work or services under this Agreement shall commence until the Consultant 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 cancelled for any reason, the Consultant shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Paragraph 8.

H. The provisions of any workers' compensation or similar act 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.

I. 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.

9. INDEPENDENT CONSULTANT

A. Consultant is and shall at all times remain as to the City a wholly independent Consultant. 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 the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against City, or bind City in any manner.

B. No 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.

10. NO UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the 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 the 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.

11. 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 the Agreement during his/her tenure or for one 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.

12. 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, marital status, sexual

orientation, national origin, or ancestry.

13. NONLIABILITY OF CITY OFFICERS AND EMPLOYEES

No officer, official, employee, agent, representative, or volunteer of the City shall be personally liable to the Consultant, 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 Consultant or to its successor, or for breach of any obligation of the terms of this Agreement.

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
Community Development Department
1600 Huntington Drive
Duarte, California 91010

If to Consultant:
KHR Associates
Attn: James Kawamura
17530 Von Karman Avenue, Suite 200
Irvine, CA 92614

15. GOVERNING LAW; ATTORNEY'S 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 all reasonable costs incurred, including staff time, court costs, attorney fees, expert witness fees, and other related expenses. The Municipal and Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the parties hereto 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.

16. RIGHTS AND REMEDIES ARE CUMULATIVE; AND 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 nondefaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

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.

18. 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, are merged into this Agreement and shall be of no further force or effect.

19. EXECUTION OF CONTRACT

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.

20. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date set next to the signature of the City Manager below, which date shall be inserted into the preamble of this Agreement.

[end –signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF DUARTE

By_____
Dan Jordan, City Manager

Date:_____

CONSULTANT
KHR Associates

By_____
James Kawamura, President

Its: _____

Date:_____

EXHIBIT "A"

CONSULTANT'S LETTER

[SEE FOLLOWING PAGES]

KHR ASSOCIATES
CONSULTING ENGINEERS/SURVEYORS/PLANNERS

November 4, 2020

Mr. Craig Hensley, Community Development Director
City of Duarte
1600 Huntington Drive
Duarte, California 91010

SUBJECT: PROPOSAL TO PROVIDE CIVIL ENGINEERING & LANDSCAPE ARCHITECTURAL SERVICES FOR THE HIGHLAND AVENUE PROMENADE IMPROVEMENTS, IN THE CITY OF DUARTE, CALIFORNIA (SENT VIA E-MAIL)

Dear Mr. Hensley:

Transmitted herein is a proposal to the **City of Duarte (City)**, Duarte, California, by **KHR Associates**, Irvine, California, to provide civil engineering and landscape architectural services for the Highland Avenue Promenade improvements along the west side of Highland Avenue, generally between the I-210 Freeway and East Duarte Road, in the City of Duarte, California. The improvements may be constructed in phases within existing and proposal public rights of way, as determined by the **City**.

As an integral part of the project team, sub-consultant, **Urban Arena (UA),** San Diego, California, will serve as the landscape architect of record, and has provided their scope of services and fees as presented in this overall proposal.

Civil Engineering Scope of Services

The following Scope of Work is based on **KHR Associates**' understanding of the project goal and objectives; the limits of design and construction; physical, budgetary, and legal constraints; and other considerations.

Task 1 – Topographic Survey

In this initial task, a topographic survey will be conducted of the areas to be improved along Highland Avenue. The topographic survey will identify and measure existing horizontal and vertical (i.e., elevation) distances of physical features within and contiguous to the project limits, including sidewalks; curbs, gutters and flowlines; utility poles, cabinets, pullboxes, vaults, manholes, valve covers, and cleanouts; catch basins and other drainage inlets; street trees; lighting fixtures; and other appurtenances. The survey will be tied to the nearest benchmark.

The fixed fee for this task is $3,500.00, excluding reimbursable expenses.

Task 2 – Existing Utility Infrastructure Research

In this task, **KHR Associates** will contact the appropriate utility companies (e.g., Southern California Edison, Cal American Water, The Gas Company, etc.) to gather and review available utility infrastructure plans associated with the area along Highland Avenue to be improved – particularly for existing utilities underneath the existing sidewalks and those servicing adjacent private properties. Those utilities that can be plotted will be added to Engineering CADD Base (see Task 3).

The fixed fee for this task is $1,600.00, excluding reimbursable expenses.

Task 3 – Engineering CADD Base

In this task, an engineering CADD base will be created, incorporating topographic data collected in Task 1, existing utility research conducted in Task 2, and previous work done by **KHR Associates** on the previous Woodward Inc. site (now MBK Rentals' Sites A and B), and the MTA parking lot. The CADD base file will be used to produce an "as-built" drawing of conditions along Highland Avenue encompassing the Promenade project area. As design work proceeds, and new information is discovered, the CADD base will be periodically updated and distributed to members of the Project Team and to the **City**.

The fixed fee for this task is $5,500.00, excluding reimbursable expenses.

Task 4 – Demolition Plan

In this task, a demolition plan will be prepared to clear the project area(s) of unnecessary curb, gutter, fencing, pavement, vegetation, utilities, and appurtenances. Items to be relocated, salvaged, or protected in place will be noted for each phase of construction. It is anticipated that each block may have a separate demolition plan. Notes and details will be provided, along with coordination contacts at the various utility companies.

The fixed fee for this task is $3,800.00, excluding reimbursable expenses.

Task 5 – Grading & Drainage Plan

In this task, working in conjunction with the landscape architect, **KHR Associates** will prepare a grading and drainage plan to accommodate the proposed promenade improvements. The grading and drainage plan will show the limits to be graded, contoured, paved, landscaped and/or otherwise improved for surface and sub-surface drainage; at-grade and raised landscape planters; walkways, curbs, and walls; and permanent "street furniture" (such as benches, bike racks, drinking fountains, signage, trash receptacles, etc.); pedestrian and traffic lighting; and possible passenger drop-off areas along Highland Avenue. The grading plans will show compliance with current ADA standards for all walkways, driveway and street crossings, parking spaces, or other

access points. Working with the landscape architect, and others, optimal precise grades will be determined at key spots along and within the promenade.

The design of conventional retaining wall (e.g., CMU) is included in this task, should the need arise. However, custom or patented wall designs are excluded, as they are typically proprietary systems.

It is anticipated that each block may have a separate grading and drainage plan. All plans will be prepared on **City** title block and include a title sheet, applicable general and construction notes, construction details, and references to **City** standard drawings. Final earthwork (i.e., cut/fill, and import/export) and other quantities will be calculated and shown on the plans.

The fixed fee for this task is $18,300.00, excluding reimbursable expenses.

Task 6 – Traffic Signing & Striping Plans

In this task, traffic signing and striping plans will be prepared to correspond to any modifications along Highland Avenue or side streets within the limits of proposed improvements. It should be noted that, this task does not include any modifications or new traffic signals.

The fixed fee for this task is $3,000.00, excluding reimbursable expenses.

Task 7 – Erosion Control Plan

In this task, a sediment and erosion control plan for implementation during construction of the proposed promenade improvements will be prepared in accordance with the criteria established by the **City**. It is anticipated that each block may have a separate grading and drainage plan. This plan will specify the placement of site-specific BMP devices to mitigate stormwater pollution and runoff associated with construction activities. The plan will indicate the location, type, and method of placement of gravel bags, diverters, silt fencing, temporary drainage facilities, and other erosion and sediment controls for use during construction, as well as appropriate notes and details.

The fixed fee for this task is $4,200.00, excluding reimbursable expenses.

Task 8 – Legal Documents

In this task, **KHR Associates** will prepare and submit for agency approval separate legal descriptions, closure calculations, and exhibits for new easements, as needed; quitclaims of unwanted or abandoned easements; street vacations, and other documents requiring a civil engineer's stamp.

Due to the uncertain nature of this task, a budget allowance $5,000.00 has been established. The **City** will be billed only for those hours actually expended.

Task 9 – Plans, Specifications, & Estimates Package

In this task, **KHR Associates** will work with the landscape architect and other members of the Project Team to assemble a Plans, Specifications, and Estimates (PS&E) package that complies with the City of Duarte standards for public works projects. The PS&E package will be suitable for distribution to general contractors who express an interest, and are qualified, to provide a competitive bid to the **City** for the Highland Avenue Promenade project. It is anticipated that a separate PS&E for each construction phase (i.e., by block) may be required.

The fixed fee for this task is $2,800.00, excluding reimbursable expenses.

Task 10 – Coordination Meetings

As part of the overall scope of work, **KHR Associates** will coordinate its work efforts with the **City**, the project landscape architect, and other members of the professional design team to ensure that the design of civil engineering improvements will meet the needs of the project, while satisfying the requirements of the **City** and other governing jurisdictions. **KHR Associates** will attend coordination meetings and other meetings only as requested by the **City**.

Due to the uncertain nature of this task, a time and materials budget of $5,000.00 has been established, and the **City** will only be billed for those hours actually expended and expenses actually incurred.

Optional Task 11 – Construction Support Services

Upon conclusion of the design phase of work, in this optional task, **KHR Associates** will provide construction support services to the **City**'s designated Construction Manager. Construction support services include, but are not limited to, assisting the **City** in the bid review and award process; responding to requests for information (RFIs); providing bulletins when necessary to clarify details or notes that may be seem conflicting or confusing; attending the bid opening, pre-construction meeting, and other field meetings that may be scheduled by the Construction Manager and/or inspectors. **KHR Associates** will also provide line and grade certifications, as needed, and work with the Construction Manager to ensure quality control; review any extras requested by the general contractor; maintain on-schedule performance by the general contractor; and ensure proper project close-out by all parties.

Due to the unknown number of hours construction support services may ultimately entail, **KHR Associates** proposes an initial time and materials fee not-to-exceed $10,000.00.

KHR Associates' 2020 Schedule of Standard Rates will apply, and the **City** will only be invoiced for hours expended and/or reimbursable expenses incurred. All work will be undertaken in this task at the specific request of the Construction Manager.

Total Professional Fee for Civil Engineering Scope of Services

The total professional fee for Tasks 1 through 10 is $52,700.00, excluding Optional Task 11, and reimbursable costs.

Landscape Architecture Scope of Services

The following landscape architecture design and construction document services for the Highland Avenue Promenade improvements will be provided by **Urban Arena (UA)**.

Phase 1 – Conceptual Landscape Design

Upon approval of the agreement by the Client, the Consultant shall proceed to interact with other project Consultants including the civil engineer (Client) and governing agencies. The intent is to have the Consultant develop a Conceptual Landscape Package that will illustrate the landscape architectural theme, character, and design using the existing Duarte Station Specific Plan as a guideline.

During this phase, the Consultant shall:

A. Review the site plan as it pertains to landscape architectural goals with the intent to minimize any future landscape input and restraints. Specific areas of focus are:
   - Streetscape and pedestrian amenity areas on the west side of Highland Avenue
   - Public art opportunities
   - Shade structure concepts
   - Paving concepts
   - Activation concepts

B. Obtain and review the necessary planning, engineering, and environmental data regarding the project site.

C. Perform one (1) site visit to review the site conditions and obtain site analysis information.

D. Obtain and review the City of Duarte landscape design standards.

Total Professional Fee for Phase 1

The fixed fee for this phase is $12,400.00, excluding reimbursable costs.

Phase 2 – Landscape Design Development

The Consultant shall prepare Design Development Plans pertaining to the landscape architectural improvements after the Client and City of Duarte have approved the Conceptual Landscape Plan and the Client has given authorization to proceed. The Design Development Plans shall refine and sufficiently detail the proposed form of the landscape improvements to fully convey the design intent. The Design Development Plans shall graphically depict the general landscape arrangement and character for each area including the hardscape, landscape lighting, plant materials and site furnishings. The Design Development Plans may be prepared on a combination of materials such as 'tissue graphics' and computer plots.

During this phase, the Consultant shall:

A. Develop the following graphic plans/details (intended for discussion, not construction):
   - Project streetscape, perimeter, and building perimeters
   - Fencing/walls
   - Hardscape elements
   - Catalog selections of site furnishings
   - Proposed irrigation water meter, controller, and sleeve locations
   - Overhead/landscape structures
   - Materials/color board
   - Plant material concept board

B. Present the Design Development Plans to the Client and project team for design and budget input and approval.

C. Attend project team meetings virtually, or in person within the City of Duarte or at the Client's offices.

D. Be available for telephone conferences with the Client and other design consultants as necessary.

Total Professional Fee for Phase 2

The fixed fee for this phase is $15,800.00, excluding reimbursable costs.

Phase 3 – Landscape Construction Documents

The Consultant shall prepare Construction Documents pertaining to the landscape architectural improvements after the Client has approved the Design Development Plans and has given authorization to proceed. If it is necessary to begin this phase of work prior to provision of the final Architecture or Site Plan, revisions to the Consultant's drawings

resulting from such changes shall be billed to the Client as Additional Services on an hourly basis. The Client shall submit Construction Drawings to governing agencies for approval.

The Construction Documents shall include the following:

1. Base sheet

   The Consultant shall:
   - Draft landscape improvements on an AutoCAD topography survey provided by the Client
     - o Project streetscape 1"=10'-0"

2. Landscape Construction Plan

   The Landscape Construction Plan will specifically layout, dimension and detail pedestrian paving, enhanced vehicular paving (at vehicular entries and pedestrian crossings), walls, fences, and special landscape features such as trellis structures (structural requirements by others).

   The Consultant shall:
   - Coordinate material selection for hardscape items designed by the Consultant. This includes: tile, brick, and concrete color specifications (excludes formal color/material board presentation)

3. Irrigation Plan

   The Irrigation Plan will diagrammatically depict all landscape irrigation piping, valves, control equipment, sprinkler heads, and related irrigation equipment (including sizes and types) for the automatic irrigation of planting areas using potable water as the primary source. All necessary details required to install the irrigation system will be included.

   The Consultant shall:
   - Provide the City of Duarte required water-use calculations
   - Provide the City of Duarte required irrigation schedule

4. Planting Plan

   The Planting Plan will graphically locate and identify all plant materials to be used including specific quantities, sizes, and varieties, and will include necessary planting details for the installation of plant materials.

   The Consultant shall:
   - Provide the City of Duarte required landscape area calculations

5. Specifications

   The Specifications will identify the types, manufacturers and/or qualities of materials to be used or incorporated into the work, will outline methods of installation, and will establish the quality of workmanship for the completed project.

During this phase, the Consultant shall:

A. Coordinate with the civil engineer by communicating any type of contour grading required to complement the landscape design (final contour grading to be shown on civil engineer's plans).

B. Coordinate landscape lighting fixtures with electrical/lighting consultant. Light fixture recommendations shall only be for the aesthetic enhancement of landscape areas (such as tree up lights, pathway lights, trellis lighting, etc.) and shall not be considered to satisfy public safety requirements. Lighting required for public safety (such as parking lot lights, streetlights, etc.) and light fixtures attached to or for the buildings is specifically excluded from the scope of work. Final lighting construction documents, wiring diagrams and engineering will be by others.

C. Make the City of Duarte plan check corrections, as required. This does not include site plan changes beyond the Consultant's control (see Assumptions and Exclusions).

D. Assist during the bid process to interpret the drawings and specifications.

E. Attend project team meetings virtually, or in person within the City of Duarte or at the Client's offices.

F. Be available for telephone conferences with the Client and other design consultants as necessary.

Total Professional Fee for Phase 3

The fixed fee for this phase is $24,500.00, excluding reimbursable costs.

Phase 4 – Landscape Construction Administration

During this phase, the Consultant shall:

A. Review and respond to landscape materials submittals.

B. Review and respond to Requests for Information (RFI) regarding the Landscape Construction Documents.

C. Be available for telephone conferences with the Client and/or contractor.

D. Provide administration of construction documents and periodically observe construction during the installation phase to ascertain conformity of construction to general design intent. Consultant assumes no obligation to determine whether Client, its contractors, or other design professionals have complied with state or local building codes, the applicable standard of care, or the plans and specifications. The Consultant's participation shall be based upon the request from the Client or his authorized field representative. As part of this phase of work the Consultant's services include:

- Preconstruction conference (number of visits anticipated: 1)
- Observation of layout and installation of hardscape and landscape structures in relation to design intent (number of visits anticipated: 2)
- Observation of layout and installation of irrigation system including coverage test (number of visits anticipated: 1)
- Observation of plant material quality and installation at the project site (number of visits anticipated: 1)
- Observation to establish 90-day maintenance period and development of a punch list as required (number of visits anticipated: 2)
- Final observation at the end of the 90-day maintenance period and development of a punch list as required (number of visits anticipated: 2)

Total construction site visitation and meetings not anticipated to exceed nine.

Total Professional Fee for Phase 4

The fee for this phase will be determined on an hourly basis, as needed.

The **City** will be advised should additional assignments, request, or changes in scope of work cause the budgeted fee to exceed the amount set forth. **City**'s written authorization will be requested prior to proceeding with work beyond the budgeted fee.

Summary of Professional Fees

Civil Engineering Scope of Services

A summary of the professional fees for the Civil Engineering Scope of Services, excluding reimbursable costs, for Tasks 1 through 11 is as follows:

Task 1 – Topographic Survey - $3,500.00 (Three Thousand Five Hundred Dollars)
Task 2 – Existing Utility Infrastructure Research - $1,600.00 (One Thousand Six Hundred Dollars)
Task 3 – Engineering CADD Base - $5,500.00 (Five Thousand Five Hundred Dollars)
Task 4 – Demolition Plan - $3,800.00 (Three Thousand Eight Hundred Dollars)
Task 5 – Grading & Drainage Plan - $18,300.00 (Eighteen Thousand Three Hundred Dollars)
Task 6 – Traffic Signing & Striping Plans - $3,000.00 (Three Thousand Dollars)
Task 7 – Erosion Control Plan - $4,200.00 (Four Thousand Two Hundred Dollars)
Task 8 – Legal Documents - $5,000.00 (Five Thousand Dollars)
Task 9 – Plans, Specifications, & Estimates Package - $2,800.00 (Two Thousand Eight Hundred Dollars)
Task 10 – Coordination Meetings - $5,000.00, Time & Materials Estimate Only (Five Thousand Dollars)
Optional Task 11 – Construction Support Services - $10,000.00, Time & Materials Estimate Only (Ten Thousand Dollars)

The total professional fee for Tasks 1 through 10 is $52,200.00 (Fifty Two Thousand Two Hundred Dollars), excluding reimbursable expenses. The estimated time and materials fee for Optional Task 11 is $10,000.00 (Ten Thousand Dollars).

It is assumed that plan check and other fees will be paid directly by the client to the appropriate agencies, or that **KHR Associates** will be reimbursed for any fees paid on behalf of the client, plus an administrative handling fee of 10% of the fee paid. Invoices will be submitted on a monthly basis, and payment is due upon receipt by the client. **KHR Associates** reserves the right to cease work and/or withhold delivery of plans, specifications, and other deliverables should payment for services rendered fall substantially in arrears.

Landscape Architecture Scope of Services

A summary of the professional fees for the Landscape Architecture Scope of Services, excluding reimbursable costs, broken down by Phase is as follows:

Phase 1 –Conceptual Landscape Design – $12,400.00
Phase 2 – Landscape Design Development – $15,800.00
Phase 3 – Landscape Construction Documents – $24,500.00
Phase 4 – Landscape Construction Administration – Hourly

The total professional fee for Phases 1 through 3 (the "Landscape Permit" set) is $52,700.00 (Fifty Two Thousand Seven Hundred Dollars).

The total professional fee for Phase 4 (Landscape Construction Administration) To Be Determined based on Hourly Rate.

Company Qualifications

Established in 1986, and incorporated in 1997, as Kawamura Investments, Inc., dba **KHR Associates**, the firm has been providing urban planning and design; surveying and subdivision mapping; civil engineering; traffic engineering, and storm water management services to corporate clients, developers, builders, and governmental agencies for over 33 years. The firm is experienced in the entitlement, design, and construction of thousands of commercial, residential, institutional, governmental, and public utility company projects mainly throughout California. Over the years, **KHR Associates** has provided consulting services directly to dozens of cities, counties, State agencies, utility companies, school districts, hospitals and universities, and special agencies, such as the City and County of Los Angeles, Caltrans, Southern California Edison, Capistrano Unified School District, Harbor/UCLA Medical Center, University of California, Irvine, and the Orange County Transportation Authority.

With respect to local experience, **KHR Associates** is the Civil Engineer of Record for The Richman Group's *The Huntington* mixed-use project (currently under construction) and for MBK's *Esperanza at Duarte Station* apartments project (about to start construction). The firm is also providing surveying and civil engineering services directly to the City of Duarte on pedestrian improvements along the north side of Huntington Drive, between Buena Vista Street and Cotter Avenue.

Urban Arena was originally formed in 1996 to provide professional landscape architectural services, and subsequently expanded to offer planning and architecture design services to public and private sector clients. Registered as an S-Corp in the State of California, the firm currently has offices Costa Mesa, San Diego, and Oakland, California, with projects ranging from urban villages, retail and entertainment centers, model homes, master-planned residential communities, high-density housing and sports complexes, as well as public parks, multi-purpose trails, and open space plazas and pedestrian promenades.

Project Personnel

For the proposed Project, Mr. James H. Kawamura will serve as the overall Project Manager/Principal-in-Charge. Mr. Kawamura is the President and CEO of **KHR Associates**. He has nearly 45 years of professional experience in civil engineering, traffic engineering, and urban development, and has served as the Project Manager on over two thousand commercial, residential, medical, institutional, and public works projects throughout California and in various other States. His thorough and often innovative approach to urban planning, traffic, and civil engineering challenges is widely recognized and respected by both the public and private sectors.

Mr. Kawamura has been registered in the State of California as both a professional Civil Engineer and a professional Traffic Engineer for the past 41 years. He holds a Master of

Science degree in Civil Engineering from the University of California, Berkeley; a Bachelor of Science degree in Engineering and Applied Science from the University of California, Los Angeles; and a Certificate in Transportation Systems Management from the University of California, Irvine. Mr. Kawamura is also a Qualified SWPPP Developer/Qualified SWPPP Provider.

Mr. Keith Mittemeyer and Mr. Michael Schrock, both founding principals of **Urban Arena**, will serve as co-managers of the landscape architectural portion of the overall scope of work. Mr. Mittemeyer has 28 years of experience in the coordination, design, and implementation of a wide range of residential, commercial, institutional, and municipal projects. He is registered in the States of California, Arizona, Nevada, and Utah as a Landscape Architect, and holds a Bachelor of Science in Landscape Architecture from California Polytechnic State University San Luis Obispo. Mr. Schrock has 30 years of experience in urban design and public sector projects. He is registered in the State of California as a Landscape Architect, and holds a Bachelor of Science in Landscape Architecture from California Polytechnic State University San Luis Obispo.

In Closing

If there are any questions regarding this proposal, please do not hesitate to contact me at your convenience at (949) 756-6440.

Sincerely yours,

KHR Associates

James H. Kawamura

James H. Kawamura, P.E.
President/CEO

KHR Associates
Schedule of Standard Rates
(Effective January 1, 2020)

Labor Classification	Hourly Rate
Principal-In-Charge	$350.00
Project Manager	280.00
Senior Civil or Traffic Engineer	220.00
Senior Associate	200.00
Project Engineer	200.00
Qualified SWPPP Developer	200.00
Qualified SWPPP Practitioner	180.00
Principal Planner	180.00
Engineering Associate	180.00
Senior Designer	170.00
Senior Planner	150.00
Engineering Assistant	130.00
CADD Operator	100.00
Associate Planner	95.00
Technical Aide	65.00
Clerical/Data Entry	40.00
Chief Surveyor*	185.00
Surveyor*	160.00
Surveying Assistant*	110.00
Two-Person Survey Crew*	220.00

Reimbursable Costs	Unit Rate
Vehicle Mileage	$ 0.75/Mile
Grayscale Plain Paper Printing/Photocopying (8-½" x 11")	0.10/Page
Grayscale Plain Paper Printing/Photocopying (11" x 17")	0.20/Page
Full Color Plain Paper Printing/Photocopying (8-½" x 11")	0.25/Page
Full Color Plain Paper Printing/Photocopying (11" x 17")	0.50/Page
Report Covers & GBC Binding	7.50/Report
Report Covers & 3-Ring Binder	12.00/Report
Grayscale Plot on Bond (Up to 24" x 36")	5.00/Sheet
Grayscale Oversized Plot on Bond (Up to 36" x 48")	10.00/Sheet
Color Plot on Bond (Up to 24" x 36")	12.00/Sheet
Color Oversized Plot on Bond (Up to 36" x 48")	18.00/Sheet
Grayscale Plot on Reproducible Film	20.00/Sheet
Data Copied on CD or DVD	5.00/Disk
Parking & User Tolls	Cost+10%
Advances on Permit, Plan Check, & Other Fees	Cost+10%
Overnight & Special Delivery	Cost+10%
Outside Printing & Reproduction	Cost+10%
Stakes & Surveying Supplies	Cost+10%
Other Outside Services	Cost+10%

** Note: For Current Prevailing Wage Rates Please Contact KHR Associates.*

Urban Arena's rates for authorized extra work or services contracted on an hourly basis as follows:

Urban Arena Hourly Rate Schedule

Founding Principal	$220.00/hr.
Principal	190.00/hr.
Architect, A.I.A.	190.00/hr.
Associate	165.00/hr.
Senior Project Manager	150.00/hr.
Senior Planner	150.00/hr.
Planner	140.00/hr.
Project Manager	135.00/hr.
Irrigation Manager	125.00/hr.
Creative Director	110.00/hr.
Visualization Director	110.00/hr.
Job Captain	95.00/hr.
Graphic Designer	95.00/hr.
Project Designer	85.00/hr.
Irrigation Designer	75.00/hr.
Administrative	60.00/hr.

Agenda Item: _____

CM Review:
Fiscal Review:

AGENDA REPORT

MEETING DATE:	November 24, 2020
TO:	Mayor and Members of the City Council
FROM:	Kristen Petersen, Assistant City Manager/Director of Administrative Services
SUBJECT:	Total Compensation Study for City of Duarte
RECOMMENDATION:	Recommend City Council authorize the City Manager to enter into a Contract with Koff & Associates for a Total Compensation Study
FISCAL IMPACT:	If approved, it will increase expenses and require a FY 2020-21 budget amendment of $38,100 in General Fund (100-1810-7965)

BACKGROUND

The City has not completed a comprehensive compensation study in over 15 years. On November 10th, as part of the discussion about the changes to the salary schedule, the City Council directed staff to bring back a contract for a comprehensive compensation study as soon as possible.

DISCUSSION/ANALYSIS

Koff Associates has been conducting compensation studies since 1984. They are well known and reputable in the industry and have conducted similar studies for Glendora, La Canada Flintridge, El Monte, San Gabriel and San Marino. Their process begins by identifying all of our City's classifications and all benefits, including retirement tiers, health insurances, leaves and other benefits offered by the City as well as the employee and employer costs for such benefits. This information is then used to survey surrounding comparable agencies and summarize their compensation information. The findings are then then used to compare and analyze the classification's internal relationships and develop vertical salary differentials across the organization. Ultimately this information is used to prepare a compensation structure and implementation recommendations to City Council.

Compensation studies of this scope and for this size organization take approximately three to four months to complete. The cost of the study is $38,100 and will be funded by General Funds. Staff would like to begin the process as soon as possible, so that the information is available prior to the end of the fiscal year and Memorandums of Understanding.

RECOMMENDATION

Recommend that the City Council authorize the City Manager to enter into a Contract with Koff

& Associates for a Total Compensation Study.

FISCAL IMPACT

If approved, it will increase expenses and require a FY 2020-21 budget amendment of $38,100 in General Fund (100-1810-7965)

Agenda Item: _____

CM Review:

Fiscal Review:

AGENDA REPORT

MEETING DATE:	November 24, 2020
TO:	Mayor and Members of the City Council
FROM:	Daniel Jordan, City Manager
BY:	Victoria Rocha, Assistant to the City Manager
SUBJECT:	Approval of Amendment No. 9 to the services agreement between the City of Duarte and Levon Yotnakhparian for City Council meeting cable casting and internet viewing
RECOMMENDATION:	Approve and authorize the City Manager to execute on behalf of the City Amendment No. 9 to the existing services agreement between Levon Yotnakhparian and the City of Duarte for City Council meeting cable casting and internet viewing services.
FISCAL IMPACT:	The approximate cost of the 12-month services agreement is $12,700 reflecting 23 City Council meetings. This cost is already included in the FY 2020-21 budget.

BACKGROUND

Since January 2001, the City of Duarte has maintained a service agreement with Levon Yotnakhparian for City Council meeting cable casting service.

DISCUSSION/ANALYSIS

Mr. Yotnakhparian films and converts the City Council meetings to a broadcast format compatible for airing on the local cable access television station, DCTV. The current rate for Mr. Yotnakhparian services is $550 per meeting.

RECOMMENDATION

Staff recommends that the City Council approve and authorize the City Manager to execute on behalf of the City Amendment No. 9 to the existing services agreement between Levon Yotnakhparian and the City of Duarte for City Council meeting cable casting and internet viewing services.

FISCAL IMPACT

The approximate cost of the 12-month services agreement is $12,700 reflecting 23 City Council meetings. This cost is already included in the FY 2020-21 budget.

ATTACHMENTS

Attachment A – Amendment No. 9 to Agreement By and Between The City of Duarte and Levon Yotnakhparian.

AMENDMENT NO. 9 TO AGREEMENT
BY AND BETWEEN
THE CITY OF DUARTE AND LEVON YOTNAKHPARIAN

THIS AMENDMENT NO. 9 TO AGREEMENT ("**Amendment No. 9**") by and between the CITY OF DUARTE, a municipal corporation ("**City**"), and LEVON YOTNAKPARIAN, an individual ("**Contractor**"), is made and entered into as of July 1, 2020 ("**Effective Date**").

RECITALS:

A. In or about 2001, the City and Contractor entered into a Professional Services Agreement for the City Council meeting Cablecasting Services. That agreement has been amended on five prior occasions. (The original Professional Services Agreement together with the four prior amendments is hereafter collectively referred to as the "**Existing Agreement**.")

B. City and Contractor desire to enter into Amendment No. 9 to the Existing Agreement as set forth below.

AMENDMENT:

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the City and Contractor agree as follows:

Section 1. Recitals Incorporated. The foregoing Recitals are incorporated herein and made a part hereof.

Section 2. Amendments to Existing Agreement. The Existing Agreement is amended as follows:

A. Replace the clause **TERM** in the Existing Agreement with the following:

> This Agreement shall be extended from the Effective Date and shall remain and continue in effect until June 30, 2021. This term may be extended upon execution of a written amendment between the parties.

B. In the section titled "Contractor shall perform the following services," replace No. 2 with the following:

> **City Meetings:** Provide staff and production support to telecast at City's discretion any and all regular and special, non-study session City Council meetings, throughout the year with a minimum of two (2) meetings each month of the City's choice being telecast. Additions to the minimum meeting coverage will be requested by the City and agreed to on a case-by-case basis between Consultant and the City. All meetings will be taped and available for broadcast within 48 hours. Consultant will arrive a minimum of 30 minutes in advance of any City requested meeting telecast to conduct sound and equipment testing to ensure product quality.

Section 3. No Other Amendments. Except as set forth above, the Existing

Agreement shall remain in full force and effect.

Section 4. Effective Date. The Effective Date of this Amendment No. 9 shall be July 1, 2020.

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Amendment No. 9 to be effective as of the Effective Date.

CONTRACTOR

Date: _____

By: _____
Levon Yotnakhparian

CITY OF DUARTE

Date: _____

By: _____
Daniel Jordan, City Manager

ATTEST:

_____
Marla Akana, City Clerk

APPROVED AS TO FORM:

_____
David Cosgrove, City Attorney

Agenda Item: _____

CM Review: _____

Fiscal Review: _____

AGENDA REPORT

MEETING DATE:	November 24, 2020
TO:	Mayor and Members of the City Council
FROM:	Daniel Jordan, City Manager
BY:	Victoria Rocha, Assistant to the City Manager
SUBJECT:	Approval of the 2020-21 service agreement with Duarte Community Television, Inc. (DCTV) for Governmental and Educational Access Programming in the City of Duarte
RECOMMENDATION:	Approve and authorize the City Manager to execute on behalf of the City an agreement for education and government access television between the City of Duarte and Duarte Community Television (DCTV).
FISCAL IMPACT:	During fiscal year 2020-21, the City will make a $27,600 annual contribution to DCTV for government and educational access services. This cost is already included in the FY 2020-21 budget.

BACKGROUND

During fiscal year 2017-18, with the approval of City Council, City staff implemented complementary contracts with DCTV and Community Media of the Foothills (CMF) for public access programming production. Per these contracts, CMF offers studio space for Duarte residents to create content, whereas DCTV's focus is on governmental/educational programming. DCTV airs both the resident created content, in addition to their governmental/education programing including City Council meetings. This model was approved by City Council for subsequent fiscal years including level-funding for both organizations in the FY 2020-21 budget.

DISCUSSION/ANALYSIS

Attached is a monthly report from DCTV illustrating monthly metrics on several categories:

- Hours of programming
- Number of special events filmed by DCTV
- Description of marketing activities
- Complaints handled
- Amount of money fundraised
- Number of hours studio is open to the public
- Number of original education/governmental programs produced
- Number of persons trained
- Number of training sessions held
- Number of website updates
- Number of programs received from KGEM

- Percentage of hard drive spaced used

For fiscal year 2020-21, DCTV filmed two City-led and two City-partnered events, four events in total. Although DCTV held open hours for the public, DUSD, and City staff to create education/governmental content, no additional programming was created. Despite self-reported promotion of the program, no students were trained in the 2019-2020 school year. DCTV reports airing 24-hour programming to Duarte's public access channel including Duarte City Council meetings, the four DCTV filmed events and 166 programs provided by CMF (this number is inclusive of content created by non-Duarte residents).

In March 2020, DCTV was unable to continuing offering training in content creation as the State of California and Los Angeles County put into place COVID-19 safety measures which included closing schools. At this time, DCTV's space in the high school remains unopen to the public.

Opportunities for improvements include increasing the number of students trained and better promoting the availability of creating educational/government content.

Additionally, another opportunity to refine the implementation of the contract is to update the reporting form to metrics that are more tailored to the specifics of the DCTV contract (currently DCTV and CMF use the same form) and is hopefully easier for the DCTV project manager to complete.

RECOMMENDATION

Approve and authorize the City Manager to execute on behalf of the City an agreement for education and government access television between the City of Duarte and Duarte Community Television (DCTV).

FISCAL IMPACT

During fiscal year 2020-21, the City will make a $27,600 annual contribution to DCTV for government and educational access services. This cost is already included in the FY 2020-21 budget.

ATTACHMENTS

Attachment A – Agreement Between City of Duarte and Duarte Community Television (DCTV) for Educational and Government Access Television
Attachment B – DCTV July 1, 2019 – June 30, 2020 Monthly Report

AGREEMENT
BETWEEN CITY OF DUARTE
AND
DUARTE COMMUNITY TELEVISION (DCTV)
FOR EDUCATIONAL AND GOVERNMENT ACCESS TELEVISION

OFFICE LOCATION

Duarte High School, 1565 Central Ave., Duarte, CA 91010

THIS AGREEMENT BETWEEN CITY OF DUARTE AND DUARTE COMMUNITY TELEVISION (DCTV) FOR EDUCATIONAL AND GOVERNMENT ACCESS TELEVISION ("Agreement") is entered into by and between THE CITY OF DUARTE, a municipal corporation (City") and DUARTE COMMUNITY TELEVISION ("DCTV"), a California nonprofit corporation, as follows:

RECITALS

A. The City desires to provide support for the use of cable access channels provided pursuant to 47 USC Section 531 of the Cable Communication Policy Act of 1934 as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection Act of 1992 (The Act") and the Telecommunications Act of 1996.

B. The Duarte Municipal Code, Section 5.86.200 provides that the City may designate a nonprofit organization to serve as the access management entity to provide educational and/or government programming services and programming to the residents of the City.

C. The State has granted one franchise to Charter Communication to operate cable television in the City.

D. Both the State Franchise and Duarte Ordinance No. 794 provide that payments consisting of a franchise and PEG fees shall be made by cable service providers to the City for purposes consistent with state and federal law, i.e., capital equipment, facilities, educational and government access channel.

E. DCTV, being the nonprofit access entity that previously provided access management and video services to the City since November 1991, has indicated its continuing interest in serving the public by providing continued education and government access programming and studio operation services. DCTV has relocated its studio facilities to the campus of Duarte High School which, due to campus security and other requirements of the use of the campus for instructional and educational activities, is not compatible with full public accessibility to the studio facilities by the members of the public.

F. The City and Community Media of the Foothills ("CMF") have entered into agreement to provide alternate studio facilities and production assistance to the public for programming content to be broadcast on the City's public/government/educational cable channel operated by DCTV, in a manner consistent with principles set forth in CMF's Official By-laws, rules and regulations, and Articles of Incorporation. DCTV may broadcast the public

programming content that was originally produced at the CMF facilities by the public, and as well will create its own original content for governmental and educational purposes for broadcast.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and the foregoing Recitals, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree to the duties and responsibilities of DCTV as follows:

I. TERM

This Agreement shall commence on the Effective Date of July 1, 2020 and shall remain and continue in effect until June 30, 2021, unless sooner terminated pursuant to the provisions of this Agreement. The term may be extended upon execution of a written amendment between the parties.

II. SERVICES AND PERFORMANCE

DCTV shall perform the following services:

1. Channel Operation. Operate the City's government/educational access cable channel in a manner consistent with principles set forth in DCTV's Official By-laws, rules and regulations, and Articles of Incorporation, with the primary purpose being to administer, coordinate and assist government and educational access, including nondiscriminatory access, and broadcasting such other public access programming as may be consistent with principles set forth in DCTV's Official By-laws, rules and regulations, and Articles of Incorporation.

2. Studio Operation. Manage and staff a video production facility and equipment that shall be available for DUSD and governmental use at such hours and times as determined by DCTV, but not less than 10 hours per week, up to 15 hours per week. Any change in the hours of operation shall be posted twenty-four (24) hours in advance of such change and when possible, prior notification will be listed on channel scroll and DCTV website. DCTV may choose to close its facility for up to two weeks per year for maintenance and/or other facility related issues. All efforts will be made to notify the public in advance of the closure. Initial hours of operation shall be:

- Wednesdays and Thursdays – 3:00 pm to 8:00 pm

3. Equal Access. Provide access to the use of the equipment, facilities, channels and service on a non-discriminatory basis to all members of the educational and government community for non-commercial programming purposes, whether individuals, groups or organizations, on a first come, first served non-discriminatory basis. Access to equipment and facilities shall be open to all those who satisfactorily complete: a) training class(es) provided by DCTV; or b) who receive a certification from DCTV, identifying said user as having satisfied training requirements through means other than DCTV training classes.

4. Operating Policies and Procedures. DCTV shall operate the channel in a reasonable manner and shall ensure that all programming is of acceptable quality prior to airing and/or displaying any programming. To accomplish this goal, DCTV shall follow reasonable policies,

procedures and guidelines for the use and operation of access equipment, facilities, and channel(s) and make such policies, procedures, and guidelines available to the public. DCTV shall submit all changes, amendments or alterations of policies, procedures, and guidelines to City for comment prior to formal ratification.

5. Rules and Regulations. Administer the access channel(s) and facility in compliance with the Duarte Municipal Code and DCTV's adopted Rules and Regulations.

6. Training. Train Duarte City and school employees in the techniques of video production and provide technical advice in the execution of productions. Such training shall be held monthly at such times and upon such terms as DCTV determines.

7. Playback/Cablecast. Provide for the playback/cablecasting of programs on the educational and government access channel. DCTV shall cablecast an average of not less than 84 hours per week of local origination, replayed, and outside programming, and shall do so seven days per week, on a year-round basis. Additionally, DCTV shall be required to consult with Community Media of the Foothills ("CMF") (or any replacement entity that may be designated by the City in its sole and absolute discretion) on a monthly basis to discuss the playback/cablecasting schedule, inclusion into same of public access programming originating from CMF facilities, and any technical issues that may impact CMF or its duly designated replacement.

8. Website. Provide 24/7 on-demand programming on the web at www.dctvduarte.com.

9. Record and Produce City Special Events. Pending availability of staff and/or volunteers, provide camera operators and production-related support to record and rebroadcast for the City on an as-requested basis, a variety of community events annually. Program requests are not cumulative, vary from year to year, and could include any combination of the following:

- Mayor's Prayer Breakfast
- Concerts in the Park Series
- Annual City Picnic/Parade
- State of the City
- Candidates Forum (when applicable)
- Duarte Boxing Show
- Halloween Howl
- Holiday Tree Lighting Ceremony
- Community Movie Nights
- Veteran's Day Event
- Easter Egg Hunt

10. Marketing. Actively promote the use and benefit of the educational/governmental access channel and facility to cable subscribers, the public, access users, and Charter

Communications through a variety of methods including but not limited to community networking events, cable scroll, press releases, access programming, website and Duarte High School CTE video courses.

11. Complaint Management. Handle public complaints regarding its operations by first accepting a complaint at the station and forwarding the complaint to the Station Manager for initial attempt at resolution. If the problem cannot be resolved by the Station Manager, it shall be agendized for the next DCTV Board meeting for discussion.

12. Channel Open to Public. DCTV shall keep the access channel(s) open to eligible users in the manner prescribed by FCC regulations, the Act and other laws. Nothing shall prevent the City from producing or sponsoring programming.

13. Indemnification. DCTV shall indemnify, defend, and hold harmless the City, and its officers, officials, employees, agents, representatives, and volunteers acting in an official capacity, from and against all damages and liability caused by the negligent actions or willful misconduct of DCTV or by its officers, officials, employees, agents, representatives, and volunteers when acting for or on behalf of DCTV. DCTV shall not be responsible for any damages or liability to the extent caused by the sole negligence or willful misconduct of the City or any of its officers, officials, employees, agents, representatives, or volunteers acting in an official capacity.

14. Copyright Clearance. Before cablecasting any public, government, or education video transmissions or programming, DCTV may require all users to agree, in writing, that they have made all legally necessary and appropriate arrangements to obtain all rights to all material cablecast and clearances from broadcast stations, networks, sponsors, music licensing organization, and without limitation from the foregoing, any and all other persons as may be necessary to transmit its or their program material over DCTV authorized channels.

15. Copyright and Ownership. DCTV shall own the copyright for any programs that it may choose from time to time to produce. Copyright of programming produced by any other governmental or educational user shall be held by the person who produces that program.

16. Distribution.

a) DCTV may require that producers of programs using the equipment, facilities or staff of DCTV grant to DCTV a non-exclusive license to cablecast such program on the channel or website operated by DCTV, and to copy, perform and/or prepare derivative works based upon the program for educational, training and/or promotional purposes.

b) DCTV may require that programs produced using DCTV equipment, facilities or staff be cablecast at least once on channels operated by DCTV.

c) DCTV may require that programs produced using DCTV equipment, facilities or staff not be used for commercial purposes.

d) At least at the beginning and the end of each day that video programming cablecast on the channels whose use is authorized by this MOU, DCTV shall display a credit stating, "Partial Funding" for the operation of this channel is provided by the City of Duarte."

e) To maintain a high standard of technical quality on the channel, DCTV is responsible to complete a quality check of all programming received from CMF on a weekly basis. DCTV is not responsible for program content of this material.

17. Storage and Redundancy. In addition to the distribution requirements discussed herein, DCTV shall maintain a cloud storage or other digital storage program that is reasonably acceptable to the City that will serve as a backup for DCTV's content, should DCTV's data and/or information storage system be compromised.

18. Records Retention. To the extent any programming, documents, files, or any other type of record is created, stored, received or maintained by DCTV pursuant to, or in performance of, this Agreement ("Records"), DCTV shall comply with the City's document retention policy as to those particular Records. For those Records not specifically addressed by the City's document retention policy, DCTV shall maintain a copy of that file for a period of a minimum of two (2) years following the date that DCTV last utilized the Record. A copy of the City's applicable document retention policy shall be made available to DCTV at it request within a reasonable amount of time.

19. Programming Coordination. To ensure that the channel includes the most current public, governmental and educational access programming, CMF will submit all new public access programming to DCTV by close of business every Tuesday. On every Friday, CMF will coordinate with DCTV to update the following week's DCTV channel video programming cablecast to include and integrate any new programming produced by CMF and/or DCTV. Should Friday be a City-recognized holiday, DCTV shall update the following week's video programming cablecast on the following business day. CMF and DCTV will also meet at the beginning of each month to discuss any channel issues including programming that may have occurred during the previous 30-day period.

II. FUNDING

1. Fiscal Year Funding. City agrees to pay to DCTV the amount of $27,600 per fiscal year in two payments: one on or before July 31 and the other on or before January 31, during the term of this contract, and of any extensions thereto. To request a payment, DCTV must submit an invoice to the City's Administrative Services Department a minimum of thirty days in advance for processing.

III. INSURANCE

1. Without limiting DCTV's indemnification obligations as set forth in this Agreement, the DCTV 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 DCTV has owned or leased vehicles), and if DCTV's employees use personal autos in connection with the performance of work under this Agreement, DCTV 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 accept 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 insured'. No work or services under this Agreement shall commence until the DCTV has provided the City with Certificates of Insurance evidencing the above insurance coverage's 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 cancelled for any reason, the DCTV shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Paragraph. DCTV agrees to provide immediate notice to City of any claim or loss against DCTV 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.

IV. MISCELLANEOUS PROVISIONS

1. Non-discrimination in Employment and Service. DCTV shall not discriminate against any person, employee or applicant for employment or subcontractor on the basis of race, color, creed, religion, sex, sexual preference, marital status, ancestry, national origin or physical or mental handicap. Further, DCTV shall not discriminate in the delivery of service on the basis of race, color creed, religion, sex, sexual preference, marital status, ancestry, national origin or physical or mental handicap.

2. Independent Contractor. It is understood and agreed that DCTV is an independent contractor and that no relationship of principal/agent or employer/employee exists between the City and DCTV. If in the performance of this Agreement any third persons employed by DCTV such person(s) shall be entirely and exclusively under the control, direction and supervision of DCTV. All terms of employment, including hours, wages, working conditions, discipline, hiring, discharge, or any other term of employment shall be determined by DCTV.

3. Board of Directors Membership. DCTV shall actively recruit members of the public to serve on its seven-member Board in accordance with its By-laws.

4. Assignment or Subletting. Neither this MOU nor any interest in it shall be assigned or transferred by DCTV without the express written consent of the City.

5. Monthly Reporting - Statistics on programming and/or services provided shall be reported by the 15th of the following month on a City approved form.

6. Annual Reporting. Prior to September 15th of each year, DCTV shall submit to City an annual report for the preceding fiscal year (July 1 – June 30). The report shall contain, the following information:

- Current and complete listing of DCTV's Board and their terms;

- Year-end financial statements;
- Any revisions to the by-laws, rules and regulations approved during the prior fiscal year;

7. Records, Fiscal Audit. DCTV shall maintain all necessary books and records in accordance with generally accepted accounting principles and retain all such records for a period of not less than three years following the expiration of this Agreement or such longer period as provided by law.

8. Annual Plan and Budget. On or before May 15th City shall provide DCTV with an estimate of available PEG fees and general fund dollars that will be available for the upcoming fiscal year. Prior to annual budget workshop, DCTV will provide City Council with year-to-date budget expenditures and any anticipated capital/program expenses for the upcoming fiscal year.

9. Funding from Other Sources. DCTV is encouraged, during the course of this Agreement, to pursue supplemental funds from other sources, including but not limited to fundraising.

10. Termination. The City may terminate this Agreement at any prior to the expiration of its term or any extension thereof, with or without cause. Prior to exercising any such termination right, however, the City will provide DCTV a public hearing before the City Council, on no less than 60 days' notice, to consider the proposed termination.

11. Time. Time is of the essence in this Agreement and for the performance of all covenants and conditions of this Agreement.

12. Cooperation. Each party agrees to execute all documents and do all things necessary to appropriately carry out the provisions of this Agreement.

13. Governing Law. The internal laws of the State of California, without regard to principles of conflicts of laws, shall govern the interpretation of this Agreement.

14. Attorney's Fees; Litigation Matters. 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 DCTV be entitled to economic or consequential damages or to punitive damages against City. 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, attorney 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 hereto 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 DCTV shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

15. Notices. All notices and other communication to be given to either party shall be in writing, depositing the same in the United States mail, postage prepaid and addressed to the appropriate party as follows:

To DCTV:	DCTV Board President c/o Duarte High School 1565 Central Avenue Duarte, CA 91010
To City:	Victoria Rocha Assistant to the City Manager 1600 Huntington Drive Duarte, CA 91010

Any party may change its address for notice by written notice to the other party at any time. The City shall designate a person who shall act as liaison between the City and DCTV.

16. Interpretation; Entire Agreement. This Agreement shall be construed in accordance with its fair meaning, and without regard to rules of construction regarding draftsmanship. Both parties acknowledge they have had the opportunity to fully and fairly negotiate its terms, and to have the same reviewed by counsel, and neither party is acting under duress in agreeing to the terms herein. This document is the entire agreement of the parties and supersedes all other prior agreements either written or oral. The document may be amended only by written agreement executed by the parties.

[Signatures Continue on Next Page]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement to be effective as of the Effective Date.

Date:_____

CONTRACTOR:

DUARTE COMMUNITY TELEVISION

By:_____
DCTV Board President

Date:_____

CITY:

CITY OF DUARTE

By:_____
Daniel Jordan, City Manager

ATTEST:

MARLA AKANA, CITY CLERK

By:_____

APPROVED AS TO FORM:

By:_____
David B. Cosgrove, City Attorney

DCTV MONTHLY REPORT July 1, 2019 - June 30, 2020

MONTH	HOURS OF PROGRAMING	NUMBER OF SPECIAL EVENTS PRODUCED	DESCRIPTION OF MARKETING ACTIVITIES	COMPLAINTS HANDLED	AMOUNT OF $ FUNRAISED	NUMBER OF HOURS STUDIO OPEN TO THE PUBLIC	NUMBER OF ORIGINAL EDUCATION/GOVERNMENTAL PROGRAMS PRODUCED	NUMBER OF PERSONS TRAINED	NUMBER OF TRAINING SESSIONS HELD	NUMBER OF WEBSITE UPDATES	NUMBER OF PROGRAMS RECEIVED FROM KGEM	PERCENTAGE OF HARD DRIVE STORAGE SPACE USED
JULY	24 Hrs	Concert July 3rd Concert July 17	None	1	0	45 Hrs	0	0	0	2	20	65%
AUG	24 Hrs	0	None	0	0	40 Hrs	0	0	0	0	16	67%
SEPT	24 Hrs	0	None	0	0	45 Hrs	0	0	0	0	16	
OCT	24 Hrs	Rebuilding 10-5 Arbor Day 10-12 Rebuilding 10-26	None	0	0	45 Hrs	0	0	0	2	23	
NOV	24 Hrs	0	None	0	0	45 Hrs	0	0	0	0	8	
DEC	24 Hrs	0	None	0	0	40 Hrs	0	0	0	1	13	78%
JAN	24 Hrs	0	None	0	0	45 Hrs	0	0	0	2	17	
FEB	24 Hrs	0	None	0	0	40 Hrs	0	0	0	2	14	79%
MARCH	24 Hrs	0	None	0	0	0	0	0	0	0	13	
APRIL	24 Hrs	0	None	0	0	0	0	0	0	0	10	
MAY	24 Hrs	0	None	0	0	0	0	0	0	0	8	
JUNE	24 Hrs	0	None	0	0	0	0	0	0	0	8	

Agenda Item: _____

CM Review: _____

Fiscal Review: _____

AGENDA REPORT

MEETING DATE:	November 24, 2020
TO:	Mayor and Members of the City Council
FROM:	Daniel Jordan, City Manager
BY:	Victoria Rocha, Assistant to the City Manager
SUBJECT:	Approval of Annual Service Agreement with Community Media of the Foothills for Public Access Programming Creation in the City of Duarte
RECOMMENDATION:	Approve and authorize the City Manager to execute on behalf of the City a service agreement between Community Media of the Foothills and the City of Duarte for public access programming creation in the City of Duarte.
FISCAL IMPACT:	During fiscal year 2020-21, the City will make a $24,500 annual contribution to Community Media of the Foothills. This cost is already included in the FY 2020-21 budget.

BACKGROUND

During fiscal year 2017-18, with the approval of City Council, City staff implemented complementary contracts with DCTV and Community Media of the Foothills (CMF) for public access programming production. Per these contracts, CMF offers studio space for Duarte residents to create content, whereas DCTV's focus is on governmental/educational programming. DCTV airs both the resident created content, in addition to their governmental/education programing including City Council meetings. This model was approved by City Council for subsequent fiscal years including level-funding for both organizations in the FY 2020-21 budget.

DISCUSSION/ANALYSIS

Attached are monthly reports from CMF illustrating monthly metrics on the following categories:

- Number of programs produced for DCTV
- Description of marketing activities
- Complaints handled
- Amount of money fundraised
- Number of hours studio is open to the public
- Number of persons trained
- Number of training sessions/producer meetings
- Number of programs sent to DCTV

For fiscal year 2020-21, CMF produced 54 programs. Of those 54 programs, 29 were created by or requested specifically Duarte residents, community groups, and the City of Duarte – over 50

percent of the content. This is reflected in the attachment titled, "Duarte Studio Shoots and Events July 1, 2019 through June 30, 2020."

In March 2020, CMF had to halt public access to their operations, as the State of California and Los Angeles County put into place COVID-19 safety measures which impacted content creation for several months. In October, CMF moved to an appointment only system for residents to access their film studios and services.

City staff has reviewed the submitted data as required by the contract signed in July 2019. After further discussion with CMF including a cost-breakdown of CMF's services, City staff and CMF agreed to expand their contract to include three deliverables:

1. Studio and camera access for Duarte residents, community groups, City officials and/or City staff that does not exceed 120 hours of shooting and production time;
2. CMF shooting and editing two City of Duarte events that do not exceed three hours and require multiple camera operators; and
3. Offer quarterly training sessions

City of Duarte events that require multiple camera operators are not in the current contract but assist the City in creating quality videography for larger scale events that may be outside of the scope of DCTV for filming. The City would be subject to paying for additional event filming above the two stated in the contract. A price sheet is attached.

Additionally, another opportunity to refine the implementation of the contract is to update the reporting form to metrics that better illustrate the value of the contract's work and return on investment for the City.

RECOMMENDATION

Approve and authorize the City Manager to execute on behalf of the City a service agreement between Community Media of Foothills and the City of Duarte for public access programming creation in the City of Duarte.

FISCAL IMPACT

During fiscal year 2020-21, the City will make a $24,500 annual contribution to Community Media of the Foothills. This cost is already included in the FY 2020-21 budget.

ATTACHMENTS

Attachment A – Agreement Between City of Duarte and Community Media of Foothills for Public Access Television Services
Attachment B – CMF July 2019-June 2020 Monthly Reports
Attachment C – Duarte Studio Shoots and Events July 1, 2019 through June 30, 2020
Attachment D – Community Media of the Foothills Annual Report to the City of Duarte
Attachment E – CMF Costs of Studio Rental & Event Coverage

AGREEMENT
BETWEEN CITY OF DUARTE AND COMMUNITY MEDIA OF THE FOOTHILLS FOR PUBLIC ACCESS TELEVISION SERVICES

OFFICE LOCATION

Community Media of the Foothills 847 E. Olive Ave. Monrovia, CA 91016

THIS AGREEMENT FOR PUBLIC ACCESS SERVICES ("Agreement") is entered into and effective as of July 1, 2020 ("Effective Date"), by and between the **CITY OF DUARTE**, ("City") and **COMMUNITY MEDIA OF THE FOOTHILLS** ("CMF"), a California nonprofit corporation as follows:

RECITALS

A. The City desires to provide support for the use of cable access channels provided pursuant to 47 USC Section 531 of the Cable Communication Policy Act of 1934 as amended by the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection Act of 1992 (The Act") and the Telecommunications Act of l996.

B. The Duarte Municipal Code, Section 5.86.200 provides that the City may designate a nonprofit organization to serve as the public access management entity to provide public access programming services and programming to the residents of the City.

C. The State has granted one franchise to Charter Communication to operate cable television in the City.

D. Both the State Franchise and Duarte Ordinance No. 794 provide that payments consisting of a franchise and PEG fees shall be made by cable service providers to the City for purposes consistent with state and federal law, i.e., capital equipment, facilities, educational and government access channel.

E. Community Media of the Foothills, a nonprofit public access entity and post-production facility, has provided public access management and video services to the City pursuant to an agreement dated September 12, 2017 and has indicated its continuing interest in serving the City of Duarte by providing public access programming and studio operation services.

F. The City and Duarte Community Television ("DCTV") have entered into agreement for DCTV to provide broadcast public access channel services, and production of educational and governmental programming to be broadcast on same, in a manner consistent with principles set forth in DCTV's Official By-laws, rules and regulations, and Articles of Incorporation. DCTV may broadcast the public programming content that is

originally produced at the CMF facilities by the public, in conjunction with DCTV's original content for governmental and educational purposes for broadcast.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein and the foregoing Recitals, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the parties agree to the duties and responsibilities of CMF as follows:

1. TERM

The term of this Agreement is one year commencing on July 1, 2020 and terminating on June 30, 2021 unless extended by written agreement of the parties or terminated earlier in accordance with the express terms of this Agreement.

2. SERVICES AND PERFORMANCE

CMF shall perform the following services:

A. Channel Programming Contribution. Contribute public access programming to the City's public /government/educational access cable channel in a manner consistent with principles set forth in CMF's Official By-laws, rules and regulations, and Articles of Incorporation. During the contract year shall submit to DCTV for cablecast no less than the following items:

a) programming content created by Duarte residents, community groups, City officials and/or City staff that does not exceed 120 hours of shooting and production time

b) two City of Duarte events that do not exceed three hours and require multiple camera operators, shot and edited by Community Media of the Foothills

B. Studio Operation and Usage. Manage and staff a video production facility and equipment that shall be available for public access use at such hours and times as determined by CMF, but not less than 40 hours per week. Any change in the hours of operation shall be posted twenty-four (24) hours in advance of such change and when possible, prior notification will be listed on channel scroll and DCTV/CMF websites. CMF may choose to close its facility for up to two weeks per year for maintenance and/or other facility related issues. All efforts will be made to notify the public in advance of the closure. Studio soundstage use and equipment permanently assigned in studio needs to maintain first priority to Monrovia residents per CMF's current agreements with Monrovia. If a schedule conflict should arise, it will be settled by CMF's Station Manager, but Duarte residents would be notified of the conflict ahead of time and would be allowed reasonable access and times to reschedule studio use in a timely manner. If Duarte public access production demand reaches a level where CMF cannot handle studio scheduling, labor, or it becomes an undue and non-manageable hindrance to Monrovia producers, CMF reserves

the right to notify Duarte in writing, that a reasonable limit has been superseded and be able to cap usage of in-studio soundstage usage. No cap shall ever be placed on equipment check-out or usage of edit stations. Cap limits shall be determined by ensuring reasonable access for both Monrovia and Duarte even if it means cutting back in studio scheduling or work with Duarte producers.

C. Equipment - Equipment purchased for Duarte will have priority for Duarte residents, and vice versa for Monrovia residents. Residents of both cities can share equipment and resources and CMF staff and volunteers in general can use Duarte equipment for staff needs as long as similar assets are available whenever required by Duarte residents.

D. Equal Access. Provide access to the use of the equipment, facilities and service on a non-discriminatory basis to all members of the public access community for non-commercial programming purposes, whether individuals, groups or organizations, on a first come, first served non-discriminatory basis. Access to equipment and facilities shall be open to all those who satisfactorily complete: a) training class(es) provided by CMF; or b) who receive a certification from CMF, identifying said user as having satisfied training requirements through means other than CMF training classes.

E. Operating Policies and Procedures. Follow reasonable policies, procedures and guidelines for the use and operation of access equipment and facilities, and make such policies, procedures, and guidelines available to the public. CMF shall submit all changes, amendments or alterations of policies, procedures, and guidelines to City for comment prior to formal ratification.

F. Rules and Regulations. Administer the access facility and equipment in compliance with the Duarte Municipal Code and CMF's adopted Rules and Regulations.

G. Training. Train Duarte residents, business owners, City and school employees in the techniques of video production and provide technical advice in the execution of productions. Such training shall be held no less than quarterly at such times and upon such terms as CMF determines.

H. Programming Coordination. To ensure that the channel includes the most current public, governmental and educational access programming, CMF will submit all new public access programming to DCTV by close of business every Tuesday. On every Friday, CMF will coordinate with DCTV to update the following week's DCTV channel video programming cablecast to include and integrate any new programming produced by CMF and/or DCTV. Should Friday be a City-recognized holiday, DCTV shall update the following week's video programming cablecast on the following business day. CMF and DCTV will also meet at the beginning of each month to discuss any channel issues including programming that may have occurred during the previous 30-day period.

I. Marketing. Actively promote the use and benefit of the public access production and facility to cable subscribers, the public, access users, and Charter Communications

through a variety of methods, including but not limited to community networking events, cable scroll, press releases, access programming, website, etc.

J. Complaint Management. Handle public complaints regarding its operations by first accepting a complaint at the station and forwarding the complaint to the Station Manager for initial attempt at resolution. If the problem cannot be resolved by the Station Manager, it shall be agendized for the next CMF Board meeting for discussion.

K. Indemnification. CMF shall indemnify, defend, and hold harmless the City, and its officers, officials, employees, agents, representatives, and volunteers acting in an official capacity, from and against all damages and liability caused by the negligent actions or willful misconduct of CMF or by its officers, officials, employees, agents, representatives, and volunteers when acting for or on behalf of CMF. CMF shall not be responsible for any damages or liability to the extent caused by the sole negligence or willful misconduct of the City or any of its officers, officials, employees, agents, representatives, or volunteers acting in an official capacity.

L. Copyright Clearance. Before submitting any public access programming for cablecasting or video transmissions, CMF may require all users to agree, in writing, that they have made all legally necessary and appropriate arrangements to obtain all rights to all material cablecast and clearances from broadcast stations, networks, sponsors, music licensing organization, and without limitation from the foregoing, any and all other persons as may be necessary to transmit its or their program material over DCTV's authorized channels.

M. Copyright and Ownership. CMF shall own the copyright for any original content or programs that it may choose from time to time to produce. Copyright of programming produced by any other public access user shall be held by the person who produces that program.

N. Storage and Redundancy. In addition to the distribution requirements discussed herein, CMF shall maintain a cloud storage or other digital storage program that is reasonably acceptable to the City that will serve as a backup for CMF's content, should CMF's data and/or information storage system be compromised.

O. Records Retention. To the extent any programming, documents, files, or any other type of record is created, stored, received or maintained by CMF pursuant to, or in performance of, this Agreement ("Records"), CMF shall comply with the City's document retention policy as to those particular Records. For those Records not specifically addressed by the City's document retention policy, CMF shall maintain a copy of that file for a period of a minimum of two (2) years following the date that CMF last utilized the Record. A copy of the City's applicable document retention policy shall be made available to CMF at its request within a reasonable amount of time.

P. Distribution.

a) CMF may require that producers of programs using the equipment, facilities or staff of CMF grant to CMF/DCTV a non-exclusive license to cablecast

such program on the channel or website operated by CMF/DCTV, and to copy, perform and/or prepare derivative works based upon the program for educational, training and/or promotional purposes.

b) CMF may require that programs produced using CMF equipment, facilities or staff be cablecast at least once on channels operated by CMF/DCTV.

c) CMF may require that programs produced using CMF equipment, facilities or staff not be used for commercial purposes.

d) At least at the beginning and the end of each day that video programming cablecast on the channels whose use is authorized by this Agreement, CMF shall display a credit stating "Partial Funding" for the operation of this channel is provided by the City of Duarte."

3. FUNDING

Fiscal Year Funding. City agrees to pay to CMF the amount of $24,500 per fiscal year in two equal payments: one on or before October 31 and the other on or before January 31, during the term of this contract, and of any extensions thereto. To request a payment, CMF must submit an invoice to the City's Administrative Services Department a minimum of thirty days in advance for processing.

4. INSURANCE

A. Without limiting CMF's indemnification obligations as set forth in this Agreement, CMF 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 CMF has owned or leased vehicles), and if CMF's employees use personal autos in connection with the performance of work under this Agreement, CMF 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 insured'. No work or services under this Agreement shall commence until the CMF has provided the City with Certificates of Insurance evidencing the above insurance coverage's 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 cancelled for any reason, the CMF shall, prior to the cancellation date, submit new evidence of insurance, in conformance with this Paragraph. CMF agrees to provide immediate notice to City of any claim or loss against CMF 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.

5. MISCELLANEOUS PROVISIONS

A. Non-discrimination in Employment and Service. CMF shall not discriminate against any person, employee or applicant for employment or subcontractor on the basis of race, color, creed, religion, sex, sexual preference, marital status, ancestry, national origin or physical or mental handicap. Further, CMF shall not discriminate in the delivery of service on the basis of race, color creed, religion, sex, sexual preference, marital status, ancestry, national origin or physical or mental handicap.

B. Independent Contractor. It is understood and agreed that CMF is an independent contractor and that no relationship of principal/agent or employer/employee exists between the City and CMF. If in the performance of this Agreement any third persons employed by CMF such person(s) shall be entirely and exclusively under the control, direction and supervision of CMF. All terms of employment, including hours, wages, working conditions, discipline, hiring, discharge, or any other term of employment shall be determined by CMF.

C. Board of Directors Membership. CMF shall actively recruit members of the Duarte community to serve on its Board in accordance with its By-Laws and also designate one seat on their Board to be filled by a Duarte resident or business owner.

D. Assignment or Subletting. Neither this Agreement nor any interest in it shall be assigned or transferred by CMF without the express written consent of the City.

E. Monthly Reporting - Statistics on programming and/or services provided shall be reported by the 15th of the following month on a City approved form.

F. Annual Reporting. Prior to September 15th of each year, CMF shall submit to City an annual report for the preceding fiscal year (July 1 – June 30). The report shall contain, the following information:

- Current and complete listing of CMF's Board and their terms;
- Year-end financial statements;
- Any revisions to the by-laws, rules and regulations approved during the prior fiscal year.

G. Records, Fiscal Audit. CMF shall maintain all necessary books and records in accordance with generally accepted accounting principles and retain all such records for a period of not less than three years following the expiration of this Agreement or such longer period as provided by law.

H. Annual Plan and Budget. On or before May 15th City shall provide CMF with an estimate of general fund dollars that may be available for the upcoming fiscal year. Prior to annual budget workshop, CMF will provide City Council with year-to-date budget expenditures and any anticipated capital/program expenses for the upcoming fiscal year.

I. Funding from Other Sources. CMF is encouraged, during the course of this Agreement, to pursue supplemental funds from other sources, including but not limited to fundraising.

J. Termination. The City may terminate this Agreement at any prior to the expiration of its term or any extension thereof, with or without cause. Prior to exercising any such termination right, however, the City will provide CMF a public hearing before the City Council, on no less than 60 days' notice, to consider the proposed termination.

K. Time. Time is of the essence in this Agreement and for the performance of all covenants and conditions of this Agreement.

L. Cooperation. Each party agrees to execute all documents and do all things necessary to appropriately carry out the provisions of this Agreement.

M. Governing Law. The internal laws of the State of California, without regard to principles of conflicts of laws, shall govern the interpretation of this Agreement.

N. Attorney's Fees; Litigation Matters. 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 CMF be entitled to economic or consequential damages or to punitive damages against City. 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, attorney 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 hereto 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 CMF shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

O. Interpretation; Entire Agreement. This Agreement shall be construed in accordance with its fair meaning, and without regard to rules of construction regarding draftsmanship. Both parties acknowledge they have had the opportunity to fully and fairly negotiate its terms, and to have the same reviewed by counsel, and neither party is acting under duress in agreeing to the terms herein. This document is the entire agreement of the parties and supersedes all other prior agreements either written or oral. The document may be amended only by written agreement executed by the parties.

6. 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
Attn: Victoria Rocha

If to Consultant:
Community Media of the Foothills
Box 227
Monrovia, CA 91017
Attn: David Palomares

7. RIGHTS AND REMEDIES ARE CUMULATIVE; AND 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. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

8. EXECUTION OF CONTRACT

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.

9. EFFECTIVE DATE

The Effective Date of this Agreement shall be the date set next to the signature of the City Manager below, which date shall be inserted into the preamble of this Agreement.

[end –signature page follows]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement as of the Effective Date.

CITY OF DUARTE

By_____
Dan Jordan
City Manager

Date:_____

CONSULTANT

By_____
David Palomares
Community Media of the Foothills

Date:_____

ATTEST:

MARLA AKANA, CITY CLERK

By:_____

APPROVED AS TO FORM:
RUTAN & TUCKER, LLP

_____
David Cosgrove
City Attorney

CMF MONTHLY REPORT FOR DUARTE - JULY 2019

WEEK	NUMBER OF PROGRAMS PRODUCED	DESCRIPTION OF MARKETING ACTIVITIES / COMMUNITY OUTREACH (I.E., SOCIAL MEDIA, WEBSITE)	COMPLAINTS HANDLED	AMOUNT OF $ FUNDRAISED	NUMBER OF HOURS STUDIO OPEN TO THE PUBLIC	NUMBER OF PERSONS TRAINED	NUMBER OF TRAINING SESSIONS / PRODUCER MEETINGS	NUMBER OF PROGRAMS SENT TO DCTV
WEEK 1	0	None	No Complaints	None	35 Hours Closed 4th of July	0	None	4 Shows
WEEK 2	0	Studio Tour Youth Summer Camp	No Complaints	None	43 Hours	5	None	4 Shows
WEEK 3	1	None	No Complaints	None	43 Hours	0	None	4 Shows
WEEK 4	0	Duarte City Council Meeting	No Complaints	None	43 Hours	0	None	4 Shows
WEEK 5	0	Duarte Community Coordinating Council	No Complaints	None	27 Hours (3 days)	0	None	4 Shows

CMF MONTHLY REPORT FOR DUARTE - AUGUST 2019

WEEK	NUMBER OF PROGRAMS PRODUCED	DESCRIPTION OF MARKETING ACTIVITIES / COMMUNITY OUTREACH (I.E., SOCIAL MEDIA, WEBSITE)	COMPLAINTS HANDLED	AMOUNT OF $ FUNDRAISED	NUMBER OF HOURS STUDIO OPEN TO THE PUBLIC	NUMBER OF PERSONS TRAINED	NUMBER OF TRAINING SESSIONS / PRODUCER MEETINGS	NUMBER OF PROGRAMS SENT TO DCTV
WEEK 1	0	None	No Complaints	None	16 Hours (two days)	0	None	0
WEEK 2	1	Azusa Pacific University Meeting	No Complaints	None	43 Hours	0	None	4 Shows
WEEK 3	1	Monrovia High School Meeting	No Complaints	None	43 Hours	0	None	4 Shows
WEEK 4	0	Oak Crest Jr. Science Academy Meeting	No Complaints	None	43 Hours	0	None	4 Shows
WEEK 5	0	Beacon Media Meeting	No Complaints	None	43 Hours	0	None	4 Shows

CMF MONTHLY REPORT FOR DUARTE - SEPTEMBER 2019

WEEK	NUMBER OF PROGRAMS PRODUCED	DESCRIPTION OF MARKETING ACTIVITIES / COMMUNITY OUTREACH (I.E., SOCIAL MEDIA, WEBSITE)	COMPLAINTS HANDLED	AMOUNT OF $ FUNDRAISED	NUMBER OF HOURS STUDIO OPEN TO THE PUBLIC	NUMBER OF PERSONS TRAINED	NUMBER OF TRAINING SESSIONS / PRODUCER MEETINGS	NUMBER OF PROGRAMS SENT TO DCTV
WEEK 1	0	None	No Complaints	None	34 Hours Closed Labor Day	0	None	4 Shows
WEEK 2	1	CMF & DCTV Meeting	No Complaints	None	43 Hours	0	1	4 Shows
WEEK 3	0	Route 66 Committee Meeting	No Complaints	None	43 Hours	0	1	4 Shows
WEEK 4	2	Route 66 Breakfast & Parade	No Complaints	None	43 Hours	3	None	4 Shows

CMF MONTHLY REPORT FOR DUARTE - OCTOBER 2019

WEEK	NUMBER OF PROGRAMS PRODUCED	DESCRIPTION OF MARKETING ACTIVITIES / COMMUNITY OUTREACH (I.E , SOCIAL MEDIA, WEBSITE)	COMPLAINTS HANDLED	AMOUNT OF $ FUNDRAISED	NUMBER OF HOURS STUDIO OPEN TO THE PUBLIC	NUMBER OF PERSONS TRAINED	NUMBER OF TRAINING SESSIONS / PRODUCER MEETINGS	NUMBER OF PROGRAMS SENT TO DCTV
WEEK 1	2	None	No Complaints	None	34 Hours (Oct 1st - 4th)	0	None	1. ASMR_010 2. EIAT_Interfaith Council 3. Is It Reasonable_016 4. La Verdad_007_Crisis en Colombia
WEEK 2	0	MCCC Meeting	No Complaints	None	43 Hours	0	1	1. ASMR_011 2. ASMR_012 3. Is It Reasonable_01 4. R and D_006
WEEK 3	1	None	No Complaints	None	43 Hours	0	1	1. 0ASMR_013 2. ASMR_014 3. Duarte's 24th AnnualRoute 66 Parade Web 4. Duarte's 24th Annual Route 66 Parade 5. House of Hip Hop_010 6. Is It Reasonable_019 7. Neil Hollywood - Live Edit
WEEK 4	2	None	No Complaints	None	43 Hours	2	None	1. ASMR_015 2. EIAT_Growing up in Monrovia 3. La Verdad_008_Sucher Harvad 4. Neil Hollywood Show_022_Live Edit
WEEK 5	2	CMF Meeting	1	None	34 Hours (Oct 28th - 31st)	2	None	1. ASMR_016 2. Neil Hollywood Show_023_Donna Baker Interview 3. Neil Hollywood Show_025_Mayor Duarte 4. TRSC Carly Jibson

CMF MONTHLY REPORT FOR DUARTE - NOVEMBER 2019

WEEK	NUMBER OF PROGRAMS PRODUCED	DESCRIPTION OF MARKETING ACTIVITIES / COMMUNITY OUTREACH (I.E., SOCIAL MEDIA, WEBSITE)	COMPLAINTS HANDLED	AMOUNT OF $ FUNDRAISED	NUMBER OF HOURS STUDIO OPEN TO THE PUBLIC	NUMBER OF PERSONS TRAINED	NUMBER OF TRAINING SESSIONS / PRODUCER MEETINGS	NUMBER OF PROGRAMS SENT TO DCTV
WEEK 1	3	Beacon Media Meeting Monrovia Coordinating Counsel	No Complaints	None	35 Hours Closed Veternas Day	0	None	1. Neil Holly. Show_023_Donna Baker 2. La Verdad_009_Black Hole Photo 3. House of Hip Hop_011. 4. ASMR_017
WEEK 2	1	None	No Complaints	None	43 Hours	2	1	No Programs sent this week due to technical issues
WEEK 3	3	Veteran's Interviews	No Complaints	None	43 Hours	1	1	1. Good Libations_Langstaff 2. Gospel Today_017 3.TRSC_007_Corey Clark 4.ASMR_018
WEEK 4	1	None	No Complaints	None	16 Hours Closed for Thanksgiving	1	None	Studio Closed for Thanksgiving

CMF MONTHLY REPORT FOR DUARTE - DECEMBER 2019

WEEK	NUMBER OF PROGRAMS PRODUCED	DESCRIPTION OF MARKETING ACTIVITIES / COMMUNITY OUTREACH (I.E., SOCIAL MEDIA, WEBSITE)	COMPLAINTS HANDLED	AMOUNT OF $ FUNDRAISED	NUMBER OF HOURS STUDIO OPEN TO THE PUBLIC	NUMBER OF PERSONS TRAINED	NUMBER OF TRAINING SESSIONS / PRODUCER MEETINGS	NUMBER OF PROGRAMS SENT TO DCTV
WEEK 1	0	Monrovia Holiday Parade Participants	No Complaints	None	43 Hours	0	None	1. ASMR_019 2. House of Hip Hop_012 3.Is It Reasonable_020 4. La Verdad_010_Brexit Economic Impact 5. Public Access Christmas Special
WEEK 2	5	Studio Open House Duarte City Council Meeting	No Complaints	None	43 Hours	1	1	1. ASMR_020 2. Good Libations_Quiet Nights 3.Neil Hollywood Show_025_Duarte Mayor 4. TRSC_008_California Dreams
WEEK 3	3	Veteran's Interviews	No Complaints	None	43 Hours	1	1	1. Good Libations_Muddled Tequila Sunrise 2. Gospel Today_016 3. TRSC_007_Corey Clark 4. R and D_007
WEEK 4		None	No Complaints	None	0		None	Studio Closed for the Holidays & Refurbishment

CMF MONTHLY REPORT FOR DUARTE - JANUARY 2020

WEEK	NUMBER OF PROGRAMS PRODUCED	DESCRIPTION OF MARKETING ACTIVITIES / COMMUNITY OUTREACH (I.E , SOCIAL MEDIA, WEBSITE)	COMPLAINTS HANDLED	AMOUNT OF $ FUNDRAISED	NUMBER OF HOURS STUDIO OPEN TO THE PUBLIC	NUMBER OF PERSONS TRAINED	NUMBER OF TRAINING SESSIONS / PRODUCER MEETINGS	NUMBER OF PROGRAMS SENT TO DCTV
WEEK 1	1		No Complaints	None	43 Hours	1	None	1. ASMR_021 2. La Verdad_011_The USA versus Huawei 3. Neil Hollywood Show_026_Skid Row Story 4. Neil Hollywood Show_027_Digital Media 5. R and D_008
WEEK 2	0		No Complaints	None	43 Hours	0	1	1. EIAT_Monrovia Changemakers 2. La Verdad_Citi Whistleblower 3.Neil Hollywood Show_028_How To Edit with ipad 4. R and D_009
WEEK 3	2		No Complaints	None	43 Hours	1	1	1. House of Hip Hop_014 2. Is It Reasonable_021 3. La Verdad_ Derecho Penal Inter 4. Neil Hollywood Show_029_1hr Documentary
WEEK 4	0	Duarte Coordinating Council	No Complaints	None	43 Hours	0	None	1. Is It Reasonable_022 2. La Verdad_Boeing 737 Crisis Management 3.Neil Hollywood Show_030_Dirk and Neil 4. R and D_010

CMF MONTHLY REPORT FOR DUARTE - FEBRUARY 2020

WEEK	NUMBER OF PROGRAMS PRODUCED	DESCRIPTION OF MARKETING ACTIVITIES / COMMUNITY OUTREACH (I.E., SOCIAL MEDIA, WEBSITE)	COMPLAINTS HANDLED	AMOUNT OF $ FUNDRAISED	NUMBER OF HOURS STUDIO OPEN TO THE PUBLIC	NUMBER OF PERSONS TRAINED	NUMBER OF TRAINING SESSIONS / PRODUCER MEETINGS	NUMBER OF PROGRAMS SENT TO DCTV
WEEK 1	1	Monrovia Coordinating Counsel Duarte Voters Education Event	No Complaints	None	43 Hours	1	1	1. Is It Reasonable - Episode 23 2. La Verdad - Opioids in the USA 3. Neil Hollywood - Roller Derby LG 4. Pubic Access Talent show
WEEK 2	1	Measure D Studio Shoot City Council Candidates Forum Clifton Art Program	No Complaints	None	43 Hours	0	None	1. Is It Reasonable - Episode 24 2. La Verdad - Fake News 3. Measure D Presentation 4. Voter Education Event
WEEK 3	2	Constant Contact ACM West Conference	No Complaints	None	43 Hours	1	1	1.It Feels Good To Feel Good - Ep 1 2. Is it Reasonable_025 3. La Verdad - Poisoner in Chief
WEEK 4	0	ACM West Conference	No Complaints	None	43 Hours	1	None	1. Black History Month Art Festival 2. Cood Libations - Cherry Bomb 3. Is It Reasonable Episode 26

CMF MONTHLY REPORT FOR DUARTE - MARCH 2020

WEEK	NUMBER OF PROGRAMS PRODUCED	DESCRIPTION OF MARKETING ACTIVITIES / COMMUNITY OUTREACH (I.E., SOCIAL MEDIA, WEBSITE)	COMPLAINTS HANDLED	AMOUNT OF $ FUNDRAISED	NUMBER OF HOURS STUDIO OPEN TO THE PUBLIC	NUMBER OF PERSONS TRAINED	NUMBER OF TRAINING SESSIONS / PRODUCER MEETINGS	NUMBER OF PROGRAMS SENT TO DCTV
WEEK 1	1	Monrovia Coordinating Counsel	No Complaints	None	43 Hours	1	1	1. EIAT - Choose 2 Live - 34:12 2. GL_Elderberry Cachaca - 8:20 3. IFGTFG_002 - 1:00 4. TOF_095_95 - 28:10
WEEK 2	1	Web site Meet ng Clifton Art Program Meeting	No Complaints	None	43 Hours	0	None	1. EIAT_Tobacco - 33:41 2. IFGTFG_003 - 56.22 3. LV_Ransomeware - 28:00 4 TOF_096 - 28:00
WEEK 3	2 - COVID-19 UPDATES	Studio Closed to the Public COVID-19 Pandemic	No Complaints	None	0	0	None	1.GL_Vanilla White Russian - 10:01 2. IFGTFG_004 - 57:55 3. IIR_027 - 27:29
WEEK 4	2 - COVID-19 UPDATES	Studio Closed to the Public COVID-19 Pandemic	No Complaints	None	0	0	None	1. IFGTFG_005 - 59:21 2. IIR_028 - 27:28

CMF MONTHLY REPORT FOR DUARTE - APRIL 2020

WEEK	NUMBER OF PROGRAMS PRODUCED	DESCRIPTION OF MARKETING ACTIVITIES / COMMUNITY OUTREACH (I.E , SOCIAL MEDIA, WEBSITE)	COMPLAINTS HANDLED	AMOUNT OF $ FUNDRAISED	NUMBER OF HOURS STUDIO OPEN TO THE PUBLIC	NUMBER OF PERSONS TRAINED	NUMBER OF TRAINING SESSIONS / PRODUCER MEETINGS	NUMBER OF PROGRAMS SENT TO DCTV
WEEK 1	2 COVID-19 UPDATES	Studio Closed to the Public COVID-19 Pandemic	No Complaints	None	0	0	None	1. IIR_029 2. TOF_097
WEEK 2	2 COVID-19 UPDATES	Studio Closed to the Public COVID-19 Pandemic	No Complaints	None	0	0	None	1. IFGTFG_006 2. TOF_098
WEEK 3	2 COVID-19 UPDATES	Studio Closed to the Public COVID-19 Pandemic	No Complaints	None	0	0	None	1. IFGTFG_007 2. TOF_099
WEEK 4	2 COVID-19 UPDATES	Studio Closed to the Public COVID-19 Pandemic	No Complaints	None	0	0	None	1. IFGTFG_008 2. TOF_100
WEEK 5	2 COVID-19 UPDATES	Studio Closed to the Public COVID-19 Pandemic	No Complaints	None	0	0	None	1. IFGTFG_009 2. LV_Addiction Recovery

CMF MONTHLY REPORT FOR DUARTE - MAY 2020

WEEK	NUMBER OF PROGRAMS PRODUCED	DESCRIPTION OF MARKETING ACTIVITIES / COMMUNITY OUTREACH (I.E., SOCIAL MEDIA, WEBSITE)	COMPLAINTS HANDLED	AMOUNT OF $ FUNDRAISED	NUMBER OF HOURS STUDIO OPEN TO THE PUBLIC	NUMBER OF PERSONS TRAINED	NUMBER OF TRAINING SESSIONS / PRODUCER MEETINGS	NUMBER OF PROGRAMS SENT TO DCTV
WEEK 1	1	Studio Closed to the Public COVID-19 Pandemic	No Complaints	None	0	0	None	1. IFGTFG - Episode 10 2. La Verdad - Afganistan
WEEK 2	1	Studio Closed to the Public COVID-19 Pandemic	No Complaints	None	0	0	None	1.Explorations - Episode 001 2. La Verdad - One Giant Leap
WEEK 3	0	Studio Closed to the Public COVID-19 Pandemic	No Complaints	None	0	0	None	1. La Verdad - USSR 2. TOF - Episode 101
WEEK 4	0	Studio Closed to the Public COVID-19 Pandemic	No Complaints	None	0	0	None	1. La Verdad - Addiction 2. TOF - Episode 102

CMF MONTHLY REPORT FOR DUARTE - JUNE 2020

WEEK	NUMBER OF PROGRAMS PRODUCED	DESCRIPTION OF MARKETING ACTIVITIES / COMMUNITY OUTREACH (I.E., SOCIAL MEDIA, WEBSITE)	COMPLAINTS HANDLED	AMOUNT OF $ FUNDRAISED	NUMBER OF HOURS STUDIO OPEN TO THE PUBLIC	NUMBER OF PERSONS TRAINED	NUMBER OF TRAINING SESSIONS / PRODUCER MEETINGS	NUMBER OF PROGRAMS SENT TO DCTV
WEEK 1	1	Studio Closed to the Public COVID-19 Pandemic	No Complaints	None	0	0	None	1. LV_Afganistan 2 2. TOF_103
WEEK 2	1	Studio Closed to the Public COVID-19 Pandemic	No Complaints	None	0	0	None	1. CWRW_Wendy 2. GT_019
WEEK 3	0	Studio Closed to the Public COVID-19 Pandemic	No Complaints	None	0	0	None	1.GL_Arroyo Verde 2. GT_020
WEEK 4	0	Studio Closed to the Public COVID-19 Pandemic	No Complaints	None	0	0	None	1.TOF_104 2. La Verdad - Slavery

Duarte Studio Shoots and Events
July 1, 2019 through June 30, 2020

1. July 23, 2019 - Robert Decoudres, Gospel Today
2. August 7, 2019 - Dr. Sunil, Teleprompter shoot
3. September 12, 2019 - Robert Decoudres, Gospel Today
4. September 28, 2019- Duarte Route 66 Parade Breakfast
5. September 28 2019 - Duarte Route 66 Parade
6. September 28 2019 - Duarte Route 66 Parade Promo
7. October 21, 2019 - Robert Decoudres ,Gospel Today
8. October 28, 2019 - Barbara Gholar , PSA Shoot
9. November 1, 2019 - Mercedes, Studio Shoot
10. November 2, 2019 - Youth Actors Academy
11. November 8, 2019 - Mercedes, Studio Shoot
12. November 9, 2019 - Youth Actors Academy
13. November 15, 2019 - Mercedes, Studio Shoot
14. November 16, 2019 - Youth Actors Academy
15. November 23, 2019 - Youth Actors Academy
16. December 11, 2019 - Yvette, Studio Shoot
17. December 12, 2019 - Barbra Gholar, Studio Shoot
18. December 12, 2019 - Robert Decoudres, Gospel Today
19. December 13, 2019 - Barbara Gholar, Studio Shoot
20. December 13, 2019 - Mercedes Studio Shoot
21. December 16, 2019 - Mercedes, Studio shoot
22. December 17, 2019 - Mercedes, Studio Shoot
23. December 18, 2019 - Mercedes, Studio Shoot
24. December 21, 2019 - Robert Decoudres, Gospel Today
25. February 5, 2020 - Duarte Voter Education Event
26. February 5, 2020 - Produce: Voter Education New Voting Equipment
27. February 5, 2020 - Produce: Voter Education Measure Breakdown
28. February 13, 2020 - Manoj & City Counsel Members, Studio Shoot
29. February 18, 2020 - Barbara Gholar, Studio Shoot
30. June 19, 2020 - Juneteenth Celebration
31. July 21, 2020 - A Ride in the Neighborhood, Duarte Trail

Community Media of the Foothills

Annual Report to the City Duarte

July 1, 2019 - June 30, 2020

CMF Annual Report, September 2020

A. Current and complete listing of the names of CMF's Board of Directors & terms

- Rena Delgado, Board Chair - 2019-2020
- Doug McComb - 2019-2021
- Ward Calaway - 2016-2020
- Julie Gamberg - 2018-2020
- Meredith Luiten, Secretary - 2018-2020
- Yeryca Ramos - 2020-2022

B. Year-end financial statement audited by an independent certified public accountant

See *Attachment*

C. Copies of revised version of the CMF Bylaws and Policies and Procedures

See *Attachment*

COPY

Form **8868**
(Rev. January 2019)
Department of the Treasury
Internal Revenue Service

Application for Automatic Extension of Time To File an Exempt Organization Return

► **File a separate application for each return.**
► **Go to *www.irs.gov/Form8868* for the latest information.**

OMB No. 1545-1709

Electronic filing *(e-file)*. You can electronically file Form 8868 to request a 6-month automatic extension of time to file any of the forms listed below with the exception of Form 8870, Information Return for Transfers Associated With Certain Personal Benefit Contracts, for which an extension request must be sent to the IRS in paper format (see instructions). For more details on the electronic filing of this form, visit *www.irs.gov/e-file-providers/e-file-for-charities-and-non-profits*.

Automatic 6-Month Extension of Time. Only submit original (no copies needed).

All corporations required to file an income tax return other than Form 990-T (including 1120-C filers), partnerships, REMICs, and trusts must use Form 7004 to request an extension of time to file income tax returns.

Enter filer's identifying number, see instructions

Type or print

File by the due date for filing your return. See instructions.

Name of exempt organization or other filer, see instructions.	Employer identification number (EIN) or
COMMUNITY MEDIA OF THE FOOTHILLS	953886210
Number, street, and room or suite number. If a P.O. box, see instructions.	Social security number (SSN)
847 E. OLIVE AVE	
City, town or post office, state, and ZIP code. For a foreign address, see instructions.	
MONROVIA, CA 91016	

Enter the Return Code for the return that this application is for (file a separate application for each return) 01

Application Is For	Return Code	Application Is For	Return Code
Form 990 or Form 990-EZ	01	Form 990-T (corporation)	07
Form 990-BL	02	Form 1041-A	08
Form 4720 (individual)	03	Form 4720 (other than individual)	09
Form 990-PF	04	Form 5227	10
Form 990-T (section 401(a) or 408(a) trust)	05	Form 6069	11
Form 990-T (trust other than above)	06	Form 8870	12

- The books are in the care of ► SCOTT AUSTIN

Telephone No. ► 626-357-4974 Fax No. ►

- If the organization does not have an office or place of business in the United States, check this box ► ☐
- If this is for a Group Return, enter the organization's four digit Group Exemption Number (GEN) _____. If this is for the whole group, check this box ► ☐. If it is for part of the group, check this box ► ☐ and attach a list with the names and EINs of all members the extension is for.

1 I request an automatic 6-month extension of time until 5/15, 20 20, to file the exempt organization return for the organization named above. The extension is for the organization's return for:
► ☐ calendar year 20 ____ or
► ☒ tax year beginning 7/01, 20 18, and ending 6/30, 20 19.

2 If the tax year entered in line 1 is for less than 12 months, check reason: ☐ Initial return ☐ Final return ☐ Change in accounting period

3a If this application is for Forms 990-BL, 990-PF, 990-T, 4720, or 6069, enter the tentative tax, less any nonrefundable credits. See instructions	**3a**	$ 0.
b If this application is for Forms 990-PF, 990-T, 4720, or 6069, enter any refundable credits and estimated tax payments made. Include any prior year overpayment allowed as a credit	**3b**	$ 0.
c Balance due. Subtract line 3b from line 3a. Include your payment with this form, if required, by using EFTPS (Electronic Federal Tax Payment System). See instructions	**3c**	$ 0.

Caution: If you are going to make an electronic funds withdrawal (direct debit) with this Form 8868, see Form 8453-EO and Form 8879-EO for payment instructions.

Form **990**

Department of the Treasury
Internal Revenue Service

Return of Organization Exempt From Income Tax

Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

► Do not enter social security numbers on this form as it may be made public.
► Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2018

Open to Public Inspection

A For the 2018 calendar year, or tax year beginning 7/01 , 2018, and ending 6/30 , 2019

B Check if applicable:
- [ ] Address change
- [ ] Name change
- [ ] Initial return
- [ ] Final return/terminated
- [ ] Amended return
- [ ] Application pending

C
COMMUNITY MEDIA OF THE FOOTHILLS
847 E. OLIVE AVE
MONROVIA, CA 91016

D Employer identification number
95-3886210

E Telephone number
626-357-4974

G Gross receipts $ 277,332.

F Name and address of principal officer:
Same As C Above

H(a) Is this a group return for subordinates? [ ] Yes [X] No

H(b) Are all subordinates included? [ ] Yes [ ] No
If "No," attach a list. (see instructions)

H(c) Group exemption number ►

I Tax-exempt status: [X] 501(c)(3) [ ] 501(c) ( ) ◄ (insert no.) [ ] 4947(a)(1) or [ ] 527

J Website: ► N/A

K Form of organization: [X] Corporation [ ] Trust [ ] Association [ ] Other ► **L** Year of formation: 1983 **M** State of legal domicile: CA

Part I Summary

Activities & Governance

1 Briefly describe the organization's mission or most significant activities: PROVIDING CABLE USAGE

2 Check this box ► [ ] if the organization discontinued its operations or disposed of more than 25% of its net assets.

3	Number of voting members of the governing body (Part VI, line 1a)	3	6
4	Number of independent voting members of the governing body (Part VI, line 1b)	4	5
5	Total number of individuals employed in calendar year 2018 (Part V, line 2a)	5	12
6	Total number of volunteers (estimate if necessary)	6	0
7a	Total unrelated business revenue from Part VIII, column (C), line 12	7a	0.
b	Net unrelated business taxable income from Form 990-T, line 38	7b	0.

Revenue

		Prior Year	Current Year
8	Contributions and grants (Part VIII, line 1h)	305.	100.
9	Program service revenue (Part VIII, line 2g)	288,878.	277,232.
10	Investment income (Part VIII, column (A), lines 3, 4, and 7d)		
11	Other revenue (Part VIII, column (A), lines 5, 6d, 8c, 9c, 10c, and 11e)		
12	Total revenue – add lines 8 through 11 (must equal Part VIII, column (A), line 12)	289,183.	277,332.

Expenses

13	Grants and similar amounts paid (Part IX, column (A), lines 1-3)		
14	Benefits paid to or for members (Part IX, column (A), line 4)		
15	Salaries, other compensation, employee benefits (Part IX, column (A), lines 5-10)	137,393.	172,121.
16a	Professional fundraising fees (Part IX, column (A), line 11e)		
b	Total fundraising expenses (Part IX, column (D), line 25) ►		
17	Other expenses (Part IX, column (A), lines 11a-11d, 11f-24e)	115,376.	93,521.
18	Total expenses. Add lines 13-17 (must equal Part IX, column (A), line 25)	252,769.	265,642.
19	Revenue less expenses. Subtract line 18 from line 12	36,414.	11,690.

Net Assets or Fund Balances

		Beginning of Current Year	End of Year
20	Total assets (Part X, line 16)	331,301.	341,590.
21	Total liabilities (Part X, line 26)	12,802.	11,401.
22	Net assets or fund balances. Subtract line 21 from line 20	318,499.	330,189.

Part II Signature Block

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sign Here

► Signature of officer — Date

► RENA DELGADO — Chairman
Type or print name and title

Paid Preparer Use Only

Print/Type preparer's name	Preparer's signature	Date	Check [X] if self-employed	PTIN
James F. Hundshamer	James F. Hundshamer			P00227096

Firm's name ► James F. Hundshamer, C.P.A.
Firm's address ► 223 So. Glendora Avenue #101
Glendora, CA 91741
Firm's EIN ► 954062512
Phone no. 626-963-1222

May the IRS discuss this return with the preparer shown above? (see instructions) [X] Yes [ ] No

Part III Statement of Program Service Accomplishments

Check if Schedule O contains a response or note to any line in this Part III ☐

1 Briefly describe the organization's mission:

PROVIDING CABLE USAGE

2 Did the organization undertake any significant program services during the year which were not listed on the prior Form 990 or 990-EZ? ☐ Yes ☒ No

If "Yes," describe these new services on Schedule O.

3 Did the organization cease conducting, or make significant changes in how it conducts, any program services? ☐ Yes ☒ No

If "Yes," describe these changes on Schedule O.

4 Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. Section 501(c)(3) and 501(c)(4) organizations are required to report the amount of grants and allocations to others, the total expenses, and revenue, if any, for each program service reported.

4a (Code:) (Expenses $ 249,396. including grants of $) (Revenue $)

CONTINUED COMMUNITY SERVICES BY PROVIDING CABLE SERVICE TO RESIDENTS OF THE CITY OF MONROVIA.

4b (Code:) (Expenses $ including grants of $) (Revenue $)

4c (Code:) (Expenses $ including grants of $) (Revenue $)

4d Other program services (Describe in Schedule O.)

(Expenses $ including grants of $) (Revenue $)

4e Total program service expenses ► 249,396.

Part IV Checklist of Required Schedules

			Yes	No
1	Is the organization described in section 501(c)(3) or 4947(a)(1) (other than a private foundation)? *If 'Yes,' complete Schedule A*	1	X	
2	Is the organization required to complete *Schedule B, Schedule of Contributors* (see instructions)?	2		X
3	Did the organization engage in direct or indirect political campaign activities on behalf of or in opposition to candidates for public office? *If 'Yes,' complete Schedule C, Part I*	3		X
4	**Section 501(c)(3) organizations.** Did the organization engage in lobbying activities, or have a section 501(h) election in effect during the tax year? *If 'Yes,' complete Schedule C, Part II*	4		X
5	Is the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization that receives membership dues, assessments, or similar amounts as defined in Revenue Procedure 98-19? *If 'Yes,' complete Schedule C, Part III*	5		X
6	Did the organization maintain any donor advised funds or any similar funds or accounts for which donors have the right to provide advice on the distribution or investment of amounts in such funds or accounts? *If 'Yes,' complete Schedule D, Part I*	6		X
7	Did the organization receive or hold a conservation easement, including easements to preserve open space, the environment, historic land areas, or historic structures? *If 'Yes,' complete Schedule D, Part II*	7		X
8	Did the organization maintain collections of works of art, historical treasures, or other similar assets? *If 'Yes,' complete Schedule D, Part III*	8		X
9	Did the organization report an amount in Part X, line 21, for escrow or custodial account liability, serve as a custodian for amounts not listed in Part X; or provide credit counseling, debt management, credit repair, or debt negotiation services? *If 'Yes,' complete Schedule D, Part IV*	9		X
10	Did the organization, directly or through a related organization, hold assets in temporarily restricted endowments, permanent endowments, or quasi-endowments? *If 'Yes,' complete Schedule D, Part V*	10		X
11	If the organization's answer to any of the following questions is 'Yes', then complete Schedule D, Parts VI, VII, VIII, IX, or X as applicable.			
a	Did the organization report an amount for land, buildings, and equipment in Part X, line 10? *If 'Yes,' complete Schedule D, Part VI*	11a	X	
b	Did the organization report an amount for investments – other securities in Part X, line 12 that is 5% or more of its total assets reported in Part X, line 16? *If 'Yes,' complete Schedule D, Part VII*	11b		X
c	Did the organization report an amount for investments – program related in Part X, line 13 that is 5% or more of its total assets reported in Part X, line 16? *If 'Yes,' complete Schedule D, Part VIII*	11c		X
d	Did the organization report an amount for other assets in Part X, line 15 that is 5% or more of its total assets reported in Part X, line 16? *If 'Yes,' complete Schedule D, Part IX*	11d		X
e	Did the organization report an amount for other liabilities in Part X, line 25? *If 'Yes,' complete Schedule D, Part X*	11e	X	
f	Did the organization's separate or consolidated financial statements for the tax year include a footnote that addresses the organization's liability for uncertain tax positions under FIN 48 (ASC 740)? *If 'Yes,' complete Schedule D, Part X*	11f		X
12a	Did the organization obtain separate, independent audited financial statements for the tax year? *If 'Yes,' complete Schedule D, Parts XI and XII*	12a	X	
b	Was the organization included in consolidated, independent audited financial statements for the tax year? *If 'Yes,' and if the organization answered 'No' to line 12a, then completing Schedule D, Parts XI and XII is optional*	12b		X
13	Is the organization a school described in section 170(b)(1)(A)(ii)? *If 'Yes,' complete Schedule E*	13		X
14a	Did the organization maintain an office, employees, or agents outside of the United States?	14a		X
b	Did the organization have aggregate revenues or expenses of more than $10,000 from grantmaking, fundraising, business, investment, and program service activities outside the United States, or aggregate foreign investments valued at $100,000 or more? *If 'Yes,' complete Schedule F, Parts I and IV*	14b		X
15	Did the organization report on Part IX, column (A), line 3, more than $5,000 of grants or other assistance to or for any foreign organization? *If 'Yes,' complete Schedule F, Parts II and IV*	15		X
16	Did the organization report on Part IX, column (A), line 3, more than $5,000 of aggregate grants or other assistance to or for foreign individuals? *If 'Yes,' complete Schedule F, Parts III and IV*	16		X
17	Did the organization report a total of more than $15,000 of expenses for professional fundraising services on Part IX, column (A), lines 6 and 11e? *If 'Yes,' complete Schedule G, Part I* (see instructions)	17		X
18	Did the organization report more than $15,000 total of fundraising event gross income and contributions on Part VIII, lines 1c and 8a? *If 'Yes,' complete Schedule G, Part II*	18		X
19	Did the organization report more than $15,000 of gross income from gaming activities on Part VIII, line 9a? *If 'Yes,' complete Schedule G, Part III*	19		X
20a	Did the organization operate one or more hospital facilities? *If 'Yes,' complete Schedule H*	20a		X
b	If 'Yes' to line 20a, did the organization attach a copy of its audited financial statements to this return?	20b		
21	Did the organization report more than $5,000 of grants or other assistance to any domestic organization or domestic government on Part IX, column (A), line 1? *If 'Yes,' complete Schedule I, Parts I and II*	21		X

Part IV Checklist of Required Schedules *(continued)*

			Yes	No
22	Did the organization report more than $5,000 of grants or other assistance to or for domestic individuals on Part IX, column (A), line 2? *If 'Yes,' complete Schedule I, Parts I and III*	22		X
23	Did the organization answer 'Yes' to Part VII, Section A, line 3, 4, or 5 about compensation of the organization's current and former officers, directors, trustees, key employees, and highest compensated employees? *If 'Yes,' complete Schedule J*	23		X
24a	Did the organization have a tax-exempt bond issue with an outstanding principal amount of more than $100,000 as of the last day of the year, that was issued after December 31, 2002? *If 'Yes,' answer lines 24b through 24d and complete Schedule K. If 'No,' go to line 25a*	24a		X
b	Did the organization invest any proceeds of tax-exempt bonds beyond a temporary period exception?	24b		
c	Did the organization maintain an escrow account other than a refunding escrow at any time during the year to defease any tax-exempt bonds?	24c		
d	Did the organization act as an 'on behalf of' issuer for bonds outstanding at any time during the year?	24d		
25a	**Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations.** Did the organization engage in an excess benefit transaction with a disqualified person during the year? *If 'Yes,' complete Schedule L, Part I*	25a		X
b	Is the organization aware that it engaged in an excess benefit transaction with a disqualified person in a prior year, and that the transaction has not been reported on any of the organization's prior Forms 990 or 990-EZ? *If 'Yes,' complete Schedule L, Part I*	25b		X
26	Did the organization report any amount on Part X, line 5, 6, or 22 for receivables from or payables to any current or former officers, directors, trustees, key employees, highest compensated employees, or disqualified persons? *If 'Yes,' complete Schedule L, Part II*	26		X
27	Did the organization provide a grant or other assistance to an officer, director, trustee, key employee, substantial contributor or employee thereof, a grant selection committee member, or to a 35% controlled entity or family member of any of these persons? *If 'Yes,' complete Schedule L, Part III*	27		X
28	Was the organization a party to a business transaction with one of the following parties (see Schedule L, Part IV instructions for applicable filing thresholds, conditions, and exceptions):			
a	A current or former officer, director, trustee, or key employee? *If 'Yes,' complete Schedule L, Part IV*	28a		X
b	A family member of a current or former officer, director, trustee, or key employee? *If 'Yes,' complete Schedule L, Part IV*	28b		X
c	An entity of which a current or former officer, director, trustee, or key employee (or a family member thereof) was an officer, director, trustee, or direct or indirect owner? *If 'Yes,' complete Schedule L, Part IV*	28c		X
29	Did the organization receive more than $25,000 in non-cash contributions? *If 'Yes,' complete Schedule M*	29		X
30	Did the organization receive contributions of art, historical treasures, or other similar assets, or qualified conservation contributions? *If 'Yes,' complete Schedule M*	30		X
31	Did the organization liquidate, terminate, or dissolve and cease operations? *If 'Yes,' complete Schedule N, Part I*	31		X
32	Did the organization sell, exchange, dispose of, or transfer more than 25% of its net assets? *If 'Yes,' complete Schedule N, Part II*	32		X
33	Did the organization own 100% of an entity disregarded as separate from the organization under Regulations sections 301.7701-2 and 301.7701-3? *If 'Yes,' complete Schedule R, Part I*	33		X
34	Was the organization related to any tax-exempt or taxable entity? *If 'Yes,' complete Schedule R, Part II, III, or IV, and Part V, line 1*	34		X
35a	Did the organization have a controlled entity within the meaning of section 512(b)(13)?	35a		X
b	If 'Yes' to line 35a, did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? *If 'Yes,' complete Schedule R, Part V, line 2*	35b		
36	**Section 501(c)(3) organizations.** Did the organization make any transfers to an exempt non-charitable related organization? *If 'Yes,' complete Schedule R, Part V, line 2*	36		X
37	Did the organization conduct more than 5% of its activities through an entity that is not a related organization and that is treated as a partnership for federal income tax purposes? *If 'Yes,' complete Schedule R, Part VI*	37		X
38	Did the organization complete Schedule O and provide explanations in Schedule O for Part VI, lines 11b and 19? **Note.** All Form 990 filers are required to complete Schedule O	38		X

Part V Statements Regarding Other IRS Filings and Tax Compliance

Check if Schedule O contains a response or note to any line in this Part V ☐

				Yes	No
1a	Enter the number reported in Box 3 of Form 1096. Enter -0- if not applicable	1a	5		
b	Enter the number of Forms W-2G included in line 1a. Enter -0- if not applicable	1b	0		
c	Did the organization comply with backup withholding rules for reportable payments to vendors and reportable gaming (gambling) winnings to prize winners?	1c		X	

Part V **Statements Regarding Other IRS Filings and Tax Compliance** *(continued)*

			Yes	No
2a	Enter the number of employees reported on Form W-3, Transmittal of Wage and Tax Statements, filed for the calendar year ending with or within the year covered by this return	2a 12		
b	If at least one is reported on line 2a, did the organization file all required federal employment tax returns?	2b	X	
	Note. If the sum of lines 1a and 2a is greater than 250, you may be required to *e-file* (see instructions)			
3a	Did the organization have unrelated business gross income of $1,000 or more during the year?	3a		X
b	If 'Yes,' has it filed a Form 990-T for this year? *If 'No' to line 3b, provide an explanation in Schedule O*	3b		
4a	At any time during the calendar year, did the organization have an interest in, or a signature or other authority over, a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	4a		X
b	If 'Yes,' enter the name of the foreign country: ►			
	See instructions for filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR).			
5a	Was the organization a party to a prohibited tax shelter transaction at any time during the tax year?	5a		X
b	Did any taxable party notify the organization that it was or is a party to a prohibited tax shelter transaction?	5b		X
c	If 'Yes,' to line 5a or 5b, did the organization file Form 8886-T?	5c		
6a	Does the organization have annual gross receipts that are normally greater than $100,000, and did the organization solicit any contributions that were not tax deductible as charitable contributions?	6a		X
b	If 'Yes,' did the organization include with every solicitation an express statement that such contributions or gifts were not tax deductible?	6b		
7	**Organizations that may receive deductible contributions under section 170(c).**			
a	Did the organization receive a payment in excess of $75 made partly as a contribution and partly for goods and services provided to the payor?	7a		X
b	If 'Yes,' did the organization notify the donor of the value of the goods or services provided?	7b		
c	Did the organization sell, exchange, or otherwise dispose of tangible personal property for which it was required to file Form 8282?	7c		X
d	If 'Yes,' indicate the number of Forms 8282 filed during the year 7d			
e	Did the organization receive any funds, directly or indirectly, to pay premiums on a personal benefit contract?	7e		X
f	Did the organization, during the year, pay premiums, directly or indirectly, on a personal benefit contract?	7f		X
g	If the organization received a contribution of qualified intellectual property, did the organization file Form 8899 as required?	7g		
h	If the organization received a contribution of cars, boats, airplanes, or other vehicles, did the organization file a Form 1098-C?	7h		
8	**Sponsoring organizations maintaining donor advised funds.** Did a donor advised fund maintained by the sponsoring organization have excess business holdings at any time during the year?	8		
9	**Sponsoring organizations maintaining donor advised funds.**			
a	Did the sponsoring organization make any taxable distributions under section 4966?	9a		
b	Did the sponsoring organization make a distribution to a donor, donor advisor, or related person?	9b		
10	**Section 501(c)(7) organizations.** Enter:			
a	Initiation fees and capital contributions included on Part VIII, line 12 10a			
b	Gross receipts, included on Form 990, Part VIII, line 12, for public use of club facilities 10b			
11	**Section 501(c)(12) organizations.** Enter:			
a	Gross income from members or shareholders 11a			
b	Gross income from other sources (Do not net amounts due or paid to other sources against amounts due or received from them.) 11b			
12a	**Section 4947(a)(1) non-exempt charitable trusts.** Is the organization filing Form 990 in lieu of Form 1041?	12a		
b	If 'Yes,' enter the amount of tax-exempt interest received or accrued during the year 12b			
13	**Section 501(c)(29) qualified nonprofit health insurance issuers.**			
a	Is the organization licensed to issue qualified health plans in more than one state?	13a		
	Note. See the instructions for additional information the organization must report on Schedule O.			
b	Enter the amount of reserves the organization is required to maintain by the states in which the organization is licensed to issue qualified health plans 13b			
c	Enter the amount of reserves on hand 13c			
14a	Did the organization receive any payments for indoor tanning services during the tax year?	14a		X
b	If 'Yes,' has it filed a Form 720 to report these payments? *If 'No,' provide an explanation in Schedule O*	14b		
15	Is the organization subject to the section 4960 tax on payment(s) of more than $1,000,000 in remuneration or excess parachute payment(s) during the year? If 'Yes,' see instructions and file Form 4720, Schedule N.	15		X
16	Is the organization an educational institution subject to the section 4968 excise tax on net investment income? If 'Yes,' complete Form 4720, Schedule O.	16		X

Part VI **Governance, Management, and Disclosure** *For each 'Yes' response to lines 2 through 7b below, and for a 'No' response to line 8a, 8b, or 10b below, describe the circumstances, processes, or changes in Schedule O. See instructions.*

Check if Schedule O contains a response or note to any line in this Part VI X

Section A. Governing Body and Management

			Yes	No
1a	Enter the number of voting members of the governing body at the end of the tax year 1a	6		
	If there are material differences in voting rights among members of the governing body, or if the governing body delegated broad authority to an executive committee or similar committee, explain in Schedule O.			
b	Enter the number of voting members included in line 1a, above, who are independent 1b	5		
2	Did any officer, director, trustee, or key employee have a family relationship or a business relationship with any other officer, director, trustee, or key employee?	2		X
3	Did the organization delegate control over management duties customarily performed by or under the direct supervision of officers, directors, or trustees, or key employees to a management company or other person?	3		X
4	Did the organization make any significant changes to its governing documents since the prior Form 990 was filed?	4		X
5	Did the organization become aware during the year of a significant diversion of the organization's assets?	5		X
6	Did the organization have members or stockholders?	6		X
7a	Did the organization have members, stockholders, or other persons who had the power to elect or appoint one or more members of the governing body?	7a		X
b	Are any governance decisions of the organization reserved to (or subject to approval by) members, stockholders, or persons other than the governing body?	7b		X
8	Did the organization contemporaneously document the meetings held or written actions undertaken during the year by the following:			
a	The governing body?	8a	X	
b	Each committee with authority to act on behalf of the governing body?	8b		X
9	Is there any officer, director, trustee, or key employee listed in Part VII, Section A, who cannot be reached at the organization's mailing address? *If 'Yes,' provide the names and addresses in Schedule O.*	9		X

Section B. Policies *(This Section B requests information about policies not required by the Internal Revenue Code.)*

			Yes	No
10a	Did the organization have local chapters, branches, or affiliates?	10a		X
b	If 'Yes,' did the organization have written policies and procedures governing the activities of such chapters, affiliates, and branches to ensure their operations are consistent with the organization's exempt purposes?	10b		
11a	Has the organization provided a complete copy of this Form 990 to all members of its governing body before filing the form?	11a		X
b	Describe in Schedule O the process, if any, used by the organization to review this Form 990. See Schedule O			
12a	Did the organization have a written conflict of interest policy? *If 'No,' go to line 13*	12a	X	
b	Were officers, directors, or trustees, and key employees required to disclose annually interests that could give rise to conflicts?	12b	X	
c	Did the organization regularly and consistently monitor and enforce compliance with the policy? *If 'Yes,' describe in Schedule O how this was done* ... See Schedule O	12c	X	
13	Did the organization have a written whistleblower policy?	13		X
14	Did the organization have a written document retention and destruction policy?	14		X
15	Did the process for determining compensation of the following persons include a review and approval by independent persons, comparability data, and contemporaneous substantiation of the deliberation and decision?			
a	The organization's CEO, Executive Director, or top management official	15a		X
b	Other officers or key employees of the organization	15b		X
	If 'Yes' to line 15a or 15b, describe the process in Schedule O (see instructions).			
16a	Did the organization invest in, contribute assets to, or participate in a joint venture or similar arrangement with a taxable entity during the year?	16a		X
b	If 'Yes,' did the organization follow a written policy or procedure requiring the organization to evaluate its participation in joint venture arrangements under applicable federal tax law, and take steps to safeguard the organization's exempt status with respect to such arrangements?	16b		

Section C. Disclosure

17 List the states with which a copy of this Form 990 is required to be filed ► CA

18 Section 6104 requires an organization to make its Forms 1023 (1024 or 1024-A if applicable), 990, and 990-T (Section 501(c)(3)s only) available for public inspection. Indicate how you made these available. Check all that apply.

☐ Own website ☐ Another's website ☒ Upon request ☐ Other *(explain in Schedule O)*

19 Describe in Schedule O whether (and if so, how) the organization made its governing documents, conflict of interest policy, and financial statements available to the public during the tax year. See Schedule O

20 State the name, address, and telephone number of the person who possesses the organization's books and records ►

SCOTT AUSTIN 847 E. OLIVE AVE MONROVIA CA 91017-0227 626-357-4974

Part VII Compensation of Officers, Directors, Trustees, Key Employees, Highest Compensated Employees, and Independent Contractors

Check if Schedule O contains a response or note to any line in this Part VII. ☐

Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees

1 a Complete this table for all persons required to be listed. Report compensation for the calendar year ending with or within the organization's tax year.

- List all of the organization's **current** officers, directors, trustees (whether individuals or organizations), regardless of amount of compensation. Enter -0- in columns (D), (E), and (F) if no compensation was paid.
- List all of the organization's **current** key employees, if any. See instructions for definition of 'key employee.'
- List the organization's five **current** highest compensated employees (other than an officer, director, trustee, or key employee) who received reportable compensation (Box 5 of Form W-2 and/or Box 7 of Form 1099-MISC) of more than $100,000 from the organization and any related organizations.
- List all of the organization's **former** officers, key employees, and highest compensated employees who received more than $100,000 of reportable compensation from the organization and any related organizations.
- List all of the organization's **former directors or trustees** that received, in the capacity as a former director or trustee of the organization, more than $10,000 of reportable compensation from the organization and any related organizations.

List persons in the following order: individual trustees or directors; institutional trustees; officers; key employees; highest compensated employees; and former such persons.

☐ Check this box if neither the organization nor any related organization compensated any current officer, director, or trustee.

(A) Name and Title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(1) SCOTT AUSTIN	0									
Treasurer	0	X		X				0.	0.	0.
(2) DOUGLAS McCOMB	0									
Director	0	X						0.	0.	0.
(3) JULIE GAMBERG	0									
Director	0	X						0.	0.	0.
(4) MEREDITH LUITEN	0									
Secretary	0	X						0.	0.	0.
(5) WARD CALAWAY	0									
Director	0	X						0.	0.	0.
(6) RENA DELGADO	0									
Chairman	0	X		X				8,600.	0.	0.
(7) DAVID PALOMARES	40									
Executive Dir.	0			X				46,237.	0.	0.
(8)										
(9)										
(10)										
(11)										
(12)										
(13)										
(14)										

Part VII Section A. Officers, Directors, Trustees, Key Employees, and Highest Compensated Employees *(continued)*

(A) Name and title	(B) Average hours per week (list any hours for related organizations below dotted line)	(C) Position (do not check more than one box, unless person is both an officer and a director/trustee)						(D) Reportable compensation from the organization (W-2/1099-MISC)	(E) Reportable compensation from related organizations (W-2/1099-MISC)	(F) Estimated amount of other compensation from the organization and related organizations
		Individual trustee or director	Institutional trustee	Officer	Key employee	Highest compensated employee	Former			
(15)										
(16)										
(17)										
(18)										
(19)										
(20)										
(21)										
(22)										
(23)										
(24)										
(25)										
1 b Sub-total ►								54,837.	0.	0.
c Total from continuation sheets to Part VII, Section A ►								0.	0.	0.
d Total (add lines 1b and 1c) ►								54,837.	0.	0.

2 Total number of individuals (including but not limited to those listed above) who received more than $100,000 of reportable compensation from the organization ► 0

		Yes	No
3	Did the organization list any **former** officer, director, or trustee, key employee, or highest compensated employee on line 1a? *If 'Yes,' complete Schedule J for such individual*		X
4	For any individual listed on line 1a, is the sum of reportable compensation and other compensation from the organization and related organizations greater than $150,000? *If 'Yes,' complete Schedule J for such individual*		X
5	Did any person listed on line 1a receive or accrue compensation from any unrelated organization or individual for services rendered to the organization? *If 'Yes,' complete Schedule J for such person*		X

Section B. Independent Contractors

1 Complete this table for your five highest compensated independent contractors that received more than $100,000 of compensation from the organization. Report compensation for the calendar year ending with or within the organization's tax year.

(A) Name and business address	(B) Description of services	(C) Compensation

2 Total number of independent contractors (including but not limited to those listed above) who received more than $100,000 of compensation from the organization ► 0

Part VIII Statement of Revenue

Check if Schedule O contains a response or note to any line in this Part VIII ☐

		(A) Total revenue	(B) Related or exempt function revenue	(C) Unrelated business revenue	(D) Revenue excluded from tax under sections 512-514
Contributions, Gifts, Grants and Other Similar Amounts	1a Federated campaigns 1a				
	b Membership dues 1b				
	c Fundraising events 1c				
	d Related organizations 1d				
	e Government grants (contributions) 1e				
	f All other contributions, gifts, grants, and similar amounts not included above 1f 100.				
	g Noncash contributions included in lines 1a-1f: $				
	h **Total.** Add lines 1a-1f ►	100.			
Program Service Revenue		Business Code			
	2a CONTRACT REVENUE		277,232.	277,232.	
	b				
	c				
	d				
	e				
	f All other program service revenue				
	g **Total.** Add lines 2a-2f ►		277,232.		
Other Revenue	3 Investment income (including dividends, interest and other similar amounts) ►				
	4 Income from investment of tax-exempt bond proceeds ►				
	5 Royalties ►				
		(i) Real / (ii) Personal			
	6a Gross rents				
	b Less: rental expenses				
	c Rental income or (loss)				
	d Net rental income or (loss) ►				
		(i) Securities / (ii) Other			
	7a Gross amount from sales of assets other than inventory				
	b Less: cost or other basis and sales expenses				
	c Gain or (loss)				
	d Net gain or (loss) ►				
	8a Gross income from fundraising events (not including $ _____ of contributions reported on line 1c). See Part IV, line 18 a				
	b Less: direct expenses b				
	c Net income or (loss) from fundraising events ►				
	9a Gross income from gaming activities. See Part IV, line 19 a				
	b Less: direct expenses b				
	c Net income or (loss) from gaming activities ►				
	10a Gross sales of inventory, less returns and allowances a				
	b Less: cost of goods sold b				
	c Net income or (loss) from sales of inventory ►				
	Miscellaneous Revenue	Business Code			
	11a				
	b				
	c				
	d All other revenue				
	e **Total.** Add lines 11a-11d ►				
	12 **Total revenue.** See instructions ►	277,332.	277,232.	0.	0.

Part IX Statement of Functional Expenses

Section 501(c)(3) and 501(c)(4) organizations must complete all columns. All other organizations must complete column (A).

Check if Schedule O contains a response or note to any line in this Part IX

Do not include amounts reported on lines 6b, 7b, 8b, 9b, and 10b of Part VIII.	(A) Total expenses	(B) Program service expenses	(C) Management and general expenses	(D) Fundraising expenses
1 Grants and other assistance to domestic organizations and domestic governments. See Part IV, line 21				
2 Grants and other assistance to domestic individuals. See Part IV, line 22				
3 Grants and other assistance to foreign organizations, foreign governments, and foreign individuals. See Part IV, lines 15 and 16				
4 Benefits paid to or for members				
5 Compensation of current officers, directors, trustees, and key employees	50,837.	38,128.	12,709.	0.
6 Compensation not included above, to disqualified persons (as defined under section 4958(f)(1)) and persons described in section 4958(c)(3)(B)	0.	0.	0.	0.
7 Other salaries and wages	109,388.	109,388.		
8 Pension plan accruals and contributions (include section 401(k) and 403(b) employer contributions)				
9 Other employee benefits				
10 Payroll taxes	11,896.	10,956.	940.	
11 Fees for services (non-employees):				
a Management	690.	690.		
b Legal	500.	500.		
c Accounting	4,759.	3,569.	1,190.	
d Lobbying				
e Professional fundraising services. See Part IV, line 17				
f Investment management fees				
g Other. (If line 11g amount exceeds 10% of line 25, column (A) amount, list line 11g expenses on Schedule O.)				
12 Advertising and promotion	50.	50.		
13 Office expenses	11,454.	10,309.	1,145.	
14 Information technology				
15 Royalties				
16 Occupancy	205.	205.		
17 Travel	1,108.	1,108.		
18 Payments of travel or entertainment expenses for any federal, state, or local public officials				
19 Conferences, conventions, and meetings				
20 Interest				
21 Payments to affiliates				
22 Depreciation, depletion, and amortization	15,416.	15,416.		
23 Insurance	21,737.	21,737.		
24 Other expenses. Itemize expenses not covered above (List miscellaneous expenses in line 24e. If line 24e amount exceeds 10% of line 25, column (A) amount, list line 24e expenses on Schedule O.)				
a OUTSIDE SERVICES	21,325.	21,325.		
b UTILITIES	5,137.	5,137.		
c PAYROLL SERVICE	3,311.	3,049.	262.	
d REPAIRS	2,764.	2,764.		
e All other expenses	5,065.	5,065.		
25 **Total functional expenses.** Add lines 1 through 24e	265,642.	249,396.	16,246.	0.
26 **Joint costs.** Complete this line only if the organization reported in column (B) joint costs from a combined educational campaign and fundraising solicitation. Check here ► ☐ if following SOP 98-2 (ASC 958-720)				

Part X Balance Sheet

Check if Schedule O contains a response or note to any line in this Part X ☐

				(A) Beginning of year		(B) End of year
Assets	1	Cash – non-interest-bearing		59,722.	1	143,730.
	2	Savings and temporary cash investments			2	
	3	Pledges and grants receivable, net			3	
	4	Accounts receivable, net		137,382.	4	72,135.
	5	Loans and other receivables from current and former officers, directors, trustees, key employees, and highest compensated employees. Complete Part II of Schedule L			5	
	6	Loans and other receivables from other disqualified persons (as defined under section 4958(f)(1)), persons described in section 4958(c)(3)(B), and contributing employers and sponsoring organizations of section 501(c)(9) voluntary employees' beneficiary organizations (see instructions). Complete Part II of Schedule L			6	
	7	Notes and loans receivable, net			7	
	8	Inventories for sale or use			8	
	9	Prepaid expenses and deferred charges		1,995.	9	8,939.
	10a	Land, buildings, and equipment: cost or other basis. Complete Part VI of Schedule D	10a 648,524.			
	b	Less: accumulated depreciation	10b 531,738.	132,202.	10c	116,786.
	11	Investments – publicly traded securities			11	
	12	Investments – other securities. See Part IV, line 11			12	
	13	Investments – program-related. See Part IV, line 11			13	
	14	Intangible assets			14	
	15	Other assets. See Part IV, line 11			15	
	16	**Total assets.** Add lines 1 through 15 (must equal line 34)		331,301.	16	341,590.
Liabilities	17	Accounts payable and accrued expenses		9,706.	17	8,304.
	18	Grants payable			18	
	19	Deferred revenue			19	
	20	Tax-exempt bond liabilities			20	
	21	Escrow or custodial account liability. Complete Part IV of Schedule D			21	
	22	Loans and other payables to current and former officers, directors, trustees, key employees, highest compensated employees, and disqualified persons. Complete Part II of Schedule L			22	
	23	Secured mortgages and notes payable to unrelated third parties			23	
	24	Unsecured notes and loans payable to unrelated third parties			24	
	25	Other liabilities (including federal income tax, payables to related third parties, and other liabilities not included on lines 17-24). Complete Part X of Schedule D		3,096.	25	3,097.
	26	**Total liabilities.** Add lines 17 through 25		12,802.	26	11,401.
Net Assets or Fund Balances		**Organizations that follow SFAS 117 (ASC 958), check here ► ☒ and complete lines 27 through 29, and lines 33 and 34.**				
	27	Unrestricted net assets		318,499.	27	330,189.
	28	Temporarily restricted net assets			28	
	29	Permanently restricted net assets			29	
		Organizations that do not follow SFAS 117 (ASC 958), check here ► ☐ and complete lines 30 through 34.				
	30	Capital stock or trust principal, or current funds			30	
	31	Paid-in or capital surplus, or land, building, or equipment fund			31	
	32	Retained earnings, endowment, accumulated income, or other funds			32	
	33	Total net assets or fund balances		318,499.	33	330,189.
	34	Total liabilities and net assets/fund balances		331,301.	34	341,590.

Part XI Reconciliation of Net Assets

Check if Schedule O contains a response or note to any line in this Part XI ☐

1	Total revenue (must equal Part VIII, column (A), line 12)	1	277,332.
2	Total expenses (must equal Part IX, column (A), line 25)	2	265,642.
3	Revenue less expenses. Subtract line 2 from line 1	3	11,690.
4	Net assets or fund balances at beginning of year (must equal Part X, line 33, column (A))	4	318,499.
5	Net unrealized gains (losses) on investments	5	
6	Donated services and use of facilities	6	
7	Investment expenses	7	
8	Prior period adjustments	8	
9	Other changes in net assets or fund balances (explain in Schedule O)	9	0.
10	Net assets or fund balances at end of year. Combine lines 3 through 9 (must equal Part X, line 33, column (B))	10	330,189.

Part XII Financial Statements and Reporting

Check if Schedule O contains a response or note to any line in this Part XII ☐

			Yes	No
1	Accounting method used to prepare the Form 990: ☐ Cash ☒ Accrual ☐ Other _____			
	If the organization changed its method of accounting from a prior year or checked 'Other,' explain in Schedule O.			
2a	Were the organization's financial statements compiled or reviewed by an independent accountant?	2a		X
	If 'Yes,' check a box below to indicate whether the financial statements for the year were compiled or reviewed on a separate basis, consolidated basis, or both: ☐ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
b	Were the organization's financial statements audited by an independent accountant?	2b	X	
	If 'Yes,' check a box below to indicate whether the financial statements for the year were audited on a separate basis, consolidated basis, or both: ☒ Separate basis ☐ Consolidated basis ☐ Both consolidated and separate basis			
c	If 'Yes' to line 2a or 2b, does the organization have a committee that assumes responsibility for oversight of the audit, review, or compilation of its financial statements and selection of an independent accountant?	2c		X
	If the organization changed either its oversight process or selection process during the tax year, explain in Schedule O.			
3a	As a result of a federal award, was the organization required to undergo an audit or audits as set forth in the Single Audit Act and OMB Circular A-133?	3a		X
b	If 'Yes,' did the organization undergo the required audit or audits? If the organization did not undergo the required audit or audits, explain why in Schedule O and describe any steps taken to undergo such audits	3b		

SCHEDULE A
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service

Public Charity Status and Public Support

Complete if the organization is a section 501(c)(3) organization or a section 4947(a)(1) nonexempt charitable trust.

► **Attach to Form 990 or Form 990-EZ.**

► **Go to *www.irs.gov/Form990* for instructions and the latest information.**

OMB No. 1545-0047

2018

Open to Public Inspection

Name of the organization	Employer identification number
COMMUNITY MEDIA OF THE FOOTHILLS	953886210

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 12, check only one box.)

1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**

2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E (Form 990 or 990-EZ).)

3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**

4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____

5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)

6 ☐ A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**

7 ☒ An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

8 ☐ A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)

9 ☐ An agricultural research organization described in **section 170(b)(1)(A)(ix)** operated in conjunction with a land-grant college or university or a non-land-grant college of agriculture (see instructions). Enter the name, city, and state of the college or university: _____

10 ☐ An organization that normally receives: (1) more than 33-1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33-1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)

11 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**

12 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box in lines 12a through 12d that describes the type of supporting organization and complete lines 12e, 12f, and 12g.

a ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**

b ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**

c ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**

d ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**

e ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

f Enter the number of supported organizations . . . . . ☐

g Provide the following information about the supported organization(s).

(i) Name of supported organization	(ii) EIN	(iii) Type of organization (described on lines 1-10 above (see instructions))	(iv) Is the organization listed in your governing document? Yes	(iv) No	(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
(A)						
(B)						
(C)						
(D)						
(E)						
Total						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any 'unusual grants.')	4,344.	225.		305.	100.	4,974.
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						0.
3 The value of services or facilities furnished by a governmental unit to the organization without charge						0.
4 **Total.** Add lines 1 through 3	4,344.	225.	0.	305.	100.	4,974.
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						0.
6 **Public support.** Subtract line 5 from line 4						4,974.

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
7 Amounts from line 4	4,344.	225.	0.	305.	100.	4,974.
8 Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						0.
9 Net income from unrelated business activities, whether or not the business is regularly carried on						0.
10 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						0.
11 **Total support.** Add lines 7 through 10						4,974.

12 Gross receipts from related activities, etc. (see instructions) 12 1,319,568.

13 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ► [X]

Section C. Computation of Public Support Percentage

14 Public support percentage for 2018 (line 6, column (f) divided by line 11, column (f)) 14 %

15 Public support percentage from 2017 Schedule A, Part II, line 14 15 %

16a **33-1/3% support test–2018.** If the organization did not check the box on line 13, and line 14 is 33-1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ► [ ]

b **33-1/3% support test–2017.** If the organization did not check a box on line 13 or 16a, and line 15 is 33-1/3% or more, check this box and **stop here.** The organization qualifies as a publicly supported organization ► [ ]

17a **10%-facts-and-circumstances test–2018.** If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the 'facts-and-circumstances' test, check this box and **stop here.** Explain in Part VI how the organization meets the 'facts-and-circumstances' test. The organization qualifies as a publicly supported organization ► [ ]

b **10%-facts-and-circumstances test–2017.** If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the 'facts-and-circumstances' test, check this box and **stop here.** Explain in Part VI how the organization meets the 'facts-and-circumstances' test. The organization qualifies as a publicly supported organization ► [ ]

18 **Private foundation.** If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions ► [ ]

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 10 of Part I or if the organization failed to qualify under Part II. If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ►	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any 'unusual grants.')						
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose						
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 **Total.** Add lines 1 through 5						
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of $5,000 or 1% of the amount on line 13 for the year						
c Add lines 7a and 7b						
8 **Public support.** (Subtract line 7c from line 6.)						

Section B. Total Support

Calendar year (or fiscal year beginning in) ►	(a) 2014	(b) 2015	(c) 2016	(d) 2017	(e) 2018	(f) Total
9 Amounts from line 6						
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties, and income from similar sources						
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b						
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
13 **Total support.** (Add lines 9, 10c, 11, and 12.)						

14 **First five years.** If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and **stop here** ► ☐

Section C. Computation of Public Support Percentage

15	Public support percentage for 2018 (line 8, column (f), divided by line 13, column (f))	15	%
16	Public support percentage from 2017 Schedule A, Part III, line 15	16	%

Section D. Computation of Investment Income Percentage

17	Investment income percentage for **2018** (line 10c, column (f), divided by line 13, column (f))	17	%
18	Investment income percentage from **2017** Schedule A, Part III, line 17	18	%

19a **33-1/3% support tests—2018.** If the organization did not check the box on line 14, and line 15 is more than 33-1/3%, and line 17 is not more than 33-1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ► ☐

b **33-1/3% support tests—2017.** If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33-1/3%, and line 18 is not more than 33-1/3%, check this box and **stop here.** The organization qualifies as a publicly supported organization ► ☐

20 **Private foundation.** If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions ► ☐

Part IV Supporting Organizations

(Complete only if you checked a box in line 12 on Part I. If you checked 12a of Part I, complete Sections A and B. If you checked 12b of Part I, complete Sections A and C. If you checked 12c of Part I, complete Sections A, D, and E. If you checked 12d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

		Yes	No
1	Are all of the organization's supported organizations listed by name in the organization's governing documents? *If 'No,' describe in* ***Part VI*** *how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.*		
2	Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? *If 'Yes,' explain in* ***Part VI*** *how the organization determined that the supported organization was described in section 509(a)(1) or (2).*		
3a	Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? *If 'Yes,' answer (b) and (c) below.*		
b	Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? *If 'Yes,' describe in* ***Part VI*** *when and how the organization made the determination.*		
c	Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? *If 'Yes,' explain in* ***Part VI*** *what controls the organization put in place to ensure such use.*		
4a	Was any supported organization not organized in the United States ('foreign supported organization')? *If 'Yes' and if you checked 12a or 12b in Part I, answer (b) and (c) below.*		
b	Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? *If 'Yes,' describe in* ***Part VI*** *how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.*		
c	Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? *If 'Yes,' explain in* ***Part VI*** *what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.*		
5a	Did the organization add, substitute, or remove any supported organizations during the tax year? *If 'Yes,' answer (b) and (c) below (if applicable). Also, provide detail in* ***Part VI,*** *including (i) the names and EIN numbers of the supported organizations added, substituted, or removed; (ii) the reasons for each such action; (iii) the authority under the organization's organizing document authorizing such action; and (iv) how the action was accomplished (such as by amendment to the organizing document).*		
b	**Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?		
c	**Substitutions only.** Was the substitution the result of an event beyond the organization's control?		
6	Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (i) its supported organizations, (ii) individuals that are part of the charitable class benefited by one or more of its supported organizations, or (iii) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? *If 'Yes,' provide detail in* ***Part VI.***		
7	Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (as defined in section 4958(c)(3)(C)), a family member of a substantial contributor, or a 35% controlled entity with regard to a substantial contributor? *If 'Yes,' complete Part I of Schedule L (Form 990 or 990-EZ).*		
8	Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? *If 'Yes,' complete Part I of Schedule L (Form 990 or 990-EZ).*		
9a	Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? *If 'Yes,' provide detail in* ***Part VI.***		
b	Did one or more disqualified persons (as defined in line 9a) hold a controlling interest in any entity in which the supporting organization had an interest? *If 'Yes,' provide detail in* ***Part VI.***		
c	Did a disqualified person (as defined in line 9a) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? *If 'Yes,' provide detail in* ***Part VI.***		
10a	Was the organization subject to the excess business holdings rules of section 4943 because of section 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? *If 'Yes,' answer 10b below.*		
b	Did the organization have any excess business holdings in the tax year? *(Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)*		

Part IV Supporting Organizations *(continued)*

		Yes	No
11	Has the organization accepted a gift or contribution from any of the following persons?		
a	A person who directly or indirectly controls, either alone or together with persons described in (b) and (c) below, the governing body of a supported organization?	11a	
b	A family member of a person described in (a) above?	11b	
c	A 35% controlled entity of a person described in (a) or (b) above? *If 'Yes' to a, b, or c, provide detail in* ***Part VI.***	11c	

Section B. Type I Supporting Organizations

		Yes	No
1	Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? *If 'No,' describe in* ***Part VI*** *how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.*	1	
2	Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? *If 'Yes,' explain in* ***Part VI*** *how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supporting organization.*	2	

Section C. Type II Supporting Organizations

		Yes	No
1	Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organization(s)? *If 'No,' describe in* ***Part VI*** *how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organization(s).*	1	

Section D. All Type III Supporting Organizations

		Yes	No
1	Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (i) a written notice describing the type and amount of support provided during the prior tax year, (ii) a copy of the Form 990 that was most recently filed as of the date of notification, and (iii) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?	1	
2	Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? *If 'No,' explain in* ***Part VI*** *how the organization maintained a close and continuous working relationship with the supported organization(s).*	2	
3	By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? *If 'Yes,' describe in* ***Part VI*** *the role the organization's supported organizations played in this regard.*	3	

Section E. Type III Functionally Integrated Supporting Organizations

1 *Check the box next to the method that the organization used to satisfy the Integral Part Test during the year* ***(see instructions).***

a ☐ The organization satisfied the Activities Test. *Complete* ***line 2*** *below.*

b ☐ The organization is the parent of each of its supported organizations. *Complete* ***line 3*** *below.*

c ☐ The organization supported a governmental entity. *Describe in* ***Part VI*** *how you supported a government entity (see instructions).*

		Yes	No
2	Activities Test. ***Answer (a) and (b) below.***		
a	Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? *If 'Yes,' then in* ***Part VI identify those supported organizations and explain*** *how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.*	2a	
b	Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? *If 'Yes,' explain in* ***Part VI*** *the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.*	2b	
3	Parent of Supported Organizations. ***Answer (a) and (b) below.***		
a	Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? *Provide details in* ***Part VI.***	3a	
b	Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? *If 'Yes,' describe in* ***Part VI*** *the role played by the organization in this regard.*	3b	

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 ☐ Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970 (explain in Part VI). **See instructions.** All other Type III non-functionally integrated supporting organizations must complete Sections A through E.

Section A – Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1		
2 Recoveries of prior-year distributions	2		
3 Other gross income (see instructions)	3		
4 Add lines 1 through 3.	4		
5 Depreciation and depletion	5		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7 Other expenses (see instructions)	7		
8 **Adjusted Net Income** (subtract lines 5, 6, and 7 from line 4)	8		

Section B – Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	1a		
b Average monthly cash balances	1b		
c Fair market value of other non-exempt-use assets	1c		
d **Total** (add lines 1a, 1b, and 1c)	1d		
e **Discount** claimed for blockage or other factors (explain in detail in **Part VI**):			
2 Acquisition indebtedness applicable to non-exempt-use assets	2		
3 Subtract line 2 from line 1d.	3		
4 Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6 Multiply line 5 by .035.	6		
7 Recoveries of prior-year distributions	7		
8 **Minimum Asset Amount** (add line 7 to line 6)	8		

Section C – Distributable Amount			Current Year
1 Adjusted net income for prior year (from Section A, line 8, Column A)	1		
2 Enter 85% of line 1.	2		
3 Minimum asset amount for prior year (from Section B, line 8, Column A)	3		
4 Enter greater of line 2 or line 3.	4		
5 Income tax imposed in prior year	5		
6 **Distributable Amount.** Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions).	6		

7 ☐ Check here if the current year is the organization's first as a non-functionally integrated Type III supporting organization (see instructions).

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations *(continued)*

Section D – Distributions	**Current Year**
1 Amounts paid to supported organizations to accomplish exempt purposes	
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity	
3 Administrative expenses paid to accomplish exempt purposes of supported organizations	
4 Amounts paid to acquire exempt-use assets	
5 Qualified set-aside amounts (prior IRS approval required)	
6 Other distributions (describe in **Part VI**). See instructions.	
7 **Total annual distributions.** Add lines 1 through 6.	
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in **Part VI**). See instructions.	
9 Distributable amount for 2018 from Section C, line 6	
10 Line 8 amount divided by line 9 amount	

Section E – Distribution Allocations (see instructions)	**(i) Excess Distributions**	**(ii) Underdistributions Pre-2018**	**(iii) Distributable Amount for 2018**
1 Distributable amount for 2018 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2018 (reasonable cause required – explain in Part VI). See instructions.			
3 Excess distributions carryover, if any, to 2018			
a From 2013			
b From 2014			
c From 2015			
d From 2016			
e From 2017			
f Total of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2018 distributable amount			
i Carryover from 2013 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2018 from Section D, line 7: $			
a Applied to underdistributions of prior years			
b Applied to 2018 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2018, if any. Subtract lines 3g and 4a from line 2. For result greater than zero, explain in Part VI. See instructions.			
6 Remaining underdistributions for 2018. Subtract lines 3h and 4b from line 1. For result greater than zero, explain in Part VI. See instructions.			
7 **Excess distributions carryover to 2019.** Add lines 3j and 4c.			
8 Breakdown of line 7:			
a Excess from 2014			
b Excess from 2015			
c Excess from 2016			
d Excess from 2017			
e Excess from 2018			

Part VI **Supplemental Information.** Provide the explanations required by Part II, line 10; Part II, line 17a or 17b;Part III, line 12; Part IV, Section A, lines 1, 2, 3b, 3c, 4b, 4c, 5a, 6, 9a, 9b, 9c, 11a, 11b, and 11c; Part IV, Section B, lines 1 and 2; Part IV, Section C, line 1; Part IV, Section D, lines 2 and 3; Part IV, Section E, lines 1c, 2a, 2b, 3a, and 3b; Part V, line 1; Part V, Section B, line 1e; Part V, Section D, lines 5, 6, and 8; and Part V, Section E, lines 2, 5, and 6. Also complete this part for any additional information. (See instructions.)

SCHEDULE D (Form 990)

Department of the Treasury
Internal Revenue Service

Supplemental Financial Statements

► Complete if the organization answered 'Yes' on Form 990, Part IV, line 6, 7, 8, 9, 10, 11a, 11b, 11c, 11d, 11e, 11f, 12a, or 12b.
► Attach to Form 990.
► Go to *www.irs.gov/Form990* for instructions and the latest information.

OMB No. 1545-0047

2018

Open to Public Inspection

Name of the organization

COMMUNITY MEDIA OF THE FOOTHILLS

Employer identification number

953886210

Part I Organizations Maintaining Donor Advised Funds or Other Similar Funds or Accounts.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 6.

	(a) Donor advised funds	(b) Funds and other accounts
1 Total number at end of year		
2 Aggregate value of contributions to (during year)		
3 Aggregate value of grants from (during year)		
4 Aggregate value at end of year		

5 Did the organization inform all donors and donor advisors in writing that the assets held in donor advised funds are the organization's property, subject to the organization's exclusive legal control? ☐ Yes ☐ No

6 Did the organization inform all grantees, donors, and donor advisors in writing that grant funds can be used only for charitable purposes and not for the benefit of the donor or donor advisor, or for any other purpose conferring impermissible private benefit? ☐ Yes ☐ No

Part II Conservation Easements.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 7.

1 Purpose(s) of conservation easements held by the organization (check all that apply).

☐ Preservation of land for public use (e.g., recreation or education)
☐ Protection of natural habitat
☐ Preservation of open space
☐ Preservation of a historically important land area
☐ Preservation of a certified historic structure

2 Complete lines 2a through 2d if the organization held a qualified conservation contribution in the form of a conservation easement on the last day of the tax year.

		Held at the End of the Tax Year
a Total number of conservation easements	2a	
b Total acreage restricted by conservation easements	2b	
c Number of conservation easements on a certified historic structure included in (a)	2c	
d Number of conservation easements included in (c) acquired after 7/25/06, and not on a historic structure listed in the National Register	2d	

3 Number of conservation easements modified, transferred, released, extinguished, or terminated by the organization during the tax year ► _____

4 Number of states where property subject to conservation easement is located ► _____

5 Does the organization have a written policy regarding the periodic monitoring, inspection, handling of violations, and enforcement of the conservation easements it holds? ☐ Yes ☐ No

6 Staff and volunteer hours devoted to monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ► _____

7 Amount of expenses incurred in monitoring, inspecting, handling of violations, and enforcing conservation easements during the year ►$ _____

8 Does each conservation easement reported on line 2(d) above satisfy the requirements of section 170(h)(4)(B)(i) and section 170(h)(4)(B)(ii)? ☐ Yes ☐ No

9 In Part XIII, describe how the organization reports conservation easements in its revenue and expense statement, and balance sheet, and include, if applicable, the text of the footnote to the organization's financial statements that describes the organization's accounting for conservation easements.

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 8.

1 a If the organization elected, as permitted under SFAS 116 (ASC 958), not to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide, in Part XIII, the text of the footnote to its financial statements that describes these items.

b If the organization elected, as permitted under SFAS 116 (ASC 958), to report in its revenue statement and balance sheet works of art, historical treasures, or other similar assets held for public exhibition, education, or research in furtherance of public service, provide the following amounts relating to these items:

(i) Revenue included on Form 990, Part VIII, line 1 ►$ _____

(ii) Assets included in Form 990, Part X ►$ _____

2 If the organization received or held works of art, historical treasures, or other similar assets for financial gain, provide the following amounts required to be reported under SFAS 116 (ASC 958) relating to these items:

a Revenue included on Form 990, Part VIII, line 1 ►$ _____

b Assets included in Form 990, Part X ►$ _____

Part III Organizations Maintaining Collections of Art, Historical Treasures, or Other Similar Assets *(continued)*

3 Using the organization's acquisition, accession, and other records, check any of the following that are a significant use of its collection items (check all that apply):

a ☐ Public exhibition
b ☐ Scholarly research
c ☐ Preservation for future generations
d ☐ Loan or exchange programs
e ☐ Other _____

4 Provide a description of the organization's collections and explain how they further the organization's exempt purpose in Part XIII.

5 During the year, did the organization solicit or receive donations of art, historical treasures, or other similar assets to be sold to raise funds rather than to be maintained as part of the organization's collection? ☐ Yes ☐ No

Part IV Escrow and Custodial Arrangements. Complete if the organization answered 'Yes' on Form 990, Part IV, line 9, or reported an amount on Form 990, Part X, line 21.

1a Is the organization an agent, trustee, custodian or other intermediary for contributions or other assets not included on Form 990, Part X? ☐ Yes ☐ No

b If 'Yes,' explain the arrangement in Part XIII and complete the following table:

		Amount
c Beginning balance	1c	
d Additions during the year	1d	
e Distributions during the year	1e	
f Ending balance	1f	

2a Did the organization include an amount on Form 990, Part X, line 21, for escrow or custodial account liability? ☐ Yes ☐ No

b If 'Yes,' explain the arrangement in Part XIII. Check here if the explanation has been provided on Part XIII ☐

Part V Endowment Funds. Complete if the organization answered 'Yes' on Form 990, Part IV, line 10.

	(a) Current year	(b) Prior year	(c) Two years back	(d) Three years back	(e) Four years back
1a Beginning of year balance					
b Contributions					
c Net investment earnings, gains, and losses					
d Grants or scholarships					
e Other expenditures for facilities and programs					
f Administrative expenses					
g End of year balance					

2 Provide the estimated percentage of the current year end balance (line 1g, column (a)) held as:

a Board designated or quasi-endowment ► _____ %
b Permanent endowment ► _____ %
c Temporarily restricted endowment ► _____ %

The percentages on lines 2a, 2b, and 2c should equal 100%.

3a Are there endowment funds not in the possession of the organization that are held and administered for the organization by:

		Yes	No
(i) unrelated organizations	3a(i)		
(ii) related organizations	3a(ii)		
b If 'Yes' on line 3a(ii), are the related organizations listed as required on Schedule R?	3b		

4 Describe in Part XIII the intended uses of the organization's endowment funds.

Part VI Land, Buildings, and Equipment.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 11a. See Form 990, Part X, line 10.

Description of property	(a) Cost or other basis (investment)	(b) Cost or other basis (other)	(c) Accumulated depreciation	(d) Book value
1a Land				
b Buildings				
c Leasehold improvements		190,962.	119,632.	71,330.
d Equipment		457,561.	412,105.	45,456.
e Other		1.	1.	0.
Total. Add lines 1a through 1e. *(Column (d) must equal Form 990, Part X, column (B), line 10c.)* ►				116,786.

Part VII Investments – Other Securities. N/A
Complete if the organization answered 'Yes' on Form 990, Part IV, line 11b. See Form 990, Part X, line 12.

(a) Description of security or category (including name of security)	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1) Financial derivatives		
(2) Closely-held equity interests		
(3) Other		
(A)		
(B)		
(C)		
(D)		
(E)		
(F)		
(G)		
(H)		
(I)		
Total. *(Column (b) must equal Form 990, Part X, column (B) line 12.)* ►		

Part VIII Investments – Program Related. N/A
Complete if the organization answered 'Yes' on Form 990, Part IV, line 11c. See Form 990, Part X, line 13.

(a) Description of investment	(b) Book value	(c) Method of valuation: Cost or end-of-year market value
(1)		
(2)		
(3)		
(4)		
(5)		
(6)		
(7)		
(8)		
(9)		
(10)		
Total. *(Column (b) must equal Form 990, Part X, column (B) line 13.)* ►		

Part IX Other Assets. N/A
Complete if the organization answered 'Yes' on Form 990, Part IV, line 11d. See Form 990, Part X, line 15.

(a) Description	(b) Book value
(1)	
(2)	
(3)	
(4)	
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
Total. *(Column (b) must equal Form 990, Part X, column (B) line 15.)* ►	

Part X Other Liabilities.
Complete if the organization answered 'Yes' on Form 990, Part IV, line 11e or 11f. See Form 990, Part X, line 25.

(a) Description of liability	(b) Book value
(1) Federal income taxes	
(2) ACCRUED PAYROLL TAXES	645.
(3) ACCRUED WAGES	2,451.
(4) Rounding	1.
(5)	
(6)	
(7)	
(8)	
(9)	
(10)	
(11)	
Total. *(Column (b) must equal Form 990, Part X, column (B) line 25.)* ►	3,097.

2. Liability for uncertain tax positions. In Part XIII, provide the text of the footnote to the organization's financial statements that reports the organization's liability for uncertain tax positions under FIN 48 (ASC 740). Check here if the text of the footnote has been provided in Part XIII ☐

Part XI Reconciliation of Revenue per Audited Financial Statements With Revenue per Return.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 12a.

1	Total revenue, gains, and other support per audited financial statements		1	277,332.
2	Amounts included on line 1 but not on Form 990, Part VIII, line 12:			
a	Net unrealized gains (losses) on investments	2a		
b	Donated services and use of facilities	2b		
c	Recoveries of prior year grants	2c		
d	Other (Describe in Part XIII.)	2d		
e	Add lines 2a through 2d		2e	
3	Subtract line 2e from line 1		3	277,332.
4	Amounts included on Form 990, Part VIII, line 12, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b		4c	
5	Total revenue. Add lines 3 and 4c. *(This must equal Form 990, Part I, line 12.)*		5	277,332.

Part XII Reconciliation of Expenses per Audited Financial Statements With Expenses per Return.

Complete if the organization answered 'Yes' on Form 990, Part IV, line 12a.

1	Total expenses and losses per audited financial statements		1	265,642.
2	Amounts included on line 1 but not on Form 990, Part IX, line 25:			
a	Donated services and use of facilities	2a		
b	Prior year adjustments	2b		
c	Other losses	2c		
d	Other (Describe in Part XIII.)	2d		
e	Add lines 2a through 2d		2e	
3	Subtract line 2e from line 1		3	265,642.
4	Amounts included on Form 990, Part IX, line 25, but not on line 1:			
a	Investment expenses not included on Form 990, Part VIII, line 7b	4a		
b	Other (Describe in Part XIII.)	4b		
c	Add lines 4a and 4b		4c	
5	Total expenses. Add lines 3 and 4c. *(This must equal Form 990, Part I, line 18.)*		5	265,642.

Part XIII Supplemental Information.

Provide the descriptions required for Part II, lines 3, 5, and 9; Part III, lines 1a and 4; Part IV, lines 1b and 2b; Part V, line 4; Part X, line 2; Part XI, lines 2d and 4b; and Part XII, lines 2d and 4b. Also complete this part to provide any additional information.

SCHEDULE O (Form 990 or 990-EZ)	Supplemental Information to Form 990 or 990-EZ	OMB No. 1545-0047
Department of the Treasury Internal Revenue Service	Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to provide any additional information. ► Attach to Form 990 or 990-EZ. ► Go to *www.irs.gov/Form990* for the latest information.	2018 Open to Public Inspection

Name of the organization	Employer identification number
COMMUNITY MEDIA OF THE FOOTHILLS	953886210

Form 990, Part VI, Line 11b - Form 990 Review Process

Reviewed by executive director.

Form 990, Part VI, Line 12c - Explanation of Monitoring and Enforcement of Conflicts

Attorney on retainer to review any issues.

Form 990, Part VI, Line 19 - Other Organization Documents Publicly Available

No other documents available to the public.

BYLAWS

OF

COMMUNITY MEDIA OF THE FOOTHILLS

(Adopted 1/6/99)

Amended – January, February 2002, May 2003, October 2004, April, May 2005, June 2008, October 2009, May 2015

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ARTICLE I - NAME

Section 1--Name

The name of the organization shall be Community Media of the Foothills, hereinafter referred to as "CMF."

ARTICLE II - OFFICES OF THE CORPORATION

Section 1--Principal Office

The principal office for the transaction of the activities and affairs of CMF shall be located within the City of Monrovia, CA.

Section 2--Registered Office and Registered Agent

CMF shall have and continuously maintain in the State of California a registered office, and a registered agent whose office is identical therewith, as required by California non-profit corporation law. The registered office may be, but need not be, the same as its principal office. The registered office or the registered agent at such office may be changed from time-to-time by the Board of Directors in compliance with the provisions of California non-profit corporation law.

ARTICLE III - PURPOSES

Section 1--Purposes

This Corporation is formed for scientific, educational, and charitable purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law). Its specific purposes are:

(a.) To develop and promote community (public, educational, and governmental) access to existing and future communications media.

(b.) To establish, maintain and operate one or more media access center(s):

(1.) To educate individuals and nonprofit organizations in the use of media tools and techniques.

(2.) To provide individuals and nonprofit organizations with access to media tools and assistance in their use.

(3.) To promote programs and support the use of media as vehicles of artistic expression.

(4.) To establish, maintain and operate a system or systems for the distribution of non-commercial media programs and materials in the public interest.

(c.) To facilitate the use of access channels as a public forum which promoting the free exchange of ideas and information;

(d.) To promote and develop activities and programs for the optimal use of the cable communications system(s) for community purposes;

(e.) To serve viewers with programs reflecting the activities, concerns, and interests of the residents of Monrovia and other cities served by CMF in a manner that promotes a free exchange of ideas and information;

(f.) Seek out diversity of peoples and viewpoints;

(g.) To ensure that no individual is discriminated against with regard to membership, services, access

to information or any CMF activity because of race, national origin, sex, age, sexual orientation, religion, disability, political affiliation, or economic status.

(h.) To make recommendations to users and to cable communication franchisee(s) in regard to access services and institutional network services;

(i.) To apply for and to receive contributions, grants, donations, and loans of all types from individuals, organizations, profit and nonprofit, public and private corporations, government agencies and others to support these purposes;

(j) To determine and conduct or support any and all other lawful things in furtherance of the foregoing charitable and educational purposes, either, manifest or latent.

ARTICLE IV - THE BOARD OF DIRECTORS

Section 1--General Powers of the Board of Directors

Subject to the provisions and limitations of California non-profit corporation law and any other applicable laws and subject to any limitations of the Articles of Incorporation or the Bylaws regarding action that require approval of the members, CMF's activities and affairs shall be managed and all corporate powers shall be exercised by or under the direction of the Board.

Section 2--Qualifications

(a) All members of the Board must be individual members in good standing of CMF.

(b) The Board of Directors shall not include any elected official or officer of the City of Monrovia or other city served by CMF.

(c) The percentage of Directors who are not residents of the City of Monrovia (based on the total authorized number of Directors) shall not exceed the percentage of this Corporation's operating revenues (i.e., revenues other than royalties, interest, dividends or similar returns on investments) derived from cities other than the City of Monrovia during this Corporation's preceding fiscal year.

Section 3--Composition of Board

(a) The Board of CMF shall consist of nine voting members.

(b) "Elected Directors" shall consist of eight Directors elected by the membership.

(c) "Appointed Director" shall consist of one Director appointed by the majority of the Board. The appointment shall be made by the newly elected Directors at each Organizational Meeting of the Board required by Article IV Section 9 of these Bylaws, or as soon thereafter as possible.

Section 4--Terms of Board Members

(a) Elected Directors shall serve two-year terms.

(b) Terms of Elected Directors shall be staggered in such a way that four Directors shall be elected from the membership each year.

(c) Appointed Directors shall serve one-year terms.

(d) A full term of each Elected Director shall end on the date of the second Annual Meeting following his/her election, but not before a successor is duly elected and qualified.

Section 5--Resignation

(a) Any Director may resign effective upon giving written notice to the Chairperson or the Secretary, unless the notice specifies a later time for the resignation to become effective. No Director may resign when CMF would then be left without a duly elected Director in charge of its affairs.

(b) Failure of a Director to participate in three consecutive Board meetings may be deemed by the board to constitute a voluntary resignation from office, effective at the end of the third meeting. The Secretary of CMF shall notify such Director of any action taken under this Section by certified mail (return receipt) within seven days.

(c) Failure of a Director to participate in at least one Orientation Study Session (Article IV Section 9) after being elected or appointed to the Board of Directors prior to the next Regular Meeting of the Board of Directors may be deemed by the board to constitute a voluntary resignation from office, effective at the start of the first Regular Meeting after the director was appointed or elected. The Secretary of CMF shall notify such Director of any action taken under this Section by certified mail (return receipt) within seven days.

Section 6--Vacancies on the Board

(a) A vacancy or vacancies on the Board shall exist on the occurrence of the death or resignation of any Director.

(b) Vacancies on the Board of Directors may be filled by a majority of the Directors then in office or by a sole remaining Director. Any Director so appointed shall serve the remaining term of the vacant seat.

Section 7--Regular Meetings

The Board of Directors shall schedule regular meetings for the transaction of CMF business at least quarterly throughout the year, said meeting to be held at a time and place determined by resolution of the Board without other notice. Schedules and notices of Board meetings will be made available to members and the public, posted on any access channel bulletin boards and prominently posted in the office of CMF. The minutes of Board meetings shall be promptly posted in the office of CMF and on the CMF webpage.

Section 8--Organizational Meetings

Immediately after the Annual Meeting of Members, the Board shall hold a regular meeting for purposes of organization, election of officers, appointment, and transaction of other business. Notice of this meeting is not required.

Section 9--Orientation Study Sessions
After the Annual Meeting of Members and prior to the next Regular Meeting the Board of Directors shall hold special orientation study sessions, so that all board members shall review and become familiar with these Bylaws, any Polices and Procedures of the Corporation as well as meeting management and record keeping. Such orientation study sessions shall also be held upon the appointment of a new director when filling a vacancy. Non-attendance at a minimum of one study session after being elected or appointed may be deemed a resignation (Article IV Section 5).

Section 10--Special Meetings

Special meetings of the Board may be called at any time by the Chairperson, Vice-chairperson, or any two Directors of the Board. Written notice of the time and place of special meetings shall be mailed via first-class mail to each Director at least four calendar days before such a meeting is held. Special meetings of the Board may be held at a place designated by the Board or at the principal office. Schedules and notices of special meetings shall be posted two days in advance of any special meetings in the manner delineated in Article IV Section 7. Attendance at any meeting by a Director shall constitute a waiver of notice of the meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 11--Quorum

A quorum shall be a majority of the current members of the Board of Directors, not counting vacancies.

Section 12--Loss of Quorum

The directors present at a duly called or held meeting at which a quorum is present may continue to transact business until adjournment even if enough directors have withdrawn to leave less than a quorum, if any action taken, other than adjournment, is approved by at least a majority of the members required to constitute a quorum and was included in the notice of the meeting.

Section 13--Majority Vote

No action of the Board shall be valid unless approved by a majority of those Board Members attending the meeting. There shall be no vote by proxy.

Section 14--Compensation

Directors shall receive no compensation for services as Directors, but may be reimbursed for any reasonable expenses, approved by the Board.

ARTICLE V - OFFICERS

Section 1--Qualifications of Elected and Appointed Officers

All elected, designated and appointed officers of CMF shall be members of CMF in good standing and shall be 18 years of age or older.

Section 2--Designation of Officers

The officers of CMF shall be a Chairperson, a Vice-chairperson, Secretary, and a Treasurer. The officers shall be chosen by the Board from the members of the Board.

Section 3--Election of Officers

The officers of CMF shall be chosen by a majority vote of the Board.

Section 4--Resignation of Officers

Any officer may resign at any time by giving written notice to CMF. The resignation shall take effect as of the date the notice is received or at any later time specified in the notice and unless otherwise specified in the notice, the resignation need not be accepted to be effective. Any resignation shall be without prejudice to the rights, if any, of CMF under any contract which the officer has signed as an agent of CMF.

Section 5--Removal of Officers

Any officer may be removed from office by ordinary resolution of the Board when, in their judgment, the purposes or best interests of CMF shall be served thereby. Removal of an officer shall be without any prejudice to the rights, if any, of CMF under any contract which the officer has signed as an agent of CMF.

Section 6--Vacancies

Any vacancy among the officers shall be filled for the unexpired term by ordinary resolution of the Board.

Section 7--Terms of Office

The terms of office for the officers of CMF shall commence with the Organizational Meeting of the Board following the Annual Meeting of the Members and shall conclude at the Organizational Meeting of the Board following the next Annual Meeting.

Section 8--Chairperson

The Chairperson of the Board shall preside at meetings of the Board and shall exercise and perform such other duties and powers as the Board may assign from time to time. If there is no Executive Director, the Chairperson of the Board shall also be the Chief Executive Officer and shall have the powers and duties of the Executive Director of CMF prescribed by these Bylaws.

Section 9--Executive Director

Subject to such supervisorial powers as the Board may give to the Chairperson of the Board, if any, and subject to the control of the Board, the Executive Director shall be the general manager of CMF and shall supervise, direct, and control CMF's activities and affairs. The Executive Director shall have such other powers and duties as the Board may prescribe.

Section 10--Vice-Chairperson

In the absence of Chairperson, the Vice-chairperson shall perform all duties of the Chairperson. When so acting, the Vice-chairperson shall have all powers of and be subject to all restrictions on the Chairperson. The Vice-chairperson shall have such other powers and perform such other duties as the Board may prescribe.

Section 11--Secretary

(a) The Secretary shall keep or cause to be kept, at CMF's principal office or such other place as the Board may direct, a book of minutes of all meetings, proceedings, and actions of the Board, of Committees, and of members' meetings. The minutes shall include the time and place that the meeting was held, whether the meeting was annual, regular, or special, and if special, how authorized, the notice given, the names of those present at the Board and committee meetings, and the number of members present or represented at members' meetings. The Secretary shall keep or cause to be kept, at the principal office, a copy of the Articles of Incorporation and Bylaws, as amended.

(b) The Secretary shall keep, or cause to be kept, at CMF's principal office or at a place determined by resolution of the Board, a record of the members of CMF, showing each member's name, address, and status of membership.

(c) The Secretary shall give, or cause to be given, notice of all meetings of members, of the Board and of committees of the Board required by these Bylaws to be given. The Secretary shall have such other powers and perform such other duties as the Board may prescribe.

Section 12--Treasurer

The Treasurer shall keep and maintain, or cause to be kept and maintained, adequate and correct books and accounts of CMF's properties and transactions. The Treasurer shall give or cause to be given to the members and Directors such financial statements and reports as are required to be given by law or by the Board. The books of account shall be open to inspection by any Director at all reasonable times.

ARTICLE VI - COMMITTEES OF THE BOARD

Section 1--Standing Committees

The Board shall appoint three standing committees: an Executive Committee, a Finance Committee, and a Programming Committee. Each Standing Committee shall consist of at least three Board members and shall be appointed from among the members of the Board. No Board member shall serve on more than two Standing Committees. The Executive Director shall be a non-voting member of each committee.

Section 2--Duties of the Executive Committee

The Executive Committee shall have the power to act as the Board of Directors in between Board meetings. Regardless of Board resolution, the Executive Committee shall not:

(a) Take any final action on any matter that, under California non-profit corporation law, also requires approval of the members or approval of a majority of all members;

(b) Fill vacancies on the Board or on any committee that has the authority of the Board;

(c) Amend or repeal Bylaws or adopt new Bylaws;

(d) Amend or repeal any resolution of the Board that, by its express terms, may not be amended or repealed;

(e) Create any other committee of the Board or appoint the members of committees of the Board;

(f) Expend corporate funds to support a candidate for Director; or

(g) Approve any contract or transaction to which CMF is a party and in which one or more of its Directors has a material financial interest.

Section 3--Duties of the Finance Committee

The Finance Committee shall prepare or cause to be prepared the Annual Financial Statement, approve

any accountant reviews, and recommend to the Board the selection of and fees to be paid to an independent Certified Public Accountant for CMF. It shall be the responsibility of the Finance Committee to report to the Board of Directors whether the CMF is meeting its projected budget, on the scope and adequacy of the accountant services and related fees, to continually monitor and report to the Board of Directors on the effectiveness and adequacy of CMF's internal accounting controls, and include in that report its findings as to whether or not any errors, omissions, criticisms, or recommendations contained in the management letter of the independent Certified Public Accountant, if one accompanies the accountant reviews, has been properly dealt with. The Finance Committee shall have such other duties as may be delegated to it by the Board from time to time.

Section 4--Duties of the Programming Committee

The Programming Committee shall prepare or cause to be prepared policies regarding programming on any cable channels or other media administered by CMF in accordance with the purposes specified in Article III, shall serve as a grievance and appeal mechanism for access producers and general citizens concerning programming issues and shall carry out such other duties as may be required by the Board from time to time.

Section 5--Minutes of Standing Committees

The minutes or a report of each Standing Committee shall be submitted to the Board at the Board's next regular meeting.

Section 6--Other Committees

The Board may establish other committees from time to time and prescribe their duties and responsibilities. Appointees must be members in good standing of CMF. Minutes and actions of such Committees shall be submitted to the Board.

ARTICLE VII - MEMBERSHIP

Section 1--Membership Qualifications

Membership in CMF is open to any person who is a resident of the City of Monrovia or other city served by CMF, declares his/her intent to become a member and provides a valid residential address. Parental permission is required for youths 18 years of age or under. Membership is available to all those eligible without discrimination, and shall continue so long as the member remains qualified.

Section 2--Voting Rights

CMF members shall have the right to vote as set forth in these Bylaws; on the election of Directors; on change to these Bylaws as designated in Article XIII Section 2; on any merger and its principal terms and the amendment of those terms; and on any election to dissolve CMF. In addition, members shall have all rights afforded members of a non-profit under California non-profit corporation law.

Section 3--Quorum

Any action required to be taken by the membership will be valid if passed by a simple majority of the members voting in that election.

Section 4--Eligibility to Vote

Subject to the provisions of California nonprofit corporation law, members entitled to vote on any action of members shall be members in good standing as of the record date under Article VII Section 8.

Section 5--Voting

Each member entitled to vote shall be entitled to cast one vote on each matter submitted to a vote of the members. Voting shall be by written ballot only.

Section 6--Approval by Majority Vote

If a quorum is attained, the affirmative vote of a majority of the members voting on any matter shall be the act of the members unless the vote of a greater number is required by the Articles of Incorporation or these Bylaws.

Section 7--Action by Written Ballot

(a) CMF shall distribute one written ballot to each member entitled to vote on the matter. Such ballots shall be mailed or delivered at least three weeks before the last date ballots are accepted. All solicitation of votes by written ballot shall: (a) indicate the number of responses needed to meet the quorum requirements, (b) with respect to ballots other than for election of Directors, state the percentage of approval necessary to pass the measure, and (c) specify the time by which the ballots must be received. Each ballot so distributed shall: (a) set forth the proposed action, (b) provide the members with an opportunity to specify approval or disapproval of each proposal, and (c) provide a reasonable time within which to return the ballot to CMF.

(b) Approval by written ballot shall be valid only when the number of votes cast by ballot within the time specified equals or exceeds the quorum required to authorize the action, and the number of approvals equals or exceeds the number of votes that would be required for approval.

(c) Written ballots may not be revoked. All written ballots shall be filed with the Secretary of CMF and maintained in the corporate records for at least three years.

Section 8--Record Date

For purposes of determining the members entitled to vote on any action of the members a record date shall be set at 31 days before the last day ballots are accepted except where the 31st day falls on a day when the facility is closed, in which case the record date shall be the previous day in which the facility is open. A member holding a membership at the close of business on the record date shall be a member of record.

Section 9--Proxy

There shall be no voting or other action by proxy.

Section 10--Dues and Terms of Membership

The Board may establish annual dues for members and specify requirements of membership, if any.

Section 11--Transfer of Membership

No membership or right arising from membership shall be transferable.

ARTICLE VIII – ANNUAL MEETING AND ELECTION OF DIRECTORS

Section 1--Annual Meeting of Members

CMF shall hold an Annual Meeting no later than the 31st of October of each year, at a place, date and time to be determined by resolution of the Board. Notice of the Annual Meeting shall be included with Election ballots, and, one month before the meeting, appear at least once daily on any access channels operated directly by Community Media of the Foothills for the duration of the month.

Section 2--Presiding Officers

The Chairperson of the Board of Directors shall preside at the Annual Meeting, and in that person's absence the Vice Chairperson shall serve in this capacity. The Secretary of the Board shall keep or cause to be kept minutes of the Annual Meeting.

Section 3--Election Committee

An Election Committee created by the Board of Directors shall solicit candidates for each election of Board Members. The committee shall be made up of all the board members whose current terms do not expire at the next Annual Meeting. The Election Committee is encouraged to ensure that candidates for the Board represent as closely as possible the racial, ethnic, geographic, social, and economic diversity of the City of Monrovia and other cities served by CMF. One month prior to the record date the committee will provide the inspector of election with its selected petitions for candidacy from four Community Media of the Foothills members eligible for election. These candidates will become the "election committee recommendations." Notice of the election committee recommendations shall appear at least once daily on any access channels operated directly by Community Media of the Foothills for the duration of one week beginning within five days of providing them to the inspector of election.

Section 4--Candidacy Procedure

(a) The Board shall provide notice to members of CMF of the procedures, time frame, and deadline for filing a petition for candidacy to the Board of Directors. Such notice shall indicate the number of Directors to be elected in each year, the maximum number of directors who may be nonresidents of the City of Monrovia and shall appear at least once daily on any access channels operated directly by Community Media of the Foothills for the duration of one month beginning no less than three months before the Annual Meeting.

(b) Petitions for candidacy must contain a cover letter and a brief biography. The member wishing to appear on the ballot must sign the cover letter and the text of the letter must express her or his interest in serving on the Board of Directors. The biography must contain information pertaining to the candidate's background and shall be between 100 and 400 words in length. The biography will be included as part of the ballot package sent to the members.

(c) The election committee recommendations shall be listed on the ballot with an explanation that they have been submitted by the election committee.

(d) Members may also submit their own petitions directly to the Inspector of Election if they desire to "self nominate." These petitions may be submitted to the Inspector of Election anytime during the 60 days preceding the record date. Self nominations shall be listed on the ballot with the explanation that they have been submitted by the members themselves.

(e) If a candidate has self-nominated and is also an election committee recommendation, their name will be listed only once on the ballot, as an election committee recommendation.

(f) Any petition for candidacy must be signed no more than three months preceding the record date for the Annual Meeting and Election of Directors.

Section 5--Inspector of Election

No later than the three months prior to the Annual Meeting, the Board shall appoint an Inspector of the Election, not a current director, to monitor the election proceedings. The Inspector of Election shall determine the memberships outstanding and voting power of each; receive ballots; establish the existence of a quorum; determine when the ballots shall be received; hear and determine all challenges and questions in any way arising in connection with the right to vote; count and tabulate all votes; determine the result and do such acts as may be proper to conduct the election with fairness to all members. The Inspector of Election shall act impartially, in good faith, to the best of his/her ability, and as expeditiously as is practical

Section 6--Election by Mailed Ballot

(a) Election of "elected" Directors shall be accomplished by mailed ballot, which shall be mailed to all members of CMF no later than three weeks before they are due and returned by the member on or before a date and time determined by the Inspector of Election.

(b) The ballots shall be sent by first-class mail, charges prepaid and shall be addressed to each member entitled to vote at the address of that member appearing on the membership registry of CMF.

(c) Each member, shall, in writing, cast votes for not more than the number of positions that are available. Each vote shall be for a different person.

(d) Violation of any provision of this Section shall invalidate the member's entire ballot.

(e) In the event that two or more persons each receive the same number of votes, the Chairperson shall determine, by lot, which person(s) shall be seated as a Board member.

Section 7--Results of Election

At the Annual Meeting of Members the results of the election of Directors shall be announced and the new Directors shall take their seats upon the Board.

Section 8--Other Action of Members at Annual Meeting

Any other action of the members to take place at the Annual Meeting must be included on the ballot mailed to members three weeks before the Annual Meeting.

Section 9-Removal of Directors

The Board of Directors shall have summary power by vote of a majority of the Directors then in office to suspend or to remove any Director with cause.

The Board may by resolution declare vacant the office of a Director who has;

(a) been declared of unsound mind by an order of court;
b) convicted of a felony;
(c) found by final order or judgment of any court to have breached a duty under the California Nonprofit Public Benefit Corporation Law;
(d) for any conduct in violation of these Bylaws, the California Nonprofit Public Benefit Corporation Law, the California Ralph M. Brown Act, the California Public Records Act, or of the rules and regulations of CMF which may be made or amended from time to time; or
(e) a Director fails to attend three consecutive Board meetings without prior notification of the anticipated absence.

Such action by the Board of Directors may be taken at any noticed Regular Meeting of the Board upon the initiative of one or more Directors whether the matter of removal of a Director or Directors appears on the agenda of that meeting or not. Any motion, second and vote regarding removal of any Director or Directors shall be held in open session.

ARTICLE IX - INDEMNIFICATION AND INSURANCE

Section 1--Indemnification of Officers

Any member of the Board of Directors and any officer of CMF shall be indemnified by CMF against expenses actually and necessarily incurred by him or her in connection with the defense of any action, suit, or proceedings in which he or she is made a party by reason of having been or being a member of the Board of Directors or an officer of CMF, except for breach of the duty of loyalty to the corporation, for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, or for a transaction from which the person derives an improper personal benefit. Such right of indemnification is not to be deemed exclusive of any right to which he or she may be entitled under the laws of the State of California, these Bylaws, agreements, vote of members, or otherwise.

Section 2--Exemption of Property

The private property of the members and Board of Directors of CMF shall not be liable for corporate debts to any extent whatsoever. This section of these Bylaws shall not be amended except by the unanimous vote of the members and the Board of Directors.

Section 3--Insurance

CMF shall have the right to purchase and maintain insurance on behalf of its officers, Directors, employees, and other agents, against any liability asserted against or incurred by any officer, Director, employee, or agent in such capacity or arising out of the officer's, Director's employee's, or agent's status as such.

ARTICLE X - PERFORMANCE OF CMF

Section 1--Reporting Requirements

An annual report regarding its fiscal and operational activities shall be prepared and distributed at the Annual Meeting of Members.

Section 2--Auditing and Inspection Requirements

CMF shall contract for a review of its records with a Certified Public Accountant on an annual basis and its records shall be open to the membership for inspection.

ARTICLE XI - MISCELLANEOUS

Section 1--Non-Discrimination

CMF shall ensure that no individual is discriminated against with regard to membership, services, access to information or any activity of CMF because of race, national origin, sex, age, sexual orientation, religion, disability, political affiliation, or economic status; including those who historically have been denied media access. This Section does not guarantee a right in any person or organization to have any program distributed over the channels administered by CMF.

Section 2--Meetings of CMF

All meetings of CMF and the Board of Directors are open to the public except for those items that are determined by a majority of the Board to be confidential. All meetings of CMF and the Board of Directors shall be held following Parliamentary Rules of Order, provided that the failure to observe Rules of Order shall not invalidate any action taken.

Section 3—Channel Carrier Designated Board Advisors

Any cable or other video operator that carries channels operated by CMF on its system may designate a CMF Board Advisor to CMF. The advisor shall be notified of all regular board meetings and when in attendance at board meetings may interact with the Board of Directors during all items that are open to the public and join in discussion.

ARTICLE XII - DISSOLUTION

Section 1--Corporate Dissolution

Upon the dissolution of this corporation, the governing body shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the remaining assets of the corporation exclusively for the purpose of the corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, religious, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501 (c) (3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue law), as the governing board shall determine. Any such assets not so disposed of shall be disposed of by the District Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE XIII - AMENDMENT OF BYLAWS

Section 1--Membership Rights Limitation

Subject to the right of the members under Article XIII Section 2, the Bylaws of CMF may be adopted, amended, or repealed only by two-thirds (2/3) vote of the Board of Directors.

Section 2--Members Approval Required

The Board may not, without the approval of the members, specify or change any Bylaw provision that would:

(a) Fix or change the number of Directors.
(b) Fix or change the minimum or maximum number of Directors.
(c) Change from a fixed number to a variable number of Directors, or vice versa.
(d) Increase or extend the terms of Directors.
(e) Repeal, restrict, create, expand, or otherwise change proxy rights.
(f) Wind-up and dissolve CMF.
(g) Amend Article IX Section 2 of these By-Laws.

Policies and Procedures
for the
KGEM.TV Studio
and
Community Media Center

Community Media of the Foothills
- a nonprofit corporation founded in 1984 -

Adopted May 2002
Amended May 2003, September 2004, June 2008 – Updated June 2009

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I. INTRODUCTION

A. Mission Statement

"It is the mission of Community Media of the Foothills to promote artistry and expression, freedom of speech and civic pride by use of community media."

B. Purpose of these Policies

These policies help to provide guidance and structure for the use of the resources of Community Media of the Foothills (CMF) in the production and distribution of Public, Educational and Governmental (PEG) access programming.

C. PEG Access Basics

Under federal, state and local laws relating to cable television franchising, local governments are able to institute requirements for Public, Educational, and Governmental (PEG) Access, the community video production equipment, facilities, services, channels, funding and support that make local information available on cable systems. PEG Access channels and facilities exist to encourage community communications, and Community Media of the Foothills exists to ensure the effective use of community media resources for the residents we serve.

D. Community Media Center Volunteer Responsibilities

1. Take full responsibility for the content of their program and the actions of their crew.
2. Comply with these Policies and Procedures.
3. Treat the equipment and facilities with respect and care.
4. Respect the rights of others to use the CMF resources.
5. Make and cancel reservations in a timely manner.
6. Treat staff, volunteers and guests with courtesy.

II. ELIGIBILITY

A. Training, equipment and facilities

Available to anybody who is a resident or works/volunteers in the areas served by Community Media of the Foothills. Eligible people must provide a valid California ID as well as a current residential/business address and phone number. If the person is a minor without a valid ID, then a parent/guardian's ID is required.

B. Channel Time

Available for use in accordance with each channel's Policies and Procedures.

C. Nondiscrimination

No person will be denied training, equipment, facilities or channel time on the basis of race, sex, age, physical disability, sexual orientation, religious or political belief, affiliation, or any other characteristic protected by state or federal law.

D. Right to Refuse Service
The staff reserves the right to refuse services to any person whose actions hinder the activities of CMF volunteers or staff members or who fail or refuse to comply with Community Media of the Foothills rules, regulations, policies or procedures. Persons hindering volunteers or staff will be asked to leave the Community Media Center facility and will be subject to a three-month suspension of facilities use. Suspension may be appealed in writing to Community Media of the Foothills Board of Directors.

E. Proof of eligibility and competence on equipment may be required at any time. CMF may refuse to provide any service if proof, satisfactory to CMF, cannot be provided.

III. FACILITIES

A. Intention
Programs produced with CMF equipment and facilities must be intended for cablecast on a CMF channel. Such programs may not be used for commercial purposes or the solicitation of funds (unless approved by the CMF Board of Directors).

B. First Use
Any program in which the CMF volunteer has made use of CMF's facility and/or equipment must be cablecast at least once on a CMF PEG access channel prior to, or concurrent with, cablecast on any other cable system, and prior to any other form of distribution.

C. In-House Distribution
By requesting access to equipment and facilities, volunteers agree that CMF may use portions of their programs for non-commercial, promotional purposes.

D. Acknowledgement of Community Media Center Staff
Without written authorization from CMF Management, producers may <u>not</u> credit Community Media Center staff in their productions.

IV. PROPOSED PRODUCTION OF PEG PROGRAMMING WITH CMF FACILITIES / EQUIPMENT

As used in these policies, the terms "Eligible PEG Program" and "Eligible Program" refer to programs that are planned or already in production that have completed the following process.

a. Project Proposal
   i. Short form filled out and submitted to CMF management by the Producer of a Public, Educational or Governmental Access Channel program before scheduling for the use of CMF facilities and/or equipment.

   ii. Proposal Information
      1. Producer Name
      2. Program Title

3. Series or Single
4. Planned start date
5. Planned end date (Maximum of 1 year)
6. Number of programs planned from start to end dates
7. Length of Program
8. Crew members (who are approved by the producer to work on their own with equipment/facilities in the production of the proposed program)
9. Brief description of equipment planned for use
10. Program Category: P – E – G
11. Brief description of program
12. Producer and/or crew paid?
13. Whether producer wishes contact information to remain confidential or if CMF may release producer's name to the public.

iii. CMF management will review the Production Proposal for the following:
1. Proper categorization (by the specific channel Polices and Procedures).
2. That proposed production appears to fulfill these Policies and Procedures.
3. That proposed production appears to fulfill the applicable channel's Policies and Procedures.

iv. If the proposal appears to follow these Policies and Procedures, then CMF staff will complete the following:
1. Entry of necessary information into scheduling software system.
2. Notification of the Producer that they may begin production.

v. If, however, the proposed production does not appear to fulfill these Policies and Procedures, then CMF staff will inform the producer of the reasons the production cannot be produced with CMF's facilities and equipment.

vi. Production Proposals are viewed by CMF management only and are <u>not</u> available for public view. Information about the producer in regard to the proposal will only be used (i.e. activity reporting purposes) in such a manner that protects the confidentiality of the producer.

V. CERTIFICATION

Certification expires after one year of non-use or volunteer moves from area served by CMF. **Note**: For specifics on facilities and equipment (including restrictions for scheduling and use of facilities and equipment) see Section VI. "USE OF COMMUNITY MEDIA CENTER EQUIPMENT AND FACILITIES."

A. Community Media Volunteer

Certification as a Community Media Volunteer (Volunteer) requires -

i. Registration name, valid California ID, current residential/business address and phone number.

ii. Completion of Orientation Workshop.
iii. Minors must have parent/guardian's written release before use of facilities.
iv. Sign off that they have read and understand the CMF Policies and Procedures.

B. Producer

i. Public Access Channel Producer

Must fulfill the requirements to produce an Eligible Program on the Public Access Channel (see Policies and Procedures for Public Access).

ii. Governmental Channel Producer

Must fulfill the requirements to produce an Eligible Program on the Governmental Channel (see Policies and Procedures for the Governmental Channel).

iii. Educational Channel Producer

Must fulfill the requirements to produce an Eligible Program on the Educational Channel (see Policies and Procedures for Educational Channel).

VI. USE OF COMMUNITY MEDIA CENTER EQUIPMENT AND FACILITIES

a. Orientation Workshops

CMF conducts orientation workshops to make potential Community Media Volunteers aware of the CMF mission, programs, and availability of production equipment, facilities, and training.

b. Television Production Training Seminars

CMF provides additional Training Seminars from time to time.

c. Production of an Eligible PEG Program

Community Media of the Foothills equipment and facilities may only be used in the production of an Eligible PEG Program (see section IV. "PROPOSED PRODUCTION OF PEG PROGRAMMING").

d. Office Hours

i. Regular hours will be maintained each week, during which the following services will always be available (in conformity with scheduling policies):

- One staff member minimum will be on site.
- CMF staff will answer phones.
- Scheduling for facilities and equipment may occur, by phone or in person.
- CMF forms and paperwork may be picked up, filled out and submitted to staff.
- Airplay on all channels will be actively monitored.
- CMF staff will be available to answer minor questions of CMF business.
- Copies of videotapes may be requested and picked up.
- Volunteer utilization of facilities and equipment (requires prior scheduling).
- Equipment may be checked in and out (requires prior scheduling).

Not all services will be available immediately; one person may often handle all the above services. Volunteers must be patient and respectful of others using the facility.

ii. Regular Hours:

- Monday through Thursday- 10:00A.M. to 7:00PM
- Friday - 10:00A.M. to 5:00 PM

Sturday - By Appointment Only

iii. Regular hours may be modified for:

- Holidays
- Emergencies
- Major Community Media of the Foothills events

iv. Notice of Hours

Office Hours will be posted on the front door to the Community Media Center, on CMF's webpage, and in other materials. When possible, changes in office hours (for holidays or events), will be noticed on the door at least 24 hours in advance, and as may otherwise be available.

e. Equipment and Facilities Available for Volunteer Users
   i. Field Production Equipment
   ii. Studio and Control Room
   iii. Editing Computers

f. Scheduling Equipment and Facilities
   i. Equipment and Facilities Reservations
      1. Reservations may be made by phone or in person, for edit suites and field production equipment at least 24 hours in advance.
      2. Reservations may be made by phone or in person, for the studio at least one week in advance.
      3. Equipment and facilities are available to certified volunteers engaged in the production of an eligible PEG program on a first-call, first-scheduled basis.
      4. A volunteer who is more than 30 minutes late in claiming the studio or editing station, without notification of tardiness, forfeits the equipment or facilities and is considered a "No Show" subject to sanctions in section IX. "RULE VIOLATIONS/SANCTIONS/LOSS OF PRIVILEGES."
      5. A volunteer who has not picked up their field production equipment by the end of the business day without notification forfeits the equipment and is considered a "No Show" subject to sanctions in section IX. "RULE VIOLATIONS, SANCTIONS, LOSS OF PRIVILEGES."

   ii. Field Production Equipment

   Field Production Equipment may be reserved for a period not to exceed 3 days. Exceptions may be made with staff. A volunteer is limited to four field equipment uses within any one-month period unless otherwise authorized by staff. Field Production Equipment may be reserved up to three months in advance.

   iii. Studio

   Unless otherwise authorized by studio manager, a maximum of one studio session may be scheduled per week with each session not to exceed four hours. The studio may be reserved up to three months and no less than one week in advance. CMF encourages producers to provide a crew for studio shoots. Control room crew is

limited to three people. Staff reserves the right to ask any crew to leave the premises if behaving in a way that adversely affects facilities operation. The producer must be at the studio shoot at all times.

iv. Editing Stations

Editing sessions may be scheduled a maximum of twice a week and shall not exceed ten hours unless otherwise authorized by staff. Editing time may be reserved up to three months in advance. There is a limit of three people at each editing station unless prior permission is obtained from staff.

g. Canceling a Reservation

Volunteers who have reserved equipment or facilities they cannot use are asked to notify staff as soon as possible so that those resources may be reassigned. Notification of any cancellation is required prior to the reservation time and in the case of studio productions is required before the close of previous business day. A volunteer who makes more than two cancellations within a month period without providing at least three days advance notice is subject to sanctions in Section IX "RULE VIOLATIONS/SANCTIONS/LOSS OF PRIVILEGES."

h. Field Production Equipment Check Out/In

i. Field Production Equipment Sign Out Form

The Volunteer is required to complete a Field Production Equipment Sign Out Form before using CMF equipment for remote shoots. In signing the form, the volunteer agrees to indemnify and reimburse Community Media of the Foothills for all damage to or loss of any CMF equipment caused by neglect, abuse, theft or other causes that occur while the equipment is assigned to the volunteer. Determination as to the impact and costs of neglectful use is the responsibility of the Executive Director.

ii. Equipment Check-Out

Volunteers are required to arrive at the appointed checkout time and present their valid California ID. The staff will inform the volunteer of the check-in time and indicate the time on the Field Production Equipment Sign Out Form. The Volunteer is responsible for determining that equipment is in good working order at the time of checkout. CMF suggests that the volunteer set up and test all equipment before leaving the Community Media Center. CMF also suggests the volunteer provide an emergency phone number where they can be immediately reached if the equipment is not returned on time to be sure they receive phone call warnings before receiving suspensions and fines. Providing an accurate phone number is the responsibility of the volunteer.

iii. Equipment Check-In

The volunteer is required to return all equipment at the check-in time specified on the Field Production Equipment Sign Out Form. The volunteer is responsible for determining that equipment is in good working order at the time of check in. CMF suggests that the volunteer set up and tests all equipment during the check-in period. A member of the CMF staff must sign the Field Production Equipment Sign Out form to complete the equipment check-in. The volunteer is responsible for assuring that all

equipment is in undamaged, working order and is responsible to compensate Community Media of the Foothills for repair or replacement costs resulting from any damages or losses due to neglect that occur while the equipment is in their control. The volunteer will be notified if any equipment is missing. Any missing equipment will be considered late (see below).

iv. Late Return of Field Production Equipment
    1. Once the time noted on the Equipment Sign Out Form has passed, a CMF staff member will contact the volunteer at the emergency phone number provided on the form, at this point the equipment is considered late and the volunteer will receive a minor violation.
    2. Once the equipment is 24-hours late, the volunteer will receive a 3 month suspension and a phone call to their emergency phone number.
    3. Once the equipment is 48-hours late, the Volunteer will be responsible for paying CMF a $100 fine and CMF staff will make a phone call to the volunteer's emergency phone number.
    4. Once the equipment is 72 hours late the equipment will be reported as stolen to the Monrovia Police Department and CMF will turn over to the police the producer's name, address and phone number.

v. Video space on the Community Media Center's hard drives are limited, so current projects must be kept limited. All projects must be for playout on a channel operated by CMF and not for personal use. CMF encourages all producers to keep their projects on their own media.

vi. If your project takes longer than two weeks, it may be subject to deletion or backup. If backed up, the user is responsible for paying for media used by staff to backup file(s). Payment must be received before the user will have access to the backup material. See section VIII. CHARGE SERVICES. CMF cannot guarantee that backups will provide useful or complete material.

vii. All media files must be in clearly labeled files with the name of the volunteer included in file name and project name. This means when you digitize video that you do so to a folder with your name on it. Also, make sure other files created during the editing process also go into a folder with your name on it. If you don't know how to set up these folders, please ask for help from CMF staff. If your media folders are not set up properly, you may lose some of your work.

viii. Staff is not responsible for backups of your work. You have the option of buying DVDs as a place for backup, bringing your own hard drive, or dubbing to a DV tape. The potential always exists for computer failure, so please remember to keep backups. Speak with staff for information on drives and media that will work with the editing system, not all will.

i. Equipment Malfunctions/Unavailability

If any equipment fails to properly operate for a Volunteer, or if for any reason CMF cannot provide operational equipment to the volunteer as scheduled, the volunteer will be provided with substitute equipment or facilities, or will be given priority use at a future time. Volunteers are required to report any equipment malfunction to staff.

j. Eating/Drinking/Smoking in Facilities

Smoking, alcoholic beverages and controlled substances are absolutely not allowed within any of the Community Media Center facilities. No food and drink is allowed in the control room or at editing stations. Food and drink is allowed in the studio only with prior approval of staff (e.g. where it is pertinent to the topic of a studio show). Feeding of crew must be done directly outside of the studio in a quiet and courteous manner. Closed water bottles on the floor are okay in all areas, and are never okay on desks and tables. The volunteer must clean and report spills to staff immediately.

k. Staff Use of Facilities and Equipment

Staff may utilize equipment and facilities for other purposes, including; maintenance, troubleshooting, training courses and other uses (approved by CMF management), provided the staff member has properly scheduled the equipment.

l. Staff Access to Facilities and Equipment
   i. Staff members have access to all areas of the Community Media Center at all times.
   ii. Other than the restroom, no doors are to be blocked or locked by anyone other than staff at any time.

m. Videotape Provisions

Volunteer producers are encouraged to provide their own videotapes, disks, tapes or drives.

i. Volunteer-Provided Videotapes and Recording Media

The Community Media Center volunteer shall assure CMF that videotape is either new or of a quality sufficient to prevent damage or excessive clogging to recorders, and is free from viruses or other damaging content.

ii. Removing Videotapes and Recording Media

Producers must have permission from the Station Manager in order to remove from the Community Media Center any videotapes or recording media that have been scheduled for cablecast.

iii. Videotape and Media Retention/Pickup

Videotapes and recordings that belong to volunteer producers will be retained at CMF's tape storage area for a period of six months following their last scheduled cablecast. Producers are responsible for making arrangements for the return of tapes. Tapes left in the Community Media Center for more than six months following their last cablecast become the property of CMF and may be recycled or destroyed.

VII. PAYMENT FOR LABOR/PRODUCTION COSTS

A volunteer may be paid by a third party for labor and/or production costs associated with an eligible PEG program provided that the Volunteer submits a Third Party Agreement to Community Media of the Foothills prior to receiving any payment for labor and/or production costs. The Agreement, which must be signed by the third party, warrants that the third party understands that:

a. Programs produced with Community Media of the Foothills equipment and/or facilities are intended for cablecast on the PEG access channels and may not be used for

commercial purposes or the solicitation of funds, and subsequent use, whether or not for profit, must be authorized by CMF Management;

b. Community Media Center equipment and facilities are available to all eligible people at no cost for use in the production of programs for the channel, though some fees may be charged for membership or specific services.
c. PEG Access channel time is free of charge.

VIII. CHARGE SERVICES

a. Videotape Copies

Copies of programs may not be made without the expressed permission of the copyright owner of the program. When requested and approved, staff will make copies with a direct video/audio signal from one video unit to the next, no Time Base Correction, or other adjustments will be made.

a. Copy requests should include the videotape or recording media to be dubbed onto. Fees for tapes provided by CMF are as follows (inventory not guaranteed):
    1. 120 Min.VHS tapes - $2.50 each.
    2. 120 Min S-VHS tapes – $10.00 each
    3. 60 Min MiniDV tapes – $10.00 each
    4. Blank DVD Media - $2.50 each
b. Copy fees are as follows (videotape not included):
    5. Any format (available at the Community Media Center) to VHS –$5.00 each
    6. Copies between other formats - $7.50
c. Turnaround
    7. Copies will be completed within 5 business days.
    8. $10 extra fee for 24 hour turnaround
    9. $5 extra fee for 72 hour turnaround

d. Refunds
    10. Videotape fees will not be refunded, except for defective tapes.
    11. Copy fees will be refunded for technical flaws with copies that were not on the original videotape, beyond normal generational loss.
    12. Copy fees will be waived if the copy is not complete within 10 business days after initial request.
    13. Turnaround and copy fees will be refunded if the turnaround time is not met.

IX. RULE VIOLATIONS, SANCTIONS, LOSS OF PRIVILEGES

To ensure that the equipment and facilities remain available and in good working order, the following rules have been established. Any volunteer or staff member may report rule violations to the Station Manager. Upon verifying that a rule violation has occurred, the Station Manager will

issue a written statement to the volunteer describing the rule violation and sanctions. Sanctions will become effective immediately upon receipt of that statement.

Rule Violations

a. Major Violations

1. Failure to submit a program produced with Community Media equipment and/or facilities for initial cablecast on a CMF channel;
2. Abuse or vandalism of equipment and facilities;
3. Return of equipment in damaged or unworkable condition, beyond normal wear and tear,
4. Failure to return equipment through intent, negligence, loss, theft or any other reason;
5. Use of equipment and facilities for a purpose not related to production of a program for cablecast;
6. Removal of equipment from the Community Media center without proper checkout procedures and/or without signing a Field Production Equipment Sign Out form;
7. Reserving or checking out equipment or facilities for use by a non-certified volunteer or a volunteer on suspension;
8. Repeated breach of any of the Statement of Compliance warranties;
9. Failure to submit a signed Third Party Agreement before receiving payment for labor or production costs associated with a production in which CMF equipment and/or facilities were used;
10. Attempted equipment maintenance or disassembly;
11. Bringing controlled/illegal substances into CMF's facility.
12. Deleting another person's file(s) from a computer without authorization from staff.

e. Minor Violations

13. Failure to cancel equipment or facilities by the required time;
14. Late return of equipment without an extension authorized by a staff member;
15. Failure to vacate studio or editing facilities when the next scheduled volunteer has arrived;
16. Return of dirty equipment;
17. Leaving trash or debris in studio or editing facilities;
18. Operation of equipment or use of facilities in an incorrect, unsafe, or inappropriate manner, which might result in damage;
19. Improper packaging of equipment for transport;
20. Tardiness in excess of 30 minutes in claiming reserved equipment or facilities without an extension authorized by a staff member;
21. Reserving or checking out equipment for another volunteer unless specified and approved in advance;
22. Canceling equipment or facilities reservations two times with less than 3 days notice within a 30 day period;

23. Leaving a project on an editing computer for more than two weeks of inactivity.

f. Other Violations

Any conduct not specifically described in these policies will be treated as a major or minor infraction depending on the magnitude of the conduct.

Sanctions

Staff will file a written report on any suspension.

1. Major Violations

   A major rule violation results in immediate suspension from use of equipment, facilities for a period of one year and the volunteer must be re-certified. Where damage to or loss of equipment and/or facilities has occurred, suspension is in effect for one year or until full compensation is made whichever is longer. There are no written warnings prior to suspension in cases of Major Violations.

2. Minor Violations

   A Minor Violation will result in the following actions:

   a. Written warning for the first Minor violation;
   b. Suspension from equipment and facilities for a period of 90 days for the second Minor Violation;
   c. A third minor violation results in a suspension of one year and the volunteer must be re-certified.

3. Equipment Damage and Loss

   If equipment is damaged or lost while under contract to a volunteer, the volunteer will have equipment privileges suspended until full compensation is made or until an installment payment contract is signed with CMF. In the event that a volunteer fails to meet the terms of repayment, the volunteer shall be suspended from all equipment and facilities privileges and the case will be submitted to the Board of Directors for further action and resolution.

B. Volunteer Appeal Of Sanctions

1. A volunteer may appeal any violations by making a written statement to the Station Manager within two weeks of receiving the written warning. If suspension from equipment and facilities is imposed, the suspension will remain in effect throughout the appeal process. The Station Manager will investigate the circumstances surrounding the violation and will return a written report to the volunteer within two weeks.
2. The volunteer may continue the appeal process by submitting a written statement to the Board of Directors within the next two weeks. The Board of Directors will consider the appeal at its next regularly scheduled meeting (the written statement must be received one week prior to a meeting to be included in the agenda). At the meeting, the Board of Directors will look at the violation and its background and will decide to:
   a. Modify or rescind the penalties for a particular violation.
   b. Deny the appeal.
   c. Delay the appeal to another meeting of the Board of Directors.

If the Board of Directors delays the appeal, then the duration of the suspension will be taken into consideration until such a time as the Board of Directors can make a determination.

X. COMPLAINT PROCEDURE

A form is available at the CMF headquarters for the taking of complaints.

1. The form should be filled out with the complaint and signed by the person making the complaint and the staff member present.
2. The Executive Director or Operations Manager will note on the form how the complaint was resolved and notify the person filling out the form within ten days.
3. If the complaint is not resolved to satisfaction at that point, then the complaint form may be resubmitted at the studio to the attention of the Executive Committee, who will then review the complaint at their next meeting and make a determination, which will be put on file and then be forwarded to the concerned party by the Executive Director or Operations Manager.

XI. AMENDMENT OF THE COMMUNITY MEDIA CENTER POLICIES AND PROCEDURES

These Policies and Procedures may be amended at any meeting of the Directors of CMF where a quorum is present. Interim Policies and Procedures may be implemented at the discretion of the CMF Management subject to the approval of the full board at the next general board meeting.

Community Media of the Foothills
847 E. Olive Ave., Monrovia
626 357-4974
Kgemtv@gmail.com

Costs of Studio Rental & Event Coverage

Studio Rental

- Studio Rental with one Production Technician
  (Four- Hour Minimum)
  Cost **$125/hr**
- Additional Production Technician
  Cost **$65/hr**

Single Camera Event

- One Camera Operator / Director -
  DSLR/ENG Camera, Wireless Audio, Audio Digital Recorder, Travel Expenses
  (Four- Hour Minimum)
  Cost **$65/hr**
- One Video Editor - Basic Opening and Closing Titles, Lower 3rds, Catalogue Background music, Single post to YouTube, One Non-Menu DVD (Four- Hour Minimum)
  Cost **$55/hr**
- SINGLE CAMERA EVENT MINIMUM **- $480**

Multi Camera Switched Event

- Three Camera Operators (Four- Hour Minimum)
  Cost **$65/hr**
- One Producer / Technical Director (Four- Hour Minimum)
  Cost **$75/hr**
- One Equipment Package - Cameras, Switcher, Camera Audio, Digital Audio and Video Recorder, Cables, Misc Equipment, Local Travel Expenses
  Cost **$350**
- One Video Editor - Basic Opening and Closing Titles, Lower 3rds, Catalogue Background music, Single post to YouTube, One Non-Menu DVD (Four- Hour Minimum)
  Cost **$55/hr**
- MULTI-CAMERA SWITCHED EVENT MINIMUM - **$1585**

Duartean and Duartean Dispatch
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605 E. Huntington Dr., Suite 100
Monrovia, CA 91016
626-962-8811 ext. 40891

5007700

CITY OF DUARTE
1600 E. HUNTINGTON DRIVE
DUARTE, CA 91010

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of Los Angeles

I am a citizen of the United States, and a resident of the county aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of DUARTEAN and DUARTEAN DISPATCH, a newspaper of general circulation printed and published weekly in the City of Duarte, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, on the date of July 6, 1948, Case Number POMO C986. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

11/07/2020

I declare under the penalty of perjury that the foregoing is true and correct.

Executed at Monrovia, LA Co. California
On this 11th day of November, 2020.

Evangelin Almeida
Signature

(Space below for use of County Clerk Only)

Legal No. **0011422608**

CITY OF DUARTE
CITY COUNCIL
NOTICE OF PUBLIC HEARING

Notice is hereby given that the City Council of the City of Duarte will conduct a Public Hearing on Tuesday, November 24, 2020, at 7:00 p.m. in the City Hall Council Chambers, 1600 Huntington Drive, Duarte, California.

The City Council will solicit public input regarding the proposed use of the City of Duarte's federal Housing and Urban Development (HUD) Community Development Block Grant (CDBG) funding allocation for Fiscal Year 2021-2022 (July 1, 2021 – June 30, 2022). The City anticipates receiving an allocation of approximately $164,628 in federal CDBG funds through its participation in the Los Angeles Urban County's CDBG Program. Fiscal Year 2021-2022 CDBG funds of approximately $164,628 will be used to remove architectural and/or material barriers to improve safe paths of travel for elderly and/or severely disabled adults through the installation of Americans with Disabilities Act-Compliant (ADA) accessible improvements at City Hall.

Any interested party may submit comments electronically by emailing duarteinfo@accessduarte.com before or during the meeting, prior to the Public Hearing. If this matter is challenged in Court, there will be a limit to only those issues that were raised at the Public Hearing described in this Notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing. Written correspondence may be sent to Duarte City Hall, City Clerk's Office, 1600 Huntington Drive, Duarte, CA 91010. Further information may be obtained from the Community Development Department at (626) 357-7931. Si usted quiere hacer un comentario o quiere mas información sobre esta noticia, usted pueder llamar al numero (626) 357-7931.

Marla Akana
City Clerk

PUBLISHED: Duartean, Saturday, November 7, 2020 **Ad#11422608**

Agenda Item: 9A

CM Review:

Fiscal Review:

AGENDA REPORT

MEETING DATE:	November 24, 2020
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) 2021-2022 (July 1, 2021 – June 30, 2022).
RECOMMENDATION:	Staff recommends that the City Council: 1. Allocate approximately $164,628 in new FY 2021-2022 CDBG funding to the existing FY 2020-2021 CDBG Project, Installation of Americans with Disabilities Act-Compliant (ADA) Accessible Improvements at City Hall; 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 final funding allocations and/or as needed due to programmatic interpretations by the Los Angeles County Development Authority (LACDA).
FISCAL IMPACT:	$164,628 in new FY 2021-2022 CDBG Funds

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 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 1, 2021, including general project descriptions, budgets, and documentation of Council action and proof of public meeting

notification. For purposes of budgeting, staff estimates that the Fiscal Year (FY) 2021-2022 CDBG allocation will be approximately $164,628. The City's final FY 2021-2022 CDBG allocation will be announced by LACDA in spring 2021, and may vary within two to five percent of the proposed $164,628.

DISCUSSION/ANALYSIS

During the current Fiscal Year 2020-2021, CDBG funds totaling $240,607 have been allocated for CDBG Project (No. 602171-20) "Duarte City Hall Americans with Disabilities Act-Compliant (ADA) Improvement Project". The project includes removing architectural barriers that impede elderly and severely disabled persons safe paths of travel to City Hall from Huntington Drive, the City Hall parking lot, within the City Hall Courtyard area, and replace with ADA-compliant ramps, hand railings, and directional signage. CDBG funds will be used for construction costs and project administration costs including compliance with federal labor standards. Project design, engineering and project management will be the responsibility of City staff and/or outside consultants. Due to the impacts of COVID-19, this project has been postponed until FY 2021-2022. Thus, staff recommends that new FY 2021-2022 CDBG funds of approximately $164,628 be added to this project to increase the existing budget to a total of $405,235.

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.

Table 1 below shows the current use of FY 2020-2021 CDBG funds and proposed use of FY 2021-2022 CDBG funds:

Table 1 - Proposed CDBG Projects and Budgets for FY 2021-2022	
FY 2020-2021 CDBG Project: Duarte City Hall ADA Improvement Project	**$240,607**
New FY 2021-2022 Year Estimated CDBG Allocation	**$164,628**
***Total CDBG Program Funding Proposed for Duarte City Hall ADA Improvement Project**	**$405,235**
***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.	

RECOMMENDATION

Staff recommends that the City Council:

1. Allocate approximately $164,628 in new FY 2021-2022 CDBG funding to the existing FY 2020-2021 CDBG Project, Installation of Americans with Disabilities Act-Compliant (ADA) Accessible Improvements at City Hall;

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

FISCAL IMPACT

$164,628 in new FY 2021-2022 CDBG funds.

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626-962-8811 ext. 40891

(Space below for use of County Clerk Only)

5007700

CITY OF DUARTE
1600 E. HUNTINGTON DRIVE
DUARTE, CA 91010

Legal No. **0011424024**

NOTICE OF PUBLIC HEARING
TO BE HELD BY THE DUARTE CITY COUNCIL

NOTICE IS HEREBY GIVEN that, pursuant to State law, the City Council of the City of Duarte will hold a Public Hearing at 7:00 p.m., on Tuesday, November 24, 2020, in the Council Chambers, 1600 Huntington Drive, Duarte, California, to consider adding a new Chapter 5.68 to Title 5 Business Licenses and Regulations, establishing provisions for the License Requirements and Condition of Operations for Private Home Short Term Rentals.

Any interested party may submit comments electronically by emailing duarteinfo@accessduarte.com before or during the meeting, prior to the Public Hearing. If this matter is challenged in Court, there will be a limit to only those issues that were raised at the Public Hearing described in this Notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing. Written correspondence may be sent to Duarte City Hall, City Clerk's Office, 1600 Huntington Drive, Duarte, CA 91010-2592.

Further information may be obtained from Brian Villalobos, Director of Public Safety Services, phone (626) 357-7938.

Marla Akana
City Clerk

PUBLISH: Duartean, Saturday, November 14, 2020
POSTED: Duarte City Hall, Duarte Public Safety Office, Duarte Unified School District

11/3/20 **Ad#11424024**

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of Los Angeles

I am a citizen of the United States, and a resident of the county aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of DUARTEAN and DUARTEAN DISPATCH, a newspaper of general circulation printed and published weekly in the City of Duarte, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, on the date of July 6, 1948, Case Number POMO C986. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

11/14/2020

I declare under the penalty of perjury that the foregoing is true and correct.

Executed at Monrovia, LA Co. California
On this 19th day of November, 2020.

Evangelina Almeida

Signature

Agenda Item: 9B1

CM Review:

Fiscal Review:

AGENDA REPORT

MEETING DATE:	November 24, 2020
TO:	Mayor and Members of the City Council
FROM:	Brian Villalobos; Director of Public Safety
SUBJECT:	An Ordinance of the City Council of the City of Duarte, adding a new Chapter 5.68 to Title 5 Business Licenses and Regulations, establishing provisions for the License Requirements and Conditions of Operation for Private Home Short Term Rentals
RECOMMENDATION:	City Council adopts Chapter 5.68 to Title 5 Business Licenses and Regulations, establishing provisions for the License Requirements and Conditions of Operation for Private Home Short Term Rentals
FISCAL IMPACT:	With the adoption of Fee Resolution No. 20-R-33, adopting registration and inspection fees, there will be no fiscal impact, as the fees will fully offset the City's cost to administer the Private Home Short Term Rental Ordinance

BACKGROUND

At the regularly scheduled City Council meeting held on June 9, 2020, City Councilmember Liz Reilly requested that staff research Short Term Rental restrictions and bring back options for Council consideration. It should be noted, that in the past other Councilmembers have inquired if the City allows, prohibits, or restricts short term rentals. Additionally, staff has received calls from residents complaining about short term rentals and their impacts in residential neighborhoods (i.e. loud parties, obnoxious renters, illegal parking).

In response to the request by City Council, staff presented a Business Item for discussion and direction by City Council related to short term rentals at the regularly scheduled City Council meeting held on July 14, 2020. At that meeting, City Council directed staff to return with an ordinance establishing provisions for the license requirements and conditions of operation for short term rentals.

DISCUSSION/ANALYSIS

The City has determined that the rental of private homes on a short-term basis provides a community benefit by expanding the number and type of lodging facilities available and assists owners of private homes by providing revenue which may be used for maintenance and upgrades to these units.

However, the rental of private homes by the owners or by an authorized representative for temporary occupancy has also been identified as a community concern, due to the potential

for increased traffic, noise, and density in single family residential neighborhoods if these uses are not properly regulated.
Evidence has been presented to the City Council which indicates that regulation of these uses is necessary to protect the character of adjacent residential neighborhoods from the impacts of private home short term rental uses, and to protect visitors from units which are not properly maintained.
Ordinance No. 20-O-08 balances the needs of the property owner to rent out their private home for a short term with the needs of the community to address issues such as loud parties and illegal parking. Additionally, this ordinance allows the City to regulate short term rentals, with a means to address public nuisances, ensure the properties meet health and safety and building codes, and with the adoption of Fee Resolution No. 20-R-33 there will be no fiscal impact to the City.

RECOMMENDATION
City Council adopts Chapter 5.68 to Title 5 Business Licenses and Regulations, establishing provisions for the License Requirements and Conditions of Operation for Private Home Short Term Rentals.

FISCAL IMPACT
With the adoption of Fee Resolution No. 20-R-33, adopting registration and inspection fees, there will be no fiscal impact, as the fees will fully offset the City's cost to administer the Private Home Short Term Rental Ordinance.

ATTACHMENTS
Ordinance No. 20-O-08

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, ADDING A NEW CHAPTER 5.68 TO TITLE 5 BUSINESS LICENSES AND REGULATIONS, ESTABLISHING PROVISIONS FOR THE LICENSE REQUIREMENTS AND CONDITIONS OF OPERATION FOR PRIVATE HOME SHORT TERM RENTALS

WHEREAS, the City has determined that the rental of private homes on a short term basis to visitors provides a community benefit by expanding the number and type of lodging facilities available and assists owners of private homes by providing revenue which may be used for maintenance and upgrades to these units; and

WHEREAS, the rental of private homes by the owners thereof or by an authorized representative for temporary occupancy has also been identified as a community concern, due to the potential for increased traffic, noise, and density in single family residential neighborhoods if these uses are not properly regulated; and

WHEREAS, the number of occupants under such temporary rentals has the potential to exceed standards for the design capacity of such structures and to cause health and safety problems, and as such may constitute a danger to life and adjacent property; and

WHEREAS, the rental and advertising of private homes on a regular basis if left unregulated would not be consistent with the character of residential neighborhoods; and

WHEREAS, minimum health and safety standards are necessary to protect the occupants of private home short term rentals; and

WHEREAS, evidence has been presented to the City Council which indicates that regulation of these uses is necessary to protect the character of adjacent residential neighborhoods from the impacts of private home short term rental uses, and to protect visitors from units which are not properly maintained.

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

Section 1. Chapter 5.68 ("Short Term Rentals") is hereby added to the Duarte Municipal Code to read as follows:

Chapter 5.68 Short Term Rentals

Sections:

5.68.010 Definitions.
5.68.020 Registration and Licensing Requirements
5.68.030 Inspection Requirements
5.68.040 Sign and Notification Requirements
5.68.050 Standards and Conditions of Operation
5.68.060 Response to Complaints
5.68.070 Occupancy Standards
5.68.080 Advertising Regulations
5.68.090 Unregistered or Otherwise Non-Compliant Units
5.68.100 Enforcement Provisions – Ownership/Management
5.68.110 Enforcement Provisions – Occupants/Visitors
5.68.120 Enforcement Provisions - General

5.68.010 Definitions

Unless the contrary is stated or clearly appears from the context, the following definitions will govern the construction of the words and phrases used in this chapter.

(A) "**PUBLIC SAFETY DIRECTOR**" shall mean the public safety director of the City of Duarte, or his or her designee.

(B) **"PRIVATE HOME SHORT TERM RENTAL"** shall mean a residential dwelling unit (including either a single-family detached or multiple family attached unit) rented for the purpose of overnight lodging for a period of not less than one night and not more than thirty (30) consecutive days.

(C) **"MANAGING AGENT"** shall mean the owner of a private home short term rental, or a person, firm, or agency acting on behalf of the owner of the private home short term rental, including any person, firm, or agency owning or operating more than one private home short term rental.

(D) **"RULES AND REGULATIONS"** shall mean the owner's rules, regulations, policies, and procedures governing the renters use of the private home short term rental, which must include all of the following:

1. Identification of the day of the week the city's solid waste refuse hauler picks up refuse from the property, the locations of such pickup, the location where refuse containers are to be stored, and any recycling regulations applicable to the separation of solid waste collected at the site.
2. Summary of the city's noise ordinance regulations as pertain to the private home short term rental.
3. A telephone number for police, fire, and ambulance services, to contact in case of emergency.
4. If there are restrictions imposed on the private home short term rental by rules applicable to common unit developments, covenants, conditions, restrictions, homeowners' association rules, or the like summary of such restrictions.

5.68.020 Registration and Licensing Requirements

(A) Any managing agent who rents one or more private home short term rentals located within the City of Duarte shall be required to obtain a city business license.

(B) The managing agent of each unit to be used as a private home short term rental shall register each such unit with the City Finance Department prior to commencing the use. This registration shall be accompanied by the payment of a registration fee, in an amount established by resolution of the city council.

5.68.030 Inspection Requirements

Each dwelling unit used as a private home short term rental unit within the city is subject to the following inspection requirements.

(A) Any private home short term rental unit may be ordered to be inspected by the Public Safety Director, prior to commencement of any rental of same, which inspection shall be undertaken by a qualified inspector authorized and approved by the Public Safety Director to conduct such inspections. Such inspection shall be for the purposes of assuring the short term rental is in a clean, safe, and habitable condition, is free from zoning or other code violations, and contains all working appliances, lighting, and plumbing fixtures, and contains no condition or feature that would pose a threat or harm of injury to occupants. The license may be refused if the private home short term rental fails to meet these standards. The actual cost of such inspection, plus any administrative charges, shall be paid by the owner pursuant to Section 5.68.020 (B).

(B) After the initial inspection of any private home short term rental, that same unit may be ordered by the Public Safety Director to be re-inspected each successive year for as long as the unit is used as a private home short term rental. The actual cost of such inspection, plus any administrative charges, shall be paid by the managing agent pursuant to Section 5.68.020 (B). Completion of an annual inspection may be conducted at the time of license renewal.

5.68.040 Sign and Notification Requirements

(A) Each private home short term rental shall be equipped with no more than one external identification sign, not to exceed two square feet in area. No other advertising signs promoting or identifying the unit shall be permitted anywhere in residential zone districts. The required external identification sign shall be attached to the private home short term rental in a location which is clearly visible from the street, but outside of the public right of way. It shall not be nailed, attached or otherwise affixed to a tree or a plant. It shall clearly display all of the following information in lettering a minimum of three inches in height (and a corresponding width), of a color that contrasts with the background upon which it is placed, and made of night reflective material or paint:

1. The name of the managing agent of the unit, and a telephone number at which that party may be reached on a twenty-four (24) hour basis;

2. The maximum number of occupants permitted to stay in the unit;

3. The maximum number of vehicles allowed to be parked on the property; and

4. The telephone number of the city's designated complaint line or Public Safety Department.

(B) In addition to the exterior identification sign, each private home short term rental unit shall have a clearly visible and legible notice posted within the unit in a conspicuous and obvious location, containing all of the following information:

1. The maximum number of occupants permitted to stay in the unit;

2. The maximum number of vehicles allowed to be parked on the lot;

3. Notification that trash and refuse shall not be left or stored on the property;

4. The twenty-four (24) hour telephone number of the managing agent of the unit;

5. Notification of all parking regulations within the area, including but not limited to street sweeping restrictions and overnight parking restrictions and that violations are a citable and/or a towable offense;

6. Notification that failure to conform to the parking and occupancy requirements for the structure is a violation of the city's Municipal Code.

(C) Information on the permitted occupancy and parking capacity for each unit, and trash disposal requirements, shall be stated in the rental information and agreement provided to prospective renters, prior to their occupancy of the unit.

5.68.050 Standards and Conditions of Operation

(A) The managing agent shall be responsible for compliance with all applicable codes regarding fire, building and safety, health and safety, and other relevant laws.

(B) The managing agent shall be personally available by telephone on a twenty-four (24) hour basis to respond to calls regarding conditions at, or operation of the unit. Failure to respond to calls in a timely and appropriate manner may result in revocation of the business license authorizing the use. For purposes of this section, responding in a timely and appropriate manner shall mean that a response to an initial call shall be made within two hours of the time the call was made, and within twenty-four (24) hours of the initial call, corrective action shall be commenced to address any violation of this section.

(C) In-Person Registration. The managing agent shall, prior to entering into any agreement for the occupancy of a private home short term rental, conduct an in-person registration, which shall include the review with at least one adult occupant of the private home short term rental of the Rules and Regulations. At the time of such registration, the occupant shall be provided a complete, written copy of the Rules and Regulations, including the penalties associated with their violation, as well as any other occupancy rules associated with the private home short term rental. The registration material shall advise the registrant that the private home short term rental unit shall not be used for any use that is not permitted by applicable law, including, without limitation, the use of such unit for weddings, wedding receptions, business conferences and meetings, events for which admission or cover charges are collected, and other uses that go beyond the scope of residential occupancy. Such written copy shall be provided in at least twelve (12) point, type-faced font, and shall contain a space for acknowledgement, and be acknowledged, by the occupant as having read, understood and agreed-to such provisions.

(D) Registration Information. All managing agents must maintain a detailed and accurate record of their rental activity, including but not limited to guest identity information, rental dates, and records of any neighbor or other complaints received in connection with the condition or use of the private home short term rental. Such records shall be made available to the Public Safety Director upon request, which request is to be provided by not less than twenty four (24) hours' written notice. Managing Agents shall keep these records for a minimum of three (3) years and may be audited by the Public Safety Director to ensure compliance with this Chapter.

(E) Registration documentation for every private home short term rental shall include, at a minimum, the following information, as well as such other information as may be promulgated by the Director of Public Safety in implementing regulations:

1. Number of vehicles permitted to be parked at each private home short term rental unit.

2. The number of persons staying overnight (past eleven p.m.) at the private home short term rental unit.

3. Financially responsible occupant(s), including the California driver's license number or California identification number, mailing address, and phone number.

(F) Local Management. In order to ensure timely responses, unless the owner of the private home short term rental resides within fifteen (15) miles from the city's boundaries and serves as his or her own managing agent, such owner shall engage the services of a managing agent that maintains a physical presence within fifteen (15) miles from the city's boundaries.

(G) The maximum occupancy of a private home short term rental shall be two persons per one hundred (100) square feet of building area, excluding garages or other accessory buildings; provided, however, that in no case may the overnight occupancy of a private home short term rental unit exceed ten (10) people.

(H) Private home short term rentals shall be operated consistent with all of the following standards:

1. Only properties located within residential zones may be used as private home short term rentals.

2. Required signs and notices must be posted, and street address of each unit must be legible from the street.

3. Smoke detectors shall be installed within each sleeping room and at a point centrally located in the corridor or area giving access to each separate sleeping room. Battery-operated smoke detectors are acceptable provided that they are maintained in good working order at all times, except as required by other applicable codes.

4. Carbon Monoxide Alarms shall be installed in the following locations: (i) outside of each separate dwelling unit sleeping area in the immediate vicinity of the bedroom(s). (ii) On every level of a dwelling unit including basements. (iii) Where a fuel burning appliance is located within a bedroom or its attached bathroom, a carbon monoxide alarm shall be installed within the bedroom.

5. If there is a fireplace or solid fuel barbeque, the private home short term rental shall be equipped with a minimum five gallon metal container with a tight fitting lid for ash disposal, which is clearly labeled. Instructions on storage or placement of

ashes shall be stated in the rental agreement and on the notice posted within each unit (i.e., do not place can on or near any furniture or other combustible material; ashes must be wet down thoroughly with water; ash can must be stored outside with a minimum of three feet clearance from building, porch, trees, or combustible vegetation; lid must remain on ash can when used for storage).

6. Furniture and other combustible material shall be kept a minimum of fifty-four (54) inches from fireplace openings and a minimum of thirty (30) inches from the front of wall or floor heaters, or as required by the manufacturer.

7. Flammable liquid storage is prohibited except in garages where up to five gallons of fuel may be stored in approved containers for maintenance purposes. This requirement excludes fuel tanks in vehicles.

8. Any locking mechanism on exterior doors must be operable from inside the unit without the use of a key, code, password, or special knowledge or effort. If the dwelling unit is greater than three thousand (3,000) square feet in area, two exit doors shall be required, each of which shall conform to this requirement.

9. Private home short term rentals shall be maintained in a clean and sanitary condition and free from hazards.

10. There shall be no exposed wiring or overloaded electrical circuits.

11. There shall be no permanent use of extension cords for appliances, heaters, lamps or other fixtures.

12. There shall be no leaking fixtures, or clogged or leaking wastewater lines.

13. Faucets and fixtures shall be maintained in working condition.

14. Showers, sinks and bathing facilities shall be clean and shall drain properly.

15. There shall be no evidence of pest or vector infestations.

16. Bedroom windows shall be operable to allow for emergency egress.

17. There shall be at least one properly maintained screened window per room, to allow for adequate interior ventilation.

18. There shall be no accumulation or storage of trash and/or debris on the site or within the unit; trash shall be removed from the premises after each occupancy.

19. All steps, stairways, decks, and railings shall be stable and structurally sound.

20. Fireplaces shall be equipped with screens that are adequate to prevent sparks or rolling logs from escaping the fireplace opening.

21. All appliances, including but not limited to kitchen appliances, furnaces and water heaters, shall be operational.

22. Any hot tubs, pools, and spas shall be fenced with a self-closing locking latch or equipped with an approved cover with approved locking mechanisms as required by state and local law, and shall be maintained in a safe and sanitary condition.

23. Emergency exit routes shall be illuminated with a battery-operated emergency light, so as to provide for safe exiting in the event of electrical failure.

24. Exits shall remain clear of storage, debris, or impedance at all times.

25. Parking shall be provided on-site to meet the occupancy of each private home short term rental at a ratio of not less than one parking space per bedroom. Parking spaces may include garage, carport and driveway spaces, and may allow for tandem parking.

26. Disaster Evacuation Plans – managing agents are responsible for providing for the evacuation of any guest, either by connecting a guest with local resources or personally removing them from the area. In addition, managing agents must actively prepare their property for disasters, such as brush clearance and securing top heavy furniture/appliances to the wall.

27. If a property is under an evacuation warning or a mandatory evacuation, managing agents must cancel the booking and provide refunds for any cancellations due to an evacuation.

28. Survival Kits – As part of disaster planning, all private home short term rentals must have a survival kit available to occupants during times of rental, which includes water, food, flashlight, radio, and batteries. Water and food must be provided for each of the occupants and must be enough to last seven (7) days. This kit must be maintained in good order and must be clearly identified in the unit.

29. Medical Kits – All units must have a basic first aid kit identified and available. Emergency services contact information must be included.

5.68.060 Response to Complaints

Response/Response Time. Following the receipt by any managing agent of any complaint (whether in writing, verbally, by electronic correspondence, or by any other tangible means) alleging a violation of this section, such managing agent shall provide a response within two hours of receipt of such complaint. For purposes of this paragraph, a "response" shall mean a physical presence at the subject property by the managing agent in which the occupant in charge of the private home short term rental is advised of the nature of the complaint and a correction of any violation is made, or if contact with such occupant is not required to resolve the complaint, the subject of the complaint is resolved, including the correction of any violation of this section. If the nature of the violation involves an action that would take more than two hours, the violation shall be deemed resolved (but only for purposes of computing the response time required by this paragraph) if the owner or managing agent notifies the Public Safety Director of the nature of the complaint and thereafter diligently pursues the completion of the correction of the violation. Each managing agent shall keep a written log of the times and nature of complaints received, which written log shall be made available to the city, upon twenty four (24) hour written request by the city. Occupants or visitors violating the provisions of this section and refusing to comply with the instructions of the managing agent shall be ordered to vacate the premises by the managing agent in accordance with provisions contained within the rental agreement.

5.58.070 Occupancy Standards

Each occupant and visitor to a private home short term rental shall comply with all applicable provisions of this Code, including, without limitation, noise standards, anti-littering laws, occupancy limits, parking, public intoxication, and trespassing provisions. No occupant or visitor to a private home short term rental shall cause or permit a public nuisance to be maintained on such property.

5.58.080 Advertising Regulations

(A) No managing agent shall advertise any private home short term rental in such a manner as to promote such unit for a use that is not permitted by applicable law, including, without limitation, the use of such unit for weddings, wedding receptions, business conferences and meetings, events at which admission or a cover charge is collected, commercial use, and other uses that violate the city's Municipal and Development Code.

(B) The penalty for violation of this paragraph shall be as follows. Following notification by the Director of Public Safety, managing agent shall actively cease all advertising that is not in compliance with this paragraph within the following timeframes:

(1) Forty eight (48) hours for any and all signs and internet-based ads.

(2) By the next publication date for printed media advertising provided by a bona fide third party publisher.

(3) Prior to next media release for all other media advertisements. The Director of Public Safety's written notification shall be sent to the managing agent for such unit. If such written advertising is not corrected within the above-referenced time, the penalty for each and every day following such time frame shall be punished with an administrative fine of two hundred dollars ($200.00); provided, however, that for purposes of this section, one publication or media release lasting no longer than the above-referenced time frame shall constitute a single violation. For any violation of the same provisions within the same twelve (12) month period, the penalty for each and every day in which any violation of this paragraph exists shall be an administrative fine with a penalty of five hundred dollars ($500.00).

5.58.090 Unregistered or Otherwise Non-Compliant Units

In the event any managing agent unlawfully causes or permits the rental or occupancy of a private home shot term rental without first registering such unit in compliance with Section 5.68.020 (B), or if such private home short term rental is otherwise in violation of this section, such managing agent shall be deemed to be in violation of this section, and subject to an administrative fine of one hundred dollars ($100). In such event, following a verbal warning, such managing agent shall either: cause the renter and any and all occupants of such non-registered unit to vacate the unit immediately and provide an alternative rental location to such tenant and occupant(s), at no additional cost or expense to such tenant or occupant(s); or if the violation of this section can be corrected, correct the violation immediately. In the event such managing agent, fails to do so, such managing agent, shall, in addition to any other remedies available to the city, be subject to the penalties provided in Section 5.58.100.

5.58.100 Enforcement Provisions – Ownership/Management

(A) The following penalties shall apply to the following persons, who shall be legally responsible for violations of this section.

1. For the first violation, the owner or managing agent shall be provided a written warning by the Director of Public Safety.
2. Any managing agent causing or permitting to be caused a second violation of the same provision, at the same property, within a twelve (12) month period shall be

punished with an administrative fine of two hundred dollars ($200.00). Written notice of such second violation shall be provided by the Director of Public Safety to the owner or managing agent.

3. Any managing agent causing or permitting to be caused a third violation of the same provision, at the same property, within a twelve (12) month period shall be punished with an administrative fine of five hundred dollars ($500.00). In addition, for any such third violation during such twelve (12) month period, the unit(s) subject to such violations shall, as a penalty, have his or her unit registration revoked and be removed from the private home short term rental program for a twelve (12) consecutive month period, commencing with the expiration of appeal time or the date of judgment.
4. Any managing agent causing or permitting to be caused more than five violations of this section, or any combination thereof (exclusive of the verbal warnings pursuant to paragraph (A) (1)), irrespective of whether such violations occur on the same or multiple properties, within a twelve (12) month period shall be punished with an administrative fine of five hundred dollars ($500.00), and shall constitute grounds for revocation of the managing agent's City business license of the management agency for a period of twelve (12) months pursuant to Section 5.04.240 (a)(2) of this Code.

5.58.110 Enforcement Provisions – Occupants/Visitors

(A) The following penalties shall apply to any occupant or visitor of a private home short term rental unit, each of whom shall be responsible for compliance with Section 5.58.070.

1. For the first violation, the managing agent, or the city shall provide a verbal warning to the occupant or visitor, which verbal warning shall be noted in writing by such managing agent, or the director of public safety, as applicable. In addition, the owner shall be notified (verbally or in writing) of such violation, which notification shall include the nature of the violation, and which notification shall, if made verbally, be noted in writing by the managing agent, or the city, as applicable.

2. Any occupant or visitor of a private home short term rental unit causing or permitting to be caused a second violation of the same provision, at the same property, within a twelve (12) month period shall be punished with an administrative fine of two hundred dollars ($200.00).

3. Any occupant or visitor of a private home short term rental unit causing or permitting to be caused a third or additional violations of the same provision, at the same property, within a twelve (12) month period shall be punished with an administrative fine of five hundred dollars ($500.00).

5.58.120 Enforcement Provisions – General

(A) Every act prohibited or declared unlawful and every failure to perform an act made mandatory by this section is punishable as an infraction and/or administrative fine. Every person who causes, aids, abets or conceals a violation of this section is guilty of violating this section, respectively. Each person, firm or corporation shall be

deemed guilty of a separate offense for each day or portion thereof during which any violation of any provision of this section is committed, continued or permitted by such person, firm or corporation.

(B) Violations of this section shall be treated as a strict liability offense regardless of intent. However, in either a civil, criminal or administrative action or proceeding, when determining whether or not to prosecute any owner or managing agent for violations caused by an occupant, or the extent to which such owner or managing agent shall be prosecuted for a violation caused by an occupant, the city shall consider the good faith efforts of the respective owner or property manager to reduce the likelihood of such violation(s).

(C) In addition to the remedies provided by this section or elsewhere by law, any condition caused or permitted to exist in violation of any of the provisions of this section shall be deemed a public nuisance and may be enjoined or abated by the city by means of a civil action or administrative abatement pursuant to Chapter 1.08 of this Code, and each day such condition continues shall be regarded as a new and separate offense.

(D) In any civil, criminal or administrative action or proceeding commenced by the city to abate a nuisance, to enjoin a violation of any provision of this section, or to collect a civil penalty imposed by this section, the city shall, if it is the prevailing party, be entitled to recover from the defendant in any such action reasonable attorneys' fees and costs of suit.

Section 2. The City Council intends this Ordinance to supplement, not to duplicate or contradict, applicable state and federal laws, and this Ordinance shall be construed in light of that intent.

Section 3. If any section, subdivision, paragraph. sentence, clause or phrase, or portion of this Ordinance or the application thereof to any person, place, is for any reason held to be invalid of unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remainder of this Ordinance. The City Council of the City of Duarte hereby declares that it would have adopted this ordinance, and each and every section, subsection, subdivision, sentence, clause phrase, or portion thereof, irrespective of the fact that any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional. To this end, the provisions of this Ordinance are declared to be severable.

Section 4. The adoption of this Resolution approving the license requirements and conditions of operation of private home short term rentals is statutorily exempt for the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15273 of the State CEQA Guidelines (14 C.C.R. Sec. 15273) and is additionally and independently exempt from CEQA analysis pursuant to State CEQA Guidelines Section 15061(bX3) [14 C.C.R. Sec. 15061 15061(bX3)] which sets forth the rule that "CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."

Section 5. The City Clerk shall certify as to the adoption of this Ordinance and shall cause this Ordinance to be posted in the manner provided for in the Duarte Municipal Code.

Section 6. This ordinance shall take effect thirty (30) days following its second reading.

PASSED, APPROVED, AND ADOPTED this 8th day of December, 2020.

_____
Mayor

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

I, Marla Akana, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Ordinance No. _____was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 8th day of December, 2020, by the following Roll Call vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

_____
City Clerk Marla Akana
City of Duarte, California

Duartean and Duartean Dispatch
Affiliated with SGV Newspaper Group
605 E. Huntington Dr., Suite 100
Monrovia, CA 91016
626-962-8811 ext. 40891

(Space below for use of County Clerk Only)

5007700

CITY OF DUARTE
1600 E. HUNTINGTON DRIVE
DUARTE, CA 91010

Legal No. **0011424026**

NOTICE OF PUBLIC HEARING
TO BE HELD BY THE DUARTE CITY COUNCIL

NOTICE IS HEREBY GIVEN that, pursuant to State law, the City Council of the City of Duarte will hold a Public Hearing at 7:00 p.m., on Tuesday, November 24, 2020, in the Council Chambers, 1600 Huntington Drive, Duarte, California, to consider adopting a resolution establishing a fee for Private Home Short Term Rental registration.

Any interested party may submit comments electronically by emailing duarteinfo@accessduarte.com before or during the meeting, prior to the Public Hearing. If this matter is challenged in Court, there will be a limit to only those issues that were raised at the Public Hearing described in this Notice, or in written correspondence delivered to the City Council at, or prior to, the Public Hearing. Written correspondence may be sent to Duarte City Hall, City Clerk's Office, 1600 Huntington Drive, Duarte, CA 91010-2592.

Further information may be obtained from Brian Villalobos, Director of Public Safety Services, phone (626) 357-7938.

Marla Akana
City Clerk

PUBLISH: Duartean, Saturday, November 14, 2020
POSTED: Duarte City Hall, Duarte Public Safety Office, Duarte Unified School District

11/3/20 **Ad#11424026**

PROOF OF PUBLICATION
(2015.5 C.C.P.)

STATE OF CALIFORNIA
County of Los Angeles

I am a citizen of the United States, and a resident of the county aforesaid; I am over the age of eighteen years, and not a party to or interested in the above-entitled matter. I am the principal clerk of the printer of DUARTEAN and DUARTEAN DISPATCH, a newspaper of general circulation printed and published weekly in the City of Duarte, County of Los Angeles, and which newspaper has been adjudged a newspaper of general circulation by the Superior Court of the County of Los Angeles, State of California, on the date of July 6, 1948, Case Number POMO C986. The notice, of which the annexed is a true printed copy, has been published in each regular and entire issue of said newspaper and not in any supplement thereof on the following dates, to wit:

11/14/2020

I declare under the penalty of perjury that the foregoing is true and correct.

Executed at Monrovia, LA Co. California
On this 19th day of November, 2020.

Evangelina Almeida
Signature

Agenda Item: 9B2

CM Review:

Fiscal Review:

AGENDA REPORT

MEETING DATE:	November 24, 2020
TO:	Mayor and Members of the City Council
FROM:	Brian Villalobos; Director of Public Safety
SUBJECT:	Resolution No. 20-R-33 adopting a registration fee for Private Home Short Term Rentals
RECOMMENDATION:	City Council adopts Resolution No. 20-R-33 adding a registration fee for Private Home Short Term Rentals
FISCAL IMPACT:	No fiscal impact, as the fees collected will fully offset the City's cost to administer the Private Home Short Term Rental Ordinance

BACKGROUND

The Duarte City Council at its regularly scheduled meeting of November 24, 2020, is considering adopting Ordinance No. 20-O-08 adding Chapter 5.68 to Title 5 Business Licenses and Regulations, establishing provisions for the License Requirements and Conditions of Operation for Private Home Short Term Rentals.

DISCUSSION/ANALYSIS

If the Duarte City Council adopts Ordinance No. 20-O-08, Section 5.68.020 (B) of the Private Home Short Term Rental ordinance states that the City may charge a fee to register each unit, as established by resolution of the City Council.

The attached short term rental fee worksheet denotes the cost of registration per unit (Section 5.68.020 (B)) and the cost to inspect each unit (Section 5.68.030 (B)).

The recommended registration fee as such would be $288.00 per unit, which would equate to total cost recovery.

RECOMMENDATION

City Council adopts Resolution No. 20-R-33 adding a registration fee for Private Home Short Term Rentals.

FISCAL IMPACT

No fiscal impact, as the fees collected will fully offset the City's cost to administer the Private Home Short Term Rental Ordinance.

ATTACHMENTS

Ordinance No. 20-R-33

Short Term Rental Fee Worksheet

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, AMENDING THE SCHEDULE OF FEES AND CHARGES FOR CITY SERVICES RELATED TO LICENSE REQUIREMENTS AND CONDITIONS OF OPERATION FOR PRIVATE HOME SHORT TERM RENTALS

WHEREAS, the City Council adopted Resolution No. 16-28 on October 11, 2016, establishing a schedule of fees and charges for City services; and

WHEREAS, the City has established a policy of recovering the full costs reasonably borne of providing special services of a voluntary and limited nature, such that general taxes are not diverted from general services of a broad nature and thereby utilized to subsidize unfairly and inequitably such special services; and

WHEREAS, the City Council introduced Ordinance No. 20-O-08 on November 24, 2020, to amend the Duarte Municipal Code by adding Chapter 5.68 to Title 5 Business Licenses and Regulations, establishing provisions for the License Requirements and Conditions of Operation for Private Home Short Term Rentals; and

WHEREAS, section 5.68.020 (B) of the Private Home Short Term Rental ordinance states that the City may charge a fee to register each unit, as established by resolution of the City Council;

NOW, THEREFORE, the City Council of the City of Duarte resolves as follows:

SECTION 1. FEE SCHEDULE AMENDMENT. The schedule of fees and charges is hereby amended to add the following:

Private Home Short Term Rental Registration Fee - $288.00

SECTION 2. BASIS OF CHARGES. The City Council finds and determines that the charges imposed by this resolution are necessary to cover the costs of providing the specified services, and that such charges do not exceed the reasonable costs of providing said services.

SECTION 3. The adoption of this Resolution approving a fee for private home short rental registration is statutorily exempt for the requirements of the California Environmental Quality Act (CEQA) pursuant to Section 15273 of the State CEQA Guidelines (14 C.C.R. Sec. 15273) and is additionally and independently exempt from CEQA analysis pursuant to State CEQA Guidelines Section 15061(bX3) [14 C.C.R. Sec. 15061 (b) (3)] which sets forth the rule that "CEQA applies only to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA."

PASSED, APPROVED, AND ADOPTED this 24th day of November, 2020.

_____

Mayor Samuel Kang

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

I, Marla Akana, 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. 20-33 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 24th day of November, 2020, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

_____

City Clerk Marla Akana
City of Duarte, California

CITY OF DUARTE - SERVICE CHARGE WORKSHEET

SERVICE CHARGE TITLE:	DEPARTMENT:	DATE:
Short Term Rental Registration Fee	**Administrative Services**	
Duarte Municipal Code 5.68.020 (B)		24-Nov-20

SERVICE DESCRIPTION:

Registration of short term rental unit per D.M.C. 5.68.020 (B) and inspection of unit per D.M.C. 5.68.030 (B)

PERSONNEL COSTS:

POSITIONS	HOURLY RATE	HRS REQ'D	UNIT COST
Public Safety Manager	$62.03	0.50	$31.02
Accounting Specialist	$41.28	0.50	$20.64
PS Department Secretary	$38.25	0.15	$5.74
Code Compliance/Animal Control Officer	$45.53	1.50	$68.30

MATERIALS, SUPPLIES & MISC. COSTS:

DESCRIPTION	PURCH. COST	VOLUME	COST	USAGE	UNIT COST
Regular Laser Print Paper, Letter			$0.09	5	0.45

EQUIPMENT USAGE COST:

DESCRIPTION	PURCH. COST	LIFE	COST	USAGE	UNIT COST
Vehicle (Miles)	$36,000.00	100,000	$2.78	10	27.78

SUMMARY:

DIRECT COST	INDIRECT RATE	TOTAL COST	PRIOR FEE	REC. FEE	PERCENT
$153.92	87.1%	$287.98	-	288.00	100%

SUBSIDY RATIONALE:

N/A

Agenda Item: 10.A
CM Review:
Fiscal Review:

AGENDA REPORT

MEETING DATE:	November 24, 2020
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
RECOMMENDATION:	It is recommended that the City Council approve a revised Citywide Salary and Pay Schedule that is attached as Exhibit A and adopt Resolution No. 20-34
FISCAL IMPACT:	The estimated increase to part time salaries is approximately $13,000 in fiscal year 2020/21. Relative to the scale of the total part time salary budget and the total budgeted expenses as a whole, a budget amendment is not necessary.

BACKGROUND

In May 2016, the California legislature passed an unprecedented statewide minimum wage hike plan that would take place over a six year span for employers with 26 or more employees. By 2023, the minimum wage across California will be $15 per hour. Adjusted for inflation, this will be higher than any statewide minimum wage in U.S. history.

DISCUSSION/ANALYSIS

As part of the progression of wage hikes, as of January 1, 2021, the minimum wage will increase to $14 per hour. Thus, eleven of the City's existing part time positions (Aerobics Instructor, Assistant Boxing Trainer, Boxing Trainer, College Intern, Custodian, Lifeguard, Lifeguard/Instructor, Pool Manager, Recreation Leader, Recreation Specialist, and Trail Maintenance Crew) were in need of 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.

Attached please find Resolution No. 20-34 adjusting the hourly rate schedule for eleven part time positions on the City-Wide Salary and Pay Schedule.

The next increase will take place in January 2022 and will increase the minimum wage to $15 per hour. Staff has already prepared a draft plan for proposed increases based on surveyed information for the 2022 minimum wage increase that will be finalized for review and approval next year.

RECOMMENDATION

It is recommended that the City Council approve the attached Resolution No. 20-34, adjusting the hourly rate schedule for compliance with the new minimum wage requirements as shown on the attached City-Wide Salary and Pay Schedule. The new schedule would go into effect on January 1, 2021.

FISCAL IMPACT

The estimated part time salary expenses in 2020/21 is more than $570,000. The minimum wage increase is estimated to increase costs by less than $13,000. Relative to the scale of the part time salary budget and the total budgeted expenses as a whole, a budget amendment is not necessary.

ATTACHMENTS

Resolution No. 20-34 and Exhibit A – Salary Schedule Effective January 1, 2021.

RESOLUTION NO.

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. In May 2016, the California legislature passed a statewide minimum wage hike. As of January 1, 2021, the minimum wage will increase to $14.00 per hour. Thus, eleven of the City's existing part time positions (Aerobics Instructor, Assistant Boxing Trainer, Boxing Trainer, College Intern, Custodian, Lifeguard, Lifeguard/Instructor, Pool Manager, Recreation Leader, Recreation Specialist, 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, 2021. 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 24th day of November 2020

_____
Mayor Samuel Kang

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

I, Marla Akana, 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. 20-34 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 24th day of November 2020, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

_____
City Clerk Marla Akana
City of Duarte, California

Exhibit A

CITY OF DUARTE CITY-WIDE SALARY AND PAY SCHEDULE

Effective January 1, 2021 unless otherwise stated

EXECUTIVE

POSITION	Hourly	Monthly	Annually
City Councilmember		$ 550.00	$ 6,600
City Manager	$ 117.68	$ 20,398	$ 244,774

EPARTMENT 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	$ 75.06	$ 13,011	$ 77.74	$ 13,475	$ 80.41	$ 13,937	$ 83.07	$ 14,397	$ 85.72	$ 14,859	$ 88.38	$ 15,320	$ 91.05	$ 15,783
Human Resources Manager	$ 41.25	$ 7,149	$ 42.80	$ 7,419	$ 44.34	$ 7,684	$ 45.87	$ 7,951	$ 47.42	$ 8,219	$ 48.95	$ 8,486	$ 50.50	$ 8,752

ANAGEMENT & 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	$ 38.04	$ 6,594	$ 39.25	$ 6,804	$ 40.45	$ 7,011	$ 41.66	$ 7,221	$ 42.86	$ 7,429	$ 44.08	$ 7,641	$ 45.28	$ 7,849
Assistant to the City Manager	$ 49.18	$ 8,524	$ 50.62	$ 8,774	$ 52.05	$ 9,022	$ 53.50	$ 9,274	$ 54.95	$ 9,524	$ 56.40	$ 9,776	$ 57.86	$ 10,030
Associate Civil Engineer	$ 43.48	$ 7,536	$ 45.07	$ 7,812	$ 46.66	$ 8,088	$ 48.26	$ 8,365	$ 49.84	$ 8,640	$ 51.45	$ 8,917	$ 53.04	$ 9,194
Associate Planner	$ 38.95	$ 6,752	$ 40.26	$ 6,979	$ 41.58	$ 7,208	$ 42.91	$ 7,438	$ 44.23	$ 7,667	$ 45.56	$ 7,898	$ 46.89	$ 8,128
City Clerk	$ 46.76	$ 8,106	$ 48.12	$ 8,342	$ 49.47	$ 8,575	$ 50.83	$ 8,811	$ 52.17	$ 9,045	$ 53.54	$ 9,280	$ 54.91	$ 9,517
Deputy City Manager	$ 54.09	$ 9,378	$ 55.69	$ 9,652	$ 57.26	$ 9,926	$ 58.86	$ 10,201	$ 60.44	$ 10,477	$ 62.04	$ 10,754	$ 63.65	$ 11,032
Director of Community Development	$ 69.62	$ 12,067	$ 72.31	$ 12,534	$ 74.99	$ 12,999	$ 77.69	$ 13,466	$ 80.38	$ 13,932	$ 83.06	$ 14,397	$ 85.76	$ 14,864
Director of Parks & Recreation	$ 65.98	$ 11,436	$ 68.12	$ 11,809	$ 70.27	$ 12,180	$ 72.41	$ 12,552	$ 74.56	$ 12,925	$ 76.71	$ 13,296	$ 78.85	$ 13,666
Director of Public Safety Services	$ 65.98	$ 11,436	$ 68.12	$ 11,809	$ 70.27	$ 12,180	$ 72.41	$ 12,552	$ 74.56	$ 12,925	$ 76.71	$ 13,296	$ 78.85	$ 13,666
Facilities Maintenance Supervisor	$ 34.77	$ 6,027	$ 36.10	$ 6,258	$ 37.45	$ 6,490	$ 38.77	$ 6,721	$ 40.11	$ 6,952	$ 41.45	$ 7,184	$ 42.77	$ 7,414
Field Services Manager	$ 51.86	$ 8,989	$ 53.63	$ 9,295	$ 55.38	$ 9,599	$ 57.15	$ 9,906	$ 58.90	$ 10,210	$ 60.67	$ 10,516	$ 62.44	$ 10,821
Financial Services Manager	$ 45.56	$ 7,898	$ 47.16	$ 8,172	$ 48.73	$ 8,447	$ 50.31	$ 8,721	$ 51.89	$ 8,995	$ 53.48	$ 9,270	$ 55.08	$ 9,547
Information Technology Manager	$ 51.86	$ 8,989	$ 53.63	$ 9,295	$ 55.38	$ 9,599	$ 57.15	$ 9,906	$ 58.89	$ 10,208	$ 60.66	$ 10,516	$ 62.43	$ 10,821
Planning Manager	$ 55.57	$ 9,631	$ 57.33	$ 9,938	$ 59.09	$ 10,243	$ 60.86	$ 10,549	$ 62.64	$ 10,857	$ 64.40	$ 11,162	$ 66.16	$ 11,468
Public Safety Manager	$ 55.57	$ 9,631	$ 57.33	$ 9,938	$ 59.09	$ 10,243	$ 60.86	$ 10,549	$ 62.64	$ 10,857	$ 64.40	$ 11,162	$ 66.16	$ 11,468
Public Works Manager	$ 52.48	$ 9,097	$ 54.14	$ 9,383	$ 55.79	$ 9,670	$ 57.45	$ 9,958	$ 59.10	$ 10,245	$ 60.76	$ 10,533	$ 62.43	$ 10,821
Recreation Superintendent	$ 46.10	$ 7,990	$ 47.72	$ 8,271	$ 49.34	$ 8,553	$ 50.97	$ 8,834	$ 52.59	$ 9,115	$ 54.22	$ 9,398	$ 55.85	$ 9,680
Recreation Supervisor	$ 34.77	$ 6,027	$ 36.10	$ 6,258	$ 37.45	$ 6,490	$ 38.77	$ 6,721	$ 40.11	$ 6,953	$ 41.45	$ 7,184	$ 42.78	$ 7,415
Senior Planner	$ 48.59	$ 8,422	$ 50.12	$ 8,687	$ 51.66	$ 8,954	$ 53.20	$ 9,221	$ 54.73	$ 9,486	$ 56.27	$ 9,753	$ 57.81	$ 10,020
Transportation Supervisor	$ 37.89	$ 6,568	$ 39.39	$ 6,828	$ 40.92	$ 7,092	$ 42.42	$ 7,353	$ 43.94	$ 7,616	$ 45.46	$ 7,880	$ 46.98	$ 8,141

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	$ 32.27	$ 5,594	$ 33.46	$ 5,799	$ 34.64	$ 6,005	$ 35.83	$ 6,212	$ 37.04	$ 6,419	$ 38.23	$ 6,626	$ 39.42	$ 6,834
Accounting Specialist	$ 28.36	$ 4,915	$ 29.32	$ 5,084	$ 30.30	$ 5,252	$ 31.28	$ 5,421	$ 32.24	$ 5,589	$ 33.22	$ 5,759	$ 34.19	$ 5,927
Administrative Assistant - City Manager's Office	$ 22.26	$ 3,858	$ 23.13	$ 4,008	$ 24.00	$ 4,160	$ 24.88	$ 4,311	$ 25.75	$ 4,462	$ 26.62	$ 4,614	$ 27.49	$ 4,765
Administrative Secretary	$ 25.75	$ 4,462	$ 26.74	$ 4,633	$ 27.73	$ 4,806	$ 28.72	$ 4,977	$ 29.70	$ 5,149	$ 30.68	$ 5,319	$ 31.67	$ 5,490
Assistant Planner	$ 31.00	$ 5,375	$ 32.21	$ 5,583	$ 33.42	$ 5,793	$ 34.64	$ 6,003	$ 35.84	$ 6,107	$ 37.05	$ 6,423	$ 38.26	$ 6,632
Bus Driver	$ 23.63	$ 4,096	$ 24.41	$ 4,230	$ 25.19	$ 4,365	$ 25.96	$ 4,500	$ 26.75	$ 4,637	$ 27.54	$ 4,772	$ 28.32	$ 4,909
Civil Engineering Technician	$ 27.90	$ 4,837	$ 29.07	$ 5,039	$ 30.24	$ 5,242	$ 31.40	$ 5,443	$ 32.58	$ 5,647	$ 33.75	$ 5,850	$ 34.91	$ 6,052
Clerk/Typist Receptionist	$ 21.23	$ 3,681	$ 22.00	$ 3,814	$ 22.77	$ 3,947	$ 23.53	$ 4,079	$ 24.30	$ 4,213	$ 25.08	$ 4,346	$ 25.87	$ 4,484
Code Compliance / Animal Control Officer	$ 30.15	$ 5,226	$ 31.41	$ 5,444	$ 32.66	$ 5,661	$ 33.92	$ 5,880	$ 35.18	$ 6,098	$ 36.44	$ 6,316	$ 37.69	$ 6,533
Community Development Technician	$ 25.42	$ 4,406	$ 26.33	$ 4,563	$ 27.23	$ 4,721	$ 28.15	$ 4,878	$ 29.05	$ 5,036	$ 29.96	$ 5,193	$ 30.87	$ 5,315
Council Aide - City Manager's Office	$ 21.73	$ 3,767	$ 22.33	$ 3,870	$ 23.22	$ 4,025	$ 24.11	$ 4,180	$ 25.01	$ 4,334	$ 25.90	$ 4,489	$ 26.79	$ 4,644
Crime Prevention Specialist	$ 31.24	$ 5,415	$ 32.39	$ 5,614	$ 33.57	$ 5,819	$ 34.77	$ 6,028	$ 35.96	$ 6,234	$ 37.17	$ 6,443	$ 38.36	$ 6,649
Custodian	$ 21.32	$ 3,696	$ 22.14	$ 3,837	$ 22.95	$ 3,978	$ 23.78	$ 4,123	$ 24.59	$ 4,263	$ 25.43	$ 4,407	$ 26.24	$ 4,549
Field Services Supervisor	$ 33.40	$ 5,785	$ 35.06	$ 6,077	$ 36.73	$ 6,367	$ 38.39	$ 6,656	$ 40.06	$ 6,946	$ 41.74	$ 7,235	$ 43.41	$ 7,525
Irrigation Control Technician	$ 25.59	$ 4,437	$ 26.57	$ 4,606	$ 27.55	$ 4,775	$ 28.52	$ 4,944	$ 29.51	$ 5,116	$ 30.50	$ 5,287	$ 31.47	$ 5,455
Human Resources Specialist	$ 29.37	$ 5,091	$ 30.60	$ 5,304	$ 31.83	$ 5,515	$ 33.05	$ 5,729	$ 34.27	$ 5,940	$ 35.50	$ 6,153	$ 36.73	$ 6,367
Maintenance Technician	$ 21.82	$ 3,782	$ 22.73	$ 3,939	$ 23.63	$ 4,097	$ 24.55	$ 4,254	$ 25.45	$ 4,412	$ 26.36	$ 4,569	$ 27.27	$ 4,728
Management Analyst - City Manager's Office	$ 30.24	$ 5,241	$ 31.45	$ 5,451	$ 32.70	$ 5,669	$ 34.01	$ 5,896	$ 35.37	$ 6,131	$ 36.79	$ 6,377	$ 38.26	$ 6,632
Outreach Coordinator - Public Safety	$ 25.19	$ 4,366	$ 26.14	$ 4,531	$ 27.09	$ 4,697	$ 28.05	$ 4,862	$ 29.01	$ 5,028	$ 29.97	$ 5,195	$ 30.93	$ 5,362
Recreation Coordinator	$ 25.19	$ 4,365	$ 26.14	$ 4,531	$ 27.09	$ 4,697	$ 28.05	$ 4,862	$ 29.01	$ 5,028	$ 29.97	$ 5,195	$ 30.93	$ 5,362
Senior Code Compliance / Animal Control Officer	$ 32.83	$ 5,689	$ 34.19	$ 5,925	$ 35.55	$ 6,161	$ 36.92	$ 6,400	$ 38.30	$ 6,638	$ 39.67	$ 6,875	$ 41.03	$ 7,113
Senior Custodian	$ 25.88	$ 4,487	$ 26.88	$ 4,658	$ 27.88	$ 4,832	$ 28.88	$ 5,006	$ 29.90	$ 5,182	$ 30.90	$ 5,356	$ 31.91	$ 5,532
Senior Maintenance Technician	$ 25.59	$ 4,437	$ 26.57	$ 4,606	$ 27.55	$ 4,775	$ 28.52	$ 4,944	$ 29.51	$ 5,116	$ 30.50	$ 5,287	$ 31.47	$ 5,455
Senior Maintenance Technician *Electrician	$ 27.65	$ 4,794	$ 28.49	$ 4,937	$ 29.35	$ 5,086	$ 30.22	$ 5,238	$ 31.14	$ 5,396	$ 32.06	$ 5,557	$ 33.03	$ 5,725

PART-TIME HOURLY EMPLOYEES

	Hourly Pay Rate						
POSITION	**Step A**	**Step B**	**Step C**	**Step D**	**Step E**	**Step F**	**Step G**
Administrative Assistant - City Manager's Office*	$ 22.26	$ 23.13	$ 24.00	$ 24.88	$ 25.75	$ 26.62	$ 27.49
Aerobics Instructor	$ 14.00	$ 15.42	$ 17.32	$ 19.23	$ 21.16	$ 23.08	$ 24.97
Animal Control Officer	$ 16.45	$ 17.09	$ 17.72	$ 18.35	$ 18.99	$ 19.62	$ 20.27
Assistant Boxing Trainer	$ 14.00	$ 14.32	$ 14.88	$ 15.45	$ 15.83	$ 16.57	$ 16.95
Boxing Trainer	$ 20.13	$ 20.53	$ 21.02	$ 21.94	$ 22.53	$ 23.74	$ 24.34
Certified Aerobics Instructor	$ 24.30	$ 25.76	$ 27.22	$ 28.66	$ 30.12	$ 31.58	$ 33.03
Clerk/Typist Receptionist*	$ 21.23	$ 22.00	$ 22.77	$ 23.53	$ 24.30	$ 25.08	$ 25.87
College Intern	$ 14.00	$ 14.58	$ 16.04	$ 17.64	$ 19.41	$ 21.35	$ 23.49
Community Services Officer	$ 16.45	$ 17.09	$ 17.72	$ 18.35	$ 18.99	$ 19.62	$ 20.27
Computer Lab Technician	$ 14.40	$ 14.83	$ 15.25	$ 15.68	$ 16.11	$ 16.53	$ 16.96
Custodian	$ 17.82	$ 18.51	$ 19.19	$ 19.88	$ 20.56	$ 21.25	$ 21.92
Fee and Charge Instructor	70% of Registration Fees						
Lifeguard	$ 14.00	$ 14.28	$ 14.57	$ 14.86	$ 15.19	$ 15.71	$ 16.23
Lifeguard/Instructor	$ 15.00	$ 15.30	$ 15.61	$ 15.92	$ 16.24	$ 16.56	$ 16.89
Pool Manager	$ 18.30	$ 19.12	$ 19.96	$ 20.79	$ 21.63	$ 22.46	$ 23.29
Recreation Leader	$ 14.50	$ 14.79	$ 15.09	$ 15.39	$ 15.70	$ 16.01	$ 16.33
Recreation Specialist	$ 17.00	$ 17.34	$ 17.69	$ 18.04	$ 18.40	$ 18.77	$ 19.14
Senior Custodian*	$ 25.88	$ 26.88	$ 27.88	$ 28.88	$ 29.90	$ 30.90	$ 31.91
Trail Maintenance Crew	$ 14.00	$ 15.64	$ 17.20	$ 18.92	$ 20.81	$ 22.90	$ 25.18

**part time position mirrors hourly rate of full time position*

Agenda Item: 10.B.
CM Review:
Fiscal Review:

AGENDA REPORT

MEETING DATE:	November 24, 2020
TO:	Mayor and Members of the City Council
FROM:	Kristen Petersen, Assistant City Manager/Admin. Serv. Director
BY:	Angela Chiaromonte, Financial Services Manager
SUBJECT:	Extend the Deadline to Dispose of or Initiate Development of the Housing Successor Owned Properties
RECOMMENDATION:	It is recommended that the City Council adopt Resolution 20-R-35 approving a five (5) year extension to dispose of or initiate the development of the Housing Successor-owned properties
FISCAL IMPACT:	None

EXECUTIVE SUMMARY

Pursuant to Health and Safety Code ("HSC") Section 33334.16, the Duarte Housing Successor ("Housing Successor") is required to initiate activities to develop affordable housing or dispose of real property acquired using moneys from the Low and Moderate Income Housing Asset Fund ("Housing Asset Fund"). These activities must be initiated within five years from the date the Housing Successor first acquires the property. If these activities have not been initiated within five years, the Housing Successor may, by resolution, extend the period during which the agency may retain the property for one additional period, not to exceed five years.

BACKGROUND

On January 10, 2012, by adoption of Resolution No. 12-R-03(A), the City Council of the City of Duarte ("City") elected to become the Successor Agency ("Successor Agency") to the dissolved Duarte Redevelopment Agency ("Agency") pursuant to the Dissolution Act, codified as HSC Section 34173. As the Successor Agency, the City elected to carry out activities necessary to wind down the affairs of the former Agency. Furthermore, on January 24, 2012, the City of Duarte adopted Resolution No. 12-R-04, which transferred the housing assets and functions of the Agency to the Duarte Housing Authority and assigned it the role of Housing Successor ("Housing Successor"). The Housing Successor is responsible for carrying out the affordable housing production, preservation and assistance activities, and the managing of all housing assets.

Pursuant to HSC Section 34176(d), the Housing Successor established a Housing Asset Fund and deposited the housing-related assets transferred from the former Agency to the Housing Successor. These assets were approved by the California Department of Finance ("DOF") on August 1, 2013, and included low-mod encumbrances, loans receivable, and real properties. Prior to the dissolution of redevelopment agencies in the State of California, the Agency acquired several properties for

the development of affordable housing. Such properties included seven sites located in the City at 1660 Huntington Drive, 1700 Huntington Drive, 2400 Huntington Drive, 1305 Huntington Drive, 1423 Huntington Drive, 1437 Huntington Drive, and a small area in the Rite Aid Parking Lot ("Properties"). Of the seven Properties two have been sold and developed into affordable housing, three were sold and are in the process of being developed, and two, which are described in more detail below, are being held with the intent of assembling with adjacent properties for a more feasible development.

DISCUSSION/ANALYSIS

Pursuant to HSC Section 33334.16, activities to develop properties acquired by the Housing Successor for affordable housing must be initiated within five years from the date of acquisition; otherwise, the Properties must be sold and the proceeds returned to the Housing Asset Fund. The deadline may be extended only once by an additional five-year period if the City Council, by resolution, affirms its intent that the Properties be used for the development of affordable housing.

HSC Section 34176.l(e) of the Dissolution Law establishes the commencement of the initial five-year timeline of HSC Section 33334.16 for the Properties as the date of the final decision by DOF, which date was August 1, 2013. Accordingly, the initial five-year deadline to dispose of or initiate activities to develop affordable housing on the Properties expired on August 1, 2018. With the extension, the Housing Successor would have to sell or develop the remaining Properties by August 1, 2023.

Since the elimination of redevelopment agencies and the transfer of the former Agency's assets, the Housing Successor has sold five Properties, of which two have already been developed into affordable housing. The two remaining properties are: 2400 Huntington Drive property that has been being held with the intent of assembling the property with properties to the east for a more feasible residential development; and the 260 square foot (1.18 foot x 216 foot) property in the Rite Aid Center, which is very small and is being held with the intent of being involved in a shopping center upgrade. The Housing Successor fully expects to develop the Properties within the five year extension period and add to the City's exemplary record of addressing affordable housing. Therefore, the Housing Successor desires to retain the Properties for a period of up to an additional five years to begin the disposition or development of the Properties.

RECOMMENDATION

It is recommended that the City Council adopt Resolution 20-R-35 approving a five year extension to initiate disposition or development of the Housing Successor Properties.

FISCAL IMPACT

None

ATTACHMENTS

Attachment 1- Resolution No. 20-R-35

20-R-35

RESOLUTION NO.

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE APPROVING AN EXTENSION OF THE DEADLINE TO DISPOSE OF OR INITIATE DEVELOPMENT OF THE HOUSING SUCCESSOR OWNED PROPERTIES

WHEREAS, Assembly Bill No. X1 26 (2011-2012 1st Ex. Sess.) ("AB 26") was signed by the Governor of California on June 28, 2011, making certain changes to the Redevelopment Law and dissolving all California redevelopment agencies, including the Duarte Redevelopment Agency ("Agency"), as of February 1, 2012, and successor agencies were designated and vested with the responsibility of paying, performing and enforcing the enforceable obligations of the former redevelopment agencies and expeditiously winding down the business and fiscal affairs of the former redevelopment agencies (AB 26 as amended is hereinafter referred to as the "Dissolution Law"); and

WHEREAS, on January 10, 2012, by adoption of Resolution No. 12-R-03(A), the City Council of the City of Duarte elected to become the Successor Agency ("Duarte Successor Agency") to the former Agency pursuant to the Dissolution Act, codified as Health and Safety Code ("HSC") Section 34173; and

WHEREAS, as the Successor Agency, the City adopted Resolution No. 12-R-04, which transferred the housing assets and functions of the Agency to the Duarte Housing Authority and assigned it the role of Housing Successor ("Housing Successor"). The Housing Successor is responsible for carrying out the affordable housing production, preservation, and assistance activities, and the managing of all housing assets; and

WHEREAS, pursuant to HSC Section 34176(d), the Housing Successor established a separate Low and Moderate Income Housing Asset Fund ("Housing Asset Fund") and deposited the housing-related assets transferred from the former Agency to the Housing Successor; and

WHEREAS, prior to the dissolution of redevelopment agencies in the State of California, the Agency acquired several properties for the development of affordable housing; and

WHEREAS, such properties include seven sites located in the City at 1660 Huntington Drive, 1700 Huntington Drive, 2400 Huntington Drive, 1305 Huntington Drive, 1423 Huntington Drive, 1437 Huntington Drive, and a Rite Aid Parking Lot Area ("Properties"). Of the seven real Properties, two have been sold and developed into affordable housing, three were sold and are in the process of being developed, and two are in the process of being sold.

WHEREAS, HSC Section 34176.1(e) of the Dissolution Law establishes the commencement of the initial five-year timeline of HSC Section 33334.16 for the Properties as the date of the final decision by the California Department of Finance ("DOF"), which date was August 1, 2013. Accordingly, the initial five-year deadline to dispose of or initiate activities to develop affordable

housing on the Properties expired on August 1, 2018. With the extension, the Housing Successor would have to sell or develop the remaining Properties by August 1, 2023; and

WHEREAS, the Housing Successor has sold five of the seven Properties and desires to retain the remaining Properties for a period of up to an additional five years to begin disposition or physical development of the Properties; and

WHEREAS, this City Council has duly considered the facts and circumstances and believes that the Housing Successor's retention of the Properties for disposition or development is in the best interests of the City and the health, safety and welfare of its residents, and in accord with the public purposes and provisions of applicable State and local laws and requirements;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUARTE DOES RESOLVE AS FOLLOWS:

SECTION 1: That it has received and heard all oral and written objections (if any) to the Housing Successor's retention of the Properties for an additional period not to exceed five (5) years for the purpose of development of low and moderate income housing, band to the other matters pertaining to this Resolution, and that all such oral and written objections (if any) are hereby overruled.

SECTION 2: The foregoing recitals are true and correct.

SECTION 3: The City Council finds and determines that it is the intention of the City Council that the Properties be used for the development of housing affordable to person and families of low and moderate income.

SECTION 4: Pursuant to HSC Section 33334.16, the City Council finds and determines that the Housing Successor may retain the Properties for an additional period not to exceed five years for the purpose of beginning disposition or physical development of the Properties.

PASSED, APPROVED AND ADOPTED this 24th day of November, 2020.

_____

Mayor Samuel Kang

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

I, Marla Akana, 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. 20-35 was adopted by the City Council of said City of Duarte at a regular meeting of said Council held on the 24th day of November, 2020, by the following vote:

AYES: Councilmembers:

NOES: Councilmembers:

ABSENT: Councilmembers:

_____

City Clerk Marla Akana
City of Duarte, California

Agenda Item: 11

CM Review:

Fiscal Review:

AGENDA REPORT

MEETING DATE:	November 24, 2020
TO:	Mayor and Members of the City Council
FROM:	Daniel Jordan, City Manager
BY:	Victoria Rocha, Assistant to the City Manager
SUBJECT:	Burrtec Waste Services 2019 Annual Performance Review and 2021 Rate Review
RECOMMENDATION:	Staff recommends that City Council approve both the Burrtec Waste Services 2019 Annual Performance Review and Amendment No. 12 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, 2021.
FISCAL IMPACT:	If approved, the proposed rate increases would be put into effect January 1, 2021, resulting in an overall increase in City franchise fees for both residential and commercial services.

PERFORMANCE REVIEW BACKGROUND

Burrtec Waste Services has been the City's franchise waste hauler since 1996. Burrtec is required to submit to the City prior to October 1st 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. Once this process is complete the document is presented to Council for acceptance. The current "Municipal Solid Waste, Recyclables and Green Waste Services Agreement Between the City of Duarte and Burrtec Waste Services" ("Agreement") has an end date of December 31, 2029. Pursuant to section 3.01(d) of Amendment No. 9, this period automatically extends for one year with a new end date of December 31, 3030, if City Council approves to accept the 2019 Annual Performance Review.

PERFORMANCE REVIEW DISCUSSION/ANALYSIS

The 2019 Burrtec Waste Services Annual Performance Review is an approximately 76-page document detailing 12 performance elements including exhibits and findings. It focuses on the period of January 1, 2019 through December 31, 2019. 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 AB 1826

Burrtec Waste Services met expectations in 2019 for all performance standards. A few highlights include:

- fulfilling 1,439 bulky item/e-waste collection requests equating to 177.14 tons of bulky items/e-waste materials;
- partnering on two community clean-ups on April 13th and September 21st, and providing eight, 3-cubic yard bins in support a neighborhood clean-up;
- providing six 40-cubic yard boxes for homeless encampment clean-ups on September 27th and October 5th;
- collecting 70 pounds of sharps from residential customers; and
- sponsoring the State of the City, Earth Day event, ACT-SO NAACP Collective Action Fund scholarship, Touch-a-Truck event, Annual Route 66 Parade and City Picnic, as well as donating needed waste collection materials for 11 City events.

Mandatory Commercial/Multi-family Recycling (AB 341 Compliance) – Non-compliant commercial and multi-family unit accounts decreased about 10 percent from the 2018 performance review but has not met the mandated participation by the State. Burrtec and the City will continue to educate businesses on the State recycling requirements and mail non-compliance letters to maintain a downward trend in non-compliant businesses. Moving forward, the State of California is requiring that cities show definitive plans for increasing qualifying business compliance including passing mandatory recycling ordinances. Due to State mandates, staff will bring forward a draft ordinance for mandatory commercial recycling in 2021 for City Council to review.

Mandatory Commercial Organics (AB 1826 Compliance) – At the passage of this bill in 2016, businesses that generated eight cubic yards of more of organic waste were subject to arranging for organic waste recycling services. This threshold was decreased from eight to four cubic yards in 2017 with a requirement that qualifying businesses sign up by January 1, 2019. Edible food recovery is noted as an important element of this program, resulting in a large increase of businesses in 2019 that are subject to AB 1826. Despite education and compliance mailings explaining the State requirements, there was an increase in non-compliant businesses from 55 to 70 percent. This number is anticipated to increase further, given that in fall 2020, the threshold was lowered again to include businesses that generate two cubic yards or more of solid waste per week when it was determined by the State of California that total organic waste disposal tonnage had not decreased by 50 percent from the 2014 disposal tonnage baseline. Moving forward, the State of California is requiring that cities show definitive plans for increasing qualifying business compliance including passing mandatory organics recycling ordinances.

PERFORMANCE REVIEW FINDINGS

Overall, Burrtec continues to be in compliance with its service agreement and provide excellent

customer service based on the provided documentation, in addition to the independent research of the overall performance process.

One opportunity in the course of the evaluation was identified - although street sweeping complaints decreased in 2019, Burrtec and City staff discussed that, based on the City's internal call-log, street sweeping complaints increased slightly in 2020 which Burrtec will work to curtail moving forward.

RATE REVIEW BACKGROUND

Burrtec Waste Services began providing franchised refuse collection and recycling services in the City of Duarte on November 1, 1996. The original Burrtec contract sets forth a specific formula by which rates are to be adjusted over time. On October 9, 2020, Burrtec submitted its original request for adjustments to its residential, commercial and roll off rates to become effective January 1, 2021. 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 accounts 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 has reviewed the submitted cost data and the rate increase information, and confirms the calculations are following the contract provisions.

RATE REVIEW DISCUSSION

Residential Refuse, Organics and Recycling Rate Analysis: In order to maintain some of the best rates in the San Gabriel Valley for its residential and commercial customers, Burrtec for years has negotiated a lower disposal fee at the local Azusa Waste Management Materials Recovery Facility (MRF). The Azusa MRF standard gate rate for trash and green waste is $71.51, whereas the negotiated trash and green waste disposal fee for Duarte residents is $51.89 and $46.63 respectively.

Although trash disposal green waste and food waste processing cost components are only about a 3 percent increase for 2021, recyclables continue to show dramatic percent changes due factors such as the "China National Sword" policy which produces a shortage of recycling markets. It is worth noting that the 2020 cost component for recyclables increased by 807 percent due to the aforementioned instability and closing of recycling markets, whereas the recycling cost component increase, although substantial, was much smaller at 17.8 percent in contrast to the previous year.

Cost Component	2020 (per ton)	2021 (per ton)	Increase
Trash Disposal	$50.27	$51.89	3.2%
Green Waste	$45.17	$46.63	3.2%
Recyclables	$47.87	$56.37	17.8%
Food Waste	$84.24	$86.79	3%

Components included in the rate calculation consist of the above stated disposal rates, the CPI change as measured by the annual average for all urban CPI in Los Angeles-Long Beach-Anaheim as released in 2020

of 1.9 percent; and the increase in the average price per gallon of fuel based on the US Dept. of Energy Alternative Fuel Pricing Report, which was .4 percent.

Burrtec is seeking an increase in residential rates of 2.7 percent.

Staff worked with Burrtec representatives to thoroughly review and verify the rate adjustment data. Given the rising costs outside of their control, particularly in relation to recyclables, staff believes that Burrtec's request for a 2.7 percent increase, effective January 1, 2021, is justified.

A refuse survey conducted in November 2020 shows that the City of Duarte's 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.

2020 RATE SURVEY

City	Hauler	Residential	Commercial
Arcadia	Waste Mgt	$26.03	Hauler determines rates
Duarte - current	**Burrtec**	**$26.71**	**$190.61**
Duarte - proposed	**Burrtec**	**$27.43**	**$199.24**
Azusa	Athens	$28.44	$141.47
Pomona	City	$31.29	Hauler determines rates
Irwindale	Athens	$32.91	$264.13
San Dimas	Waste Mgt	$33.18	$177.43
Diamond Bar	Waste Mgt./Vly Vista	$34.53	$143.00
Monrovia	Athens	$34.91	$203.62
Claremont	City	$35.76	$144.65
Covina	Athens	$36.63	$212.02
Glendora	Athens	$38.52	$226.96
Sierra Madre	Athens	$40.74	$183.44

As of 11/12/20

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 Rate	2020	Proposed 2021	Increase
Base Monthly Rate	$23.50	$24.14	$0.64
Franchise Fee	$3.21	$3.29	$0.08
TOTAL	$26.71	$27.43	$0.72

Residential Street Sweeping: Burrtec is also requesting a 1.6 percent cost increase for street sweeping which is slightly less than the contract CPI adjustment provision.

Residential Rate	2020	Proposed 2021
Base Monthly Rate	$1.67	1.70
Franchise Fee	$0.23	$0.23
TOTAL	$1.90	$1.93

Commercial Refuse, Organics, Roll-Off, Recycling & Street Sweeping Rate Analysis: Burrtec is requesting an increase in Commercial disposal of refuse, green and food waste ranging from 2.2 percent to 4.5 percent. As seen in Residential disposal rates, costs in the disposal of recyclables in particular has impacted rate increases.

Commercial Rate	2020	Proposed 2021	Increase	Percent Increase
Trash one 3-yard bin, 1 time/week	$190.61	$199.24	$8.63	4.5%
Green Waste one 3-yard bin, 1 time/week	$158.05	$161.46	$3.41	2.2%
Recyclables one 3-yard bin, 1 time/week	$151.55	$157.42	$5.87	3.9%
Food Waste one 2-yard bin, 1 time/week	$164.61	$171.02	$6.41	3.9%

Commercial Street Sweeping: Burrtec is also requesting a 1.9 percent cost increase for commercial street sweeping which is equivalent to the contract CPI adjustment provision.

Commercial Rate	2020	Proposed 2021
Base Monthly Rate	$3.11	$3.17
Franchise Fee	$0.55	$0.56
TOTAL	$3.66	$3.73

RECOMMENDATION

Staff recommends that City Council approve both the Burrtec Waste Services 2019 Annual Performance Review and Amendment No. 12 to the "Municipal Solid Waste, Recyclables and Green Waste Services Agreement Between the City of Duarte and Burrtec Waste Services," extending the agreement for one more year through 2030 and setting the refuse collection and recycling rates show in the attached schedule to become effective January 1, 2021.

FISCAL IMPACT

If approved, the proposed rate increases would be put into effect January 1, 2021, resulting in an overall increase in City franchise fees for both residential and commercial services.

ATTACHMENTS

Attachment A: Annual Performance Review
Attachment B: Burrtec Rate Sheet and Rate Analysis Worksheets
Attachment C: Amendment No. 12

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

City of Duarte

2019 Annual Performance Review

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SECTION 1 – EXECUTIVE SUMMARY

A. Executive Summary

Background

The City of Duarte (City) and Burrtec Waste Services, LLC (Burrtec) entered into an agreement for Municipal Solid Waste, Recyclables, and Green Waste Collection, Disposal and Processing in September 1996. The agreement grants Burrtec the exclusive right to collect refuse, recyclables, and green waste from all single-family, multi-family, and commercial customers in the City.

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 terms of the agreement, Burrtec is required to provide certain services and meet certain 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, 2019, through December 31, 2019.

B. Audit Results

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

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 2019. Copies of the submitted Franchise Fee Worksheets were reviewed and are included in the appendix section.

Quarter	Gross Receipts	Franchise Fees	Date
1st	$866,747.90	$119,615.64	03/31/19
2nd	$861,174.03	$119,576.82	06/30/19
3rd	$831,233.82	$114,606.34	09/30/19
4th	$949,756.43	$131,615.07	12/31/19
2019 Total	**$3,508,912.18**	**$485,413.87**	
2018 Total	$3,239,995.02	$447,035.08	

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 summarizes the amounts paid for the annual AB 939 fees:

Year	Amount Paid
2019	**$69,842.57**
2018	$57,611.49

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 green waste from City facilities at no charge.

Findings
Burrtec currently provides trash, recycling and green waste collection to several city facilities as summarized below. Burrtec also provides services to special City events as requested. The regular services provided are summarized below.

Site	Address	Commodity	Bin Size	P/U Days
City Yard	1101 Oak	Trash	3 yard	M
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 Recycling	2 yard 1.5 yard	M-Tu-W-Th-F Tu-F
Senior Center	1610 Huntington	Trash Recycling	2 yard 90 gal	M-W-F W
City Yard	1850 Highland	Trash Recycling Green Waste	3 yard 3 yard 3 yard	Tu-F Tu-F M-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 26th through January 13th. 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 summarizes the Christmas Trees collected by Burrtec. Additional Christmas tree tonnages were collected and disposed with regular green waste materials.

Year	Tons Collected
2019	**6.44**
2018	6.15

2. Aid to Handicapped and Frail

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

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

Year	Service Provided
2019	**25**
2018	21

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
2019	**96**	**$20.22**
2018	115	$17.00

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 will personally visit customer's onsite for specific issues. On an annual basis Burrtec provides service to approximately 749,424 barrels (4,595 barrel customers), over 52,572 bins (268 bin customers) and on-call services to a monthly average of 12 roll-off customers. During 2019, Burrtec received 190 calls relating to missed services.

Complaints are recorded in accordance with the contract requirements. 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	0	0	0
Complaints	0	0	4
Damages	0	0	0
Misses	14	176	4
2019 Total	**14**	**176**	**8**
2018 Total	**45**	**195**	**27**

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 unit is missing altogether.

Findings
The following summarizes the exchanges for various reasons.

Year	Barrel	Bins
2019	**1,392**	**84**
2018	1,880	69

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 afterhours messaging system will be returned the following business day.

Findings
Office is staffed with customer service representatives from 8:00 a.m. to 5:00 p.m. daily and on Saturday's following a recognized holiday. Customer messages left in the afterhours messaging system are returned the next business day.

7. Bulky Items

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

Findings
During 2019 there were 1,439 requests totaling 177.14 tons for bulky or e-waste collections in the City of Duarte. 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
2019	**331**	**312**	**342**	**454**	**1,439**
2018	385	373	406	468	1,632

Bulky Item Tonnage Collected

Year	Refuse	Tin / White	E-Waste	Metal	Tires	Total
2019	**156.18**	**2.60**	**5.83**	**8.57**	**0.13**	**177.14**
2018	174.89	1.54	7.94	9.96	0.39	194.75

8. Community Clean-Ups/E-Waste

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.

Findings
Burrtec provided community clean-ups on April 13th and September 21st. In addition to the community clean-ups, Burrtec also provided 8, three cubic yard bins in support of a neighborhood clean-up at various addresses.

Burrtec provided six 40-cubic yard boxes for homeless encampment clean-up between September 27th and October 5th.

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 Program (item 12).

Findings
Sharps – Burrtec provides Sharps quart-sized collection containers at no charge to residents.

Year	Containers	Pounds
2019	**26**	**70**
2018	10	109

Used Oil – Burrtec informed customers of the used oil / oil filter collection program in the Fall newsletter (copy included in the appendix section

Year	Containers
2019	**0**
2018	0

10. Construction and Demolition Roll-Off Processing

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

Findings
A mixed C&D roll-off collection and processing program has been developed to allow demolition and building contractors a convenient means of diverting recyclable materials that complies with the 65% diversion requirement. C&D materials are delivered to fully permitted facilities that specialize in recycling construction and demolition materials.

11. Street Sweeping

Background
Exhibit 3.01a of Agreement Amendment No 4 is amended by adding Paragraph 16, "Removal of Debris from City Streets (item 16)

Findings
The mandatory parking restrictions on street sweeping days continued during 2019. The alternate side-alternate day schedule which was selected as the most practical program to provide flexible parking and clear access for the street sweeper remained in effect.

Year	Street Sweeping Tonnage
2019	**415.25**

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, 2019 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 2019 gross receipts of $3,508,912 Burrtec provided a bond in the amount of $300,000. 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
- $5,000 Medical EA Deductible
- $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. Monthly Waste Generation Reports

Background
No specific monthly 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 determine compliance with state waste reduction and diversion mandates.

Findings
Waste Generation and Diversion Reports are submitted to the City on a monthly basis. A copy of the December 2019 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
During 2019 Burrtec produced and participated in a number of events promoting recycling and program information as summarized below:

Date	Description
01/19	January Residential Newsletter
02/19	Duarte Chamber Event
03/19	State of the City Sponsorship
03/19	March Commercial Newsletter
03/19	Duarte Chamber Presentation
03/19	Duarte Chamber Event Sponsorship
04/19	April Residential Newsletter
04/19	Earth Day Event (Burrtec donates 8 boxes & 24 liners)
04/19	Alliance for Youth Red Wagon Scholarship
05/19	ACT – SO NAACP Collective Action Fund Sponsorship
06/19	Chamber Dinner (Burrtec donated 4 boxes & 10 liners)
06/19	Burrtec participated in Taste of Duarte event. Burrtec's had 2 Customer Service Representatives on hand and donated 3 bins, 4 95-gallon barre, 25 boxes & 400 liners.
06/19	Movie Night (Burrtec donated 1 bin, 15 boxes & 30 liners)

07/10	Burrtec participated in the Touch a Truck event. Burrtec had a representative and truck on site and donated 10 boxes & 25 liners
07/19	July Residential Newsletter
07/19	Burrtec participated in Duarte's Concert in the Park event at Duarte Park. Burrtec's booth provided 125 reusable bags, 75 pens, 60 notepads, 50 rulers, 40 pencils & the following educational materials: What Can Be Recycled, Recycling Activity Sheet & Burrtec's Annual Brochure
09/19	Homeless Encampment Clean-Up between September 27th and October 5 – Burrtec provided six 40-yd roll-off boxes
09/19	MCR/MORe Compliance Mailer
09/19	September Commercial Newsletter
09/19	Duarte Rotary/Kiwanis Presentation
09/19	Duarte Annual Route 66 Parade Sponsorship
09/19	Duarte Annual Picnic Sponsorship
10/19	October Residential Newsletter
10/19	Route 66 Parade and Picnic. Burrtec provided a representative and a mini truck as well as 2 bins, 24 boxes & 100 liners
10/19	Duarte Education Foundation event – Burrtec provided 2 representatives, 10 boxes & 25 liners
10/19	Halloween Carnival – Burrtec provided 2 bins
11/19	Duarte Field Tournament – Burrtec provided 5 boxes & 10 liners
11/19	Mayor's Prayer Breakfast – Burrtec provided 10 boxes & 25 liners
12/19	Tree Lighting Event – Burrtec provided 2 bins, 15 boxes & 30 liners

Copies of outreach materials are included in the appendix section.

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 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

During 2019 Burrtec participated in a number of events promoting recycling, summarized below:

Date	Description
02/19/18	Duarte Chamber Event Attendance
03/06/19	Duarte State of the City Sponsorship
03/19/19	Duarte Chamber Presentation
03/19/19	Duarte Chamber Event Sponsorship
04/13/19	Burrtec conducted a Spring Clean-Up and Shred Event
04/13/19	Burrtec donated containers to the Earth Day Event

04/13/19	Earth Day Event Sponsorship
04/18/19	Alliance for Youth Red Wagon Scholarship
05/24/19	ACT – SO NAACP Collective Action Fund Sponsorship
06/06/19	Duarte Chamber Dinner Sponsor
06/14/19	Burrtec donated containers for Movie Night
06/19/19	Burrtec participated in the Taste of Duarte Event
07/10/19	Burrtec participated in the Touch a Truck Event
07/17/19	Burrtec participated in Duarte's Concert in the Park event at the Duarte Park
07/27/19 – 10/05/19	Burrtec donated containers for Homeless Encampment Clean-Up
09/17/19	Duarte Rotary/Kiwanis Presentation
09/19/19	Burrtec conducted a Fall Clean-Up, Compost Giveaway, Shred Event and Bulky Item Drop-Off
09/28/19	Duarte Annual Route 66 Parade Sponsorship
09/28/19	Duarte Annual Picnic Sponsorship
10/19/19	Duarte Education Foundation Sponsorship
10/30/19	Burrtec donated containers to the Halloween Carnival
11/07/19	Burrtec donated containers to the Duarte Field Tournament
11/27/19	Duarte Mayor's Prayer Breakfast Sponsorship
12/08/19	Burrtec donated containers to the Tree Lighting 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 is often a good indication of the overall effectiveness of its management and operations. During 2019, there was one incident that resulted in 1 day away from work and zero days of modified duty (see OSHA Form 300A in the appendix section).

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 equips all of its fleets with 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. A copy of the most recent CHP inspection is included.

3. Container Maintenance

Background
Section 4.01g(6) and Exhibit 30.1d(1) of Agreement Amendment No. 6 requires that all automated containers will be repaired and/or replaced on 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 all together.

All automated containers and residential bins will be maintained at the local facilities yard. Maintenance procedures include: Steam cleaning, component replacement, welding, lubrication, painting and signage.

Findings
Container maintenance and exchanges are consistent with the requirement summarized below:

Year	Barrel	Bins
2019	**1,392**	**84**
2018	1,880	69

I. Vehicles

1. Alternative Fuel

Background
Agreement Amendment No. 3 added a provision to replace the routed 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 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

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 they shall submit a certificate of testing showing that the vehicles meet the 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 in March and September (copies included in the appendix section). In addition, a non-compliance mailing was sent out in September to those customers not subscribed to a recycling program.

The following table summarizes the AB 341 status.

Commercial Accounts		2019	2018
MCR Accounts 4YD Min	Recycling Subscriptions	69	72
	Shared Recycling Bin	1	
	3rd Party/Self Haul	15	
	Exemptions	3	
	Not Compliant	38	53
	Total MCR Business Accounts	**126**	**125**

Multifamily Accounts		2019	2018
MCR Accounts 5 Units +	Recycling Subscriptions	45	43
	Shared Recycling Bin	0	
	3rd Party/Self Haul	1	
	Exemptions	0	
	Not Compliant	6	8
	Total MCR Multifamily Accounts	**52**	**51**

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 options for commercial and multi-family customers.

3. Outreach

Background
There is no specific Agreement language on AB 341 outreach/compliance.

Findings
With the implementation of AB 341, Burrtec prepared and mailed newsletters to all customer and multi-family customers on recycling during the months of March and October. In addition, Burrtec conducted 6 waste assessments during 2019. A copy

of the outreach material and the non-compliance mailing is included in the appendix section.

K. Mandatory Commercial Organics AB 1826

Background

This landmark bill requires commercial recycling of organic waste starting in 2016 for businesses generating eight cubic yards or more of organic waste. The recycling requirement will phase in from 2016 to 2020 depending on volume of organic waste generated weekly by a business. Edible food recovery was noted as an important element of organics landfill diversion and highlighted by the state as a required program component. The legislation also requires that each local jurisdiction develop an organic waste recycling program for food waste and green waste.

This bill decreased the threshold amount of organic waste under which a business would be subject to those requirements from 8 cubic yards or more to 4 cubic yards or more on January 1, 2017 and will require a business that generates 4 cubic yards or more of commercial solid waste per week, on and after January 1, 2019, to arrange for organic waste recycling services. Certain multi-family locations at the thresholds are required to recycle green waste only, not food waste.

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 March and September (copies included in the appendix section). In addition, a non-compliance mailing was sent out in September to those customers not subscribed to a recycling program.

The following table summarizes the AB 1826 status.

Commercial Accounts		2019	2018
MORe Food Waste Accounts 4YD Min	Food Waste Subscriptions	16	12
	Shared Recycling Bin	1	0
	3rd Party/Self Haul	2	0
	Exemptions	21	0
	Not Compliant	86	15
	Total MORe Business Accounts	**126**	**114**

MORe Green Waste Accounts 4YD Min	Green Waste Subscriptions	7	7
	Shared Recycling Bin	1	0
	3rd Party/Self Haul	6	2
	Exemptions	21	0
	Not Compliant	91	117
	Total MORe Business Accounts	**126**	**126**

Multifamily Accounts		2019	2018
MORe Green Waste Accounts 5 Units + / 4YD Min	Green Waste Subscriptions	6	4
	Shared Recycling Bin	0	0
	3rd Party/Self Haul	4	0
	Exemptions	5	0
	Not Compliant	45	47
	Total MORe Multifamily Accounts	**60**	**51**

APPENDIX

FRANCHISE FEE WORKSHEETS

Burrtec Waste Services LLC
City of Duarte
Franchise Fee Worksheet

For the quarter end 3/31/19

Cash Receipts	Commercial (DC)+(DD)+(DM)+(BH)	Rolloff (DO) +(OH)+(DT)	Residential (DR)	Total
January-19	$ 135,187.18	$ 35,985.53	$ 260,212.90	$ 431,385.61
February-19	$ 140,844.49	$ 39,451.21	$ 46,991.21	$ 227,286.91
March-19	$ 133,375.50	$ 35,352.31	$ 39,347.57	$ 208,075.38
Total	$ 409,407.17	$ 110,789.05	$ 346,551.68	$ 866,747.90
Franchise Fee %	15.00%	15.00%	12.00%	
Franchise Fee	$ 61,411.08	$ 16,618.36	$ 41,586.20	$ 119,615.64

Burrtec Waste Services LLC
City of Duarte
Franchise Fee Worksheet

For the quarter end 6/30/19

Cash Receipts	Commercial (DC)+(DD)+(DM)+(BH)	Rolloff (DO) +(OH)+(DT)	Residential (DR)	Total
April-19	$ 135,294.33	$ 28,755.67	$ 249,969.08	$ 414,019.08
May-19	$ 149,146.66	$ 40,802.19	$ 34,725.62	$ 224,674.47
June-19	$ 138,906.81	$ 48,292.36	$ 35,281.31	$ 222,480.48
Total	$ 423,347.80	$ 117,850.22	$ 319,976.01	$ 861,174.03
Franchise Fee %	15.00%	15.00%	12.00%	
Franchise Fee	$ 63,502.17	$ 17,677.53	$ 38,397.12	$ 119,576.82

Burrtec Waste Services LLC
City of Duarte
Franchise Fee Worksheet

For the quarter end 9/30/19

Cash Receipts	Commercial (DC)+(DD)+(DM)+(BH)	Rolloff (DO) +(OH)+(DT)	Residential (DR)	Total
July-19	$ 138,977.41	$ 29,189.99	$ 271,892.58	$ 440,059.98
August-19	$ 143,968.38	$ 46,704.56	$ 39,771.83	$ 230,444.77
September-19	$ 113,884.79	$ 22,550.56	$ 24,293.72	$ 160,729.07
Total	$ 396,830.58	$ 98,445.11	$ 335,958.13	$ 831,233.82
Franchise Fee %	15.00%	15.00%	12.00%	
Franchise Fee	$ 59,524.59	$ 14,766.77	$ 40,314.98	$ 114,606.34

Burrtec Waste Services LLC
City of Duarte
Franchise Fee Worksheet

For the quarter end 12/31/19

Cash Receipts	Commercial (DC)+(DD)+(DM)+(BH)	Rolloff (DO) +(OH)+(DT)	Residential (DR)	Total
October-19	$ 170,838.25	$ 60,869.63	$ 261,319.11	$ 493,026.99
November-19	$ 135,113.49	$ 27,861.90	$ 59,622.31	$ 222,597.70
December-19	$ 140,414.38	$ 53,045.69	$ 40,671.67	$ 234,131.74
Total	$ 446,366.12	$ 141,777.22	$ 361,613.09	$ 949,756.43
Franchise Fee %	15.00%	15.00%	12.00%	
Franchise Fee	$ 66,954.92	$ 21,266.58	$ 43,393.57	$ 131,615.07

OUTREACH & EDUCATIONAL MATERIAL

Christmas Tree Collection

Burrtec will collect and recycle Christmas trees from single-family residences. Please place your tree at curbside during a 2 week period after Christmas Day on your collection day. Trees 6' 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 6' and over need to be cut in half.

Got Holiday Waste?

Approximately 80% of holiday trash is recyclable. All gift boxes, wrapping paper, greeting cards, and cardboard packaging are items that may be placed in the recycling barrel. Burrtec will collect excess holiday trash and recyclables for a 1 week period after Christmas Day. Single-family residences may place excess holiday trash/recyclables in bags alongside their containers on collection day.

Contact Information

Burrtec Waste Services
1017 West Gladstone Street
Azusa, CA 91702

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

Automated Payment Service
(866) 306-9004

Customer Service
(626) 932-1558

Website
Burrtec.com

Follow us on

Happy New Year!

Is your New Year's resolution to clean-out all of your junk? If so, Burrtec offers a 3-yard to 40-yard bin for all of your residential clean-up and special project needs. Contact our Customer Service Department to begin your New Year's Resolution!

Automated Bill Pay

For your convenience, you can make a payment any day, anytime, using our **FREE** automated payment service.

Have your account number, billing zip code and payment option (either check or credit card) available. Dial (866) 306-9004 and when prompted enter the requested information. It's that easy!

Paper Recycling

All grades and types of paper and cardboard can be placed in the recycling bin. But are all paper materials the same? Actually, they are not and here are some examples:

- Corrugated and cardboard boxes are made with high-grade fiber to give them strength.
- Milk cartons and juice boxes can be recycled.
- Newspaper goes through a "deinking" process and is turned back into pulp then made into newsprint again.
- Copy paper and junk mail is most commonly recycled.

Holiday Waste Reduction

This holiday season choose to reduce your waste! Donate unwanted and usable toys, clothing, bikes and electronic items to local charities. The Salvation Army and Goodwill are a few of the many local thrift stores and donation stores that are in need of your gently used items. Go to SalvationArmy-SoCal.org or GoodwillSoCal.org for your nearest donation location.

Recycling Fact

Recycling an aluminium can helps to save a great deal of energy, in fact, enough to run your home television for about three hours!

Holiday Schedule

No service on these 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.

Invieno 2019

BURRTEC NEWS

Información de Desechos y Reciclaje

"Nosotros Nos Encargaremos De Ello"

Patrocinado por la Ciudad de Duarte y Burrtec Waste Services

Residencial Recolección de Árboles de Navidad

Burrtec recogerá sus árboles navideños por 2 semanas a partir de diciembre 26. Simplemente coloque su arbolito en la acera junto a su contenedor el día regular de su recolección. Árboles más de 6 pies deben ser cortados por la mitad. Por favor quite todos los ornamentos y la base del árbol.

Tiene Basura de Los Dias Festivos?

Aproximadamente el 80% de la basura de los días festivos es reciclable. Todas las cajas de regalo, papel de envolver, tarjetas de navidad, y embalajes de cartón son artículos que pueden ser colocados en el barril de reciclaje. Burrtec recogerá el exceso de basura y reciclables de los días festivos por un periodo de una semana a partir del 26 de diciembre. Coloque el exceso de basura/reciclables en bolsas junto a los contenedores automatizados en el día de recolección.

¡Feliz Año Nuevo!

¿Es su buen propósito del Año Nuevo limpiar todos sus cachibaches? Si es así, Burrtec ofrece un recipiente de 3 yardas a 40 yardas para todas sus necesidades residenciales de limpieza y de proyectos especiales. Póngase en contacto con nuestro Departamento de Servicio al Cliente para comenzar su ¡Buen Propósito del Año Nuevo!

Pago de Facturas Automatizado

Para su conveniencia, usted puede hacer un pago en cualquier día, en cualquier momento, utilizando nuestro servicio de pago automatizado **GRATIS.**

Tenga su número de cuenta, el código postal de facturación y opción de pago (ya sea cheque o tarjeta de crédito) disponible. Marque el (866) 306-9004 y cuando se le pide introduzca la información requerida. ¡Es así de fácil!

Reciclaje de Papel

Todos los grados y tipos de papel y cartón se pueden colocar en el contenedor de reciclaje. ¿Pero son igual todos los materiales de papel? En realidad, no lo son, y aquí están algunos ejemplos:

- Cajas de cartón corrugado y cartón están hechas con fibra de alto grado para darles fuerza.
- Cartones de leche y cajas de bebidas pueden ser reciclados.
- El periódico pasa por un proceso "de destintado" y es convertido de nuevo en pulpa, y luego es hecho de nuevo en papel de periódico.
- El papel de copia y correo basura es el que más comúnmente se recicla.

Reduzca Basura durante Días Festivos!

Done juguetes usables, ropa, bicicletas y artículos electrónicos a las organizaciones benéficas publicas locales. El Salvation Army y Goodwill son algunos de las tiendas que están necesitando sus artículos y ropa usada que este en buenas condiciones. Localice SalvationArmy-SoCal.org o a GoodwillSoCal.org para la ubicación mas cerca a usted.

Información de Contacto

Burrtec Waste Services
1017 West Gladstone Street
Azusa, CA 91702

Horas de oficina
lunes a viernes
8:00 am a 5:00 pm

Servicio de Pago Automatizado
(866) 306-9004

Servicio al Cliente
(626) 932-1558

Página web
Burrtec.com

Siguenos en

¿Sabía Usted?

Reciclando una lata de aluminio puede ayudar a salvar un gran cantidad de energía, de hecho, suficiente para correr su televisión casera durante aproximadamente tres horas!

Horario Festivo

El servicio será retrasado por un día si cae su colección el día o después del:

- Año Nuevo
- Día de la Independencia
- Día de Acción de Gracias
- Día de Navidad
- Día de los Caídos
- 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 domingo.

New Threshold For Mandatory Organics Recycling

Effective January 2019, the State's Mandatory Organic Waste Recycling law (AB 1826) will require all businesses generating more than four cubic yards of solid waste per week and multi-family residential properties with five dwelling units or more that generate four cubic yards of solid waste per week, to arrange for organics recycling services. Burrtec offers food waste and green waste service to assist in complying with the law. Please see the schedule below. Note: The state law contains a trigger that will increase the scope of affected businesses in 2020, if waste reduction targets are not met.

Year	Cubic Yards Generated Weekly
2019	**4 Cubic Yards (commercial solid waste, regardless of amount of organic waste)**
2020	2 Cubic Yards (commercial solid waste, if state does not meet goal)

You can comply by taking the following actions:

- Separate your organic waste from your trash and subscribe to food and/or landscape organics recycling service with Burrtec Waste Industries.
- Multi-family residential properties are required to establish recycling service for landscape organics only.
- Donate edible food to a food bank, or food rescue as appropriate. For food rescue information contact Food Finders at (562) 283-1400.

You may be in compliance if:

- Contract landscaper removes green waste organics as part of their service and takes it to a composting facility for recycling.
- Food waste organics are back-hauled to a distribution center for recycling.
- Food waste is donated to a non-profit for distribution to those in need.

It is important that your business ensure compliance by contacting Burrtec at (800) 325-9417 to either set up organics service or verify compliance.

Mandatory Commercial Recycling - Is Your Business in Compliance?

California Assembly Bill 341 mandates businesses and public entities, generating 4-cubic yards of trash or more and multi-family residential dwellings with five or more units, to establish and maintain recycling service. Recycling not only conserves our natural resources, but can save money by reducing waste disposal costs. Burrtec recycling coordinators can assist in selecting the appropriate recycling service level, along with the necessary education and outreach to residents and managerial staff. Call our Customer Service department today to schedule a complimentary waste and recycling assessment.

Contact Information

Burrtec Waste Industries
1017 West Gladstone Street
Azusa, CA 91702

Automated Payment Service
(866)306-9004

Customer Service
(800) 325-9417

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

Website
Burrtec.com

Follow us on

Commercial Recycling Presentation

Burrtec will be presenting a commercial recycling update at the chamber breakfast.

When March 19, 2019
What time 7:00 AM - 8:30 AM
Where Cabrera's Mexican Cuisine
1856 Huntington Drive • Duarte, CA 91010

Cost $17 for Members • $22 for Prospective Members
To register call the Duarte Chamber at 626-357-3333 for reservations or go online to www.duartechamber.com

Holiday Schedule

No service on these 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.

Recycle Right!

Place these types of materials in your recycling container.

- ✔ Aerosol cans (must be completely empty)
- ✔ Aluminum cans
- ✔ Brochures
- ✔ Cardboard
- ✔ Cartons
- ✔ Cereal boxes (remove wax paper lining)
- ✔ Computer paper
- ✔ Coupons
- ✔ Envelopes
- ✔ Glass bottles, jars
- ✔ Glass cosmetic bottles
- ✔ Junk mail
- ✔ Laundry bottles
- ✔ Magazines/catalogs
- ✔ Newspaper
- ✔ Paper
- ✔ Paper tubes
- ✔ Phone books
- ✔ Plastic containers #1– #7
- ✔ Plastic milk jugs
- ✔ Styrofoam products
- ✔ Tin cans
- ✔ Tissue boxes
- ✔ Wrapping paper

SCAVENGING IS ILLEGAL

Removal of garbage and/or recyclables from solid waste containers is punishable by law (DMC 6.09.020)

Report Scavenging Activity!

Please Call:
Los Angeles County
Sheriff's Department
(626) 285-7171

REMEMBER: If you see a scavenger, do not approach them! Get a description of the person and or vehicle with license plate number and their direction of travel.

Penalty for Scavenging

- Impoundment of vehicle
- Fines

BURRTEC "We'll Take Care Of It"

City of Duarte

Developed in conjunction with the City of Duarte and Burrtec Waste Industries, Inc.

Help Keep Your Recycling Clean

As of January 1, 2018, China, the largest market for the world's recycling materials, enforced the new "National Sword" policy. This policy banned numerous materials including several types of plastics, unsorted mixed paper and set strict standards for contamination levels. This policy has impacted recycling operations across the U.S. such that stakeholders are now faced with the challenges of stockpiled recyclables with little to no value in commodities markets, improving and lowering the levels of contamination from recyclables, and learning that certain materials may no longer be recyclable. We need your support. In order to continue pursuing alternative markets and help contain costs, please help lower the levels of contamination by only placing acceptable materials in your recycling container.

Sorted recycle bales are shipped to recycling manufacturing companies and made into new products. At the sorting line at the Material Recovery Facility (MRF), workers must remove any contaminants— this is an essential but also time-consuming step that can slow down the process. If any contaminants are missed in the sorting process, the finished recycle bales could be rejected by recycling manufacturers and, therefore, not acceptable to be recycled. Keeping your containers free of trash and non-recyclable contaminants will help in reducing unavoidable future recycling cost increases. Spread the message, "Help keep your recycling clean!"

Help Keep Your Recycling Clean

As of January 1, 2018, China, the largest market for the world's recycling materials, enforced the new "National Sword" policy. This policy banned numerous materials including several types of plastics, unsorted mixed paper and set strict standards for contamination levels. This policy has impacted recycling operations across the U.S. such that stakeholders are now faced with the challenges of stockpiled recyclables with little to no value in commodities markets, improving and lowering the levels of contamination from recyclables, and learning that certain materials may no longer be recyclable. We need your support. In order to continue pursuing alternative markets and help contain costs, please help lower the levels of contamination by only placing acceptable materials in your recycling container.

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Contact Information

Burrtec Waste Services
1017 West Gladstone Street
Azusa, CA 91702

Customer Service
(626) 932-1558

Automated Payment Service
(866) 306-9004

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

Website
Burrtec.com/Duarte

Follow us on

Community Clean Up!

• Saturday, April 13, 2019 •

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 Locations	Saturday
1) Duarte City Hall 1600 Huntington Drive	8 a.m. - 2 p.m.
2) Beardslee Elementary 1212 Kellwill Way	8 a.m. - 2 p.m.

Items accepted:

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 Duarte City Hall 1600 Huntington Drive

Date April 13, 2019 - 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 (626) 932-1558

Sponsored by the City of Duarte and Burrtec

Compost Giveaway

Free to Duarte Residents

Where: Duarte City Hall 1600 Huntington Drive

Date: April 13, 2019 - Saturday Time: 8AM to 2PM

Benefits of Compost:
- Helps retain moisture to reduce watering
- Controls erosion
- Suppresses weed growth
- 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. Please bring a copy of your trash bill.

Ayude a mantener limpio su reciclaje

A partir del 1 de enero de 2018, China, el mercado más grande para los materiales de reciclaje del mundo, implementó la nueva política de "Espada Nacional". Esta política prohibió numeroso materiales, incluidos varios tipos de plásticos, papeles mezclados é estableció estándares estrictos para los niveles de contaminación. Esta política ha impactado las operaciones de reciclaje en los Estados Unidos de tal manera que las partes afectadas ahora enfrentan los desafíos de los materiales reciclados con poco o ningún valor en los mercados de productos básicos, mejorando y disminuyendo los niveles de contaminación de materiales reciclables, y aprendiendo que ciertos materiales ya no pueden ser reciclable. Necesitamos su apoyo. Para seguir buscando mercados alternativos y ayudar a contener los costos. Ayúdenos a reducir los niveles de contaminación solo colocando materiales aceptables en su contenedor de reciclaje.

Bultos de reciclaje clasificados de acuerdo al tipo de material se envían a las empresas de fabricación de reciclaje y ahí son transformados en nuevos productos. En la línea de clasificación en la Instalación de Recuperación de Materiales (MRF) los trabajadores eliminan cualquier contaminante. Este es un paso esencial, que requiere mucho tiempo y que puede ralentizar el proceso. Si fallan detectar cualquier contaminante en el proceso de clasificación, los bultos de reciclaje terminados podrían ser rechazados por los fabricantes de reciclaje y, por lo tanto, no son aceptables para ser reciclados. Mantener sus contenedores libres de basura y sin contaminantes no reciclables. Ayudará a reducir los inevitables aumentos futuros en los costos de reciclaje. Comparte el mensaje "¡Ayude a mantener limpio su reciclaje!"

Información de Contacto

Burrtec Waste Services
1017 West Gladstone Street
Azusa, CA 91702

Servicio al Cliente
(626) 932-1558

Servicio de Pago Automatizado
(866) 306-9004

Horas de oficina
lunes a viernes
8:00 am a 5:00 pm

Página web
Burrtec.com/Duarte

Siguenos en

¡Limpieza en la comunidad!

• sábado, abril 13, 2019 •

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) Duarte City Hall 1600 Huntington Drive	8 a.m. - 2 p.m.
2) Beardslee Elementary 1212 Kellwill Way	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 Duarte City Hall 1600 Huntington Drive

Fecha abril 13, 2019, sábado Hora 8AM - 2PM

Para obtener más información, por favor llame Burrtec al (626) 932-1558.

Patrocinado por la ciudad de Duarte y Burrtec.

Reparto de abono gratis

Gratis para los residentes de Duarte

Dónde Duarte City Hall 1600 Huntington Drive

Fecha abril 13, 2019, 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. Por favor traiga una copia de su factura de basura.

Recycle Right!

Place these types of materials in your recycling barrel. Make sure all containers are completely empty.

- ✔ Aerosol cans (must be empty)
- ✔ Aluminum cans
- ✔ Brochures
- ✔ Cardboard
- ✔ Cartons
- ✔ Cereal boxes (remove wax paper lining)
- ✔ Coupons
- ✔ Envelopes
- ✔ Glass bottles, jars
- ✔ Glass cosmetic bottles
- ✔ Junk mail
- ✔ Laundry bottles
- ✔ Magazines/catalogs
- ✔ Milk/juice cartons
- ✔ Newspaper
- ✔ Paper
- ✔ Paper tubes
- ✔ Phone books
- ✔ Plastic containers
- ✔ Plastic milk jugs
- ✔ Styrofoam products*
- ✔ Tin cans
- ✔ Tissue boxes
- ✔ Wrapping paper

Place Recycling material in your blue barrel.

*Not all areas recycle Styrofoam. Please contact customer service for more details.

Contact Information

Burrtec Waste Services
1017 West Gladstone Street
Azusa, CA 91702
Customer Service
(626) 932-1558
Automated Payment Service
(866) 306-9004
Hours of Operation
Monday - Friday
8:00 am to 5:00 pm
Website
Burrtec.com

Follow us on

Community Clean-Up

Saturday, September 21 Hours: 8:00 a.m. to 2:00 p.m.

Bulky Item Drop-Off

Burrtec offers two convenient drop-off locations for Duarte's community clean-up. Burrtec will be collecting non-hazardous waste. Please NO tires, commercial waste or hazardous waste. Please bring your Burrtec trash bill for proof of residency.

Drop-Off Locations:
1) Duarte City Hall, 1600 Huntington Dr.
2) Beardslee Elementary 1212 Kellwil Way

Acceptable Items:

Appliances
• Dishwashers
• Refrigerators
• Stoves
• Washers & dryers
• Water heaters

Furniture
• Chairs
• Couches
• Mattresses
• Tables

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

Shred Event

Protect your identity, shred your personal papers for FREE!
Location: Duarte City Hall, 1600 Huntington Dr. (Duarte Residents ONLY)

What to bring: old bank statements, old pay stubs, credit card applications, old papers with personal information. No binders please.

Compost Giveaway

Location: Duarte City Hall, 1600 Huntington Dr.
(Duarte Residents ONLY)

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. Compost available while supplies last. Please bring a copy of your trash bill.

Sponsored by the City of Duarte and Burrtec. For more information please call Burrtec at (626) 932-1558.

Household Hazardous Waste Collection Event

Saturday, September 21, 2019 - from 9 a.m. to 3 p.m.
City Hall parking lot • 1600 Huntington Drive

Household Hazardous Waste Collection events are FREE and open to all residents of L.A. County for household waste. There is a transportation limit of 15 gallons or 125 pounds of hazardous waste per trip.

Acceptable Items:
- Anti-freeze
- Batteries
- Compact fluorescent light bulbs (CFLs)
- Computer monitors
- Expired Medications
- Household cleaners
- Motor oil and filters
- Paints
- Pesticides
- Solvents
- Television sets
- Weed killers

For additional information, please visit www.CleanLA.com or call (888) CLEAN LA.

¿Que puede usted reciclar?

Coloque estos materiales en su contedor. Asegúrese que todo los envases estén completamente vacíos.

- ✔ Botellas de cosméticos de vidrio
- ✔ Botellas & frascos de vidrio
- ✔ Botellas de productos de lavandería
- ✔ Botes de lamina
- ✔ Cajas de cereal (quitarles la bolsa de papel encerado)
- ✔ Cajas de Pañuelos desechables
- ✔ Cartón
- ✔ Correo no deseado (junk)
- ✔ Cupones
- ✔ Directorios telefónicos
- ✔ Envases de plástico para leche
- ✔ Folletos
- ✔ Latas
- ✔ Latas de Aerosol (deben estar completamente vacíos)
- ✔ Papel
- ✔ Papel de envolver (envoltura)
- ✔ Periódicos
- ✔ El poliestireno*
- ✔ Productos de espuma de estireno
- ✔ Receipiente de Cartón
- ✔ Recipientes de plástico #1-#7
- ✔ Revistas/catálogos
- ✔ Sobres (aun los que tienen ventana de plástico)
- ✔ Tubos de papel

Coloque estos materiales en su azul contedor.

*No todas las áreas reciclan el poliestireno. Por favor, póngase en contacto con servicio al cliente para más detalles.

Información de Contacto

Burrtec Waste Services
1017 West Gladstone Street
Azusa, CA 91702
Servicio al Cliente
(626) 932-1558
Servicio de Pago Automatizado
(866) 306-9004
Horas de oficina
lunes a viernes
8:00 am a 5:00 pm
Página web
Burrtec.com

Síguenos!

¡Limpieza en la comunidad!

Sábado, 21 de septiembre Horario: 8:00 a.m. - 2:00 p.m.

Recolección de Artículos Grandes y Voluminosos

Burrtec ofrece dos 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:
1) El ayuntamiento de Duarte, 1600 Huntington Drive
2) Escuela primaria de Beardslee, 1212 Kellwil Way

Artículos Aceptables:

Electrodomésticos	Muebles	Otros
• Calentadores de agua	• Colchones	• Atados de leña/ramas de árboles (Máximo de 48 pulgadas de longitud)
• Estufas	• Mesas	• Desperdicios electrónicos
• Stoves	• Sillas	• Juguetes
• Lavadoras y secadoras	• Sofás	
• Refrigeradoras		

Patrocinado por la ciudad de Duarte y Burrtec. Para obtener más información, por favor llame Burrtec al (626) 932-1558.

Destruccion de documentos

Proteja su identidad , destruya sus documentos personales GRATIS!
Ubicado en el ayuntamiento de Duarte, 1600 Huntington Drive (Los residentes de Duarte SOLAMENTE)

Qué llevar: viejos estados de cuenta, talones de pago, solicitudes de tarjetas de crédito, papeles con información personal. No se aceptan cuadernos.

Reparto de abono gratis

Ubicado en el ayuntamiento de Duarte, 1600 Huntington Drive
(Los residentes de Duarte SOLAMENTE)

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. Abono disponible mientras dure el suministro. Por favor traiga una copia de su factura de basura.

Evento de recolección de desperdicios domésticos peligrosos

Sabado, 21 de septiembre, 2019 Horario: 9 a.m. - 3 p.m.
Estacionamiento de el ayuntamiento de Duarte • 1600 Huntington Drive

Los eventos de recolección de desperdicios domésticos peligrosos son GRATUITOS y están abiertos para desecho de desperdicios domésticos a todos los residentes del Condado de Los Ángeles. Existe un límite de transportación de 15 galones o 125 libras de desperdicios peligrosos por viaje.

Los eventos son desde las 9 a.m. hasta las 3 p.m.

Artículos aceptables:
Aceite y filtros de motor
Anticongelantes
Aparatos de televisión
Baterías
Bombillas fluorescentes compactas
Limpiadores domésticos
Mata malezas
Medicamentos vencidos
Monitores de computadora
Pesticidas
Pinturas
Solventes

Para obtener más información, visite www.CleanLA.com o llame (888) CLEAN LA.

September 16, 2019

«BillingCustomerName»
«MailAddress1», «MailAddress2»
«MailCityStateZIP»

Subject: Notice of Non-Compliance – Mandatory Commercial Organics Recycling and Recycling Program

Dear Customer:

Due to state legislation, businesses are required to participate in specific programs to minimize waste going to the landfill and improve air quality. This letter is to inform you of mandatory recycling programs that affect your business.

Assembly Bill 341 (Mandatory Commercial Recycling) set forth mandatory statewide **commercial recycling requirements** that became effective on July 1, 2012. This bill requires businesses generating more than four cubic yards of solid waste per week to arrange for recycling services for the following materials: plastic containers, cardboard products, paper products, metal products, glass, and other items.

Assembly Bill 1826 (Mandatory Commercial Organics Recycling) set forth mandatory statewide **commercial organics recycling** requirements that became effective on January 1, 2019. This bill requires businesses generating more than four cubic yards of solid waste per week to establish and maintain commercial organics recycling services. Organic waste (also referred to as organics) includes food waste, landscape waste, pruning waste and nonhazardous wood.

In accordance with AB 341 and AB 1826, your business or property at **«SvcAddress»** is **required** to implement mandatory organics recycling and/or recycling. Assistance in evaluating your overall solid waste needs is also available. Burrtec's Waste and Recycling Service Coordinators can conduct a **free** waste assessment and assist you in making any necessary changes in service to comply with the law.

Complete and return the attached form to report the status of your compliance. **Your deadline to comply and avoid enforcement action is October 16, 2019.**

Completed compliance forms can be submitted via mail (using the provided return envelope), or email (cf@burrtec.com), or fax (909-429-4298). The new and easy-to-use digital form can be completed at Burrtec.com/Duarte located in the Commercial section of the webpage.

We appreciate your cooperation in this matter and will follow up to ensure your compliance is properly recorded. Should you have any questions or to obtain a waste assessment, please call Burrtec's Customer Service office at (800)325-9417.

Sincerely,

Karen Herrera
Deputy City Manager
City of Duarte

Combo CommRC 9-2019

2019 Mandatory Commercial Recycling and Organics Compliance Form

Form to be completed by any business that received a non-compliance letter and/or generates recyclables materials, food waste and/or landscape waste.

Deadline: Complete and return the attached form to report the status of your compliance. **Your deadline to comply and avoid enforcement action is October 16, 2019.** The Commercial Recycling and Organics Compliance Form can be returned by mail, email, online or fax. The new and easy-to-use digital form can be completed at Burrtec.com/Duarte located in the Commercial section of the webpage. Then select the link titled Mandatory Commercial Recycling and Organics Compliance Form

Mail: Burrtec Waste Industries, Attn: Commercial Organics, 9890 Cherry Avenue, Fontana, CA 92335
Email:cf@burrtec.com **Online:**Burrtec.com/Duarte **Fax:**909-429-4298

BUSINESS/ORGANIZATION INFORMATION:

Business Name: **«ServiceCustomerName»**

Business Type: _____

Service Address: **«SvcAddress», «SvcCityStateZIP»**

Business Mailing Address (if different): _____

Contact Person (Name/Title): _____

Phone Number: _____ Email Address: _____

FOOD WASTE INFORMATION

1. Does your business generate over 150 pounds of food waste? ☐ **Yes** ☐ **No**
**If no, please move forward to item 10.*

2. Do you recycle or donate your food waste? ☐ **Yes** ☐ **No**

(Check all that apply)

- ☐ Food waste (Backhauled)
  (Return unused product to distribution center)
- ☐ Food waste recycled by another company
- ☐ Edible food donated
  How much was donated (tons/lbs/gallons/bags) _____
- ☐ Other: _____

3. If you use backhaul or another company, please provide the following information:

Company Name: _____ Phone number: _____

4. Types of food recycled. (Check all that apply)

☐ Fruit ☐ Meats ☐ Seafood ☐ Vegetables ☐ Dairy Products

☐ Canned Goods ☐ Soups ☐ Baked Goods ☐ Other: _____

5. Approximately how much food is recycled per week? (tons/lbs/gallons/bags, etc.) _____

6. Where does the backhaul company or food waste recycler take the food waste to be recycled?

_____

7. Do you donate your edible food to charity? ☐ Yes ☐ No

If yes, please provide Charity Name: _____

Type of food donated?

_____

8. If you do not recycle or donate your food, what do you do with the food waste generated? _____

_____

9. Is there any additional information you would like to provide?

_____

_____

LANDSCAPE/GREEN WASTE INFORMATION

Landscape waste means leaves, grass clippings, plant and tree trimmings.

10. Does your business generate over 75 pounds of landscape waste?

☐ **Yes** ☐ **No** **If no, please move forward to Item 12.*

10a. Approximately how much landscape waste is generated per week?

(tons/lbs/gallons/bags, etc.)

_____

11. Do you recycle your landscape waste? ☐ **Yes** ☐ **No**

(Check all that apply)

☐ Landscape wastes removed by landscaper and recycled at composting facility *(provide landscape company and compost facility information below):*

Landscape company name: _____

Landscape phone number: _____

Composting facility used by landscaper (name and address):_____

2018 tonnage recycled: _____

☐ Landscape Waste is recycled on site by (check all that applies):

2018 tonnage recycled onsite: _____

☐ Grass cycling turf ☐ on-site mulching ☐ on-site composting

☐ Other_____

RECYCLING PROGRAM INFORMATION

12. Approximately how much recycling is generated per week?

(tons/lbs/gallons/bags, etc.)

_____

_____

13. Do you self-haul the separated recyclables? ☐ Yes ☐ No

14. If you use another recycling company/service please provide the following information:

Company Name:

_____

Phone Number:

_____

15. Would you like a waste assessment conducted at your business or organization? ☐ Yes ☐ No

*If yes, please complete items below.

*If no, please complete items 17, 18, and return the completed form per the directions at the top of the form.

Contact Information: _____

Phone Number: _____

Email Address: _____

16. What is the best time of day to contact you? Day:_____Time:_____

17. Print name and title of person filling out this form:

Name_____Title_____

18. Signature: _____ Date: _____

Internal Use Only:«BillingCustomerID»

EE Name: _____**Billing Group ID:**_____**R Code:** _____**F/G Code:**_____/_____ **Sales Ticket: Yes☐ / No ☐**

Are You In Compliance? Let Us Help!

Mandatory Commercial Organics Recycling

The California State Legislature approved Assembly Bill 1826 (AB 1826) which set forth statewide mandatory commercial organic waste recycling. Effective January 1, 2019, AB 1826 mandates that businesses and public entities, generating 4-cubic yards or more of solid waste to establish and maintain a commercial organics recycling program. Organic waste means food waste, food soiled paper, landscape waste, green waste, pruning waste, and non-hazardous wood waste.

The law phases in the requirements on businesses over time. Additionally, the State law contains a trigger that will increase the scope of affected businesses, if waste reduction targets are not met.

- **January 1, 2019:** Businesses and public entities, generating 4-cubic yards or more of solid waste to establish and a commercial organics recycling program.
- **Summer/Fall 2021:** If CalRecycle determines that the statewide disposal of organic waste in 2020 has not been reduced by 50 percent of the level of disposal during 2014, the organic recycling requirements on businesses will expand to cover businesses that generate 2 cubic yards or more of commercial solid waste per week. Additionally, certain exemptions may no longer be available if this target is not met.

Your Business Can Comply By Taking The Following Actions:	Your Business May Be In Compliance If:
• Separate food and/or landscape waste from your trash and subscribe to an organics recycling service with Burrtec Waste Industries.	• Contract landscaper removes landscape waste as part of their service and takes it to a composting facility for recycling.
• Recycle your organic waste on site, or self-haul your organic waste off-site for recycling.	• Food waste organics are back-hauled to a distribution center for recycling.
• Donate edible food to a food bank, or food rescue as appropriate. Food rescue contact information: • Los Angeles region: Food Finders ☎ (562) 283-1400 • Riverside region: Feeding America ☎ (951) 359-4757 • San Bernardino region: Community Action Partnership ☎ (909) 723-1500	• Edible food is donated to a non-profit for distribution to those in need.

Note: Additional information may be required to confirm compliance.

It is important that your business ensure compliance by contacting Burrtec to either set up organics service or verify compliance.

Mandatory Commercial Recycling

Mandatory Commercial Recycling requires businesses (includes public entities) that generates four cubic yards or more of commercial solid waste per week to arrange and maintain a commercial recycling program.

Recycling not only conserves our natural resources but can save money by reducing waste disposal costs. Our staff can assist in selecting the appropriate recycling service level, along with the necessary education and outreach to residents and managerial staff. Call our Customer Service department today to schedule a complimentary waste and recycling assessment.

If you already have a recycling program and would like to make additional enhancements, please call our Customer Service department for assistance.

Should you have any questions
or to obtain a waste assessment call our Customer Service department.

September 16, 2019

«BillingCustomerName»
«MailAddress1»,«MailAddress2»
«MailCityStateZIP»

RE: NOTICE OF NON-COMPLIANCE – MANDATORY MULTIFAMILY RECYCLING PROGRAM

Dear Business/Property Manager:

Our records indicate your property located at **«SvcAddress»** is not in compliance with Mandatory Multifamily Recycling, as required by Assembly Bill 341.

Assembly Bill 341 (Mandatory Commercial Recycling) set forth mandatory statewide **multifamily recycling requirements** that became effective on July 1, 2012. This bill requires multifamily residential dwellings (five or more units) to arrange for recycling services for the following materials: plastic containers, cardboard products, paper products, metal products, glass, and other items.

In accordance with AB 341, your property is **required** to implement mandatory recycling. Assistance in evaluating your overall solid waste needs is also available. Burrtec's Waste and Recycling Service Coordinators can conduct a **free** waste assessment and assist you in making any necessary changes in service to comply with the law.

Complete and return the attached form to report the status of your compliance. **Your deadline to comply and avoid enforcement action is October 16, 2019.**

Completed compliance forms can be submitted via mail (using the provided return envelope), or email (cf@burrtec.com), or fax (909-429-4298). The new and easy-to-use digital form can be completed at Burrtec.com/Duarte located in the multifamily section of the webpage.

We appreciate your cooperation in this matter and will follow up to ensure your compliance is properly recorded. Should you have any questions or to obtain a waste assessment, please call Burrtec's Customer Service office at (800)325-9417.

Sincerely,

Karen Herrera
Deputy City Manager
City of Duarte

MEMO 8-2019

2019 Mandatory Multifamily Recycling Compliance Form

Form to be completed by any property owner or management company that received a non-compliance letter and/or generates recyclables materials.

Deadline: Complete and return the attached form to report the status of your compliance. **Your deadline to comply and avoid enforcement action is October 16, 2019.** The Mandatory Multifamily Recycling Compliance Form can be returned by mail, email, online or fax. The new and easy-to-use digital form can be completed at Burrtec.com/Duarte located in the multifamily section of the webpage. Then select the link titled Mandatory Multifamily Recycling Compliance Form

Mail: Burrtec Waste Industries, Attn: Commercial Organics, 9890 Cherry Avenue, Fontana, CA 92335
Email:cf@burrtec.com **Online:**Burrtec.com/Duarte **Fax:**909-429-4298

BUSINESS/ORGANIZATION INFORMATION:

Business Name: **«ServiceCustomerName»**

Number of Units: _____

Service Address: **«SvcAddress», «SvcCityStateZIP»**

Business Mailing Address (if different): _____

Contact Person (Name/Title): _____

Phone Number: _____

Email Address: _____

RECYCLING PROGRAM INFORMATION

1. Approximately how much recycling is generated per week? (tons/lbs/gallons/bags, etc.)

_____

2. Do you self-haul the separated recyclables? ☐ Yes ☐ No If yes, how many pounds were recycled in 2018:_____

3. If you use another recycling company/service please provide the following information:

Company Name: _____Total pounds recycled in 2018:_____

Phone Number: _____

4. Would you like a waste assessment conducted at your business or organization? ☐ Yes ☐ No

*If yes, please complete the items below.

*If no, please complete items 6, 7, and return the completed form per the directions at the top of the form.

Contact Information: _____

Phone Number: _____

Email Address: _____

5. What is the best time of day to contact you? Day: _____ Time: _____

6. Print name and title of person filling out this form:

Name _____ Title _____

7. Signature: _____ Date: _____

Internal Use Only Account: «BillingCustomerID»

EE Name: _____ R Code: _____ Billing Group: _____ Sales Ticket: Yes ☐ / No ☐

September 16, 2019

«BillingCustomerName»
«MailAddress1», «MailAddress2»
«MailCityStateZIP»

RE: NOTICE OF NON-COMPLIANCE MANDATORY MULTIFAMILY ORGANICS RECYCLING

Dear Owner/Property Manager,

Our records indicate your business or property located at **«SvcAddress»** is not in compliance with Mandatory Multifamily Organics Recycling, as required by Assembly Bill 1826.

Assembly Bill 1826 (AB 1826), approved by the State of California, set forth mandatory multifamily organic recycling requirements statewide and requires multifamily dwellings (five units or more) generating more than four cubic yards of solid waste per week to arrange for organic waste recycling services as of January 1, 2019. Organic waste (also referred to as organics) includes landscape waste, green waste and pruning waste, and non-treated wood. Multifamily dwellings organics recycling is specific to landscape waste only (not food waste).

You can comply by following one of the methods listed below:

1. Separating your organic waste from your trash and subscribing to landscape waste organics recycling service with Burrtec. Burrtec can provide a no-cost waste assessment to help get you started.

2. Contract landscaper removes landscape waste as part of their service and takes it to a composting facility for recycling.

Complete and return the attached form to report the status of your compliance. **Your deadline to comply and avoid enforcement action is October 16, 2019.** The new and easy-to-use digital form can be completed at Burrtec.com/Duarte. Select the link titled: Mandatory Multifamily Organics Recycling Compliance Form.

We appreciate your cooperation in this matter and look forward to working with you. If you have any questions or concerns, please contact Burrtec Customer Service at (800)325-9417.

Sincerely,

Karen Herrera
Deputy City Manager
City of Duarte

MEMORe 9-2019

Mandatory Multifamily Organics Recycling Compliance Form

Multifamily dwellings subject to the law, AB 1826, are required to complete the compliance form annually to update their compliance status. Multifamily dwellings organics diversion is specific to landscape waste only (not food waste).

Deadline: Complete and return the attached form to report the status of your compliance. **Your deadline to comply and avoid enforcement action is October 16, 2019.** The Mandatory Multifamily Recycling Compliance Form can be returned by mail, email, online or fax. The new and easy-to-use digital form can be completed at Burrtec.com/Duarte located in the multifamily section of the webpage. Then select the link titled Mandatory Multifamily Recycling Compliance Form

Mail: Burrtec Waste Industries, Attn: Commercial Organics, 9890 Cherry Avenue, Fontana, CA 92335
Email: cf@burrtec.com **Online:** Burrtec.com/Duarte **Fax:** 909-429-4298

BUSINESS/ORGANIZATION INFORMATION:

Business Name: **«ServiceCustomerName»**

Number of Units: _____

Service Address: **«SvcAddress», «SvcCityStateZIP»**

Business Mailing Address (if different): _____

Contact Person (Name/Title): _____

Phone Number: _____ Email Address: _____

LANDSCAPE/GREEN WASTE INFORMATION: *Landscape waste means leaves, grass clippings, plant and tree trimmings.*

1. Does your multifamily dwelling generate over 75 pounds of landscape waste weekly? ☐ **Yes** ☐ **No** **If the answer is no, please move forward to Item 4*

1a. Approximately how much Landscape waste is generated per week? (tons/lbs/gallons/bags, etc.)

_____

2. Do you currently separate your landscape waste from your trash? ☐ **Yes** ☐ **No**

3. Do you recycle your landscape waste? ☐ **Yes** ☐ **No**

(Check all that apply)

☐ **Landscape waste removed by landscaper and recycled at composting facility**
(Provide landscape company & compost facility information below):

Name: _____

Phone number/Email: _____

Composting facility used by landscaper (name and address):

_____

Landscape Waste is recycled on site by *(check all that applies):*

☐ **Grass cycling turf** ☐ **On-site mulching** ☐ **On-site composting** ☐ **Other**_____

4. Would you like a waste assessment conducted at your business or organization? ☐ Yes ☐ No

If yes, please complete the items below.

If no, please complete items 6, 7, and then return completed form per the directions at the top of the form.

Contact Information: _____

Phone Number: _____

Email Address: _____

5. What is the best time of day to contact you? Day: _____ Time: _____

6. Print name and title of person filling out this form:

Name _____ Title _____

7. Signature: _____ Date: _____

Internal Use Only Account: «BillingCustomerID»

EE Name: _____ **Billing Group:** _____ **F/G Code:** _____/_____ **Sales Ticket:** Yes ☐/ No ☐

Are You In Compliance? Let Us Help!

Mandatory Multifamily Organics Recycling

The California State Legislature approved Assembly Bill 1826 (AB 1826) which set forth statewide mandatory multifamily organic waste recycling. Effective January 1, 2019, AB 1826 mandates that multifamily dwellings (five or more units), generating 4-cubic yards or more of solid waste to establish and maintain a landscape waste recycling program. Multifamily dwellings organics diversion is specific to landscape waste only (not food waste). Organic waste means landscape waste, green waste, pruning waste, and non-hazardous wood waste.

The law phases in the requirements on multifamily dwellings over time. Additionally, the State law contains a trigger that will increase the scope of affected multifamily residential dwellings, if waste reduction targets are not met.

- **January 1, 2019:** Multifamily dwellings (five or more units), generating 4-cubic yards or more of solid waste to establish and maintain a landscape waste recycling service.
- **Summer/Fall 2021:** If CalRecycle determines that the statewide disposal of organic waste in 2020 has not been reduced by 50 percent of the level of disposal during 2014, the organic recycling requirements on multifamily dwelling of 5 units or more will expand to cover properties that generate 2 cubic yards or more of solid waste per week. Additionally, certain exemptions may no longer be available if this target is not met.

Your Multifamily Dwelling Property Can Comply By Taking The Following Actions:	Your Multifamily Dwelling Property May Be In Compliance If:
• Separate landscape waste from your trash and subscribe to an landscape waste recycling service with Burrtec Waste Industries.	• Contract landscaper removes landscape waste as part of their service and takes it to a composting facility for recycling.
• Recycle your landscape waste on site, or self-haul your landscape waste off-site for recycling.	

Note: Additional information may be required to confirm compliance.

It is important that your multifamily dwelling property ensure compliance by contacting Burrtec to either set up organics service or verify compliance.

Mandatory Multifamily Recycling

Mandatory Commercial Recycling requires a multifamily residential dwelling of five units or more to arrange and maintain a multifamily recycling program.

Recycling not only conserves our natural resources but can save money by reducing waste disposal costs. Our staff can assist in selecting the appropriate recycling service level, along with the necessary education and outreach to residents and managerial staff. Call our Customer Service department today to schedule a complimentary waste and recycling assessment.

If you already have a recycling program and would like to make additional enhancements, please call our Customer Service department for assistance.

Should you have any questions
or to obtain a waste assessment call our Customer Service department.

New Threshold For Mandatory Organics Recycling

Effective January 2019, the State's Mandatory Organic Waste Recycling law (AB 1826) requires all businesses generating more than four cubic yards of solid waste per week to recycle food waste and landscape waste and multi-family residential properties with five dwelling units or more that generate four cubic yards of solid waste per week to arrange for landscape waste recycling services. Multi-family dwellings organics diversion is specific to landscape waste only (not food waste). Burrtec offers food waste and landscape waste recycling service to assist in complying with the law.

Year	Cubic Yards Generated Weekly
2019	**4 Cubic Yards (commercial solid waste, regardless of amount of organic waste)**
2020	2 Cubic Yards (commercial solid waste, if state does not meet goal)

Organic Materials

Food Waste

Landscape Waste

You can comply by taking the following actions:

- Separate food and/or landscape waste from your trash and subscribe to an organics recycling service with Burrtec Waste Industries.
- Donate edible food to a food bank, or food rescue as appropriate. For food rescue information contact Food Finders at (562) 283-1400.

You may be in compliance if:

- Contract landscaper removes landscape waste as part of their service and takes it to a composting facility for recycling.
- Food waste organics are back-hauled to a distribution center for recycling.
- Edible food is donated to a non-profit for distribution to those in need.

It is important that your business ensure compliance by contacting Burrtec at (800) 325-9417 to either set up organics service or verify compliance.

Contact Information

Burrtec Waste Industries
1017 West Gladstone Street
Azusa, CA 91702

Automated Payment Service
(866)306-9004

Customer Service
(800) 325-9417

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

Website
Burrtec.com

Follow us on

Did You Know?

Roughly 30 to 40 percent of the food supply in the U.S. is wasted, that equals 20 pounds of food wasted per person per month.

Holiday Schedule

No service on these 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.

Mandatory Commercial Recycling - Is Your Business in Compliance?

California Assembly Bill 341 mandates businesses and public entities, generating 4-cubic yards of trash or more and multi-family residential dwellings with five or more units, to establish and maintain recycling service. Recycling not only conserves our natural resources, but can save money by reducing waste disposal costs. Burrtec recycling coordinators can assist in selecting the appropriate recycling service level, along with the necessary education and outreach to residents and managerial staff. Call our Customer Service department today to schedule a complimentary waste and recycling assessment.

Recycle Right!

Place these types of materials in your recycling container.

- ✔ Aerosol cans (must be completely empty)
- ✔ Aluminum cans
- ✔ Brochures
- ✔ Cardboard
- ✔ Cartons
- ✔ Cereal boxes (remove wax paper lining)
- ✔ Computer paper
- ✔ Coupons
- ✔ Envelopes
- ✔ Glass bottles, jars
- ✔ Glass cosmetic bottles
- ✔ Junk mail
- ✔ Laundry bottles
- ✔ Magazines/catalogs
- ✔ Newspaper
- ✔ Paper
- ✔ Paper tubes
- ✔ Phone books
- ✔ Plastic containers #1– #7
- ✔ Plastic milk jugs
- ✔ Styrofoam products
- ✔ Tin cans
- ✔ Tissue boxes
- ✔ Wrapping paper

Diversion for Construction and Demolition (C&D)

Burrtec's Material Recovery Facilities can handle a wide array of materials for recycling and landfill diversion. If you are a builder, contractor or other agency looking to meet CalGreen/local C&D recycling ordinances/LEED Certification, we can help. Burrtec's C&D program assists in meeting State regulations that require construction and demolition projects to divert 65% of C&D materials from local landfills. Diversion reports are available upon request. Please contact Burrtec's Customer Service Department for more information at (800) 325-9417.

Help Keep Your Recycling Clean

As of January 1, 2018, China, the largest market for the world's recycling materials, enforced the new "National Sword" policy. This policy banned numerous materials including several types of plastics, unsorted mixed paper and set strict standards for contamination levels. This policy has impacted recycling operations across the U.S. such that stakeholders are now faced with the challenges of stockpiled recyclables with little to no value in commodities markets, improving and lowering the levels of contamination from recyclables, and learning that certain materials may no longer be recyclable. We need your support. In order to continue pursuing alternative markets and help contain costs, please help lower the levels of contamination by only placing acceptable materials in your recycling container.

Sorted recycle bales are shipped to recycling manufacturing companies and made into new products. At the sorting line at the Material Recovery Facility (MRF), workers must remove any contaminants— this is an essential but also time-consuming step that can slow down the process. If any contaminants are missed in the sorting process, the finished recycle bales could be rejected by recycling manufacturers and, therefore, not acceptable to be recycled. Keeping your containers free of trash and non-recyclable contaminants will help in reducing unavoidable future recycling cost increases. Spread the message, "Help keep your recycling clean!"

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 for approximately a 2 week period after Christmas Day. Trees 6' 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 6' and over need to be cut in half.

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 1 week, place excess holiday trash/ recyclables in bags alongside your containers on your collection day.

Contact Information

Burrtec Waste Services
1017 West Gladstone Street
Azusa, CA 91702

Customer Service
(800) 325-9417

Automated Payment Service
(866) 306-9004

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

Website
Burrtec.com

Follow us on

Free
Used Oil Recycling Kits
for Duarte Residents

Pick up a kit from Duarte City Hall, 7:30am to 6pm, Monday through Thursday. Or contact Burrtec at 800-325-9417, and a kit will be delivered to your residence. Recycling kits available while supplies last.

▶ *Used Oil Recycling Kit includes:*
9 quart drain container ▪ filter collection bags ▪ list of recycling options

Recycle Used Motor Oil & Used Filters

▶ Deliver used motor oil and used filters to a certified collection center:

AutoZone. . . . . 1346 E. Huntington Drive, Duarte, CA. . . 626-357-0554
Goodyear Tires. . . . . .1098 E. Huntington Drive, Duarte, CA. . . 626-358-2591
Advantage Ford, service. . . .1031 E. Central Avenue, Duarte, CA. . . . 626-359-9689

▶ Or contact Burrtec at 800-325-9417 to schedule a curbside pickup.

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

No service on these 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.

Otoño 2019

BURRTEC NEWS

Información de Desechos y Reciclaje

Patrocinado por la Ciudad de Duarte y Burrtec Waste Services

"Nosotros Nos Encargaremos De Ello"

Los días festivos se acercan pronto!

Burrtec recogerá sus árboles navideños por approxidamente 2 semanas despues del dia de Navidad. Simplemente coloque su arbolito en la acera junto a su contenedor el día regular de su recolección. Árboles más de 6 pies deben ser cortados por la mitad. Por favor quite todos los ornamentos y la base del árbol.

Basura y Reciclaje Adicional de los Dias Festivos

Aproximadamente el 80% de la basura de los días festivos es reciclable. Todas las cajas de regalo, papel de envolver, tarjetas de navidad, y embalajes de cartón son artículos que pueden ser colocados en el barril de reciclaje. Burrtec recogerá el exceso de basura y reciclables de los días festivos por approxidamente 1 semana despues del dia de Navidad. Coloque el exceso de basura/ reciclables en bolsas junto a los contenedores automatizados en el día de recolección.

Información de Contacto

Burrtec Waste Services
1017 West Gladstone Street
Azusa, CA 91702

Servicio al Cliente
(800) 325-9417

Servicio de Pago Automatizado
(866) 306-9004

Horas de oficina
lunes a viernes
8:00 am a 5:00 pm

Página web
Burrtec.com

Síguenos

Gratis Estuches de Reciclaje para Aceite Usado *para los Residentes de Duarte*

Recoja un estuche del Ayuntamiento de Duarte, de 7:30am a 6pm, de lunes a jueves. O póngase en contacto con Burrtec al 800-325-9417, y un estuche será enviado a su residencia. Los estuches de reciclaje estarán disponibles hasta agotarse.

▶ *Estuche de Reciclaje para Aceite Usado incluye:*
un recipiente de drenaje de 9 cuartos ▪ bolsas de recolección de filtros
lista de opciones de reciclaje

Recicle Aceite de Motor y Filtros Usados

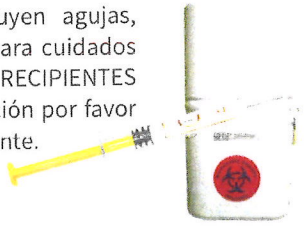
▶ Entregar el aceite de motor y filtros usados a un centro certificado :

AutoZone. . . . . 1346 E. Huntington Drive, Duarte, CA. . .626-357-0554
Goodyear Tires. . . . . .1098 E. Huntington Drive, Duarte, CA. . .626-358-2591
Advantage Ford, service. . . .1031 E. Central Avenue, Duarte, CA. . . .626-359-9689

▶ O póngase en contacto con Burrtec al 800-325 -9417 para programar una cita para recojer.

¡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 comunlquese a nuestro Departamento de Servicio al Cliente.



Horario Festivo

- Año Nuevo
- Día de Acción de Gracias
- Día de los Caídos
- Día de la Independencia
- Día de Navidad
- Día del Trabajo

Cuando un día feriado caiga durante la semana, las recoleccion del servicio para el resto de la semana será retrasado por un día. No hay interrupción o demora en el servicio cuando el dia feriado cae en un sábado o domingo.

LOS ANGELES COUNTY HAULER PERMIT

COUNTY OF LOS ANGELES
Public Health

THIS PERMIT MUST BE CONSPICUOUSLY DISPLAYED ON THE PREMISES

BWS

Public Health Permit
Valid Until 12/31/2019

PR Number: PR0157413
Program ID: COMMERCIAL
Description: SWF - WASTE COLLECTOR YARD FEE

Facility Owner - Mail Address
BURRTEC WASTE SERVICES
9890 CHERRY AVE
FONTANA, CA 92335-5202

SWA

Facility Location
BURRTEC WASTE INDUSTRIES, INC
1017 W GLADSTONE ST
AZUSA, CA 91702

PERFORMANCE BOND

This bond replaces and supersedes the prior bond # 0153513-05 . The penal sum contained herein is not cumulative with prior bonds.

BOND NUMBER: 0153513-06

PREMIUM: $3,443.00

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 Two Hundred Seventy-Five Thousand Four Hundred and 00/100 Dollars ($275,400.00) 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, 2019 and ending on February 16, 2020 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, 2019 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 23rd day of January, 2019.

Burrtec Waste Services, LLC
Principal

By: _____

Berkley Insurance Company
Surety

By: _____
James E. Hurst, Jr.,
Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On January 23rd, 2019 before me, Deborah Priest-McGinn
Date *Here Insert Name and Title of the Officer*

personally appeared James E. Hurst, Jr.
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Deborah Priest-McGinn
Signature of Notary Public

DEBORAH PRIEST-MCGINN
Commission # 2119668
Notary Public - California
Orange County
My Comm. Expires Aug 14, 2019

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document
Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney In Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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No. BI-572c

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

NOTICE: The warning found elsewhere in this Power of Attorney affects the validity thereof. Please review carefully.

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: ***Matthew F. Schafnitz; James E. Hurst, Jr.; or Victoria M. Riedl of Acrisure of California, LLC dba Brakke-Schafnitz Insurance Brokers, LLC of Laguna Niguel, 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 28th day of March, 2018.

Attest: Berkley Insurance Company

(Seal)

By _____ By _____
Ira S. Lederman
Executive Vice President & Secretary

Jeffrey M. Hafter
Senior Vice President

WARNING: THIS POWER INVALID IF NOT PRINTED ON BLUE "BERKLEY" SECURITY PAPER.

STATE OF CONNECTICUT)
) ss:
COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 28th day of March, 2018, 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
MY COMMISSION EXPIRES
APRIL 30, 2019

_____
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 23rd day of January, 2019.

(Seal)

_____
Vincent P. Forte

WARNING – Any unauthorized reproduction or alteration of this document is prohibited. This power of attorney is void unless seals are readable and the certification seal at the bottom is embossed. The background imprint, warning and **verification instructions** (on reverse) must be in blue ink.

INSURANCE CERTIFICATE

Client#: 437902 BURRTWASTE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/02/2019

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 any 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

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 : American Zurich Insurance Company	40142
INSURER C : Zurich American Ins Co of Illinois	27855
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Burrtec Waste Group, Inc.
9890 Cherry Avenue
Fontana, CA 92335

COVERAGES CERTIFICATE NUMBER: 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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	X		023627374	03/01/2019	03/15/2020	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
	X BI/PD Ded:25000						MED EXP (Any one person)	$EXCLUDED
							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:							$
C	AUTOMOBILE LIABILITY			BAP014157402	03/01/2019	03/15/2020	COMBINED SINGLE LIMIT (Ea accident)	$2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	UMBRELLA LIAB X OCCUR			021391622	03/01/2019	03/15/2020	EACH OCCURRENCE	$2,000,000
	X EXCESS LIAB CLAIMS-MADE						AGGREGATE	$2,000,000
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			WC014157302	03/01/2019	03/15/2020	X PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

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 91010-0000

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 Turner

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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 Girls, LLC
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
EDCO Disposal
Edward G. Burr
Sandra L. Burr
Cole Burr
Tracy A. Burr
Burr Properties
Empire Disposal, LLC
Fontana Rubbish Collectors, Inc.

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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

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.
Tracey A. Burr, individually
Tracey 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
Cal Disposal Co., Inc.
Universal Waste Systems, Inc.

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INSURED: Burrtec Waste Group, Inc.

POLICY #: 023627374 POLICY PERIOD: 03/01/2019 TO 03/15/2020

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.

INSURED: Burrtec Waste Group, Inc.

POLICY#: 023627374 POLICY PERIOD: 03/01/2019 TO: 03/15/2020

ENDORSEMENT

LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS-PERSON OR ORGANIZATION

(Based on CG 2010 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)	**Location of Covered Operations**
As required by written contract executed by both parties prior to loss	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
   1. Your acts or omissions or
   2. The acts or omissions of those acting on your behalf;

   in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

   However:
   1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
   2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

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This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.

Authorized Representative

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INSURED: Burrtec Waste Group, Inc.

POLICY#: 023627374 POLICY PERIOD: 03/01/2019 TO: 03/15/2020

ENDORSEMENT

LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS- COMPLETED OPERATIONS

(Based on CG 2037 04/13)

This endorsement modifies insurance provided by the following:

COMMERCIAL GENERAL LIABILITY POLICY

SCHEDULE

Name of Additional Insured Person(s) or Organization(s)	**Location of Completed Operations**
As required by written contract executed by both parties prior to loss.	

Information required to complete this Schedule, if not shown above, will be shown in the Declarations

A. **Section II - Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".
However:
   1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
   2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to **Section III - Limits Of Insurance**:

   If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations

All other terms and conditions of the policy remain the same.

Authorized Representative

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INSURED: Burrtec Waste Group, Inc.

POLICY#: 023627374 POLICY PERIOD: 03/01/2019 TO: 03/15/2020

ENDORSEMENT

LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

A. **Section II - Who Is An Insured** is amended to include any person or organization 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 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" included in the "products-completed operatons 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.

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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 or 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.

Authorized Representative OR
Countersignature (In states where applicable)

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INSURED: Burrtec Waste Group, Inc.

POLICY#: 023627374 POLICY PERIOD: 03/01/2019 TO: 03/15/2020

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)

WASTE GENERATIONS & DIVERSION REPORT

BURRTEC WASTE SERVICES
City of Duarte

Waste Generation and Diversion Report
December_2019

Route Description	Refuse	Recycling	E-waste/Sharp	Greenwaste	Tires	Metal	Inert	C&D	Food	Total Tonnage Generated		
Residential Total	**433.32**	**115.31**	**-**	**134.67**	**-**	**-**	**-**	**-**	**2.51**	**685.81**		
Christmas Tree Total	**-**	**0.51**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**0.51**		
Bulky Item Total	**11.29**	**-**	**0.50**	**-**	**0.06**	**1.29**	**-**	**-**	**-**	**13.14**		
Clean Up Total	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**		
Rejected Greenwaste	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**699.46**	**Residential Total**
Multi-Family Total	**222.78**	**12.96**	**-**	**5.06**	**-**	**-**	**-**	**-**	**-**	**240.80**	**240.80**	**Multi-Family**
Residential Bin Total	**4.21**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**4.21**		
Commercial Total	**366.72**	**38.32**	**-**	**8.43**	**-**	**-**	**-**	**-**	**-**	**413.47**	**417.68**	**Commercial Total**
Rolloff Total	**194.48**	**-**	**-**	**5.14**	**-**	**-**	**-**	**143.05**	**-**	**342.67**		
Rejected Greenwaste	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**		
Rolloff - City Yard Total	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**-**	**342.67**	**Rolloff Total**
Grand Total	**1,232.80** (a)	**167.10**	**0.50**	**153.30**	**0.06**	**1.29**	**-**	**143.05**	**2.51**	**1,700.61**		

Diverted Tonnage										Total Tonnage Diverted	Residue %	Residue Tons	Net Tonnage Diverted
Residential Recyling - WM		115.31								115.31	18.90%	21.79	**93.52**
Special Collections - Bulky			0.50		0.06	1.29	-	-		1.85	0.00%	-	**1.85**
Christmas Trees		0.51								0.51	0.00%	-	**0.51**
Residential Food									2.51	2.51	0.00%	-	**2.51**
Residential Greenwaste				134.67						134.67	0.00%	-	**134.67**
Multi-Family Recy - WM		12.96								12.96	18.90%	2.45	**10.51**
Multi-Family Greenwaste				5.06						5.06	0.00%	-	**5.06**
Commercial Recycling - WM		38.32								38.32	18.90%	7.24	**31.08**
Commercial Greenwaste				8.43						8.43	0.00%	-	**8.43**
Rolloff C&D								143.05		143.05	22.89%	32.74	**110.31**
Rolloff-Other Recycling		-		5.14	-	-	-	-		5.14	0.00%	-	**5.14**
Total Diverted Tonnage	**-**	**167.10**	**0.50**	**153.30**	**0.06**	**1.29**	**-**	**143.05**	**2.51**	**467.81**		**64.22**	**403.59**
CIWMB Program	*Refuse*	*Recycling*		*omposting-3000 Serie*	*Special Waste - 4000 Series*				*acility Recovery*			*Refuse*	*All Programs*
CIWMB Program-Code		*2000 Series*		(d)		(c)			*7000 Series*			(b)	(e)
									Gross Diversion	**27.51%**		**Net Diversion**	**23.73%**
									Residential	*36.44%*		*Residential*	*33.32%*
									Multi-Family	*7.48%*		*Multi-Family*	*6.47%*
									Commercial	*11.19%*		*Commercial*	*9.46%*
									Rolloff	*43.25%*		*Rolloff*	*33.69%*

Reconciliation of Tonnage to CIWMB Report:

Total refuse generated	1,232.80	(a)	Total special waste	111.66	(c)
Total residue	64.22	(b)			
Total Refuse	1,297.02		Commercial MRF credit for diversion only		(d)
Net Diverted Tonnage	403.59	(e)			
Total Reported	**1,700.61**				

BURRTEC WASTE SERVICES

CITY OF DUARTE

Program Code	Description	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Y-T-D
Refuse														
	Residential Refuse	444.38	400.54	440.87	438.20	454.80	402.76	428.15	409.01	350.19	392.66	405.36	433.32	5,000.24
	Residential Bulky Items	14.94	9.65	11.90	18.43	15.78	12.64	11.15	15.65	12.57	13.38	8.80	11.29	156.18
	Residential Refuse (residue)	30.18	20.84	22.53	20.88	23.94	21.22	23.27	22.30	19.54	23.56	19.98	21.79	270.03
	Clean Up	0.00	0.00	0.00	25.49	0.00	0.00	0.00	0.00	43.08	0.00	0.00	0.00	68.57
	Government Refuse													0.00
	School Refuse													0.00
	Residential Bin Refuse	4.11	3.76	3.73	3.99	4.15	3.91	4.16	4.17	3.79	4.05	3.64	4.21	47.67
	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	205.13	193.61	190.66	191.18	194.10	191.97	204.77	199.29	182.46	206.38	190.93	222.78	2,373.26
	Multi-Family Refuse (residue)	2.68	2.34	1.75	1.93	2.21	1.34	1.87	1.90	1.98	1.88	2.16	2.45	24.49
	Commercial Refuse	339.20	319.14	314.53	329.98	335.92	330.34	360.62	351.92	321.97	341.38	314.47	366.72	4,026.19
	Rolloff Refuse	195.13	178.84	181.46	218.30	233.65	234.96	191.84	209.25	207.34	219.83	181.66	194.48	2,446.74
	Commercial Refuse (residue)	6.80	5.95	4.44	5.17	5.92	3.60	5.61	5.68	5.93	5.56	6.40	7.24	68.30
	Rolloff Refuse (residue)	5.63	4.24	5.65	11.55	21.75	20.14	13.87	45.14	33.72	28.33	22.22	32.74	244.98
Refuse Totals		1,248.18	1,138.91	1,177.52	1,265.10	1,292.22	1,222.88	1,245.31	1,264.31	1,182.57	1,237.01	1,155.62	1,297.02	14,726.65
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	115.61	79.84	86.30	80.50	92.29	81.78	96.06	92.07	80.65	101.11	85.76	93.52	1,085.49
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	40.18	33.94	23.72	27.34	31.33	19.07	37.18	31.29	32.62	34.98	36.74	41.59	389.98
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	5.65	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.51	6.16
2080-RC-SPE	Special Collection - Events	0.00	0.00	0.00	2.24	0.00	0.00	0.00	0.00	2.51	0.00	0.00	0.00	4.75
2090-RC-OTH	Other Recycling-Pre Sorted Roll-off	0.00	0.00	1.36	0.00	0.00	0.00	0.00	0.00	0.00	0.28	0.00	0.00	1.64
Recycling Totals		161.44	113.78	111.38	110.08	123.62	100.85	133.24	123.36	115.78	136.37	122.50	135.62	1,488.02
Composting														
3000-CM-RCG	Residential Curbside Greenwaste	196.29	137.29	205.51	246.33	284.05	231.92	242.64	229.44	187.56	204.53	184.18	134.67	2,484.41
3010-CM-RSG	Residential Self Haul Greenwaste													0.00
3020-CM-COG	Commercial On-Site Greenwaste	24.92	9.95	16.69	20.17	24.15	15.81	12.11	18.06	14.04	9.16	11.10	18.63	194.79
3030-CM-CSG	Commercial Self Haul Greenwaste													0.00
3040-CM-FWC	Food Waste Composting	2.65	1.59	2.40	2.92	3.44	2.55	2.66	2.88	2.31	2.17	1.93	2.51	30.01
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		223.86	148.83	224.60	269.42	311.64	250.28	257.41	250.38	203.91	215.86	197.21	155.81	2,709.21
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	0.01	0.01	0.00	0.00	0.00	0.02	0.01	0.02	0.06	0.13
4030-SP-WHG	White Goods	0.00	0.00	0.00	0.00	0.00	2.60	0.00	0.00	0.00	0.00	0.00	0.00	2.60
4040-SP-SCM	Scrap Metal	0.37	0.41	0.62	0.95	0.57	0.00	0.37	0.71	0.86	1.22	5.03	1.29	12.40
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	39.99	11.71	12.54	48.89	29.34	0.00	10.00	31.23	39.87	22.85	0.00	0.00	246.42
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	18.97	14.27	22.53	38.89	86.05	67.83	51.23	152.05	113.61	95.23	74.86	110.31	845.83
Special Waste Totals		59.33	26.39	35.69	88.74	115.97	70.43	61.60	183.99	154.36	119.31	79.91	111.66	1,107.38

BURRTEC WASTE SERVICES

CITY OF DUARTE

Program Code	Description	Jan-19	Feb-19	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	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	0.53	0.44	0.35	0.82	0.41	0.33	0.41	0.56	0.41	0.41	0.66	0.50	5.83
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	0.00	0.00
HHW Totals		0.53	0.44	0.35	0.82	0.41	0.33	0.41	0.56	0.41	0.41	0.66	0.50	5.83
All Programs Total		445.16	289.44	372.02	469.06	551.64	421.89	452.66	558.29	474.46	471.95	400.28	403.59	5,310.44
Total Refuse		1,248.18	1,138.91	1,177.52	1,265.10	1,292.22	1,222.88	1,245.31	1,264.31	1,182.57	1,237.01	1,155.62	1,297.02	14,726.65
Total Tonnages Generated		1,693.34	1,428.35	1,549.54	1,734.16	1,843.86	1,644.77	1,697.97	1,822.60	1,657.03	1,708.96	1,555.90	1,700.61	20,037.09
Multi Family Net Diverted Tonnage														
2030-RC-OSP	Multi Family Recycling	10.27	8.98	6.70	7.43	8.51	5.18	7.71	7.82	8.15	8.06	9.29	10.51	98.61
3020-CM-COG	Multi Family Greenwaste	4.77	1.54	2.50	3.82	5.08	1.90	1.88	3.34	2.78	1.34	1.81	5.06	35.82

OSHA FORM 300A
SUMMARY OF WORK RELATED INJURIES & ILLNESS

Cal/OSHA Form 300A (Rev. 7/2007)

Summary of Work-Related Injuries and Illnesses

Year: 2019

All establishments covered by CCR Title 8 Section 14300 must complete this Annual Summary, even if no work- related injuries or illnesses occurred during the year. Remember to review the Log to verify that the entries are complete and accurate before completing this summary.

Using the Log, count the individual entries you made for each category. Then write the totals below, making sure you've added the entries from every page of the Log. If you had no cases, write "0."

Employees, former employees, and their representatives have the right to review the Cal/ OSHA Form 300 in its entirety. They also have limited access to the Cal/ OSHA Form 301 or its equivalent. See CCR Title 8 Section 14300.35, in Cal/ OSHA's recordkeeping rule, for further details on the access provisions for these forms.

Number of Cases

Total number of deaths	Total number of cases with days away from work	Total number of cases with job transfer or restriction	Total number of other recordable cases
0	1	0	0
(G)	(H)	(I)	(J)

Number of Days

Total number of days away from work	Total number of days of job transfer or restriction
1	0
(K)	(L)

Injury and Illness Types

Total number of... (M)			
(1) Injuries	1	(4) Poisonings	0
(2) Skin Disorders	0	(5) Hearing loss	0
(3) Respiratory Conditions	0	(6) All other illnesses	0

Post this Annual Summary from February 1 to April 30 of the year following the year covered by the form.

Facility Information

Establishment name: Burrtec Waste Services

Street 1017 W. Gladstone St

City Azusa State CA ZIP 91702

Industry description: Waste & Reycling Haulers

Standard Industrial Classification (SIC) If known (e.g., SIC 3715): 4953

Employment Information

(If you don't have these figures, use the optional Worksheet to estimate)

Annual average number of employees: 50

Total hours worked by all employees last year: 113782.13

Sign here

Knowingly falsifying this document may result in a fine.

I certify that I have examined this document and that to the best of my knowledge the entries are true, accurate, and complete.

Octavio Camacho	Division Manager
Company executive	Title
800 - 325-5346	1/1/2019
Phone	Date

MOTOR CARRIER SAFETY COMPLIANCE REPORT/
CHP TERMINAL RECORD UPDATE

STATE OF CALIFORNIA
DEPARTMENT OF CALIFORNIA HIGHWAY PATROL

SAFETY COMPLIANCE REPORT/ TERMINAL RECORD UPDATE

CHP 343 (Rev 12-17) OPI 062

NEW TERMINAL INFORMATION	CA NUMBER	FILE CODE NUMBER	COUNTY CODE	BED
☑ Yes ☐ No	194413	301160	19	
TERMINAL TYPE	**CODE**	**OTHER PROGRAM(S)**	**LOCATION CODE**	**SUBAREA**
☑ Truck ☐ Bus ☐ Mod Limo	1		525	S34

CARRIER LEGAL NAME	TERMINAL NAME (IF DIFFERENT)	TELEPHONE NUMBER (W/AREA CODE)
Burrtec Waste Industries Inc		(909) 851-7734

TERMINAL STREET ADDRESS (NUMBER, STREET, CITY, ZIP CODE)
1017 W Gladstone St Azusa, CA 91702

MAILING ADDRESS (NUMBER, STREET, CITY, STATE, ZIPCODE) (IF DIFFERENT FROM ABOVE)	INSPECTION LOCATION (NUMBER, STREET, CITY OR COUNTY)
9890 Cherry Ave Fontana, CA 92335	

LICENSE, FLEET AND TERMINAL INFORMATION

HM LIC. NO.	HWT. REG. NO.	IMS LIC. NO.	TRUCKS AND TYPES	TRAILERS AND TYPES	PASS VEHS BY TYPE	DRIVERS	BIT FLEET SIZE
134238			17S		I II Mod Limo	10	Powered 17
EXP. DATE	**EXP. DATE**	**EXP. DATE**	**REG. CT**	**HW VEH**	**HW CONT.**	**PPB / CSAT**	
10/31/19						☐ Yes ☑ No ☐ N/A	Towed 0

TERMINALS IDENTIFIED IN SECTION 34515(b) CVC	FILE CODE NUMBERS OF TERMINALS INCLUDED IN INSPECTION AS A RESULT OF SECTION 34515(b) CVC
☐ Yes ☑ No	

EMERGENCY CONTACTS (*In Calling Order of Preference*)

EMERGENCY CONTACT (NAME)	DAY TELEPHONE NO. (W/AREA CODE)	NIGHT TELEPHONE NO. (W/AREA CODE)
Octavio Camacho	(626) 327-5346	
Jim McClain	(951) 317-6339	

ESTIMATED CALIFORNIA MILEAGE FOR THIS TERMINAL LAST YEAR [2018]

A	B	C	D	E	F	G	H	I
☐ UNDER 15,000	☐ 15,001 — 50,000	☐ 50,001— 100,000	☐ 100,001— 500,000	☑ 500,001— 1,000,000	☐ 1,000,001— 2,000,000	☐ 2,000,001— 5,000,000	☐ 5,000,001— 10,000,000	☐ MORE THAN 10,000,000

OPERATING AUTHORITIES OR PERMITS

PUC	☐ T	☐ TCP ☐ PSC	MOTOR CARRIER OF PROPERTY PERMIT ACTIVE: ☑ Yes ☐ No ☐ N/A	IMS FITNESS EVALUATION: ☐ Yes ☐ No
USDOT	USDOT NUMBER: 1003451	☐ MC ☐ MX	☐ MC ☐ MX	REASON FOR INSPECTION: Priority

INSPECTION FINDINGS

REQUIREMENTS	VIOL
MAINTENANCE PROGRAM	
DRIVER RECORDS	
DRIVER HOURS	
BRAKES	5
LAMPS & SIGNALS	
CONNECTING DEVICES	
STEERING & SUSPENSION	
TIRES & WHEELS	
EQUIPMENT REQUIREMENTS	4
CONTAINERS & TANKS	
HAZARDOUS MATERIALS	

INSPECTION RATINGS: S = Satisfactory U = Unsatisfactory C = Conditional UR = Unrated N/A = Not Applicable

MAINTENANCE PROGRAM	DRIVER RECORDS	REG. EQUIPMENT	HAZARDOUS MATERIALS	TERMINAL
1 UR 2 S 3 S 4	1 UR 2 S 3 S 4	1 UR 2 S 3 S 4	1 2 3 4	1 UR 2 S 3 S 4
	No. 6 Time 3.0	No. 10 Time 5.0	No 4 Time 4.0	TIME / TOTAL TIME 12.0
	HAZARDOUS MATERIALS: ☑ No H/M Transported ☐ No H/M violations noted		CONTAINERS/TANKS No. Time	VEHICLES PLACED OUT-OF-SERVICE Vehicles 0 Units

REMARKS

INSPECTION TYPE	NON-BIT	CPSS	CHP 345	CHP 100D COL	INSPECTION DATE(S)	TIME IN	TIME OUT
☑ I ☐ R	☐	☐ Yes ☑ No	☐	2	05/09/19 & 05/21/19	0700	1300

INSPECTED BY (NAME(S))	ID NUMBER(S)	SUSPENSE DATE
MCS I Ernie Mercado	A15760	☑ Auto ☐ None

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations described hereon and recorded on the attached pages (2 through 12), will be corrected in accordance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Motor Carrier Safety Unit Supervisor at (323) 644-9557 within 5 business days of the rating.

CURRENT TERMINAL RATING	CARRIER REPRESENTATIVE'S SIGNATURE	DATE
SATISFACTORY		05/21/19
CARRIER REPRESENTATIVE'S PRINTED NAME	**TITLE**	**DRIVER LICENSE NUMBER / STATE**
Octavio Camacho	Division Manager	

Destroy Previous Editions

City of Duarte
Burrtec Waste Services

Annual Refuse Collection and Recycling Rate Adjustment

Effective January 1, 2021

	Current Rates	Proposed New Rates	Change
Residential Service:			
90/60/60	**26.71**	**27.43**	2.7%
60/60/60	**23.20**	**23.83**	2.7%
40/60/60	**21.38**	**21.96**	2.7%
40/60/60 - Senior and/or handicapped	**20.22**	**20.77**	2.7%
Additional 90 gallon refuse container (each)	**7.81**	**7.96**	1.9%
Additional 60 gallon refuse container (each)	**6.08**	**6.20**	2.0%
Extra refuse container collection/service (each)	**7.94**	**8.09**	1.9%
Additional recycling container - one	**no charge**	**no charge**	
Additional recycling containers - two or more (each)	**1.40**	**1.43**	2.1%
Additional green waste container (each)	**1.45**	**1.48**	2.1%
Wildlife deterrent barrel (+ base fee)	**7.56**	**7.7 + base fee**	
Container exchange (1 free/year) (each)	**21.15**	**21.55**	1.9%
Additional bulky waste pickup including CRT (2 free/yr)	**26.47**	**26.97**	1.9%
Backyard collection:			
Resident requested convenience (+ base fee)	**22.86**	**23.29 + base fee**	
Manual collection (+ base fee)	**29.33**	**29.89 + base fee**	
Senior and/or handicapped	**base fee only**	**base fee only**	
Residential Street Sweeping Service Alternate Day/Side	**1.90**	**1.93**	1.6%
Bulky Item collection	**26.47**	**26.97**	1.9%
Commercial Service:			
Wheeled toter (90/60 - once per week)	**29.91**	**30.55**	2.1%
Wheeled toter (60 recycling only - once per week)	**16.25**	**16.86**	3.8%
Wheeled toter (90/60 green waste only - once per week)	**17.12**	**17.47**	2.0%
Extra Pickup - Barrel Trash	**7.78**	**7.93**	1.9%
Extra Pickup - Barrel Food Waste	**15.37**	**15.66**	1.9%
Refuse bin collection:			
Bin Size / Times per Week			
1 / 1	**112.95**	**N/A**	
1.5 / 1	**129.60**	**N/A**	
1.5 / 2	**219.21**	**N/A**	
2 / 1	**164.61**	**171.02**	3.9%
2 / 2	**271.28**	**283.08**	4.3%
3 / 1	**190.61**	**199.24**	4.5%
3 / 2	**315.02**	**331.12**	5.1%
3 / 3	**463.31**	**487.27**	5.2%
3 / 4	**599.59**	**631.22**	5.3%
3 / 5	**735.79**	**775.11**	5.3%
3 / 6	**872.08**	**919.07**	5.4%
4 / 1	**254.28**	**265.78**	4.5%
4 / 2	**416.27**	**437.64**	5.1%
4 / 3	**578.20**	**609.47**	5.4%
4 / 4	**740.13**	**781.28**	5.6%
4 / 5	**902.07**	**953.11**	5.7%
4 / 6	**1,063.98**	**1,124.89**	5.7%
6 / 1	**381.54**	**398.80**	4.5%
6 / 2	**592.84**	**624.36**	5.3%
6 / 3	**804.08**	**849.87**	5.7%
6 / 4	**1,015.39**	**1,075.46**	5.9%
6 / 5	**1,226.72**	**1,301.06**	6.1%
6 / 6	**1,438.00**	**1,526.61**	6.2%

City of Duarte
Burrtec Waste Services

Annual Refuse Collection and Recycling Rate Adjustment

Effective January 1, 2021

		Current Rates	Proposed New Rates	Change
Recycling bin collection:				
Bin Size	Times per Week			
1.5	1	**94.94**	**98.22**	3.5%
1.5	2	**140.18**	**145.85**	4.0%
1.5	3	**203.90**	**212.30**	4.1%
2	1	**120.05**	**124.28**	3.5%
2	2	**176.93**	**184.33**	4.2%
2	3	**257.45**	**268.43**	4.3%
2	4	**376.12**	**391.34**	4.0%
3	1	**151.55**	**157.42**	3.9%
3	2	**236.78**	**247.38**	4.5%
3	3	**345.93**	**361.65**	4.5%
3	4	**443.15**	**463.80**	4.7%
3	5	**540.35**	**565.93**	4.7%
3	6	**637.53**	**668.02**	4.8%
Food Waste bin collection:				
Bin Size	Times per Week			
2	1	**164.61**	**171.02**	3.9%
2	2	**271.28**	**283.08**	4.3%
2	3	**373.64**	**390.75**	4.6%
2	4	**469.93**	**492.22**	4.7%
2	5	**566.20**	**593.72**	4.9%
2	6	**662.51**	**695.20**	4.9%
Barrel				
65g	1	**45.13**	**46.56**	3.2%
65g	2	**73.64**	**76.25**	3.5%
65g	3	**106.98**	**110.82**	3.6%
65g	4	**137.91**	**142.94**	3.6%
65g	5	**168.85**	**175.08**	3.7%
65g	6	**199.80**	**207.26**	3.7%
Green waste bin collection:				
Bin Size	Times per Week			
1.5	1	**81.51**	**83.25**	2.1%
2	1	**114.08**	**116.51**	2.1%
2	2	**228.13**	**232.99**	2.1%
3	1	**158.05**	**161.46**	2.2%
3	2	**253.78**	**259.51**	2.3%
3	3	**370.00**	**378.40**	2.3%
3	4	**475.89**	**486.79**	2.3%
3	5	**581.80**	**595.19**	2.3%
3	6	**687.80**	**703.68**	2.3%
Split Bin:				
Bin Size	Times per Week			
3	1	**226.99**	**232.87**	2.6%
3	2	**348.92**	**358.88**	2.9%
3	3	**508.80**	**523.52**	2.9%
3	4	**649.54**	**668.68**	2.9%
3	5	**790.26**	**813.79**	3.0%
3	6	**931.08**	**959.02**	3.0%

City of Duarte
Burrtec Waste Services

Annual Refuse Collection and Recycling Rate Adjustment

Effective January 1, 2021

			Current Rates	Proposed New 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		**6.69**	**6.82**	1.9%
26'-50'	2		**13.38**	**13.63**	1.9%
26'-50'	3		**20.09**	**20.47**	1.9%
51'-75'	1		**10.03**	**10.22**	1.9%
51'-75'	2		**20.09**	**20.47**	1.9%
51'-75'	3		**30.10**	**30.67**	1.9%
76'-100'	1		**13.38**	**13.63**	1.9%
76'-100'	2		**26.77**	**27.28**	1.9%
76'-100'	3		**37.33**	**38.04**	1.9%
101'-125'	1		**16.73**	**17.05**	1.9%
101'-125'	2		**33.47**	**34.11**	1.9%
101'-125'	3		**50.20**	**51.15**	1.9%
126'-150'	1		**20.09**	**20.47**	1.9%
126'-150'	2		**40.16**	**40.92**	1.9%
126'-150'	3		**60.24**	**61.38**	1.9%
151'-175'	1		**23.43**	**23.88**	1.9%
151'-175'	2		**46.85**	**47.74**	1.9%
151'-175'	3		**70.27**	**71.60**	1.9%
176'-200'	1		**26.77**	**27.28**	1.9%
176'-200'	2		**53.82**	**54.84**	1.9%
176'-200'	3		**80.32**	**81.85**	1.9%
200'+	1	(per foot)	**0.14**	**0.14/foot**	
200'+	2	(per foot)	**0.27**	**0.28/foot**	
200'+	3	(per foot)	**0.40**	**0.41/foot**	
Refuse rolloff containers:					
Size	Tonnage				
20	5		**533.66**	**547.36**	2.6%
30	5		**533.66**	**547.36**	2.6%
40	5		**533.66**	**547.36**	2.6%
Compactor	5		**598.65**	**613.48**	2.5%
Recycling rolloff containers:					
Size	Tonnage				
40	0		**237.95**	**242.13**	1.8%
Compactor	0		**302.94**	**308.25**	1.8%
Green waste rolloff containers:					
Size	Tonnage				
40	5		**515.35**	**528.31**	2.5%
Clean Inert containers:					
Size	Tonnage				
10	10		**249.65**	**254.01**	1.7%
20/40	10		**249.65**	**254.01**	1.7%
Construction & Demolition containers					
Size	Tonnage				
10/40	5		**658.66**	**683.19**	3.7%
Extra Bin Services:					
Extra refuse bin collection/service			**48.70**	**49.62**	1.9%
Lock installed			**5.38**	**5.48**	1.9%
Lock removed - damaged by customer			**29.61**	**30.17**	1.9%
Recycling contamination (1 grace per year)			**48.70**	**49.62**	1.9%
Steam Clean			**107.26**	**109.30**	1.9%
Tilthopper			**42.31**	**43.11**	1.9%
Food Waste Contamination (1 grace per year)			**53.44**	**54.45**	1.9%
Dry run/ relocation			**75.00**	**76.42**	1.9%
Contamination Cleaning					
- Barrel			**58.51**	**59.62**	1.9%
- Bin			**68.51**	**69.81**	1.9%
Temporary Bin Services:					
3 Cubic Yd (7 day use)			**147.44**	**150.24**	1.9%
Dump & Return			**147.44**	**150.24**	1.9%
Dry run/ relocation					
Permanent Boxes - Weekly Rent Fee			**171.46**	**174.72**	1.9%
Temporary Boxes - Daily Rent Fee			**24.49**	**24.96**	1.9%
Commercial Street Sweeping Service Alternate Day/Side			**3.66**	**3.73**	1.9%

CITY OF DUARTE
Burrtec Waste Services, LLC
Additional Services - Commercial
Effective January 1, 2021

	2020 Proposed	2020 Proposed	
Temporary Bin Service:			
3 Cubic Yard (7 day use)	$ 147.44	$ 150.24	
Dump and Return	$ 147.44	$ 150.24	
Extra Bin Services:			
Extra refuse bin collection/service	$ 48.70	$ 49.62	
Lock installed	$ 5.38	$ 5.48	
Lock removed - damaged by customer	$ 29.61	$ 30.17	
Recycling contamination (1 grace per year)	$ 48.70	$ 49.62	
Steam Clean	$ 107.26	$ 109.30	
Tilthopper	$ 42.31	$ 43.11	
Food Waste Contamination (1 grace per year)	$ 53.44	$ 54.45	
Cleaning			
- Barrels	$ 58.51	$ 59.62	
- Bins	$ 68.51	$ 69.81	
Dry run/ relocation	$ 75.00	$ 76.42	
Bin Exchange (one exchange per year at no charge, does not apply to graffiti or damaged bins)	N/A	$ 74.75	
Bin Replacement + actual cost of bin comml-lost or stolen	N/A	$ 82.80	

Bin Push Rates:

Distance	Times per Week		
0'-25'	1	$ -	$ -
0'-25'	2	$ -	$ -
0'-25'	3	$ -	$ -
26'-50'	1	$ 6.69	$ 6.82
26'-50'	2	$ 13.38	$ 13.63
26'-50'	3	$ 20.09	$ 20.47
51'-75'	1	$ 10.03	$ 10.22
51'-75'	2	$ 20.09	$ 20.47
51'-75'	3	$ 30.10	$ 30.67
76'-100'	1	$ 13.38	$ 13.63
76'-100'	2	$ 26.77	$ 27.28
76'-100'	3	$ 37.33	$ 38.04
101'-125'	1	$ 16.73	$ 17.05
101'-125'	2	$ 33.47	$ 34.11
101'-125'	3	$ 50.20	$ 51.15
126'-150'	1	$ 20.09	$ 20.47
126'-150'	2	$ 40.16	$ 40.92
126'-150'	3	$ 60.24	$ 61.38
151'-175'	1	$ 23.43	$ 23.88
151'-175'	2	$ 46.85	$ 47.74
151'-175'	3	$ 70.27	$ 71.60
176'-200'	1	$ 26.77	$ 27.28
176'-200'	2	$ 53.82	$ 54.84
176'-200'	3	$ 80.32	$ 81.85
200'+	1	0.14/foot	0.14/foot
200'+	2	0.27/foot	0.28/foot
200'+	3	0.4/foot	0.41/foot

Extra Barrel Services:			
Extra Pickup - Trash or Recycling	$ 7.78	$ 7.93	
Extra Pickup - Food Waste	$ 15.37	$ 15.66	
Barrel Exchange (one exchange per year at no charge, does not apply to graffiti or damaged barrels)	N/A	14.95	*New*
Barrel Replacement resdl-customer damaged comml-lost or stolen	N/A	64.40	*New*
Street Sweeping:			
Commercial Service - Alternate Day/Side	3.66 + base fee	3.73 + base fee	
Other			
Permanent Boxes - Weekly Rent Fee	$ 171.46	$ 174.72	
Temporary Boxes - Daily Rent Fee	$ 24.49	$ 24.96	
Certificate of Destruction			

AMENDMENT NO. 12 TO AGREEMENT BETWEEN THE CITY OF DUARTE AND BURRTEC WASTE SERVICES, LLC

This **Amendment No. 12 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. 11) is made and entered into as of _____ ("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 collective 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. The Original Agreement as amended by Amendment No. 1, Amendment No. 2, Amendment No. 3, Amendment No. 4, Amendment No. 5, Amendment No. 6, Amendment No. 7, Amendment No. 8, Amendment No. 9, Amendment No. 10, and Amendment No. 11 is hereinafter referred to collectively as the "Agreement."

B. City and Contractor desire to enter into this Amendment No. 12 to, among other things, amend, extend and restate the Term of the Agreement.

C. Except as otherwise set forth in this Amendment No. 12, the defined terms used herein shall have the same meanings as used in the Agreement.

AMENDMENT:

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. **RECITALS INCORPORATED**. The foregoing Recitals are true and correct and are incorporated herein and made a part hereof.

2. **AMENDMENTS** The Agreement is amended as follows:

A. 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, 2030, subject to subsection (c) below

(c) The Agreement Term may be extended one (1) additional year each year from and after December 31, 2021, 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.

3. **NO OTHER AMENDMENT.** Except as set forth in this Amendment No. 12, the Agreement shall remain in full force and effect according to its terms.

4. **COUNTERPARTS.** This Amendment No. 12 may be executed in counterparts, each of which, when this Amendment No. 12 has been signed by both of the Parties, shall constitute one and the same instrument.

5. **EFFECTIVE DATE.** The Effective Date of this Amendment No. 12 shall be the latest of the dates set next to the signatures of the Parties, which latest date shall be inserted into the Preamble to this Amendment No. 12.

[end—signature page follows]

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment No. 11 as of the Effective Date.

"CITY"

CITY OF DUARTE

Date: _____

By: _____
Samuel Kang, Mayor

ATTEST:

_____
Marla Akana, City Clerk

APPROVED AS TO FORM:
Rutan & Tucker, LLP

_____
David Cosgrove, City Attorney

"CONTRACTOR"

BURRTEC WASTE SERVICES, LLC

Date: _____

By: _____

Printed Name: _____

Its: _____