



AGENDA
**REGULAR JOINT MEETING OF THE CITY
COUNCIL OF THE CITY OF DUARTE, THE
DUARTE HOUSING AUTHORITY, AND THE
DUARTE COMMUNITY FACILITIES
FINANCING AUTHORITY**

TUESDAY, NOVEMBER 14, 2023
7:00 PM

CITY COUNCIL CHAMBERS,
1600 HUNTINGTON DRIVE,
DUARTE, CALIFORNIA 91010

MISSION STATEMENT

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

JODY SCHULZ, MAYOR
VINH TRUONG, MAYOR PRO TEM
MARGARET FINLAY, COUNCILMEMBER
SAMUEL KANG, COUNCILMEMBER
TONEY LEWIS, COUNCILMEMBER
CESAR GARCIA, COUNCILMEMBER
TERA MARTIN DEL CAMPO, COUNCILMEMBER

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

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

Notice: Any documents distributed by the City/Authorities to a majority of the City Council/Housing Authority/Financing Authority Board less than 72 hours prior to the City Council/Housing Authority/Financing Authority meeting will be made available for public inspection at City Hall, 1600 Huntington Drive, Duarte, CA 91010, during normal business hours, except such documents that relate to closed session items or which are otherwise exempt from disclosure under applicable law.

Notice: Duarte City Council meetings are videotaped for later broadcast on DCTV. Attendance at the

meeting constitutes consent by members of the public to the City's and any third party's use in any media, without compensation or further notice, of audio, video, and/or pictures of meeting attendees.

Members of the public may listen/view the City Council meeting broadcast on the City's website following each meeting. To access the meeting, log onto www.accessduarte.com then on the homepage, click on the Agendas/View Meetings icon under the LATEST NEWS/QUICK LINKS banner, then on the Agendas & Minutes page, click on the City Council Meeting link. City Council meetings are also broadcast following each meeting through Spectrum Cable, Channel 3, daily at 12:00 p.m. and 7:00 p.m.

Public comments can be submitted by emailing duarteinfo@accessduarte.com, prior to 6:00 p.m. on the day of the meeting and will be distributed to the City Council and made available for public review. PLEASE NOTE: The subject line of your public comment email must contain the Agenda item number or title. Public comments are a matter of public record, including content that include emails and addresses, so consider content and remove private information as you deem appropriate.

1. CALL TO ORDER AND ROLL CALL

A. City Manager Written Comments

2. PLEDGE TO THE FLAG

3. ADOPTION OF THE AGENDA

4. SPECIAL ITEMS

A. Legislative Update from Senator Susan Rubio's Office

B. Tripepi Smith & Associates Update on Media Services

5. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

6. ORAL COMMUNICATIONS - ITEMS NOT ON THE AGENDA

7. CONSENT CALENDAR

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

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

C. Approval of Minutes - October 24, 2023 Special Meeting and October 24, 2023 Regular Meeting (CC/HA/FA)

It is recommended that the City Council approve the October 24, 2023 Special Meeting and Regular Meeting minutes.

D. Approval of Warrants - November 14, 2023 (CC/HA/FA)

It is recommended that the City Council approve the November 14, 2023 warrants.

E. [Receive and File the Community Development Department Update](#)

It is recommended that the City Council receive and file the Community Development department update.

F. [Receive and File the Parks and Recreation Department Update](#)

It is recommended that the City Council receive and file the Parks and Recreation department update.

G. [Adoption of Resolution No. 23-28 for a Salary Increase Adjusting the Hourly Rate Schedule for Compliance with New Minimum Wage Requirements Effective January 1, 2024](#)

It is recommended that the City Council adopt Resolution 23-28 adjusting the hourly rate schedule for compliance with the new minimum wage requirements effective January 1, 2024.

H. [Second Reading and Adoption of Ordinance No. 920 to Increase City Council Salaries](#)

It is recommended that the City Council adopt by second reading Ordinance No. 920 to increase City Council salaries beginning December 10, 2024, pursuant to Government Code section 36516.

I. [Adoption of Resolution No. 23-30 to Accept Grant Funds from Tobacco Law Enforcement Grant Program](#)

It is recommended that the City Council adopt Resolution No. 23-30 to accept grant funds totaling \$295,178 over a 36 month period, which are administered by the California Department of Justice (DOJ), Office of the Attorney General through Proposition 56 and authorize fiscal year 2023-24 budget amendments of \$31,500 in 1205-7030, \$9,000 in 1205-7781 and \$15,000 in 1015-7684 to allow the expenditure of these grant funds to begin immediately.

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

9. PUBLIC HEARINGS

A. [Consideration of General Plan Amendment \(GPA\) 23-01: A City-initiated request to formally adopt the 2020 Hazard Mitigation Plan into the Safety Element of the General Plan](#)

It is recommended that the the City Council 1) conduct a public hearing to receive public testimony and 2) adopt Resolution No. 23-29 approving General Plan Amendment 23-01 and adopting the local hazard mitigation plan into the Safety Element of the City of Duarte General Plan.

10. BUSINESS ITEMS

A. [Burrtec Waste Services Annual Performance and Rate Review](#)

It is recommended that the City Council approve both the Burrtec Waste Services 2022 Annual Performance Review and Amendment No. 15 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, 2024.

B. [Consideration of Award of Contract for the Construction of the ATP Cycle 4 Pedestrian Access and Bicycle Safety Improvement Project No. 24-5](#)

It is recommended that the City Council 1) approve the award of contract for the construction of the ATP Cycle 4 Pedestrian Access and Bicycle Safety Improvement Project to FS Contractors, Inc. in the amount of \$2,402,810.00; and 2) approve a budget amendment to the Community Improvement Fund (6220-8100) in the amount of \$23,000 and to the SB1 Fund (2250-8100) in the amount of \$560,020.75.

C. [Authorizing the Purchase of a New Prefabricated Restroom Building for Beardslee Park Restroom Replacement Project and Budget Amendment](#)

It is recommended that the City Council 1) authorize the City Manager to execute the purchase contract with The Public Restroom Company for a prefabricated restroom building, unit PS-033, in the amount of \$231,617, for the Beardslee Restroom Replacement Project and 2) approve a total project budget amendment of \$97,617 to the General Fund (100-1610-8100).

D. [Consideration of Award of Contract for Pool Deck Repair - Project 23-6; Budget Amendment](#)

It is recommended that the City Council 1) award the construction contract for the Fitness Center Pool Deck Repair to Slater Waterproofing, Inc., as the lowest responsive and responsible bidder in the amount of \$135,075, in addition to a ten percent contingency, for a total project budget of \$148,583 and 2) approving a budget amendment of \$148,583.

11. CONTINUATION OF ORAL COMMUNICATIONS

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

13. ADJOURNMENT

AFFIDAVIT OF POSTING

I hereby certify under penalty of perjury under the laws of the State of California, that the foregoing Agenda was posted at the following locations: City Hall – 1600 Huntington Drive, Duarte Public Safety Department – 1042 Huntington Drive, Duarte Library – 1301 Buena Vista Street, and the City of Duarte website (www.accessduarte.com) not less than 72 hours prior to the meeting per Government Code 54954.2.

Dated this 8th day of November, 2023.



MEMORANDUM

TO: City Council
FROM: Brian Villalobos, City Manager
DATE: November 6, 2023
SUBJECT: Comments on Agenda Items, Meeting of November 14, 2023

ITEM 4.A. (Special Items). Legislative Update by Senator Susan Rubio.

ITEM 4.B. (Special Item). Update of Services Provided by Tripepi and Smith.

ITEM 7.E. (Consent Calendar). The Community Development Department has submitted the monthly report for November 2023 for review.

ITEM 7.F. (Consent Calendar). The Parks and Recreation Department has submitted the monthly report for November 2023 for review.

ITEM 7.G. (Consent Calendar). Minimum Wage Resolution No. 23-28. In May 2016, the California legislature passed an unprecedented statewide minimum wage hike plan that took place over a six year span for employers with 26 or more employees to increase minimum wage to \$15.00 per hour, which went into effect on January 1, 2022. As part of the progression of wage hikes, as of January 1, 2024, the minimum wage will increase to \$16.00 per hour. Thus, eleven of the City's existing part time positions (Aerobics Instructor, Assistant Boxing Trainer, Boxing Trainer, College Intern, Computer Lab Technician, Lifeguard, Lifeguard/Instructor, Pool Manager, Recreation Leader, Recreation Specialist, and Trail Maintenance Crew) need salary adjustments. Resolution No. 23-28 adjusts the hourly rate schedule for these eleven part time positions on the City-Wide Salary and Pay Schedule.

ITEM 7.H. (Consent Calendar). City Council Salary Adjustment Ordinance No. 920 (Second Reading) - At its meeting on October 24, 2023, the City Council conducted a public hearing and first reading of this Ordinance. If adopted by the City Council, Ordinance No. 920 will go into effect in thirty (30) days, however actual increases would not go into effect until December 10, 2024.

ITEM 7.I. (Consent Calendar). Tobacco Law Enforcement Grant Program Resolution No. 23-30 - The California Attorney General, Rob Bonta, representing the California Department of Justice (DOJ), has allocated over \$21 million from the Fiscal Year 2023-2024 Proposition 56 Tobacco Grant Program to support Duarte and 36 other local government agencies, law enforcement agencies, public health departments, cities, and school districts in their collective endeavors to combat unlawful tobacco sales. Duarte's proposal has been granted \$295,178 to further enhance programs aimed at preventing the illegal sale and marketing of tobacco products to minors and youth over the next 36 months. All funds will be reimbursed to the City quarterly over a thirty six month period. This is not a matching grant.

ITEM 9.A. (Public Hearing). General Plan Amendment 23-01 - In May of 2020 the Duarte City Council approved Resolution No. 20-15 adopting the 2020 Local Hazard Mitigation Plan (LHMP) in accordance with the Federal Disaster Mitigation Act of 2000. Upon review by the Federal Emergency Management Agency (FEMA), FEMA found the plan to be in full compliance, approved the plan, and confirmed City of Duarte's continued eligibility for project grants under FEMA's Hazard Mitigation Assistance programs. In this regard, the city has been, and still is, in full federal compliance. In January of 2022, this same Hazard Mitigation plan was later part of an update package to the Safety Element of the General Plan which was approved in Resolution 22-03. This package included many new policies, new maps/diagrams, new information, and was heavily influenced by the findings of the 2020 LHMP. Additionally, a new chapter was added on what the LHMP is, how it was developed, and how it is used. The primary purpose of this safety element update was to implement findings of this LHMP and comply

with AB2140, an optional state assembly bill passed in 2006 through the California Disaster Assistance Act, which allows cities to be eligible for emergency funding from the state if the city adopts their approved LHMP into the Safety element of their General Plan. During a recent review by California Office of Emergency Services (Cal OES) of City of Duarte's compliance with AB 2140, it was discovered that the wording of Resolution 22-03 did not explicitly call out that the 2020 Local Hazard Mitigation plan was being adopted into the Safety Element. Instead, the resolution states that it is "to comply with recent State legislation and guidelines". Additionally, the new chapter did not include a hyperlink or directions for where a reader can find the full Hazard Mitigation Plan online. Due to the Hazard Mitigation Plan not being formally adopted into the Safety Element and due to the Safety Element not including a link so the reader can find the full plan, the city is not currently in compliance with the optional state Assembly Bill 2140 despite these previous efforts. Approving Resolution No. 23-29 formally adopts the 2020 LHMP into the safety element of the general plan, and adds two sentences to the LHMP chapter of the safety element so readers can find the full document on the city website and complies with the provisions set forth in AB 2140.

ITEM 10.A. (Business Item). Burrtec Waste Annual Performance and Rate Review - Per the provisions of Amendment No. 9 of Duarte's Municipal Solid Waste Agreement, City staff evaluates the prior-year performance of Burrtec Waste Services (Burrtec) and reviews Burrtec's request for a rate adjustment, annually. If the City Council approves the Performance Review and rates, Burrtec's 10-year contract is extended for an additional year and waste rates go into effect January 1st of the next year. Staff's evaluation finds that Burrtec's 2022 performance complies with the current "Municipal Solid Waste, Recyclables and Green Waste Services Agreement Between the City of Duarte and Burrtec Waste Services" (Agreement). To assess 2024 proposed rates, staff worked with the City's SB 1383 implementation consultant, R3, to review the cost data and the rate increase information submitted by Burrtec. With R3's assistance, staff confirmed that the cost calculations are consistent with the provisions in the Agreement and that the rate adjustments Burrtec is seeking are comparable to adjustments being made statewide due to increases caused by SB 1383 implementation and outside factors beyond Burrtec and the City's control (CPI of 5.01% increase, CNG increase of 34.7%, and disposal and processing increases). Given the rising costs outside of their control, particularly in relation to recycling, staff concluded that Burrtec's request for an 8.80 percent residential increase, effective January 1, 2024, is justified. A refuse survey conducted in October 2023 shows that the City of Duarte's refuse rates remain among the lowest one-third of cities surveyed in the San Gabriel Valley for residential services, even with the proposed rate increase.

ITEM 10.B. (Business Item). Award of Contract for the Construction of the ATP Cycle 4 Pedestrian Access and Bicycle Safety Improvement Project No. 24-5 - On December 28, 2018, Caltrans staff published their 2019 Active Transportation Program (ATP) Cycle 4 Final Scores for all submitted ATP Cycle 4 project applications. Overall, there were 19 proposed projects in the San Gabriel Valley that had ATP applications submitted during this cycle. Additionally, Caltrans staff also published its recommended projects to receive ATP funding under the Statewide Component. The City of Duarte received a top 14 score in the entire state, with an overall outstanding score of 93. The City was awarded funding for the Pedestrian Access and Bicycle Safety Improvement Project for the construction phase totalling \$2,023,000 in State funds. The ATP Cycle 4 Pedestrian Access and Bicycle Safety Improvement Project scope includes: Construct new sidewalk along the south side of Central Avenue and install new signing and striping to increase safety for pedestrians and bicyclists; construct new or reconstruct sidewalk along the north side of Evergreen Street between Brightside Avenue and Highland Avenue to meet all ADA compliance requirements. The project also includes pedestrian lighting and a new bike lane along Evergreen Street with the appropriate signage and pavement markings; improve the pedestrian corridor south of 210 FWY between Buena Vista Street and Brightside Avenue that completes the connection onto Evergreen Street. Proposed work includes the reconstruction of the pathway surface, pedestrian lighting, new signage and a new block wall along the south side next to the residential parcels; and includes the

widening of existing sidewalk and lighting improvements on the west side of Highland Avenue at the 210 underpass, and signage and striping improvements on Duncannon Avenue at the 210 underpass. On October 5, 2023 bid documents for the construction of this project were made available and the project was published in accordance with the Duarte Municipal Code (DMC) Section 2.36.060. On October 24, 2023, six (6) bids were submitted electronically. The lowest responsible and responsive bidder is FS Contractors, Inc.; they have successfully completed work for the City of Lynwood, City of Rosemead, and City of Santa Clarita. Their federal and State license status has been verified. As with all contracts, a contingency amount is considered for this project in anticipation of any potential contract changes due to unforeseen circumstances. A 7.5% contingency has been added to this contract and will only be used if deemed necessary by staff. The ATP Cycle 4 Pedestrian Access and Bicycle Safety Improvement Project was included in the FY 2023-24 Budget and will be funded by State funds and SB1 funds. The project cost is \$2,583,020.75 which is the contract amount with a 7.5 percent contingency.

ITEM 10.C. (Business Item). Authorizing the Purchase of a New Prefabricated Restroom Building for Beardslee Park Restroom Replacement Project - At the end of 2021, the City submitted the Beardslee Restroom Replacement Project application to the California Department of Parks and Recreation Office of Grants and Local Services, requesting to utilize its one-time Per Capita Program grant funds from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, in the amount of \$191,000, for a new restroom building for the park site. On August 22 of this year, the City was formally notified by the State that given the City will not have sufficient legal rights to the project property to ensure that it can meet the terms of the grant contract and adequately protect the State's financial investment, the City's request to utilize its Per Capital Program grant funds of \$191,000 towards the Beardslee Restroom Replacement Project was not approved. Given the need to replace the fully depreciated restrooms at Beardslee Park, City staff is recommending purchasing the prefabricated restroom building from The Public Restroom Company's Sourcewell contract, #081721-PRM, in the amount of \$231,617. Sourcewell is a service cooperative created to provide programs and services to participating agencies in the government, education, and nonprofit sectors. Its statutory purpose is to assist these agencies in meeting specific needs which are more efficiently delivered cooperatively than by an entity individually. Sourcewell contracts are competitively solicited on behalf of Sourcewell and its participating agencies, including the City of Duarte. Once the order is placed, the Public Restroom Company estimates delivery within six to eight months. The current budget includes \$134,000 in General Funds for this project. Given the total cost of \$231,617, additional funds of \$97,617 would be needed as the grant funds do not qualify for this project. Separate from the cost of the prefabricated restroom building and prior to the delivery of the unit from the Public Restroom Company, the City would be responsible for securing a general contractor, through its formal public bidding process, to demolish the existing restroom building, prepare the foundation/pad, pull wire, complete all final tie-ins to the electrical panel, and make all final plumbing connections. Staff is estimating this additional work for the project to cost about \$93,000 but will come back to the Council for consideration of the award of contract at a future meeting date.

ITEM 10.D. (Business Item). Award of Contract for the Pool Deck Repair Project No. 23-6 - On October 16, 2023, the City published an invitation to bid on the Pool Deck Repair Project 23-6 in accordance with Duarte Municipal Code (DMC) Section 2.36.060. On October 25, 2023, the City received one (1) bid for the subject project. The bid was reviewed for responsiveness to the bid specification requirements, consisting of removing the existing deck coating, preparing the concrete, routing open existing concrete cracks and patching as needed with gel, priming the surface, applying West Coat Texture-Crete system and five-year workmanship and material warranty. Slater Waterproofing, Inc., was the lowest responsive and responsible bidder in the amount of \$135,075. As with all contracts, a contingency amount is considered for this project in anticipation of any potential contract changes due to unforeseen circumstances. A ten percent contingency has been included for a total project budget of \$148,583.



ITEM: 7.C

Approval of Minutes - October 24, 2023 Special Meeting and October 24, 2023 Regular Meeting (CC/HA/FA)

Recommended Action:

It is recommended that the City Council approve the October 24, 2023 Special Meeting and Regular Meeting minutes.

Attachments:

[7C - Minutes - October 24, 2023 Special Meeting.pdf](#)

[7C - Minutes October 24, 2023.pdf](#)

CITY OF DUARTE
MINUTES OF THE SPECIAL MEETING OF THE
CITY COUNCIL OF THE CITY OF DUARTE

TUESDAY, OCTOBER 24, 2023 – 6:00 PM

1. CALL TO ORDER

Mayor Schulz called the Special Meeting to order at 6:02 p.m.

ROLL CALL:

Councilmembers Present: Finlay, Kang, Lewis, Truong, Garcia, Martin Del Campo, Schulz
Councilmembers Absent: None
Staff Present: Annette Juarez, City Clerk
 Christine Soo, Deputy City Clerk/ Administrative Secretary

2. ORAL COMMUNICATIONS – ITEMS LISTED ON THIS AGENDA

None.

3. INTERVIEW OF CANDIDATES FOR VACANT PUBLIC WORKS AND TRAFFIC SAFETY COMMISSIONER POSITION (1)

The City Council interviewed the following candidates to appoint to the Public Works and Traffic Safety Commission vacancy:

Yolie Acosta
Jonathan Rodriguez
Julian Singelakis
Armond Morad
Genaro Ramirez

4. DISCUSSION OF INTERVIEWS AND CANDIDATES

The City Council discussed the interviews and deliberated over candidates to appoint and fill the Public Works and Traffic Safety Commission vacancy.

5. ADJOURNMENT – To Scheduled Regular City Council Meeting

At 6:54 p.m. the City Council adjourned the meeting to the scheduled regular City Council Meeting.

Jody Schulz, Mayor

Annette Juarez, City Clerk

CITY OF DUARTE

**MINUTES OF THE REGULAR JOINT MEETING OF THE CITY COUNCIL,
THE DUARTE HOUSING AUTHORITY, AND THE DUARTE COMMUNITY
FACILITIES FINANCING AUTHORITY**

**TUESDAY, OCTOBER 24, 2023
7:00 PM – Regular Session**

1. CALL TO ORDER

Mayor Schulz called the open session to order at 7:07 p.m.

ROLL CALL:

Councilmembers Present: Finlay, Kang, Lewis, Truong, Garcia, Martin Del Campo, Schulz
Councilmembers Absent: None
Staff Present: Brian Villalobos, City Manager
Thai Viet Phan, City Attorney
Kristen Petersen, Assistant City Manager / Director of
Administrative Services
Craig Hensley, Director of Community Development
Manuel Enriquez, Director of Parks and Recreation
Larry Breceda, Director of Public Safety Services
Annette Juarez, City Clerk
Christine Soo, Deputy City Clerk/ Administrative Secretary

2. PLEDGE TO THE FLAG

The flag salute was led by Rick Crosby.

3. ADOPTION OF THE AGENDA

Moved by Councilmember Finlay, seconded by Mayor Pro Tem Truong, and carried by the following vote of the Council to adopt the agenda.

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

4. SPECIAL ITEMS

A. Mayor's Youth Council Update

Members of the Mayor's Youth Council reported on their recent voter registration event, their participation in the Duarte Family Feud, and the upcoming Unity March they will be hosting.

B. Special Recognition of 2024 California Teacher of the Year

Mayor Schulz presented a certificate of recognition to Hannah Rodriguez.

Laura Brantley, on behalf of California State Senator Susan Rubio's office, Vicki Paul, on behalf of Supervisor Kathryn Barger's office, and Veronica Lopez, on behalf of Assemblymember Blanca Rubio's office, all congratulated and presented certificates to Hannah Rodriguez.

Rick Crosby, from Duarte Unified School District, commended Hannah Rodriguez on her accomplishment and dedication to her students.

Hannah Rodriguez thanked everyone for the recognition and expressed a few words of appreciation.

The City Council expressed their appreciation for Hannah Rodriguez and congratulated her on her achievement.

C. Public Safety Department Update

Sergeant Fiedler introduced the new Special Assignment Officer, Deputy Fraijo.

Public Safety Director Breceda provided a department update on Part 1 Crimes, a decline in criminal activity, and the recent cyber crimes workshop. He also provided an update on the flock system and other camera systems operated by the department. He reported on the location and various purposes of the camera systems. He also reported on the department working with local transients.

Public Comment:

Dr. Andrew Raubitschek expressed his opinion on the camera systems for license plate recognition and vehicle identification methods.

5. ANNOUNCEMENTS OF UPCOMING COMMUNITY EVENTS

Joanna Gee, Duarte Library, announced upcoming library events.

Deputy City Clerk Soo announced upcoming city events.

John Fasana and Rosa Holguin, from Rotary Club, announced an upcoming park clean up event for Moor Park and Duarte Road.

Rosa Holguin, Duarte Unified School Board, announced the upcoming homecoming game at the Duarte High School.

Councilmember Garcia announced upcoming annual Dia De Los Muertos event at Beardslee Academy.

6. ORAL COMMUNICATIONS – ITEMS NOT ON THE AGENDA

Dr. Andrew Raubitschek spoke on the care of the Duarte Wilderness Preserve.

7. CONSENT CALENDAR

- A. Motion to read all Resolutions and ordinances presented for consideration by Title only and waive further reading. (CC/HA/FA)
- B. Approval of absence(s) of City Councilmember(s) from the City Council meeting.
- C. Approval of Minutes – October 10, 2023. (CC/HA/FA)
- D. Approval of Warrants – October 24, 2023. (CC/HA/FA)
- E. Receive and file the Monthly Financial Update.
- F. Receive and file the Public Safety Department Update for October 2023.
- G. Approval of Resolutions Fixing the City’s 2024 Medical Insurance Contribution.
- H. Approval of a Letter of Authorization, Allowing the City Manager to Authorize the San Gabriel Valley Council of Governments (SGVCOG) to Submit a Regional Application on Behalf of the City for SB 1383 Local Assistance Grant Program.
- I. Approval of Notice of Completion: Traffic & Street Improvement Project – Huntington Drive and Highland Avenue; Project No. 22-2.

Moved by Councilmember Finlay, seconded by Councilmember Kang, and carried by the following vote of the Council to approve Items 7A-7I of the Consent Calendar.

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

8. ITEMS REMOVED FROM CONSENT CALENDAR FOR DISCUSSION

None.

9. PUBLIC HEARINGS

A. City Council Salary Adjustment

City Attorney Phan briefly reported that the item was brought back due to an amendment to the percentage of the salary increase, prompting another first reading and public hearing.

Mayor Schulz opened the public hearing at 8:05 p.m.

Public Comment

Steve Hernandez spoke in support of the ordinance for city council salary increase.

John Fasana spoke in support of the ordinance for city council salary increase.

City Attorney Phan reported that two words were left off of the language of the ordinance; she clarified that the amount listed on the Ordinance is paid to each city councilmember “per month”.

Mayor Schulz closed the public hearing at 8:09 p.m.

Moved by Councilmember Finlay, seconded by Councilmember Garcia and carried by the following vote of the Council to approve the first reading of Ordinance No. 920 to increase City Council salaries beginning December 10, 2024, pursuant to Government Code section 36516.

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

10. BUSINESS ITEMS

A. Appointment of Public Works and Traffic Safety Commissioner

Mayor Schulz announced the following appointment to fill the existing vacancy on the Public Works and Traffic Safety Commission:

Armond Morad

Moved by Councilmember Finlay, seconded by Councilmember Kang, and carried by the following vote of the Council to appoint Armond Morad to fill an existing vacancy on the Public Works and Traffic Safety Commission for the remaining of the term ending on December 31, 2026.

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

11. CONTINUATION OF ORAL COMMUNICATIONS

None.

12. ITEMS FROM CITY COUNCIL/SUCCESSOR AGENCY/HOUSING AUTHORITY/ FINANCING AUTHORITY MEMBERS AND CITY MANAGER/EXECUTIVE DIRECTOR

City Manager Villalobos reported that he attended the San Gabriel Valley City Managers' Association meeting where they discussed the injunction and the bail schedule. He briefly reported that annual reports are filed with the Rivers and Mountains Conservancy for the Duarte Wilderness Preserve and that the City collaborates with LA County Fire for brush clearance in the mesa area.

Mayor Pro Tem Truong reported on attending the Red Ribbon Week decorating event and thanked the Public Safety Department for coordinating the event.

Councilmember Finlay reported on Mosquito and Vector Control meeting and reminded everyone to emptying out leftover water to prevent mosquitos from breeding.

Councilmember Garcia shared an upcoming Kiwanis event at Rancho Duarte Golf Course. He requested that the council meeting be adjourned in honor of Irma Zavala Castañeda, Duarte Alumni Jesus Ismael Arellano, and former California State Senator Bob Margett. He reported on attending Duarte Family Feud over the weekend.

Councilmember Kang reported on attending an event held by the Vietnamese American Chamber of Commerce and the Red Ribbon Week decorating event. He shared the importance of Red Ribbon week, protecting youth from drugs, and educating them.

Councilmember Lewis requested the meeting also be adjourned in honor of Ethel Terrell.

Councilmember Finlay requested the meeting also be adjourned in memory of former Duarte resident and firefighter, Craig Stogner.

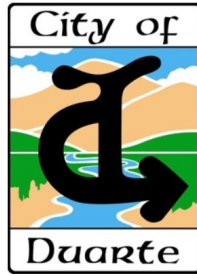
Mayor Schulz reported that she attended a SGVCOG Governing Board meeting and inquired staff to look into the state grant writing resources and funds available for affordable housing. She also reported on attending the City Selection meeting, the Red Ribbon Week decorating event, and the Duarte Family Feud event.

13. ADJOURNMENT

At 8:27 p.m., the City Council adjourned the meeting in honor of Irma Zavala Castañeda, Duarte Alumni Jesus Ismael Arellano, former California State Senator Bob Margett, Ethel Terrell, former Duarte resident and firefighter, Craig Stogner.

Jody Schulz, Mayor

Annette Juarez, City Clerk



ITEM: 7.D

Approval of Warrants - November 14, 2023 (CC/HA/FA)

Recommended Action:

It is recommended that the City Council approve the November 14, 2023 warrants.

Attachments:

[7D - CC Warrant Register by Account 11-14-2023.pdf](#)

[7D - CC Warrant Register by Vendor 11-14-2023.pdf](#)



City of Duarte

Council Warrant Register By Account By Fund

Payment Dates 10/26/2023 - 11/15/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
100-2120	RAY'S CONCRETE SYSTEMS	Building Permit Deposit Refund (Pmt #2021-216)	219205		500.00
100-2120	PASADENA RUGBY FOOTBALL ...	Field Rent Deposit Refund	219201		250.00
100-1610-7652	ALBERTOS PLUMBING	Lena Valenzuela Drinking Fountain Repair	3809		400.00
100-1605-7741	CHALLENGER TEAMWEAR	LAS T-Ball Trophies	3817		211.25
100-2026	JOEL OLGUIN	Equipment Deposit Refund	219199		25.00
100-2127	JJJ FLOOR COVERING INC	Retention-SC Flooring Project	219192		4,938.48
100-1610-7618	HOME DEPOT CREDIT SERVICES	FC Men's RR Faucet/ADA Shower	BD24-0567		175.21
100-1610-7618	HOME DEPOT CREDIT SERVICES	FC Women's RR Faucet/ADA Shower	BD24-0567		205.16
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	3827		1,342.22
100-1610-7618	HOME DEPOT CREDIT SERVICES	Generator Rental Deposit	BD24-0567		350.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	Generator Rental Actual Cost	BD24-0567		-112.02
100-1205-8030	HOME DEPOT CREDIT SERVICES	PS Office Shelf & Hand Truck	BD24-0567		225.95
100-1605-7730	DUARTE RECREATION PETTY ...	Flowers	219182		40.73
100-1605-7733	JAMES MIXON	SC Guitar Club Equipment Reimbursement	219196		140.00
100-1010-7965	HINDERLITER, DE LLAMAS & A...	Cannabis Consulting Srvcs 7/2023 - 9/2023	219189		27,375.00
100-1405-8100	RUDY'S PLUMBING INC	Backflow Installation-Rt 66 Sign Project	3849	202317/1405-8100-Other Cap ..	3,500.00
100-1605-7735	DELONG UNLIMITED SCREEN ...	TC/CHYLL Sweatshirts	219180		229.32
100-1605-7733	FRANCISCO BURCIAGA	SC Thanksgiving Dinner 11/16/2023	219171		4,163.04
100-1015-7684	CIVICA LAW GROUP, APC	1001 Las Lomas Legal 9/2023	3819		3,670.56
100-1015-7684	CIVICA LAW GROUP, APC	1307 Bloomdale Legal 9/2023	3819		4,304.83
100-1015-7684	CIVICA LAW GROUP, APC	General Code Enforcement Legal 9/2023	3819		1,845.00
100-1015-7684	CIVICA LAW GROUP, APC	Mendoza v. Duarte Admin Appeal 9/2023	3819		3,146.01
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations 9/2023	3819		6,000.00
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations Costs 9/2023	3819		62.36
100-1010-7612	INT'L INSTITUTE OF MUNICIP...	Annette Juarez 2024 Membership	219191		250.00
100-1010-7612	INT'L INSTITUTE OF MUNICIP...	Christine Soo 2024 Membership	219191		150.00
100-1825-7687	R3 CONSULTING GROUP	On-Call Consulting Srvcs 9/6/23 - 9/26/23	3845		2,412.50
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease/Maint 10/01/2023 - 10/31/2023	BD24-0553		574.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 15 Lease/Maint 10/01/2023 - 10/31/2023	BD24-0553		1,086.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 14 Lease/Maint 10/01/2023 - 10/31/2023	BD24-0553		566.88
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 7 Lease/Maint 10/01/2023 - 10/31/2023	BD24-0553		930.81
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 100 Lease/Maint 10/01/2023 - 10/31/2023	BD24-0553		555.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 36 Lease/Maint 10/01/2023 - 10/31/2023	BD24-0553		478.95
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 27 Lease/Maint 10/01/2023 - 10/31/2023	BD24-0553		476.29
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 6 Lease/Maint 10/01/2023 - 10/31/2023	BD24-0553		615.32

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100-1830-8100	ENTERPRISE FM TRUST	Vehicle 23 Lease/Maint 10/01/2023 - 10/31/2023	BD24-0553		433.48
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 20 Lease/Maint 10/01/2023 - 10/31/2023	BD24-0553		720.34
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 11 Lease/Maint 10/01/2023 - 10/31/2023	BD24-0553		702.14
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 15 Tax on Gain on Prior	BD24-0553		589.38
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 30 Lease/Maint 10/01/2023 - 10/31/2023	BD24-0553		584.85
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 10 Lease/Maint 10/01/2023 - 10/31/2023	BD24-0553		556.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease/Maint 10/01/2023 - 10/31/2023	BD24-0553		591.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 22 Lease/Maint 10/01/2023 - 10/31/2023	BD24-0553		431.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 6 CA Tire Tax	BD24-0553		8.75
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 20 CA Tire Tax	BD24-0553		8.75
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 11 Tax on Gain on Prior	BD24-0553		382.12
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 13 Lease/Maint 10/01/2023 - 10/31/2023	BD24-0553		223.12
100-1205-8030	HOME DEPOT CREDIT SERVICES	Public Safety 6' Ladder	BD24-0567		77.14
100-1405-8100	HOME DEPOT CREDIT SERVICES	Irrigation-Rt 66 Sign Project	BD24-0567	202317/1405-8100-Other Cap ..	24.03
100-1205-7783	COUNTY OF LOS ANGELES PR...	PIP Program DPO Abernathy 7/1/2023 - 9/30/2023	3820		26,250.00
100-1610-7652	ALBERTOS PLUMBING	FC Tankless Heaters (3) Service	3809		885.00
100-1605-7002	PAMELA ROMERO	CPR Stipend	3848		76.92
100-1405-8100	EL NATIVO GROWERS	Route 66 Sign Project Plantings	219184	202317/1405-8100-Other Cap ..	626.99
100-1815-7980	THE TECHNOLOGY DEPOT INC	MiCollab Firewall Service Ticket	3859		300.00
100-1610-7618	SIGNAL HILL AUTO ENTERPRIS...	Building Maintenance Supplies	3854		2,096.52
100-1825-7613	CANON SOLUTIONS AMERICA ...	Lg Format Copier Paper	219172		132.49
100-1610-7652	CIMA FIRE PROTECTION CO	Public Safety Fire Extinguisher Service	219176		196.00
100-1610-7652	CIMA FIRE PROTECTION CO	CH/CC/FC/Parks Fire Extinguisher Service	219176		272.50
100-1610-7652	CIMA FIRE PROTECTION CO	Senior Ctr Fire Extinguisher Service	219176		165.50
100-1605-7735	DELONG UNLIMITED SCREEN ...	TC Unity March Beanies	219180		308.70
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 9/2023	3839		442,977.02
100-1205-7615	THE LIFETRENDS GROUP TLTG ...	Infant AED Pads	219193		12.00
100-1405-7965	LDM ASSOCIATES INC	FY24 Federal Grant Administration 9/2023	3837		234.00
100-1810-7673	OCCUPATIONAL HEALTH CEN...	DOT Physical 10/10/2023	219198		122.00
100-1610-8100	LPA INC	Design Srvcs Civic Center Renovation 9/2023	3840		3,944.17
100-1605-7745	THINK CREATE AND CONNECT	TC Boxing Banner Tribute	219211		65.00
100-1405-8100	CAL BLEND SOILS INC	Landscape Mulch-Route 66 Sign Project	3814	202317/1405-8100-Other Cap ..	418.95
100-1205-8030	HOME DEPOT CREDIT SERVICES	PS Dept Tables & Chairs	BD24-0567		325.26
100-1410-7650	10-8 RETROFIT INC	Vehicle #7 Light Set-up	3807		5,302.72
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	3856		49.05
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	3856		36.81
100-1825-7613	STAPLES ADVANTAGE	Credit for Invoice # 3549822941	3856		-27.33
100-1010-7614	STAPLES ADVANTAGE	City Certificate Paper	3856		61.72
100-1020-7712	TRIPEPI SMITH & ASSOCIATES	Communication & Social Media Mgmt 10/2023	3861		9,030.00
100-1020-7720	TRIPEPI SMITH & ASSOCIATES	PEG Channel Management Srvcs 10/2023	3861		2,255.00
100-1410-7810	A1 MAINTENANCE SERVICES ...	Las Brisas Sweeping 10/2023	3808		61.00
100-1410-7810	A1 MAINTENANCE SERVICES ...	Las Posadas Sweeping 10/2023	3808		61.00
100-1605-7733	THEODORE SIEGEL	'The Asphalt Jungle' Screening/Presentation	219208		150.00
100-1405-8100	EL NATIVO GROWERS	Route 66 Sign Project Plantings	219184	202317/1405-8100-Other Cap ..	30.87

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100-1410-7612	CASHIER, DEPARTMENT OF PE...	Sean McBride (161935) Certification Renewal	219173		60.00
100-1605-7733	HEULYN REGINA DUMAS-JOH...	SC Sewing Program 11/2023	3821		392.37
100-1605-7735	SMART & FINAL	TC Snack Bar Supplies	3855		49.54
100-1610-7652	STATE OF CALIFORNIA DEPAR...	SC Elevator Annual Conveyance Fee	219210		225.00
100-1205-7779	AIDA TORRES	DART Run Club/Mentor Dinner Reimbursement	3860		100.78
100-1405-8100	CAL BLEND SOILS INC	Landscape-Route 66 Sign Project	3814	202317/1405-8100-Other Cap ..	418.95
100-1605-7736	ARK INTERNATIONAL INC	Instructor Fee-Vocal Class 9/26/23 - 10/17/23	3811		182.00
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 10/2023	3823		154.00
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	3818		61.28
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	3818		9.31
100-1205-7610	AIDA TORRES	ICMA Trip Airfare/Expenses	3860		511.95
100-1205-7779	AIDA TORRES	DART Supplies	3860		114.07
100-1610-7618	GRAINGER	Tennis/Pickleball Court Lights	3829		317.78
100-1010-7610	SAN GABRIEL VALLEY CITY M...	Brian Villalobos Holiday Luncheon	219207		35.00
100-1205-7610	SAN GABRIEL VALLEY CITY M...	Larry Breceda Holiday Luncheon Attendance	219207		35.00
100-1605-7730	SMART & FINAL	Pumpkin Patch/Pet Costume Contest	3855		65.82
100-1825-7980	PAPER RECYCLING & SHREDDI...	Document Shredding 10/18/2023	219200		68.00
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Srvcs 10/1/2023 - 10/14/2023	3810		6,231.78
100-1205-7787	MVP, LLC	Public Safety Lease	3842		13,664.83
100-1205-7650	AUTOZONE	Vehicle #13 Battery	219167		209.26
100-1605-7750	INLAND EMPIRE STAGES LTD	Oak Glen Excursion Transportsation 10/18/2023	219190		40.40
100-1610-7652	SIMON EQUIPMENT RENTALS	Scissor Lift Rental (Replace Tennis Court Lights)	219209		262.59
100-1610-7652	POST ALARM SYSTEMS	City Yard Alarm/Camera Repair/Replacement	3844		2,465.55
100-1605-7745	CURO MANAGED PRINT PRO...	TC Boxing Gym Signs	219178		33.08
100-1020-7716	CURO MANAGED PRINT PRO...	Veteran's Day Signs	219178		54.02
100-1605-7736	ARK INTERNATIONAL INC	Instructor Fee-Vocal Class 9/30/23 - 10/21/23	3811		36.40
100-1610-7650	10-8 RETROFIT INC	Vehicle #20 Light Bar	3807		1,540.70
100-4408	DUARTE UNIFIED SCHOOL DIS...	SBA/Nextel Lease 9/2023	219183	250004 - Property Rent - Next...	1,924.53
100-4408	DUARTE UNIFIED SCHOOL DIS...	SBA/Nextel Lease 10/2023	219183	250004 - Property Rent - Next...	1,924.53
100-1605-7741	CHALLENGER TEAMWEAR	LAS Futsal Trophies	3817		363.84
100-1605-7965	FOOD EXPLORATION AND DIS...	Grant Writer Fees	219187		500.00
100-1020-7710	LUDECKE PROPERTY MANAG...	Chamber Lease 11/2023	219194		1,600.00
100-1610-7618	IT'S A GAS INC	SC Helium Tank Replacement	3833		558.63
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 10/18/2023	3857		160.00
100-2124	ROMULO CALIXTO PENALOZA	Gazebo Rent Deposit Refund	219202		50.00
100-1810-7980	SMART & FINAL	Department Pumpkin Contest	3855		36.95
100-1605-7730	SMART & FINAL	Pet Costume Contest 10/29/23	3855		33.04
100-4816	PAUL AVILA	SC Ballroom Dance Class Refund	219168		35.00
100-4806	CATHERINE CHEN	Oak Glen Excursion 10/17/23 Refund (Cindy Kuo)	219175		51.70
100-4806	CATHERINE CHEN	Oak Glen Excursion 10/17/23 Refund	219175		47.00
100-1005-7640	CESAR A GARCIA	Misc City Events Expense Reimbursement	3828		62.00
100-1205-7980	CURO MANAGED PRINT PRO...	ICMA Board	219178		17.64

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100-2120	DIANE RAMIREZ	ROP Bldg Rent Deposit Refund 10/14/2023	219204		150.00
100-2120	SUSANA CHAIDEZ	TC Rent Deposit Refund 10/14/2023	219174		300.00
100-1010-7980	MANUEL ENRIQUEZ	Tzeitai Paraa-Caracci Park Renaming Supplies	219185		558.00
100-1205-7610	DUARTE PUBLIC SAFETY PETTY...	PS Meeting Supplies	219181		59.49
100-1205-7779	DUARTE PUBLIC SAFETY PETTY...	DART Beach Trip Parking	219181		15.00
100-1205-7779	DUARTE PUBLIC SAFETY PETTY...	DART Supplies	219181		21.49
100-1205-7980	DUARTE PUBLIC SAFETY PETTY...	Volunteer T-Shirt	219181		25.00
100-1205-7980	DUARTE PUBLIC SAFETY PETTY...	Office Water	219181		36.00
100-1005-7644	U.S. BANK	Jody Schulz Union Station Homeless Gala Fundraiser	3865		50.00
100-1005-7650	U.S. BANK	Toney Lewis League Conference Refund	3865		-575.00
100-1005-7980	U.S. BANK	DashPass 10/5/2023 - 11/5/20023 (DoorDash)	3865		9.99
100-1010-7610	U.S. BANK	Brian V ICMA Conf Parking 10/3/23 (COA Pkg)	3865		5.50
100-1010-7610	U.S. BANK	Brian V ICMA Conf Hotel 9/30/23-10/3/23 (Marriott)	3865		1,198.62
100-1010-7610	U.S. BANK	Brian Villalobos League CA Cities City Mgr Conf	3865		750.00
100-1010-7610	U.S. BANK	Qtrly Staff Mtg Catering (Cabrera's)	3865		251.01
100-1010-7610	U.S. BANK	Brian V ICMA Conf Rental Car (Alamo)	3865		296.83
100-1010-7610	U.S. BANK	Brian V ICMA Conf Airport Parking (Burbank Airport)	3865		60.00
100-1010-7610	U.S. BANK	Andres Rangel 2023 NATOA Conf 10/2/23-10/5/23	3865		510.00
100-1010-7610	U.S. BANK	Annette Juarrez ESC Conf Hotel (Home to Suites)	3865		156.28
100-1010-7610	U.S. BANK	Annette Juarez League Law/Election Conference	3865		550.00
100-1010-7610	U.S. BANK	Brian V Mtg w/Sgt Fiedler 10/9/23 (Max's)	3865		30.14
100-1010-7612	U.S. BANK	Pasdena Star News Online Subscription	3865		18.00
100-1010-7612	U.S. BANK	Andres Rangel MMASC Membership 9/25/23-9/24/24	3865		90.00
100-1010-7612	U.S. BANK	Andres Rangel ICMA Membership	3865		200.00
100-1010-7980	U.S. BANK	CC Mtg Dinner (V Truong) 10/10/23 (GrubHub)	3865		25.37
100-1010-7980	U.S. BANK	CC Meeting 10/10/2023 Dessert (Costco)	3865		27.15
100-1010-7980	U.S. BANK	CC Meeting 9/26/23 Dessert (Instacart)	3865		45.77
100-1010-7980	U.S. BANK	City Mgrs Office Halloween Decorations (Amazon)	3865		59.98
100-1010-7980	U.S. BANK	CMO Camera Neck Strap (Amazon)	3865		6.81
100-1010-7980	U.S. BANK	CC Meeting 10/10/2023 Dinner (GrubHub)	3865		140.46
100-1020-7712	U.S. BANK	Canva Pro Subscription 10/6/2023 - 10/5/2024	3865		119.40
100-1020-7712	U.S. BANK	Spotify Subscription	3865		10.99
100-1405-7614	U.S. BANK	Misc Supplies (Smart & Finals)	3864		27.07
100-1405-7980	U.S. BANK	Brozne Plaque for Route 66 Dedication (Deco Award)	3864		909.56
100-1410-7612	U.S. BANK	(7) 2024 MSA Memberships	3864		468.65

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100-1405-7980	U.S. BANK	AutoCAD(3) Annual Subscription 11/24/23 - 11/24/24	3863		3,143.37
100-1605-7733	U.S. BANK	Netflix-Senior Ctr 10/4/2023 - 11/3/2023	3863		7.74
100-1605-7735	U.S. BANK	Netflix-Teen Ctr 10/4/2023 - 11/3/2023	3863		7.75
100-1605-7980	U.S. BANK	Deposit-T Paras-Caracci Park Signage (B & H Signs)	3863		9,360.00
100-1805-7610	U.S. BANK	Kristen League Municipal Finance Institute 12/2023	3863		500.00
100-1805-7610	U.S. BANK	Kristen Petersen SCAG Economic Summit 12/7/2023	3863		200.00
100-1805-7965	U.S. BANK	COH STR Trend Report 7/2023 - 9/2023	3863		660.00
100-1810-7611	U.S. BANK	Ergonomics Training Coffee 10/3/23 (Coffee Bean)	3863		51.48
100-1810-7614	U.S. BANK	2023 Tax Forms/Envelopes (Tyler Business Forms)	3863		249.93
100-1815-7632	U.S. BANK	Accessduarte.com 9/1/2023 - 9/30/2023 (Google)	3863		1,384.53
100-1815-7632	U.S. BANK	Adobe Creative Cloud/Acrobat 10/13/23 - 11/12/23	3863		780.71
100-1815-7632	U.S. BANK	Finance Webinar 10/7/2023 - 11/6/2023 (Zoom)	3863		80.00
100-1815-7632	U.S. BANK	Accessduarte.online Renewal1 yr (Network Solution)	3863		71.97
100-2123	U.S. BANK	Special Event Insurance 7/2023 - 9/2023 (Alliant)	3863		1,044.00
100-1010-7980	U.S. BANK	Cake Pop Bags (Amazon)	3866		7.60
100-1020-7716	U.S. BANK	Veteran's Day Event Supplies (Amazon)	3866		244.33
100-1020-7716	U.S. BANK	Deposit-Holiday in the Park Entertainment (Taylor)	3866		200.00
100-1205-7655	U.S. BANK	(4) Lifeguard Course Certifications (Am Red Cross)	3866		151.20
100-1605-7610	U.S. BANK	Susie Perez 2023 CPRS Conference Registration	3866		480.00
100-1605-7612	U.S. BANK	When to Work Subscription Upgrade	3866		89.00
100-1605-7614	U.S. BANK	Office Supplies (Amazon)	3866		52.90
100-1605-7614	U.S. BANK	Storage Box (Amazon)	3866		19.67
100-1605-7614	U.S. BANK	PA Phone Adapter (Amazon)	3866		18.54
100-1605-7614	U.S. BANK	Command Strips (Amazon)	3866		15.09
100-1605-7614	U.S. BANK	Small Painters Tape (Amazon)	3866		10.46
100-1605-7614	U.S. BANK	Parks & Recs Dpt Coffee (Amazon)	3866		54.90
100-1605-7693	U.S. BANK	Mayor's Youth Council Dinner 10/2/23 (KFC)	3866		252.42
100-1605-7730	U.S. BANK	Halloween Cauldron Bubbles (Amazon)	3866		31.96
100-1605-7730	U.S. BANK	Urns (Dollar Tree)	3866		2.74
100-1605-7730	U.S. BANK	2023 Halloween Howl Skeletons (Lowes)	3866		220.46
100-1605-7730	U.S. BANK	Howl-O-Ween Pet Event Items/Gift Cards (Centinela)	3866		189.57
100-1605-7730	U.S. BANK	Deposit-Halloween Howl Photobooth (PBG Entertain)	3866		100.00
100-1605-7730	U.S. BANK	Halloween Candy (Target)	3866		111.85
100-1605-7730	U.S. BANK	Halloween Decorations/Supplies (JoAnn's)	3866		98.08
100-1605-7730	U.S. BANK	Halloween Pumpkin Patch Supplies (Amazon)	3866		315.40

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100-1605-7730	U.S. BANK	2023 Halloween Howl Supplies (Amazon)	3866		826.09
100-1605-7730	U.S. BANK	Halloween Pumpkin Patch Straw Bales (LS Kruse)	3866		302.56
100-1605-7730	U.S. BANK	2023 Halloween Howl Food (California Snack Food)	3866		1,110.00
100-1605-7730	U.S. BANK	Podium (Amazon)	3866		385.90
100-1605-7733	U.S. BANK	SC Softball End of Season Party (Max's)	3866		575.48
100-1605-7733	U.S. BANK	USB Cable Pack (Amazon)	3866		15.42
100-1605-7733	U.S. BANK	SC Community Yard Sale Pastries (Porto's)	3866		161.01
100-1605-7733	U.S. BANK	SC Halloween Decorations/Balloons (Amazon)	3866		91.42
100-1605-7733	U.S. BANK	(2) Pickleball Nets/Halloween Treat Bags (Amazon)	3866		341.73
100-1605-7733	U.S. BANK	SC Community Yard Sale Pizza (Little Caesars)	3866		143.16
100-1605-7735	U.S. BANK	Family Feud AMC Movie Tickets (AAA Online)	3866		37.05
100-1605-7735	U.S. BANK	Family Feud Event (6) Gift Cards (Amazon)	3866		60.00
100-1605-7735	U.S. BANK	TC Headphones (Amazon)	3866		149.84
100-1605-7735	U.S. BANK	Girls Night Out Meal 9/27/23 (Little Caesars)	3866		45.71
100-1605-7737	U.S. BANK	Excursion Lunch 10/18/2023 (Los Rios Rancho)	3866		2,200.00
100-1605-7738	U.S. BANK	Youth Excursion Tickets (Six Flags Magic Mtn)	3866		1,310.99
100-1605-7739	U.S. BANK	City Picnic Ad (Facebook/Meta)	3866		19.99
100-1605-7741	U.S. BANK	Sports Program Folding Table (Amazon)	3866		59.52
100-1605-7741	U.S. BANK	Youth Sports Volleybal Referee Shirt (Amazon)	3866		19.83
100-1605-7741	U.S. BANK	Soccer Equipment/Youth Sports (Amazon)	3866		296.80
100-1605-7980	U.S. BANK	Staff Appreciation Supplies (Winner Party Inc)	3866		37.55
100-1610-7618	U.S. BANK	Podium Protective Cover (Amazon)	3866		40.44
100-1610-7618	U.S. BANK	SC Coffee Cups (Amazon)	3866		46.26
100-1610-7618	U.S. BANK	(3) Tennis Nets (Amazon)	3866		644.94
100-1610-7618	U.S. BANK	Council Drinks (Instacart)	3866		59.17
100-1610-7618	U.S. BANK	Podium (Amazon)	3866		385.90
100-1500	MARILYN MAYS	Advance- Wild Stylez Dance Competition	219195		1,500.00
100-1605-7736	JOVANA VILLEGAS	Instructor Fee-Culinary Kids Fall Ssession 1	3868		567.00
100-1805-7653	SUPERIOR PRESS	A/P Account Deposit Slips	BD24-0573		105.02
100-2126	GEVA CONSTRUCTION	Const/Demo Deposit Refund (Pmt #2022-551)	219188		500.00
100-5004	GEVA CONSTRUCTION	Administrative Fee (Pmt #2022-551)	219188		-125.00
100-1805-7965	HDL COREN & CONE	Property TAx Srvcs 10/2023 - 12/2023	3830		3,438.44
100-1410-7636	LAMBERTO FLORES	Safety Boot Reimbursement	219186		284.69
100-1205-7762	CALE AMERICA INC	WTP Fees 10/2023	3815		403.86
100-1205-7980	CURO MANAGED PRINT PRO...	Toy Drive Event Yard/Car Signs	219178		239.99
100-1205-8030	HOME DEPOT CREDIT SERVICES	Early Pay Disocunt (Inv #7530069)	BD24-0567		-5.90
100-1405-7969	RKA CONSULTING GROUP	Engineering Consulting 9/2023	3847		560.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 9/2023	3847		1,000.00
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 9/2023	3847		1,640.00

Council Warrant Register By Account

Payment Dates: 10/26/2023 - 11/15/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1405-7969	RKA CONSULTING GROUP	ATP Cycle 4 Ped/Bike Improvements 9/2023	3847	202118-ATP Cycle 4-City Engi...	2,862.50
100-1405-7969	RKA CONSULTING GROUP	Duarte/Highland Striping Improvements 9/2023	3847		16,702.00
100-1405-7969	RKA CONSULTING GROUP	FY24 LLMD Engineering 9/2023	3847		200.00
100-2127	DANNY LETNER INC	Retention-Fitness Ctr Roof Project	219179		8,243.90
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 9/2023	3851		12,048.32
100-1015-7686	RUTAN & TUCKER LLP	Land Value Holdings Legal 9/2023	3851		808.50
100-1015-7686	RUTAN & TUCKER LLP	Mel Canyon Eminent Domain Legel 9/2023	3851		406.00
100-1015-7682	RUTAN & TUCKER LLP	Personnel Matter 9/2023	3851		5,109.00
100-1005-7640	CESAR A GARCIA	Council Vehicle Allowance	3828		75.00
100-1005-7641	TERA MARTIN DEL CAMPO	Council Vehicle Allowance	3841		75.00
100-1005-7642	MARGARET FINLAY	Council Vehicle Allowance	3825		75.00
100-1005-7643	VINH TRUONG	Council Vehicle Allowance	3862		75.00
100-1005-7644	JODY ERRANDI SCHULZ	Council Vehicle Allowance	3853		75.00
100-1005-7648	SAMUEL KANG	Council Vehicle Allowance	3834		75.00
100-1005-7650	TONEY LEWIS	Council Vehicle Allowance	3838		75.00
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	3813		218.00
100-1825-7674	TERESA RENTERIA	Health Insurance Reimbursement	3846		566.00
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	219170		435.00
100-1825-7674	EFREN CASTRO	Health Insurance Reimbursement	3816		566.00
100-1825-7674	MICHAEL TARR	Health Insurance Reimbursement	3858		566.00
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	3835		435.00
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	3822		435.00
100-1825-7674	LINDA HENDERSON	Health Insurance Reimbursement	3831		435.00
100-1825-7674	JOHN FASANA	Health Insurance Reimbursement	3824		435.00
100-1205-7780	SAN GABRIEL VALLEY HUMAN...	Animal Sheltering Services 11/2023	3852		5,833.33
100-1610-7652	INX BUILDING MAINTENANCE	City Hall Janitorial Srvcs 11/2023	3832		1,723.28
100-1005-7640	CESAR A GARCIA	Duarte Women's Club Dinner/RO Classroom Visit	3828		120.00
100-1405-7965	ARMSTRONG & WALKER LAN...	Hunt Dr Median Landscape Design 8/1/23 - 10/31/23	3812	202416-Prof Svcs-Huntington ...	6,954.80
100-1405-7800	EXTRA SPACE STORAGE INC	Building Plans Storage 11/1/2023 - 11/30/2023	BD24-0574		473.00
100-1405-7800	EXTRA SPACE STORAGE INC	Building Plans Storage 11/1/2023 - 11/30/2023	BD24-0575		460.00
100-1410-7650	AUTOZONE	Vehicle 3 Batteries	219167		518.63
100-1010-7610	ALBERT NUNEZ	MMASC Annual Conference Expense Reimbursement	3843		181.44
100-1605-7002	PAMELA ROMERO	CPR Stipend	3848		76.92
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 10/1/23 - 10/31/23	BD24-0576		1,384.53
100-2127	QUALITY FENCE CO INC	Retention-City yard Fence & Gate Replacement	219203	202215-Retention-Gate Repla...	12,132.76
100-1005-7642	ROTARY CLUB OF DUARTE	Margaret Finlay Membership Dues Q2 FY24	219206		110.00
100-1005-7644	ROTARY CLUB OF DUARTE	Jody Schulz Membership Dues Q2 FY24	219206		110.00

Council Warrant Register By Account

Payment Dates: 10/26/2023 - 11/15/2023

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
100-1010-7612	ROTARY CLUB OF DUARTE	Brian Villalobos Membership Dues Q2 FY24	219206		240.00
100-1205-7612	ROTARY CLUB OF DUARTE	Tony Hadloc Membership Dues Q2 FY24	219206		240.00
100-1205-7612	ROTARY CLUB OF DUARTE	Larry Breceda Membership Dues Q2 FY24	219206		240.00
100-1805-7612	ROTARY CLUB OF DUARTE	Kristen Petersen Membership Dues Q2 FY24	219206		240.00
Fund 100 - GENERAL FUND Total:					735,867.69
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
240-2410-7662	COUNTY OF LOS ANGELES AGR..	Gopher/Ground Squirrel Control 8/2023	219177		1,009.42
240-2426-7810	A1 MAINTENANCE SERVICES ...	Grocery Outlet Sweeping 10/2023	3808		784.00
240-2410-7888	LANDSCAPE WAREHOUSE III	Irrigation Repairs-ROP Ext Park	3836		477.39
240-2410-7888	LANDSCAPE WAREHOUSE III	Irrigation Repairs-ROP Ext Park	3836		35.25
240-2410-7888	LANDSCAPE WAREHOUSE III	Irrigation Parts (Citywide Restock)	3836		313.20
240-2410-7662	WEST COAST ARBORISTS INC	Arborist Report	3869		923.00
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					3,542.26
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
260-2605-7965	LDM ASSOCIATES INC	FY24 CDBG ADA Curb Ramps Installation 9/2023	3837	202413-Professional Svcs-ADA...	292.50
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					292.50
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
290-2905-7785	LOS ANGELES COUNTY SHERIF...	Tropical Storm Hilary Patrol 8/19/2023 - 8/20/2023	3839		2,564.89
290-2905-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 9/2023	3839		11,916.67
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					14,481.56
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 Lease/Maint 10/01/2023 - 10/31/2023	BD24-0553		615.05
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 31 Lease/Maint 10/01/2023 - 10/31/2023	BD24-0553		527.38
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 24 Lease/Maint 10/01/2023 - 10/31/2023	BD24-0553		467.13
Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:					1,609.56
Fund: 400 - PARK DEVELOPMENT GRANT FUND					
400-4005-7965	BELLFREE CONTRACTORS INC	Full Trail Assessment of Fish Canyon Falls Trail	219169	202214-Exp-Fish Cyn Trail Res...	2,700.00
400-4005-8041	MOORE IACOFANO GOLTSMA...	Design Services-Duarte Park Revitalization 9/2023	219197	202213-Capial Exp-Duarte Par...	9,626.50
Fund 400 - PARK DEVELOPMENT GRANT FUND Total:					12,326.50
Fund: 440 - PROPOSITION A TRANSIT FUND					
440-4405-8013	FOOTHILL TRANSIT	55th Installment of 3rd Bus 10/2023	3826		3,887.05
440-4405-7960	FOOTHILL TRANSIT	Duarte Local Service 9/2023	3826		30,970.43
440-5004	FOOTHILL TRANSIT	Duarte Local Service 9/2023	3826		-1,617.28
Fund 440 - PROPOSITION A TRANSIT FUND Total:					33,240.20
Fund: 460 - PROPOSITION C TRANSIT FUND					
460-4605-8013	FOOTHILL TRANSIT	55th Installment of 3rd Bus 10/2023	3826		3,180.31
460-4605-7788	INLAND EMPIRE STAGES LTD	Oak Glen Excursion Transportsation 10/18/2023	219190		1,409.30
460-4605-7960	FOOTHILL TRANSIT	Duarte Local Service 9/2023	3826		25,339.45
460-5004	FOOTHILL TRANSIT	Duarte Local Service 9/2023	3826		-1,323.22
Fund 460 - PROPOSITION C TRANSIT FUND Total:					28,605.84
Fund: 470 - MEASURE R LR TRANSIT FUND					
470-2127	RUIZ CONCRETE AND PAVING ...	Retention	3850	202410/470-2127-Retention-C..	-1,802.76

Council Warrant Register By Account**Payment Dates: 10/26/2023 - 11/15/2023**

Account Number	Vendor Name	Description (Item)	Payment Number	Project Account Key	Amount
470-4705-8060	RUIZ CONCRETE AND PAVING ...	Citywide Concrete Repair Project 10/17/23-11/2/23	3850	202410/4705-8060-Citywide ...	36,055.25
Fund 470 - MEASURE R LR TRANSIT FUND Total:					34,252.49
Grand Total:					864,218.60

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	735,867.69
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	3,542.26
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	292.50
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	14,481.56
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	1,609.56
400 - PARK DEVELOPMENT GRANT FUND	12,326.50
440 - PROPOSITION A TRANSIT FUND	33,240.20
460 - PROPOSITION C TRANSIT FUND	28,605.84
470 - MEASURE R LR TRANSIT FUND	34,252.49
Grand Total:	864,218.60

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	257.00
100-1005-7641	Travel & Exp - Martin Del...	75.00
100-1005-7642	Travel & Exp - Finlay	185.00
100-1005-7643	Travel & Exp - Truong	75.00
100-1005-7644	Travel & Exp - Schulz	235.00
100-1005-7648	Travel & Exp - Kang	75.00
100-1005-7650	Travel & Exp - Lewis	-500.00
100-1005-7980	Other Expenses	9.99
100-1010-7610	Travel, Mtgs & Conf	4,024.82
100-1010-7612	Publications and Dues	948.00
100-1010-7614	Office Supplies	61.72
100-1010-7965	Professional Services	27,375.00
100-1010-7980	Other Expenses	871.14
100-1015-7680	City Attorney Legal	12,048.32
100-1015-7682	Labor Counsel Legal	5,109.00
100-1015-7684	Code Enforcement Legal	19,028.76
100-1015-7686	Other Legal Services	1,214.50
100-1020-7710	Chamber Of Commerce	1,600.00
100-1020-7712	Community Information ...	9,160.39
100-1020-7716	Special Community Even...	498.35
100-1020-7720	DCTV	2,255.00
100-1205-7610	Travel, Mtgs & Conf	606.44
100-1205-7612	Publications and Dues	480.00
100-1205-7615	Emergency Supplies	12.00
100-1205-7650	Vehicle Maintenance	209.26
100-1205-7655	Emergency Services	151.20
100-1205-7762	Parking Pass Kiosk Costs	403.86
100-1205-7779	Youth Programs	251.34
100-1205-7780	Animal Control	5,833.33
100-1205-7781	Contract Law Enforceme...	442,977.02
100-1205-7782	Crossing Guard Contract...	6,231.78
100-1205-7783	GAPP Program	26,250.00
100-1205-7787	Public Safety Cntr Lease	13,664.83
100-1205-7980	Other Expenses	318.63
100-1205-8030	Other Equipment	622.45
100-1405-7614	Office Supplies	27.07
100-1405-7800	Building Department Ser...	933.00
100-1405-7965	Professional Services	7,188.80
100-1405-7969	City Engineer	22,964.50
100-1405-7980	Other Expenses	4,052.93
100-1405-8100	Other Capital Improvem...	5,019.79
100-1410-7612	Publications and Dues	528.65
100-1410-7636	Uniforms	284.69
100-1410-7650	Vehicle Maintenance	5,821.35

Account Summary

Account Number	Account Name	Payment Amount
100-1410-7656	Emergency Generator	160.00
100-1410-7810	Street Sweeping	122.00
100-1500	Advances	1,500.00
100-1605-7002	Regular Salaries	153.84
100-1605-7610	Travel, Mtgs & Conf	480.00
100-1605-7612	Publications and Dues	89.00
100-1605-7614	Office Supplies	171.56
100-1605-7693	Youth Council	252.42
100-1605-7730	Special Events	3,834.20
100-1605-7733	Senior Center	6,181.37
100-1605-7735	Teen Center	887.91
100-1605-7736	Youth & Adult Recreatio...	785.40
100-1605-7737	Adult Excursions	2,200.00
100-1605-7738	Teen Excursions	1,310.99
100-1605-7739	Publicity	19.99
100-1605-7741	Sports/Playground Progr...	951.24
100-1605-7745	Boxing Program	98.08
100-1605-7750	Bus Rentals	40.40
100-1605-7965	Professional Services	500.00
100-1605-7980	Other Expenses	9,397.55
100-1610-7617	Pool Chemicals	1,342.22
100-1610-7618	Building Supplies	4,767.99
100-1610-7636	Uniforms	61.28
100-1610-7650	Vehicle Maintenance	1,540.70
100-1610-7652	Building Maint Services	6,758.73
100-1610-8100	Other Capital Improvem...	3,944.17
100-1805-7610	Travel, Mtgs & Conf	700.00
100-1805-7612	Publications and Dues	240.00
100-1805-7614	Office Supplies	49.05
100-1805-7653	Bank Charges	105.02
100-1805-7965	Professional Services	4,098.44
100-1810-7611	Training	51.48
100-1810-7614	Office Supplies	249.93
100-1810-7673	Physical Exams	122.00
100-1810-7980	Other Expenses	36.95
100-1815-7632	Software	3,701.74
100-1815-7980	Other Expenses	300.00
100-1825-7613	Duplications And Photos	141.97
100-1825-7674	Retiree Health Insurance	4,091.00
100-1825-7687	Waste Mgmt Services	2,412.50
100-1825-7980	Other Expenses	68.00
100-1830-8100	Vehicle Replacement (C...	10,516.76
100-2026	EE Equipment Deposit	25.00
100-2120	Refundable Deposits	1,200.00
100-2123	Special Event Insurance ...	1,044.00
100-2124	Gazebo Refundable Dep...	50.00
100-2126	Construction and Demoli...	500.00
100-2127	Retention Payable	25,315.14
100-4408	Property Rental	3,849.06
100-4806	Excursion Fees	98.70
100-4816	Senior Recreation Class ...	35.00
100-5004	Other Revenue	-125.00
240-2410-7662	Other Serv-Citywide	1,932.42
240-2410-7888	Repairs-Citywide	825.84
240-2426-7810	Street Sweeping	784.00
260-2605-7965	Professional Services	292.50
290-2905-7781	Contract Law Enforceme...	11,916.67
290-2905-7785	Special Events Patrol	2,564.89

Account Summary

Account Number	Account Name	Payment Amount
320-3205-8013	Vehicles (Capital)	1,609.56
400-4005-7965	Professional Services	2,700.00
400-4005-8041	Park Improvements (Cap...	9,626.50
440-4405-7960	Foothill Transit Operatio...	30,970.43
440-4405-8013	Vehicles (Capital)	3,887.05
440-5004	Other Revenue	-1,617.28
460-4605-7788	Shuttle Services	1,409.30
460-4605-7960	Foothill Tranist Operatio...	25,339.45
460-4605-8013	Vehicles (Capital)	3,180.31
460-5004	Other Revenue	-1,323.22
470-2127	Retention Payable	-1,802.76
470-4705-8060	Sidewalk/Concrete Repai...	36,055.25
Grand Total:		864,218.60

Project Account Summary

Project Account Key	Payment Amount
None	786,528.20
202118-ATP Cycle 4-City Engineer	2,862.50
202213-Capial Exp-Duarte Park Improvements	9,626.50
202214-Exp-Fish Cyn Trail Restoration/Access Plan	2,700.00
202215-Retention-Gate Replacement	12,132.76
202317/1405-8100-Other Cap Improv-Route 66 Art	5,019.79
202410/470-2127-Retention-Citywide Concrete FY24	-1,802.76
202410/4705-8060-Citywide Concrete FY23-24	36,055.25
202413-Professional Svcs-ADA Curb Ramps	292.50
202416-Prof Svcs-Huntington Drive Median Landscape	6,954.80
250004 - Property Rent - Nextel Rent (Otis Gordon)	3,849.06
Grand Total:	864,218.60



City of Duarte

Council Warrant Register By Vendor By Fund

Payment Dates 10/26/2023 - 11/15/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 100 - GENERAL FUND					
Vendor: 4209 - 10-8 RETROFIT INC					
100-1410-7650	10-8 RETROFIT INC	Vehicle #7 Light Set-up	19020		5,302.72
100-1610-7650	10-8 RETROFIT INC	Vehicle #20 Light Bar	19754		1,540.70
Vendor 4209 - 10-8 RETROFIT INC Total:					6,843.42
Vendor: 1570 - A1 MAINTENANCE SERVICES CA					
100-1410-7810	A1 MAINTENANCE SERVICES ...	Las Brisas Sweeping 10/2023	205200		61.00
100-1410-7810	A1 MAINTENANCE SERVICES ...	Las Posadas Sweeping 10/2023	205201		61.00
Vendor 1570 - A1 MAINTENANCE SERVICES CA Total:					122.00
Vendor: 1388 - AIDA TORRES					
100-1205-7779	AIDA TORRES	DART Run Club/Mentor Dinner Reimbursement	10172023		100.78
100-1205-7610	AIDA TORRES	ICMA Trip Airfare/Expenses	9/27/23-10/5/23		511.95
100-1205-7779	AIDA TORRES	DART Supplies	9/27/23-10/5/23		114.07
Vendor 1388 - AIDA TORRES Total:					726.80
Vendor: 6449 - ALBERT NUNEZ					
100-1010-7610	ALBERT NUNEZ	MMASC Annual Conference Expense Reimbursement	11/2/23-11/3/23		181.44
Vendor 6449 - ALBERT NUNEZ Total:					181.44
Vendor: 5561 - ALBERTOS PLUMBING					
100-1610-7652	ALBERTOS PLUMBING	Lena Valenzuela Drinking Fountain Repair	681863		400.00
100-1610-7652	ALBERTOS PLUMBING	FC Tankless Heaters (3) Service	681895		885.00
Vendor 5561 - ALBERTOS PLUMBING Total:					1,285.00
Vendor: 6117 - ALL CITY MANAGEMENT SERVICE INC					
100-1205-7782	ALL CITY MANAGEMENT SERV...	Crossing Guard Srvcs 10/1/2023 - 10/14/2023	88585		6,231.78
Vendor 6117 - ALL CITY MANAGEMENT SERVICE INC Total:					6,231.78
Vendor: 6429 - ARK INTERNATIONAL INC					
100-1605-7736	ARK INTERNATIONAL INC	Instructor Fee-Vocal Class 9/26/23 - 10/17/23	10229		182.00
100-1605-7736	ARK INTERNATIONAL INC	Instructor Fee-Vocal Class 9/30/23 - 10/21/23	10231		36.40
Vendor 6429 - ARK INTERNATIONAL INC Total:					218.40
Vendor: 3579 - ARMSTRONG & WALKER LANDSCAPE ARCHITECT					
100-1405-7965	ARMSTRONG & WALKER LAN...	Hunt Dr Median Landscape Design 8/1/23 - 10/31/23	11022023	202416-Prof Svcs-Huntington ...	6,954.80
Vendor 3579 - ARMSTRONG & WALKER LANDSCAPE ARCHITECT Total:					6,954.80
Vendor: 1491 - AUTOZONE					
100-1205-7650	AUTOZONE	Vehicle #13 Battery	2814137966		209.26
100-1410-7650	AUTOZONE	Vehicle 3 Batteries	2814150255		518.63
Vendor 1491 - AUTOZONE Total:					727.89
Vendor: 1888 - CAL BLEND SOILS INC					
100-1405-8100	CAL BLEND SOILS INC	Landscape Mulch-Route 66 Sign Project	10122023	202317/1405-8100-Other Cap ..	418.95
100-1405-8100	CAL BLEND SOILS INC	Landscape-Route 66 Sign Project	10172023	202317/1405-8100-Other Cap ..	418.95
Vendor 1888 - CAL BLEND SOILS INC Total:					837.90
Vendor: 5559 - CALE AMERICA INC					
100-1205-7762	CALE AMERICA INC	WTP Fees 10/2023	177499		403.86
Vendor 5559 - CALE AMERICA INC Total:					403.86

Council Warrant Register By Vendor

Payment Dates: 10/26/2023 - 11/15/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 5720 - CANON SOLUTIONS AMERICA INC					
100-1825-7613	CANON SOLUTIONS AMERICA ...	Lg Format Copier Paper	148673874		132.49
Vendor 5720 - CANON SOLUTIONS AMERICA INC Total:					132.49
Vendor: 1462 - CASHIER, DEPARTMENT OF PESTICIDE REGULATION					
100-1410-7612	CASHIER, DEPARTMENT OF PE...	Sean McBride (161935) Certification Renewal	161935QAC		60.00
Vendor 1462 - CASHIER, DEPARTMENT OF PESTICIDE REGULATION Total:					60.00
Vendor: 0028 - CATHERINE BRATTA					
100-1825-7674	CATHERINE BRATTA	Health Insurance Reimbursement	11/2023		435.00
Vendor 0028 - CATHERINE BRATTA Total:					435.00
Vendor: T4732 - CATHERINE CHEN					
100-4806	CATHERINE CHEN	Oak Glen Excursion 10/17/23 Refund (Cindy Kuo)	2000383.005		51.70
100-4806	CATHERINE CHEN	Oak Glen Excursion 10/17/23 Refund	2000387.005		47.00
Vendor T4732 - CATHERINE CHEN Total:					98.70
Vendor: 6340 - CESAR A GARCIA					
100-1005-7640	CESAR A GARCIA	Misc City Events Expense Reimbursement	7/10/23 - 9/28/23		62.00
100-1005-7640	CESAR A GARCIA	Council Vehicle Allowance	11/2023		75.00
100-1005-7640	CESAR A GARCIA	Duarte Women's Club Dinner/RO Classroom Visit	11022023		120.00
Vendor 6340 - CESAR A GARCIA Total:					257.00
Vendor: 5792 - CHALLENGER TEAMWEAR					
100-1605-7741	CHALLENGER TEAMWEAR	LAS T-Ball Trophies	1197470-IN		211.25
100-1605-7741	CHALLENGER TEAMWEAR	LAS Futsal Trophies	1211472-IN		363.84
Vendor 5792 - CHALLENGER TEAMWEAR Total:					575.09
Vendor: 5197 - CIMA FIRE PROTECTION CO					
100-1610-7652	CIMA FIRE PROTECTION CO	Public Safety Fire Extinguisher Service	17218		196.00
100-1610-7652	CIMA FIRE PROTECTION CO	CH/CC/FC/Parks Fire Extinguisher Service	17219		272.50
100-1610-7652	CIMA FIRE PROTECTION CO	Senior Ctr Fire Extinguisher Service	17221		165.50
Vendor 5197 - CIMA FIRE PROTECTION CO Total:					634.00
Vendor: 5140 - CINTAS CORPORATION #693					
100-1610-7636	CINTAS CORPORATION #693	Facility Maint Uniforms	4170989795		61.28
100-1610-7652	CINTAS CORPORATION #693	Logo Mats	4170989795		9.31
Vendor 5140 - CINTAS CORPORATION #693 Total:					70.59
Vendor: 6483 - CIVICA LAW GROUP, APC					
100-1015-7684	CIVICA LAW GROUP, APC	1001 Las Lomas Legal 9/2023	11169		3,670.56
100-1015-7684	CIVICA LAW GROUP, APC	1307 Bloomdale Legal 9/2023	11170		4,304.83
100-1015-7684	CIVICA LAW GROUP, APC	General Code Enforcement Legal 9/2023	11171		1,845.00
100-1015-7684	CIVICA LAW GROUP, APC	Mendoza v. Duarte Admin Appeal 9/2023	11172		3,146.01
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations 9/2023	11173		6,000.00
100-1015-7684	CIVICA LAW GROUP, APC	LASD Citations Costs 9/2023	11174		62.36
Vendor 6483 - CIVICA LAW GROUP, APC Total:					19,028.76
Vendor: 1117 - COUNTY OF LOS ANGELES PROBATION DEPARTMENT					
100-1205-7783	COUNTY OF LOS ANGELES PR...	PIP Program DPO Abernathy 7/1/2023 - 9/30/2023	DUA2324-01		26,250.00
Vendor 1117 - COUNTY OF LOS ANGELES PROBATION DEPARTMENT Total:					26,250.00
Vendor: 5494 - CURO MANAGED PRINT PRODUCTION					
100-1605-7745	CURO MANAGED PRINT PRO...	TC Boxing Gym Signs	7176		33.08
100-1020-7716	CURO MANAGED PRINT PRO...	Veteran's Day Signs	7177		54.02
100-1205-7980	CURO MANAGED PRINT PRO...	ICMA Board	7190		17.64

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1205-7980	CURO MANAGED PRINT PRO...	Toy Drive Event Yard/Car Signs	7210		239.99
Vendor 5494 - CURO MANAGED PRINT PRODUCTION Total:					344.73
Vendor: 6493 - DANNY LETNER INC					
100-2127	DANNY LETNER INC	Retention-Fitness Ctr Roof Project	64821		8,243.90
Vendor 6493 - DANNY LETNER INC Total:					8,243.90
Vendor: 3838 - DELONG UNLIMITED SCREEN PRINTING					
100-1605-7735	DELONG UNLIMITED SCREEN ...	TC/CHYLL Sweatshirts	22-10485		229.32
100-1605-7735	DELONG UNLIMITED SCREEN ...	TC Unity March Beanies	22-10513		308.70
Vendor 3838 - DELONG UNLIMITED SCREEN PRINTING Total:					538.02
Vendor: T2559 - DIANE RAMIREZ					
100-2120	DIANE RAMIREZ	ROP Bldg Rent Deposit Refund 10/14/2023	R101001		150.00
Vendor T2559 - DIANE RAMIREZ Total:					150.00
Vendor: 3165 - DUARTE PUBLIC SAFETY PETTY CASH					
100-1205-7610	DUARTE PUBLIC SAFETY PETTY...	PS Meeting Supplies	10252023		59.49
100-1205-7779	DUARTE PUBLIC SAFETY PETTY...	DART Supplies	10252023		21.49
100-1205-7779	DUARTE PUBLIC SAFETY PETTY...	DART Beach Trip Parking	10252023		15.00
100-1205-7980	DUARTE PUBLIC SAFETY PETTY...	Office Water	10252023		36.00
100-1205-7980	DUARTE PUBLIC SAFETY PETTY...	Volunteer T-Shirt	10252023		25.00
Vendor 3165 - DUARTE PUBLIC SAFETY PETTY CASH Total:					156.98
Vendor: 0311 - DUARTE RECREATION PETTY CASH					
100-1605-7730	DUARTE RECREATION PETTY ...	Flowers	9302023		40.73
Vendor 0311 - DUARTE RECREATION PETTY CASH Total:					40.73
Vendor: 0077 - DUARTE UNIFIED SCHOOL DISTRICT					
100-4408	DUARTE UNIFIED SCHOOL DIS...	SBA/Nextel Lease 9/2023	100685	250004 - Property Rent - Next...	1,924.53
100-4408	DUARTE UNIFIED SCHOOL DIS...	SBA/Nextel Lease 10/2023	101116	250004 - Property Rent - Next...	1,924.53
Vendor 0077 - DUARTE UNIFIED SCHOOL DISTRICT Total:					3,849.06
Vendor: 1533 - EFREN CASTRO					
100-1825-7674	EFREN CASTRO	Health Insurance Reimbursement	11/2023		566.00
Vendor 1533 - EFREN CASTRO Total:					566.00
Vendor: 6545 - EL NATIVO GROWERS					
100-1405-8100	EL NATIVO GROWERS	Route 66 Sign Project Plantings	110580	202317/1405-8100-Other Cap ..	626.99
100-1405-8100	EL NATIVO GROWERS	Route 66 Sign Project Plantings	110647	202317/1405-8100-Other Cap ..	30.87
Vendor 6545 - EL NATIVO GROWERS Total:					657.86
Vendor: 6189 - ENTERPRISE FM TRUST					
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 20 Lease/Maint 10/01/2023 - 10/31/2023	FBN4852449		720.34
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 27 Lease/Maint 10/01/2023 - 10/31/2023	FBN4852449		476.29
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 23 Lease/Maint 10/01/2023 - 10/31/2023	FBN4852449		433.48
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 20 CA Tire Tax	FBN4852449		8.75
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 11 Tax on Gain on Prior	FBN4852449		382.12
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 13 Lease/Maint 10/01/2023 - 10/31/2023	FBN4852449		223.12
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 36 Lease/Maint 10/01/2023 - 10/31/2023	FBN4852449		478.95
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 6 CA Tire Tax	FBN4852449		8.75
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 22 Lease/Maint 10/01/2023 - 10/31/2023	FBN4852449		431.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 7 Lease/Maint 10/01/2023 - 10/31/2023	FBN4852449		930.81
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 100 Lease/Maint 10/01/2023 - 10/31/2023	FBN4852449		555.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 14 Lease/Maint 10/01/2023 - 10/31/2023	FBN4852449		566.88

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 11 Lease/Maint 10/01/2023 - 10/31/2023	FBN4852449		702.14
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 10 Lease/Maint 10/01/2023 - 10/31/2023	FBN4852449		556.00
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 28 Lease/Maint 10/01/2023 - 10/31/2023	FBN4852449		591.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 15 Lease/Maint 10/01/2023 - 10/31/2023	FBN4852449		1,086.65
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 6 Lease/Maint 10/01/2023 - 10/31/2023	FBN4852449		615.32
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 30 Lease/Maint 10/01/2023 - 10/31/2023	FBN4852449		584.85
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 18 Lease/Maint 10/01/2023 - 10/31/2023	FBN4852449		574.64
100-1830-8100	ENTERPRISE FM TRUST	Vehicle 15 Tax on Gain on Prior	FBN4852449		589.38
Vendor 6189 - ENTERPRISE FM TRUST Total:					10,516.76
Vendor: 1357 - EXECUTIVE ELEVATOR INC					
100-1610-7652	EXECUTIVE ELEVATOR INC	SC Elevator Maintenance 10/2023	103684		154.00
Vendor 1357 - EXECUTIVE ELEVATOR INC Total:					154.00
Vendor: 6532 - EXTRA SPACE STORAGE INC					
100-1405-7800	EXTRA SPACE STORAGE INC	Building Plans Storage 11/1/2023 - 11/30/2023	198091910		473.00
100-1405-7800	EXTRA SPACE STORAGE INC	Building Plans Storage 11/1/2023 - 11/30/2023	198092017		460.00
Vendor 6532 - EXTRA SPACE STORAGE INC Total:					933.00
Vendor: 6546 - FOOD EXPLORATION AND DISCOVERY					
100-1605-7965	FOOD EXPLORATION AND DIS...	Grant Writer Fees	147		500.00
Vendor 6546 - FOOD EXPLORATION AND DISCOVERY Total:					500.00
Vendor: 6389 - FRANCISCO BURCIAGA					
100-1605-7733	FRANCISCO BURCIAGA	SC Thanksgiving Dinner 11/16/2023	3114		4,163.04
Vendor 6389 - FRANCISCO BURCIAGA Total:					4,163.04
Vendor: 4690 - FULLER ENGINEERING INC					
100-1610-7617	FULLER ENGINEERING INC	Pool Chemicals	149453		1,342.22
Vendor 4690 - FULLER ENGINEERING INC Total:					1,342.22
Vendor: T4734 - GEVA CONSTRUCTION					
100-2126	GEVA CONSTRUCTION	Const/Demo Deposit Refund (Pmt #2022-551)	R98583		500.00
100-5004	GEVA CONSTRUCTION	Administrative Fee (Pmt #2022-551)	R98583		-125.00
Vendor T4734 - GEVA CONSTRUCTION Total:					375.00
Vendor: 6181 - GOOGLE LLC					
100-1815-7632	GOOGLE LLC	Gsuite accessduarte.com 10/1/23 - 10/31/23	4835087078		1,384.53
Vendor 6181 - GOOGLE LLC Total:					1,384.53
Vendor: 1092 - GRAINGER					
100-1610-7618	GRAINGER	Tennis/Pickleball Court Lights	9874191423		317.78
Vendor 1092 - GRAINGER Total:					317.78
Vendor: 3570 - HDL COREN & CONE					
100-1805-7965	HDL COREN & CONE	Property Tax Srvc 10/2023 - 12/2023	SIN032830		3,438.44
Vendor 3570 - HDL COREN & CONE Total:					3,438.44
Vendor: 6002 - HEULYN REGINA DUMAS-JOHNSON					
100-1605-7733	HEULYN REGINA DUMAS-JOH...	SC Sewing Program 11/2023	5		392.37
Vendor 6002 - HEULYN REGINA DUMAS-JOHNSON Total:					392.37

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Vendor: 1840 - HINDERLITER, DE LLAMAS & ASSOCIATES					
100-1010-7965	HINDERLITER, DE LLAMAS & A...	Cannabis Consulting Srvcs 7/2023 - 9/2023	SIN032396		27,375.00
Vendor 1840 - HINDERLITER, DE LLAMAS & ASSOCIATES Total:					27,375.00
Vendor: 0788 - HOME DEPOT CREDIT SERVICES					
100-1610-7618	HOME DEPOT CREDIT SERVICES	FC Men's RR Faucet/ADA Shower	8174165		175.21
100-1610-7618	HOME DEPOT CREDIT SERVICES	FC Women's RR Faucet/ADA Shower	5262451		205.16
100-1610-7618	HOME DEPOT CREDIT SERVICES	Generator Rental Deposit	7903127		350.00
100-1610-7618	HOME DEPOT CREDIT SERVICES	Generator Rental Actual Cost	359316		-112.02
100-1205-8030	HOME DEPOT CREDIT SERVICES	PS Office Shelf & Hand Truck	2152633		225.95
100-1205-8030	HOME DEPOT CREDIT SERVICES	Public Safety 6' Ladder	4524645		77.14
100-1405-8100	HOME DEPOT CREDIT SERVICES	Irrigation-Rt 66 Sign Project	4610719	202317/1405-8100-Other Cap ..	24.03
100-1205-8030	HOME DEPOT CREDIT SERVICES	PS Dept Tables & Chairs	7530069		325.26
100-1205-8030	HOME DEPOT CREDIT SERVICES	Early Pay Disocunt (Inv #7530069)	2506934		-5.90
Vendor 0788 - HOME DEPOT CREDIT SERVICES Total:					1,264.83
Vendor: 1465 - INLAND EMPIRE STAGES LTD					
100-1605-7750	INLAND EMPIRE STAGES LTD	Oak Glen Excursion Transportsation 10/18/2023	60408		40.40
Vendor 1465 - INLAND EMPIRE STAGES LTD Total:					40.40
Vendor: 5803 - INT'L INSTITUTE OF MUNICIPAL CLERKS					
100-1010-7612	INT'L INSTITUTE OF MUNICIP...	Annette Juarez 2024 Membership	31294-100323		250.00
100-1010-7612	INT'L INSTITUTE OF MUNICIP...	Christine Soo 2024 Membership	46620-100323		150.00
Vendor 5803 - INT'L INSTITUTE OF MUNICIPAL CLERKS Total:					400.00
Vendor: 6309 - INX BUILDING MAINTENANCE					
100-1610-7652	INX BUILDING MAINTENANCE	City Hall Janitorial Srvcs 11/2023	980590		1,723.28
Vendor 6309 - INX BUILDING MAINTENANCE Total:					1,723.28
Vendor: 6090 - IT'S A GAS INC					
100-1610-7618	IT'S A GAS INC	SC Helium Tank Replacement	50628		558.63
Vendor 6090 - IT'S A GAS INC Total:					558.63
Vendor: 3821 - JACQUELINE BURCKHARD					
100-1825-7674	JACQUELINE BURCKHARD	Health Insurance Reimbursement	11/2023		218.00
Vendor 3821 - JACQUELINE BURCKHARD Total:					218.00
Vendor: 6376 - JAMES MIXON					
100-1605-7733	JAMES MIXON	SC Guitar Club Equipment Reimbursement	9302023		140.00
Vendor 6376 - JAMES MIXON Total:					140.00
Vendor: 0128 - JIM KIRCHNER					
100-1825-7674	JIM KIRCHNER	Health Insurance Reimbursement	11/2023		435.00
Vendor 0128 - JIM KIRCHNER Total:					435.00
Vendor: 6494 - JJJ FLOOR COVERING INC					
100-2127	JJJ FLOOR COVERING INC	Retention-SC Flooring Project	1025845-RET		4,938.48
Vendor 6494 - JJJ FLOOR COVERING INC Total:					4,938.48
Vendor: 6204 - JODY ERRANDI SCHULZ					
100-1005-7644	JODY ERRANDI SCHULZ	Council Vehicle Allowance	11/2023		75.00
Vendor 6204 - JODY ERRANDI SCHULZ Total:					75.00
Vendor: T4688 - JOEL OLGUIN					
100-2026	JOEL OLGUIN	Equipment Deposit Refund	8012023		25.00
Vendor T4688 - JOEL OLGUIN Total:					25.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 0086 - JOHN FASANA					
100-1825-7674	JOHN FASANA	Health Insurance Reimbursement	11/2023		435.00
Vendor 0086 - JOHN FASANA Total:					435.00
Vendor: T3851 - JOVANA VILLEGAS					
100-1605-7736	JOVANA VILLEGAS	Instructor Fee-Culinary Kids Fall Ssession 1	135825		567.00
Vendor T3851 - JOVANA VILLEGAS Total:					567.00
Vendor: 5471 - LAMBERTO FLORES					
100-1410-7636	LAMBERTO FLORES	Safety Boot Reimbursement	10092023		284.69
Vendor 5471 - LAMBERTO FLORES Total:					284.69
Vendor: 5438 - LDM ASSOCIATES INC					
100-1405-7965	LDM ASSOCIATES INC	FY24 Federal Grant Administration 9/2023	7980		234.00
Vendor 5438 - LDM ASSOCIATES INC Total:					234.00
Vendor: 5060 - LINDA HENDERSON					
100-1825-7674	LINDA HENDERSON	Health Insurance Reimbursement	11/2023		435.00
Vendor 5060 - LINDA HENDERSON Total:					435.00
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
100-1205-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 9/2023	240705EC		442,977.02
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					442,977.02
Vendor: 6477 - LPA INC					
100-1610-8100	LPA INC	Design Srvcs Civic Center Renovation 9/2023	ARIV1006012		3,944.17
Vendor 6477 - LPA INC Total:					3,944.17
Vendor: 5698 - LUDECKE PROPERTY MANAGEMENT INC					
100-1020-7710	LUDECKE PROPERTY MANAG...	Chamber Lease 11/2023	1735-huntplaz-1123		1,600.00
Vendor 5698 - LUDECKE PROPERTY MANAGEMENT INC Total:					1,600.00
Vendor: 6039 - MANUEL ENRIQUEZ					
100-1010-7980	MANUEL ENRIQUEZ	Tzeitai Paraa-Caracci Park Renaming Supplies	10/24/2023		558.00
Vendor 6039 - MANUEL ENRIQUEZ Total:					558.00
Vendor: 0285 - MARGARET FINLAY					
100-1005-7642	MARGARET FINLAY	Council Vehicle Allowance	11/2023		75.00
Vendor 0285 - MARGARET FINLAY Total:					75.00
Vendor: 4422 - MARILYN MAYS					
100-1500	MARILYN MAYS	Advance- Wild Stylez Dance Competition	11/19/2023		1,500.00
Vendor 4422 - MARILYN MAYS Total:					1,500.00
Vendor: 1042 - MICHAEL TARR					
100-1825-7674	MICHAEL TARR	Health Insurance Reimbursement	11/2023		566.00
Vendor 1042 - MICHAEL TARR Total:					566.00
Vendor: 2461 - MVP, LLC					
100-1205-7787	MVP, LLC	Public Safety Lease	11/2023		13,664.83
Vendor 2461 - MVP, LLC Total:					13,664.83
Vendor: 6317 - OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA					
100-1810-7673	OCCUPATIONAL HEALTH CEN...	DOT Physical 10/10/2023	80823171		122.00
Vendor 6317 - OCCUPATIONAL HEALTH CENTERS OF CALIFORNIA Total:					122.00
Vendor: 1197 - PAMELA ROMERO					
100-1605-7002	PAMELA ROMERO	CPR Stipend	11/2023		76.92
100-1605-7002	PAMELA ROMERO	CPR Stipend	12/2023		76.92
Vendor 1197 - PAMELA ROMERO Total:					153.84

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: 6289 - PAPER RECYCLING & SHREDDING SPECIALISTS					
100-1825-7980	PAPER RECYCLING & SHREDDI...	Document Shredding 10/18/2023	558187		68.00
Vendor 6289 - PAPER RECYCLING & SHREDDING SPECIALISTS Total:					68.00
Vendor: T3082 - PASADENA RUGBY FOOTBALL CLUB INC					
100-2120	PASADENA RUGBY FOOTBALL ...	Field Rent Deposit Refund	R96237		250.00
Vendor T3082 - PASADENA RUGBY FOOTBALL CLUB INC Total:					250.00
Vendor: T4731 - PAUL AVILA					
100-4816	PAUL AVILA	SC Ballroom Dance Class Refund	2000382.005		35.00
Vendor T4731 - PAUL AVILA Total:					35.00
Vendor: 2466 - POST ALARM SYSTEMS					
100-1610-7652	POST ALARM SYSTEMS	City Yard Alarm/Camera Repair/Replacement	1629654		2,465.55
Vendor 2466 - POST ALARM SYSTEMS Total:					2,465.55
Vendor: 6397 - QUALITY FENCE CO INC					
100-2127	QUALITY FENCE CO INC	Retention-City yard Fence & Gate Replacement	11072023	202215-Retention-Gate Repla...	12,132.76
Vendor 6397 - QUALITY FENCE CO INC Total:					12,132.76
Vendor: 6372 - R3 CONSULTING GROUP					
100-1825-7687	R3 CONSULTING GROUP	On-Call Consulting Srvcs 9/6/23 - 9/26/23	122951		2,412.50
Vendor 6372 - R3 CONSULTING GROUP Total:					2,412.50
Vendor: T4634 - RAY'S CONCRETE SYSTEMS					
100-2120	RAY'S CONCRETE SYSTEMS	Building Permit Deposit Refund (Pmt #2021-216)	R89441		500.00
Vendor T4634 - RAY'S CONCRETE SYSTEMS Total:					500.00
Vendor: 0904 - RKA CONSULTING GROUP					
100-1405-7969	RKA CONSULTING GROUP	Engineering Consulting 9/2023	34088		560.00
100-1405-7969	RKA CONSULTING GROUP	Engineering Plan Check 9/2023	34089		1,000.00
100-1405-7969	RKA CONSULTING GROUP	Contract City Engineer 9/2023	34090		1,640.00
100-1405-7969	RKA CONSULTING GROUP	ATP Cycle 4 Ped/Bike Improvements 9/2023	34091	202118-ATP Cycle 4-City Engi...	2,862.50
100-1405-7969	RKA CONSULTING GROUP	Duarte/Highland Striping Improvements 9/2023	34092		16,702.00
100-1405-7969	RKA CONSULTING GROUP	FY24 LLMD Engineering 9/2023	34093		200.00
Vendor 0904 - RKA CONSULTING GROUP Total:					22,964.50
Vendor: T4733 - ROMULO CALIXTO PENALOZA					
100-2124	ROMULO CALIXTO PENALOZA	Gazebo Rent Deposit Refund	1002312.002		50.00
Vendor T4733 - ROMULO CALIXTO PENALOZA Total:					50.00
Vendor: 0076 - ROTARY CLUB OF DUARTE					
100-1005-7642	ROTARY CLUB OF DUARTE	Margaret Finlay Membership Dues Q2 FY24	Q2 - FY24		110.00
100-1005-7644	ROTARY CLUB OF DUARTE	Jody Schulz Membership Dues Q2 FY24	Q2 - FY24		110.00
100-1010-7612	ROTARY CLUB OF DUARTE	Brian Villalobos Membership Dues Q2 FY24	Q2 - FY24		240.00
100-1205-7612	ROTARY CLUB OF DUARTE	Tony Hadloc Membership Dues Q2 FY24	Q2 - FY24		240.00
100-1205-7612	ROTARY CLUB OF DUARTE	Larry Breceda Membership Dues Q2 FY24	Q2 - FY24		240.00
100-1805-7612	ROTARY CLUB OF DUARTE	Kristen Petersen Membership Dues Q2 FY24	Q2 - FY24		240.00
Vendor 0076 - ROTARY CLUB OF DUARTE Total:					1,180.00
Vendor: 4142 - RUDY'S PLUMBING INC					
100-1405-8100	RUDY'S PLUMBING INC	Backflow Installation-Rt 66 Sign Project	10036	202317/1405-8100-Other Cap ..	3,500.00
Vendor 4142 - RUDY'S PLUMBING INC Total:					3,500.00

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Vendor: 0196 - RUTAN & TUCKER LLP					
100-1015-7680	RUTAN & TUCKER LLP	General City Attorney (Retainer) 9/2023	975276		12,048.32
100-1015-7686	RUTAN & TUCKER LLP	Land Value Holdings Legal 9/2023	975277		808.50
100-1015-7686	RUTAN & TUCKER LLP	Mel Canyon Eminent Domain Legel 9/2023	975278		406.00
100-1015-7682	RUTAN & TUCKER LLP	Personnel Matter 9/2023	975279		5,109.00
Vendor 0196 - RUTAN & TUCKER LLP Total:					18,371.82
Vendor: 5263 - SAMUEL KANG					
100-1005-7648	SAMUEL KANG	Council Vehicle Allowance	11/2023		75.00
Vendor 5263 - SAMUEL KANG Total:					75.00
Vendor: 3115 - SAN GABRIEL VALLEY CITY MANAGERS' ASSOCIATION					
100-1010-7610	SAN GABRIEL VALLEY CITY M...	Brian Villalobos Holiday Luncheon	10/18/2023		35.00
100-1205-7610	SAN GABRIEL VALLEY CITY M...	Larry Breceda Holiday Luncheon Attendance	10/18/2023		35.00
Vendor 3115 - SAN GABRIEL VALLEY CITY MANAGERS' ASSOCIATION Total:					70.00
Vendor: 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY					
100-1205-7780	SAN GABRIEL VALLEY HUMAN...	Animal Sheltering Services 11/2023	11/2023D		5,833.33
Vendor 6088 - SAN GABRIEL VALLEY HUMANE SOCIETY Total:					5,833.33
Vendor: 6401 - SIGNAL HILL AUTO ENTERPRISES					
100-1610-7618	SIGNAL HILL AUTO ENTERPRIS...	Building Maintenance Supplies	046788		2,096.52
Vendor 6401 - SIGNAL HILL AUTO ENTERPRISES Total:					2,096.52
Vendor: 0206 - SIMON EQUIPMENT RENTALS					
100-1610-7652	SIMON EQUIPMENT RENTALS	Scissor Lift Rental (Replace Tennis Court Lights)	156120		262.59
Vendor 0206 - SIMON EQUIPMENT RENTALS Total:					262.59
Vendor: 0209 - SMART & FINAL					
100-1605-7735	SMART & FINAL	TC Snack Bar Supplies	944322		49.54
100-1605-7730	SMART & FINAL	Pumpkin Patch/Pet Costume Contest	113266		65.82
100-1810-7980	SMART & FINAL	Department Pumpkin Contest	120611		36.95
100-1605-7730	SMART & FINAL	Pet Costume Contest 10/29/23	183244		33.04
Vendor 0209 - SMART & FINAL Total:					185.35
Vendor: 2688 - STAPLES ADVANTAGE					
100-1805-7614	STAPLES ADVANTAGE	Office Supplies	3549954505		49.05
100-1825-7613	STAPLES ADVANTAGE	Copier Paper	3549954505		36.81
100-1825-7613	STAPLES ADVANTAGE	Credit for Invoice # 3549822941	3550113776		-27.33
100-1010-7614	STAPLES ADVANTAGE	City Certificate Paper	3550113777		61.72
Vendor 2688 - STAPLES ADVANTAGE Total:					120.25
Vendor: 4263 - STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS					
100-1610-7652	STATE OF CALIFORNIA DEPAR...	SC Elevator Annual Conveyance E 2003452 SB Fee			225.00
Vendor 4263 - STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL RELATIONS Total:					225.00
Vendor: 0083 - STEVE ESBENSHADE					
100-1825-7674	STEVE ESBENSHADE	Health Insurance Reimbursement	11/2023		435.00
Vendor 0083 - STEVE ESBENSHADE Total:					435.00
Vendor: 1610 - SUNWEST ENGINEERING					
100-1410-7656	SUNWEST ENGINEERING	Emergency Generator Inspection 10/18/2023	SA-38631		160.00
Vendor 1610 - SUNWEST ENGINEERING Total:					160.00
Vendor: 5351 - SUPERIOR PRESS					
100-1805-7653	SUPERIOR PRESS	A/P Account Deposit Slips	4758482		105.02
Vendor 5351 - SUPERIOR PRESS Total:					105.02

Council Warrant Register By Vendor

Payment Dates: 10/26/2023 - 11/15/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Vendor: T3367 - SUSANA CHAIDEZ					
100-2120	SUSANA CHAIDEZ	TC Rent Deposit Refund 10/14/2023	R101127		300.00
Vendor T3367 - SUSANA CHAIDEZ Total:					300.00
Vendor: 6457 - TERA MARTIN DEL CAMPO					
100-1005-7641	TERA MARTIN DEL CAMPO	Council Vehicle Allowance	11/2023		75.00
Vendor 6457 - TERA MARTIN DEL CAMPO Total:					75.00
Vendor: 3904 - TERESA RENTERIA					
100-1825-7674	TERESA RENTERIA	Health Insurance Reimbursement	11/2023		566.00
Vendor 3904 - TERESA RENTERIA Total:					566.00
Vendor: 4281 - THE LIFETRENDS GROUP TLTG INC					
100-1205-7615	THE LIFETRENDS GROUP TLTG ...Infant AED Pads		28884		12.00
Vendor 4281 - THE LIFETRENDS GROUP TLTG INC Total:					12.00
Vendor: 5029 - THE TECHNOLOGY DEPOT INC					
100-1815-7980	THE TECHNOLOGY DEPOT INC	MiCollab Firewall Service Ticket 22099			300.00
Vendor 5029 - THE TECHNOLOGY DEPOT INC Total:					300.00
Vendor: 5544 - THEODORE SIEGEL					
100-1605-7733	THEODORE SIEGEL	'The Asphalt Jungle' Screening/Presentation	11/16/2023		150.00
Vendor 5544 - THEODORE SIEGEL Total:					150.00
Vendor: 6547 - THINK CREATE AND CONNECT					
100-1605-7745	THINK CREATE AND CONNECT	TC Boxing Banner Tribute	0000733		65.00
Vendor 6547 - THINK CREATE AND CONNECT Total:					65.00
Vendor: 6100 - TONEY LEWIS					
100-1005-7650	TONEY LEWIS	Council Vehicle Allowance	11/2023		75.00
Vendor 6100 - TONEY LEWIS Total:					75.00
Vendor: 5284 - TRIPEPI SMITH & ASSOCIATES					
100-1020-7712	TRIPEPI SMITH & ASSOCIATES	Communication & Social Media Mgmt 10/2023	11027		9,030.00
100-1020-7720	TRIPEPI SMITH & ASSOCIATES	PEG Channel Management Srvcs 10/2023	11028		2,255.00
Vendor 5284 - TRIPEPI SMITH & ASSOCIATES Total:					11,285.00
Vendor: 4484 - U.S. BANK					
100-1005-7644	U.S. BANK	Jody Schulz Union Station Homeless Gala Fundraiser	10252023BV		50.00
100-1005-7650	U.S. BANK	Toney Lewis League Conference Refund	10252023BV		-575.00
100-1005-7980	U.S. BANK	DashPass 10/5/2023 - 11/5/20023 (DoorDash)	10252023BV		9.99
100-1010-7610	U.S. BANK	Brian V Mtg w/Sgt Fiedler 10/9/23 (Max's)	10252023BV		30.14
100-1010-7610	U.S. BANK	Brian V ICMA Conf Parking 10/3/23 (COA Pkg)	10252023BV		5.50
100-1010-7610	U.S. BANK	Brian V ICMA Conf Hotel 9/30/23-10/3/23 (Marriott)	10252023BV		1,198.62
100-1010-7610	U.S. BANK	Brian Villalobos League CA Cities City Mgr Conf	10252023BV		750.00
100-1010-7610	U.S. BANK	Qtrly Staff Mtg Catering (Cabrera's)	10252023BV		251.01
100-1010-7610	U.S. BANK	Andres Rangel 2023 NATOA Conf 10/2/23-10/5/23	10252023BV		510.00
100-1010-7610	U.S. BANK	Brian V ICMA Conf Rental Car (Alamo)	10252023BV		296.83
100-1010-7610	U.S. BANK	Brian V ICMA Conf Airport Parking (Burbank Airport	10252023BV		60.00
100-1010-7610	U.S. BANK	Annette Juarrez ESC Conf Hotel (Home to Suites)	10252023BV		156.28
100-1010-7610	U.S. BANK	Annette Juarez League Law/Election Conference	10252023BV		550.00

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Payment Dates: 10/26/2023 - 11/15/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1010-7612	U.S. BANK	Andres Rangel MMASC Membership 9/25/23-9/24/24	10252023BV		90.00
100-1010-7612	U.S. BANK	Pasdena Star News Online Subscription	10252023BV		18.00
100-1010-7612	U.S. BANK	Andres Rangel ICMA Membership	10252023BV		200.00
100-1010-7980	U.S. BANK	CC Meeting 10/10/2023 Dinner (GrubHub)	10252023BV		140.46
100-1010-7980	U.S. BANK	CMO Camera Neck Strap (Amazon)	10252023BV		6.81
100-1010-7980	U.S. BANK	City Mgrs Office Halloween Decorations (Amazon)	10252023BV		59.98
100-1010-7980	U.S. BANK	CC Meeting 10/10/2023 Dessert (Costco)	10252023BV		27.15
100-1010-7980	U.S. BANK	CC Meeting 9/26/23 Dessert (Instacart)	10252023BV		45.77
100-1010-7980	U.S. BANK	CC Mtg Dinner (V Truong) 10/10/23 (GrubHub)	10252023BV		25.37
100-1020-7712	U.S. BANK	Canva Pro Subscription 10/6/2023 - 10/5/2024	10252023BV		119.40
100-1020-7712	U.S. BANK	Spotify Subscription	10252023BV		10.99
100-1405-7614	U.S. BANK	Misc Supplies (Smart & Finals)	10252023CH		27.07
100-1405-7980	U.S. BANK	Brozne Plaque for Route 66 Dedication (Deco Award)	10252023CH		909.56
100-1410-7612	U.S. BANK	(7) 2024 MSA Memberships	10252023CH		468.65
100-1405-7980	U.S. BANK	AutoCAD(3) Annual Subscription 11/24/23 - 11/24/24	10252023KP		3,143.37
100-1605-7733	U.S. BANK	Netflix-Senior Ctr 10/4/2023 - 11/3/2023	10252023KP		7.74
100-1605-7735	U.S. BANK	Netflix-Teen Ctr 10/4/2023 - 11/3/2023	10252023KP		7.75
100-1605-7980	U.S. BANK	Deposit-T Paras-Caracci Park Signage (B & H Signs)	10252023KP		9,360.00
100-1805-7610	U.S. BANK	Kristen League Municipal Finance Institute 12/2023	10252023KP		500.00
100-1805-7610	U.S. BANK	Kristen Petersen SCAG Economic Summit 12/7/2023	10252023KP		200.00
100-1805-7965	U.S. BANK	COH STR Trend Report 7/2023 - 9/2023	10252023KP		660.00
100-1810-7611	U.S. BANK	Ergonomics Training Coffee 10/3/23 (Coffee Bean)	10252023KP		51.48
100-1810-7614	U.S. BANK	2023 Tax Forms/Envelopes (Tyler Business Forms)	10252023KP		249.93
100-1815-7632	U.S. BANK	Adobe Creative Cloud/Acrobat 10/13/23 - 11/12/23	10252023KP		780.71
100-1815-7632	U.S. BANK	Accessduarte.online Renewal1 yr (Network Solution)	10252023KP		71.97
100-1815-7632	U.S. BANK	Accessduarte.com 9/1/2023 - 9/30/2023 (Google)	10252023KP		1,384.53
100-1815-7632	U.S. BANK	Finance Webinar 10/7/2023 - 11/6/2023 (Zoom)	10252023KP		80.00
100-2123	U.S. BANK	Special Event Insurance 7/2023 - 9/2023 (Alliant)	10252023KP		1,044.00
100-1010-7980	U.S. BANK	Cake Pop Bags (Amazon)	10252023ME		7.60
100-1020-7716	U.S. BANK	Veteran's Day Event Supplies (Amazon)	10252023ME		244.33
100-1020-7716	U.S. BANK	Deposit-Holiday in the Park Entertainment (Taylor)	10252023ME		200.00
100-1205-7655	U.S. BANK	(4) Lifeguard Course Certifications (Am Red Cross)	10252023ME		151.20
100-1605-7610	U.S. BANK	Susie Perez 2023 CPRS Conference Registration	10252023ME		480.00

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Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1605-7612	U.S. BANK	When to Work Subscription Upgrade	10252023ME		89.00
100-1605-7614	U.S. BANK	Office Supplies (Amazon)	10252023ME		52.90
100-1605-7614	U.S. BANK	PA Phone Adapter (Amazon)	10252023ME		18.54
100-1605-7614	U.S. BANK	Storage Box (Amazon)	10252023ME		19.67
100-1605-7614	U.S. BANK	Command Strips (Amazon)	10252023ME		15.09
100-1605-7614	U.S. BANK	Small Painters Tape (Amazon)	10252023ME		10.46
100-1605-7614	U.S. BANK	Parks & Recs Dpt Coffee (Amazon)	10252023ME		54.90
100-1605-7693	U.S. BANK	Mayor's Youth Council Dinner 10/2/23 (KFC)	10252023ME		252.42
100-1605-7730	U.S. BANK	2023 Halloween Howl Supplies (Amazon)	10252023ME		826.09
100-1605-7730	U.S. BANK	Halloween Cauldron Bubbles (Amazon)	10252023ME		31.96
100-1605-7730	U.S. BANK	Podium (Amazon)	10252023ME		385.90
100-1605-7730	U.S. BANK	Halloween Pumpkin Patch Straw Bales (LS Kruse)	10252023ME		302.56
100-1605-7730	U.S. BANK	2023 Halloween Howl Food (California Snack Food)	10252023ME		1,110.00
100-1605-7730	U.S. BANK	Halloween Pumpkin Patch Supplies (Amazon)	10252023ME		315.40
100-1605-7730	U.S. BANK	Howl-O-Ween Pet Event Items/Gift Cards (Centinela)	10252023ME		189.57
100-1605-7730	U.S. BANK	Halloween Candy (Target)	10252023ME		111.85
100-1605-7730	U.S. BANK	Deposit-Halloween Howl Photobooth (PBG Entertain)	10252023ME		100.00
100-1605-7730	U.S. BANK	Halloween Decorations/Supplies (JoAnn's)	10252023ME		98.08
100-1605-7730	U.S. BANK	2023 Halloween Howl Skeletons (Lowes)	10252023ME		220.46
100-1605-7730	U.S. BANK	Urns (Dollar Tree)	10252023ME		2.74
100-1605-7733	U.S. BANK	SC Community Yard Sale Pastries (Porto's)	10252023ME		161.01
100-1605-7733	U.S. BANK	USB Cable Pack (Amazon)	10252023ME		15.42
100-1605-7733	U.S. BANK	(2) Pickleball Nets/Halloween Treat Bags (Amazon)	10252023ME		341.73
100-1605-7733	U.S. BANK	SC Community Yard Sale Pizza (Little Caesars)	10252023ME		143.16
100-1605-7733	U.S. BANK	SC Softball End of Season Party (Max's)	10252023ME		575.48
100-1605-7733	U.S. BANK	SC Halloween Decorations/Balloons (Amazon)	10252023ME		91.42
100-1605-7735	U.S. BANK	Girls Night Out Meal 9/27/23 (Little Caesars)	10252023ME		45.71
100-1605-7735	U.S. BANK	Family Feud AMC Movie Tickets (AAA Online)	10252023ME		37.05
100-1605-7735	U.S. BANK	TC Headphones (Amazon)	10252023ME		149.84
100-1605-7735	U.S. BANK	Family Feud Event (6) Gift Cards (Amazon)	10252023ME		60.00
100-1605-7737	U.S. BANK	Excursion Lunch 10/18/2023 (Los Rios Rancho)	10252023ME		2,200.00
100-1605-7738	U.S. BANK	Youth Excursion Tickets (Six Flags Magic Mtn)	10252023ME		1,310.99
100-1605-7739	U.S. BANK	City Picnic Ad (Facebook/Meta)	10252023ME		19.99
100-1605-7741	U.S. BANK	Youth Sports Volleybal Referee Shirt (Amazon)	10252023ME		19.83
100-1605-7741	U.S. BANK	Sports Program Folding Table (Amazon)	10252023ME		59.52
100-1605-7741	U.S. BANK	Soccer Equipment/Youth Sports (Amazon)	10252023ME		296.80
100-1605-7980	U.S. BANK	Staff Appreciation Supplies (Winner Party Inc)	10252023ME		37.55

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Payment Dates: 10/26/2023 - 11/15/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
100-1610-7618	U.S. BANK	Podium Protective Cover (Amazon)	10252023ME		40.44
100-1610-7618	U.S. BANK	SC Coffee Cups (Amazon)	10252023ME		46.26
100-1610-7618	U.S. BANK	Podium (Amazon)	10252023ME		385.90
100-1610-7618	U.S. BANK	Council Drinks (Instacart)	10252023ME		59.17
100-1610-7618	U.S. BANK	(3) Tennis Nets (Amazon)	10252023ME		644.94
Vendor 4484 - U.S. BANK Total:					35,016.99
Vendor: 6196 - VINH TRUONG					
100-1005-7643	VINH TRUONG	Council Vehicle Allowance	11/2023		75.00
Vendor 6196 - VINH TRUONG Total:					75.00
Fund 100 - GENERAL FUND Total:					735,867.69
Fund: 240 - LIGHTING AND LANDSCAPE DISTRICT FUND					
Vendor: 1570 - A1 MAINTENANCE SERVICES CA					
240-2426-7810	A1 MAINTENANCE SERVICES ...	Grocery Outlet Sweeping 10/2023	205199		784.00
Vendor 1570 - A1 MAINTENANCE SERVICES CA Total:					784.00
Vendor: 1997 - COUNTY OF LOS ANGELES AGRIC COMM/R/WTS & MEASURES					
240-2410-7662	COUNTY OF LOS ANGELES AGR..	Gopher/Ground Squirrel Control 8/2023	240563		1,009.42
Vendor 1997 - COUNTY OF LOS ANGELES AGRIC COMM/R/WTS & MEASURES Total:					1,009.42
Vendor: 3968 - LANDSCAPE WAREHOUSE III					
240-2410-7888	LANDSCAPE WAREHOUSE III	Irrigation Repairs-ROP Ext Park	4189979		477.39
240-2410-7888	LANDSCAPE WAREHOUSE III	Irrigation Repairs-ROP Ext Park	4190000		35.25
240-2410-7888	LANDSCAPE WAREHOUSE III	Irrigation Parts (Citywide Restock)	4190305		313.20
Vendor 3968 - LANDSCAPE WAREHOUSE III Total:					825.84
Vendor: 1521 - WEST COAST ARBORISTS INC					
240-2410-7662	WEST COAST ARBORISTS INC	Arborist Report	1-9464		923.00
Vendor 1521 - WEST COAST ARBORISTS INC Total:					923.00
Fund 240 - LIGHTING AND LANDSCAPE DISTRICT FUND Total:					3,542.26
Fund: 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)					
Vendor: 5438 - LDM ASSOCIATES INC					
260-2605-7965	LDM ASSOCIATES INC	FY24 CDBG ADA Curb Ramps Installation 9/2023	7981	202413-Professional Svcs-ADA...	292.50
Vendor 5438 - LDM ASSOCIATES INC Total:					292.50
Fund 260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) Total:					292.50
Fund: 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND					
Vendor: 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT					
290-2905-7785	LOS ANGELES COUNTY SHERIF...	Tropical Storm Hilary Patrol 8/19/2023 - 8/20/2023	240688EC		2,564.89
290-2905-7781	LOS ANGELES COUNTY SHERIF...	Sheriff Contract 9/2023	240705EC		11,916.67
Vendor 0056 - LOS ANGELES COUNTY SHERIFF'S DEPARTMENT Total:					14,481.56
Fund 290 - SUPPLEMENTAL LAW ENFORCEMENT FUND Total:					14,481.56
Fund: 320 - AIR QUALITY MANAGEMENT FUND (AQMD)					
Vendor: 6189 - ENTERPRISE FM TRUST					
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 24 Lease/Maint 10/01/2023 - 10/31/2023	FBN4852449		467.13
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 34 Lease/Maint 10/01/2023 - 10/31/2023	FBN4852449		615.05
320-3205-8013	ENTERPRISE FM TRUST	Vehicle 31 Lease/Maint 10/01/2023 - 10/31/2023	FBN4852449		527.38
Vendor 6189 - ENTERPRISE FM TRUST Total:					1,609.56
Fund 320 - AIR QUALITY MANAGEMENT FUND (AQMD) Total:					1,609.56

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Payment Dates: 10/26/2023 - 11/15/2023

Account Number	Vendor Name	Description (Item)	Payable Number	Project Account Key	Amount
Fund: 400 - PARK DEVELOPMENT GRANT FUND					
Vendor: 6432 - BELLFREE CONTRACTORS INC					
400-4005-7965	BELLFREE CONTRACTORS INC	Full Trail Assessment of Fish Canyon Falls Trail	920	202214-Exp-Fish Cyn Trail Res...	2,700.00
Vendor 6432 - BELLFREE CONTRACTORS INC Total:					2,700.00
Vendor: 5454 - MOORE IACOFANO GOLTSMAN INC					
400-4005-8041	MOORE IACOFANO GOLTSMA...	Design Services—Duarte Park Revitalization 9/2023	0083397	202213-Capial Exp-Duarte Par...	9,626.50
Vendor 5454 - MOORE IACOFANO GOLTSMAN INC Total:					9,626.50
Fund 400 - PARK DEVELOPMENT GRANT FUND Total:					12,326.50
Fund: 440 - PROPOSITION A TRANSIT FUND					
Vendor: 3192 - FOOTHILL TRANSIT					
440-4405-8013	FOOTHILL TRANSIT	55th Installment of 3rd Bus 10/2023	SI009817		3,887.05
440-4405-7960	FOOTHILL TRANSIT	Duarte Local Service 9/2023	SI009818		30,970.43
440-5004	FOOTHILL TRANSIT	Duarte Local Service 9/2023	SI009818		-1,617.28
Vendor 3192 - FOOTHILL TRANSIT Total:					33,240.20
Fund 440 - PROPOSITION A TRANSIT FUND Total:					33,240.20
Fund: 460 - PROPOSITION C TRANSIT FUND					
Vendor: 3192 - FOOTHILL TRANSIT					
460-4605-8013	FOOTHILL TRANSIT	55th Installment of 3rd Bus 10/2023	SI009817		3,180.31
460-4605-7960	FOOTHILL TRANSIT	Duarte Local Service 9/2023	SI009818		25,339.45
460-5004	FOOTHILL TRANSIT	Duarte Local Service 9/2023	SI009818		-1,323.22
Vendor 3192 - FOOTHILL TRANSIT Total:					27,196.54
Vendor: 1465 - INLAND EMPIRE STAGES LTD					
460-4605-7788	INLAND EMPIRE STAGES LTD	Oak Glen Excursion Transportsation 10/18/2023	60408		1,409.30
Vendor 1465 - INLAND EMPIRE STAGES LTD Total:					1,409.30
Fund 460 - PROPOSITION C TRANSIT FUND Total:					28,605.84
Fund: 470 - MEASURE R LR TRANSIT FUND					
Vendor: 6024 - RUIZ CONCRETE AND PAVING INC					
470-2127	RUIZ CONCRETE AND PAVING ...	Retention	1-11022023	202410/470-2127-Retention-C..	-1,802.76
470-4705-8060	RUIZ CONCRETE AND PAVING ...	Citywide Concrete Repair Project 10/17/23-11/2/23	1-11022023	202410/4705-8060-Citywide ...	36,055.25
Vendor 6024 - RUIZ CONCRETE AND PAVING INC Total:					34,252.49
Fund 470 - MEASURE R LR TRANSIT FUND Total:					34,252.49
Grand Total:					864,218.60

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	735,867.69
240 - LIGHTING AND LANDSCAPE DISTRICT FUND	3,542.26
260 - COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)	292.50
290 - SUPPLEMENTAL LAW ENFORCEMENT FUND	14,481.56
320 - AIR QUALITY MANAGEMENT FUND (AQMD)	1,609.56
400 - PARK DEVELOPMENT GRANT FUND	12,326.50
440 - PROPOSITION A TRANSIT FUND	33,240.20
460 - PROPOSITION C TRANSIT FUND	28,605.84
470 - MEASURE R LR TRANSIT FUND	34,252.49
Grand Total:	864,218.60

Account Summary

Account Number	Account Name	Payment Amount
100-1005-7640	Travel & Exp - Garcia	257.00
100-1005-7641	Travel & Exp - Martin Del...	75.00
100-1005-7642	Travel & Exp - Finlay	185.00
100-1005-7643	Travel & Exp - Truong	75.00
100-1005-7644	Travel & Exp - Schulz	235.00
100-1005-7648	Travel & Exp - Kang	75.00
100-1005-7650	Travel & Exp - Lewis	-500.00
100-1005-7980	Other Expenses	9.99
100-1010-7610	Travel, Mtgs & Conf	4,024.82
100-1010-7612	Publications and Dues	948.00
100-1010-7614	Office Supplies	61.72
100-1010-7965	Professional Services	27,375.00
100-1010-7980	Other Expenses	871.14
100-1015-7680	City Attorney Legal	12,048.32
100-1015-7682	Labor Counsel Legal	5,109.00
100-1015-7684	Code Enforcement Legal	19,028.76
100-1015-7686	Other Legal Services	1,214.50
100-1020-7710	Chamber Of Commerce	1,600.00
100-1020-7712	Community Information ...	9,160.39
100-1020-7716	Special Community Even...	498.35
100-1020-7720	DCTV	2,255.00
100-1205-7610	Travel, Mtgs & Conf	606.44
100-1205-7612	Publications and Dues	480.00
100-1205-7615	Emergency Supplies	12.00
100-1205-7650	Vehicle Maintenance	209.26
100-1205-7655	Emergency Services	151.20
100-1205-7762	Parking Pass Kiosk Costs	403.86
100-1205-7779	Youth Programs	251.34
100-1205-7780	Animal Control	5,833.33
100-1205-7781	Contract Law Enforceme...	442,977.02
100-1205-7782	Crossing Guard Contract...	6,231.78
100-1205-7783	GAPP Program	26,250.00
100-1205-7787	Public Safety Cntr Lease	13,664.83
100-1205-7980	Other Expenses	318.63
100-1205-8030	Other Equipment	622.45
100-1405-7614	Office Supplies	27.07
100-1405-7800	Building Department Ser...	933.00
100-1405-7965	Professional Services	7,188.80
100-1405-7969	City Engineer	22,964.50
100-1405-7980	Other Expenses	4,052.93
100-1405-8100	Other Capital Improvem...	5,019.79
100-1410-7612	Publications and Dues	528.65
100-1410-7636	Uniforms	284.69
100-1410-7650	Vehicle Maintenance	5,821.35

Account Summary

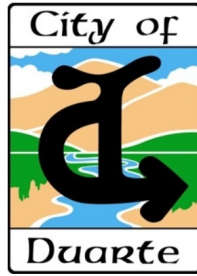
Account Number	Account Name	Payment Amount
100-1410-7656	Emergency Generator	160.00
100-1410-7810	Street Sweeping	122.00
100-1500	Advances	1,500.00
100-1605-7002	Regular Salaries	153.84
100-1605-7610	Travel, Mtgs & Conf	480.00
100-1605-7612	Publications and Dues	89.00
100-1605-7614	Office Supplies	171.56
100-1605-7693	Youth Council	252.42
100-1605-7730	Special Events	3,834.20
100-1605-7733	Senior Center	6,181.37
100-1605-7735	Teen Center	887.91
100-1605-7736	Youth & Adult Recreatio...	785.40
100-1605-7737	Adult Excursions	2,200.00
100-1605-7738	Teen Excursions	1,310.99
100-1605-7739	Publicity	19.99
100-1605-7741	Sports/Playground Progr...	951.24
100-1605-7745	Boxing Program	98.08
100-1605-7750	Bus Rentals	40.40
100-1605-7965	Professional Services	500.00
100-1605-7980	Other Expenses	9,397.55
100-1610-7617	Pool Chemicals	1,342.22
100-1610-7618	Building Supplies	4,767.99
100-1610-7636	Uniforms	61.28
100-1610-7650	Vehicle Maintenance	1,540.70
100-1610-7652	Building Maint Services	6,758.73
100-1610-8100	Other Capital Improvem...	3,944.17
100-1805-7610	Travel, Mtgs & Conf	700.00
100-1805-7612	Publications and Dues	240.00
100-1805-7614	Office Supplies	49.05
100-1805-7653	Bank Charges	105.02
100-1805-7965	Professional Services	4,098.44
100-1810-7611	Training	51.48
100-1810-7614	Office Supplies	249.93
100-1810-7673	Physical Exams	122.00
100-1810-7980	Other Expenses	36.95
100-1815-7632	Software	3,701.74
100-1815-7980	Other Expenses	300.00
100-1825-7613	Duplications And Photos	141.97
100-1825-7674	Retiree Health Insurance	4,091.00
100-1825-7687	Waste Mgmt Services	2,412.50
100-1825-7980	Other Expenses	68.00
100-1830-8100	Vehicle Replacement (C...	10,516.76
100-2026	EE Equipment Deposit	25.00
100-2120	Refundable Deposits	1,200.00
100-2123	Special Event Insurance ...	1,044.00
100-2124	Gazebo Refundable Dep...	50.00
100-2126	Construction and Demoli...	500.00
100-2127	Retention Payable	25,315.14
100-4408	Property Rental	3,849.06
100-4806	Excursion Fees	98.70
100-4816	Senior Recreation Class ...	35.00
100-5004	Other Revenue	-125.00
240-2410-7662	Other Serv-Citywide	1,932.42
240-2410-7888	Repairs-Citywide	825.84
240-2426-7810	Street Sweeping	784.00
260-2605-7965	Professional Services	292.50
290-2905-7781	Contract Law Enforceme...	11,916.67
290-2905-7785	Special Events Patrol	2,564.89

Account Summary

Account Number	Account Name	Payment Amount
320-3205-8013	Vehicles (Capital)	1,609.56
400-4005-7965	Professional Services	2,700.00
400-4005-8041	Park Improvements (Cap...	9,626.50
440-4405-7960	Foothill Transit Operatio...	30,970.43
440-4405-8013	Vehicles (Capital)	3,887.05
440-5004	Other Revenue	-1,617.28
460-4605-7788	Shuttle Services	1,409.30
460-4605-7960	Foothill Tranist Operatio...	25,339.45
460-4605-8013	Vehicles (Capital)	3,180.31
460-5004	Other Revenue	-1,323.22
470-2127	Retention Payable	-1,802.76
470-4705-8060	Sidewalk/Concrete Repai...	36,055.25
Grand Total:		864,218.60

Project Account Summary

Project Account Key	Payment Amount
None	786,528.20
202118-ATP Cycle 4-City Engineer	2,862.50
202213-Capial Exp-Duarte Park Improvements	9,626.50
202214-Exp-Fish Cyn Trail Restoration/Access Plan	2,700.00
202215-Retention-Gate Replacement	12,132.76
202317/1405-8100-Other Cap Improv-Route 66 Art	5,019.79
202410/470-2127-Retention-Citywide Concrete FY24	-1,802.76
202410/4705-8060-Citywide Concrete FY23-24	36,055.25
202413-Professional Svcs-ADA Curb Ramps	292.50
202416-Prof Svcs-Huntington Drive Median Landscape	6,954.80
250004 - Property Rent - Nextel Rent (Otis Gordon)	3,849.06
Grand Total:	864,218.60



ITEM: 7.E

Receive and File the Community Development Department Update

Recommended Action:

It is recommended that the City Council receive and file the Community Development department update.

Attachments:

[7E - Community Development Department Update - November 2023.pdf](#)



COMMUNITY DEVELOPMENT STATUS REPORT November 2023

PROJECT/PROGRAM		STATUS
<u>IN PROCESS</u>		
BP EV Charging Station	An application has been filed for a new style of charging station on the property that is on the northeast corner of Huntington Drive and Bradbourne Avenue. The applicant is moving forward slowly as this is one of the first such facilities in the county and they are making design adjustments. The plan is for several charging spaces and a lounge area for customers that are waiting for their vehicles to charge. This item requires a conditional use permit and is scheduled for final Planning Commission hearing in December. Staff will provide updates as the project progresses.	
Jersey Mikes	Jersey Mikes recently pulled permits for a new store in The Huntington, adjacent to the Dominos space. This will fill up the main commercial space in that mixed use project and leave only the live work space available.	
Safe Routes to Schools Study	Staff is working with SCAG on a Safe Route to Schools Study. KOA, a traffic engineering firm is doing this study for SCAG. This is a grant based study and is being done at no cost to the City. The consultant has started the public outreach and is in the process of holding several meetings at various school sites to generate information. Final plan delivery to Council has been rescheduled to February 2024. This project by SCAG is only to develop a plan. There is no funding included for capital improvements. If the plan is approved, desired capital projects can be added to the CIP.	
Recreation Trail Upgrades	Duarte was awarded a \$1.6 million federal appropriation for accessibility and quality of life upgrades to the Donald and Bernice Watson Recreation Trail. This funding was included in the 2023 Omnibus Appropriations Bill, thanks to Congresswoman Napolitano. We are still waiting to receive the funds as the State manages the process for how funds will be distributed, a process that typically takes several months. In the next few months, Staff is working on finalizing paving details, looking to hire a landscape consultant to coordinate a final bid set for Parks & Recreation Commission and City Council review. Spring 2024 bid and Summer start of construction is the current schedule.	

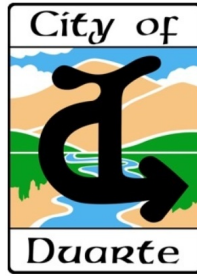
PROJECT/PROGRAM	STATUS
Andres Duarte School	This project is the development of the Andres Duarte School site with a residential development. The School District has selected a developer and is working on the final details of the agreement. The selected team is a partnership of: Adept Development, MW Investments Group and SGV Property Fund. The Andres Duarte school site property (about 13 acres). The preliminary plan, acted on by DUSD, includes 173 units and preserves a portion of Otis Gordon Park. But there is no guarantee to this build out. The property has a general plan and zoning of Public Facilities so any development of the property will require City Council approval. Staff met with the Developer team and explained the City process. This project will require an EIR, so in the coming weeks, that selection process will be progressing. Staff will bring the EIR consultant selection item for Council Action in January or February. As the process progresses, Staff will keep the Council informed.
Esperanza at Duarte Station (1700 Fasana Road)	MBK - completed their 344-unit luxury apartment building; named Esperanza. The building is about 75% leased.
Solana at Duarte Station 1750 Fasana Road	MBK is building Solana, a 292-unit apartment. This building will also be the location of the “Duarte Station” sign that will be an icon, located on the roof of the building. A 2024 completion date is expected.
San Gabriel Valley Regional Housing Trust	Staff is working with the San Gabriel Valley COG and the San Gabriel Valley Regional Housing Trust on a possible subsidized housing development in the City. The idea would be to develop one of the affordable housing sites listed in the most recent Housing Element with first priority being the City-owned property at 2400 Huntington and properties to the east. SCVGOG and SGVRHT have access to funding that assists in generating interest from developers.
Metro Parking Lot	Staff has been working with Metro for the past several years on the development of the Metro parking lot as part of the Duarte Station Specific Plan. The intent is to replace the Metro parking into a parking structure and construct workforce housing along Fasana Road at Highland Avenue. Metro is in the RFP process and that process has recently been extended. The current plan is to have a developer selected by November.
Town Center North	Staff has been meeting with property owners to develop a proposal for a complete center rehabilitation that includes new, upgraded facades, an upgraded parking lot and related improvements. Owners have shown positive interest.

PROJECT/PROGRAM	STATUS
	The Big Lots sale has gone through and Big Lots has closed. Staff is working, mostly with the new owners, to develop options for moving forward. Property owners are cooperating with the City on Code Enforcement issues. The City has hired an Architect and Engineer to develop a detailed concept plan for façade and parking lot upgrades to the center.
Highland Promenade	This project is funded by a Measure M Grant. It is for an expanded right of way along the west side of Highland Ave. that would have a park-like pedestrian walkway. Staff is negotiating with the property owner for the additional right of way. This has been one of the major hold up issues on the project, but recently progress has been made. Staff discussed the right of way issue with Metro for its piece recently and the details will be resolved when the site development moves forward. After agreements for right of way are resolved, the City will need to hire the Engineer to complete working drawings. The projected construction date is Fall 2024; however, the portion adjacent to the Metro parking lot may be constructed with the development on that property.
Evergreen Pedestrian Improvements	This project includes pedestrian sidewalk and lighting along the north side of Evergreen Street and a widening of the sidewalk on the west side of Highland Avenue under the 210 freeway underpass. This project is funded through an ATP cycle 4 grant. The contract may be awarded at the November 14 meeting. Development of the schedule is in process. A 6-8 month construction process is typical.
<u>DEVELOPMENT</u>	
Wyndham Hawthorn Suites Hotel (1230 Huntington Drive)	This is a two-phase project with a total of 178 rooms with 72 in the first phase. The first plan check was returned to the Architect in early May 2022. The second plan check was resubmitted for review in March 2023. Several clarifications and minor revisions were needed. The third plan check has been completed. There are a few minor revisions required but plans are nearing completion. Staff will continue to monitor and encourage progress.
City of Hope General Projects	Working with the City of Hope on various projects in process, such as: Duarte Outpatient Clinic (DOC) is ready for permits. It is an 8 story, 350,000 square foot building- The City of Hope

PROJECT/PROGRAM		STATUS
		parking structure has won a couple of prestigious awards: National Parking Association (NPA) Innovative Sustainability Project of the Year 2022 and the IPMI Award of Excellence -Architectural Design.
Westminster Gardens		Human Good, the owner, plans for a major campus expansion and has recently filed an application. The City hired MIG to assist in the preparation of the specific plan amendment and EIR. The request is for this expansion to accommodate up to 600 total units; this includes assisted living and memory care units, and mixed use. This project will take 12+ months, but Staff has had kick off meetings with the consultant and HumanGood and there is positive progress.
928 Huntington Dr.		The old commercial building, apartments and billboard have been demolished and permits are ready to be issued. A 16 unit apartment development has been approved for the property.
PUBLIC WORKS		
Encanto Park Infiltration Project		In feasibility and early design phase. Initial plan is to locate structure in the park area under the soccer field and permeable paving will be installed in the parking lot area. Now that the JPA has been formed to manage construction and maintenance, the project can move forward. The design is at 60% now and the JPA will be working on developing a budget. When a final budget estimate is completed and the plans are at 90% completion or more, City Staff and the JPA will provide City Council an update and City Staff and the JPA will start public outreach.
Annual Concrete Repair		A contract was awarded at the October 10 meeting to Ruiz Concrete and Paving, Inc. Typically, the annual project is completed in approximately two months.
Annual Pavement Repair		The 2023-2024 project is currently in preliminary design.
Annual Street Project		The 2023-2024 street project is planned for winter/spring 2024. An award of design contract was approved at the September 26 meeting.
Annual Striping and Marking		The 2023-2024 striping and marking project is currently in process throughout the City.
Highland – Duarte Rd. Safety Upgrades		The project includes upgrades that include new flashing arrows and pavement markings. This will increase the safety at the intersection, especially for east bound traffic on Duarte Road. The City received no complete bids. The project will either be

PROJECT/PROGRAM	STATUS
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	rebid or the striping and sign installation will be split up and addressed separately. Details to come soon.
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ITEM: 7.F

Receive and File the Parks and Recreation Department Update

Recommended Action:

It is recommended that the City Council receive and file the Parks and Recreation department update.

Attachments:

[7F - Parks and Recreation Department Update - 11.2023.pdf](#)



PARKS AND RECREATION STATUS REPORT November 2023

PROJECT/PROGRAM		STATUS
<u>PARKS AND TRAILS</u>		
Community Meeting – Duarte Park Revitalization	The Department will be hosting a Community Meeting on Sunday, December 3 at 10 AM in the Duarte Park Building – 1344 Bloomdale Street, to gather feedback and thoughts from residents before the park re-design plans are finalized. We invite residents to join us and provide their feedback related to this potential new City project.	
<u>YOUTH AND SENIOR PROGRAMS</u>		
Turkey Shoot Out Contest	The Teen Center is hosting its annual basketball shoot out contest for turkeys! All Duarte high school students are welcome to visit the Center on November 16 at 3 PM to compete in a 3-point shot competition. Thanks to our event sponsor, the Office of Senator Susan Rubio, all top scorers will be awarded a turkey to take home to their family.	
<u>SPECIAL EVENTS</u>		
Santa’s Duarte Mailbox	Once again, the Department is monitoring Santa’s Mailbox this season. St. Nick’s mailbox will be in City Hall from November 27 – December 14 and accessible during regular City Hall operating hours. Please be sure to include your address and phone number, as all letters will be forwarded to the North Pole and Santa will write back to Duarte residents!	
Holiday Tree Lighting	The City’s Holiday Tree Lighting is back! Join us in the City Hall Courtyard on Thursday, November 30 starting at 6:30 PM for plenty of free holiday cheer, including carolers, gingerbread house making, photos with Santa, and plenty of hot cocoa! Then, at 7:45 PM, watch Santa and the City Council light up the City’s holiday tree, decked with hundreds of lights and ornaments.	
Holiday in the Park	On Sunday, December 10, the Department will host its 3rd Annual Holiday in the Park event at Beardslee Park – 2000 Buena Vista Street, from 4 to 8 PM. In addition to snow play areas and sledding, the event will also feature live holiday entertainment, Santa’s Toy Workshop, photos with Santa, mechanical rides, boutique shopping, and food trucks. The event is free so bring the entire family for our most magical event of the year!	



ITEM: 7.G

Adoption of Resolution No. 23-28 for a Salary Increase Adjusting the Hourly Rate Schedule for Compliance with New Minimum Wage Requirements Effective January 1, 2024

Recommended Action:

It is recommended that the City Council adopt Resolution 23-28 adjusting the hourly rate schedule for compliance with the new minimum wage requirements effective January 1, 2024.

Attachments:

[7G - Reso 23-28 for Minimum Wage Increase.pdf](#)



Agenda Item: 7G
CM Review: SCV
Fiscal Review: JP

AGENDA REPORT

MEETING DATE: November 14, 2023

TO: Mayor and Members of the City Council

FROM: Kristen Petersen, Assistant City Manager/Admin. Serv. Director

BY: Michelle Brown, Human Resources Specialist

SUBJECT: Salary Increase Adjusting the Hourly Rate Schedule for Compliance with New Minimum Wage Requirements effective January 1, 2024

RECOMMENDATION: It is recommended that the City Council approve Resolution No. 23-28 adjusting the hourly rate schedule for compliance with the new minimum wage requirements as shown on the attached Citywide Salary and Pay Schedule that is attached as Exhibit A

FISCAL IMPACT: The fiscal impact is estimated to be approximately \$13,000 and will be included in the Mid year budget adjustments in February 2024.

BACKGROUND

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

On July 31, 2023, the Director of the Department of Finance for the State of California Department of Industrial Relations certified that based on the annual inflation rate from 7/1/2022-6/30/2023 the state hourly minimum wage must be increased to \$16.00 an hour, effective January 1, 2024

DISCUSSION/ANALYSIS

As part of the progression of wage hikes, as of January 1, 2024, the minimum wage will increase to \$16.00 per hour. Thus, eleven of the City's existing part time positions (Aerobics Instructor, Assistant Boxing Trainer, Boxing Trainer, College Intern, Computer Lab Technician, Lifeguard, Lifeguard/Instructor, Pool Manager, Recreation Leader, Recreation Specialist, and Trail Maintenance Crew) needed salary adjustments. All part time salaries were surveyed by staff and adjusted as needed to meet minimum wage regulations and also remain competitive in the surrounding job market.

Attached please find Resolution No. 23-28 adjusting the hourly rate schedule for nine part time

positions on the City-Wide Salary and Pay Schedule. The new schedule would go into effect on January 1, 2024.

RECOMMENDATION

It is recommended that the City Council approve the attached Resolution No. 23-28, adjusting the hourly rate schedule for compliance with the new minimum wage requirements as shown on the attached City-Wide Salary and Pay Schedule that is attached as Exhibit A.

FISCAL IMPACT

The fiscal impact is estimated to be approximately \$13,000 and will be included in the Mid year budget adjustments in February 2024.

ATTACHMENTS

Resolution No. 23-28 and Exhibit A – Salary Schedule Effective January 1, 2024.

RESOLUTION NO. 23-28

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

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

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

Section 2. On July 31, 2023, the Director of the Department of Finance for the State of California Department of Industrial Relations certified that based on the annual inflation rate from 7/1/2022-6/30/2023, under Labor Code section 1182.12(c)(3)(A), the state hourly minimum wage must be increased, effective January 1, 2024, to \$16.00 an hour. Thus, eleven of the City's existing part time positions (Aerobics Instructor, Assistant Boxing Trainer, Boxing Trainer, College Intern, Computer Lab Technician, Lifeguard, Lifeguard/Instructor, Pool Manager, Recreation Leader, Recreation Specialist, and Trail Maintenance Crew) wage ranges and steps are hereby adjusted on the attached Citywide Salary and Pay Schedule as Exhibit A.

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

Section 4. This resolution will become effective January 1, 2024. 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 14th day of November 2023.

Jody Schulz
Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, California, do hereby certify that the foregoing Resolution Number 23-28 was duly passed, approved, and adopted by the City Council of the City of Duarte at a regular meeting thereof, held on the 14th day of November, 2023, by the following vote of the Council:

AYES:
 NOES:
 ABSTAIN:
 ABSENT:

Annette Juarez
City Clerk

CITY OF DUARTE CITY-WIDE SALARY AND PAY SCHEDULE

Effective January 1, 2024 unless otherwise stated

POSITION	Hourly	Monthly	Annually
City Councilmember		\$ 550.00	\$ 6,600
City Manager	\$ 107.14	\$ 18,571	\$ 222,852

DEPARTMENT HEAD / DIVISION MANAGER - UNREPRESENTED

	Step A		Step B		Step C		Step D		Step E		Step F		Step G	
POSITION	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Assistant City Manager	\$ 81.25	\$ 14,084	\$ 84.15	\$ 14,586	\$ 87.04	\$ 15,088	\$ 89.92	\$ 15,586	\$ 92.79	\$ 16,083	\$ 95.68	\$ 16,584	\$ 98.56	\$ 17,083
Human Resources Manager	\$ 43.77	\$ 7,587	\$ 45.42	\$ 7,872	\$ 47.05	\$ 8,156	\$ 48.67	\$ 8,437	\$ 50.32	\$ 8,722	\$ 51.94	\$ 9,003	\$ 53.59	\$ 9,288

MANAGEMENT & PROFESSIONAL EMPLOYEES - SEIU LOCAL 721

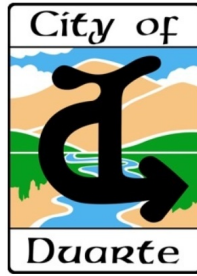
	Step A		Step B		Step C		Step D		Step E		Step F		Step G	
POSITION	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Assistant Civil Engineer	\$ 39.57	\$ 6,859	\$ 40.84	\$ 7,079	\$ 42.08	\$ 7,295	\$ 43.34	\$ 7,513	\$ 44.59	\$ 7,729	\$ 45.86	\$ 7,949	\$ 47.11	\$ 8,166
Assistant to the City Manager	\$ 52.19	\$ 9,046	\$ 53.72	\$ 9,311	\$ 55.24	\$ 9,575	\$ 56.78	\$ 9,841	\$ 58.31	\$ 10,107	\$ 59.85	\$ 10,374	\$ 61.40	\$ 10,643
Associate Civil Engineer (Y)	\$ 44.35	\$ 7,687	\$ 45.97	\$ 7,969	\$ 47.59	\$ 8,250	\$ 49.23	\$ 8,533	\$ 50.84	\$ 8,812	\$ 52.48	\$ 9,096	\$ 54.10	\$ 9,378
Associate Planner	\$ 41.34	\$ 7,165	\$ 42.73	\$ 7,406	\$ 44.13	\$ 7,649	\$ 45.54	\$ 7,893	\$ 46.94	\$ 8,136	\$ 48.35	\$ 8,380	\$ 49.76	\$ 8,626
City Clerk	\$ 49.63	\$ 8,602	\$ 51.07	\$ 8,852	\$ 52.50	\$ 9,100	\$ 53.95	\$ 9,351	\$ 55.37	\$ 9,597	\$ 56.82	\$ 9,849	\$ 58.27	\$ 10,099
Deputy City Manager	\$ 57.40	\$ 9,950	\$ 59.10	\$ 10,244	\$ 60.77	\$ 10,533	\$ 62.46	\$ 10,827	\$ 64.14	\$ 11,118	\$ 65.84	\$ 11,413	\$ 67.54	\$ 11,707
Director of Community Development	\$ 73.88	\$ 12,805	\$ 76.74	\$ 13,301	\$ 79.58	\$ 13,794	\$ 82.44	\$ 14,290	\$ 85.30	\$ 14,785	\$ 88.14	\$ 15,278	\$ 91.00	\$ 15,774
Director of Parks & Recreation	\$ 70.02	\$ 12,136	\$ 72.29	\$ 12,531	\$ 74.57	\$ 12,925	\$ 76.85	\$ 13,320	\$ 79.12	\$ 13,715	\$ 81.40	\$ 14,109	\$ 83.68	\$ 14,504
Director of Public Safety Services	\$ 70.02	\$ 12,136	\$ 72.29	\$ 12,531	\$ 74.57	\$ 12,925	\$ 76.85	\$ 13,320	\$ 79.12	\$ 13,715	\$ 81.40	\$ 14,109	\$ 83.68	\$ 14,504
Facilities Maintenance Supervisor	\$ 36.90	\$ 6,396	\$ 38.31	\$ 6,641	\$ 39.74	\$ 6,888	\$ 41.15	\$ 7,132	\$ 42.56	\$ 7,377	\$ 43.98	\$ 7,624	\$ 45.39	\$ 7,868
Field Services Manager	\$ 55.03	\$ 9,539	\$ 56.91	\$ 9,864	\$ 58.77	\$ 10,187	\$ 60.65	\$ 10,512	\$ 62.51	\$ 10,834	\$ 64.38	\$ 11,160	\$ 66.26	\$ 11,486
Financial Services Manager	\$ 52.75	\$ 9,143	\$ 54.38	\$ 9,426	\$ 56.06	\$ 9,717	\$ 57.80	\$ 10,018	\$ 59.58	\$ 10,328	\$ 61.43	\$ 10,647	\$ 63.32	\$ 10,976
Planning Manager	\$ 58.97	\$ 10,221	\$ 60.84	\$ 10,546	\$ 62.71	\$ 10,870	\$ 64.59	\$ 11,195	\$ 66.47	\$ 11,521	\$ 68.34	\$ 11,845	\$ 70.21	\$ 12,170
Public Safety Manager	\$ 58.97	\$ 10,221	\$ 60.84	\$ 10,546	\$ 62.71	\$ 10,870	\$ 64.59	\$ 11,195	\$ 66.47	\$ 11,521	\$ 68.34	\$ 11,845	\$ 70.21	\$ 12,170
Public Works Manager	\$ 55.70	\$ 9,654	\$ 57.45	\$ 9,958	\$ 59.20	\$ 10,261	\$ 60.97	\$ 10,568	\$ 62.72	\$ 10,871	\$ 64.48	\$ 11,177	\$ 66.25	\$ 11,483
Recreation Superintendent	\$ 48.92	\$ 8,479	\$ 50.64	\$ 8,778	\$ 52.36	\$ 9,076	\$ 54.08	\$ 9,375	\$ 55.81	\$ 9,673	\$ 57.54	\$ 9,973	\$ 59.27	\$ 10,273
Recreation Supervisor	\$ 36.90	\$ 6,396	\$ 38.31	\$ 6,641	\$ 39.74	\$ 6,888	\$ 41.15	\$ 7,132	\$ 42.57	\$ 7,379	\$ 43.98	\$ 7,624	\$ 45.40	\$ 7,869
Senior Planner	\$ 51.56	\$ 8,937	\$ 53.19	\$ 9,219	\$ 54.82	\$ 9,502	\$ 56.46	\$ 9,786	\$ 58.08	\$ 10,067	\$ 59.71	\$ 10,350	\$ 61.35	\$ 10,633
Transportation Supervisor	\$ 40.21	\$ 6,970	\$ 41.80	\$ 7,246	\$ 43.42	\$ 7,527	\$ 45.02	\$ 7,804	\$ 46.63	\$ 8,082	\$ 48.25	\$ 8,363	\$ 49.85	\$ 8,641

GENERAL EMPLOYEES - SEIU LOCAL 721

POSITION	Step A		Step B		Step C		Step D		Step E		Step F		Step G	
	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly	Hourly	Monthly
Accountant	\$ 34.92	\$ 6,052	\$ 36.00	\$ 6,240	\$ 37.11	\$ 6,433	\$ 38.26	\$ 6,631	\$ 39.45	\$ 6,837	\$ 40.66	\$ 7,049	\$ 41.92	\$ 7,266
Accounting Specialist (Y)	\$ 28.92	\$ 5,014	\$ 29.91	\$ 5,184	\$ 30.91	\$ 5,357	\$ 31.90	\$ 5,530	\$ 32.89	\$ 5,701	\$ 33.89	\$ 5,874	\$ 34.87	\$ 6,044
Administrative Secretary	\$ 27.32	\$ 4,736	\$ 28.37	\$ 4,918	\$ 29.42	\$ 5,100	\$ 30.47	\$ 5,282	\$ 31.52	\$ 5,464	\$ 32.56	\$ 5,644	\$ 33.61	\$ 5,826
Assistant Planner	\$ 32.90	\$ 5,703	\$ 34.18	\$ 5,924	\$ 35.47	\$ 6,148	\$ 36.76	\$ 6,372	\$ 38.04	\$ 6,593	\$ 39.32	\$ 6,815	\$ 40.61	\$ 7,038
Building Permit Technician	\$ 27.32	\$ 4,736	\$ 28.37	\$ 4,918	\$ 29.42	\$ 5,100	\$ 30.47	\$ 5,282	\$ 31.52	\$ 5,464	\$ 32.56	\$ 5,644	\$ 33.61	\$ 5,826
Civil Engineering Technician	\$ 29.61	\$ 5,133	\$ 30.85	\$ 5,348	\$ 32.09	\$ 5,563	\$ 33.32	\$ 5,775	\$ 34.57	\$ 5,992	\$ 35.81	\$ 6,207	\$ 37.05	\$ 6,422
Clerk/Typist Receptionist	\$ 22.53	\$ 3,905	\$ 23.35	\$ 4,048	\$ 24.16	\$ 4,188	\$ 24.97	\$ 4,328	\$ 25.79	\$ 4,471	\$ 26.61	\$ 4,613	\$ 27.45	\$ 4,758
Code Compliance / Animal Control Officer (Y)	\$ 30.75	\$ 5,330	\$ 32.04	\$ 5,553	\$ 33.31	\$ 5,774	\$ 34.60	\$ 5,998	\$ 35.88	\$ 6,219	\$ 37.17	\$ 6,443	\$ 38.45	\$ 6,664
Community Development Technician	\$ 26.97	\$ 4,675	\$ 27.94	\$ 4,843	\$ 28.90	\$ 5,009	\$ 29.87	\$ 5,178	\$ 30.83	\$ 5,344	\$ 31.80	\$ 5,512	\$ 32.76	\$ 5,678
Crime Prevention Specialist	\$ 33.15	\$ 5,747	\$ 34.37	\$ 5,957	\$ 35.62	\$ 6,174	\$ 36.90	\$ 6,396	\$ 38.16	\$ 6,615	\$ 39.44	\$ 6,837	\$ 40.71	\$ 7,056
Custodian	\$ 22.63	\$ 3,923	\$ 23.49	\$ 4,072	\$ 24.35	\$ 4,221	\$ 25.24	\$ 4,374	\$ 26.10	\$ 4,523	\$ 26.98	\$ 4,677	\$ 27.84	\$ 4,826
Deputy City Clerk	\$ 27.32	\$ 4,736	\$ 28.37	\$ 4,918	\$ 29.42	\$ 5,100	\$ 30.47	\$ 5,282	\$ 31.52	\$ 5,464	\$ 32.56	\$ 5,644	\$ 33.61	\$ 5,826
Field Services Supervisor	\$ 35.44	\$ 6,144	\$ 37.20	\$ 6,448	\$ 38.97	\$ 6,755	\$ 40.74	\$ 7,062	\$ 42.52	\$ 7,369	\$ 44.30	\$ 7,679	\$ 46.07	\$ 7,985
Human Resources Specialist (Y)	\$ 29.96	\$ 5,193	\$ 31.21	\$ 5,410	\$ 32.46	\$ 5,627	\$ 33.72	\$ 5,844	\$ 34.96	\$ 6,059	\$ 36.21	\$ 6,276	\$ 37.46	\$ 6,493
Maintenance Technician	\$ 23.15	\$ 4,013	\$ 24.12	\$ 4,181	\$ 25.08	\$ 4,347	\$ 26.05	\$ 4,515	\$ 27.01	\$ 4,681	\$ 27.98	\$ 4,849	\$ 28.94	\$ 5,015
Management Aide	\$ 30.06	\$ 5,211	\$ 30.99	\$ 5,372	\$ 31.95	\$ 5,538	\$ 32.94	\$ 5,709	\$ 33.96	\$ 5,887	\$ 35.01	\$ 6,068	\$ 36.09	\$ 6,256
Management Analyst - City Manager's Office	\$ 33.10	\$ 5,737	\$ 34.47	\$ 5,976	\$ 35.91	\$ 6,225	\$ 37.41	\$ 6,484	\$ 38.97	\$ 6,755	\$ 40.59	\$ 7,036	\$ 42.28	\$ 7,329
Outreach Coordinator - Public Safety	\$ 26.73	\$ 4,633	\$ 27.74	\$ 4,808	\$ 28.75	\$ 4,984	\$ 29.76	\$ 5,159	\$ 30.79	\$ 5,337	\$ 31.80	\$ 5,512	\$ 32.83	\$ 5,690
Recreation Coordinator	\$ 26.73	\$ 4,633	\$ 27.74	\$ 4,808	\$ 28.75	\$ 4,984	\$ 29.76	\$ 5,159	\$ 30.79	\$ 5,337	\$ 31.80	\$ 5,512	\$ 32.83	\$ 5,690
Senior Code Compliance / Animal Control Officer (Y)	\$ 33.48	\$ 5,804	\$ 34.87	\$ 6,044	\$ 36.26	\$ 6,284	\$ 37.65	\$ 6,527	\$ 39.07	\$ 6,771	\$ 40.46	\$ 7,014	\$ 41.85	\$ 7,254
Senior Custodian	\$ 27.46	\$ 4,760	\$ 28.52	\$ 4,944	\$ 29.59	\$ 5,129	\$ 30.65	\$ 5,313	\$ 31.73	\$ 5,499	\$ 32.79	\$ 5,683	\$ 33.86	\$ 5,870
Senior Maintenance Technician	\$ 27.16	\$ 4,708	\$ 28.20	\$ 4,887	\$ 29.23	\$ 5,067	\$ 30.27	\$ 5,247	\$ 31.32	\$ 5,429	\$ 32.37	\$ 5,611	\$ 33.40	\$ 5,788

PART-TIME HOURLY EMPLOYEES

POSITION	Hourly Pay Rate						
	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Aerobics Instructor	\$ 16.00	\$ 16.40	\$ 17.82	\$ 19.73	\$ 21.66	\$ 23.58	\$ 25.47
Animal Control Officer	\$ 22.13	\$ 22.99	\$ 23.85	\$ 24.71	\$ 25.57	\$ 26.43	\$ 27.29
Assistant Boxing Trainer	\$ 16.00	\$ 16.51	\$ 17.04	\$ 17.59	\$ 18.15	\$ 18.73	\$ 19.33
Boxing Trainer	\$ 21.81	\$ 22.51	\$ 23.23	\$ 23.97	\$ 24.74	\$ 25.53	\$ 26.35
Certified Aerobics Instructor	\$ 25.03	\$ 26.28	\$ 27.76	\$ 29.24	\$ 30.72	\$ 32.21	\$ 33.69
College Intern	\$ 16.00	\$ 16.30	\$ 16.86	\$ 18.49	\$ 20.30	\$ 22.28	\$ 24.45
Community Services Officer	\$ 22.13	\$ 22.99	\$ 23.85	\$ 24.71	\$ 25.57	\$ 26.43	\$ 27.29
Computer Lab Technician	\$ 16.00	\$ 16.10	\$ 16.25	\$ 16.49	\$ 16.93	\$ 17.36	\$ 17.80
Custodian	\$ 18.17	\$ 18.88	\$ 19.57	\$ 20.27	\$ 20.97	\$ 21.67	\$ 22.36
Dance Instructor	\$50.00						
Lifeguard	\$ 16.50	\$ 16.83	\$ 17.17	\$ 17.51	\$ 17.86	\$ 18.22	\$ 18.58
Lifeguard/Instructor	\$ 17.80	\$ 18.33	\$ 18.88	\$ 19.45	\$ 20.03	\$ 20.64	\$ 21.25
Pool Manager	\$ 20.11	\$ 20.71	\$ 21.33	\$ 21.97	\$ 22.63	\$ 23.31	\$ 24.01
Recreation Leader	\$ 16.00	\$ 16.51	\$ 17.04	\$ 17.58	\$ 18.14	\$ 18.72	\$ 19.32
Recreation Specialist	\$ 18.00	\$ 18.53	\$ 19.07	\$ 19.62	\$ 20.20	\$ 20.79	\$ 21.40
Senior Custodian	\$ 26.40	\$ 27.42	\$ 28.44	\$ 29.46	\$ 30.49	\$ 31.51	\$ 32.55
Trail Maintenance Crew	\$ 16.00	\$ 16.96	\$ 17.37	\$ 19.11	\$ 21.02	\$ 23.13	\$ 25.44



ITEM: 7.H

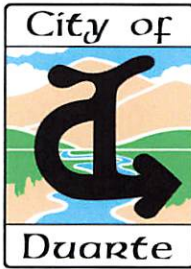
Second Reading and Adoption of Ordinance No. 920 to Increase City Council Salaries

Recommended Action:

It is recommended that the City Council adopt by second reading Ordinance No. 920 to increase City Council salaries beginning December 10, 2024, pursuant to Government Code section 36516.

Attachments:

[7H - Ordinance No. 920 for Council Salary Increase.pdf](#)



AGENDA REPORT

MEETING DATE: November 14, 2023

TO: Mayor and Members of the City Council

FROM: Thai Viet Phan, City Attorney

SUBJECT: City Council Salary Adjustment

RECOMMENDATION: It is recommended that City Council adopt by second reading Ordinance No. 920 to increase City Council salaries beginning December 10, 2024, pursuant to Government Code section 36516.

FISCAL IMPACT: An increase of \$445.50 per month for each Councilmember would go into effect in December 2024, so increases can be accounted for when approving the 2024-2025 Fiscal Year Budget.

BACKGROUND

California Government Code section 36516 provides that a City Council may establish their salary by ordinance, with a maximum initial salary determined by the City of Duarte's ("City") population. As a general law city, not a charter city, the City is limited to specific salary increases. City Council salaries may be increased by an ordinance amendment up to an amount equal to five percent (5%) for each calendar year from the last salary adjustment, without compounding. The City Council previously approved a first reading of an ordinance allowing for a salary adjustment equal to five percent (5%) per year for 18 years. At the ordinance's second reading, the City Council decided that a four-and-a-half percent (4.5%) per year for 18 years was more appropriate.

At its meeting on October 24, 2023, the City Council conducted a public hearing and first reading of this Ordinance. If adopted by the City Council, Ordinance No. 920 will go into effect in thirty (30) days, however actual increases would not go into effect until December 10, 2024.

DISCUSSION

The current City Council salary is \$550 per month pursuant to the most recent salary adjustment in Ordinance No. 05-O-05 which took effect November 2005.

As mentioned above, the City Council's salaries may be increased up to an amount equal to five percent (5%) for each calendar year from the last salary adjustment. Thus, the maximum increase permitted by law is a total of 90% (18 years at 5% per year), non-compounded. This maximum amount would be an increase of \$495 per month for each Councilmember. City staff previously recommended that the City Council adopt the proposed Ordinance No. 920, which would result in the following new salary of \$1,045 per Councilmember.

However, at the October 9, 2023, City Council meeting when the second reading of the salary ordinance was to take place, the City Council determined that a four-and-a-half percent (4.5%) increase per year for 18 years was more appropriate. Thus, this Ordinance No. 920 has been updated to reflect the increase at four-and-a-half percent (4.5%) per year for 18 years, totaling \$995.50. This ordinance is now set for a new second reading.

Pursuant to Government Code section 36516.5, a change in salary does not apply to an elected official during their term in office. However, the salary of all members of a city council serving staggered terms can be adjusted by virtue of the beginning of a new term of office for a single member. Therefore, any approved salary increase will not take effect until after the November 2024 election, but will apply to all members of the City Council. If approved, these increases would take effect on December 10, 2024, when a new term for Councilmembers representing Districts 2, 3, and 7 begins.

RECOMMENDATION

It is recommended that City Council adopt by second reading Ordinance No. 920 to increase City Council salaries beginning December 10, 2024, pursuant to Government Code section 36516.

FISCAL IMPACT

An increase of \$445.50 per month for each Councilmember would go into effect in December 2024, so increases can be accounted for when approving the 2024-2025 Fiscal Year Budget.

ATTACHMENTS

Ordinance No. 920: An Ordinance of the City Council of the City of Duarte, California to Increase City Council Salaries Beginning December 10, 2024, Pursuant to Government Code Section 36516.

ORDINANCE NO. 920

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, TO INCREASE CITY COUNCIL SALARIES BEGINNING DECEMBER 10, 2024, PURSUANT TO GOVERNMENT CODE SECTION 36516.

WHEREAS, Pursuant to California Government Code section 36516, the salary paid to each member of the City Council is currently \$550 per month as set by Ordinance 05-O-05 in 2005; and

WHEREAS, California Government Code section 36516 allows Councilmember salaries to be increased by no more than five percent (5%) for each calendar year since the last increase became operative; and

WHEREAS, the City Council last increased its salary by ordinance in 2005, 18 years ago; and

WHEREAS, thus, State law permits a maximum pay increase of ninety percent (90%); and

WHEREAS, the pay increase being adopted at this time equals 81%.

NOW, THEREFORE, the City Council of the City of Duarte hereby ordains as follows:

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

SECTION 2. Pursuant to California Government Code section 36516, the salary paid to each member of the City Council shall be \$995.50 per month.

SECTION 3. All ordinances, resolutions, or parts thereof in conflict with this Ordinance are hereby repealed.

SECTION 4. If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, then such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Duarte hereby declares the Council would have adopted this Ordinance, and each section, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that anyone or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared unconstitutional, invalid, or ineffective.

SECTION 5. Pursuant to the provisions of Government Code section 36516.5, the new salary set by this Ordinance shall not take effect as to all members of the City Council until one or more members begins a new term of office following the 2024 General Municipal Election which new term is scheduled to commence on and as of December 10, 2024.

SECTION 6. The Mayor shall sign this ordinance and the City Clerk shall attest and certify to the passage and adoption of this Ordinance and cause this Ordinance to be published using the alternative summary and posting procedure authorized under Government Code section 36933.

SECTION 7. This Ordinance shall take effect thirty (30) days following its adoption.

This Ordinance was introduced for first reading on October 24, 2023, and **PASSED, APPROVED, AND ADOPTED** this 14th day of November 2023.

[Signatures on following page.]

Jody Schulz, Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, County of Los Angeles, State of California, hereby attest to the above signature and certify that Ordinance No. 920 was adopted by the City Council of said City of Duarte at a regular meeting of said City Council held on the 14th day of November 2023, by the following vote:

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

Annette Juarez
City Clerk



ITEM: 7.I

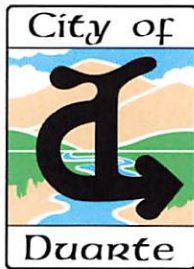
Adoption of Resolution No. 23-30 to Accept Grant Funds from Tobacco Law Enforcement Grant Program

Recommended Action:

It is recommended that the City Council adopt Resolution No. 23-30 to accept grant funds totaling \$295,178 over a 36 month period, which are administered by the California Department of Justice (DOJ), Office of the Attorney General through Proposition 56 and authorize fiscal year 2023-24 budget amendments of \$31,500 in 1205-7030, \$9,000 in 1205-7781 and \$15,000 in 1015-7684 to allow the expenditure of these grant funds to begin immediately.

Attachments:

[7I - Reso 23-30 for Tobacco Law Enforcement Grant.pdf](#)



AGENDA REPORT

MEETING DATE: November 14, 2023

TO: Mayor and Members of the City Council

FROM: Larry Breceda, Director of Public Safety

BY: Aida Torres, Crime Prevention Specialist

SUBJECT: Tobacco Law Enforcement Grant Program

RECOMMENDATION: Staff recommends that the City Council approve a resolution to accept grant funds totaling \$295,178 over a 36-month period, which are administered by the California Department of Justice (DOJ), Office of the Attorney General through Prop 56 and authorize fiscal year 2023-24 budget amendments of \$31,500 in 1205-7030, \$9,000 in 1205-7781 and \$15,000 in 1015-7684 to allow the expenditure of these grant funds to begin immediately.

FISCAL IMPACT: All funds will be reimbursed to the City quarterly. This is not a matching grant.

BACKGROUND

Commencing in 2018, the Public Safety Department forged a collaborative partnership with the Tobacco Enforcement Education Grant Programs, successfully securing three grants amounting to a total of \$705,133. These grants were specifically earmarked to bolster evidence-based youth prevention and intervention initiatives while enforcing stringent measures to counteract the illegal sale and promotion of tobacco products to minors and youth. Our mission continues to be in harmony with the objectives set forth by the California Department of Justice, with a current emphasis on the pivotal aspects of retail enforcement and education to substantially reduce the accessibility of tobacco products to minors and youth.

From 2018 to 2023, the funding received empowered Duarte to carry out precision-targeted enforcement measures and educational outreach programs directed at local retailers, encompassing both State and Duarte-specific tobacco ordinances. The present grant of \$295,178 will continue to bolster the City's ongoing initiatives. This funding will be allocated towards a range of tobacco retailer enforcement activities, encompassing inspections, operations employing minor decoys, flavored tobacco regulation endeavors, and retailer education and diversion programs. This grant further fortifies our commitment to reducing the illicit sale of tobacco products to minors, thereby safeguarding the well-being and future of our youth.

DISCUSSION/ANALYSIS

The California Attorney General, Rob Bonta, representing the California Department of Justice (DOJ), has allocated over \$21 million from the Fiscal Year 2023-2024 Proposition 56 Tobacco

Grant Program to support Duarte and 36 other local government agencies, law enforcement agencies, public health departments, cities, and school districts in their collective endeavors to combat unlawful tobacco sales. Duarte's proposal for the current year has been granted \$295,178 to further dedicate programs aimed at preventing the illegal sale and marketing of tobacco products to minors and youth.

RECOMMENDATION

Staff recommends that the City Council approve a resolution to accept grant funds totaling \$295,178 over a 36 month period, which are administered by the California Department of Justice (DOJ), Office of the Attorney General through Prop 56 and authorize fiscal year 2023-24 budget amendments of \$31,500 in 1205-7030, \$9,000 in 1205-7781 and \$15,000 in 1015-7684 to allow the expenditure of these grant funds to begin immediately.

FISCAL IMPACT

All funds will be reimbursed to the City quarterly. This is not a matching grant.

ATTACHMENT

- A. Resolution No. 23-30

RESOLUTION NO. 23-30

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE
ACCEPTING GRANT FUNDS IN THE AMOUNT \$295,178 FROM THE
STATE OF CALIFORNIA DEPARTMENT OF JUSTICE, OFFICE OF
ATTORNEY GENERAL, THE TOBACCO LAW ENFORCEMENT
GRANT PROGRAM, AND AUTHORIZING THE PROFESSIONAL
SERVICES AGREEMENT WITH FUNDING DURING FISCAL YEARS
23-24, 24-25, 25-26, and 26-27**

WHEREAS, the City of Duarte is interested in participating in the Tobacco Law Enforcement Grant Program, which is made available through The California Healthcare, Research and Prevention Tobacco Tax Act of 2016 (Prop.56) and administered by the California Department of Justice (DOJ) to support local efforts to reduce the illegal sale of tobacco products to minors in the City; and

WHEREAS, the City of Duarte will contract to work in a collaboration with Los Angeles County Sheriff's; and

WHEREAS, the City of Duarte will utilize grant funds for overtime costs related to tobacco enforcement operations, local retailer inspection; and

WHEREAS, that the City Manager or a designated representative is hereby authorized, on behalf of the City of Duarte, to sign the Grant Agreement with the DOJ, including any amendments thereof; and

WHEREAS, that the City Manager or a designated representative is hereby authorized, on behalf of the City of Duarte, to execute a 36 month Professional Service Agreement between the City and DOJ.

NOW, THEREFORE, BE IT RESOLVED that the City of Duarte will accept grant funds not to exceed the amount of \$295,178 and shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED, that the City of Duarte agrees to submit a completed Grant Award Memorandum of Understanding and abide by the terms and conditions of the Grant Agreement as set forth by the State of California DOJ.

PASSED, APPROVED, AND ADOPTED this 14th day of November 2023.

Jody Schulz
Mayor

Thai Viet Phan
City Attorney

Annette Juarez
City Clerk

I, Annette Juarez, City Clerk of the City of Duarte, California, do hereby certify that the foregoing Resolution Number 23-30 was duly passed, approved, and adopted by the City Council of the City of Duarte at a regular meeting thereof, held on the 14th day of November, 2023, by the following vote of the Council:

ABSENT:

68



ITEM: 9.A

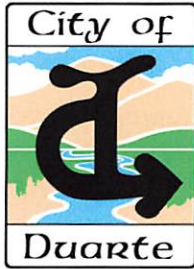
Consideration of General Plan Amendment (GPA) 23-01: A City-initiated request to formally adopt the 2020 Hazard Mitigation Plan into the Safety Element of the General Plan

Recommended Action:

It is recommended that the the City Council 1) conduct a public hearing to receive public testimony and 2) adopt Resolution No. 23-29 approving General Plan Amendment 23-01 and adopting the local hazard mitigation plan into the Safety Element of the City of Duarte General Plan.

Attachments:

[9A - General Plan Amendment 23-01.pdf](#)



AGENDA REPORT

MEETING DATE: November 14, 2023

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Scott Nash, Associate Planner

SUBJECT: General Plan Amendment (GPA) 23-01: A City-initiated request to formally adopt the 2020 Hazard Mitigation Plan into the Safety Element of the General Plan

RECOMMENDATION: It is recommended that the City Council 1) conduct a public hearing to receive public testimony and 2) adopt Resolution 23-29 approving General Plan Amendment 23-01 and adopting the local hazard mitigation plan into the Safety Element of the City of Duarte General Plan

FISCAL IMPACT: Non-compliance with AB2140 limits the City's ability to obtain additional state funding for certain disaster recovery projects. Compliance (accomplished through this resolution) allows the state share to exceed 75 percent of total state eligible costs.

BACKGROUND

In accordance with the Federal Disaster Mitigation Act of 2000, City staff prepared and adopted City of Duarte's 2020 Local Hazard Mitigation Plan (LHMP) in 2020 through City Council resolution 20-15. The Federal Emergency Management Agency (FEMA) found the LHMP to be in full compliance with Federal regulations, and the City's LHMP was approved. In January 2022, the City Council adopted Resolution 22-03 which amended the Safety Element of the General Plan in order to ensure consistency with: the Housing Element Update for the 2021-2029 planning period, the City's updated LHMP, and various State Senate and Assembly bills, including AB 2140, which allows the city to receive emergency state funding. However, upon further review by the State, it has been brought to staff's attention that Resolution 22-03 did not include a few details and references related to the LHMP. In order to fully comply with optional Assembly Bill 2140, and in order to qualify for certain state emergency funding, this General Plan Amendment proposes to revise the General Plan Safety Element to include language specific to the LHMP and to direct the reader to the location of the LHMP on the City website.

The creation and adoption of a Local Hazard Mitigation Plan (LHMP) is required by the Federal Mitigation Act of 2000 every five years and is in an effort for local governments to identify natural disaster risks and develop long-term strategies for protecting people and property from such risks. The process of creating the 2020 Hazard Mitigation Plan was though a collaboration between

Emergency Planning Consultants and a City Hazard Mitigation Team made up of representatives from the Public Safety Department, Field Services, and the Planning Division. During this process, the Planning Division invited members of the public and other local stakeholders to provide comments which could help guide the Hazard Mitigation Plan process. The plan was a result of a process involving city departments, local agencies, businesses, landowners, developers, and citizens, and reflects local values and concerns.

In May of 2020 the Duarte City Council approved Resolution No. 20-15 adopting the 2020 Hazard Mitigation Plan in accordance with the Federal Disaster Mitigation Act of 2000. Upon review by the Federal Emergency Management Agency (FEMA), FEMA found the plan to be in full compliance, approved the plan, and confirmed City of Duarte's continued eligibility for project grants under FEMA's Hazard Mitigation Assistance programs. In this regard, the city has been, and still is, in full federal compliance.

In January of 2022, this same Hazard Mitigation plan was later part of an update package to the Safety Element of the General Plan which was approved in Resolution 22-03. This package included many new policies, new maps/diagrams, new information, and was heavily influenced by the findings of the 2020 LHMP. Additionally, a new chapter was added on what the LHMP is, how it was developed, and how it is used. The primary purpose of this safety element update was to implement findings of this LHMP and comply with AB2140, an optional state assembly bill passed in 2006 through the California Disaster Assistance Act, which allows cities to be eligible for emergency funding from the state if the city adopts their approved LHMP into the Safety element of their General Plan.

DISCUSSION/ANALYSIS

During a recent review by California Office of Emergency Services (Cal OES) of City of Duarte's compliance with AB 2140, it was discovered that the wording of Resolution 22-03 did not explicitly call out that the 2020 Local Hazard Mitigation plan was being adopted into the Safety Element. Instead, the resolution states that it is "to comply with recent State legislation and guidelines". Additionally, the new chapter did not include a hyperlink or directions for where a reader can find the full Hazard Mitigation Plan online. Due to the Hazard Mitigation Plan not being formally adopted into the Safety Element and due to the Safety Element not including a link so the reader can find the full plan, the city is not currently in compliance with the optional state Assembly Bill 2140 despite these previous efforts.

This General Plan amendment, GPA 23-01, proposes formally adopting the 2020 LHMP into the safety element of the general plan, and adds two sentences to the LHMP chapter of the safety element so readers can find the full document on the city website.

AB2140 Incentive

Assembly Bill 2140 limits the amount of additional state funding for certain disaster recovery projects funded by the California Disaster Assistance Act (CDAA) unless the local agency has complied with the provisions set forth in AB 2140. Though compliance with AB 2140 is optional, noncompliance limits the City's ability to obtain additional funding for certain disaster recovery projects. More specifically, California Government Code Section 8685.9 states, "...the state share

shall not exceed 75 percent of total state eligible costs unless the local agency is located within a city, county, or city and county that has adopted a local hazard mitigation plan in accordance with the Federal Disaster Act of 2000 as part of the safety element of its general plan."

ENVIRONMENTAL

The proposed General Plan amendment has been reviewed with respect to environmental impact and staff has determined that the amendment is exempt from the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines Section 15061(b)(3). No further environmental review is required at this time in accordance with CEQA Guidelines.

RECOMMENDATION

It is recommended that the City Council 1) conduct a public hearing to receive public testimony and 2) adopt Resolution 23-29 approving General Plan Amendment 23-01 and adopting the local hazard mitigation plan into the Safety Element of the City of Duarte General Plan.

FISCAL IMPACT

Non-compliance with AB2140 limits the City's ability to obtain additional state funding for certain disaster recovery projects. Compliance (accomplished through this resolution) allows the state share to exceed 75 percent of total state eligible costs.

ATTACHMENTS

Attachment 1 - Resolution 23-29

Attachment 2 - Draft Safety Element Update

Attachment 3 - AB2140 Fact Sheet (Provided by Cal OES)

RESOLUTION NO. 23-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DUARTE APPROVING GENERAL PLAN AMENDMENT 23-01, ADOPTING THE LOCAL HAZARD MITIGATION PLAN INTO THE SAFETY ELEMENT OF THE CITY OF DUARTE GENERAL PLAN

WHEREAS, the U.S. Congress passed the Disaster Mitigation Act of 2000 emphasizing the need for pre-disaster mitigation of potential hazards; and

WHEREAS, In 2020, a Local Hazard Mitigation Plan was developed through a public involvement process, and adopted by Duarte City Council through Resolution 20-15; and

WHEREAS, In 2006, California State Assembly Bill No. 2140 was passed, which limits additional state emergency funding unless the local agency has adopted a local hazard mitigation plan in accordance with the Disaster Mitigation Act of 2000 as part of the safety element of its general plan; and

WHEREAS, previous resolutions did not explicitly adopt the Local Hazard Mitigation Plan into the Safety Element of the General Plan, and did not specify where the Local Hazard Mitigation Plan can be found by members of the public; and

WHEREAS, The 2020 Duarte Hazard Mitigation Plan must be adopted into the Safety Element with a new resolution in order for the City to be eligible and certain California Disaster Assistance Act funding; and

WHEREAS, on September 18, 2023, the Planning Commission of the City of Duarte held a duly noticed public hearing on the proposed General Plan Amendment and adopted PC Resolution 23-09 recommending approval of General Plan Amendment 23-01, adopting the Safety Element Update to the City of Duarte General Plan; and

WHEREAS, a notice of a public hearing before the City Council of the City of Duarte for the consideration of the proposed General Plan Amendment was published in the local newspaper, posted at three (3) public locations, and provided on the City's website in accordance with applicable law; and

WHEREAS, on November 14th, 2023, the City Council of the City of Duarte held a duly noticed public hearing on the proposed General Plan Amendment and considered the staff report and all of the information, evidence, and public testimony presented in connection with the foregoing; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF DUARTE, CALIFORNIA, RESOLVES AS FOLLOWS:

1. The City of Duarte adopts the 2020 Local Hazard Mitigation Plan by reference into the Safety Element of their General Plan in accordance with the requirements of AB 2140.

2. The City Council hereby approves General Plan Amendment 23-01, adopting the Safety Element Update to the City of Duarte General Plan, as shown in the attached Exhibit B and incorporated herein by this reference.

3. The City of Duarte will submit this adoption resolution to the California Office of Emergency Services to establish conformance with the requirement of AB 2140.

PASSED, APPROVED, AND ADOPTED this 14th day of November 2023.

Jody Schulz
Mayor

APPROVED AS TO FORM:

Thai Viet Phan
City Attorney

ATTEST:

Annette Juarez
City Clerk

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

I, Annette Juarez, City Clerk of the City of Duarte, California, do hereby certify that the foregoing Resolution Number 23-29 was duly passed, approved, and adopted by the City Council of the City of Duarte at a regular meeting thereof, held on the 14th day of November, 2023, by the following vote of the Council:

AYES:

NOES:

ABSTAIN:

ABSENT:

Annette Juarez
City Clerk



CHAPTER 2

SAFETY ELEMENT

INTRODUCTION

The aim of the Safety Element is to reduce the potential risk of death, injuries, property damage, and economic and social dislocation resulting from fires, floods, earthquakes, landslides, exposure to the impacts of climate change, and other hazards. Other locally relevant safety issues, such as emergency response, hazardous materials spills, and crime reduction, may also be included. Ensuring public safety in Duarte also requires understanding and addressing public health risks and environmental concerns of those living in disadvantaged communities in the City. The Safety Element overlaps topics also mandated in the Land Use, Conservation, and Open Space Elements. Safety Element Definitions are provided at the end of this document.

Safety Element Statutory Requirements

State law requires that every city and county within California adopt “a safety element for the protection of the community from any unreasonable risks associated with the effects of seismically induced surface rupture, ground shaking, ground failure, tsunami, seiche, and dam failure; slope instability leading to mudslides and landslides; subsidence, liquefaction and other seismic hazards identified pursuant to Chapter 7.8 (commencing with Section 2690) of the Public Resources Code, and other geologic hazards known to the legislative body; flooding; and wild land and urban fires. The safety element shall include mapping of known seismic and other geologic hazards. It shall also address evacuation routes, military installations, peakload water supply requirements, and minimum road widths and clearances around structures, as those items relate to identified fire and geologic hazards...” The Related Agencies, Laws, and Plans section lists existing laws, plans, and programs related to the Duarte Safety Element.

Relationship to other General Plan Elements and Program EIR

California law requires that all elements of the General Plan be consistent. While all of the General Plan Elements are independent, they are also interrelated, some more so than others. As an example certain goals and policies of one element may also address items that are primary issues of other elements. This integration of issues throughout the General Plan creates a strong basis for the implementation of plans, programs, and achievement of community goals. The Safety Element is most directly related to Land Use, Circulation, Conservation, and Open Space Elements as well as Environmental Justice policies that are provided throughout the General Plan Elements.

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GOALS, OBJECTIVES, AND POLICIES

This section provides draft Goals, Objectives, and Policies for the Safety Element of the Duarte General Plan. Implementation measures for these policies are at the end of this chapter. The most likely natural or man-made disasters likely to strike Duarte are associated with wildfire, seismic, and geologic hazards. To minimize the risk from these hazards, the following goals and policies will be implemented over the life of the plan.

Emergency Preparedness Goals, Objectives, and Policies

Safety Goal 1: To protect the citizens, their property, and public facilities from natural, man-made, and climate change related hazards.

Objective 1.1 Prepare the community for any expected or unexpected disasters resulting from natural or man-made causes.

Policies

- Safe 1.1.1 Implement the Multi-Hazard actions listed in the Mitigation Actions Matrix in Part III (Mitigation Strategies) of the City of Duarte Hazard Mitigation Plan which would enable the city to operate in a self-sufficient manner following a natural or man-made disaster.
- Safe 1.1.2 Promote the development of community programs or neighborhood disaster relief groups that train volunteers to assist police, fire, and civil defense personnel to perform effectively after the occurrence of a natural or man-made disaster.
- Safe 1.1.3 Expand and intensify precautionary measures in high-risk areas, including in disadvantaged communities, to reduce loss from natural or man-made disasters and investigate ways of reducing the likelihood of their occurrence.
- Safe 1.1.4 Consider climate change vulnerability and safety implications during the review process for all development proposals, including those involving City-owned facilities and infrastructure.
- Safe 1.1.5 Coordinate with the Los Angeles County Sheriff's Department, Los Angeles County Fire Department, and neighboring cities to ensure that adequate services are ready and available to serve the community in the event of natural or man-made disasters.

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- Safe 1.1.6 Cooperate with federal, state, and county agencies responsible for the enforcement of all health, safety, and environmental laws.
- Safe 1.1.7 Maintain hazard mitigation plans, disaster preparedness and emergency response plans, and update plans at regular intervals and when new information is available.
- Safe 1.1.8 Establish designated emergency response and evacuation routes throughout the City, for each climate hazard (e.g. wildfire, storm flooding, etc.), prioritizing the most high-risk and disadvantaged populations.
- Safe 1.1.9 Update emergency and disaster response measures to account for increased heat days with a focus on reducing health risks for the highest-risk individuals and disadvantaged communities.
- Safe 1.1.10 Ensure that adequate provisions are made to supply drinking water for an extended period in the event of a major disaster.

Safety Goal 2: To establish, maintain, and develop an awareness on the part of all citizens of Duarte on how to react, protect themselves and each other, as well as how to survive in the event of a natural or man-made disaster or danger.

Objective 2.1 Prepare the citizens of Duarte to be prepared for danger or disaster and, if need be, to be self-reliant for a length of time in the event of a catastrophic natural or man-made event.

Policies:

- Safe 2.1.1 Establish and support all appropriate media for reaching all segments of the community (English-speaking and non-English speaking) to educate residents concerning emergency preparedness and safety, focusing on the most vulnerable communities such as those in the Very High Fire Hazard Severity Zone.
- Safe 2.1.2 Present or support an on-going series of community meetings or seminars, and a community handbook on disaster preparedness and procedures. The program should be about minimizing hazards in the home, wildfire mitigation and disaster planning, and developing disaster preparedness and evacuation plans.

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- Safe 2.1.3 Encourage private businesses to develop disaster preparedness plans for their employees.
- Safe 2.1.4 Coordinate emergency planning efforts with building managers of high-occupancy facilities, dependent care centers (nursing homes, day care centers, etc.) and critical facilities located in the City to facilitate effective emergency response.
- Safe 2.1.5 Increase public awareness of City emergency response plans, evacuation routes, and emergency shelters, with a focus on populations at greatest risk and disadvantaged communities.
- Safe 2.1.6 Maintain a citizens notification system regarding natural, man-made, or climate change hazards that reaches all populations in the community with a focus on reaching disadvantaged communities.
- Safe 2.1.7 Incorporate information for potential health threats due to climate change hazards, such as heat-illness, illnesses complicated by low air quality, and risks during heavy precipitation events, into early warning systems.
- Safe 2.1.8 The City will work closely with adjacent cities, Department of Fish and Wildlife, County Animal Control, and Sheriff's Department, and monitor, inform, and communicate to residents and schools the presence of wild animals in human habitat areas (including bear, coyote, and mountain lion).

Safety Goal 3: To achieve a greater sense of citizen satisfaction with the safety services within the community, through constantly monitoring the effective and efficient staffing of safety service personnel, while alternately considering the desirability of consolidating all safety services into a single entity.

Objective 3.1 Communicate with Duarte citizens, including those in disadvantaged communities, through all available media, that their safety personnel are current on all aspects of community safety and prepared to effectively assist when needed.

Policies:

- Safe 3.1.1 Maintain high levels of emergency services, and monitor safety services annually and evaluate safety services alternatives. Review, on an annual basis, the effectiveness of safety services relying on citizen input.

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Hazard-specific safety and mitigation Goals, Objectives, and Policies The following goals (4-6) and supporting policies express the City's concern regarding risks to citizens involving seismic, fire, and hazardous materials disasters.

Safety Goal 4: To minimize the risks to lives and property due to seismic activity and geologic hazards.

Objective 4.1 Minimize risk of injury, loss of life, and property damage due to seismic and geologic hazards through mitigation and planning efforts.

Policies:

- Safe 4.1.1 Implement the Earthquake and Liquefaction actions, and the Multi-Hazard actions listed in the Mitigation Actions Matrix in Part III (Mitigation Strategies) of the City of Duarte Hazard Mitigation Plan.
- Safe 4.1.2 Restrict development in areas prone to seismic hazards and other geologic hazards.
- Safe 4.1.3 Enforce seismic design provisions of the current California Building Standards Code related to geologic, seismic, and slope hazards for all new construction.
- Safe 4.1.4 Require that geotechnical reports include projected changes to slope stability related to climate change impacts on wildfires and erosion, and the development of mitigation strategies for new development projects in areas with the potential for liquefaction or landslide.

Safety Goal 5: To minimize the risk to lives and property due to fire hazards.

Objective 5.1 Minimize risk of injury, loss of life, and property damage due to fire hazards through mitigation and planning efforts.

Policies:

- Safe 5.1.1 Implement the Wildfire actions and the Multi-Hazard actions listed in the Mitigation Actions Matrix in Part III (Mitigation Strategies) of the City of Duarte Hazard Mitigation Plan.
- Safe 5.1.2 Continue to support "mutual assistance" agreements between the fire departments of the local cities, Los Angeles

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County, and the U.S. Government.

- Safe 5.1.3 Continue to support programs to reduce fire hazards of vegetation in areas of extreme to high fire risk. Such programs may take a variety of forms, but may include weed and brush removal and control and use of fire-resistant plantings.
- Safe 5.1.4 Provide an adequate level of fire equipment, peakload water supply, and personnel to protect the community.
- Safe 5.1.5 Require all new development and re-development in the VHFSZ to comply with the following standards, codes, and regulations:
- Title 14, CCR, division 1.5, chapter 7, subchapter 3, article 3 (commencing with section 1299.01) (Fire Hazard Reduction Around Buildings and Structured Regulations) for SRAs and VHFSZ, and with the California Government Codes 51175-57789 (Very High Fire Severity Zones),
 - The latest fire-safe standards,
 - The Board of Forestry and Fire Protection Fire Safe Regulations; and,
 - The most current version of the California Building Codes and California Fire Code.
- Safe 5.1.6 Require all new development in the VHFSZ to develop site-specific fire management plans addressing fuel modification or incorporating open space and other defensible space areas, as well as multiple points of ingress and egress for evacuation and emergency vehicle access before approval.
- Safe 5.1.7 Identify areas with inadequate access/evacuation routes and develop mitigation measures or improvement plans for these areas.
- Safe 5.1.8 Minimize new development in the Very High Fire Hazard Severity Zone, and, when feasible, locate all new essential public facilities outside of the Very High Fire Hazard Severity Zone.
- Safe 5.1.9 Minimize risks to existing development in Very High Fire Hazard Severity Zones by identifying existing non-conforming development to contemporary fire safe standards, in terms of road standards and vegetative hazard, and requiring all development to meet or exceed the City of Duarte Title 15 – Fire under the Duarte Municipal Code and applicable updates.
- Safe 5.1.10 Work with California American Water Company (water provider) to identify, maintain, and ensure the long-term

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integrity of future water supply for fire suppression needs, and ensure that water supply infrastructure adequately supports existing and future development and redevelopment, and provides adequate water flow to combat structural and wildland fires, including during peak domestic demand periods.

- Safe 5.1.11 Establish and Maintain community fire breaks and fuel modification/reduction zones, including public and private road clearance as described in the Duarte Hazard Mitigation Plan.
- Safe 5.1.12 Require that all homes and businesses have visible street addressing and signage.
- Safe 5.1.13 Evaluate evacuation route capacity, safety, and viability under a range of emergency scenarios to facilitate fire, police, and ambulance access and resident egress, as part of the next update to the City of Duarte Local Hazard Mitigation Plan.

Safety Goal 6: To minimize the risks to lives and property due to the use and storage of hazardous materials.

Objective 6.1 Reduce risks to public health and safety due to the transportation, use, or storage of hazardous materials within the community.

Policies:

- Safe 6.1.1 Implement the Hazardous Materials actions listed in the Mitigation Actions Matrix in Part III (Mitigation Strategies) of the City of Duarte Hazard Mitigation Plan.
- Safe 6.1.2 Monitor to the greatest extent possible the location of hazardous materials that could adversely impact Duarte residents, and businesses, and include information on soil contamination and storage of hazardous materials in the City's Geographic Information System.
- Safe 6.1.3 Regulate the delivery, use, and storage of hazardous materials within the city limits according to regulations and guidelines set forth by the Los Angeles County Fire Department.
- Safe 6.1.4 Provide community members with information on the proper storage and disposal of hazardous materials and e-waste.

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RELATED AGENCIES, LAWS, AND PLANS

The following existing laws, plans, and programs relate to the goals of the Duarte Safety Element. These laws, plans, and programs, enacted through state and local action, are administered by various agencies with responsibility for their enforcement.

California Environmental Quality Act

The California Environmental Quality Act (CEQA) was adopted by the state legislature in response to a public mandate for a thorough environmental analysis of projects that might adversely affect the environment. The provisions of the law, review procedure, and any subsequent analysis are described in the CEQA Statutes and Guidelines as amended in 1998. Safety hazards, as well as noise and air quality impacts are recognized as environmental impacts under CEQA.

Colbey-Alquist Floodplain Management Act

The Colbey-Alquist Floodplain Management Act encourages local governments to plan, adopt, and enforce land use regulations for floodplain management, in order to protect people and property from flooding hazards. This act also identifies requirements which jurisdictions must meet in order to receive state financial assistance for flood control.

Alquist-Priolo Earthquake Fault Zoning Act

The Alquist-Priolo Earthquake Fault Zoning Act requires the state Geologist to identify earthquake fault zones along traces of both recently and potentially active major faults. Cities and counties that contain such zones must inform the public regarding zone location.

Seismic Hazards Mapping Act

Pursuant to the Seismic Hazards Mapping Act, the state Geologist compiles maps identifying seismic hazard zones. Development in seismic hazard areas is subject to policies and criteria established by the State Mining and Geology Board. Additionally, approval of development on a site within a seismic hazard area mandates the preparation of a geotechnical report and local agency consideration of compliance with applicable state requirements.

Landslide Hazard Identification Program

The Landslide Hazard Identification Program requires the state Geologist to prepare maps of landslide hazards within urbanizing areas.

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Federal Clean Air Act

The Federal Clean Air Act established National Ambient Air Quality Standards (NAAQS) in 1970 for six pollutants: carbon monoxide, ozone, particulates, nitrogen dioxide, sulfur dioxide, and lead. The Act requires states with air pollution that exceeds the NAAQS to prepare air quality plans demonstrating how the standards would be met (State Implementation Plans-SIPs). In 1990, amendments to the Act established categories of severity for non-attainment areas (“marginal” to “extreme”). In 1994, the California Air Resources Board adopted a revised State Implementation Plan for ozone to meet the requirements of the 1990 amendments.

California Senate Bill 1000

Senate Bill 1000 (SB 1000) requires cities with identified disadvantaged communities (DACs) to include environmental justice goals and policies in the jurisdiction’s General Plan. Per SB 1000, the California EPA uses CalEnviroScreen, a mapping tool, to identify disadvantaged communities throughout the state. CalEnviroScreen uses a variety of statewide indicators to characterize pollution burden (the average of exposures and environmental effects) and population characteristics (the average of sensitive populations and socioeconomic factors). The model scores each of the indicators using percentiles and combines the scores for individual indicators to determine an overall CalEnviroScreen score for a given census tract relative to others in the state. Figure Safe – 1 shows the CalEnviroScreen results for Duarte. One census tract in west Duarte has a combined DAC score of 75% or higher, thus exceeding the minimum criterion for DAC designation. As mandated under SB 1000, the Safety Element includes policies to address environmental justice through reducing health risks to DACs, promoting civil engagement, and prioritizing the needs of these communities.

California Senate Bill 379

As required under Senate Bill 379, the City of Duarte completed a local climate change vulnerability assessment, which concludes that Duarte will be most vulnerable to extreme heat events, droughts, storm flooding, wildfires, and resulting decreased air quality conditions in a changing climate. As discussed in the vulnerability assessment, communities most affected by the effects of climate change in Duarte are older adults, non-white communities, non-English speakers, individuals with physical disabilities, isolated individuals, uninsured individuals, and renters. The Safety Element includes policies to increase the community’s ability to cope with climate change impacts, also known as adaptive capacity.

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California Senate Bill 1241

Senate Bill 1241 requires review and update of the safety element, upon the next revision of the housing element on or after January 1, 2014, as necessary to address the risk of fire in state responsibility areas and very high fire hazard severity zones. The specific requirements are codified in GC § 65302(g)(3) and 65302.5(b).

California Senate Bill 99

Wildfires and other hazards, such as flood events, can isolate areas of the City and create severe health and safety risks. Senate Bill 99, adopted August 2020, requires identification of neighborhoods that have fewer than two emergency evacuation routes. The Fire Hazards subsection of the Safety Element provides information regarding fire risk in the community and analysis of emergency evacuation routes.

California Assembly Bill 2140

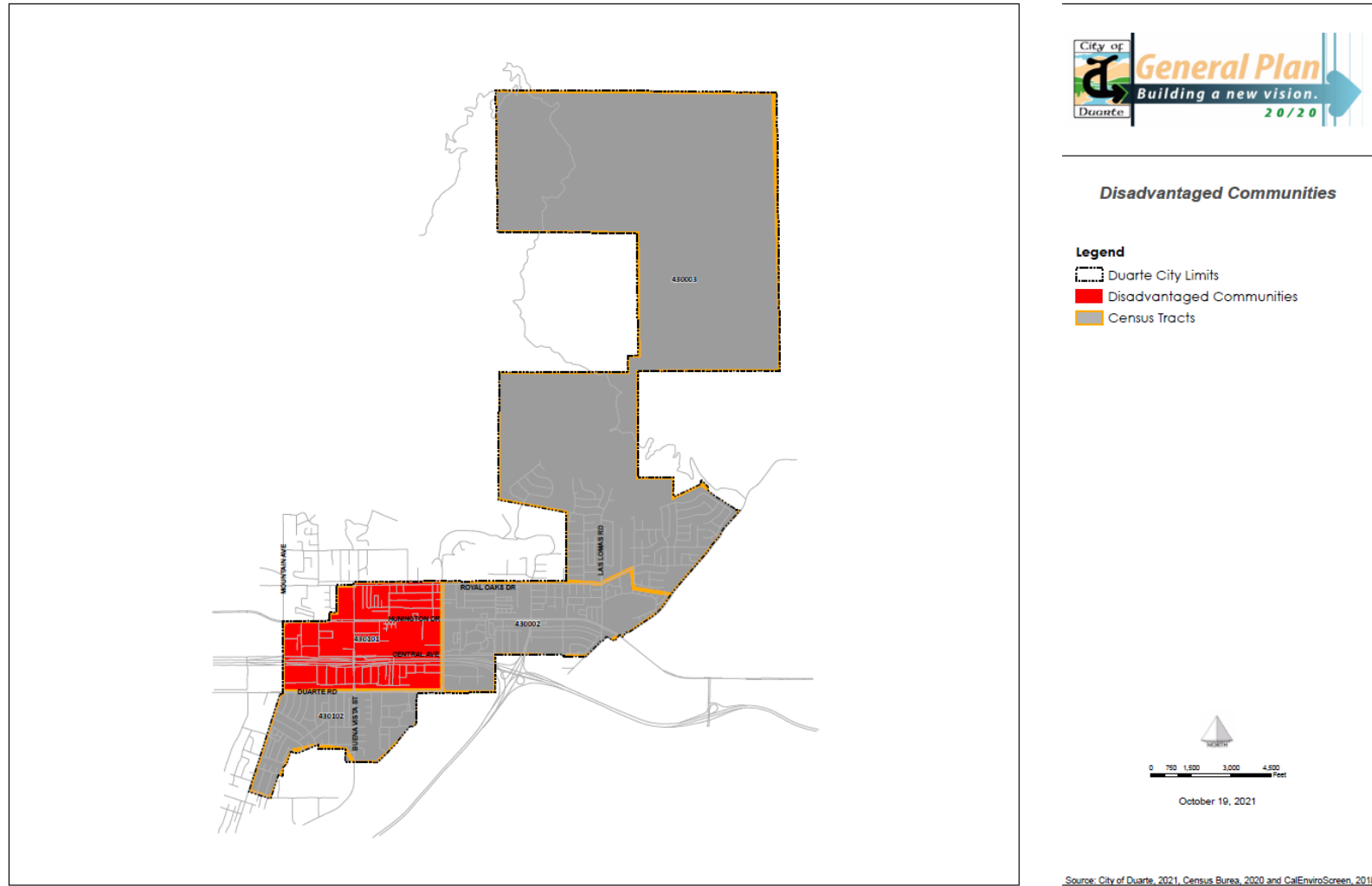
Assembly Bill 2140 limits the amount of additional state funding for certain disaster recovery projects funded by the California Disaster Assistance Act unless the local agency has complied with the provisions set forth in the bill. Among other requirements, local agencies must provide a certified copy of the Resolution of Adoption to the Federal Emergency Management Agency (FEMA) demonstrating that the approved Hazard Mitigation Plan (HMP) has been adopted and incorporated into the Safety Element of the General Plan. Compliance with Assembly Bill 2140 is optional; however, noncompliance limits the City's ability to obtain additional funding for certain disaster recovery projects. The Safety Element references the City's 2020 Hazard Mitigation Plan.

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Figure Safe – 1 Disadvantaged Communities



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City of Duarte Hazard Mitigation Plan

In May of 2020 the Duarte City Council approved Resolution No. 20-15 adopting the 2020 Hazard Mitigation Plan in accordance with the Federal Disaster Mitigation Act of 2000. This plan established goals and objectives to ensure health, safety, and welfare of Duarte citizens, even in the event of a disaster. The plan was a result of a process involving city departments, local agencies, business people, landowners, developers, and citizens, and reflects local values and concerns.

The City of Duarte Hazard Mitigation Plan adopted the following Goals:

Minimize Risk

- Avoid or reduce long-term vulnerabilities to hazards.

Protect Life and Property

- Implement activities that assist in protecting lives by making homes, businesses, infrastructure, critical facilities, and other property more resistant to losses from natural, human-caused, and technological hazards.
- Improve hazard assessment information to make recommendations for avoiding new development in high hazard areas and encouraging preventative measures for existing development in areas vulnerable to natural, human-caused, and technological hazards.

Increase Public Awareness

- Develop and implement education and outreach programs to increase public awareness of the risks associated with natural, human-caused, and technological hazards.
- Provide information on tools, partnership opportunities, and funding resources to assist in implementing mitigation activities.

Preserve Natural Systems

- Support management and land use planning practices with hazard mitigation to protect life.
- Preserve, rehabilitate, and enhance natural systems to serve hazard mitigation functions.

The City of Duarte Hazard Mitigation Plan is available to be viewed on the City website under the Planning Division Forms and Documents folder. Visit accessduarte.com, navigate to the Government tab, select Community

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Development Department, select forms and documents, then choose Planning to view the full document. Alternatively, you can click [here](#) to open the webpage.

Unified Hazardous Waste and Hazardous Materials Management Regulatory Program

The Los Angeles County Fire Department Health Haz Mat Division administers the Unified Hazardous Waste and Hazardous Materials Management Regulatory Program for the City of Duarte.

Senate Bill 1082 (1993) established the "Unified Hazardous Waste and Hazardous Materials Management Regulatory Program". The Unified Program consolidates, coordinates, and makes consistent the following hazardous materials and hazardous waste programs (Program Elements):

- Hazardous Waste Generation (including onsite treatment under Tiered Permitting),
- Aboveground Petroleum Storage Tanks (only the Spill Prevention Control and Countermeasure Plan or "SPCC"),
- Underground Storage Tanks (USTs),
- Hazardous Material Release Response Plans and Inventories,
- California Accidental Release Prevention Program (Cal ARP), and,
- Uniform Fire Code Hazardous Material Management Plans and Inventories.

OVERVIEW OF DUARTE'S SAFETY ISSUES

Fire Hazards

The California Department of Forestry and Fire Protection (CalFire) ranks fire hazard of wildland areas of the state using four main criteria: fuels, weather, assets at risk, and level of service. According to Cal Fire's Fire Hazard Severity Zone map, Duarte is located in a Very High Fire Hazard Severity Zone. Duarte's location at the base of the San Gabriel Mountains creates an urban/wildland interface that makes Duarte more susceptible to wildfires than cities that do not border the foothills. The most recent wildfire in the northeastern portion of Duarte was the San Gabriel Complex Fire in 2016, which required evacuation of 1,376 homes. As shown in Figure Safe – 2, residents living north of Royal Oaks Drive are at substantial risk of a wildland fire. This has resulted in low densities in the privately held hillside areas. The City's Development Code has established Hillside Development Standards that include minimizing risk to properties associated with wildfires and requires that all new construction on hillside areas comply with California Building Code and California Fire Code. In addition,

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Duarte has a Hazard Mitigation Plan to assist in identification and mitigation of hazards, including wildfire.

According to the Los Angeles Region Report of California's Fourth Climate Change Assessment, wildfire is expected to increase due to climate change. Climate change has the potential to affect multiple elements of the wildfire system, including fire behavior, ignitions, fire management, and vegetation fuels. Hot dry spells create the highest fire risk and increased temperatures may intensify wildfire danger by warming and drying vegetation. As identified in the Duarte Climate Change Vulnerability Assessment, the City's sensitive people assets (e.g., older adults and non-white communities), infrastructure assets (e.g., access roads and energy delivery), buildings and facilities (residential buildings and government facilities), and natural and managed resources (e.g., open space) are vulnerable to wildfire impacts.

Senate Bill 99 requires identification of neighborhoods that have fewer than two emergency evacuation routes. The neighborhood located at the northernmost end of Mount Olive Drive and highlighted in Figure Safe – 3 is the only neighborhood in the City with fewer than two emergency evacuation routes. This Safety Element includes policies to improve emergency evacuation procedures throughout the City, including in the most vulnerable areas. Assembly Bill 747, which will go into effect January 1, 2022, requires cities to evaluate route capacity, safety, and viability under a range of emergency scenarios. This requirement will be addressed in the next Safety Element update.

Historic Wildfires in the City of Duarte

1953 Duarte Fire

This fire originated between Spinks Canyon and Maddock Canyon in wildland area. A total of 561 acres burned in this fire. Of the 561 acres that burned, 256 acres were considered within the "Duarte area".

1958 Norum Fire

This fire burned in the foothills north of Monrovia, Duarte, Bradbury, and Azusa. A total of 6,440 acres burned in the Norum Fire. Of the 6,440 acres, 2,505 acres of land were within Duarte's boundaries. (Mostly wilderness areas).

1980 Stable Fire

On November 16, 1980 a fire storm that had been fanned by Santa Ana Wind conditions swept down from the foothills and destroyed 35 homes in the City of Duarte and 14 homes in the City of Bradbury. Reports indicated that the fire had moved from the City of Azusa, east of the San Gabriel River to the Duarte and Bradbury homes in 8 to 10 minutes, due to a strong shift in winds.

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Immediately after the fire, city and county personnel began taking measures to deal with the devastation. A Disaster Assistance Center was established at City Hall and Federal and State agencies were contacted for help. The Los Angeles County Fire District set up a mobile command center and the City set up an emergency shelter. In the weeks that followed the fire, the City established several programs to deal with possible floods and mudslides that could occur due to the bare slopes where all vegetation had been burned off. Mud diversion structures were constructed, 50,000 sandbags were distributed, and parking was restricted on streets with potential slides. Since the Stable Fire occurred during California's rainy season, "Storm Watch" flyers were also issued to residents in Duarte's hillside areas. The Disaster Center at City Hall monitored weather reports and storm situations and kept residents informed of these situations. City staff was also prepared to mobilize personnel and equipment if needed to clear mud flows from the public streets and parkways. As quickly as possible, several temporary debris basins were constructed, and existing debris basins were cleared and reinforced with sandbags.

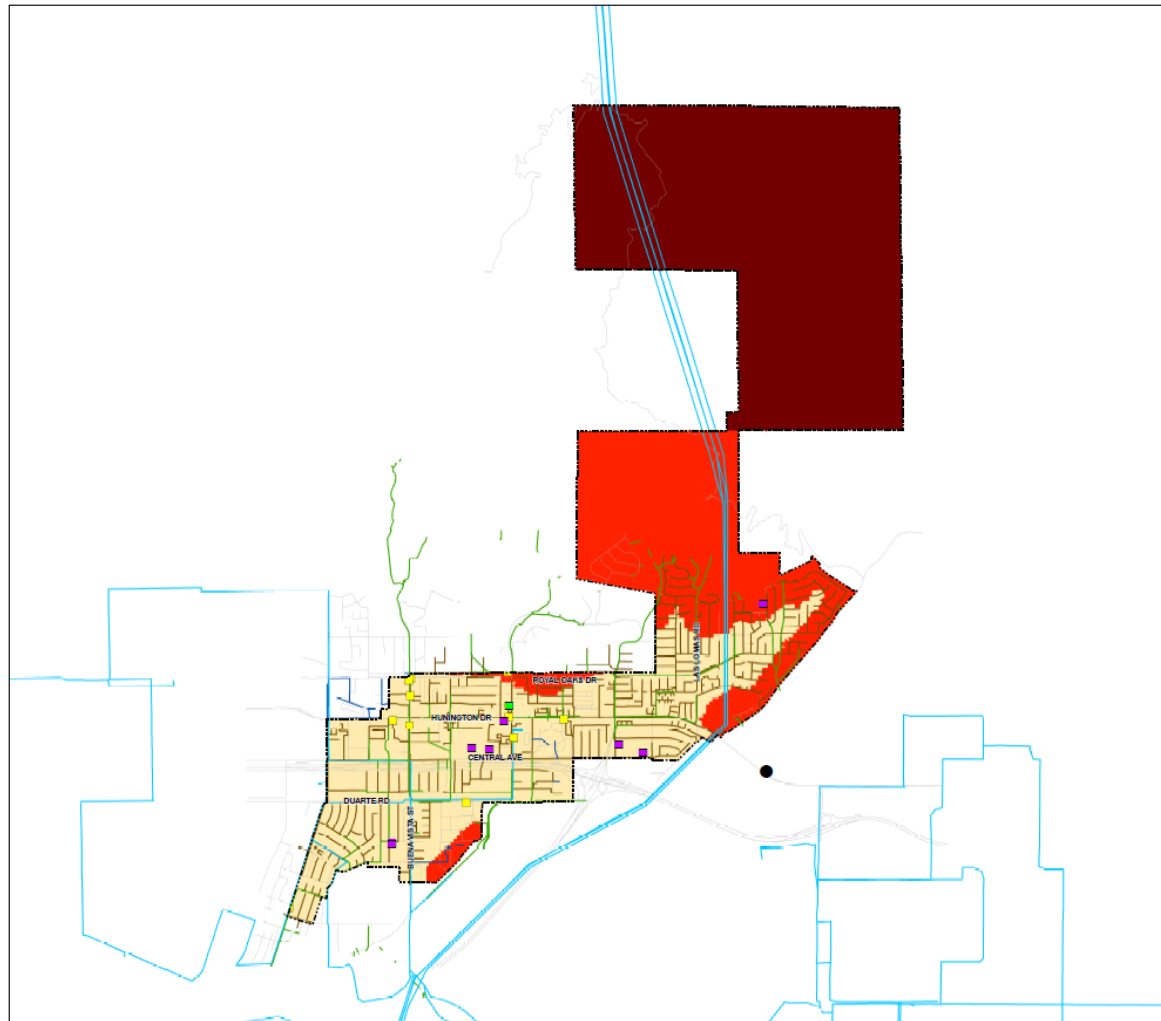
2016 San Gabriel Complex Fire

On the morning of June 20, 2016, the San Gabriel Complex fire ignited. The San Gabriel Complex fire consisted of two fires: the Reservoir Fire and the Fish Fire. Both fires originated northeast of the City limits. The cause of the Reservoir Fire was a vehicle crash while the cause of the Fish Fire is unknown. At the height of the fire, 1,376 homes were evacuated. The American Red Cross established an Evacuation Center and 1,460 staff from multiple local, state, and federal agencies worked to protect property and suppress the fire. Road closures were in place and law enforcement patrolled for security while firefighters worked through the night to contain the fire. Although the San Gabriel Complex Fire threatened homes in the City, no property damage was reported.

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Figure Safe – 2 Fire Hazard Zones



Fire Hazard Zones

Legend

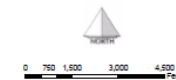
- Duarte City Limits
- Sewer Pump Station
- Fire Stations
- Schools
- GeneralAcuteCareHospital
- Electric Transmission Lines
- Gravity Main
- Non-SMD Pipe
- Sewer Pipe

State or Federal Responsibility Area

- Very High Fire Hazard Severity Zones

Local Responsibility Area

- Very High Fire Hazard Severity Zones
- Non-Very High Fire Hazard Severity Zones



July 14, 2021

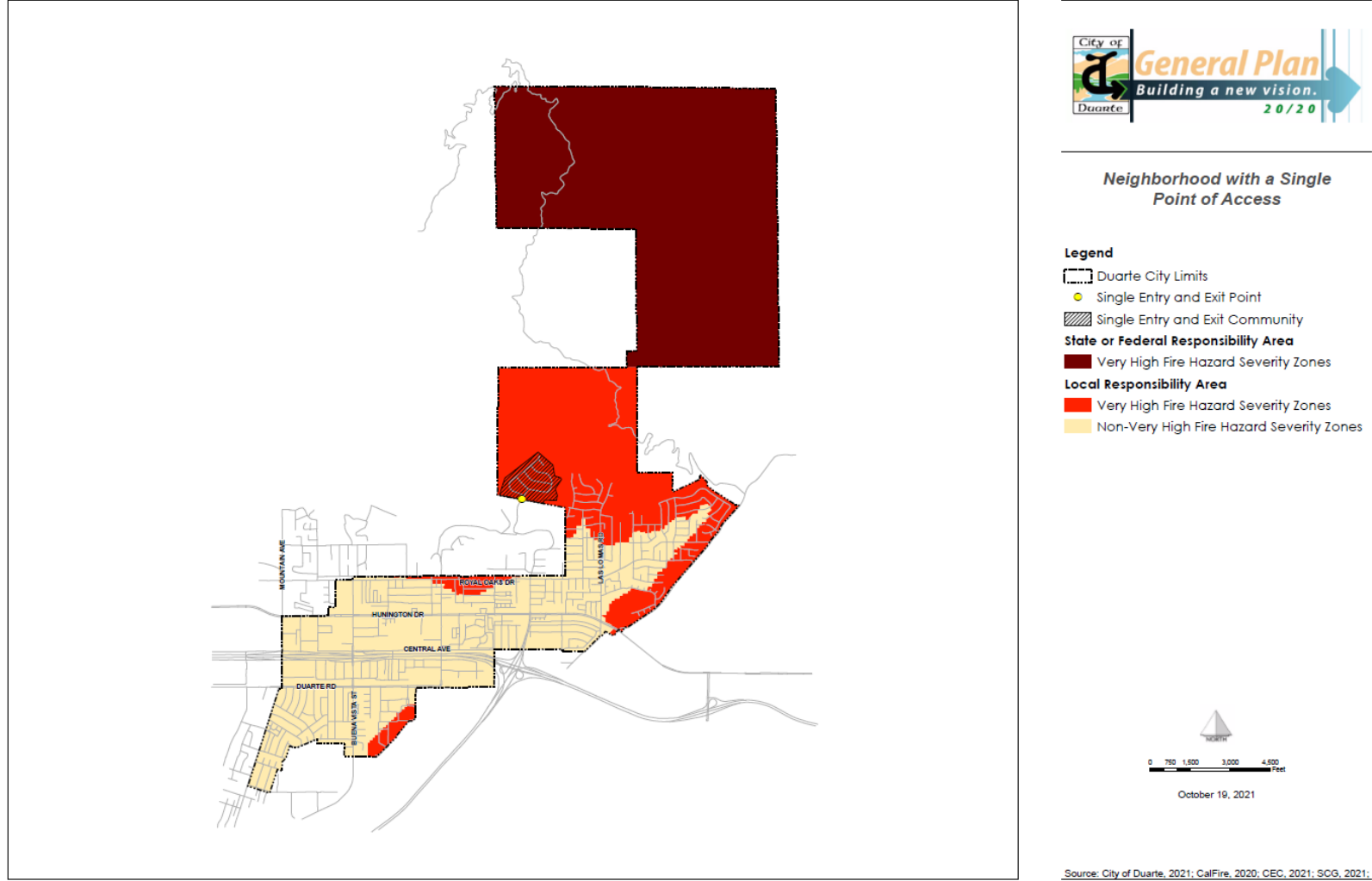
Source: City of Duarte, 2021; CalFire, 2020; CEC, 2021; SCG, 2021;

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Figure Safe – 3 Neighborhood with a Single Point of Access in Very High Fire Hazard Severity Zone



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Seismic and Geologic Hazards

The Sierra Madre Fault crosses through the City and the City is in close proximity to the Raymond Fault, Walnut Creek Fault, Sawpit Canyon Fault, and the San Andreas Fault. According to the City's 2020 Hazard Mitigation Plan, the probability of an earthquake affecting the City is likely and could impact all areas of the City. In 2007, the Southern California Earthquake Center concluded that there is a 99.9% probability that an earthquake of magnitude (M) 6.7 or greater will hit California within 30 years. Earthquakes that could affect the City would most likely originate along the San Andreas (M7.8), Sierra Madre (M7.2), or Puente Hills (M7.0) Faults. These faults are close enough to generate strong enough shaking that could substantially impact the City. Figure Safe – 4 shows the various major faults located in and around Duarte, and Figure Safe – 5, Figure Safe – 6, and Figure Safe – 7 show the specific risk to the City based on earthquake scenarios for Puente Hills (M 7.0), Sierra Madre (M 7.2), and San Andreas (M 7.8).

Geologic conditions in and around Duarte may cause problems if proper precautions are not taken. The northeast mountainous areas of the City are generally too steep and bedrock is too unstable for typical construction. Erosion, landslides, and shaking from earthquakes can be severe hazards within these areas. Factors contributing to landslide potential are steep slopes, unstable terrain, and proximity to earthquake faults.

Potential liquefaction hazard zones are in the southeastern portion of the City, which consists of alluvial valleys, floodplains, and canyons. In addition, areas with expansive soils can cause problems such as damage to building foundations if not properly mitigated prior to construction. Figure Safe – 8 identifies the portions of Duarte susceptible to landslide and liquefaction.

Although it is not possible to prevent earthquakes, their destructive effects can be minimized through comprehensive hazard-mitigation programs and efforts. For all buildings construction techniques are regulated according to the latest edition of the California Building Code (CBC) with City of Duarte amendments or increased requirements as necessary to reduce geologic and seismic risks to acceptable levels.

Flood Hazards

The City generally falls into an area of minimum flooding, as defined by the Federal Emergency Management Agency. As shown in Figure Safe – 9, there are no 100-year or 500-year flood zones in Duarte according to FEMA. The City is located in Flood Zone "D" and "X", where flood hazards are possible, but no analysis has been conducted. Flooding does occur in the City. For example in

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2017, streets in the foothills were flooded with water and debris from heavy rains in January and February. In addition, certain parts of the City are susceptible to urban flooding, including:

- Huntington Drive, north side, west of Buena Vista Street
- Encanto Parkway, north of Huntington Drive
- Encanto Parkway near Fish Canyon Road

Three major dams in the upper watershed of the San Gabriel River provide flood protection for the City of Duarte. Two of these dams, Cogswell Dam and San Gabriel Dam, were built in San Gabriel Canyon between 1934 and 1937 respectively. A third dam, known as Morris Dam was constructed in 1934 by the City of Pasadena. There is a fairly low possibility for a severe earthquake to cause flooding due to the failure of Morris, San Gabriel and/or Cogswell dams. Figure Safe – 10 shows areas subject to dam inundation in the City. According to the City's 2020 Hazard Mitigation Plan, all the City's critical facilities are located in dam failure inundation areas and the populated area affected by dam failure is a total of 1,643 acres. A total of 18,773 residents, approximately 88 percent of the City's population, could be affected in the event of a dam failure.

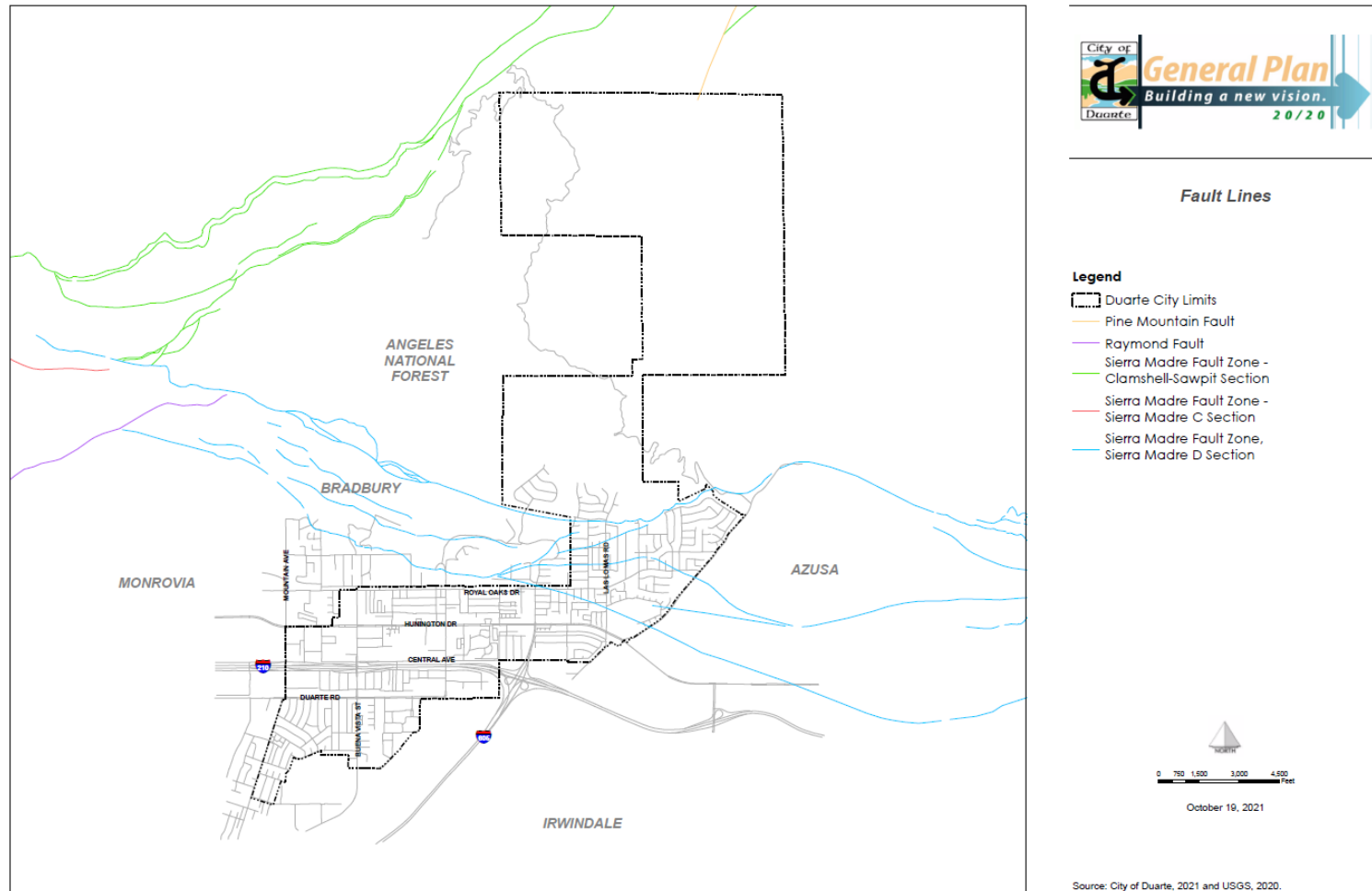
Figure Safe – 11 shows how long it would take for flood waters to reach different parts of Duarte in the unlikely possibility of a flood. Should this happen flood waters would last about one hour then recede.

To ensure against damage to existing development in these areas, the City participates in the Federal Emergency Management Agency's Flood Insurance Program. Development must follow the City's Municipal Code standards requiring permits to be reviewed by the Floodplain Administrator prior to construction and all new buildings in the flood hazard area to be constructed with materials resistant to flood damage. Equipment and other service facilities must also be designed to prevent water from entering or accumulating in their components during a flood.

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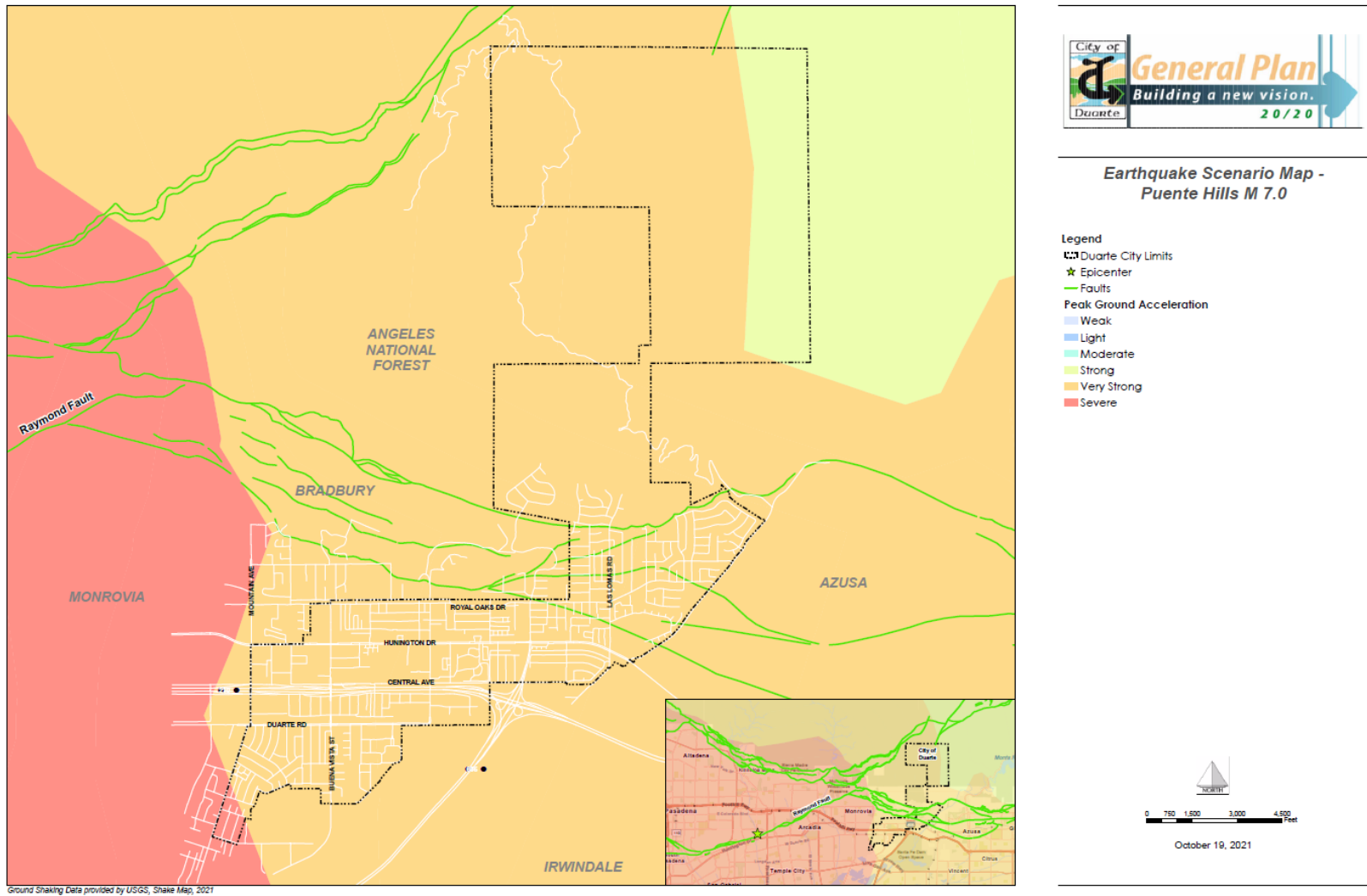
Figure Safe – 4 Fault Lines



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Figure Safe – 5 Earthquake Scenario Map – Puente Hills M 7.0



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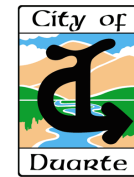
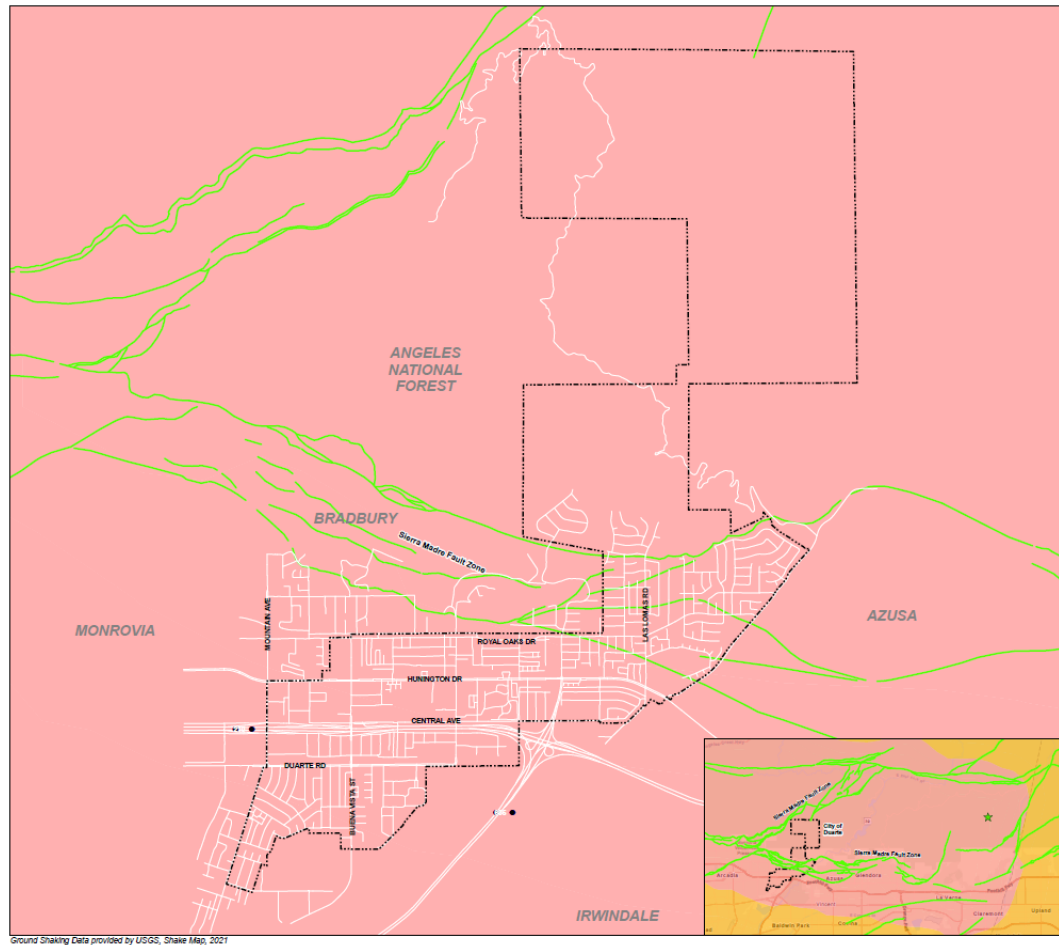
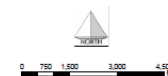


Figure Safe – 6 Earthquake Scenario Map – Sierra Madre M 7.2



**Earthquake Scenario Map -
Sierra Madre M 7.2**

- Legend**
- Duarte City Limits
 - Epicenter
 - Faults
 - Peak Ground Acceleration**
 - Light
 - Moderate
 - Strong
 - Very Strong
 - Severe



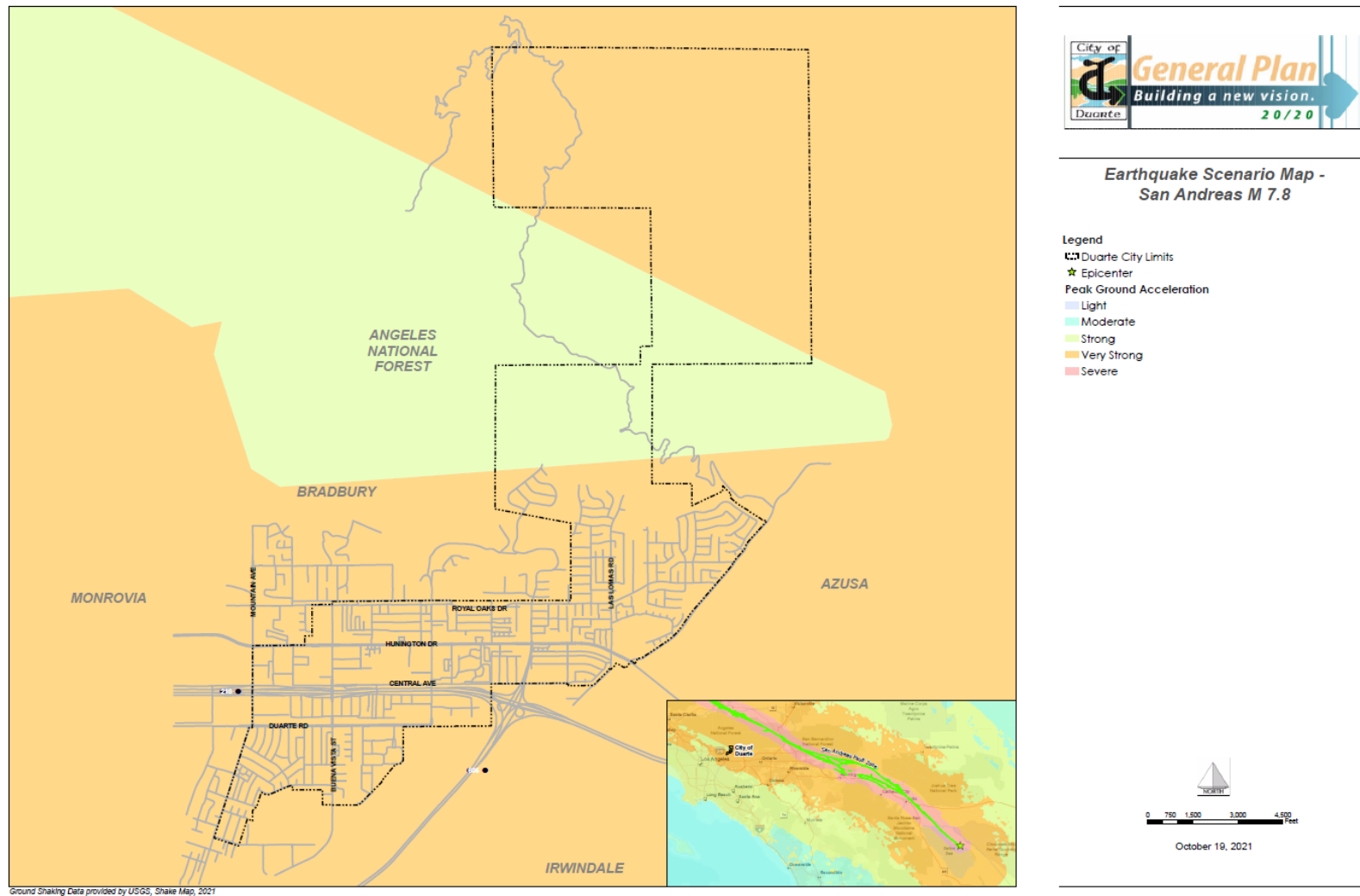
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Figure Safe – 7 Earthquake Scenario Map – San Andreas M 7.8

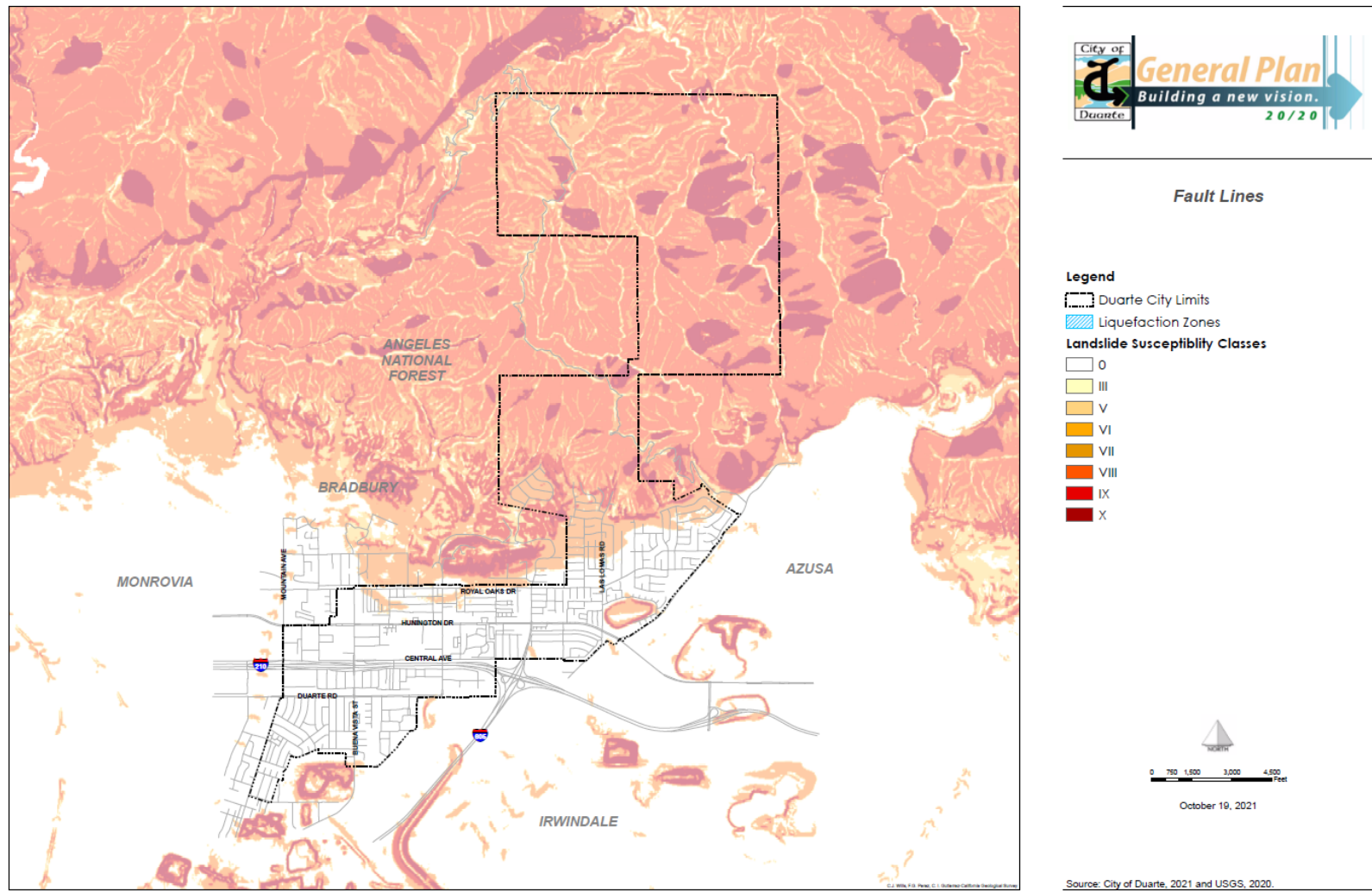


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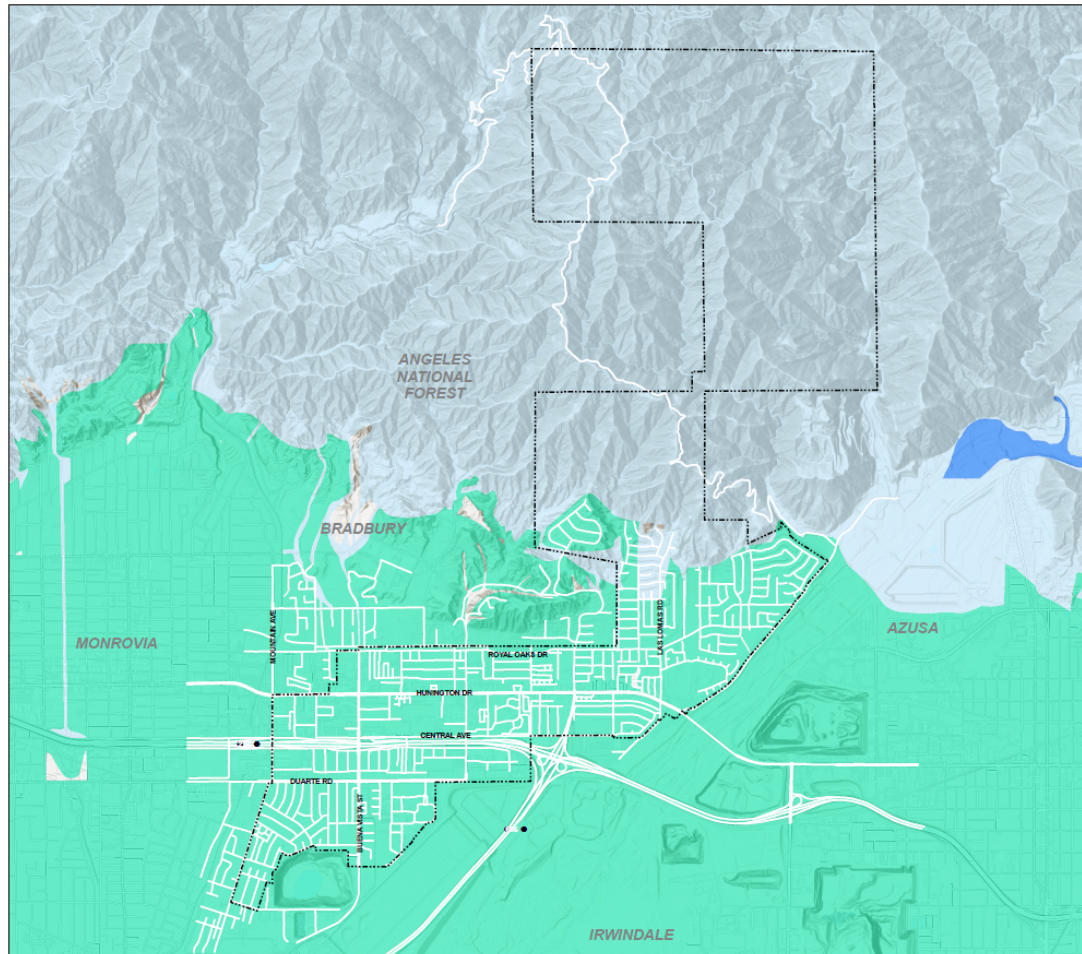
Figure Safe – 8 Landslide and Liquefaction



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Figure Safe – 9 FEMA Flood Zones



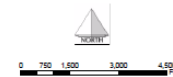
Flood Zone data provided by FEMA Flood Map, 2021



FEMA Flood Zones

Legend

- Duarte City Limits
- Zone D (Flood Hazards Possible but Undetermined)
- Zone X (Outside 500 year Floodplain)
- Zone A (area subject to inundation by the 1 percent annual chance flood event)



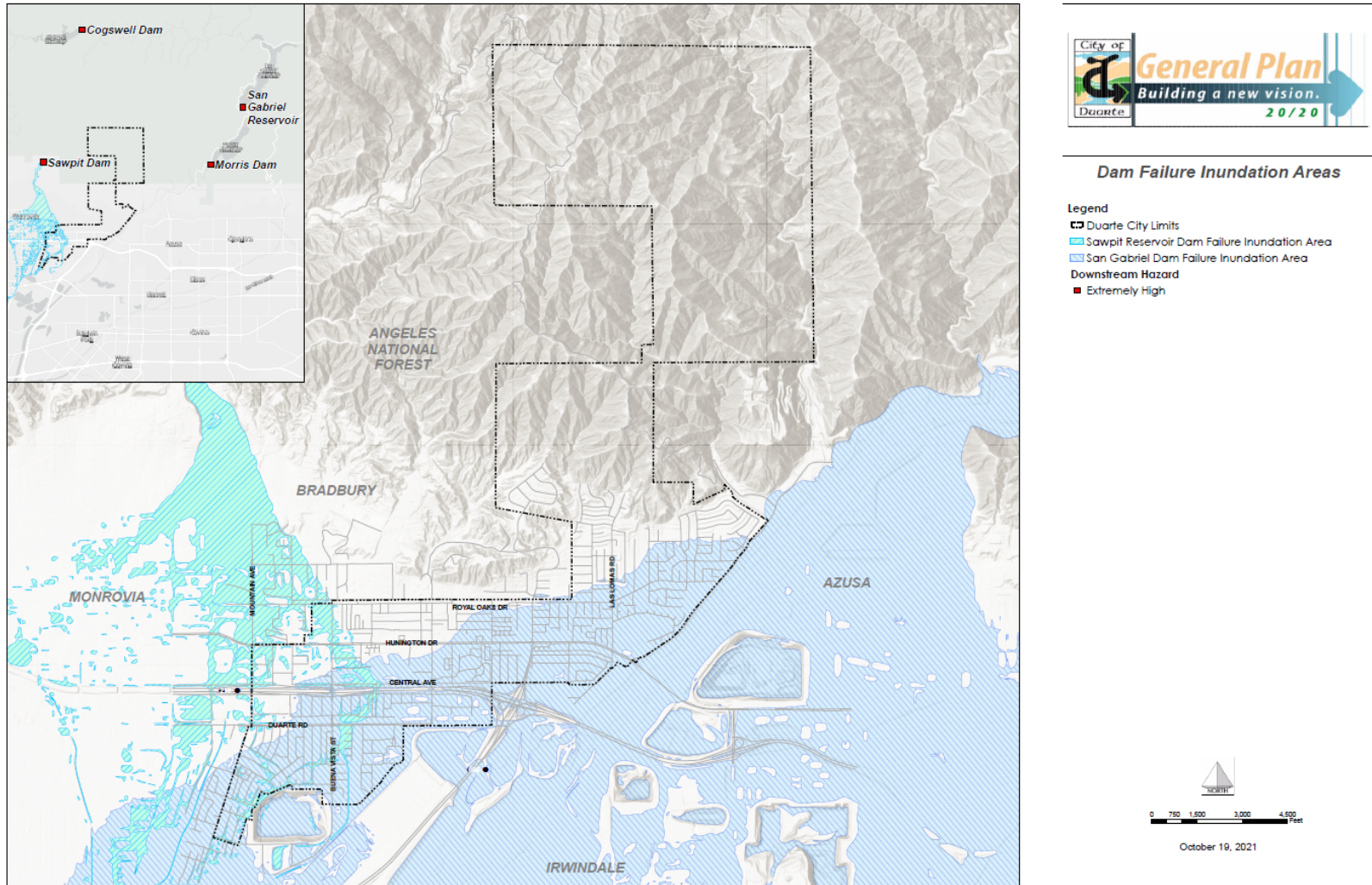
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Figure Safe – 10 Dam Failure Inundation Areas

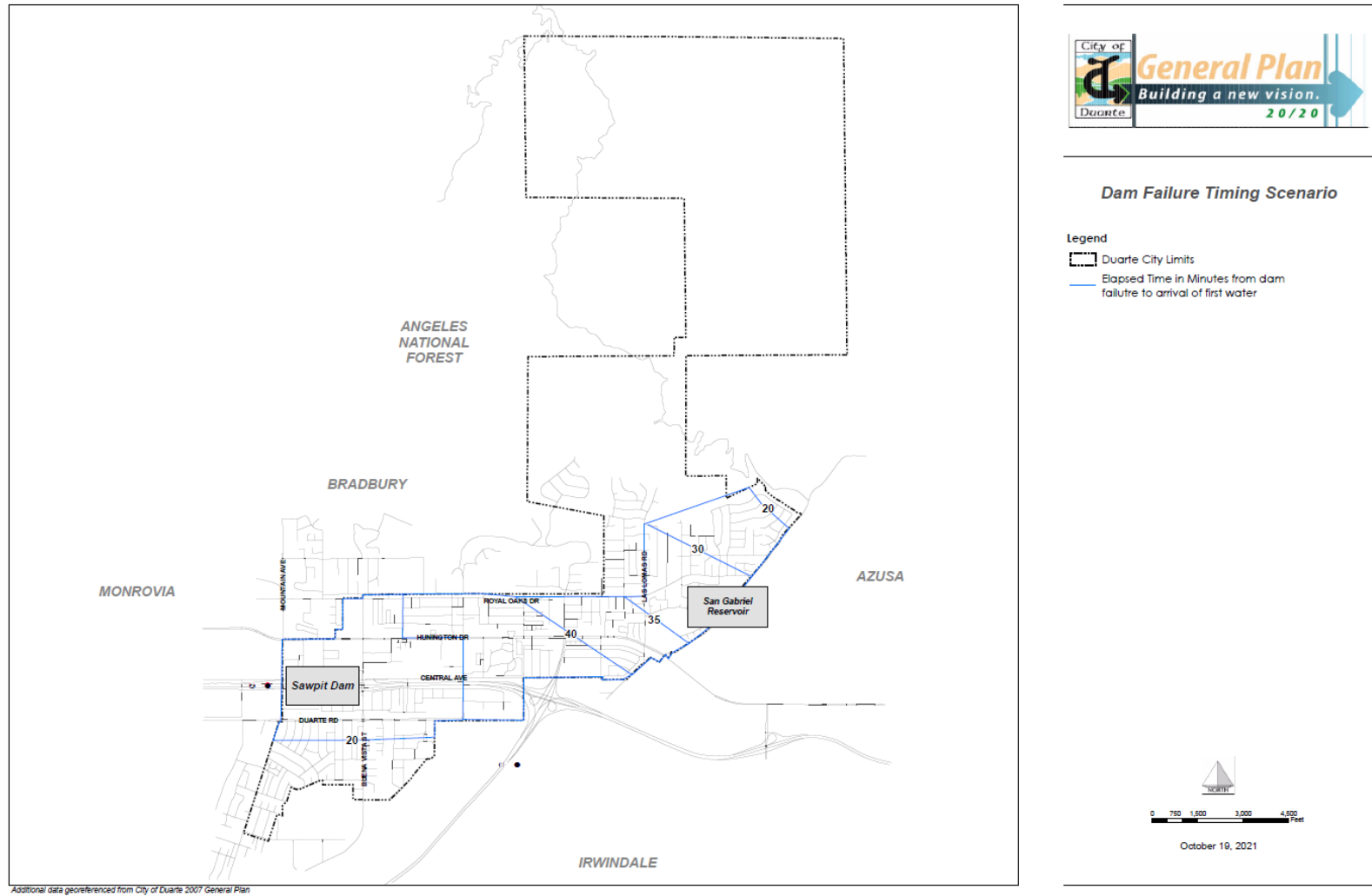


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Figure Safe – 11 Dam Failure Timing Scenario



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Hazardous Materials Management

The Los Angeles County Fire Department Health Haz Mat Division administers the Unified Hazardous Waste and Hazardous Materials Management Regulatory Program for the City of Duarte. Refer to the Related Agencies, Laws, and Plans section of this element to find more about the City of Duarte Hazard Mitigation Plan which addresses hazardous materials in the City.

Emergency Preparedness

In May 2020, the Duarte City Council approved Resolution No. 20-15 adopting the 2020 Hazard Mitigation Plan in accordance with the Federal Disaster Mitigation Act of 2000. This plan established goals and objectives to ensure health, safety, and welfare of Duarte citizens, even in the event of a disaster. The plan was a result of a process involving city departments, local agencies, business people, landowners, developers, and citizens, and reflects local values and concerns. Refer to the Related Agencies, Laws, and Plans section of this element to find out more about the City of Duarte Hazard Mitigation Plan which addresses emergency preparedness.

There are no above or below ground petroleum storage facilities in Duarte other than those used by service stations and individual businesses. City staff did not have any information on pipelines within the City. Regarding other potential hazardous conditions, the Rancho Duarte Golf Course was formerly a landfill. The City of Duarte owned this 18.5 acre golf course until 2004. This golf course is designated Open Space in the Open Space and Land Use Elements.

Law Enforcement

Police protection is provided by the Los Angeles County Sheriff out of the Duarte Satellite Station. The Duarte Satellite Station is the launching center for 30 male and female officers that begin and end their shift to provide Duarte, Bradbury, and the unincorporated area west of Duarte with law enforcement services 24 hours a day. The station does not have dispatch or booking ability. Non-emergency dispatch is routed through the Deputy Dispatch Desk at Temple Sheriff's Station. Special Assignment Deputies handle gang identification, operations pertaining to narcotic sales, probation sweeps, Sting Operations, Neighborhood Watch interactions, including speaking to and gathering intelligence, and overall trouble shooting of crimes that may be on the increase. A School Resource Officer works pro-actively with Duarte schools to provide prevention, intervention, and suppression services. In addition to working with the schools, this officer also assists in Duarte's gang enforcement and D.A.R.T.

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(Duarte Area Resource Team) program. The law enforcement agencies of Duarte and Monrovia collaborate through D.A.M.A.G.E. (Duarte and Monrovia Active Gang Enforcement) program resulting in dramatic reductions in gang activity through shared information and resources. The program also helps to reduce graffiti and thefts. Detective services and a variety of other services are provided by the Sheriff's office as prescribed by the contract between the City and County Sheriff.

Fire Services

Fire protection in the City of Duarte is provided by the Los Angeles County Fire Department (LACFD). LACFD fire station 44 is located at 1105 S. Highland Avenue. This station provides the following apparatus and personnel including engines # 44, # 244, and # 444, and patrol truck # 44. The station is typically staffed by an eight-member crew.

Los Angeles County Fire also provides Hazardous Material services. The U.S. Forest Service in San Dimas provides wildfire service in the Angeles National Forest.

Peakload Water Supply

Peakload water supply is defined as the supply of water available to meet both domestic water and firefighting needs during the particular season and time of day when domestic water demand on a water system is at its peak. California – American Water Company provides potable water to the Duarte service area which includes about 300 metered connections in Bradbury and all of the incorporated area of Duarte. Potable water is provided from eight wells in and around Duarte.

The San Gabriel groundwater basin has been found to be contaminated with volatile organic compounds (VOCs). A strategy for addressing the problem and ultimately removing the contamination is being successfully implemented. Section 28 of the Main San Gabriel Basin Watermaster's Rules and Regulations details the region's long-term commitment to cleaning up contaminated areas of the basin. There are many key provisions laid out in the document. One notable restriction is that producers cannot drill replacement wells, either by location, depth or screening, to avoid contamination that exists in its current well. Instead, the Watermaster requires producers to pump and treat those contaminated supplies to ultimately rid the basin of those contaminants. These efforts will continue for decades.

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Water storage in the Duarte Service Area is provided by 7 reservoirs including 4 steel tanks with a total storage capacity of 5.1 million gallons. All of the reservoirs are covered to reduce evaporation and control losses.

Maximum Day Water demand was 12.9 million gallons a day in 2004 and in 2010 the maximum day demand was 9.16 million gallons a day. Peakload water demand is always highest during the hottest summer months and is important to know so that adequate water is available in case of an emergency.

IMPLEMENTATION MEASURES

Government Code 65400 requires the legislative body to consider and adopt reasonable and practical means for implementing the general plan. This is necessary so that the plan will serve as an effective guide for orderly growth and development, preservation and conservation of open-space land and natural resources, and the efficient expenditure of public funds relating to the subjects addressed in the general plan. The State also requires an annual report to the legislative body, State Department of Housing and Community Development (HCD) and State Office of Planning and Research on the status of the plan and progress in implementing the plan. HCD checks to see if the city is making progress in meeting its fair share of regional housing needs.

This section provides an implementation matrix for policies found in the Safety Element. The matrix identifies the policy to be implemented, the implementation measure to be used for that policy, the responsible agency or department that will be implementing the measure, the funding source, and the estimated timeframe to complete the implementation.

Responsible Agency:

All = All Departments	AS = Administrative Services
CD = Community Development	PS = Public Safety
CM = City Manager	P&R = Parks and Recreation

Partnered County Department:

LACoFD = Los Angeles County Fire Department
LASD = Los Angeles County Sheriff's Department
LACPH = Los Angeles County Public Health Department
LACDoA = Los Angeles County Department of Agriculture

Funding Source:

GF = General Fund	SF = State funds
RA = Redevelopment Agency	FF = Federal Funds
G = Grants	OF = Other Funds
DF = Development Fees	

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Implementation Timeframe (or as resources provide):

ST = Short-term by 2025

LT = Long Term by 2030

MT = Mid-term by 2040

On = Ongoing

Table Safe - 1
Safety Element Implementation Measures

Measure #	Implementation Measure	Responsible Agency	Funding Source	Time frame
Safe 1.1.2.1	Update registry of volunteers who live and work in the city and will be able to perform medical assistance, security, and damage assistance in an emergency.	PS	GF, G	ST
Safe 1.1.2.2	Promote training programs on hazard mitigation and disaster planning through the City website.	CM	GF	On
Safe 1.1.2.3	Coordinate with citizen groups, organizations, and volunteers in the Public Safety Department registry to establish procedures for decision-making, and line of command for providing emergency assistance in the event of a natural disaster.	PS	GF	ST
Safe 1.1.3.1	Prepare and implement programs which will help mitigate risk and minimize losses to the most sensitive communities and assets identified in the Climate Change Vulnerability Assessment.	PS	GF, G, FF, SF	ST, On
Safe 1.1.3.2	The City will update the Hazard Mitigation Plan every five years to reduce the risk from hazards by identifying resources, information, and strategies for risk reduction, while helping to guide and coordinate mitigation activities throughout the City.	CD, PS	GF	On
Safe 1.1.4.1	Continue to update and enforce the City's fire and building codes as appropriate.	CD, LACoFD	GF	On
Safe 1.1.4.2	Incorporate climate change vulnerability and climate hazard mitigation into the City's Capital Improvement Plan for new construction and updates to City-owned facilities and infrastructure.	CD	GF	ST
Safe 1.1.5.1	Incorporate fire and police department expansion needs in each year's operating budget as the yearly budget provides.	AS	GF, FF, SF, G	On
Safe 1.1.6.1	Support federal, state, and county regulations pertaining to health and safety, and fire regulations and ordinances. Train City	CM, PS	GF	On

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	personnel to help identify hazardous materials and associated violations.			
Safe 1.1.7.1	Conduct periodic emergency exercises among City staff members and other key personnel and implement and update the City's emergency preparedness plan on an on-going basis.	CM, PS	GF	On
Safe 1.1.7.2	Update the City of Duarte Hazard Mitigation Plan every five years. Periodically update the Emergency Operations Plan.	CD, PS	GF	On
Safe 1.1.8.1	Incorporate standards for emergency services training and emergency responses for climate hazards into Emergency Operations Plan during the next EOP update.	PS, CD	GF	ST
Safe 1.1.8.2	Produce evacuation route maps that incorporate potential road closures and highest-risk areas for each climate hazard (e.g. wildfire, storm flooding).	PS, CD	GF	ST
Safe 1.1.9.1	Develop heat hazard response in next EOP update, and heat hazard mitigation measures in next HMP update. Designate community cooling centers for extreme heat days that are accessible to those living in identified disadvantaged communities within the City.	CD, PS, P&R	GF	ST, MT
Safe 1.1.10.1	City staff will update inventory of water storage facilities and sources of potable water that could be used in the event of an emergency and the means to distribute that water to residents.	CD	GF	ST
Safe 2.1.1.1	Prepare communication materials and support education programs that familiarize the citizens of Duarte with emergency preparedness and procedures to follow in the event of a major disaster. These materials will be posted on the City website in multiple languages as needed to be accessible to both English-speaking and non-English speaking residents.	PS, CM	GF, G	ST
Safe 2.1.2.1	Update and disseminate a disaster preparedness plan to enable the community to be self-sufficient for a minimum of 7 days following a natural or man-made disaster.	PS	G, FF, SF	ST
Safe 2.1.3.1	The City will prepare and distribute educational materials outlining recommendations for stockpiling supplies for employees.	PS	GF	MT
Safe 2.1.4.1	The City will provide communication materials outlining emergency and evacuation procedures to high-occupancy facilities, dependent care centers, and critical facilities managers.	PS	GF	MT
Safe 2.1.5.1	Partner with community groups and neighborhood organizations already engaged with populations at greatest risk to hazards, to increase awareness of evacuation routes, emergency shelters, and City emergency	PS	GF	MT

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	response plans as well as what resources are available to residents.			
Safe 2.1.6.1	Review the early warning system and determine its effectiveness to reach all populations within Duarte, such as non-English speaking individuals.	CM, PS	GF	MT
Safe 2.1.7.1	Partner with the Los Angeles County Department of Public Health to develop and enhance disaster and emergency early warning systems to incorporate objective data and information for potential health threats such as heat-illness, illnesses complicated by low air quality, and precipitation events.	PS, LACPH	GF	MT
Safe 2.1.8.1	Consider establishing a wild animal task force to study providing hard copy and web material on how to store and secure trash; relocation of bear and mountain lions; and installing bear and mountain lion warning signs.	PS	G, SF, FF, GF	ST
Safe 3.1.1.1	Establish a minimum level of emergency service. Ensure that these services are responsive to the community's needs by periodically evaluating these services through the use of surveys and questionnaires.	PS	GF, FF, SF	On
Safe 4.1.2.1	Comply with the provisions of the Alquist-Priolo Act requiring site-specific soils, geologic, or geotechnical engineering studies prior to development approval of sites potentially subject to seismic activities.	CD	GF	On
Safe 4.1.3.1	Require appropriate engineering and design mitigations for new structures proposed in geologic or seismic hazard areas.	CD	GF	On
Safe 5.1.2.1	Continue to participate in the mutual assistance program.	PS	GF	On
Safe 5.1.3.1	Ensure that all buildings and areas are accessible to fire vehicles and firefighting equipment. Support fire department policy of controlled burns in high risk areas.	CD	GF	On
Safe 5.1.4.1	Develop a system of fire hazard mitigations based upon the probability of occurrence and number of people at risk. Replace out-of-date apparatus and equipment on a scheduled basis. Determine peakload water demand and supply.	PS, LACoFD, CD	FF, SF, GF	ST
Safe 6.1.4.1	Prepare and make available educational materials regarding the proper storage and disposal of hazardous materials and e-waste to community members.	PS	GT	LT

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Safety Element Definitions

Active Fault: A fault which has exhibited surface displacement within Holocene time (approximately the past 11,000 years).

Alquist-Priolo Earthquake Fault Zone: A regulatory zone, delineated by the State Geologist, within which site-specific geologic studies are required to identify and avoid fault rupture hazards prior to subdivision of land and/or construction of most structures for human occupancy.

Critical Facility: Facilities that either (1) provide emergency services or (2) house or serve many people who would be injured or killed in case of disaster damage to the facility. Examples include hospitals, fire stations, police and emergency services facilities, utility facilities, and communications facilities.

Development: The physical extension and/or construction of urban land uses. Development activities include: subdivision of land; construction or alteration of structures, roads, utilities, and other facilities; installation of septic systems; grading; deposit of refuse, debris, or fill materials; and clearing of natural vegetative cover (with the exception of agricultural activities). Routine repair and maintenance activities are exempted.

Disadvantaged Community: means an area identified by the California Environmental Protection Agency pursuant to Section 39711 of the Health and Safety Code or an area that is a low-income area that is disproportionately affected by environmental pollution and other hazards that can lead to negative health effects, exposure, or environmental degradation.

Environmental Justice: The fair treatment of people of all races, cultures, and incomes with respect to the development, adoption, implementation, and enforcement of environmental laws, regulations, and policies. (Cal. Gov. Code, § 65040.12, subd. (e).)

Fault: A fracture or zone of closely associated fractures along which rocks on one side have been displaced with respect to those on the other side. A fault zone is a zone of related faults which commonly are braided, but which may be branching. A fault trace is the line formed by the intersection of a fault and the earth's surface.

Flooding: A rise in the level of a water body or the rapid accumulation of runoff, including related mudslides and land subsidence, that results in the temporary inundation of land that is usually dry. Riverine flooding, coastal flooding, mud

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flows, lake flooding, alluvial fan flooding, flash flooding, levee failures, tsunamis, and fluvial stream flooding are among the many forms that flooding takes.

Ground Failure: Mudslide, landslide, liquefaction, or soil compaction.

Hazardous Building: A building that may be hazardous to life in the event of an earthquake because of partial or complete collapse. Hazardous buildings may include:

1. Those constructed prior to the adoption and enforcement of local codes requiring earthquake resistant building design.
2. Those constructed of unreinforced masonry.
3. Those which exhibit any of the following characteristics:
 - exterior parapets or ornamentation which may fall on passersby
 - exterior walls that are not anchored to the floors, roof, or foundation
 - sheeting on roofs or floors incapable of withstanding lateral loads
 - large openings in walls that may cause damage from torsional forces
 - lack of an effective system to resist lateral forces
 - non-ductile concrete frame construction

Hazardous Material: An injurious substance, including pesticides, herbicides, toxic metals and chemicals, liquefied natural gas, explosives, volatile chemicals, and nuclear fuels.

Landslide: A general term for a falling, sliding, or flowing mass of soil, rocks, water, and debris. Includes mudslides, debris flows, and debris torrents.

Liquefaction: A process by which water-saturated granular soils transform from a solid to a liquid state during strong ground shaking.

Peakload Water Supply: The supply of water available to meet both domestic water and firefighting needs during the particular season and time of day when domestic water demand on a water system is at its peak.

Potentially Active Fault: A fault which shows evidence of surface displacement during Quaternary time (the last 2 million years).

Seiche: An earthquake-induced wave in a lake, reservoir, or harbor.

Seismic Hazard Zone: A regulatory zone, delineated by the State Geologist, within which site-specific geologic, soils, and foundation engineering studies are required to identify and avoid earthquake-caused ground-failure hazards, or selected other earthquake hazards, prior to subdivision of land and for

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construction of most structures for human occupancy.

Seismically Induced Surface Rupture: A break in the ground's surface and associated deformation resulting from the movement of a fault.

Subsidence: The gradual, local settling or sinking of the earth's surface with little or no horizontal motion (subsidence is usually the result of gas, oil, or water extraction, hydrocompaction, or peat oxidation, and not the result of a landslide or slope failure).

Tsunami: A wave, commonly called a tidal wave, caused by an underwater seismic disturbance, such as sudden faulting, landslide, or volcanic activity.

Wildland Fire: A fire occurring in a suburban or rural area which contains uncultivated lands, timber, range, watershed, brush, or grasslands. This includes areas where there is a mingling of developed and undeveloped lands.

Assembly Bill 2140 (AB 2140)
Information for Counties and Cities
Version: 1-2022



What is AB 2140?

Passed in 2006, Assembly Bill No. 2140 ([AB 2140](#)) allows California counties and cities to adopt their current, FEMA-approved local hazard mitigation plans (LHMPs) into the Safety Element of their General Plans. This adoption makes the county or city eligible to be considered for part or all its local-share costs on eligible Public Assistance funding to be provided by the state through the California Disaster Assistance Act ([CDAA](#)). For more information regarding public assistance, please visit [Cal OES Public Assistance Division](#).

How Can AB 2140 Help Counties, Cities, and Your Citizens?

CDAA allows the state to pay up to 18.75% of the non-federal share that would otherwise fall upon the county or city to pay for Public Assistance projects when the legislature has passed a bill to allow this additional state funding after a disaster occurs. The usual local share is 25% of the total project cost. If the legislature allows it, counties and cities that are AB 2140 compliant will be eligible to be considered for the remaining 6.25% local share to be funded by the state.

What Do You Need to Know?

- AB 2140 is not a requirement. It is an optional state incentive to help counties and cities become more resilient to natural hazards. Be sure to work with your planning department as the process proceeds.
- Your jurisdiction must have a current, FEMA-approved, or approvable pending adoption (APA) LHMP.
- Be aware that adopting the LHMP with FEMA is a federal requirement and does not make your jurisdiction automatically AB 2140 compliant. AB 2140 is a state incentive and requires adopting your LHMP into the Safety Element of your General Plan. However, both adoptions can take place at the same time using the same adoption resolution.
- The year the LHMP was approved by FEMA must be included in the resolution and Safety Element language.
- AB 2140 compliance expires when the LHMP expires. You must re-adopt when you update your LHMP to continue compliance.
- For multi-jurisdiction LHMPs, each county and city in the LHMP must adopt your annex into your own General Plan Safety Element. Annex jurisdictions are not covered under the county's adoption.
- Special districts are not eligible for AB 2140 compliance.
- **Funding is not guaranteed.**
- Also consider other key legislation that influences General Plans and their Safety Elements, such as SB 379, SB 1000, and SB 1241. For further information, contact Cal OES Mitigation Planning.

What Do You Need to Do to Be AB 2140 Compliant?

1. Complete and submit an LHMP to the Governor's Office of Emergency Services (Cal OES). Cal OES provides an initial review and then will forward the LHMP to FEMA for final formal review and approval.

For questions or assistance, please contact the Cal OES Local Mitigation Planning Unit mitigationplanning@caloes.ca.gov or visit our webpage at: <https://www.caloes.ca.gov/cal-oes-divisions/hazard-mitigation/hazard-mitigation-planning/local-hazard-mitigation-program>.

2. Plan Adoption into the Safety Element

- a. Adopt the LHMP once FEMA has approved the plan pending local adoption (APA). At this time, you may also choose to adopt the LHMP into the Safety Element of your General Plan using the same resolution.
- b. If the LHMP is already adopted and approved by FEMA, you may directly adopt the LHMP into the Safety Element with a new resolution.

3. Adoption Resolution and Safety Element Language

- a. Within the General Plan update adoption resolution, there must be language specific to adopting the LHMP into the safety element, and the resolution must be signed and approved before the LHMP expires. This adoption can occur at the same time the LHMP is adopted to comply with FEMA requirements, or it can occur after the LHMP is approved but before it expires after five years.
- b. The local agency must include language specific to the LHMP within the Safety Element of their General Plan to provide a cross reference. Do not include the date or year of the current LHMP because once the LHMP expires, the jurisdiction will have to replace it with the new LHMP once it is approved. If the Safety Element has the year of the expired LHMP, it will have to be revised.

Here is sample language:

"The Local Hazard Mitigation Plan (LHMP) for the [Add Jurisdiction Name] planning area was developed in accordance with the Disaster Mitigation Act of 2000 (DMA 2000) and followed FEMA's 2011 Local Hazard Mitigation Plan guidance. The LHMP incorporates a process where hazards are identified and profiled, the people and facilities at risk are analyzed, and mitigation actions are developed to reduce or eliminate hazard risk. The implementation of these mitigation actions, which include both short and long-term strategies, involve planning, policy changes, programs, projects, and other activities."

(Add a link to the LHMP within this language)

4. LHMP Accessibility and Links

- a. The current, approved LHMP must be linked electronically to the General Plan. This must be done by including a link within the Safety Element language (see the example above).
- b. A link to the LHMP must also be found on the General Plan web page.

5. E-mail the link to the General plan web page along with a signed, adoption resolution to the Cal OES Mitigation Planning to mitigationplanning@caloes.ca.gov for review and approval.

Frequently Asked Questions

- Q: If a county is AB 2140 compliant, are its cities automatically covered?
A: No. Each county and city must:
a. Have either your own stand-alone LHMP or have an annex in a multi-jurisdiction LHMP.
b. Adopt your stand-alone LHMP or annex into your own General Plan Safety Element.
- Q: Can a jurisdiction obtain AB 2140 compliance before their LHMP is approved pending adoption?
A: No. The LHMP must be either approvable pending adoption or approved before you may adopt to obtain AB2140 compliance.
- Q: Are special districts covered under their county's LHMP since they do not have their own general plan?
A: No. Special districts are not qualified for AB 2140.
- Q: If a county or city becomes AB 2140 compliant, does this compliance last forever?
A: No. AB 2140 compliance expires on the day the LHMP expires. You must re-adopt your LHMP into your General Plan Safety Element each time you update your LHMP.
- Q: Once a county or city becomes AB 2140 compliant, are they guaranteed funding?
A: No. You will be eligible to be considered for additional CDAA funding if the legislature approves it. There is no guarantee of funding.
- Q: Can a city or county adopt their LHMP to obtain AB 2140 compliance at the same time they adopt their LHMP to fulfill the FEMA requirement when the LHMP is approvable pending adoption?
A: Yes, this is a viable option. It is crucial, however, that Cal OES gets a copy of the adoption resolution to ensure compliance. Your jurisdiction is not compliant until Cal OES has documentation.
- Q: Section 65302.6(a) of the legislation states that certain elements shall be included in the LHMP including an initial earthquake performance evaluation of public facilities, an inventory of potentially hazardous private facilities, and a plan to reduce potential risk. What if a jurisdiction's current LHMP does not include these elements? Do they have to revise the LHMP before we can obtain AB 2140 compliance?
A: No. These elements are not required at this time. You may consider including these elements in your next LHMP updates.

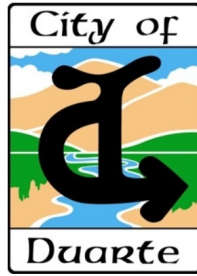
For LHMP and AB 2140 Questions: mitigationplanning@caloes.ca.gov

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ITEM: 10.A

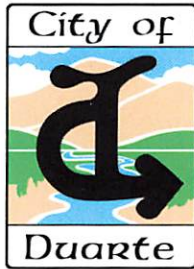
Burrtec Waste Services Annual Performance and Rate Review

Recommended Action:

It is recommended that the City Council approve both the Burrtec Waste Services 2022 Annual Performance Review and Amendment No. 15 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, 2024.

Attachments:

[10A - Burrtec Waste Annual Performance and Rate Review.pdf](#)



AGENDA REPORT

MEETING DATE: November 14, 2023

TO: Mayor and Members of the City Council

FROM: Brian Villalobos, City Manager

BY: Andres Rangel, Assistant to the City Manager

SUBJECT: Burrtec Waste 2022 Annual Performance Review and 2024 Rate Review

RECOMMENDATION: Staff recommends that City Council approve both the Burrtec Waste Services 2022 Annual Performance Review and Amendment No. 15 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, 2024.

FISCAL IMPACT: If proposed, the proposed rate increases would be put into effect January 1, 2024, resulting in an overall increase in City franchise fee revenue for both residential and commercial services.

BACKGROUND

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

Staff's evaluation finds that Burrtec 's 2022 performance complies with the current "Municipal Solid Waste, Recyclables and Green Waste Services Agreement Between the City of Duarte and Burrtec Waste Services" (Agreement).

To assess 2024 proposed rates, staff worked with the City's SB 1383 implementation consultant, R3, to review the cost data and the rate increase information submitted by Burrtec. With R3's assistance, staff confirmed that the cost calculations are consistent with the provisions in the Agreement and that the rate adjustments Burrtec is seeking are comparable to adjustments being made statewide due to increases caused by SB 1383 implementation and outside factors beyond Burrtec and the City's control. The rate adjustments being proposed consist of the following:

- Service CPI of 5.01 percent increase
- Fuel Index: Compressed Natural Gas at 34.70 percent increase
- City Fees (no change)

- Disposal and Processing Components
 - Trash: \$3.79 amount increase
 - Mixed Organic Waste: \$6.90 amount increase
 - Recyclables: \$38.62 amount increase
- SB 1383 Administrative Fee (no change)

Given the rising costs outside of their control, particularly in relation to recycling, staff concluded that Burrtec's request for an 8.80 percent residential increase, effective January 1, 2024, is justified.

To offset the substantial increases from recycling costs, for amendment No. 15, the City is subsidizing commercial and multi-family recycling bin costs for this year.

A refuse survey conducted in October 2023 shows that the City of Duarte's refuse rates are among the lowest one-third of cities surveyed in the San Gabriel Valley for residential services, even with the proposed rate increase.

City staff is recommending that the City Council approve Burrtec's 2022 Performance Review of services, 2024 rate request, and Agreement Amendment No. 15 which would extend the contract period to December 31, 2033, and put into effect new waste rates as of January 1, 2024.

PERFORMANCE REVIEW BACKGROUND

Burrtec is required to submit to the City prior to October 1st of each calendar year the agreed-upon documentation for the City to complete an Annual Performance Review. Staff must review the documentation and meet with Burrtec to discuss and provide any performance feedback prior to December 15th of that calendar year. Once this process is complete, the document is presented to Council for acceptance. The current Agreement has an end date of December 31, 2032. 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, 2033, if City Council approves and accepts the 2022 Annual Performance Review.

The Public Services Commission received a presentation on the performance review at a Meeting held on November 8, 2023. They did not have any concerns or feedback regarding the Performance Review.

The 2022 Burrtec Waste Services Annual Performance Review is an approximately 89-page document detailing 13 performance elements including exhibits and findings. It focuses on the period of January 1, 2022, through December 31, 2022. The performance elements are as follows:

- Payment of fees to the City
- No charge of services to City facilities
- Offering specialty services
- Providing a high level of customer service
- Licenses
- Insurance/bonds
- Monthly waste generation reports

- Education and outreach
- Operations
- Vehicles
- Mandatory commercial and multi-family recycling
- Mandatory commercial organics Assembly Bill 1826 (“AB 1826”)
- Short-Lived Climate Pollutant Reduction Strategy SB 1383

Burrtec Waste Services met expectations in 2022 for all performance standards. A few highlights include:

- Fulfilling 1,854 bulky item/e-waste collection requests equating to 241.54 tons of bulky items/e-waste materials;
- Collecting 61 pounds of sharps from residential customers;
- Partnering on community clean-up events on May 14th (47.49 tons collected, 15.24 tons of compost distributed) and November 19th (35.78 tons collected, 9.63 tons of compost distributed);
- Implementation of SB 1383 programs for compliance.

Assembly Bill 341 - Mandatory Commercial/Multi-family Recycling (AB 341) Compliance: Mandatory Commercial Recycling compliance of commercial and multi-family unit accounts increased from about 86 percent in 2021 to about 94 percent in 2022. Progress in compliance is largely due the substantial amount of outreach and education Burrtec and the City disseminate to its multi-family and commercial accounts. Non-compliance mailings were also sent out to non-compliant accounts, which resulted in customers requesting a no charge waste assessment to determine the ideal solid waste, disposal, and recycling services programs for their specific generation volumes.

Assembly Bill 1826 - Mandatory Commercial Organics (AB 1826) Compliance: Businesses that generated two cubic yards or more of organic waste per week were required to arrange for organic waste recycling services. Compliance across all accounts increased from 2021 to 2022. Compliant food waste accounts increased from 74 percent to approximately 90 percent. Compliant green waste accounts increased from 76 percent to 89 percent, compliant green waste accounts of five or more units increased from 72 percent to 94 percent. Like AB 341, ample outreach was conducted to accounts such as mailing newsletters to all commercial and multi-family accounts in April and October 2022, as well as non-compliance mailers to commercial accounts who were not subscribed to an organics program.

Senate Bill 1383 – Short-Lived Climate Pollutant Reduction Strategy (SB 1383): SB 1383 is intended to improve air quality by reducing greenhouse gas emissions from organic waste disposal by separating and recycling organic waste, recovering and redistributing edible food, conserving natural resources, and preserving limited landfill space. In 2022, almost 92 percent commercial food waste accounts were compliant. All multi-family accounts were compliant. SB 1383 education and outreach was similar to both AB 1826 and AB 341 outreach strategies.

PERFORMANCE REVIEW FINDINGS

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

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

- Maintaining compliance in AB 341 and AB 1826
- Continuing to implement SB 1383 program elements to meet State mandates such as addressing recovered organic waste product procurement goals

RATE REVIEW BACKGROUND

The original Burrtec Agreement sets forth a specific formula by which rates are to be adjusted over time. On September 28, 2023, Burrtec submitted its original request for adjustments to its residential, commercial and roll off rates to become effective January 1, 2024. The City's responsibility is to review the rates proposed by Burrtec and confirm that the calculations are correct. The contract rate review provisions are as follows:

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

On October 25, 2023, Burrtec informed City staff that they had received a letter from Waste Management notifying of increased processing costs at the Azusa Transfer and Materials Recovery Facility for commingled organics and municipal solid waste going into effect December 1, 2023. Burrtec submitted a revised request reflecting the Azusa Transfer and Materials Recovery Facility rate changes on October 31, 2023.

Due to the increased requirement of organics materials processing and the complicated nature of processing these materials to comply with SB 1383, facilities statewide have increased processing rates. The proposed 2024 rates reflect current markets continuing to adjust to these new policies.

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

RATE REVIEW DISCUSSION

Refuse, Organics, and Recycling Rate Analysis:

Historically, components included in the rate calculation consist of disposal rates, the CPI change as measured by the percent change from July in the previous year to July of the rate review year; and the change in the average price per gallon of fuel based on the U.S. Dept. of Energy Alternative Fuel Pricing Report. The price for fuel was particularly high this calendar year, a 34.70% increase from last year. Additionally, the recycling market continues to be volatile, as increased recycling costs has substantially increased recycling rates.

Cost Component	2023 (per ton)	2024 (per ton)	Amount Increase
Trash Disposal	\$68.70	\$72.49	\$3.79
Mixed Organic Waste	\$125.00	\$131.90	\$6.90
Recyclables	\$5.18	\$43.80	\$38.62

Residential Rates:

Burrtec is seeking an increase in residential rates of 8.80 percent or \$3.07 for the most common residential service (90/60/60).

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 recycling and fuel costs, staff concluded that Burrtec's request for an 8.80 percent residential increase, effective January 1, 2024, is justified.

A refuse survey conducted in November 2023 shows that the City of Duarte's residential refuse rates are among the lowest one-third of cities surveyed in the San Gabriel Valley, even with the proposed rate increase. The chart illustrates the most common forms of service – residential (90-60-60) and commercial 3-yard trash bin serviced once per week.

2023 Rate Survey			
City	Hauler	Residential Total	Commercial Total
La Verne	Waste Mgt.	\$31.94	\$178.64
Duarte - current	Burrtec	\$34.91	\$238.06
Pomona	Athens	\$35.50	\$355.70
Arcadia	Waste Mgt.	\$35.98	Hauler determines rates
Duarte - proposed	Burrtec	\$37.98	\$241.28
Azusa	Athens	\$41.04	\$235.10
Glendora	Athens	\$41.10	\$261.50
Claremont	City	\$42.48	\$171.86
Monrovia	Athens	\$42.80	\$258.92
San Dimas	Waste Mgt.	\$43.45	\$210.75
Covina	Athens	\$44.35	\$244.42
Diamond Bar	Waste Mgt./ Valley Vista	\$45.96	\$165.80
South Pasadena	Athens	\$54.93 including pull out service	\$194.85

Residential Refuse and Recycling Rate (90/60/60)

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

Residential Refuse and Recycling Rate (90/60/60)			
Residential Rate	2023	Proposed 2024	Amount Change
Base Monthly Rate	\$30.72	\$33.42	\$2.70
Franchise Fee	\$4.19	\$4.56	\$0.37
Total	\$34.91	\$37.98	\$3.07

Residential Street Sweeping: Burrtec is also requesting a 5.01 percent cost increase for street sweeping which is equivalent to the contract CPI adjustment provision.

Residential Street Sweeping		
Residential Rate	2023	Proposed 2024
Base Monthly Rate	\$1.89	\$1.98
Franchise Fee	\$0.26	\$0.27
Total	\$2.15	\$2.25

Commercial Refuse, Organics, Roll-Off, Recycling & Street Sweeping Rate Analysis:

As seen in Residential disposal rates, recycling costs have resulted in steep rate increases. California State AB 341 and AB 1826 require the compliance of businesses and multi-family residential dwellings in mandatory commercial solid waste and organics recycling.

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

Commercial Refuse, Organics, Roll-Off, & Recycling Rate Analysis				
Service	2023	Proposed 2024	Increase	Percent Change
Trash - Commercial one 3-yard bin, one time/week	\$238.06	\$241.28	\$3.22	1.35%
Trash - Multi-Family one 3-yard bin, one time/week	\$266.66	\$270.19	\$3.53	1.32%
Green Waste one 3-yard bin, one time/week	\$242.18	\$256.55	\$14.37	5.93%
Recyclables one 3-yard bin, one time/week	\$146.41	\$153.49	\$7.08	4.84%
Food Waste one 65-gallon, one time/week	\$56.71	\$59.88	\$3.17	5.59%

Commercial Street Sweeping: Burrtec is also requesting a 5.01 percent cost increase for street

sweeping which is approximately equal to the contract CPI adjustment provision.

Commercial Street Sweeping		
Commercial Street Sweeping	2023	Proposed 2024
Commercial Rate	\$3.52	\$3.70
Base Monthly Rate	\$0.62	\$0.65
Total	\$4.14	\$4.35

RECOMMENDATION

Staff recommends that City Council approve both the Burrtec Waste Services 2022 Annual Performance Review and Amendment No. 15 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, 2024.

FISCAL IMPACT

If approved, the proposed rate increases would be put into effect January 1, 2024, resulting in an overall increase in the City franchise fee revenue for both residential and commercial services.

ATTACHMENTS

Attachment A: Annual Performance Review

Attachment B: Burrtec Rate Sheet with Standard Rate Increase

Attachment C: Amendment No. 15



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



City of Duarte

2022 Annual Performance Review

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SECTION 1 – EXECUTIVE SUMMARY

A. Executive Summary

Background

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

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

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

The scope of the performance review may include items such as an audit of payment records to the City, review of customer service levels and billing, a review of customer calls and service requests, and a review of Burrtec's compliance with the terms of the Agreement. This review encompasses Burrtec's performance from January 1, 2022, through December 31, 2022.

B. Audit Results

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

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

- ✓ Implementing collection systems specifically designed to source separate materials from the waste stream to maximize diversion and minimize contamination.
- ✓ Collaborating in education and outreach activities, informing the community of program participation requirements.
- ✓ Engaging in procuring renewable organic waste products such as compost and mulch.
- ✓ Documenting and recording each activity to demonstrate regulatory achievements and progress toward compliance initiatives.

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

SECTION 2 – PERFORMANCE REVIEW ELEMENTS

A. Payment of Fees to the City

1. Franchise Fees

Background

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

1. 15% of gross annual revenues received from commercial customers and all commercial services
2. 12% of gross annual revenues received from residential customers and all residential services

Findings

Burrtec pays franchise fees quarterly to the City. The following summarizes the amounts paid in 2022. Copies of the submitted Franchise Fee Worksheets were reviewed and are included in the appendix section.

Quarter	Gross Receipts	Franchise Fees	Date
1 st	\$1,256,726.56	\$173,884.28	3/31/22
2 nd	\$1,232,855.23	\$171,036.99	6/30/22
3 rd	\$1,138,963.29	\$159,237.61	9/30/22
4 th	\$1,245,261.38	\$172,026.51	12/31/22
2022 Total	\$4,873,806.46	\$676,185.39	
2021 Total	\$4,210,823.98	\$584,429.65	

2. AB 939 Fees

Background

Section 5.12 of the Agreement states Burrtec shall make an annual payment to the City for AB 9393 administration. The amount at the execution of the agreement was \$40,000, which is subject to annual CPI adjustments.

Findings

The following table summarizes the amounts paid for the annual AB 9393 fees:

Year	Amount
2022	\$79,017.95
2021	\$73,945.30

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. Food waste services will be expanded per City request as needed. The regular collection services provided are summarized below.

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

C. Services

1. Christmas Tree Collection and Recycling Program

Background

Section 4.01c(3) of the Agreement requires the annual collection of Christmas Trees from December 26 through January 15. Contractor shall notify customers by mail of the collection dates. Collected trees shall be delivered to a green waste or composting facility for diversion.

Findings

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

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

Year	Tons Collected
2022	7.43
2021	14.32

2. Aid to Handicapped and Frail

Background

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

Findings

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

Year	Services Provided
2022	25
2021	22

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
2022	236	\$26.43
2021	217	\$24.34

4. Respond to Service Complaints and Complaint Report

Background

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

Findings

Reported service complaints and misses are responded to and addressed by the Route Supervisor and Division Manager as appropriate. Supervisory staff personally visit customers onsite for specific issues as needed. On an annual basis Burrtec provides service to approximately 14,452 barrels (4,665 barrel customers), over 258 bins (149 bin customers) and on-call services to a monthly average of 31 roll-off customers.

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	6	0
SB 1383 Complaints	0	0	0
Complaints	0	0	20
Damages	0	0	0
Misses	67	157	0
2022 Total	67	163	20
2021 Total	83	146	0

5. Respond to Complaint Regarding Graffiti or Disrepair

Background

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

Findings

The following table summarizes the exchanges for various reasons:

Year	Barrel	Bins
2022	1126	33
2021	1,253	52

6. Office Hours

Background

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

Findings

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

7. Bulky Items

i. Residential

Background

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

Findings

The table below summarizes the bulky items requests and tonnage during 2022. 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
2022	425	460	501	468	1,854

2021	411	500	477	446	1,834
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Bulky Item Tonnage

Year	Refuse	Tin / White	E-Waste	Metal	Tires
2022	217.09	0.45	10.44	14.01	0.00
2021	216.89	25.22	9.29	8.84	0.03

ii. Multi-family

Background

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

Findings

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

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

Background

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

Findings

Burrtec provided a Community Clean-Up on May 14th and November 19th.

- Community Clean up- May 14th at the Duarte Performing Arts Center
 - Debris collected - 47.49 tons which included:
 - Trash 32.03 tons
 - Green Waste 0.37 tons
 - Metal 2.57 tons
 - Inert 9.26 tons
 - E-Waste 0.73 tons
 - Shredded Paper 2.53 tons
 - Compost Giveaway
 - 15.24 tons
- Community Clean up –November 19th at the Duarte Performing Arts Center
 - Debris collected – 35.78 tons which included:

- Trash 24.85 tons
- Green Waste 1.35 tons
- Metal 3.81 tons
- Inert 2.0 tons
- E-waste 1.30 tons
- Shredded Paper 2.47 tons
- Compost Giveaway
 - 9.63 tons

9. Sharps and Used Oil Collection

Background

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

Findings

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

Year	Containers	Pounds
2022	7	73
2021	14	147

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

Year	Containers
2022	0
2021	0

10. Construction and Demolition Roll-Off Recycling

Background

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

Findings

A construction and demolition (C&D) roll-off collection and recycling program has been developed to allow demolition and building contractors a convenient means of diverting recyclable materials that complies with the 65% State mandated diversion requirement. C&D materials are delivered to fully permitted facilities that specialize in processing and recycling construction and demolition materials. In addition, the

City and Burrtec work cooperatively to monitor and document compliance with the State's citywide C&D recycling requirements.

11. Street Sweeping

Background

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

Findings

The street sweeping services continued during 2022, as required. The alternate side-alternate day schedule was selected as the most practical program to provide flexible parking and clear access for the street sweeper in residential areas. The City's mandatory no parking program, which launched in June 2019, has been effective in providing access to the curb and gutter for more efficient street debris removal.

Year	Street Sweeping Tonnage
2022	363.00
2021	391.50

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, 2023 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 2022 gross receipts of \$4,873,806.46 Burrtec provided a bond in the amount of \$360,000. 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. Waste Generation Reports

Background

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

Findings

Waste Generation and Diversion Reports are submitted to the City on a quarterly basis. A copy of the 2022 waste generation and diversion report is included in the appendix section.

G. Outreach

1. Public Education

Background

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

Findings

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

<u>Date</u>	<u>Description</u>
01/22	Winter Residential Newsletter
01/26	Senate Bill 1383 and Your Business Flyer
02/22	Sustainability Update Buck Slip
04/22	Spring Residential Newsletter Multifamily Bulky Item Pick up Info
04/22	Commercial Spring Newsletter
05/22	MCR/MORE Food and Green Waste Commercial Non-Compliance Mailer Commercial Recycling, Food Waste Recycling and Green Waste Recycling flyer
07/22	Summer Residential Newsletter
08/03	Printed 1,000 Decals for City and Burrtec Food Waste Recycling Promotional Activities
08/05	Residential Food Waste Recycling Oversized Postcard
08/06	The Food Waste Recycling Program: How to Participate
10/22	Fall Residential Newsletter
10/22	Commercial Fall Newsletter

2. Community Involvement

Background

Section 4.05 and Exhibit 3.05 of the Agreement states the Contractor shall implement its Public Education Plan to include public awareness and education campaigns targeting the Chamber of Commerce, service clubs, youth group, community activity

sponsorships, and service contributions, youth sports program sponsorships and school district youth club sponsorships and incentives.

Findings

The below table provides a summary of the events that Burrtec conducted in 2022. These events focused primarily on SB 1383 implementation.

<u>Date</u>	<u>Description</u>
01/26/2022	SB 1383 Program Presentation to Duarte Rotary Club
05/14/2022	Spring Community Clean up, Compost Giveaway, and Shred Fest Event.
07/13/2022	SB 1383 Public Service Commission Presentation
08/06/2022	Touch-A-Truck Event Booth
08/10/2022	Residential FW Program presentation to Council
08/10/2022	Concerts in the Park Event Booth
09/14/2022	Duarte Chamber Farmers Market Event Booth
09/24/2022	Duarte City Picnic Event Booth and FW Pail Giveaway
11/19/2022	Fall Community Clean-up, Compost Giveaway, and Shred Fest Event

H. Operations

1. Safety Record

Background

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

Findings

While not universal, a company's safety record often indicates the overall effectiveness of its management and operations. During 2022, Burrtec had no incidents to report to state regulatory agencies.

2. Vehicle Maintenance

Background

Section 4.01g(6) and Exhibit 30.1d(1) of Agreement Amendment No. 6 requires at all times maintain vehicles in good condition in accordance with the maintenance protocol contained in Exhibit 3.01d(2), so that they operate properly and safely.

Contractor acknowledges that it is important to the City that Contractor present a professional and pleasing image. Therefore, Contractor shall wash all vehicles at least once each week and shall repaint all vehicles (including trim) as needed or at the City's request in order to maintain trucks in good condition.

Findings

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

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

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

3. Container Maintenance

Background

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

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

All automated containers and bins will be maintained at the local Burrtec yard. Maintenance procedures include steam cleaning, component replacement, welding, lubrication, painting, and signage.

Findings

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

Year	Barrels	Bins
2022	1,163	48
2021	1,162	51

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

I. Vehicles

1. Alternative Fuel

Background

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

Findings

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

Unit #	Year	Type	VIN	Fuel
1936	2016	Front End Loader	5VCACLE6GH220343	CNG
1471	2009	Front End Loader	5VCDC6LEX9H209041	CNG
1508	2009	Automated	3BPZL20XXAF107910	CNG
1636	2010	Automated	3BPZL20XXAF110080	CNG
1639	2010	Automated	3BPZL20X5AF110083	CNG
1642	2010	Automated	3BPZL20X0AF110086	CNG
1897	2015	Roll-Off	5VCACLE5FH218629	CNG

Burrtec installed an onsite time-fill compressed natural gas system to fuel the alternative fuel fleet.

2. Noise Testing

Background

Section 4.01g(1)(i) of Agreement Amendment No. 6 indicates noise levels generated by vehicles using compaction mechanisms during the stationary compaction

process shall not exceed seventy-five decibels at a distance of twenty-five feet from the collection vehicle measured at an elevation of five feet above ground level using the "A" scale of a standard sound level meter at slow response, or Applicable Law, whichever is more stringent. Contractor shall cause the collection vehicles to be tested upon City request by an independent testing authority and shall submit a certificate of testing showing that the vehicles meet the requirements of this Section.

Findings

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

J. Mandatory Commercial and Multi-Family Recycling

1. AB 341 Compliance

Background

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

Findings

With the implementation of AB 341, Burrtec prepared and mailed newsletters to all commercial and multi-family customers that included Mandatory Commercial Recycling, (AB 341) requirements targeted April and October 2022 (copies included in the appendix section). In addition, a non-compliance mailing was sent out in May 2022 for commercial customers not subscribed to a recycling program. In response to the mailings, certain customers requested a no charge waste assessment to determine the ideal solid waste, disposal and recycling services programs for their specific generation volumes.

The following table summarizes the AB 341 status as of December 2022:

	Commercial Accounts	2022	2021
MCR Accounts 4YD Min	Recycling Subscriptions	84	79
	Shared Recycling Bin	6	5
	3 rd Party/Self-Haul	13	13
	Exemptions	7	4
	Not Compliant	8	18
	Total MCR Business Accounts	118	119

	Multi-Family Accounts	2022	2021
MCR Accounts 5 Units +	Recycling Subscriptions	48	44
	Shared Recycling Bin	0	0
	3 rd Party/Self-Haul	2	2
	Exemptions	0	0
	Not Compliant	2	5
	Total MCR Multifamily Accounts	52	51

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

2. Commercial Recycling Barrels

Background

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

Findings

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

K. Mandatory Commercial Organics AB 1826.

Background

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

Findings

With the implementation of AB 1826, Burrtec prepared and mailed newsletters to all commercial and multi-family customers that included Mandatory Organic Recycling (AB 1826) requirements in April and October 2022 (copies included in the appendix section). Burrtec offers a 65-gallon food waste barrel to assist low-volume generators with AB 1826 compliance. In addition, a non-compliance mailing was sent to commercial customers not subscribed to an organics program in May 2022.

The following table summarizes the AB 1826 status as of December 2022.

	Commercial Accounts	2022	2021
MORe Food Waste Accounts 4YD Min	Food Waste Subscriptions	41	24
	Shared Recycling Bin	2	2
	3 rd Party/Self-Haul	6	16
	Exemptions	110	91
	Not Compliant	18	46
	Total MORe Business Accounts	177	169
MORe Green Waste Accounts 4YD Min	Green Waste Subscriptions	17	8
	Shared Recycling Bin	2	1
	3 rd Party/Self-Haul	65	50
	Exemptions	73	69
	Not Compliant	20	41
	Total MORe Business Accounts	177	169
	Multi-Family Accounts	2021	2021
MORe Green Waste Accounts 5 Units + / 4YD Min	Food Waste Subscriptions	15	7
	Shared Recycling Bin	0	0
	3 rd Party/Self-Haul	14	10
	Exemptions	19	19
	Not Compliant	3	14
	Total MORe Multi-Family Accounts	51	50

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

L. Short-Lived Climate Pollutant Reduction Strategy SB 1383

1. SB 1383 Compliance

Background

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

Findings

Burrtec has sent education and outreach materials to all residential, commercial, and multi-family customers regarding the Mandatory Organics Recycling requirements

under SB 1383. Copies of these materials can be found in the appendix. Furthermore, a non-compliance mailing was sent to commercial and multi-family customers not subscribed to an organics program in May 2022.

The following table summarizes the City's SB 1383 status as of December 31, 2022. Burrtec and city staff continue to collaborate in working with customers to meet state mandates.

	Commercial Accounts	2022
SB 1383 Food Waste Accounts	Food Waste Subscriptions	107
	Exemptions	75
	Not Compliant	16
	Total SB 1383 Business Accounts	198

	Multi-Family Accounts	2022
SB 1383 Food Waste Accounts	Food Waste Subscriptions	29
	Exemptions	22
	Not Compliant	0
	Total SB 1383 Multi-Family Accounts	51

2. Collection Systems

Background

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

Findings

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

3. Recordkeeping

Background

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

Findings

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

4. Compliance Monitoring & Enforcement

Background

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

Findings

In 2022, Burrtec conducted 30 waste assessments and completed three unique route reviews in the commercial sector. Burrtec will continue to work with City staff cooperatively to maximize voluntary compliance in residential, commercial, and multi-family sectors.

5. Education, Outreach, & Community Involvement

Background

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

Findings

With the implementation of SB 1383, Burrtec prepared and mailed outreach materials to all residential, commercial, and multi-family customers. Newsletters included the Mandatory Organics Recycling (SB 1383) requirements in July and October 2022 (copies included in the appendix section). In addition, a non-compliance mailing was sent to commercial customers not subscribed to an organics program in May 2022. Burrtec also developed organics social media messages that were shared with the city. Moreover, Burrtec engaged with generators by participating in community events and

giving presentations at community meetings. Education and outreach topics included, but were not limited to the following:

- Information related to the public health and safety and environmental impacts associated with the landfill disposal of organic waste.
- Information regarding the methane reduction benefits of reducing the landfill disposal of organic waste, and the methods of organic waste recovery.
- Information on methods for: the prevention of organic waste generation, recycling organic waste on-site, sending organic waste to community composting, and any other local requirements regarding organic waste.
- Information on the organic waste generator's requirements to properly separate materials in appropriate containers.
- Information about commercial edible food generator requirements

6. Procurement

Background

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

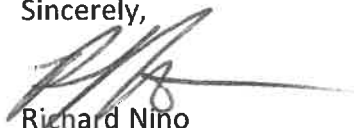
Findings

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

<u>Date</u>	<u>Description</u>
05/14/2022	Spring Community Clean up, Compost Giveaway, and Shred Fest Event. Compost Giveaway Total: 15.24 tons
11/19/2022	Fall Community Clean-up, Compost Giveaway, and Shred Fest Event Compost Giveaway Total: 9.63 tons

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

Sincerely,



Richard Nino
Vice President
/go

APPENDIX

FRANCHISE FEE WORKSHEETS

Burrtec Waste Services LLC
City Of Duarte
For the Quarter Ended:

3/31/2022

Cash Receipts	Commercial BGID: 508,509,510,511	Rolloff BGID: 512, 813	Residential BGID: 507, 551	Total
January-22	\$ 186,815.30	\$ 38,434.06	\$ 335,122.21	\$ 560,371.57
February-22	\$ 162,554.92	\$ 89,663.72	\$ 84,915.30	\$ 337,133.94
March-22	\$ 205,618.50	\$ 86,149.59	\$ 67,452.96	\$ 359,221.05
Total Gross Receipts	\$ 554,988.72	\$ 214,247.37	\$ 487,490.47	\$ 1,256,726.56
Franchise Fee %	15.00%	15.00%	12.00%	
Franchise Fee	\$ 83,248.31	\$ 32,137.11	\$ 58,498.86	\$ 173,884.28

Burrtec Waste Services LLC
City Of Duarte
For the Quarter Ended:

6/30/2022

Cash Receipts	Commercial BGID: 508,509,510,511	Rolloff BGID: 512, 813	Residential BGID: 507, 551	Total
April-22	\$ 166,201.18	\$ 80,666.55	\$ 361,055.28	\$ 607,923.01
May-22	\$ 190,587.74	\$ 36,248.08	\$ 51,943.74	\$ 278,779.56
June-22	\$ 180,354.71	\$ 115,753.89	\$ 50,044.06	\$ 346,152.66
Total Gross Receipts	\$ 537,143.63	\$ 232,668.52	\$ 463,043.08	\$ 1,232,855.23
Franchise Fee %	15.00%	15.00%	12.00%	
Franchise Fee	\$ 80,571.54	\$ 34,900.28	\$ 55,565.17	\$ 171,036.99

Burrtec Waste Services LLC
City Of Duarte
For the Quarter Ended:

9/30/2022

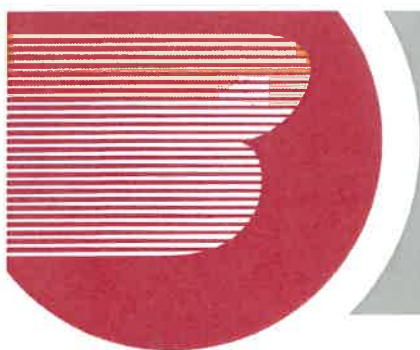
Cash Receipts	Commercial BGID: 508,509,510,511	Rolloff BGID: 512, 813	Residential BGID: 507, 551	Total
July-22	\$ 142,135.42	\$ 62,373.59	\$ 242,154.25	\$ 446,663.26
August-22	\$ 162,170.98	\$ 83,035.43	\$ 59,547.28	\$ 304,753.69
September-22	\$ 246,280.11	\$ 56,071.35	\$ 85,194.88	\$ 387,546.34
Total Gross Receipts	\$ 550,586.51	\$ 201,480.37	\$ 386,896.41	\$ 1,138,963.29
Franchise Fee %	15.00%	15.00%	12.00%	
Franchise Fee	\$ 82,587.98	\$ 30,222.06	\$ 46,427.57	\$ 159,237.61

Burrtec Waste Services LLC
City Of Duarte
For the Quarter Ended:

12/31/2022

Cash Receipts	Commercial BGID: 508,509,510,511	Rolloff BGID: 512, 813	Residential BGID: 507, 551	Total
October-22	\$ 169,365.68	\$ 106,835.49	\$ 395,195.60	\$ 671,396.77
November-22	\$ 177,211.47	\$ 31,486.64	\$ 59,686.28	\$ 268,384.39
December-22	\$ 181,173.16	\$ 87,098.93	\$ 37,208.13	\$ 305,480.22
Total Gross Receipts	\$ 527,750.31	\$ 225,421.06	\$ 492,090.01	\$ 1,245,261.38
Franchise Fee %	15.00%	15.00%	12.00%	
Franchise Fee	\$ 79,162.55	\$ 33,813.16	\$ 59,050.80	\$ 172,026.51

OUTREACH & EDUCATIONAL MATERIAL



Winter 2021/2022

BURRTEC NEWS

WASTE AND RECYCLING NEWSLETTER

Sponsored by Burrtec Waste Services for the City of Duarte Residents

Congratulations to the 2021 Recycle Right Contest Winners!

*March 2021 - Teri S.
April 2021 - Sanae B.*

Contact Information

Burrtec Waste Services
1017 West Gladstone Street
Azusa, CA 91702

Automated Payment Service
(866) 306-9004

Customer Service
(626) 932-1558

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

Website
Burrtec.com/Duarte

Follow us on



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.

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 feet and over need to be cut in half. Please take all ornaments, lights, and metal stands off of the tree. Flocked trees will not be recycled. They will be collected as trash. Flocked trees 6 feet and over also need to be cut in half.

'Tis the Season to be Green Holiday Tips

• Use Reusable Bags

Whether it's shopping for the holidays or picking up groceries, using a reusable shopping bag saves you money, reduces pollution and conserves precious resources. They also make great gift bags!

• Shop Sustainably

eGift cards are convenient and do not create waste. Consider finding gifts such as collectables and vintage items through virtual thrift stores or online material exchange groups. Make it the new place for all your gift giving needs.

• Say "Happy Holidays" in a Sustainable Way

Create your own homemade holiday cards, buy cards made from recycled material or send them electronically.

• 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.

Start the New Year by choosing reusables instead of single-use products such as plastic bags, plates, cups and utensils.

Are You Ready To Recycle Your Food Waste?

California passed a law, Senate Bill 1383, to improve air quality by reducing greenhouse gas emissions from organic waste disposal such as food and landscape waste. Cal Recycle reports that landfilled organic waste decomposes and generates methane gas which is a significant source of greenhouse gas (GHG) emissions contributing to global climate change. Reducing methane gas through actions like organic waste recycling will reduce emissions and the impacts of climate change. To comply with this mandate, communities will be required to start a Food Waste Recycling Program for residential customers. More information will be provided once the program is developed. For more information, please visit: www.calrecycle.ca.gov/climate/slcp

Begin To Do Your Part in Reducing Organic Waste

- Store food properly to avoid spoiling
- Eat leftovers before preparing a new meal
- Compost your food scraps at home
- Buy only what you need
- Practice smart shopping by sticking to your shopping list



Holiday Schedule

Please note that services are interrupted on the following holidays:

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



*Due to the 2021 Christmas and 2022 New Year's Day holidays on Saturday, there will be no service interruptions or delays during the holiday weeks.



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.

Do You Have.....The Right Stuff?!

Residents who recycle correctly help keep rates lower for everyone and lower the amount of trash going to the landfill! You can help by taking the Recycling Challenge!!!

Win \$100 if you recycle the right stuff!

Burrtec will award two participating residents with a \$ 100 prize (or account credit) if they are selected and keep their recycling, green waste and trash in the right barrel.

How To Participate:

- Fill out entry form and send it to Burrtec.
- Keep trash out of your recycling and green waste barrels.
- Keep recyclables and green waste out of your trash barrel(s).
- Entries will be selected at random - one per month (March and April 2022).

Black Barrel (Acceptable Items)

- 
- | | |
|-------------------|-------------------------|
| ✓ Animal waste | ✓ Kitty litter |
| ✓ Bathroom waste | ✓ Mirrors |
| ✓ Broken toys | ✓ Palm fronds |
| ✓ Bubble wrap | ✓ Pet food bags |
| ✓ Carpet | ✓ Pizza boxes |
| ✓ Ceramic glass | ✓ Rubber hoses |
| ✓ Clothes hangers | ✓ Soiled paper products |
| ✓ Diapers | |

Green Barrel (Acceptable Items)

- 
- | | |
|-------------------|------------------|
| ✓ Grass clippings | ✓ Small branches |
| ✓ Leaves | ✓ Tree trimmings |
| ✓ Prunings | ✓ Twigs |
| ✓ Shrub trimmings | ✓ Weeds |

Blue Barrel (Acceptable Items)

- 
- ✓ Aerosol cans (completely empty)
 - ✓ Aluminum cans
 - ✓ Brochures
 - ✓ Cardboard
 - ✓ Cereal boxes (no wax paper lining)
 - ✓ Coupons
 - ✓ Envelopes
 - ✓ Glass bottles, jars
 - ✓ Glass cosmetic bottles
 - ✓ Junk mail
 - ✓ Laundry bottles
 - ✓ Magazines/catalogs
 - ✓ Newspaper
 - ✓ Paper
 - ✓ Paper tubes
 - ✓ Phone books
 - ✓ Plastic containers
 - ✓ Plastic milk jugs
 - ✓ Tin cans
 - ✓ Tissue boxes
 - ✓ Wrapping paper

Please send your completed form to Burrtec using one of the options below:

Mail: P.O. Box 1026
Duarte, CA 91702

Email: bws@burrtec.com

Fax: (626) 932-1578

*Winner may be recognized at a City Council meeting.
Photograph(s) and/or digital image(s) may be used in
news releases and/or educational materials.*

Entry Form
(Please Print)



*Or scan to
enter
online!*

Print Name: _____

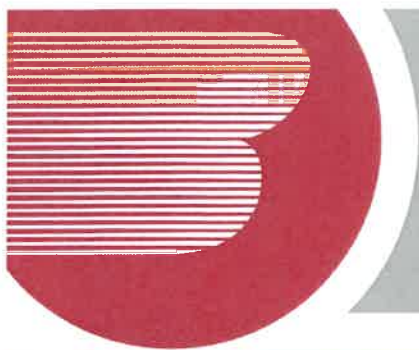
Address: _____

City/State/Zip: _____

Phone Number: _____

Email Address: _____

Signature: _____ Date: _____



invierno 2021/2022

BURRTEC NEWS

INFORMACIÓN DE DESECHOS Y RECICLAJE

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

¡Felicitaciones a los ganadores del concurso Recycle Right 2021!

marzo de 2021 - Teri S.
abril de 2021 - Sanae B.

Información de Contacto

Burrtec Waste Services

1017 West Gladstone Street
Azusa, CA 91702

Servicio de Pago Automatizado

(866) 306-9004

Servicio al Cliente

(626) 932-1558

Horas de oficina

Monday-Friday
8:00 am to 5:00 pm

Página web

Burrtec.com/Duarte

Siganos en



Basura Sobrante de Días Festivos

Aproximadamente el 80% de los desperdicios navideños son reciclables. Todas las cajas de regalo, papel de regalo, tarjetas y los empaquetados de cartón son elementos que pueden colocarse en su barril de reciclaje. Burrtec recogerá el exceso de basura y materiales reciclables de los días festivos. Comenzando el día después de Navidad por aproximadamente una semana, coloque el exceso de basura / reciclables de las festividades en bolsas junto a sus contenedores el día de su recolección.

Los Días Festivos se Acercan Pronto!

Burrtec recolectará y reciclará árboles de Navidad de residencias familiares. Por favor coloque su árbol en la acera después de Navidad en su día de su recolección regular. Burrtec ofrecerá este servicio durante aproximadamente un período de dos semanas después del día de Navidad. Los árboles de 6 pies o más deben cortarse por mitad. Por favor quite todos los adornos, luces y soportes de metal de su árbol. Los árboles flocados no serán reciclados, serán recolectados como basura. Los árboles flocados de 6 pies o más también deben cortarse por la mitad.

‘Es la temporada de ser sostenible’ Consejos para días Festivos

• Utilice bolsas reutilizables

Ya sea que esté comprando para las fiestas o recogiendo alimentos, usar una bolsa de compras reutilizable le ahorra dinero, reduce la contaminación y conserva recursos valiosos. ¡También son estupendas bolsas de regalo!

• Compre de manera sostenible

Las tarjetas de regalo electrónicas son convenientes y no generan desperdicio. Considere la posibilidad de encontrar obsequios, como artículos de colección y artículos antiguos, a través de tiendas de segunda mano virtuales o grupos de intercambio de material en línea. Conviértalo en el nuevo lugar para todas sus necesidades.

• Diga “Felices vacaciones” de una manera sostenible

Cree sus propias tarjetas navideñas caseras, compre tarjetas hechas con material reciclado o envíelas electrónicamente.

• Reduzca Basura durante Días Festivos!

Done juguetes usables, ropa, bicicletas y artículos electrónicos a las organizaciones benéficas públicas locales. El Salvation Army y Goodwill son algunas 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.

Comience el año nuevo eligiendo productos reutilizables en lugar de productos de un solo uso como bolsas de plástico, platos, vasos y utensilios.

¿Está Listo Para Reciclar sus Residuos de Comida?

California aprobó una ley, el Proyecto de Ley del Senado 1383, con el objetivo de mejorar la calidad del aire reduciendo emisiones negativas del desperdicio de alimentos y los residuos del paisaje que se entregan a los vertederos. Para cumplir con este mandato, las comunidades tendrán que iniciar un programa de residuos de alimentos para los clientes residenciales. Una vez que se desarrolla el programa se proporcionará más información. Para más detalles, visite: www.calrecycle.ca.gov/climate/slcip

Haga Su Parte En La Reducción De Los Desechos Orgánicos

- Almacene los alimentos correctamente para evitar que se echen a perder.
- Consuma la comida sobrante antes de preparar comida nueva.
- Haga abono en casa utilizando sus restos de comida.
- Compre solamente lo que necesite.
- Practique las compras inteligentes haciendo una lista antemano y apéguese a ella.



Horario Festivo

No hay servicio en días feriados.

Año Nuevo* | Día de Acción de Gracias | Día de los Caídos
Día de la Independencia | Día de Navidad* | Día del Trabajo



*La Navidad de 2021 y el Día de Año Nuevo de 2022 caen en sábado, no habrá interrupciones ni retrasos en el servicio durante las semanas festivas.



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.

¿TIENE LO QUE SE NECESITA?

Los residentes que reciclen correctamente ayudan a mantener las tarifas más bajas para todos y reducen la cantidad de basura que va al vertedero! ¡Usted puede ayudar participando en el reto de reciclaje!!!

¡Gane \$ 100 si usted recicla el material correcto!

Burrtec premiará a dos (2) residentes participantes con un premio de \$100 si son elegidos y si mantienen los materiales correctos en los contenedores de reciclaje, residuos verdes y basura.

Como participar:

- Llene el formulario de inscripción y envíelo a Burrtec.
- Mantenga la basura fuera de sus contenedores de reciclaje y residuos verdes.
- Mantenga los materiales reciclables y los desechos verdes fuera de su (s) barril (es) de basura.
- Las entradas se seleccionarán al azar: una por mes (marzo y abril 2022).

Barril de basura (Artículos aceptables)

- ✓ Alfombra
- ✓ Arena higiénica absorbente para gatos
- ✓ Bolsas de comida para mascotas
- ✓ Cajas de pizza
- ✓ Envoltura de burbujitas de plástico
- ✓ Espejos
- ✓ Ganchos de ropa
- ✓ Hojas de palma
- ✓ Juguetes rotos
- ✓ Mangueras de goma
- ✓ Pañales
- ✓ Productos de papel sucios
- ✓ Residuos de animales
- ✓ Residuos de baño
- ✓ Vidrio cerámico

Barril de reciclaje (Artículos aceptables)

- ✓ Botellas cosméticas de vidrio
- ✓ Botellas de lavandería
- ✓ Botellas de vidrio, frascos
- ✓ Cajas de pañuelos
- ✓ Cajas de cereales (no forro de papel de cera)
- ✓ Cartón
- ✓ Correo no deseado
- ✓ Cupones
- ✓ Folletos
- ✓ Guías telefónicas
- ✓ Jarras de leche de plástico
- ✓ Latas de aerosol (completamente vacías)
- ✓ Latas de aluminio
- ✓ Latas de estaño
- ✓ Papel
- ✓ Papel de envolver
- ✓ Periódico
- ✓ Recipientes de plástico
- ✓ Revistas / catálogos
- ✓ Sobres
- ✓ Tubos de papel

Barril de residuos verdes (Artículos aceptables)

- ✓ Arbustos recortados
- ✓ Hojas
- ✓ Malezas
- ✓ Podas
- ✓ Ramas pequeñas
- ✓ Ramitas
- ✓ Recortes de árboles
- ✓ Recortes de césped

Por favor envíe su formulario completado a Burrtec usando uno de las siguientes opciones:

Correo: P.O. Box 1026
Duarte, CA 91702

Correo electrónico:
bws@burrtec.com

Fax:
(626) 932-1578

El ganador puede ser reconocido en una junta del Ayuntamiento. Se pueden utilizar fotografías y / o imágenes digitales en comunicados de prensa y / o materiales educativos.

Formulario de entrada

(Por favor use letra de molde)



o escanee para completar el formulario en línea.

Nombre: _____

Dirección: _____

Número de teléfono: _____

Correo electrónico: _____

Firma: _____ Fecha: _____

SENATE BILL 1383

AND YOUR BUSINESS

WHY IS ORGANIC WASTE A PROBLEM?

- Organic waste in landfills accounts for 20 percent of the methane gas generated in California. The state agency CalRecycle reports that the super-pollutant methane has a short life span, but a long-term impact on the climate. Targeting methane reductions in emissions is an effective mechanism for combating climate change and moving toward a more sustainable future.
- The implementation of the state's organic waste reduction regulations adopted under Senate Bill 1383 (Short Lived Climate Pollutants) is the next critical step to protect our communities and our environment from the impacts of climate change.

HOW ARE BUSINESSES AFFECTED?

Under SB 1383, businesses are required to:

- Subscribe to organic waste collection service provided by Burrtec.
- Ensure employees, contractors, tenants, and customers have access to an adequate number, size, and location of containers with appropriate labels and container color.
- Provide containers for the collection of all waste streams including trash, food waste and recyclables in all areas where disposal containers are provided for customers, except for restrooms.
- Provide information to new tenants before or within 14 days of occupation of the premises.
- Prohibit employees from placing organic waste in a container not designated to receive organic waste.

WHAT ARE THE ADDITIONAL REQUIREMENTS?

If your business is a supermarket, grocery store, food service provider, distributor, or wholesale food vendor, you are classified as a tier one commercial edible food generator and have additional requirements such as:

- Not intentionally spoil edible food that is capable of being recovered by a food recovery organization or service.
- Arranging via contract with a food recovery organization or service to recover the maximum amount of edible food that would be redistributed for human consumption.

Follow Burrtec or visit Burrtec.com to learn more about:



Information on methods for the prevention of organic waste generation, recycling organic waste on-site, sending organic waste to community composting, and any other local requirements regarding organic waste.



A list of food recovery organizations and food recovery services.



Information on how to minimize the creation of food waste, utilize the food recovery organizations for excess edible food waste, ensure edible food waste is not intentionally spoiled, and document edible food waste contributions to the program.



EL PROYECTO DE LEY DEL SENADO 1383 Y SU NEGOCIO

¿POR QUÉ LOS RESIDUOS ORGÁNICOS SON UN PROBLEMA?

- Los desechos orgánicos en los vertederos representan el 20 por ciento del gas metano generado en California. La agencia estatal CalRecycle informa que el super contaminante metano tiene una vida útil corta, pero un impacto a largo plazo en el clima. La meta de reducción de metano en las emisiones es un mecanismo eficaz para combatir el cambio climático y avanzar hacia un futuro más sostenible.
- La implementación de las regulaciones de reducción de desechos orgánicos del estado adoptadas bajo el Proyecto de Ley del Senado 1383 (Contaminantes Climáticos de Vida Corta) es el próximo paso crítico para proteger a nuestras comunidades y nuestro medio ambiente de los impactos del cambio climático.

¿CÓMO SE AFECTAN LOS NEGOCIOS?

Bajo SB 1383, los negocios deben:

- Suscribirse al servicio de recogida de residuos orgánicos de Burrtec.
- Asegurarse de que los empleados, contratistas, inquilinos y clientes tengan acceso a un número adecuado, tamaño y ubicación de los contenedores con las etiquetas y el color de contenedor adecuado.
- Proporcionar recipientes para la recolección de todos los flujos de desechos, incluida la basura, los desechos de comida y los materiales reciclables en todas las áreas donde se le proporcionen recipientes a los clientes para desechar, excepto en los baños.
- Proporcionar información a los nuevos inquilinos antes o dentro de los 14 días posteriores a la ocupación del local.
- Prohibir a los empleados depositar desechos orgánicos en un contenedor no designado para recibir desechos orgánicos.

¿CUÁLES SON LOS REQUISITOS ADICIONALES?

Si su empresa es un supermercado, una tienda de abarrotes, un proveedor de servicios de alimentos, un distribuidor o un vendedor mayorista de alimentos, se le clasifica como un generador comercial de alimentos comestibles de primer nivel y tiene requisitos adicionales como:

- No estropear intencionalmente alimentos comestibles que puedan ser recuperados por una organización o servicio de recuperación de alimentos.
- Hacer arreglos mediante un contrato con una organización o servicio de recuperación de alimentos para recuperar la cantidad máxima de alimentos comestibles que se redistribuirían para el consumo humano.

Siga a Burrtec o visite Burrtec.com para obtener más información sobre:



Métodos para la prevención de la generación de desechos orgánicos, reciclaje de desechos orgánicos en el sitio, envío de desechos orgánicos a compostaje comunitario y cualquier otro requisito local con respecto a los desechos orgánicos.



Una lista de organizaciones de recuperación de alimentos y servicios de recuperación de alimentos.



Información sobre cómo minimizar la creación de desperdicios de alimentos, utilizar las organizaciones de recuperación de alimentos para el exceso de desperdicios de alimentos comestibles, asegurarse de que los desperdicios de alimentos comestibles no se echen a perder intencionalmente y documentar las contribuciones de desperdicios de alimentos comestibles al programa.



SENATE BILL 1383

The California Senate passed a bill requiring a **75% reduction in organic waste disposal by 2025.**

All residences and commercial businesses will be required to participate in this program to **recycle organic waste, including food waste.**



SCAN TO LEARN MORE

SUSTAINABILITY UPDATE

The 2022 **FOOD WASTE** Recycling Program and **YOU!**

The California Senate passed a bill to **improve air quality and reduce greenhouse gas emissions.** CalRecycle reports that landfilled organic waste (including food waste) decomposes in landfills and generates greenhouse gases contributing to global climate change. Starting in 2022, all California residents will be required to participate in a Food Waste Recycling Program in order to comply with **Senate Bill 1383.**

Stay tuned for more information regarding the program in your community.



23831B

PROYECTO DE LEY DEL SENADO 1383

El Senado de California aprobó un proyecto de ley que requiere una reducción del **75% en la eliminación de desechos de comida para 2025.**

Se requerirá que todas las residencias y negocios comerciales participen en este programa para reciclar **desechos orgánicos, incluidos los desechos de comida.**

ACTUALIZACIÓN DE SOSTENIBILIDAD

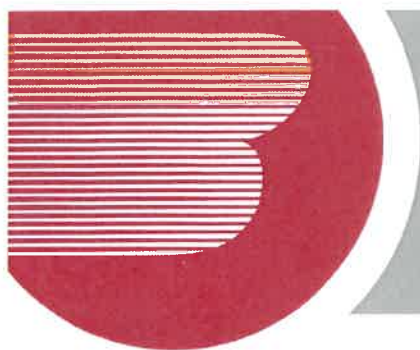
¡El Programa de Reciclaje de **DESECHOS DE COMIDA** 2022 y **USTED!**

El Senado de California aprobó un proyecto de ley para **mejorar la calidad del aire y reducir las emisiones de gases de efecto invernadero.** CalRecycle informa que los residuos orgánicos en el vertedero (incluyendo los residuos de alimentos) se descomponen en vertederos y generan gases de efecto invernadero que contribuyen al cambio climático global. A partir del 2022, todos los residentes de California serán requeridos a participar en un Programa de Reciclaje de Desechos de Comida para cumplir con el **Proyecto de Ley Senatorial 1383.**

Permanezca atento para obtener más información sobre el programa en su comunidad.



23831B



Spring 2022

BURRTEC NEWS

WASTE AND RECYCLING NEWSLETTER

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

Community Clean Up!

• Saturday, May 14, 2022 •

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

Please bring your Burrtec trash bill for proof of residency.

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

Acceptable Items

Appliances

- ✓ Dishwashers
- ✓ Refrigerators
- ✓ Stoves
- ✓ Washers & dryers
- ✓ Water heaters

Furniture

- ✓ Chairs
- ✓ Couches
- ✓ Mattresses
- ✓ Tables

Others

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

Contact Information

Burrtec Waste Services

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 a.m. to 5:00 p.m.

Website

Burrtec.com/Duarte

Follow us on



Are You Ready To Recycle Your Food Waste?

California passed a law, Senate Bill 1383, with a goal to improve air quality by reducing negative emissions from food waste and landscape waste being delivered to landfills. To achieve this mandate, communities will have to begin a Food Waste Recycling Program for residential customers. More information will be provided once the program is developed. For more information, please visit: www.calrecycle.ca.gov/climate/slcp

Begin To Do Your Part in Reducing Organic Waste

- Store food properly to avoid spoiling
- Eat leftovers before preparing a new meal
- Compost or vermicompost at home with your food scraps
- Buy only what you need
- Practice smart shopping by sticking to your shopping list



Shred Event

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

Where: Civic Center Parking Lot (1600 Huntington Drive)

Residents should enter from Pops Road.

Date: May 14, 2022 - Saturday **Time:** 8AM to 2PM

What to bring old bank statements, old pay stubs, credit card applications, old papers with personal information. No binders please.

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

Sponsored by the City of Duarte and Burrtec



Compost Giveaway - Free to Duarte Residents

Where: Civic Center Parking Lot (1600 Huntington Drive)

Residents should enter from Pops Road.

Date: May 14, 2022 - 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.

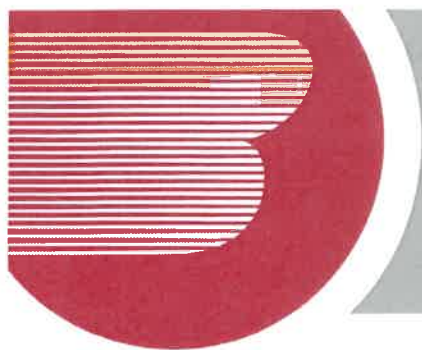


Holiday Schedule

Please note that services are interrupted on the following holidays:

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

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



primavera 2022

BURRTEC NEWS

INFORMACIÓN DE DESECHOS Y RECICLAJE

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

Información de Contacto

Burrtec Waste Services
1017 West Gladstone Street
Azusa, CA 91702

Servicio de Pago Automatizado
(866) 306-9004

Servicio al Cliente
(800) 325-9417

Horas de oficina
Monday-Friday
8:00 a.m. to 5:00 p.m.

Página web
Burrtec.com/Duarte

Siganos en



¿Está Listo Para Reciclar sus Residuos de Comida?

California aprobó una ley, el Proyecto de Ley del Senado 1383, con el objetivo de mejorar la calidad del aire reduciendo emisiones negativas del desperdicio de alimentos y los residuos del paisaje que se entregan a los vertederos. Para cumplir con este mandato, las comunidades tendrán que iniciar un programa de residuos de alimentos para los clientes residenciales. Una vez que se desarrolla el programa se proporcionará más información. Para más detalles, visite: www.calrecycle.ca.gov/climate/slc

Haga Su Parte En La Reducción De Los Desechos Orgánicos

- Almacene los alimentos correctamente para evitar que se echen a perder.
- Consuma la comida sobrante antes de preparar comida nueva.
- Haga abono en casa utilizando sus restos de comida.
- Compre solamente lo que necesite.
- Practique las compras inteligentes haciendo una lista antemano y apéguese a ella.



¡Limpieza en la comunidad!

• sábado, mayo 15, 2022 •

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

Destrucción 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: Civic Center Parking Lot (1600 Huntington Drive)

Residents should enter from Pops Road.

Fecha: mayo 15, 2022, sábado **Hora:** 8AM - 2PM

Para obtener más información, por favor llame Burrtec al (800) 325-9417.

Patrocinado por la ciudad de Duarte y Burrtec.



Reparto de abono gratis - Gratis para los residentes de Duarte

Dónde: Civic Center Parking Lot (1600 Huntington Drive)

Residents should enter from Pops Road.

Fecha: mayo 15, 2022, 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.



Horario Festivo

No hay servicio en días feriados.

Año Nuevo | Día de Acción de Gracias | Día de los Caídos
Día de la Independencia | Día de Navidad | Día del Trabajo

Cuando el día festivo cae en un día entre semana, la semana se retrasa por un día. No hay interrupción de servicio o retraso cuando el día festivo cae en sábado o domingo.



Dear Property Owners and Managers,

Burrtec is pleased to share with you the Multifamily Bulky Item Pick-up program an expanded service for multifamily residents. The program is designed for residential discards of bulky items. Bulky items are those household items that are not disposed of in your solid waste bin container. Bulky items include, but are not limited to:

- | | | |
|--------------------|--------------------------|---------------|
| • Chairs | • Furniture | • Sofas |
| • Couches | • Lamps | • Stoves |
| • Computers | • Laundry/Dryer machines | • Tables |
| • Desks | • Mattresses | • Televisions |
| • Dishwashers | • Microwaves | • Toys |
| • Dressers | • Nightstands | |
| • Electronic Waste | • Refrigerators | |

Facility residents are asked to place unwanted bulky items next to the bin or bin enclosure and Burrtec will collect these items at no additional cost. Please do not place bulky items inside trash or recycling container(s), or place in any manner that would interfere with the regular trash service. Collection will be provided once a week for all discarded bulky items. This program is not designed for facility renovation waste. Enclosed are several flyers that can be used to inform your tenants of the new program.

Non-acceptable Items: Household hazardous waste (such as paint, used motor oil and filters, household cleaners, fluorescent light). Properly disposing of these items is made easy thanks to the Los Angeles County Department of Public Works local collection roundups. For additional information, visit <https://dpw.lacounty.gov/epd/hhw/hhw> to view the collection roundup schedule.

If you have any questions regarding the Multifamily Bulky Item Pick-up program, please contact Burrtec's Customer Service at (800) 325-9417. Remember to Help KEEP DUARTE CLEAN!

Thank you,

Burrtec Waste Industries, Inc.



Estimados propietarios y administradores:

Burrtec se complace en compartir con usted el programa Multifamily Bulky Item Pick-up, un servicio ampliado para residentes multifamiliares. El programa está diseñado para desechos residenciales de artículos voluminosos. Los artículos voluminosos son aquellos artículos domésticos que no se desechan en su contenedor de basura sólida. Los artículos voluminosos incluyen, entre otros:

- | | | |
|---------------|--------------------------------|---------------------|
| • Sillas | • Electrónicos | • Mesillas de noche |
| • Sofás | • Muebles | • Refrigeradores |
| • Ordenadores | • Lámparas | • Estufas |
| • Escritorios | • Máquinas de lavar / secadora | • Mesas |
| • Lavaplatos | • Colchones | • Televisores |
| • Cómodas | • Microondas | • Juguetes |

Se les pide a los residentes de las instalaciones que coloquen los artículos voluminosos no deseados al lado del contenedor o en el cercamiento y Burrtec recogerá estos artículos sin costo adicional. No coloque artículos voluminosos dentro de la basura o contenedores de reciclaje, ni los coloque de ninguna manera que pueda interferir con el servicio regular de basura. La recolección se realizará una vez a la semana para todos los artículos voluminosos desechados. Este programa no está diseñado para residuos de renovación de instalaciones. Se adjuntan varios folletos que pueden utilizarse para informar a sus inquilinos sobre el nuevo programa.

Artículos no aceptables: Desechos domésticos peligrosos (como pintura, aceite de motor y filtros usados, limpiadores domésticos, luces fluorescentes). La eliminación adecuada de estos artículos es fácil gracias a la redadas de recolección local del Departamento de Obras Públicas del Condado de Los Ángeles. Para obtener información adicional y para ver el cronograma de recolección, visite <https://pw.lacounty.gov/epd/hhw/Hhw>.

Si tiene alguna pregunta sobre el programa de recogida de artículos multifamiliares voluminosos, comuníquese con el Servicio de atención al cliente de Burrtec al (800) 325-9417. Recuerde: ¡Ayude a MANTENER LIMPIA la ciudad de DUARTE!

Gracias,

Burrtec Waste Industries, Inc.

Multifamily Bulky Item Pickup

Burrtec will collect bulky items at your multifamily complex. Facility residents can place unwanted bulky items next to the bin or bin enclosure and Burrtec will take care of it.



PLACE UNWANTED FURNITURE
AND APPLIANCES NEXT TO THE
BIN OR BIN ENCLOSURE

DO NOT PLACE BULKY ITEMS IN BIN

COLOQUE MUEBLES Y
ELECTRODOMÉSTICOS NO
DESEADOS AL LADO DEL
CONTENEDOR O EN EL CERCAMIENTO

NO COLOQUE ARTÍCULOS VOLUMINOSOS
DENTRO DEL CONTENEDOR



HOUSEHOLD HAZARDOUS WASTE DISPOSAL

Household hazardous waste (such as paint, used motor oil and filters, household cleaners, fluorescent lights) are not accepted. Properly disposing of these items is made easy thanks to the Los Angeles County Department of Public Works local collection roundups. For additional information, visit <https://pw.lacounty.gov/epd/hhw/Hhw> and to view the collection schedule.

DESECHOS PELIGROSOS DEL HOGAR

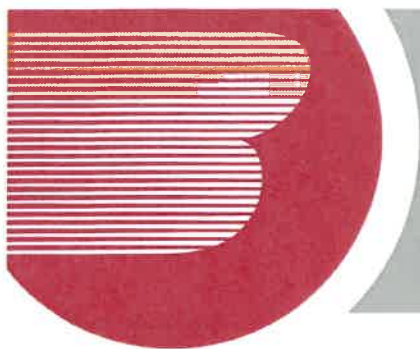
No se aceptan residuos peligrosos del hogar (como pintura, aceite de motor y filtros usados, limpiadores domésticos, luces fluorescentes). La eliminación adecuada de estos artículos es fácil gracias a las redadas de recolección locales del Departamento de Obras Públicas del Condado de Los Ángeles. Para obtener información adicional y para ver el cronograma de recolección, visite <https://pw.lacounty.gov/epd/hhw/Hhw>.



BURRTEC
“We’ll Take Care Of It”

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Spring 2022

BURRTEC NEWS

WASTE AND RECYCLING NEWSLETTER

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

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



What is organic waste?

Organic waste is any material that is biodegradable and comes from either a plant or an animal.

Examples of organic waste include the following material types:

- Food waste
- Food scraps
- Non-edible food
- Food soiled paper
- Non-hazardous wood waste
- Green waste (known as landscape or pruning waste)

Holiday Schedule

No service on these holidays

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

Organic Materials



Organics Recycling, Are You In Compliance?

The state of California approved Assembly Bill 1826 which set forth statewide mandatory commercial organic waste recycling. The City of Duarte adopted a Mandatory Organics Commercial Recycling Ordinance No. 903 (6.09.070). Businesses, including a commercial or public entity that generates more than two cubic yards of solid waste per week or a multifamily residential dwelling or mobile home park of five units or more generating two or more cubic yards of solid waste per week were required to arrange for organic recycling services which began August 27, 2021. Please note that Multifamily dwellings and mobile home parks is specific to green waste recycling only (not food waste). Organic waste means food waste, green waste, landscape and pruning waste and non-hazardous wood waste.

The State requirements specify that applicable business waste generators:

- Separate organic waste from other waste and participate in a waste recycling service that includes collection and recycling of organic waste; or
- Recycle its organic waste on site, or self-haul its organic waste off-site for recycling; or
- Donate to an eligible recipient.

Call Burrtec's Customer Service at (800) 325-9417 to schedule a complimentary waste, recycling and organics assessment.

Sustainability Update

The 2022 FOOD WASTE Recycling Program and YOU!

The California Senate passed a bill to **improve air quality and reduce greenhouse gas emissions**. CalRecycle reports that landfilled organic waste (including food waste) decomposes in landfills and generates greenhouse gases contributing to global climate change. Starting in 2022, all California residents will be required to participate in a Food Waste Recycling Program in order to comply with **Senate Bill 1383**.

Senate Bill 1383 requires a **75% reduction in organic waste disposal statewide by 2025**.



SCAN TO LEARN MORE

All residences and commercial businesses will be required to participate in this program to **recycle organic waste, including food waste**.

Stay tuned for more information about when these new programs will start in your neighborhood.

Multifamily Bulky Item Pickup

Burrtec will collect bulky items at your multifamily complex. Facility residents can place unwanted bulky items next to the bin or bin enclosure and Burrtec will take care of it.



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
at (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



Developed in conjunction with the City of Duarte and Burrtec Waste Industries, Inc.



Make Your Recycling Program a Success!

Ensuring the success of your recycling program depends on a few key elements; most importantly assistance from employees and/or residents.

Here are a few pointers to get you started in the right direction:

-  Post signage to remind employees and/or residents to recycle specific items (cardboard, paper, etc.). Communication is essential! Newsletters and flyers also reinforce the message.
-  Placement of recycling containers next to trash containers increases the chances of getting more recyclables into the correct container.
-  Emptying recycling containers into the proper recycling bin will ensure that your business or multi-family residential dwelling is doing their part to lower costs and reduce landfill waste.

Attention Food Service Providers

Existing state law requires certain businesses to implement a recycling and organics program. The law which went into effect July 1, 2020, requires food establishments that provide trash containers for products purchased and consumed on the premises to also provide properly labeled containers for recyclables and organic waste (food waste). These containers must be placed adjacent to trash containers.

AB 827 applies to limited-service restaurants such as those restaurants where customers order and pay at the counter and bus their own tables after eating. The law will affect restaurants, malls, and other businesses that serve food. Full-service food establishments that do not provide access to trash containers for products consumed on the premises will be exempt, as food workers will likely separate post-consumer food waste and recyclables in the dish washing areas.



Highlights:

- AB 827 requires collection containers at the front-of-house to be visible, accessible and labeled.
- This law affects businesses that sell products that are meant for immediate consumption.
- Full-service restaurants where employees bus and clean tables are exempt but must provide labeled collection containers adjacent to trash containers for employees/staff to separate post-consumer recyclables and organics.

For further information regarding this law, please visit <https://www.calrecycle.ca.gov>

May 10, 2022

Subject: NOTICE OF NON-COMPLIANCE
City to Implement Mandatory Commercial Recycling Program

Dear Customer:

Under state law, businesses are required to participate in specific programs to minimize organic waste going to the landfill. This letter is to inform you of the mandatory commercial recycling program that affects your business and community.

Assembly Bill 341 (AB 341) set forth mandatory statewide commercial recycling requirements that became effective July 1, 2012. This bill now requires businesses generating more than four (4) cubic yards of solid waste per week to arrange for recycling services. Recycling the following materials: plastic containers, cardboard products, paper products, metal products, glass, and other items.

City of Duarte Municipal Code 903, Section 6.09.07 requires enforcement that Duarte businesses subject to AB 341 comply with state recycling requirements.

Our records indicate your business or property generates **recycling** and is not in compliance with Mandatory Commercial Recycling, as required by state law and Duarte municipal code. You are required to separate out your recycling waste from garbage and ensure that it is not disposed. The easiest way to do this by participating in Burrtec's recycling collection program. You are required to sign up for enough service that you can separate out all your recycling. Burrtec has since conducted waste assessments to all businesses and has previously notified you in making any necessary service changes to comply with the law.

The City of Duarte has authorized Burrtec to deliver a recycling container to those businesses who remain non-compliant, at the minimum service level allowed for recycling. This will include one (1) 65-gallon recycling container that will be collected at a minimum of once per week (additional/alternative containers and service frequencies are available). **Your service begins the week of May 23, 2022.** All businesses will be responsible for the securing of all containers and will also be responsible for the replacement cost if lost or stolen. A minimum monthly fee of \$15.85 will be added to your existing Burrtec solid waste bill once your service begins.

If you meet certain requirements, you may qualify for a program exemption. Please complete and return the enclosed compliance form or scan the QR code and complete the survey online.

Thank you for your support and cooperation. If you have any questions, please contact our Customer Service Office at (800) 325-9417.

Sincerely,

Burrtec Waste Industries Inc.



RECYCLING SERVICES

- ✓ On-site consultation to customize a recycling plan
- ✓ Recycling guide to help identify what items can be recycled
- ✓ Recycling collection
- ✓ Recycling bin containers
- ✓ Barrel recycling
- ✓ containers for locations with storage limitations
- ✓ Roll Off containers

Whether it's called dumpster diving or scavenging, it is the unauthorized removal of solid waste materials. Materials placed in a recycling bin have a value that is used to offset collection and processing costs. When a scavenger breaks the law and removes those materials they are also removing any value associated with the recycling program, which ultimately affects costs.



SCAVENGING IS ILLEGAL!



If you see a scavenger, do not approach them! Report illegal activity to local law enforcement. Also, please help us help you. Do not give permission to scavengers to take recyclables.



MANDATORY

COMMERCIAL SOLID WASTE RECYCLING PROGRAM



BURRTEC.COM



BURRTEC
"We'll Take Care Of It"

IS YOUR BUSINESS OR MULTI-FAMILY PROPERTY AFFECTED?

State legislation mandates businesses and public entities generating four (4) cubic yards or more of waste per week and multifamily residential dwellings with five (5) units or more to recycle.



WHAT CAN BE RECYCLED?

AB 827

California also requires food establishments that provide trash containers for products purchased and consumed on the premises to also provide properly labeled containers for recyclables and food waste. These containers must be placed adjacent to trash containers.

REQUIREMENTS

A property owner of a commercial business or a multifamily residential dwelling should require tenants to source separate their recyclable materials to aid in compliance.

COMPLIANCE

It is critical that recyclables comply with the program and are free of contamination. Loads with contamination may be rejected from entering the recycling process and subject to additional handling fees.

For more information visit:
CalRecycle.ca.gov
Burrtec.com

ACCEPTABLE ITEMS

- ✓ Aerosol cans
- ✓ Aluminum cans
- ✓ Brochures
- ✓ Cardboard
- ✓ Cartons
- ✓ Cereal boxes, no lining
- ✓ Computer paper
- ✓ Coupons
- ✓ Envelopes
- ✓ Glass bottles & jars
- ✓ Glass cosmetic bottles
- ✓ Junk mail
- ✓ Laundry bottles
- ✓ Ledger paper
- ✓ Magazines/catalogs
- ✓ Metal clothes hangers
- ✓ Newspaper
- ✓ Paper
- ✓ Paper tubes
- ✓ Phone books
- ✓ Plastic containers
- ✓ Plastic milk jugs
- ✓ Styrofoam*
- ✓ Tin cans
- ✓ Tissue boxes
- ✓ Wrapping paper

NON ACCEPTABLE ITEMS

- ✗ Bubble wrap
- ✗ Carpet
- ✗ Ceramic dishes & cups
- ✗ Clothing
- ✗ Diapers
- ✗ Drinking glasses
- ✗ Electronics
- ✗ Furniture & fabric products
- ✗ Garden hoses
- ✗ Light bulbs
- ✗ Metal lawn furniture
- ✗ Mirrors
- ✗ Pet food bags
- ✗ Pizza boxes, soiled
- ✗ Plastic lawn furniture
- ✗ Plastic play pools
- ✗ Plastic toys
- ✗ Safety glass
- ✗ Stuffed animals
- ✗ Soiled aluminum foil
- ✗ Used paper plates
- ✗ Used tissue products
- ✗ Water hoses
- ✗ Wax paper
- ✗ Windows

*Not all areas recycle Styrofoam.
 Please contact Customer Service for details.



May 10, 2022

Subject: NOTICE OF NON-COMPLIANCE
City to Implement Mandatory Commercial Organics Program

Dear Customer:

Under state law, businesses are required to participate in specific programs to minimize organic waste going to the landfill. This letter is to inform you of the mandatory organics recycling program that affects your business and community.

Assembly Bill 1826 (AB 1826) set forth mandatory statewide commercial organics recycling requirements that became effective April 1, 2014. This bill now requires businesses generating more than two (2) cubic yards of solid waste per week to arrange for organic recycling services. Organic waste means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.

City of Duarte Municipal Code 903, Section 6.09.07 requires enforcement that Duarte businesses subject to AB 1826 comply with state recycling requirements.

Our records indicate your business or property generates **food waste** and is not in compliance with Mandatory Commercial Organics Recycling, as required by state law and Duarte municipal code. You are required to separate out your organic waste from garbage and recyclables and ensure that it is not disposed. The easiest way to do this is by participating in Burrtec's organics collection program. You are required to sign up for enough service that you can separate out all your organic waste. Burrtec has since conducted waste assessments to all businesses and has previously notified you in making any necessary service changes to comply with the law.

The City of Duarte has authorized Burrtec to deliver a food waste recycling container to those businesses who remain non-compliant, at the minimum service level allowed for food waste recycling. This will include one (1) 65-gallon food waste container that will be collected at a minimum of once per week (additional/alternative containers and service frequencies are available). **Your service begins the week of May 23, 2022.** All businesses will be responsible for the securing of all containers and will also be responsible for the replacement cost if lost or stolen. A minimum monthly fee of \$52.11 will be added to your existing Burrtec solid waste bill once your service begins.

If you meet certain requirements, you may qualify for a program exemption. Please complete and return the enclosed compliance form or scan the QR code and complete the survey online.

Thank you for your support and cooperation. If you have any questions, please contact our Customer Service Office at (800) 325-9417.

Sincerely,

Burrtec Waste Industries Inc.



COMPOSTING

Organic material collected from source separated food waste programs that is taken to the Material Recovery Facility is mixed with green waste to produce nutrient-rich compost. The complete composting process takes approximately three months.



Separated food waste is also processed into a slurry for use in Anaerobic Digestion (AD). AD is a biological process that produces a bio gas from organic wastes. The AD process consists of the conversion of decomposed matter to organic acids that become methane gas. This gas is used to produce energy as well as sustain the AD process itself.



ANAEROBIC DIGESTION PREPARATION



MANDATORY

COMMERCIAL FOOD WASTE RECYCLING PROGRAM



BURRTEC.COM



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"We'll Take Care Of It"

WHY RECYCLE FOOD WASTE?

Rather than sending food waste to landfills, Burrtec helps its customers manage their food waste through source reduction, food rescue programs, composting and anaerobic digestion. In addition to doing the right thing for our environment, the following legislation requires organics recycling in California.

EFFECTIVE 2020

Mandatory Commercial Organics Recycling requires businesses and public entities, generating 2-cubic yards or more of solid waste to establish a commercial organics recycling program.

SB 1383

Organic Waste Methane Emissions Reductions establishes targets to achieve a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020, and a 75 percent reduction by 2025.

SB 1383 GOALS

The law provides CalRecycle the regulatory authority required to achieve the organic waste disposal reduction targets, and establishes an additional target that not less than 20 percent of edible food that is currently disposed of is recovered for human consumption by 2025.

For more information visit:
CalRecycle.ca.gov
Burrtec.com



WHAT CAN BE RECYCLED AS FOOD WASTE?

ACCEPTABLE ITEMS

- ✓ Bones
- ✓ Breads & grains
- ✓ Coffee grounds
- ✓ Cooked meats & poultry
- ✓ Cooked seafood
- ✓ Dairy products
- ✓ Eggshells
- ✓ Food soiled paper
- ✓ Fruits
- ✓ Plate scrapings
- ✓ Tea bags
- ✓ Vegetables

NON ACCEPTABLE ITEMS

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

It is critical that recyclables comply with the program and are free of contamination. Loads with contamination may be rejected from entering the recycling process and subject to additional handling fees.

*Not all materials are acceptable.
Please contact Customer Service for details.

May 10, 2022

Subject: NOTICE OF NON-COMPLIANCE
City to Implement Mandatory Commercial Organics Program

Dear Customer:

Under state law, businesses are required to participate in specific programs to minimize organic waste going to the landfill. This letter is to inform you of the mandatory organics recycling program that affects your business and community.

Assembly Bill 1826 (AB 1826) set forth mandatory statewide commercial organics recycling requirements that became effective April 1, 2014. This bill now requires businesses generating more than two (2) cubic yards of solid waste per week to arrange for organic recycling services. Organic waste means food waste, green waste, landscape and pruning waste, nonhazardous wood waste, and food-soiled paper waste that is mixed in with food waste.

City of Duarte Municipal Code 903, Section 6.09.07 requires enforcement that Duarte businesses subject to AB 1826 comply with state recycling requirements.

Our records indicate your business or property generates **green waste** and is not in compliance with Mandatory Commercial Organics Recycling, as required by state law and Duarte municipal code. You are required to separate out your organic waste from garbage and recyclables and ensure that it is not disposed. The easiest way to do this is by participating in Burrtec's organics collection program. You are required to sign up for enough service that you can separate out all your organic waste. Burrtec has since conducted waste assessments to all businesses and has previously notified you in making any necessary service changes to comply with the law.

The City of Duarte has authorized Burrtec to deliver a green waste recycling container to those businesses who remain non-compliant, at the minimum service level allowed for green waste recycling. This will include one (1) 65-gallon green waste container that will be collected at a minimum of once per week (additional/alternative containers and service frequencies are available). **Your service begins the week of May 23, 2022.** All businesses will be responsible for the securing of all containers and will also be responsible for the replacement cost if lost or stolen. A minimum monthly fee of \$21.88 will be added to your existing Burrtec solid waste bill once your service begins.

If you meet certain requirements, you may qualify for a program exemption. Please complete and return the enclosed compliance form or scan the QR code and complete the survey online.

Thank you for your support and cooperation. If you have any questions, please contact our Customer Service Office at (800) 325-9417.

Sincerely,

Burrtec Waste Industries Inc.



IS YOUR BUSINESS IN COMPLIANCE?

Your business or property may be in compliance if a landscaper removes landscape waste as part of their service and takes it to an organics processing facility for recycling.



Green Waste Recycling is available for businesses. All materials must be placed in the landscape waste container provided. Contact Burrtec for more details.



MANDATORY GREEN WASTE RECYCLING



MANDATORY [COMMERCIAL GREEN WASTE RECYCLING PROGRAM]



BURRTEC.COM



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WHY RECYCLE GREEN WASTE?

State laws mandate that businesses and multifamily dwellings (five or more units), generating 2-cubic yards or more of solid waste to establish and maintain an organic recycling program.



WHAT CAN BE RECYCLED AS GREEN WASTE?

SB 1383

Establishes targets to achieve a 50 percent reduction in the level of the statewide disposal of organic waste from the 2014 level by 2020, and a 75 percent reduction by 2025.

CALRECYCLE

The law provides CalRecycle the regulatory authority required to achieve the organic waste disposal reduction targets.

RECOVERY

State law also establishes an additional target that not less than 20 percent of edible food that is currently disposed of is recovered for human consumption by 2025.

For more information visit:
CalRecycle.ca.gov
Burrtec.com

ACCEPTABLE ITEMS

- ✓ Birds of Paradise*
- ✓ Brush
- ✓ Grass clippings
- ✓ Leaves
- ✓ Palm fronds*
- ✓ Prunings
- ✓ Shrub trimmings
- ✓ Small branches
- ✓ Tree trimmings
- ✓ Twigs
- ✓ Untreated wood
- ✓ Weeds

NON ACCEPTABLE ITEMS

- ✗ Animal waste
- ✗ Batteries
- ✗ Cactus
- ✗ Clothing
- ✗ Electronic waste
- ✗ Flammables
- ✗ Food waste
- ✗ Hazardous waste
- ✗ Metal
- ✗ Plastic
- ✗ Recyclables
- ✗ Trash

It is critical that recyclables comply with the program and are free of contamination. Loads with contamination may be rejected from entering the recycling process and subject to additional handling fees.

*Not all materials are acceptable. No hazardous waste materials. Please contact Customer Service for details.

RESIDENTIAL FOOD WASTE RECYCLING

RECICLAJE DE DESECHOS DE COMIDA RESIDENCIALES

Beginning September 1, food waste will no longer go into your trash. Instead, add all food waste directly to your green cart.

A partir del 1 de septiembre, los desechos de comida ya no irán a la basura. En cambio, agregue todos los desechos de comida directamente a su barril verde.



**DO NOT ADD
PLASTIC BAGS
TO GREEN CART**

LEARN MORE:



TWIGS & BRANCHES
RAMITAS Y RAMAS



PLATE SCRAPPINGS
SOBRAS EN EL PLATO



BREAD
PANES



MEATS
CARNES



DAIRY
LÁCTEOS



FRUITS & VEGETABLES
FRUTAS Y VERDURAS



PRUNINGS
PODAS



LEAVES
HOJAS



GRASS CLIPPINGS
RECORTES DE CÉSPED



**NO AGREGUE
BOLSAS DE
PLÁSTICO AL
BARRIL VERDE**

1383A12

BURRTEC
"We'll Take Care Of It"



Burrtec Waste Industries, Inc.
9890 Cherry Avenue
Fontana, CA 92335

BURRTEC
"We'll Take Care Of It"

Food Waste Recycling Starting September 1

Reciclaje de desechos de comida comienza a partir del 1 de septiembre

California passed a law to improve air quality and reduce greenhouse gas emissions. The state reports that landfilled organic waste (including food waste) decomposes in landfills and generates greenhouse gases contributing to global climate change.

California aprobó una ley para mejorar la calidad del aire y reducir las emisiones de gases de efecto invernadero. El estado informa que los desechos orgánicos depositados en vertederos (incluidos los desechos de comida) se descomponen en los vertederos y generan gases de efecto invernadero que contribuyen al cambio climático global.

FOOD WASTE RECYCLING

RECICLAJE DE DESECHOS DE COMIDA



**USE ANY CONTAINER
USE CUALQUIER CONTENEDOR**

- KEEP FOOD WASTE SEPARATE FROM TRASH AND RECYCLING
- MANTENGA LOS DESECHOS DE COMIDA SEPARADOS DE LA BASURA Y EL RECICLAJE



ADD FOOD WASTE
AGREGUE DESECHOS DE COMIDA

- FRUIT
- VEGETABLES
- DAIRY
- BREAD
- COOKED MEAT
- COOKED SEAFOOD
- PLATE SCRAPINGS
- EXPIRED FOOD
- FRUITS
- VERDURAS
- LÁCTEOS
- PANES
- CARNES COCINADAS
- MARISCOS COCINADOS
- SOBROS EN EL PLATO
- COMIDA CADUCADA



**PLACE IN GREEN BARREL
COLOQUE EN EL BARRIL VERDE**

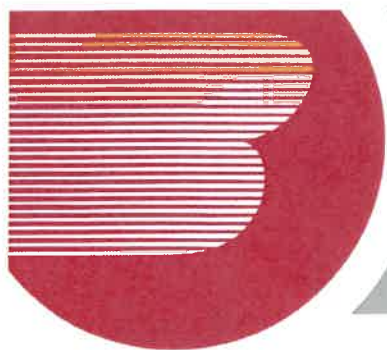
- ADD FOOD WASTE DIRECTLY
- DO NOT INCLUDE PLASTIC BAG
- AGREGUE DESECHOS DE COMIDA DIRECTAMENTE
- NO INCLUYA BOLSA DE PLÁSTICO



BURTEC
"We'll Take Care Of It"



BURRTEC.COM



Summer 2022

BURRTEC NEWS

WASTE AND RECYCLING NEWSLETTER

Sponsored by Burrtec Waste Industries for Duarte Residents

Contact Information

Burrtec Waste Services
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 a.m. to 5:00 p.m.

Website
www.Burrtec.com/Duarte

Follow us on



Recycle Right!

Place these types of materials in your recycling container:

- ✓ Aerosol cans (completely empty)
- ✓ Aluminum cans
- ✓ Brochures
- ✓ Cardboard
- ✓ Cartons
- ✓ Cereal boxes (no wax paper lining)
- ✓ Coupons
- ✓ Envelopes
- ✓ Glass bottles & jars
- ✓ Junk mail
- ✓ Magazines/catalogs
- ✓ Newspaper
- ✓ Paper
- ✓ Paper tubes
- ✓ Phone books
- ✓ Plastic containers
- ✓ Plastic milk jugs
- ✓ Styrofoam products*
- ✓ Tin cans
- ✓ Wrapping paper



*Please note that not all areas recycle Styrofoam.

Food Waste Recycling Coming Soon

California passed a law to improve air quality and reduce greenhouse gas emissions. The state reports that landfilled organic waste (including food waste) decomposes in landfills and generates greenhouse gases contributing to global climate change.

Food waste will no longer go into your trash. Residents can start recycling their food waste now by placing it in the green bin.

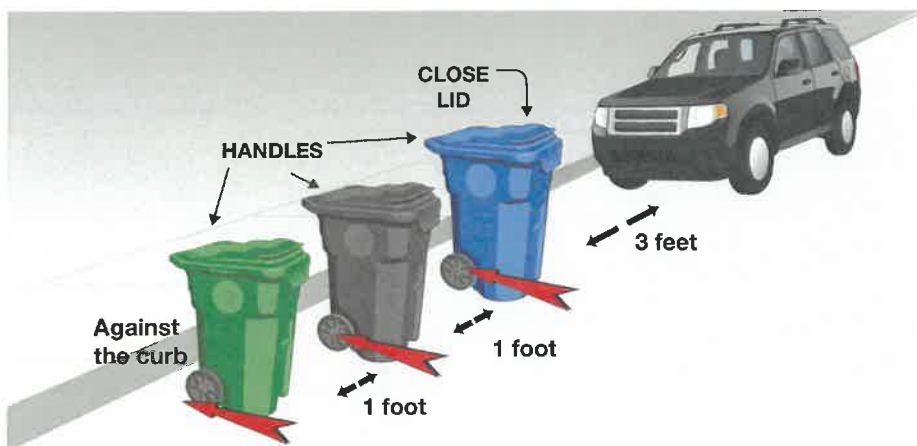
The program's official launch date will be provided with additional details in the 3rd quarter of 2022.



Collection Day Reminder

On collection day, please place your containers in the street, at the curb, or near the corner of your driveway. Barrels should have the handles facing towards your home. Barrels should be placed 1 foot apart from each other. The barrels need to be placed at least 3 feet away from any obstruction such as a fence, mailbox, or vehicle.

All barrels must be curbside by 6:00 a.m. on your service day.

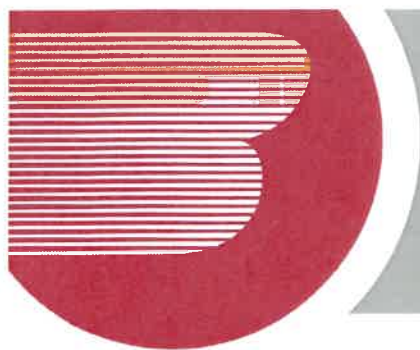


Holiday Schedule

Please note that services are interrupted on the following holidays:

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

When a holiday falls on a Monday, there will be no service delay. Should a holiday fall between Tuesday and Friday, service will be delayed by one day.



verano 2022

BURRTEC NEWS

INFORMACIÓN DE DESECHOS Y RECICLAJE

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

Información de Contacto

Burrtec Waste Services
1017 West Gladstone Street
Azusa, CA 91702

Servicio de Pago Automatizado
(866) 306-9004

Servicio al Cliente
(800) 325-9417

Horas de oficina
Monday-Friday
8:00 a.m. - 5:00 p.m.

Página web
www.Burrtec.com/Duarte

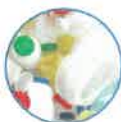
Siganos en



¿Que puede usted reciclar?

Abajo hay una lista de reciclables que puede poner el contenedor azul:

- ✓ Botellas & frascos de vidrio
- ✓ Botes de Aerosol vacíos
- ✓ Cajas de cereal (sin papel encerado)
- ✓ Cajas de pañuelos
- ✓ Cartón
- ✓ Correo no deseado
- ✓ Cupones
- ✓ Directorios telefónicos
- ✓ Envases leche plásticos
- ✓ Espuma de poliestireno*
- ✓ Folletos
- ✓ Latas
- ✓ Papel
- ✓ Papel de regalo
- ✓ Periódicos
- ✓ Productos de aluminio
- ✓ Productos plásticos
- ✓ Revistas/catálogos
- ✓ Sobres (con/sin ventana plástica)
- ✓ Tubos de papel



*No todas las areas reciclan Espuma de poliestireno. Para mas informacion ponerse en contacto con Servicio al Cliente.

Reciclaje de Residuos de Comidas Próximamente

California aprobó una ley para mejorar la calidad del aire y reducir las emisiones de gases de efecto invernadero. El estado informa que los desechos orgánicos depositados en vertederos (incluidos los desechos de alimentos) se descomponen en los vertederos y generan gases de efecto invernadero que contribuyen al cambio climático global.

Los desechos de comida ya no serán recogidos en su basura. Los residentes pueden comenzar a reciclar sus desechos de comida hoy mismo colocándolos en el contenedor verde.

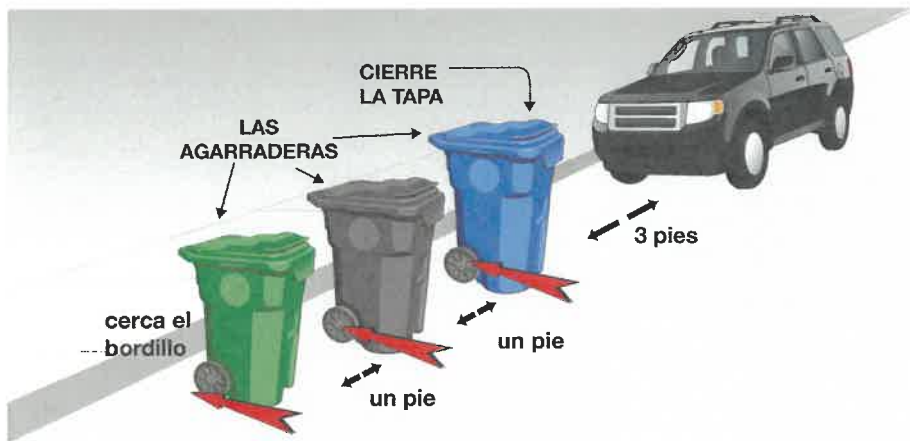
La fecha de lanzamiento oficial del programa se proporcionará con detalles adicionales en el tercer trimestre de 2022.



Recordatorio del día de recolección

Sírvase colocar sus contenedores en la calle, en el bordillo, o cerca de la esquina de la entrada a su garage en el día de recolección. Los contenedores deben tener las agarraderas en dirección a su casa. Los contenedores se deben colocar 1 pie aparte de otro contenedores. Coloque los contenedores por lo menos 3 pies de distancia de cualquier obstrucción como por ejemplo una cerca, buzón o vehículo.

Todos los contenedores deben estar en el bordillo de la calle a las 6:00 a.m. en su día de recolección.



Horario Festivo

No hay servicio en días feriados.

Año Nuevo		Día de Acción de Gracias		Día de los Caídos
Día de la Independencia		Día de Navidad		Día del Trabajo

Cuando un día festivo cae en lunes, no habrá retraso en el servicio. Si un día festivo cae entre Martes y viernes, el servicio se retrasará un día.

Why Recycle Food Waste?

Recycling organic waste, including food waste, is the next critical step to protect our communities and our environment from the impacts of climate change. Organic waste in landfills accounts for 20% of the methane gas generated in California. Methane, a super-pollutant, has a short-term atmospheric life, but a long-term impact on the climate. Targeting methane reductions is an effective strategy to combat climate change and move towards a more sustainable future.

The goal of Senate Bill 1383 is to achieve a 75 percent reduction of the statewide disposal of organic waste by 2025. All residents must adhere to this law and recycle both food waste and green waste.

¿Por Qué Reciclar los Residuos de Comida?

Reciclar los desechos orgánicos, incluidos los desechos de comida, es el próximo paso fundamental para proteger a nuestras comunidades y nuestro medio ambiente de los impactos del cambio climático. Los desechos orgánicos en los vertederos representan el 20% del gas metano generado en California. El metano, un súper contaminante, tiene una vida atmosférica a corto plazo, pero un impacto a largo plazo en el clima. Apuntar a las reducciones de metano es una estrategia efectiva para combatir el cambio climático y avanzar hacia un futuro más sostenible.

El objetivo del Proyecto de Ley del Senado 1383 es lograr una reducción del 75 por ciento de la eliminación de desechos orgánicos en todo el estado para 2025. Todos los residentes deben cumplir con esta ley y reciclar tanto los desechos de comida como los desechos verdes.

BURRTEC.COM



Customer Service: 800-325-9417

Burrtec Waste Industries, Inc.
9890 Cherry Avenue
Fontana, CA 92335



BURRTEC
"We'll Take Care Of It"

THE FOOD WASTE RECYCLING PROGRAM

EL PROGRAMA DE RECICLAJE DE
DESPERDICIOS DE COMIDA

HOW TO PARTICIPATE COMO PARTICIPAR

PROGRAM BEGINS SEPTEMBER 2022

EL PROGRAMA COMIENZA EN SEPTIEMBRE DE 2022

HOW TO COLLECT FOOD WASTE AT HOME

1 COLLECT

Begin collecting food waste separate from your other trash and recycling. This includes: fruits, vegetables, meats, seafood, bread, dairy, eggshells, coffee, plate scrapings, peels, rinds, food soiled paper, and expired food.



2 ADD

Add food waste to your designated food waste container. Store it in a convenient place, such as on your countertop, in your refrigerator or under your sink.



3 DISCARD

Place your food waste directly in your green barrel, along with your green waste. Do not place any plastic bags in your green barrel. Remember, food waste no longer belongs in your trash barrel.



PREGUNTAS MÁS FRECUENTES Su Programa de Reciclaje de Desechos de Comida Residencial

¿Estoy obligado a participar?
Sí. Esta es una ley de California que requiere que todos los residentes, hogares multifamiliares y negocios comerciales participen en el reciclaje de desperdicios de comida para cumplir con el Proyecto de Ley del Senado 1383.

¿Necesito usar una bolsa de plástico para forrar mi cubeta de desechos de comida?
Puede usar una bolsa de plástico para forrar su cubeta de desechos de comida, pero no es obligatorio. Agregará desechos de comida directamente a su barril verde. No incluya ninguna bolsa de plástico en su barril verde.

¿A dónde van los desechos de comida?
Sus esfuerzos de reciclaje contribuyen a la reducción de las emisiones de gases de efecto invernadero en los residuos orgánicos depositados en vertederos. Esto incluye el metano, un gas de efecto invernadero 80 veces más potente que el dióxido de carbono.

Ya hago abono de traspatio, ¿tengo que participar?
Le sugerimos continuar con el compostaje en el jardín. Los artículos orgánicos que no sean aptos para el abono de jardín pueden reciclarse a través de este programa.

¿Puedo usar mi triturador de basura en su lugar?
No es necesario cambiar el uso actual de su triturador de basura. La comida que actualmente se desecha en su contenedor de basura ahora debe colocarse directamente en su contenedor de desechos verdes.

¿Qué artículos son aceptables?
Frutas, verduras, carnes, mariscos, lácteos, cáscaras de huevo, pan, restos de comida, papel sucio con comida, sobras en el plato y comida caducada.

¿Qué artículos no son aceptables?
Basura, esprodutos de espuma de poliestireno, líquidos, vidrio, plástico, metal, papiles, desechos de mascotas, desechos electrónicos y desechos peligrosos.

CÓMO RECOGER DESECHOS DE COMIDA EN CASA

1 RECOLECTAR

Comience a recolectar los desechos de comida separados de su otra basura y reciclaje. Esto incluye: frutas, verduras, carnes, mariscos, pan, productos lácteos, cáscaras de huevo, café, sobras en el plato, cáscaras, papel sucio con comida y comida caducada.



2 AGREGAR

Agregue los desechos de comida a su contenedor designado para desechos de comida. Guárdelo en un lugar conveniente, como en su mostrador, en su refrigerador o debajo de su fregadero.

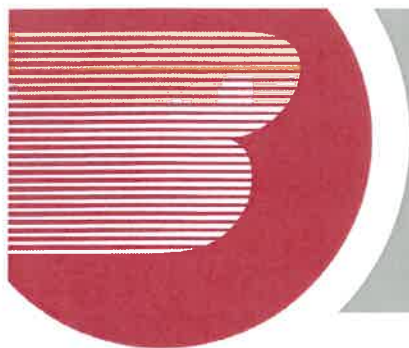


3 DESECHAR

Coloque los desechos de comida en su barril verde, junto con sus desechos verdes. No coloque ninguna bolsa de plástico en su barril verde. Recuerde, los desechos de comida ya no pertenecen en el basurero.



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Fall 2022

BURRTEC NEWS

WASTE AND RECYCLING NEWSLETTER

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

Contact Information

Burrtec Waste Services
1017 West Gladstone Street
Azusa, CA 91702

Automated Payment Service
(888) 298-5161

Customer Service
(626) 932-1558

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

Website
Burrtec.com/Duarte

Follow us on



Food Waste Collection Is Here!

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

Collect food scraps and food waste.



Place food waste inside your green waste barrel.



More information
scan the QR code and
watch the video.

Community Clean-Up

Event Date: Saturday, November 19, 2022

Event Hours: 8:00 a.m. to 2:00 p.m.

Bulky Item Drop-Off

Burrtec offers a convenient drop-off location 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 Location

Duarte Community Center (parking lot), 1600 Huntington Drive, Duarte, CA 91010

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

Event Date: Saturday, November 19, 2022

Event Hours: 8:00 a.m. to 2:00 p.m. (or until truck is full)

Protect your identity, shred your personal papers for FREE!

Location: Duarte Community Center (parking lot), 1600 Huntington Drive, Duarte, CA 91010 (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 - Free to Duarte Residents

Event Date: Saturday, November 19, 2022

Event Hours: 8:00 a.m. to 2:00 p.m.

Location: Duarte Community Center (parking lot), 1600 Huntington Drive, Duarte, CA 91010

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.

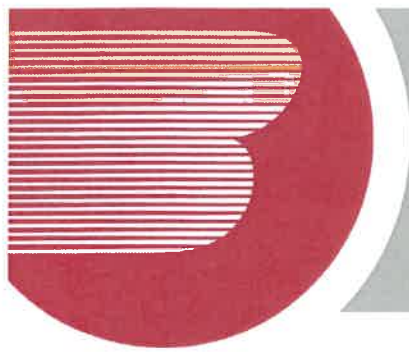
Holiday Schedule

Please note that services are interrupted on the following holidays:

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

*Due to the 2022 Christmas and 2023 New Year's Day holidays on Sunday, there will be no service interruptions or delays during the holiday weeks.

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 2022

BURRTEC NEWS

INFORMACIÓN DE DESECHOS Y RECICLAJE

Información de Contacto

Burrtec Waste Services
1017 West Gladstone Street
Azusa, CA 91702

Servicio de Pago Automatizado
(888) 298-5161

Servicio al Cliente
(626) 932-1558

Horas de oficina
Monday-Friday
8:00 am to 5:00 pm

Página web
Burrtec.com/Duarte

Siganos en



¡La recolección de desechos de comida está en camino!

- ✓ Pan
- ✓ Lácteos
- ✓ Pescado
- ✓ Desechos y restos de comida
- ✓ Fruta
- ✓ Carne
- ✓ Comida en mal estado
- ✓ Verduras

Colecta los restos de comida y desechos de comida.



Coloque los desechos de comida dentro su carrito verde.



Escanea el código QR para ver el video para más información.

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

¡Limpieza en la comunidad!

Fecha de evento: Sábado, 19 de noviembre

Horario de evento: 8:00 a.m. - 2:00 p.m.

Recolección de Artículos Grandes y Voluminosos

Burrtec ofrece un lugar conveniente 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.

Ubicación:

El Centro Comunitario de Duarte (En el estacionamiento), 1600 Huntington Drive, Duarte, CA 91010

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.

Destrucción de documentos

Fecha de evento: Sábado, 19 de noviembre

Horario de evento: 8:00 a.m. - 2:00 p.m. (o hasta que el camión esté lleno)

Proteja su identidad, destruya sus documentos personales GRATIS!
Ubicación: El Centro Comunitario de Duarte (En el estacionamiento),
1600 Huntington Drive, Duarte, CA 91010
(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 - Gratis para los residentes de Duarte

Fecha de evento: Sábado, 19 de noviembre

Horario de evento: 8:00 a.m. - 2:00 p.m.

Ubicación: El Centro Comunitario de Duarte (En el estacionamiento),
1600 Huntington Drive, Duarte, CA 91010

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.

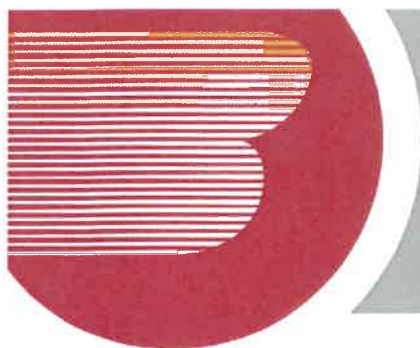
Horario Festivo

No hay servicio en días feriados.

Año Nuevo* | Día de Acción de Gracias | Día de los Caídos
Día de la Independencia | Día de Navidad* | Día del Trabajo

*La Navidad de 2022 y el Día de Año Nuevo de 2023 caen en domingo, no habrá interrupciones ni retrasos en el servicio durante las semanas festivas.

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.



Fall 2022

BURRTEC NEWS

WASTE AND RECYCLING NEWSLETTER

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

Contact Information

Burrtec Waste Industries
1017 West Gladstone Street
Azusa, CA 91702

Automated Payment Service
(888) 298-5161

Customer Service
(800) 325-9417

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

Website
Burrtec.com

Follow us on



What Is Organic Waste?

Organic waste is any material that is biodegradable and comes from either a plant or meat product.

Examples of organic waste include the following material types:

- Food scraps
- Food soiled paper
- Food waste
- Green waste (known as landscape or pruning waste)
- Non-edible food
- Non-hazardous wood waste

Did You Know?

**California Throws
Away More than 6
Million Tons of Food
Waste Every Year!**

Source - Cal Recycle

For more information visit:

Calrecycle.ca.gov/nav/organics/



SENATE BILL 1383 ORGANICS DIVERSION AND RECYCLING ARE YOU IN COMPLIANCE?



HOW DOES THIS AFFECT MY BUSINESS OR PROPERTY?

Businesses and multifamily properties are required to:

- Subscribe to recycling and/or organic waste collection service provided by Burrtec. (Customer must secure containers provided by Burrtec. If lost or stolen, customers are responsible for container replacement cost.)
- Annually provide information to employees, contractors, tenants, and customers about recycling, organic waste collection requirements and proper sorting of materials.
- Ensure employees, contractors, tenants, and customers have access to an adequate number, size, and location of containers with appropriate labels and container color.
- Provide containers for the collection of all waste streams including trash, food waste and recyclables in all areas where disposal containers are provided for customers, except for restrooms.
- Provide information to new tenants before or within 14 days of occupation of the premises.
- Prohibit employees from placing recycling and organic waste in a container not designated to receive those materials types.

WHAT ARE THE ADDITIONAL REQUIREMENTS?

Supermarkets, grocery stores, food service providers, distributors, or wholesale food vendors have additional edible food recovery requirements such as:

- Not intentionally spoiling edible food that is capable of being recovered by a food recovery organization or service.
- Making arrangements via contract with a food recovery organization or service to recover edible food that would be redistributed for human consumption.
- **City of Duarte Edible Food Recovery Program for Tier One and Tier Two Generators, Visit website: accessduarte.com/edible-food-recovery.**

WHY IS ORGANIC WASTE A PROBLEM?

- The state agency CalRecycle reports that organic waste in landfills accounts for 20 percent of the methane gas generated in California and that methane emissions reductions help in combating climate change.

For more information about edible food requirements, please visit calrecycle.ca.gov

Holiday Schedule

Please note that services are interrupted on the following holidays:

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

***Due to the 2022 Christmas and 2023 New Year's Day holidays on Sunday, there will be no service interruptions or delays during the holiday weeks.**

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.

Multifamily Bulky Item Pickup

Burrtec will collect bulky items at your multifamily complex. Facility residents can place unwanted bulky items next to the bin or bin enclosure and Burrtec will take care of it.



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
at (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



Developed in conjunction with the City of Duarte and Burrtec Waste Industries, Inc.



Make Your Recycling Program a Success!

Ensuring the success of your recycling program depends on a few key elements; most importantly assistance from employees and/or residents.

Here are a few pointers to get you started in the right direction:

- Post signage to remind employees and/or residents to recycle specific items (cardboard, paper, etc.). Communication is essential! Newsletters and flyers also reinforce the message.
- Placement of recycling containers next to trash containers increases the chances of getting more recyclables into the correct container.
- Emptying recycling containers into the proper recycling bin will ensure that your business or multi-family residential dwelling is doing their part to lower costs and reduce landfill waste.

Attention Food Service Providers

Existing state law requires certain businesses to implement a recycling and organics program. The law which went into effect July 1, 2020, requires food establishments that provide trash containers for products purchased and consumed on the premises to also provide properly labeled containers for recyclables and organic waste (food waste). These containers must be placed adjacent to trash containers.

AB 827 applies to limited-service restaurants such as those restaurants where customers order and pay at the counter and bus their own tables after eating. The law will affect restaurants, malls, and other businesses that serve food. Full-service food establishments that do not provide access to trash containers for products consumed on the premises will be exempt, as food workers will likely separate post-consumer food waste and recyclables in the dish washing areas.

Highlights:

- AB 827 requires collection containers at the front-of-house to be visible, accessible and labeled.
- This law affects businesses that sell products that are meant for immediate consumption.
- Full-service restaurants where employees bus and clean tables are exempt but must provide labeled collection containers adjacent to trash containers for employees/staff to separate post-consumer recyclables and organics.

For further information regarding this law, please visit <https://www.calrecycle.ca.gov>

Help Keep Your Recycling Clean

As of 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 United States. Stakeholders are now faced with the challenges of processing recyclables that have little to no market value. Lowering the levels of contamination (trash) and understanding that certain materials may no longer be recyclable can help. 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 and 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 recycling container free of trash and non-recyclable contaminants will help reduce costs. Spread the message, "Help keep your recycling clean!"**

LOS ANGELES COUNTY HAULER PERMIT



THIS PERMIT MUST BE CONSPICUOUSLY DISPLAYED ON THE PREMISES

PUBLIC HEALTH PERMIT

Valid Until 12/31/2023



PR Number: PR0157416
Program ID: COMMERCIAL
Description: WASTE COLLECTOR YARD

Facility Owner - Mail Address
BURRTEC WASTE INDUSTRIES, INC
9400 CHERRY AVE BLDG C
FONTANA, CA 92335

Facility Location
BURRTEC WASTE INDUSTRIES,
INC
1017 W GLADSTONE ST
AZUSA, CA 91702

SW1



PERFORMANCE BOND

This bond replaces and supersedes the prior bond # 0153513-08. The penal sum contained herein is not cumulative with prior bonds.

BOND NUMBER: 0153513-09

PREMIUM: \$4,500.00

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 Three Hundred Sixty Thousand and 00/100's Dollars (\$360,000.00) 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, 2022 and ending on February 16, 2023 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, 2022 and is renewable by continuation certificates for additional periods of one year, such continuation certificates to be issued at the option of the Surety. Surety agrees to give thirty (30) days notice in writing to the Obligee of either cancellation or its intent not to renew, as provided for in this bond.

No. 3. Notice of any claim hereunder must be given to the Surety at its office at 4 Hutton Centre Dr., Ste. 640 – Santa Ana, CA 92707, as soon as possible and in any event within fifteen (15) days after anything shall come to the notice of the Obligee or any of its officers indicating the possibility to claim hereunder.

No. 4. Any action to recover loss hereunder shall be commenced by the Obligee in a court of competent jurisdiction within one year after giving notice of possible claim as provided in Condition No. 3 and the Principal shall be made a party to such action if he can with reasonable diligence be served with process therein.

IN WITNESS WHEREOF, we have hereunto set our hands and seal this 8th day of February, 2022.

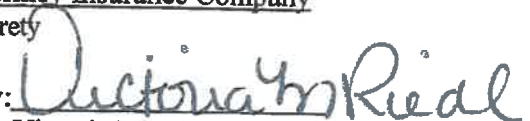
Burrtec Waste Services, LLC
Principal

By: _____



Berkley Insurance Company
Surety

By: _____



Victoria M. Riedl,
Attorney-in-Fact



Please **verify the authenticity** of the instrument attached to this power by:

Toll-Free Telephone: (866) 768-3534; or

Electronic Mail: BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond attached to this power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

Or

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the principal on the bond. Where a claim is being asserted, please set forth generally the basis of the claim. In the case of a payment or performance bond please also identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that underwrites surety business on behalf of Berkley Insurance Company and Berkley Regional Insurance Company

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

No. BI-572d-el

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 Aliso Viejo, CA* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed Fifty Million and 00/100 U.S. Dollars (U.S.\$50,000,000.00), to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 4th day of April, 2021.



Attest

By

Ira S. Lederman
Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

COUNTY OF FAIRFIELD)

ss:

Sworn to before me, a Notary Public in the State of Connecticut, this 14th day of April, 2021, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C. RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Maria C. Rundbaken
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.



under my hand and seal of the Company, this 8th day of February, 2022

Vincent P. Forte
Vincent P. Forte

INSURANCE CERTIFICATE

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/28/2022

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): E-MAIL ADDRESS: constructioncerts@marshmma.com FAX (A/C, No):														
INSURED Burrtec Waste Group, Inc. 9890 Cherry Avenue Fontana, CA 92335	<table border="1"> <thead> <tr> <th data-bbox="829 434 1429 462">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1429 434 1559 462">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="829 468 1429 495">INSURER A : Lexington Insurance Company</td> <td data-bbox="1429 468 1559 495">19437</td> </tr> <tr> <td data-bbox="829 501 1429 529">INSURER B : Everest Premier Insurance Company</td> <td data-bbox="1429 501 1559 529">16045</td> </tr> <tr> <td data-bbox="829 535 1429 562">INSURER C :</td> <td data-bbox="1429 535 1559 562"></td> </tr> <tr> <td data-bbox="829 569 1429 596">INSURER D :</td> <td data-bbox="1429 569 1559 596"></td> </tr> <tr> <td data-bbox="829 602 1429 630">INSURER E :</td> <td data-bbox="1429 602 1559 630"></td> </tr> <tr> <td data-bbox="829 636 1429 663">INSURER F :</td> <td data-bbox="1429 636 1559 663"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Lexington Insurance Company	19437	INSURER B : Everest Premier Insurance Company	16045	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	023627374	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 0 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY		RM1CA00068221	03/01/2022	03/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000		021391622	03/01/2022	03/01/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	RM1WC00083221	03/01/2022	03/01/2023	☒ PER STATUTE ☐ OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 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

CANCELLATION

City of Duarte City Clerk 1600 Huntington Drive Duarte, CA 91010-0000	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 
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ADDITIONAL REMARKS SCHEDULE

Page 1 of 2

AGENCY Marsh & McLennan Insurance Agency LLC		NAMED INSURED Burrtec Waste Group, Inc.
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Named Insured Schedule

Burrtec Waste Group, Inc.
Burrtec Waste Industries, Inc.
Agua Mansa MRF, LLC
AVCO Disposal, Inc.
Burr Group, LP
Burr Group, Inc

Burr Properties, LLC
Burr Properties, G.P.
Burrline, LLC
Burrtec Environmental, LLC
Burrtec Recovery & Transfer, LLC
Burrtec Waste & Recycling Services, LLC
Burrtec Retirement Savings Plan
Burrtec Waste Industries, Inc. (formerly PSP Waste Services, Inc.)
Burrtec Waste Industries, Inc. DBA: Burbank Recycling
Burrtec Waste Industries, Inc. DBA: Agua Mansa Recycling & Transfer Co.
Burrtec Waste Industries, Inc. DBA: Burrtec Recycling & Transfer Co.
Burrtec Waste Industries, Inc. DBA: Burrtec Recycling Center
Burrtec Waste Industries, Inc. DBA Coachella Valley Compost
Burrtec Waste Industries, Inc. DBA Coachella Valley Transfer Station
Burrtec Waste Industries, Inc. DBA Desert Disposal
Burrtec Waste Industries, Inc. DBA: East Valley Recycling & Transfer
Burrtec Waste Industries, Inc. DBA: Inland Empire Recycling
Burrtec Waste Industries, Inc. DBA: Marks Disposal
Burrtec Waste Industries, Inc. DBA: Tri-Co
Burrtec Waste Industries, Inc. DBA: Tri-County Disposal
Burrtec Waste Industries, Inc. DBA: Trico Disposal
Burrtec Waste Services, LLC
Crestline Disposal
Currans Rubbish Disposal, Inc.
E. Cole Burr, individually
E. Cole Burr, Trustee of the Burr Family Trust
Edward G. Burr
Sandra L. Burr
Cole Burr
Tracy A. Burr
Burr Properties
Empire Disposal, LLC
Fontana Rubbish Collectors, Inc.



ADDITIONAL REMARKS SCHEDULE

Page 2 of 2

AGENCY Marsh & McLennan Insurance Agency LLC		NAMED INSURED Burrtec Waste Group, Inc.
CARRIER	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

Named Insured Schedule

Inland BioEnergy, LLC
Jack's Disposal, Inc. DBA Yukon Disposal
Jack's Disposal, Inc.
Kaiser Recycling Corporation
KGB Properties, LLC (formerly Burr Girls, LLC
Lake Arrowhead Disposal
Lucerne Valley Disposal
Monte Vista Disposal, Inc.
Mountain Disposal Services, Inc.
Rancho Disposal Service, Inc.
Rialto Services, Inc.
Running Springs Disposal
TECMEC Maintenance Enterprise, Inc.
Tracy A. Burr, individually
Tracy A. Burr, Trustee
Tri-County Disposal, Inc.
Tri-County Disposal, Inc. DBA: Gary's Disposal
Victorville Disposal, Inc.
West Valley MRF, LLC
West Valley Recycling and Transfer, Inc.
Yucaipa Disposal, Inc.
Desert Properties, LLC
Burr Family Trust
Yukon Disposal
Cal Disposal Co., Inc.

INSURED: Burrtec Waste Group, Inc.

POLICY #: 023627374

POLICY PERIOD: 03/01/2022

TO 03/01/2023

PRIMARY/NON CONTRIBUTORY ENDORSEMENT

This endorsement modifies insurance provided by the policy:

Notwithstanding any other provision of the policy to the contrary, the insurance afforded by this policy for the benefit of the Additional Insured shall be primary insurance, but only with respect to any claim, loss or liability arising out of the Named Insured's operations; and any insurance maintained by the Additional Insured shall be non-contributing.

All other terms and conditions of the policy remain the same.

Authorized Representative OR
Countersignature (In states where applicable)

LX9838 (08/05)

ENDORSEMENT

LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS-PERSON OR ORGANIZATION

(Based on CG2010 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:

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

INSURED: Burttec Waste Group, Inc.

POLICY#: 023627374

POLICY PERIOD: 03/01/2022

TO: 03/01/2023

ENDORSEMENT

LEXINGTON INSURANCE COMPANY

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS- COMPLETED OPERATIONS

(Based on CG2037 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:

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

LX4316 (06/14)	Includes Copyrighted Information of the Insurance Services Offices, Inc., with its permission. All Rights Reserved.	Page 2 of 2
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ENDORSEMENT

By: LEXINGTON INSURANCE COMPANY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED REQUIRED BY WRITTEN CONTRACT

SCHEDULE

Name of Person or Organization:

AS REQUIRED BY WRITTEN CONTRACT

- A. Section II - Who Is An Insured** is amended to include the person or organization shown in the Schedule above that you are required to include as an additional insured on this policy by a written contract or written agreement in effect during this policy period and executed prior to the "occurrence" of the "bodily injury" or "property damage."
- B.** The insurance provided to the above described additional insured under this endorsement is limited as follows:
1. **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE** (Section I - Coverages) only.
 2. The person or organization is only an additional insured with respect to liability arising out of "your work" or "your product" for that additional insured.
 3. In the event that the Limits of Insurance provided by this policy exceed the Limits of Insurance required by the written contract or written agreement, the insurance provided by this endorsement shall be limited to the Limits of Insurance required by the written contract or written agreement. This endorsement shall not increase the Limits of Insurance stated in the Declarations under Item 3. Limits of Insurance pertaining to the coverage provided herein.
 4. The insurance provided to such an additional insured does not apply to "bodily injury" or "property damage" arising out of an architect's, engineer's or 1. surveyor's rendering of or failure to render any professional services including:
 - i The preparing, approving or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - ii Supervisory, inspection, architectural or engineering activities.
 5. This insurance does not apply to "bodily injury" or "property damage" arising out of "your work" or "your product"

included in the "products-completed operations hazard" unless you are required to provide such coverage by written contract or written agreement and then only for the period of time required by the written contract or written agreement and in no event beyond the expiration date of the policy.

6. Any coverage provided by this endorsement to an additional insured shall be excess over any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract or written agreement specifically requires that this insurance apply on a primary and non-contributory basis.
- C. Subparagraph (1)(a) of the Pollution exclusion paragraph 2.f., Exclusions of COVERAGE A.

BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section I Coverages) does not apply to you if the "bodily injury" or "property damage" arises out of "your work" or "your product" performed on premises which are owned or rented by the additional insured at the time "your work" or "your product" is performed.

- D. In accordance with the terms and conditions of the policy and as more fully explained in the policy, as soon as practicable, each additional insured must give us prompt notice of any "occurrence" which may result in a claim, forward all legal papers to us, cooperate in the defense of any actions, and otherwise comply with all of the policy's terms and conditions.

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 GENERATION & DIVERSION REPORT

BURRTEC WASTE SERVICES
CITY OF DUARTE

Program Code	Description	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Y-T-D
Refuse														
	Residential Refuse	446.01	414.92	471.43	409.60	412.11	415.42	434.97	401.20	409.73	353.09	414.90	413.18	4,996.56
	Residential Bulky Items	18.43	18.48	18.08	24.60	14.91	21.41	15.70	18.62	18.65	13.19	16.57	18.45	217.09
	Residential Refuse (residue)	37.27	30.54	37.26	33.18	33.73	36.59	35.86	32.94	34.16	32.57	40.93	44.26	429.29
	Clean Up	0.00	0.00	0.00	0.00	32.03	0.00	0.00	0.00	0.00	0.00	24.95	0.00	56.88
	Government Refuse													0.00
	School Refuse													0.00
	Residential Bin Refuse	3.71	3.23	3.49	3.44	3.39	3.57	3.15	3.56	3.32	4.76	4.72	4.72	45.06
	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	177.37	154.49	171.61	160.14	163.87	165.55	160.70	181.58	167.28	161.88	160.47	160.48	1,965.40
	Multi-Family Refuse (residue)	4.07	3.43	4.33	4.07	4.23	3.70	4.15	3.97	3.93	5.45	5.05	5.21	51.59
	Commercial Refuse	290.16	252.71	280.57	262.68	268.77	271.57	250.03	282.53	260.21	257.10	254.86	257.42	3,188.61
	Roll-off Refuse	184.71	187.56	227.00	187.13	191.39	185.16	169.27	163.01	144.38	162.66	168.58	154.28	2,125.13
	Commercial Refuse (residue)	10.74	9.05	11.43	10.24	10.66	9.12	10.38	9.96	9.82	14.35	12.98	13.33	132.06
	Roll-off Refuse (residue)	53.04	45.95	41.29	48.41	45.26	47.95	54.74	39.25	42.46	43.65	33.49	30.57	526.06
	Refuse Totals	1,225.51	1,120.36	1,266.49	1,143.49	1,180.35	1,160.04	1,138.95	1,136.62	1,093.94	1,048.70	1,137.40	1,101.88	13,753.73
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-PMIT 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	67.14	55.00	67.11	59.77	60.76	65.89	64.58	59.34	61.54	58.67	73.73	81.16	774.69
	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	28.33	22.49	29.88	25.76	28.01	23.11	27.52	25.08	26.80	41.48	32.48	33.42	344.36
	2040-RC-SFC Commercial Self-Haul Recycling													0.00
	2050-RC-SCH School Recycling													0.00
	2060-RC-GOV Government Recycling													0.00
	2070-RC-SNL Special Collection - Seasonal	6.03	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1.40	7.43
	2080-RC-SPE Special Collection - Events	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
	2090-RC-OTH Other Recycling-Pre Sorted Roll-off	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.63	0.00	0.00	0.00	0.63
	Recycling Totals	101.50	77.49	96.99	85.53	88.77	89.00	92.10	84.42	88.97	100.15	106.21	115.98	1,127.11
Composting														
	3000-CM-RCG Residential Curbside Greenwaste	209.17	193.08	221.52	236.69	216.45	229.13	200.37	198.27	229.69	203.52	200.57	183.33	2,521.79
	3010-CM-RSG Residential Self-Haul Greenwaste													0.00
	3020-CM-COG Commercial On-Site Greenwaste	34.10	19.55	23.86	12.09	17.84	16.11	21.12	24.58	28.34	32.41	21.27	19.76	271.03
	3030-CM-CSG Commercial Self-Haul Greenwaste													0.00
	3040-CM-FWC Commercial Food Waste Composting	3.97	6.34	8.56	7.65	8.14	13.39	9.83	2.06	2.79	5.48	13.55	15.45	97.21
	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	247.24	218.97	253.94	256.43	242.43	258.63	231.32	224.91	260.82	241.41	235.39	218.54	2,890.03
Special Waste														
	4000-SP-ASH Ash													0.00
	4010-SP-SLG Sludge (sewage industrial)													0.00
	4020-SP-TRG Tires	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	4030-SP-WHG White Goods	0.45	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.45
	4040-SP-SCM Scrap Metal	0.00	1.88	1.01	0.81	0.53	0.21	0.44	0.48	1.31	0.50	6.29	0.75	14.01
	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	10.87	27.85	37.85	0.00	9.26	0.00	9.18	16.83	6.85	0.00	12.94	28.44	159.87
	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	207.47	178.05	159.93	207.70	178.16	200.88	174.88	125.38	210.49	163.13	114.84	109.02	2,029.93
	Special Waste Totals	218.79	207.38	199.78	208.51	187.95	201.09	184.50	142.69	218.65	163.63	134.07	138.21	2,204.26

BURRTEC WASTE SERVICES
CITY OF DUARTE

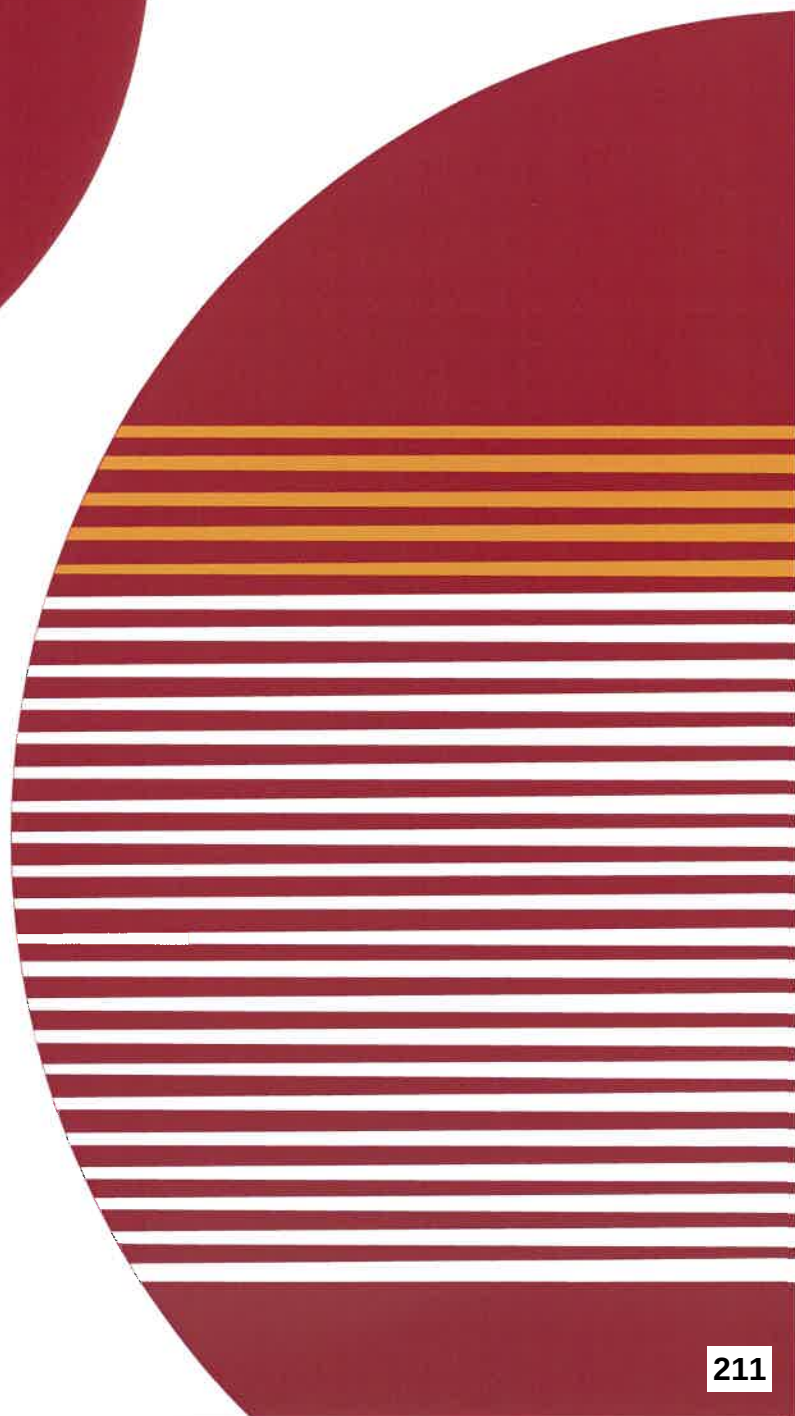
Program Code	Description	Jan-22	Feb-22	Mar-22	Apr-22	May-22	Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Y-T-D
Public Education & Outreach														
5000-ED-ELC	Electronic (radio, TV, WWW, Hotlines)													0.00
5010-ED-PRN	Printed Media													0.00
5020-ED-OUT	Outreach (workshops, fairs, 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	1.35	0.51	0.51	0.75	0.79	1.04	1.01	0.73	1.01	1.01	0.66	1.07	10.44
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	1.35	0.51	0.51	0.75	0.79	1.04	1.01	0.73	1.01	1.01	0.66	1.07	10.44
	All Programs Total	568.88	504.35	550.23	551.22	519.94	549.76	508.93	452.75	569.45	506.20	476.33	473.80	6,231.84
Total Refuse														
		1,225.51	1,120.36	1,266.49	1,143.49	1,180.35	1,160.04	1,138.95	1,136.62	1,093.94	1,048.70	1,137.40	1,101.88	13,753.73
	Total Tonnes Generated	1,794.39	1,624.71	1,816.72	1,694.71	1,700.29	1,709.80	1,647.88	1,589.37	1,663.39	1,554.90	1,613.73	1,575.68	19,985.57
Multi Family Net Diverted Tonnage														
2030-RC-OSP	Multi Family Recycling	7.33	6.18	7.80	7.33	7.61	6.67	7.47	7.14	7.08	9.82	9.09	9.40	92.92
3020-CM-COG	Multi Family Greenwaste	5.12	5.04	6.77	3.01	5.78	7.09	7.58	10.11	12.25	13.12	9.01	10.40	95.28



“We’ll Take Care of It”

BURRTEC

9890 Cherry Ave., Fontana, CA 92335
(909) 429-4200



City of Duarte
Burrtec Waste Services
Proposed 2024 Rate Increases
Effective January 1, 2024

	Current 1/1/23 Rates	Proposed 1/1/24 Rates	Change
<u>Residential Service:</u>			
90/60/60	34.91	37.98	8.79%
60/60/60	30.33	33.00	8.80%
40/60/60	27.95	30.41	8.80%
40/60/60 - Senior and/or handicapped	26.43	28.76	8.82%
Additional 90 gallon refuse container (each)	8.84	9.28	4.98%
Additional 60 gallon refuse container (each)	6.75	7.09	5.04%
Extra refuse container collection/service (each)	8.99	9.44	5.01%
Additional recycling container - one	no charge	no charge	
Additional recycling containers - two or more (each)	1.59	1.67	5.03%
Additional green waste container (each)	1.65	1.73	4.85%
Wildlife deterrent barrel (+ base fee)	8.55 + base fee	8.98 + base fee	
Container exchange (1 free/year) (each)	23.94	25.14	5.01%
Additional bulky waste pickup including CRT (2 free/yr)	29.95	31.45	5.01%
Backyard collection:			
Resident requested convenience (+ base fee)	25.86 + base fee	27.16 + base fee	
Manual collection (+ base fee)	33.19 + base fee	34.85 + base fee	
Senior and/or handicapped	base fee only	base fee only	
Residential Street Sweeping Service Alternate Day/Side	2.15 + base fee	2.25 + base fee	
Bulky Item collection	29.95	31.45	5.01%
Return Trip Charge - Barrel Service	n/a	11.16	n/a
<u>Commercial Service:</u>			
Wheeled toter (90/60 - once per week)	36.08	38.40	6.43%
Wheeled toter (60 recycling only - once per week)	15.79	16.53	4.69%
Wheeled toter (90/60 green waste only - once per week)	24.94	26.73	7.18%
Extra Pickup - Barrel Trash	8.80	9.24	5.00%
Extra Pickup - Barrel Food Waste	17.39	18.26	5.00%
Return Trip Charge - Barrel Service	n/a	11.16	n/a
Residential Refuse bin collection			
<u>Bin Size</u>	<u>Times per Week</u>		
1.5	1	157.62	160.41 1.77%
1.5	2	270.27	273.19 1.08%
2	1	200.98	196.97 -2.00%
2	2	336.69	325.17 -3.42%
3	1	238.06	218.39 -8.26%
3	2	401.60	358.38 -10.76%

City of Duarte
Burrtec Waste Services
Proposed 2024 Rate Increases
Effective January 1, 2024

		Current 1/1/23 Rates	Proposed 1/1/24 Rates	Change	
MultFamily Refuse bin collection (includes Bulky Program)					
	Bin Size	Times per Week			
	1.5	1	171.93	176.68	2.76%
	1.5	2	298.87	304.92	2.02%
	1.5	3	439.40	447.79	1.91%
	1.5	4	568.33	578.16	1.73%
	1.5	5	697.24	708.47	1.61%
	1.5	6	818.54	830.84	1.50%
	2	1	220.05	225.68	2.56%
	2	2	374.82	381.06	1.66%
	2	3	524.76	531.33	1.25%
	2	4	667.80	674.35	0.98%
	2	5	810.84	817.40	0.81%
	2	6	953.89	960.46	0.69%
	3	1	266.66	270.19	1.32%
	3	2	458.80	460.09	0.28%
	3	3	677.78	678.93	0.17%
	3	4	883.26	883.21	-0.01%
	3	5	1,088.68	1,087.40	-0.12%
	3	6	1,294.20	1,291.73	-0.19%
	4	1	355.68	360.42	1.33%
	4	2	607.46	608.86	0.23%
	4	3	859.20	857.28	-0.22%
	4	4	1,110.91	1,105.64	-0.47%
	4	5	1,362.68	1,354.08	-0.63%
	4	6	1,614.36	1,602.45	-0.74%
	6	1	533.68	540.80	1.33%
	6	2	875.68	875.05	-0.07%
	6	3	1,217.62	1,209.21	-0.69%
	6	4	1,559.66	1,543.51	-1.04%
	6	5	1,901.69	1,877.76	-1.26%
	6	6	2,243.69	2,212.01	-1.41%
MultFamily Compactor bins					
Trash					
	2	1	293.60	303.29	3.30%
	2	2	521.92	536.27	2.75%
	2	3	772.26	792.94	2.68%
	2	4	1,008.80	1,034.76	2.57%
	2	5	1,245.27	1,276.49	2.51%
	2	6	1,481.85	1,518.35	2.46%
MultFamily Compactor bins					
Recycling					
	2	1	142.06	148.24	4.35%
	2	2	213.02	230.06	8.00%
	2	3	310.65	336.58	8.35%
	2	4	451.28	482.92	7.01%
	2	5	550.33	590.82	7.36%
	2	6	649.35	698.68	7.60%

City of Duarte
Burrtec Waste Services
Proposed 2024 Rate Increases
Effective January 1, 2024

		<u>Current 1/1/23 Rates</u>	<u>Proposed 1/1/24 Rates</u>	<u>Change</u>
Commercial Refuse bin collection:				
	Times			
<u>Bin Size</u>	<u>per Week</u>			
1.5	1	157.62	162.22	2.92%
1.5	2	270.27	276.01	2.12%
1.5	3	396.49	404.42	2.00%
1.5	4	511.13	520.35	1.80%
1.5	5	625.73	636.20	1.67%
1.5	6	732.74	744.12	1.55%
2	1	200.98	206.41	2.70%
2	2	336.69	342.52	1.73%
2	3	467.56	473.52	1.27%
2	4	591.53	597.27	0.97%
2	5	715.51	721.05	0.77%
2	6	839.49	844.84	0.64%
3	1	238.06	241.28	1.35%
3	2	401.60	402.28	0.17%
3	3	591.98	592.21	0.04%
3	4	768.86	767.59	-0.17%
3	5	945.68	942.87	-0.30%
3	6	1,122.60	1,118.29	-0.38%
4	1	317.55	321.88	1.36%
4	2	531.19	531.78	0.11%
4	3	744.80	741.66	-0.42%
4	4	958.38	951.47	-0.72%
4	5	1,172.01	1,161.38	-0.91%
4	6	1,385.56	1,371.20	-1.04%
6	1	476.48	482.99	1.37%
6	2	761.28	759.42	-0.24%
6	3	1,046.02	1,035.78	-0.98%
6	4	1,330.86	1,312.26	-1.40%
6	5	1,615.69	1,588.71	-1.67%
6	6	1,900.49	1,865.14	-1.86%
Recycling bin collection:				
	Times			
<u>Bin Size</u>	<u>per Week</u>			
1.5	1	94.79	96.92	2.25%
1.5	2	133.59	141.50	5.92%
1.5	3	193.26	205.47	6.32%
1.5	4	245.20	262.30	6.97%
1.5	5	297.12	319.11	7.40%
1.5	6	349.01	375.91	7.71%
2	1	118.99	122.32	2.80%
2	2	166.91	178.19	6.76%
2	3	241.46	258.80	7.18%
2	4	359.02	379.19	5.62%
2	5	435.02	461.17	6.01%
2	6	510.98	543.10	6.29%
3	1	146.41	153.49	4.84%
3	2	218.15	237.19	8.73%
3	3	316.79	346.04	9.23%
Recycling bin collection:				
3	4	402.05	442.38	10.03%
3	5	487.27	538.66	10.55%
3	6	572.45	634.93	10.91%
Commercial Food Waste bin collection:				
	Times			

City of Duarte
Burrtec Waste Services
Proposed 2024 Rate Increases
Effective January 1, 2024

<u>Bin Size</u>	<u>per Week</u>	<u>Current 1/1/23 Rates</u>	<u>Proposed 1/1/24 Rates</u>	<u>Change</u>
2	1	200.98	206.41	2.70%
2	2	336.69	342.52	1.73%
2	3	467.56	473.52	1.27%
2	4	591.53	597.27	0.97%
2	5	715.51	721.05	0.77%
2	6	839.49	844.84	0.64%
Barrel				
65g	1	56.71	59.88	5.59%
65g	2	94.73	99.35	4.88%
65g	3	138.21	144.53	4.57%
65g	4	178.98	186.86	4.40%
65g	5	219.76	229.21	4.30%
65g	6	260.58	271.61	4.23%

Green waste bin collection:

<u>Bin Size</u>	<u>Times per Week</u>			
1.5	1	123.68	131.00	5.92%
2	1	170.35	180.39	5.89%
2	2	340.65	360.68	5.88%
3	1	242.18	256.55	5.93%
3	2	420.82	446.38	6.07%
3	3	620.25	658.02	6.09%
3	4	809.25	858.74	6.12%
3	5	998.21	1,059.41	6.13%
3	6	1,187.29	1,260.19	6.14%

Split Bin:

<u>Bin Size</u>	<u>Times per Week</u>			
3	1	255.22	284.94	11.64%
3	2	392.33	441.71	12.59%
3	3	572.12	644.81	12.71%
3	4	730.39	824.55	12.89%
3	5	888.61	1,004.22	13.01%
3	6	1,046.94	1,184.07	13.10%

City of Duarte
Burrtec Waste Services
Proposed 2024 Rate Increases
Effective January 1, 2024

			Current 1/1/23 Rates	Proposed 1/1/24 Rates	Change
Bin push rates:					
	<u>Distance</u>	<u>Times per Week</u>			
	0'-25'	1	0.00	0.00	
	0'-25'	2	0.00	0.00	
	0'-25'	3	0.00	0.00	
	26'-50'	1	7.58	7.96	5.01%
	26'-50'	2	15.14	15.90	5.02%
	26'-50'	3	22.73	23.87	5.02%
	51'-75'	1	11.35	11.92	5.02%
	51'-75'	2	22.73	23.87	5.02%
	51'-75'	3	34.06	35.77	5.02%
	76'-100'	1	15.14	15.90	5.02%
	76'-100'	2	30.29	31.81	5.02%
	76'-100'	3	42.24	47.69	12.90%
	101'-125'	1	18.94	19.89	5.02%
	101'-125'	2	37.88	39.78	5.02%
	101'-125'	3	56.81	59.66	5.02%
	126'-150'	1	22.73	23.87	5.02%
	126'-150'	2	45.45	47.73	5.02%
	126'-150'	3	68.16	71.57	5.00%
	151'-175'	1	26.52	27.85	5.02%
	151'-175'	2	53.01	55.67	5.02%
	151'-175'	3	79.51	83.49	5.01%
	176'-200'	1	30.29	31.81	5.02%
	176'-200'	2	60.90	63.95	5.01%
	176'-200'	3	90.89	95.44	5.01%
	200'+	1 (per foot)	0.16/foot	0.17/foot	
	200'+	2 (per foot)	0.31/foot	0.33/foot	
	200'+	3 (per foot)	0.46/foot	0.48/foot	
Refuse rolloff containers:					
	<u>Size</u>	<u>Tonnage</u>			
	20	5	675.25	718.34	6.38%
	30	5	675.25	718.34	6.38%
	40	5	675.25	718.34	6.38%
	Compactor	5	748.41	797.18	6.52%
Recycling rolloff containers:					
	<u>Size</u>	<u>Tonnage</u>			
	40	0	267.89	288.69	7.76%
	Compactor	0	341.06	367.53	7.76%
Green waste rolloff containers:					
	<u>Size</u>	<u>Tonnage</u>			
	20/40	5	1,016.28	1,079.08	6.18%
Clean Inert containers:					
	<u>Size</u>	<u>Tonnage</u>			
	10/20/40	10	280.99	303.20	7.90%
Construction & Demolition containers					
	<u>Size</u>	<u>Tonnage</u>			
	10/40	5	734.36	795.62	8.34%

City of Duarte
Burrtec Waste Services
Proposed 2024 Rate Increases
Effective January 1, 2024

	Current 1/1/23 Rates	Proposed 1/1/24 Rates	Change
Extra Services:			
Extra refuse bin collection/service	55.11	57.87	5.01%
Extra pick-up Bin Compactor (Trash)	73.53	77.21	5.00%
Lock installed	6.09	6.40	5.09%
Lock removed - damaged by customer	33.50	35.18	5.01%
Recycling contamination (1 grace per year)	55.11	57.87	5.01%
Steam Clean (roll-off compactors)	121.38	127.46	5.01%
Steam Clean (bin compactors)	55.11	57.87	5.01%
Tilthopper	47.87	50.27	5.01%
Food Waste Contamination (1 grace per year)	60.47	63.50	5.01%
Dry run/ relocation	84.87	89.12	5.01%
Contamination Cleaning			
- Barrel	66.21	69.53	5.01%
- Bin	77.52	81.40	5.01%
Temporary Bin Services:			
3 Cubic Yd (7 day use)	166.85	175.21	5.01%
Dump & Return	166.85	175.21	5.01%
Dry run/ relocation			
Permanent Boxes - Weekly Rent Fee	194.04	203.76	5.01%
Temporary Boxes - Daily Rent Fee	27.72	29.11	5.01%
Certificate of Destruction	127.72	134.12	5.01%
Residential Street Sweeping Service Alternate Day/Side	2.15 + base fee	2.25 + base fee	
Commercial Street Sweeping Service Alternate Day/Side	4.14 + base fee	4.35 + base fee	
Barrel Exchange (one exchange per year N/C, does not apply to graffiti or damaged barrels)	16.61	17.44	5.00%
Barrel Replacement (residl-customer damaged comm-l-lost or stolen)	71.52	75.10	5.01%
Bin Exchange (one exchange per year N/C, does not apply to graffiti or damaged bins)	83.02	87.18	5.01%
Bin Replacement + actual cost of bin (comm lost or stolen)	91.95	96.56	5.01%

**AMENDMENT NO. 15 TO AGREEMENT BETWEEN
THE CITY OF DUARTE AND BURRTEC WASTE SERVICES, LLC**

This **Amendment No. 15 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. 15”) 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 collectively as the “Parties.”

RECITALS:

A. City and Contractor entered into that certain agreement titled “Agreement Between the City of Duarte and Burrtec Waste Service [*sic*], LLC for Municipal Solid Waste, Recyclables, and Green Waste Collection, Transportation, Disposal, Composting, and Processing” dated on or about September 18, 1996, also referred to as “Agreement Between The City of Duarte And Burrtec Waste Services[*sic*], LLC For Solid Waste Collection, Processing and Disposal Services, September 18, 1996 (the “Original Agreement”), as amended by that certain Amendment No. 1 thereto dated on or about March 8, 2004 (“Amendment No. 1”), by that certain Amendment No. 2 thereto dated on or about November 13, 2007 (“Amendment No. 2”), by that certain Amendment No. 3 thereto dated on or about February 24, 2009 (“Amendment No. 3”), by that certain Amendment No. 4 thereto dated on or about June 22, 2010 (“Amendment No. 4”), and by that certain Amendment No. 5 thereto dated on or about December 10, 2013 (“Amendment No. 5”) and by that certain Amendment No. 6 dated on or about December 15, 2014 (“Amendment No. 6”) by that certain Amendment No. 7 dated on or about December 23, 2015 (“Amendment No. 7”) by that certain Amendment No. 8 dated on or about December 13, 2016 (“Amendment No. 8”) and by certain Amendment No. 9 dated on or about December 12, 2017 (“Amendment No. 9”), and by certain Amendment No. 10 dated on or about December 20, 2018 (“Amendment No. 10”) and by certain Amendment No. 11 dated on or about December 4, 2019 (“Amendment No. 11”), and by certain Amendment No. 12 dated on or about December 21, 2020 (“Amendment No. 12”) and by certain No. 13 dated on or about October 26, 2021, (“Amendment No. 13”) and by certain Amendment No. 14 dated on or about December 13, 2022. The Original Agreement as amended by Amendment Nos 1 through 14, inclusive, is hereinafter referred to collectively as the “Agreement.”

B. City and Contractor desire to enter into this Amendment No. 15 to, among other things, amend, extend and restate the Term of the Agreement.

C. Except as otherwise set forth in this Amendment No. 15, 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, 2033, subject to subsection (c) below

(c) The Agreement Term may be extended one (1) additional year each year from and after December 31, 2024, 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. 15, the Agreement shall remain in full force and effect according to its terms.
4. **COUNTERPARTS.** This Amendment No. 15 may be executed in counterparts, each of which, when this Amendment No. 15 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. 15 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. 15.

[end—signature page follows]

IN WITNESS WHEREOF, the Parties have executed and entered into this Amendment No. 15 as of the Effective Date.

“CITY”

CITY OF DUARTE

Date: _____

By: _____
Jody Schulz, Mayor

ATTEST:

Annette Juarez, City Clerk

“CONTRACTOR”

BURRTEC WASTE SERVICES, LLC

Date: _____

By: _____

Printed Name: _____

Its: _____



ITEM: 10.B

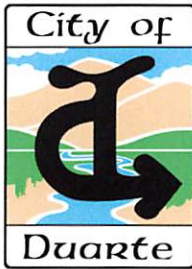
Consideration of Award of Contract for the Construction of the ATP Cycle 4 Pedestrian Access and Bicycle Safety Improvement Project No. 24-5

Recommended Action:

It is recommended that the City Council 1) approve the award of contract for the construction of the ATP Cycle 4 Pedestrian Access and Bicycle Safety Improvement Project to FS Contractors, Inc. in the amount of \$2,402,810.00; and 2) approve a budget amendment to the Community Improvement Fund (6220-8100) in the amount of \$23,000 and to the SB1 Fund (2250-8100) in the amount of \$560,020.75.

Attachments:

[10B - AOC for Construction of ATP Cycle 4 Project.pdf](#)



AGENDA REPORT

MEETING DATE: November 14, 2023

TO: Mayor and Members of the City Council

FROM: Craig Hensley, Community Development Director

BY: Stephanie Sandoval, Public Works Manager

SUBJECT: Award of Contract for the Construction of the ATP Cycle 4 Pedestrian Access and Bicycle Safety Improvement Project No. 24-5

RECOMMENDATION: It is recommended that the City Council: 1) Approve the award of contract for the construction of the ATP Cycle 4 Pedestrian Access and Bicycle Safety Improvement Project to FS Contractors, Inc. in the amount of \$2,402,810.00; and 2) Approve a budget amendment to the Community Improvement Fund (6220-8100) in the amount of \$23,000 and to the SB1 Fund (2250-8100) in the amount of \$560,020.75.

FISCAL IMPACT: The ATP Cycle 4 Pedestrian Access and Bicycle Safety Improvement Project was included in the FY 2023-24 Budget and will be funded by State funds and SB1 funds. The project cost is \$2,583,020.75 which is the contract amount with a 7.5 percent contingency

BACKGROUND

On December 28, 2018, Caltrans staff published their 2019 Active Transportation Program (ATP) Cycle 4 Final Scores for all submitted ATP Cycle 4 project applications. Overall, there were 19 proposed projects in the San Gabriel Valley that had ATP applications submitted during this cycle. Additionally, Caltrans staff also published its recommended projects to receive ATP funding under the Statewide Component. The City of Duarte received a top 14 score in the entire state, with an overall outstanding score of 93. Funding for the Pedestrian Access and Bicycle Safety Improvement Project for the construction phase totals \$2,023,000 in State awarded funds.

The ATP Cycle 4 Pedestrian Access and Bicycle Safety Improvement Project scope includes:

Central Ave. Improvements – Construct new sidewalk along the south side of Central Ave. and install new signing and striping to increase safety for pedestrians and bicyclists.

Evergreen St. Improvements – Construct new or reconstruct sidewalk along the north side of Evergreen St. between Brightside Ave. and Highland Ave. to meet all ADA compliance requirements. The project also includes pedestrian lighting and a new bike lane along Evergreen St. with the appropriate signage and pavement markings.

Pedestrian / Bicyclist Connection Corridor – Improve the pedestrian corridor south of 210 FWY between Buena Vista Street and Brightside Avenue that completes the connection onto Evergreen Street. Proposed work includes the reconstruction of the pathway surface, pedestrian lighting, new signage and a new block wall along the south side next to the residential parcels.

Pedestrian Underpass Connectivity – Includes the widening of existing sidewalk and lighting improvements on the west side of Highland Ave. at the 210 underpass, and signage and striping improvements on Duncannon Ave. at the 210 underpass.

DISCUSSION/ANALYSIS

On October 5, 2023 bid documents for the construction of this project were made available and the project was published in accordance with the Duarte Municipal Code (DMC) Section 2.36.060.

On October 24, 2023, six (6) bids were submitted electronically. The results are as follows:

1	FS Contractors, Inc.	\$ 2,402,810.00
2	Gentry Brothers, Inc.	\$ 2,759,935.00
3	Alfaro Communications Construction, Inc.	\$ 2,800,844.74
4	Palp, Inc DBA Excel Paving Co.	\$ 3,268,870.00
5	All American Asphalt	\$ 3,464,470.00
6	Los Angeles Engineering, Inc.	\$ 5,015,000.00

The lowest responsible and responsive bidder is FS Contractors, Inc.; they have successfully completed work for the City of Lynwood, City of Rosemead, and City of Santa Clarita. Their federal and State license status has been verified.

As with all contracts, a contingency amount is considered for this project in anticipation of any potential contract changes due to unforeseen circumstances. A 7.5% contingency has been added to this contract and will only be used if deemed necessary by staff.

While it is anticipated that construction will begin this winter, the set schedule is yet to be determined. Staff will work with the contractor in obtaining a schedule that will effectively and efficiently complete this project. This project also contains elements in the design that may require long lead items and may extend the schedule. Also, the contractor will be required to limit impact

on CSArts and Duarte High Schools as much as possible which may require performing work on Central Ave. during school breaks such as winter, spring, or summer breaks.

RECOMMENDATION

It is recommended that the City Council: 1) Approve the award of contract for the ATP Cycle 4 Pedestrian Access and Bicycle Safety Improvement Project to FS Contractors, Inc. in the amount of \$2,402,810.00; and 2) Approve a budget amendment to the Community Improvement Fund (6220-8100) in the amount of \$23,000 and to the SB1 Fund (2250-8100) in the amount of \$560,020.75.

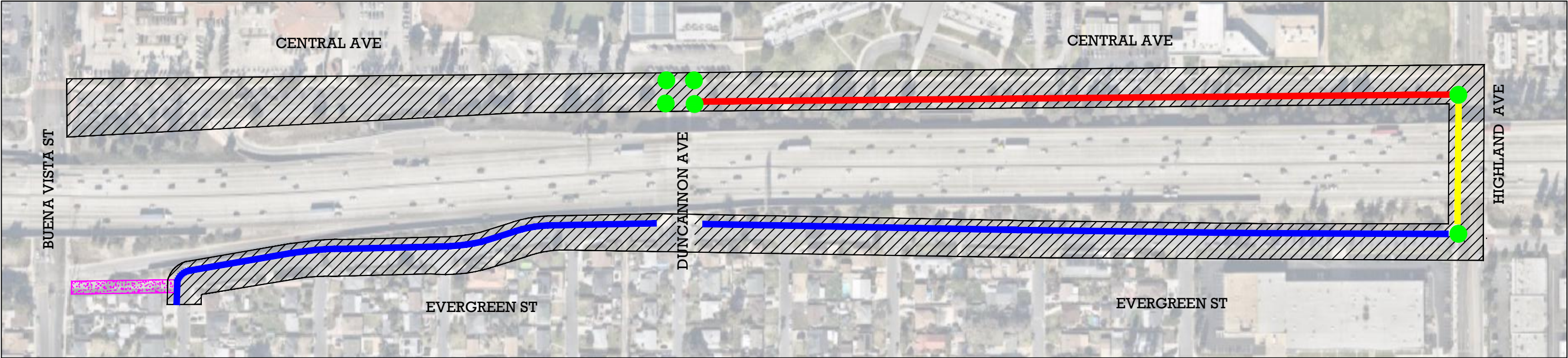
FISCAL IMPACT

The ATP Cycle 4 Pedestrian Access and Bicycle Safety Improvement Project was included in the FY 2023-24 Budget and will be funded by State funds and SB1 funds. The project cost is \$2,583,020.75 which is the contract amount with a 7.5 percent contingency.

ATTACHMENTS

Project Scope Exhibit
Agreement with FS Contractors, Inc.

Project Scope Exhibit

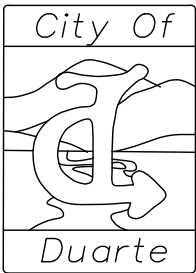


LEGEND:

- REMOVAL OF EXISTING IMPROVEMENTS AND TREES. CONSTRUCTION OF NEW SIDEWALK.
- REMOVAL OF EXISTING IMPROVEMENTS AND TREES. CONSTRUCTION OF NEW SIDEWALK AND PEDESTRIAN LIGHTS.
- REMOVAL OF EXISTING IMPROVEMENTS. WIDENING OF SIDEWALK AND INSTALLATION OF PEDESTRIAN LIGHTS.
- PATHWAY RESURFACING, INSTALLATION OF PEDESTRIAN LIGHTS AND CONSTRUCTION OF BLOCK WALL.
- INSTALL/UPGRADE BIKE LANE, STRIPING, MARKINGS AND SIGNAGE.
- ADA RAMP IMPROVEMENTS.



ATP Cycle 4 Pedestrian Access & Bicycle Safety Improvements Project



CITY OF DUARTE
AGREEMENT FOR CONSTRUCTION OR MAINTENANCE SERVICES

THIS AGREEMENT FOR CONSTRUCTION OR MAINTENANCE SERVICES (“**Agreement**”), made and effective as of _____ (“**Effective Date**”), by and between the City of Duarte (“**City**”), and **FS Contractors, Inc.**, a California corporation, (“**Contractor**”). Contractor and the City are hereafter together referred to as the “**Parties**” and each individually as a “**Party**.” In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS.

This Agreement is made and entered into with respect to the following facts:

- A. That City desires to obtain through Contractor the work set forth and described in the Scope of Work attached hereto as Exhibit A and incorporated herein by this reference (“**Contractor Services**”).
- B. That Contractor represents to the City that Contractor is well qualified to perform the Contractor Services by reason of Contractor’s training, expertise, experience, and background.
- C. That the public interest, convenience, and necessity require that City obtain the Contractor Services upon the terms and conditions set forth herein.
- D. That City and Contractor mutually desire to enter into this Agreement for the provision of the Contractor Services by Contractor for and on behalf of City, in accordance with the terms and conditions set forth herein.

2. SERVICES AND WORK

- A. Provision of Contractor Services. During the term of this Agreement, Contractor shall provide the Contractor Services as set forth in Exhibit A. Time is of the essence for this Agreement.
- B. Additional Services. If City desires to add additional work, services, work locations, or service locations not specifically described in Exhibit A (“**Additional Services**”), City shall notify Contractor thereof at least thirty (30) days in advance of the time such Additional Services shall commence. Contractor shall perform such Additional Services, and compensation for the work performed shall be paid by City in accordance with the Budget and Fee Schedule attached hereto as Exhibit B and incorporated herein by this reference, or as otherwise may be agreed in writing by City and Contractor. It is expressly understood by Contractor that the provisions of this Subsection 2(B) shall not apply to work specifically set forth in Exhibit A or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the work to be performed as included in Scope of Work

may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation. Unless contradictory of this Subsection 2(B), all provisions in this Agreement applicable to Contractor's performance of the Contractor Services shall also apply to the Additional Services.

- C. Standard of Performance. In performing the Contractor Services, Contractor shall use the skill and care that a highly specialized professional with significant expertise in the field would use under similar circumstances. To the extent that Contractor retains subcontractors to perform any portion of any of the Contractor Services, Contractor has a duty to City to ensure that the tasks, work, and services performed by such subcontractors meet the same highly specialized professional level, skill, and expertise expected of Contractor.
- D. Labor, Equipment, Materials. Contractor shall equip itself with all necessary labor, equipment, and materials to perform the Contractor Services specified in this Agreement. Contractor represents that the Contractor Services will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable Federal, State, and local laws to perform the Contractor Services. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of the Contractor Services and as required by law. Contractor ensures that all goods, materials, equipment, or personal property included within the Contractor Services shall be of good quality and fit for the purpose intended.
- E. Work Site. Contractor has or will investigate the work site and is or will be fully acquainted with the conditions there existing, prior to commencement of the Contractor Services. Should Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the Contractor Services, Contractor shall immediately inform City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City Representative (as defined below).
- F. Independent Contractor. All Contractor Services, and all work, services, labor, equipment, and materials furnished in conjunction therewith shall be furnished by Contractor as an independent contractor, subject to the inspection and approval of City, or the City Representative (as defined below). City shall have the right to control Contractor only as to results of the Contractor Services rendered pursuant to this Agreement. Neither City nor any of its officers, officials, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner. No City-provided employee benefits shall be available to the Contractor or any of Contractor's employees in connection with this Agreement. Except for the fees paid to Contractor as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing Contractor

Services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing Contractor Services hereunder.

3. AUTHORITY OF THE CITY REPRESENTATIVE

- A. City Representative. The “**City Representative**” shall be Stephani Sandoval, Public Works Manager of City of Duarte, acting personally or through their duly authorized agents, each agent acting only within the scope of authority delegated to them.
- B. Scope of Authority. The City Representative shall convey to Contractor the decision of City regarding any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work. The City Representative shall further convey to Contractor the decision of City regarding all questions which may arise as to the acceptable fulfillment of this Agreement on the part of Contractor; and all questions as to claims and compensations. The City Representative’s communicated decisions shall be final, and the City Representative shall have authority to enforce and make effective such communicated decisions so that Contractor can carry out such decisions promptly.

4. TERM OF AGREEMENT

This Agreement shall commence and terminate on the dates set forth in Exhibit A.

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 Contractor. Upon receipt of said notice, Contractor shall immediately cease all Contractor Services under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this Subsection 5(A), Contractor shall submit a final invoice/report to City pursuant to Section 6, and City shall be entitled to receive a return of the fee paid to Contractor, or portion thereof, if the reason for the termination is failure by Contractor 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 Subsection 5(A), City may first serve upon Contractor a written notice of the default specifying the default and the amount of time that Contractor shall have to cure, correct, or remedy the default. If Contractor fails to cure the default within the specified period of time, City shall have the right to immediately terminate this Agreement pursuant to this Subsection 5(A). Notwithstanding any other provision of this Agreement to the contrary, City’s termination of this Agreement pursuant to this Subsection 5(A) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.

- B. Contractor may terminate this Agreement only due to a material breach by City, and only upon not less than thirty (30) days' prior written notice to City which notice shall specify the material default. Upon receipt of such notice, City may, but shall not be obligated to, effect to remedy such default, which remedy will cause the notice of termination to no longer apply, and this Agreement to continue in effect.

6. COMPENSATION

- A. Amount of Compensation. Compensation will be determined according to the Budget and Fee Schedule set forth in Exhibit B.
- B. Invoices. Contractor shall invoice City monthly for all work performed by Contractor under this Agreement. Invoices shall include billings for all charges, including authorized direct costs incurred by Contractor during the month covered by the invoice. All charges for labor, work, or services shall describe with specificity the services rendered and shall set forth the number of hours worked and hourly rates in accordance with Exhibit B. Within thirty (30) days of receipt of an invoice, and upon determination by City that the invoice is in order and that Contractor has performed all requested or required work or services in a timely and competent manner, City shall pay such invoice.
- C. Records of Contractor Services and Payments. Contractor 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 Contractor Services under this Agreement. Contractor shall also 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. Contractor 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.

7. LICENSES, PERMITS, APPROVALS, FEES

- A. Contractor must possess at the time of commencing the Contractor Services and throughout the duration of this Agreement, a Contractor's License, issued by the State of California, which is current and in good standing. Contractor shall ensure that any subcontractor working on the Contractor Services possesses at the time of commencing work and throughout the duration of such subcontractor's work on the Contractor Services, a Contractor's License, issued by the State of California, which is current and in good standing. Contractor shall take out and maintain during the life of this Agreement a valid City Business License.

- B. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Contractor Services prior to commencing work. Contractor and its employees, agents, and subcontractors shall, at their sole cost and expense, keep in effect during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Contractor Services. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the Contractor Services, and shall indemnify, defend and hold harmless City and its elected and appointed officials, boards, members, officers, agents, representatives, employees, and volunteers ("**City Personnel**") against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against City hereunder.

8. INSURANCE AND LIABILITY

- A. Contractor shall not commence work under this Agreement until it has secured all types and amounts of insurance required under this Section 8, nor shall it allow any subcontractor to commence work on any subcontract to this Agreement until all similar insurance required of the subcontractor has been obtained. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided in Exhibit C, against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. If Contractor subcontracts any portion of the work, the contract between Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that Contractor is required to maintain pursuant to this Section 8.
- B. The City's Director of Administrative Services shall have the authority to adjust or amend the insurance requirements in Exhibit C of this Agreement so long as such amendment or adjustment is agreed to in writing by the Parties.

9. INDEMNIFICATION

- A. Contractor shall indemnify, defend (with legal counsel approved by City), and hold harmless City and City Personnel from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees, and all other costs and fees of litigation) of every nature ("**Claims**") arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse City its costs of defense, including without limitation reasonable attorneys' fees, expert fees, and all other costs and

fees of litigation. Contractor shall promptly pay any final judgment rendered against City and City Personnel with respect to Claims determined by a trier of fact to have been the result of Contractor's negligent, reckless, or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive the expiration or termination of this Agreement.

- B. Contractor's obligations under this Section 9 apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by City or City Personnel. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the Parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.
- C. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due to Contractor, without liability for interest, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay City any sums Contractor owes City.

10. OBSERVING LAWS AND ORDINANCES

Contractor shall keep itself fully informed of all existing and future Federal, State, regional, county, and municipal laws, ordinances, and regulations, which in any manner affect the conduct of the work, and of all applicable orders and decrees of bodies or tribunals having any jurisdiction or authority over the work. If any discrepancy or inconsistency is discovered in this Agreement in relation to any such law, ordinance, regulation, order, or decree, Contractor shall forthwith report the same to the City Representative in writing. Contractor shall at all times observe and comply with and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees, and shall protect, indemnify, hold harmless, and defend to the fullest extent permitted by law City and City Personnel against any claim or assertion of liability, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor or by its agents, representatives, employees, or subcontractors.

11. NON-DISCRIMINATION

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, gender, gender identity, gender expression, physical or mental disability, age, military status, marital or familial status, sexual orientation, national origin, or ancestry. Contractor shall incorporate the foregoing provisions in all subcontracts.

12. PATENTED AND COPYRIGHTED MATERIALS

Contractor shall assume all costs arising from the use of patented or copyrighted materials, including, but not limited to, equipment, devices, processes, and software programs, used or incorporated in the Contractor Services performed by Contractor under this Agreement. Pursuant to Section 8, Contractor shall indemnify, defend (with legal counsel acceptable to City), and hold City and City Personnel harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

13. PREVAILING WAGE REQUIREMENTS

A. Public Work. Contractor expressly acknowledges and agrees that City has never previously affirmatively represented to Contractor, its employees, or its agents in writing or otherwise that the work to be covered under this Agreement is not a "public work," as defined in California Labor Code section 1720 of the Labor Code. In connection with the development, construction (as defined by applicable law), and operation of the project, including, without limitation, any public work (as defined by applicable law), if any, Contractor shall bear all risks of payment or non-payment of Federal and/or State prevailing wages and/or the implementation of California Labor Code sections 1726 and 1781, as the same may be enacted, adopted, or amended from time to time, and/or any other provision of law. To the extent applicable, City will enforce all penalties required by law for Contractor's failure to pay prevailing wages.

B. California Labor Code. Contractor's attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages) and Article 3 (Working Hours), thereof.

(i) In accordance with California Labor Code sections 1773 and 1773.2, City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with City's principal office and are available to any interested party on request. Contractor shall post a copy of the prevailing rate of per diem wages at each job site.

(ii) Contractor is aware of and will comply with the provisions of California Labor Code section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said section. Pursuant to California Labor Code section 1771.4, Contractor must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations' electronic certified payroll reporting (eCPR) system.

(iii) Pursuant to California Labor Code section 1810 it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

(iv) Pursuant to California Labor Code section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

(v) Pursuant to California Labor Code section 1813, it is stipulated hereby that Contractor shall, as a penalty to City, forfeit \$25 for each worker employed in the execution of this Agreement by Contractor or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the California Labor Code.

(vi) Contractor is aware of and will comply with the provisions of California Labor Code sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to section 1777.5 it is hereby stipulated that Contractor will be responsible for obtaining compliance therewith on the part of any and all subcontractors employed by them in connection with this Agreement.

(vii) Pursuant to California Labor Code section 1775, it is hereby stipulated that Contractor shall, as a penalty to City, forfeit not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Contractor Services by Contractor or any subcontractor.

- C. Bidding Eligibility. Pursuant to California Labor Code section 1771.1, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.
- D. DIR Monitoring. Pursuant to California Labor Code section 1771.4, Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

14. CONFLICTS OF INTEREST

- A. City Personnel. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Contractor Services performed under this Agreement.
- B. Contractor. Contractor represents, warrants, and covenants that he, she, or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor acknowledges that pursuant to the provisions of the Political Reform Act (California Government Code section 87100 et seq.), City may determine Contractor to be a "Contractor" as that term is defined by the Political Reform Act. In the event City makes such a determination, Contractor agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

15. NO UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Contractor, or from any officer, employee, or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Contractor further warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

16. ASSIGNMENT

Contractor shall not assign, hypothecate, or otherwise transfer this Agreement or any portion hereof, without first obtaining the written consent of City. If such an assignment,

hypothecation, or transfer is made or attempted by Contractor, the assignment, hypothecation, or transfer shall be void; and City, at its sole option, may terminate this Agreement upon the giving of a 24-hour written notice to Contractor of such termination.

17. PERFORMANCE

If Contractor should neglect to prosecute the work to City's satisfaction, or, in City's reasonable discretion, fail to perform any provisions of this Agreement, City, after five (5) days written notice to Contractor, may without prejudice to any other remedy City may take appropriate action, including, but not limited to, any of the following: (i) meeting with Contractor and/or its agents or subcontractors to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to have the work repeated at no additional fee until it is satisfactory; (iii) withholding payment of City's compensation to Contractor for any unsatisfactory work performed; (iv) suspending delivery of work to Contractor for an indefinite time; (v) correcting such deficiencies and deducting the cost thereof from the payment then or thereafter due Contractor, provided, however, that the City Representative shall approve such action and certify the amount thereof to be charged to Contractor; and/or (vi) terminating this Agreement. Except as may be expressly set forth 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 or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies to which such Party may be entitled.

18. FORCE MAJEURE

Any time period specified in this Agreement for performance of work and services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying Party shall within ten (10) days of the commencement of such delay notify the other Party in writing of the causes of the delay ("**Force Majeure Event**"). If Contractor is the delaying Party, City shall ascertain the facts and the extent of delay and extend the time for performing the work and services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the Parties. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be an extension of this Agreement pursuant to this Section 18. For the avoidance of doubt, Force Majeure Event shall not include (i) financial distress nor the inability of either Party to make a profit or avoid a financial loss; (ii) changes in the market prices or conditions; or (iii) a Party's financial inability to perform its obligations hereunder. The current events related to the COVID-19 pandemic are known and shall not constitute Force Majeure Event, future impacts of the COVID-19 pandemic may be considered a Force Majeure Event to the extent that they prevent the performance of a Party's obligations under this Agreement.

19. NOTICE

Any notice, payment, or instrument required or permitted to be given or delivered by this Agreement may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows, or to such other address provided by a written notice from one Party to the other:

If to City:

City of Duarte
1600 Huntington Drive
Duarte, CA 91010
Attn: Marvin Carpio
Email: mcarpio@accessduarte.com

If to Contractor:

FS Contractors, Inc.
14838 Bledsoe Street
Sylmar, CA 91342
Attn: Jose Angel Fierros
Email: angel@fscontractorsinc.com

20. WARRANTY

Contractor warrants all work under this Agreement (which for purposes of this Section 20 shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one (1) year (or the period of time specified elsewhere in this Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by City of any defect in the work or non-conformance of the work to this Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at Contractor's sole cost and expense. Contractor shall act sooner as requested by City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by Contractor's defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements, comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of City, regardless of whether such warranties and guarantees have been transferred or assigned to City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of City. This provision may be waived in Exhibit A if the Contractor Services hereunder do not include construction of any improvements or the supplying of equipment or materials.

21. ATTORNEYS' FEES

Notwithstanding anything in this Agreement to the contrary, in no event shall Contractor be entitled to economic or consequential damages or to punitive damages. In the event of any litigation arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other related expenses.

22. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No City Personnel shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

23. SEVERABILITY

If any portion of this Agreement is found by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, or condition, or provision contained in this Agreement. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to give effect to the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be performed as originally contemplated to the greatest extent possible.

24. EXECUTION

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. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Parties.

25. NO WAIVER

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No waiver by either Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

26. NO THIRD-PARTY BENEFICIARIES

This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

27. NON-LIABILITY OF CITY PERSONNEL

No City Personnel shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

28. GOVERNING LAW AND VENUE

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 permitted by law, 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. The Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the Parties concerning this Agreement. Service of process on City shall be made in the manner required by law for service on a public entity. Service of process on Contractor shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

29. SURVIVAL

The terms, provisions, representations, and certification contained in this Agreement, or inferable therefrom, shall survive the expiration or termination of this Agreement and the payment of the compensation hereinabove provided.

30. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

31. INTEGRATION, CONSTRUCTION, AND AMENDMENT

This Agreement contains the entire understanding of the Parties and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. 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 shall be construed and interpreted with and shall be governed and enforced in all respects according to the laws of the State of California and as if drafted by both Parties. No amendment, change or modification of

this Agreement shall be valid unless in writing, stating that it amends, changes, or modifies this Agreement, signed by all the Parties hereto.

32. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

33. SPECIAL PROVISIONS

Any special provisions applicable to this Agreement are set forth in Exhibit D, attached hereto and incorporated herein by this reference.

34. CITY MANAGER AUTHORITY

City's City Manager shall have the authority to make non-material changes, non-material amendments, or clerical edits to this Agreement on behalf of the City.

[Signatures on following page.]

IN WITNESS WHEREOF, the City Council of the City of Duarte caused the Agreement to be subscribed by its Mayor or City Manager and said Contractor has executed or caused this Agreement to be executed by its duly authorized officer(s).

CITY OF DUARTE

FS CONTRACTORS INC.

Brian Villalobos, City Manager

Date: _____

By: J. Angel Ferris

Its: President

Date: 11/6/23

By: _____

Its: _____

Date: _____

ATTEST

Annette Juarez, City Clerk

Date: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

Thai Viet Phan, City Attorney

Date: _____

EXHIBIT A

Scope of Work

PROJECT DESCRIPTION:

The general nature of the work consists of furnishing all labor, material, equipment, services, and incidentals required for sidewalk, lighting and roadway improvements. The scope of the work includes the removal of existing pavement surfaces, construction of new sidewalk, lighting and other related features including installation of new thermoplastic (extrusion type) pavement striping, markings, legends and red curb.

TO THE CITY OF DUARTE, CALIFORNIA:

The undersigned, and bidder, declares that he/she has carefully examined the location of the proposed work, including additive work, that he/she has examined the Special Provisions and read the accompanying instructions to bidders, and hereby proposes and agrees, if the proposal is accepted, to furnish all materials to do all work required to complete the said work in accordance with the said Standard Specifications, Special Provisions, and plans in the time and manner therein prescribed for the unit prices set forth in the following schedule:

PERFORMANCE SCHEDULE:

Construction shall be completed within 160 working days after the date stipulated on the Notice to Proceed.

EXHIBIT B

Budget and Fee Schedule

Item		Quantity	Unit	Unit Price	Total Price
1	Traffic Control	1	LS	\$25,000.00	\$25,000.00
2	Clearing and Grubbing of Project Site Including Removal of Shrubs or other Conflicting Plant Material, Limb Trimming and Root Grinding/Pruning	1	LS	\$16,000.00	\$16,000.00
3	Remove Existing Trees and Grind Stump	43	EA	\$1,070.00	\$46,010.00
4	Unclassified Excavation	1	LS	\$10,000.00	\$10,000.00
5	Furnish and Install 2" SCH. 80 PVC Conduit Including all Sweeps and Fittings	3,950	LF	\$30.00	\$118,500.00
6	Furnish and Install No 3.5 Pull Box	57	EA	\$950.00	\$54,150.00
7	Furnish and Install Caltrans Type III-BF Service Pedestal	2	EA	\$9,000.00	\$18,000.00
8	Construct PCC Pole Foundation	53	EA	\$1,150.00	\$60,950.00
9	Furnish and Install Decorative Pedestrian Light Pole and Luminaire	53	EA	\$11,000.00	\$583,000.00
10	Furnish and Install SCE POC Improvements	2	EA	\$4,000.00	\$8,000.00
11	Install Conductors, Connections and Components Required for Turn on and Function of Project Lighting Facilities	1	LS	\$120,000.00	\$120,000.00
12	Remove Existing Pavement and Install Clean Compacted Dirt Fill Flush with Surface	900	SF	\$3.00	\$2,700.00
13	Sawcut and Remove Existing PCC Curb & Gutter and Install New 6" or 8" PCC Curb & Gutter	3,000	LF	\$85.00	\$255,000.00
14	Sawcut and Remove Existing PCC Spandrel, Construct New PCC Spandrel	300	SF	\$25.00	\$7,500.00
15	Sawcut and Remove Existing Pavement Surface and Construct New PCC Curb Ramp Std Per Plan	5	EA	\$9,000.00	\$45,000.00
16	Sawcut and Remove Existing Pavement Surface and Construct New 4" PCC Sidewalk	31,100	SF	\$14.00	\$435,400.00
17	Remove Existing Surface and Install Variable Height Slough Curb 6"-10" at Back of Sidewalk	350	LF	\$40.00	\$14,000.00
18	Remove Existing Detectable Warning Surface and Install New Detectable Warning Surface	4	EA	\$500.00	\$2,000.00
19	Remove Existing Pavement to Full Depth (16"), Grade and Compact Subgrade	11,000	SF	\$8.50	\$93,500.00

EXHIBIT B

-1-

20	Construct 10" Class II Base	11,000	SF	\$2.30	\$25,300.00
21	Construct 4" B PG 64 -10 AC Pavement	11,000	SF	\$3.85	\$42,350.00
22	Construct 2" ARHM GG C AC Pavement	11,000	SF	\$4.95	\$54,450.00
23	Construct 10' Tall Screen Wall and Foundation	250	LF	\$600.00	\$150,000.00
24	Private Property Restoration Related to Screen Wall Construction	1	LS	\$5,000.00	\$5,000.00
25	Remove Existing Conflicting Signage and Striping and Install New Signage and Thermoplastic Striping	1	LS	\$125,000.00	\$125,000.00
26	Adjust Existing Utility Cover to Finished Surface	40	EA	\$400.00	\$16,000.00
27	Remove Existing & Construct PCC Parkway Drain, Reconstruct And Furnish New Slip Resistant Coated Plate Steel Cover	5	EA	\$5,000.00	\$25,000.00
28	Obtain Caltrans Encroachment Permit and Implement Permit Requirements	1	LS	\$25,000.00	\$25,000.00
29	Construction Survey, Staking and Monument Restoration	1	LS	\$20,000.00	\$20,000.00
Total Base Bid					\$2,402,810.00

The bid prices shall include any and all costs, including labor, materials, and all other incidental cost to complete the project, in compliance with the Bid and Contract Documents and applicable standards. All other work items not specifically listed in the bid schedule, but necessary to complete this work per bid and contract documents and applicable standards are assumed to be included in the bid prices.

EXHIBIT B

EXHIBIT C

Insurance Requirements

A. Insurance Coverage Required. The policies and amounts of insurance required hereunder shall be as follows:

(i) Commercial General Liability (including premises and operations, contractual liability, personal injury, death, and independent contractor liability): In an amount no less than \$5,000,000 per occurrence and \$10,000,000 general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability.

(ii) Automobile Liability (including owned, non-owned, leased, and hired autos): In an amount no less than 5,000,000.00 combined single limit, per occurrence for bodily injury, death, and property damage.

(iii) Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, including California Labor Code section 3700.

(iv) Umbrella or Excess Liability Insurance that will provide bodily injury, personal injury, death, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

(A) A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;

(B) Pay on behalf of wording as opposed to reimbursement;

(C) Concurrency of effective dates with primary policies;

(D) Policies shall "follow form" to the underlying primary policies; and

(E) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

B. Contractor's Insurance General Requirements.

(i) All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the

List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City Representative.

(ii) Commercial General Liability, Automobile Liability, and Employer's Liability shall name City and City Personnel as additional insureds and contain no special limitations on the scope of protection afforded to City and City Personnel. All insurance provided hereunder shall include the appropriate endorsements.

(iii) All insurance policies shall be primary insurance and any insurance or self-insurance maintained by City and/or City Personnel shall be in excess of Contractor's insurance and shall not contribute with it.

(iv) All insurance policies shall be "occurrence" rather than "claims made" insurance.

(v) All insurance policies shall apply separately to each insured against whom a claim is made or suit brought, except with respect to the limits of the insurer's liability.

(vi) All insurance policies shall be endorsed to state that the insurer shall waive all rights of subrogation against City and City Personnel.

(vii) All insurance policies shall be written by good and solvent insurer(s) admitted to do business in the State of California and approved in writing by City.

(viii) All insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

(ix) All insurance policies shall state that City shall not be liable for the payment of premiums or assessments under the policy.

(x) Insurance policies shall not contain any limiting provision or endorsement that has not been submitted to City for approval. By way of example, additional insured endorsements shall not be limited to "ongoing operations," exclude contractual liability, restrict coverage to the "sole" liability of Contractor, or contain any other limitation contrary to this Agreement.

C. Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved in writing by City.

D. Evidence of Coverage. Contractor shall furnish City with certificates of insurance demonstrating the coverage required by this Agreement which shall be received and

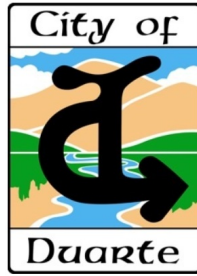
approved by City not less than five (5) working days before work on the Contractor Services commences. At least thirty (30) days prior to the expiration of any policy of insurance required under this Agreement, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with City.

- E. Workers Compensation Insurance. Contractor shall file with City the following signed certification:

“I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the Agreement, complete Workers’ Compensation Insurance, and shall furnish a Certificate of Insurance to City before execution of the Agreement.”

In the event Contractor has no employees requiring Contractor to provide Workers’ Compensation Insurance, Contractor shall so certify to City in writing prior to City’s execution of the Agreement. City and City Personnel shall not be responsible for any claims in law or equity occasioned by failure of Contractor to comply with this Section E - Workers Compensation Insurance or with the provisions of law relating to workers’ compensation.

- F. Default of Insurance Requirements. In addition to any other remedies at law or equity City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time required by this Section F – Default of Insurance Requirements, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor’s breach: (i) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement; (ii) order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both, until Contractor demonstrates compliance with the insurance requirements herein; and/or (iii) terminate this Agreement.



ITEM: 10.C

Authorizing the Purchase of a New Prefabricated Restroom Building for Beardslee Park Restroom Replacement Project and Budget Amendment

Recommended Action:

It is recommended that the City Council 1) authorize the City Manager to execute the purchase contract with The Public Restroom Company for a prefabricated restroom building, unit PS-033, in the amount of \$231,617, for the Beardslee Restroom Replacement Project and 2) approve a total project budget amendment of \$97,617 to the General Fund (100-1610-8100).

Attachments:

[10C - Beardslee Park Restrooms.pdf](#)



Agenda Item:	<u>10C</u>
CM Review:	<u>8cv</u>
Fiscal Review:	<u>XP</u>

AGENDA REPORT

MEETING DATE: November 14, 2023

TO: Mayor and Members of the City Council

FROM: Manuel Enriquez, Director of Parks and Recreation

SUBJECT: Authorizing the Purchase of a New Prefabricated Restroom Building for Beardslee Park Restroom Replacement Project and Budget Amendment

RECOMMENDATION: It is recommended that the City Council 1) authorize the City Manager to execute the purchase contract with The Public Restroom Company for a prefabricated restroom building, unit PS-033, in the amount of \$231,617, for the Beardslee Restroom Replacement Project and 2) approve a total project budget amendment of \$97,617 to the General Fund (100-1610-8100).

FISCAL IMPACT: Increased expenses in the General Fund of \$97,617.

BACKGROUND

The current Capital Improvement Plan (C.I.P.), adopted by City Council back in 2021, identifies the need to replace the restroom at Beardslee Park, one of the leased properties to the City through its Joint Use Agreement with the Duarte Unified School District (DUSD).

At the end of 2021, the City submitted the Beardslee Restroom Replacement Project application to the California Department of Parks and Recreation Office of Grants and Local Services, requesting to utilize its one-time Per Capita Program grant funds from the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All Act of 2018, in the amount of \$191,000, for a new restroom building for the park site. At the end of May 2022, the State had reviewed the City's Per Capita Application and came back with some follow up action items before the State could approve the project, including requesting an updated Joint Use Agreement with DUSD. After submitting an up-to-date agreement, the State took some time at length to again review the City's resubmitted grant materials and eventually came back and notified the City this requested project, on land not owned by the City, cannot be approved because 1) the grant amount is over \$100,000, which requires a land tenure agreement of at least 30 years with DUSD and 2) the termination clause within the existing agreement cannot allow DUSD as the landowner to revoke the agreement at will.

At the advice of the City's Per Capita Program Project Officer, the City submitted to the State a request, signed by the City Manager, requesting that the 30-year land tenure requirement be waived, and explained how the existing agreement between the City and DUSD would protect the

State's interests despite it not meeting two of the key requirements, given the fact that a joint use agreement has been in place for four decades and the long-standing partnership between the two public entities.

On August 22 of this year, the City was formally notified by the State that given the City will not have sufficient legal rights to the project property to ensure that it can meet the terms of the grant contract and adequately protect the State's financial investment, the City's request to utilize its Per Capita Program grant funds of \$191,000 towards the Beardslee Restroom Replacement Project is not approved.

In this Fiscal Year 2023/24 Budget, the Beardslee Restroom Replacement Project was estimated to cost \$325,000, and we budgeted \$191,000 in Per Capita grant funds (400-4005-8041) and \$134,000 in General Funds (100-1610-8100).

DISCUSSION/ANALYSIS

Given the need to replace the fully depreciated restrooms at Beardslee Park, City staff is proposing to purchase a prefabricated restroom building, which cuts down the project's overall cost, through the Public Restroom Company. The Public Restroom Company is committed to delivering quality modular buildings for parks and outdoor spaces. The proposed restroom model, Playground Series-033, has a building footprint of 22' x 11' 4" and features three all gender, single-occupant concrete block restrooms: three (3) flush toilets and three (3) sinks that will accommodate up to 135 users per hour. Two of the three restrooms are ADA compliant, can accommodate baby changing stations, and the entire building is built with proprietary vandal resistant components.

City staff is recommending purchasing the prefabricated restroom building from The Public Restroom Company's Sourcewell contract, #081721-PRM, in the amount of \$231,617. Sourcewell is a service cooperative created to provide programs and services to participating agencies in the government, education, and nonprofit sectors. Its statutory purpose is to assist these agencies in meeting specific needs which are more efficiently delivered cooperatively than by an entity individually. Sourcewell contracts are competitively solicited on behalf of Sourcewell and its participating agencies, including the City of Duarte. Once the order is placed, the Public Restroom Company estimates delivery within six to eight months.

As mentioned above, the current budget includes \$134,000 in General Funds for this project. Given the total cost of \$231,617, additional funds of 97,617 would be needed as the grant funds do not qualify for this project.

Separate from the cost of the prefabricated restroom building and prior to the delivery of the unit from the Public Restroom Company, the City would be responsible for securing a general contractor, through its formal public bidding process, to demolish the existing restroom building, prepare the foundation/pad, pull wire, complete all final tie-ins to the electrical panel, and make all final plumbing connections. Staff is estimating this additional work for the project to cost about \$93,000 but will come back to the Council for consideration of the award of contract at a future meeting date.

RECOMMENDATION

It is recommended that the City Council 1) authorize the City Manager to execute the purchase contract with The Public Restroom Company for a prefabricated restroom building, unit PS-033, in the amount of \$231,617, for the Beardslee Restroom Replacement Project and 2) approve a total project budget amendment of \$97,617 to the General Fund (100-1610-8100).

FISCAL IMPACT

Increased expenses in the General Fund of \$97,617.

ATTACHMENTS

A. Public Restroom Company Purchase Contract

Price Proposal: Beardslee Park

Location: Duarte, CA

Date: 10.24.2023

Reference:10417

Sourcwell: Contract # 081721-PRM

Our Offer to Sell:

1. Restroom Building delivered to site @ \$ 209,617

Public Restroom Company (PRC) herein bids to *furnish (building only per plans and specifications, delivered to site with all costs except installation including applicable taxes excluding retention.* (Retention is not allowed as this is materials or a product fully assembled before shipment to the site and therefore not subject to retention.)

2. Installation: Turnkey Installation of the Building above @ \$ 22,000 with retention allowed.

Public Restroom Company also includes in this two-part quotation our turnkey installation package for this building. Our national factory authorized installation team will:

- a. Arrive onsite to confirm and verify the Owner/General Contractor provided scope of work in preparation for installation including access to the site.
- b. Verify the building pad size, building corners, finished slab elevation, utility depth and location, meter size and distance from building, and compaction compliance.
- c. Excavate the utility trenches for placement of our prefabricated underground piping tree for the buildings plumbing and electrical, set the kit in place, provide the water test for inspection before backfilling, and then place the site adjacent coarse sand you provide to us alongside the building pad and screed it level for final building placement. We will need onsite water availability for wetting the sand bed before building placement to consolidate the pad.
- d. Set the building on the site pad.
- e. Connect the utility piping stub ups to the building piping stub down building points of connection for water, sewer, and electrical conduit to the building internal electrical panel.

3. Owner/General Contractor Final Tie In of Utilities and other site work:

- a. The Owner/Contractor is responsible for making all **final plumbing connections** at the 6' POC locations.
- b. The Owner/Contractor is responsible for pulling wire and completing all final tie-ins to the electrical panel from the 6' POC location.
- c. The Owner/Contractor is responsible for preparing the pad/foundation. PRC will trench through provided pad/foundation to run utilities to 6' POC locations.

4. Total Cost of building and installation @ \$ 231,617

Beardslee Park – Duarte, CA | 10.24.2023 | Reference # 10417 / baseMOD-033
2587 Business Parkway | Minden, NV 89423 | www.PublicRestroomCompany.com | p: 888-888-2060 | f: 888-888-1448

OWNER/GENERAL CONTRACTOR SCOPE OF WORK WITH/WITHOUT FOOTINGS:**Scope of Work Background:**

Owner/General Contractor shall survey the site, establish survey for the building pad and prefabricated building slab elevation and front corners, excavate for building footings (if required), locate footing sleeves for electrical, waste, and water, pour the footings (if required), furnish sand base adjacent to subgrade pad, and provide location for utility POC's nominally 6' outside the foundation.

Preparation of Building Pad:

Owner/General Contractor is responsible for providing the building subgrade pad or when required footings to frost depth per Public Restroom Company design specifications. PRC will provide detailed drawings for the subgrade building pad, utilities POC's, and if required the footings, attached to this scope of work.

Subgrade Pad/Foundation Requirements:

1. Owner/General Contractor shall survey the building site and provide a finished slab elevation for the prefabricated building. The building pad size we require is larger than the final actual building footprint. Provide building front corner stakes with 10' offsets.
2. Excavate the existing site to the depth of the required footings to local code if required.
3. Furnish coarse concrete sand adjacent to subgrade pad so PRC can cut the utility trenches, install underground utilities, and screed sand.

Owner/General Contractor verification of site access to allow Building Delivery:

1. You certify to PRC that suitable delivery access to the proposed building site is available. Suitable access is defined as 14' minimum width, 16' minimum height, and sufficient turning radius for a crane and 70' tractor-trailer.
2. Our cost is based upon the crane we provide being able to get within 35' from the building center and for the delivery truck to be no more than 35' from the crane center picking point.
3. If the path to the building site traverses curbs, underground utilities, landscaping, sidewalks, or other obstacles that could be damaged, it is the Owner/General Contractor's responsibility for repair and all costs, if damage occurs.
4. If trench plating is required, it shall be the cost responsibility of the Owner/General Contractor.
5. If unseen obstacles are present when site installation begins, it is the Owner/General Contractor responsibility to properly mark them and verbally notify PRC before installation.
6. If weather becomes an issue for safety or site installation delays due to weather, Owner/General Contractor or PRC with General Contractor's confirmation may call-off set. If building set is stopped, relocation of the building modules to an onsite or offsite location may incur additional costs to Owner/General Contractor.

Installation Notice and Site Availability:

PRC will provide sufficient notice of delivery of the prefabricated building. The Owner/General Contractor shall make the site available during the delivery period. During the delivery period, on an

improved site, Owner should stop site watering several days before delivery to minimize the impact on the soils for the heavy equipment needed for installation.

Caution: *If site is not ready for our field crew to perform their installation and if no notice of delay in readiness from Owner/General Contractor is received, PRC will provide a change order for re-mobilization on a daily basis until the site is ready for us. Ready means that the site pad is completed, the corner required survey stakes are in place, the slab elevation stakes are in place, the location of the front of the building is confirmed on site, and access to the site is available from an improved roadway. Owner/General Contractor shall sign the change order before we will continue delivery.*

Public Restroom Company will “turn-key” set the buildings including the hook up of utilities inside the building (only) when they are available. PRC will use its own factory trained staff for the installation.

Utility Connections:

1. PRC to complete all internal building plumbing connections and connections from the electrical panel to building’s fixtures. The Owner/ Contractor is responsible for making the **final plumbing connections** at the 6’ POC locations.
2. The Owner/Contractor is responsible for pulling the wire and completing the final tie-in to the electrical panel from the 6’ POC location.
3. The Owner/Contractor is responsible for commissioning the building once final utility connections are made. This includes flushing & testing all water service lines before final startup.

Special Conditions, Permits, and Inspection Fees:

Follow any published specifications governing local building procedures for applicable building permit fees, health department fees, all inspection fees, site concrete testing fees, and compaction tests, if required by Owner. PRC is responsible for all required State inspections and final State insignia certification of the building, if applicable.

Jurisdiction for Off-site Work:

Jurisdiction, for permitting and inspection of this building shall be either the State agency who manages prefabricated building compliance in the state or the local CBO (when the State does not provide certification.) If the responsibility for building inspection is the local CBO, we will provide a certified plan set, calculations, and a third-party engineer inspection report for any and all closed work the local official cannot see.

PUBLIC RESTROOM COMPANY SCOPE OF WORK:

Our In Plant/Off-Site Construction Scheduling System:

PRC has several off-site manufacturing centers in the United States, strategically located, with the proper equipment and trained staff to fabricate our custom buildings to our high-quality fit and finish standards. PRC manages quality control in our off-site production facility to comply with the approved drawings and provides an inspection certification and photos as required. When proprietary materials,

which we have designed and fabricated, are part of the project, PRC supplies the manufacturing centers with these proprietary PRC components. We then schedule the in-plant construction process to coordinate with your delivery date through our Operations Division field staff. We guaranty on time at cost delivery weather permitting.

Special Payment and Progress Billing Terms:

Invoicing begins on the 30th of the month following an order and/or the acceptance of the proposal/contract. The first progress billing invoice will be issued for the commencement of design and engineering of architectural plans. This will be 10% of the contracted amount. Once construction begins invoicing will commence monthly based on plant percentage of completion, supported by photographs.

In the event of project stoppage, additional fees may be assessed for re-mobilization, storage, crane costs, etc. ***Our discounted project costs are based upon timely payments. Delays in payment could change delivery schedules and project costs.***

Delivery and Installation:**Site Inspection:**

PRC staff, upon site arrival, will verify the required dimensions of the building pad and the corner locations/elevation. We will also verify the delivery path from an accessible road or street and install the underground utilities to the point of connection nominally 6' from the exterior of the building.

Installation:

PRC will install the building turn-key, except for any exclusion (listed under "Exclusions," herein.)

Installation of Utilities under the Prefabricated Building:

We fabricate off-site an underground utilities (water, and DWV piping and fittings) preassembled plumbing and electrical tree. Our site staff will set the underground tree into code depth excavated trenches and our staff will install the coarse concrete sand to bed the piping per our submitted drawing.

We provide all the buildings under-slab piping including the driven electrical ground rod. The Owner/General Contractor brings utility services to within 6' of the pad and are responsible for final connections at that point.

Connection of Utilities Post Building Placement:

After placement of the building on the pad by PRC, our field staff will tie in the water and sewer connection "inside" the building only and terminate at a point of connection (POC) outside the building clearly marked for each utility service. The Owner/General Contractor is responsible for final utility point of service connections at the nominal 6' from building locations.

Electrical:

PRC provides the electrical conduit to the POC 6' from the building. The Owner/General Contractor pulls the wire and ties it off on the electrical panel.

Plumbing:

PRC provides the POC up to 6' from the building footprint and the Owner/General Contractor connects the water to our stub out location.

Sewer:

Some sites depending on the local jurisdiction will require an outside house trap which Owner/General Contractor shall install if needed. PRC will provide you with a sewer point of connection including a clean out to which Owner/General Contractor will terminate the site sewer service.

Testing of Water, Sewer, and Electrical in Plant and Final Site Utility Connection:

Before the building leaves the manufacturing center, PRC certifies a pressure water piping test, DWV, and the electrical connections for compliance with code. While the building is fully tested for leaks at the plant before shipment, road vibration may loosen some plumbing slip fittings and require tightening once the building services (water) is completed. Owner/General Contractor is responsible for minor fitting tightening to handle small slip fitting leaks caused by transportation.

Time of Completion:

PRC estimates a 240 calendar day schedule to complete our scope of work from receipt of written notice to proceed together with signed approved architectural submittals; including final construction documents and structural calculations from all authorities required to approve them.

Exclusions/Exceptions:

1. **Access issues for delivery of the building by a clear unobstructed path of travel from an improved roadway to the final installation pad or foundation may cause site delays and extra cost at each site. This exclusion covers sites whose access is limited by trees, inaccessible roadways, overhead power lines at location where crane will lift building, grade changes disallowing our delivery trailers with only 4" of clearance to grade, berms, or uneven site grades, or when the path of travel is over improvements such as sidewalks, all of which are not within the scope of work by PRC. On some sites without on-site storage availability for buildings that cannot be set, relocation to a proximal crane yard and later relocated to the site for installation, will incur additional fees at rates that vary depending on local rates. PRC will provide written costs for this additional work by change order.**
2. **If weather on site causes site delivery issues, the delivery may have to be diverted to an off-site location and the additional costs will be a change order to the bid. Our staff works with the Owner/General Contractor in advance to make sure sound decisions for delivery are made to avoid this issue. But sometimes Owner/General Contractor take risks for weather, but this risk is clearly at the Owner/General Contractor risk, not PRC.**
3. **Sidewalks outside the building footprint.**
4. **Trench plates or matting needed for protection of site soils, sidewalks, hardscaping, or site utilities shall be the responsibility of the Owner/General Contractor. Any site soils damage or other site improvements if damaged during installation shall be the responsibility of the Owner/General Contractor.**

5. Not responsible for removing any soil, sand, or other debris as a result of trenching or installation.
6. Survey, location of building corners, finish floor elevation, excavation, and construction of subgrade building pad and footings (if required) per PRC plans.
7. Soil conditions not suitable for bearing a minimum of 1500 PSF with compaction to 90% maximum dry density shall require Owner/General Contractor correction before building placement. If no soils testing report is available before bid, Owner/General Contractor must verify site supporting soils at a minimum of 1500 PSF because that is the least we can place our structures on or Owner/General Contractor or engineer of record must design a foundation system to meet the imposed loads of site placement.
8. Improper water pressure, an undersized meter, or improper water volume flow to the building may necessitate a change order for installation of a building internal diaphragm tank to provide the minimum flow rate and static pressure of up to 60 PSI and a minimum of 40 PSI to properly flush the fixtures. Building water service chlorination, post installation, shall be by Owner/General Contractor.
9. Our bid included crane costs are based on a maximum 35' radius from the center pin of the crane (10' back from the rear of the crane) to the building center point of the furthest building module roof. If additional distance requires a larger crane, additional costs will be assessed by change order to the Owner/General Contractor.
10. Bonds, building permits, a site survey, special inspection fees, minor trash removal (nominally one pickup truck of shipping materials), final utility connections to the on-site water, sewer and electrical are by the Owner/General Contractor. Since the building is fully inspected and tested in plant, minor plumbing leaks (if water is not available when building site work installation is completed) is by the Owner/ General Contractor.
11. Site Traffic Control, if applicable, shall be by Owner/ General Contractor, not PRC.
12. Any equipment installation, site work or special inspections other than described within this proposal, shall be by Owner/General Contractor.
13. Backflow certification if applicable by Owner/ General Contractor.

Insurance and Prevailing Wage Certification:

PRC shall comply with the required insurance requirements, wage reports, and safety requirements for the project, including OSHA regulations.

Special Insurance to protect the Building before acceptance:

As PRC requires payment for each month of off-site construction, and since the building is not on owner property where their insurance will cover the building, we maintain a special policy that insures the property even when paid for off-site until the building is finally accepted by the owner. This special policy protects the Owner's custom ordered materials to be used in the fabrication of the building during this period. PRC provides this Stock Throughput Policy to cover the building materials from supplier to manufacturer, while it is being built off-site, while in transit to the job site, during and after it is installed on-site until final acceptance. This special policy has a \$1,000,000 coverage limit. This exceeds the cost of any single building we have offered for sale herein.

Errors and Omissions Insurance:

Our firm employs licensed architects, engineers, and drafting staff to provide design of our buildings. Since these buildings are required to meet accessibility standards and building codes on site, and since we are the designer, we carry Errors and Omissions Insurance (E & O) to protect our clients from any errors. The policy covers a limit of up to \$2,000,000 per occurrence and is more clearly explained in the insurance certificates we provide after receipt of a purchase order.

WARRANTY

All work performed by PUBLIC RESTROOM COMPANY (called "Company") shall be warranted to the Owner to be of good quality, free of faults and defects in material, workmanship, and title for 5 years from last date of installation if building is installed by Company or 1 year if building is installed by Owner or Owner's agent without on-site supervision by Company. Company warranty on building shell including exterior walls, concrete 8" slab/foundation, and roof system is warranted for 20 years structurally. The Company will repair or replace at their sole option any defects in work upon proper notice to the below stated address below.

Our Company extended warranties shall be Company only and shall have no effect on any required Performance, Payment, or Warranty Bonds where Surety shall assume no liability to the Company, the Owner, or any third parties should the Company fail for any reason to deliver acceptable maintenance warranties beyond the one year period. The warranty extension is solely between the owner and PRC and not the general contractor, bonding company, or architect/engineer of record.

This warranty applies only if all work performed by Company has been fully paid for, including change orders if applicable. Company has no responsibility for any neglect, abuse, or improper handling of building product.

The warranties expressed herein are exclusive, and are in lieu of all other warranties expressed or implied, including those of merchantability and fitness.

There are no warranties which extend beyond those described on the face of this Warranty. The foregoing shall constitute the full liability of the Company and be the sole remedy to the Owner.

Term of Offer to Sell and Owner/General Contractor Acceptance:

This offer is valid for acceptance within 30 days, or when a part of a public bid for the applicable duration imposed within the Owner's bid documents. Acceptance is by approving our post bid preliminary notice to begin drawings subject to final Owner/General Contractor approval of our submittals and receipt of a contract or a purchase order/contract.

Special Notice of Possible Project Cost Increases as a Result of Late Payments:

In the event of delayed or late payment, PRC shall have the right to remedies including late charges, overall project total cost increases, and other damages as allowed by applicable law. The contract price quoted herein is a discounted price based upon our receipt of progress payments as invoiced on the agreed billing schedule of PRC. In the event of non-payment, PRC will provide a 5 day written notice to

cure and if payment is still not received, the discounted price for the payment due may increase, to an undetermined amount, to cover work stoppage, remobilization, cancellation of materials and subsequent restocking charges, resale of the contracted building to another party, storage fees, additional crane fees, travel and per diem costs for field crews, and any other cost applicable to the project, as allowed by law. Interest if applicable to non-payment will be assessed at the maximum amount allowed by law or 18% whichever is greater.

Termination

Upon Termination for any reason, Owner/General Contractor shall be liable for the cost of all work performed up to the date of termination. Additionally, Owner/General Contractor shall pay for off-site demolition and disposal of the partially or fully fabricated building as well as any non-returnable materials which were custom-ordered to complete fabrication in PRC's factory location. Any returned materials are subject to return and restocking fees at the Owner/General Contractor expense.

Venue for Contract Jurisdiction:

Public Restroom Company requires all contracts accepted by our firm to hold that the venue for legal jurisdiction for this contract offer and acceptance shall be Douglas County, Nevada. In the event of your default, PRC shall be entitled to the full amount due including reasonable attorney fees, costs, storage, expenses of physical recovery, and statutory interest, as allowed by law.

No modifications to this offer shall be authorized unless confirmed in writing by the President of Public Restroom Company.

Offered by: Public Restroom Company by



Charles E. Kaufman IV, President

This provides conditional acceptance of this preliminary purchase order for this building subject to acceptance of the submittals, furnished by Public Restroom Company. Once you accept the preliminary submittals, this shall become a final purchase agreement or at your discretion the final purchase order or a contract may be substituted with this attached.

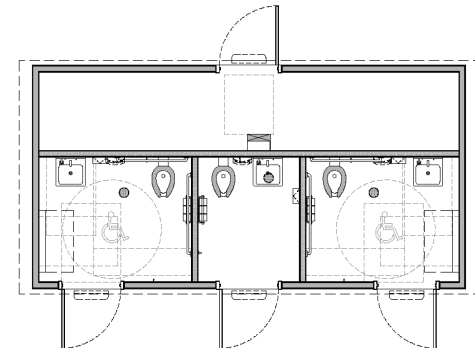
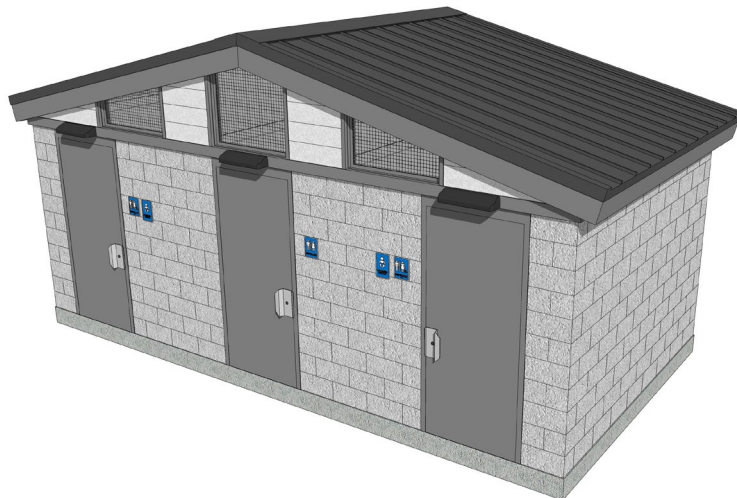
Accepted by:

Authorized Signature

Date Signed

Printed Name

Legal Entity Name and Address



FLOOR PLAN

SCALE: NOT TO SCALE

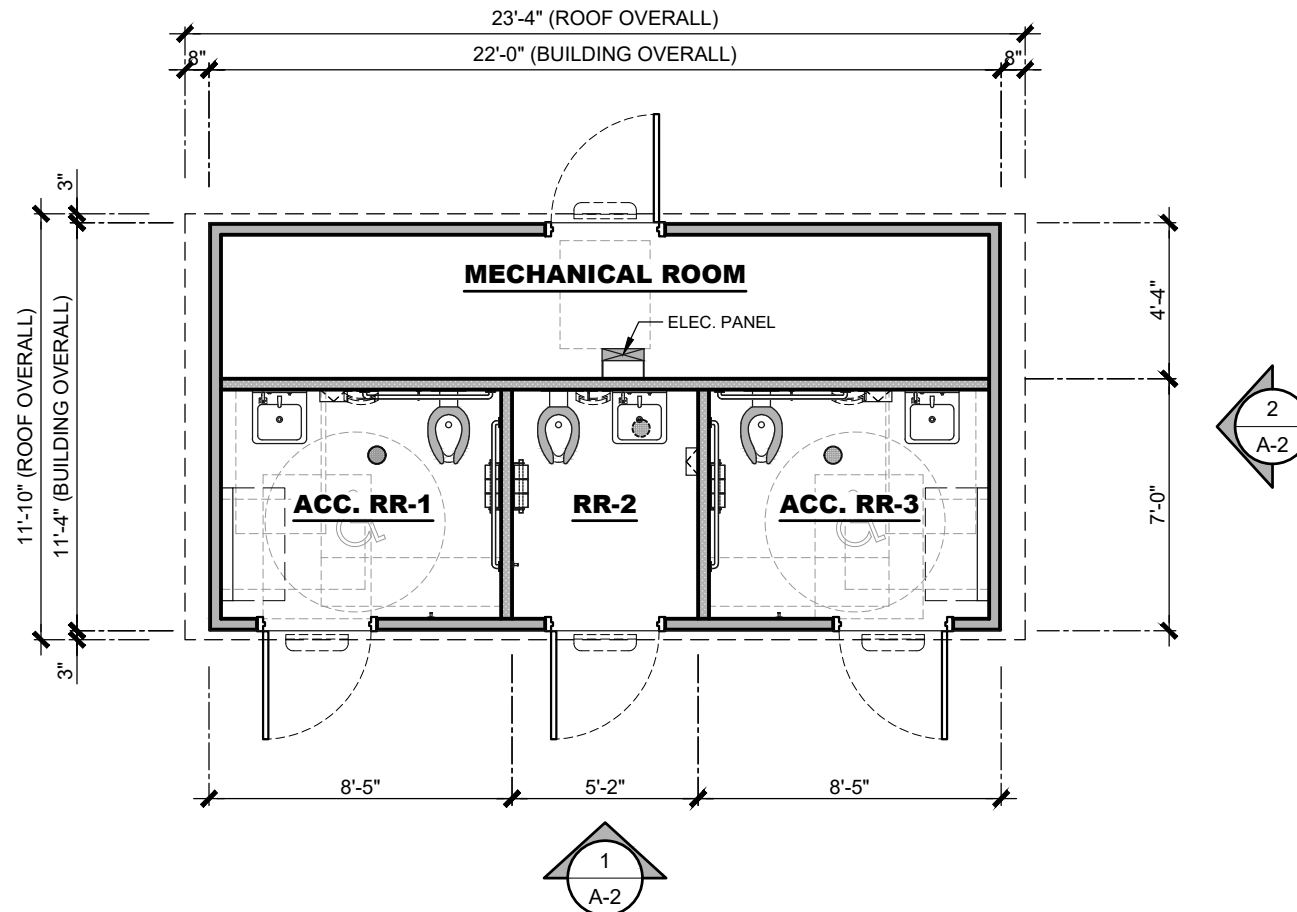
RESTROOM BUILDING
CITY , STATE
PS-033



ARTIST IMPRESSION: 3D RENDERING ONLY FOR REPRESENTATION. COLORS AND MATERIALS ARE SUBJECT TO CHANGE

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www.PublicRestroomCompany.com
2587 BUSINESS PARKWAY
MINDEN NEVADA 89423
P: 888-888-2060 F: 888-888-1446



FLOOR PLAN

SCALE: 3/16"=1'0"



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BUILDING TYPE:

RESTROOM BUILDING

PROJECT:

**PS-033
CITY, STATE**

REVISION #

REVISION
DATE:

DRAWN BY:

PROJECT #:

START
DATE:

DRAWN BY:

SHEET#

A-1

MAX. PERSON / HOUR:

135 S



ITEM: 10.D

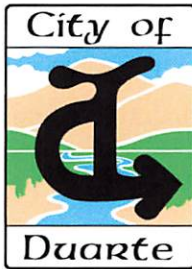
Consideration of Award of Contract for Pool Deck Repair - Project 23-6; Budget Amendment

Recommended Action:

It is recommended that the City Council 1) award the construction contract for the Fitness Center Pool Deck Repair to Slater Waterproofing, Inc., as the lowest responsive and responsible bidder in the amount of \$135,075, in addition to a ten percent contingency, for a total project budget of \$148,583 and 2) approving a budget amendment of \$148,583.

Attachments:

[10D - AOC Pool Deck Repair.pdf](#)



AGENDA REPORT

MEETING DATE: November 14, 2023
TO: Mayor and Members of the City Council
FROM: Manuel Enriquez, Director of Parks and Recreation
SUBJECT: Award of Contract – Pool Deck Repair – Project 23-6; Budget Amendment
RECOMMENDATION: Staff recommends City Council award the construction contract for the Fitness Center Pool Deck Repair to Slater Waterproofing, Inc., as the lowest responsive and responsible bidder in the amount of \$135,075, in addition to a ten percent contingency, for a total project budget of \$148,583. This will require a budget amendment of \$148,583.
FISCAL IMPACT: Budget amendment of \$148,583 from the General Fund (100-1610-8100).

BACKGROUND

At the September 12, 2023, City Council Meeting, the Council received and filed the completed Fitness Center and Swimming Pools Assessment and discussed at length the next steps, both immediate and long-term, for the recreational facility's aquatic related amenities. Given the current deck shows heavy signs of wear and fatigue, the deck and pools were closed to the public on October 9, 2023. However, with Council's desire to reopen the City's pools as soon as possible, City staff initiated the formal bidding process to repair the existing pool deck.

DISCUSSION/ANALYSIS

The Pool Deck Repair project consists of removing the existing deck coating, preparing the concrete, routing open existing concrete cracks and patching as needed with gel, priming the surface, applying West Coat Texture-Crete system and five-year workmanship and material warranty.

On October 16, 2023, the City published an invitation to bid on the Pool Deck Repair Project 23-6 in accordance with Duarte Municipal Code (DMC) Section 2.36.060. On October 25, 2023, the City received one (1) bid for the subject project. The bid was reviewed for responsiveness to the bid specification requirements.

The following results were determined to be in conformance with the bid documents and specifications.

Responsive and responsible bidder results:

1. Slater Waterproofing, Inc. \$ 135,075.00

Therefore, staff recommends that the bid be awarded to the lowest responsive and responsible bidder while the City awaits Request for Proposal responses for the Fitness Center Pool Deck Renovation Design Services.

RECOMMENDATION

Staff recommends City Council award the construction contract for the Fitness Center Pool Deck Repair to Slater Waterproofing, Inc., as the lowest responsive and responsible bidder in the amount of \$135,075, in addition to a ten percent contingency, for a total project budget of \$148,583. This will require a budget amendment of \$148,583.

FISCAL IMPACT

Budget amendment of \$148,583 from the General Fund (100-1610-8100).

CITY OF DUARTE
AGREEMENT FOR CONSTRUCTION OR MAINTENANCE SERVICES

THIS AGREEMENT FOR CONSTRUCTION OR MAINTENANCE SERVICES (“**Agreement**”), made and effective as of _____ (“**Effective Date**”), by and between the City of Duarte (“**City**”), and Slater Waterproofing, Inc. a California corporation, (“**Contractor**”). Contractor and the City are hereafter together referred to as the “**Parties**” and each individually as a “**Party**.” In consideration of the mutual covenants and conditions set forth herein, and for good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

1. RECITALS.

This Agreement is made and entered into with respect to the following facts:

- A. That City desires to obtain through Contractor the work set forth and described in the Scope of Work attached hereto as Exhibit A and incorporated herein by this reference (“**Contractor Services**”).
- B. That Contractor represents to the City that Contractor is well qualified to perform the Contractor Services by reason of Contractor’s training, expertise, experience, and background.
- C. That the public interest, convenience, and necessity require that City obtain the Contractor Services upon the terms and conditions set forth herein.
- D. That City and Contractor mutually desire to enter into this Agreement for the provision of the Contractor Services by Contractor for and on behalf of City, in accordance with the terms and conditions set forth herein.

2. SERVICES AND WORK

- A. Provision of Contractor Services. During the term of this Agreement, Contractor shall provide the Contractor Services as set forth in Exhibit A. Time is of the essence for this Agreement.
- B. Additional Services. If City desires to add additional work, services, work locations, or service locations not specifically described in Exhibit A (“**Additional Services**”), City shall notify Contractor thereof at least thirty (30) days in advance of the time such Additional Services shall commence. Contractor shall perform such Additional Services, and compensation for the work performed shall be paid by City in accordance with the Budget and Fee Schedule attached hereto as Exhibit B and incorporated herein by this reference, or as otherwise may be agreed in writing by City and Contractor. It is expressly understood by Contractor that the provisions of this Subsection 2(B) shall not apply to work specifically set forth in Exhibit A or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the work to be performed as included in Scope of Work

may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation. Unless contradictory of this Subsection 2(B), all provisions in this Agreement applicable to Contractor's performance of the Contractor Services shall also apply to the Additional Services.

- C. Standard of Performance. In performing the Contractor Services, Contractor shall use the skill and care that a highly specialized professional with significant expertise in the field would use under similar circumstances. To the extent that Contractor retains subcontractors to perform any portion of any of the Contractor Services, Contractor has a duty to City to ensure that the tasks, work, and services performed by such subcontractors meet the same highly specialized professional level, skill, and expertise expected of Contractor.
- D. Labor, Equipment, Materials. Contractor shall equip itself with all necessary labor, equipment, and materials to perform the Contractor Services specified in this Agreement. Contractor represents that the Contractor Services will be performed by Contractor or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable Federal, State, and local laws to perform the Contractor Services. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of the Contractor Services and as required by law. Contractor ensures that all goods, materials, equipment, or personal property included within the Contractor Services shall be of good quality and fit for the purpose intended.
- E. Work Site. Contractor has or will investigate the work site and is or will be fully acquainted with the conditions there existing, prior to commencement of the Contractor Services. Should Contractor discover any conditions, including any latent or unknown conditions, which will materially affect the performance of the Contractor Services, Contractor shall immediately inform City of such fact in writing and shall not proceed except at Contractor's risk until written instructions are received from the City Representative (as defined below).
- F. Independent Contractor. All Contractor Services, and all work, services, labor, equipment, and materials furnished in conjunction therewith shall be furnished by Contractor as an independent contractor, subject to the inspection and approval of City, or the City Representative (as defined below). City shall have the right to control Contractor only as to results of the Contractor Services rendered pursuant to this Agreement. Neither City nor any of its officers, officials, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents is in any manner officers, officials, employees, or agents of City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatsoever against City, or bind City in any manner. No City-provided employee benefits shall be available to the Contractor or any of Contractor's employees in connection with this Agreement. Except for the fees paid to Contractor as provided in this Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing Contractor

Services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing Contractor Services hereunder.

3. AUTHORITY OF THE CITY REPRESENTATIVE

- A. City Representative. The “**City Representative**” shall be the Director of Parks and recreation of City of Duarte, acting personally or through their duly authorized agents, each agent acting only within the scope of authority delegated to them.
- B. Scope of Authority. The City Representative shall convey to Contractor the decision of City regarding any and all questions which may arise as to the quality or acceptability of materials furnished and work performed, and as to the manner of performance and rate of progress of the work. The City Representative shall further convey to Contractor the decision of City regarding all questions which may arise as to the acceptable fulfillment of this Agreement on the part of Contractor; and all questions as to claims and compensations. The City Representative’s communicated decisions shall be final, and the City Representative shall have authority to enforce and make effective such communicated decisions so that Contractor can carry out such decisions promptly.

4. TERM OF AGREEMENT

This Agreement shall commence and terminate on the dates set forth in Exhibit A.

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 Contractor. Upon receipt of said notice, Contractor shall immediately cease all Contractor Services under this Agreement, unless the notice provides otherwise. In the event this Agreement is suspended or terminated pursuant to this Subsection 5(A), Contractor shall submit a final invoice/report to City pursuant to Section 6, and City shall be entitled to receive a return of the fee paid to Contractor, or portion thereof, if the reason for the termination is failure by Contractor 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 Subsection 5(A), City may first serve upon Contractor a written notice of the default specifying the default and the amount of time that Contractor shall have to cure, correct, or remedy the default. If Contractor fails to cure the default within the specified period of time, City shall have the right to immediately terminate this Agreement pursuant to this Subsection 5(A). Notwithstanding any other provision of this Agreement to the contrary, City’s termination of this Agreement pursuant to this Subsection 5(A) shall not preclude or prejudice any other remedy to which City may be entitled in law or in equity.
- B. Contractor may terminate this Agreement only due to a material breach by City, and only upon not less than thirty (30) days’ prior written notice to City which notice shall

specify the material default. Upon receipt of such notice, City may, but shall not be obligated to, effect to remedy such default, which remedy will cause the notice of termination to no longer apply, and this Agreement to continue in effect.

6. COMPENSATION

- A. Amount of Compensation. Compensation will be determined according to the Budget and Fee Schedule set forth in Exhibit B.
- B. Invoices. Contractor shall invoice City monthly for all work performed by Contractor under this Agreement. Invoices shall include billings for all charges, including authorized direct costs incurred by Contractor during the month covered by the invoice. All charges for labor, work, or services shall describe with specificity the services rendered and shall set forth the number of hours worked and hourly rates in accordance with Exhibit B. Within thirty (30) days of receipt of an invoice, and upon determination by City that the invoice is in order and that Contractor has performed all requested or required work or services in a timely and competent manner, City shall pay such invoice.
- C. Records of Contractor Services and Payments. Contractor 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 Contractor Services under this Agreement. Contractor shall also 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. Contractor 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.

7. LICENSES, PERMITS, APPROVALS, FEES

- A. Contractor must possess at the time of commencing the Contractor Services and throughout the duration of this Agreement, a Contractor's License, issued by the State of California, which is current and in good standing. Contractor shall ensure that any subcontractor working on the Contractor Services possesses at the time of commencing work and throughout the duration of such subcontractor's work on the Contractor Services, a Contractor's License, issued by the State of California, which is current and in good standing. Contractor shall take out and maintain during the life of this Agreement a valid City Business License.
- B. Contractor shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Contractor Services prior to commencing work. Contractor and its employees, agents, and

subcontractors shall, at their sole cost and expense, keep in effect during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Contractor Services. Contractor shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the Contractor Services, and shall indemnify, defend and hold harmless City and its elected and appointed officials, boards, members, officers, agents, representatives, employees, and volunteers ("**City Personnel**") against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against City hereunder.

8. INSURANCE AND LIABILITY

- A. Contractor shall not commence work under this Agreement until it has secured all types and amounts of insurance required under this Section 8, nor shall it allow any subcontractor to commence work on any subcontract to this Agreement until all similar insurance required of the subcontractor has been obtained. Without limiting Contractor's indemnification obligations, Contractor shall procure and maintain, at its sole cost and for the duration of this Agreement, insurance coverage as provided in Exhibit C, against all claims for injuries against persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees, and/or subcontractors. If Contractor subcontracts any portion of the work, the contract between Contractor and such subcontractor shall require the subcontractor to maintain the same policies of insurance that Contractor is required to maintain pursuant to this Section 8.
- B. The City's Director of Administrative Services shall have the authority to adjust or amend the insurance requirements in Exhibit C of this Agreement so long as such amendment or adjustment is agreed to in writing by the Parties.

9. INDEMNIFICATION

- A. Contractor shall indemnify, defend (with legal counsel approved by City), and hold harmless City and City Personnel from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees, and all other costs and fees of litigation) of every nature ("**Claims**") arising out of or in connection with Contractor's negligence, recklessness, or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole or active negligence or willful misconduct of City. Should conflict of interest principles preclude a single legal counsel from representing both City and Contractor, or should City otherwise find Contractor's legal counsel unacceptable, then Contractor shall reimburse City its costs of defense, including without limitation reasonable attorneys' fees, expert fees, and all other costs and fees of litigation. Contractor shall promptly pay any final judgment rendered against City and City Personnel with respect to Claims determined by a trier of fact to have been the result of Contractor's negligent, reckless, or wrongful

performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive the expiration or termination of this Agreement.

- B. Contractor's obligations under this Section 9 apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by City or City Personnel. However, without affecting the rights of City under any provision of this Agreement, Contractor shall not be required to indemnify and hold harmless City for liability attributable to the active negligence of City, provided such active negligence is determined by agreement between the Parties or by the findings of a court of competent jurisdiction. In instances where City is shown to have been actively negligent and where City's active negligence accounts for only a percentage of the liability involved, the obligation of Contractor will be for that entire portion or percentage of liability not attributable to the active negligence of City.
- C. Contractor hereby authorizes City to deduct from any amount payable to Contractor (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate City for any losses, costs, liabilities, or damages suffered by City, and all amounts for which City may be liable to third parties, by reason of Contractor's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform Contractor's obligations under this Agreement. City in its sole and absolute discretion, may withhold from any payment due to Contractor, without liability for interest, an amount sufficient to cover such claim. The failure of City to exercise such right to deduct or withhold shall not act as a waiver of Contractor's obligation to pay City any sums Contractor owes City.

10. OBSERVING LAWS AND ORDINANCES

Contractor shall keep itself fully informed of all existing and future Federal, State, regional, county, and municipal laws, ordinances, and regulations, which in any manner affect the conduct of the work, and of all applicable orders and decrees of bodies or tribunals having any jurisdiction or authority over the work. If any discrepancy or inconsistency is discovered in this Agreement in relation to any such law, ordinance, regulation, order, or decree, Contractor shall forthwith report the same to the City Representative in writing. Contractor shall at all times observe and comply with and shall cause all its agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, and decrees, and shall protect, indemnify, hold harmless, and defend to the fullest extent permitted by law City and City Personnel against any claim or assertion of liability, or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by Contractor or by its agents, representatives, employees, or subcontractors.

11. NON-DISCRIMINATION

Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that in the performance of this Agreement there shall be no discrimination against or segregation of, any person or group of persons on account of any impermissible classification including, but not limited to, race, color, creed, religion, sex, gender, gender identity, gender expression, physical or mental disability, age, military status, marital or familial status, sexual orientation, national origin, or ancestry. Contractor shall incorporate the foregoing provisions in all subcontracts.

12. PATENTED AND COPYRIGHTED MATERIALS

Contractor shall assume all costs arising from the use of patented or copyrighted materials, including, but not limited to, equipment, devices, processes, and software programs, used or incorporated in the Contractor Services performed by Contractor under this Agreement. Pursuant to Section 8, Contractor shall indemnify, defend (with legal counsel acceptable to City), and hold City and City Personnel harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

13. PREVAILING WAGE REQUIREMENTS

A. Public Work. Contractor expressly acknowledges and agrees that City has never previously affirmatively represented to Contractor, its employees, or its agents in writing or otherwise that the work to be covered under this Agreement is not a “public work,” as defined in California Labor Code section 1720 of the Labor Code. In connection with the development, construction (as defined by applicable law), and operation of the project, including, without limitation, any public work (as defined by applicable law), if any, Contractor shall bear all risks of payment or non-payment of Federal and/or State prevailing wages and/or the implementation of California Labor Code sections 1726 and 1781, as the same may be enacted, adopted, or amended from time to time, and/or any other provision of law. To the extent applicable, City will enforce all penalties required by law for Contractor’s failure to pay prevailing wages.

B. California Labor Code. Contractor’s attention is directed to Division 2, Part 7, Chapter 1 of the Labor Code of the State of California and especially to Article 2 (Wages) and Article 3 (Working Hours), thereof.

(i) In accordance with California Labor Code sections 1773 and 1773.2, City has found and determined the general prevailing rates of wages in the locality in which the public work is to be performed are those determined by the Director of Industrial Relations and available at <https://www.dir.ca.gov/OPRL/2022-1/PWD/Southern.html>. Copies of the prevailing rates of wages are maintained with City’s principal office and are available to any interested party on request. Contractor shall post a copy of the prevailing rate of per diem wages at each job site.

(ii) Contractor is aware of and will comply with the provisions of California Labor Code section 1776, including the keeping of payroll records and furnishing certified copies thereof in accordance with said section. Pursuant to California Labor Code section 1771.4, Contractor must submit certified payroll records to the Labor Commissioner using the Department of Industrial Relations' electronic certified payroll reporting (eCPR) system.

(iii) Pursuant to California Labor Code section 1810 it is stipulated hereby that eight (8) hours labor constitutes a legal day's work hereunder.

(iv) Pursuant to California Labor Code section 1815, work performed by employees of contractors in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay.

(v) Pursuant to California Labor Code section 1813, it is stipulated hereby that Contractor shall, as a penalty to City, forfeit \$25 for each worker employed in the execution of this Agreement by Contractor or by any subcontractor hereunder for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one (1) calendar week in violation of the provisions of Article 3 (commencing with Section 1810), Chapter 1, Part 7, Division 2 of the California Labor Code.

(vi) Contractor is aware of and will comply with the provisions of California Labor Code sections 1777.5 and 1777.6 with respect to the employment of apprentices. Pursuant to section 1777.5 it is hereby stipulated that Contractor will be responsible for obtaining compliance therewith on the part of any and all subcontractors employed by them in connection with this Agreement.

(vii) Pursuant to California Labor Code section 1775, it is hereby stipulated that Contractor shall, as a penalty to City, forfeit not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of Industrial Relations for the work or craft in which the worker is employed for the Contractor Services by Contractor or any subcontractor.

- C. Bidding Eligibility. Pursuant to California Labor Code section 1771.1, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations.
- D. DIR Monitoring. Pursuant to California Labor Code section 1771.4, Contractor is hereby notified that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

14. CONFLICTS OF INTEREST

- A. City Personnel. No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Contractor Services performed under this Agreement.
- B. Contractor. Contractor represents, warrants, and covenants that he, she, or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor further agrees that while this Agreement is in effect, Contractor shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of Contractor's obligations and responsibilities under this Agreement. Contractor acknowledges that pursuant to the provisions of the Political Reform Act (California Government Code section 87100 et seq.), City may determine Contractor to be a "Contractor" as that term is defined by the Political Reform Act. In the event City makes such a determination, Contractor agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by City. In such event, Contractor further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by City.

15. NO UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure was or is used against or in concert with any officer or employee of City in connection with the award, terms, or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City shall receive compensation, directly or indirectly, from Contractor, or from any officer, employee, or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Contractor further warrants that it has not employed or retained any company or person other than a bona fide employee working for Contractor, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

16. ASSIGNMENT

Contractor shall not assign, hypothecate, or otherwise transfer this Agreement or any portion hereof, without first obtaining the written consent of City. If such an assignment,

hypothecation, or transfer is made or attempted by Contractor, the assignment, hypothecation, or transfer shall be void; and City, at its sole option, may terminate this Agreement upon the giving of a 24-hour written notice to Contractor of such termination.

17. PERFORMANCE

If Contractor should neglect to prosecute the work to City's satisfaction, or, in City's reasonable discretion, fail to perform any provisions of this Agreement, City, after five (5) days written notice to Contractor, may without prejudice to any other remedy City may take appropriate action, including, but not limited to, any of the following: (i) meeting with Contractor and/or its agents or subcontractors to review the quality of the work and resolve matters of concern; (ii) requiring Contractor to have the work repeated at no additional fee until it is satisfactory; (iii) withholding payment of City's compensation to Contractor for any unsatisfactory work performed; (iv) suspending delivery of work to Contractor for an indefinite time; (v) correcting such deficiencies and deducting the cost thereof from the payment then or thereafter due Contractor, provided, however, that the City Representative shall approve such action and certify the amount thereof to be charged to Contractor; and/or (vi) terminating this Agreement. Except as may be expressly set forth 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 or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies to which such Party may be entitled.

18. FORCE MAJEURE

Any time period specified in this Agreement for performance of work and services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of City or Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including City, if the delaying Party shall within ten (10) days of the commencement of such delay notify the other Party in writing of the causes of the delay ("**Force Majeure Event**"). If Contractor is the delaying Party, City shall ascertain the facts and the extent of delay and extend the time for performing the work and services for the period of the enforced delay when and if in the judgment of City such delay is justified. City's determination shall be final and conclusive upon the Parties. In no event shall Contractor be entitled to recover damages against City for any delay in the performance of this Agreement, however caused. Contractor's sole remedy shall be an extension of this Agreement pursuant to this Section 18. For the avoidance of doubt, Force Majeure Event shall not include (i) financial distress nor the inability of either Party to make a profit or avoid a financial loss; (ii) changes in the market prices or conditions; or (iii) a Party's financial inability to perform its obligations hereunder. The current events related to the COVID-19 pandemic are known and shall not constitute Force Majeure Event, future impacts of the COVID-19 pandemic may be considered a Force Majeure Event to the extent that they prevent the performance of a Party's obligations under this Agreement.

19. NOTICE

Any notice, payment, or instrument required or permitted to be given or delivered by this Agreement may be given or delivered by personal delivery or by depositing the same in any United States mail depository, first class postage prepaid, and addressed as follows, or to such other address provided by a written notice from one Party to the other or by e-mailing the notice to the e-mail addresses as set forth below:

If to City:

City of Duarte
1600 Huntington Drive
Duarte, CA 91010
Attn: **Director of Parks and Recreation**

If to Contractor:

Slater Waterproofing, Inc.
5577 Arrow Hwy.
Montclair, CA 91763
Attn: **Merle Slater Jr.**

20. WARRANTY

Contractor warrants all work under this Agreement (which for purposes of this Section 20 shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one (1) year (or the period of time specified elsewhere in this Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by City of any defect in the work or non-conformance of the work to this Agreement, commence and prosecute with due diligence all work necessary to fulfill the terms of the warranty at Contractor's sole cost and expense. Contractor shall act sooner as requested by City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by Contractor's defective work or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements, comply with the requirements of this Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of City, regardless of whether such warranties and guarantees have been transferred or assigned to City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of City. This provision may be waived in Exhibit A if the Contractor Services hereunder do not include construction of any improvements or the supplying of equipment or materials.

21. ATTORNEYS' FEES

Notwithstanding anything in this Agreement to the contrary, in no event shall Contractor be entitled to economic or consequential damages or to punitive damages. In the event of any litigation arising from or related to this Agreement, the prevailing Party shall be entitled to recover from the non-prevailing Party all reasonable costs incurred, including staff time, court costs, attorneys' fees, expert witness fees, and other related expenses.

22. NON-LIABILITY OF CITY OFFICERS AND EMPLOYEES

No City Personnel shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by City or for any amount which may become due to Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

23. SEVERABILITY

If any portion of this Agreement is found by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way affect, impair, or invalidate any other term, covenant, or condition, or provision contained in this Agreement. Upon a determination that any term or provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to give effect to the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be performed as originally contemplated to the greatest extent possible.

24. EXECUTION

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. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Parties.

25. NO WAIVER

No delay or omission in the exercise of any right or remedy by a non-defaulting Party on any default shall impair such right or remedy or be construed as a waiver. No waiver by either Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

26. NO THIRD-PARTY BENEFICIARIES

This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

27. NON-LIABILITY OF CITY PERSONNEL

No City Personnel shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by City, or for any amount which may become due to Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

28. GOVERNING LAW AND VENUE

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 permitted by law, 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. The Superior Court of the County of Los Angeles shall have exclusive jurisdiction over any litigation between the Parties concerning this Agreement. Service of process on City shall be made in the manner required by law for service on a public entity. Service of process on Contractor shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

29. SURVIVAL

The terms, provisions, representations, and certification contained in this Agreement, or inferable therefrom, shall survive the expiration or termination of this Agreement and the payment of the compensation hereinabove provided.

30. SECTION HEADINGS AND SUBHEADINGS

The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

31. INTEGRATION, CONSTRUCTION, AND AMENDMENT

This Agreement contains the entire understanding of the Parties and supersedes any and all other written or oral understandings as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with respect to those matters covered thereby. 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 shall be construed and interpreted with and shall be governed and enforced in all respects according to the laws of the State of California and as if drafted by both Parties. No amendment, change or modification of

this Agreement shall be valid unless in writing, stating that it amends, changes, or modifies this Agreement, signed by all the Parties hereto.

32. COUNTERPARTS

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

33. SPECIAL PROVISIONS

Any special provisions applicable to this Agreement are set forth in Exhibit D, attached hereto and incorporated herein by this reference.

34. CITY MANAGER AUTHORITY

City's City Manager shall have the authority to make non-material changes, non-material amendments, or clerical edits to this Agreement on behalf of the City.

[Signatures on following page.]

IN WITNESS WHEREOF, the City Council of the City of Duarte caused the Agreement to be subscribed by its Mayor or City Manager and said Contractor has executed or caused this Agreement to be executed by its duly authorized officer(s).

CITY OF DUARTE

City Manager

Date: _____

ATTEST

City Clerk

Date: _____

APPROVED AS TO FORM
RUTAN & TUCKER, LLP

City Attorney, City of Duarte

Date: _____

CONTRACTOR

Slater Waterproofing, Inc.

By: Mark M. Slater Jr.

Mark M. Slater Jr.

Its: Vice President

Date: 11-8-23

By: _____

Its: _____

Date: _____

EXHIBIT A

Scope of Work

PROJECT DESCRIPTION: The general nature of the work consists of furnishing all labor, material, equipment, services, and incidentals required for repair of a pool deck. The scope of the work includes removing the existing deck coating, preparing the concrete, routing open existing concrete cracks and patching as needed with gel, priming the surface, applying West Coat Texture-Crete system and five-year workmanship and material warranty.

1. Removal of Existing Deck and Concrete Preparation

The work included in this item shall consist of providing the necessary labor, equipment, and machinery to remove, haul away, and properly dispose of approximately 5,363 SF of existing deck coating and the preparation of the concrete for new coating system. Areas include lower pool deck area (perimeter around Competition pool) and two staircases. All demo materials removed shall be immediately removed from the site and disposed of at the Contractor's expense at a legal dumpsite.

2. Concrete Repairs and Patching

The work included in this item shall consist of pre-cutting and cleaning all cracks and joints with a concrete diamond blade to at least ¼ x ¼ inches and then filling cracks with EC-72 Epoxy Patch Gel. For areas of the concrete that need repairs beyond just dormant cracks, installing TC-23 Mortar Mix to properly patch cracks.

3. Install of Westcoat Texture-Crete System

The work included in this item shall consist of the installation of Westcoat Texture-Crete system including primer, slurry coat, texture coat, and topcoat, all to the manufacture's specifications on the lower pool deck and two staircases.

4. Provide a Five (5) Year Workmanship Warranty

5. Provide a Five (5) Year Material Warranty

TO THE CITY OF DUARTE, CALIFORNIA: The undersigned, and bidder, declares that he/she has carefully examined the location of the proposed work, including additive work, that he/she has examined the Special Provisions and read the accompanying instructions to bidders, and hereby proposes and agrees, if the proposal is accepted, to furnish all materials to do all work required to complete the said work in accordance with the said Standard Specifications, Special Provisions, and plans in the time and manner therein prescribed for the unit prices set forth in the following schedule:

PERFORMANCE SCHEDULE: Construction shall be completed within 30 working days after the date stipulated on the Notice to Proceed.

EXHIBIT B

Budget and Fee Schedule

BASE BID FOR POOL DECK REPAIR PROJECT					
Line Item	Bid Items	UofM	Quantity	Unit Price	Extension
1	Removal of Existing Deck and Concrete Preparation	SF	5,363	\$6.00	\$32,178.00
2	Concrete Repairs and Patching	SF	5,363	\$7.00	\$37,541.00
3	Install of Westcoat Texture-Crete System	SF	5,363	\$12.00	\$64,356.00
4	Provide a Five (5) Year Workmanship Warranty	YR	5	\$0.00	\$0.00
5	Provide a Five (5) Year Material Warranty	YR	5	\$0.00	\$0.00
Total Base Bid					\$134,075.00

The bid prices shall include any and all costs, including labor, materials, and all other incidental cost to complete the project, in compliance with the Bid and Contract Documents and applicable standards. All other work items not specifically listed in the bid schedule, but necessary to complete this work per bid and contract documents and applicable standards are assumed to be included in the bid prices.

EXHIBIT C

Insurance Requirements

A. Insurance Coverage Required. The policies and amounts of insurance required hereunder shall be as follows:

(i) Commercial General Liability (including premises and operations, contractual liability, personal injury, death, and independent contractor liability): Not less than Three Million Dollars (\$3,000,000.00) per occurrence.

(ii) Automobile Liability (including owned, non-owned, leased, and hired autos): One Million Dollars (\$1,000,000.00), combined single limit, per occurrence for bodily injury, death, and property damage.

(iii) Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000) for Contractor's employees in accordance with the laws of the State of California, including California Labor Code section 3700.

(iv) Umbrella or Excess Liability Insurance that will provide bodily injury, personal injury, death, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability, automobile liability, and employer's liability. Such policy or policies shall include the following terms and conditions:

(A) A drop-down feature requiring the policy to respond in the event that any primary insurance that would otherwise have applied proves to be uncollectable in whole or in part for any reason;

(B) Pay on behalf of wording as opposed to reimbursement;

(C) Concurrency of effective dates with primary policies;

(D) Policies shall "follow form" to the underlying primary policies; and

(E) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

B. Contractor's Insurance General Requirements.

(i) All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of

California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City Representative.

(ii) Commercial General Liability, Automobile Liability, and Employer's Liability shall name City and City Personnel as additional insureds and contain no special limitations on the scope of protection afforded to City and City Personnel. All insurance provided hereunder shall include the appropriate endorsements.

(iii) All insurance policies shall be primary insurance and any insurance or self-insurance maintained by City and/or City Personnel shall be in excess of Contractor's insurance and shall not contribute with it.

(iv) All insurance policies shall be "occurrence" rather than "claims made" insurance.

(v) All insurance policies shall apply separately to each insured against whom a claim is made or suit brought, except with respect to the limits of the insurer's liability.

(vi) All insurance policies shall be endorsed to state that the insurer shall waive all rights of subrogation against City and City Personnel.

(vii) All insurance policies shall be written by good and solvent insurer(s) admitted to do business in the State of California and approved in writing by City.

(viii) All insurance policies shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits, non-renewed, or materially changed for any reason, without thirty (30) days prior written notice thereof given by the insurer to City by U.S. mail, or by personal delivery, except for nonpayment of premiums, in which case ten (10) days prior notice shall be provided.

(ix) All insurance policies shall state that City shall not be liable for the payment of premiums or assessments under the policy.

(x) Insurance policies shall not contain any limiting provision or endorsement that has not been submitted to City for approval. By way of example, additional insured endorsements shall not be limited to "ongoing operations," exclude contractual liability, restrict coverage to the "sole" liability of Contractor, or contain any other limitation contrary to this Agreement.

C. Deductibles. Any deductibles or self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be

eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved in writing by City.

- D. Evidence of Coverage. Contractor shall furnish City with certificates of insurance demonstrating the coverage required by this Agreement which shall be received and approved by City not less than five (5) working days before work on the Contractor Services commences. At least thirty (30) days prior to the expiration of any policy of insurance required under this Agreement, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with City.

- E. Workers Compensation Insurance. Contractor shall file with City the following signed certification:

“I am aware of, and will comply with, Divisions 4 and 5 of the California Labor Code by securing, paying for, and maintaining in full force and effect for the duration of the Agreement, complete Workers’ Compensation Insurance, and shall furnish a Certificate of Insurance to City before execution of the Agreement.”

In the event Contractor has no employees requiring Contractor to provide Workers’ Compensation Insurance, Contractor shall so certify to City in writing prior to City’s execution of the Agreement. City and City Personnel shall not be responsible for any claims in law or equity occasioned by failure of Contractor to comply with this Section E - Workers Compensation Insurance or with the provisions of law relating to workers’ compensation.

- F. Default of Insurance Requirements. In addition to any other remedies at law or equity City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time required by this Section F – Default of Insurance Requirements, City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies City may have and are not the exclusive remedy for Contractor’s breach: (i) obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement; (ii) order Contractor to stop work under this Agreement or withhold any payment that becomes due to Contractor hereunder, or both, until Contractor demonstrates compliance with the insurance requirements herein; and/or (iii) terminate this Agreement.