

**NOTICE AND CALL
OF A
SPECIAL VIRTUAL MEETING
OF THE
CITY COUNCIL**

**TO THE MEMBERS OF THE AFOREMENTIONED AGENCIES AND THE CITY CLERK OF
THE CITY OF BALDWIN PARK**

NOTICE IS HEREBY GIVEN that a Special Meeting is hereby called to be held on
WEDNESDAY, September 2, 2020 at 5:00 PM. virtually.

Said Special Meeting shall be for the purpose of conducting business in accordance with
the attached Agenda.

NO OTHER BUSINESS WILL BE DISCUSSED

**THE COUNCIL CHAMBER IS CLOSED TO THE PUBLIC
IN ACCORDANCE WITH HEALTH OFFICIALS RECOMMENDATIONS**

Dated: August 27, 2020.



Manuel Lozano
Mayor

AFFIDAVIT OF POSTING

I, Lourdes Morales, Chief Deputy City Clerk of the City of Baldwin Park hereby certify under
penalty of perjury under the laws of the State of California that the foregoing agenda was posted
on the City Hall bulletin board not less than 24 hours prior to the meeting of September 2, 2020.



Lourdes Morales,
Chief Deputy City Clerk

AGENDA BALDWIN PARK

CITY COUNCIL SPECIAL VIRTUAL MEETING

**September 2, 2020
5:00 PM**

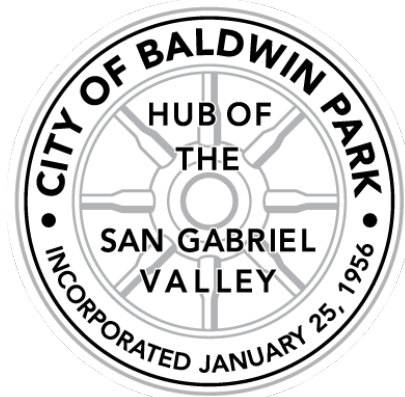
***THE COUNCIL CHAMBER IS CLOSED TO THE PUBLIC
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In accordance with the Governor's Declarations of Emergency for the State of California (executive Orders N-25-20 and N-29-20) and the Governor's Stay at Home Order (Executive Order N-33-20), the Baldwin Park City Council Meetings are being conducted via teleconference to limit in-person attendance.

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http://baldwinpark.granicus.com/ViewPublisher.php?view_id=10



Manuel Lozano	-	Mayor
Paul C. Hernandez	-	Mayor Pro Tem
Alejandra Avila	-	Council Member
Jean M. Ayala	-	Council Member
Monica Garcia	-	Council Member

PLEASE TURN OFF ALL ELECTRONIC DEVICES

PUBLIC COMMENTS

The public is encouraged to address the City Council or any of its Agencies listed on this agenda. In accordance with Chapter 39 of the Baldwin Park Municipal Code, Speakers must address the Council as a whole and refrain from making impertinent, slanderous, or profane remarks or disrupt the peace of the meeting.

COMENTARIOS DEL PUBLICO

Se invita al público a dirigirse al Concilio o cualquiera otra de sus Agencias nombradas en esta agenda. De acuerdo con el capítulo 39 del Código Municipal de la Ciudad de Baldwin Park, los comentarios deben ser dirigidos al Concilio como una sola entidad, y no ser impertinentes, difamatorios, o profanos, o interrumpir la paz de la reunión.

**CITY COUNCIL
SPECIAL VIRTUAL MEETING – 5:00 P.M.**

CALL TO ORDER:

ROLL CALL:

**Council Members: Alejandra Avila, Jean M. Ayala, Monica Garcia,
Mayor Pro Tem Paul C. Hernandez, and Mayor Manuel Lozano**

PUBLIC COMMUNICATIONS

If you wish to comment on agenda items, please email your name, City of residence, item number and a phone number where you will be available between the hours of 5:00 PM to 6:00 PM on September 2, 2020 to comments@baldwinpark.com. You will be contacted by a staff member and will be granted 3 (three) minutes to speak live during the meeting. In order to provide all with an equal opportunity to voice their concerns, staff needs time to compile and sort speaker cards received. As such, we respectfully request that you email your information between the posting of this agenda and 3:00 PM on September 2, 2020. If large numbers of persons wishing to speak are gathered (a reduction of the speaking time allotted for each speaker may be announced). A one hour limit may be placed on the time for public communications so that City business can be conducted, after which time, communications can resume.

OPEN SESSION/STUDY SESSION

- **2020 LAHSA Homeless Count Presentation**

Presented by: Clementina Verjan, Associate Director Policy and Systems Department
LAHSA and Eric Schroer, MPP & Karen Law LAHSA

RECESS TO CLOSED SESSION

1. Public Employment

Pursuant to Government Code §54957:

Position: Police Chief Recruitment

2. Conference with Labor Negotiators

Pursuant to Government Code Section 54957.6:

Agency Designated Representative: Rebecca T. Green, Richards Watson Gershon,
Shannon Yauchzee, Chief Executive Officer, and
Laura Thomas, Human Resources/Risk Manager

Employee Organizations: Baldwin Park City Employees Association (CEA)

Baldwin Park Classified Confidential Employees Association
(CCEA)

Baldwin Park Classified Management Employees Association
(CMEA)

Baldwin Park Police Management Employees Association
(PMEA)

Baldwin Park Police Association (POA)

Service Employee International Union (SEIU)

3. Conference With Legal Counsel—Existing Litigation

Pursuant to paragraph (1) of subdivision (d) of Government Code Section 54956.9:

Case Name: BP Tale Corp. v. Rukli, Inc.	Case No. 19STCV41708
Case Name: Herrera v. City of Baldwin Park	Case No. 20STCV11521
Case Name: City of Baldwin Park v. City of Irwindale	Case No. BS163400
Case Name: Ehlers v. City of Baldwin Park	Case No. 2-19-CV-09864-CAS
Case Name: BP Tale Corp. v. Rukli, Inc.	Case No. 19STCV41708

4. Real Property Negotiations Pursuant to Government Code §54956.8:

- | | |
|----------------------|--|
| A. Property: | 4150 Puente Avenue (CAN 17-06) |
| Negotiating Parties: | City of Baldwin Park and Shaun Bershatski, RUKLI, Inc. |
| B. Property: | 13111 Spring Street & 428 Cloverleaf Drive (CAN 17-07) |
| Negotiating Parties: | City of Baldwin Park and Ming Hong Huang, 428 Cloverleaf, LLC. |
| C. Property: | 4145 Puente Avenue (CAN 17-01) |
| Negotiating Parties: | City of Baldwin Park and Edward Avakyan
Jenome Research |
| D. Property: | 13467 Dalewood Street (CAN 17-09) |
| Negotiating Parties: | City of Baldwin Park and Darrin Oganessian and Ryan
Oganessian, RD Baldwin Park |
| E. Property: | 5148 Bleecker Street (CAN 17-12) |
| Negotiating Parties: | City of Baldwin Park and Sergio Torres, Enrique Vega and
Moses Acosta, Medical Grade Farms BP |
| F. Property: | 15023 Ramona Boulevard (CAN 17-13) |
| Negotiating Parties: | City of Baldwin Park and Shaun Szameit, Joshua Pierce and
Kevin Huebner, Kultiv8 Group, LLC. |
| G. Property: | 4621 Littlejohn Street (CAN 17-15) |
| Negotiating Parties: | City of Baldwin Park and Teresa Tsai, GSC Capital Group |
| H. Property: | 4802 Littlejohn Street, Suite B (CAN 17-29) |
| Negotiating Parties: | City of Baldwin Park and Yichang Bai
W&F International Corp |
| I. Property: | 5175 Commerce Drive (CAN 17-18) |
| Negotiating Parties: | City of Baldwin Park and Linda Thong, Pacific Cultivation,
LLC. |
| J. Property: | 15440, 15442 and 15444 Arrow Highway (CAN 18-01) |
| Negotiating Parties: | City of Baldwin Park and Tim McCarty
Ala Karte, LLC |

- K. Property: 4802 Littlejohn Street (CAN 17-28)
Negotiating Parties: City of Baldwin Park and Marco Perez and Ren Yoneyama, VRD, Inc.
- L. Property: 13460 Brooks Drive (CAN 17-31)
Negotiating Parties: City of Baldwin Park and Sigrid Lopez and Artem Karapetyan, Green Health Industries, LLC.
- M. Property: 1516 Virginia Avenue (CAN 17-30)
Negotiating Parties: City of Baldwin Park and David Ju DJCBP Corp., dba Tier One Consulting
- N. Property: 14551 Joanbridge Street (CAN 17-02)
Negotiating Parties: City of Baldwin Park and Tony Fong Baldwin Park Tale Corp.
- O. Property: 5018 Lante Street
Negotiating Parties: City of Baldwin Park and Robert Gray Distinct Indulgence, Inc.

5. Conference With Legal Counsel—Anticipated Litigation

Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code Section 54956.9:

Potential Case(s): Eight (8)

RECONVENE IN OPEN SESSION

REPORT FROM CLOSED SESSION

ADJOURNMENT

CERTIFICATION

I, Lourdes Morales, Chief Deputy City Clerk of the City of Baldwin Park hereby that, certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 24 hours prior to the meeting of September 2, 2020.



Lourdes Morales
Chief Deputy City Clerk

For further information regarding agenda items, please contact the office of the City Clerk at (626) 960-4011 ext. 466 or e-mail lmorales@baldwinpark.com.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Public Works Department or Risk Management at (626) 960-4011. Notification 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 34.102.104 ADA TITLE II)

AGENDA

BALDWIN PARK CITY COUNCIL REGULAR VIRTUAL MEETING

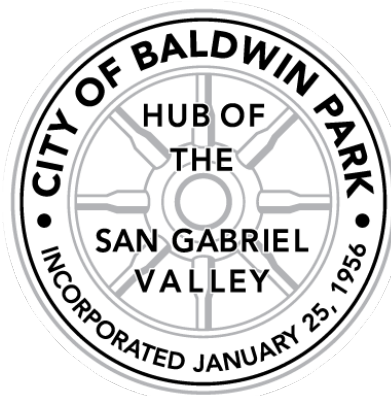
September 2, 2020
7:00 PM

**THE COUNCIL CHAMBER IS CLOSED TO THE PUBLIC
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Manuel Lozano	-	Mayor
Paul C. Hernandez	-	Mayor Pro Tem
Alejandra Avila	-	Council Member
Jean M. Ayala	-	Council Member
Monica Garcia	-	Council Member

PLEASE TURN OFF ALL ELECTRONIC DEVICES DURING THE MEETING.

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COMENTARIOS DEL PÚBLICO

Se invita al público a dirigirse al Concilio o cualquier otra de sus Agencias nombradas en esta agenda, para hablar sobre cualquier asunto publicado en la agenda o cualquier tema que esté bajo su jurisdicción. De acuerdo con el capítulo 39 del Código Municipal de la Ciudad de Baldwin Park, los comentarios deben ser dirigidos al Concilio como una sola entidad, y no ser impertinentes, difamatorios, o profanos, o interrumpir la paz de la reunión.

**CITY COUNCIL
REGULAR VIRTUAL MEETING – 7:00 PM**

CALL TO ORDER

INVOCATION

PLEDGE OF ALLEGIANCE

ROLL CALL

**Council Members: Alejandra Avila, Jean M. Ayala, Monica Garcia,
Mayor Pro Tem Paul C. Hernandez and Mayor Manuel Lozano**

REPORT FROM CLOSED SESSION

ANNOUNCEMENTS

Council are also members of the Board of Directors of the Housing Authority, and Finance Authority, which are concurrently convening with the City Council this evening and each Council Member is paid an additional stipend of \$30 for attending the Housing Authority meeting and \$50 for attending the Finance Authority meeting.

PROCLAMATIONS, COMMENDATIONS & PRESENTATIONS

PUBLIC COMMUNICATIONS

If you wish to comment, please email your name, City of residence, item number or topic and a phone number where you will be available between the hours of 7:00 PM to 8:00 PM on September 2, 2020 to comments@baldwinpark.com. You will be contacted by a staff member and will be granted 3 (three) minutes to speak live during the meeting. In order to provide all with an equal opportunity to voice their concerns, staff needs time to compile and sort speaker cards received. As such, we respectfully request that you email your information between the posting of this agenda and 5:00 PM on September 2,, 2020. If large numbers of persons wishing to speak are gathered (a reduction of the speaking time allotted for each speaker may be announced). A one hour limit may be placed on the time for public communications so that City business can be conducted, after which time, communications can resume.

CONSENT CALENDAR

All items listed are considered to be routine business by the City Council and will be approved with one motion. There will be no separate discussion of these items unless a City Councilmember so requests, in which case, the item will be removed from the general order of business and considered in its normal sequence on the agenda.

1. City of Baldwin Park's Warrants and Demands

Staff recommends that the City Council ratify the attached Warrants and Demands Register.

2. Treasurer's Report – June 2020

Staff recommends that Council receive and file the Treasurer's Report for June 2020.

3. Claim Rejection

Staff recommends that the City Council reject the following claims and direct staff to send the appropriate notice of rejection to claimant(s):

Hemenway, Mike	Claim for damages related to various personnel related actions
Findley, Raymond	Claim for damages related to various personnel related actions
Kuberry, Chris	Claim for damages related to various personnel related actions
Gallegos, James	Claim for damages related to various personnel related actions
McLean, Steve	Claim for damages related to various personnel related actions
Doe, AA	Claim for damages related to various personnel related actions
Dominguez, Jacob	Claimant alleges bodily injury
Molina, Carlos	Claimant alleges bodily injury

These government claims, and all government claims, should be considered as potential lawsuits in the future. Thus, it is requested that all City Staff, the Mayor and all Councilmembers refrain from making any statements, whether public or private in nature. It is important that no statements be made so as to not prejudice this claim in any way which can happen if public or private comments are made about this claim by City staff or Councilmembers.

4. Authorize the Award of Bid for City Project Nos. CIP 20-24, 20-128, and 20-160, Collectively Known as the Baldwin Park Downtown Beautification Project Including First Mile Last Mile Connections to the Baldwin Park Transit Center

It is Staff's recommendation that the City Council:

1. Approve and award the contract to PALP, Inc. DBA Excel Paving out of Long Beach, CA in the amount of \$2,705,373.80; and
2. Authorize the Director of Finance to appropriate LLMD Fund #251 in the amount of \$55,816.80 and Prop C Fund #245 in the amount of \$175,000.00 from future Local Return allocations for a total amount of \$230,816.80; and
3. Authorize the Mayor and City Clerk to execute the contract for the Baldwin Park Downtown Beautification project including First Mile Last Mile Connections to the Baldwin Park Transit Center.

5. Approval of a Freeway Maintenance Agreement with the State of California Department of Transportation (Caltrans) Covering Maintenance of City-Side Frontage Roads Along the I-10 Freeway from the I-605 Freeway to the East City Limit

It is recommended that the City Council approve the Freeway Maintenance Agreement (FMA) with the State of California Department of Transportation (Caltrans) and authorize the Mayor to execute the agreement.

6. Approve Final Tract Map No. 82503 to Subdivide One (1) lot into Six (6) Lots to Facilitate the Construction of Five (5) Detached Condominium Units with One (1) Common Lot

It is recommended that the City Council accept the Final Tract Map No. 82503 and authorize the City Clerk and staff to sign the Final Tract Map.

7. Approve Final Parcel Map No. 1439 to Subdivide One (1) Lot into Two (2) Lots

It is recommended that the City Council accept the Final Parcel Map No. 1439 and authorize the City Clerk and Staff to sign the Final Map.

8. Approve Memorandum of Understanding with the Los Angeles County Metropolitan Transportation Authority (LACMTA) to Receive National Transit Database Reporting Funds for Transit Services for Years 2017 and 2018

It is recommended that the City Council approve the Memorandum of Understanding (MOU) with the Los Angeles County MTA and authorize the Mayor to execute said agreements.

9. Accept Completed Improvements and Authorize the Filing of a Notice of Completion for City Project No. CIP 20-22 – Maine Avenue Complete Street Improvements Ph.1B between Arrow Highway and Olive Street

Staff recommends that the City Council:

1. Accept the construction improvements by Gentry Brothers, Inc. and authorize the recordation of a Notice of Completion for City Project No. CIP 20-022; and
2. Authorize the Director of Finance to appropriate \$20,500.43 from fund 256 to Account No. 256-50-520-58100-15698 for Consultant Services cost related for federal project close-out; and
3. Authorize the release of retention funds in the amount of \$76,995.61 to Gentry Brothers, Inc. upon the expiration of 35-day notice period.

10. Update on the State Controllers Report Action Items

Staff recommends that the City Council receive and file this informational report.

11. Adopt Resolution Approving the Baldwin Park Resident Owned Utility District Integrated Resource Plan

Staff recommends that Council adopt Resolution No. 2020-043 Entitled: "RESOLUTION OF THE CITY OF BALDWIN PARK, CALIFORNIA, APPROVING THE BALDWIN PARK RESIDENT OWNED UTILITY DISTRICT INTEGRATED RESOURCE PLAN."

12. Business Rewards MasterCard with Bank of the West (BOW)

It is recommended that the City Council:

1. Approve the new Business Rewards MasterCard offered by Bank of the West and close the business credit card accounts with Bank of America; and
2. Authorize the Director of Finance to complete the Business Reward MasterCard application in the amount of \$50,000. Limits on each credit card to be assigned at the discretion of the Chief Executive Officer and Director of Finance; and
3. Authorize Chief Executive Officer to sign off on the documents including the application from Bank of the West on behalf of the City.

13. Biennial Review of the City's Conflict of Interest Code

Staff recommends that the City Council approve and adopt Resolution No. 2020-042 entitled, "A Resolution of the City Council of the City of Baldwin Park, Adopting the City's Conflict of Interest Code".

14. A Request for Consideration of a Settlement Agreement with Rukli, Inc.

It is recommended that the City Council approve the settlement agreement, directing the City Attorney to complete it and the Mayor to execute it; and direct staff to proceed with amended Development Agreements approved as to form by the City Attorney which will allow for additional distribution permits and revenue to the City of Baldwin Park.

CITY COUNCIL ACTING AS SUCCESSOR AGENCY OF THE DISSOLVED COMMUNITY DEVELOPMENT COMMISSION **CONSENT CALENDAR**

All items listed are considered to be routine business by the City Council and will be approved with one motion. There will be no separate discussion of these items unless a City Councilmember so requests, in which case, the item will be removed from the general order of business and considered in its normal sequence on the agenda.

SA-1 Successor Agency to the Dissolved Community Development Commission of the City of Baldwin Park Treasurer's Report – June 2020

Staff recommends that the Board receive and file the Treasurer's Report for June 2020.

REPORTS OF OFFICERS

15. Consideration of Amendment to Ordinance No. 1447 Rent Stabilization Ordinance of the City of Baldwin Park to Clarify Certain Provisions

Staff recommends that the City introduce for first reading, by title only, the amended Ordinance No. 1447, entitled, "AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, ADDING CHAPTER 11, SECTION 129 TO THE BALDWIN PARK MUNICIPAL CODE".

16. Approve and Adopt Resolution No. 2020-041 Entitled, "A Resolution of the City Council of the City of Baldwin Park, California, Appointing Representatives and Alternates as Official Representatives of the City"; and Review and Appoint Members to the City for the San Gabriel Valley Water Association, Independent Cities Lease Finance Authority, and the Foothill Transit Zone

Staff recommends that the City Council rescind Resolution 2020-037 and complete the review and appointment of delegate and alternate to the San Gabriel Valley Water Association, Independent Cities Lease Finance Authority, and the Foothill Transit Zone in Resolution No. 2020-041, entitled: "A Resolution of the City Council of the City of Baldwin Park, California, Appointing Representatives and Alternates as Official Representatives of the City".

CITY COUNCIL / CITY CLERK / CITY TREASURER / STAFF REQUESTS & COMMUNICATION

Request by Council Member Garcia for discussion and consideration:

Council Member Garcia requested letter to congress explaining how we've used the Care Act funding.

ADJOURNMENT

CERTIFICATION

I, Lourdes Morales, Chief Deputy City Clerk of the City of Baldwin Park hereby certify that, under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 27th day of August, 2020.



Lourdes Morales,
Chief Deputy City Clerk

For further information regarding agenda items, please contact the office of the City Clerk at (626) 960-4011 ext. 466 or via e-mail at lmorales@baldwinpark.com.

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STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Rose Tam, Director of Finance
DATE: September 2, 2020
SUBJECT: City of Baldwin Park's Warrants and Demands

SUMMARY

Attached is the Warrants and Demands Register for the City of Baldwin Park to be ratified by the City Council.

RECOMMENDATION

Staff recommends that the City Council ratify the attached Warrants and Demands Register.

FISCAL IMPACT

The payroll for the last period was \$939,357.56 and the attached General Warrants Register was \$3,562,883.43 for a total amount of \$4,502,240.99.

BACKGROUND

The attached Claims and Demands report format meets the required information as set out in the California Government Code. Staff has reviewed the requests for expenditures for the appropriate budgetary approval and for the authorization from the department head or its designee. Pursuant to Section 37208 of the California Government Code, the Chief Executive Officer or his/her designee does hereby certify to the accuracy of the demands hereinafter referred. Payments released since the previous City Council meeting and the following is a summary of the payment released:

1. The last payroll of the City of Baldwin Park consists of check numbers 200938 to 200953. Additionally, Automated Clearing House (ACH) Payroll deposits were made on behalf of City Employees from control number 22567 to 23000 for the period of July 12, 2020 through August 8, 2020, inclusive; these are presented and hereby ratified in the amount of \$939,357.56.
2. General Warrants, with the bank drafts in the amount of \$845,806.56 and checks from 229879 to 230135 in the amount of \$2,717,076.87 for the period of July 25, 2020 to August 24, 2020, inclusive; in the total amount of \$3,562,883.43 constituting of claims and demands against the City of Baldwin Park, are herewith presented to the City Council as required by law, and the same hereby ratified.

LEGAL REVIEW

Not Applicable

ATTACHMENT

1. Check Register



City of Baldwin Park, CA

Check Register
By (None)
Payment Dates 7/25/2020 - 8/24/2020

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
229879	07/29/2020	FOOD 4 LESS	PURCHASE FOOD FOR CDBG SENIOR DELIVERY PROG	220-25-299-53370-17050	990.50
229880	07/29/2020	TRIPLE B CORPORATION	PURCHASE FOOD FOR CDBG SENIOR DELIVERY PROG	220-25-299-53370-17050	1949.00
229881	07/29/2020	BUSINESS CARD	JOB POSTING	100-10-150-53200-00000	100.00
229881	07/29/2020	BUSINESS CARD	ARBITRATION	403-10-160-54100-00000	400.00
229881	07/29/2020	BUSINESS CARD	LATER FEE/FINANCE CHARGE	403-10-160-54100-00000	33.36
229882	07/29/2020	BUSINESS CARD	AREA D PROTEST ACTIVATION	100-30-340-53100-00000	172.46
229882	07/29/2020	BUSINESS CARD	BEST BUY	100-30-340-53100-00000	492.73
229882	07/29/2020	BUSINESS CARD	RETURN	100-30-340-53100-00000	-492.73
229882	07/29/2020	BUSINESS CARD	CLETS AGENCY MEMBERSHIP	100-30-340-53350-00000	125.00
229882	07/29/2020	BUSINESS CARD	DRY GAS TANK	271-30-350-58110-17233	389.40
229882	07/29/2020	BUSINESS CARD	HANDHELD BREATH ALCOHOL TESTER	271-30-350-58110-17233	3194.18
229883	07/30/2020	ANA VALDIVIA	DEDUCTION	100-00-000-21225-00000	346.15
229884	07/30/2020	LYNDA C SALAS	DEDUCTION	100-00-000-21225-00000	450.00
229885	07/30/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	1312.15
229886	07/30/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	309.69
229887	07/30/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	374.76
229888	07/30/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	131.53
229889	07/30/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	523.38
229890	07/30/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	268.61
229891	07/30/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	92.30
229892	07/30/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	382.15
229893	07/30/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	617.08
229894	07/30/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	44.14
229895	07/30/2020	AFLAC	AFLAC	100-00-000-21216-00000	888.77
229895	07/30/2020	AFLAC	AFLAC	100-00-000-21216-00000	128.48
229895	07/30/2020	AFLAC	AFLAC	100-00-000-21216-00000	888.70
229896	07/30/2020	ALLSTATE WORKPLACE DIVISION	CANCER INSURANCE	100-00-000-21221-00000	128.48
229896	07/30/2020	ALLSTATE WORKPLACE DIVISION	CANCER INSURANCE	100-00-000-21221-00000	130.25
229897	07/30/2020	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	117.75
229897	07/30/2020	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	1783.63
229897	07/30/2020	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	3945.05
229897	07/30/2020	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	1783.63
229898	07/30/2020	BALDWIN PARK MNGMT ASSOC.	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	3945.05
229898	07/30/2020	BALDWIN PARK MNGMT ASSOC.	MANAGEMENT DUES	100-00-000-21218-00000	20.00
229899	07/30/2020	BALDWIN PARK POLICE ASSOC	MANAGEMENT DUES	100-00-000-21218-00000	10.00
229899	07/30/2020	BALDWIN PARK POLICE ASSOC	POLICE SWORN DUES	100-00-000-21219-00000	3927.05
229899	07/30/2020	BALDWIN PARK POLICE ASSOC	POLICE SWORN DUES	100-00-000-21219-00000	1126.16
229899	07/30/2020	BALDWIN PARK POLICE ASSOC	POLICE SWORN DUES	100-00-000-21219-00000	3877.05
229900	07/30/2020	C.L.E.A.	POLICE NON-SWORN DUES	100-00-000-21219-00000	1126.16
229900	07/30/2020	C.L.E.A.	CLEA DISABILITY POLICE SWORN	403-10-000-47130-13404	820.75
229901	07/30/2020	CITY EMPLOYEES ASSOCIATES	CLEA DISABILITY POLICE SWORN	403-10-000-47130-13404	869.75
229901	07/30/2020	CITY EMPLOYEES ASSOCIATES	DUES CMEA	100-00-000-21226-00000	18.00
229901	07/30/2020	CITY EMPLOYEES ASSOCIATES	DUES CONFIDENTIAL/CEA	100-00-000-21227-00000	45.00
229901	07/30/2020	CITY EMPLOYEES ASSOCIATES	DUES CMEA	100-00-000-21226-00000	18.00
229902	07/30/2020	LIBERTY DENTAL PLAN	DUES CONFIDENTIAL/CEA	100-00-000-21227-00000	45.00
229902	07/30/2020	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21211-00000	14.74
229902	07/30/2020	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21211-00000	266.89
229902	07/30/2020	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21253-00000	100.26
229902	07/30/2020	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21253-00000	293.31
229903	07/30/2020	MUNICIPAL DENTAL POOL	DENTAL HMO - LIBERTY DENTAL	100-00-000-21211-00000	100.26
229903	07/30/2020	MUNICIPAL DENTAL POOL	DENTAL HMO - LIBERTY DENTAL	100-00-000-21211-00000	73.31
229903	07/30/2020	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21211-00000	3903.15
229903	07/30/2020	MUNICIPAL DENTAL POOL	RETRO DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21211-00000	57.28

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229903	07/30/2020	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21255-00000	394.40
229903	07/30/2020	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21211-00000	4820.69
229903	07/30/2020	MUNICIPAL DENTAL POOL	RETRO DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21211-00000	26.73
229903	07/30/2020	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21255-00000	394.40
229904	07/30/2020	P.T.E.A.	PTEA DUES	100-00-000-21220-00000	323.00
229904	07/30/2020	P.T.E.A.	CLERICAL DUES	100-00-000-21224-00000	85.50
229904	07/30/2020	P.T.E.A.	PTEA DUES	100-00-000-21220-00000	323.00
229904	07/30/2020	P.T.E.A.	CLERICAL DUES	100-00-000-21224-00000	85.50
229905	07/30/2020	PRE-PAID LEGAL SERVICES, INC.	PRE-PAID LEGAL SERVICES	100-00-000-21230-00000	159.43
229905	07/30/2020	PRE-PAID LEGAL SERVICES, INC.	PRE-PAID LEGAL SERVICES	100-00-000-21230-00000	159.42
229906	07/30/2020	STANDARD INSURANCE COMPANY	VISION - STANDARD INSURANCE COMPANY	100-00-000-21258-00000	76.74
229906	07/30/2020	STANDARD INSURANCE COMPANY	VISION - STANDARD INSURANCE COMPANY	100-00-000-21258-00000	1160.76
229906	07/30/2020	STANDARD INSURANCE COMPANY	VISION - STANDARD INSURANCE COMPANY	100-00-000-21258-00000	1165.44
229906	07/30/2020	STANDARD INSURANCE COMPANY	VISION EE	100-00-000-21210-00000	72.48
229907	07/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	BASIC LIFE,AD&D,STD & LTD INSURANCE	403-10-160-54130-00000	6915.16
229907	07/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	SUPP. LIFE - LINCOLN NATIONAL	100-00-000-21212-00000	290.10
229907	07/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS C/100,000	100-00-000-21254-00000	101.50
229907	07/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	SUPP. LIFE - LINCOLN NATIONAL	100-00-000-21212-00000	784.35
229907	07/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS B/50,000	100-00-000-21254-00000	598.95
229907	07/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS C/100,000	100-00-000-21254-00000	43.50
229907	07/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS D/60,000	100-00-000-21254-00000	21.75
229907	07/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	SUPP. LIFE - LINCOLN NATIONAL	100-00-000-21212-00000	1102.15
229907	07/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS B/50,000	100-00-000-21254-00000	609.99
229907	07/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS C/100,000	100-00-000-21254-00000	36.25
229907	07/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS D/60,000	100-00-000-21254-00000	21.75
229908	07/30/2020	A.S. CUSTOM WOODWORKS	LAMINATED L-SHAPE CABINETS, COUNTER TOP AND SINK	100-60-620-53371-00000	4999.00
229909	07/30/2020	AAE INCORPORATED	CONSTRUCTION MANAGEMENT, INSPECTION, FUND	256-50-520-58100-15698	35180.90
229909	07/30/2020	AAE INCORPORATED	SERVICES FOR CAPITAL IMPROVEMENT PROJECTS	254-50-520-58100-14120	1500.00
229909	07/30/2020	AAE INCORPORATED	CIVIL DESIGN FOR LEFT-TURN PHASING TRAFFIC	256-50-520-58100-15698	5417.25
229909	07/30/2020	AAE INCORPORATED	LANDSCAPE DESIGN FOR STREET CENTER	251-50-520-58100-15095	7976.00
229909	07/30/2020	AAE INCORPORATED	ATP CYCLE 3 PACIFIC AVE / MAINE AVE FROM	244-50-520-58100-15701	16337.00
229909	07/30/2020	AAE INCORPORATED	ATP CYCLE 3 PACIFIC AVE / MAINE AVE FROM	256-50-520-58100-15701	1923.00
229910	07/30/2020	AHMED JABER	CIVIL AND LANDSCAPE DESIGN SERVICES INCLUDING	270-50-520-58100-15104	31896.25
229911	07/30/2020	AK DIGITAL PRINTING	REFUND METROLINK PARKING TICKETS APR-JUNE 2020	244-00-000-43900-00000	90.00
229911	07/30/2020	AK DIGITAL PRINTING	PRINTING OF BUSINESS CARDS	100-40-440-53100-00000	328.50
229912	07/30/2020	ARAMARK UNIFORM SERVICES	PRINTING OF BUSINESS CARDS	100-40-460-53100-00000	54.75
229912	07/30/2020	ARAMARK UNIFORM SERVICES	UNIFORM ALLOWANCE	246-50-540-53100-15005	217.32
229912	07/30/2020	ARAMARK UNIFORM SERVICES	UNIFORMS FOR SEIU EMPLOYEES	254-50-581-53100-15510	15.65
229912	07/30/2020	ARAMARK UNIFORM SERVICES	UNIFORM ALLOWANCE	240-50-551-53100-15705	71.36
229912	07/30/2020	ARAMARK UNIFORM SERVICES	UNIFORM ALLOWANCE	240-50-551-53100-15705	51.96
229912	07/30/2020	ARAMARK UNIFORM SERVICES	UNIFORM ALLOWANCE	402-50-590-53100-00000	165.36
229912	07/30/2020	ARAMARK UNIFORM SERVICES	UNIFORMS FOR SEIU EMPLOYEES	254-50-581-53100-15510	87.01
229912	07/30/2020	ARAMARK UNIFORM SERVICES	UNIFORM ALLOWANCE	246-50-540-53100-15005	82.68
229912	07/30/2020	ARAMARK UNIFORM SERVICES	UNIFORM ALLOWANCE	402-50-590-53100-00000	154.64
229912	07/30/2020	ARAMARK UNIFORM SERVICES	UNIFORMS FOR SEIU EMPLOYEES	254-50-581-53100-15510	87.01
229912	07/30/2020	ARAMARK UNIFORM SERVICES	UNIFORM ALLOWANCE	240-50-551-53100-15705	217.32
229913	07/30/2020	ARAMARK UNIFORM SERVICES	UNIFORMS FOR SEIU EMPLOYEES	254-50-581-53100-15510	87.01
229913	07/30/2020	BROWNSTEIN HYATT FARBER SHRECK, LLP	MRT/TS FINAL EIR PROJECT FOR MAR 2020	100-10-131-51103-14103	25630.13
229914	07/30/2020	BROWNSTEIN HYATT FARBER SHRECK, LLP	BALDWIN PARK FREE SPEECH COALITION	100-40-131-51102-14105	8889.82
229914	07/30/2020	BUSINESS CARD	PAYMENT FOR SG VALLEY NEWS SUBSCRIPTION	100-60-610-53330-00000	10.00
229914	07/30/2020	BUSINESS CARD	NETFLIX MONTHLY FEE FOR TEEN CTR	100-60-630-53330-00000	3.25
229914	07/30/2020	BUSINESS CARD	NETFLIX MONTHLY FEE FOR USAGE AT SR CENTER	100-60-660-53330-00000	3.24
229914	07/30/2020	BUSINESS CARD	NETFLIX MONTHLY FEE FOR USAGE AT BARNES PARK	100-60-670-53330-15100	3.25
229914	07/30/2020	BUSINESS CARD	NETFLIX MONTHLY FEE FOR USAGE AT ARC	100-60-680-53330-00000	3.25
229914	07/30/2020	BUSINESS CARD	OVERPAYMENT LAST MONTHS STMT	220-25-299-53370-17050	-6.00
229914	07/30/2020	BUSINESS CARD	PURCHASE OF SOFTWARE FOR MORGAN PARK MARQUEE	501-60-000-22328-00000	99.98
229914	07/30/2020	BUSINESS CARD	INSTAGRAM POST BOOST FOR 4TH OF JULY	501-60-000-22328-00000	50.00
229914	07/30/2020	BUSINESS CARD	INTERNATIONAL TRANSACTION FEE	501-60-000-22328-00000	3.00
229915	07/30/2020	CAL BLEND SOILS INC	MISCELLANEOUS SUPPLIES	251-50-560-53100-00000	295.19

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229916	07/30/2020	CALIFORNIA CHOICE ENERGY AUTHORITY	JULY 2019 CCA IMPLEMENTATION SERVICES	200-40-405-51101-15756	16000.00
229916	07/30/2020	CALIFORNIA CHOICE ENERGY AUTHORITY	SEPT 2019 CCA IMPLEMENTATION SERVICES	200-40-405-51101-15756	16000.00
229916	07/30/2020	CALIFORNIA CHOICE ENERGY AUTHORITY	NOV 2019 CCA IMPLEMENTATION SERVICES	200-40-405-51101-15756	16000.00
229916	07/30/2020	CALIFORNIA CHOICE ENERGY AUTHORITY	MAY 2019 CCA IMPLEMENTATION SERVICES	200-40-405-51101-15756	16000.00
229917	07/30/2020	CARLOS VALLE	CLEAN OUTSIDE RESTROOMS AT WGNP, HILDA SOLIS	100-60-620-53371-00000	3032.50
229917	07/30/2020	CARLOS VALLE	CLEAN OUTSIDE RESTROOMS AT WGNP, HILDA SOLIS	100-60-620-53371-15100	160.00
229917	07/30/2020	CARLOS VALLE	CLEAN OUTSIDE RESTROOMS AT WGNP, HILDA SOLIS	245-60-620-53371-15882	1000.00
229917	07/30/2020	CARLOS VALLE	CLEAN OUTSIDE RESTROOMS AT WGNP, HILDA SOLIS	252-60-620-53371-00000	3032.50
229918	07/30/2020	CHICAS ESCOBAR	COVID-19 FLOOR GRAPHICS, SIGNS AND BANNERS	100-25-299-53370-17050	740.22
229918	07/30/2020	CHICAS ESCOBAR	MISCELLANEOUS PRINTING SERVICES	245-50-550-53320-15622	269.37
229919	07/30/2020	COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS	ROUTINE AND EXTRAORDINARY MAINTENANCE	240-50-530-51100-00000	1178.35
229919	07/30/2020	COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC WORKS	ROUTINE AND EXTRAORDINARY MAINTENANCE	240-50-530-51100-00000	1448.40
229920	07/30/2020	EVAN BROOKS ASSOCIATES, INC	PROFESSIONAL SERVICES AGREEMENT FOR DESIGN,	244-50-520-58100-15507	2280.00
229920	07/30/2020	EVAN BROOKS ASSOCIATES, INC	HSP CYCLE 5 STREET IMPROVEMENTS	245-50-520-58100-15716	2049.00
229921	07/30/2020	FERNANDO JIMENEZ & ASSOCIATES, INC	INVESTIGATIONS	403-10-160-51100-00000	576.90
229921	07/30/2020	FERNANDO JIMENEZ & ASSOCIATES, INC	INVESTIGATIONS	403-10-160-51100-00000	1814.40
229922	07/30/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-551-53100-15705	123.47
229922	07/30/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-551-53100-15705	89.10
229922	07/30/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-551-53100-15705	189.41
229922	07/30/2020	HOME DEPOT	MISCELLANEOUS SUPPLIES	240-50-550-53100-15705	8.26
229922	07/30/2020	HOME DEPOT	MISC SUPPLIES	245-50-550-53100-15622	164.05
229923	07/30/2020	HONEYWELL INTERNATIONAL INC.	REPAIRS MADE TO THE AC	100-60-620-53371-00000	1948.57
229923	07/30/2020	I COLOR PRINTING	SERVICES FOR BP NOW AND RECREATION GUIDE	100-60-610-51100-11400	3293.05
229924	07/30/2020	ISRAEL RODAS	EDUCATION PROG REIMBURSEMENT	100-30-310-53210-00000	2000.00
229925	07/30/2020	JAMES R STONE	LOCKSMITH SERVICES AT CITY FACILITIES	100-60-620-53371-00000	175.00
229926	07/30/2020	JAMES R STONE	LOCKSMITH SERVICES AT CITY FACILITIES	100-60-620-53371-00000	340.00
229926	07/30/2020	JAMES R STONE	LOCKSMITH SERVICES AT CITY FACILITIES	100-60-620-53371-00000	138.60
229926	07/30/2020	JAMES R STONE	LOCKSMITH SERVICES AT CITY FACILITIES	100-60-620-53371-00000	175.00
229926	07/30/2020	JAMES R STONE	LOCKSMITH SERVICES AT CITY FACILITIES	100-60-620-53371-00000	184.55
229926	07/30/2020	JAMES R STONE	LOCKSMITH SERVICES AT CITY FACILITIES	100-60-620-53371-00000	258.83
229926	07/30/2020	JAMES R STONE	LOCKSMITH SERVICES AT CITY FACILITIES	100-60-620-53371-00000	113.08
229926	07/30/2020	JAMES R STONE	LOCKSMITH SERVICES AT CITY FACILITIES	252-60-620-53371-00000	136.39
229926	07/30/2020	JAMES R STONE	LOCKSMITH SERVICES AT CITY FACILITIES	252-60-620-53371-00000	463.24
229926	07/30/2020	JAMES R STONE	LOCKSMITH SERVICES AT CITY FACILITIES	252-60-620-53371-00000	435.44
229926	07/30/2020	JAMES R STONE	LOCKSMITH SERVICES AT CITY FACILITIES	252-60-620-53371-00000	175.00
229926	07/30/2020	JAMES R STONE	LOCKSMITH SERVICES AT CITY FACILITIES	100-60-620-53371-00000	182.24
229926	07/30/2020	JAMES R STONE	LOCKSMITH SERVICES AT CITY FACILITIES	100-60-620-53371-00000	629.88
229926	07/30/2020	JAMES R STONE	LOCKSMITH SERVICES AT CITY FACILITIES	100-60-620-53371-00000	175.00
229926	07/30/2020	JAMES R STONE	LOCKSMITH SERVICES AT CITY FACILITIES	100-60-620-53371-00000	9.50
229926	07/30/2020	JAMES R STONE	LOCKSMITH SERVICES AT CITY FACILITIES	252-60-620-53371-00000	253.00
229926	07/30/2020	JAMES R STONE	LOCKSMITH SERVICES AT CITY FACILITIES	252-60-620-53371-00000	422.50
229926	07/30/2020	JAMES R STONE	LOCKSMITH SERVICES AT CITY FACILITIES	252-60-620-53371-00000	264.74
229926	07/30/2020	JAMES R STONE	LOCKSMITH SERVICES AT CITY FACILITIES	252-60-620-53371-00000	231.39
229926	07/30/2020	JCS PLUMBING & BACKFLOW SVC	PARTS & LABOR FOR REPAIRS GARBAGE DISPOSAL	905-40-410-53100-14305	277.16
229929	07/30/2020	JOSE JIMENEZ	EDUCATION PROG REIMBURSEMENT	100-30-310-53210-00000	2000.00
229930	07/30/2020	LETICIA SALAZAR	REFUND DEPOSIT FEE 06/06/20	100-60-000-45601-00000	800.00
229930	07/30/2020	LETICIA SALAZAR	REFUND DEPOSIT FEE 06/06/20	501-60-000-22333-00000	500.00
229931	07/30/2020	MILLER'S & ISHAMS FIRE EXTINGUISHERS	PARTS AND LABOR FOR REPAIRS AND REPLACEMENT	402-50-590-51101-00000	235.79
229932	07/30/2020	OMEGA INDUSTRIAL SUPPLY INC	PARTS AND LABOR FOR REPAIRS AND REPLACEMENT	254-50-570-53100-14885	489.91
229932	07/30/2020	OMEGA INDUSTRIAL SUPPLY INC	GRAFFITI REMOVAL CHEMICAL	254-50-570-53100-14885	188.65
229933	07/30/2020	PACIFIC PRODUCTS & SERVICES INC	MATERIALS AND SUPPLIES	254-50-550-53100-15622	771.98
229934	07/30/2020	PREMIERE FUELING SERVICES INC	123	402-50-590-53110-16140	200.00
229935	07/30/2020	RED WING BRANDS OF AMERICA INC	BOOT ALLOWANCE FOR SIEU EMPLOYEES	254-50-581-53100-15559	300.00
229936	07/30/2020	RICHARD D. JONES, A PROFESSIONAL LAW CORPORATION	SPECIALIZED LEGAL SERVICES	100-40-131-51102-00000	40.00
229937	07/30/2020	ROBERT L LARVEE	EDUCATION PROG REIMBURSEMENT	100-30-310-53210-00000	2000.00
229938	07/30/2020	S.C. SIGNS AND SUPPLIES LLC	OVERHEAD SIGNAL MOUNTED REGULATORY	254-50-550-53100-15622	995.08
229939	07/30/2020	SAM WANG	TO REPLACED CHECK # 228239	246-00-000-22340-00000	250.00
229939	07/30/2020	SAM WANG	TO REPLACED CHECK # 228239	246-00-000-22340-00000	528.82
229940	07/30/2020	SAN GABRIEL VALLEY TRIBUNE	REVISED INVOICE TO PAY DIFFERENCE	200-40-405-51101-15756	26.50

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229941	07/30/2020	SAN GABRIEL VALLEY WATER	WATER COST	251-50-560-53402-00000	530.25
229942	07/30/2020	SCHINDLER ELEVATOR CORPORATION	REPAIR ELEVATOR AT CITY HALL PARKING STRUCTURE	245-60-620-53371-00000	863.10
229942	07/30/2020	SCHINDLER ELEVATOR CORPORATION	REPAIR ELEVATOR AT CITY HALL	100-60-620-53371-00000	515.53
229943	07/30/2020	SERGIO GARCIA	EDUCATION PROG REIMBURSEMENT	100-30-310-53210-00000	2000.00
229944	07/30/2020	SO CAL MUNICIPAL ATHLETIC FED	ANNUAL MEMBERSHIP RENEWAL	501-60-000-22326-00000	130.00
229945	07/30/2020	SPRINT	GPS TRACKING W/DATA WEB PORTAL AND	402-50-591-51100-00000	660.67
229945	07/30/2020	SPRINT	GPS TRACKING W/DATA WEB PORTAL AND	402-50-591-51101-00000	154.93
229946	07/30/2020	ST JOHN THE BAPTIST CHURCH	WATER SERVICES 5/25/20-6/22/20	220-40-420-53360-14876	150.00
229947	07/30/2020	SWEDLOWS DISTRIBUTORS	PURCHASE OF OFFICE CABINETS	100-60-620-53390-00000	229.95
229948	07/30/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	100-60-620-53371-00000	75.00
229948	07/30/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	100-60-620-53371-00000	43.00
229948	07/30/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	252-60-620-53371-00000	50.00
229948	07/30/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	252-60-620-53371-00000	77.00
229948	07/30/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	252-60-620-53371-00000	88.00
229948	07/30/2020	THE GAS COMPANY	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	100-60-620-53371-00000	97.00
229949	07/30/2020	THOMSON REUTERS-WEST	NATURAL GAS VEHICLE FUEL	402-50-590-53405-00000	13.00
229950	07/30/2020	THOMSON REUTERS-WEST	WEST INFORMATION CHARGES	100-40-460-53330-00000	180.62
229951	07/30/2020	TONY GAMBOA	CITATION PROCESSING AND ONLINE ACCESS	100-40-460-53330-00000	180.62
229952	07/30/2020	TYLER TECHNOLOGIES INC	EDUCATION PROG REIMBURSEMENT	100-30-310-53210-00000	1620.00
229953	07/30/2020	UNITED ROTARY BRUSH CORP	ENERGOV SAAS. CONFIGURATION & ASSESSMENT	235-40-440-58105-00000	16337.50
229953	07/30/2020	UNITED ROTARY BRUSH CORP	1223	402-50-590-53100-00000	393.98
229954	07/30/2020	VALLEY COUNTY WATER DIST	BRUSH AND PARTS FOR THE STREET SWEEPER	402-50-590-53100-00000	418.94
229954	07/30/2020	VALLEY COUNTY WATER DIST	WATER COST	100-60-620-53402-00000	214.30
229954	07/30/2020	VALLEY COUNTY WATER DIST	CITY BUILDINGS	100-60-620-53402-00000	1866.94
229954	07/30/2020	VALLEY COUNTY WATER DIST	14317 MORGAN ST	905-40-410-53402-14305	220.59
229954	07/30/2020	VALLEY COUNTY WATER DIST	WATER COST	251-50-560-53402-00000	355.27
229954	07/30/2020	VALLEY COUNTY WATER DIST	WATER COST	254-60-620-53402-15882	3052.94
229954	07/30/2020	VALLEY COUNTY WATER DIST	SPRINKLERS	251-50-560-53402-00000	3337.89
229954	07/30/2020	VALLEY COUNTY WATER DIST	WATER BILLING PERIOD 5/25/2020-6/22/2020	252-60-620-53402-00000	2329.26
229954	07/30/2020	WAXIE SANITARY SUPPLY	ENERGOV CONFIGURATION AND ASSESSMENT	251-50-560-53100-00000	4329.11
229956	07/30/2020	WEST COAST ARBORISTS, INC	MUNICIPAL TREE TRIMS	254-50-550-53100-17445	1221.53
229957	07/30/2020	ZUMAR INDUSTRIES INC.	TRAFFIC CONTROL SIGN, WARNING AND REGULATORY	254-50-550-53100-15622	1396.00
229958	07/30/2020	ALPINE PLUMBING AND ROOTER	REPAIRS TO LEAKING FAUCET	905-40-410-53371-14621	185.00
229959	07/30/2020	A-TECH SYSTEMS	MAINTENANCE OF FIRE ALARM AT CITY HALL PARKING	100-60-620-53371-00000	90.00
229959	07/30/2020	A-TECH SYSTEMS	MAINTENANCE OF FIRE ALARM AT CITY HALL PARKING	252-60-620-53371-00000	45.00
229959	07/30/2020	BALDWIN PARK FLOWERS & GIFTS	MAINTENANCE OF FIRE ALARM AT CITY HALL PARKING	100-25-299-53100-11405	224.98
229960	07/30/2020	INTERNATIONAL CODE COUNCIL	FUNERAL FLORAL WREATH	100-40-450-53330-00000	265.00
229961	07/30/2020	JAMES R STONE	GOVERNMENTAL MEMBERSHIP DUES FOR BUILDING DIVISION	100-60-620-53371-00000	46.78
229962	07/30/2020	JAMES R STONE	PAYMENT OF LOCKSMITH SERVICES	252-60-620-53371-00000	46.78
229963	07/30/2020	MARIA MORENO	REIMBURSEMENT FOR PURCHASE OF SUPPLIES	100-25-299-53370-17050	34.88
229964	07/30/2020	MONTY'S ELECTRIC, INC.	ELECTRICAL REPAIRS AT CITY HALL	100-60-620-53371-00000	1872.00
229965	07/30/2020	SAN GABRIEL VALLEY EXAMINER	DOWNTOWN BEATIFICATION PROJECT	256-50-520-58100-15076	468.00
229966	07/30/2020	STAPLES BUSINESS CREDIT	PURCHASE OF OFFICE SUPPLIES	100-60-660-53100-00000	153.28
229966	07/30/2020	STAPLES BUSINESS CREDIT	OFFICE SUPPLIES	100-60-660-53100-00000	22.98
229966	07/30/2020	STAPLES BUSINESS CREDIT	PURCHASE OF OFFICE SUPPLIES	100-60-650-53100-00000	169.44
229967	07/30/2020	STATE OF CALIFORNIA ENERGY RESOURCES CONSERVATION	LOAN PAYMENT FOR JUNE 2020	200-50-520-55740-15755	73129.87
229967	07/30/2020	STATE OF CALIFORNIA ENERGY RESOURCES CONSERVATION	LOAN PAYMENT FOR JUNE 2020	200-50-520-55742-15755	13992.26
229968	08/03/2020	CALIFORNIA CONSTRUCTION & FIRE RESTORATION, INC	REFUND OF SECURITY DEPOSIT	246-00-000-22540-00000	300.00
229969	08/03/2020	DATA TICKET, INC.	CITATION PROCESSING AND ONLINE ACCESS	100-40-460-51101-00000	50.00
229969	08/03/2020	DATA TICKET, INC.	CITATION PROCESSING AND ONLINE ACCESS	100-40-460-51101-00000	82.04
229969	08/03/2020	DATA TICKET, INC.	CITATION PROCESSING AND ONLINE ACCESS	100-40-460-51101-00000	150.00
229969	08/03/2020	DATA TICKET, INC.	CITATION PROCESSING AND ONLINE ACCESS	100-40-460-51101-00000	53.04
229969	08/03/2020	DATA TICKET, INC.	CITATION PROCESSING AND ONLINE ACCESS	100-40-460-51101-00000	100.00
229969	08/03/2020	GEORGE VANECEK	CITATION PROCESSING AND ONLINE ACCESS	100-40-460-51101-00000	50.00
229970	08/03/2020	HONGXIANG LIN	HR TRAINING	100-10-150-55200-00000	4807.78
229971	08/03/2020	HONGXIANG LIN	REFUND OF SECURITY DEPOSIT	246-00-000-22540-00000	6883.44
229971	08/03/2020	HONGXIANG LIN	REFUND OF SECURITY DEPOSIT	246-00-000-22540-00000	7686.84

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
229972	08/03/2020	JOSE SORIA GOLDEN EMPIRE CONSTRUCTION	REFUND OF SECURITY DEPOSIT	246-00-000-22540-00000	454.92
229972	08/03/2020	JOSE SORIA GOLDEN EMPIRE CONSTRUCTION	REFUND OF SECURITY DEPOSIT	246-00-000-22540-00000	250.00
229973	08/03/2020	LIBERT CASSIDY WHITMORE	LEGAL SERVICE FOR INVESTIGATIONS (FY19-20)	100-10-131-51102-11105	5952.00
229973	08/03/2020	LIBERT CASSIDY WHITMORE	LEGAL SERVICE FOR INVESTIGATIONS (FY19-20)	100-10-131-51102-11105	4396.00
229973	08/03/2020	LIBERT CASSIDY WHITMORE	LEGAL SERVICE FOR INVESTIGATIONS (FY19-20)	100-10-131-51102-11105	1005.00
229973	08/03/2020	LIBERT CASSIDY WHITMORE	LEGAL SERVICE FOR INVESTIGATIONS (FY19-20)	100-10-131-51102-11105	1854.00
229973	08/03/2020	LIBERT CASSIDY WHITMORE	PRO PROFESSIONAL SERVICES RENDERED THROUGH 6/30/20	100-10-131-51102-11105	100.00
229973	08/03/2020	LIBERT CASSIDY WHITMORE	LEGAL SERVICES FOR INVESTIGATIONS (FY19-20)	100-10-131-51102-11105	1683.00
229974	08/03/2020	MARLENE ESTRADA	REFUND OF FACILITY RESERVATION	100-60-000-45601-00000	700.00
229974	08/03/2020	MARLENE ESTRADA	REFUND OF FACILITY RESERVATION	501-60-000-22333-00000	500.00
229975	08/03/2020	OFFICE DEPOT INC	OFFICE SUPPLIES FOR BUILDING AND SAFETY	100-40-450-53100-00000	157.74
229975	08/03/2020	OFFICE DEPOT INC	OFFICE SUPPLIES FOR BUILDING AND SAFETY	100-40-450-53100-00000	284.66
229975	08/03/2020	OFFICE DEPOT INC	OFFICE SUPPLIES FOR BUILDING AND SAFETY	100-40-450-53100-00000	6.06
229975	08/03/2020	OFFICE DEPOT INC	OFFICE SUPPLIES FOR BUILDING AND SAFETY	100-40-450-53100-00000	22.75
229975	08/03/2020	OFFICE DEPOT INC	OFFICE SUPPLIES FOR BUILDING AND SAFETY	100-40-450-53100-00000	164.51
229975	08/03/2020	OFFICE DEPOT INC	OFFICE SUPPLIES FOR BUILDING AND SAFETY	100-40-450-53100-00000	14.72
229975	08/03/2020	OFFICE DEPOT INC	OFFICE SUPPLIES FOR BUILDING AND SAFETY	100-40-450-53100-00000	9.10
229975	08/03/2020	OFFICE DEPOT INC	OFFICE SUPPLIES FOR BUILDING AND SAFETY	100-40-450-53100-00000	20.79
229975	08/03/2020	OFFICE DEPOT INC	OFFICE SUPPLIES FOR BUILDING AND SAFETY	100-40-450-53100-00000	37.22
229975	08/03/2020	OFFICE DEPOT INC	OFFICE SUPPLIES FOR BUILDING AND SAFETY	100-40-450-53100-00000	51.18
229976	08/03/2020	SESAC	PAYMENT OF REMAINING BALANCE	100-60-660-51100-00000	22.44
229977	08/03/2020	SOUTH COAST A.Q.M.D	PAYMENT OF ANNUAL PERMIT FEE	100-60-620-55371-00000	421.02
229978	08/03/2020	SPILLMAN TECHNOLOGIES, INC.	GIS MAINTANCE	209-30-310-58105-13025	10220.32
229979	08/03/2020	YURIKO RUIZESPARZA	REFUND FACILITY DEPOSIT	100-60-000-45601-00000	915.00
229980	08/03/2020	AAE INCORPORATED	CITY ENGINEERING SERVICE	100-50-510-51100-00000	3360.00
229980	08/03/2020	AAE INCORPORATED	DESIGN FOR CIVIL PS&E OF BP DOWNTOWN	254-50-520-58100-14120	22632.56
229980	08/03/2020	AAE INCORPORATED	DESIGN FOR CIVIL PS&E OF BP DOWNTOWN	256-50-520-58100-15076	3170.24
229980	08/03/2020	AAE INCORPORATED	DESIGN FOR CIVIL PS&E OF BP DOWNTOWN	270-50-520-58100-15094	16125.70
229980	08/03/2020	AAE INCORPORATED	DESIGN FOR CIVIL PS&E OF BP DOWNTOWN	254-50-520-58100-14120	27567.44
229980	08/03/2020	AAE INCORPORATED	DESIGN FOR CIVIL PS&E OF BP DOWNTOWN	270-50-520-58100-15094	12261.06
229980	08/03/2020	AAE INCORPORATED	ATP CYCLE 3 MAINE AVE / PACIFIC AVE COMPLETE	251-50-520-58100-15701	3959.20
229980	08/03/2020	AAE INCORPORATED	ATP CYCLE 3 MAINE AVE / PACIFIC AVE COMPLETE	256-50-520-58100-15076	20000.00
229980	08/03/2020	AAE INCORPORATED	DESIGN FOR CIVIL PS&E OF BP DOWNTOWN	270-50-520-58100-15094	14029.76
229980	08/03/2020	AAE INCORPORATED	DESIGN FOR CIVIL PS&E OF BP DOWNTOWN	270-50-520-58100-15094	9223.24
229980	08/03/2020	AAE INCORPORATED	CITY ENGINEERING SERVICE	100-40-440-51100-00000	590.00
229980	08/03/2020	AAE INCORPORATED	CITY ENGINEERING SERVICE	100-50-510-51100-00000	3684.00
229981	08/03/2020	DAPEER ROSENBLIT & LITVAK, LLP	LEGAL SERVICES RELATED TO MASSAGE ORDINANCE	235-40-130-51102-00000	1017.50
229982	08/03/2020	EAST SAN GABRIEL VALLEY	ASSISTANCE TO THE HOMELESS (PSA)	220-40-420-55360-14830	828.56
229984	08/03/2020	MDG ASSOCIATES	CONSULTANT SERVICES AGREEMENT FOR THE	235-40-420-51100-14066	19560.00
229984	08/03/2020	MDG ASSOCIATES	REPLACEMENT OF 24 TRASH RECEPCTACLES	235-40-420-51100-14066	12000.00
229985	08/03/2020	NUCAST INDUSTRIES	SUPPLIES FOR VEHICLES	246-50-520-58110-15085	12770.51
229986	08/03/2020	O'REILLY AUTO PARTS	SUPPLIES FOR VEHICLES	402-50-591-53100-00000	18.81
229986	08/03/2020	O'REILLY AUTO PARTS	SUPPLIES FOR VEHICLES	402-50-591-53100-00000	4.89
229987	08/03/2020	US BANK VOYAGER	CITY ISSUED GAS CARDS FOR POLICE DEPARTMENT	402-50-591-53110-16140	396.62
229988	08/03/2020	VALLEY COUNTY WATER DIST	SPRINKLERS	251-50-560-53402-00000	7565.87
229988	08/03/2020	VALLEY COUNTY WATER DIST	12TH MONTH WATER BILL	100-60-620-53402-00000	2408.49
229988	08/03/2020	VALLEY COUNTY WATER DIST	12TH MONTH WATER BILL	254-60-620-53402-15882	498.06
229989	08/05/2020	FOOD 4 LESS	PURCHASE OF FOOD/PRODUCE FOR CDBG SENIOR DELIVERY	220-25-299-53370-17050	2555.43
229990	08/05/2020	TRIPLE B CORPORATION	PURCHASE OF FOOD PRODUCE FOR CDBG SENIOR DELIVERY	220-25-299-53370-17050	1503.79
229990	08/05/2020	TRIPLE B CORPORATION	PURCHASE OF FOOD PRODUCE FOR CDBG SENIOR DELIVERY	501-60-000-22327-00000	761.71
229990	08/05/2020	TRIPLE B CORPORATION	PURCHASE OF FOOD PRODUCE FOR CDBG SENIOR DELIVERY	501-60-000-22327-00000	98.50
229991	08/05/2020	WALMART 3522	PURCHASE OF FOOD FOR CDBG SERNIO DELIVERY	220-25-299-53370-17050	504.75
229992	08/06/2020	AIRGAS WEST	OXYGEN ACETYLENE AND WELDING SUPPLIES	402-50-590-53100-00000	98.67
229993	08/06/2020	AMTEK	CONSTRUCTION OF COMPRESSED NATURAL	245-50-520-58110-15507	7344.92
229993	08/06/2020	AMTEK	CONSTRUCTION OF COMPRESSED NATURAL	280-50-520-58110-15507	150210.96
229994	08/06/2020	ANDRES RUESGA	REPAIR FENCE NEXT TO METRO LINK	245-50-581-53371-15510	2000.00
229994	08/06/2020	ANDRES RUESGA	REPAIR FENCE NEXT TO METRO LINK	254-50-581-51101-00000	200.00
229995	08/06/2020	ARAMARK UNIFORM SERVICES	PAYMENT OF UNIFORM SERVICES	100-60-620-53371-00000	23.52
229995	08/06/2020	ARAMARK UNIFORM SERVICES	PAYMENT OF UNIFORM SERVICES	100-60-620-53371-00000	31.23

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229995	08/06/2020	ARAMARK UNIFORM SERVICES	PAYMENT OF UNIFORM SERVICES	252-60-620-53371-00000	7.72
229995	08/06/2020	ARAMARK UNIFORM SERVICES	PAYMENT OF UNIFORM SERVICES	252-60-620-53371-00000	23.52
229995	08/06/2020	ARAMARK UNIFORM SERVICES	PAYMENT OF UNIFORM SERVICES	252-60-620-53371-00000	23.52
229996	08/06/2020	AUTOMATION SOLUTIONS, INC.	SERVICE CALLS	245-50-360-51100-15337	285.00
229997	08/06/2020	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	100-60-630-53100-00000	191.82
229997	08/06/2020	CINTAS FIRST AID & SAFETY	FIRST AID SUPPLIES	402-50-590-53100-00000	89.79
229998	08/06/2020	DREAM & SPACE CONSTRUCTION	CITY HALL 2ND FLOOR, REPAIR AND PAINT WALLS	100-60-620-53371-00000	11625.00
229998	08/06/2020	DREAM & SPACE CONSTRUCTION	2ND FLOOR REPAIR AND PAINT WALLS	100-60-620-53371-00000	1400.00
229999	08/06/2020	GENTRY BROTHERS, INC.	MAINE & PACIFIC AVE PHASE # II PROJECT	245-50-520-58100-15701	8151.67
229999	08/06/2020	GENTRY BROTHERS, INC.	MAINE & PACIFIC AVE PHASE # II PROJECT	258-50-520-58100-15701	14597.18
229999	08/06/2020	GENTRY BROTHERS, INC.	MAINE & PACIFIC AVE PHASE # II PROJECT	270-50-520-58100-15701	166824.84
229999	08/06/2020	GENTRY BROTHERS, INC.	MAINE & PACIFIC AVE PHASE # II PROJECT	245-50-520-58100-15701	11088.92
229999	08/06/2020	GENTRY BROTHERS, INC.	MAINE & PACIFIC AVE PHASE # II PROJECT	258-50-520-58100-15701	19856.91
229999	08/06/2020	GENTRY BROTHERS, INC.	MAINE & PACIFIC AVE PHASE # II PROJECT	270-50-520-58100-15701	226956.07
230000	08/06/2020	RAMTEK LLC	UPS UNINTERRUPTED POWER RENTAL IN DISPATCH	100-30-310-53371-00000	3517.50
230001	08/06/2020	SOUTHLAND TRANSIT, INC.	TRANSIT SERVICES JULY 2019 TO JUNE 2020	245-50-580-51100-15520	11243.64
230001	08/06/2020	SOUTHLAND TRANSIT, INC.	FARE BOX REVENUE	244-50-000-42151-00000	-139.50
230001	08/06/2020	SOUTHLAND TRANSIT, INC.	TRANSIT SERVICES JULY 2019 TO JUNE 2020	244-50-580-51100-15525	107806.00
230001	08/06/2020	SOUTHLAND TRANSIT, INC.	SHELTER MAINTENANCE	244-50-000-42150-00000	-2805.49
230001	08/06/2020	SOUTHLAND TRANSIT, INC.	FARE BOX REVENUE	244-50-000-42151-00000	-2835.00
230001	08/06/2020	SOUTHLAND TRANSIT, INC.	ADVERTISEMENT	244-50-000-45602-00000	-1946.06
230002	08/06/2020	ANGELICA ARGUMANIZ	REFUND METROLINK P.PERMITS AUG-DEC 2020	244-00-000-45900-00000	50.00
230003	08/06/2020	CELL BUSINESS EQUIPMENT	MAINTENANCE FOR COPIERS	401-10-141-53371-11504	168.63
230004	08/06/2020	CHICAS ESCOBAR	PAYMENT OF COVID-19 FLOOR GRAPHICS SIGNS & BANNERS	100-25-299-53370-17050	644.96
230005	08/06/2020	CINTAS FIRST AID & SAFETY	LEASE AED UNITS FOR ALL CITY FACILITIES	403-10-160-51101-11350	448.95
230005	08/06/2020	CINTAS FIRST AID & SAFETY	LEASE AED UNITS FOR ALL CITY FACILITIES	403-10-160-51101-11350	718.32
230006	08/06/2020	COMMERCIAL DOOR OF ANAHEIM INC	PAYMENT OF REPAIRS MADE TO DOOR	100-60-620-53371-00000	512.00
230007	08/06/2020	DE LAGE LANDEN	MAINTENANCE FOR SHARP MXM654N COPIER	401-10-141-53371-11504	135.50
230007	08/06/2020	DE LAGE LANDEN	LEASE PAYMENTS FOR SHARP MXM654N COPIER	401-10-141-58140-11504	247.40
230008	08/06/2020	FRANCISCO RAMIREZ	TO REPLACE PAYROLL CHECK #200732 1/06/20	999-00-000-10010-00000	125.14
230009	08/06/2020	GENTRY BROTHERS, INC.	ATP CYCLE 3 PROJECT - MAINE AVE AND PACIFIC AVE	245-50-520-58100-15701	8609.00
230009	08/06/2020	GENTRY BROTHERS, INC.	ATP CYCLE 3 PROJECT - MAINE AVE AND PACIFIC AVE	258-50-520-58100-15701	15400.00
230009	08/06/2020	GENTRY BROTHERS, INC.	ATP CYCLE 3 PROJECT - MAINE AVE AND PACIFIC AVE	270-50-520-58100-15701	176000.00
230010	08/06/2020	GUSTAVO MARTINEZ	REFUND FOR RETURNED METROLINK PARKING TICKETS	244-00-000-45900-00000	270.00
230011	08/06/2020	IRMA HOENES	PC LOAN FOR FY 20/2021	100-00-000-11031-00000	949.99
230012	08/06/2020	LOS ANGELES COUNTY FIRE DEPARTMENT	UNDERGROUND STORAGE TANK PROG	402-50-590-53370-00000	4391.00
230013	08/06/2020	MONTYS ELECTRIC, INC.	ELECTRICAL REPAIRS @ CITY HALL 2ND FLOOR	100-60-620-53371-00000	794.27
230013	08/06/2020	MONTYS ELECTRIC, INC.	ELECTRICAL REPAIRS @ CITY HALL 2ND FLOOR	100-60-620-53371-00000	515.00
230014	08/06/2020	MOTOROLA SOLUTIONS, INC.	EQUIPMENT LEASE PURCHASE #24272	240-50-520-58110-13020	187958.00
230014	08/06/2020	MOTOROLA SOLUTIONS, INC.	EQUIPMENT LEASE PURCHASE #24272	271-30-350-58110-13020	126210.00
230015	08/06/2020	NICHOLS LUMBER & HARDWARE	MATERIALS & SUPPLIES	100-60-620-53100-00000	19.25
230015	08/06/2020	NICHOLS LUMBER & HARDWARE	MATERIALS & SUPPLIES	252-60-620-53100-00000	19.25
230016	08/06/2020	OFFICE DEPOT INC	OFFICE SUPPLIES	240-50-510-53100-00000	83.45
230017	08/06/2020	RICOH USA INC	LEASE FOR 8 RICOH COPIERS	401-10-141-58140-11502	5033.43
230018	08/06/2020	SAN GABRIEL VALLEY WATER	WATER COST SPRINKLERS	251-50-560-53402-00000	3268.84
230018	08/06/2020	SAN GABRIEL VALLEY WATER	WATER COST CITY PARKS	252-60-620-53402-00000	5205.79
230019	08/06/2020	SCHINDLER ELEVATOR CORPORATION	MAINTENANCE OF ELEVATORS AT CITY HALL AND ARC	100-60-620-53371-00000	3077.26
230019	08/06/2020	SCHINDLER ELEVATOR CORPORATION	MAINTENANCE OF ELEVATORS AT CITY HALL AND ARC	252-60-620-53371-00000	3077.27
230020	08/06/2020	SERVICE FIRST CONTRACTORS	REPAIR @ AQUATIC CENTER POOL	100-60-620-53371-00000	307.01
230020	08/06/2020	SERVICE FIRST CONTRACTORS	REPAIR @ AQUATIC CENTER POOL	252-60-620-53371-00000	307.02
230020	08/06/2020	SERVICE FIRST CONTRACTORS	PURCHASE OF POOL & SPLASH PAD CHEMICALS	100-60-620-53100-00000	206.91
230020	08/06/2020	SERVICE FIRST CONTRACTORS	PURCHASE OF POOL & SPLASH PAD CHEMICALS	252-60-620-53100-00000	206.92
230021	08/06/2020	STANLEY CONVERGENT SECURITY SOLUTIONS	MAINTENANCE OF CITY HALL SECURITY SOFTWARE	100-60-620-53371-00000	3158.27
230021	08/06/2020	STANLEY CONVERGENT SECURITY SOLUTIONS	MAINTENANCE OF CITY HALL SECURITY SOFTWARE	252-60-620-53371-00000	3158.27
230022	08/06/2020	STAPLES BUSINESS CREDIT	MISC OFFICE SUPPLIES	100-60-610-53100-00000	127.01
230023	08/06/2020	THYSSENKRUPP ELEVATOR CORP	SERVICE FOR ARTS & REC CENTER ELEVATOR DOOR	100-60-620-53371-00000	1351.50
230024	08/06/2020	T-MOBILE	MOBILE USAGE BLDG & SAFETY & COMMUNITY ENHANCEMENT	100-40-450-53403-00000	179.11
230024	08/06/2020	T-MOBILE	MOBILE USAGE BLDG & SAFETY & COMMUNITY ENHANCEMENT	100-40-460-53403-00000	179.12
230025	08/06/2020	UNITED STATES POSTAL SERVICE	BULK MAILING OF BP NOW CITY NEWSLETTER	230-60-610-51100-11400	3200.00

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230026	08/06/2020	GENTRY BROTHERS, INC.	MAINE & PACIFIC AVE PHASE II BILLING 2	270-50-520-58100-15701	237881.90
230027	08/06/2020	GENTRY BROTHERS, INC.	MAINE & PACIFIC AVE PHASE II BILLING 2	245-50-520-58100-15701	19688.92
230027	08/06/2020	GENTRY BROTHERS, INC.	MAINE & PACIFIC AVE PHASE II BILLING 2	258-50-520-58100-15701	35256.91
230027	08/06/2020	GENTRY BROTHERS, INC.	MAINE & PACIFIC AVE PHASE II BILLING 2	270-50-520-58100-15701	145054.17
230028	08/11/2020	FOOD 4 LESS	FOOD /PRODUCE FOR CARES PROGRAM FOR WEEK#2	270-60-630-53100-17051	1834.25
230029	08/11/2020	MARIA MORENO	REIMBURSEMENT FOR PURCHASE OF DISINFECTING TABLETS	100-25-299-53370-17050	1223.29
230030	08/11/2020	TRIPLE B CORPORATION	FOOD/PRODUCE FOR THE CARES PROGRAM	270-60-630-53100-17051	-25.75
230030	08/11/2020	TRIPLE B CORPORATION	FOOD /PRODUCE FOR THE CARES PROGRAM FOR WEEK #1	270-60-630-53100-17051	2946.50
230031	08/13/2020	ANNAEMEE AGUILAR	REFUND OF FACILITY RESERVATION	100-60-000-45601-00000	827.50
230032	08/13/2020	BEST BUY BUSINESS ADVANTAGE ACCOUNT	WHIRLPOOL REFRIGERATOR FOR 2ND FLOOR	100-50-520-53100-15101	2615.56
230033	08/13/2020	HOME DEPOT	MATERIALS & SUPPLIES	100-25-299-53370-17050	109.48
230034	08/13/2020	HOME DEPOT	MISC SUPPLIES	254-50-570-53100-14885	-152.21
230034	08/13/2020	HOME DEPOT	MATERIALS & SUPPLIES	245-50-550-53100-15622	24.78
230034	08/13/2020	HOME DEPOT	SPECIALIZED SPRAY PAINTS	254-50-570-53100-14885	381.06
230034	08/13/2020	HOME DEPOT	MATERIALS & SUPPLIES	245-50-550-53100-15622	97.94
230034	08/13/2020	HOME DEPOT	SPECIALIZED SPRAY PAINTS	402-50-590-53100-00000	168.65
230034	08/13/2020	HOME DEPOT	MATERIALS & SUPPLIES	245-50-550-53100-15622	1127.76
230034	08/13/2020	HOME DEPOT	SPECIALIZED SPRAY PAINTS	254-50-570-53100-14885	351.55
230034	08/13/2020	HOME DEPOT	MATERIALS & SUPPLIES	245-50-550-53100-15622	35.01
230034	08/13/2020	HOME DEPOT	MATERIALS & SUPPLIES	245-50-550-53100-15622	573.28
230035	08/13/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-25-299-53370-17050	72.47
230035	08/13/2020	HOME DEPOT	MATERIALS & SUPPLIES	100-25-299-53370-17050	95.08
230035	08/13/2020	HOME DEPOT	MATERIALS AND SUPPLIES	100-25-299-53370-17050	55.43
230035	08/13/2020	HOME DEPOT	MATERIALS AND SUPPLIES	252-60-620-53100-00000	159.19
230035	08/13/2020	HOME DEPOT	MATERIALS & SUPPLIES	100-25-299-53370-17050	202.15
230035	08/13/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-00000	64.31
230035	08/13/2020	HOME DEPOT	MATERIALS AND SUPPLIES	100-60-620-53100-00000	103.57
230035	08/13/2020	HOME DEPOT	MATERIALS AND SUPPLIES	252-60-620-53100-00000	30.36
230035	08/13/2020	HOME DEPOT	MATERIALS AND SUPPLIES	100-60-620-53100-00000	31.63
230035	08/13/2020	HOME DEPOT	MATERIALS AND SUPPLIES	100-60-620-53100-00000	7.63
230035	08/13/2020	HOME DEPOT	MATERIALS AND SUPPLIES	100-60-620-53100-00000	46.72
230035	08/13/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-00000	108.05
230035	08/13/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-00000	194.91
230035	08/13/2020	HOME DEPOT	MATERIALS & SUPPLIES	100-25-299-53370-17050	8.73
230035	08/13/2020	HOME DEPOT	MATERIALS & SUPPLIES	100-25-299-53370-17050	3.80
230035	08/13/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-00000	63.06
230035	08/13/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-25-299-53370-17050	263.80
230035	08/13/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-00000	23.89
230035	08/13/2020	HOME DEPOT	MATERIALS & SUPPLIES	100-25-299-53370-17050	232.59
230035	08/13/2020	HOME DEPOT	MATERIALS & SUPPLIES	100-60-620-53100-00000	-9.30
230035	08/13/2020	HOME DEPOT	MATERIALS & SUPPLIES	252-60-620-53100-00000	-9.29
230035	08/13/2020	HOME DEPOT	MATERIALS & SUPPLIES	100-25-299-53370-17050	18.59
230035	08/13/2020	HOME DEPOT	MATERIALS & SUPPLIES	100-25-299-53370-17050	18.59
230035	08/13/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-00000	52.23
230035	08/13/2020	HOME DEPOT	MATERIALS & SUPPLIES	100-25-299-53370-17050	106.40
230035	08/13/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-00000	6.53
230035	08/13/2020	HOME DEPOT	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53371-00000	49.08
230037	08/13/2020	HONEYWELL INTERNATIONAL INC.	PAYMENT OF THE REPLACEMENT OF THE CYPRESS HUB	100-60-620-53371-00000	11151.93
230038	08/13/2020	HOUSING RIGHTS CENTER	FAIR HOUSING ASSISTANCE PROGRAM	901-40-410-51101-14310	630.00
230038	08/13/2020	HOUSING RIGHTS CENTER	FAIR HOUSING ASSISTANCE PROGRAM	901-40-410-51101-14310	689.00
230038	08/13/2020	HOUSING RIGHTS CENTER	FAIR HOUSING ASSISTANCE PROGRAM	901-40-410-51101-14310	698.00
230039	08/13/2020	L.A. COUNTY DEPT OF ANIMAL CARE & CONTROL	ANIMAL CONTROL SERVICES	100-30-390-51100-13250	15790.76
230039	08/13/2020	L.A. COUNTY DEPT OF ANIMAL CARE & CONTROL	VARIOUS IRRIGATION WORK TO SUPPLEMENT AND/	251-50-562-51100-00000	13056.35
230040	08/13/2020	MARIPOSA LANDSCAPES INC.	LEASE AND MAINTENANCE PAYMENTS FOR POSTAGE	401-10-141-58140-11503	1275.62
230041	08/13/2020	NEOPORT LEASING	CELL PHONE SERVICES 5/22-06/21/2020	100-25-299-53403-17050	2020.50
230042	08/13/2020	VERIZON WIRELESS	CELL PHONE SERVICES 5/22-06/21/2020	100-60-610-53403-00000	38.01
230042	08/13/2020	VERIZON WIRELESS	CELL PHONE SERVICES 5/22-06/21/2020	100-60-610-53403-00000	69.14
230042	08/13/2020	VERIZON WIRELESS	CELL PHONE SERVICES 5/22-06/21/2020	100-60-620-53403-00000	140.35
230042	08/13/2020	VERIZON WIRELESS	CELL PHONE SERVICES 5/22-06/21/2020	100-60-650-53403-00000	34.57

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
230042	08/13/2020	VERIZON WIRELESS	CELL PHONE SERVICES 5/22-06/21/2020	100-60-660-53403-00000	69.14
230042	08/13/2020	VERIZON WIRELESS	CELL PHONE SERVICES 5/22-06/21/2020	100-60-670-53403-15100	17.28
230042	08/13/2020	VERIZON WIRELESS	CELL PHONE SERVICES 5/22-06/21/2020	100-60-680-53403-00000	17.29
230042	08/13/2020	VERIZON WIRELESS	CELL PHONE SERVICES 5/22-06/21/2020	501-60-000-22337-00000	61.83
230042	08/13/2020	VERIZON WIRELESS	CELL PHONE SERVICES 5/22-06/21/2020	501-60-000-22329-00000	69.14
230043	08/13/2020	WAXIE SANITARY SUPPLY	TWO BIG BELLY CANS FOR MORGAN PARK	246-50-540-53100-17445	7401.43
230044	08/13/2020	BUSINESS CARD	MFA MONTHLY SERVICE	100-25-299-53370-17050	150.00
230044	08/13/2020	BUSINESS CARD	WEBINAR 100 MONTHLY	100-25-299-53370-17050	40.00
230044	08/13/2020	BUSINESS CARD	MFA MONTHLY SERVICE ADDITIONAL	100-25-299-53370-17050	1.70
230044	08/13/2020	BUSINESS CARD	POE INJECTOR ADAPTER	401-10-140-51101-00000	39.42
230044	08/13/2020	BUSINESS CARD	USG SOUND CARD	401-10-140-51101-00000	16.41
230044	08/13/2020	BUSINESS CARD	INTEREST CHARGE	401-10-140-51101-00000	1.00
230044	08/13/2020	BUSINESS CARD	CHP-170 MICRO CUTLER	401-10-140-51101-00000	14.18
230044	08/13/2020	BUSINESS CARD	WEB FORWARDING RENEWAL	401-10-140-51101-00000	29.98
230044	08/13/2020	BUSINESS CARD	SIEMENS 69902 OPTIPONT PHONE	401-10-140-51101-00000	77.54
230044	08/13/2020	BUSINESS CARD	CABLES, RJ11 PLUGS, 3 PRONG TELEPHONE PLUG	401-10-140-51101-00000	98.48
230044	08/13/2020	BUSINESS CARD	USB TYPE AUDIO TRANSMITTER	401-10-140-51101-00000	24.08
230044	08/13/2020	BUSINESS CARD	ICLOUD 50GB STORAGE PLAN	401-10-140-51101-00000	0.99
230045	08/13/2020	CARLOS VALLE	JANITORIAL SERVICES FOR CITY FACILITIES	100-60-620-53371-00000	5625.00
230045	08/13/2020	CARLOS VALLE	JANITORIAL SERVICES FOR CITY FACILITIES	252-60-620-53371-00000	1600.00
230046	08/13/2020	FRONTIER COMMUNICATIONS	TELEPHONE USAGE LOCAL CALLS	401-10-141-53403-11506	1467.33
230046	08/13/2020	FRONTIER COMMUNICATIONS	INTERNET SERVICE FOR FAMILY SERVICE CENTER	401-10-141-53403-11506	74.98
230047	08/13/2020	HOMER DEPOT	COVID-19 SUPPLIES FOR THE COMMUNITY CENTER	100-25-299-53370-17050	198.00
230047	08/13/2020	HOMER DEPOT	COVID-19 SUPPLIES FOR THE COMMUNITY CENTER	100-25-299-53370-17050	187.04
230047	08/13/2020	HOMER DEPOT	COVID-19 SUPPLIES FOR THE COMMUNITY CENTER	100-25-299-53370-17050	24.97
230047	08/13/2020	HOMER DEPOT	COVID-19 SUPPLIES FOR THE COMMUNITY CENTER	100-25-299-53370-17050	47.97
230047	08/13/2020	HOMER DEPOT	COVID-19 SUPPLIES FOR THE COMMUNITY CENTER	100-25-299-53370-17050	136.98
230048	08/13/2020	JC'S PLUMBING & BACKFLOW SVC	COVID-19 SUPPLIES FOR THE COMMUNITY CENTER	100-25-299-53370-17050	136.98
230048	08/13/2020	JC'S PLUMBING & BACKFLOW SVC	COVID-19 SUPPLIES FOR THE COMMUNITY CENTER	100-25-299-53370-17050	218.74
230049	08/13/2020	LIEBERT CASSIDY WHITMORE	PAYMENT OF PLUMBING REPAIRS MADE	252-60-620-53371-00000	218.75
230050	08/13/2020	MONTY'S ELECTRIC, INC.	EMPLOYMENT RELATIONS CONSORTIUM	403-10-160-51100-00000	3570.00
230051	08/13/2020	NATALY TUCKER	INSTALL CHAIN LINK FENCE AROUND MORGAN AND BARNES	100-60-620-53371-00000	510.00
230052	08/13/2020	OFFICE DEPOT INC	REFUND OF FACILITY RESERVATION	501-60-000-22333-00000	500.00
230053	08/13/2020	PERSONNEL CONCEPTS	OFFICE SUPPLIES	100-10-150-53100-11100	107.20
230054	08/13/2020	QUADIENT LEASING USA INC	LABOR POSTERS	403-10-160-53100-00000	667.57
230055	08/13/2020	SAN GABRIEL VALLEY WATER	LEASE & MAINTENANCE FOR POSTAGE MACHINE	401-10-141-58140-11503	2020.50
230056	08/13/2020	SERVICE FIRST CONTRACTORS	WATER COST CITY PARKS	252-60-620-53402-00000	6660.33
230056	08/13/2020	SERVICE FIRST CONTRACTORS	CLEANING CHEMICALS FOR AQUATIC CENTER POOL	100-60-620-53100-00000	485.76
230057	08/13/2020	SO CAL SANITATION	CLEANING CHEMICALS FOR AQUATIC CENTER POOL	252-60-620-53100-00000	485.76
230058	08/13/2020	STANLEY CONVERGENT SECURITY SOLUTIONS	RENTAL OF PORTABEL RESTROOMS	270-60-610-53391-16163	1259.25
230058	08/13/2020	STANLEY CONVERGENT SECURITY SOLUTIONS	MATERIALS AND SUPPLIES	100-60-620-53371-00000	177.03
230059	08/13/2020	TERMINX INTERNATIONAL	MATERIALS AND SUPPLIES	252-60-620-53371-00000	177.03
230059	08/13/2020	TERMINX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	100-60-620-53371-00000	75.00
230059	08/13/2020	TERMINX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	100-60-620-53371-00000	45.00
230059	08/13/2020	TERMINX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	100-60-620-53371-00000	147.00
230059	08/13/2020	TERMINX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	100-60-620-53371-00000	62.50
230059	08/13/2020	TERMINX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	252-60-620-53371-00000	112.50
230059	08/13/2020	TERMINX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	252-60-620-53371-00000	59.00
230059	08/13/2020	TERMINX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	252-60-620-53371-00000	108.00
230059	08/13/2020	TERMINX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	252-60-620-53371-00000	50.00
230059	08/13/2020	TERMINX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES AND PARKS	252-60-620-53371-00000	85.00
230059	08/13/2020	TERMINX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES	100-60-620-53371-00000	77.00
230059	08/13/2020	TERMINX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES	252-60-620-53371-00000	8.00
230060	08/13/2020	THE GAS COMPANY	EXTERMINATOR SERVICES AT CITY FACILITIES	252-60-620-53371-00000	894.48
230061	08/13/2020	THE GAS COMPANY	GAS COST CITY BUILDINGS	252-60-620-53400-00000	37.32
230062	08/13/2020	THE SAUCE CREATIVE SERVICES CORP	GAS COST CITY PARKS	501-60-000-22328-16146	447.30
230063	08/13/2020	THYSSENKRUPP ELEVATOR CORP	VIRTUAL 5K BILLBOARD AND BUS SHELTERS	100-60-620-53371-00000	515.00
230064	08/13/2020	TRI-SIGNAL INC.	PAYMENT OF ELEVATOR MAINTENANCE AT CITY HALL	100-60-620-53371-00000	1410.00
230065	08/13/2020	USA ALARM SYSTEMS, INC.	PAYMENT OF MAINTENANCE AND INSPECTION FO BUILDING	100-60-620-53371-00000	973.34
			FIRE ALARM SYSTEM, MONITORING SERVICES	100-60-620-58140-00000	

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230065	08/13/2020	USA ALARM SYSTEMS, INC.	FIRE ALARM SYSTEM MONITORING SERVICES	100-60-620-58140-15100	245.00
230065	08/13/2020	USA ALARM SYSTEMS, INC.	FIRE ALARM SYSTEM MONITORING SERVICES	252-60-620-58140-00000	973.33
230066	08/13/2020	VERMONT SYSTEMS INC	REC TRAC SYSTEM WEBINAR	501-60-000-22328-00000	250.00
230067	08/13/2020	WAXIE SANITARY SUPPLY	MATERIALS AND SUPPLIES FOR BUILDING MAINTENANCE	100-60-620-53100-00000	1185.46
230067	08/13/2020	WAXIE SANITARY SUPPLY	MATERIALS AND SUPPLIES	252-60-620-53100-00000	1185.46
230067	08/13/2020	WAXIE SANITARY SUPPLY	MATERIALS AND SUPPLIES	100-60-620-53100-00000	890.18
230067	08/13/2020	WAXIE SANITARY SUPPLY	MATERIALS AND SUPPLIES	252-60-620-53100-00000	406.04
230067	08/13/2020	WAXIE SANITARY SUPPLY	SANITIZING SUPPLIES	100-25-299-53370-17050	155.18
230067	08/13/2020	WAXIE SANITARY SUPPLY	SANITIZING SUPPLIES	100-25-299-53370-17050	335.46
230067	08/13/2020	WAXIE SANITARY SUPPLY	MATERIALS AND SUPPLIES	252-60-620-53100-00000	484.14
230068	08/13/2020	ANA VALDIVIA	DEDUCTION	100-00-000-21225-00000	346.15
230069	08/13/2020	LYNDA C SALAS	DEDUCTION	100-00-000-21225-00000	450.00
230070	08/13/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	92.30
230071	08/13/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	309.69
230072	08/13/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	268.61
230073	08/13/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	1312.15
230074	08/13/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	131.53
230075	08/13/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	374.76
230076	08/13/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	523.38
230077	08/13/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	617.08
230078	08/13/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	382.15
230079	08/13/2020	CALIF DEPT OF CONSERVATION	STRONG MOTION INSTRUMENTATION APR-JUNE 2020	100-00-000-20016-00000	152.04
230079	08/13/2020	CALIF DEPT OF CONSERVATION	STRONG MOTION INSTRUMENTATION APR-JUNE 2020	100-00-000-20017-00000	475.92
230079	08/13/2020	CALIF DEPT OF CONSERVATION	STRONG MOTION INSTRUMENTATION JAN-MAR 2020	100-00-000-20016-00000	261.52
230079	08/13/2020	CALIF DEPT OF CONSERVATION	STRONG MOTION INSTRUMENTATION JAN-MAR 2020	100-00-000-20017-00000	95.67
230080	08/13/2020	CALIFORNIA BUILDING STANDARDS COMMISSION	BLDG STANDARDS ADMIN JAN-MAR 2020	100-40-000-43405-00000	257.40
230081	08/13/2020	DAVID EVANS AND ASSOCIATES INC	PROFESSIONAL LANDSCAPE AND IRRIGATION	100-40-000-22330-14133	1767.00
230082	08/13/2020	ENVIRONMENTAL SCIENCE ASSOCIATES	PROFESSIONAL SERVICES FOR JUNE 2020	501-40-000-22338-14130	957.30
230083	08/13/2020	F.S.O.C. LLC	TACTICAL VEST PACKAGES FOR SWAT TEAM	205-30-340-53390-13023	2499.24
230083	08/13/2020	F.S.O.C. LLC	TACTICAL VEST PACKAGES FOR SWAT TEAM	205-30-340-53390-13023	2499.24
230083	08/13/2020	F.S.O.C. LLC	TACTICAL VEST PACKAGES FOR SWAT TEAM	205-30-340-53390-13023	2499.24
230083	08/13/2020	F.S.O.C. LLC	TACTICAL VEST PACKAGES FOR SWAT TEAM	205-30-340-53390-13023	2499.24
230083	08/13/2020	F.S.O.C. LLC	TACTICAL VEST PACKAGES FOR SWAT TEAM	205-30-340-53390-13023	2499.24
230083	08/13/2020	F.S.O.C. LLC	TACTICAL VEST PACKAGES FOR SWAT TEAM	205-30-340-53390-13023	2499.24
230083	08/13/2020	F.S.O.C. LLC	TACTICAL VEST PACKAGES FOR SWAT TEAM	205-30-340-53390-13023	2499.24
230083	08/13/2020	F.S.O.C. LLC	TACTICAL VEST PACKAGES FOR SWAT TEAM	205-30-340-53390-13023	2499.24
230083	08/13/2020	F.S.O.C. LLC	TACTICAL VEST PACKAGES FOR SWAT TEAM	205-30-340-53390-13023	2499.24
230084	08/13/2020	HOME DEPOT	SUPPLIES AND MATERIALS	905-40-410-53100-14305	269.78
230085	08/13/2020	HOME DEPOT	MATERIALS AND SUPPLIES	905-40-410-53100-14305	70.36
230086	08/13/2020	JC'S PLUMBING & BACKFLOW SVC	PARTS & LABOR FOR REPAIRS	905-40-410-53371-14621	125.00
230087	08/13/2020	JC'S PLUMBING & BACKFLOW SVC	PARTS & LABOR FOR REPAIRS	905-40-410-53371-14621	98.00
230087	08/13/2020	AT&T	FRAME RELAY FOR MOBILE DATA COMPUTERS	100-30-340-53403-00000	1398.50
230087	08/13/2020	AT&T	FRAME RELY FOR MOBILE DATA COMPUTERS	100-30-310-53403-00000	1398.50
230088	08/13/2020	GROSSMAN PSYCHOLOGICAL ASSOCIATES, APC	PSYCHOLOGICAL EVALUATIONS FOR P.DEPT	100-30-360-51100-00000	975.00
230089	08/13/2020	PETTY CASH	Y.RAMOS	100-20-210-53100-00000	7.66
230089	08/13/2020	PETTY CASH	S.RIVERA	100-20-210-53200-00000	35.00
230089	08/13/2020	PETTY CASH	Y.RAMOS	100-20-210-53340-00000	25.87
230089	08/13/2020	PETTY CASH	J.MARTINEZ	100-25-299-53370-17050	11.78
230089	08/13/2020	PETTY CASH	C.HOFFORD	100-30-310-53350-00000	18.00
230089	08/13/2020	PETTY CASH	FRANK REAL	100-30-340-53100-00000	43.96
230089	08/13/2020	PETTY CASH	C.ESPINOZA	100-30-340-53100-00000	55.13
230089	08/13/2020	PETTY CASH	CYNTHIA ESPINOZA	100-30-340-53100-00000	41.14
230089	08/13/2020	PETTY CASH	C.ESPINOZA	100-30-340-53100-00000	10.00
230089	08/13/2020	PETTY CASH	THOMAS LEON	100-30-360-53100-00000	40.00
230089	08/13/2020	PETTY CASH	B.MARTINEZ	100-40-400-53350-00000	13.25
230089	08/13/2020	PETTY CASH	V.VIRAMONTES	100-40-405-53350-00000	10.50
230089	08/13/2020	PETTY CASH	MELISSA CHIPRES	100-40-440-53200-00000	45.40

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230089	08/13/2020	PETTY CASH	R.GARCIA	100-40-440-53350-00000	10.50
230089	08/13/2020	PETTY CASH	S.GAGE	100-40-450-53100-00000	25.11
230089	08/13/2020	PETTY CASH	SEAN GAGE	100-40-450-53100-00000	10.92
230089	08/13/2020	PETTY CASH	J.MARTINEZ	100-40-460-53100-00000	18.00
230089	08/13/2020	PETTY CASH	JOSE MARTINEZ	100-40-460-53100-00000	31.50
230089	08/13/2020	PETTY CASH	C.AVERELL	220-40-420-53100-14700	35.00
230089	08/13/2020	PETTY CASH	M.BRAVO	220-40-420-53100-14700	17.00
230089	08/13/2020	PETTY CASH	Y.VIRAMONTES	240-50-510-53100-00000	11.00
230089	08/13/2020	PETTY CASH	D.LOPEZ	240-50-510-53100-00000	3.85
230089	08/13/2020	PETTY CASH	STEVE COUCHMAN	240-50-551-53200-15705	22.63
230089	08/13/2020	PETTY CASH	T.ESPANTO	271-30-350-53100-17224	60.97
230090	08/13/2020	VERIZON WIRELESS	DEPT CELL PHONE USAGE	100-30-340-53403-00000	1439.49
230090	08/13/2020	VERIZON WIRELESS	WIRELESS SERVICE FOR CAPTAINS, LEUTENANTS,	206-30-310-53403-00000	59.79
230090	08/13/2020	VERIZON WIRELESS	DEPT CELL PHONE USAGE	100-30-310-53403-00000	2283.90
230090	08/13/2020	VERIZON WIRELESS	WIRELESS SERVICE FOR CAPTAINS, LEUTENANTS,	206-30-310-53403-00000	406.47
230091	08/17/2020	CALIFORNIA CONSULTING, INC.	GRANT WRITING SERVICES	234-60-610-51100-00000	3527.36
230092	08/17/2020	CHICAS ESCOBAR	BUSINESS CARDS FOR COUNCILMEMBER JEAN M AYALA	100-10-100-53100-00000	147.83
230093	08/17/2020	FOOD 4 LESS	PURCHASE OF APPLE JUICE FOR CARES PROGRAM	270-60-630-53100-17051	325.00
230094	08/17/2020	TRIPLE B CORPORATION	FOOD ITEMS PURCHASED FOR THE SENIOR MEAL PROGRAM	270-60-630-53100-17051	2693.25
230095	08/17/2020	FOOD 4 LESS	PURCHASE FOOD FOR THE "CARES PROGRAM"	270-60-630-53100-17051	1529.25
230096	08/17/2020	WALMART 3522	PURCHASE FOOD FOR "CARES PROGRAM"	270-60-630-53100-17051	1094.72
230097	08/19/2020	U.S. POSTAL SERVICE	POSTAGE FOR THE BPROUD MASS MAILER # 1	200-40-400-53100-15756	4442.92
230098	08/20/2020	ALL STATE POLICE EQUIPMENT	POLICE EQUIPMENT FOR OFFICERS FOR CITY PROTEST	100-30-340-53100-00000	941.70
230098	08/20/2020	ALL STATE POLICE EQUIPMENT	POLICE EQUIPMENT FOR OFFICERS FOR CITY PROTEST	100-30-340-53100-00000	941.70
230098	08/20/2020	ALL STATE POLICE EQUIPMENT	POLICE EQUIPMENT FOR OFFICERS FOR CITY PROTEST	100-30-340-53100-00000	941.70
230098	08/20/2020	ALL STATE POLICE EQUIPMENT	POLICE EQUIPMENT FOR OFFICERS PALOMARES	100-30-340-53100-00000	941.70
230098	08/20/2020	ALL STATE POLICE EQUIPMENT	POLICE EQUIPMENT FOR OFFICERS TRINIDAD	100-30-340-53100-00000	941.70
230098	08/20/2020	ALL STATE POLICE EQUIPMENT	POLICE EQUIPMENT FOR OFFICER CHOI	100-30-340-53100-00000	941.70
230098	08/20/2020	ALL STATE POLICE EQUIPMENT	POLICE EQUIPMENT FOR OFFICER HONEYCUTT	100-30-340-53100-00000	941.70
230098	08/20/2020	ALL STATE POLICE EQUIPMENT	POLICE EQUIPMENT FOR OFFICER LOPEZ	100-30-340-53100-00000	897.35
230098	08/20/2020	ALL STATE POLICE EQUIPMENT	POLICE EQUIPMENT FOR OFFICERS FOR CITY PROTEST	100-30-340-53100-00000	1199.03
230098	08/20/2020	ALL STATE POLICE EQUIPMENT	POLICE EQUIPMENT FOR OFFICERS FOR CITY PROTEST	100-30-340-53100-00000	78.29
230098	08/20/2020	ALL STATE POLICE EQUIPMENT	POLICE EQUIPMENT FOR OFFICERS FOR CITY PROTEST	100-30-340-53100-00000	121.00
230098	08/20/2020	ALL STATE POLICE EQUIPMENT	POLICE EQUIPMENT FOR OFFICERS FOR CITY PROTEST	100-30-340-53100-00000	941.70
230098	08/20/2020	ALL STATE POLICE EQUIPMENT	POLICE EQUIPMENT FOR OFFICERS FOR CITY PROTEST	100-30-340-53100-00000	941.70
230098	08/20/2020	ALL STATE POLICE EQUIPMENT	POLICE EQUIPMENT FOR OFFICER PARRA	100-30-340-53100-00000	750.00
230099	08/20/2020	ARROYO BACKGROUND INVESTIGATIONS,LLC	BACKGROUND INVESTIGATION	100-30-360-51100-00000	36.48
230100	08/20/2020	AT&T MOBILITY	SERVICE FOR MOBILE DATA COMPUTERS IN PATROL	100-30-310-53403-00000	830.43
230100	08/20/2020	AT&T MOBILITY	MOBILE DATA COMPUTERS 6/7-07/06/20	251-50-520-58110-15087	4083.33
230101	08/20/2020	BIG TEX TRAILER WORLD INC	REPLACEMENT OF MOVING TRAILER USED	100-30-310-53403-00000	4859.04
230102	08/20/2020	BLACK & WHITE EMERGENCY	INSTALLATION OF EMERGENCY VEHICLE	100-30-310-53371-00000	14878.86
230103	08/20/2020	CAR QUEST	REPLACEMENT EQUIPMENT FOR MECHANIC SHOP	100-30-340-51100-00000	18847.50
230104	08/20/2020	CITY OF EL MONTE	HELICOPTER OPERATIONAL COST	100-30-360-51100-00000	500.00
230105	08/20/2020	CITY OF WEST COVINA	FORENSIC SERVICES APR-JUNE 2020	100-30-360-51100-00000	400.00
230106	08/20/2020	CYNTHIA SAENZ	POLYGRAPH FOR POLICE APPLICANTS	100-60-620-53371-00000	350.00
230107	08/20/2020	DEPT OF INDUSTRIAL RELATIONS	ELEVATOR INSPECTION & PERMIT FEES	100-60-620-53371-00000	225.00
230107	08/20/2020	DEPT OF INDUSTRIAL RELATIONS	ELEVATOR INSPECTION & PERMIT FEES	245-60-620-53371-15882	225.00
230107	08/20/2020	DEPT OF INDUSTRIAL RELATIONS	ELEVATOR INSPECTION & PERMIT FEES	245-60-620-53371-15882	225.00
230107	08/20/2020	DEPT OF INDUSTRIAL RELATIONS	ELEVATOR INSPECTION & PERMIT FEES	245-60-620-53371-15882	225.00
230107	08/20/2020	DEPT OF INDUSTRIAL RELATIONS	ELEVATOR INSPECTION & PERMIT FEES	100-60-620-53371-00000	100.00
230107	08/20/2020	DEPT OF INDUSTRIAL RELATIONS	ELEVATOR INSPECTION & PERMIT FEES	245-60-620-53371-15882	25.00
230108	08/20/2020	DIVISION OF THE STATE ARCHITECT	DISABILITY ACCESS AND EDUCATION SB1186	100-20-000-40231-00000	390.80
230108	08/20/2020	DIVISION OF THE STATE ARCHITECT	DISABILITY ACCESS AND EDUCATION SB1186	100-20-000-40231-00000	320.40
230109	08/20/2020	DOMINGO MARROQUIN	REFUND OF SECURITY DEPOSIT	246-00-000-22540-00000	905.00
230110	08/20/2020	DOOLEY ENTERPRISES, INC.	AMMUNITION FOR POLICE OFFICERS	100-30-340-53100-00000	8125.43
230110	08/20/2020	DOOLEY ENTERPRISES, INC.	AMMUNITION FOR POLICE OFFICERS	100-30-340-53100-00000	7996.67

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
DFT0004110	07/30/2020	MASSMUTUAL	DEFERRED COMP LOAN REPAYMENT	100-00-000-21231-00000	387.24
DFT0004111	07/30/2020	MASSMUTUAL	DEFERRED COMP LOAN REPAYMENT	100-00-000-21231-00000	139.40
DFT0004112	07/30/2020	INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX PAYMENT	100-00-000-21203-00000	61372.60
DFT0004113	07/30/2020	INTERNAL REVENUE SERVICE	SOCIAL SECURITY PAYMENT	100-00-000-21200-00000	1403.88
DFT0004114	07/30/2020	INTERNAL REVENUE SERVICE	MEDICARE PAYMENT	100-00-000-21201-00000	16791.50
DFT0004115	07/30/2020	STATE OF CALIFORNIA EMPLOYMENT	STATE INCOME TAX PAYMENT	100-00-000-21202-00000	24125.45
DFT0004126	08/24/2020	PERS-RETIREMENT	PERS SURVIVOR RETIREMENT	100-00-000-21207-00000	176.70
DFT0004126	08/24/2020	PERS-RETIREMENT	PERS ADDITIONAL RETIREE SVC CR	100-00-000-21206-00000	148.67
DFT0004126	08/24/2020	PERS-RETIREMENT	PERS REDEPOSIT	100-00-000-21206-00000	115.73
DFT0004126	08/24/2020	PERS-RETIREMENT	PERS SWORN- 344	100-00-000-21206-00000	11504.40
DFT0004126	08/24/2020	PERS-RETIREMENT	PERS MISC 350	100-00-000-21206-00000	16951.39
DFT0004126	08/24/2020	PERS-RETIREMENT	PERS SWORN 351	100-00-000-21206-00000	16064.69
DFT0004126	08/24/2020	PERS-RETIREMENT	PERS MISC 352	100-00-000-21206-00000	4951.89
DFT0004126	08/24/2020	PERS-RETIREMENT	PERS SWORN CITY PAID - PEPRA	100-00-000-21256-00000	11543.29
DFT0004126	08/24/2020	PERS-RETIREMENT	PERS SWORN ER REG PAY	100-00-000-21256-00000	42257.75
DFT0004126	08/24/2020	PERS-RETIREMENT	PT PERS MISC CITY PAID	100-00-000-21256-00000	428.74
DFT0004126	08/24/2020	PERS-RETIREMENT	PERS MISC CITY PAID	100-00-000-21256-00000	23462.18
DFT0004127	08/10/2020	PERS-RETIREMENT	PERS SURVIVOR RETIREMENT	100-00-000-21207-00000	8926.67
DFT0004127	08/10/2020	PERS-RETIREMENT	PERS ADDITIONAL RETIREE SVC CR	100-00-000-21206-00000	179.77
DFT0004127	08/10/2020	PERS-RETIREMENT	PERS REDEPOSIT	100-00-000-21206-00000	148.67
DFT0004127	08/10/2020	PERS-RETIREMENT	PERS SWORN- 344	100-00-000-21206-00000	115.73
DFT0004127	08/10/2020	PERS-RETIREMENT	PERS MISC 350	100-00-000-21206-00000	12800.00
DFT0004127	08/10/2020	PERS-RETIREMENT	PERS SWORN 351	100-00-000-21206-00000	17233.73
DFT0004127	08/10/2020	PERS-RETIREMENT	PERS MISC 352	100-00-000-21206-00000	17517.09
DFT0004127	08/10/2020	PERS-RETIREMENT	PERS SWORN CITY PAID - PEPRA	100-00-000-21206-00000	4811.49
DFT0004127	08/10/2020	PERS-RETIREMENT	PERS SWORN ER REG PAY	100-00-000-21256-00000	12843.33
DFT0004127	08/10/2020	PERS-RETIREMENT	PT PERS MISC CITY PAID	100-00-000-21256-00000	46037.93
DFT0004127	08/10/2020	PERS-RETIREMENT	PERS MISC CITY PAID	100-00-000-21256-00000	453.95
DFT0004127	08/10/2020	PERS-RETIREMENT	PERS MISC CITY PAID - PEPRA	100-00-000-21256-00000	23834.93
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	PERS SELECT HEALTH INSURANCE	100-00-000-21256-00000	8679.83
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD HEALTH INSURANCE	100-00-000-21210-00000	435.74
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	ANTHEM SELECT HEALTH INSURANCE	100-00-000-21210-00000	9564.64
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	ANTHEM TRADITIONAL HEALTH INSURANCE	100-00-000-21210-00000	1445.78
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	KAISER HEALTH INSURANCE	100-00-000-21210-00000	451.32
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SALUD Y MAS HEALTH INSURANCE	100-00-000-21210-00000	33322.00
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SMART CARE HEALTH INSURANCE	100-00-000-21210-00000	1176.96
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD TRIO	100-00-000-21210-00000	1539.79
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	PERS CHOICE HEALTH INSURANCE	100-00-000-21210-00000	312.47
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	PORAC - POLICE ONLY HEALTH INSURANCE	100-00-000-21210-00000	2912.20
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	UNITED HEALTH CARE HEALTH INSURANCE	100-00-000-21210-00000	349.50
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	PERS SELECT HEALTH INSURANCE	100-00-000-21210-00000	937.12
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	RETRO HEALTH INSURANCE PREMIUM	100-00-000-21210-00000	1786.53
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD HEALTH INSURANCE	100-00-000-21210-00000	162.10
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	KAISER HEALTH INSURANCE	100-00-000-21210-00000	715.95
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SALUD Y MAS HEALTH INSURANCE	100-00-000-21210-00000	1006.59
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SMART CARE HEALTH INSURANCE	100-00-000-21210-00000	9230.77
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	ANTHEM SELECT	100-00-000-21210-00000	1222.51
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	PERS CHOICE HEALTH INSURANCE	100-00-000-21210-00000	600.00
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	UNITED HEALTHCARE HEALTH INSURANCE	100-00-000-21210-00000	355.15
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD HEALTH INSURANCE	100-00-000-21210-00000	600.00
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	ANTHEM SELECT HEALTH INSURANCE	100-00-000-21210-00000	9564.64
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	ANTHEM TRADITIONAL HEALTH INSURANCE	100-00-000-21210-00000	1445.78
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	KAISER HEALTH INSURANCE	100-00-000-21210-00000	451.32
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SALUD Y MAS HEALTH INSURANCE	100-00-000-21210-00000	31543.51
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SMART CARE HEALTH INSURANCE	100-00-000-21210-00000	1176.96
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD TRIO	100-00-000-21210-00000	1539.79
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	PERS CHOICE HEALTH INSURANCE	100-00-000-21210-00000	312.47
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'			1988.82

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	PORAC - POLICE ONLY HEALTH INSURANCE	100-00-000-21210-00000	349.50
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	UNITED HEALTH CARE HEALTH INSURANCE	100-00-000-21210-00000	997.12
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	PERS SELECT HEALTH INSURANCE	100-00-000-21210-00000	1786.55
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	RETRO HEALTH INSURANCE PREMIUM	100-00-000-21210-00000	162.10
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD HEALTH INSURANCE	100-00-000-21210-00000	199.32
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	KAISER HEALTH INSURANCE	100-00-000-21210-00000	1006.59
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SALUD Y MAS HEALTH INSURANCE	100-00-000-21210-00000	9230.77
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SMART CARE HEALTH INSURANCE	100-00-000-21210-00000	1222.51
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	ANTHEM SELECT	100-00-000-21210-00000	600.00
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	PERS CHOICE HEALTH INSURANCE	100-00-000-21210-00000	355.15
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	UNITED HEALTHCARE HEALTH INSURANCE	100-00-000-21210-00000	600.00
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	RETIRED PREMIUM	100-25-299-50223-00000	76518.30
DFT0004128	08/07/2020	CALIFORNIA PUBLIC EMPLOYEES'	ACTIVE & RETIRED ADMIN FEE	100-25-299-50220-00000	552.25
DFT0004130	08/12/2020	MASSMUTUAL	MASS MUTUAL	100-00-000-21213-00000	500.00
DFT0004131	08/12/2020	MASSMUTUAL	MASS MUTUAL CITY PAID	100-00-000-21257-00000	3000.00
DFT0004132	08/12/2020	INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX PAYMENT	100-00-000-21203-00000	1838.54
DFT0004133	08/12/2020	INTERNAL REVENUE SERVICE	MEDICARE PAYMENT	100-00-000-21201-00000	526.22
DFT0004134	08/12/2020	STATE OF CALIFORNIA EMPLOYMENT	STATE INCOME TAX PAYMENT	100-00-000-21202-00000	473.12
DFT0004136	08/12/2020	MASSMUTUAL	MASS MUTUAL	100-00-000-21213-00000	31805.50
DFT0004137	08/12/2020	MASSMUTUAL	MASS MUTUAL RETIREMENT	100-00-000-21213-00000	2030.77
DFT0004138	08/12/2020	MASSMUTUAL	MASS MUTUAL	100-00-000-21213-00000	300.00
DFT0004139	08/12/2020	NATIONWIDE RETIREMENT PEHP	PEHP NATIONWIDE	100-00-000-21216-00000	1438.18
DFT0004140	08/12/2020	AMERICAN FIDELITY ASSURANCE COMPANY	FSA - AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21213-00000	863.52
DFT0004141	08/12/2020	MASSMUTUAL	DEFERRED COMP LOAN REPAYMENT	100-00-000-21231-00000	508.43
DFT0004142	08/12/2020	MASSMUTUAL	DEFERRED COMP LOAN REPAYMENT	100-00-000-21231-00000	387.24
DFT0004143	08/12/2020	MASSMUTUAL	DEFERRED COMP LOAN REPAYMENT	100-00-000-21231-00000	139.40
DFT0004144	08/12/2020	MASSMUTUAL	MASS MUTUAL CITY PAID	100-00-000-21257-00000	2500.00
DFT0004145	08/12/2020	MASSMUTUAL	MASS MUTUAL CITY PAID	100-00-000-21257-00000	1291.89
DFT0004146	08/12/2020	MASSMUTUAL	MASS MUTUAL CITY PAID	100-00-000-21257-00000	2250.00
DFT0004147	08/12/2020	MASSMUTUAL	MASS MUTUAL CITY PAID	100-00-000-21257-00000	2596.78
DFT0004148	08/12/2020	INTERNAL REVENUE SERVICE	FEDERAL INCOME TAX PAYMENT	100-00-000-21203-00000	68605.59
DFT0004149	08/12/2020	INTERNAL REVENUE SERVICE	SOCIAL SECURITY PAYMENT	100-00-000-21200-00000	19114.42
DFT0004150	08/12/2020	INTERNAL REVENUE SERVICE	MEDICARE PAYMENT	100-00-000-21201-00000	28487.28
DFT0004151	08/12/2020	STATE OF CALIFORNIA EMPLOYMENT	STATE INCOME TAX PAYMENT	100-00-000-21202-00000	13.18
Edison0720	07/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Public Building -3821 Bogart B	100-60-620-53401-00000	296.22
Edison0720	07/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Park Buildings Citywide	100-60-620-53401-00000	4271.56
Edison0720	07/31/2020	SOUTHERN CALIFORNIA EDISON	Public Building - 14403 Pacific - ARC	100-60-620-53401-00000	4340.34
Edison0720	07/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Public Building -3821 Bogart A	100-60-620-53401-00000	18356.65
Edison0720	07/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Public Buildings	240-50-551-53401-15705	28.19
Edison0720	07/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Puente/SB Freeway	245-50-530-53401-15535	113.51
Edison0720	07/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Park N' Ride	251-50-530-53401-00000	2888.48
Edison0720	07/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Traffic Lights Citywide	251-50-530-53401-00000	38518.13
Edison0720	07/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Street Lights -12990 Athol St	251-50-530-53401-00000	105.61
Edison0720	07/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Street Lights 13911 1/2 LA St	251-50-530-53401-00000	48.20
Edison0720	07/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Traffic Lights - 14204 Ohio St	251-50-530-53401-00000	59.21
Edison0720	07/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Traffic Lights -14104 LA St	251-50-530-53401-00000	57.45
Edison0720	07/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Street Lights - 14352 1/2 Ohio St	251-50-530-53401-00000	52.23
Edison0720	07/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Street Lights 14006 1/2 LA St	251-50-530-53401-00000	49.02
Edison0720	07/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Street Lights - 13543 1/2 LA St	251-50-530-53401-00000	48.28
Edison0720	07/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Sprinkler - 12670 Ramona Blvd	251-50-530-53401-00000	253.48
Edison0720	07/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Street Lights -3035 1/2 BP Blvd	251-50-530-53401-00000	22.72
Edison0720	07/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Sprinkler - 13928 1/4 Ramona	251-50-530-53401-00000	13.24
Edison0720	07/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Traffic Lights - 13307 LA St	251-50-530-53401-00000	71.19
Edison0720	07/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Sprinklers Citywide	251-50-560-53401-00000	368.71
Edison0720	07/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Park Building - 4100 BP Blvd	252-60-620-53401-00000	9945.12
Edison0720	07/31/2020	SOUTHERN CALIFORNIA EDISON	Electricity - Housing McNeil Manor	905-40-410-53401-14305	177.36

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
				Grand Total:	\$ 3,562,883.43

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Rose Tam, Director of Finance
DATE: September 2, 2020
SUBJECT: Treasurer's Report – June 2020

SUMMARY

Attached is the Treasurer's Report for the month of June 2020. The Treasurer's Report lists all cash for the City which includes the Baldwin Park Financing Authority, the Housing Authority, and the Successor Agency to the Community Development Commission (CDC). All investments are in compliance with the City's Investment Policy and the California Government Code.

RECOMMENDATION

Staff recommends that Council receive and file the Treasurer's Report for June 2020.

FISCAL IMPACT

None

BACKGROUND

City of Baldwin Park Investment Policy requires the Treasurer's Report be submitted to the Mayor and City Council on a monthly basis.

LEGAL REVIEW

Not Applicable

ATTACHMENT

1. Exhibit "A", Treasurer's Report

CITY OF BALDWIN PARK
TREASURER'S REPORT
6/30/2020

INVESTMENT DESCRIPTION	INTEREST RATE	PURCHASE DATE	MATURITY DATE	PAR VALUE	CURRENT PRINCIPAL	BOOK VALUE	ESTIMATED MARKET VALUE
<u>State of California Local Agency Investment Fund (LAIF)</u>							
City-Including General Fund & all other Special Revenue Funds	1.22%	Varies	Varies	\$ 32,330,488.92	\$ 32,330,488.92	\$ 32,330,488.92	\$ 32,330,488.92
Housing Authority	1.22%	Varies	Varies	13,976.67	13,976.67	13,976.67	13,976.67
				32,344,465.59	32,344,465.59	32,344,465.59	32,344,465.59
<u>Certificate of Deposit</u>							
Citibank National Association (Mutual Securities)	2.65%	1/25/2019	1/25/2021	250,000.00	250,000.00	250,000.00	253,587.50
Barclays Bank Del (Cantella)	3.05%	12/19/2018	12/21/2020	250,000.00	250,000.00	250,000.00	253,532.50
				500,000.00	500,000.00	500,000.00	507,120.00
Fiscal Agent Funds (Trust/Debt Service Fund)	Varies	Varies	Varies	6,739,828.22	6,739,828.22	6,739,828.22	6,739,828.22
Fiscal Agent Funds - Successor Agency (Trust/Debt Service Fund)	Varies	Varies	Varies	488.95	488.95	488.95	488.95
				6,740,317.17	6,740,317.17	6,740,317.17	6,740,317.17
Total Investments						\$ 39,584,782.76	
<u>Cash with Bank of the West</u>							
City Checking						3,172,476.23	
Money Market Plus						133,557.40	
City Miscellaneous Cash						148,466.47	
Successor Agency						193,495.70	
Housing Authority						412,911.98	
Financing Authority						11,700.00	
Total Cash with Bank of the West						4,072,607.78	
Investment Brokerage Capita Reserves (Dividend Option Cash)						3,824.29	
Total Cash and Investments						\$ 43,661,214.83	

* In accordance with AB X126, the Community Development Commission is dissolved effective January 31, 2012.
The successor agency name is "The City of Baldwin Park as Successor Agency to the Community Development
Schedule of Cash and Investments includes city-wide assets as included in the Comprehensive Annual Financial Report.

* There was no investment maturity/purchase transactions made for the month of June 2020 and several deposits/withdrawals were made through the Local Agency Investment Fund.

In compliance with the California Government Code Section 53646 et seq., I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months that all investments are in compliance to the City's Statement of Investment Policy.

Approved by:


Rose Tam
Director of Finance

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Shannon Yauchzee, Chief Executive Officer
 Laura J. Thomas, Human Resources & Risk Manager
DATE: September 2, 2020
SUBJECT: Claim Rejection

SUMMARY

This report seeks City Council consideration and direction to reject the Claims for Damages to person or property received for filing against the City of Baldwin Park.

RECOMMENDATION

Staff recommends that the City Council reject the following claims and direct staff to send the appropriate notice of rejection to claimant(s):

Hemenway, Mike	Claim for damages related to various personnel related actions
Findley, Raymond	Claim for damages related to various personnel related actions
Kuberry, Chris	Claim for damages related to various personnel related actions
Gallegos, James	Claim for damages related to various personnel related actions
McLean, Steve	Claim for damages related to various personnel related actions
Doe, AA	Claim for damages related to various personnel related actions
Dominguez, Jacob	Claimant alleges bodily injury
Molina, Carlos	Claimant alleges bodily injury

These government claims, and all government claims, should be considered as potential lawsuits in the future. Thus, it is requested that all City Staff, the Mayor and all Councilmembers refrain from making any statements, whether public or private in nature. It is important that no statements be made so as to not prejudice this claim in any way which can happen if public or private comments are made about this claim by City staff or Councilmembers.

FISCAL IMPACT

Fiscal impact is unknown at this time.

BACKGROUND

In order for the statute of limitations to begin on the claims received, it is necessary for the City Council to reject the claims by order of motion and that the claimants are sent written notification of said action.

LEGAL REVIEW

This report has been reviewed and approved by the City Attorney as to legal form and content.

ALTERNATIVES

There are no other alternatives for the Council to consider since rejection of the claims is necessary for the Statute of Limitations to begin on the claims received.

ATTACHMENTS

None

STAFF REPORT



TO: Honorable Mayor and City Council members
FROM: Sam Gutierrez, Director of Public Works
DATE: September 2, 2020
SUBJECT: Authorize the Award of Bid for City Project Nos. CIP 20-24, 20-128, and 20-160, Collectively Known as the Baldwin Park Downtown Beautification Project Including First Mile Last Mile Connections to the Baldwin Park Transit Center

SUMMARY

This item will authorize the award of a construction contract for the Baldwin Park Downtown Beautification project including First Mile Last Mile Connections to the Baldwin Park Transit Center to PALP, Inc. DBA Excel Paving, in an amount of \$2,705,373.80. This project is listed in the current budget Fiscal Year 2020-21 Capital Improvement Program (CIP20-24, CIP20-128, CIP20-160). The project consists of pedestrian and bicycle safety improvements within the downtown specific area connecting to the Baldwin Park Transit Center. This includes the installation of 30 new decorative streetlight poles with pedestrian-level LED lighting fixtures, new decorative traffic signal infrastructure with LED safety lighting along Ramona Boulevard at Cesar Chaves Drive, Maine Avenue and Bogart Avenue. The Project will also include the installation of highly visible decorative crosswalks, new ADA compliant access ramp upgrades, installation of street site furniture such as benches, trash receptacles and bicycle racks, City entrance monument signs, and wayfinding signs at various locations.

RECOMMENDATION

It is Staff's recommendation that the City Council:

1. Approve and award the contract to PALP, Inc. DBA Excel Paving out of Long Beach, CA in the amount of \$2,705,373.80.
2. Authorize the Director of Finance to appropriate LLMD Fund #251 in the amount of \$55,816.80 and Prop C Fund #245 in the amount of \$175,000.00 from future Local Return allocations for a total amount of \$230,816.80; and
3. Authorize the Mayor and City Clerk to execute the contract for the Baldwin Park Downtown Beautification project including First Mile Last Mile Connections to the Baldwin Park Transit Center.

FISCAL IMPACT

There is no impact to the General Fund. The following table lists the funds available for CIP20-24, CIP20-128 and CIP20-160 projects which are listed in FY2020-21. Additional appropriations from LLMD and Prop A and Prop C will be necessary to meet budget as shown below:

Approved Funds		Amount
CIP 20-24 Downtown Improvements	Prop C – Fund #245-50-520-58100-14120	\$100,000.00
	LLMD – Acct #251-50-520-58100-14120	\$100,000.00
	Measure R – Acct # 254-50-520-58100-14120	\$280,485.00
	SB1 – Acct # 256-50-520-58100-14120	\$550,000.00
CIP 20-128 City Entrance Signs	SB1 – Acct # 256-50-520-58100-15076	\$310,452.00

CIP 20-160 First Mile/Last Mile	Prop C – Acct # 245-50-520-58100-15094	\$165,925.00
	Measure M – Acct # 255-50-520-58100-15094	\$166,000.00
	Grant Fund – Acct # 270-50-520-58100-15094	\$978,726.00
Requested Appropriations	LLMD – Acct # 251-50-520-58100-14120	\$55,816.80
	Prop C – Acct # 245-50-520-58100-14120	\$175,000.00
Total Funding		\$2,882,404.80

Estimated Construction Costs	Amount
Construction Contract	\$2,705,373.80
Construction Contingency (6.5%)	\$177,031.00
Total Construction Budget	\$2,882,404.80

BACKGROUND

The City's Active Transportation Program, First Mile Last Mile initiative and Complete Streets Policy have paved the way for the procurement of grant funding and development of various projects. While piecing together the annual Capital Improvements Program (CIP), Staff realized that a collection of grant-funded CIP projects were focused on enhancing the City's Downtown Area, (the "Focus Area") which concentrates on connectivity improvements with the objective of bringing multimodal support and access to the Baldwin Park Transit Center. The project area is seen as a key central point connecting destinations through both motorized and non-motorized travel and attractive, safe and efficient conditions for non-motorized travelers to be able to maneuver efficiently and effortlessly. These features can also serve as a catalyst to stimulate existing commercial centers within the City's downtown area so that it can be recognized as a community of a well-planned and aesthetically pleasing physical characteristics that act as the basis for developing streetscape beautification guidelines and branding for the City.

On November 6, 2019 the City Council provided Staff with direction necessary to move the Downtown Beautification Project from concept to design of plans and specifications. Over the past six months, staff has been working closely with the City's design firm and various vendors on completing the final plans and specifications for the project and preparing them for construction bids. As part of the project, existing streetlight and traffic signal infrastructure will be removed and replaced with new decorative infrastructure, existing crosswalks will be removed, and new decorative stamped asphalt crosswalks will be constructed. Pedestrian infrastructure will be greatly improved by providing safe and efficient non- motorized connections to and from public transit facilities and destinations within the Downtown Baldwin Park district. These pedestrian infrastructure changes will take place in and around the Baldwin Park Transit Center and Metrolink Station. Multimodal connections will be provided to key transit locations along Ramona Blvd., Pacific Ave., and the Metrolink right-of-way.

DISCUSSION

On June 17 the City Council accepted the final plans and specifications and authorized staff to publish a notice inviting construction bids. The proposed work is comprised of the installation of 30 new decorative streetlight poles with pedestrian-level LED lighting fixtures, new decorative traffic signal infrastructure with LED safety lighting along Ramona Boulevard at Cesar Chavez Drive, Maine Avenue and Bogart Avenue. The Project will also include the installation of highly visible decorative crosswalks, new ADA compliant access ramp upgrades, installation of street site furniture such as benches, trash receptacles and bicycle racks, City entry monument signs, and wayfinding signs at various locations.

On July 20, 2020 a total of three (3) bids were received and checked for errors, and all were determined to be valid. The following is a summary of the bids received:

No	Contractor	Location	Base Bid Amount	Alt Bid Amount
1	Palp, Inc. DBA Excel Paving	Long Beach, CA	\$2,715,695.10	\$483,906.00
2	Gentry Brothers, Inc.	Irwindale, CA	\$2,747,114.00	\$687,850.00
3	All American Asphalt	Corona, CA	\$2,915,278.00	\$729,605.50

The lowest responsive and responsible bid was from Palp, Inc. DBA Excel Paving of Long Beach, CA. The lowest bid, however, exceeded the budgeted amount for the project. A reduction of scope in the amount of \$495,707.30 was negotiated with the contractor to bring the project within budget. This was achieved by removing the three entry monument signs and thirteen wayfinding signs at various locations. These improvements will be included in future projects. If awarded, the project will be awarded for the negotiated amount of \$2,705,373.80.

Staff has checked and verified references and recommends that the City Council move forward with the award of contract for this project.

LEGAL REVIEW

None Required

ALTERNATIVES

1. The City Council may choose not to award a construction contract, reject all bids and re-bid the project. This action is not recommended as re-bidding the project will delay the work and may result in increased costs.
2. Provide Staff with alternate direction.

ENVIRONMENTAL REVIEW

The subject Downtown Beautification Project Along Ramona Boulevard from Baldwin Park Boulevard to Bogart Avenue is exempt from the California Environmental Quality Act (CEQA) pursuant to a Class 1 (Section 15201, Existing Facilities), subsection (c) exemption, which includes the repair, maintenance, and/or minor alteration of existing highways and streets, sidewalks, gutters, bicycle and pedestrian trails, and similar facilities (this includes road grading for the purpose of public safety) The key consideration for a Class 1 exemption is whether the project involves negligible or no expansion of an existing use.

ATTACHMENTS

1. Contract agreement with Palp, Inc. DBA Excel Paving

CONTRACT DOCUMENTS

CONTRACT SERVICE AGREEMENT FOR

PROJECT NO. CIP 20-24, CIP 20-128, CIP 20-160 – Baldwin Park Downtown Beautification Project

THIS CONTRACT SERVICES AGREEMENT (herein "Agreement"), is made and entered into this 2nd day of September, 2020 by and between the CITY OF BALDWIN PARK, a municipal corporation, (herein "City") and PALP, Inc. DBA Excel Paving (herein "Contractor"). The parties hereto agree as follows:

RECITALS

A. The City requires **asphalt concrete pavement, concrete curb extensions, curb and gutter, sidewalk, curb ramps, detectable warning surfaces, benches, adjusting utilities to finished grade, traffic control, construction survey and staking, bulb-outs/curb extensions, architectural paving stone, colored concrete, bench, bike rack, guard rails, decorative street light, decorative traffic signal pole, traffic signal equipment, traffic striping, signage, marking and curb painting**. Contractor has represented to the City that Contractor is qualified to perform said services and has submitted a proposal to the City for the same.

B. The City desires to have Contractor perform said services on the terms and conditions set forth herein.

NOW, THEREFORE, based on the foregoing Recitals and for good and valuable consideration, the receipt and sufficiency of which is acknowledged by both parties, City and Contractor hereby agree as follows:

1. SERVICES OF CONTRACTOR

1.1 **Scope of Services** – In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the Special and Technical Provisions, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials will be of good quality, fit for the purpose intended.

1.2 **Documents Included in Contract** – This contract consists of the Notice Inviting Bids and Instructions to Bidders, Bid Documents, Proposal Schedule, Bid Bond (Bidder's Guarantee), Designation of Sub-contractors, Statement of Non-collusion by Contractor, Certification of Principal, Supplemental Information, Specifications, Plans, this Contract Services Agreement, Faithful Performance Bond, Labor and Materials Bond, Warranty Bond, Guarantee, Tax Identification Form, Workers' Compensation Certification, and any and all schedules and

attachments to it which are incorporated as if fully set forth herein. In the event of an inconsistency, this Agreement shall govern.

1.3 Compliance with Law – All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered.

1.4 Licenses, Permits, Fees, and Assessments – 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 services required by this Agreement. 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 the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless City against any such fees, assessments, taxes penalties or interest levied, assessed or imposed against City hereunder. Contractor shall be responsible for all sub-contractors' compliance with this Section.

1.5 Familiarity with Work – By executing this Contract, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involve work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which will materially affect the performance of the services hereunder, Contractor shall immediately inform the City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.6 Care of Work – The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by City, except such losses or damages as may be caused by City's own negligence.

1.7 Further Responsibilities of Parties – Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other. Contractor shall require all sub-contractors to comply with the provisions of this agreement.

1.8 Additional Services – City shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in

the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written change order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and/or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Any increase in compensation of twenty-five percent (25%) or less of the Contract Sum, or in the time to perform of one hundred eighty (180) days or less may be approved by the Contract Officer. Any greater increases, taken either separately or cumulatively must be approved by the City Council. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

1.9 Special Requirements – Additional terms and conditions of this Agreement, if any, which are made a part hereof are set forth in the "Special Requirements" attached hereto as Exhibit "A through C" and incorporated herein by this reference. In the event of a conflict between the provisions of Exhibit "A through C" and any other provisions of this Agreement, the provisions of Exhibit "A through C" shall govern.

1.10 Prevailing Wages Laws – In accordance with Labor Code Section 1770 et seq., the director of the Department of Industrial Relations of the State of California has ascertained a general prevailing rate of wages, which is the minimum amount, which shall be paid to all workers employed to perform the work pursuant to this Agreement. A copy of the general prevailing wage rate determination is on file in the office of the City Clerk and is hereby incorporated in this Agreement. In accordance with the provisions of Labor Code Section 1810 et seq., eight (8) hours is the legal working day. Contractor must forfeit to the City Twenty Five Dollars (\$25.00) a day for each worker who works in excess of the minimum working hours when Contractor does not pay overtime. Contractor is required to post a copy of such wage rates at all times at the contract site. The statutory penalties for failure to pay prevailing wage or to comply with State wage and hour laws will be enforced. Contractor also shall comply with State law requirements to maintain payroll records and shall provide for certified records and inspection of records as required by California Labor Code Section 1770 et seq., including Section 1776. Contractor shall comply with all statutory requirements relating to the employment of apprentices.

2. COMPENSATION

2.1 Contract Sum – For the services rendered pursuant to this Agreement, the Contractor shall be compensated as specified herein, but not exceeding the maximum contract amount of Two Million Seven Hundred Five Thousand Three Hundred Seventy Three Dollars and Eighty Cents (\$2,705,373.80) (herein "Contract Sum"), except as provided in Section 1.8. The Contract Sum shall include the attendance of Contractor at all project meetings reasonably deemed necessary by the City; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.2 **Progress Payments** - Prior to the first day of the month, during the progress of the work, commencing on the day and month specified in the Agreement, Contractor shall submit to the Contract Officer a complete itemized statement of all labor and materials incorporated into the work during the preceding month and the portion of the contract sum applicable thereto. Upon approval in writing by the Contract Officer, payment shall be made in thirty (30) days. City shall pay Contractor a sum based upon ninety five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 7.3 of this Agreement for retention of funds.

3. **PERFORMANCE SCHEDULE**

3.1 **Time of Essence** – Time is of the essence in the performance of this Agreement.

3.2 **Schedule of Performance** – Contractor shall commence the services pursuant to this Agreement upon receipt of a written notice to proceed and shall perform all services within the time period(s) established in the "Schedule of Performance" attached hereto as **Exhibit "A"**, if any, and incorporated herein by this reference. When requested by the Contractor, the Contract Officer may approve extensions to the time period(s) specified in the Schedule of Performance in writing.

3.3 **Force Majeure** – The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the 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 the City, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes for the delay. The Contract Officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to this Agreement.

3.4 **Term** – Unless earlier terminated in accordance with Section 7.8 of this Agreement, this Agreement shall continue in full force and effect until final approval and acceptance of the project by the Contract Officer.

4. **COORDINATION OF WORK**

4.1 **Representative of Contractor** – The following principals of Contractor are hereby designated as being the principals and representatives of Contractor authorized to act in its

behalf with respect to the work specified herein and make all decisions in connection therewith:

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were a substantial inducement for City to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of City.

4.2 **Contract Officer** – The Contract Officer shall be such person as may be designated by the City Manager or City Engineer. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions, which must be made by City to the Contract Officer. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the City required hereunder to carry out the terms of this Agreement.

4.3 **Prohibition Against Assignment** – The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the City to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of City. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent of City.

4.4 **Independent Contractor** – Neither the City nor any of its employees shall have any control over the manner, mode or means by which Contractor, its sub-contractors, agents or employees, performs the services required herein, except as otherwise set forth herein. City shall have no voice in the selection, discharge, supervision or control of Contractor's employees, sub-contractors, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of City and shall remain at all times as to City a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at

any time or in any manner represent that it or any of its sub-contractors, agents or employees are agents or employees of City. City shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of any joint enterprise with Contractor.

4.5 Identity of Persons Performing Work – Contractor represents that it employs or will employ at its own expense all personnel required for the satisfactory performance of any and all tasks and services set forth herein. Contractor represents that the tasks and services required herein 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 State and local law to perform such tasks and services.

4.6 Utility Relocation – City is responsible for removal, relocation, or protection of existing main or trunk line utilities to the extent such utilities were not identified in the invitation for bids or specifications. City shall reimburse contractor for any costs incurred in locating, repairing damage not caused by contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

4.7 Trenches or Excavations – Pursuant to California Public Contract Code Section 7104, in the event the work included in this Agreement requires excavations more than four (4) feet in depth, the following shall apply.

- a) Contractor shall promptly, and before the following conditions are disturbed, notify City, in writing, of any: (1) material that Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site different from those indicated; or (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b) City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order per Section 1.8 of this Agreement.
- c) That, in the event that a dispute arises between City and Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in Contractor's cost of, or time required for, performance of any part of the work, Contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract. Contractor shall retain any and all rights provided either by contract or

by law, which pertain to the resolution of disputes and protests between the contracting parties.

5. **INSURANCE, INDEMNIFICATION AND BONDS**

5.1 **Insurance** – The Contractor shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, the following policies of insurance:

Coverage (Check if applicable)		Minimum Limits
(X)	Comprehensive General Liability Insurance (including premises and operations)	\$1,000,000 per occurrence combined single limit
()	Contractual Liability Insurance Products Liability Insurance	\$1,000,000 limit
(X)	Comprehensive Automobile Liability Insurance (includes owned, non-owned, and hired automobile hazard)	\$1,000,000 per occurrence combined single limit
()	Professional Liability Insurance (providing for a one-year discovery period)	\$1,000,000 limit
(X)	Workers' Compensation/Employers' Liability Insurance	Statutory \$1,000,000 per occurrence

CONDITIONS:

In accordance with Public Code Section 20170, the insurance of surety companies who provide or issue the policy shall have been admitted to do business in the State of California with a credit rating of "A" minus or better. This insurance shall not be canceled, limited in scope or coverage or non-renewed until after thirty (30) days prior written notice has been given to the City Engineer, City of Baldwin Park, 14403 East Pacific Avenue, Baldwin Park, California 91706.

Any insurance maintained by the City of Baldwin Park shall apply in excess of and not combined with insurance provided by this policy.

The City of Baldwin Park, its officers, employees, representatives, attorneys, and volunteers shall be named as additional named insureds.

Prior to commencement of any work under this contract, Contractor shall deliver to the City insurance endorsements confirming the existence of the insurance required by this contract, and including the applicable clauses referenced above. Such endorsements shall be signed by an authorized representative of the insurance company and shall include the signatory's

company affiliation and title. Should it be deemed necessary by the City, it shall be Contractor's responsibility to see that the City receives documentation, acceptable to the City, which sustains that the individual signing said endorsements, is indeed authorized to do so by the insurance company.

If the Contractor fails to maintain the aforementioned insurance, or secure and maintain the aforementioned endorsement, the City may obtain such insurance, and deduct and retain the amount of the premiums for such insurance from any sums due under the agreement. However, procuring of said insurance by the City is an alternative to other remedies the City may have, and is not the exclusive remedy for failure of Contractor to maintain said insurance or secure said endorsement. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which became due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.

Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its sub-contractor's performance of the work covered under this agreement.

Each contract between the Contractor and any sub-contractor shall require the sub-contractor to maintain the same policies of insurance that the Contractor is required to maintain pursuant to this Section 5.1.

5.2 Indemnification – Contractor shall indemnify the City, its officers, agents and employees against, and will hold and save them and each of them harmless from, any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities, (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising or alleged to arise out of or in connection with the negligent performance of the work, operations or activities of Contractor, its agents, employees, sub-contractors, or invitees, provided for herein, or arising or alleged to arise from the negligent acts or omissions of Contractor hereunder, or arising or alleged to arise from Contractor's negligent performance of or failure to perform any term, provision, covenant or condition of this Agreement, but excluding such claims or liabilities or portion of such claims or liabilities arising or alleged to arise from the negligence or willful misconduct of the City, its officers, agents or employees, and in connection therewith:

- a) Contractor will defend any action or actions filed in connection with any of said claims or liabilities and will pay all costs and expenses, including legal costs and attorneys' fees incurred in connection therewith;
- b) Contractor will promptly pay any judgment rendered against the City, its officers, agents or employees for any such claims or liabilities arising or alleged to arise out

of or in connection with Contractor's (or its agents', employees', sub-contractors', or invitees') negligent performance of or failure to perform such work, operations or activities hereunder; and Contractor agrees to save and hold the City, its officers, agents, and employees harmless therefrom;

- c) In the event the City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising or alleged to arise out of or in connection with the negligent performance of or failure to perform the work, operation or activities of Contractor hereunder, Contractor shall pay to the City, its officers, agents or employees, any and all costs and expenses incurred by the City, its officers, agents or employees in such action or proceeding, including but not limited to, legal costs and attorneys' fees for counsel acceptable to City.
- d) Contractor's duty to defend and indemnify as set out in this Section 5.2 shall include any claims, liabilities, obligations, losses, demands, actions, penalties, suits, costs, expenses or damages or injury to persons or property arising or alleged to arise from, in connection with, as a consequence of or pursuant to any state or federal law or regulation regarding hazardous substances, including but not limited to the Federal Insecticide, Fungicide and Rodenticide Act ("FIFRA"), Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), Resource Conservation and Recovery Act of 1976 ("RCRA"), the Hazardous and Solid Waste Amendments of 1984, the Hazardous Material Transportation Act, the Toxic Substances control Act, the Clean Air Act, the Clean Water Act, the California Hazardous Substance Account Act, the California Hazardous Waste Control Law or the Porter-Cologne Water Quality Control Act, as any of those statutes may be amended from time to time.

The Contractor's indemnification obligations pursuant to this Section 5.2 shall survive the termination of this Agreement. Contractor shall require the same indemnification from all sub-contractors.

5.3 Labor and Materials, Performance and Warranty Bonds – Concurrently with execution of this Agreement, Contractor shall deliver to City a labor and materials bond, a performance bond and a warranty bond, in the forms provided by the City Clerk, which secures the faithful performance of this Agreement. The bonds shall contain the original notarized signature of an authorized officer of the surety and affixed thereto shall be a certified and current copy of his power of attorney. The bonds shall be unconditional and remain in force during the entire term of the Agreement and shall be null and void only if the Contractor promptly and faithfully performs all terms and conditions of this Agreement.

5.4 Sufficiency of Insurer or Surety – Insurance or bonds required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal

Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the Risk Manager of the City due to unique circumstances. In the event the Risk Manager of City ("Risk Manager") determines that the work or services to be performed under this Agreement creates an increased risk of loss to the City, the Contractor agrees that the minimum limits of the insurance policies and the performance bond required by this Section 5 may be changed accordingly upon receipt of written notice from the Risk Manager; provided that the Contractor shall have the right to appeal a determination of increased coverage by the Risk Manager to the City Council of City within ten (10) days of receipt of notice from the Risk Manager.

5.5 Substitution of Securities – Pursuant to California Public Contract Code Section 22300, substitution of eligible equivalent securities for any moneys withheld to ensure performance under the contract for the work to be performed will be permitted at the request and expense of the successful bidder.

6. RECORDS AND REPORTS

6.1 Reports – Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the City is greatly concerned about the cost of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if Contractor becomes aware of any facts, circumstances, techniques, or events that may or will materially increase or decrease the cost of the work or services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimate for the project being designed.

6.2 Records – Contractor shall keep, and require sub-contractors to keep, such books and records (including but not limited to payroll records as required herein) as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of City, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of three (3) years following completion of the services hereunder, and the City shall have access to such records in the event any audit is required.

6.3 Ownership of Documents – All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, sub-contractors and agents in the performance of this Agreement shall be the property of City and shall be delivered to City upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by City of its full rights of ownership of the documents and materials hereunder.

Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All sub-contractors shall provide for assignment to City of any documents or materials prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify City for all damages resulting therefrom.

7. ENFORCEMENT OF AGREEMENT

7.1 California Law – This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Los Angeles, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action.

7.2 Disputes – In the event either party fails to perform its obligations hereunder, the nondefaulting party shall provide the defaulting party written notice of such default. The defaulting party shall have ten (10) days to cure the default; provided that, if the default is not reasonably susceptible to being cured within said ten (10) day period, the defaulting party shall have a reasonable time to cure the default, not to exceed a maximum of thirty (30) days, so long as the defaulting party commences to cure such default within ten (10) days of service of such notice and diligently prosecutes the cure to completion; provided further that if the default is an immediate danger to the health, safety and general welfare, the defaulting party shall take such immediate action as may be necessary. Notwithstanding the foregoing, the nondefaulting party may, in its sole and absolute discretion, grant a longer cure period. Should the defaulting party fail to cure the default within the time period provided in this Section, the nondefaulting party shall have the right, in addition to any other rights the nondefaulting party may have at law or in equity, to terminate this Agreement. Compliance with the provisions of this Section 7.2 shall be a condition precedent to bringing any legal action, and such compliance shall not be a waiver of any party's right to take legal action in the event that the dispute is not cured.

7.3 Retention of Funds – Progress payments shall be made in accordance with the provisions of Section 2.2 of this agreement. In accordance with said section, City shall pay Contractor a sum based upon ninety five percent (95%) of the contract price apportionment of the labor and materials incorporated into the work under the contract during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the work by the City Council, after Contractor shall have furnished City with a release of all undisputed contract amounts if required by City. In the event there are any claims specifically excluded by Contractor from the operation of the release, the City may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. City's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

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

7.5 **Rights and Remedies are Cumulative** – Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other party.

7.6 **Legal Action** – In addition to any other rights or remedies, either party may take legal action, 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.

7.7 **Liquidated Damages** – Since actual damages for any delay in performance of this Agreement would be extremely difficult or impractical to determine in the event of a breach of this Agreement, the Contractor and its sureties shall be liable for and shall pay to the City liquidated damages for each working day of delay in the performance of any service required hereunder, as specified in subsection 6-9 on page D-10 of the Standard Specifications and the Provisions of the Contract Specifications. In addition, liquidated damages may be assessed for failure to comply with the emergency call out requirements described in the scope of services. The City may withhold from any moneys payable on account of services performed by the Contractor any accrued liquidated damages.

7.8 **Termination for Default of Contractor** – If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, Contractor shall vacate any City owned property which Contractor is permitted to occupy hereunder and City may, after compliance with the provisions of Section 7.2, take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the City shall use reasonable efforts to mitigate such damages), and City may withhold any payments to the Contractor for the purpose of setoff or partial payment of the amounts owed the City as previously stated.

7.9 **Attorneys' Fees** – If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's

fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

8. CITY OFFICERS AND EMPLOYEES, NONDISCRIMINATION

8.1 Non-liability of City Officers and Employees – No officer or employee of the City shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Contractor or to its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest – The Contractor warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination – Contractor covenants that, by and for itself, its heirs, executors, assigns, and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. To the extent required by law, contractor shall take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9. MISCELLANEOUS PROVISIONS

9.1 Notice - Any notice, demand, request, document, consent, approval, or communication either party desires or is required to give to the other party or any other person shall be in writing and shall be deemed to be given when served personally or deposited in the US Mail, prepaid, first-class mail, return receipt requested, addressed as follows:

To City: City of Baldwin Park
 14403 East Pacific Avenue
 Baldwin Park, California 91706
 Attention: City Engineer

To Contractor: Palp, Inc. DBA Excel Paving
 2230 Lemon Ave
 Long Beach, CA 90806

9.2 Interpretation – 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.

9.3 Integration; Amendment – It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

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

9.5 Hiring of Undocumented Workers Prohibited – Contractor shall not hire or employ any person to perform work within the City of Baldwin Park or allow any person to perform work required under this Agreement unless such person is properly documented and legally entitled to be employed within the United States.

9.6 Unfair Business Practices Claims – In entering into a public works contract or a subcontract to supply goods, services or materials pursuant to a public works contract, the contractor or sub-contractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2, (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body renders final payment to the contractor without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.)

9.7 Corporate Authority – The persons executing this Agreement on behalf of the parties hereto 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) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

9.8 Legal Responsibilities – The Contractor shall keep itself informed of City, State, and Federal laws, ordinances and regulations, which may in any manner affect the performance of its services pursuant to this Agreement. The Contractor shall at all times observe and comply

with all such laws, ordinances and regulations. Neither the City, nor their officers, agents, or employees shall be liable at law or in equity as a result of the Contractor's failure to comply with this section.

9.9 Termination for Convenience – The City may terminate this Agreement without cause for convenience of the City upon giving contractor 30 days prior written notice of termination of the Agreement. Upon receipt of the notice of termination the Contractor shall cease all further work pursuant to the Agreement. Upon such termination by the City the Contractor shall not be entitled to any other remedies, claims, actions, profits, or damages except as provided in this paragraph. Upon the receipt of such notice of termination Contractor shall be entitled to the following compensation:

1. The contract value of the work completed to and including the date of receipt of the notice of termination, less the amount of progress payments received by contractor.
2. Actual move-off costs including labor, rental fees, equipment transportation costs, the costs of maintaining on-site construction office for supervising the mover-off.
3. The cost of materials custom made for this Agreement which cannot be used by the Contractor in the normal course of his business, and which have not been paid for by City in progress payments.
4. All costs shall not include any markups as might otherwise be allowed by any plans or specifications, which were a part of the Agreement.

The provisions of this paragraph shall supersede any other provision of the Agreement or any provision of any plans, specification, addendums or other documents, which are or may become a part of this Agreement. City and Contractor agree that the provisions of this paragraph are a substantive part of the consideration for this Agreement

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

CONTRACTOR:

By:

By: _____ (Print Name)
(Print Name)

Signature: _____

Signature: _____

Title: _____

Title: _____

Address: _____

Address: _____

CITY OF BALDWIN PARK, a municipal
corporation

By: _____
Manuel Lozano, MAYOR

ATTEST:

APPROVED AS TO FORM:

By: _____
City Clerk

City Attorney

**FAITHFUL PERFORMANCE BOND
PUBLIC WORK
(CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Principal and the Oblige have entered into a written contract, hereinafter called the Contract, a copy of which is or may be attached hereto, dated the _____ day of _____, 2020 referred to and made a part hereof for: **asphalt concrete pavement, concrete curb extensions, curb and gutter, sidewalk, curb ramps, detectable warning surfaces, benches, adjusting utilities to finished grade, traffic control, construction survey and staking, bulb-outs/curb extensions, architectural paving stone, colored concrete, bench, bike rack, guard rails, decorative street light, decorative traffic signal pole, traffic signal equipment, traffic striping, signage, marking and curb painting**, and all appurtenant work in accordance with plans and specifications for **PROJECT NO. CIP 20-24, CIP 20-128, CIP 20-160** which agreement requires the Principal to provide Oblige with this bond.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Baldwin Park, as Oblige, in the sum of **Two Million Seven Hundred Five Thousand Three Hundred Seventy Three Dollars and Eighty Cents (\$2,705,373.80)** lawful money of the United States of America, for the payment whereof well and truly to be made the 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 if the Principal, his or its heirs, executors, administrators, successors or assigns, and each of his or its sub-contractors shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of
_____, 2020.

(Corporate Seal)

Principal

By _____

Title

(Corporate Seal)

Surety

By _____

Title

APPROVED AS TO FORM:

City Attorney

**LABOR AND MATERIAL PAYMENT BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, as Principal, has entered into a contract dated _____, 2020, with the City of Baldwin Park (Obligee) referred to and made a part hereof to perform the following work, to wit: **asphalt concrete pavement, concrete curb extensions, curb and gutter, sidewalk, curb ramps, detectable warning surfaces, benches, adjusting utilities to finished grade, traffic control, construction survey and staking, bulb-outs/curb extensions, architectural paving stone, colored concrete, bench, bike rack, guard rails, decorative street light, decorative traffic signal pole, traffic signal equipment, traffic striping, signage, marking and curb painting for PROJECT NO. CIP 20-24, CIP 20-128, CIP 20-160**, which requires Principal to file this bond to secure claims made under Civil Code Section 3082 et seq.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of Baldwin Park, as Obligee, and all sub- contractors, laborers, material persons and other persons employed in the performance of the referenced agreement, _____ in the sum of **Two Million Seven Hundred Five Thousand Three Hundred Seventy Three Dollars and Eighty Cents (\$2,705,373.80)**, lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 3181 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment

therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under Civil Code Section 3082 so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 15, Chapter 7, Works of Improvement, commencing with Section 3247 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 2020.

(Corporate Seal)

Principal

By _____

Title

(Corporate Seal)

Surety

By _____

Title

(California Civil Code Sections 3248, 3225)

APPROVED AS TO FORM:

City Attorney

**WARRANTYBOND
PUBLIC WORKS**

WHEREAS, the City Council of the City of Baldwin Park, State of California, and _____, (hereinafter designated as "Principal") have entered into a written contract (the "Contract") dated _____

whereby Principal agrees to install and complete **asphalt concrete pavement, concrete curb extensions, curb and gutter, sidewalk, curb ramps, detectable warning surfaces, benches, adjusting utilities to finished grade, traffic control, construction survey and staking, bulb-outs/curb extensions, architectural paving stone, colored concrete, bench, bike rack, guard rails, decorative street light, decorative traffic signal pole, traffic signal equipment, traffic striping, signage, marking and curb painting for PROJECT NO. CIP 20-24, CIP 20-128, CIP 20-160** which Contract is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the guarantee and warranty of the work for a period of one (1) year following the completion and acceptance thereof against any defective work or labor done or defective materials furnished.

NOW, THEREFORE, we, the Principal and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held and firmly bound unto the City of Baldwin Park, (hereinafter called "City"), in the penal sum of **Two Million Seven Hundred Five Thousand Three Hundred Seventy Three Dollars and Eighty Cents (\$2,705,373.80)** lawful money of the United States, which is 50% of the amount of the Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The condition of this obligation is such that if the above bounded 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 provisions in the said Contract and any alteration thereof made as therein provided, on his or their 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 City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney=s fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it

does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS THEREOF, we have hereunto set our hands and seals this _____ day of _____, 2020.

_____ Principal		
By _____	Signature	Date _____
_____ Title		
_____ Surety		
_____ Address		
_____ Phone Number		
By _____	Signature	Date _____
_____ Title		

APPROVED AS TO FORM:

City Attorney

STATE OF CALIFORNIA

COUNTY OF _____

On _____ before me, _____, a Notary Public, personally appeared _____, personally known to me OR proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Sam Gutierrez, Director of Public Works
DATE: September 2, 2020
SUBJECT: Approval of a Freeway Maintenance Agreement with the State of California Department of Transportation (Caltrans) Covering Maintenance of City-Side Frontage Roads Along the I-10 Freeway from the I-605 Freeway to the East City Limit

SUMMARY

This report seeks City Council consideration for the approval of a Freeway Maintenance Agreement between the State of California Department of Transportation (Caltrans) and the City of Baldwin Park covering maintenance of City-side frontage roads along the I-10 Freeway from the I-605 Freeway to the east City Limit (Puente Avenue). The FMA will supersede the current agreement and incorporate additional maintenance areas including the Puente Avenue underpass slopes.

RECOMMENDATION

It is recommended that the City Council approve the Freeway Maintenance Agreement (FMA) with the State of California Department of Transportation (Caltrans) and authorize the Mayor to execute the agreement.

FISCAL IMPACT

There is no impact to the City's General Fund related to the execution of the FMA. Maintenance operations costs will be absorbed by the various maintenance cost centers in future Public Works operations budgets throughout the term of the FMA.

BACKGROUND

On April 10, 1958, a Freeway Agreement was executed between City of Baldwin Park and Caltrans, agreeing on the maintenance of the local streets and roads system required for the development of State Highway Route (SR) 10 within the jurisdictional limits of the City of Baldwin Park as a freeway.

On April 16, 2008, the City and Caltrans executed an FMA commencing upon the completion of the High Occupancy Vehicle lane (HOV) Phase 1 Project. The FMA outlined specific areas of responsibility for both parties and provided specific technical information related to the post-construction maintenance of the improvements along the freeway frontage roads of Garvey Avenue and Dalewood Street. Since the construction limits of the Phase 1 Project concluded westerly of Puente Avenue, it did not include maintenance of the Puente Avenue slopes.

The proposed FMA will supersede the agreement that is currently in place and includes additional maintenance coverage area related to the recent improvements constructed under Phase 2. Additionally, the proposed FMA provides clarification for the maintenance of areas previously agreed upon during Phase 1 under the current agreement. The agreement updates the entire legal and contract-related language specific to the areas of responsibility by Caltrans and the City.

Upon City Council approval, the City's responsibilities carried over from Phase 1 will commence immediately while the added maintenance responsibilities for of the improvements from Phase 2 will commence upon acceptance of said improvements.

DISCUSSION

Under the FMA, the City and Caltrans agree to accept respective operational and maintenance responsibilities and related associated costs. Maintenance activities are limited and apply only to landscaping, litter control, graffiti abatement and lighting adjacent to soundwalls and crossing structures. These include keeping, inspecting and maintaining the agreed locations in a safe, clean and orderly condition. The City further agrees to repair or replace damaged the deck wearing surface and drainage inlets for the City side overcrossing and undercrossing. The City's responsibilities are summarized as follows:

- Vehicular and Pedestrian Overcrossings – City will maintain the deck wearing surface and drainage inlets, lighting sidewalks, signs, pavement markings and bridge rails
- Vehicular and Pedestrian Undercrossings – City will maintain the roadway sections, including the traveled way, shoulders, curbs, sidewalks, wall surfaces (including eliminating graffiti), drainage, and lighting
- Walls and Columns – City will maintain City-side of any wall structure or column free of debris, dirt, and graffiti.
- Landscape Areas – City will maintain any plantings or other types of roadside development lying outside of the fenced right of way area reserved for exclusive freeway use including the landscape slopes along Puente Avenue
- Interchange Operations – City has no maintenance responsibilities dealing with the operations at interchanges. It is Caltrans' responsibility to provide efficient operation of freeway interchanges, including ramp connections to local streets and roads
- Electrically Operated Traffic Control Devices – City and Caltrans agree to share responsibility for maintenance, repairs, replacement and energy costs of safety lighting, traffic signals or other necessary electrically operated traffic control devices placed City streets and roads and at ramp connections

The FMA has been reviewed by staff and the City Attorney's office and is recommended for City Council approval.

ENVIRONMENTAL

The action being considered by the City Council is exempt from the California Environmental Quality Act (CEQA) because it is not a "project" under Section 15378(b)(5) of CEQA Guidelines. The action involves an organizational or administrative activity of government that will not result in the direct or indirect physical change in the environment.

ALTERNATIVES

1. The City Council may choose to reject the Freeway Maintenance Agreement. This action is not recommended as it may delay crucial maintenance of City streets and roads adjacent to the freeway.
2. Provide Staff with alternative direction.

LEGAL REVIEW

This report has been reviewed and approved by the City Attorney as to legal form and content.

ATTACHMENTS

1. Freeway Maintenance Agreement

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Sam Gutierrez, Director of Public Works
DATE: September 2, 2020
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RECOMMENDATION

It is recommended that the City Council approve the Freeway Maintenance Agreement (FMA) with the State of California Department of Transportation (Caltrans) and authorize the Mayor to execute the agreement.

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The proposed FMA will supersede the agreement that is currently in place and includes additional maintenance coverage area related to the recent improvements constructed under Phase 2. Additionally, the proposed FMA provides clarification for the maintenance of areas previously agreed upon during Phase 1 under the current agreement. The agreement updates the entire legal and contract-related language specific to the areas of responsibility by Caltrans and the City.

Upon City Council approval, the City's responsibilities carried over from Phase 1 will commence immediately while the added maintenance responsibilities for of the improvements from Phase 2 will commence upon acceptance of said improvements.

DISCUSSION

Under the FMA, the City and Caltrans agree to accept respective operational and maintenance responsibilities and related associated costs. Maintenance activities are limited and apply only to landscaping, litter control, graffiti abatement and lighting adjacent to soundwalls and crossing structures. These include keeping, inspecting and maintaining the agreed locations in a safe, clean and orderly condition. The City further agrees to repair or replace damaged the deck wearing surface and drainage inlets for the City side overcrossing and undercrossing. The City's responsibilities are summarized as follows:

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- Vehicular and Pedestrian Undercrossings – City will maintain the roadway sections, including the traveled way, shoulders, curbs, sidewalks, wall surfaces (including eliminating graffiti), drainage, and lighting
- Walls and Columns – City will maintain City-side of any wall structure or column free of debris, dirt, and graffiti.
- Landscape Areas – City will maintain any plantings or other types of roadside development lying outside of the fenced right of way area reserved for exclusive freeway use including the landscape slopes along Puente Avenue
- Interchange Operations – City has no maintenance responsibilities dealing with the operations at interchanges. It is Caltrans' responsibility to provide efficient operation of freeway interchanges, including ramp connections to local streets and roads
- Electrically Operated Traffic Control Devices – City and Caltrans agree to share responsibility for maintenance, repairs, replacement and energy costs of safety lighting, traffic signals or other necessary electrically operated traffic control devices placed City streets and roads and at ramp connections

The FMA has been reviewed by staff and the City Attorney's office and is recommended for City Council approval.

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ALTERNATIVES

1. The City Council may choose to reject the Freeway Maintenance Agreement. This action is not recommended as it may delay crucial maintenance of City streets and roads adjacent to the freeway.
2. Provide Staff with alternative direction.

LEGAL REVIEW

This report has been reviewed and approved by the City Attorney as to legal form and content.

ATTACHMENTS

1. Freeway Maintenance Agreement

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Sam Gutierrez, Director of Public Works
DATE: September 2, 2020
SUBJECT: Approve Final Tract Map No. 82503 to Subdivide One (1) lot into Six (6) Lots to Facilitate the Construction of Five (5) Detached Condominium Units with One (1) Common Lot

SUMMARY

This report seeks Council consideration for the approval of Final Tract Map No. 82503 pursuant to the State Subdivision Map Act and Section 152.10 and table 153.040.140A of the City of Baldwin Park's Municipal Code.

RECOMMENDATION

It is recommended that the City Council accept the Final Tract Map No. 82503 and authorize the City Clerk and staff to sign the Final Tract Map.

FISCAL IMPACT

Approval of this Final Tract Map will have no impact to the City's General Fund.

BACKGROUND

The subject Tract is located at 4232 La Rica Avenue, located between Clark Street and Palm Avenue. The Property will have access through La Rica Avenue. The property is 22,893 square feet in area.

On July 24, 2019, Planning Commission approved Tentative Tract Map No. 82503 (Resolution PC 19-15) to subdivide one (1) lot into six (6) lots to facilitate the construction of five (5) detached condominium units with one (1) common lot within the R-G, Garden Multi-Family Residential zone, pursuant to table 152.10 of the City's Municipal Code.

Plans for grading and drainage shall be approved pursuant to the conditions of approval for this Map. The developer shall prepare and submit bonds for onsite and offsite improvements, prior to recordation of the Tract Map pursuant to the approved conditions of approval.

Staff has reviewed the Final Tract Map and finds that it substantially conforms to the Tentative Tract Map conditions of approval. Upon approval and submittal of the improvement bonds, the map will be released for recordation at the Los Angeles County Recorder's Office.

ALTERNATIVES

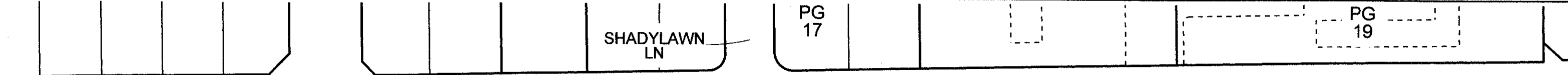
A Final Tract Map that is in substantial compliance with the previously approved tentative map cannot be denied approval (Government Code §66474.1). Further, if the Final Tract Map is not approved at the first meeting or at the subsequent meeting from when the Final Tract Map was presented for approval and the map is in conformance with the requirements of the Subdivision Map Act, the map will be deemed approved without any further action by the City Council (Government Code §66458). Since the Final Tract Map is both in substantial compliance with the previously approved tentative map and it is in conformance with the requirements of the Subdivision Map Act, there is no alternative but to approve.

LEGAL REVIEW

This report has been reviewed and approved by the City Attorney as to legal form and content.

ATTACHMENTS

1. Los Angeles County Assessor's Map
2. Final Tract Map No. 82503
3. Resolution PC 19-15



2018

100 BALDWIN PARK

BLVD 100

OR 30709-355

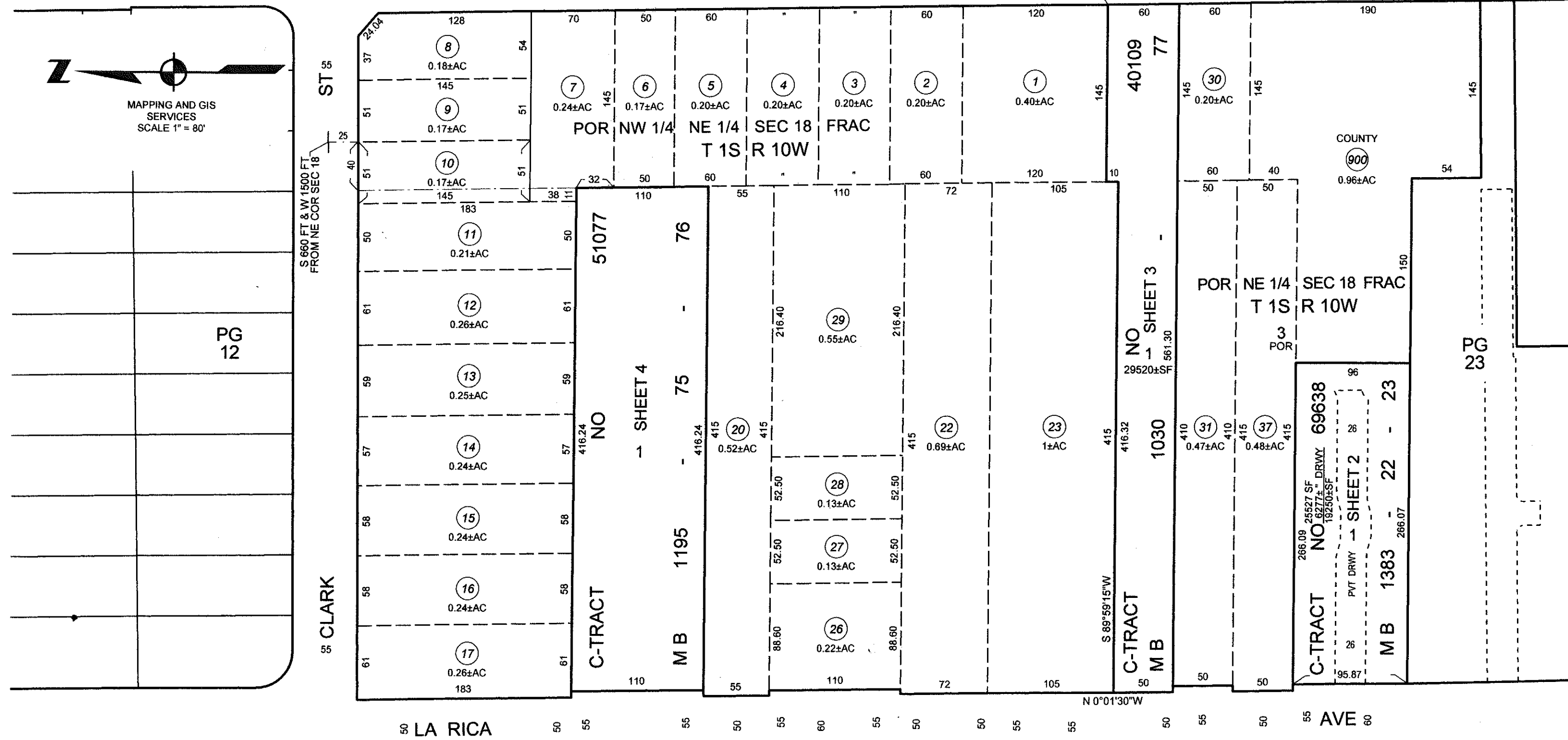
CS B-2053-1

NE COR LOT 3 SEC 18

N 10 FT FROM INT OF N LINE OF LOT 3
& W LINE OF BALDWIN PARK BLVD



MAPPING AND GIS
SERVICES
SCALE 1" = 80'



PG 10

PALM AVE

PG 26

1 LOT
23,165 SQ. FT. (GROSS)
22,890 SQ. FT. (NET)

SHEET 1 OF 2 SHEETS

TRACT NO. 82503

IN THE CITY OF THE BALDWIN PARK
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF A PORTION OF NORTHEAST
QUARTER OF FRACTIONAL SECTION 18, TOWNSHIP 1
SOUTH, RANGE 10 WEST, SAN BERNARDINO BASE AND
MERIDIAN, ACCORDING TO THE OFFICIAL PLAT OF SAID
LAND IN FILE, IN THE OFFICE OF THE BUREAU OF LAND
MANAGEMENT.

FOR CONDOMINIUM PURPOSES

OWNER'S STATEMENT:

WE HEREBY STATE THAT WE ARE THE OWNERS OF OR ARE INTERESTED IN THE LANDS
INCLUDED WITHIN THE SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER
LINES, AND WE CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

WE HEREBY RESERVE "COMMON INTEREST", "OPEN SPACE", "PUBLIC ACCESS", "FIRE ACCESS",
"PARKING", "LANDSCAPING", "DRAINAGE", AND "PUBLIC UTILITY" TO OURSELVES, OUR
SUCCESSORS, OUR ASSIGNEES AND FUTURE OWNERS WITHIN THIS FINAL MAP.

MAISON DEVELOPMENT GROUP LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (OWNER)


STEVE CHEN (MEMBER)

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE
IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS
ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

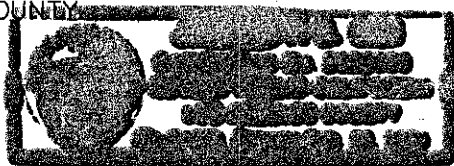
STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

ON 05-28-2020, BEFORE ME Joseph S. Gimm, Notary Public
PERSONALLY APPEARED STEVE CHEN WHO PROVED TO ME ON THE BASIS OF SATISFACTORY
EVIDENCE TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND
ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY AND
THAT BY HIS SIGNATURE ON THE INSTRUMENT, THE PERSON, OR THE ENTITY UPON BEHALF OF
WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT
THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE Joseph S. Gimm MY COMMISSION NO. 2322053
PRINTED NAME: Joseph S. Gimm MY COMMISSION EXPIRES: 02/22/2024
MY PRINCIPAL PLACE OF BUSINESS IS IN Los Angeles COUNTY
MY TELEPHONE NO. 626-446-9950



SIGNATURE OMISSION NOTES:

IN ACCORDANCE WITH THE PROVISIONS OF SECTION 66436(a)(3)(c) OF THE SUBDIVISION MAP
ACT, THE FOLLOWING SIGNATURES HAVE BEEN OMITTED, AS THEIR INTEREST CAN NOT RIPEN
INTO A FEE AND SAID SIGNATURES ARE NOT REQUIRED BY THE LOCAL AGENCY.

STANDARD OIL COMPANY OF CALIFORNIA, A CALIFORNIA CORPORATION, HOLDER OF OIL, GAS OR
MINERAL RIGHTS BY DEED RECORDED JULY 11, 1969 AS INSTRUMENT NO. 3045, OF OFFICIAL
RECORDS, RECORDS OF LOS ANGELES COUNTY.

CONDOMINIUM NOTE:

THIS TRACT IS APPROVED AS A CONDOMINIUM PROJECT FOR 5 UNITS, WHEREBY THE OWNERS OF
THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED INTEREST IN THE COMMON AREA THAT WILL,
IN TURN, PROVIDE THE NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS.

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS HAVE BEEN MADE
THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS 66492 AND 66493 OF THE
SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____ DATE _____
DEPUTY

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____ HAS BEEN
FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE COUNTY OF LOS ANGELES
AS SECURITY FOR THE PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES
ON THE LAND SHOWN ON MAP OF TRACT NO. 82503 AS REQUIRED BY LAW.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

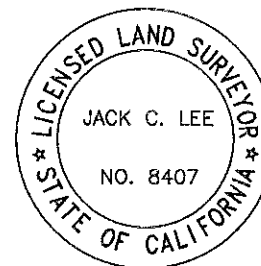
BY _____ DATE _____
DEPUTY

SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA;
THAT THIS FINAL MAP, CONSISTING OF 2 SHEETS, IS A TRUE AND COMPLETE SURVEY AS
SHOWN, AND WAS MADE BY ME OR UNDER MY DIRECTION IN OCTOBER, 2018; THAT THE
MONUMENTS OF THE CHARACTER AND LOCATIONS SHOWN HEREON ARE IN PLACE OR WILL BE
IN PLACE WITHIN TWENTY-FOUR MONTHS FROM THE FILING DATE OF THIS MAP; THAT SAID
MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED AND THAT THE
NOTES TO ALL CENTERLINE MONUMENTS SHOWN AS "TO BE SET" WILL BE ON FILE IN THE
OFFICE OF THE CITY ENGINEER WITHIN TWENTY-FOUR MONTHS FROM THE FILING DATE SHOWN
HEREON.


JACK C. LEE, LS 8407

May 26, 2020
DATE



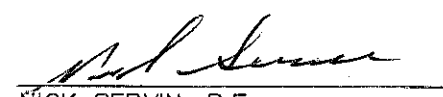
BASIS OF BEARING NOTES:

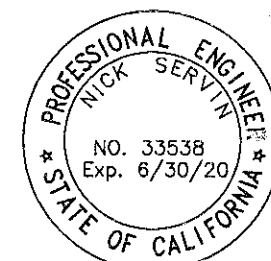
THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING 00°01'30"W OF THE CENTERLINE
OF LA RICA AVENUE AS SHOWN ON MAP OF TRACT NO. 51077 FILED IN BOOK 1195, PAGES 75
AND 76 OF MAPS, RECORDS OF LOS ANGELES COUNTY.

CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF TRACT NO. 82503 CONSISTING
OF 2 SHEETS; THAT THE SUBDIVISION SHOWN HEREON IS SUBSTANTIALLY THE SAME AS IT
APPEARED ON THE TENTATIVE MAP AND ANY APPROVED ALTERATIONS THEREOF; THAT ALL
PROVISIONS OF THE SUBDIVISION MAP ACT AND OF ANY LOCAL ORDINANCES APPLICABLE AT
THE TIME OF APPROVAL OF THE TENTATIVE TRACT MAP HAVE BEEN COMPLIED WITH.
DATED THIS 22 DAY OF JUNE, 20 20

6/22/20
DATE:


NICK SERVIN, P.E.
CITY ENGINEER
RCE 33538 EXPIRES 6/30/2020



CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THE WITHIN MAP OF TRACT NO. 82503 CONSISTING
OF 2 SHEETS AND I AM SATISFIED THAT SAID MAP IS TECHNICALLY CORRECT AND THAT ALL
PROVISIONS OF THE SUBDIVISION MAP ACT AND ANY LOCAL ORDINANCES APPLICABLE AT THE
TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

6/22/20
DATE


NICK SERVIN, P.E.
CITY ENGINEER
RCE 33538 EXPIRES 6/30/2020



CITY PLANNER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT ALL PROVISIONS OF APPLICABLE
ZONING ORDINANCES OF THE CITY OF BALDWIN PARK HAVE BEEN COMPLIED WITH.

DATE

RON GARCIA
CITY PLANNER
CITY OF BALDWIN PARK

SPECIAL ASSESSMENTS CERTIFICATE:

I HEREBY CERTIFY THAT ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY
OF BALDWIN PARK TO WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART
THEREOF IS SUBJECT, AND WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

DATE

MARIA A. CONTRERAS, CITY TREASURER
CITY OF BALDWIN PARK

CITY CLERK'S CERTIFICATE:

(CITY OF BALDWIN PARK)
(COUNTY OF LOS ANGELES) SS
(STATE OF CALIFORNIA)

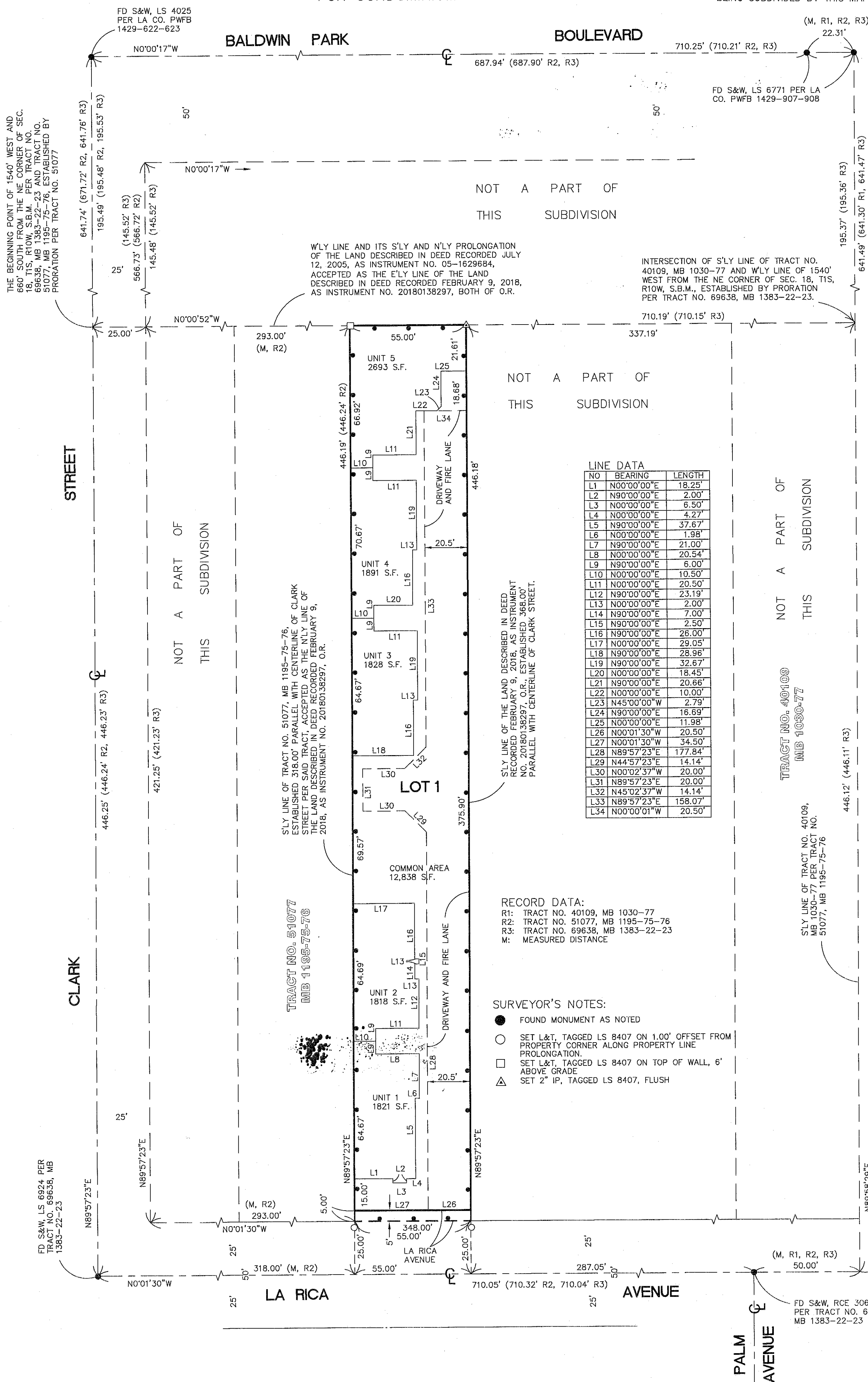
I HEREBY CERTIFY THAT THIS MAP WAS PRESENTED FOR APPROVAL TO THE CITY COUNCIL OF THE
CITY OF BALDWIN PARK AT A REGULAR MEETING THEREOF HELD ON THE _____ DAY OF _____
AND ENTERED, APPROVE SAID MAP.

DATED THIS _____ DAY OF _____, 20 _____

ALEJANDRA AVILA
CITY CLERK
THE CITY OF BALDWIN PARK

SHEET 2 OF 2 SHEETS

INDICATES THE BOUNDARY OF THE LAND
BEING SUBDIVIDED BY THIS MAP.



RESOLUTION PC 19-15

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BALDWIN PARK APPROVING A TENTATIVE TRACT MAP TO SUBDIVIDE ONE (1) LOT INTO SIX (6) LOTS TO FACILITATE THE CONSTRUCTION OF FIVE (5) DETACHED CONDOMINIUM UNITS WITH ONE (1) COMMON LOT WITHIN THE R-G, GARDEN MULTI-FAMILY RESIDENTIAL ZONE, PURSUANT TO TABLE 152.10 OF THE CITY'S MUNICIPAL CODE (LOCATION: 4232 LA RICA AVENUE; APPLICANT: STEVE CHEN, MAISON DEVELOPMENT GROUP; CASE NUMBERS: PR 18-38, AND TM-82503).

THE PLANNING COMMISSION OF THE CITY OF BALDWIN PARK DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Planning Commission of the City of Baldwin Park does hereby find, determine, and declare as follows:

(a) An application ("Applications") for a development plan, and a tentative tract map, were submitted on behalf of the owner of certain real property, located at 4232 La Rica in the City of Baldwin Park, described more particularly in the Application on file with the City Planner; and

(b) The Application is sought to allow the approval of a Tentative Tract Map to subdivide one (1) lot into six (6) lots for development of five (5) condominium units and one common area lot within the R-G, Garden Multi-Family Residential, Zone pursuant to Tables 152.10 of the City's Municipal Code; and

(c) That a duly noticed public hearing was held on July 24, 2019 on said Application by the Planning Commission, and based upon evidence presented including applicable staff reports and each member of the Commission being familiar with the property, it was determined that the facts as required by the Baldwin Park Municipal Code for the granting of the Application is present and the Application should be approved; and

(d) Pursuant to the California Environmental Quality Act (CEQA), the proposed project is considered to be exempt (Section 15303 (New Construction of Small New Facilities) and Section 15315 (Minor Land Divisions) in that the projects consists of the development of five (5) residential units within an urbanized area in conjunction with a subdivision.

(e) Each fact set forth in the staff report dated June 12, 2019 from Ron Garcia, City Planner to the Chair and Planning Commissioners ("Staff Report") is true and correct.

SECTION 2. That the Planning Commission does hereby adopt the following findings applicable to the approval of the tentative parcel map.

a) Adequate systems designed, and constructed to provide all necessary utilities to each lot proposed to be created, including, but not limited to, facilities for water, natural gas, electricity, cable television and telecommunications telephone service.

Comments and conditions have been addressed in the findings and are included, as applicable, as conditions of approval of the tentative parcel map. Additionally, staff includes a general condition of approval that any and all conditions from outside agencies and utility companies shall be met or provided for prior to finalizing the tentative parcel map.

b) An adequate domestic water distribution system designed and constructed to service each lot proposed to be created.

Valley County Water District is the the purveyor in the area and water would be provided to the subject property by Valley County Water District.

c) An adequate sewage system designed and constructed to serve each lot proposed to be created.

The proposed project shall comply with any conditions of approval as imposed by the Sanitation District of Los Angeles County prior to approval of the final map by the City of Baldwin Park.

d) An adequate storm water drainage system designed and constructed to serve each lot proposed to be created.

The Public Works Department conditions of approval require that off-site improvements may be required and may include storm drains. Provided that the applicant meets the conditions of approval for development, there will be adequate storm water drainage for the subject property.

e) An adequate public and/or private street and/or alley system designed and constructed to serve each lot proposed to be created.

The Public Works Department has determined that there is adequate public street system to serve the lot. Conditions of approval require public right-of-way reconstruction of damaged improvements as a result of construction.

f) An adequate traffic regulatory system, including necessary traffic signals, signs, and pavement markings and stripings.

The City's Public Works Department has concluded that the current conditions will provide for an adequate traffic regulatory system.

g) The undergrounding of utilities pursuant to Chapter 97, part 2 (Underground Utility District) of the Municipal Code.

Pursuant to Chapter 97 of the City's Municipal Code all new utilities to the subject property shall be undergrounded. This requirement is also addressed as part of the overall plan check requirements and review of the final map.

h) Any and all other improvements found necessary by the City to provide all services to each lot proposed to be created.

Staff is of the opinion that provided that the applicant obtains approval by the Planning Commission of the Tract Map and meets and/or exceeds the conditions of approval, the new lot would have adequate service and could be subdivided such that the new lot would be consistent with the City's codes.

i) In addition to the improvements as required by the City's Municipal Code and Departments, there are also design requirements for the proposed tentative parcel map that need to be met. Pursuant to Section 152.12 of the City's Municipal Code, the design of the subdivision shall conform to the requirements of this Chapter 152, any and all design requirements set forth in the General Plan, the design and development standards established for the associated zoning district per the Zoning Code, the applicable design guidelines set forth in the Design Guidelines Manual, generally accepted engineering standards, and to such standards required by the City, including, but not limited to, plans for grading and erosion control.

The Planning Division has reviewed the proposed subdivision of the proposed lot meets the minimum development standards contained within the Municipal (Zoning) Code, including, setbacks, density, and height.

Additionally the parcel map is consistent with Goal 2.0 of the Land Use Element of the General Plan which states "*accommodate new development that is compatible with and compliments existing conforming land uses*" as the proposed parcels meet the existing development standards contained in the Code.

The Public Works Department, as part of their comments, has included a requirement for the applicant to submit plans relating to grading and erosion control for review and approval.

SECTION 3. The Application, as herein above described below, and the same is hereby approved subject to the following conditions:

(a) That the property shall be developed and maintained in substantial accordance with Exhibit "A" to the staff report for TM-82503 and PR-838, dated July 24, 2019; and

(b) Covenants, conditions, & restrictions (CC&R's) and a Homeowner's Association (HOA) (or equivalent) as approved by the California Department of Real Estate shall be incorporated into the development. CC&R's shall be subject to review and approval by the City Attorney's Office at the expense of the Applicant.

(c) The CC&Rs shall include the following:

1. No addition of habitable space is permitted.
2. No permanent ground floor patio covers are permitted. Non-permanent patio covers are permitted.
3. The parking or storage of recreation vehicles, such as RVs, boats, trailers, fifth wheels, ATVs, etc, is prohibited.
4. Parking on driving aisles is prohibited.
5. Garages shall be used to park vehicles.
6. All exterior maintenance of the structures will be the responsibility of the HOA, including garage doors, windows, exterior architectural materials and roof.
7. Cleanup of graffiti is the responsibility of the Homeowners Association (HOA).
8. Trees located on the subject property shall not be removed without the City's (Tree Officer) written approval.
9. Front yard fencing within the front yard setback is prohibited except that of the approved fence proposed for the development.
10. Installation of bright flood light fixtures are prohibited along the street frontage

a) Prior to the issuance of building permits, the applicant shall draft a Prospective Homebuyer's Awareness Package (PHAP), and submit it to the Planning Director for review and approval. Copies of signed copies of PHAP for all lots shall be submitted to the Planning Department. Such package shall include:

1. A standardized cover sheet as approved by the Planning Department.
2. Zoning and General Plan information.
3. School information.
4. Special assessment district information.
5. Utility providers
6. A copy of the Covenants, Conditions and Restrictions (CC&Rs) applicable to the project.
7. Any additional information deemed necessary by the Planning Department, Planning Commission, or City Council for the full disclosure of pertinent information.

(d) The Homeowner's Association (HOA) or equivalent, or the CC&R's shall be responsible for the following:

- a. On-going maintenance and upkeep of any trees in accordance with the City's Standards on private property within the front yard between the public right-of-way and the structures; and
- b. On-going maintenance and upkeep of any landscaping within the front yard between the public right-of-way and the structures.

(e) The applicant install (2) 48" box Oak trees within the development. All trees shall be of a drought-tolerant variety. Trees within the front setback shall be planted the same distance from the front property line. Trees shall not be planted on property lines. Final tree location and landscaping design shall be subject to the City's Water Efficient Landscape Ordinance and shown on the submitted landscaping and irrigation plans for plan check. Landscape and Irrigation plans are subject to review and approval by the City's Planning Division.

(f) The proposed project is subject to Water Efficient Landscape Standards, pursuant to Section 153.160.020 of the Baldwin Park Municipal Code. In Accordance with Section 153.160.060, please submit a revised Preliminary Landscape Design Plan along with the subsequent Design Review resubmittal. After the project has been tentatively approved by the Design Review Committee and after entitlements are approved by the Planning Commission, the applicant shall submit a Landscape Documentation Package during Building Plan

Check pursuant to Section 153.160.080. The Landscape Documentation Package shall incorporate the Preliminary Design Plan. Landscape and Irrigation plans shall be prepared by a California licensed landscape architect.

(g) Decorative block walls shall be provided around the perimeter of the entire project site. A typical elevation rendering (with materials identified) of the proposed perimeter wall shall be included on the plans submitted for plan check.

(h) All lighting shall be automatically controlled and shall be architecturally consistent.

(i) The Final Map shall comply with the time frames as contained within the California Subdivision Map Act.

(j) Project proposal shall be subject to any and all comments and conditions imposed by the Los Angeles County Fire Department.

(k) All units within the proposed project shall be subject to development impact fees including, but not limited to the following:

- a. Public Art
- b. Parkland In-Lieu (Quimby)
- c. Traffic Congestion
- d. Flood Control
- e. Law Enforcement Impact Fee
- f. General Plan/Technology

(l) Applicant shall provide a check in the amount of \$75.00 made payable to the Los Angeles County Clerk for the filing of the Notice of Exemption pursuant to the CEQA Guidelines.

(m) If within one (1) year after the date of approval of TM-82503 and PR-838, all conditions of approval have not been satisfied, then TM-82503 and PR-838 shall become null and void; and

(n) That the applicant shall sign a notarized affidavit within ten (10) days of the date of this resolution stating that the applicant has read and accepts all of the conditions of approval.

Building:

(o) All Conditions of Approval as approved by the Planning Commission shall appear as notes on the plans submitted for building plan check and permits.

(p) Building design shall comply with the Current Edition of the California Building Code (CBC).

(q) Submit complete construction plans to Building Division for formal plans review and building permit.

(r) Separate application(s), plan check(s), and permit(s) is/are required for:

- a. Grading (*see Engineering Division for requirements*)
- b. Demolition work
- c. Retaining walls (*see Engineering Division for requirements*)
- d. Block walls exceeding 6 feet in height
- e. Fire sprinkler/Alarm systems (*see LA County Fire Department Prevention Division for requirements*)
- f. Each separate structure/building
- g. Plumbing
- h. Mechanical
- i. Electrical

(s) Complete structural plans with calculations by State licensed engineer or architect will be required. Submit design for review at formal plans review.

(t) Compliance to California T-24 Energy regulations will be required. Submit design for review at formal plans review.

(u) Compliance to California Green Building Standards Code will be required. Submit design for review at formal plans review.

(v) Separate plumbing, mechanical and electrical plan check will be required. Submit design for review at formal plans review.

(w) A soils and geology report is required to address the potential for and the mitigation measures of any seismic induced landslide/liquefaction. Soils report shall address foundation design and site preparation requirements.

(x) Los Angeles County Fire Prevention plans review and approval is required for the proposed occupancy. Contact (323) 890-4125 for plans submittal requirements.

(y) All new on-site utility service lines shall be placed underground. BPMC Section 153.140.050.

- (z) A complete code analysis is required. Address type of construction, occupancy, exiting, allowable areas, allowable heights, etc. Provide a summary on the drawing.
- (aa) Compliance with the State of California Accessibility regulations is required, including:
 - a. Building entrances shall be provided with an accessible path of travel connecting the building entrances from the public sidewalk, accessible parking, and other buildings or essential facilities located on the site.
 - b. Comply with CBC§ 1102A.3.1. 10% percent of the total units but not less than one unit shall be provided with accessibility features as indicated in the code section.
 - c. Accessible guest parking:
 - i. Shall be 9 feet wide by 18 feet deep and be provided with a loading and unloading passenger access aisle of 8 feet wide for Van space and 5 feet wide for regular accessible spaces.
- (bb) Provide fire sprinklers complying with CBC § 903.3.1 for the following projects:
 - a. In all new one/two family homes and townhomes of R3 occupancy. CRC § R 313.1 and 313.2.
 - b. In all new hotels, condominium, and apartments of R1 and R2 occupancy. CBC§ 903.

Public Works:

(cc) As a condition of approval, we will need for you to “Dedicate” 5 feet of your street frontage. Attached you will find a form for dedication of the 5 foot frontage. You must hire a Land Surveyor or a California Registered Engineer that can prepare the two Exhibits required for the dedication. Exhibit A will be the legal description of what is being dedicated. Exhibit B is the Legal Plat showing a small map of the subject dedication.

(dd) An Erosion Control Plan shall be submitted clearly detailing erosion control measures. These measures shall be implemented during construction. The erosion control plan shall conform to national Pollutant Discharge Elimination System (NPDES) standards and incorporate the appropriate Best Management Practices (BMP’s) as specified in the Storm Water BMP Certification.

(ee) The applicant shall comply with Low Impact Development (LID) requirements to the satisfaction of the City Engineer. Please refer to County of LA LID Manual. <https://dpw.lacounty.gov/ldd/lib/fp/Hydrology/Low%20Impact%20Development%20Standards%20Manual.pdf>

(ff) Show the street width including centerline and distance to the centerline of street and alley.

(gg) Show bearings on all sides, make corrections as noted.

(hh) Show existing water meter, water line size and sewer line location and size.

(ii) Some dimensions do not agree with floor plan and site plan.

(jj) Show width of sidewalks and driveways, including curb and gutter.

(kk) Show flow pattern with drainage arrows.

(ll) You need a full topographical and boundary survey, show basis of bearings and found monuments for the basis, including the local benchmark for your topo survey. Verify the bearings of the side boundary.

(mm) You show two sets of dimensions for the length of the lot, see comments 10 above.

(nn) Provide a legal description, obtain a title report to show legal and any easements.

(oo) Your building areas do not sum up to your dimensions, please correct and update.

(pp) All equipment staging areas shall be located on the project site. Staging area, including material stockpile and equipment storage area, shall be enclosed within a 6 foot-high chain link fence. All access points in the fenced area shall be locked whenever the construction site is not supervised.

(qq) Show topographical features, drain arrows, finish floor elevations.

(rr) Show depth of cut and extent of cut for over-excavation.

- (ss) Provide drainage conveyance away from house perimeter.
- (tt) Identify existing and new landscaping areas for LID compliance.
- (uu) Show existing/proposed fences, type and height.
- (vv) Show finished surfaces, hatching for landscaping, concrete (ex/proposed), AC.
- (ww) Detailed drainage system information of the lot with careful attention to any flood hazard area shall be submitted. All drainage/runoff from the development shall be conveyed from the site to the natural drainage course. No on-site drainage shall be conveyed to adjacent parcels, unless that is the natural drainage course.
- (xx) Show compliance with LID by showing roof gutters, down spouts directed toward landscaping to hold or treat required LID compliance flows, provide hydrology and hydraulics for compliance.
- (yy) Highlight/Hatch landscaping, proposed and existing, including area of surfaces.
- (zz) Show erosion control devices and erosion control & BMP (silt fence, gravel bags, material storage area, debris area, sanitation area, concrete washout area, notes).
- (aaa) Applicant shall relocate and underground any new on-site utilities to the satisfaction of the City Engineer and the respective utility owner.
- (bbb) Underground utilities shall not be constructed within the drip line of any mature tree except as approved by a registered arborist.
- (ccc) Show existing water, sewer, gas, electric.
- (ddd) Show proposed water, sewer, gas, electric utilities to ADU and addition.
- (eee) Show water meter size.
- (fff) Show water and sewer mains.
- (ggg) Applicant shall obtain connection permit(s) from the City and County Sanitation District prior to issuance of building permits, if applicable.

(hhh) Any homeowner that installs a new septic tank system, repairs and existing septic tank or adds any plumbing fixture units or bedroom equivalents to the facility served by an existing septic system will need to submit a Notice of Intent (NOI) to the Regional Water Quality Control Board for Waste Discharge Requirements and submit a copy of the sent NOI and check to the City. Please refer to City handouts, if applicable.

(iii) **SEPTIC TANK:** The Applicant shall show septic tanks location, size and details on the plans. The Los Angeles County Health Department, California Water Control Board and the City's Geotechnical Engineer shall approve these plans prior to the issuance of any permits. The property owner shall be required to sign and record the City's Covenant for use of a septic system.

SECTION 5. The Secretary shall certify to the adoption of this Resolution and forward a copy hereof to the City Clerk and the Applicant.

PASSED AND APPROVED this 24th day of July, 2019.

KEVIN ROONEY, CHAIR
BALDWIN PARK PLANNING COMMISSION

ATTEST:

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF BALDWIN PARK }

I, RON GARCIA, Secretary of the Baldwin Park Planning Commission, do hereby certify that the foregoing Resolution No. PC 19-15 was duly and regularly approved and adopted by the Planning Commission at a regular meeting thereof, held on the 24th day of July, 2019 by the following vote:

AYES: COMMISSIONERS:
NOES: COMMISSIONERS:
ABSTAIN: COMMISSIONERS:
ABSENT: COMMISSIONERS:

Ron Garcia
BALDWIN PARK PLANNING COMMISSION

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Sam Gutierrez, Director of Public Works
DATE: September 2, 2020
SUBJECT: Approve Final Parcel Map No. 1439 to Subdivide One (1) Lot into Two (2) Lots

SUMMARY

This report seeks Council consideration for the approval of the Final Parcel Map 1439 pursuant to the State Subdivision Map Act and Section 152.09 of the City of Baldwin Park's Municipal Code.

RECOMMENDATION

It is recommended that the City Council accept the Final Parcel Map No. 1439 and authorize the City Clerk and Staff to sign the Final Map.

FISCAL IMPACT

There is no impact to the General Fund.

BACKGROUND

Request to subdivide one (1) lot into two (2) lots within the R-1 Zone. The subject lot is located on Merced Ave, south of Vineland Ave and North of Jeanette Ln. The property is rectangular in shape and is approximately 65 feet in width and 210 feet in length, totaling about 13,650 square feet in land area. On January 22, 2020, Planning Commission approved a request for a tentative parcel map to subdivide one (1) lot into two (2) lots within the R-1, Single Family Residential Zone per Resolution PC 20-1.

Staff has reviewed the Final Parcel Map and finds that it substantially conforms to the Tentative Parcel Map conditions of approval and it is in conformance with the requirements of the Subdivision Map Act.

ALTERNATIVES

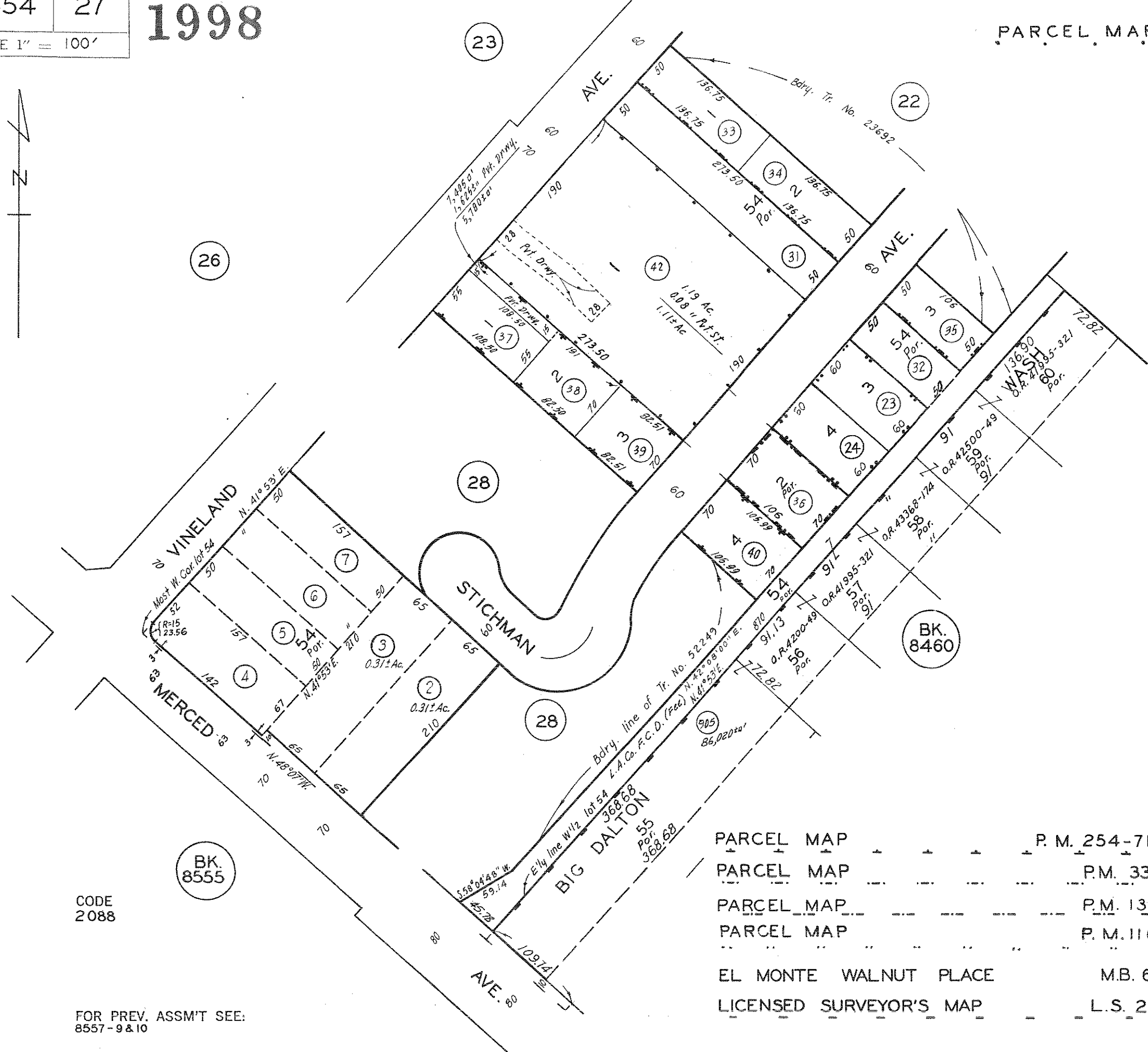
A Final Parcel Map that is in substantial compliance with the previously approved tentative map cannot be denied approval (Government Code §66474.1). Further, if the Final Parcel Map is not approved at the first meeting or at the subsequent meeting from when the Final Parcel Map was presented for approval and the map is in conformance with the requirements of the Subdivision Map Act, the map will be deemed approved without any further action by the City Council (Government Code §66458). Since the Final Parcel Map is both in substantial compliance with the previously approved tentative map and it is in conformance with the requirements of the Subdivision Map Act, there is no alternative but to approve.

LEGAL REVIEW

None.

ATTACHMENTS

1. Los Angeles County Assessor's Map
2. Final Parcel Map No. 1439
3. Resolution PC 20-1



CODE
2088

FOR PREV. ASSM'T SEE:
8557-9&10

PARCEL MAP	P. M. 254-71-72
PARCEL MAP	P. M. 33-49
PARCEL MAP	P. M. 133-17
PARCEL MAP	P. M. 116-26
EL MONTE WALNUT PLACE	M. B. 6-104
LICENSED SURVEYOR'S MAP	L. S. 21-41

ASSESSOR'S MAP
COUNTY OF LOS ANGELES, CALIF.

2 PARCELS
TOTAL AREA = 13,649 SF

PARCEL MAP NO. 1439
IN THE CITY OF BALDWIN PARK
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

SHEET 1 OF 2 SHEET

BEING A SUBDIVISION OF A PORTION OF LOT 54 OF EL MONTE WALNUT PLACE, AS
PER MAP RECORDED IN BOOK 6, PAGE 104 OF MAPS, IN THE OFFICE OF THE
COUNTY RECORDER OF SAID COUNTY.

COORY ENGINEERING
JULY, 2020

SUBDIVIDER'S STATEMENT

WE HEREBY STATE THAT I AM THE SUBDIVIDER OF THE LANDS INCLUDED WITHIN THE
SUBDIVISION SHOWN ON THIS MAP WITHIN THE DISTINCTIVE BORDER LINES, AND WE
CONSENT TO THE PREPARATION AND FILING OF SAID MAP AND SUBDIVISION.

Miguel Gomez
MIGUEL GOMEZ, SUBDIVIDER

RECORD OWNERS

MIGUEL GOMEZ AND JACQUELINE Y. GOMEZ, HUSBAND AND WIFE, AS JOINT TENANTS.

NOTARY ACKNOWLEDGMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY
THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS
CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY
OF THAT DOCUMENT.

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

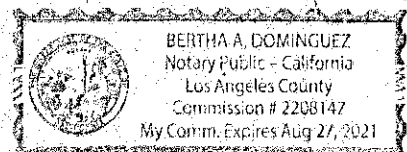
ON 7/28/2020 BEFORE ME, BERTHA A. DOMINGUEZ
A NOTARY PUBLIC, PERSONALLY APPEARED MIGUEL GOMEZ, WHO PROVED TO
ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON WHOSE
NAME IS SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO
ME THAT HE EXECUTED THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY
HIS SIGNATURE ON THE INSTRUMENT, THE PERSON, OR THE ENTITY UPON
BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF
CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND:

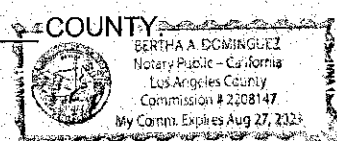
SIGNATURE Bertha A. Dominguez
NOTARY PUBLIC IN AND FOR SAID STATE

Bertha A. Dominguez
(NAME PRINTED)



NOTARY NUMBER: 2208147 MY COMMISSION EXPIRES 08/27/2021

MY PRINCIPAL PLACE OF BUSINESS IS IN L.A. COUNTY



SIGNATURE OMISSIONS

THE FOLLOWING SIGNATURES HAVE BEEN OMITTED UNDER THE PROVISIONS OF
SECTION 66436, (a)(3)(A)(I-VIII) OF THE SUBDIVISION MAP ACT. THEIR INTEREST
IS SUCH THAT IT CANNOT RIPEN INTO A FEE TITLE AND SAID SIGNATURES ARE
NOT REQUIRED BY THE LOCAL AGENCY.

THE SIGNATURES OF WILLIAM HENRY EUGENE BRAVENDAR, SUCCESSOR OR
ASSIGNEE, HOLDER OF AN EASEMENT BLANKET IN NATURE FOR PIPE LINES AND
INCIDENTAL PURPOSES BY DEED RECORDED IN BOOK 2191, PAGE 65 OF
OFFICIAL RECORDS.

THE SIGNATURES OF CITY OF BALDWIN PARK, HOLDER OF AN EASEMENT FOR
PUBLIC STREET AND HIGHWAY PURPOSES BY DEED RECORDED JANUARY 9,
1969 AS INSTRUMENT NO. 1604 OF OFFICIAL RECORDS.

TAX CLEARANCE CERTIFICATES

I HEREBY CERTIFY THAT ALL CERTIFICATES HAVE BEEN FILED AND DEPOSITS
HAVE BEEN MADE THAT ARE REQUIRED UNDER THE PROVISIONS OF SECTIONS
66492 AND 66493 OF THE SUBDIVISION MAP ACT.

EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____ DATE _____
DEPUTY

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF
\$ _____ HAS BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD
OF SUPERVISORS OF THE COUNTY OF LOS ANGELES AS SECURITY FOR THE
PAYMENT OF TAXES AND SPECIAL ASSESSMENTS COLLECTED AS TAXES ON
THE LAND SHOWN ON MAP OF PARCEL MAP NO. 1439 AS REQUIRED BY LAW.

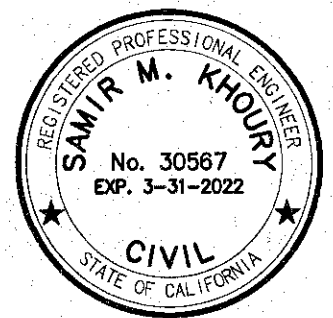
EXECUTIVE OFFICER, BOARD OF SUPERVISORS
OF THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BY _____ DATE _____
DEPUTY

ENGINEER'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A TRUE AND
COMPLETE FIELD SURVEY BY ME OR UNDER MY DIRECTION ON SEPTEMBER 21, 2018, IN
CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL
ORDINANCE AT THE REQUEST OF MIGUEL GOMEZ ON FEBRUARY 20, 2020. I HEREBY STATE
THAT THIS PARCEL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED
TENTATIVE MAP, IF ANY; THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND THAT THEY
ARE SET IN THOSE POSITIONS; AND THAT THE MONUMENTS ARE SUFFICIENT TO ENABLE THE
SURVEY TO BE RETRACED.

Samir M. Khoury 7.28.2020
SAMIR M. KHOURY DATE
R.C.E. 30567
LICENSE EXPIRATION DATE 03-31-2022



CITY ENGINEER'S STATEMENT

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP; THAT IT CONFORMS SUBSTANTIALLY TO THE
TENTATIVE MAP AND ALL APPROVED ALTERATIONS THEREOF; THAT ALL PROVISIONS OF
SUBDIVISION ORDINANCES OF THE CITY OF BALDWIN PARK APPLICABLE AT THE TIME OF
APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH; AND THAT I AM SATISFIED THAT
THIS MAP IS TECHNICALLY CORRECT WITH RESPECT TO CITY RECORDS.

NICK SERVIN, CITY ENGINEER DATE
R.C.E. 33538
LICENSE EXPIRATION DATE 06-30-2022

CITY SURVEYOR'S STATEMENT

I, KENNETH PUTNAM, CITY SURVEYOR OF BALDWIN PARK, DO HEREBY STATE THAT I HAVE
EXAMINED THIS MAP AND HAVE FOUND IT CONFORMS TO THE MAPPING PROVISIONS OF THE
SUBDIVISION MAP ACT AND I AM SATISFIED SAID MAP IS TECHNICALLY CORRECT.

NICK SERVIN, CITY ENGINEER DATE
R.C.E. 33538
LICENSE EXPIRATION DATE 06-30-2022

CITY CLERK'S STATEMENT

I HEREBY STATE THIS MAP WAS PRESENT FOR APPROVAL TO THE CITY COUNCIL OF THE CITY OF
BALDWIN PARK BY AT A REGULAR MEETING THEREOF HELD ON THE 22ND DAY OF JANUARY, 2020 AND
THAT THEREUPON SAID COUNCIL DID, BY AN ORDER DULY PASSED AND ENTERED, APPROVE SAID
MAP.

AND DID ALSO APPROVE SUBJECT MAP PURSUANT TO THE PROVISIONS OF THE SECTION 66436(a)(3)(A)
OF THE SUBDIVISION MAP ACT.

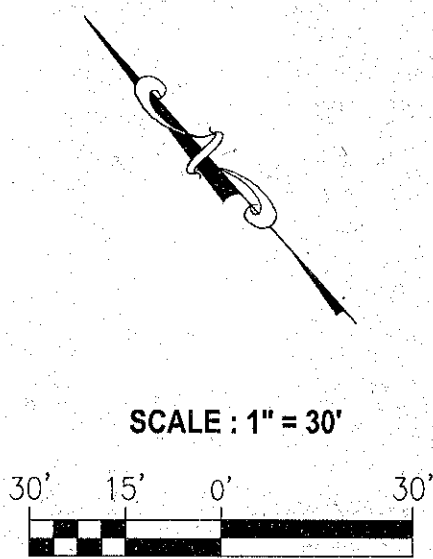
JEAN M. AYALA DATE
CITY CLERK, CITY OF BALDWIN PARK

SPECIAL ASSESSMENT STATEMENT

I, MARIA A. COUTRERAS, CITY TREASURER OF THE CITY OF BALDWIN PARK, DO HEREBY STATE THAT
ALL SPECIAL ASSESSMENTS LEVIED UNDER THE JURISDICTION OF THE CITY OF BALDWIN PARK TO
WHICH THE LAND INCLUDED IN THE WITHIN SUBDIVISION OR ANY PART THEREOF IS SUBJECT, AND
WHICH MAY BE PAID IN FULL, HAVE BEEN PAID IN FULL.

MARIA A. COUTRERAS DATE
CITY TREASURER, CITY OF BALDWIN PARK

PARCEL MAP NO. 1439
IN THE CITY OF BALDWIN PARK
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA
COORY ENGINEERING
JULY, 2020

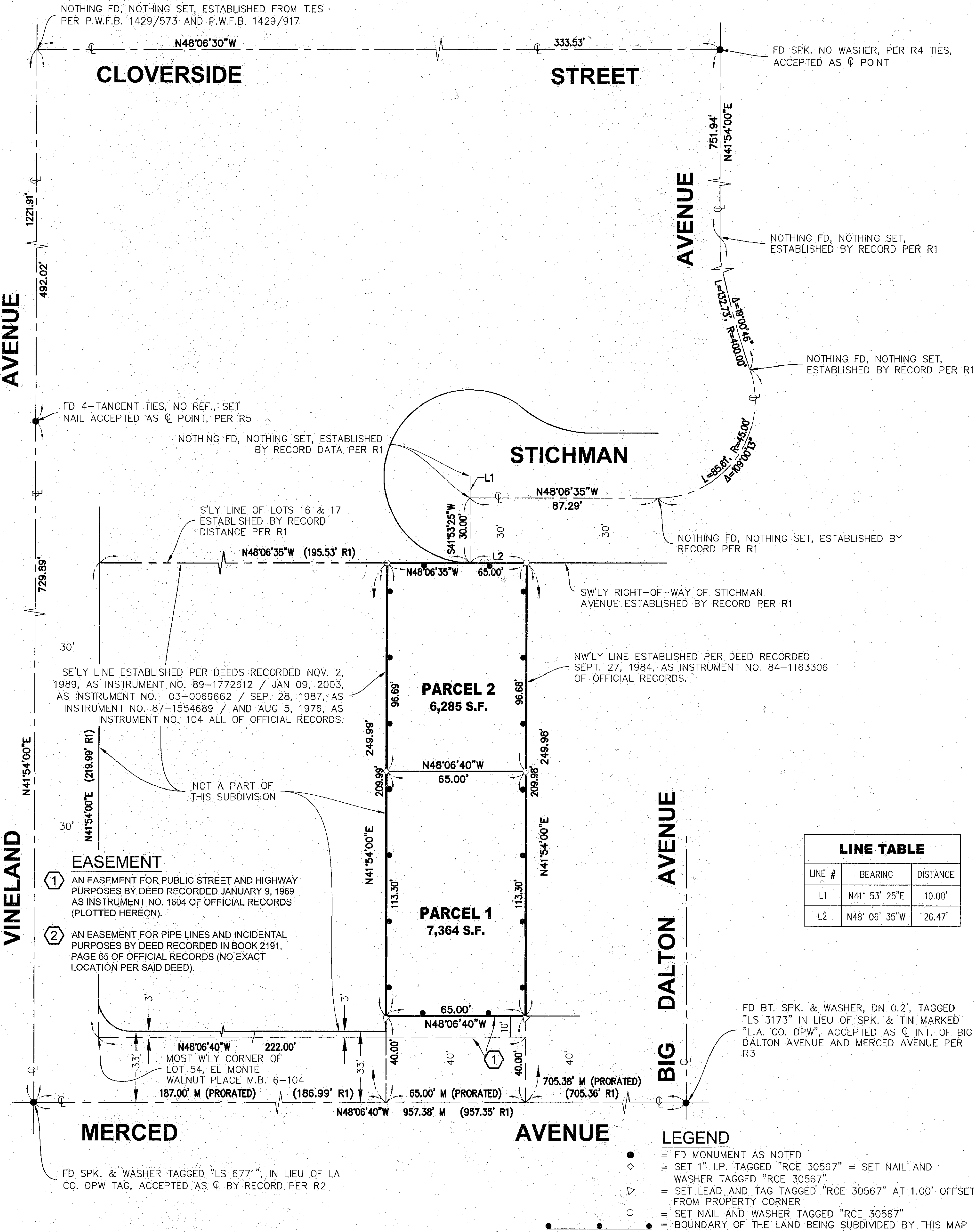


BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING NORTH 41°54'00" EAST OF CENTERLINE OF VINELAND AVENUE PER TRACT NO. 52249 AS PER MAP FILED IN BOOK 1223, PAGES 94 THROUGH 96 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF LOS ANGELES COUNTY.

REFERENCES

- R1 TRACT NO. 52249, M.B. 1223/94-96
- R2 P.W.F.B. 1329/1200
- R3 P.W.F.B. 1329/657A
- R4 P.W.F.B. 1429/669-670
- R5 PARCEL MAP NO. 1146, M.B. 262/47-48
- M MEASURED



RESOLUTION PC 20-01

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BALDWIN PARK APPROVING A TENTATIVE PARCEL MAP TO SUBDIVIDE ONE (1) LOT INTO TWO (2) LOTS TO FACILITATE THE CREATION OF TWO (2) SINGLE FAMILY RESIDENTIAL LOTS WITHIN THE R-1, SINGLE FAMILY RESIDENTIAL ZONE, PURSUANT TO TABLE 152.10 OF THE CITY'S MUNICIPAL CODE (LOCATION: 14319 MERCED AVENUE; APPLICANT: SAMIR KHOURY; CASE NUMBERS: PM-1439).

THE PLANNING COMMISSION OF THE CITY OF BALDWIN PARK DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. The Planning Commission of the City of Baldwin Park does hereby find, determine, and declare as follows:

(a) An application ("Applications") for a development plan, and a tentative parcel map, were submitted on behalf of the owner of certain real property, located at 14319 Merced Avenue in the City of Baldwin Park, described more particularly in the Application on file with the City Planner; and

(b) The Application is sought to allow the approval of a Tentative Parcel map to subdivide one (1) lot into two (2) lots to facilitate the creation of two (2) single family residential lots within the R-1, Single Family Residential Zone, Zone pursuant to Tables 152.10 of the City's Municipal Code; and

(c) That a duly noticed public hearing was held on January 22, 2020 on said Application by the Planning Commission, and based upon evidence presented including applicable staff reports and each member of the Commission being familiar with the property, it was determined that the facts as required by the Baldwin Park Municipal Code for the granting of the Application is present and the Application should be approved; and

(d) Pursuant to the California Environmental Quality Act (CEQA), the proposed project is considered to be exempt Section 15315 (Minor Land Divisions) in that the projects consists of the creation of a one (1) lot subdivision.

(e) Each fact set forth in the staff report dated January 22, 2020 from Ron Garcia, City Planner to the Chair and Planning Commissioners ("Staff Report") is true and correct.

SECTION 2. That the Planning Commission does hereby adopt the following findings applicable to the approval of the tentative parcel map.

a) Adequate systems designed, and constructed to provide all necessary utilities to each lot proposed to be created, including, but not limited to, facilities for water, natural gas, electricity, cable television and telecommunications telephone services.

Comments and conditions have been addressed in the findings and are included, as applicable, as conditions of approval of the tentative parcel map. Additionally, staff includes a general condition of approval that any and all conditions from outside agencies and utility companies shall be met or provided for prior to finalizing the tentative parcel map.

b) An adequate domestic water distribution system designed and constructed to service each lot proposed to be created.

Valley County Water District is the the purveyor in the area and water would be provided to the subject property by Valley County Water District.

c) An adequate sewage system designed and constructed to serve each lot proposed to be created.

The proposed project shall comply with any conditions of approval as imposed by the Sanitation District of Los Angeles County prior to approval of the final map by the City of Baldwin Park.

d) An adequate storm water drainage system designed and constructed to serve each lot proposed to be created.

The Public Works Department conditions of approval require that off-site improvements may be required and may include storm drains. Provided that the applicant meets the conditions of approval for development, there will be adequate storm water drainage for the subject property.

e) An adequate public and/or private street and/or alley system designed and constructed to serve each lot proposed to be created.

The Public Works Department has determined that there is adequate public street system to serve the lot. Conditions of approval require public right-of-way reconstruction of damaged improvements as a result of construction.

f) An adequate traffic regulatory system, including necessary traffic signals, signs, and pavement markings and stripings.

The City's Public Works Department has concluded that the current conditions will provide for an adequate traffic regulatory system.

g) The undergrounding of utilities pursuant to Chapter 97, part 2 (Underground Utility District) of the Municipal Code.

Pursuant to Chapter 97 of the City's Municipal Code all new utilities to the subject property shall be undergrounded. This requirement is also addressed as part of the overall plan check requirements and review of the final map.

h) Any and all other improvements found necessary by the City to provide all services to each lot proposed to be created.

Staff is of the opinion that provided that the applicant obtains approval by the Planning Commission of the Tract Map and meets and/or exceeds the conditions of approval, the new lot would have adequate service and could be subdivided such that the new lot would be consistent with the City's codes.

i) In addition to the improvements as required by the City's Municipal Code and Departments, there are also design requirements for the proposed tentative parcel map that need to be met. Pursuant to Section 152.12 of the City's Municipal Code, the design of the subdivision shall conform to the requirements of this Chapter 152, any and all design requirements set forth in the General Plan, the design and development standards established for the associated zoning district per the Zoning Code, the applicable design guidelines set forth in the Design Guidelines Manual, generally accepted engineering standards, and to such standards required by the City, including, but not limited to, plans for grading and erosion control.

The Planning Division has reviewed the proposed subdivision of the proposed lot meets the minimum development standards contained within the Municipal (Zoning) Code, including, setbacks, density, and height.

Additionally the parcel map is consistent with Goal 2.0 of the Land Use Element of the General Plan which states "*accommodate new development that is compatible with and compliments existing conforming land uses*" as the proposed parcels meet the existing development standards contained in the Code.

The Public Works Department, as part of their comments, has included a requirement for the applicant to submit plans relating to grading and erosion control for review and approval.

SECTION 3. The Application, as herein above described below, and the same is hereby approved subject to the following conditions:

(a) That the property shall be developed and maintained in substantial accordance with Exhibit "A" to the staff report for PM 1439, dated January 22, 2020; and

(b) Applicant shall provide a check in the amount of \$75.00 made payable to the Los Angeles County Clerk for the filing of the Notice of Exemption pursuant to the CEQA Guidelines.

(c) If within two (2) years after the date of approval of PM 1439, all conditions of approval have not been satisfied, then PM 1439 shall become null and void; and

(d) That the applicant shall sign a notarized affidavit within ten (10) days of the date of this resolution stating that the applicant has read and accepts all of the conditions of approval.

(e) That any proposed change to the approved tentative parcel map shall be reviewed by the Planning Division, Public Works, and LA County Fire, and the written authorization of the City Planner shall be obtained prior to implantation.

(f) Comply with the development standards of "Single-Family Residential" (R-1) Zone, and all applicable provisions of the Baldwin Park Municipal Code

(g) Submit fence and wall plan constructed of decorative block or wood for review and approval prior to the issuance of building permits.

(h) Recordation of Final Parcel Map with the Los Angeles County Reorder shall be required prior to issuance of building permits.

(i) Prior to the issuance of building permits, a landscape application along with detailed landscape and irrigation plans in compliance with AB 1881 and Executive Order B-29-15 shall be submitted to and approved by the Planning Division for all planted areas to be affected by project. All installation of landscaping and irrigation shall be completed prior to certificate of occupancy.

Public Works:

1. GENERAL

(j) An Erosion Control Plan shall be submitted concurrently with

the grading plan clearly detailing erosion control measures. These measures shall be implemented during construction. The erosion control plan shall conform to national Pollutant Discharge Elimination System (NPDES) standards and incorporate the appropriate Best Management Practices (BMP's) as specified in the Storm Water BMP Certification. For construction activity which disturbs one acre or greater soil a Storm Water Pollution Prevention Plan (SWPPP) will be needed.

(k) The applicant shall comply with Low Impact Development (LID) requirements to the satisfaction of the City Engineer.

2. SOILS REPORT/GRADING/ RETAINING WALLS

(l) The Owner shall execute and record a covenant agreement to maintain and hold the City harmless for all existing improvements in the public right-of way.

(m) Prior to grading plan submittal, a geotechnical report prepared by a Geotechnical Engineer, licensed by the State of California, shall be submitted by the applicant for approval by the City.

(n) Upon approval of the geotechnical report, the applicant shall submit drainage and grading plans prepared by a Civil Engineer, licensed by the State of California prepared in accordance with the City's requirements for the City's review and approval. A list of requirements for grading plan check is available from the Public Works Department. All grading (cut and fill) calculations shall be submitted to the City concurrently with the grading plan.

(o) All easements and floor hazard areas shall be clearly identified on the grading plan.

(p) The grading plan shall show the location of any retaining walls and the elevations of the top of wall/footing/retaining and the finished grade on both sides of the retaining wall. Construction details for retaining walls shall be shown on the grading plan. Calculations and details of retaining walls shall be submitted to the Building and Safety Division for review and approval.

(q) All equipment staging areas shall be located on the project site. Staging area, including material stockpile and equipment storage area, shall be enclosed within a 6 foot-high chain link fence. All access points in the fenced area shall be locked whenever the construction site is not supervised.

(r) Grading of the subject property shall be in accordance with

the California Building Code, City Grading Ordinance, Hillside Management Ordinance and acceptable grading practices.

(s) All slopes shall be seeded per landscape plan and/or fuel modification plan with native grasses or planted with ground cover, shrubs, and trees for erosion control upon completion of grading or some other alternative method of erosion control shall be completed to the satisfaction of the City Engineer.

(t) Submit a stockpile plan showing the proposed location for stockpile for grading export materials, and the route of transport.

(u) A pre-construction meeting shall be held at the project site with the grading contractor, applicant, and city grading inspector at least 48 hours prior to commencing grading operations.

(v) Rough grade certifications by project soils and civil engineers shall be submitted prior to issuance of building permits for the foundation of the residential structure. Retaining wall permits may be issued concurrently with grading permits.

(w) Final grade certifications by project civil engineers shall be submitted to the Public Works Department prior to the issuance of any project final inspections/certificate of occupancy respectively.

3. DRAINAGE

(x) Detailed drainage system information of the lot with careful attention to any floor hazard area shall be submitted. All drainage/runoff from the development shall be conveyed from the site to the natural drainage course. No on-site drainage shall be conveyed to adjacent parcels, unless that is the natural drainage course.

(y) Prior to the issuance of a grading permit, a complete hydrology and hydraulic study shall be prepared by a Civil Engineer registered in the State of California to the satisfaction of the City Engineer and Los Angeles Public Works Department.

(z) Applicant shall construct a five-foot wide sidewalk (the length of the subject property's frontage) behind the existing curb and a new driveway approach in accordance with current American Public Works Association (APWA) standards. All public improvement shall be approved by the City Engineer, constructed with an encroachment permit and completed prior to final inspection/certificate of occupancy issuance.

(aa) The applicant shall replace and record any centerline ties and monuments that are removed as part of this construction with the Los

Angeles County Public Works Survey Division.

(bb) Prior to the issuance of any permits, the applicant shall provide written permission to the satisfaction of the City from any property owners which will be affected by offsite grading.

(cc) Street improvement plans in a 24" X 36" sheet format, prepared by a registered Civil Engineer, shall be submitted to and approved by the City Engineer. Streets shall not exceed a maximum slope of 12 percent.

4. UTILITIES

(dd) Easements, satisfactory to the City Engineer and the utility companies, for public utility and public services purpose shall be offered and shown on the detailed site plan for dedication to the City or affected utility company.

(ee) Will Serve Letter shall be submitted stating that adequate facilities are or will be available to serve the proposed project shall be submitted to the City from all utilities such as, but not limited to, phone, gas, water electric, and cable.

(ff) Applicant shall relocate and underground any existing on-site utilities to the satisfaction of the City Engineer and the respective utility owner.

(gg) Underground utilities shall not be constructed within the drip line of any mature tree except as approved by a registered arborist.

(hh) Applicant shall obtain connection permit(s) from the City and County Sanitation District prior to issuance of building permits.

5. SEWERS/SEPTIC TANK

(ii) Any homeowner that installs a new septic tank system, repairs, and existing septic tank or adds any plumbing fixture units or bedroom equivalents to the facility served by an existing septic system will need to submit a Notice of Intent (NOI) to the Regional Water Quality Control Board for Waste Discharge Requirements and submit a copy of the send NOI and check to the City. Please refer to City handouts.

(jj) Applicant, at applicant's sole cost and expense, shall construct the sewer system in accordance with the City, Los Angeles County Public Works Division. Sewer plans shall be submitted for review and approval by the City.

(kk) **SEPTIC TANK:** The Applicant shall show septic tanks location, size and details on the plans. The Los Angeles County Health Department, California Water Control Board and the City's Geotechnical Engineer shall approve these plans prior to the issuance of any permits. The property owners shall be required to sign and record the City's Covenant for use of a septic system.

LOS ANGELES COUNTY FIRE:

The fire department recommends clearance of this project to proceed to public hearing as presently submitted with the following conditions of approval.

FINAL MAP CONDITIONS OF APPROVAL

1. Access as noted on the Tentative and the Exhibit Maps shall comply with Title 21 (County of Los Angeles Subdivision Code) and Section 503 of the Title 32 (County of Los Angeles Fire Code), which requires an all-weather access surface to be clear to sky.
2. A copy of the Final Map shall be submitted to the Fire Department for review and approval prior to recordation.
3. Fire hydrant improvement plans shall be submitted to our office for review and approval prior clearance of the Final Map clearance.

PROJECT CONDITIONS OF APPROVAL

1. All proposed future buildings on Parcel 2 shall be places such that the existing access is provided to within 150 feet of all exterior walls of the first story. This measurement shall be by an approved route around the exterior of the building or facility.
2. An approved automatic fire sprinkler system is required for proposed future buildings on Parcel 2.
3. Verification of Fire Flow Form (Form 195) for the new required public fire hydrant shall be provided to the Baldwin Park Building and Safety office for verification prior to building permit issuance.
4. All fire hydrants shall measure 6"x 4"x 2-1/2" brass or bronze, be located to provide a minimum clearance of 3 feet around the fire hydrant, and conform to current AWWA standard C503 or approved equal.
5. The required fire flow for the public fire hydrants for this development can be up to 1250 gallons per minute at 20 psi for a duration of 2 hours, over and above maximum daily domestic demand.
6. Parking shall be restricted adjacent to the required public fire hydrant for a distance of 25 feet on each side, a total of 50 feet. Adequate signage and/or stripping shall be required prior to occupancy.

SECTION 5. The Secretary shall certify to the adoption of this Resolution and forward a copy hereof to the City Clerk and the Applicant.

PASSED AND APPROVED this 22nd day of January, 2020.


CHRISTOPHER SAENZ, CHAIR PRO-TEM
BALDWIN PARK PLANNING COMMISSION

ATTEST:

STATE OF CALIFORNIA }
COUNTY OF LOS ANGELES } ss.
CITY OF BALDWIN PARK }

I, RON GARCIA, Secretary of the Baldwin Park Planning Commission, do hereby certify that the foregoing Resolution No. PC 20-01 was duly and regularly approved and adopted by the Planning Commission at a regular meeting thereof, held on the 22nd day of January, 2020 by the following vote:

AYES: COMMISSIONERS: Garrido, Flores, Saenz
NOES: COMMISSIONERS: _____
ABSTAIN: COMMISSIONERS: _____
ABSENT: COMMISSIONERS: _____


Ron Garcia
BALDWIN PARK PLANNING COMMISSION

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Sam Gutierrez, Director of Public Works
DATE: September 2, 2020
SUBJECT: Approve Memorandum of Understanding with the Los Angeles County Metropolitan Transportation Authority (LACMTA) to Receive National Transit Database Reporting Funds for Transit Services for Years 2017 and 2018

SUMMARY

This report seeks Council consideration for the approval of a Memorandum of Understanding (MOU) with the Los Angeles County Metropolitan Transportation Authority (LACMTA) in order for the City of Baldwin Park to receive Proposition A Discretionary Incentive funds in the amounts of \$90,164 for reporting year 2017 and \$90,597 for year 2018 for participating in MTA's National Transit Database (NTD) reporting of Baldwin Park's Transit Services to the Federal Transportation Authority (FTA).

RECOMMENDATION

It is recommended that the City Council approve the Memorandum of Understanding (MOU) with the Los Angeles County MTA and authorize the Mayor to execute said agreements.

FISCAL IMPACT

There is no impact to the General Fund. The City will receive total in the amount of \$180,761 (\$90,164 for 2017 and \$90,597 for 2018) from MTA as Proposition "A" Discretionary revenue. These restricted funds are used to offset the costs of operating the City's Transit Services Program.

BACKGROUND

The City of Baldwin Park voluntarily reports annual city transit program ridership and service miles statistics to MTA. The data includes annual costs, revenue, number of passengers, and services provided through the Baldwin Park Transit Program. MTA's collected data from each operator generates additional Federal Section 5307 capital funds to the County of Los Angeles regionally.

On June 21, 2018, LACMTA approved the Fiscal Year 2018-19 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2016-17. On June 20, 2019, LACMTA approved the Fiscal Year 2019-20 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2017-18. The City has voluntarily submitted NTD data to LACMTA, for Fiscal Years 2016-17 and 2017-18 which successfully passed independent audits without findings.

DISCUSSION

The City of Baldwin Park receives funds for its NTD reporting based on the same formula that the FTA uses to reimburse LACMTA. The Federal process for reviewing the data creates a two-year lag between data submittal and fund disbursements. This year, however, the City received two (2) MOU's for reporting years 2017 and 2018 to prevent a three-year lag in the FTA review process. NTD Funds will be applied as revenue in FY2020-21.

LEGAL REVIEW

None required.

ATTACHMENTS

1. MTA MOU (MOUPAIBALP19000)
2. MTA MOU (MOUPAIBALP20000)

**PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR COLLECTING AND REPORTING DATA FOR THE
NATIONAL TRANSIT DATABASE
FOR REPORT YEAR 2017**

This Memorandum of Understanding (MOU) is entered into as of July 1, 2019 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Baldwin Park (the "City").

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its June 21, 2018 meeting, LACMTA approved the Fiscal Year FY 2018-19 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2016-17; and

WHEREAS, the City has been a participant in LACMTA's Consolidated National Transit Database (NTD) Reporters Random Sampling Program for FY 2016-17 and has voluntarily submitted NTD data to the LACMTA for FY 2016-17 which successfully passed independent audit without findings; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2016-17 Report Year (the "Project"); and

WHEREAS, on April 9, 2019, the Federal Transit Administration (FTA) published in the Federal Register the FY 2018-19 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

ARTICLE 1. TERM

- 1.0 This Memorandum of Understanding ("MOU") will be in effect from **July 1, 2019**, through **June 30, 2023** at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

- 2.0 To receive payment for the submittal of the FY 2016-17 NTD statistics, the City warrants that it:
- A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics including all audit requirements;
 - B. Prepared and submitted the FY 2016-17 **ANNUAL NTD REPORT** of the City's fixed-route and/or demand response transit service to the LACMTA on or before October 31, 2018;

ARTICLE 3. PAYMENT OF FUNDS TO CITY

- 3.0 LACMTA shall pay the City for collecting and reporting FY 2016-17 NTD statistics. LACMTA shall pay the City for submitting the FY 2016-17 **ANNUAL NTD REPORT** for the applicable transit services as follows:

MOTOR BUS SERVICE

For City's motor bus service, LACMTA shall pay an amount equal to the 173,323 revenue vehicle miles reported by the City multiplied by the FTA unit value of \$0.4239291 per revenue vehicle mile. See Attachment A for detail.

DIAL-A-RIDE SERVICE

For City's dial-a-ride service, LACMTA shall pay an amount equal to the 36,327 revenue vehicle miles reported by the City multiplied by the FTA unit value of \$0.4239291 per revenue vehicle mile. See Attachment A for detail.

- 3.1 The City shall submit one invoice to LACMTA prior to **June 30, 2023**, in the amount of **\$90,164** in order to receive its payment described above.

3.2 INVOICE BY CITY:

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
accountspayable@metro.net

Re: LACMTA MOU# MOUPAIBALP19000 M.S. Chelsea Meister (99-4-3)

ARTICLE 4. CONDITIONS

- 4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.
- 4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.
- 4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.
- 4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.
- 4.4 These expenditures will be subject to AUDIT as part of LACMTA's annual Consolidated Audit.

ARTICLE 5. REMEDIES

- 5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

ARTICLE 6. MISCELLANEOUS

- 6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.
- 6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

ARTICLE 7. CONTACT INFORMATION

7.0 LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Chelsea Meister (99-4-3)

7.1 City's Address:
Baldwin Park
14403 E. Pacific Ave.
Baldwin Park, CA 91706
Attn: David Lopez
dlopez@baldwinpark.com

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:

Los Angeles County Metropolitan
Transportation Authority

City of Baldwin Park

Mayor/City Manager

By: _____

PHILLIP A. WASHINGTON
Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____

Legal Counsel

By:  _____
Deputy

Date: _____

Date: 3/16/2020

ATTACHMENT A
LACMTA Voluntary NTD Reporting Program for FY17
Using FY19 FTA Formula Programs Apportionment Data Values

Jurisdiction	MODE	Number of Vehicles in Operation	Total Vehicle Revenue Miles	\$ from VRM	Tier II Operator Deduction	Total (\$ Due to Jurisdiction)
Alhambra	MB	9	69,198	29,759.94		29,760
Alhambra	DR	8	162,154	69,737.47		69,737
Artesia	DR (DT)	5	11,575	4,978.05		4,978
Azusa	DR	6	94,149	40,490.60		40,491
Baldwin Park	MB	6	173,323	74,540.91		74,541
Baldwin Park	DR	2	36,327	15,623.13		15,623
Bell	MB	1	34,565	14,865.35		14,865
Bell	DT	5	22,722	9,772.04		9,772
Bell	DR	3	16,819	7,233.34		7,233
Bellflower	MB	2	73,667	31,681.92		31,682
Bellflower	DR	2	31,669	13,619.87		13,620
Bell Gardens	MB	3	96,701	41,588.14		41,588
Bell Gardens	DR	3	52,562	22,605.31		22,605
Burbank	MB	14	311,638	134,025.96	(18,646)	115,380
Calabasas	MB	11	140,038	60,226.05		60,226
Calabasas	DR	1	14,574	6,267.83		6,268
Carson	MB	7	349,898	150,480.41		150,480
Carson	DT	8	96,771	41,618.24		41,618
Cerritos	MB	5	175,131	75,318.48		75,318
Cerritos	DT	10	53,855	23,161.39		23,161
Compton	DR	2	24,508	10,540.14		10,540
Compton	MB	5	129,242	55,583.03		55,583
Covina	DR	4	55,544	23,887.77		23,888
Cudahy	MB	1	34,129	14,677.84		14,678
Cudahy	DT	5	7,305	3,141.66		3,142
Downey	MB	6	139,422	59,961.13		59,961
Downey	DR	10	80,871	34,780.14		34,780
Duarte	MB	2	82,183	35,344.39		35,344
El Monte	MB	7	264,834	113,896.99		113,897
El Monte	DR	6	81,567	35,079.47		35,079
Glendora	MB	3	81,576	35,083.34		35,083
Glendora	DR	9	99,573	42,823.30		42,823
Huntington Park	MB		DID NOT REPORT IN FY17			
Huntington Park	DT		DID NOT REPORT IN FY17			
LACDPWAvocado	MB	1	38,720	16,652.29		16,652
LACDPWELA	MB	6	248,495	106,870.09		106,870
LACDPWELA	DR	7	78,968	33,961.72		33,962
LACDPWEast Valinda	MB	1	44,801	19,267.54		19,268
LACDPWKing Medical	MB	1	18,244	7,846.19		7,846
LACDPWWillowbrook Shuttle	MB	2	37,865	16,284.58		16,285
LACDPWS.Whittier	MB	4	203,122	87,356.55		87,357
LACDPWAthens	MB	1	38,450	16,536.17		16,536
LACDPWLennox	MB	1	30,572	13,148.08		13,148
LACDPWFloranceFirestone	MB	2	57,249	24,621.04		24,621
Lawndale	MB	2	80,762	34,733.26		34,733
Lynwood	MB	4	139,584	60,030.80		60,031
Malibu	DT	9	52,385	22,529.18		22,529
ManhattanBeach	DR	4	40,981	17,624.67		17,625
Maywood	MB	2	29,551	12,708.98		12,709
Maywood	DR	2	20,943	9,006.94		9,007
MontereyPark	MB	6	222,956	95,886.55		95,887
MontereyPark	DR	3	25,179	10,828.72		10,829
Pico Rivera	DR	3	27,586	11,863.89		11,864
Rosemead	MB	2	114,471	49,230.47		49,230
Rosemead	DR	3	39,195	16,856.57		16,857
Santa Fe Springs	DR	2	12,748	5,482.52		5,483
South Gate	MB	5	175,994	75,689.63		75,690
South Gate	DT	9	178,731	76,866.73		76,867
SouthPasadena	DR	5	33,925	14,590.10		14,590
WestCovina	MB	4	167,897	72,207.36		72,207
WestCovina	DR	4	69,592	29,929.39		29,929
West Hollywood	MB	4	103,769	44,627.87		44,628
Total		270	5,327,056	2,291,004	(18,646)	2,272,357
FY19 Revenue Mile Rate		0.430069369				

ATTACHMENT A
LACMTA Voluntary NTD Reporting Program for FY '20
Using FY '18 FTA Formula Programs Apportionment Data Unit Values

Jurisdiction	MODE	Number of Vehicles in Operation	Total Vehicle Revenue Miles	Total Vehicle Revenue Hours	Total Passenger Miles	Total Operating Costs	\$ from VRM	\$ from OPCOST	Total Generated	Tier II Operator Deduction	Total (\$ Due to Jurisdiction)
Glendale	MB	28	719,209	80,357	3,300,627	6,933,059	309,309.76	22,024	\$ 331,334	(45,590)	285,744
Pasadena	MB		672,330	63,393	2,749,102	4,869,162	289,148.54	21,755	\$ 310,903	(42,759)	268,144
LADOT COMMUNITY DASH	MB	170	2,686,782	286,342	14,152,044	31,305,519	1,155,503	89,669	\$ 1,245,171	(186,479)	1,058,692
LADOT DEPARTMENT OF AGING	DR	86	423,604	57,022	536,982	4,200,405	182,179	962	\$ 183,141		183,141
Total LADOT		256	3,110,386	343,364	14,689,026	35,505,924	1,337,682	90,631	\$ 1,428,313		1,241,834
Total NTD 9166 Funds		290	4,642,895	497,800	20,958,090	48,368,020	1,996,767	135,045	\$ 2,131,812	(274,828)	1,856,984

FY19 Revenue Mile Rate 0.4300694 *

FY19 Passenger Mile Rate 0.0140160

**PROPOSITION A DISCRETIONARY INCENTIVE GRANT PROGRAM
MEMORANDUM OF UNDERSTANDING
FOR COLLECTING AND REPORTING DATA FOR THE
NATIONAL TRANSIT DATABASE
FOR REPORT YEAR 2018**

This Memorandum of Understanding (MOU) is entered into as of May 1, 2020 by and between Los Angeles County Metropolitan Transportation Authority ("LACMTA") and the City of Baldwin Park (the "City").

WHEREAS, on November 14, 1980, the voters of the County of Los Angeles approved by majority vote Proposition A, an ordinance establishing a one-half percent sales tax for public transit purposes; and

WHEREAS, at its September 26, 2001 meeting, the LACMTA authorized payment of Proposition A Discretionary Incentive funds to each participating agency in an amount equal to the Federal funds generated for the region by each agency's reported data; and

WHEREAS, at its June 20, 2019 meeting, LACMTA approved the Fiscal Year FY 2019-20 transit fund allocations, which included funds to make payments to all cities that voluntarily reported NTD data for FY 2017-18; and

WHEREAS, the City has voluntarily submitted their FY2017-18 data to the National Transit Database (NTD) and have successfully met all NTD and Federal Transit Administration (FTA) requirements in order to generate Federal 5307 funds for the Los Angeles County region; and

WHEREAS, the City has requested funds under the Proposition A Discretionary Incentive Program for collecting and reporting data for the NTD from the FY 2017-18 Report Year (the "Project"); and

WHEREAS, on February 9, 2020, the Federal Transit Administration (FTA) published in the Federal Register the FY 2019-20 Apportionments, Allocations, and Program Information including unit values for the data reported to the NTD; and

WHEREAS, the parties desire to agree on the terms and conditions for payment for the Project.

NOW, THEREFORE, LACMTA and the City hereby agree to the following terms and procedures:

ARTICLE 1. TERM

- 1.0 This Memorandum of Understanding ("MOU") will be in effect from May 1, 2020, through June 30, 2023 at which time all unused funds shall lapse.

ARTICLE 2. STANDARDS

- 2.0 To receive payment for the submittal of the FY 2017-18 NTD statistics, the City warrants that it:
- A. Adhered to the Federal Guidelines for collecting and Reporting NTD statistics including all audit requirements;
 - B. Prepared and submitted the FY 2017-18 **ANNUAL NTD REPORT** of the City's fixed-route and/or demand response transit service to the LACMTA on or before October 31, 2018;

ARTICLE 3. PAYMENT OF FUNDS TO CITY

- 3.0 LACMTA shall pay the City for collecting and reporting FY 2017-18 NTD statistics. LACMTA shall pay the City for submitting the FY 2017-18 **ANNUAL NTD REPORT** for the applicable transit services as follows:

MOTOR BUS SERVICE

For City's motor bus service, LACMTA shall pay an amount equal to the 170,315 revenue vehicle miles reported by the City multiplied by the FTA unit value of \$0.438026446 per revenue vehicle mile. See Attachment A for detail.

DIAL-A-RIDE SERVICE

For City's dial-a-ride service, LACMTA shall pay an amount equal to the 36,514 revenue vehicle miles reported by the City multiplied by the FTA unit value of \$0.438026446 per revenue vehicle mile. See Attachment A for detail.

- 3.1 The City shall submit one invoice to LACMTA prior to **June 30, 2023**, in the amount of **\$90,597** in order to receive its payment described above.

3.2 INVOICE BY CITY:

Send invoice with supporting documentation to:

Los Angeles County Metropolitan Transportation Authority
Accounts Payable
P. O. Box 512296
Los Angeles, CA 90051-0296
accountspayable@metro.net

Re: LACMTA MOU# MOUPAIBALP20000 M.S. Chelsea Meister (99-4-3)

ARTICLE 4. CONDITIONS

- 4.0 The City agrees to comply with all requirements specified by the FTA guidelines for reporting NTD statistics.
- 4.1 The City understands and agrees that LACMTA shall have no liability in connection with the City's use of the funds. The City shall indemnify, defend, and hold harmless LACMTA and its officers, agents, and employees from and against any and all liability and expenses including defense costs and legal fees and claims for damages of any nature whatsoever, arising out of any act or omission of the City, its officers, agents, employees, and subcontractors in performing the services under this MOU.
- 4.2 The City is not a contractor, agent or employee of LACMTA. The City shall not represent itself as a contractor, agent or employee of LACMTA and shall have no power to bind LACMTA in contract or otherwise.
- 4.3 The City agrees that expenditure of the Proposition A Discretionary Incentive funds will be used for projects that meet the eligibility, administrative, audit and lapsing requirements of the Proposition A and Proposition C Local Return guidelines most recently adopted by the LACMTA Board.
- 4.4 These expenditures will be subject to AUDIT as part of LACMTA's annual Consolidated Audit.

ARTICLE 5. REMEDIES

- 5.0 LACMTA reserves the right to terminate this MOU and withhold or recoup funds if it determines that the City has not met the requirements specified by the FTA for collecting and submitting NTD statistics through LACMTA.

ARTICLE 6. MISCELLANEOUS

- 6.0 This MOU constitutes the entire understanding between the parties, with respect to the subject matter herein.
- 6.1 The MOU shall not be amended, nor any provisions or breach hereof waived, except in writing signed by the parties who agreed to the original MOU or the same level of authority.

ARTICLE 7. CONTACT INFORMATION

7.0 LACMTA's Address:
Los Angeles County Metropolitan Transportation Authority
One Gateway Plaza
Los Angeles, CA 90012
Attention: Chelsea Meister (99-4-3)

7.1 City's Address:
Baldwin Park
14403 E. Pacific Ave.
Baldwin Park, CA 91706
Attn: David Lopez
dlopez@baldwinpark.com

IN WITNESS WHEREOF, the City and LACMTA have caused this MOU to be executed by their duly authorized representatives on the date noted below:

CITY:

City of Baldwin Park

Los Angeles County Metropolitan
Transportation Authority

Mayor/City Manager

By: _____
PHILLIP A. WASHINGTON
Chief Executive Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

MARY C. WICKHAM
County Counsel

By: _____
Legal Counsel

By: 
Deputy

Date: _____

Date: 5/20/2020

ATTACHMENT A
 LACMTA Voluntary NTD Reporting Program for FY '20
 Using FY '18 FTA Formula Programs Apportionment Data Unit Values

Jurisdiction	MODE	Number of Vehicles in Operation	Total Vehicle Revenue Miles	Total Vehicle Revenue Hours	Total Passenger Miles	Total Operating Costs	\$ from VRM	\$ from OPCOST	Total Generated	Tier II Operator Deduction	Total (\$ Due to Jurisdiction)
Glendale	MB	28	719,209	80,357	3,300,627	6,933,059	315,032.56	24,708	\$ 339,741	(47,837)	291,904
Pasadena	MB	19	672,330	63,393	2,749,102	4,869,162	294,488.32	24,406	\$ 318,905	(44,903)	274,001
LADOT COMMUNITY DASH	MB	169	2,594,003	285,403	14,502,162	34,519,839	1,136,242	95,802	\$ 1,232,044	(173,478)	1,058,566
LADOT DEPARTMENT OF AGING	DR	88	418,923	56,548	531,535	4,319,733	183,499	1,028	\$ 184,528		184,528
Total LADOT		257	3,012,826	341,951	15,033,697	38,839,672	1,319,741	96,830	\$ 1,416,572		1,243,084
Total NTD 9166 Funds		310	4,545,435	496,387	21,302,761	51,701,668	1,991,021	146,659	2,137,680	(266,219)	1,871,461

FY20 Revenue Mile Rate
 0.4380264
 FY20 Passenger Mile Rate
 0.0157245

ATTACHMENT A
LACMTA Voluntary NTD Reporting Program for FY20
Using FY18 FTA Formula Programs Apportionment Data Values

Jurisdiction	MODE	Number of Vehicles in Operation	Total Vehicle Revenue Miles	\$ from VRM	Tier II Operator Deduction	Total (\$)/Due to Jurisdiction
Alhambra	MB	9	165,419	72,457.90		72,458
Alhambra	DR	8	102,289	44,805.29		44,805
Artesia	DR (DT)	5	13,018	5,702.23		5,702
Azusa	DR	6	95,307	41,746.99		41,747
Baldwin Park	MB	6	170,315	74,602.47		74,602
Baldwin Park	DR	2	36,514	15,994.10		15,994
Bell	MB	1	33,467	14,659.43		14,659
Bell	DT	5	23,395	10,247.63		10,248
Bell	DR	3	10,366	4,540.58		4,541
Bellflower	MB	2	72,453	31,736.33		31,736
Bellflower	DR	2	28,718	12,579.24		12,579
Bell Gardens	MB	3	96,419	42,234.07		42,234
Bell Gardens	DR	3	52,500	22,996.39		22,996
Burbank	MB	14	309,680	135,648.03	(19,100)	116,548
Calabasas	MB	11	145,520	63,741.61		63,742
Calabasas	DR	1	16,517	7,234.88		7,235
Carson	MB	7	345,915	151,519.92		151,520
Carson	DT	8	94,330	41,319.03		41,319
Cerritos	MB	5	174,367	76,377.36		76,377
Cerritos	DT	10	62,183	27,237.80		27,238
Compton	MB	5	129,233	56,607.47		56,607
Compton	DR	2	21,230	9,299.30		9,299
Covina	DR	4	58,773	25,744.13		25,744
Cudahy	MB	1	34,548	15,132.94		15,133
Cudahy	DT	5	17,248	7,555.08		7,555
Downey	MB	6	115,807	50,726.53		50,727
Downey	DR	10	75,729	33,171.30		33,171
Duarte	MB	2	81,471	35,686.45		35,686
El Monte	MB	7	248,237	108,734.37		108,734
El Monte	DR	6	79,335	34,750.83		34,751
Glendora	MB	3	89,070	39,015.02		39,015
Glendora	DR	10	117,169	51,323.12		51,323
Huntington Park	MB		DID NOT REPORT FOR FY18			
Huntington Park	DT		DID NOT REPORT FOR FY18			
LACDPWAvocado	MB	1	39,169	17,157.06		17,157
LACDPWELA	MB	6	248,646	108,913.52		108,914
LACDPWELA	DR	7	78,793	34,513.42		34,513
LACDPWEast Valinda	MB	1	43,863	19,213.15		19,213
LACDPWKing Medical	MB	1	34,782	15,235.44		15,235
LACDPWWillowbrook Shuttle	MB	2	78,299	34,297.03		34,297
LACDPWS.Whittier	MB	4	210,244	92,092.43		92,092
LACDPWAthens	MB	1	37,312	16,343.64		16,344
LACDPWLennox	MB	1	29,651	12,987.92		12,988
LACDPWFioranceFirestone	MB	2	56,647	24,812.88		24,813
Lakewood	DR	14	81,479	35,689.96		35,690
Lawndale	MB	2	77,378	33,893.61		33,894
Lynwood	MB	4	134,510	58,918.94		58,919
Malibu	DT	9	53,514	23,440.55		23,441
ManhattanBeach	DR	4	42,535	18,631.45		18,631
Maywood	MB	2	32,140	14,078.17		14,078
Maywood	DR	2	23,820	10,433.79		10,434
MontereyPark	MB	6	224,033	98,132.38		98,132
MontereyPark	DR	3	25,428	11,138.14		11,138
Pico Rivera	DR	3	21,737	9,521.38		9,521
Rosemead	MB	2	115,949	50,788.73		50,789
Rosemead	DR	3	42,854	18,771.19		18,771
Santa Fe Springs	DR	2	13,166	5,767.06		5,767
South Gate	MB	5	176,395	77,265.67		77,266
South Gate	DT	9	185,992	81,469.41		81,469
SouthPasadena	DR	5	36,012	15,774.21		15,774
WestCovina	MB	4	164,341	71,985.70		71,986
WestCovina	DR	4	67,766	29,683.30		29,683
West Hollywood	MB	4	104,163	45,626.15		45,626
Total		285	5,492,997	2,406,078	(19,100)	2,386,978
FY20 Revenue Mile Rate		0.438026446				

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Sam Gutierrez, Director of Public Works
DATE: September 2, 2020
SUBJECT: Accept Completed Improvements and Authorize the Filing of a Notice of Completion for City Project No. CIP 20-22 – Maine Avenue Complete Street Improvements Ph.1B between Arrow Highway and Olive Street

SUMMARY

This report seeks City Council consideration for acceptance of project improvements for City Project No. CIP 20-22 – Maine Avenue Complete Streets Improvements Ph. 1B and authorize the filing of a Notice of Completion (NOC) with the LA County Recorder's Office. This action will also close the contract and authorize the release of retention funds. This project is the second phase of the City's first "Complete Streets" project along Maine Avenue between Los Angeles Street and Arrow Highway. Phase 1B focused on Safe Route to School (SRTS) improvements between Olive Street and Arrow Highway consisting of sidewalk extensions, bulb-outs, ADA curb ramps, high-visibility crosswalks and Class II Bike Lanes. The project also included construction of landscaped rain gardens, catch basin relocations, roadway resurfacing, drought-tolerant landscaping and solar-powered smart irrigation system.

RECOMMENDATION

Staff recommends that the City Council:

1. Accept the construction improvements by Gentry Brothers, Inc. and authorize the recordation of a Notice of Completion for City Project No. CIP 20-022; and
2. Authorize the Director of Finance to appropriate \$20,500.43 from fund 256 to Account No. 256-50-520-58100-15698 for Consultant Services cost related for federal project close-out; and
3. Authorize the release of retention funds in the amount of \$76,995.61 to Gentry Brothers, Inc. upon the expiration of 35-day notice period.

FISCAL IMPACT

There is no impact to the General Fund. Although the project was budgeted and constructed in the previous fiscal year (FY 2019-20), an appropriation of \$20,500 for the current fiscal year (FY2020-21) is requested for consultant services associated with federal project close-out cost. The following table summarizes the approved funds and construction expenditures for the project:

Approved Budget		Amount
FY2019-20 CIP 20-22	SB – Fund # 256-50-520-58100-15698	\$750,000.00
	Measure R Local Return – Fund # 254-50-520-58100-15698	\$74,500.00
	Federal Grant Fund – Fund # 270-50-520-58100-15698	\$1,160,000.00
Total Funding		\$1,984,500.00
Appropriate		Amount
From: Fund # 256 (SB1)	To: Account # 256-50-520-58100-15698	\$20,500.43
Total Appropriation		\$20,500.43

Construction Costs	Amount
Construction Contract Amount (including Change Orders/ Credit)	\$1,539,912.08
Construction Engineering and Materials Testing	\$180,843.00
Total Construction Costs	\$1,720,755.08

BACKGROUND

The City received its first grant for improvements along Maine Avenue and in line with the Complete Streets Policy in October 2011. The Grant was in the amount of \$1,000,000 and included pedestrian and bicycle safety improvements through the Federal Safe Routes to School (SRTS) Program.

On January 19, 2017, the California Transportation Commission (CTC) approved the allocation of the ATP Grant Funds. This action also set the timeline for completion of the improvements and required that construction commence within six (6) months of CTC approval. Due to the complex and strenuous federal approval process, the City did not obtain Federal construction authorization for the SRTS portion of the project in time to meet the ATP deadline. In an effort to meet this requirement and avoid losing funds, staff separated the project into two (2) phases – Phases 1A and 1B.

On January 30, 2018 City Council awarded a construction contract to Los Angeles Engineering, Inc. (LAE) for Maine Avenue Complete Street Phase 1A construction from Los Angeles Street to Olive Street. The contract was negotiated and was reduced in scope to fit the budget. The remaining scope was moved to Phase 1B. On March 6, 2019, City Council accepted and authorized the filling of a Notice of Completion for Phase 1A.

On February 19, 2020 City Council awarded a construction contract to Gentry Brothers, Inc., of Irwindale CA in the amount of \$1,715,418.60 for Maine Avenue Complete Street Phase 1B construction from Olive Street to Arrow Highway. In addition, City Council authorized the approval of request for services (RFS) to Infrastructure Engineers in the amount of \$180,843 for construction management, funds administration and materials testing.

DISCUSSION

This Project continued improvements completed in Phase 1A consisting of the construction of SRTS the installation of ADA compliant improvements including sidewalks, curb extensions bulb-out and access ramps), installation of dedicated Class II bike lanes, stormwater quality improvements (i.e. rain gardens), street landscape and irrigation improvements and roadway resurfacing. Additionally, the project included the installation of detectable warning surfaces where needed, planting trees and installation of bus stop amenities such as bus shelters and trash receptacles. Related and appurtenant work includes construction surveying, adjusting of sewer, storm drain, adjustment of utility covers to finished grade, and traffic control.

The total construction cost of the project is \$1,539,912.08 which includes several changes addressing unforeseen and additional work items to complete the project. Change orders were executed for the installation of a main water line, shut off valves including residential services, installation of additional irrigation system, and striping and markings.

A 50/50 shared cost agreement with Valley County Water District (VCWD) was approved in the amount of \$35,000 for the installation of the main water line.

To complete the federal project close-out, a request for an appropriation is requested in the amount of \$20,500 to cover the consultant services costs associated with the completion of the final report and preparation and submittal of request for reimbursement of grant related expenditures to Caltrans. The

funds can be re-appropriated from the balance of the project's unspent budget. Staff recommends that the City Council approve the appropriation, accept the improvements and authorize staff to file a Notice of Completion.

LEGAL REVIEW

None Required.

ATTACHEMENTS

1. Notice of Completion

RECORDING REQUESTED BY:

CITY OF BALDWIN PARK

When Recorded Return To:

Name: CITY OF BALDWIN PARK

Address: 14403 East Pacific Avenue

Baldwin Park, CA 91706

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: N/A

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN THAT:

1. A certain work of improvement on the property hereinafter described and known as: **City Project No. CIP 20-022, Maine Avenue Complete Streets Improvements, Phase 1B** for the City of Baldwin Park and was **ACCEPTED** by the City Council on: **September 2, 2020.**
2. The FULL NAME of the OWNER is **City of Baldwin Park**
3. The FULL ADDRESS of the OWNER is **14403 E. Pacific Avenue, Baldwin Park, CA 91706**
4. A work of improvement on the property hereinafter described was COMPLETED on **August 28, 2020**
5. The work of improvement completed is described as follows: **Maine Avenue Complete Streets Improvements, Phase 1B, Project No. CIP 20-022**
6. THE NAME OF THE ORIGINAL CONTRACTOR, if any, for such work of improvement is **Gentry Brothers, Inc.**
7. The street address or location of said property is **Maine Avenue from Arrow Highway to Olive Street in the City of Baldwin Park**

The undersigned, being duly sworn, is the Public Works for the City of Baldwin Park, makes this verification on behalf of said entity, has read the foregoing and knows the contents thereof, and that the facts stated herein are true.

By: _____
David Lopez, Associate Engineer

By: _____
John Beshay, Engineering Manager

Date: _____

I certify (or declare) under penalty of perjury that the foregoing is true and correct.

Date

Signature Sam Gutierrez, Director of Public Works

City of Baldwin Park, City Hall

Place of Execution

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Shannon Yauchzee, CEO
DATE: September 2, 2020
SUBJECT: Update on the State Controllers Report Action Items

SUMMARY

This provides the City Council an ongoing update and follow up on action items from the State Controllers report.

RECOMMENDATION

Staff recommends that the City Council receive and file this informational report.

FISCAL IMPACT

There are no fiscal impacts.

BACKGROUND

The City of Baldwin Park responded to comments by the State Controllers Office. Out of eleven (11) comments all but three (3) had been resolved by policy or procedures already in place or no action was required. Of the three (3) remaining items, item 2 is now resolved as Public Works has resumed quarterly reports. Items 3 and 6 have been updated with timelines to bring back updated personnel rules and purchasing ordinance to City Council for review. Staff will continue to minor these items and bring back updates as needed.

ALTERNATIVES

There are no alternatives the report is informational only.

LEGAL REVIEW

None is required.

ATTACHMENT

1. SCO Matrix

SCO Review Matrix Follow Up

Finding	Follow up	Comments
Item 1: Expenditures of over \$500,000 on an engineering project (Civic Center Park) that was discontinued.	No Further Action required.	
Item 2: Oversight for on-call service accounts	The City Council will be provided quarterly reports pertaining to Capital projects and on-call services. Quarterly reports are ongoing. No Further action required.	Public Works has resumed Quarterly Reports.
Item 3: Competitive procurement process for service contracts. Recommendation to comply with its Municipal Code pertaining to competitive procurement; and Adopt a strict policy pertaining to sole-source vendors to ensure that requirements to use a competitive procurement process are not circumvented.	No Further Action – The City is already enforcing a strict policy pertaining to sole source vendors. We recommend the City amend and update its Municipal Code pertaining to competitive procurement of professional services.	FIN to research alternative purchasing codes for professional services. Draft by October, to City Council study session by November 2020.
Item 4: Possible inflation of a city official's pension. The SCO quotes a State Law that limits employee increases	Staff will consult PERS again in regards to the government code quoted. Completed, no further action required.	HR to contact PERS by the end of July 2020. Update 7-29-2020 CalPERs confirmed that the city did not do anything wrong and that we were in compliance with their rules, laws and regulations.
Item 5: Absence of a \$3.4 million contract in budget	None, a procedure has already been put in place to ensure that all capital project and new appropriations approved during the year will be added as amended budget items.	
Finding	Follow up	Comments
Item 6: Outdated accounting and personnel	The City will continue to update policies and manuals and disseminate the	This is an ongoing process with FIN. HR to update personnel rules. The

manuals.	information.	timeline to update the personnel rules is to research and redline changes by October 2020. Meet and Confer with the unions in November to December 2020. City Council approval January or February 2021.
Item 7: Need to improve segregation of duties for check handling	Nothing Further – The City has already implemented new procedures and updated policies.	
Item 8: Lack of itemized receipts for city-issued credit card purchases	Nothing Further – The City has already implemented these procedures and updated policies.	
Item 9: Lack of timely bank reconciliations	Nothing Further – The City has already implemented new procedures and updated policies.	
Item 10: Lack of annual employee performance evaluations	No Further Action – We concur that evaluations should be done in a timely manner. Reports are now sent to Directors quarterly indicating to them which evaluations are outstanding.	
Item 11: Lack of Control over purchase approvals	No Further Action Required – We have already put into place internal controls to properly monitor adherence to the City policies requiring pre-authorization of purchases; and ensure that City employees follow purchasing policy and requirements.	

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Benjamin Martinez, Community Development Director
Shannon Yauchzee, Chief Executive Officer
DATE: September 2, 2020
SUBJECT: Adopt Resolution Approving the Baldwin Park Resident Owned Utility District Integrated Resource Plan

SUMMARY

This report seeks City Council adoption of Resolution No. 2020-043 approving the Baldwin Park Resident Owned Utility District Integrated Resource Plan.

RECOMMENDATION

Staff recommends that Council adopt Resolution No. 2020-043 Entitled: " RESOLUTION OF THE CITY OF BALDWIN PARK, CALIFORNIA, APPROVING THE BALDWIN PARK RESIDENT OWNED UTILITY DISTRICT INTEGRATED RESOURCE PLAN."

FISCAL IMPACT

None.

BACKGROUND

The City's Community Choice Aggregation (CCA) Program, Baldwin Park Resident Owned Utility District (B-PROUD), was established by the City Council through adoption of Ordinance No. 1439 on April 3, 2019. B-PROUD will begin serving customers in October 2020.

Senate Bill 350 (SB 350), approved by the Governor October 7, 2015, added, among other actions, Public Utilities Code Section 454.52 which established the requirement for load-serving entities, including CCAs, to file an Integrated Resource Plan (IRP) with the California Public Utilities Commission (CPUC).

SB 350 made revisions to the Renewable Portfolio Standards (RPS) for California, with which B-PROUD is required to comply. Specifically, it increased the minimum renewable energy standards from 33% by December 31, 2020 to 50% by December 31, 2030.

To ensure CCAs are meeting these minimum standards, as well as meeting greenhouse gas emission reduction targets as established by the California Air Resources Board, an IRP is required to be filed with the CPUC for certification every two years. The IRP looks out at a 10-year time horizon and establishes a plan for B-PROUD's procurement activities to meet the RPS and greenhouse gas emission reduction targets.

California Choice Energy Authority and its technical consultants, on behalf of B-PROUD, have been working closely with the CPUC to ensure the IRP presented to City Council meets all the requirements as established by the CPUC. The proposed IRP follows the required template as provided by the CPUC.

Going forward, the IRP will be updated and brought back to City Council every two years as mandated by SB 350.

ALTERNATIVES

The alternative is to not approve the staff recommendation resulting in B-PROUD not meeting state mandates.

LEGAL REVIEW

This report has been reviewed and approved by the City Attorney as to legal form and content.

ATTACHMENTS

1. Resolution No. 2020-043 Approving the Baldwin Park Resident Owned Utility District Integrated Resource Plan
2. Baldwin Park Resident Owned Utility District Integrated Resource Plan

RESOLUTION NO. 2020-043

RESOLUTION OF THE CITY OF BALDWIN PARK, CALIFORNIA, APPROVING THE BALDWIN PARK RESIDENT OWNED UTILITY DISTRICT INTEGRATED RESOURCE PLAN

WHEREAS, Community Choice Aggregation, authorized by Assembly Bill 117, is a state law that allows cities, counties, and other authorized entities to aggregate electricity demand within their jurisdictions in order to purchase and/or generate alternative energy supplies for residents and businesses within their jurisdiction while maintaining the existing electricity provider for transmission and distribution services; and

WHEREAS, on April 3, 2019 the City Council of the City of Baldwin Park adopted Ordinance No. 1439, Establishing a Community Choice Aggregation Program, Baldwin Park Resident Owned Utility District (B-PROUD); and

WHEREAS, Senate Bill 350, approved October 7, 2015, established a requirement for Community Choice Aggregation Programs to develop an Integrated Resource Plan and submit it to the California Public Utilities Commission for certification; and

WHEREAS, B-PROUD's Integrated Resource Plan was developed in consistent with the requirements as established by Senate Bill 350 and the California Public Utilities Commission.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BALDWIN PARK HEREBY RESOLVES AS FOLLOWS:

Section 1. Based on the staff report, presentation, public comment, and other matters presented to the City Council during its consideration of this matter, the City Council finds and declares that the foregoing recitals are true and correct, and hereby incorporated as substantive findings of this Resolution.

Section 2. That the Integrated Resource Plan for B-PROUD has been developed in compliance with Senate Bill 350 and California Public Utilities Commission direction and is hereby approved.

Section 3. This Resolution shall take effect immediately upon its adoption. The City Clerk shall enter this Resolution into the official book of resolutions.

PASSED, APPROVED, AND ADOPTED this 2nd day of September 2020.

MANUAL LOZANO
MAYOR

ATTEST:
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF BALDWIN PARK } **SS:**

I, LOURDES MORALES, Chief Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing **Resolution No. 2020-043** was duly adopted by the City Council of the City of Baldwin Park at a regular meeting thereof held on **September 2, 2020** and that the same was adopted by the following vote to wit:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

LOURDES MORALES
CHIEF DEPUTY CITY CLERK

STAFF REPORT



TO: Honorable Mayor and City Councilmembers
FROM: Rose Tam, Director of Finance
DATE: September 2, 2020
SUBJECT: Business Rewards MasterCard with Bank of the West (BOW)

SUMMARY

The City has been banking with the Bank of the West. Recently they presented a new Business Rewards MasterCard to the City and we find it beneficial for the City to switch the business credit card from Bank of America to the Bank of the West.

FISCAL IMPACT

There will be positive impact to the City's General Funds and other funds

RECOMMENDATION

It is recommended that the City Council:

1. Approve the new Business Rewards MasterCard offered by Bank of the West and close the business credit card accounts with Bank of America; and,
2. Authorize the Director of Finance to complete the Business Reward MasterCard application in the amount of \$50,000. Limits on each credit card to be assigned at the discretion of the Chief Executive Officer and Director of Finance; and,
3. Authorize Chief Executive Officer to sign off on the documents including the application from Bank of the West on behalf of the City.

BACKGROUND

Currently the City uses Bank of America business credit card. We find it beneficial in switching over to Bank of the West Business Rewards MasterCard which offers the following features:

- No Annual Fee
- 0% APR for the first 9 months offer available through 12/31/2020.
- Special welcoming offer 60,000 Rewards Points in value of \$450 when spending \$5,000 in the first 90 days after account opening.
- Get unlimited 2X Rewards per dollars on all purchases
- Redeem Points for cash, travel, office supplies, gift cards and more
- Points have no expiration date and no annual cap

LEGAL REVIEW

Once approved the BOW will provide full application for the credit card and will be reviewed by the City Attorney prior to submitting to BOW. The City minutes approving the application for the Business Rewards MasterCard must be provided with business credit card application.

ALTERNATIVES

Stay with the current credit card and not to receive any reward benefits.

ATTACHMENTS

BOW Business Credit Card Flyer

Business Credit Cards:

Purchasing power with no annual fee.

Earn when you spend

The Bank of the West Business Rewards Mastercard® offers a great way to turn your business spending into perks.

- Get unlimited 2X Reward Points per dollar on all purchases¹
- Redeem Points for cash, travel, office supplies, gift cards, and more
- Points have no expiration date and no annual cap¹

Special welcome offers:

60,000 Bonus Reward Points²

when you spend \$5,000 in the first 90 days after account opening — a \$450 value

0% intro APR on purchases³

for the first 9 months
(offer available through 12/31/20)

Save when you spend

The Bank of the West Business Mastercard® provides a low interest rate that makes it easier to pay your balance over time.

- Provide extra cards to employees at no additional cost and control expenditures by setting user spending limits
- Get up to 25% in automatic rebates on gas, dining, hotels, car rentals, and more with the Mastercard Easy Savings® Program⁴

Special welcome offers:

0% intro APR on purchases and balance transfers⁵

for the first 12 months

Visit your nearest branch to apply



BANK OF THE WEST
BNP PARIBAS

Let's talk today.

Credit Card offers are subject to credit approval and are for business purposes only.

¹ Reward Points have no value until redeemed by the cardholder for a reward. Two (2) points are earned for every \$1 in qualifying net purchases on the Business Rewards Card. There is no limit to the Points and the Points have no expiration date as long as the account remains open and in good standing. Points are awarded only on net purchases (purchases minus any returns or adjustments). Balance transfers, cash advances, convenience checks, interest charges and any kind of fees charged to the account do not count as purchases. Qualifying purchases can be made by any and all cardholders on a single Account. Value of awards, Points required for an award, and awards offered may vary from time to time without notice. If your Account is closed for any reason, you will no longer be able to accumulate Points and all Points which have accrued with that Account will be eliminated. Accounts must be in good standing to claim and redeem Points. Points that have been accrued will be reflected on the cardholder's monthly credit card statement and online at www.bankofthewestrewards.com and cannot be transferred, assigned, bought or sold by the cardholder. All awards are subject to availability and may be withdrawn, changed or replaced at any time. The Bank of the West Rewards Program is subject to the current Program Rules that will be sent to you after your account is opened or can be viewed online at www.bankofthewestrewards.com. For additional credit card pricing information, see the Pricing and Terms for Business Credit Card(s) information provided with your application. The Bank of the West Rewards Program is subject to current Program Rules (www.bankofthewestrewards.com).

² Reward Points have no value until redeemed by the cardholder for a reward. As of 06/01/2020, 60,000 Reward Points could be redeemed for gift cards valued at \$450 or for a \$450 credit applied to your credit card balance. Bonus Reward Points offer is only valid for new Business Rewards Credit Card accounts. If qualifying net purchases totaling \$5,000 or more are made within 90 days of account opening, 60,000 bonus Points will be posted to the account within 150 days of account opening. Limit one offer per Account.

³ The Introductory Annual Percentage Rate (APR) is 0% for the first 9 months on purchases only. For the most current credit card pricing information, see the Pricing and Terms provided with your credit card application.

⁴ Bank of the West automatically enrolls all of its Business Mastercard credit cards in the Easy Savings Program. The Mastercard Easy Savings Program is operated and serviced by Mastercard and is not affiliated with Bank of the West. Cardholder Terms & Conditions for Mastercard Easy Savings Program apply.

⁵ The Introductory Annual Percentage Rate (APR) is 0% for the first 12 months on balance transfers and purchases only. For the most current credit card pricing information, see the Pricing and Terms provided with your credit card application.

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Lourdes Morales, Chief Deputy City Clerk
DATE: September 2, 2020
SUBJECT: Biennial Review of the City's Conflict of Interest Code

SUMMARY

This report requests City Council's consideration of the biennial review of the City's Conflict of Interest Code and adoption of Resolution No. 2020-042 to approve the Conflict of Interest Code.

RECOMMENDATION

Staff recommends that the City Council approve and adopt Resolution No. 2020-042 entitled, "A Resolution of the City Council of the City of Baldwin Park, Adopting the City's Conflict of Interest Code".

FISCAL IMPACT

There is no fiscal impact associated with this item.

BACKGROUND

California Government Code Section 8736.5 requires that local governments conduct a review of their Conflict of Interest Codes every two years. The City's Conflict of Interest Code determines which City officials and employee positions must file the Fair Political Practices Commission Statement of Economic Interest Form 700.

Since the last review, the City has added, deleted and changed some employee classification titles. It is therefore recommended that the City amend its Conflict of Interest Code to more accurately reflect its current organizational structure to require the appropriate financial disclosures by any new designated positions. The Conflict of Interest Code incorporates as an exhibit to the proposed resolution with any changes or additions noted in bold italicized text.

ALTERNATIVES

There are not alternatives as this action is required under Government Code Section 87306.5

LEGAL REVIEW

This report has been reviewed and approved by the City Attorney as to legal form and content.

ATTACHMENTS

1. Resolution No. 2020-042

RESOLUTION NO. 2020-042

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, ADOPTING THE CITY'S CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act of 1974 (Government Code Section 81000, et seq.) (hereinafter the "PRA") requires the City to adopt and maintain a Conflict of Interest Code; and

WHEREAS, Government Code Section 87306.5 mandates the City to review the Conflict of Interest Code and make any necessary changes; and

WHEREAS, the City has conducted its current biennial review as required by Government Code Section 87306 and determined that changed circumstances necessitate an amendment to the Conflict of Interest Code; and

WHEREAS, the City intends to adopt the current Conflict of Interest Code that shall supersede all previously adopted Conflict of Interest Code's.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BALDWIN PARK DOES HEREBY RESOLVE AND ORDER AS FOLLOWS:

SECTION 1. The City of Baldwin Park hereby adopts this amended Conflict of Interest Code, with the list of designated employees attached hereto as Exhibit "A" and a list of disclosure categories attached hereto as Exhibit "B".

SECTION 2. All designated employees listed on the City's Conflict of Interest Code shall disclose all information required by their respective disclosure categories, according to Exhibits "A" and "B".

SECTION 3. This amended Conflict of Interest Code shall replace and supersede all other versions adopted by the City, and such versions shall be repealed by this Resolution.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution and forward a copy to each department secretary.

PASSED, APPROVED, AND ADOPTED this 2nd day of September 2020.

MANUEL LOZANO
MAYOR

ATTEST:
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF BALDWIN PARK

} SS:

I, ALEJANDRA AVILA, City Clerk of the City of Baldwin Park do hereby certify that the foregoing **Resolution No. 2020-020** was duly adopted by the City Council of the City of Baldwin Park at a regular meeting thereof held on **September 2, 2020** and that the same was adopted by the following vote to wit:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

LOURDES MORALES
CHIEF DEPUTY CITY CLERK

EXHIBIT “A”

CITY OF BALDWIN PARK CONFLICT OF INTEREST CODE

(Revisions are noted in bold, italicized print)

The persons in the following positions are deemed to be designated employees within the meaning of Government Code Section 82019 of the Conflict of Interest Code. These persons shall file financial disclosure statements pursuant to Form 700 and their respective disclosure categories:

ADMINISTRATION

City Clerk (1 & 2)
Chief Deputy City Clerk (5 & 6)
Chief Executive Officer (1, 2,3,4,5 & 6)
Executive Secretary (6)
Human Resources Analyst II (5)
Human Resources/Risk Manager (5 & 6)
Information Systems Supervisor (5)
Personnel Technician (6)

COMMUNITY DEVELOPMENT DEPARTMENT

Associate Planner (2, 3, 4 & 5)
Building Official/Plan Check Supervisor (2, 3, 4 & 5)
Building Inspector (2, 3, 4 & 5)
City Planner (2, 3, 4 & 5)
+Community Enhancement Officer (2, 3, 4 & 5)
+Community Enhancement Supervisor (2, 3, 4 & 5)
Director of Community Development (1, 2, 4, & 5)
Housing Inspector (2, 3, 4 & 5)
Housing Manager (2, 3, 4 & 5)
Housing Specialist (3, 4, 5)
Management Analyst (3, 4 & 5)
Senior Housing Specialist (3, 4 & 6)

FINANCE DEPARTMENT

Accountant (3, 4 & 5)
Assistant Accounting Manager (3, 4 & 5)
Accounting Manager (3, 4 & 5)
Finance Director (1, 2, 4 & 5)
Management Assistant (3, 4 & 5)
Senior Finance Clerk (Business License) (3, 4 & 5)

POLICE DEPARTMENT

-Captain (1, 2, 3, 4, 5 & 6)
Chief of Police (1, 2, 3, 4, 5 & 6)
+Commander (1, 2, 3, 4, 5 & 6)
-Code Enforcement Officer (2, 3, 4 & 5)
-Code Enforcement Supervisor (2, 3, 4 & 5)
-Lieutenant (1, 2, 3, 4, 5 & 6)

+Officer (1, 2, 3, 4, 5 & 6)

+Sergeant (1, 2, 3, 4, 5 & 6)

PUBLIC WORKS DEPARTMENT

Associate Engineer (3, 4 & 5)

Director of Public Works (1, 2, 4 & 5)

Engineering Assistant (3, 4 & 5)

Engineering Manager (3, 4, & 5)

Management Assistant (3, 4 & 5)

Public Works Supervisor (3, 4 & 5)

RECREATION AND COMMUNITY SERVICES DEPARTMENT

Director of Recreation and Community Services (1 & 2)

Operations Supervisor (6)

Program Coordinator (6)

Program Supervisor (6)

Program Supervisor Y-Rated A (6)

CONSULTANTS

Consultants shall disclose pursuant to the broadest disclosure category in the code subject to the following limitations: The Chief Executive Officer shall determine in writing if a particular consultant performs a range of duties requiring more limited disclosure hereunder. This determination shall include a description of the consultant's duties and statement of the extent of disclosure requirements. The Chief Executive Officer's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

FILING REQUIREMENTS

The persons holding positions listed above are designated employees, it has been determined that these persons make or participate in the making of decisions which may have foreseeable material effect on economic interest. Accordingly, designated employees must file with the City Clerk's Office Form 700 disclosures of financial interests within the past twelve (12) months within: (1) Thirty (30) days of the effective date of this amendment; (2) within thirty (30) days of leaving office. Furthermore, such statements shall be updated and/or filed annually with the City Clerk on or before April 1st of each year. (See 2 CCR Section 18730(b)).

EXHIBIT “B”
CITY OF BALDWIN PARK
CONFLICT OF INTEREST CODE DISCLOSURE CATEGORIES

CATEGORY 1:

All investments, business positions and sources of income.

CATEGORY 2:

All interests in real property within the City or within 500 feet of the City's business boundaries.

CATEGORY 3:

All investments, business positions, and sources of income subject to the regulatory, permit or licensing authority of the designated official's commission or employee's department.

CATEGORY 4:

Investments in business entities, business positions, and sources of income, which engage in land development, construction, or the acquisition or sale of real property.

CATEGORY 5:

Investment in business entities, business positions and sources of income of the type which provide services, supplies, materials, machinery or equipment utilized by the City.

CATEGORY 6:

Investments in business entities, business positions and sources of income of the type of which provide services, supplies, materials, machinery or equipment utilized by the designated official's commission or employee's department.

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Robert N. Tafoya, City Attorney
DATE: September 2, 2020
SUBJECT: A Request for Consideration of a Settlement Agreement with Rukli, Inc.

SUMMARY

The proposed settlement agreement with RUKLI, Inc. will dispose of the exclusive distribution in return for various concessions by the City of Baldwin Park. The proposed settlement will moderately reduce the fees owed by RUKLI to the City. It is important to note that currently RUKLI's fees are not due until operators are up and running. Very few operators are up and running, so the City is not currently receiving monies from RUKLI. Thus, the moderate reduction in fees are fees the City is not collecting anyway. Thus, the slight reduction in fees will not affect the financial footing of the City. This settlement and subsequent modification of RUKLI's Development Agreement will mandate RUKLI fee payments regardless of whether other operators are up and running. And, this settlement agreement will hopefully allow the City to collect the monies owed by operators that have refused to pay because they cannot move their product with the City's current Distributor.

RECOMMENDATION

It is recommended that the City Council approve the settlement agreement, directing the City Attorney to complete it and the Mayor to execute it; and direct staff to proceed with amended Development Agreements approved as to form by the City Attorney which will allow for additional distribution permits and revenue to the City of Baldwin Park.

FISCAL IMPACT

This settlement agreement is not for monetary value. The City will pay RUKLI nothing. However, this settlement agreement will have a positive fiscal impact because it will allow the City to collect fees that are currently uncollectable. And, it will allow the City to generate hundreds of thousands in new revenue.

BACKGROUND

The City Council granted RUKLI an exclusive distribution license from the City of Baldwin Park. At the time, the City had valid and legitimate business reasons to grant an exclusive distribution license. A distributor is critical to the cannabis industry. A distributor must collect taxes for the state, test the product, perform track and trace functions and actually distribute the product. The City Council believed it would be in the best interests of the City to have one distributor to perform these tasks. However, in practice, this exclusive arrangement did not meet the City's needs because of a variety of unforeseen factors.

Two lawsuits have been filed against the City of Baldwin Park as a result of the exclusive distribution arrangement between the City and RUKLI. The first case was *Cereceres v. City of Baldwin Park*. That case is on appeal. The second case is *Baldwin Park TALE v. City of Baldwin Park et al*. This case is still active. This settlement will dispose of those cases.

As a result of the interaction between RUKLI and the cannabis operators, the City began negotiations towards a settlement that would allow the City to terminate the exclusive distribution permit held by RUKLI. The City negotiated for several weeks with RUKLI. The final settlement terms are as follows: (1) RUKLI will give up its exclusive distribution license; (2) RUKLI will pay the City \$120,000 for the first year Mitigation Fee and Police Fee; (3) RUKLI will pay the City \$150,000 the second year for Mitigation Fee and Police Fee; and (4) RUKLI will pay the City \$150,000 the third year for Mitigation Fee and Police Fee and will pay the City \$150,000 for every year thereafter of the contract. In return, the City will allow the transfer of RUKLI ownership to Greg Kilbanov, as long as he passes the background check and Live Scan process.

LEGAL REVIEW

This Staff Report and the settlement agreement have been reviewed by the City Attorney's Office as to form and content.

ATTACHMENTS

None

STAFF REPORT



TO: Honorable Chair and Board Members of the Successor Agency
to the Dissolved Community Development Commission of the
City of Baldwin Park

FROM: Rose Tam, Director of Finance

DATE: September 2, 2020

SUBJECT: Treasurer's Report – June 2020

SUMMARY

Attached is the Treasurer's Report for the month of June 2020. The Treasurer's Report lists all cash for the City which includes the Baldwin Park Financing Authority, the Housing Authority, and the Successor Agency to the Community Development Commission (CDC). All investments are in compliance with the City's Investment Policy and the California Government Code.

RECOMMENDATION

Staff recommends that the Board receive and file the Treasurer's Report for June 2020.

FISCAL IMPACT

None

BACKGROUND

City of Baldwin Park Investment Policy requires the Treasurer's Report be submitted to the Mayor and City Council on a monthly basis.

LEGAL REVIEW

Not Applicable

ATTACHMENT

1. Exhibit "A", Treasurer's Report

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Ben Martinez, Director of Community Development
DATE: September 2, 2020
SUBJECT: Consideration of Amendment to Ordinance No. 1447 Rent Stabilization Ordinance of the City of Baldwin Park to Clarify Certain Provisions

SUMMARY

On December 4, 2019, the City Council adopted Ordinance No. 1447 to temporarily freeze rents for 120 days in the City of Baldwin Park, prohibit certain residential units from rent increases in excess of 3% in any 12 month period, and regulating the reasons landlords are permitted to terminate certain residential tenancies. To address the concerns of residents and to clarify provisions in Rent Stabilization Ordinance, the City Council directed staff to draft changes to the Rent Stabilization Ordinance. If desired, the City Council may take action on the proposed changes to the Rent Control Ordinance during tonight's City Council Meeting of September 2, 2020 at 7:00 pm, or table the item to the next regularly scheduled City Council Meeting for further consideration.

RECOMMENDATION

Staff recommends that the City introduce for first reading, by title only, the amended Ordinance No. 1447, entitled, **"AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, ADDING CHAPTER 11, SECTION 129 TO THE BALDWIN PARK MUNICIPAL CODE"**.

BACKGROUND

The City of Baldwin Park City Council adopted Urgency Ordinance No. 1447 on December 4, 2019 to temporarily freeze rents for 120 days in the City of Baldwin Park (until April 3, 2020), prohibit certain residential units from rent increases in excess of 3% in any 12 month period, and regulating the reasons landlords are permitted to terminate certain residential tenancies, also called Just Cause Eviction.

The changes to the Ordinance 1447 proposed by staff address clerical errors in the ordinance and clarify sections that were sources of confusion for both tenants and landlords. No changes have been made to the substantive rules or procedures of Ordinance 1447. The goal was to provide clarity to tenants and landlords.

Ordinance 1447 does not have a separate eviction freeze, only a rent freeze, also called a rent moratorium. This rent moratorium ended on April 3, 2020. However, the City has enacted a separate emergency eviction Freeze due to the ongoing Covid-19 pandemic. This local eviction freeze brought the city in line with the statewide emergency order. The statewide emergency order is set to end of September 30, 2020, if it is not extended.

FISCAL IMPACT

The registration fee of \$28.00 per affected housing unit has remained unchanged and is expected to generate approximately \$40,000 annually to reimburse the City for a portion staff costs associated with the administration of the RSO. After the adoption of Ordinance No. 1447, post cards were mailed providing notice of the registration requirement. Just under 25% of the estimated units have registered

thus far. A second post card notice was mailed at the end of August reminding landlords to pay the fee by September 10th or they will be subject to a penalty of 150% per controlled rental unit.

CEQA

Pursuant to Section 15061 (b)(3) of the California State CEQA Guidelines, the amendments to the City of Baldwin Park's Municipal Code are exempt from CEQA, as they do not have the potential for causing a significant effect on the environment.

ALTERNATIVES

The City Council may also select to table this item to the next regularly scheduled City Council Meeting and provide further direction to staff on the proposed Rent Stabilization Ordinance.

LEGAL REVIEW

This report has been reviewed and approved by the City Attorney as to legal form and content.

ATTACHMENTS

1. Table of Changes to Ordinance 1447
2. Revised Ordinance 1447 with redline changes

ATTACHMENT 1 – Table of Changes to Ordinance 1447

Section	Original	Revision	Effect
129.04(b)	If there was no rent in effect on the date one year prior to the adoption of this Ordinance, the base rent ceiling shall be the rent that was charged on the first date that rent was charged.	If there was no rent in effect on the date one year prior to the adoption of this Ordinance, the base rent ceiling shall be the rent that was charged on the first date that rent was charged subsequent to the date one year prior to the adopt of this Ordinance.	The original required landlords to set the base rent at the point tenants first moved into the unit. This could potentially have set base rent at values from 2018 or earlier. A 10-year tenant would have base rent values set as early as 2010. The revision limits the inquiry to one year prior to the adoption of the RSO.
129.04(c)	Landlord may increase the “base rent ceiling” according to the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers or CPI-U. The maximum increase in rent based on the CPI-U is three percent (3%) per twelve-month period. Thus, no base rent ceiling may be increased more than three percent (3%) during any twelve-month period.	Landlord may increase rent according to the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers or CPI-U. The maximum increase in rent based on the CPI-U is three percent (3%) per twelve-month period. Thus, the rent for any controlled unit shall not be increased more than three percent (3%) during any twelve-month period. An increase made pursuant to this subsection shall establish a new “base rent ceiling” for the affected unit.	The original language confused landlords, because they thought they could increase the base rent ceiling and then increase the rent on top of the base rent ceiling increase. The revision aims to clarify that the rent cannot be raised more than 3% in a year and that making an increase in rent establishes the new base rent.

Section	Original	Revision	Effect
129.04(d)	If the Consumer Price Index (CPI-U) is zero or less than one percent, then the landlord may increase rent to one percent (1%).	If the Consumer Price Index (CPI-U) is any number less than one percent (1%), then the landlord may increase rent up to one percent (1%).	The “zero or one percent” language caused confusion. The aim of this revision was to clarify that landlords may raise rent by 1% if the CPI-U is 1% or less.
129.04(e)	As soon as the landlord is aware of the maximum allowable rent, the landlord shall post it for each unit in a prominent place in or about the affected controlled rental units. The City may require that other information it deems relevant also be posted.	The landlord has a duty to post the maximum allowable rent prior to any increase. [Original Language intact]	The original language potentially rewarded a landlord’s willful ignorance. The aim of the revision is to clarify that the landlord has a duty to post the maximum rent.
129.05(a)	Upon receipt of a petition by a landlord, the rent of individual controlled rental units may be adjusted upward above the maximum allowable in accordance with the procedures set forth elsewhere in this Ordinance.	Upon receipt of a petition by a landlord, the rent of individual controlled rental units may be adjusted upward above the maximum allowable in accordance with the procedures set forth in this section.	The aim of this revision is to clarify that section 129.05 contains the hearing procedure.
129.06	The request must be made in writing, describe all facts to the negative cash flow, and be on an approved form the City will provide.	The request must be made in writing, describing all facts to the negative cash flow, provide any documents to be considered by the City Council, and be on an approved form the City will provide. [Remainder of original Language intact] For a petition under this section, the hearing process and procedures under Section 129.05 will apply.	The original language did not require documentation or reference the procedure for the hearing. The aim of the revision is to require documentation to be provided prior to the hearing and for the hearing process to be handled according to the procedure outlined in Section 129.05

Section	Original	Revision	Effect
129.7	Section 129.7	Section 129.07	Numbering change to bring the section in line with the other sections of the RSO.
129.8	Section 129.8	Section 129.08	Numbering change to bring the section in line with the other sections of the RSO.
129.8	No landlord shall take action to terminate any tenancy including but not limited, to making a demand for possession of a rental unit, threatening to terminate a tenancy, serving any notice to quit or other eviction notice or bringing any action to recover possession or be granted recovery of possession of a controlled rental unit unless:	No landlord shall take action to terminate any tenancy including but not limited to, making a demand for possession of a rental unit, threatening to terminate a tenancy, serving any notice to quit or other eviction notice, or bring any action to recover possession, or be granted recovery of possession of a controlled rental unit unless one of the following apply:	The original could be read to require that all ten subsections requirements be present. Some of these would inherently conflict. The revisions attempt to clarify that one of the ten provisions must be present.
129.11(d)(4)	The landlord seeks to recover possession of the rental unit in order to comply with a governmental agency's order to vacate, order to comply, order to abate, or any other order that necessitates vacating the rental unit as a result of a significant or extended violation of housing, health, building or safety laws of the state of California or the City of Pasadena which would result in a constructive eviction.	The landlord seeks to recover possession of the rental unit in order to comply with a governmental agency's order to vacate, order to comply, order to abate, or any other order that necessitates vacating the rental unit as a result of a significant or extended violation of housing, health, building or safety laws of the state of California or the City of Baldwin Park which would result in a constructive eviction.	Original incorrectly listed the City as Pasadena instead of Baldwin Park

Section	Original	Revision	Effect
129.12	Landlord must provide a factual basis in writing to the City. The pass-through, if approved, will run with the units.	The landlord must provide a factual basis in writing to the City describing all facts of the passthrough, any documents to be considered by the City, and any receipts to be considered by the City. The passthrough, if approved, will run with the units for five years. [Remainder of Original Language intact] For a petition under this section, the hearing process and procedures under Section 129.05 will apply.	The original section did not fully expand on how a landlord could show the factual basis required. It also was unclear as to the hearing process. The revision attempts to clarify this by expanding on the requirements for documents and receipts. The revision also refers the landlord to the hearing process in section 129.05.
129.15	By Petition to the City Council, any landlord may seek a rent increase above three percent based on providing "just cause" for the increase. Landlord must provide factual basis in writing to the City.	By petition to the City Council, any landlord may seek a rent increase above three percent (3%) based on providing "just cause" for the increase. [Original Language intact] The landlord must provide a factual basis in writing to the City Council describing all facts of the "just cause" increase and any documents to be considered. [Original Language intact] For a petition under this section, the hearing process and procedures under Section 129.05 will apply.	The original section did not fully expand on how a landlord could show the factual basis required. It also was unclear as to the hearing process. The revision attempts to clarify this by expanding on the requirements for documents. The revision also refers the landlord to the hearing process in section 129.05.

Section	Original	Revision	Effect
129.19	Any provision, whether oral or written in or pertaining to a rental housing agreement whereby any provision of this Ordinance for the benefit of the tenant is waived, shall be deemed to be against public policy and shall be void.	Any provision, whether oral or written in or pertaining to a rental housing agreement, whereby any provision of this Ordinance is waived, for the benefit of the tenant, shall be deemed to be against public policy and shall be void	A common was added after the word waived. This was added to clarify that the provisions of the RSO are for the benefit of the tenant.
129.21(c)	If the tenant from whom such excessive payment is demanded, accepted, received or retained in violation of the foregoing provisions of this Ordinance or any rule or regulation or order hereunder promulgated fails to bring a civil or administrative action as provided for in this Ordinance within one hundred eighty (120) days from the date of occurrence of the violation, the City may settle the claim arising out of the violation or bring such action.	If the tenant from whom such excessive payment is demanded, accepted, received, or retained in violation of the foregoing provisions of this Ordinance or any rule of regulation or order hereunder promulgated fails to bring a civil or administrative action as provided for in this Ordinance within one hundred eighty (180) days from the date of the occurrence of the violation, the City may settle the claim arising out of the violation or bring such action.	The original contained a conflict between the amount written and the numerical amount: one hundred eighty vs (120). The revision brings the numerical amount in line with the written amount.
192.22	192.22	129.22	Numbering change to bring the section in line with the other sections of the RSO.
192.22	Any landlord violating this Ordinance shall be guilty of a misdemeanor.	Any landlord found to be in willful or continuous violation of this Ordinance shall be guilty of a misdemeanor.	The original made every violation, even minor or incidental violation a crime. The revision allows landlords to remedy any violations without immediate criminal action by the City.

Section	Original	Revision	Effect
129.25	To the extent that the amendments to Ordinance adopted at the same time as this Section incorporate rules, regulations and practices of the City existing on the date of the adoption hereof, this amendment is declarative of existing law and does not impose any new requirements or limit any existing ones.	To the extent that the amendments to this Ordinance adopted at the same time as this Section incorporate rules, regulations, and practices of the City existing on the date of the adoption hereof, this amendment is declarative of existing law and does not impose any new requirements or limit any existing ones.	Added the word “this” to the opening phrase to clarify that the section applied to the RSO and not to Ordinances in general.
129.26	Single Family homes, Mobile homes, and duplexes are automatically exempt from the provisions of this Ordinance.	Single family homes, mobile homes, mobile home spaces, duplexes, trailers, and trailer spaces are automatically exempt from the provisions of this Ordinance. For the purposes of this section, the phrase “single family home” shall be defined by its normal use and common construction.	This original did not completely reflect the definitions listed in Section 129.01. The revision added the additional exemptions reflected in that section and aims to clarify that “single family home” is a commonly used housing term and not a term with a specific legal definition.

ATTACHMENT 2 – Revised Ordinance 1447 with redline changes

ORDINANCE NO. 1447

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, ADDING CHAPTER 11, SECTION 129 TO THE BALDWIN PARK MUNICIPAL CODE, IMPOSING A MORATORIUM PROHIBITING CERTAIN RESIDENTIAL UNITS FROM RENT INCREASES IN EXCESS OF THREE PERCENT (3%) ABOVE THE CURRENT RENT AND PROHIBITING MORE THAN ONE RENT INCREASE IN ANY TWELVE MONTH PERIOD, AND REGULATING THE REASONS LANDLORDS ARE PERMITTED TO TERMINATE CERTAIN RESIDENTIAL TENANCIES AS OF THE EFFECTIVE DATE OF THIS ORDINANCE ON RESIDENTIAL RENTAL UNITS LOCATED WITHIN CITY LIMITS

WHEREAS, a growing shortage of decent, safe and sanitary housing units resulting in a low vacancy rate and rapidly rising rents exploiting this shortage constitutes a serious housing problem affecting the lives of a substantial portion of those Baldwin Park residents who reside in residential housing; and

WHEREAS, speculation in the purchase and sale of existing residential housing units results in further rent increases; and

WHEREAS, these conditions endanger the public health and welfare of Baldwin Park tenants, especially the poor, minorities, students, young families, and senior citizens; and

WHEREAS, the purpose of this Ordinance, therefore, is to alleviate the hardship caused by this serious housing shortage by establishing a Rent Stabilization Ordinance to regulate rentals in the City of Baldwin Park so that rents will not be increased unreasonably and so that landlords will receive no more than a fair return; and

WHEREAS, in order to accomplish this purpose, this Ordinance provides the City with means to ensure that rents are at a fair level; and

WHEREAS, this Ordinance gives tenants an opportunity to contest improper rent increases; and

WHEREAS, the City believes that one year is a reasonable amount of time in which a landlord should wait to increase rent on any covered unit in the City of Baldwin Park; and

WHEREAS, the one year look back provision will allow the landlord to ascertain his or her expenses and costs in which to base a potential rent increase and without such calculations the rent increase would be arbitrary and capricious which will destabilize the rental market; and

WHEREAS, through this Ordinance, the City exercises its police power in order to address the serious housing problem recognized in the City; and

WHEREAS, this Ordinance is intended to ensure due process of law for landlords and tenants, effective remedies for violation of the law, and consistency with constitutional requirements; and

WHEREAS, it is also intended to enable the City to provide relief to persons facing particular hardship and to protect and increase the supply of affordable housing in the city; and

WHEREAS, termination or erosion of the protections of this Ordinance would have serious disruptive consequences for persons in need of protection and the supply of affordable housing in the city.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BALDWIN PARK DOES HEREBY ORDAIN AS FOLLOWS:

Section 129.01 DEFINITIONS

The following words or phrases as used in this Ordinance shall have the following meanings:

- (a) Controlled Rental Units: All residential rental units in the City of Baldwin Park built prior to January 1, 1995, except mobile homes, mobile home spaces, duplexes, trailers and trailer spaces, single family homes and those units found by the City to be exempt under one or more of the following provisions:
 - (1) Rental units in hotels, motels, inns, tourist homes and rooming and boarding houses which are rented primarily to transient guests for a period of less than thirty (30) days.
 - (2) Rental units in any hospital, convent, monastery, extended medical care facility, asylum, non-profit home for the aged, or dormitory owned and operated by an institution of higher education.
 - (3) Rental units which a government unit, agency or authority owns, operates, manages, or in which governmentally subsidized tenants reside only if applicable federal or state law or administrative regulation specially exempt such units from municipal rent control. This includes "affordable housing" units and Section 8 housing.
 - (4) Owner-occupied rental units with no more than three (3) units. For purposes of this section:
 - (i) The term "owner" means a natural person who owns a fifty (50)

percent ownership interest in the building and resides on the property as his or her principal place of residence.

- (ii) An exemption under this section shall expire by operation of law when the owner ceases to reside on the property as his or her principal place of residence; thereafter, all units on the property shall be subject to all provisions of this Ordinance.

- (5) Rental units and dwellings constructed after the adoption of this Ordinance; this exemption does not apply to units created as a result of conversion.

- (6) Where a unit is actually used for purposes of providing, on a non-profit basis, child care or other residential social services in accordance with applicable laws. This exemption shall expire when the use upon which exemption is based ceases. This exemption shall only apply to units as they become vacant and shall only operate to allow the specified use without the necessity of obtaining a removal permit under this Ordinance. This exemption shall not be construed to authorize the eviction of any tenant nor to authorize the charging of rent in excess of that permitted in this Ordinance. The City may adopt regulations to determine whether a unit qualifies for an exemption under this section.

- (7) Exemptions are not automatic but shall be granted by the City Council or its designee upon application by the owner, provided that if the City does not act upon a completed application for exemption within ninety (90) days of its filing it shall be deemed approved.

- (b) Housing Service: Housing services include, but are not limited to repairs, maintenance, painting, providing light, hot and cold water, elevator service, window shades and screens, storage, kitchen, bath and laundry facilities and privileges, janitor services, refuse removal, furnishings, telephone, parking, the right to have a specified number of occupants, and any other benefit, privilege or facility connected with the use or occupancy of any rental unit. Services to a rental unit shall include a proportionate part of services provided to common facilities of the building in which the rental unit is contained.

- (c) Landlord: An owner, lessor, sublessor or any other person entitled to receive rent for the use and occupancy of any rental unit, or an agent, representative or successor of any of the foregoing.

- (d) Rent: All periodic payments and all nonmonetary consideration including but not limited to, the fair market value of goods or services rendered to or for the benefit of the landlord under an agreement concerning the use or occupancy of a rental unit and premises including all payment and consideration demanded or paid for parking, pets, furniture, subletting and security deposits for damages and cleaning.

- (e) Rental Housing Agreement: An agreement, oral, written or implied, between a landlord and tenant for use or occupancy of a rental unit and for housing services.
- (f) Rental Units: Any building, structure, or part thereof, or land appurtenant thereto, or any other rental property rented or offered for rent for living or dwelling house units, together with all housing services connected with use or occupancy of such property such as common areas and recreational facilities held out for use by the tenant.
- (g) Tenant: A tenant, subtenant, lessee, sublessee or any other person entitled under the terms of a rental housing agreement to the use or occupancy of any rental unit.
- (h) Recognized Tenant Organization: Any group of tenants residing in controlled rental units in the same building or in different buildings operated by the same management company, agent or landlord, who requests to be so designated.
- (i) Rent Ceiling: Rent ceiling refers to the limit on the maximum allowable rent which a landlord may charge on any controlled rental unit.
- (j) Base Rent Ceiling: The maximum allowable rent established in Section 129.04.
- (k) Property: All rental units on a parcel or lot or contiguous parcels or contiguous lots under common ownership.
- (l) Single Family Home: A property that has been developed with only one one-family dwelling and any lawful accessory dwelling structures. For example, if a lot has a single family home on it and a lawful accessory unit on the property, the entire property including the accessory dwelling unit would be considered a "single family home" for purposes of this Ordinance.

Section 129.02 CONFORMING REGULATIONS

If any portion of this Ordinance is declared invalid or unenforceable by decision of a court of competent jurisdiction or rendered invalid or unenforceable by state or federal legislation, the City Council shall have authority to enact replacement regulations consistent with the intent and purpose of the invalidated provision and applicable law. Such replacement regulations shall supersede invalidated or unenforceable provisions of this Ordinance to the extent necessary to resolve any inconsistency. The subject matter of such replacement regulations shall be limited to rent control matters as enumerated in this Ordinance.

Section 129.03 STATE LAW COMPLIANCE

In addition to complying with this Ordinance, Landlord must be in compliance with all California State laws regarding rent stabilization including, but not limited to, the Costa-Hawkin's Rental Housing Act. If this Ordinance conflicts with State law, State law shall prevail.

Section 129.04 MAXIMUM ALLOWABLE RENT INCREASES

It shall be unlawful for any landlord to demand, accept or retain more than the maximum rent permitted pursuant to this Section and this Ordinance.

- (a) Immediate Temporary Rent Freeze: Rents shall be frozen at their current rate and shall not be increased during the one hundred-twenty (120) day period following the date of adoption of this Ordinance.
- (b) Establishment of Base Rent Ceiling: ~~Establishment of Base Rent Ceiling: Beginning one-hundred-twenty (120) days after the adoption of this Ordinance, no landlord shall charge rent for any controlled rental units in an amount greater than the rent in effect on the date one year prior to the adoption of this Ordinance. The rent in effect on that date is the "base rent ceiling." If there was no rent in effect on the date one year prior to the adoption of this Ordinance, the base rent ceiling shall be the rent that was charged on the first date that rent was charged subsequent to the date one year prior to the adopt of this Ordinance. For tenancies commencing on or after the adoption of this Ordinance, which qualify for a vacancy rent increase pursuant to state law, the base rent ceiling is the initial rental rate in effect on the date the tenancy commences. As used in this subsection, the term "initial rental rate" means only the amount of rent actually paid by the tenant for the initial term of the tenancy. The base rent ceiling is the reference point from which the rent ceiling may be adjusted upward, if applicable. Beginning one hundred twenty (120) days after the adoption of this Ordinance, no landlord shall charge rent for any controlled rental units in an amount greater than the rent in effect on the date one year prior to the adoption of this Ordinance. The rent in effect on that date is the "base rent ceiling". If there was no rent in effect on the date one year prior to the adoption of this Ordinance, the base rent ceiling shall be the rent that was charged on the first date that rent was charged. For tenancies commencing on or after the adoption of this Ordinance, which qualify for a vacancy rent increase pursuant to state law, the base rent ceiling is the initial rental rate in effect on the date the tenancy commences. As used in this subsection, the term "initial rental rate" means only the amount of rent actually paid by the tenant for the initial term of the tenancy. The base rent ceiling is the reference point from which the rent ceiling may be adjusted upward, if applicable.~~
- (c) Rent Increases. ~~Landlord may increase rent according to the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers or CPI-U. The maximum increase in rent based on the CPI-U is~~

~~three percent (3%) per twelve-month period. Thus, the rent for any controlled unit shall not be increased more than three percent (3%) during any twelve-month period. An increase made pursuant to this subsection shall establish a new "base rent ceiling" for the affected unit. Landlord may increase the "base rent ceiling" according to the United States Department of Labor, Bureau of Labor Statistics, Consumer Price Index for All Urban Consumers or CPI-U. The maximum increase in rent based on the CPI-U is three percent (3%) per twelve month period. Thus, no base rent ceiling may be increased more than three percent (3%) during any twelve month period.~~

~~(d) Increases Based on Consumer Price Index: If the Consumer Price Index (CPI-U) is zero or less than one percent, then the landlord may increase rent to one percent (1%).~~

~~(d) Increases Based on Consumer Price Index of Less than One Percent: If the Consumer Price Index (CPI-U) is any number less than one percent (1%), then the landlord may increase rent up to one percent (1%).~~

~~(e) Posting: The landlord has a duty to post the maximum allowable rent prior to any increase. As soon as the landlord is aware of the maximum allowable rent, the landlord shall post it for each unit in a prominent place in or about the affected controlled units. The City may require that other information it deems relevant also be posted. As soon as the landlord is aware of the maximum allowable rent, the landlord shall post it for each unit in a prominent place in or about the affected controlled rental units. The City may require that other information it deems relevant also be posted.~~

~~(f) Penalties for Failure to Post: The City shall notify a landlord of failure to post a notice in accordance with the provisions of this Ordinance. If a landlord fails to post the notice within seven days of City's notification, the landlord shall pay a fine of \$250 for each day after the seventh day that the landlord fails to post the notice.~~

Section 129.05 PETITIONS

~~(a) Petitions: Upon receipt of a petition by a landlord, the rent of individual controlled rental units may be adjusted upward above the maximum allowable in accordance with the procedures set forth in this section. The petition shall be on the form provided by the City and shall include a declaration by the landlord that the unit meets all requirements of this Ordinance and is in compliance with all State laws on rent control. Notwithstanding any other provisions of this Ordinance, the city or hearing examiner may refuse to hold a hearing and/or grant a rent ceiling adjustment if an individual hearing has been held and decision made with regard to the maximum rent within the previous twelve months. Upon receipt of a petition by a landlord, the rent of individual controlled rental units may be adjusted upward above the maximum allowable in accordance with the procedures set forth elsewhere in this Ordinance. The petition shall be on the form provided by the City and shall include a declaration by the landlord that the unit meets all requirements~~

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~~of this Ordinance and is in compliance with all State laws on rent control. Notwithstanding any other provision of this Ordinance, the City or hearing examiner may refuse to hold a hearing and/or grant a rent adjustment if an individual hearing has been held and decision made with regard to maximum rent within the previous twelve months.~~

- (b) Hearing Procedure: The City shall enact rules and regulations governing hearings and appeals of individual adjustment of ceilings on allowable rents. No hearings may be held for landlord/tenant disputes. That includes but is not limited to, disputes about habitability, disputes about whether there was a payment of rent, disputes regarding whether the tenant has violated his or her lease and any other disputes that do not directly involve the provisions of this Ordinance.
- (c) Hearing Examiner: A hearing examiner may be the CEO or his or her designee. The hearing officer shall conduct a hearing to act upon the petition for individual adjustment of ceilings on allowable rents and shall have the power to administer oaths and affirmations.
- (d) Notice: The City shall notify the tenant of the receipt of such a petition and a copy thereof.
- (e) Time of Hearing: The hearing officer shall notify all parties, as to the time, date and place of the hearing.
- (f) Records: The hearing examiner may require either party to a rent adjustment hearing to provide it with any books, records and papers deemed pertinent in addition to that information contained in registration statements. The hearing examiner shall conduct a current building inspection and/or request the City to conduct a current building inspection if the hearing examiner finds good cause to believe the City's current information does not reflect the current condition of the controlled rental unit. The tenant may request the hearing examiner to order such an inspection prior to the date of the hearing. All documents required under this Section shall be made available to the parties involved prior to the hearing at the office of the City. In cases where information filed in a petition for rent ceiling adjustment or in additional submissions filed at the request of the hearing examiner is inadequate or false, no action shall be taken on said petition until the deficiency is remedied.
- (g) Open Hearings: All rent ceiling adjustment hearings shall be open to the public.
- (h) Right of Assistance: All parties to a hearing may have assistance in presenting evidence and developing their position from attorneys, legal workers, recognized tenant organization representatives or any other persons designated by said parties.
- (i) Hearing Record: The City shall make available for inspection and copying by any

person an official record which shall constitute the exclusive record for decision on the issues at the hearing. The record of the hearing, or any part of one, shall be obtainable for the cost of copying. The record of the hearing shall include: all exhibits, papers and documents required to be filed or accepted into evidence during the proceedings; a list of participants present; a summary of all testimony accepted in the proceedings; a statement of all materials officially noticed; all recommended decisions; orders and/or rulings; all final decisions, orders and/or rulings, and the reasons for each final decision, order and/or ruling. Any party may have the proceeding tape recorded or otherwise transcribed at his or her own expense.

- (j) Quantum of Proof and Notice of Decision: No individual adjustment shall be granted unless supported by the preponderance of the evidence submitted at the hearing. All parties to a hearing shall be sent a notice of the decision and a copy of the findings of fact and law upon which said decision is based. At the same time, parties to the proceeding shall also be notified of their right to any appeal allowed by the City and/or to judicial review of the decision pursuant to this Section.
- (k) Consolidation: All landlord petitions pertaining to tenants in the same building will be consolidated for hearing, and all petitions filed by tenants occupying the same building shall be consolidated for hearing unless there is a showing of good cause not to consolidate such petitions.
- (l) Appeal: Any person aggrieved by the decision of the hearing examiner may appeal to the City Council. On appeal, the City Council shall affirm, reverse or modify the decision of the hearing examiner. The City Council may conduct a de novo hearing or may act on the basis of the record before the hearing examiner without holding a hearing.
- (m) Finality of Decision: The decision of the hearing examiner or his or her designee shall be the final decision of the City in the event of no appeal to the City Council. The decision of the hearing examiner or his or her designee shall not be stayed pending appeal; however, in the event that the City on appeal reverses or modifies the decision of the hearing examiner, the tenant, in the case of an upward adjustment in rent, shall be ordered to make retroactive payments to restore the parties to the position they would have occupied had the hearing examiner's decision been the same as that of the hearing examiner or his designee.
- (n) Time for Decision: The rules and regulations adopted by the City shall provide for final action on any individual rent adjustment petition within one-hundred and twenty (120) days, following the date of filing of the individual rent adjustment petition.
- (o) Hearing Examiner Hearing Required: All hearings on an individual petition for rent adjustment must first be heard by a hearing examiner.

Section 129.06 FAIR AND REASONABLE RENT

If the landlord is operating in a negative cash flow due to existing rents and allowable costs/expenses, then upon Petition to the City Council, the City Council may make a determination on the "fair and reasonable rent" based on a request from the landlord. The request must be made in writing, describing all facts to the negative cash flow, provide any documents to be considered by the City Council, and be on an approved form the City will provide. The allowable costs and expenses will be decided by the City Council in its sole discretion. The City Council's decision will be final. For a petition under this section, the hearing process and procedures under Section 129.05 will apply.~~If the landlord is operating in a negative cash flow due to existing rents and allowable costs/expenses, then upon Petition to the City Council, the City Council may make a determination on the "fair and reasonable rent" based on a request from landlord. The request must be made in writing, describe all facts to the negative cash flow, and be on an approved form the City will provide. The allowable costs and expenses will be decided by the City Council in its sole discretion. The City Council's decision will be final.~~

Section 129.07 LANDLORD COMPLIANCE

No landlord shall increase rent under this Ordinance if the landlord:

- (a) Has failed to comply with any provisions of this Ordinance and/or regulations issued thereunder by the City, including the provisions requiring the payment of registration fees and registration penalties.
- (b) Has failed to comply substantially with any applicable state or local housing, health or safety law. No landlord shall increase rent unless the notice increasing rent contains a statement in substantially the following form: "The undersigned (landlord) certifies that this unit and common areas are not subject to any uncorrected citation or notices of violation of any state or local housing health, or safety laws issued by any government official or agency." If a landlord fails to comply with this subsection, the tenant may refuse to pay the improperly noticed increase, may seek administrative or civil remedies under this Ordinance, and may raise the landlord's noncompliance as an affirmative defense in any resulting unlawful detainer action.

Section 129.08 JUST CAUSE EVICTION

- (a) ~~The "Just Cause Eviction" provision in this section of this Ordinance will apply to all rental units in the City of Baldwin Park. No landlord shall take action to terminate any tenancy including but not limited, to making a demand for possession of a rental unit, threatening to terminate a tenancy, serving any notice to quit or other eviction notice or bringing any action to recover possession or be granted recovery of possession of a controlled rental unit unless: The "Just Cause Eviction" provision of this section of the Ordinance will apply to all rental units in the City of Baldwin Park. No landlord shall take action to terminate any tenancy including but not limited to, making a demand for possession of a rental unit, threatening to terminate a tenancy, serving any notice to quit or other eviction notice, or bring any action to recover possession, or be granted recovery of possession of a controlled rental unit unless one of the following apply:~~

- (1) The tenant has failed to pay the rent to which the landlord is entitled under the rental housing agreement and this Ordinance.
- (2) The tenant has continued, after written notice to cease, to commit a material and substantial breach of an obligation or covenant of his or her tenancy which the landlord has not waived either expressly or impliedly through the landlord's conduct and which the landlord is not estopped from asserting, other than the obligation to surrender possession upon proper notice. Notwithstanding any contrary provision in this Section, and notwithstanding any contrary provision in the rental housing agreement, a landlord shall not take any action to terminate a tenancy based on a tenant's sublease of the unit if the following requirements are met:
 - (i) The tenant continues to reside in the rental unit.
 - (ii) The sublease replaces a departed tenant(s) under the rental agreement on a one-for-one basis.
 - (iii) The landlord has unreasonably withheld the right to sublease following written request by the tenant. If the landlord fails to respond to the tenant in writing within fourteen (14) days of receipt of the tenant's written request, the tenant's request shall be deemed approved by the landlord.
- (3) The tenant has continued, after written notice to cease, to commit or expressly permit a nuisance in, or cause substantial damage to, the controlled rental unit, or to create a substantial interference with the comfort, safety, or enjoyment of the landlord or other occupants or neighbors of the same.
- (4) The tenant is convicted of using or expressly permitting a controlled rental

unit to be used for any illegal purpose.

- (5) The tenant, who had a rental housing agreement which had terminated, has refused, after written request or demand by the landlord, to execute a written extension or renewal thereof for a further term of like duration and in such terms as are not inconsistent with or in violation of any provisions of this Ordinance and are materially the same as in the previous agreement.
- (6) The tenant has continued to refuse, after written notice, to grant the landlord reasonable access to the controlled rental unit for the purposes of making necessary repairs or improvements required by the laws of the United States, the State of California or any subdivision thereof, or for the purpose of showing the rental housing to any prospective purchaser or mortgagee.
- (7) The tenant holding at the end of the term of the rental housing agreement is a subtenant not approved by the landlord.
- (8) The landlord seeks to recover possession in good faith for use and occupancy by herself or himself, or her or his children, parents, grandparents, brother, sister, father-in-law, mother-in-law, son-in-law, or daughter-in-law.
 - (i) A "landlord" shall be defined as a natural person who has at least a fifty (50) percent ownership interest in the property.
 - (ii) The notice terminating tenancy shall contain the name, address and relationship to the landlord of the person intended to occupy.
 - (iii) The landlord or enumerated relative must intend in good faith to move into the unit within thirty (30) days after the tenant vacates and to occupy the unit as a primary residence for at least one year. The City may adopt regulations governing the determination of good faith.
 - (iv) If the landlord or relative specified on the notice terminating tenancy fails to occupy the unit within thirty (30) days after the tenant vacates, the landlord shall:
 - A. Offer the unit to the tenant who vacated it.
 - B. Pay to said tenant all reasonable expenses incurred in moving to and/or from the unit.
- (9) The landlord seeks in good faith to recover possession of the rental unit in order to comply with a governmental agency's order to vacate, order to comply, order to abate, or any other order that necessitates the vacating of the building housing the rental unit as a result of a violation of the City of

Baldwin Park Municipal Code or any other provision of law.

- (10) The landlord has filed the requisite documents with the City initiating the procedure for withdrawing units from rent or lease under Government Code Section 7060 et. seq. and the City's regulations, with the intention of completing the withdrawal process and going out of the residential rental business.
- (b) Any written notice as described in Subsections (a) (2), (3) or (6) shall be served by the landlord a reasonable period prior to serving a notice to terminate tenancy and shall inform the tenant that a failure to cure may result in the initiation of eviction proceedings. The City may enact regulations regarding reasonable notice.
- (c) Notwithstanding any contrary provision in this Section or in the rental housing agreement, if the tenant's spouse, child(ren), and/or domestic partner who has filed an Affidavit of Domestic Partnership with the City have lived in the unit for at least six (6) months at the time the tenant vacates the unit due to death or incapacitation, the landlord is prohibited from taking any action to obtain possession of the unit from the tenant's spouse, child(ren), and/or registered domestic partner on the ground that the spouse, child(ren) and/or registered domestic partner are not authorized to occupy the unit.
- (d) Notwithstanding the above provisions, possession shall not be granted if it is determined that the eviction is in retaliation for the tenant reporting violations of this Ordinance, for exercising rights granted under this Ordinance, including the right to withhold rent upon authorization of the City under Section 129.21(b)(2) or for organizing other tenants.
- (e) In any notice purporting to terminate tenancy the landlord shall state the cause for the termination, and in any action brought to recover possession of a controlled rental unit, the landlord shall allege and prove compliance with this Section. The landlord shall file with the City a copy of any notice terminating tenancy, except a three day notice to pay rent or vacate, within 3 days after serving the notice on the tenant.
- (f) A landlord shall not change the terms of a tenancy to prohibit pets and then evict the tenant for keeping a pet which was kept and allowed prior to the change, unless the landlord can establish that the pet constitutes a nuisance and the nuisance has not been abated upon proper notice to the tenant.
- (g) Failure to comply with any requirement of this Section may be asserted as an affirmative defense in an action brought by the landlord to recover possession of the unit. Additionally, any attempt to recover possession of a unit in violation of this Ordinance shall render the landlord liable to the tenant for actual and punitive damages, including damages for emotional distress, in a civil action for wrongful eviction. The tenant or the City may seek injunctive relief and money damages for

wrongful eviction. The prevailing party in an action for wrongful eviction shall recover costs and reasonable attorney's fees.

Section 129.09 REMOVAL OF CONTROLLED UNIT FROM RENTAL HOUSING MARKET

- (a) Any landlord who desires to remove a controlled rental unit from the rental housing market by demolition, conversion or other means is required to obtain a permit from the City prior to such removal from the rental housing market in accordance with rules and regulations promulgated by the City. In order to approve such a permit, the City is required to find that the landlord cannot make a fair return by retaining the controlled rental unit.
- (b) Notwithstanding the foregoing provisions of this subsection, the City may approve such a permit:
 - (i) If the City finds that the controlled rental unit is uninhabitable and is incapable of being made habitable in an economically feasible manner, or
 - (ii) If the permit is being sought so that the property may be developed with multifamily dwelling units and the permit applicant agrees as a condition of approval, that the units will not be exempt from the provisions of this Ordinance and that at least fifteen (15) percent of the controlled rental units to be built on the site will be at rents affordable by persons of low income.
- (c) The Housing Element of the General Plan of the City of Baldwin Park shall at all times contain a provision that neither the City Council nor any City agency shall approve an application for tentative subdivision map or tentative parcel map for a converted unit until and unless the applicant first obtains a removal permit as required by this Section. This subsection shall not apply to any tentative subdivision map or tentative parcel map approved in accordance with this Ordinance relating to tenant ownership rights.
- (d) The City shall render its final decision within one hundred and twenty (120) days of the filing of a completed application under this section.

Section 129.10 FOR RENT OR LEASE AFTER WITHDRAWAL

If a landlord desires to offer for rent or lease a rental unit which was the subject of a Notice of Intent to Withdraw pursuant to this Ordinance, the following regulations apply:

- (a) If a rental unit that was removed from rental housing use pursuant to this Ordinance is offered for rent or lease during either:
 - (1) the five-year period after the Notice of Intent to Withdraw the accommodations is filed with the City pursuant, whether or not the

Notice of Intent is rescinded or the withdrawal of the accommodations is completed pursuant to the Notice of Intent; or

- (2) the five-year period after the accommodations are withdrawn;

then the accommodations shall be offered and rented or leased at the lawful rent in effect at the time any Notice of Intent to Withdraw the accommodations was filed with the City, plus annual adjustments available under this Ordinance.

- (b) Subsection A. of this section shall prevail over any conflicting provision of law authorizing the landlord to establish the rental rate upon the initial hiring of the rental unit.

Section 129.11 TENANT PROTECTION, RELOCATION AND MOVING EXPENSE ALLOWANCE FOR TENANTS IN GOOD STANDING

- (a) This section shall only apply to "no fault" evictions. In other words, if the tenant has not met its obligations under the lease or was "at fault" for the eviction, no relocation assistance will be required. As to "no fault" evictions, for all tenants in good standing living in households at or below 140% of the median income, by household size, landlord shall pay a relocation allowance equal to two and one-half (2½) months fair market rents as established by the U.S. Department of Housing and Urban Development ("HUD") for a rental unit of a similar size. In addition to the relocation allowance, landlord shall also pay a moving expense allowance in the amount of \$1,306.00 for adult households or \$3,935.00 for households with dependents, disabled, or senior members. The amounts listed are adjusted for FY 2019 and will continue to be adjusted as provided in paragraph C below.
- (b) For all tenants in good standing, who meet the income eligibility requirements of paragraph A above, and who have maintained continuous tenancy for a period of 10 years or more shall be entitled to enhanced relocation allowance and moving expenses. The total amount of relocation allowance to be paid by the landlord to the tenant is based on the length of the tenancy. For each year after the 10th anniversary, the amount of the base relocation allowance shall be increased by 10%, and shall increase each year thereafter until reaching the maximum of 200% of the base relocation allowance on the 20th anniversary of the tenancy.
- (c) The relocation allowance and moving expense allowance provided for in this section shall be automatically increased every year in accordance with changes in the HUD fair market rents. The moving expense allowance provided in this section shall be adjusted annually in accordance with the Consumer Price Index (for Los Angeles-Long Beach).
- (d) The relocation allowance provided for in this section shall be triggered if any of the following circumstances occur:
 - (1) Demolition. A landlord or property owner seeks to recover possession of

the unit for purpose of demolition.

- (2) Permanent Removal of Unit from the Rental Market. The landlord seeks to remove the rental unit permanently from the rental housing market.
 - (3) Occupancy by Landlord or Landlord's Family Member. The landlord seeks to vacate the rental unit for the sole purpose of making the unit available for occupancy by the landlord or a family member of the landlord. In this circumstance, the amount of relocation and moving expense allowance which landlord is obligated to pay to the tenant shall be equal to one-half of the relocation allowance and moving expense allowance provided for in this chapter.
 - (4) Government Order to Vacate. The landlord seeks to recover possession of the rental unit in order to comply with a governmental agency's order to vacate, order to comply, order to abate, or any other order that necessitates vacating the rental unit as a result of a significant or extended violation of housing, health, building or safety laws of the state of California or the City of [Baldwin Park Pasadena](#) which would result in a constructive eviction.
 - (5) Change in Ownership. There is a change in ownership of the rental unit and, at any time within 18 months of the change in ownership, the landlord notifies the tenant that at some specific date after the change in ownership, the tenant's tenancy is being terminated, the tenant is being evicted, and/or there is going to be a large rent increase. For purposes of this chapter, a "large rent increase" means any rent increase exceeding the Cost of Living Increase ("CPI") plus five percent (5%) within the 12-month period prior to the notice of the rent increase.
 - (6) Non-Exclusive Remedy. Nothing in this chapter limits the rights of the city or tenant to recover from the landlord any relocation allowance or moving expense allowance or placement assistance or any other assistance provided to assist eligible renters and/or other city costs incurred for the correction/abatement of distressed properties which the city is legally entitled to recover.
- (e) Landlord's non-renewal and/or termination of tenancy under any of the circumstances described in subsection (d) above, shall not exempt landlord from the obligation to pay relocation allowance and moving expense allowance as provided for in this chapter to any displaced tenant in good standing.
- (f) Upon request of landlord, city, or city consultant, tenant shall provide the following documentation to determine eligibility for relocation allowance and moving expense allowance:

- (1) A signed certification of household members and household income on a form acceptable to the City;
- (2) Documentation of income (e.g., paystubs, public benefits statements, employer verification);
- (3) Any other documentation as may be reasonably requested by landlord, city, or city consultant.

Section 129.12 PASSTHROUGH OF SURCHARGE FOR IMPROVEMENT OF COMMON AREAS

Any landlord that expends money to improve common areas may pass through fifty percent (50%) of the expenses in the form of rent increases over a five-year period based on the pro rata share of the total units. Any pass-through must be approved by the City based on a written petition from the landlord. The landlord must provide a factual basis in writing to the City describing all facts of the passthrough, any documents to be considered by the City, and any receipts to be considered by the City. The passthrough, if approved, will run with the units for five years. Thus, even if a renter moves out, the new renter can be charged the same passthrough over the same five-year period as the previous renter. The passthrough will run with the unit for the entire five years regardless of who the renter is at the time. For a petition under this section, the hearing process and procedures under Section 129.05 will apply.~~Any landlord that expends money to improve common areas may pass through fifty percent (50%) of the expense in the form of rent increases over a five year period based on the pro rata share of the total units. Any pass through must be approved by the City based on a written request from the landlord. Landlord must provide factual basis in writing to the City. The pass through, if approved, will run with the units. Thus, even if a renter moves out, the new renter can be charged the same pass through over the same five year period as the previous renter. The pass through will run with the unit for the entire five years regardless of who the renter is at the time.~~

Section 129.13 PASSTHROUGH OF SURCHARGE FOR CAPITAL IMPROVEMENTS

Any landlord that expends money for capital improvements may pass through fifty percent (50%) of the expense to tenants over a five year period based on the pro rata share of the total units. Any pass-through must be approved by the City based on a written request from the landlord. Landlord must provide factual basis in writing to the City.

Section 129.14 (THIS SECTION IS INTENTIONALLY LEFT BLANK)

Section 129.15 JUST CAUSE EXCEPTION

By petition to the City Council, any landlord may seek a rent increase above three percent (3%) based on providing "just cause" for the increase. The CEO or his or her designee will decide any "just cause" exception. Any "just cause" exception must be approved by the CEO or his or her designee based on a written request from the landlord. The landlord must provide a factual basis in writing to the City Council describing all facts of the "just cause" increase and any documents to be considered. The landlord may appeal the

~~decision of the CEO or his or her designee to the City Council. The City Council's decision will be final. For a petition under this section, the hearing process and procedures under Section 129.05 will apply. By Petition to the City Council, any landlord may seek a rent increase above three percent based on providing "just cause" for the increase. The CEO or his or her designee will decide any "just cause" exception. Any "just cause" exception must be approved by the CEO or his designee based on a written request from the landlord. Landlord must provide factual basis in writing to the City~~

~~Landlord may appeal the decision of the CEO or his or her designee to the City Council. The City Council's decision will be final.~~

Section 129.16 REGISTRATION FEE

For any controlled rental unit for which a landlord accepts or demands rent on or after the effective date of this Ordinance, there shall be a registration or registration renewal fee of \$28.00 Dollars per unit. Registration fee and/or renewal fee shall be set to cover costs associated with this Ordinance including, but not limited to, mail costs, administration fees, processing fees and other related administration costs.

Section 129.17 PENALTIES FOR LATE REGISTRATION AND FOR FAILURE TO POST NOTICE THAT PROPERTY IS SUBJECT TO THE RENT STABILIZATION ORDINANCE

Any landlord who fails to pay the fee for registration or registration renewal in accordance with the provisions of this Ordinance shall be deemed delinquent. The landlord shall pay a penalty equal to one hundred and fifty percent of the fee per subject rental unit for any delinquency incurred after the effective date of this amendment.

If the CEO or his designee determines that good cause exists for a landlord's failure to timely pay the registration fee in accordance with the provisions of this Ordinance, or failure to post a notice in accordance with the Ordinance, the CEO or his designee may waive the penalties or fines required by this Section. The CEO or his designee may promulgate such rules and regulations as may be necessary to carry out the provisions of this Section.

Section 129.18 AFFORDABLE HOUSING UNITS

This Ordinance does not apply to affordable housing units in the City of Baldwin Park.

Section 129.19 NON-WAIVERABILITY

~~Any provision, whether oral or written in or pertaining to a rental housing agreement, whereby any provision of this Ordinance is waived, for the benefit of the tenant, shall be deemed to be against public policy and shall be void. Any provision, whether oral or written in or pertaining to a rental housing agreement whereby any provision of this Ordinance for the benefit of the tenant is waived, shall be deemed to be against public policy and shall be void.~~

Section 129.20 JUDICIAL REVIEW

A landlord or tenant aggrieved by any action or decision of the City may seek judicial review by appealing to the appropriate court within the jurisdiction.

Section 129.21 REMEDIES

- (a) Any landlord who demands, accepts, receives, or retains any payment of rent in excess of the maximum lawful rent, in violation of the provisions of this Ordinance or any rule, regulation or order hereunder promulgated, including the provisions ensuring compliance with habitability standards and registration fee requirements, shall be liable in a civil action to the tenant from whom such payments are demanded, accepted, received or retained, for reasonable attorney's fees and costs as determined by the court, plus damages in the amount by which the payment or payments demanded, accepted, received or retained exceeds the maximum lawful rent. A civil penalty of treble the amount by which the payment or payments demanded, accepted, received or retained exceeds the maximum lawful rent shall be awarded against the landlord upon a showing that the landlord has acted willfully or with oppression, fraud or malice. No administrative remedy need be exhausted prior to filing suit pursuant to this subsection.

Any person who willfully or knowingly with the intent to deceive, makes a false statement or representation, or knowingly fails to disclose a material fact, in a notice or declaration required in this Ordinance, or in any declaration, application, hearing or appeal permitted under this Ordinance, including any oral or written evidence presented in support thereof, shall be guilty of a misdemeanor.

Any person convicted of a misdemeanor under the provisions of this Ordinance shall be punished by a fine of not more than \$1,000.00 or by imprisonment in the County Jail for a period of not more than six months or both. Each violation of any provision of this Ordinance and each day during which such violation is committed, or continues, shall constitute a separate offense.

- (b) In lieu of filing a civil action, a tenant may file an administrative complaint. The City shall establish by rule and regulation a hearing procedure similar to that set forth in Section 129.05.

- (1) The rules and regulations adopted by the City shall provide for final City action on any complaint for excess rent within one-hundred and eighty (180) days following the date of filing of the complaint.
- (2) In any administrative hearing under this Section, a landlord who demands, accepts, receives or retains any payment of rent in excess of the maximum lawful rent shall be liable for damages in the amount by which the payment or payments demanded, accepted, received or retained exceeds the maximum lawful rent and may be liable for an additional amount not to exceed three thousand dollars (\$3,000.00), for costs, expenses incurred in pursuing the hearing remedy, damages and penalties. The tenant shall bear the burden of proving entitlement to the penalty. The tenant may deduct the penalty and award of damages from future rent payments in the manner provided by the City. An order authorizing rent withholding under this Ordinance shall survive the sale or other transfer of the property and shall be binding upon successors of the landlord against whom the order was made. If a tenant authorized to withhold rent under this Ordinance vacates the property, the landlord shall pay to such tenant a sum equal to the balance of the rent that the tenant could have withheld.

(c) If the tenant from whom such excessive payment is demanded, accepted, received, or retained in violation of the foregoing provisions of this Ordinance or any rule of regulation or order hereunder promulgated fails to bring a civil or administrative action as provided for in this Ordinance within one hundred eighty (180) days from the date of the occurrence of the violation, the City may settle the claim arising out of the violation or bring such action. Thereafter, the tenant on whose behalf the City acted is barred from also bringing an action against the landlord in regard to the same violation for which the City has made a settlement or brought action. In the event the City settles said claim, it shall be entitled to retain the costs it incurred in settlement thereof, and the tenant against whom the violation has been committed shall be entitled to the remainder.~~If the tenant from whom such excessive payment is demanded, accepted, received or retained in violation of the foregoing provisions of this Ordinance or any rule or regulation or order hereunder promulgated fails to bring a civil or administrative action as provided for in this Ordinance within one hundred eighty (120) days from the date of occurrence of the violation, the City may settle the claim arising out of the violation or bring such action. Thereafter, the tenant on whose behalf the City acted is barred from also bringing an action against the landlord in regard to the same violation for which the City has made a settlement or brought action. In the event the City settles said claim, it shall be entitled to retain the costs it incurred in settlement thereof, and the tenant against whom the violation has been committed shall be entitled to the remainder.~~

(d) The appropriate court in the jurisdiction in which the controlled rental unit affected is located shall have jurisdiction over all actions brought under this Section.

Section 129.22 CRIMINAL REMEDIES

Any landlord found to be in willful or continuous violation of this Ordinance shall be guilty of a misdemeanor. Any landlord convicted of a misdemeanor under the provisions of this Ordinance shall be punished by a fine of not more than \$500 (Five Hundred Dollars), or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.~~Any landlord violating this Ordinance shall be guilty of a misdemeanor. Any landlord convicted of a misdemeanor under the provisions of this Ordinance shall be punished by a fine of not more than Five Hundred Dollars (\$500), or by imprisonment in the county jail for a period not exceeding six months, or by both such fine and imprisonment.~~

Section 129.23 INJUNCTIVE AND OTHER CIVIL RELIEF

The City, and tenants and landlords of controlled units, may seek relief from the appropriate court within the jurisdiction within which the affected controlled rental unit is located to enforce any provision of this Ordinance or its implementing regulations or to restrain or enjoin any violation of this Ordinance and of the rules, regulations, orders and decisions of the City.

Section 129.24 PARTIAL INVALIDITY

If any provision of this Ordinance or application thereof to any person or circumstances is held invalid, this invalidity shall not affect other provisions or applications of this Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared to be severable. This Ordinance shall be liberally construed to achieve the purposes of this Ordinance and to preserve its validity.

Section 129.25 EXISTING CITY PRACTICES

To the extent that the amendments to this Ordinance adopted at the same time as this Section incorporate rules, regulations, and practices of the City existing on the date of the adoption hereof, this amendment is declarative of existing law and does not impose any new requirements or limit any existing ones.~~To the extent that the amendments to Ordinance adopted at the same time as this Section incorporate rules, regulations and practices of the City existing on the date of the adoption hereof, this amendment is declarative of existing law and does not impose any new requirements or limit any existing ones.~~

Section 129.26 SINGLE FAMILY HOMES

Single family homes, mobile homes, mobile home spaces, duplexes, trailers, and trailer spaces are automatically exempt from the provisions of this Ordinance. For the purposes of this section, the phrase "single family home" shall be defined by its normal use and common construction.~~Single Family homes, Mobile homes, and duplexes are~~

~~automatically exempt from the provisions of this Ordinance.~~

Section 129.27 STATE OWNED PROPERTY

This Ordinance shall not apply to any property which is part of the State Park System or sovereign tidelands and owned by the State of California.

Section 129.28 SEVERABILITY

If any provision of this Ordinance is found to be unconstitutional or otherwise invalid by any court of competent jurisdiction, that invalidity shall not affect the remaining provisions of this Ordinance, which can be implemented without the invalid provisions, and to that end, the provisions of this Ordinance are declared to be severable.

First read at a regular meeting of the City Council of the City of Baldwin Park held on the 20th day of November, 2019, and adopted and ordered published at a regular meeting of said Council on the 4th day of December, 2019.

PASSED, APPROVED, AND ADOPTED this 4th day of December, 2019.

MANUEL LOZANO
MAYOR

ATTEST:

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF BALDWIN PARK } **SS:**

I, JEAN M. AYALA, City Clerk of the City of Baldwin Park, do hereby certify that the foregoing ordinance was introduced and placed upon its first reading at a regular meeting of the City Council on November 20, 2019. Thereafter, said **Ordinance No. 1447** was duly approved and adopted at a regular meeting of the City Council on **December 4, 2019** by the following vote to wit:

AYES: COUNCIL MEMBERS:

NOES: COUNCIL MEMBERS:

ABSENT: COUNCIL MEMBERS:

ABSTAIN: COUNCIL MEMBERS:

JEAN M. AYALA
CITY CLERK

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Lourdes Morales, Chief Deputy City Clerk
DATE: September 2, 2020
SUBJECT: Approve and Adopt Resolution No. 2020-041 Entitled, "A Resolution of the City Council of the City of Baldwin Park, California, Appointing Representatives and Alternates as Official Representatives of the City"; and Review and Appoint Members to the City for the San Gabriel Valley Water Association, Independent Cities Lease Finance Authority, and the Foothill Transit Zone

SUMMARY

This report requests City Council selection of designated representatives and alternates as official representatives of the City for the San Gabriel Valley Water Association, Independent Cities Lease Finance Authority, and the Foothill Transit Zone.

RECOMMENDATION

Staff recommends that the City Council rescind Resolution 2020-037 and complete the review and appointment of delegate and alternate to the San Gabriel Valley Water Association, Independent Cities Lease Finance Authority, and the Foothill Transit Zone in Resolution No. 2020-041, entitled: "A Resolution of the City Council of the City of Baldwin Park, California, Appointing Representatives and Alternates as Official Representatives of the City".

FISCAL IMPACT

Not Applicable

BACKGROUND

Currently there is a vacancy on the San Gabriel Valley Water Association, Independent Cities Lease Finance Authority, and the Foothill Transit Zone due to the resignation/retirement of former Council Member Pacheco. The appointed delegate/alternate will serve on these agencies until December 2020.

ALTERNATIVES

Not Applicable

LEGAL REVIEW

Not Applicable

ATTACHMENTS

1. Resolution No. 2020-041 – New Appointment
2. Current Roster of City Council Appointed Delegates

City Council Appointed Delegates to Various Organizations

Agency Name	Delegate	Alternate	Meeting Date/Place	Stipend	Contact Information
San Gabriel Valley Water Association	Manuel Lozano	Vacant	Quarterly Pomona Mining Company Restaurant Breakfast Meeting	No Stipend	Contact: Tony Zampielo tony@watermaster.org 626-815-1300 725 N. Azusa Ave. Azusa, CA 91702
Los Angeles County Sanitation District No's. 15 and 22	Manuel Lozano	Monica Garcia	4 th Wednesday of the Month Joint Administration Office 1955 Workman Mill Road Whittier, CA 90601 1:30 pm	\$125 Per Meeting	Contact: Michael Hsu michaelhsu@lacs.org 562-908-4288 ext. 1112 1955 Workman Mill Rd. Whittier, CA 90601
League of California Cities – Los Angeles Division	Alejandra Avila	Paul C. Hernandez	1 st Thursday of the Month Various locations: http://www.lacities.org 6:00 – 8:30 pm	No Stipend	Contact: Jennifer Quan jquan@cacities.org 626-786-5142 Regional Representative League of California Cities P.O. Box 1444 Monrovia, CA 91017
Civil Defense Area “D” General Membership	Chief of Police	Vacant	3 rd Thursday of the Month Area D Office 500 W. Bonita Avenue Suite 5, San Dimas, CA 91773 8:30 am	No Stipend	Contact: Diana Manzano-Garcia dmanzano@areadonline.com 500 W. Bonita Avenue, Suite 5 San Dimas, CA 91773 909-394-3399 C: 626-201-0919

City Council Appointed Delegates to Various Organizations

Independent Cities Association	Paul C. Hernandez	Alejandra Avila	2 nd Thursday of the Month Rotating Council Chambers 7:00 pm	No Stipend	Contact: Tai Sunnanon www.icacities.org.org 1049 Havenhurst Drive #5 West Hollywood, CA 90046 424-256-5763 ica@icacities.org
Independent Cities Association Lease Finance Authority	Ricardo Pacheco	Chief of Police	As needed Basis Various Locations/Conference Calls Time Varies	\$150 Per Meeting	Contact: Debbie Smith debbie@icfaauthority.org 877-906-0941 P.O Box 6740 Lancaster, CA 93539-6740
Los Angeles County City Selection Committee	Manuel Lozano	Monica Garcia	As needed Basis Various Locations Time Varies	No Stipend	Contact: Cesar Hernandez chernandez@bos.lacounty.gov 500 West Temple Street, Room B50 Suite 383 Los Angeles, CA 90012
Southern California Association of Governments	Monica Garcia	Paul C. Hernandez	Annually in May *This year: May 2-3, 2019 JW Marriot Resort & Spa 74-855 County Club Drive Palm Desert, 92260 9:30 am	No Stipend *Receives comp one night stay w/t meals	Contact: Tess Rey-Chapul REY@scag.ca.gov 213-236-1908 C – 808-799-6971 900 Wilshire Blvd., Ste. 1700 Los Angeles, CA 90017
Foothill Transit Zone	Vacant	Paul C. Hernandez	Last Friday of the Month Foothill Transit Administrative Offices 100 S. Vincent Avenue #200 West Covina, CA 91790 Governing Board: 7:45 am Executive Board: 9:00 am	\$161 Per Meeting	Contact: Christina Lopez clopez@foothilltransit.org 626-931-7204 100 S. Vincent Ave, Suite 200 West Covina, CA 91790

City Council Appointed Delegates to Various Organizations

California Contract Cities Association (CCCA)	Monica Garcia	Manuel Lozano	3 rd Wednesday of the month Various Locations 6:00 – 8:00 pm	No Stipend	Contact: Kelli Lofing California Contract Cities Association 17315 Studebaker Rd. #210 Cerritos, CA 90703 info@contractcities.org staff@contractcities.org
Governing Board of the San Gabriel Valley Mosquito and Vector Control District	Manuel Lozano <i>*Term Expires 12/31/2020</i>	Monica Garcia <i>*Alternate is not required</i> <i>*Term Expires 12/31/2020</i>	2 nd Friday of the Month 1145 N. Azusa Canyon Road West Covina, CA 91790 10:00 am	\$100 Per Meeting	Contact: Esther Elliot 626-814-9466 eelliott@sgvmosquito.org
San Gabriel Valley Council of Governments (SGVCOG)	Monica Garcia	Jean M. Ayala	3 rd Thursdays of the month at 6:00 PM Municipal Water District 602 E. Huntington, Suite B Monrovia, CA 91016 6:00 pm	\$75 Per Meeting	Contact: Stephanie Hernandez 1000 S. Fremont Avenue A-10N, Suite 10-210 Unit #42 Alhambra, CA 91803 shernandez@sgvocog.org 626-457-1800

RESOLUTION NO. 2020-041

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, CALIFORNIA, APPOINTING REPRESENTATIVES AND ALTERNATES AS OFFICIAL REPRESENTATIVES OF THE CITY

WHEREAS, it is the Council's desire to review and/or amend the existing appointments; and

WHEREAS, Resolution No. 2019-056 adopted December 4, 2019 and all other Resolutions inconsistent herewith are hereby repealed and rescinded.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF BALDWIN PARK HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **San Gabriel Valley Water Association – Quarterly luncheon held in various locations**
(MEMBERS RECEIVE A STIPEND – NO)

	Existing Appointees	New Appointees
Representative:	Mayor Manuel Lozano	Mayor Manuel Lozano
Alternate:	Councilmember Ricardo Pacheco	Vacant

Section 2. The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **Los Angeles County Sanitation District Nos. 15 & 22 – 4th Wednesday at 1:30 p.m.; Joint Administration Office**
(MEMBERS RECEIVE A STIPEND – \$125 per meeting)

	Existing Appointees	New Appointees
Representative:	*Mayor Manuel Lozano	Mayor Manuel Lozano
Alternate:	Councilmember Ricardo Pacheco	Mayor Pro Tem Monica Garcia

*Appointment of Mayor required by Sanitation District

Section 3. The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **League of California Cities – Los Angeles County Division – 1st Thursday at 6:00 p.m.; various locations**
(MEMBERS RECEIVE A STIPEND – NO)

	Existing Appointees	New Appointees
Representative:	Mayor Pro Tem Cruz Baca	Councilmember Alejandra Avila
Alternate:	Councilmember Susan Rubio	Councilmember Paul C. Hernandez

Section 4. The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **Civil Defense Area “D” General Membership Meeting – 3rd Thursday at 8:30 a.m.; Area D Office**
(MEMBERS RECEIVE A STIPEND – NO)

	Existing Appointees	New Appointees
Representative:	Chief of Police	Chief of Police
Alternate:	Mayor Manuel Lozano	Mayor Manuel Lozano

Section 6. The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **Independent Cities Association – 2nd Tuesday at 7:00 p.m.; rotating Council Chambers**
(MEMBERS RECEIVE A STIPEND – NO)

	Existing Appointees	New Appointees
Representative:	Mayor Pro Tem Monica Garcia	Councilmember Paul C. Hernandez
Alternate:	Councilmember Ricardo Pacheco	Councilmember Alejandra Avila

Section 7. The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **Independent Cities Association Lease Finance Authority – As Needed Basis in various times/locations**
(MEMBERS RECEIVE A STIPEND – \$150 per meeting)

	Existing Appointees	New Appointees
Representative:	Councilmember Ricardo Pacheco	Vacant
Alternate:	Chief of Police	Chief of Police

Section 8. The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **Los Angeles County – City Selection Committee – As Needed Basis in various times/locations**
(MEMBERS RECEIVE A STIPEND – NO)

	Existing Appointees	New Appointees
Representative:	*Mayor Manuel Lozano	Mayor Manuel Lozano
Alternate:	Mayor Pro Tem Monica Garcia	Mayor Pro Tem Monica Garcia

*Appointment of Mayor required by State Law

Section 9. The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **Southern California Association of Governments – Annual Conference in the month of May**
(MEMBERS RECEIVE A STIPEND – NO)

	Existing Appointees	New Appointees
Representative:	Councilmember Tem Cruz Baca	Mayor Pro Tem Monica Garcia
Alternate:	Councilmember Susan Rubio	Councilmember Paul C. Hernandez

Section 10. The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **Foothill Transit Zone – Last Friday of the Month at 7:45 a.m.; Foothill Transit Administrative Offices**
(MEMBERS RECEIVE A STIPEND – \$161 per meeting)

	Existing Appointees	New Appointees
Representative:	Councilmember Ricardo Pacheco	Vacant
Alternate:	Councilmember Paul C. Hernandez	Councilmember Paul C. Hernandez

Section 11. The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **California Contract Cities Association (CCCA) – 3rd Wednesday at 6:00 p.m. in various locations** **(MEMBERS RECEIVE A STIPEND – No)**

	Existing Appointees	New Appointees
Representative:	Mayor Pro Tem Monica Garcia	Mayor Pro Tem Monica Garcia
Alternate:	Councilmember Susan Rubio	Mayor Manuel Lozano

Section 12. The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **Governing Board of the San Gabriel Valley Mosquito and Vector Control District–2nd Friday at 10:00 a.m. in the District Office** **(MEMBERS RECEIVE A STIPEND – \$100 per meeting)**

	Existing Appointees	New Appointees
Representative:	Councilmember Cruz Baca	Mayor Manuel Lozano Expires: 12/31/2021 per Health and Safety Code § 2024 (a)
Alternate: *Not required	Councilmember Ricardo Pacheco	Mayor Pro Tem Monica Garcia Expires: 12/31/2021 per Health and Safety Code § 2024 (a)

Section 13. The City Council of the City of Baldwin Park does hereby appoint the following persons as representative and alternate members of the **San Gabriel Valley Council of Governments – 3rd Thursdays at 6:00 p.m. at the Municipal Water District** **(MEMBERS RECEIVE A STIPEND – \$75 per meeting)**

	Existing Appointees	New Appointees
Representative:	Councilmember Cruz Baca	Mayor Pro Tem Monica Garcia
Alternate:	Mayor Pro Tem Monica Garcia	Councilmember Jean M. Ayala

Section 14. That the City Clerk shall certify to the adoption of this Resolution and shall forward copies hereof to said committees and organizations.

PASSED, APPROVED, AND ADOPTED this 2nd day of September, 2020.

MANUEL LOZANO
MAYOR

ATTEST:
STATE OF CALIFORNIA
COUNTY OF LOS ANGELES
CITY OF BALDWIN PARK } **SS:**

I, LOURDES MORALES, Chief Deputy City Clerk of the City of Baldwin Park do hereby certify that the foregoing **Resolution No. 2020-041** was duly adopted by the City Council of the City of Baldwin Park at a regular meeting thereof held on **September 2, 2020** and that the same was adopted by the following vote to wit:

AYES:	COUNCIL MEMBERS:
NOES:	COUNCIL MEMBERS:
ABSENT:	COUNCIL MEMBERS:
ABSTAIN:	COUNCIL MEMBERS:

LOURDES MORALES
CHIEF DEPUTY CITY CLERK

AGENDA BALDWIN PARK FINANCE AUTHORITY VIRTUAL MEETING SEPTEMBER 2, 2020

7:00 PM

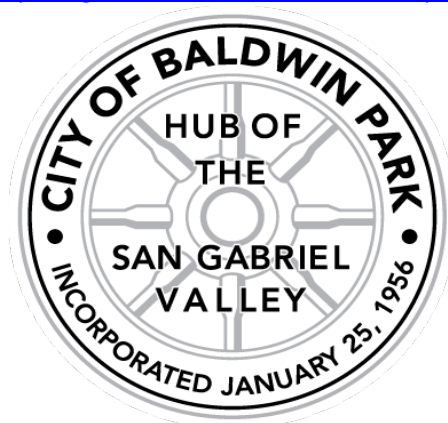
**THE COUNCIL CHAMBER IS CLOSED TO THE PUBLIC
IN ACCORDANCE WITH HEALTH OFFICIALS RECOMMENDATIONS**

In accordance with the Governor's Declarations of Emergency for the State of California (executive Orders N-25-20 and N-29-20) and the Governor's Stay at Home Order (Executive Order N-33-20), the Baldwin Park City Council Meetings are being conducted via teleconference to limit in-person attendance.

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http://baldwinpark.granicus.com/ViewPublisher.php?view_id=10



Manuel Lozano	-	Chair
Paul C. Hernandez	-	Vice Chair
Jean M. Ayala	-	Board Member
Alejandra Avila	-	Board Member
Monica Garcia	-	Board Member

PUBLIC COMMENTS

The public is encouraged to address the City Council or any of its Agencies listed on this agenda on any matter posted on the agenda or on any other matter within its jurisdiction. In accordance with Chapter 39 of the Baldwin Park Municipal Code, Speakers must address the Council as a whole and refrain from making impertinent, slanderous, or profane remarks or disrupt the peace of the meeting.

COMENTARIOS DEL PÚBLICO

Se invita al público a dirigirse al Concilio o cualquiera otra de sus Agencias nombradas en esta agenda, para hablar sobre cualquier asunto publicado en la agenda o cualquier tema que esté bajo su jurisdicción. De acuerdo con el capítulo 39 del Código Municipal de la Ciudad de Baldwin Park, los comentarios deben ser dirigidos al Concilio como una sola entidad, y no ser impertinentes, difamatorios, o profanos, o interrumpir la paz de la reunión.

**FINANCE AUTHORITY
REGULAR VIRTUAL MEETING – 7:00 PM**

CALL TO ORDER

ROLL CALL

**Board Members: Alejandra Avila, Jean M. Ayala, Monica Garcia,
Vice Chair Paul C. Hernandez, and Chair Manuel Lozano**

PUBLIC COMMUNICATIONS

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CONSENT CALENDAR

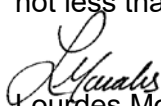
1. Treasurer's Report – June 2020

Staff recommends that the Board receive and file the Treasurer's Report for June 2020.

ADJOURNMENT

CERTIFICATION

I, Lourdes Morales, Chief Deputy Secretary of the Finance Authority hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 27th day of August, 2020.


Lourdes Morales,
Chief Deputy City Clerk

PLEASE NOTE: Copies of staff reports and supporting documentation pertaining to each item on this agenda are available for public viewing and inspection at City Hall, 2nd Floor Lobby Area or at the Los Angeles County Public Library in the City of Baldwin Park. For further information regarding agenda items, please contact the office of the City Clerk at (626) 960-4011 ext. 466 or via e-mail at lmorales@baldwinpark.com.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Public Works Department or Risk Management at (626) 960-4011. Notification 48 hours prior to the meeting will enable staff to make reasonable arrangements to ensure accessibility to this meeting. (28 CFR 34.102.104 ADA TITLE II)

STAFF REPORT



TO: Honorable Chair and Board Members of the Financing Authority

FROM: Rose Tam, Director of Finance

DATE: September 2, 2020

SUBJECT: Treasurer's Report – June 2020

SUMMARY

Attached is the Treasurer's Report for the month of June 2020. The Treasurer's Report lists all cash for the City which includes the Baldwin Park Financing Authority, the Housing Authority, and the Successor Agency to the Community Development Commission (CDC). All investments are in compliance with the City's Investment Policy and the California Government Code.

RECOMMENDATION

Staff recommends that the Board receive and file the Treasurer's Report for June 2020

FISCAL IMPACT

None

BACKGROUND

City of Baldwin Park Investment Policy requires the Treasurer's Report be submitted to the Mayor and City Council on a monthly basis.

LEGAL REVIEW

Not Applicable

ATTACHMENT

1. Exhibit "A", Treasurer's Report

CITY OF BALDWIN PARK
TREASURER'S REPORT
6/30/2020

INVESTMENT DESCRIPTION	INTEREST RATE	PURCHASE DATE	MATURITY DATE	PAR VALUE	CURRENT PRINCIPAL	BOOK VALUE	ESTIMATED MARKET VALUE
<u>State of California Local Agency Investment Fund (LAIF)</u>							
City-Including General Fund & all other Special Revenue Funds	1.22%	Varies	Varies	\$ 32,330,488.92	\$ 32,330,488.92	\$ 32,330,488.92	\$ 32,330,488.92
Housing Authority	1.22%	Varies	Varies	13,976.67	13,976.67	13,976.67	13,976.67
				32,344,465.59	32,344,465.59	32,344,465.59	32,344,465.59
<u>Certificate of Deposit</u>							
Citibank National Association (Mutual Securities)	2.65%	1/25/2019	1/25/2021	250,000.00	250,000.00	250,000.00	253,587.50
Barclays Bank Del (Cantella)	3.05%	12/19/2018	12/21/2020	250,000.00	250,000.00	250,000.00	253,532.50
				500,000.00	500,000.00	500,000.00	507,120.00
Fiscal Agent Funds (Trust/Debt Service Fund)	Varies	Varies	Varies	6,739,828.22	6,739,828.22	6,739,828.22	6,739,828.22
Fiscal Agent Funds - Successor Agency (Trust/Debt Service Fund)	Varies	Varies	Varies	488.95	488.95	488.95	488.95
				6,740,317.17	6,740,317.17	6,740,317.17	6,740,317.17
Total Investments						\$ 39,584,782.76	
<u>Cash with Bank of the West</u>							
City Checking						3,172,476.23	
Money Market Plus						133,557.40	
City Miscellaneous Cash						148,466.47	
Successor Agency						193,495.70	
Housing Authority						412,911.98	
Financing Authority						11,700.00	
Total Cash with Bank of the West						4,072,607.78	
Investment Brokerage Capita Reserves (Dividend Option Cash)						3,824.29	
Total Cash and Investments						\$ 43,661,214.83	

* In accordance with AB X126, the Community Development Commission is dissolved effective January 31, 2012.
The successor agency name is "The City of Baldwin Park as Successor Agency to the Community Development
Schedule of Cash and Investments includes city-wide assets as included in the Comprehensive Annual Financial Report.

* There was no investment maturity/purchase transactions made for the month of June 2020 and several deposits/withdrawals were made through the Local Agency Investment Fund.

In compliance with the California Government Code Section 53646 et seq., I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months that all investments are in compliance to the City's Statement of Investment Policy.

Approved by:


Rose Tam
Director of Finance

**AGENDA
BALDWIN PARK
HOUSING AUTHORITY VIRTUAL MEETING
SEPTEMBER 2, 2020**

7:00 PM

***THE COUNCIL CHAMBER IS CLOSED TO THE PUBLIC
IN ACCORDANCE WITH HEALTH OFFICIALS RECOMMENDATIONS***

In accordance with the Governor's Declarations of Emergency for the State of California (executive Orders N-25-20 and N-29-20) and the Governor's Stay at Home Order (Executive Order N-33-20), the Baldwin Park City Council Meetings are being conducted via teleconference to limit in-person attendance.

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Manuel Lozano	-	Chair
Paul C. Hernandez	-	Vice Chair
Alejandra Avila		Board Member
Jean M. Ayala	-	Board Member
Monica Garcia	-	Board Member

PUBLIC COMMENTS

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**HOUSING AUTHORITY
REGULAR VIRTUAL MEETING – 7:00 PM**

CALL TO ORDER

ROLL CALL

**Board Members: Alejandra Avila, Jean M. Ayala, Monica Garcia,
Vice Chair Paul C. Hernandez and Chair Manuel Lozano**

PUBLIC COMMUNICATIONS

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CONSENT CALENDAR

1. Treasurer's Report – June 2020

Staff recommends that the Board receive and file the Treasurer's Report for June 2020.

ADJOURNMENT

CERTIFICATION

I, Lourdes Morales, Chief Deputy Secretary of the Finance Authority hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted on the City Hall bulletin board not less than 72 hours prior to the meeting. Dated this 27th day of August, 2020.



Lourdes Morales,
Chief Deputy City Clerk

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STAFF REPORT



TO: Honorable Chair and Board Members of the Housing Authority
FROM: Rose Tam, Director of Finance
DATE: September 2, 2020
SUBJECT: Treasurer's Report – June 2020

SUMMARY

Attached is the Treasurer's Report for the month of June 2020. The Treasurer's Report lists all cash for the City which includes the Baldwin Park Financing Authority, the Housing Authority, and the Successor Agency to the Community Development Commission (CDC). All investments are in compliance with the City's Investment Policy and the California Government Code.

RECOMMENDATION

Staff recommends that the Board receive and file the Treasurer's Report for June 2020.

FISCAL IMPACT

None

BACKGROUND

City of Baldwin Park Investment Policy requires the Treasurer's Report be submitted to the Mayor and City Council on a monthly basis.

LEGAL REVIEW

Not Applicable

ATTACHMENT

1. Exhibit "A", Treasurer's Report

CITY OF BALDWIN PARK
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6/30/2020

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				32,344,465.59	32,344,465.59	32,344,465.59	32,344,465.59
<u>Certificate of Deposit</u>							
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Fiscal Agent Funds - Successor Agency (Trust/Debt Service Fund)	Varies	Varies	Varies	488.95	488.95	488.95	488.95
				6,740,317.17	6,740,317.17	6,740,317.17	6,740,317.17
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Total Cash and Investments						\$ 43,661,214.83	

* In accordance with AB X126, the Community Development Commission is dissolved effective January 31, 2012.
The successor agency name is "The City of Baldwin Park as Successor Agency to the Community Development
Schedule of Cash and Investments includes city-wide assets as included in the Comprehensive Annual Financial Report.

* There was no investment maturity/purchase transactions made for the month of June 2020 and several deposits/withdrawals were made through the Local Agency Investment Fund.

In compliance with the California Government Code Section 53646 et seq., I hereby certify that sufficient investment liquidity and anticipated revenues are available to meet the City's expenditure requirements for the next six months that all investments are in compliance to the City's Statement of Investment Policy.

Approved by:


Rose Tam
Director of Finance