

**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, October 21, 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: October 15, 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 October 21, 2020.



Lourdes Morales,
Chief Deputy City Clerk

AGENDA BALDWIN PARK

CITY COUNCIL SPECIAL VIRTUAL MEETING

October 21, 2020
5:00 PM

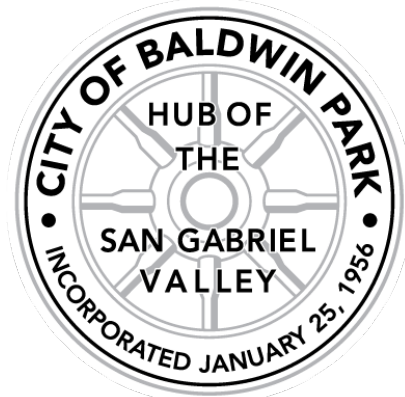
**THE COUNCIL CHAMBER IS CLOSED TO THE PUBLIC
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In accordance with the Governor's Declarations of Emergency for the State of California (executive Orders N-25-20 and N-29-20) and the Governor's Stay at Home Order (Executive Order N-33-20), the Baldwin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

Audio Streaming will be available at:

https://www.youtube.com/channel/UCFLZ0_dFRjy59rhiDZ13Fg/featured?view_as=subscriber

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

CITY COUNCIL

COMENTARIOS DEL PUBLICO

The public is encouraged to address the 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.

SPECIAL VIRTUAL MEETING

Se invita a las personas 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.

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 October 21, 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 October 21, 2020. If you require translation services in another language or sign, please indicate your request in your communication 48 hours prior to the meeting. 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

Jail Facility Operating Options Presentation

Presented by Interim Chief of Police Robert Lopez

RECESS TO CLOSED SESSION

1. Public Employee

Pursuant to Government Code §54957:

Position: Public Works Manager

2. Public Employee Appointment

Pursuant to Government Code §54957:

Position: Chief of Police Recruitment

3. 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 Classified Management Employees Association (CMEA)
Service Employee International Union (SEIU)

4. 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

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

A. Property: 3301 Patriitti Avenue, Baldwin Park, CA 91706

Negotiating Parties:	Parcel 8550-004-001
B. Property:	4150 Puente Avenue (CAN 17-06)
Negotiating Parties:	City of Baldwin Park and Shaun Bershatski, RUKLI, Inc.
C. Property:	13111 Spring Street & 428 Cloverleaf Drive (CAN 17-07)
Negotiating Parties:	City of Baldwin Park and Ming Hong Huang, 428 Cloverleaf, LLC.
D. Property:	4145 Puente Avenue (CAN 17-01)
Negotiating Parties:	City of Baldwin Park and Edward Avakyan Jenome Research
E. Property:	13467 Dalewood Street (CAN 17-09)
Negotiating Parties:	City of Baldwin Park and Darrin Oganessian and Ryan Oganessian, RD Baldwin Park
F. 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
G. Property:	15023 Ramona Boulevard (CAN 17-13)
Negotiating Parties:	City of Baldwin Park and Shaun Szameit, Joshua Pierce and Kevin Huebner, Kultiv8 Group, LLC.
H. Property:	4621 Littlejohn Street (CAN 17-15)
Negotiating Parties:	City of Baldwin Park and Teresa Tsai, GSC Capital Group
I. Property:	4802 Littlejohn Street, Suite B (CAN 17-29)
Negotiating Parties:	City of Baldwin Park and Yichang Bai W&F International Corp.
J. Property:	5175 Commerce Drive (CAN 17-18)
Negotiating Parties:	City of Baldwin Park and Linda Thong, Pacific Cultivation, LLC.
K. Property:	15440, 15442 and 15444 Arrow Highway (CAN 18-01)
Negotiating Parties:	City of Baldwin Park and Tim McCarty Ala Karte, LLC
L. Property:	4802 Littlejohn Street (CAN 17-28)
Negotiating Parties:	City of Baldwin Park and Marco Perez and Ren Yoneyama, VRD, Inc.
M. Property:	13460 Brooks Drive (CAN 17-31)
Negotiating Parties:	City of Baldwin Park and Sigrid Lopez and Artem Karapetyan, Green Health Industries, LLC.
N. Property:	1516 Virginia Avenue (CAN 17-30)
Negotiating Parties:	City of Baldwin Park and David Ju DJCBP Corp., dba Tier One Consulting
O. Property:	14551 Joanbridge Street (CAN 17-02)

Negotiating Parties: City of Baldwin Park and Tony Fong
Baldwin Park Tale Corp.

P. Property: 5018 Lante Street
Negotiating Parties: City of Baldwin Park and Robert Gray
Distinct Indulgence, Inc.

6. 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): Three (3)

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 October 21, 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

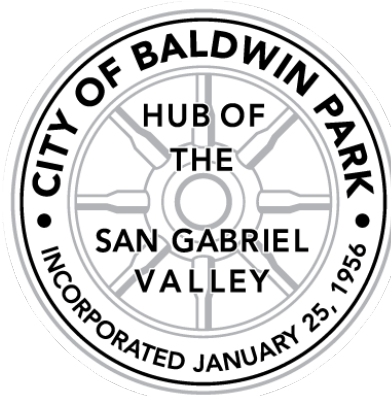
October 21, 2020
7:00 PM

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

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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.

PUBLIC COMMENTS

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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

PROCLAMATIONS, COMMENDATIONS & PRESENTATIONS

- **2020 Election Update**
Presented by Chief Deputy City Clerk Lourdes Morales
- **Domestic Violence Presentation**
Presented by Community Service Officer Cynthia Espinoza

PUBLIC COMMUNICATIONS

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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 – August 2020**
Staff recommends that Council receive and file the Treasurer's Report for August 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):

Adams, Jason	Claim for damages related to various personnel related actions
Doe, AR	Claim for damages related to various personnel related actions
Rodriguez, Daniel	Claim for damages related to various personnel related actions

4. Approval of a Tolling Agreement between the City of Baldwin Park and BKK Working Group

Staff recommends that the City Council approve the Second Tolling Agreement between the City of Baldwin Park and BKK Working Group.

5. Second Reading of 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"

Staff recommends that the City Council waive reading and adopt 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".

6. Ratify and Adopt Resolutions Approving the Memorandum of Understanding between the City of Baldwin Park and the Baldwin Park Classified Management Employees Association (BPCMEA)

Staff recommends that the City Council approve, ratify and adopt:

1. Resolution No. 2020-056 approving the MOU with the Baldwin Park Classified Management Employees Association (BPCMEA).

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 Warrants and Demands

Staff recommends that the Board ratify the attached Warrants and Demands Register.

SA-2 Successor Agency to the Dissolved Community Development Commission of the City of Baldwin Park Treasurer's Report – August 2020

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

PUBLIC HEARING

7. An Appeal of the Planning Commission's Decision to Deny a Request for a Conditional Use Permit for the Operation of a Mobile Recycling Facility within the Industrial Commercial (IC) Zone, Pursuant to Section Table 153.050.020 in the City's Municipal Code (Location: 4242 Park Place; Applicant: Wilmer G. Hernandez Gonzalez; Case Number: CP-20-09

Staff recommends that the City hold a public hearing and adopt Resolution 2020-055, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK ADOPTING THE FINDINGS OF FACT AND DENYING A CONDITIONAL USE PERMIT TO ALLOW THE OPERATION OF A MOBILE RECYCLING FACILITY WITHIN THE INDUSTRIAL COMMERCIAL (IC) ZONE, PURSUANT TO SECTION TABLE 153.050.020 OF THE CITY'S MUNICIPAL CODE. (LOCATION: 4242 PARK PLACE; APPLICANT: WILMER G. HERNANDEZ GONZALEZ; CASE NUMBER: CP-20-09)."

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

None

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 15th day of October, 2020.



Lourdes Morales,
Chief Deputy City Clerk

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STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Rose Tam, Director of Finance
DATE: October 21, 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 \$454,078.88 and the attached General Warrants Register was \$1,411,966.38 for a total amount of \$1,866,045.26.

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 200974 to 200978. Additionally, Automated Clearing House (ACH) Payroll deposits were made on behalf of City Employees from control number 23649 to 23869 for the period of September 20, 2020 through October 03, 2020, inclusive; these are presented and hereby ratified in the amount of \$454,078.88.
2. General Warrants, with the bank drafts in the amount of \$342,060.97 and checks from 230505 to 230663 in the amount of \$1,069,905.41 for the period of September 25, 2020 to October 12, 2020, inclusive; in the total amount of \$1,411,966.38 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 9/25/2020 - 10/12/2020

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
230505	09/28/2020	A-TECH SYSTEMS	CONDUCT ELEVATOR TESTING	245-60-620-53371-15882	475.00
230505	09/28/2020	A-TECH SYSTEMS	CONDUCT ELEVATOR TESTING	252-60-620-53371-00000	475.00
230506	09/28/2020	BALDWIN PARK FLOWERS & GIFTS	RIBBON CUTTING CEREMONY BIKE SHARE PROG	240-50-510-53330-00000	40.00
230507	09/28/2020	DAVID EVANS AND ASSOCIATES INC	LANDSCAPE PLAN CHECKING SERVICES	100-40-000-22350-14133	3492.00
230508	09/28/2020	FOOD 4 LESS	PURCHASE FOOD FOR THE CARES PROG	270-60-630-53100-17051	1815.00
230509	09/28/2020	TRIPLE B CORPORATION	PURCHASE FOOD FOR THE CARES PROG	100-30-310-53403-00000	866.91
230510	09/30/2020	AT&T MOBILITY	SERVICE FOR MOBILE DATA COMPUTERS IN PATROL	270-60-630-53100-17051	2714.00
230511	09/30/2020	BPC PRINT SERVICES INC	OUTSIDE PRINTING SERVICES FOR RESTOCKING	401-10-141-53370-11502	599.88
230512	09/30/2020	BUSINESS CARD	ANNUAL ADOBE SUBSCRIPTION	100-60-610-53330-00000	10.00
230512	09/30/2020	BUSINESS CARD	SG VALLEY NEWS SUBSCRIPTION	100-60-610-53330-00000	3.25
230512	09/30/2020	BUSINESS CARD	NETFLIX MTHLY FEE FOR SR CTR	100-60-630-53330-00000	3.25
230512	09/30/2020	BUSINESS CARD	NETFLIX MTHLY FEE FOR THE BARNES PARK	100-60-660-53330-00000	3.25
230512	09/30/2020	BUSINESS CARD	NETFLIX MTHLY FEE FOR THE ARC	100-60-670-53330-15100	3.25
230512	09/30/2020	BUSINESS CARD	FACEBOOK BOOST FOR SUMMER CONCERTS	100-60-680-53330-00000	50.00
230512	09/30/2020	CELL BUSINESS EQUIPMENT	MAINTENANCE FOR COPIERS	401-10-141-53371-11504	168.63
230513	09/30/2020	CHRISTOPHER KUBERRY	JAN 2020 COBRA HEALTH REIMBURSEMENT	100-00-000-21210-00000	1931.88
230514	09/30/2020	DMATTA	INSTALLATION OF FINE MESH ON SKATE PARK	252-60-620-53371-00000	2250.00
230515	09/30/2020	ENTERPRISE FM TRUST	FLEET LEASING PROGRAM OF CITYWIDE VEHICLES	231-50-590-58140-15727	11792.70
230516	09/30/2020	ENTERPRISE FM TRUST	LEASING PROG FOR 19 FORD F-45	240-50-520-58140-15726	1013.42
230517	09/30/2020	FOOD 4 LESS	PURCHASE FOOD FOR CARES PROG	270-60-630-53100-17051	914.10
230517	09/30/2020	FORENSIC NURSE SPECIALIST, INC	SEXUAL ASSAULT EXAM	100-30-310-51100-00000	800.00
230518	09/30/2020	FRONTIER COMMUNICATIONS	ACCT# 209-150-4860-050799-5	100-30-310-53403-00000	122.19
230519	09/30/2020	GENTRY BROTHERS, INC.	ATP CYCLE 3 PROJECT - MAINE AVE AND PACIFIC AVE	251-50-520-58100-15701	51015.00
230520	09/30/2020	GENTRY BROTHERS, INC.	ATP CYCLE 3 PROJECT - MAINE AVE AND PACIFIC AVE	256-50-520-58100-15701	56022.66
230520	09/30/2020	GENTRY BROTHERS, INC.	ATP CYCLE 3 PROJECT - MAINE AVE AND PACIFIC AVE	258-50-520-58100-15701	341352.81
230520	09/30/2020	GENTRY BROTHERS, INC.	ATP CYCLE 3 PROJECT - MAINE AVE AND PACIFIC AVE	270-50-520-58100-15701	118932.64
230520	09/30/2020	KEYSTONE UNIFORMS	UNIFORM FOR FLORES	100-30-340-53100-00000	73.81
230521	09/30/2020	KEYSTONE UNIFORMS	UNIFORM FOR FLORES	100-30-340-53100-00000	1367.32
230521	09/30/2020	KEYSTONE UNIFORMS	PATCHES FOR CHIEF LOPEZ	100-30-340-53100-00000	21.99
230521	09/30/2020	KEYSTONE UNIFORMS	PATCHES	100-30-340-53100-00000	57.88
230521	09/30/2020	L.A. COUNTY DEPT OF ANIMAL CARE & CONTROL	ANIMAL CONTROL SERVICES	100-30-390-51100-13250	25931.60
230522	09/30/2020	LEXIS NEXIS	CONTINUED UPDATES AND SUPPORT FOR SUSPECT	100-30-310-51100-00000	517.74
230523	09/30/2020	MAJESTIC FIRE PROTECTION	CONTINUED UPDATES AND SUPPORT FOR SUSPECT	100-30-310-51100-00000	503.49
230524	09/30/2020	MERRIMAC ENERGY GROUP	REPLACED PIV HANDLE & LOCK FOR SR CENTER	252-60-620-53371-00000	355.00
230525	09/30/2020	MERRIMAC ENERGY GROUP	REGULAR UNLEADED FUEL, 7.375 GALLONS INCLUDING	402-50-590-53110-16140	7398.28
230526	09/30/2020	MID-VALLEY AUTOMATIC INC.	REGULAR UNLEADED FUEL, 7.375 GALLONS INCLUDING	402-50-591-53110-16140	11097.43
230527	09/30/2020	MIG	SERVICE CALL TO TROUBLESHOOT AND VERIFY CONDITION	100-60-620-53371-00000	294.00
230528	09/30/2020	MILLER'S & ISHAMS FIRE EXTINGUISHERS	CONSULTING SERVICES TO UPDATE HOUSING	235-40-440-51100-14667	5497.46
230528	09/30/2020	MILLER'S & ISHAMS FIRE EXTINGUISHERS	ANNUAL EXTINGUISHER SERVICE FOR ALL CITY FACILITIES	252-60-620-53371-00000	81.65
230528	09/30/2020	MILLER'S & ISHAMS FIRE EXTINGUISHERS	ANNUAL EXTINGUISHER SERVICE FOR ALL CITY FACILITIES	252-60-620-53371-00000	232.55
230528	09/30/2020	MILLER'S & ISHAMS FIRE EXTINGUISHERS	ANNUAL EXTINGUISHER SERVICE FOR ALL CITY FACILITIES	245-60-620-53371-15882	304.50
230528	09/30/2020	MILLER'S & ISHAMS FIRE EXTINGUISHERS	ANNUAL EXTINGUISHER SERVICE FOR ALL CITY FACILITIES	100-60-620-53371-00000	1104.67
230528	09/30/2020	MILLER'S & ISHAMS FIRE EXTINGUISHERS	ANNUAL EXTINGUISHER SERVICE FOR ALL CITY FACILITIES	252-60-620-53371-00000	398.16
230528	09/30/2020	MILLER'S & ISHAMS FIRE EXTINGUISHERS	ANNUAL EXTINGUISHER SERVICE FOR ALL CITY FACILITIES	252-60-620-53371-00000	26.25
230529	09/30/2020	MONTY'S ELECTRIC, INC.	REPAIRS AT VETERAN'S MONUMENT AND REMOVAL OF MAROU	252-60-620-53371-00000	662.00
230530	09/30/2020	OFFICE DEPOT INC	MATERIALS & SUPPLIES FOR PD	100-30-310-53100-00000	212.89
230530	09/30/2020	OFFICE DEPOT INC	MATERIALS & SUPPLIES FOR PD	100-30-310-53100-00000	155.18
230531	09/30/2020	RED WING BRANDS OF AMERICA INC	STEVEN NOVOA	240-50-550-53100-00000	300.00
230531	09/30/2020	RED WING BRANDS OF AMERICA INC	ABRAHAM ARREZOLA	251-50-571-53100-00000	147.46
230531	09/30/2020	RED WING BRANDS OF AMERICA INC	RUBEN MARTINEZ	240-50-550-53100-00000	300.00
230531	09/30/2020	RED WING BRANDS OF AMERICA INC	GEORGE MARTINEZ	240-50-550-53100-15705	300.00
230531	09/30/2020	RED WING BRANDS OF AMERICA INC	ANTHONY VAZQUEZ	246-50-540-53100-15705	300.00
230532	09/30/2020	SHI INTERNATIONAL CORP	MICKROSOFT WINDOWS SERVER 2019 /E/A AND	401-10-140-53390-00000	2907.75
230532	09/30/2020	SHI INTERNATIONAL CORP	SUPPLIES FOR EVIDENCE	401-10-140-53101-00000	4822.00
230533	09/30/2020	SPARKLETTIS	WATER & COFFEE SUPPLIES	100-30-360-53100-00000	22.06
230534	09/30/2020	SPARKLETTIS	WATER & COFFEE SUPPLIES	100-60-620-53100-00000	338.38
230534	09/30/2020	SPARKLETTIS	WATER AND COFFEE SUPPLIES	252-60-620-53100-00000	338.39
230534	09/30/2020	SPARKLETTIS	WATER AND COFFEE SUPPLIES	100-60-620-53100-00000	329.65
230534	09/30/2020	SPARKLETTIS	WATER AND COFFEE SUPPLIES	252-60-620-53100-00000	329.64
230534	09/30/2020	SPARKLETTIS	WATER AND COFFEE SUPPLIES	100-60-620-53100-00000	615.28
230535	09/30/2020	STANLEY CONVERGENT SECURITY SOLUTIONS	MAINTENANCE ON SECURITY SOFTWARE	100-60-620-53371-00000	132.50
230536	09/30/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CT FACILITIES	100-60-620-53371-00000	93.00

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
230536	09/30/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES & PARKS	252-60-620-53371-00000	97.00
230536	09/30/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES & PARKS	252-60-620-53371-00000	75.00
230536	09/30/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES & PARKS	252-60-620-53371-00000	182.00
230536	09/30/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES & PARKS	252-60-620-53371-00000	147.00
230536	09/30/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES & PARKS	100-60-620-53371-00000	62.00
230536	09/30/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES & PARKS	100-60-620-53371-00000	132.00
230536	09/30/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES & PARKS	100-60-620-53371-00000	90.00
230536	09/30/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES & PARKS	100-60-620-53371-00000	39.00
230536	09/30/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES & PARKS	100-60-620-53371-00000	69.00
230536	09/30/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES & PARKS	252-60-620-53371-00000	50.00
230536	09/30/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES & PARKS	100-60-620-53371-00000	45.00
230536	09/30/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES & PARKS	100-60-620-53371-00000	13.00
230536	09/30/2020	TERMINIX INTERNATIONAL	EXTERMINATOR SERVICES AT CITY FACILITIES & PARKS	402-50-590-53110-16140	73.00
230537	09/30/2020	THE GAS COMPANY	DESTRUCTION OF DEPT CONFIDENTIAL DOCUMENTS	100-30-330-51101-00000	166.86
230538	09/30/2020	THE SHREDDERS	CITY ISSUED GAS CARDS FOR POLICE DEPARTMENT	402-50-591-53110-16140	71.44
230539	09/30/2020	US BANK VOYAGER	STREET SWEEPING	251-50-562-53100-00000	395.06
230540	09/30/2020	VALLEY COUNTY WATER DIST	BOLT-ON BACKBOARD SAFETY PADDING	252-60-620-53371-00000	888.77
230541	09/30/2020	VARSITY BRANDS HOLDING CO., INC		100-00-000-21216-00000	128.48
230542	09/30/2020	AFLAC	AFLAC	100-00-000-21216-00000	888.70
230542	09/30/2020	AFLAC	AFLAC	100-00-000-21216-00000	128.48
230542	09/30/2020	AFLAC	AFLAC	100-00-000-21216-00000	106.91
230542	09/30/2020	AFLAC	AFLAC	100-00-000-21216-00000	106.92
230543	09/30/2020	ALLSTATE WORKPLACE DIVISION	CANCER INSURANCE	100-00-000-21221-00000	-34.64
230543	09/30/2020	ALLSTATE WORKPLACE DIVISION	CANCER INSURANCE	100-00-000-21216-00000	-238.80
230544	09/30/2020	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	1753.73
230544	09/30/2020	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	3929.03
230544	09/30/2020	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	1742.31
230544	09/30/2020	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	3918.83
230544	09/30/2020	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21216-00000	10.00
230544	09/30/2020	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21218-00000	10.00
230544	09/30/2020	AMERICAN FIDELITY ASSURANCE COMPANY	AMERICAN FIDELITY ASSURANCE COMPANY	100-00-000-21218-00000	-100.00
230545	09/30/2020	BALDWIN PARK MINGMT ASSOC.	MANAGEMENT DUES	100-00-000-21219-00000	3738.69
230545	09/30/2020	BALDWIN PARK MINGMT ASSOC.	MANAGEMENT DUES	100-00-000-21219-00000	1126.16
230546	09/30/2020	BALDWIN PARK POLICE ASSOC	POLICE SWORN DUES	100-00-000-21219-00000	3610.03
230546	09/30/2020	BALDWIN PARK POLICE ASSOC	POLICE SWORN DUES	100-00-000-21219-00000	1126.16
230546	09/30/2020	BALDWIN PARK POLICE ASSOC	POLICE SWORN DUES	100-00-000-21219-00000	-24.50
230546	09/30/2020	BALDWIN PARK POLICE ASSOC	POLICE SWORN DUES	403-10-000-47130-13404	784.00
230547	09/30/2020	C.L.E.A.	CLEA DISABILITY POLICE SWORN	403-10-000-47130-13404	784.00
230547	09/30/2020	C.L.E.A.	CLEA DISABILITY POLICE SWORN	100-00-000-21226-00000	18.00
230547	09/30/2020	C.L.E.A.	CLEA DISABILITY POLICE SWORN	100-00-000-21226-00000	45.00
230548	09/30/2020	CITY EMPLOYEES ASSOCIATES	DUES CMEA	100-00-000-21226-00000	18.00
230548	09/30/2020	CITY EMPLOYEES ASSOCIATES	DUES CMEA	100-00-000-21227-00000	45.00
230548	09/30/2020	CITY EMPLOYEES ASSOCIATES	DUES CONFIDENTIAL/CEA	100-00-000-21227-00000	-19.17
230548	09/30/2020	CITY EMPLOYEES ASSOCIATES	DUES CONFIDENTIAL/CEA	100-00-000-21211-00000	14.74
230549	09/30/2020	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21211-00000	266.89
230549	09/30/2020	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21211-00000	92.89
230549	09/30/2020	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21253-00000	271.20
230549	09/30/2020	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21211-00000	92.89
230549	09/30/2020	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21253-00000	-73.32
230549	09/30/2020	LIBERTY DENTAL PLAN	DENTAL HMO - LIBERTY DENTAL	100-00-000-21211-00000	73.31
230550	09/30/2020	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21211-00000	3700.11
230550	09/30/2020	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21211-00000	413.20
230550	09/30/2020	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21253-00000	3315.52
230550	09/30/2020	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21211-00000	413.20
230550	09/30/2020	MUNICIPAL DENTAL POOL	DENTAL PPO - MUNICIPAL SERVICES AUTHORITY	100-00-000-21253-00000	323.00
230551	09/30/2020	P.T.E.A.	DENTAL DUES	100-00-000-21220-00000	85.50
230551	09/30/2020	P.T.E.A.	DENTAL DUES	100-00-000-21224-00000	323.00
230551	09/30/2020	P.T.E.A.	DENTAL DUES	100-00-000-21220-00000	85.50
230551	09/30/2020	P.T.E.A.	DENTAL DUES	100-00-000-21224-00000	159.43
230552	09/30/2020	PRE-PAID LEGAL SERVICES, INC.	PRE-PAID LEGAL SERVICES	100-00-000-21230-00000	159.42
230552	09/30/2020	PRE-PAID LEGAL SERVICES, INC.	PRE-PAID LEGAL SERVICES	100-00-000-21230-00000	-14.70
230553	09/30/2020	STANDARD INSURANCE COMPANY	VISION - STANDARD INSURANCE COMPANY	100-00-000-21258-00000	55.20
230553	09/30/2020	STANDARD INSURANCE COMPANY	VISION - STANDARD INSURANCE COMPANY	100-00-000-21258-00000	1127.82
230553	09/30/2020	STANDARD INSURANCE COMPANY	VISION - STANDARD INSURANCE COMPANY	100-00-000-21258-00000	1135.68
230553	09/30/2020	STANDARD INSURANCE COMPANY	VISION - STANDARD INSURANCE COMPANY	100-00-000-21210-00000	43.08
230553	09/30/2020	STANDARD INSURANCE COMPANY	VISION - STANDARD INSURANCE COMPANY	100-00-000-21210-00000	-7.26
230553	09/30/2020	STANDARD INSURANCE COMPANY	VISION - STANDARD INSURANCE COMPANY	100-00-000-21254-00000	205.00
230554	09/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS B/50,000	100-00-000-21212-00000	87.00
230554	09/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS C/100,000	100-00-000-21254-00000	191.02
230554	09/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS C/100,000	100-00-000-21254-00000	191.02
230554	09/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	SUPP. LIFE - LINCOLN NATIONAL	100-00-000-21212-00000	

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
230554	09/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS B/50,000	100-00-000-21254-00000	580.80
230554	09/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS C/100,000	100-00-000-21254-00000	36.25
230554	09/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS D/60,000	100-00-000-21254-00000	21.75
230554	09/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	SUPP. LIFE - LINCOLN NATIONAL	100-00-000-21212-00000	174.58
230554	09/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS B/50,000	100-00-000-21254-00000	367.15
230554	09/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS C/100,000	100-00-000-21254-00000	36.25
230554	09/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	LIFE INS D/60,000	100-00-000-21254-00000	21.75
230554	09/30/2020	THE LINCOLN NATIONAL LIFE INSURANCE COMPANY	BASIC LIFE AND AD&D AND STD & LTD INSURANCE	403-10-160-54130-00000	5529.23
230554	09/30/2020	LEAL & TREJO APC	6/2020 LEGAL SERV HERRERA V. BALDWIN PARK	100-30-131-51102-11105	4856.00
230555	10/01/2020	LEAL & TREJO APC	6/2020 LEGAL SERV PERSONNEL MCLEAN	100-30-131-51102-11105	7276.00
230555	10/01/2020	LEAL & TREJO APC	6/2020 LEGAL SERV RIOS V. BALDWIN PARK	100-10-131-51102-11105	4941.00
230555	10/01/2020	LEAL & TREJO APC	6/2020 LEGAL SERV RUELAS V. BALDWIN PARK	100-10-131-51102-11105	19294.30
230555	10/01/2020	AT&T	PHONE SERVICE	100-30-310-53403-00000	50.98
230556	10/05/2020	AT&T MOBILITY	PHONE SERVICE	100-30-310-53403-00000	453.75
230557	10/05/2020	CHARTER COMMUNICATIONS HOLDINGS, LLC	PURCHASE OF FOOD /PRODUCE FOR THE CARES PROGRAM	100-30-310-53403-00000	415.65
230558	10/05/2020	FOOD 4 LESS	PHONE SERVICE	270-60-530-53100-17051	2692.80
230559	10/05/2020	FRONTIER COMMUNICATIONS	PHONE SERVICE	100-30-310-53403-00000	141.60
230560	10/05/2020	TRIPLE B CORPORATION	PURCHASE OF FOOD /PRODUCE FOR THE CARES PROGRAM	270-60-530-53100-17051	2656.00
230561	10/05/2020	WALMART 3522	PURCHASE OF FOOD /PRODUCE FOR THE CARES PROGRAM	270-60-530-53100-17051	1339.09
230562	10/05/2020	ADAM DITTO	ZAPPOS BOOT CONFIR # 114-8834416-741203	402-50-590-53100-00000	300.00
230563	10/07/2020	AGRISERVE PEST CONTROL INC	APPLY PESTICIDES, FERTILIZER AND GOPHER	251-50-560-51100-00000	185.00
230564	10/07/2020	ALEX MANDOYAN	REFUND C&D 14914 PACIFIC AVE	251-50-560-51100-00000	185.00
230565	10/07/2020	AMERICAN PAPER PLASTIC SERVICES	REFUND C&D 4883 MARION AVE	246-00-000-22540-00000	1182.87
230566	10/07/2020	ANTONIO PLASENCIA	REFUND C&D 4883 MARION AVE	246-00-000-22540-00000	973.90
230567	10/07/2020	ANTONIO PLASENCIA	REFUND C&D 4883 MARION AVE	246-00-000-22540-00000	524.69
230567	10/07/2020	ANTONIO PLASENCIA	REFUND C&D 4889 1/2 MARION AVE	246-00-000-22540-00000	973.90
230567	10/07/2020	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES	251-50-560-53100-00000	65.20
230568	10/07/2020	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES	252-50-570-53100-00000	147.73
230568	10/07/2020	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES	402-50-590-53100-00000	225.95
230569	10/07/2020	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES	251-50-560-53100-00000	87.34
230569	10/07/2020	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES	252-50-570-53100-00000	6.84
230569	10/07/2020	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES	402-50-590-53100-00000	274.05
230569	10/07/2020	ARAMARK UNIFORM SERVICES	UNIFORM SERVICES	251-50-560-53100-00000	87.34
230570	10/07/2020	BROWNSTEIN HYATT FARBER SHRECK, LLP	CT OF IRVINDALE MRT/TS FINAL EIR PROJ THRU APR 20	100-40-131-51102-14105	3068.34
230570	10/07/2020	BROWNSTEIN HYATT FARBER SHRECK, LLP	CT OF IRVINDALE MRT/TS FINAL EIR PROJ THRU MAY 20	100-40-131-51102-14105	361.31
230570	10/07/2020	BROWNSTEIN HYATT FARBER SHRECK, LLP	CT OF IRVINDALE MRT/TS FINAL EIR PROJ THRU JUNE 20	100-40-131-51102-14105	2736.24
230570	10/07/2020	BROWNSTEIN HYATT FARBER SHRECK, LLP	CT OF IRVINDALE MRT/TS FINAL EIR PROJ THRU JULY 20	100-40-131-51102-14105	25917.10
230570	10/07/2020	BROWNSTEIN HYATT FARBER SHRECK, LLP	CT OF IRVINDALE MRT/TS FINAL EIR PROJ THRU AUG 20	100-40-131-51102-14105	45964.22
230571	10/07/2020	CALI BREEZE REFRIGERATION	MAINTENANCE & REPAIRS	100-60-620-53371-00000	715.98
230571	10/07/2020	CALI BREEZE REFRIGERATION	MAINTENANCE & REPAIRS	252-60-620-53371-00000	40.99
230571	10/07/2020	CAR QUEST	PARTS AND SUPPLIES FOR VEHICLES	252-60-620-53371-00000	675.00
230572	10/07/2020	CAR QUEST	PARTS AND SUPPLIES FOR VEHICLES	402-50-590-53100-00000	25.39
230572	10/07/2020	CAR QUEST	PARTS AND SUPPLIES FOR VEHICLES	402-50-590-53100-00000	210.01
230572	10/07/2020	CAR QUEST	PARTS AND SUPPLIES FOR VEHICLES	402-50-590-53100-00000	64.32
230572	10/07/2020	CAR QUEST	PARTS AND SUPPLIES FOR VEHICLES	402-50-590-53100-00000	196.53
230572	10/07/2020	CAR QUEST	PARTS AND SUPPLIES FOR VEHICLES	402-50-590-53100-00000	10.72
230572	10/07/2020	CAR QUEST	PARTS AND SUPPLIES FOR VEHICLES	402-50-590-53100-00000	67.27
230572	10/07/2020	CAR QUEST	PARTS AND SUPPLIES FOR VEHICLES	402-50-590-53100-00000	126.79
230572	10/07/2020	CAR QUEST	PARTS AND SUPPLIES FOR VEHICLES	402-50-590-53100-00000	13.75
230572	10/07/2020	CAR QUEST	PARTS AND SUPPLIES FOR VEHICLES	402-50-590-53100-00000	79.09
230572	10/07/2020	CAR QUEST	PARTS AND SUPPLIES FOR VEHICLES	402-50-590-53100-00000	85.68
230572	10/07/2020	CAR QUEST	PARTS AND SUPPLIES FOR VEHICLES	402-50-590-53100-00000	300.00
230572	10/07/2020	CESAR CORTES	RFND C&D 3611 MAINE AVE	246-00-000-22540-00000	300.00
230573	10/07/2020	CHICAS ESCOBAR	SUPPLIES FOR TRAFFIC CONTROL DIVISION	245-50-550-53100-15622	876.00
230574	10/07/2020	CHICAS ESCOBAR	SUPPLIES FOR TRAFFIC CONTROL DIVISION	245-50-550-53100-15622	328.50
230575	10/07/2020	COMMERCIAL DOOR METAL	REPAIRS DOORS INSIDE COMMUNITY CTR GYMNASIUM	252-60-620-53371-00000	581.57
230576	10/07/2020	DATA TICKET, INC.	DATA TICKET PARKING FOR AUG 2020	100-40-460-51100-00000	55.00
230576	10/07/2020	DATA TICKET, INC.	DATA TICKET FOR ADMIN FOR AUG 2020	100-40-460-51100-00000	100.00
230577	10/07/2020	DAVCO CONSTRUCTION	RFND C&D 13935 CLEARCREST DR	246-00-000-22540-00000	499.99
230578	10/07/2020	DE LAGE LANDEN	MAINTENANCE FOR SHARP MXM654N COPIER	401-10-141-53371-11504	135.30
230578	10/07/2020	DE LAGE LANDEN	LEASE PAYMENTS FOR SHARP MXM654N COPIER	401-10-141-58140-11504	247.40
230579	10/07/2020	EWING IRRIGATION, INC.	IRRIGATION SUPPLIES	251-50-562-53100-00000	1369.49
230579	10/07/2020	EWING IRRIGATION, INC.	IRRIGATION SUPPLIES	251-50-562-53100-00000	69.39
230579	10/07/2020	EWING IRRIGATION, INC.	IRRIGATION SUPPLIES	251-50-562-53100-00000	3456.40
230579	10/07/2020	EWING IRRIGATION, INC.	IRRIGATION SUPPLIES	251-50-562-53100-00000	1125.10
230579	10/07/2020	EWING IRRIGATION, INC.	MATERIALS & SUPPLIES	251-50-562-53100-00000	-53.45

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
230580	10/07/2020	GRAINGER, INC.	MATERIALS & SUPPLIES	251-50-560-53100-00000	165.25
230580	10/07/2020	GRAINGER, INC.	MATERIAL & SUPPLIES	245-50-550-53100-15622	238.26
230581	10/07/2020	HOME DEPOT	MATERIALS & SUPPLIES	240-50-550-53100-15705	51.39
230581	10/07/2020	HOME DEPOT	MATERIALS & SUPPLIES	240-50-550-53100-15705	179.55
230581	10/07/2020	HOME DEPOT	MATERIALS & SUPPLIES	240-50-551-53100-15705	192.54
230581	10/07/2020	HOME DEPOT	MATERIALS & SUPPLIES	240-50-550-53100-15705	187.42
230581	10/07/2020	HOME DEPOT	MATERIALS & SUPPLIES	240-50-550-53100-15705	22.34
230581	10/07/2020	HOME DEPOT	MATERIALS & SUPPLIES	240-50-550-53100-15705	97.52
230581	10/07/2020	HOME DEPOT	MATERIALS & SUPPLIES	240-50-550-53100-15705	159.83
230581	10/07/2020	HOME DEPOT	MATERIALS & SUPPLIES	240-50-550-53100-15705	48.02
230582	10/07/2020	HOSE-MAN INC	HOSES, NOZZLES AND FITTINGS	240-50-550-53100-00000	159.68
230582	10/07/2020	HOSE-MAN INC	HOSES, NOZZLES AND FITTINGS	240-50-590-53100-00000	13.06
230582	10/07/2020	INFINITE SIGN AND GRAPHICS	PREPARATION OF MASS MAILERS FOR BALDWIN PARK	200-40-405-53320-15756	2449.16
230583	10/07/2020	INFINITE SIGN AND GRAPHICS	PREPARATION OF MASS MAILERS FOR BALDWIN PARK	200-40-405-53320-15756	376.05
230583	10/07/2020	INTERSTATE BATTERIES	BATTERIES FOR ALL CT VEHICLE AND POLICE	402-50-590-53100-00000	276.32
230584	10/07/2020	INTERSTATE BATTERIES	BATTERIES FOR ALL CT VEHICLE AND POLICE	402-50-591-53100-00000	276.33
230584	10/07/2020	JEEP CHRYSLER OF ONTARIO, INC.	SERVICE REPAIRS ON POLICE VEHICLES	402-50-591-53371-00000	327.78
230585	10/07/2020	JUAN AYALA	REFUND DWELLING 15115 KENOAK DR. - "PLINED"	501-40-000-22335-00000	1000.00
230586	10/07/2020	KSBAN INC.	BATTERIES FOR DISPATCHER HEADSETS	100-30-310-53100-00000	417.30
230587	10/07/2020	KSBAN INC.	BATTERIES FOR DISPATCHER HEADSETS	100-30-310-53100-00000	1880.24
230587	10/07/2020	LONG TANG	REIMB FOR CASE FOR IPHONE	100-40-450-53100-00000	30.81
230588	10/07/2020	MARCO INDUSTRIES, INC	PARTS AND REPAIRS FOR STREET SWEEPERS	402-50-590-53371-00000	2155.49
230588	10/07/2020	MARCO INDUSTRIES, INC	PARTS AND REPAIRS FOR STREET SWEEPERS	402-50-590-53371-00000	1009.13
230589	10/07/2020	MARIPOSA LANDSCAPES INC.	REPLACEMENT OF A MASTER VALVE RAMONA BLVD	245-50-562-53371-15536	825.00
230590	10/07/2020	MARK CAUDILLO	REMOVE ROOF LETTERING AND REPLACE ON #32 & #34	402-50-591-51101-00000	334.25
230591	10/07/2020	MARK CAUDILLO	REMOVE ROOF LETTERING AND REPLACE ON #32 AND #34	402-50-591-51101-00000	136.25
230592	10/07/2020	MIDWEST MOTOR SUPPLY	GRAFFITI REMOVAL CHEMICAL	240-50-570-53100-14883	278.31
230592	10/07/2020	MILLER'S & ISHAMS FIRE EXTINGUISHERS	SERV FIRE EXTINGUISHERS FOR ALL CT & POLICE VEHIC	402-50-590-51101-00000	327.36
230593	10/07/2020	MILLER'S & ISHAMS FIRE EXTINGUISHERS	SERV FIRE EXTINGUISHERS FOR ALL CT & POLICE VEHIC	402-50-591-51101-00000	327.36
230594	10/07/2020	NICHOLS LUMBER & HARDWARE	MATERIALS & SUPPLIES	245-50-581-53100-15510	46.12
230594	10/07/2020	NICHOLS LUMBER & HARDWARE	MATERIALS & SUPPLIES	245-50-550-53100-15705	19.70
230595	10/07/2020	OMAR PEREZ	RFND C&D 13750 BELGATE ST	246-00-000-22540-00000	347.96
230596	10/07/2020	PAGEFREEZER SOFTWARE INC	PAGEFREEZER PUBLIC RECORDS COMPLIANCE	100-30-310-53100-00000	900.00
230597	10/07/2020	PREMIERE FUELING SERVICES INC	MAINTENANCE AND REPAIRS FOR PUMPS AND	402-50-590-53371-00000	100.00
230598	10/07/2020	PRIME POWER EQUIPMENT	MATERIALS AND SUPPLIES FOR STREET LANDSCAPE CREW	245-50-560-53100-15536	27.36
230598	10/07/2020	PRIME POWER EQUIPMENT	REPAIRS LAWNMOVER & SMALL EQUIPMENTS	251-50-571-53371-00000	85.18
230598	10/07/2020	PRIME POWER EQUIPMENT	REPAIRS AND MAINTENANCE OF STREET	245-50-560-53371-15536	45.45
230599	10/07/2020	RCA INVESTMENTS INC	MATERIALS & SUPPLIES	244-50-581-51101-15510	75.43
230600	10/07/2020	ROADLINE PRODUCTS INC.	MAINTENANCE AND REPAIRS FOR THE UPKEEP	402-50-591-53371-00000	578.85
230601	10/07/2020	SIEMENS MOBILITY INC	MATERIALS & SUPPLIES - PAINTS FOR TRAFFIC CONTROL	254-50-550-53100-15622	909.63
230601	10/07/2020	SIEMENS MOBILITY INC	MAINTENANCE CONTRACT FOR CITY'S TRAFFIC SIGNALS	240-50-530-51100-00000	2128.00
230601	10/07/2020	SIEMENS MOBILITY INC	MAINTENANCE CONTRACT FOR CITY'S TRAFFIC SIGNALS	240-50-530-51100-00000	1881.47
230601	10/07/2020	SIEMENS MOBILITY INC	MAINTENANCE CONTRACT FOR CITY'S TRAFFIC SIGNALS	240-50-530-51100-00000	1800.00
230602	10/07/2020	SOCAL SEALCOAT SOLUTIONS LLC	TACK/DIESEL BROOM	240-50-550-51100-00000	24.58
230603	10/07/2020	SOUTH COAST A.O.M.D	AOMD EM ELEC GEN-DIESEL	402-50-590-51101-00000	421.02
230603	10/07/2020	SOUTH COAST A.O.M.D	FLAT FEE FY20/2021 EMISSIONS	402-50-590-51101-00000	136.40
230603	10/07/2020	SOUTH COAST A.O.M.D	FLAT FEE FOR FY 20/2021 EMISSIONS	240-50-551-53391-15705	287.95
230603	10/07/2020	SUNBELT RENTALS	TOWABLE CONCRETE MIXER	240-50-551-53391-15705	344.37
230604	10/07/2020	SUNBELT RENTALS	GAS COLD WATER PRESSURE WASHER	402-50-590-53100-00000	139.65
230605	10/07/2020	UNITED ROTARY BRUSH CORP	BRUSH & PARTS FOR THE STREET SWEEPER	100-25-299-53370-17050	-3.68
230606	10/07/2020	VERIZON WIRELESS	CELL PHONE SERV 7/22-8/21/2020	100-60-610-53403-00000	307.34
230606	10/07/2020	VERIZON WIRELESS	CELL PHONE SERV 7/22-8/21/2020	100-60-610-53403-00000	-3.90
230606	10/07/2020	VERIZON WIRELESS	CELL PHONE SERV 7/22-8/21/2020	100-60-630-53403-00000	-3.61
230606	10/07/2020	VERIZON WIRELESS	CELL PHONE SERV 7/22-8/21/2020	100-60-620-53403-00000	347.90
230606	10/07/2020	VERIZON WIRELESS	CELL PHONE SERV 7/22-8/21/2020	100-60-630-53403-00000	81.10
230606	10/07/2020	VERIZON WIRELESS	CELL PHONE SERV 7/22-8/21/2020	100-60-640-53403-00000	81.10
230606	10/07/2020	VERIZON WIRELESS	CELL PHONE SERV 7/22-8/21/2020	100-60-650-53403-00000	81.10
230606	10/07/2020	VERIZON WIRELESS	CELL PHONE SERV 7/22-8/21/2020	100-60-660-53403-00000	40.55
230606	10/07/2020	VERIZON WIRELESS	CELL PHONE SERV 7/22-8/21/2020	100-60-670-53403-15100	20.27
230606	10/07/2020	VERIZON WIRELESS	CELL PHONE SERV 7/22-8/21/2020	100-60-680-53403-00000	20.28
230607	10/07/2020	VILLA LANDSCAPE PRODUCTS	CELL PHONE SERV 7/22-8/21/2020	251-50-561-53100-00000	1903.11
230608	10/07/2020	W.F. CONSTRUCTION INC	MATERIALS & SUPPLIES - TREE TIES	246-00-000-22540-00000	300.00
230609	10/07/2020	WAXIE SANITARY SUPPLY	PURCHASE SANITIZING SUPPLIES DURING COVID-19	100-25-299-53370-17050	2055.10
230609	10/07/2020	WAXIE SANITARY SUPPLY	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-00000	32.85
230609	10/07/2020	WAXIE SANITARY SUPPLY	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-00000	32.85
230609	10/07/2020	WAXIE SANITARY SUPPLY	PURCHASE SANITIZING SUPPLIES DURING COVID-19	100-25-299-53370-17050	413.82
230609	10/07/2020	WAXIE SANITARY SUPPLY	PURCHASE SANITIZING SUPPLIES DURING COVID-19	100-25-299-53370-17050	887.77
230609	10/07/2020	WAXIE SANITARY SUPPLY	PURCHASE SANITIZING SUPPLIES DURING COVID-19	100-25-299-53370-17050	1659.10

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
230609	10/07/2020	WAXIE SANITARY SUPPLY	PURCHASE SANITIZING SUPPLIES DURING COVID-19	100-25-299-53370-17050	1538.74
230609	10/07/2020	WAXIE SANITARY SUPPLY	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-00000	273.64
230609	10/07/2020	WAXIE SANITARY SUPPLY	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-00000	1176.81
230609	10/07/2020	WAXIE SANITARY SUPPLY	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-00000	1176.82
230609	10/07/2020	WAXIE SANITARY SUPPLY	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-60-620-53100-00000	527.54
230609	10/07/2020	WAXIE SANITARY SUPPLY	PURCHASE SANITIZING SUPPLIES DURING COVID-19	252-60-620-53100-00000	126.31
230609	10/07/2020	WAXIE SANITARY SUPPLY	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	100-25-299-53370-17050	555.44
230609	10/07/2020	WAXIE SANITARY SUPPLY	MATERIALS & SUPPLIES FOR BLDG MAINTENANCE	252-60-620-53100-00000	674.87
230609	10/07/2020	WAXIE SANITARY SUPPLY	PURCHASE SANITIZING SUPPLIES DURING COVID-19	100-25-299-53370-17050	110.73
230610	10/07/2020	WEST COAST ARBORISTS, INC	MUNICIPAL TREE TRIMS	251-50-561-51100-00000	14381.00
230610	10/07/2020	WEST COAST ARBORISTS, INC	MUNICIPAL TREE TRIMS	251-50-561-51100-00000	266.00
230610	10/07/2020	WEST COAST ARBORISTS, INC	MUNICIPAL TREE TRIMS	251-50-561-51100-00000	25297.35
230610	10/07/2020	WEST COAST ARBORISTS, INC	MUNICIPAL TREE TRIMS	245-50-561-51101-15536	1330.00
230610	10/07/2020	WEST COAST ARBORISTS, INC	WATERING TREES AT DIFFERENT LOCATIONS	246-00-000-72540-00000	300.00
230610	10/07/2020	XIA FANG	REFUND C&D 4250 HORN BROOK AVE	501-40-000-22335-00000	1000.00
230611	10/07/2020	ZHI XIAN ZHENG	REFUND DWELLING 13817 EARL AVE "PLNED"	100-30-340-53100-00000	108.13
230612	10/07/2020	ALL STATE POLICE EQUIPMENT	POLICE EQUIPMENT	100-30-340-53100-00000	941.70
230613	10/07/2020	ALL STATE POLICE EQUIPMENT	EQUIPMENT FOR OFFICER COLEY	100-30-310-53100-00000	402.82
230614	10/07/2020	AMERICAN EAGLE COMPUTER PROD INC.	INK CARTRIDGES FOR POLICE DEPARTMENT	246-50-540-53100-15005	286.83
230615	10/07/2020	ANTHONY VAZQUEZ	MONTHLY EXPENSE REPORT	100-30-310-53403-00000	1402.73
230616	10/07/2020	AT&T	FRAME RELAY SERVICE FOR MOBILE DATA COMPUTERS	100-30-310-53403-00000	1456.84
230616	10/07/2020	AT&T	FRAME RELAY SERVICE FOR MOBILE DATA COMPUTERS	100-30-310-53403-00000	1456.84
230617	10/07/2020	BERLITZ LANGUAGES, INC.	FRAME RELAY SERVICE FOR MOBILE DATA COMPUTERS	100-30-310-53403-00000	350.00
230618	10/07/2020	BUSINESS CARD	BILINGUAL TESTING FOR EMPLOYEES	100-10-160-55742-00000	2.39
230619	10/07/2020	CAR QUEST	CREDIT CARD EXPENSE FOR 8/5/2020-9/4/2020	402-50-590-53100-00000	169.70
230619	10/07/2020	CAR QUEST	PARTS AND SUPPLIES FOR VEHICLES	402-50-590-53100-00000	20.10
230619	10/07/2020	CAR QUEST	PARTS AND SUPPLIES FOR VEHICLES	402-50-590-53100-00000	20.63
230620	10/07/2020	CARLOS VALLE	VEHICLE REPAIRS	100-60-620-53371-00000	5625.00
230620	10/07/2020	CARLOS VALLE	CITY JANITORIAL SERVICES AUGUST 2020	252-60-620-53371-00000	1600.00
230621	10/07/2020	CINTAS FIRST AID & SAFETY	LEASE AED UNITS FOR ALL CITY FACILITIES	403-10-160-51101-11350	396.94
230621	10/07/2020	CINTAS FIRST AID & SAFETY	LEASE AED UNITS FOR ALL CITY FACILITIES	403-10-160-51101-11350	448.95
230621	10/07/2020	CINTAS FIRST AID & SAFETY	LEASE AED UNITS FOR ALL CITY FACILITIES	403-10-160-51101-11350	718.32
230622	10/07/2020	EAGLE AUTO COLLISION	LEASE AED UNITS FOR ALL CITY FACILITIES	403-10-160-51101-11350	718.32
230622	10/07/2020	EAGLE AUTO COLLISION	VEHICLE REPAIRS	402-50-590-53371-00000	3012.31
230622	10/07/2020	EAGLE AUTO COLLISION	VEHICLE REPAIRS	402-50-590-53371-00000	100.00
230623	10/07/2020	FEDEX OFFICE	VEHICLE REPAIRS	402-50-590-53371-00000	1326.21
230624	10/07/2020	FRONTIER COMMUNICATIONS	FOR TRANSPORTATION/GROUND SERVICE	100-40-440-53100-00000	59.20
230625	10/07/2020	GEORGE MARTINEZ	TELEPHONE USAGE LOCAL CALLS	401-10-141-53403-11506	1472.75
230626	10/07/2020	GREG RUVOLO	MONTHLY EXPENSE REPORT	246-50-540-53100-15005	197.07
230626	10/07/2020	H&I HOLDING CORP	INSTALLATION OF TEMPORARY FENCING AT BARNES PARK	100-25-299-53370-17050	1886.00
230628	10/07/2020	HINDERLITER, DE LLAMAS & ASSOCIATES	LANDSCAPE SERVICE AT MCNEIL MANOR	905-40-410-53371-14305	230.00
230629	10/07/2020	HOMER DEPOT	AUDIT SERVICES QUARTER 1 2020	100-25-299-51100-00000	3157.06
230629	10/07/2020	HOMER DEPOT	INSTALLATION OF NEW RANGE	905-40-410-53100-14305	150.68
230629	10/07/2020	HOMER DEPOT	INSTALLATION OF NEW RANGE	905-40-410-53100-14305	42.79
230630	10/07/2020	HONEYWELL INTERNATIONAL INC.	INSTALLATION OF NEW RANGE	905-40-410-53100-14305	16.30
230631	10/07/2020	I COLOR PRINTING	MAINTENANCE CONTRACT FOR HVAC SYSTEM	100-60-620-53371-16100	34663.45
230632	10/07/2020	INTERNATIONAL BUSINESS INFO	CONTRACT SERVICES FOR PRINTING OF BP NOW	230-60-610-51100-11400	3253.33
230633	10/07/2020	JOHN M BERINGER JR	ANNUAL IT SUPPORT FOR FIELD TRAINING OFFICER	100-30-310-51100-00000	5698.30
230634	10/07/2020	LEAGUE OF CALIFORNIA CITIES	GENERAL LIABILITY	403-10-160-54100-00000	1134.15
230635	10/07/2020	MILLER'S & ISHAMS FIRE EXTINGUISHERS	JOB ANNOUNCEMENT -CHIEF OF POLICE	100-10-150-53330-00000	300.00
230635	10/07/2020	MILLER'S & ISHAMS FIRE EXTINGUISHERS	MAINTENANCE MADE TO FIRE EXTINGUISHERS	100-60-620-53371-00000	240.59
230636	10/07/2020	MONTY'S ELECTRIC, INC.	MAINTENANCE MADE TO FIRE EXTINGUISHERS	252-60-620-53371-00000	240.59
230637	10/07/2020	NADA BUS INC	ELECTRICAL REPAIRS IN THE POLICE DEPARTMENT	100-60-620-53371-00000	338.00
230638	10/07/2020	NAN MCKAY & ASSOCIATES, INC	TRANSPORTATION SERVICES	244-60-630-51100-15540	722.50
230639	10/07/2020	NORMAN A. TRAUB & ASSOCIATES	PROFESSIONAL SERVICES	901-40-410-51101-14305	37.50
230640	10/07/2020	RIO HONDO COMM. COLLEGE	POLICE INVESTIGATION	403-10-160-51100-00000	3232.41
230640	10/07/2020	RIO HONDO COMM. COLLEGE	DISPATCH/TERRORISM AWARENESS COURSE-KIM SANTIAGO	501-30-000-22410-00000	13.62
230641	10/07/2020	ROCHESTER MIDLAND CORP.	DISPATCH/TERRORISM AWARENESS COURSE-ROSA ESPARZA	501-30-000-22410-00000	13.62
230641	10/07/2020	ROCHESTER MIDLAND CORP.	DISINFECTANT CLEANER FURING COVID-19	100-25-299-53370-17050	9.07
230642	10/07/2020	ROCHESTER MIDLAND CORP.	OXYGEN AIR CLEANING SERVICES AT CITY FACILITY	100-60-620-53100-00000	198.90
230642	10/07/2020	SIEMENS INDUSTRY, INC.	OXYGEN AIR CLEANING SERVICES AT CITY FACILITY	252-60-620-53100-00000	198.91
230642	10/07/2020	SMART & FINAL	TRAFFIC COLLISION AT BALDWIN PARK BLVD	403-10-160-54100-00000	6552.56
230643	10/07/2020	SMART & FINAL	ICE CREAM FOR SENIOR CITIZEN	501-60-000-22327-00000	896.03
230644	10/07/2020	STANLEY CONVERGENT SECURITY SOLUTIONS	ICE CREAM FOR SENIOR CITIZEN	501-60-000-22327-00000	47.96
230644	10/07/2020	STANLEY CONVERGENT SECURITY SOLUTIONS	MAINTENANCE OF CITY HALL SECURITY SOFTWARE	100-60-620-53371-00000	120.56
230644	10/07/2020	TERMINIX INTERNATIONAL	MAINTENANCE OF CITY HALL SECURITY SOFTWARE	252-60-620-53371-00000	1579.14
230645	10/07/2020		PROFESSIONAL SERVICES RENDERED	905-40-410-53371-14621	1579.13
					93.00

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
230646	10/07/2020	THE GAS COMPANY	SO CAL GAS SERVICES AT MENEIL MANOR	905-40-410-53400-14305	13.13
230647	10/07/2020	THE GEO GROUP INC	JAIL OPERATIONS	100-30-370-51100-00000	34796.72
230648	10/07/2020	USA ALARM SYSTEMS, INC.	FIRE ALARM SYSTEM MONITORING SERVICES	100-60-620-58140-00000	973.34
230648	10/07/2020	USA ALARM SYSTEMS, INC.	FIRE ALARM SYSTEM MONITORING SERVICES	100-60-620-58140-15100	245.00
230648	10/07/2020	USA ALARM SYSTEMS, INC.	FIRE ALARM SYSTEM MONITORING SERVICES	252-60-620-58140-00000	973.33
230648	10/07/2020	USA ALARM SYSTEMS, INC.	FIRE ALARM SYSTEM MONITORING	100-60-620-58140-00000	973.34
230648	10/07/2020	USA ALARM SYSTEMS, INC.	FIRE ALARM SYSTEM MONITORING	100-60-620-58140-15100	245.00
230648	10/07/2020	USA ALARM SYSTEMS, INC.	FIRE ALARM SYSTEM MONITORING	252-60-620-58140-00000	973.33
230649	10/07/2020	VICTORIA VALVERDE	MONTHLY EXPENSE REPORT	246-50-540-53100-15005	197.07
230650	10/07/2020	WASTE MANAGEMENT OF SAN GABRIEL-POMONA VALLEY	WASTE MANAGEMENT SERVICE	905-40-410-53405-14305	242.94
230651	10/08/2020	RAMTEK LLC	EMERGENCY RENTAL OF UNINTERRUPTED POWER	100-30-310-53391-00000	1642.50
230651	10/08/2020	RAMTEK LLC	EMERGENCY RENTAL OF UNINTERRUPTED POWER	100-30-310-53391-00000	1642.50
230651	10/08/2020	ANA VALDIVIA	DEDUCTION	100-00-000-21225-00000	346.15
230652	10/08/2020	LYNDA C SALAS	DEDUCTION	100-00-000-21225-00000	450.00
230653	10/08/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	523.38
230654	10/08/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	374.76
230655	10/08/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	1312.15
230656	10/08/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	316.35
230657	10/08/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	288.61
230658	10/08/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	382.15
230659	10/08/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	617.08
230660	10/08/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	131.53
230661	10/08/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	309.69
230662	10/08/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	92.30
230663	10/08/2020	STATE DISBURSEMENT	DEDUCTION	100-00-000-21225-00000	10.00
DFT0004225	09/30/2020	PERS-RETIREMENT	PERS SURVIVOR RETIREMENT	100-00-000-21206-00000	112.00
DFT0004225	09/30/2020	PERS-RETIREMENT	PERS MISC 350	100-00-000-21206-00000	75.00
DFT0004225	09/30/2020	PERS-RETIREMENT	PERS MISC 352	100-00-000-21206-00000	112.17
DFT0004225	09/30/2020	PERS-RETIREMENT	PERS ADD'L SERVICE CREDIT	100-00-000-21206-00000	157.85
DFT0004225	09/30/2020	PERS-RETIREMENT	PERS MISC CITY PAID	100-00-000-21256-00000	135.30
DFT0004225	09/30/2020	PERS-RETIREMENT	PERS MISC CITY PAID - PEPR	100-00-000-21256-00000	-1037.12
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD HEALTH INSURANCE	100-00-000-21210-00000	435.74
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	PERS SELECT HEALTH INSURANCE	100-00-000-21210-00000	9564.64
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD HEALTH INSURANCE	100-00-000-21210-00000	1755.75
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	ANTHEM SELECT HEALTH INSURANCE	100-00-000-21210-00000	451.32
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	KAISER TRADITIONAL HEALTH INSURANCE	100-00-000-21210-00000	31458.29
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SALUD Y MAS HEALTH INSURANCE	100-00-000-21210-00000	1176.96
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SMART CARE HEALTH INSURANCE	100-00-000-21210-00000	1539.79
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD TRIO	100-00-000-21210-00000	312.47
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	PERS CHOICE HEALTH INSURANCE	100-00-000-21210-00000	1988.82
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	PORAC - POLICE ONLY HEALTH INSURANCE	100-00-000-21210-00000	349.50
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	UNITED HEALTH CARE HEALTH INSURANCE	100-00-000-21210-00000	937.12
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	PERS SELECT HEALTH INSURANCE	100-00-000-21210-00000	1786.53
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD HEALTH INSURANCE	100-00-000-21210-00000	1006.59
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	KAISER HEALTH INSURANCE	100-00-000-21210-00000	8898.57
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SALUD Y MAS HEALTH INSURANCE	100-00-000-21210-00000	1222.51
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SMART CARE HEALTH INSURANCE	100-00-000-21210-00000	600.00
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	ANTHEM SELECT	100-00-000-21210-00000	600.00
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	UNITED HEALTHCARE HEALTH INSURANCE	100-00-000-21210-00000	355.15
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD HEALTH INSURANCE	100-00-000-21210-00000	600.00
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	ANTHEM SELECT HEALTH INSURANCE	100-00-000-21210-00000	8507.52
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	ANTHEM TRADITIONAL HEALTH INSURANCE	100-00-000-21210-00000	1755.75
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	KAISER HEALTH INSURANCE	100-00-000-21210-00000	451.52
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SALUD Y MAS HEALTH INSURANCE	100-00-000-21210-00000	34645.62
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SMART CARE HEALTH INSURANCE	100-00-000-21210-00000	1176.96
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD TRIO	100-00-000-21210-00000	1539.79
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	PERS CHOICE HEALTH INSURANCE	100-00-000-21210-00000	312.47
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	PORAC - POLICE ONLY HEALTH INSURANCE	100-00-000-21210-00000	1278.53
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	UNITED HEALTH CARE HEALTH INSURANCE	100-00-000-21210-00000	349.50
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	PERS SELECT HEALTH INSURANCE	100-00-000-21210-00000	937.12
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD HEALTH INSURANCE	100-00-000-21210-00000	1786.53
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	KAISER HEALTH INSURANCE	100-00-000-21210-00000	8898.57
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SALUD Y MAS HEALTH INSURANCE	100-00-000-21210-00000	1222.51
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SMART CARE HEALTH INSURANCE	100-00-000-21210-00000	600.00
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	ANTHEM SELECT	100-00-000-21210-00000	600.00
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	UNITED HEALTHCARE HEALTH INSURANCE	100-00-000-21210-00000	355.15
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	BLUESHIELD HEALTH INSURANCE	100-00-000-21210-00000	600.00
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	ANTHEM SELECT	100-00-000-21210-00000	8898.57
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SALUD Y MAS HEALTH INSURANCE	100-00-000-21210-00000	1222.51
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	HEALTH NET SMART CARE HEALTH INSURANCE	100-00-000-21210-00000	600.00
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	ANTHEM SELECT	100-00-000-21210-00000	600.00
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	PERS CHOICE HEALTH INSURANCE	100-00-000-21210-00000	355.15
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	UNITED HEALTHCARE HEALTH INSURANCE	100-00-000-21210-00000	600.00
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	RETIRE PREMIUM	100-25-299-50223-00000	76803.51
DFT0004258	10/09/2020	CALIFORNIA PUBLIC EMPLOYEES'	ACTIVE & RETIRED ADMIN FEE	100-25-299-50220-00000	545.69

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
DFT0004263	10/05/2020	PERS-RETIREMENT	PERS SURVIVOR RETIREMENT	100-00-000-21207-00000	-1.86
DFT0004263	10/05/2020	PERS-RETIREMENT	PERS SWORN 351	100-00-000-21206-00000	-236.95
DFT0004263	10/05/2020	PERS-RETIREMENT	PERS SWORN ER REG PAY	100-00-000-21256-00000	-675.91
DFT0004263	10/05/2020	PERS-RETIREMENT	PERS SURVIVOR RETIREMENT	100-00-000-21207-00000	172.98
DFT0004263	10/05/2020	PERS-RETIREMENT	PERS ADDITIONAL RETIREE SVC CR	100-00-000-21206-00000	148.67
DFT0004263	10/05/2020	PERS-RETIREMENT	PERS REDEPOSIT	100-00-000-21206-00000	21.78
DFT0004263	10/05/2020	PERS-RETIREMENT	PERS SWORN- 344	100-00-000-21206-00000	11627.04
DFT0004263	10/05/2020	PERS-RETIREMENT	PERS MISC 350	100-00-000-21206-00000	17093.56
DFT0004263	10/05/2020	PERS-RETIREMENT	PERS SWORN 351	100-00-000-21206-00000	14701.60
DFT0004263	10/05/2020	PERS-RETIREMENT	PERS MISC 352	100-00-000-21206-00000	4694.39
DFT0004263	10/05/2020	PERS-RETIREMENT	PERS SWORN CITY PAID - PEPR A	100-00-000-21256-00000	11666.35
DFT0004263	10/05/2020	PERS-RETIREMENT	PT PERS MISC CITY PAID	100-00-000-21256-00000	38672.16
DFT0004263	10/05/2020	PERS-RETIREMENT	PERS MISC CITY PAID	100-00-000-21256-00000	492.69
DFT0004263	10/05/2020	PERS-RETIREMENT	PERS MISC CITY PAID - PEPR A	100-00-000-21256-00000	23598.59
DFT0004263	10/05/2020	PERS-RETIREMENT	Baldwin Park Police Dept	100-00-000-21256-00000	8468.64
Timewarner0920	09/30/2020	TIME WARNER CABLE	Baldwin Park Police Dept	100-30-310-53403-00000	337.48
Timewarner0920	09/30/2020	TIME WARNER CABLE	Baldwin Park Police Dept	100-30-310-53403-00000	819.76
Timewarner0920	09/30/2020	TIME WARNER CABLE	La County Isd War- Pd Cable Line	100-30-310-53403-00000	283.26
Timewarner0920	09/30/2020	TIME WARNER CABLE	City Of Baldwin Park B	100-30-310-53403-00000	14.99
Timewarner0920	09/30/2020	TIME WARNER CABLE	Baldwin Park City Hall	100-30-340-53405-00000	215.02
Timewarner0920	09/30/2020	TIME WARNER CABLE	City Of Baldwin Park B	100-60-680-51100-00000	104.98
Timewarner0920	09/30/2020	TIME WARNER CABLE	Bo Community Center	100-60-680-51100-00000	73.02
Timewarner0920	09/30/2020	TIME WARNER CABLE	Baldwin Park City Hall	100-60-680-51100-00000	104.99
Timewarner0920	09/30/2020	TIME WARNER CABLE	Teen Center Hilda Solis Park	100-60-680-51100-00000	104.99
Timewarner0920	09/30/2020	TIME WARNER CABLE	Barns Park	100-60-680-51100-00000	8.65
Timewarner0920	09/30/2020	TIME WARNER CABLE	City Of Baldwin Park	401-10-141-53403-11506	1379.00
Timewarner0920	09/30/2020	TIME WARNER CABLE	City Baldwin Maint Yard	402-50-590-53403-00000	233.02
Grand Total: \$					1,411,966.38

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Rose Tam, Director of Finance
DATE: October 21, 2020
SUBJECT: Treasurer's Report – August 2020

SUMMARY

Attached is the Treasurer's Report for the month of August 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 August 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
8/31/2020

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	0.784%	Varies	Varies	\$ 28,709,841.40	\$ 28,709,841.40	\$ 28,709,841.40	\$ 28,709,841.40
Housing Authority	0.784%	Varies	Varies	14,027.67	14,027.67	14,027.67	14,027.67
				28,723,869.07	28,723,869.07	28,723,869.07	28,723,869.07
<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	252,632.50
Barclays Bank Del (Cantella)	3.05%	12/19/2018	12/21/2020	250,000.00	250,000.00	250,000.00	252,317.50
				500,000.00	500,000.00	500,000.00	504,950.00
<u>US Bank - Debt Service Trustee Accounts</u>							
Fiscal Agent Funds (Trust/Debt Service Fund)	Varies	Varies	Varies	6,739,849.03	6,739,849.03	6,739,849.03	6,739,849.03
Fiscal Agent Funds - Successor Agency (Trust/Debt Service Fund)	Varies	Varies	Varies	1,276,627.14	1,276,627.14	1,276,627.14	1,276,627.14
				8,016,476.17	8,016,476.17	8,016,476.17	8,016,476.17
Total Investments					\$	37,240,345.24	
<u>Cash with Bank of the West</u>							
City Checking						1,466,710.78	
Money Market Plus						133,632.07	
City Miscellaneous Cash						131,557.63	
Successor Agency						59,482.43	
Housing Authority						363,622.51	
Financing Authority						11,700.00	
Total Cash with Bank of the West						2,166,705.42	
Investment Brokerage Capita Reserves (Dividend Option Cash)						3,823.37	
Total Cash and Investments						\$	39,410,874.03

* 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 August 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: October 21, 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):

Adams, Jason	Claim for damages related to various personnel related actions
Doe, AR	Claim for damages related to various personnel related actions
Rodriguez, Daniel	Claim for damages related to various personnel related actions

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 Members of the City Council
FROM: Robert Nacionales Tafoya, City Attorney
PREPARED BY: Ron Garcia, City Planner
DATE: October 21, 2020
SUBJECT: Approval of a Tolling Agreement between the City of Baldwin Park and BKK Working Group

SUMMARY

This report recommends approval of the Second Tolling Agreement between the City and BKK Working Group.

RECOMMENDATION

Staff recommends that the City Council approve the Second Tolling Agreement between the City of Baldwin Park and BKK Working Group.

FISCAL IMPACT

There is no fiscal impact by this action.

BACKGROUND

BKK Working Group, an unaffiliated association of entities that has entered into a series of judicially approved consent decrees with the California Department of Toxic Substances Control ("DTSC") to take certain limited actions at the Class I Landfill portion ("Class I Landfill") of the BKK Corporation Landfill Facility in West Covina CA (the "Site"). The BKK Working Group previously entered into a Tolling Agreement with the City of Baldwin Park that will terminate soon. The BKK Working Group has recently discovered information suggesting that the City of Baldwin Park disposed of waste at the Class I Landfill and may therefore be liable for necessary response actions and other costs incurred by the BKK Working Group under §107(a) of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA), 42 U.S.C. 9607(a), and California Health and Safety Code §25323.5. Attached is a Second Tolling Agreement relating to potential claims the BKK Working Group may have against the City of Baldwin Park based on its work at the Class I Landfill. At this time, the Working Group requests that the City of Baldwin Park enter into a Second Tolling Agreement. This will save the City money by not requiring litigation, at this time.

The BKK Site is an approximately 583-acre facility located at 2210 South Azusa Avenue, West Covina, California. The Site contains a closed hazardous waste Class I landfill, a closed Class III municipal solid waste landfill, and related facilities including a leachate treatment plant and a landfill gas collection system. The Class I Landfill is approximately 190 acres in size and accepted waste from roughly 1962 to 1987. In total, the Class I Landfill accepted approximately five million tons of liquid and solid hazardous wastes together with substantially greater amounts of municipal and commercial wastes. BKK Corporation is the owner and operator of the Class I and Class III landfills.

Additional information about the BKK Site may be found at:

<https://dtsc.ca.gov/HazardousWaste/Projects/BKK.cfm> and
<http://www.envirostor.dtsc.ca.gov/public/profile report.asp?global id= 19490005>

DTSC has documented the release or threatened release of hazardous substances, pollutants or contaminants at the Class I Landfill. DTSC spent and will spend public funds, and the BKK Working Group spent and will spend its funds, on actions to investigate and control such releases or threatened releases at the Class I Landfill. Under provisions of California's Hazardous Substance Account Act ("HSAA"), Health and Safety Code sections 25300 et seq., including sections 25355.5(a) and 25358.3(a), DTSC may order potentially responsible parties ("PRPs") to perform response actions deemed necessary by DTSC to protect the public health, welfare or the environment. Also, under the HSAA and CERCLA, PRPs may be compelled to compensate DTSC or other parties, including but not limited to the BKK Working Group, for costs incurred in responding to any release or threatened release at the Class I Landfill. Such actions and costs may include, but are not limited to, expenditures for conducting daily maintenance of the Class I Landfill and associated systems, necessary repair work, monitoring and other post-closure activities, Engineering Evaluation/Cost Analyses, Remedial Investigation/Feasibility Studies, Remedial Design/Remedial Actions, groundwater cleanup and other investigative, planning, response oversight and enforcement activities. In addition, PRPs may be required to pay damages for injury to, destruction of, or loss of natural resources, including the cost of assessing such damages.

Shipping records maintained by DTSC and the BKK Corporation, as well as other business records maintained by the BKK Corporation, identify generators who arranged for the disposal of waste at the Class I landfill. Based on this information, the BKK Working Group believes that the City of Baldwin Park is one of the generators that disposed of waste at the Class I landfill and therefore a PRP with respect to the Facility.

The BKK Working Group has incurred response costs related to the BKK Class I Landfill, including but not limited to costs incurred pursuant to the three Consent Decrees. As a result, the BKK Working Group may possess claims against the City of Baldwin Park for the recovery of response costs pursuant to CERCLA, the HSAA, and California common law. The BKK Working Group strongly prefers that any litigation be deferred until such time as a long-term settlement and enforcement approach has been developed for the Class I Landfill and that the City of Baldwin Park and the other potential entities who possibly arranged for the disposal of wastes have had the opportunity to participate in such a settlement. The BKK Working Group is working with DTSC on such an approach.

This Agreement does not admit liability in any way. This Agreement only tolls the applicable statute of limitations.

LEGAL REVIEW

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

ALTERNATIVE

The City Council may choose not to approve the Second Tolling Agreement.

ATTACHMENTS

1. Second Tolling Agreement

SECOND TOLLING AGREEMENT

This Second Tolling Agreement (“Agreement”) is made and entered into by and between the BKK Working Group and CITY OF BALDWIN PARK. The BKK Working Group is an unincorporated association of the entities identified in Exhibit A. Hereinafter, the BKK Working Group and CITY OF BALDWIN PARK are singularly referred to as a “Party” and collectively referred to as the “Parties.”

Recitals

A. The BKK Working Group has incurred environmental response costs in connection with the BKK Landfills in West Covina, California (the “Facility”) pursuant to three judicially-approved Consent Decrees and six Interim Settlement Agreements between the BKK Working Group and the California Department of Toxic Substances Control (“DTSC”).

B. The BKK Working Group has notified CITY OF BALDWIN PARK that it may have legal liability based upon the disposal of waste material at the Facility under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601, *et seq.*), the California Hazardous Substances Account Act (Cal. Health & Safety Code §§ 25300, *et seq.*), and/or common law. CITY OF BALDWIN PARK denies such liability for purposes of this Agreement.

C. The Parties entered into a Tolling Agreement (“2017 Tolling Agreement”) effective in 2017 that tolled any applicable statute of limitations governing claims that the BKK Working Group could assert against the CITY OF BALDWIN PARK or vice versa relating to the Facility until 2020.

D. The Parties desire to toll any applicable statute of limitations governing claims that the Parties could assert against each other relating to the Facility in the manner set forth below.

E. This Second Agreement is a successor agreement to the 2017 Tolling Agreement.

Terms and Conditions

1. **Tolled Claims.** The Parties agree that all statutes of limitations and any other statute, law, rule or principle of equity of similar effect, including provisions under the California Government Claims Act, California Gov’t Code §§ 900-960.8 (collectively, “Statute of Limitations”) applicable to any rights, claims, causes of action, counterclaims, crossclaims defenses, and claims act presentation regarding, based upon, or arising out of the disposal of waste material at the Facility, or the ownership or operation of the Facility which the BKK Working Group could assert against CITY OF BALDWIN PARK, or which CITY OF BALDWIN PARK could assert against the BKK Working Group as of the Effective Date (“Claims”), shall be tolled for the period between the Effective Date and the Termination Date, and this tolling period shall be excluded from all computations of any applicable period of limitations.

2. **Waiver of Time-Related Defense.** The Parties agree that they shall waive and shall not plead, assert, or otherwise raise any Statute of Limitations or any other time-related

defense otherwise applicable to the Claims, to the extent such limitations period or other time-related defense is tolled by this Agreement, as a bar to or other limitation on any Claim.

3. **Standstill.** The BKK Working Group and CITY OF BALDWIN PARK agree not to initiate litigation concerning the investigation, remediation, or the recovery of costs relating to the Facility against the other Party between the Effective Date and the Termination Date. However, this provision shall not preclude any Party from seeking information pursuant to the California Public Records Act ("PRA"), California Gov't Code §§ 6250-6276.48 from another Party or a third Party relating to waste disposed at or liability associated with the Facility or from enforcing rights to such information under the PRA.

4. **Authorization.** Each of the undersigned certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon the Parties, their successors and any additional entities who may join the BKK Working Group after execution of this Agreement.

5. **No Admission.** By entering into this Agreement, the Parties do not admit any fact nor assume any liability of any kind. Moreover, this Agreement may not be offered as evidence of an admission of such responsibility or liability in any court, administrative, alternative dispute resolution proceeding or legal proceeding, except as to enforce the standstill agreement and as to the issue of the tolling of any Statute of Limitations or any other time-related defense.

6. **No Resurrection of Claims.** The Parties agree that this Agreement shall not apply to any third party and shall not revive any rights, claims, causes of actions, counterclaims, crossclaims or defenses that are already barred by an applicable provision of law as of the Effective Date. Notwithstanding the above, this Agreement shall inure to the benefit of and be binding upon, any and all legal successors to or assigns of the Parties. Nothing expressed or implied in this Agreement is intended to confer on any person other than the Parties and their legal successors or assigns any rights or obligations under this Agreement.

7. **Counterparts.** This Agreement may be signed in counterparts by one or more of the Parties, and those counterparts when taken together shall have the same force and effect as if a single, original document had been signed by all the Parties.

8. **Termination.** The Termination Date of this Agreement shall be the earlier of: (a) three (3) years from the Effective Date or, (b) fifteen (15) days after any Party, in its sole discretion, gives written notification of termination to the other Party. Notwithstanding the termination of this Agreement, the Statute of Limitations shall remain tolled for an additional sixty (60) days following the Termination Date. This provision shall survive the termination of the Agreement.

9. **Preservation of Records.** The Parties shall preserve and maintain, during the term of the tolling period, and for a minimum of 90 days after termination of the tolling period, at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure and relating to waste disposal at the Facility, regardless of any document retention policy to the contrary.

10. **Entire Agreement.** This Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any Party to this Agreement that is not set forth in this Agreement shall be valid or binding, nor shall it be used in construing the terms of the Agreement as set forth herein.

11. **Modifications.** Any modifications to this Agreement must be in writing and signed by all Parties. The Parties acknowledge that this Agreement may be extended for such period of time as the Parties agree in writing.

12. **Effective Date.** The Effective Date of this Agreement shall be September 25, 2020.

IN WITNESS THEREOF, the Parties have executed this Agreement on the dates set forth below.

BKK Working Group and its individual members

By: _____ Date: _____

Name: James J. Dragna, Esq.

Title: Attorney for the BKK Working Group
and its Members identified in Exhibit A

CITY OF BALDWIN PARK

By: _____ Date: _____

Print Name: _____ Title: _____

CONTACT INFORMATION FOR CITY OF BALDWIN PARK

Name: _____

Title: _____

Company: _____

Address: _____

Phone: _____

Email: _____

Exhibit A

- American Honda Motor Co., Inc.
- Ameron International Corp.
- Anadarko E&P Onshore LLC
- Ashland Chemical Company
- Atlantic Richfield Company
- Baker Hughes Oilfield Operations, Inc.
- Baker Petrolite LLC
- Bayer Cropscience Inc.
- Big Heart Pet Brands
- The Boeing Company
- California Resources Corporation
- Chevron Environmental Management Company
- Chevron Marine LLC
- City Of Los Angeles, Acting By And Through The Los Angeles Department Of Water And Power
- ConocoPhillips Company
- Crosby & Overton, Inc.
- The Dow Chemical Company
- Ducommun Aerostructures, Inc.
- Essex Chemical Corporation
- ExxonMobil Corporation
- Filtrol Corporation
- Gemini Industries, Inc.
- General Dynamics Corporation
- General Latex and Chemical Corporation
- Hewlett-Packard Company
- Honeywell International Inc.
- Hugo Neu-Proler
- Huntington Beach Company
- Kal Kan Foods Inc.
- Lockheed Martin Corporation
- Mars, Inc.
- Montrose Chemical Corp. of California
- Mortell Company
- Morton International, Inc.
- National Steel And Shipbuilding Company
- Northrop Grumman Corporation
- Oxy USA Inc.
- Quemetco, Inc.
- Raytheon Company
- Rockwell Automation, Inc.
- Rohm & Hass Company
- Rohr, Inc.
- San Diego Gas & Electric Company
- Shell Oil Company
- Smith International, Inc.
- Southern California Edison Company
- Southern California Gas Company
- The Procter & Gamble Manufacturing Company

- THUMS Long Beach Company
- Todd Pacific Shipyards Corp.
- Union Carbide Corporation
- Union Pacific Railroad / Southern Pacific Transportation Company
- Unisys Corporation
- United States Steel Corporation
- United Technologies Corporation
- Univar USA, Inc.
- Van Waters & Rogers
- Vigor Shipyards, Inc.
- Xerox Corporation

TOLLING AGREEMENT

This Tolling Agreement ("Agreement") is made and entered into by and between the BKK Working Group and City of Baldwin Park. The BKK Working Group is an unincorporated association of the entities identified in Exhibit A. Hereinafter, the BKK Working Group and City of Baldwin Park are singularly referred to as a "Party" and collectively referred to as the "Parties."

Recitals

A. The BKK Working Group has incurred environmental response costs in connection with the BKK Landfills in West Covina, California (the "Facility") pursuant to three judicially-approved Consent Decrees and six Interim Settlement Agreements between the BKK Working Group and the California Department of Toxic Substances Control ("DTSC").

B. The BKK Working Group has notified City of Baldwin Park that it may have legal liability based upon the disposal of waste material at the Facility under the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §§ 9601, *et seq.*), the California Hazardous Substances Account Act (Cal. Health & Safety Code §§ 25300, *et seq.*), and/or common law. City of Baldwin Park denies such liability for purposes of this Agreement.

C. The Parties desire to toll any applicable statute of limitations governing claims that the Parties could assert against each other relating to the Facility in the manner set forth below.

Terms and Conditions

1. **Tolled Claims.** The Parties agree that all statutes of limitations and any other statute, law, rule or principle of equity of similar effect, including provisions under the California Government Claims Act, California Gov't Code §§ 900-960.8 (collectively, "Statute of Limitations") applicable to any rights, claims, causes of action, counterclaims, crossclaims defenses, and claims act presentation regarding, based upon, or arising out of the disposal of waste material at the Facility, or the ownership or operation of the Facility which the BKK Working Group could assert against City of Baldwin Park, or which City of Baldwin Park could assert against the BKK Working Group as of the Effective Date ("Claims"), shall be tolled for the period between the Effective Date and the Termination Date, and this tolling period shall be excluded from all computations of any applicable period of limitations.

2. **Waiver of Time-Related Defense.** The Parties agree that they shall waive and shall not plead, assert, or otherwise raise any Statute of Limitations or any other time-related defense otherwise applicable to the Claims, to the extent such limitations period or other time-related defense is tolled by this Agreement, as a bar to or other limitation on any Claim.

3. **Standstill.** The BKK Working Group and City of Baldwin Park agree not to initiate litigation concerning the investigation, remediation, or the recovery of costs relating to the Facility against the other Party between the Effective Date and the Termination Date. However, this provision shall not preclude any Party from seeking information pursuant to the California Public Records Act ("PRA"), California Gov't Code §§ 6250-6276.48 from another Party or a third Party relating to waste disposed at or liability associated with the Facility or from enforcing rights to such information under the PRA.

4. **Authorization.** Each of the undersigned certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to legally bind such party to all terms and conditions of this document. This Agreement shall be binding upon the Parties, their successors and any additional entities who may join the BKK Working Group after execution of this Agreement.

5. **No Admission.** By entering into this Agreement, the Parties do not admit any fact nor assume any liability of any kind. Moreover, this Agreement may not be offered as evidence of an admission of such responsibility or liability in any court, administrative, alternative dispute resolution proceeding or legal proceeding, except as to enforce the standstill agreement and as to the issue of the tolling of any Statute of Limitations or any other time-related defense.

6. **No Resurrection of Claims.** The Parties agree that this Agreement shall not apply to any third party and shall not revive any rights, claims, causes of actions, counterclaims, crossclaims or defenses that are already barred by an applicable provision of law as of the Effective Date. Notwithstanding the above, this Agreement shall inure to the benefit of and be binding upon, any and all legal successors to or assigns of the Parties. Nothing expressed or implied in this Agreement is intended to confer on any person other than the Parties and their legal successors or assigns any rights or obligations under this Agreement.

7. **Counterparts.** This Agreement may be signed in counterparts by one or more of the Parties, and those counterparts when taken together shall have the same force and effect as if a single, original document had been signed by all the Parties.

8. **Termination.** The Termination Date of this Agreement shall be the earlier of: (a) three (3) years from the Effective Date or, (b) fifteen (15) days after any Party, in its sole discretion, gives written notification of termination to the other Party. Notwithstanding the termination of this Agreement, the Statute of Limitations shall remain tolled for an additional sixty (60) days following the Termination Date. This provision shall survive the termination of the Agreement.

9. **Preservation of Records.** The Parties shall preserve and maintain, during the term of the tolling period, and for a minimum of 90 days after termination of the tolling period, at least one legible copy of all documents and other materials subject to discovery under the Federal Rules of Civil Procedure and relating to waste disposal at the Facility, regardless of any document retention policy to the contrary.

10. **Entire Agreement.** This Agreement contains the entire agreement between the Parties, and no statement, promise, or inducement made by any Party to this Agreement that is not set forth in this Agreement shall be valid or binding, nor shall it be used in construing the terms of the Agreement as set forth herein.

11. **Modifications.** Any modifications to this Agreement must be in writing and signed by all Parties. The Parties acknowledge that this Agreement may be extended for such period of time as the Parties agree in writing.

12. **Effective Date.** The Effective Date of this Agreement shall be September 25, 2017.

IN WITNESS THEREOF, the Parties have executed this Agreement on the dates set forth below.

BKK Working Group

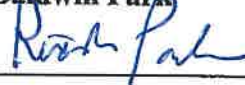
By: 

Date: 2/5/18

Name: James J. Dragna, Esq.

Title: Attorney for the BKK Working Group

City of Baldwin Park

By: 

Date: 1-17-18

Print Name: RICARDO Pacheco Title: _____

CONTACT INFORMATION FOR CITY OF BALDWIN PARK

Name: Shannon Yavchzee

Title: CEO

Company: City of Baldwin Park

Address: 14403 Pacific Ave
Baldwin Park, Ct
91706

Phone: 626 960 4011, Ext. 482

Email: syavchzee@baldwinpark.com

Exhibit A

- American Honda Motor Co., Inc.
- Ameron International Corp.
- Anadarko E&P Onshore LLC
- Ashland Chemical Company
- Atlantic Richfield Company
- Azusa Land Reclamation, Inc.
- Baker Hughes Oilfield Operations, Inc.
- Baker Petrolite LLC
- Bayer Cropscience Inc.
- Big Heart Pet Brands
- The Boeing Company
- Chemical Waste Management, Inc.
- Chevron Environmental Management Company
- Chevron Marine LLC
- City Of Los Angeles, Acting By And Through The Los Angeles Department Of Water And Power
- ConocoPhillips Company
- Crosby & Overton, Inc.
- The Dow Chemical Company
- Ducommun Aerostructures, Inc.
- Essex Chemical Corporation
- ExxonMobil Corporation
- Filtrol Corporation
- Gemini Industries, Inc.
- General Dynamics Corporation
- General Latex and Chemical Corporation
- Hewlett-Packard Company
- Honeywell International Inc.
- Hugo Neu-Proler
- Huntington Beach Company
- Kal Kan Foods Inc.
- Lockheed Martin Corporation
- Mars, Inc.
- Montrose Chemical Corp. of California
- Mortell Company
- Morton International, Inc.
- National Steel And Shipbuilding Company
- Northrop Grumman Corporation
- Quemetco, Inc.
- Raytheon Company
- Rockwell Automation, Inc.
- Rohm & Hass Company
- Rohr, Inc.
- San Diego Gas & Electric Company
- Shell Oil Company
- Southern California Edison Company
- Southern California Gas Company
- The Procter & Gamble Manufacturing Company
- THUMS Long Beach Company

- Todd Pacific Shipyards Corp.
- Union Carbide Corporation
- Union Pacific Railroad / Southern Pacific Transportation Company
- Unisys Corporation
- United States Steel Corporation
- United Technologies Corporation
- Univar USA, Inc.
- USA Waste of California, Inc.
- Van Waters & Rogers
- Vigor Shipyards, Inc.
- Waste Management Collection And Recycling, Inc.
- Waste Management of California, Inc.
- Waste Management Recycling and Disposal Services of California, Inc.
- Western Waste Industries
- Xerox Corporation

STAFF REPORT



TO: Honorable Mayor and Members of the City Council
FROM: Lourdes Morales, Chief Deputy City Clerk
DATE: October 21, 2020
SUBJECT: Second Reading of 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"

SUMMARY

This report requests City Council's consideration to approve the Second Reading of Ordinance No. 1447 which 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. Ordinance No. 1447 was introduced for first reading during a regular meeting of the City Council on September 2, 2020.

RECOMMENDATION

Staff recommends that the City Council waive reading and adopt 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".

FISCAL IMPACT

Not Applicable

BACKGROUND

Ordinance No. 1447 was introduced for first reading during a regular meeting of the City Council held on September 2, 2020.

ALTERNATIVES

Not Applicable

LEGAL REVIEW

Not Applicable

ATTACHMENTS

1. Attachment "A" - Ordinance No. 1447

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.
- (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.
- (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.

- (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.
- (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.

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 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 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.

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.

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.

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.

- (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.

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.

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.

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: Shannon Yauchzee, Chief Executive Officer
Laura J. Thomas, Human Resources/Risk Manager

DATE: October 21, 2020

SUBJECT: Ratify and Adopt Resolutions Approving the Memorandum of Understanding Between the City of Baldwin Park and the Baldwin Park Classified Management Employees Association (BPCMEA)

SUMMARY

This report seeks City Council consideration and adoption of a Resolution approving the Memorandum of Understanding (MOU) between the City of Baldwin Park and the Baldwin Park Classified Management Employees Association (BPCMEA), effective July 1, 2020 through June 30, 2022.

RECOMMENDATION

Staff recommends that the City Council approve, ratify and adopt:

1. Resolution No. 2020-056 approving the MOU with the Baldwin Park Classified Management Employees Association (BPCMEA).

FISCAL IMPACT

The Baldwin Park Classified Management Employees Association MOU is structured similar to the City Employees Association (CEA) and Classified Confidential Employees Association (CCEA) in that the MOU will be implemented over a two year period effective July 1, 2020. There are no cost of living raises or major benefit increases for the term. (unless another group is given one). There is no negative fiscal impact to the General Fund Budget. BPCMEA has also agreed to cap retiree medical for future employees to the PERS minimum, thus saving the City future costs and reducing the unfunded obligation.

BACKGROUND

Per the City Council's direction, staff met and conferred with representatives of the Baldwin Park Classified Management Employees Association (BPCMEA). As approved by the City Council, the negotiation process has been concluded and a majority of the members of the subject bargaining group ratified the proposed changes in the respective Memorandum of Understandings.

Upon adoption of Resolution No. 2020-056 the City of Baldwin Park Classified Management Employees Association will implement the terms and conditions of employment through and including June 30, 2022, as negotiated.

The following are the significant changes to the City's current agreements in the proposed MOU:

BPCMEA

- | | |
|----------------------------------|---|
| 1. Association Dues | Agency shop provision is no longer in effect to conform with current legislation. Dues collected only from consenting members of the organization |
| 2. Bilingual Pay | Bilingual Language Provision revised to include additional languages reflective of the community and based on the needs of the City |
| 3. Short & Long Term Disability | Updated to reflect new supplemental benefits for employees |
| 4. Deferred Compensation | Revised to reflect one (1) provider for the City and implementation of a 401(A) Plan with no additional City contributions |
| 5. Retiree Health Care | Full Retiree Health Care coverage for employees hired prior to July 1, 2020, and only minimum employer contribution required by Government Code section 22892 to retiree health for employees hired on or after July 1, 2020. |
| 6. Vacation Accrual | Employees having less than 5 years of employment, maximum vacation accrual increased from 96 hours to 120 hours per year, and maximum accumulation of hours increased from 120 to 240 hours to be consistent with management positions at this level. |
| 7. Excess Accrued Vacation Hours | Approval to move excess vacation hours to excess vacation bank must be approved by Director, HR Manager and CEO. Request must be tied to business necessity reasons |
| 8. Limited Reopener Clause | Upon request, parties agree to re-open negotiations only on non economic work rules in June of 2021 |
| 9. Me Too Clause | Any increases to base pay or City's contribution to medical benefits provided to other bargaining groups during the life of the contract must also be provided to CMEA |

ALTERNATIVES

Council may choose to provide staff alternatives or direct staff to negotiate further. This would likely require the item to be held over and discussed again in Closed Session. However, this is not recommended as the bargaining unit and the City have tentatively agreed upon these provisions.

LEGAL REVIEW

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

ATTACHMENTS

1. Resolution No. 2020-056 with attached BPCMEA Memorandum of Understanding

RESOLUTION NO. 2020-056

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK, APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF BALDWIN PARK AND THE BALDWIN PARK CLASSIFIED MANAGEMENT EMPLOYEES ASSOCIATION (BPCMEA)

YEARS 2020-2022

WHEREAS, representatives of the City Council of the City of Baldwin Park have met and conferred with duly authorized representatives of the Baldwin Park Classified Management Employees Association (BPCMEA) to make equitable adjustments to wages and other terms and conditions of employment; and

WHEREAS, a Memorandum of Understanding prepared by said representatives has been presented to the City Council for consideration and approval; and

WHEREAS, a majority of the unit members from this group voted to approve the Memorandum of Understanding; and

WHEREAS, attached said report to this resolution as with the date, October 21, 2020 referred to as Exhibit A.

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

SECTION 1. That this City Council does hereby approve and authorize the Mayor of the City of Baldwin Park to sign the "Memorandum of Understanding" the City of Baldwin Park and the Baldwin Park Classified Management Employees Association (BPCMEA); attached hereto as Exhibit B. The Memorandum of Understanding for employees represented by the Baldwin Park Classified Management Employees Association (BPCMEA) is hereby effective for the period from July 1, 2020, through June 30, 2022.

PASSED, APPROVED, AND ADOPTED this 21st day of October, 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. 2020-056** was duly adopted by the City Council of the City of Baldwin Park at a regular meeting thereof held on **October 21, 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

CITY OF BALDWIN PARK

AND

**BALDWIN PARK CLASSIFIED
MANAGEMENT EMPLOYEES
ASSOCIATION (CMEA)**

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**MEMORANDUM OF UNDERSTANDING
JULY 1, 2020 THROUGH JUNE 30, 2022**

PREAMBLE

The City of Baldwin Park, a municipal corporation, and the Baldwin Park Classified Management Employees Association, a recognized employee organization, have been meeting and conferring in good faith consistent with Section 3500 et seq., of the Government Code and have reached agreement as a result of such meetings.

ARTICLE I **SCOPE OF MEMORANDUM OF UNDERSTANDING**

It is the intent and purpose of the Memorandum to set forth mutually beneficial working and economic relations between the parties hereto and to provide an orderly and peaceful means of resolving any misunderstandings which may arise, and to set forth the total and complete understanding and agreement between the parties regarding wages, hours, and other terms and conditions of employment.

ARTICLE II **PARTIES AND RECOGNITION**

The Memorandum of Understanding is made and entered into between the Management representatives of the City of Baldwin Park, hereinafter referred to as the "City" and representatives of the Baldwin Park Classified Management Employees Association, hereinafter referred to as the "Association", a formally recognized exclusive representative of the general unit of City employees pursuant to the Meyers-Milias-Brown Act.

Section A. Appropriate Unit

The classifications covered by this unit are:

Assistant Accounting Manager
Building Official/ Plan Check Supervisor
Engineering Manager

Section B. Terms of Agreement

The parties have met and conferred in good faith regarding wages, hours and other terms and conditions of employment and it is mutually agreed that this Memorandum of Understanding shall be effective 1, 2020 and ending on June 30th, 2022.

Section C. Separability Provision

If any provision or the application of any provision of this agreement as implemented should be rendered or declared invalid by any final court action of competent jurisdiction, the remaining sections of this agreement shall remain in full force and effect for the duration of said agreement. In the event any section of this Memorandum is declared invalid, the City agrees to meet and confer with the Association regarding the impact or implementation of the court order.

Section D. No Strikeout/Lockout Clause

1. The Association, its officers, agents, representatives and/or members agree that during the term of this MOU they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action withholding or refusing to perform services.

2. Any employee who participates in any conduct prohibited in part 1 above may be subject to disciplinary action up to and including discharge.
3. The City agrees that it will not lock out any employee at any time.
4. In the event that anyone or more officers, agents, representatives, or members of the Association engage in any of the conduct prohibited in part 1 above, the Association shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this MOU and is unlawful and they must immediately cease engaging in conduct prohibited in part 1 above and return to work.

Section E. Non-Discrimination

The provisions of the Memorandum shall be applied equally to all employees without unlawful discrimination as to age, gender, marital status, race, color, ancestry, religious creed, national origin, political affiliation or (when the nature of work permits) physical handicap. Any violation of this by the recognized employee organization shall also be subject to immediate correction and possible loss of recognition.

All references to employees in this Memorandum designate all genders, and whenever one gender is used it shall be construed to include both, where appropriate.

Section F. Full Understanding, Modification, and Waiver

It is intended that this agreement sets forth the full and entire understanding of the parties regarding matters set forth herein, and any other prior or existing understanding or agreements by the parties, whether formal or informal, regarding any such matters are superseded or terminated in their entirety.

Except as specifically provided herein; it is agreed and understood that both parties voluntarily and unqualifiedly waives their right, and agree that the other party shall not be required to negotiate with respect to any subject or matter covered herein during the term of this agreement. Nothing contained herein shall preclude the parties from mutually agreeing to meet and confer.

Any agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall not be binding upon the parties hereto unless made and executed in writing by all parties hereto, and if required, approved and implemented by the City Council.

The waiver of any breach, term and or condition of this agreement by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE III

ASSOCIATION RIGHTS

Association Dues

A. The City shall deduct Association membership dues and any other agreed-upon payroll deductions to the extent permitted by law from the pay of each member employee in accordance with the procedures set forth herein.

1. At the direction of a recognized employee organization, the City may deduct dues from the paychecks of consenting members of the organization. Employees shall communicate their requests to begin or cancel membership deductions to the recognized employee organization, and the organization shall inform the City. Dues paying bargaining unit members who have affirmatively consented to or authorized dues deductions shall be entitled to have dues deducted by signing and filing with the Association an authorization form provided by the Association. The Association will notify the City of the employee name and amount of dues to be withheld. The dues deduction form currently in use may continue to be utilized by the Association.

2. The City agrees to direct each member employee to the Association with regard to any questions or concerns related to membership dues or any other mutually agreed payroll deduction.

3. The Association is responsible for providing the City with timely information regarding changes to member employees' dues and any other lawful Association related payroll deductions.

4. Dues withheld by the City shall be transmitted monthly to the Association officer designated in writing by the Association as the person authorized to receive the funds, at the address specified.

5. If dues deduction would result in a negative balance for an employee, the dues will not be withheld and the Association will be notified.

6. The Association shall refund to the City any amounts paid to it in error upon presentation of supporting evidence. The City will pay to the Association any amounts which were not deducted in accordance with the procedures prescribed in this Section.

B. The City shall make payroll deductions in reliance on the Association's certification that the Association has and will maintain an authorization signed by each member employee who affirmatively consents to pay Association membership dues. Similarly, the City shall only cancel or modify membership dues or any other mutually agreed payroll deduction for any member employee in reliance on information provided by the Association to the extent permitted by law.

C. The City shall not request the Association to provide a copy of any member employee's authorization unless a dispute arises about the existence or terms of the authorization.

D. The Association shall indemnify, defend, protect and hold harmless the City and its elected and appointed officials, officers, employees, officers and agents (collectively hereafter the "Indemnitees") from and against any and all claims, liabilities, losses, damages, fines, penalties, claims, demands, suits, actions, causes of action, judgments, costs, and expenses arising from the application of this section, including, but not limited to, any claims made by bargaining unit employees for the return of membership dues deductions the City made in reliance on the Association's certification, and any claims made by any bargaining unit employees for any deduction cancellation or modification the City made in reliance on the information provided by the Association.

E. Employees temporarily assigned out of the unit shall be excused from paying dues

Section B. Association Representatives

1. The Association may designate one officer, board member and representative, who shall be permitted to assist bargaining unit members in the investigation, processing and presentation of grievances, disciplinary actions, the meet and confer process and all activity necessary to facilitate the efficient resolution of any labor-management dispute.
2. The Association shall notify the City in writing of the names of all board members, officers, and representatives who are authorized to represent the employees in the bargaining unit.
3. The City agrees to grant reasonable access to employee work locations of officially designated representatives for the purpose of processing grievances in accordance with this Memorandum of Understanding. Each representative, upon notification to his/her immediate supervisor, may be permitted to leave his/her regular work location during work hours, for reasonable periods of time to perform the following functions with pay:
 - a. To represent to a supervisor, a request for a grievance which the representative has been requested by any employee, or group of employees, to present to such a supervisor.
 - b. Investigate any request for adjustment of grievance in the representatives division, and present such request for adjustment to the supervisor of the employee who initiated the grievance request.
 - c. Attend meetings with management when the representatives presence is necessary to present the grievance for adjustment.
4. No representative shall leave his/her job or area of assignment while his/her presence is necessary for the safe and effective operation of his/her job; the determination to be made by the representative's immediate supervisor or appointing authority.

5. Each representative shall report to his/her supervisor the time leaving his/her work location to perform such duties as set forth herein. The representative shall report to the supervisor immediately upon completion of these duties.
6. When the presence of a representative is desired by an employee, or group of employees, for the presentation, investigation, and/or adjustment of a grievance and/or dispute, the employee or group of employees shall make a request to their immediate supervisor. The supervisor shall arrange for a representative to be present as soon as possible, consistent with safe and efficient operating requirements.
7. Prior to entering any area in the fulfillment of their duties set forth herein, the representative shall notify the supervisor of that area of his/her presence and the reason for his/her business in that area.
8. The City agrees that the representative shall not be hindered, coerced, restrained or interfered with in the performance of their duties and responsibilities provided in the Memorandum of Understanding.
9. The Association and the employer agree hereto that each will cooperate with the other and reduce to a minimum the actual time spent by representatives in the performance of their duties under this Memorandum of Understanding.

ARTICLE IV **MANAGEMENT RIGHTS**

Section A. General

All management rights and functions, except those which are clearly and expressly limited in this Memorandum of Understanding, shall remain vested exclusively in the City. It is expressly recognized merely by way of illustration and not by way of limitation that such rights and functions include, but are not limited to:

1. Manage the City
2. Schedule work hours
3. Establish, modify, or change work schedules or standards
4. Institute changes in procedures
5. Direct the work force, including the right to hire, promote, demote, transfer, suspend, discipline, or discharge any employee
6. Determine the location of any new facilities, buildings, departments, divisions, or subdivisions thereof, and the relocation, sale, leasing, or closing of facilities, departments, or subdivisions thereof.
7. Determine services to be rendered
8. Determine the layout of buildings and equipment and materials to be used therein
9. Determine processes, techniques, methods, and means of performing work
10. Determine the size and characteristics of the work force
11. Determine financial policy including accounting procedures
12. Determine the administrative organization of the system

13. Determine the process of selection, promotion, or transfer of employees
14. Determine the allocation and assignment of work to employees
15. Determine policy affecting the selection of new employees
16. Determine the establishment of quality and quantity standards and the judgment of quality and quantity of work required
17. Determine administration of discipline
18. Determine control and use of City property, materials and equipment
19. Schedule work periods and determine the number and duration of work periods
20. Establish, modify, eliminate or enforce rules and regulations
21. Place work with outside firms
22. Determine the methods and means by which such operations are to be conducted
23. Require employees, where necessary, to take in-service training courses during work hours
24. Determine duties to be included in any job classification
25. Determine the necessity of overtime and the amount of overtime required
26. Take any necessary action to carry out the mission of the City in cases of an emergency
27. Prescribe a uniform dress to be worn by designated employees

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the City, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this contract, and then only to the extent such specific and express terms are in conformance with law.

Any dispute arising out of or in any way connected with either the existence of or the exercise of any of the above described rights of the City is not subject to the grievance provision unless any such dispute is otherwise grievable under another Article of this agreement.

Except in emergencies, or where the City is required to make changes in its operations because of the requirements of law, whenever the exercise of management's rights shall impact on employees in the bargaining unit, the City agrees to meet and confer with representatives of the Association, upon request by the Association, regarding the impact of the exercise of such rights, unless the matter of the exercise of such rights is provided for in this Memorandum of Understanding or in Personnel Rules and Salary Resolutions.

ARTICLE V **COMPENSATION AND SALARIES**

Section A. Retirement

Cal PERS Classic Member-Employees Hired Before January 1, 2013

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this agreement. The plan shall include the following options:

1. 2.7% @ 55 retirement formula (Government Code §21354.4);
2. Single highest year final compensation (Government Code §20042);

3. Military service credit as public service option (Government Code §21024);
4. 1959 Survivors Benefit Level I for which each employee contributes ninety-three cents (\$.93) per pay period (Government Code §21571);
5. Pre-Retirement Death Benefits to continue after remarriage of survivor (Government Code §21551);
6. 2% Annual Cost of Living Allowance (Government Code §21329);
7. The City agrees to contract with CalPERS to include 1959 Survivors Benefit Level IV
8. \$500 Retired Death Benefit

The City will pay 100% of the employer's contribution to the CalPERS retirement program and provide retirement benefits as currently specified under the City's contract with the California Public Employees' Retirement System.

In accordance with City Resolution 2015-094, effective October 25, 2015, employees will pay 100% of the employee's membership contribution to the California Public Employees Retirement System (CalPERS). All such employee contributions shall be deposited in the member's retirement account,

New CalPERS Members Hired On or After January 1, 2013

The City contracts with the State of California Public Employees Retirement System (CalPERS) for the classifications contained in this agreement. The plan shall include the following options:

1. 2% at 62 formula (Government Code §7522.20);
2. Three (3) year average final compensation period (Government Code §20037);
3. Pre-Retirement Death Benefits to continue after remarriage of survivor (Government Code §21551);
4. Military Service Credit as Public Service (Government Code §21024);
5. 1959 Survivors Benefit Level 1 for which each employee contributes ninety-three cents (\$.93) per pay period (Government Code §21571);
6. 2% Annual Cost of Living Allowance (Government Code §21329);
7. Employees will pay 50% of the normal cost, currently 6.25% member contribution to CalPERS;
8. The City agrees to contract with CalPERS to include 1959 Survivors Benefit Level IV;
9. \$500 Retired Death Benefit

Section B. Salaries

The City adopted a Seven Step Compensation Plan (5% between steps), which is made a part hereof, and is on file with the Human Resources/ Risk Manager or theft designated representative(s) in the Human Resources Department. Such Compensation Plan may be amended or revised at the discretion of the City Council subject to the meet and confer process.

No cost of living increases shall be provided to all represented employees of this Association for the 2020/21 or 2021/22 contract years.

Exceptions to the above are summarized in the Me-Too Clause Provision.

Section C. Bilingual Pay

The City shall pay an additional \$100.00 per month to a person who is capable of speaking, reading, and writing, and/or interpreting the languages of Spanish, Cantonese, Mandarin, Japanese, Vietnamese, Tagalog, and American Sign Language, when the City deems those language skills to be operationally necessary or beneficial to the City. Determination of capability shall be made by qualifying tests established by the City, Re-testing of individuals will be required to determine bilingual capability in the above stated languages, Only those individuals who score at the level of "Good" or better will be eligible for bilingual pay.

Section D. Tuition Reimbursement

Section 2.8 of the City's Personnel Rules and Regulations shall be amended to provide that the tuition reimbursement described therein shall allow for reimbursement eligibility for full time employees who have passed original probation shall be in the amount not to exceed \$1,500 per fiscal year.

Personnel Rules §2.8 shall be concurrently amended to provide that tuition reimbursement shall be allowed only for courses provided by an accredited college or university and in a field of study reasonably related to the employee's duties and which are deemed appropriate by the Executive Team.

Effective January 1, 2018, the maximum amount of tuition reimbursement shall be increased to \$2,000 per fiscal year.

Section E. Monthly Phone Allowance

Effective July 1, 2004 the City agrees to implement a monthly cellular telephone allowance of \$40.00 per month.

ARTICLE VI BENEFITS

Section A. Health Benefits/Cafeteria Plan

Medical and Dental

The City will contribute to each employee in the bargaining group a sum not to exceed \$950.00 per month towards benefits as detailed in this section,

The employee is required to maintain a minimum coverage for him/herself in a plan of their choice unless the employee can show proof that they have adequate health insurance coverage through another source, In instances where the employee's medical insurance premium is less than the City's monthly allowance, such employee will have an option to have the excess monies placed towards an existing benefit program. These options include:

1. Placement in a City provided health insurance plan for two (2) party or family coverage.
2. Placement in a City provided dental plan for self, two (2) party or family coverage

3. Placement spread over a combination of the options listed above,
4. Elect to receive any excess monies in cash, which will be considered as taxable income, or
5. Elect to place the excess cash monies in a City provided deferred compensation program.

Effective the first pay period that includes January 1, 2018, the maximum amount of monies that are eligible for cash out shall be capped at \$950 per month.

Effective the first pay period that includes December 1, 2017, the City's contribution to medical and dental premiums shall be increased to \$1050 per month.

Effective the first pay period that includes December 1, 2018, the City's contribution to medical and dental premiums shall be increased to \$1100 per month.

Effective the first pay period that includes December 1, 2019, the City's contribution to medical and dental premiums shall be increased to \$1200 per month.

Vision Plan Coverage

The City will provide a vision plan to all affected employees, and will contribute up to a maximum premium cost of \$34.05 per month. Any premium increase in excess of \$34.05 per month shall be absorbed by the employee.

Section B. Life Insurance

The City shall provide a \$50,000 term life and AD&D insurance for each employee.

Section C. Short Term/Long Term Disability

The City will pay 100% of the employee's premium towards a short term & long term disability program as provided by the City of Baldwin Park.

The Short Term Disability Insurance Plan provides benefits commencing on the 31st day of non-work related injury or illness, and employees will be eligible to receive cash benefit of 66.67% of their weekly salary up to \$1,871 for up to 22 weeks.

The Long Term Disability Insurance Plan provides a cash benefit of 66.67% of your monthly salary up to \$8,100, starting 180 days after you are out of work and continuing up to age 65 or Social Security Normal Retirement Age (SSNRA), whichever is later.

Section D. Deferred Compensation

The City currently offers one (1) established deferred compensation provider to its employees. Deferred compensation is a voluntary program wherein employees

may elect to allocate salary to the City sponsored plan on a pre-tax basis in accordance with the provisions of the plan. Effective upon ratification of this contract, the City shall initiate the process of setting up a 401(a) plan and a Post-Employment Health Plan (PEHP) savings account for members of the group. Once the 401(a) plan is established, the City will contribute \$100.00 per month into the City sponsored 401(a) plan. All contributions to the PEHP and the previous deferred compensation program (457) will be from employees. The City will not make any contributions to the PEHP. Prior to any changes in the program/providers, the City agrees to meet in good faith with the CMEA as part of the meet and confer process.

Section E. Child Care

The City's Before and After School Care (Latch Key) Program shall provide same privileges to employees as residents of Baldwin Park. Section 125 Plan is available for employee's use.

Section F. Retiree Health Care

Employees Hired Before July 1, 2020

For all employees hired prior to July 1, 2020; if upon retirement from the City, the employee enrolls in the City's CalPERS medical care plan, the City will pay only the minimum employer contribution to CalPERS that is required by Government Code section 22892(b). In addition, the City will also pay into the retiree's individual health reimbursement account, or similar reimbursement plan, an amount equal to the difference of the City's minimum employer contribution required by Government Code section 22892(b) and the premium cost for retiree-only coverage in the retiree's chosen medical plan.

Employees Hired On or After July 1, 2020

For all employees hired on or after July 1, 2020, if upon retirement from the City, the employee enrolls in the City's CalPERS medical care plan, the City will pay the minimum employer contribution to CalPERS that is required by Government Code section 22892(b).

ARTICLE VI HOURS

Section A. Work Period

The work period for all employees within the bargaining group shall be seven (7) days in length commencing on Sunday, at 12:01 a.m.

Section B. Hours of Work

Employees assigned to a 4/10 work week shall work Monday through Thursday 7:30a.m. to 6:00p.m.

Section C. Workday

Employees working the 4/10 shall have a standard workday consisting of ten and one-half (10 1/2) hours with nine hours and fifty minutes of work time and forty (40) minutes as a non-paid unrestricted meal period. Meal periods shall be in accordance with department administrative guidelines.

Employees working the 4/10 will be provided with two (2) ten (10) minute rest breaks during the day, one each approximately at the midpoint of each one-half workday. Rest time is not cumulative beyond the scheduled workday within which the break period occurs nor may it be used to extend lunch or shorten the workday.

Alternative Work Schedules

The City agrees to implement a 4/10 plan for all employees assigned to City Hall.

The Association recognizes that the City may, at its sole discretion, end the 4/10 plan at any time. The termination of such 4/10 plan is not subject to the grievance process or any other administrative review. The Association recognizes that the 4/10 plan is not a vested right in any manner, and that the termination of such 4/10 plan is not subject to the grievance process or any other administrative review.

The parties have agreed that although the City shall have an unrestricted management right to terminate any of the work schedules described in the MOU, implementation of that management right shall result in the City engaging the meet and confer process as to the effects of exercising its management rights.

Section D. Administrative Leave

Effective July 1, 2004 each employee shall receive a maximum of fifty (50) hours of administrative leave with pay each fiscal year, the use of such leave shall be at the reasonable discretion of the employee. Unused time at the end of each fiscal year, June 30, will be paid during the following month of July with said time being calculated at their then straight time hourly rate.

Effective July 1, 2017, administrative leave shall be increased to a maximum of sixty (60) hours per fiscal year.

Section E. Holidays

The City shall observe the following holidays:

New Year's Day- January 1st

President's Day- The third Monday in February

Memorial Day- The last Monday in May

Independence Day- July 4th

Labor Day- The first Monday in September

Veteran's Day- November 11th

Thanksgiving Day- The fourth Thursday in November

The Friday following the fourth Thursday in November (5/40 & 9/80 schedules only)

Christmas Eve- December 24th

Christmas Day- December 25th

Employees assigned to a 4/10 Work Schedule

If any of the foregoing holidays falls on a Friday or a Saturday, the holiday will not be observed on the preceding Wednesday or Thursday, If any of the holidays fall on a Sunday, the Monday following is the holiday in lieu thereof,

On January 1 of each year, each affected employee will be credited with ten (10) hours of leave for observance of Martin Luther King Day and ten (10) hours leave, for a total of twenty (20) hours.

City Hall Closure 2017:

There will be a one-time closure of City Hall on December 25-29, 2017. The provided holiday hours for Christmas Eve and Christmas Day will be applied to December 25 & 26, 2017 respectively.

The City will provide an additional 20 hours of holiday time for use on December 27 & 28, 2017 only. Exceptions may be made at Supervisor's discretion for the 20 hours to be used in pay periods 2 & 3 (ending January 27, 2018) if the employee is unable to use the additional holiday hours on the specified dates due to work assignments. The additional 20 hours of holiday time will not be accrued or cashed out under any circumstances.

Section F. Holiday Bank

At the beginning of each calendar year, the City will determine how many of the above holidays fall on non-regularly scheduled work days, as determined by an employee's assigned work schedule. An employee will be credited with an equivalent number of hours of holiday time ("holiday bank").

The actual date for the use of such leave shall be subject to the approval of the employee's department head. For employees working a 4/10 work schedule this leave shall be used in increments of ten (10) hours. For employees working a 9/80 work schedule this leave shall be used in increments equivalent to the work day being requested for time off, i.e., a standard nine (9) hour work day or a "Friday" eight (8) hour work day.

However, upon implementation by the City of accounting procedures and methods whereby use of holiday leave in increments of one (1) hour or more can be reasonable documented, affected employees shall be provided the option of using holiday leave in such increments of time. Although the City shall endeavor in good faith to institute such an accounting process, it shall remain in the sole discretion of the City to determine when such a modified accounting can be reasonable implemented.

Payout

If an employee, because of business necessity, is not able to utilize excess accrued holiday bank hours, upon written request to, and approval of the department head, an employee may be paid for any excess hours over their maximum holiday bank hours accrual. Each January 1, such excess hours will be removed from the employee's holiday bank hours accrual, calculated at their then straight time hourly rate and placed in a holiday hours bank to be paid no later than June 30 of the same year.

If an employee separates employment from the City, and has used holiday bank time prior to the occurrence of the actual holiday, he/she will have his/her vacation leave and/or final paycheck reduced to reflect the excess holiday bank time used.

If an employee separates employment from the City, and has not used any eligible accrued holiday bank time, he/she will be paid for such eligible holiday bank time at his/her straight time rate.

ARTICLE VII LEAVES

Section A. Sick Leave

Every full-time employee represented by this agreement shall accrue sick leave beginning the first full pay period of employment at the rate of 3.693 hours for each pay period of service completed with the City.

Incentive Program

Each eligible employee shall elect their maximum sick leave hours accrual. Dependent upon the total number of currently accrued sick leave hours, the maximum sick leave hours accrual may be set at 300 hours, 600 hours or 900 hours. If an eligible employee wishes to elect a maximum sick leave accrual level that is at a higher level than their closest currently accrued sick leave hours, they may do so, The maximum accrual elected by the eligible employee will be irrevocable.

Once the election is made by the employee, such excess hours will be removed from the employee's sick leave hours accrual, calculated at their then straight time hourly rate and placed into a sick leave hours bank to be paid 75% of the total value, with the timing and methods of payment to be determined by the City.

When an employee's service with the City is terminated for any reason, no compensation shall be paid for the unused sick leave hours accrual bank.

Section B. Vacation

Employees will be entitled to utilize accrued vacation leave after completion of six (6) months continuous employment with the City. Employees may be eligible to utilize accrued vacation leave at an earlier time, upon written request to and approval of their department head.

The times during which an employee may take his/her vacation leave shall be determined by the department head with due regard for the wishes of the employee and for the needs of the service.

Employees shall, each calendar year, be required to take a minimum of forty (40) consecutive hours vacation leave. In addition, an employee may, with approval of the department head use vacation leave in lesser increments during the calendar year.

Employees may accumulate up to a maximum of two (2) vacation periods in any one calendar year for the purpose of a vacation leave with approval of the department head. A vacation period is defined as the maximum amount of vacation leave accrued by an employee in any calendar year.

Effective January 1, 2021, the maximum accrual of vacation leave that may be accumulated shall be as follows:

1. Employees having less than five (5) years of employment (vacation accrual = 120 hours per year), the maximum amount of vacation that may be accumulated shall be 240 hours.

2. Employees having more than five (5) years but less than ten (10) years of employment (vacation accrual = 120 hours per year), the maximum amount of vacation that may be accumulated shall be 240 hours.
3. Employees having more than ten (10) years but less than fifteen (15) years of employment. (vacation accrual = 144 hours per year), the maximum amount of vacation that may be accumulated shall be 288 hours.
4. Employees having more than fifteen (15) years but less than twenty (20) years of employment (vacation accrual = 168 hours per year), the maximum amount of vacation that may be accumulated shall be 336 hours.
5. Employees having more than twenty (20) years of employment (vacation accrual = 192 hours per year), the maximum amount of vacation that may be accumulated shall be 384 hours.

If an employee, because of business necessity, is not able to utilize excess accrued vacation hours, upon written request to, and approval of the department head, Human Resources Manager, and City Manager, an employee will be given an extension in order to take his/her vacation. Business necessity is defined as an urgent operational need requiring the employee's presence, as determined by City Management. In cases where the employee forfeits vacation leave time at the request of the City, upon approval of the Chief Executive Officer or designated representative(s), said employee shall be compensated for forfeited vacation leave time at the employee's current rate of pay. It is the employee's responsibility to schedule vacation time well in advance to avoid forfeiting his or her vacation or to avoid any conflicts.

Human Resources will send out an email reminder on a semi-annual basis reminding employees to routinely check their vacation balances online to determine if they are at a use or lose status.

In the event a legal holiday falls during a vacation leave, such holiday shall not be charged as vacation leave and the vacation leave shall be extended or credited accordingly.

Employees who separate from the service of the City shall be eligible to receive compensation for all unused, accrued vacation leave.

Section C. Bereavement Leave

Each affected employee in the covered classifications shall receive the equivalent of their workweek per incident, as needed, because of a death in their immediate family.

Immediate family shall mean and include only:

Employee's: spouse, children, brothers, sisters, parents, grandparents, step-children, foster children, grandchildren, and State registered domestic partners.

Spouse's: Parents, and grandparents

Said time will not be cumulative from one twelve (12) month period to another nor will pay in lieu of unused leave for bereavement is provided.

Section D. Military Leave

An employee granted military leave pursuant to Section 11.6 of the Personnel Rules shall not be granted additional compensation when such leaves extends beyond the employee's regularly scheduled workweek.

Section E. Jury Duty

An employee granted jury duty leave pursuant to Section 11.7 of the Personnel Rules shall not be granted additional compensation when such leave extends beyond the employee's regularly scheduled workweek.

Section F. Training/Conference Leave

When an employee is scheduled to attend a conference or training program Monday through Friday, his/her work hours will be 8:00am to 5:00pm Monday through Friday so there is no issue that he/she is eligible for overtime while attending the conference or training.

Section G. Injury on Duty

Any employee who is injured within the scope of employment with the City will receive workers' compensation benefits as provided under the California Labor Code. While any employee is on an injury on duty (IOD) status, his/her work hours will be consistent with their regular scheduled work shift, so there will not be an issue or conflict regarding said employee's eligibility for overtime while receiving treatment or keeping doctor's appointments.

Industrial Injury Benefits

This language shall supersede the language in City Personnel Rule Section 11.5 which applies to Non-Sworn/Miscellaneous employees. Said Personnel Rule language is superseded by this MOU provision and the applicable Personnel Rule language is null and void.

Any non-sworn (non-peace officer) employee injured in the course and scope of employment and whose injuries are subject to the Workers' Compensation laws of the State of California, shall be eligible to receive only those benefits provided to non-sworn (non-peace officer) employees by the Workers' Compensation laws.

ARTICLE VIII POLICIES AND PROCEDURES

Section A. Written Warnings/Reprimands

Written warnings/reprimands issued pursuant to Section 14 of the Personnel Rules and Regulations shall not be subject to advisory arbitration. The final step of administrative appeal shall be the Executive Team. An employee shall have the right to attach a written rebuttal to any written warning/reprimand placed in his/her personnel file.

A written warning/reprimand may be removed from an employee's personnel file, upon written request to and written approval from their department head, if he/she has not been involved in any subsequent incidents that resulted in written corrective counseling or other management action for a period of five (5) years from the date the most recent notice was issued or management action taken.

Section B. Layoff Policy

The parties agree to continue the meet and confer process on the City's current Layoff Policy, contained in Section 13 of the Personnel Rules. Any language changes to the current Section will be submitted by the Association prior to the commencement of the meet and confer process.

Notwithstanding the language contained in Section 13 of the Personnel Rules, affected employees in the CMEA will be entitled to a minimum of three (3) months health, dental and vision benefits paid for by the City, if a layoff takes place.

Section C. Emergency Preparedness Policy

The parties agree to continue the meet and confer process on the "Emergency Preparedness Policy", including specifics as to when bargaining unit members should respond before or after their normal work shift.

Section D. Personnel Rules

During the term of this agreement, both parties agree to meet and confer on the content and implementation of new and/or revised Personnel Rules and Regulations as needed.

Section E. Labor/Management Committee

The City agrees to maintain a labor/management committee for discussion of general issues of mutual concern to the City and the Association.

Section F. Pre-Employment Drug and Alcohol Testing

The parties agree that all new hires, effective the date this agreement is signed, will be subject to pre-employment alcohol and drug testing. Employment will be contingent upon the results of this testing.

Section G. "Y" Rating

"Y" rate exists when an employee's salary is frozen at the present level until such time as subsequent general salary increases catch up with or exceed the employee's salary at the "Y" rate. An employee receiving "Y" rate shall remain at "step Y" until such time as the position is assigned to a salary range in which the last step is equivalent to or higher than the "step Y". Such employee shall not receive salary adjustments until such time as "Step Y" is equivalent or less than Step 7 of the salary range of the employee's position.

Section H. Salary Survey

The City and Association agree, during the term of this MOU, to collect and compile salary survey data on classifications represented by the Association with respect to agencies comparable to Baldwin Park.

ARTICLE IX GRIEVANCE PROCEDURE

Section A. Definition

A "grievance" is a formal, written allegation by a grievant that he/she has been adversely affected by an existing violation, misinterpretation or misapplication of the specific provisions of the Memorandum of Understanding and/or provisions of the Personnel Rules and Regulations. Other matters for which a special method of review is provided by law, ordinance, resolution, or by administrative regulations and procedures of this City, are not within the scope of this procedure.

Section 15 of the Personnel Rules shall be modified by this agreement to provide the utilization of the grievance procedure for those employees who receive performance evaluations rated at the level of marginal and/or unsatisfactory. This amendment of Section 15 shall apply only to the members of the General Unit of Clerical Employees Association.

Section B. Procedure

Informal Resolution

Every effort shall be made to resolve a grievance through discussion between the employee and his/her immediate supervisor. It is the spirit and intent of this procedure that all grievances are settled quickly and fairly without any subsequent discrimination against employees who may seek to adjust a grievance. Every effort should be made to find an acceptable solution at the lowest level of supervisor. Within fifteen (15) calendar days after a grievant knew, or by reasonable diligence should have known, of the condition upon which a grievance may be based, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor. The immediate supervisor shall respond, in writing, within (7) calendar days of the discussion with the grievant. If the immediate supervisor does not respond within such time limit the grievant shall be entitled to process the grievance to the next step.

If the problem cannot be resolved between the employee and the supervisor, the employee may, within seven (7) calendar days from the date of receiving the answer from his/her supervisor, request and be granted an interview with the division head, if one exists, in order to discuss the grievance. The Division Head shall schedule an interview within (5) calendar days of the grievant's request. After the interview, the Division Head shall respond, in writing, within seven (7) calendar days of the interview with the Grievant. If the Division Head does not respond within such time limit the grievant shall be entitled to process the grievance to the next step.

If the division head and employee cannot reach a solution to the grievance, the employee may, within seven (7) calendar days from the date of receiving the answer from the division manager, request, in writing, and be granted an interview with the appointing authority. The appointing authority, or its

representative, shall schedule an interview within five (5) calendar days of the grievant's request.

The appointing authority shall render his/her decision in writing within fifteen (15) calendar days of receiving the appeal. If the appointing authority and employee are unable to arrive at a satisfactory solution, the employee may, within ten (10) calendar days from the date of the decision by the appointing authority, submit a written appeal to the Executive Team,

The Executive Team shall review the grievance and respond to the employee within twenty (20) calendar days of receiving the appeal. The response shall be in writing and will be considered an expression of management's viewpoint, and shall be the final administrative state of review.

If the time limits for employees' appeals at any step should elapse, the grievance shall be considered withdrawn. Time limits may be extended by mutual consent. If the City fails to respond within the prescribed time limits, the grievance will be deemed to have been denied and the employee may go to the next step. If the Executive Team fails to respond within the prescribed time limit, the grievance will be deemed to have been denied and the employee will be deemed to have exhausted his/her administrative remedy.

The employee may request the assistance of another person of his/her own choosing in preparing and presenting his/her appeal at any level of review. Employees shall be assured freedom from reprisal for using the grievance procedure.

Standard Grievance Form

The City and the Association agree to create, prepare and implement a standard grievance form for use by all affected classifications represented by the Association.

Grievance Mediation

Either the employee or the Association may request the grievance be submitted to mediation prior to a decision being issued by the Executive Team. Upon request to mediate the grievance, the City shall make the formal, written request for a mediator from the California State Mediation and Conciliation Service. The choice of a mediator must be approved by both the

Association and City before mediation may begin.

If the employee or the Association requests that the grievance be submitted to mediation prior to a decision being issued by the Executive Team, then the employee and/or Association shall pay any costs associated with the mediation.

If the grievance was mediated and resolved, the mediator shall be requested to provide a written summary of the outcome; a description of the dispute and the resolution reached by the parties.

If the grievance was mediated and not resolved, the mediator shall be requested to render a written, advisory opinion letter to the Association and City within 15 calendar days of the final mediation session. This opinion is non-binding and is intended to advise the Association and City of the mediator's recommendation to settle the grievance.

ARTICLE X

AMERICANS WITH DISABILITIES ACT

Because the ADA requires accommodations for individuals protected under the Act, and because these accommodations must be determined on an individual, case-by-case basis, the parties agreed that the provisions of this agreement may be set aside in order for the City to avoid discrimination relating to hiring, promotion, granting permanency, transfer, layoff, reassignment, termination, rehire, rates of pay, job and duty classification, seniority, leaves, fringe benefits, training opportunities, hours of work or other terms and privileges of employment.

The Association recognizes that the City has the legal obligation to meet with the individual employee to be accommodated before any adjustment is made in working conditions. The Association will be notified of these proposed accommodations prior to implementation.

Any accommodation provided to an individual protected by the ADA shall not establish a past practice, nor shall it be cited or used as evidence of a past practice in the grievance procedure.

Prior to setting aside any provision of this agreement in order to undertake required accommodations for an individual protected by the Act, the City will provide the Association with written notice of its intent to set aside the provision, and will allow the Association the opportunity to discuss options to setting aside of any provision.

ARTICLE XI

DRUG AND ALCOHOL ABUSE POLICY

Section A. Purpose

It is the purpose of this policy to eliminate substance abuse and its effects in the workplace and to ensure that employees are in a condition to perform their duties safely and efficiently, in the interests of their fellow workers and the public as well as themselves.

Section B. Policy

It is the City's policy that employees shall not be under the influence of or in possession of alcohol or drugs while on City property, at work locations, or while on duty; shall not utilize such substances when they have a reasonable expectation of call in for duty; shall not possess, provide or sell illegal drugs to any other employee or to any person while on duty; nor have their ability to work impaired as a result of the use of alcohol or drugs.

While use of medically prescribed medications and drugs is not per se a violation of this policy, the employee must notify his/her supervisor, before beginning work, when taking medications or drugs (including the possible effects of taking such medication and drugs) which could foreseeably interfere with the safe and effective performance of duties or operation of equipment. In the event there is a question regarding an employee's ability to safely and effectively perform assigned duties while using such medications or drugs, clearance from their physician may be required.

The Association and the City specifically understand and agree that marijuana remains a Class I controlled substance under federal law. The parties further agree

that despite the existence of conflicting state law, the City is entitled to discipline an employee who tests positive for marijuana on a drug test imposed pursuant to City policy, regulations, or federal/state law.

The City is committed to providing reasonable opportunity for rehabilitation for those employees whose drug or alcohol problem classifies them handicapped under federal and/or state law. Persons whose use of drugs or alcohol prohibits them from performing the duties of their position, or whose use constitutes a direct threat to property or the safety of others, are not considered handicapped under federal or state law.

Section C. Application

This policy applies to all employees of the City of Baldwin Park. This policy applies to alcohol and to all substances, drugs, or medications, legal or illegal, which could impair an employee's ability to effectively and safely perform the functions of the job.

Employee Responsibilities

An employee must:

1. Refrain from the use of, or possession of, illegal drugs, including marijuana or narcotics while on duty;
2. Not report to work while his/her ability to perform job duties is impaired due to alcohol or drug use;
3. Not possess or use alcohol or impairing drugs (illegal drugs, including marijuana and prescription drugs without a prescription) during working hours or at any time while on City property;
4. Not directly or through a third party sell or provide illegal drugs, including marijuana to any person, including any employee, while either employee or both employees are on duty;
5. Notify his/her supervisor, before beginning work, when having consumed alcohol or when taking any medications or drugs, including marijuana, prescription or non-prescription, which may interfere with the safe and effective performance of duties or operation of equipment;
6. Report to their supervisor of any criminal drug statute conviction no later than five (5) days after such conviction;
7. Report to the supervisor when they have knowledge of objective evidence that other employees may be under the influence of drugs, including marijuana or alcohol or engaging in illegal drug related activities.

Employees who believe they may have an alcohol or drug usage problem are urged to voluntarily seek confidential assistance through their medical plans or through other resources available in their community. While the City will be supportive of those who seek help voluntarily, the City will be equally firm in

identifying and disciplining those who continue to be substance abusers and do not seek help.

Management Responsibilities

1. Managers and supervisors are responsible for reasonable enforcement of this policy.
2. Notify the affected contract/granting agency within ten (10) days after receiving notice of any conviction.
3. Prepare and distribute to all employees, a summary of available benefits through the various health plans. Information to be distributed through the Personnel Services office.
4. To treat any cases where rehabilitation is recommended or already underway as a medical situation, subject to current medical leave policies.
5. To maintain strict confidentiality on all matters arising under the provision of this policy. Medical information, if necessitated, will be maintained by Personnel Services in separate, secured files. Information will only be shared where there is a bona fide "need to know" by management in instances where referrals, rehabilitation, medical leaves, work accommodation, discipline or other employment related decisions are affected.
6. As with all policies and procedures, any incident or situation requiring management attention is expected to be given thorough and deliberate consideration before any final action is taken, especially in disciplinary cases. Decisions made on such cases under this policy will be subject to review by an individual's department head, and Personnel/Risk Manager.

ARTICLE XII **SMOKE FREE WORKPLACE**

Section 18, of the Personnel Rules and regulations, relating to smoking in the City workplace will be amended to read as follows:

Section A. Purpose

The purpose of this policy is to set forth City Council direction in regard to smoking by City employees in City facilities and to encourage non-smoking by City employees in the workplace. This policy is necessary because such smoking is recognized as a hazard to the health of smokers and non-smokers alike.

All employees must be aware of the provisions of City Council Ordinance No. 1232 which prohibits smoking by anyone in and around City-owned premises and public parks and other recreational facilities.

City owned premises is defined as a building or site owned and occupied, or leased and occupied, by the City of Baldwin Park for any municipal function, and includes the entire site of the City-owned premises and all structures thereon. City owned premises shall not include any public sidewalk adjacent to the site of City-owned premises, nor any building owned in part by the Baldwin Park Successor

Agency (formerly Redevelopment Agency which is also partly owned by private individuals or Owner Participation Agreement. City-owned premises include, but are not limited to, City Hall, the City Yard, and the site occupied by the City Housing Authority.

Public Park means any park, roadside rest, or other site designated by the City of Baldwin Park for any recreational purpose which is owned, managed or controlled by the City, and includes the entire site of the public park, all structures thereon, and any public sidewalk adjacent to that site. Public Park includes, but is not limited to, the Julia McNeil Senior Center, the Esther Snyder Community Center, Morgan Park, Barnes Park, Hilda Solis Park, Walnut Creek Nature Park, and the Baldwin Park Teen Center and Skate Park.

This policy governs all areas of city-owned buildings not considered to be public access areas and not therefore, governed by Ordinance No. 1232. These areas would include employee offices; rooms or hallways not normally open to the public, employee lounges, and kitchens, lunchrooms and employee break rooms, workstations, locker rooms, city vehicles and other common employee areas.

Smoke or Smoking is defined as the burning of any form of tobacco; in a pipe, cigar or cigarette or any other device used for the burning of tobacco or other similar combustible material, so that the person in possession thereof can inhale and exhale the smoke there from. This definition specifically includes vaping, the use of electronic cigarettes, or any equivalents thereto

Policy (This policy will supersede the policy effective September 7, 1989)

Effective January 1, 1995, smoking in all areas of City-owned buildings and City-owned vehicles, is prohibited, Should any dispute arises from this policy, it shall be directed to the Executive Team.

Section B. Procedure

The Maintenance Division shall be responsible for posting and maintaining all signs in accordance with the standards approved by the Executive Team. Signs in private offices shall be the responsibility of the office occupant. "No smoking" signs shall be available from the Maintenance Division.

Those managers and supervisors closest to employee work sites are hereby charged with the implementation of and compliance with this policy. The Executive Team is ultimately responsible for such implementation and compliance.

The Human Resources Manager shall be responsible for updating this policy as necessary and communicating this policy to all employees.

No person shall discharge, discipline or in any manner retaliate against any employee because such employee exercises any rights afforded by this policy.

ARTICLE XIII LIMITED REOPENER

The parties agree to a limited re-opener on non-economic work rules in June 2021, upon the request of either party.

ARTICLE XIV ME-TOO AGREEMENT

If, during the course of this agreement, any other bargaining unit within the City of Baldwin Park receives a base pay cost of living increase or an increase in the City's contribution to medical benefits, that same increase shall be automatically extended to the Association.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month and year noted.

CITY MANAGEMENT
EMPLOYEES ASSOCIATION

CITY OF BALDWIN PARK

Manuel Lozano, Mayor

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: October 21, 2020

SUBJECT: Successor Agency To The Dissolved Community Development Commission of The City of Baldwin Park Warrants and Demands

SUMMARY

Attached is the Warrants and Demands Register for the Successor Agency to the Dissolved Community Development Commission of the City of Baldwin Park to be ratified by the City Council.

RECOMMENDATION

Staff recommends that the Board ratify the attached Warrants and Demands Register.

FISCAL IMPACT

The total of the attached Warrants Register for Successor Agency of the City of Baldwin Park was \$2,816.68.

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 meeting and the following is a summary of the payment released:

1. The September 9 to October 12, 2020, Successor Agency Warrant with check number 13559 to 13560 in the total amount of \$2,816.68 was made on behalf of Successor Agency of the City of Baldwin Park constituting of claim and demand against the Successor Agency of the City of Baldwin Park, are herewith presented to the City Council as required by law, and hereby ratified.

LEGAL REVIEW

Not Applicable

ATTACHMENT

1. Check Register



City of Baldwin Park, CA

Check Register

By (None)

Payment Dates 9/8/2020 - 10/12/2020

Payment Number	Payment Date	Vendor Name	Description (Item)	Account Number	Amount
13559	09/10/2020	HDL, COREN & CONE	CONTRACT SERV PROPERTY T	838-00-000-51100-14900	816.68
13560	09/10/2020	U.S. BANK	FISCAL AGENT TRUSTEE FEE F	838-00-000-55750-14900	2,000.00
Grand Total:					<u>2,816.68</u>

Report Summary

Fund Summary

Fund	Payment Amount
838 - BP MERGED 2017 REFINANCE	2,816.68
Grand Total:	2,816.68

Account Summary

Account Number	Account Name	Payment Amount
838-00-000-51100-14900	CONSULTANT SERVICES	816.68
838-00-000-55750-14900	TRUSTEE FEES	2,000.00
Grand Total:		2,816.68

Project Account Summary

Project Account Key	Payment Amount
None	2,816.68
Grand Total:	2,816.68

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: October 21, 2020

SUBJECT: Treasurer's Report – August 2020

SUMMARY

Attached is the Treasurer's Report for the month of August 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 August 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
8/31/2020

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	0.784%	Varies	Varies	\$ 28,709,841.40	\$ 28,709,841.40	\$ 28,709,841.40	\$ 28,709,841.40
Housing Authority	0.784%	Varies	Varies	14,027.67	14,027.67	14,027.67	14,027.67
				28,723,869.07	28,723,869.07	28,723,869.07	28,723,869.07
<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	252,632.50
Barclays Bank Del (Cantella)	3.05%	12/19/2018	12/21/2020	250,000.00	250,000.00	250,000.00	252,317.50
				500,000.00	500,000.00	500,000.00	504,950.00
<u>US Bank - Debt Service Trustee Accounts</u>							
Fiscal Agent Funds (Trust/Debt Service Fund)	Varies	Varies	Varies	6,739,849.03	6,739,849.03	6,739,849.03	6,739,849.03
Fiscal Agent Funds - Successor Agency (Trust/Debt Service Fund)	Varies	Varies	Varies	1,276,627.14	1,276,627.14	1,276,627.14	1,276,627.14
				8,016,476.17	8,016,476.17	8,016,476.17	8,016,476.17
Total Investments					\$	37,240,345.24	
<u>Cash with Bank of the West</u>							
City Checking						1,466,710.78	
Money Market Plus						133,632.07	
City Miscellaneous Cash						131,557.63	
Successor Agency						59,482.43	
Housing Authority						363,622.51	
Financing Authority						11,700.00	
Total Cash with Bank of the West						2,166,705.42	
Investment Brokerage Capita Reserves (Dividend Option Cash)						3,823.37	
Total Cash and Investments						\$	39,410,874.03

* 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 August 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: Ben Martinez, Director of Community Development
PREPARED BY: Ron Garcia, City Planner
DATE: October 21, 2020
SUBJECT: An appeal of the Planning Commission's Decision to Deny a Request for Conditional Use Permit for the Operation of a Mobile Recycling Facility within the Industrial Commercial (IC) Zone, Pursuant to Section Table 153.050.020 in the City's Municipal Code (Location: 4242 Park Place; Applicant: Wilmer G. Hernandez Gonzalez; Case Number: CP-20-09)

SUMMARY

This report represents an appeal of the Planning Commission's decision to deny a conditional use permit for the operation of a mobile recycling facility located at 4242 Park Place, pursuant to Section Table 153.050.020 in the City's Municipal Code.

RECOMMENDATION

Staff recommends that the City hold a public hearing and adopt Resolution 2020-055, entitled: "A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK ADOPTING THE FINDINGS OF FACT AND DENYING A CONDITIONAL USE PERMIT TO ALLOW THE OPERATION OF A MOBILE RECYCLING FACILITY WITHIN THE INDUSTRIAL COMMERCIAL (IC) ZONE, PURSUANT TO SECTION TABLE 153.050.020 OF THE CITY'S MUNICIPAL CODE. (LOCATION: 4242 PARK PLACE; APPLICANT: WILMER G. HERNANDEZ GONZALEZ; CASE NUMBER: CP-20-09)."

FISCAL IMPACT

There is no fiscal impact associated with this item.

BACKGROUND

The Planning Division has completed an initial environmental assessment of the above project proposal in accordance with the provisions of the California Environmental Quality Act (CEQA). It has been determined that the project will not have a significant impact upon the environment and is Categorically Exempt from CEQA pursuant to Article 19, Section 15303 (Class 3-New Construction or Conversion of Small Structures) in that it consists of the installation of a mobile recycling facility.

A Notice of Public Hearing was posted at the City Hall, Esther Snyder Community Center, Barnes Park and the Los Angeles County Library located in Baldwin Park on October 8, 2020, and Public Hearing Notices were mailed on October 8, 2020 to all property owners and occupants within a 300-foot radius of the subject property.

SUBJECT PROPERTY AND SURROUNDING LAND USES

The subject site is zoned Industrial Commercial (IC) and is consistent with the Commercial/Industrial General Plan land use designation. Vehicular access to the site is provided via Ramona Blvd.

The subject property has a lot area of approximately 3,000 sq. ft. The property currently is vacant. The proposal is to establish a mobile recycling facility by placing one mobile collection container within the site. The proposal also includes the installation of two customer parking spaces.

The table below identifies the existing land uses that surround the subject property:

TABLE #1
SURROUNDING LAND USES

ADJACENT PROPERTY LOCATION	ZONING	PROPERTY USE
North	City of Irwindale	Industrial Buildings
South	IC	Towing Facility
East	IC	Industrial Buildings
West	IC	Towing Facility

DISCUSSION

Pursuant to Table 153.050.020 of the City's Municipal (Zoning) Code, no more than one recycling facility can be permitted within a radius of 3,000 feet and requires Planning Commission approval of a conditional use permit. The applicant, Wilmer G. Hernandez Gonzalez, is requesting consideration of a conditional use permit to operate a mobile recycling facility located at 4242 Park Place within the Industrial Commercial Zone. The applicant submitted a certified radius map to verify the proposed recycling facility adheres to the separation standard. The proposed use will include a 160-square foot mobile metal collection container which will be placed at the subject property. There will be two employees during the operating hours of 9:00 A.M. to 4:00 P.M. Monday through Saturday and 9:00 A.M. to 2:00 P.M. Sunday. The materials that will be collected are aluminum cans, glass and plastic bottles.

Staff included a number of conditions to address potential problems. These include limiting hours of operation, requiring material to be stored in the container, ensure cleanliness and security, prohibiting the release of fluids within the parking lot, and the facility shall be maintained free of vermin, litter, and any other undesirable materials, and shall be swept at the end of each collection day and cleaned weekly.

PLANNING COMMISSION ACTION

On July 22, 2020, the Planning Commission held a public hearing on CP 20-09. At the conclusion of the discussion, the Planning Commission voted to deny the proposal.

At the August 26, 2020 Planning Commission meeting, staff returned with a resolution of denial and the Planning Commission provided further clarification on the findings for denial. The Planning Commission voted 3-1 (Garcia Opposed) to approve the resolution (PC 20-17) denying the conditional use permit.

APPEAL SUBMITTAL

On September 8, 2020, the applicant Wilmer Hernandez submitted a written appeal and requisite filing fee (Attachment #7) to the City Clerk appealing the Planning Commission's adoption of Resolution PC 20-17 denying a conditional use permit for the operation of a mobile recycling facility.

FINDINGS OF FACT

1. **Conditionally permitted.** The use is conditionally permitted within the subject zone and complies with the intent of all applicable provisions of this chapter. Table 153.050.020 of the Baldwin Park Zoning Code conditionally permits a recycling facility with an approval by the City's Planning Commission; and
2. **Zone integrity and character.** The potential noise and traffic of the proposed use will impair the integrity and character of the zone in which it is to be located; and
3. **Safety and welfare.** The potential noise and traffic of the proposed use will be detrimental to public interest, health, safety, convenience or welfare.

LEGAL REVIEW

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

ALTERNATIVE

As an alternative to the resolution of denial, the City Council could overturn the Planning Commission's decision and adopt the attached resolution of approval which includes the requisite findings of fact in favor of the mobile recycling facility.

ATTACHMENTS

1. Exhibit "A", dated July 22, 2020
2. Vicinity Map
3. Planning Commission Minutes dated July 22, 2020 and August 26, 2020
4. Letter of Concern, Dated July 22, 2020
5. Letter of Concern, Dated August 26, 2020
6. Resolution PC NO. 20-17 (CP 20-09)
7. Appeal Letter, Dated September 8, 2020
8. City Council Resolution for Denial 2020-055
9. City Council Resolution for Approval 2020-055

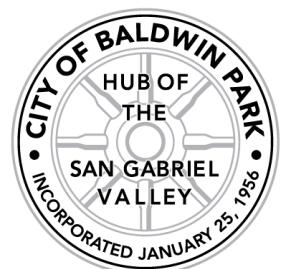


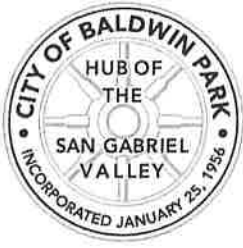
Vicinity Map

LOCATION: 4242 Park Place

CASE NUMBER: CP-20-09

DATE: October 21, 2020





ACTION MINUTES PLANNING COMMISSION OF THE CITY OF BALDWIN PARK

**Baldwin Park City Hall
14403 E. Pacific Avenue, Baldwin Park, California
Council Chamber**

Wednesday July 22, 2020

7:26 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

Members Present:	Christopher Saenz, Chair Edwin Borques, Vice Chair Edith Flores, Commissioner Christopher Garrido, Commissioner Marlen Garcia, Commissioner
Staff Present:	Ron Garcia, City Planner Melissa Chipres, Associate Planner Esther Washington, Administrative Clerk Robert Tafoya, City Attorney

PUBLIC COMMUNICATIONS

NONE

CONSENT CALENDAR

1) Minutes from June 10, 2020

ACTION: Approved: 5-0. Moved by Commissioner Flores.
Seconded by Commissioner Garrido.

COMMISSIONER	VOTE
Saenz	Yes
Borques	Yes
Flores	Yes
Garrido	Yes
Garcia	Yes

PUBLIC HEARINGS

- 2) A request for consideration of the following: A design to facilitate the construction of a new 60 foot tall (Monopalm) wireless communications facility in the (I-C) Industrial Commercial Zone pursuant to Table 153.180.050. (Applicant: J5 Infrastructure Partners; Case Number: CP 885).

Dina Elzik opposed the project.
No public communication in favor.

ACTION: Approved: 5-0. Moved by Commissioner Borques.
Seconded by Commissioner Garcia.

COMMISSIONER	VOTE
Saenz	Yes
Borques	Yes
Flores	Yes
Garrido	Yes
Garcia	Yes

- 3) A request for consideration of a recycling facility within the industrial Commercial (IC) Zone, pursuant to Table 153.050.020 in the City's Municipal Code (Location: 4242 Park Place (APN 8437-018-045): Applicant: Wilmer G. Hernandez Gonzalez; Case Number: CP-20-09)

Gregg Tuttle opposed the project.

Motion to adopt **Item #3** dies for lack of second.

ACTION: Approved: 4-0. Motion to re-open public hearing. Moved by Chair Saenz. Seconded by Commissioner Garcia.

COMMISSIONER	VOTE
Saenz	Yes
Borques	Yes
Flores	Yes
Garrido	*
Garcia	Yes

*Commissioner Garrido unable to vote due to technical difficulty.

Dayana Partida spoke in favor of the proposed project.

ACTION: Approved: 4-1. Motion adopting the finding of facts for the denial of the resolution. Moved by Chair Saenz. Seconded by Vice-Chair Borques.

COMMISSIONER	VOTE
Saenz	Yes
Borques	Yes
Flores	Yes
Garrido	Yes
Garcia	No

PUBLIC COMMENTS

Read into record comments from Dina Elzik.

REPORTS OF OFFICERS

No Planning Commission meeting on August 12, 2020.
Planning Commission meeting will be held on August 26, 2020.

COMMISSION/STAFF COMMUNICATIONS

Welcome new Intern, Andrew Vidal to the Planning Division.

ADJOURNMENT

ACTION: Approved 5-0. Moved by Chair Saenz. Seconded by Commissioner Garcia.

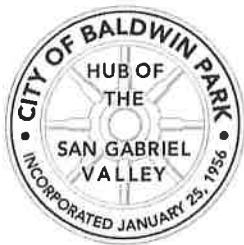
COMMISSIONER	VOTE
Saenz	Yes
Borques	Yes
Flores	Yes
Garrido	Yes
Garcia	Yes

The Planning Commission adjourned the meeting at 8:36 p.m.

Approved as presented/amended by the Planning Commission at their meeting held on

1/22/20


Ron Garcia, Secretary
Baldwin Park Planning Commission



ACTION MINUTES PLANNING COMMISSION OF THE CITY OF BALDWIN PARK

**Baldwin Park City Hall
14403 E. Pacific Avenue, Baldwin Park, California
Council Chamber**

Wednesday August 26, 2020

7:05 P.M.

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

Members Present:	Christopher Saenz, Chair Edwin Borques, Vice Chair Christopher Garrido, Commissioner Marlen Garcia, Commissioner
Staff Present:	Ron Garcia, City Planner Melissa Chipres, Associate Planner Esther Washington, Administrative Clerk Robert Tafoya, City Attorney

ACTION: Chair Saenz excused Commissioner Flores from Planning Commission meeting.

Approved: 4-0. Moved by Commissioner Saenz. Seconded by Vice Chair Borques.

COMMISSIONER	VOTE
Saenz	Yes
Borques	Yes
Flores	Absent
Garrido	Yes
Garcia	Yes

PUBLIC COMMUNICATIONS

Received from Greg Tuttle. Read into record by Ron Garcia, City Planner.

CONSENT CALENDAR**1) Minutes from August 12, 2020**

ACTION: Approved: 4-0. Moved by Vice Chair Borques.
Seconded by Commissioner Garcia.

COMMISSIONER	VOTE
Saenz	Yes
Borques	Yes
Flores	Absent
Garrido	Yes
Garcia	Yes

PUBLIC HEARINGS

- 2) A request for consideration from staff that the Planning Commission open the public hearing to provide further clarification and direction on the findings necessary for denial of CP 20-09 previously heard by the Planning Commission on July 22, 2020 for a recycling facility within the Industrial Commercial (IC) Zone, pursuant to Table 153.050.020 in the City's Municipal Code (Location: 4242 Park Place (APN 8437-018-045); Applicant: Wilmer G. Hernandez Gonzalez. *This item was continued from the August 12, 2020 Planning Commission meeting.***

Item #2: Motion to adopt the findings of fact necessary for the denial of CP 20-09 and the denial of PC Resolution 20-17.

ACTION: Approved: 3-1. Moved by Chair Saenz. Seconded Vice Chair Borques.

COMMISSIONER	VOTE
Saenz	Yes
Borques	Yes
Flores	Absent
Garrido	Yes
Garcia	No

- 3) A request for consideration of a recycling facility within the Industrial Commercial (IC) Zone, pursuant to Table 153.050.020 in the City's Municipal Code (Location: 3026 Frazier Street (APN 8556-022-042); Applicant: Walter A. Gonzalez Reyes; Case Number: CP-892).**

Ezequiel Pescina spoke on proposed project.

Item #3: To be tabled until next meeting on 9/23/20.

Item #3 continued from page 2

ACTION: Approved: 4-0. Moved by Chair Saenz. Seconded by Commissioner Garcia.

COMMISSIONER	VOTE
Saenz	Yes
Borques	Yes
Flores	Absent
Garrido	Yes
Garcia	Yes

- 4) A request for consideration of and a recommendation of approval to the Planning Commission to facilitate the construction of new 2,200-square foot drive through coffee shop, a Conditional Use Permit for the operation of a drive-through in conjunction with a proposed Starbucks, and a Tentative Parcel Map to consolidate two parcels into one within the General Commercial (C-2) Zone. (Location: 3053 & 3077 Baldwin Park Blvd. Applicant: Scott Mommer; Case Number: CP 20-10 and PM 1441).

Scott Mommer spoke on proposed project.

ACTION: Approved: 4-0. Moved by Chair Saenz. Seconded by Commissioner Garrido.

COMMISSIONER	VOTE
Saenz	Yes
Borques	Yes
Flores	Absent
Garrido	Yes
Garcia	Yes

- 5) A request for consideration of a recommendation of approval to the City Council regarding Development Agreement 20-04 to permit a Cannabis Cultivation and Manufacturing Facility within the I, Industrial Zone, pursuant to Ordinance 1442. (Location: 4517 Little John St.; Applicant: Freshmade LLC; Case Number: DA 20-04 for CAN 20-01).

ACTION: Approved: 4-0. Moved by Chair Saenz. Seconded by Commissioner Garrido.

Item #5 continued from page 3

COMMISSIONER	VOTE
Saenz	Yes
Borques	Yes
Flores	Absent
Garrido	Yes
Garcia	Yes

- 6) A request for consideration of a recommendation of approval to the City Council on an amendment to the Development Agreement 18-14 (Currently located at 15010 Arrow Highway) to add an additional location 13110 Spring Street, for a Cannabis cultivation and manufacturing facility within the IC, Industrial Commercial Zone pursuant to Ordinance 1442. (Location: 15010 Arrow Highway and 13110 Spring Street; Applicant: VRD Inc.; Case Number: DA-18-14 for CAN 17-28)

ACTION: Approved: 4-0. Moved by Chair Saenz.
Seconded by Vice Chair Borques.

COMMISSIONER	VOTE
Saenz	Yes
Borques	Yes
Flores	Absent
Garrido	Yes
Garcia	Yes

PUBLIC COMMENTS

None

REPORTS OF OFFICERS

Planning Commission will not be held September 9, 2020.
Planning Commission will be held on September 23, 2020.

COMMISSION/STAFF COMMUNICATIONS

None

ADJOURNMENT

ACTION: Approved 4-0. Moved by Chair Saenz. Seconded by Commissioner Garcia.

Continued from page 4

COMMISSIONER	VOTE
Saenz	Yes
Borques	Yes
Flores	Absent
Garrido	Yes
Garcia	Yes

The Planning Commission adjourned the meeting at 8:40 p.m.

Approved as presented/amended by the Planning Commission at their meeting held on

8/26/20



Ron Garcia, Secretary
Baldwin Park Planning Commission

From: Greg Tuttle <tpehome@aol.com>
Sent: Wednesday, July 22, 2020 10:30 AM
To: Ron Garcia
Subject: Planning meeting number cp-20-09

To whom it concerns planning Commissioners and Ron Garcia,

1. This man has operated illegally for almost a year behind the barber shop and I had filed numerous complaints with code enforcement which finally he was removed from there. The resin trash and not containing the recycleables.
Also doing it illegally.
2. The lot he wants to use is next to action village that has several businesses there that don't want the rodents and rats this will bring along with the residents Who live close by.
3. This man has already proven he will not be a clean recycling center from past code enforcements and we don't want it next to our businesses.
4. I strongly object to Marlen Garcia voting on the project since the property owner William Salazar has given her thousands of dollars during her past council races. Garcia must abstain from voting.
5. I want to see the conditional use permit that will be issued also.
6. We have all the businesses in total agreement that this should not be placed near our businesses and we know with the election coming soon all this can be removed anyway please don't waste city time on a project the owner has already proven will not abide by regulations.

Thank you Greg S Tuttle



Wed 8/26/2020 3:50 PM

Greg Tuttle <tpehome@aol.com>

Fwd: RE: Planning meeting number cp-20-09

To: ☐ Ron Garcia

You forwarded this message on 8/26/2020 4:40 PM.

[CAUTION]: External Email

Ron

I am out of town ready to board a 4 hour flight and I am going to strongly suggest u read my comments on how this meeting should have went to appeal and gone to council.

1. The street is very narrow
2. No parking on either side
3. It's next to a residence
4. We have a restaurant at the end of the street.
5. This man was warned over a year to get licensed and clean his crap up.
6. Tafoya said the guy wasn't aware he needed his license to dirty a parking lot for a year if he's that stupid then he won't take care of this new place.
7. U don't give someone a trail time to see if he obeys the rules when he broke them for a year with numerous complaints from me.
8. This recycling places attack rats and diseases which this man will not take care of.
9. We know Marlen Garcia vo

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RESOLUTION PC 20-17

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF BALDWIN PARK ADOPTING THE FINDINGS OF FACT AND DENYING A REQUEST FOR A CONDITIONAL USE PERMIT FOR THE OPERATION OF A MOBILE RECYCLING FACILITY, PURSUANT TO TABLE 153.050.020 IN THE CITY'S MUNICIPAL CODE (LOCATION: 4242 PARK PLACE; APPLICANT: WILMER G. HERNANDEZ GONZALEZ; CASE NUMBER: CP-20-09)

WHEREAS, the Planning Commission has received Conditional Use Permit No. 20-09, from Wilmer G. Hernandez Gonzalez ("applicant") at 4242 Park Place. ("subject site"); a request to establish a mobile recycling facility on a parcel within the Industrial Commercial (IC) zone, pursuant to Table 153.050.020 in the City's Municipal Code; and

WHEREAS, a site plan was ("Exhibit A") was filed with in conjunction with this request; and

WHEREAS, Table 153.050.020 of the City of Baldwin Park Municipal Code (BPMC) requires the review and approval of a Conditional Use Permit by the Planning Commission; and

WHEREAS, the purpose and intent of requiring a Conditional Use Permit is to ensure the compatibility in maintained between a conditional use on a specific site, and other existing and future land uses on adjacent and surrounding properties; and

WHEREAS, Section 153.210.470(B) of the BPMC authorizes the Planning Commission to consider granting a Conditional Use Permit and impose such conditions as it deems necessary and reasonable to protect the best interests of the surrounding property or neighborhood and to ensure compliance with the Zoning Code and the General Plan; and

WHEREAS, pursuant to the California Environmental Quality Act (CEQA) this project will not have a significant effect on the environment and is listed as a Class 3 Categorical Exemption. Class 3-New Construction or Conversion of Small Structures in that it consists of the installation of a mobile recycling facility; and

WHEREAS, Conditional Use Permit No. 20-09 has been reviewed by the Planning Commission on July 22, 2020 and August 26, 2020 at a duly noticed public hearing.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 1. The Planning Commission does hereby adopt the following Findings of Fact applicable to all conditional use permits:

1. **Conditionally permitted.** The use is conditionally permitted within the subject zone and complies with the intent of all applicable provisions of this chapter. Table 153.050.020 of the Baldwin Park Zoning Code conditionally permits a recycling facility with an approval by the City's Planning Commission; and
2. **Zone integrity and character.** The potential noise and traffic of the proposed use will impair the integrity and character of the zone in which it is to be located; and
3. **Safety and welfare.** The potential noise and traffic of the proposed use will be detrimental to public interest, health, safety, convenience or welfare.

SECTION 3. 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 26th day of August, 2020.

CHRISTOPHER SAENZ, 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 20-09 was duly and regularly approved and adopted by the Planning Commission at a regular meeting thereof, held on the 26th day of August, 2020 by the following vote:

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

RON GARCIA
BALDWIN PARK PLANNING COMMISSION

From Applicant: Wilmer Hernandez Gonzalez
Attention: Chief Administrative Officer and City Council

C/O:
City Clerk's Office
Lourdes Morales
14403 E. Pacific Avenue,
Baldwin Park, CA 91706

**RE: Denial of Application for Administrative Conditional Use Permit No. CP 20-09
to operate a Recycling Facility/Beverage Container Collection Facility at 4242 Park Place,
Baldwin Park (APN 8437-018-045).**

Dear Chief Administrative Officer Shannon Yauchzee,

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

I'm appealing to the city council the City of Baldwin Park Planning Commission's decision to deny my request to operate a Recycling Facility (Beverage Container Collection Facility) at 4242 Park Place, Baldwin Park located in the City's industrial zone. I believe the reasons cited to support your denial are not germane to this application, as my proposal falls within the permissible parameters outlined in the city's municipal code. I stand ready to meet the conditions that were provided in the staff recommendation.

The reasons to approve this application for a Recycling Facility/Beverage Container Collection Facility were accurately outlined with a recommendation for approval on at least two different occasions by Planning department's professional planning staff. The city's planning staff enumerated the reasons why the application conforms with city zoning requirements, furthermore, it is also important to note the most recent staff report confirmed that this proposal would not in any way disrupt any of the surrounding industrial and commercial activity adjacent the subject property. Moreover, this proposed manual collection of beverage containers in no way would be disruptive to traffic flow, or create noise and other environmental impacts anywhere near the existing uses surrounding the subject property on all sides. This was highlighted in the planning departments most recent staff report in support of my application.

I remain committed to providing a positive community project that is compatible with the City of Baldwin Park's and the State of California's statutory goals towards achieving greater trash diversion levels through a locally situated collection facility that allows residents convenience and economic benefit through their collective recycling efforts in achieving greater environmental sustainability. I respectfully ask that you overturn the planning commission's decision via this formal appeal process.

Sincerely,

Wilmer Hernandez Gonzalez

RESOLUTION 2020-055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK ADOPTING THE FINDINGS OF FACT AND DENYING A CONDITIONAL USE PERMIT TO ALLOW THE OPERATION OF A MOBILE RECYCLING FACILITY WITHIN THE INDUSTRIAL COMMERCIAL (IC) ZONE, PURSUANT TO SECTION TABLE 153.050.020 OF THE CITY'S MUNICIPAL CODE. (LOCATION: 4242 PARK PLACE; APPLICANT: WILMER G. HERNANDEZ GONZALEZ; CASE NUMBER: CP-20-09).

THE CITY COUNCIL OF THE CITY OF BALDWIN PARK DOES HEREBY RESOLVE AS FOLLOWS:

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

WHEREAS, An application for a conditional use permit was submitted by Wilmer G. Hernandez Gonzalez ("applicant") of certain real property, located at 4242 Park Place ("subject site"); in the City of Baldwin Park, described more particularly in the Application on file with the City Planner; and

WHEREAS, The Application was sought to approve Conditional Use Permit No. 20-09, from Wilmer G. Hernandez Gonzalez ("applicant") at 4242 Park Place. ("subject site"); to establish a mobile recycling facility on a parcel within the Industrial Commercial (IC) zone, pursuant to Table 153.050.020 in the City's Municipal Code; and

WHEREAS, Conditional Use Permit No. 20-09 has been reviewed by the Planning Commission on July 22, 2020 and August 26, 2020 at a duly noticed public hearing; and

WHEREAS, On September 8, 2020, Wilmer G. Hernandez Gonzalez ("applicant") submitted a complete and timely appeal of the Planning Commission's decision to the City Clerk of the City of Baldwin Park; and

WHEREAS, A duly noticed public hearing was held on said Application by the City Council of October 21, 2020. The City Council, after reviewing the Staff Report, Administrative Record, and considering oral evidence during said public hearing, found that there are not the requisite findings to grant the conditional use permit; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 2. The City Council does hereby adopt the following Findings of Fact applicable to all conditional use permits:

1. **Conditionally permitted.** The use is conditionally permitted within the subject zone and complies with the intent of all applicable provisions of this chapter. Table

153.050.020 of the Baldwin Park Zoning Code conditionally permits a recycling facility with an approval by the City's Planning Commission; and

2. **Zone integrity and character.** The potential noise and traffic of the proposed use will impair the integrity and character of the zone in which it is to be located; and
3. **Safety and welfare.** The potential noise and traffic of the proposed use will be detrimental to public interest, health, safety, convenience or welfare.

SECTION 3. The Secretary shall certify to the adoption of this Resolution and forward a copy hereof to the City Clerk and the Applicant.

SECTION 4. This resolution shall become effective immediately upon its adoption.

SECTION 5. The City Clerk shall certify to the adoption of this resolution and hereafter the same shall be in full force and effect.

PASSED AND APPROVED this 21st day of October, 2020.

Manuel Lozano, Mayor
BALDWIN PARK CITY COUNCIL

ATTEST:

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

I, Lourdes Morales, Chief Deputy City Clerk of the Baldwin Park City Council, do hereby certify that the foregoing Resolution No. 2020-055 was duly and regularly approved and adopted by the City Council at a regular meeting thereof, held on the 21st day of October, 2020 by the following vote:

AYES: COUNCIL MEMBERS: _____

NOES: COUNCIL MEMBERS: _____

ABSENT: COUNCIL MEMBERS: _____

ABSTAIN: COUNCIL MEMBERS: _____

Lourdes Morales
BALDWIN PARK Chief Deputy City Clerk

RESOLUTION 2020-055

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BALDWIN PARK ADOPTING THE FINDINGS OF FACT AND APPROVING A CONDITIONAL USE PERMIT TO ALLOW THE OPERATION OF A MOBILE RECYCLING FACILITY WITHIN THE INDUSTRIAL COMMERCIAL (IC) ZONE, PURSUANT TO SECTION TABLE 153.050.020 OF THE CITY'S MUNICIPAL CODE. (LOCATION: 4242 PARK PLACE; APPLICANT: WILMER G. HERNANDEZ GONZALEZ; CASE NUMBER: CP-20-09).

THE CITY COUNCIL OF THE CITY OF BALDWIN PARK DOES HEREBY RESOLVE AS FOLLOWS:

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

WHEREAS, An application for a conditional use permit was submitted by Wilmer G. Hernandez Gonzalez ("applicant") of certain real property, located at 4242 Park Place ("subject site"); in the City of Baldwin Park, described more particularly in the Application on file with the City Planner; and

WHEREAS, The Application was sought to approve Conditional Use Permit No. 20-09, from Wilmer G. Hernandez Gonzalez ("applicant") at 4242 Park Place. ("subject site"); to establish a mobile recycling facility on a parcel within the Industrial Commercial (IC) zone, pursuant to Table 153.050.020 in the City's Municipal Code; and

WHEREAS, Conditional Use Permit No. 20-09 has been reviewed by the Planning Commission on July 22, 2020 and August 26, 2020 at a duly noticed public hearing; and

WHEREAS, On September 8, 2020, Wilmer G. Hernandez Gonzalez ("applicant") submitted a complete and timely appeal of the Planning Commission's decision to the City Clerk of the City of Baldwin Park; and

WHEREAS, A duly noticed public hearing was held on said Application by the City Council of October 21, 2020. The City Council, after reviewing the Staff Report, Administrative Record, and considering oral evidence during said public hearing, found that there are requisite findings to grant the conditional use permit; and

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

SECTION 2. The proposed use is a mobile recycling facility. It is being established within the Industrial Commercial (IC) Zone and with the terms defined in Table 153.50.020 of the BPMC because it is the only recycling facility within a 3,000 foot radius.

Therefore, establishment of the proposed use is consistent with the purpose and intent of the BPMC, and of the Industrial Commercial zone and General Plan land use designation.

SECTION 3. The City Council does hereby adopt the following Findings of Fact applicable to all conditional use permits:

1. **Conditionally permitted.** The use is conditionally permitted within the subject zone and complies with the intent of all applicable provisions of this chapter. Table 153.050.020 of the Baldwin Park Zoning Code conditionally permits a recycling facility with an approval by the City's Planning Commission; and
2. **Zone integrity and character.** The use will not impair the integrity and character of the zone in which it is to be located. The property is located within the IC, Industrial Commercial Zone which conditionally allows for recycling uses. Therefore, a new recycling facility within an existing Industrially zoned property is consistent with the integrity and character of the zone; and
3. **Site suitability.** The subject site is physically suitable for the type of land use being proposed. the subject site is a vacant industrially zoned property and consists of an existing driveway (Ramona Blvd and Park Place) making the site suitable for the proposed use; and
4. **Existing compatibility.** The proposed recycling facility will provide a complimentary service to the surrounding community to have access to a recycling service. The use is also compatible with the commercial land uses adjacent and in proximity to the subject site; and
5. **Future compatibility.** The use will be compatible with existing and future land uses within the zone and the general area in which the proposed use is to be located. The use of the property is a vacant industrially zoned property and is compatible with existing and future land uses within the IC, Industrial Commercial zone and the general area in which the use is located; and
6. **Utilities and services.** Adequate provisions for water, sewer and public utilities and services are available to ensure that the use will not be detrimental to public health and safety in that the proposed use will be located on a subject site with already established utilities; and
7. **Public Access.** Adequate provisions for public access are available to serve the use. The site has direct vehicular and pedestrian access from Park Place and Ramona Blvd. Additionally, adequate sidewalks provide both pedestrians and persons with disabilities with safe and convenient access to the site, provide access for motor vehicles. The site's access to sidewalks, streets and highways are adequate in width and pavement type to carry the quantity of traffic generated by the existing uses in the vicinity; and

8. **General Plan consistency.** The use is consistent with the General Plan in that it will provide an opportunity to add a recycling facility and promote Baldwin Park as a good place to run a business in line with Goal 7.0 of the Economic Development Element and furthering the General Plan's goals and policies; and
9. **Safety and welfare.** The use will not be detrimental to public interest, health, safety, convenience or welfare in that the proposed use will be located adjacent to existing buildings which will be identical in use and all activity of the business will be screened from the public view. It will also follow Section 130.30 through 130.44 of the Municipal Code regarding noise standards, and be conducting their rental business during the hours of 9am to 4pm Monday through Saturday and 9:00 a.m. to 2:00 p.m. Sunday.

SECTION 4. The Application, as herein above described below, and the same is hereby approved subject to the following conditions:

- 1) That the property shall be developed and maintained in substantial accordance with Exhibit "A" dated October 21, 2020; and
- 2) That the use shall be operated and the subject property be maintained in a neat and orderly manner; and the site shall be kept free of litter and that all graffiti (throughout the property) shall be removed within twenty-four (24) hours of its discovery at the expense of the applicant and/or owner; and
- 3) The transferring of recyclable materials between containers, including glass, aluminum, etc. shall not result in the increase of noise that exceeds the allowable noise levels within industrial zone;
- 4) The operation of the facility shall comply with noise standards pursuant to section 153.140.070 of the Baldwin Park Municipal Code; and
- 5) That any permanent or temporary signage shall require a sign permit and shall be made and installed in accordance with the City's sign regulations; and
- 6) Except as otherwise provided herein, this permit is approved as a land use entitlement. If the applicant proposes changes regarding the location or alteration of any use or structure, the applicant shall submit changes to the Planning Division for review and approval; and
- 7) The facility is approved to operate 9:00 a.m. to 4:00 p.m. Monday through Saturday and 9:00 a.m. to 2:00 p.m. on Sunday, and
- 8) The containers shall be constructed of durable metal and painted in a light beige color with anti-graffiti coatings. The containers shall be waterproof, leak-proof, and rustproof, and

- 9) The facility attendant shall wear a uniform during all times of operation, and
- 10) The site shall be patrolled once per day to ensure cleanliness and security, and
- 11) All recyclable material shall be stored in containers or in the mobile unit vehicle, and no materials shall be left outside of containers when attendant is not present, and
- 12) Any fluid shall be disposed of in a watertight container. The facility attendant shall have a five-gallon supply of water during all times of operation to dilute any residual fluid mixture. Fluids may not be dumped on the parking lot, and
- 13) No power-driven processing equipment shall be employed, and
- 14) The facility shall be maintained free of vermin, litter, and any other undesirable materials, and be swept at the end of each collection day and cleaned weekly, and
- 15) If the Conditional Use Permit expires, the recycling facility shall be removed from the site on the day following permit expiration, and
- 16) If within one (1) year after the date of approval of CP 20-09, all conditions of approval have not been satisfied, CP-20-09 shall become null and void; and
- 17) That the applicant shall sign a notarized affidavit within ten (10) days after the date of this resolution stating that the applicant has read and accepts all of the conditions of approval.

Building Conditions:

- 18) All Conditions of Approval as approved by the Planning Commission shall appear as notes on the plans submitted for building plan check and permits.
- 19) Submit complete construction plans to Building Division for formal plans review and building permit.
- 20) Provide an accessible path of travel from the public sidewalk and accessible parking stalls for persons with disability pursuant to CBC Chapter 11B.

Public Works Conditions:

- 21) The applicant shall comply with Low Impact Development (LID) requirements to the satisfaction of the City Engineer. Please refer to City handouts.
- 22) An Erosion Control Plan shall be submitted concurrently with the drainage 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.
- 23) The applicant shall comply with Low Impact Development (LID) requirements to the satisfaction of the City Engineer. Please refer to County of LA DPW LID Manual.
- 24) Show locations of existing and proposed fire hydrants.
- 25) Show locations of water and sewer mains, including the sizes.
- 26) Show the location and sizes of water meters including path to each unit and how they connect to the water main.
- 27) Dependent on use an Industrial Waste Discharge permit may be required.
- 28) Show the size and location of the fire line to the building.
- 29) Annually submit tonnage report for recycled materials for the City's recycling program.
- 30) Submit a CalRecycle Certification application for Recycling Centers to the State.
- 31) Show bearings and distances at all boundaries, including street centerline.
- 32) Show dimensions to property line from all building orientations.
- 33) Some dimensions are not consistent with other maps, please verify such.
- 34) Show all easements, provide title report to verify existing easements or none.
- 35) Provide site topography to show the site slope and existing structures or improvements.

DRAINAGE

- 36) 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.
- 37) Show existing and/or proposed fences, height and material.
- 38) Show drainage arrows, direction slopes and elevations.
- 39) Show how roof drainage will be contained or routed to a permanent BMP device.
- 40) Show hydrology and hydraulic calculations for LID devices and containment.
- 41) Below is a portion of the LID manual you need to comply with.
- 42) This section describes the stormwater management requirements for Designated Projects, which are identified as meeting one or more of the following:
 - All development projects equal to one acre or greater of disturbed area and adding more than 10,000 square feet of impervious surface area;
 - Industrial parks with 10,000 square feet or more of surface area;
 - Commercial malls with 10,000 square feet or more of surface area;
 - Retail gasoline outlets with 5,000 square feet or more of surface area;
 - Restaurants (Standard Industrial Classification [SIC] Code 5812) with 5,000 square feet or more of surface area;
 - Parking lots with 5,000 square feet or more of impervious surface area, or with 25 or more parking spaces;
 - Automotive service facilities (SIC Codes: 5013, 5014, 5511, 5541, 7532-7534, or 7536-7539) with 5,000 square feet or more of surface area;
 - Projects located in or directly adjacent to, or discharging directly to a Significant Ecological Area (SEA), where the development will:
 - Discharge stormwater runoff that is likely to impact
 - sensitive biological species or habitat; and

- Create 2,500 square feet or more of impervious surface area.
- 42) Redevelopment projects, which are developments that result in creation or addition or replacement of either: (1) 5,000 square feet or more of impervious surface on a site that was previously developed as described in the above bullets; or (2) 10,000 square feet or more of impervious surface area on a site that was previously developed as a single family home.
- a. Where 50 percent or more of the impervious surface of a previously developed site is proposed to be altered and the previous development project was not subject to post-construction stormwater quality control measures, the entire development site (e.g., both the existing development and the proposed alteration) must meet the requirements of the LID Standards Manual.
 - b. Where less than 50 percent of the impervious surface of a previously developed site is proposed to be altered and the previous development project was not subject to post-construction stormwater quality control measures, only the proposed alteration must meet the requirements of the LID Standards Manual.
 - c. Redevelopment does not include routine maintenance activities that are conducted to maintain original line and grade, hydraulic, purpose of facility or emergency redevelopment activity required to protect public health and safety. Impervious surface replacement, such as the reconstruction of parking lots and roadways, which does not disturb additional area and maintains the original grade and alignment, is considered routine maintenance activity. Redevelopment does not include repaving of existing roads to maintain original line and grade.
- 43) Stormwater Management Requirements for Designated Projects: All Designated Projects must retain 100 percent of the SWQDv on-site through infiltration, evapotranspiration, stormwater runoff harvest and use, or a combination thereof unless it is demonstrated that it is technically infeasible to do so. To meet these requirements, Designated Projects must:
- Conduct site assessment and identify design considerations, including determining the feasibility of on-site infiltration

(see Section 4 and Section 7.3);

- Apply site-specific source control measures (see Section 5);
- Calculate the Stormwater Quality Design Volume (see Section 6);
- Implement stormwater quality control measures (see Section 7);
- Implement alternative compliance measures, if necessary (see Section 7);
- Implement hydro modification requirements, if necessary (see Section 8); and
- Develop a Maintenance Plan, if necessary (see Section 9).

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

SECTION 6. This resolution shall become effective immediately upon its adoption.

SECTION 7. The City Clerk shall certify to the adoption of this resolution and hereafter the same shall be in full force and effect.

PASSED AND APPROVED this 21st day of October, 2020.

Manuel Lozano, Mayor
BALDWIN PARK CITY COUNCIL

ATTEST:

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

I, Lourdes Morales, Chief Deputy City Clerk of the Baldwin Park City Council, do hereby certify that the foregoing Resolution No. 2020-055 was duly and regularly approved and adopted by the City Council at a regular meeting thereof, held on the 21st day of October, 2020 by the following vote:

AYES: COUNCIL MEMBERS: _____

NOES: COUNCIL MEMBERS: _____

ABSENT: COUNCIL MEMBERS: _____

ABSTAIN: COUNCIL MEMBERS: _____

Lourdes Morales
BALDWIN PARK Chief Deputy City Clerk

**AGENDA
BALDWIN PARK
FINANCE AUTHORITY VIRTUAL MEETING
October 21, 2020**

7:00 PM

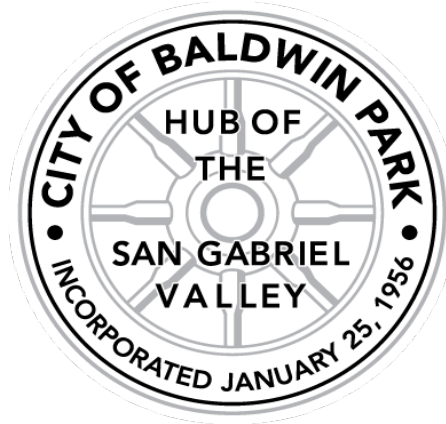
**THE COUNCIL CHAMBER IS CLOSED TO THE PUBLIC
IN ACCORDANCE WITH HEALTH OFFICIALS RECOMMENDATIONS**

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
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

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 October 21, 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 October 21, 2020. If you require translation services in another language or sign, please indicate your request in your communication 48 hours prior to the meeting. 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

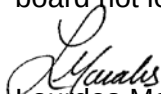
1. Treasurer's Report – August 2020

Staff recommends that the Board receive and file the Treasurer's Report for August 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 15th day of October, 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: October 21, 2020

SUBJECT: Treasurer's Report – August 2020

SUMMARY

Attached is the Treasurer's Report for the month of August 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 August 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
8/31/2020

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	0.784%	Varies	Varies	\$ 28,709,841.40	\$ 28,709,841.40	\$ 28,709,841.40	\$ 28,709,841.40
Housing Authority	0.784%	Varies	Varies	14,027.67	14,027.67	14,027.67	14,027.67
				28,723,869.07	28,723,869.07	28,723,869.07	28,723,869.07
<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	252,632.50
Barclays Bank Del (Cantella)	3.05%	12/19/2018	12/21/2020	250,000.00	250,000.00	250,000.00	252,317.50
				500,000.00	500,000.00	500,000.00	504,950.00
<u>US Bank - Debt Service Trustee Accounts</u>							
Fiscal Agent Funds (Trust/Debt Service Fund)	Varies	Varies	Varies	6,739,849.03	6,739,849.03	6,739,849.03	6,739,849.03
Fiscal Agent Funds - Successor Agency (Trust/Debt Service Fund)	Varies	Varies	Varies	1,276,627.14	1,276,627.14	1,276,627.14	1,276,627.14
				8,016,476.17	8,016,476.17	8,016,476.17	8,016,476.17
Total Investments					\$	37,240,345.24	
<u>Cash with Bank of the West</u>							
City Checking						1,466,710.78	
Money Market Plus						133,632.07	
City Miscellaneous Cash						131,557.63	
Successor Agency						59,482.43	
Housing Authority						363,622.51	
Financing Authority						11,700.00	
Total Cash with Bank of the West						2,166,705.42	
Investment Brokerage Capita Reserves (Dividend Option Cash)						3,823.37	
Total Cash and Investments						\$	39,410,874.03

* 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 August 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
October 21, 2020**

7:00 PM

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

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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

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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

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 October 21, 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 October 21, 2020. If you require translation services in another language or sign, please indicate your request in your communication 48 hours prior to the meeting. 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

1. Baldwin Park Housing Authority's Warrants and Demands

Staff recommends that the Board ratify the attached Warrants and Demands Register.

2. Treasurer's Report – August 2020

Staff recommends that the Board receive and file the Treasurer's Report for August 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 15th day of October, 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 Housing Authority
FROM: Rose Tam, Director of Finance
DATE: October 21, 2020
SUBJECT: Baldwin Park Housing Authority's Warrants and Demands

SUMMARY

Attached are the Warrants and Demands Registers for the City of Baldwin Park Housing Authority to be ratified by the Board.

RECOMMENDATION

Staff recommends that the Board ratify the attached Warrants and Demands Register.

FISCAL IMPACT

The total of the Warrants and Demands for Housing Authority was \$512,533.76.

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 meeting and the following is a summary of the payment released:

1. The September 8 to October 12, 2020 Warrant check numbers from 72363 through 72375 in the amount of \$8,967.74 and Automated Clearing House (ACH) in the amount of \$503,566.02 were made on behalf of City of Baldwin Park Housing Authority constituting of claims and demands, are herewith presented to the Board as required by law, and hereby ratified.

LEGAL REVIEW

Not Applicable

ATTACHMENT

1. Happy Check Register
2. Happy Check Register ACH

Check Register Report

10/8/2020

Date Range: 09/08/2020...10/12/2020

VMS Date Range: ...

Program: 1-Housing Choice Voucher

Payment Type:

Check Numbers: ...

Direct Deposit: Exclude Direct Deposit

Check Cleared: All

Port Status: Omit Port Ins

Zero HAPs: Include Zero HAPs

Voided Payments: Omit Voided Payments

Held Checks: Exclude Held Checks

Grouped by:

Program and Increment

Sorted by:

Check Number

Housing Choice Voucher

✓ Check Number	Check Date	VMS Date	Payee Name	DD	Amount
☐ 72363	09/08/2020	08/01/2020	Leticia A Aguirre	☐	\$2.00
☐ 72364	09/08/2020	07/16/2020	Kelly Nguyen	☐	\$2531.00
☐ 72365	10/01/2020	10/01/2020	Bertha Cedillo	☐	\$72.00
☐ 72366	10/01/2020	10/01/2020	Vanessa G Ross	☐	\$22.00
☐ 72367	10/01/2020	10/01/2020	Valerie Lorraine Casanova	☐	\$28.00
☐ 72368	10/01/2020	10/01/2020	Nora M. Aguila	☐	\$12.00
☐ 72369	10/01/2020	10/01/2020	Leticia A Aguirre	☐	\$14.00
☐ 72370	10/01/2020	10/01/2020	Mayra Aguilera	☐	\$19.00
☐ 72371	10/01/2020	10/01/2020	Eternal Link LLC	☐	\$1536.00
☐ 72372	10/01/2020	10/01/2020	City of Carlsbad	☐	\$751.74
☐ 72373	10/01/2020	09/01/2020	Ramona Property Managers, Inc.	☐	\$1192.00
☐ 72374	10/01/2020	09/16/2020	Golden Dragon Properties LLC c/o	☐	\$1656.00
☐ 72375	10/01/2020	10/01/2020	Ryan Kinpong Woo and Ching King	☐	\$1132.00

Housing Choice Voucher	Total	\$8,967.74
	Average	\$498.21
	Unit Count	8
	Average Weighted by Unit Count	\$960.87
	Hard to House Count	2

Check Register Report

10/8/2020

Date Range: 09/08/2020...10/12/2020

VMS Date Range: ...

Program: -

Payment Type:

Check Numbers: ...

Direct Deposit: Include Direct Deposit

Check Cleared: All

Port Status: Omit Port Ins

Zero HAPs: Include Zero HAPs

Voided Payments: Omit Voided Payments

Held Checks: Exclude Held Checks

Grouped by:

Program and Increment

Sorted by:

Check Number

Housing Choice Voucher

✓ Check Number	Check Date	VMS Date	Payee Name	DD	Amount
☐ 23700	09/08/2020	06/26/2020	Jun Hua Hu	☒	\$6637.00
☐ 23701	09/08/2020	08/01/2020	Aurelio and Maria Blanco	☒	\$2600.00
☐ 23702	09/08/2020	09/01/2020	725-731 W. Duarte Rd, LLC	☒	\$728.00
☐ 23703	09/08/2020	09/01/2020	Paramjit S Nijjar	☒	\$546.00
☐ 23704	10/01/2020	10/01/2020	Y & H Investment, Inc.	☒	\$1397.00
☐ 23705	10/01/2020	10/01/2020	Eunice Property, LLC	☒	\$1173.00
☐ 23706	10/01/2020	10/01/2020	Dimitris Papadopoulos	☒	\$840.00
☐ 23707	10/01/2020	10/01/2020	Wilson Apartment Associates L.P.	☒	\$3133.00
☐ 23708	10/01/2020	10/01/2020	Monet Huong Nguyen	☒	\$2070.00
☐ 23709	10/01/2020	10/01/2020	ASCENSION HOLDINGS LLC	☒	\$1078.00
☐ 23710	10/01/2020	10/01/2020	Tom Cinquegrani	☒	\$145.00
☐ 23711	10/01/2020	10/01/2020	Mark T. Fernandez	☒	\$467.00
☐ 23712	10/01/2020	10/01/2020	Melody (Muoi) Dao	☒	\$1331.00
☐ 23713	10/01/2020	10/01/2020	John W. Ruwitch and Anh Lam Truong	☒	\$1187.00
☐ 23714	10/01/2020	10/01/2020	SAE GROUP, LLC	☒	\$1298.00
☐ 23715	10/01/2020	10/01/2020	Wei Zhen Su	☒	\$570.00
☐ 23716	10/01/2020	10/01/2020	Mallorca Apartments, LTD	☒	\$1238.00
☐ 23717	10/01/2020	10/01/2020	The Sam Gurfinkel and Renee	☒	\$1358.00
☐ 23718	10/01/2020	10/01/2020	Michael I. or Ling Brooks	☒	\$1249.00
☐ 23719	10/01/2020	10/01/2020	Donna J Falls	☒	\$734.00
☐ 23720	10/01/2020	10/01/2020	Cipriano Salazar Jr.	☒	\$1238.00
☐ 23721	10/01/2020	10/01/2020	Dung Tran	☒	\$402.00
☐ 23722	10/01/2020	10/01/2020	Monrovia 612, LP	☒	\$11222.00
☐ 23723	10/01/2020	10/01/2020	Leslie K Ng	☒	\$1227.00
☐ 23724	10/01/2020	10/01/2020	Jun Hua Hu	☒	\$2096.00
☐ 23725	10/01/2020	10/01/2020	Peter R Nasmyth	☒	\$618.00
☐ 23726	10/01/2020	10/01/2020	Quoc T. Vo	☒	\$941.00
☐ 23727	10/01/2020	04/01/2020	Orange County Housing Authority	☒	\$3682.70
☐ 23728	10/01/2020	10/01/2020	Lien Diep	☒	\$1094.00
☐ 23729	10/01/2020	10/01/2020	Rosa Lamas-Serratos	☒	\$1035.00
☐ 23730	10/01/2020	10/01/2020	Primrose Villa	☒	\$4421.00
☐ 23731	10/01/2020	10/01/2020	Vinh H. Lai	☒	\$1007.00

☐ 23732	10/01/2020	10/01/2020	Malcolm Oso	☒	\$624.00
☐ 23733	10/01/2020	10/01/2020	Dieu-Thuy Nu Ton	☒	\$1610.00
☐ 23734	10/01/2020	10/01/2020	Dajojo, LLC	☒	\$1350.00
☐ 23735	10/01/2020	10/01/2020	Lan Hua Mi Ku	☒	\$1188.00
☐ 23736	10/01/2020	10/01/2020	Maria Luz Rodriguez	☒	\$1307.00
☐ 23737	10/01/2020	10/01/2020	Dinghwa Eddy Liu	☒	\$1388.00
☐ 23738	10/01/2020	10/01/2020	Billy Theodorakopoulos	☒	\$1021.00
☐ 23739	10/01/2020	10/01/2020	Wai Keng Tam	☒	\$1049.00
☐ 23740	10/01/2020	10/01/2020	Don Norwood	☒	\$1391.00
☐ 23741	10/01/2020	10/01/2020	Aaron Abdus Shakoor	☒	\$1244.00
☐ 23742	10/01/2020	10/01/2020	Ana Thai	☒	\$929.00
☐ 23743	10/01/2020	10/01/2020	Larry Chow	☒	\$3430.00
☐ 23744	10/01/2020	10/01/2020	Antonio & Aida Rinos	☒	\$964.00
☐ 23745	10/01/2020	10/01/2020	T & T Asset Holding, LLC	☒	\$2544.00
☐ 23746	10/01/2020	10/01/2020	Michael Alfred Alarcon	☒	\$1324.00
☐ 23747	10/01/2020	10/01/2020	Mousa Boushaaya	☒	\$1177.00
☐ 23748	10/01/2020	10/01/2020	Tuan Viet Ho	☒	\$1855.00
☐ 23749	10/01/2020	10/01/2020	Carl P Heinzen	☒	\$1608.00
☐ 23750	10/01/2020	10/01/2020	Housing Authority Of The County Of	☒	\$5386.10
☐ 23751	10/01/2020	10/01/2020	Housing Authority Of The County Of	☒	\$77.22
☐ 23752	10/01/2020	10/01/2020	Jun Ye and Ming Feng	☒	\$1590.00
☐ 23753	10/01/2020	10/01/2020	El Monte Housing Partners LP - The	☒	\$6437.00
☐ 23754	10/01/2020	10/01/2020	Joseph T. Tung	☒	\$1088.00
☐ 23755	10/01/2020	10/01/2020	Alamitas LLC	☒	\$1780.00
☐ 23756	10/01/2020	08/18/2020	J.R. Howard Enterprises, Ltd	☒	\$2312.00
☐ 23757	10/01/2020	10/01/2020	Luan Trong Hoang	☒	\$745.00
☐ 23758	10/01/2020	10/01/2020	Andrew & Eva Fogg	☒	\$936.00
☐ 23759	10/01/2020	10/01/2020	Heritage Park Villas LP	☒	\$17011.00
☐ 23760	10/01/2020	10/01/2020	Mohamad Tavakkoli	☒	\$7769.00
☐ 23761	10/01/2020	10/01/2020	Tyler Court Associates, LP	☒	\$509.00
☐ 23762	10/01/2020	10/01/2020	Palo Verde Apartments, LP	☒	\$948.00
☐ 23763	10/01/2020	10/01/2020	Ha X Van	☒	\$2981.00
☐ 23764	10/01/2020	10/01/2020	Chen Jackson	☒	\$678.00
☐ 23765	10/01/2020	10/01/2020	Philip Tsui	☒	\$891.00
☐ 23766	10/01/2020	10/01/2020	Paul Yen	☒	\$336.00
☐ 23767	10/01/2020	10/01/2020	Mie Chen	☒	\$2283.00
☐ 23768	10/01/2020	10/01/2020	Becky Binh Nguyet Luu or Eddie Ma	☒	\$1711.00
☐ 23769	10/01/2020	10/01/2020	Thomas Pang	☒	\$1177.00
☐ 23770	10/01/2020	10/01/2020	Tinh Van Le	☒	\$738.00
☐ 23771	10/01/2020	10/01/2020	Everardo Garcia	☒	\$1483.00
☐ 23772	10/01/2020	10/01/2020	Ngoc T. Lieu	☒	\$2176.00
☐ 23773	10/01/2020	10/01/2020	Alfred Tai-Kong Ho and Lisa Chen	☒	\$861.00
☐ 23774	10/01/2020	10/01/2020	Covina 023 Woods 206 LP c/o	☒	\$1042.00
☐ 23775	10/01/2020	10/01/2020	Doreen Han	☒	\$679.00
☐ 23776	10/01/2020	10/01/2020	Roland Wiekamp	☒	\$1296.00
☐ 23777	10/01/2020	10/01/2020	PI Properties No. 94 LLC	☒	\$1700.00

☐ 23778	10/01/2020	10/01/2020	AMFP IV Atrium LLC c/o Abacus	☒	\$2350.00
☐ 23779	10/01/2020	10/01/2020	Siu Fung Mak	☒	\$1345.00
☐ 23780	10/01/2020	10/01/2020	Baldwin Park Family Housing Limited	☒	\$13209.00
☐ 23781	10/01/2020	10/01/2020	Grace Chiou	☒	\$1212.00
☐ 23782	10/01/2020	10/01/2020	Marina Alvarez	☒	\$1704.00
☐ 23783	10/01/2020	10/01/2020	Sui Man Mak	☒	\$888.00
☐ 23784	10/01/2020	10/01/2020	Henry Wong	☒	\$2345.00
☐ 23785	10/01/2020	10/01/2020	West Covina Senior Villas II, LP	☒	\$540.00
☐ 23786	10/01/2020	10/01/2020	Dung Trung Pham and Tammy Tram	☒	\$415.00
☐ 23787	10/01/2020	10/01/2020	Francisco J. Sanchez and Gloria	☒	\$1017.00
☐ 23788	10/01/2020	10/01/2020	John Young	☒	\$1101.00
☐ 23789	10/01/2020	10/01/2020	Blessed Rock of El Monte	☒	\$16811.00
☐ 23790	10/01/2020	10/01/2020	Vintage West Covina	☒	\$9632.00
☐ 23791	10/01/2020	10/01/2020	Alfonso Contreras	☒	\$425.00
☐ 23792	10/01/2020	10/01/2020	Alta Vista Villas, LP c/o Yale	☒	\$793.00
☐ 23793	10/01/2020	10/01/2020	Miriam Barrera	☒	\$1923.00
☐ 23794	10/01/2020	10/01/2020	West Covina Seniors Villas I	☒	\$1711.00
☐ 23795	10/01/2020	10/01/2020	Brookhollow Apartments	☒	\$9692.00
☐ 23796	10/01/2020	10/01/2020	Rahmat Ray Nehdar	☒	\$971.00
☐ 23797	10/01/2020	10/01/2020	Alexander Chan	☒	\$1752.00
☐ 23798	10/01/2020	10/01/2020	Alan Wu	☒	\$805.00
☐ 23799	10/01/2020	10/01/2020	Henry Ho	☒	\$1048.00
☐ 23800	10/01/2020	10/01/2020	PAMA IV Properties, LP	☒	\$3374.00
☐ 23801	10/01/2020	10/01/2020	Roger Hin Nam Mak	☒	\$9052.00
☐ 23802	10/01/2020	10/01/2020	LAT Investments, LLC	☒	\$2192.00
☐ 23803	10/01/2020	10/01/2020	Xitlalai Del Real Sanchez	☒	\$1264.00
☐ 23804	10/01/2020	10/01/2020	Mary L Haynes	☒	\$998.00
☐ 23805	10/01/2020	10/01/2020	Clinett Glazis	☒	\$749.00
☐ 23806	10/01/2020	10/01/2020	Jim & Nancy Bailey	☒	\$581.00
☐ 23807	10/01/2020	10/01/2020	Kimberly Nguyen	☒	\$721.00
☐ 23808	10/01/2020	10/01/2020	Hilbert Properties II	☒	\$734.00
☐ 23809	10/01/2020	10/01/2020	Joseph M. Kwok	☒	\$1410.00
☐ 23810	10/01/2020	10/01/2020	Mack E Titus	☒	\$667.00
☐ 23811	10/01/2020	10/01/2020	William J Rogers	☒	\$986.00
☐ 23812	10/01/2020	10/01/2020	Alejandra Gutierrez	☒	\$599.00
☐ 23813	10/01/2020	08/05/2020	Lourdes J. Garrison	☒	\$3698.00
☐ 23814	10/01/2020	10/01/2020	Angelica Garcia	☒	\$1062.00
☐ 23815	10/01/2020	10/01/2020	Sophia Wong	☒	\$1111.00
☐ 23816	10/01/2020	10/01/2020	Lois J Gaston	☒	\$1538.00
☐ 23817	10/01/2020	10/01/2020	Doan & Lily Thi	☒	\$1650.00
☐ 23818	10/01/2020	10/01/2020	El Monte Affordable Housing Partner	☒	\$162.00
☐ 23819	10/01/2020	10/01/2020	Jose Baudelio Delgado	☒	\$511.00
☐ 23820	10/01/2020	10/01/2020	Larry Mimms	☒	\$1067.00
☐ 23821	10/01/2020	10/01/2020	Jaime Jimenez	☒	\$753.00
☐ 23822	10/01/2020	10/01/2020	Guillermo Vasquez	☒	\$919.00
☐ 23823	10/01/2020	10/01/2020	Ramiro Viramontes and Veronica	☒	\$337.00

☐ 23824	10/01/2020	10/01/2020	Joe Diaz	☒	\$1683.00
☐ 23825	10/01/2020	10/01/2020	Fat Law	☒	\$895.00
☐ 23826	10/01/2020	10/01/2020	Kan Investments LTD, LLC	☒	\$538.00
☐ 23827	10/01/2020	10/01/2020	Dwight Chang	☒	\$1632.00
☐ 23828	10/01/2020	10/01/2020	Cameron Park Community Partners,	☒	\$1034.00
☐ 23829	10/01/2020	10/01/2020	Jun Tang	☒	\$472.00
☐ 23830	10/01/2020	10/01/2020	Thanh M Tang	☒	\$835.00
☐ 23831	10/01/2020	10/01/2020	Lourdes Vela	☒	\$2704.00
☐ 23832	10/01/2020	10/01/2020	Gilbert Roybal	☒	\$1096.00
☐ 23833	10/01/2020	10/01/2020	Philip & Fanny Kwok	☒	\$1208.00
☐ 23834	10/01/2020	10/01/2020	Woodside Village Apartments LP	☒	\$14492.00
☐ 23835	10/01/2020	10/01/2020	Robert Lawe	☒	\$869.00
☐ 23836	10/01/2020	10/01/2020	Cynthia Pham	☒	\$758.00
☐ 23837	10/01/2020	10/01/2020	Fanny Chan	☒	\$800.00
☐ 23838	10/01/2020	10/01/2020	Baldwin Rose LP	☒	\$1087.00
☐ 23839	10/01/2020	10/01/2020	Kwan Chiang	☒	\$1148.00
☐ 23840	10/01/2020	10/01/2020	Sergio Molina	☒	\$275.00
☐ 23841	10/01/2020	10/01/2020	Velma Alarcon	☒	\$1344.00
☐ 23842	10/01/2020	10/01/2020	Chuen Lau	☒	\$1741.00
☐ 23843	10/01/2020	10/01/2020	Tanya H Chen	☒	\$2089.00
☐ 23844	10/01/2020	10/01/2020	JM Lam Investment LLC	☒	\$874.00
☐ 23845	10/01/2020	10/01/2020	Vijay Gulati	☒	\$4509.00
☐ 23846	10/01/2020	10/01/2020	Joseph H. Garcia	☒	\$2495.00
☐ 23847	10/01/2020	10/01/2020	Xue Fen Xu	☒	\$1212.00
☐ 23848	10/01/2020	10/01/2020	Lark Ellen Village	☒	\$9167.00
☐ 23849	10/01/2020	10/01/2020	Eric C. Otte	☒	\$762.00
☐ 23850	10/01/2020	10/01/2020	Kim Chau	☒	\$872.00
☐ 23851	10/01/2020	10/01/2020	Aurelio and Maria Blanco	☒	\$1300.00
☐ 23852	10/01/2020	10/01/2020	Bharat B. Garg, Darshana Garg and	☒	\$1741.00
☐ 23853	10/01/2020	10/01/2020	Xuyen Thach Han	☒	\$2097.00
☐ 23854	10/01/2020	10/01/2020	EZ APT LLC	☒	\$1351.00
☐ 23855	10/01/2020	10/01/2020	Lucena A Ewing	☒	\$2932.00
☐ 23856	10/01/2020	10/01/2020	Jocelyn Jae Zhong	☒	\$2444.00
☐ 23857	10/01/2020	10/01/2020	Virginia Carlson	☒	\$1136.00
☐ 23858	10/01/2020	10/01/2020	Emilio De Jesus Cruz	☒	\$677.00
☐ 23859	10/01/2020	10/01/2020	Dinh Thom Tran	☒	\$1706.00
☐ 23860	10/01/2020	10/01/2020	Isabel R Sanchez	☒	\$1081.00
☐ 23861	10/01/2020	10/01/2020	Cienega Garden Apartments	☒	\$3244.00
☐ 23862	10/01/2020	10/01/2020	Therisa L Tyck	☒	\$1180.00
☐ 23863	10/01/2020	10/01/2020	Vinh Hong Lai	☒	\$1235.00
☐ 23864	10/01/2020	10/01/2020	Doreen E. Ewing	☒	\$3156.00
☐ 23865	10/01/2020	10/01/2020	Olive RE Holdings, LLC	☒	\$3267.00
☐ 23866	10/01/2020	10/01/2020	Moller Property Management	☒	\$1011.00
☐ 23867	10/01/2020	10/01/2020	TPA/NASCH LLC, Westgate as a sole	☒	\$970.00
☐ 23868	10/01/2020	10/01/2020	TDF LP - Pacific Towers c/o Winn	☒	\$6309.00
☐ 23869	10/01/2020	10/01/2020	Paul & Annie W Chau	☒	\$1009.00

☐ 23870	10/01/2020	10/01/2020	LEFA Trust	☒	\$1052.00
☐ 23871	10/01/2020	10/01/2020	Gilbert Dominguez	☒	\$8089.00
☐ 23872	10/01/2020	10/01/2020	German Ghibaud	☒	\$1105.00
☐ 23873	10/01/2020	10/01/2020	Monica Alber	☒	\$872.00
☐ 23874	10/01/2020	10/01/2020	Ortencia Banuelos	☒	\$547.00
☐ 23875	10/01/2020	10/01/2020	Up Hill Investment Inc.	☒	\$1504.00
☐ 23876	10/01/2020	10/01/2020	Dieu Van Huynh	☒	\$954.00
☐ 23877	10/01/2020	10/01/2020	Kelly Nguyen	☒	\$1006.00
☐ 23878	10/01/2020	10/01/2020	Badillo Street Senior Apartments, LLC	☒	\$12064.00
☐ 23879	10/01/2020	10/01/2020	Monrovia Heritage Park LP	☒	\$18945.00
☐ 23880	10/01/2020	10/01/2020	Jiarong Chen c/o El Camino Property	☒	\$1337.00
☐ 23881	10/01/2020	10/01/2020	Los Angeles County Housing Authority	☒	\$6256.00
☐ 23882	10/01/2020	10/01/2020	James or Barbara Fox	☒	\$1112.00
☐ 23883	10/01/2020	10/01/2020	Mayra Ortega	☒	\$978.00
☐ 23884	10/01/2020	10/01/2020	Sel Homes LLC	☒	\$2558.00
☐ 23885	10/01/2020	10/01/2020	Hui Chuan Wang	☒	\$3179.00
☐ 23886	10/01/2020	10/01/2020	725-731 W. Duarte Rd, LLC	☒	\$2622.00
☐ 23887	10/01/2020	10/01/2020	Nhan Nguyen and Amy Tran	☒	\$2168.00
☐ 23888	10/01/2020	10/01/2020	Paul P Simon	☒	\$1047.00
☐ 23889	10/01/2020	10/01/2020	RAMONA BLVD. FAMILY	☒	\$5401.00
☐ 23890	10/01/2020	10/01/2020	Maria Martha Martinez	☒	\$2028.00
☐ 23891	10/01/2020	10/01/2020	Greater San Gabriel Valley Property	☒	\$1814.00
☐ 23892	10/01/2020	10/01/2020	Ronald & Pamela Layne	☒	\$512.00
☐ 23893	10/01/2020	10/01/2020	Annette C Scott	☒	\$1468.00
☐ 23894	10/01/2020	10/01/2020	Denise Van Pham	☒	\$982.00
☐ 23896	10/01/2020	10/01/2020	1024 Royal Oaks LP dba Whispering	☒	\$13372.00
☐ 23897	10/01/2020	08/01/2020	1024 Royal Oaks LP dba Whispering	☒	\$2497.00
☐ 23898	10/01/2020	10/01/2020	Derek Sim	☒	\$995.00
☐ 23899	10/01/2020	10/01/2020	Allan M. & Virginia J Chipp and Ralph	☒	\$3367.00
☐ 23900	10/01/2020	10/01/2020	Amparo M Limon	☒	\$416.00
☐ 23901	10/01/2020	10/01/2020	Zi Jian Li	☒	\$1276.00
☐ 23902	10/01/2020	10/01/2020	Minh A Nguyen	☒	\$1274.00
☐ 23903	10/01/2020	10/01/2020	Jaime Barcena	☒	\$1070.00
☐ 23904	10/01/2020	10/01/2020	Monica D Mao	☒	\$1436.00
☐ 23905	10/01/2020	10/01/2020	Shiu-Ein Huang	☒	\$519.00
☐ 23906	10/01/2020	10/01/2020	LAI MING LEUNG	☒	\$561.00
☐ 23907	10/01/2020	10/01/2020	The Promenade Housing Partners, LP	☒	\$4312.00
☐ 23908	10/01/2020	10/01/2020	Paramjit S Nijjar	☒	\$2311.00
☐ 23909	10/01/2020	10/01/2020	Estate of Rosetta Mix	☒	\$839.00
☐ 23910	10/01/2020	10/01/2020	Rosa Beltran	☒	\$984.00
☐ 23911	10/01/2020	10/01/2020	James Ronald Nguyen	☒	\$878.00
☐ 23912	10/01/2020	10/01/2020	John Nguyen	☒	\$931.00
☐ 23913	10/01/2020	10/01/2020	Takis Bogris	☒	\$684.00
☐ 23914	10/01/2020	10/01/2020	Ynfante Holdings I, LLC	☒	\$726.00
☐ 23915	10/01/2020	10/01/2020	Roman Basin	☒	\$573.00
☐ 23916	10/01/2020	10/01/2020	Nomer Lacson	☒	\$1098.00

☐ 23917	10/01/2020	10/01/2020	Anna & Simon Choi	☒	\$1280.00
☐ 23918	10/01/2020	10/01/2020	Fenistine Nagengast	☒	\$68.00
☐ 23919	10/01/2020	10/01/2020	Tanya Hang Chen	☒	\$1199.00
☐ 23920	10/01/2020	10/01/2020	Chung Thi Pham	☒	\$1840.00
☐ 23921	10/01/2020	10/01/2020	Rosie Leon	☒	\$869.00
☐ 23922	10/01/2020	10/01/2020	Roy Lam	☒	\$1062.00
☐ 23923	10/01/2020	10/01/2020	Nancy H Shen	☒	\$888.00
☐ 23924	10/01/2020	10/01/2020	Olie S Johnson	☒	\$876.00
☐ 23925	10/01/2020	10/01/2020	Joe Clark	☒	\$671.00
☐ 23926	10/01/2020	10/01/2020	Richard A DaSylveira	☒	\$777.00
☐ 23927	10/01/2020	10/01/2020	Sara Romo	☒	\$1386.00
☐ 23928	10/01/2020	10/01/2020	Jeff Ma	☒	\$1054.00
☐ 23929	10/01/2020	10/01/2020	T & P Property LLC	☒	\$830.00
☐ 23930	10/01/2020	10/01/2020	Singing Wood Senior Housing LP	☒	\$6860.00
☐ 23931	10/01/2020	10/01/2020	Michael H Phuong	☒	\$826.00
☐ 23932	10/01/2020	10/01/2020	Sitara B. Mamdani	☒	\$1683.00
☐ 23933	10/01/2020	10/01/2020	Joseph Pham	☒	\$824.00
☐ 23934	10/01/2020	10/01/2020	Garvey Senior Affordable Partners, LP	☒	\$2194.00
☐ 23935	10/01/2020	10/01/2020	Mei Yan Chen	☒	\$1206.00
☐ 23936	10/01/2020	10/01/2020	Paul A Rourman, Rourman Properties	☒	\$1014.00
☐ 23937	10/01/2020	10/01/2020	Shawn Hui Zhen	☒	\$1799.00
☐ 23938	10/01/2020	10/01/2020	Fred Lau	☒	\$994.00

Housing Choice Voucher	Total	\$503,566.02
	Average	\$934.26
	Unit Count	491
	Average Weighted by Unit Count	\$1,038.96
	Hard to House Count	3

STAFF REPORT



TO: Honorable Chair and Board Members of the Housing Authority
FROM: Rose Tam, Director of Finance
DATE: October 21, 2020
SUBJECT: Treasurer's Report – August 2020

SUMMARY

Attached is the Treasurer's Report for the month of August 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 August 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
8/31/2020

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	0.784%	Varies	Varies	\$ 28,709,841.40	\$ 28,709,841.40	\$ 28,709,841.40	\$ 28,709,841.40
Housing Authority	0.784%	Varies	Varies	14,027.67	14,027.67	14,027.67	14,027.67
				28,723,869.07	28,723,869.07	28,723,869.07	28,723,869.07
<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	252,632.50
Barclays Bank Del (Cantella)	3.05%	12/19/2018	12/21/2020	250,000.00	250,000.00	250,000.00	252,317.50
				500,000.00	500,000.00	500,000.00	504,950.00
<u>US Bank - Debt Service Trustee Accounts</u>							
Fiscal Agent Funds (Trust/Debt Service Fund)	Varies	Varies	Varies	6,739,849.03	6,739,849.03	6,739,849.03	6,739,849.03
Fiscal Agent Funds - Successor Agency (Trust/Debt Service Fund)	Varies	Varies	Varies	1,276,627.14	1,276,627.14	1,276,627.14	1,276,627.14
				8,016,476.17	8,016,476.17	8,016,476.17	8,016,476.17
Total Investments					\$	37,240,345.24	
<u>Cash with Bank of the West</u>							
City Checking						1,466,710.78	
Money Market Plus						133,632.07	
City Miscellaneous Cash						131,557.63	
Successor Agency						59,482.43	
Housing Authority						363,622.51	
Financing Authority						11,700.00	
Total Cash with Bank of the West						2,166,705.42	
Investment Brokerage Capita Reserves (Dividend Option Cash)						3,823.37	
Total Cash and Investments						\$	39,410,874.03

* 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 August 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