

CITY OF LA PUENTE
PUBLIC PARTICIPATION IN MEETINGS DUE TO COVID-19

Given current Covid-19 restrictions and social distancing guidelines issued by federal, state and local agencies, the City has implemented the following procedures for participation in City Council meetings, until further notice. Members of the City Council/Successor Agency may participate from a remote location via teleconference.

How to Listen Live to the Meeting

Live Audio/Video: Visit the City's website at <https://lapuente.org/agenda/>. Click on "View Event" for the current meeting to view it live.

Additionally, the City offers live by phone "listen only" lines in English and Spanish.

For English: Please dial (408) 650-3123 and enter the following access code: 731-551-669.

For Spanish: Please dial (646) 749-3122 and enter the following access code: 225-262-461.

How to Submit Public Comment

Please note that all comments are subject to the same Rules of Decorum as would otherwise apply to speakers at City Council meetings.

In Person: Public comment may be provided in-person at City Hall, 15900 E. Main Street. Due to Covid-19 restrictions, speakers will not be allowed to remain inside Council Chambers/City Hall to observe the meeting. Social distancing will be strictly enforced and all speakers must wear a face covering and submit to a temperature check, in accordance with the City's adopted Re-Opening Protocols.

In Writing: eComments may be submitted for a posted meeting via SpeakUp on the Agendas and Minutes page of the City's website at <https://lapuente.org/agenda/>. Simply click on "Click here for eComment". Please submit your eComment no later than 2 hours prior to the meeting start time.

Dadas las restricciones actuales de Covid-19 y las pautas de distanciamiento social emitidas por agencias federales, estatales y locales, la Ciudad ha implementado los siguientes procedimientos para la participación en las reuniones del Concejo Municipal, hasta nuevo aviso. Los miembros del Concejo Municipal/Agencia Sucesora pueden participar desde una ubicación remota a través de teleconferencia.

Cómo escuchar la reunión en vivo

Audio en vivo: visite el sitio web de la ciudad en <https://lapuente.org/agenda/>. Haga clic en "Ver evento" para ver la reunión en vivo.

Adicionalmente, la Ciudad ofrece líneas telefónicas de "solo escuchar" en vivo en inglés y español.

Para inglés: marque (408) 650-3123 e ingrese el siguiente código de acceso: 731-551-669.

Para español: marque (646) 749-3122 e ingrese el siguiente código de acceso: 225-262-461.

Cómo enviar comentarios públicos

Tenga en cuenta que todos los comentarios están sujetos a las mismas reglas que se aplicarían a los oradores en las reuniones del Concejo Municipal.

En persona: Los comentarios del público se pueden proporcionar en persona en el Ayuntamiento, 15900 E. Main Street. Debido a las restricciones de Covid-19, no se permitirá que los oradores permanezcan dentro de las Cámaras del Consejo/Ayuntamiento para observar la reunión. El distanciamiento social se aplicará estrictamente y todos los oradores deben cubrirse la cara y someterse a un control de temperatura, de acuerdo con los Protocolos de reapertura adoptados por la Ciudad.

Por escrito: Los comentarios electrónicos se pueden enviar a través de SpeakUp en la página de Agendas and Minutes del sitio web de la Ciudad en <https://lapuente.org/agenda/>. Simplemente haga clic en "eComment" para la reunión actual. Proporcione su eComment a más tardar 2 horas antes de la hora de inicio de la reunión.



**CLOSED SESSION AND REGULAR MEETING OF
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY**

COUNCIL CHAMBERS

15900 EAST MAIN STREET, LA PUENTE

SEPTEMBER 28, 2021

6:30 P.M. CLOSED SESSION

7:00 P.M. REGULAR SESSION

6:30 P.M. CLOSED SESSION

CALL TO ORDER

ROLL CALL

COUNCIL/AGENCY MEMBERS: Klinakis, Munoz, Argudo, Lewis and Quinones

PLEDGE OF ALLEGIANCE

ORAL COMMUNICATIONS

At this time, only item(s) on the Closed Session agenda may be discussed in Public Comments.

RECESS INTO CLOSED SESSION

CLOSED SESSION

1. Conference with Labor Negotiators (Government Code section 54957.6)
Agency Designated Representatives: Bob Lindsey, City Manager and Victor Ponto, City Attorney
Employee Organization: SEIU
2. Public Employment, City Manager (Government Code Section 54957(b)(1))

RECONVENE TO OPEN SESSION

REPORT OUT OF CLOSED SESSION

ADJOURNMENT

7:00 P.M. REGULAR SESSION

CALL TO ORDER

ROLL CALL

COUNCIL/AGENCY MEMBERS: Klinakis, Munoz, Argudo, Lewis and Quinones

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Presentation and Update by the Los Angeles County Sheriff's Department Regarding Crime Statistics

ORAL COMMUNICATIONS

If you wish to address the City Council - Successor Agency on an item other than a public hearing matter, please complete the Request for Oral Presentation form and submit it to the City Clerk no later than prior to the conclusion of the first speaker's remarks. (Ordinance No. 06-843.)

BOARDS/COMMISSION/COMMITTEE REPORTS

Council Members provide a report on any Boards/Commission/Committee meetings, listed below, that they have attended or that have occurred.

<u>ORGANIZATION</u>	<u>DEL/ALT</u>	<u>MONTHLY MEETINGS</u>	<u>TIME</u>
California Contract Cities Association	Argudo/Quinones	3 rd Wednesday	6:30 p.m.
Sanitation District 15 & 21	Klinakis/Munoz	4 th Wednesday	1:30 p.m.
League of California Cities L.A. Div.	Lewis/Argudo	1 st Thursday	6:30 p.m.
City Selection Committee	Klinakis/Lewis	When Necessary	6:30 p.m.
San Gabriel Valley COG	Quinones/Argudo	3 rd Thursday	4:00 p.m.
California JPIA	Quinones/All Council	4 th Wednesday	6:30 p.m.
Foothill Transit Governing Board	Munoz/Lewis	3 times per year or as needed	7:30 a.m.
San Gabriel Valley Mosquito & Vector Control District	Klinakis	2 nd Friday	7:00 a.m.

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS

A-1 READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETING OF SEPTEMBER 14, 2021

Staff Recommendation: It is recommended that the City Council and Successor Agency waive the reading and approve the Minutes of the City Council and Successor Agency meeting of September 14, 2021.

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None

C. UNFINISHED BUSINESS OF THE CITY COUNCIL – None

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

All matters listed under Consent Calendar are considered to be routine in nature and may be enacted by one motion approving the recommendation listed on the Agenda. One or more items may be removed from the Consent Calendar so that said item(s) may be discussed and considered individually by the City Council/Successor Agency, if a motion to remove the item(s) is approved by an affirmative vote of a majority of the members of the City Council/Successor Agency. Those specific item(s) will be considered as the first item under New Business.

D-1 CONSIDERATION OF RESOLUTIONS APPROVING WARRANT REGISTER NO. 1517

Staff Recommendation: It is recommended that the City Council and Successor Agency adopt Resolution No. 21-5659 approving Warrant Register No. 1517.

D-2 PRESENTATION OF AUGUST 2021 REQUISITION SUMMARY REPORT

Staff Recommendation: It is recommended that the City Council receive and file this report.

D-3 PRESENTATION OF AUGUST 2021 INVESTMENT REPORT

Staff Recommendation: It is recommended that the City Council receive and file this report.

D-4 SECOND READING OF AN ORDINANCE AMENDING CHAPTER 4.12 OF TITLE 4 OF THE LA PUENTE MUNICIPAL CODE TO INCLUDE ENFORCEMENT OF MANDATORY RECYCLING OF ORGANIC WASTE

Staff Recommendation: It is recommended that the City Council adopt Ordinance No. 21-976, an Ordinance of the City of La Puente amending Chapter 4.12 (Include Enforcement of Mandatory Recycling of Organic Waste) of Title 4 (Health and Sanitation) of the La Puente Municipal Code to include enforcement of mandatory recycling of organic waste that effective January 1, 2022.

D-5 SECOND READING OF AN ORDINANCE AMENDING CHAPTER 2.20 OF TITLE 2 OF THE LA PUENTE MUNICIPAL CODE TO INCLUDE PROCUREMENT REQUIREMENTS OF RECOVERED ORGANIC WASTE PRODUCTS

Staff Recommendation: It is recommended that the City Council adopt Ordinance No 21-977, an Ordinance of the City of La Puente amending Chapter 2.20 of Title 2 (Administration) of the La Puente Municipal Code to include procurement requirements of recovered organic waste products.

D-6 CONSIDERATION OF A RESOLUTION ADOPTING THE 2021 EDITION OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION

Staff Recommendation: It is recommended that the City Council adopt Resolution No. 21-5660 adopting the 2021 Edition of the Standard Specifications for Public Works Construction.

D-7 CONSIDERATION OF AMENDMENT NO. 2 TO THE FACILITIES USE AGREEMENT BETWEEN THE CITY OF LA PUENTE AND ST. JOSEPH SCHOOL

Staff Recommendation: It is recommended that the City Council: (1) approve Amendment No. 2 to the Facilities Use Agreement between the City of La Puente and St. Joseph School; and (2) authorize the City Manager to execute the Amendment on behalf of the City.

D-8 CONSIDERATION OF A STREET USE AGREEMENT BETWEEN THE CITY OF LA PUENTE AND STUDENTS RUN LA FOR A 5K/10K STRENGTH TRAINING RUN

Staff Recommendation: It is recommended that the City Council: (1) approve the Street Use Agreement between the City of La Puente and Students Run LA for a 5K/10K Strength Training Run; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 PRESENTATION OF AUGUST 2021 BUDGET REPORT

Staff Recommendation: It is recommended that the City Council receive and file this report.

E-2 DISCUSSION AND DIRECTION REGARDING PROCEDURES FOR REQUIRING PERMIT PARKING

Staff Recommendation: It is recommended that the City Council provide direction to Staff.

ADHOC COMMITTEE REPORTS

Council Members provide a report on any Ad Hoc Committee meetings that they have attended.

<u>NAME</u>	<u>MEMBERS</u>
1. Code Enforcement	Klinakis/Lewis
2. La Puente Park Master Plan and Youth Program Oversight	Munoz/Lewis
3. Comprehensive Fee Schedule	Klinakis/Quinones
4. Park Ordinance Oversight	Klinakis/Argudo
5. Public Health	Klinakis/Lewis
6. Business Outreach and Reopening	Munoz/Quinones
7. Project LEAD	Lewis/Quinones
8. Community Safety and Welfare	Argudo/Quinones
9. Homeless	Klinakis/Quinones

AB 1234 REPORTS

ORAL COMMENTS FROM COUNCIL

ORAL COMMENTS FROM STAFF

ADJOURNMENT

AVAILABILITY

Any writings or documents provided to a majority of the City Council/Successor Agency regarding any item on this agenda will be made available for public inspection at the City Clerk Department at City Hall located at 15900 E. Main Street and the Reference Desk at the Library located at 15920 E. Central during normal business hours. In addition, such writings and documents will be posted on the City's website at <http://www.lapueante.org>.

AMERICANS WITH DISABILITIES

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in a City meeting or other services offered by the City, please contact the City Clerk's Office at (626) 855-1500. Notification at least 48 hours prior to the meeting or time when services are needed will assist City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

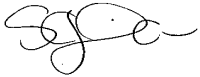
MEETING TIMES

Meetings of the City Council shall be adjourned no later than 10:30 p.m., unless a motion to supersede the 10:30 time limit to consider some or all of the remaining items listed on the Agenda, or to consider items which have been added to the Agenda in accordance with the provisions of the Ralph M. Brown Act, Government Code Section 54950, et seq., is approved by a majority of the members of the City Council. (Ordinance No. 95-727.)

CERTIFICATION

I hereby certify under penalty of perjury, under the laws of the State of California that the foregoing agenda was posted in accordance with the applicable legal requirements.

Dated this 23rd day of September, 2021.



Sheryl Garcia, MMC, CPM
City Clerk

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
CLOSED SESSION AND REGULAR MEETING OF
SEPTEMBER 14, 2021

Per *Robert's Rules of Order Newly Revised 11th Edition*, minutes are a record of the actions taken by the body. These minutes do not include a summary of the discussion but only reflect the action taken by the body. A complete audio recording of this meeting is available on the City's website www.lapueente.org.

A Closed Session and Regular Meeting of the City Council of the City of La Puente was held in the Council Chambers of City Hall, 15900 East Main Street, La Puente, California, on Tuesday, September 14, 2021, at 6:30 p.m.

6:30 P.M. CLOSED SESSION

CALL TO ORDER

Mayor Klinakis called the meeting to order at 6:30 p.m.

ROLL CALL

Members present: Klinakis, Munoz, Argudo (via teleconference), Quinones.

Members absent: Lewis.

Staff members present: City Manager Bob Lindsey, Attorney Martin Koczanowicz, City Clerk Sheryl Garcia, and Management Assistant Cece Dunlap.

ORAL COMMUNICATIONS – None.

RECESS INTO CLOSED SESSION

The City Council recessed into closed session at 6:31 p.m. to discuss the item as posted on the agenda.

CLOSED SESSION

1. Conference with Labor Negotiators (Government Code section 54957.6)
Agency Designated Representatives: Bob Lindsey, City Manager and Victor Ponto, City Attorney
Employee Organization: SEIU

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 7:05 p.m.

REPORT OUT OF CLOSED SESSION

Attorney Koczanowicz reported that no reportable action was taken.

7:00 P.M. REGULAR SESSION

CALL TO ORDER

Mayor Klinakis called the meeting to order at 7:05 p.m.

ROLL CALL

Members present: Klinakis, Munoz, Argudo (via teleconference), Quinones.

Members absent: Lewis.

Staff members present: City Manager Bob Lindsey, Attorney Martin Koczanowicz, City Clerk Sheryl Garcia, Director of Administrative Services Troy Grunklee, Director of Community Services Roxanne Lerma, and Management Assistant Cece Dunlap.

Mayor Klinakis stated for the record that Council Member Argudo participated in closed session.

PLEDGE OF ALLEGIANCE

Council Member Quinones led the Pledge of Allegiance.

PRESENTATIONS

La Puente High School's CSF co-president, Connie Martinez, gave a speech in remembrance of the September 11, 2001 World Trade Center and Pentagon attacks.

ORAL COMMUNICATIONS

Joe Bautista expressed his concerns about the management of La Puente Live in regards to the lack of communication and organization of the event, vendors moving locations without notice and licenses not being checked. He further alleged that vendors do not follow COVID-19 protocols and stated that they do not display their business permits.

Gerad Chin requested a stop sign at Allenwood and Orange Blossom to make it a 4-way stop instead of a 2-way stop. He also requested speed bumps for Lomitas Avenue to increase community safety.

Eli Tawil addressed concerns with the management and vendors of La Puente Live. He stated that all La Puente Live vendors are local La Puente residents and families. He further shared that the LA County Health Department conducted a routine inspection on June 4, 2021 which resulted in no corrective action being required. He also corresponded with an LA County Health department official and confirmed that La Puente Live is compliant with COVID-19 protocols and mandates. Lastly, he stated that La Puente Live will be donating \$20 to the City for every vendor attending the November 6th event in efforts to reinvest back into the community.

BOARDS/COMMISSION/COMMITTEE REPORTS – None

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS

A-1 READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS OF AUGUST 24, 2021, AND SEPTEMBER 1, 2021

A motion was made by Mayor Pro Tem Munoz, seconded by Council Member Argudo, to waive the reading and approve the Minutes of the City Council and Successor Agency meetings of August 24, 2021, and September 1, 2021. The motion carried by the following roll call vote:

AYES: Klinakis, Munoz, Argudo, Quinones
NOES: None
ABSTAIN: None
ABSENT: Lewis

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None

C. UNFINISHED BUSINESS OF THE CITY COUNCIL – None

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

Mayor Pro Tem Munoz pulled Items D-3 and D-4 for further discussion.

A motion was made by Mayor Pro Tem Munoz, seconded by Council Member Argudo, to approve Consent Calendar Items D-1, D-2, and D-5. The motion carried by the following roll call vote:

AYES: Klinakis, Munoz, Argudo, Quinones
NOES: None
ABSTAIN: None
ABSENT: Lewis

D-1 CONSIDERATION OF RESOLUTIONS APPROVING WARRANT REGISTER NO. 1516

Action taken: The City Council and Successor Agency adopted Resolution No. 21-5655 approving Warrant Register No. 1516.

D-2 CONSIDERATION OF A RESOLUTION DECLARING AS SURPLUS PROPERTY THREE VEHICLES IN THE CITY'S FLEET, AUTHORIZING THE SALE OF THE SURPLUS VEHICLES BY ENTERPRISE FLEET MANAGEMENT FOR THE SALE OF THE VEHICLES

Action taken: The City Council and Successor Agency: (1) adopted Resolution No. 21-5656 declaring as surplus property, three vehicles in the City's fleet, authorizing the sale of the surplus vehicles at auction; and (2) authorized the City Manager to execute the Agreements on behalf of the City.

D-3 CONSIDERATION OF A PURCHASE ORDER CONTRACT WITH INNOVATIVE PLAYGROUNDS CO. FOR THE PURCHASE AND INSTALLATION OF NEW PLAYGROUND FOR ZERO TO FIVE YEARS OLD FOR LA PUENTE PARK IN THE AMOUNT OF \$412,000

Mayor Pro Tem Munoz pulled this item for further discussion.

City Manager Lindsey introduced Innovative Playgrounds CEO and Director of Operations, Alvino and Vanessa Larios, to deliver a presentation about the proposed designs for the playground at La Puente Park. Council Member Argudo questioned if the current 5-12 age group playground was being completely renovated, and inquired about the possibility of upgrading it to be more cost efficient. City Manager Lindsey confirmed that repairs and replacements were being done to ensure better working conditions of the playground; he also stated signage was necessary for liability reasons.

A motion was made by Mayor Pro Tem Munoz, seconded by Mayor Klinakis, to: (1) approve the purchase order contract with Innovative Playgrounds Co. for the purchase and installation of a playground to be installed at La Puente Park in the amount of \$412,000; (2) authorize the City Manager to execute, on behalf of the City, all documents necessary to effectuate this action; and (3) adopt Resolution No. 21-5657 amending the adopted Capital Budget for Fiscal Year 2021/22 in the amount of \$412,000 for expenditures related to the purchase and installation of the playground at La Puente Park. The motion carried by the following roll call vote:

AYES: Klinakis, Munoz, Argudo, Quinones
NOES: None
ABSTAIN: None
ABSENT: Lewis

D-4 CONSIDERATION OF A PURCHASE ORDER CONTRACT WITH NATIONAL FITNESS CAMPAIGN LLC FOR THE PURCHASE OF A FITNESS COURT FOR LA PUENTE PARK IN THE AMOUNT OF \$138,992

Mayor Pro Tem Munoz pulled this item for further discussion.

Director of Administrative Services Grunklee gave a presentation about the installation of a fitness court at La Puente Park and provided City Council with a rendering of the project. He notified council that City staff applied for and acquired a grant for the amount of \$25,000 to offset costs of the project. Mayor Pro Tem Munoz stated that the fitness court would not be a replacement of the current fitness station, but an addition to it. Council Member Argudo inquired if there was a way to prevent graffiti on the fitness court. City Manager Lindsey stated that the wrap for the fitness court wall is coated with graffiti proof material.

A motion was made by Mayor Pro Tem Munoz, seconded by Council Member Argudo, to: (1) approve the purchase order contract with National Fitness Campaign, LLC for the purchase Fitness Court to be installed at La Puente Park in the amount of \$148,992; (2) authorize the City Manager to execute, on behalf of the City, all documents necessary to effectuate this action; and (3) adopt Resolution No. 21-5658 amending the adopted Capital Budget for Fiscal Year 2021/22 in the amount of \$148,992 for expenditures related to the purchase and installation of the Fitness Court at La Puente Park. The motion carried by the following roll call vote:

AYES: Klinakis, Munoz, Argudo, Quinones
NOES: None
ABSTAIN: None
ABSENT: Lewis

D-5 CONSIDERATION OF ACCEPTANCE OF NOTICE OF COMPLETION FOR CITYWIDE SLURRY SEAL FY 2020-21

Action taken: The City Council and Successor Agency: (1) accepted the project as complete; (2) and authorized the City Clerk to execute the Notice of completion.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 DISCUSSION AND DIRECTION REGARDING INSTALLATION OF A COVID-19 MEMORIAL BENCH AT LA PUENTE PARK (MAYOR KLINAKIS AND COUNCIL MEMBER QUINONES)

Council Member Quinones proposed installing a COVID-19 memorial bench alongside a trail at La Puente Park. He further suggested the City collaborate with Yellow Heart Memorial for the permanent memorial bench. Council Member Argudo suggested it be located at the City Hall rose garden along with other memorials present at City Hall. Mayor Klinakis and Council Member Quinones supported the idea of installing a memorial bench at both locations. The City Council directed City Manager Lindsey and City staff to bring back a conceptual drawing, as well as location suggestions for the memorial bench.

E-2 INTRODUCTION AND CONSIDERATION OF AN ORDINANCE AMENDING CHAPTER 4.12 OF TITLE 4 OF THE LA PUENTE MUNICIPAL CODE TO INCLUDE ENFORCEMENT OF MANDATORY RECYCLING OF ORGANIC WASTE

Director of Administrative Services Grunklee gave a presentation regarding the mandatory Organic Waste Ordinance. Mayor Klinakis expressed concern of the new law and stated that the City should assist businesses in understanding and complying with the requirements. City Manager Lindsey proposed researching the fiscal impact each business may experience to better assist them with meeting those requirements.

A motion was made by Mayor Pro Tem Munoz, seconded by Council Member Quinones, to: (1) waive reading of Ordinance No. 21-976 and read by title only; (2) and introduce Ordinance No. 21-976, an Ordinance of the City of La Puente amending Chapter 4.12 (Include Enforcement of Mandatory Recycling of Organic Waste) of Title 4 (Health and Sanitation) of the La Puente Municipal Code to include enforcement of mandatory recycling of organic waste that effective January 1, 2022. The motion carried by the following roll call vote:

AYES: Klinakis, Munoz, Argudo, Quinones
NOES: None
ABSTAIN: None
ABSENT: Lewis

E-3 INTRODUCTION AND CONSIDERATION OF AN ORDINANCE AMENDING CHAPTER 2.20 OF TITLE 2 OF THE LA PUENTE MUNICIPAL CODE TO INCLUDE PROCUREMENT REQUIREMENTS OF RECOVERED ORGANIC WASTE PRODUCTS

A motion was made by Mayor Pro Tem Munoz, seconded by Council Member Argudo, to: (1) waive reading of Ordinance No. 21-977 and read by title only; (2) and introduce Ordinance No. 21-977, an Ordinance of the City of La Puente amending Chapter 2.20 of Title 2 (Administration) of the La Puente Municipal Code to include procurement requirements of recovered organic waste products. The motion carried by following roll call vote:

AYES: Klinakis, Munoz, Argudo, Quinones
NOES: None
ABSTAIN: None
ABSENT: Lewis

E-4 PRESENTATION REGARDING A REVIEW OF COMMUNITY SERVICES DEPARTMENT EVENTS AND PROGRAMS MODIFIED TO MEET STATE AND COUNTY MANDATES IN RESPONSE TO THE COVID-19 PANDEMIC

Director of Community Services Lerma presented the City Council with an update on modifications of recreational programs and community events to follow COVID-19 protocols and guidance's.

E-5 PRESENTATION REGARDING AN UPDATE OF THE LA PUENTE COMMUNITY FOUNDATION

Community Engagement Supervisor Hernandez introduced La Puente Community Foundation Chairperson, Samantha Marquez. He further provided an update on the development of the Community Foundation and notified the City Council of the La Puente Park Snack Bar opening. Director of Administrative Services Grunklee noted his responsibility for the taxes and financials of the foundation. Mayor Pro Tem Munoz made a request that City staff look into planting a walnut tree at the La Puente City Park.

AD HOC COMMITTEE REPORTS

Code Enforcement: Nothing to report.

La Puente Park Master Plan and Youth Program Oversight: Mayor Pro Tem Munoz announced a meeting would take place next week for an overview assessment on final and pending projects. She also reported meeting with City Staff to discuss Items D-3 and D-4.

Comprehensive Fee Schedule: Nothing to report.

Park Ordinance Oversight: Mayor Klinakis reported meeting with Council Member Argudo and Director of Community Services Lerma to alter a few rules.

Public Health: Nothing to report.

Business Outreach and Reopening: Nothing to report.

Project LEAD: Nothing to report.

Community Safety and Welfare: Nothing to report.

Mayor Klinakis formed a Homeless ad hoc committee where he appointed himself and Council Member Quinones as the committee members.

AB 1234 REPORTS – None

ORAL COMMENTS FROM COUNCIL

Mayor Klinakis noted that Council Member Argudo was not in physical attendance at the Council meeting. He encouraged community, Council Members, and staff to continue protecting themselves from the COVID-19 virus by taking necessary precautions. Furthermore, he thanked staff for the grand opening of games over the weekend.

ORAL COMMENTS FROM STAFF

City Manager Lindsey expressed his appreciation for the direction council members provided. He further mentioned that the construction of the soccer field would begin in October and the curbing would commence this coming week. He encouraged council members and staff to see the work being done at La Puente Park. He also thanked La Puente Live vendors for addressing concerns at the council meeting.

Mayor Pro Tem Munoz stated that fencing between the skate park and basketball courts would be going up soon. She further noted that foundation for the maintenance road has begun and the Rivers and Mountains Conservancy (RMC) grant is scheduled for consideration at the end of the month.

Council Member Argudo requested the meeting be adjourned in memory of Stephen A. Solis.

ADJOURNMENT

There being no further business before the City Council, Mayor Klinakis adjourned the meeting in memory of Stephen A. Solis at 9:10 p.m.

Approved this 28th day of September, 2021.

Sheryl Garcia
City Clerk

Charlie Klinakis
Mayor/Chair

RESOLUTION NO. 21-5659

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE ALLOWING CERTAIN CLAIMS AND
DEMANDS IN THE AMOUNT \$409,396.95 (WARRANT
REGISTER 1517)**

THE CITY COUNCIL OF THE CITY OF LA PUENTE DOES HEREBY RESOLVE,
DETERMINE AND ORDER AS FOLLOWS:

SECTION 1: That in accordance with Section 37202 of the Government Code, the Director of Administrative Services, or designated representative, hereby certifies, and the City Manager hereby approves the accuracy of the following demands and the availability of funds for payment thereof.

APPROVED

EXAMINED

Bob Lindsey, City Manager

Troy Grunklee, CPA
Director of Administrative Services

SECTION 2: That the following claims and demands numbered 6144 through 6238 ACH(s) numbered 274 through 282, and Draft numbered 01373 through 01382 except for voided warrant 6170 have been audited as required by law and the same are hereby allowed in the amounts hereinafter set forth on the attached check registers.

CERTIFIED, PURSUANT TO GOVERNMENT CODE, SECTION 37208, AS CONFORMING TO ADOPTED BUDGET, EXCEPT WARRANT NOS: NONE

Sheryl Garcia, City Clerk

PASSED, APPROVED AND ADOPTED this 28th day of September 2021, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk



City of La Puente

Check Register Report

By Payment Number

Payment Dates 9/7/2021 - 9/17/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
274	9/10/2021	ALTALANG	ALTA LANGUAGE SERVICES, INC.		858.75
	IN546722	08/24 SPANISH REMOTE INTERPRETATION		100-1120-53111	858.75
275	9/10/2021	ENTFMT	ENTERPRISE FM TRUST		6,389.66
	FBN4282404	09/21 MONTHLY-MTCE FEES		555-3150-53812	1,715.77
	FBN4282404	09/21 MONTHLY LEASE FEES		555-3150-53912	4,673.89
276	9/16/2021	SEIU	COPE FUND		10.00
	INV0006165	COPE FUND CONTRIBUTION		100-20380	2.08
	INV0006165	COPE FUND CONTRIBUTION		260-20380	2.92
	INV0006225	COPE FUND CONTRIBUTION		100-20380	2.62
	INV0006225	COPE FUND CONTRIBUTION		260-20380	2.38
277	9/16/2021	SEIU	SEIU - LOCAL 721		953.65
	INV0006164	EMPLOYEE DUES		100-20380	307.74
	INV0006164	EMPLOYEE DUES		200-20380	24.44
	INV0006164	EMPLOYEE DUES		203-20380	22.36
	INV0006164	EMPLOYEE DUES		205-20380	20.98
	INV0006164	EMPLOYEE DUES		210-20380	37.51
	INV0006164	EMPLOYEE DUES		215-20380	3.74
	INV0006164	EMPLOYEE DUES		260-20380	26.88
	INV0006164	EMPLOYEE DUES		285-20380	16.42
	INV0006224	EMPLOYEE DUES		100-20380	330.99
	INV0006224	EMPLOYEE DUES		200-20380	21.30
	INV0006224	EMPLOYEE DUES		203-20380	16.36
	INV0006224	EMPLOYEE DUES		205-20380	16.36
	INV0006224	EMPLOYEE DUES		210-20380	35.17
	INV0006224	EMPLOYEE DUES		215-20380	3.97
	INV0006224	EMPLOYEE DUES		260-20380	55.77
	INV0006224	EMPLOYEE DUES		285-20380	13.66
278	9/17/2021	ALTALANG	ALTA LANGUAGE SERVICES, INC.		1,987.50
	IN534408	06/21 SPANISH REMOTE INTERPRETATION		100-1120-53111	810.00
	IN536324	06/22 SPANISH REMOTE INTERPRETATION		100-1120-53111	588.75
	IN541854	07/27 SPANISH REMOTE INTERPRETATION		100-1120-53111	588.75
279	9/17/2021	DANCAL	DANIEL CALDERON		82.11
	INV0006239	BOOT REIM - CALDERON		100-3330-53015	82.11
280	9/17/2021	LANWEST	LANDSCAPE WEST MANAGEMENT SERVICES INC		18,135.82
	10028	08/21 SR CENTER LANDSCAPE SVC		100-4130-53814	168.48
	10028	08/21 MEDIAN LANDSCAPE SVC		200-3120-53814	5,408.74
	10028	08/21 CH LANDSCAPE SVC		285-3330-53814	2,080.69
	10040	OLD VALLEY/OLEANDER TRIMMING		200-3120-53814	2,820.00
	9987	07/21 SR CENTER LANDSCAPE SVC		100-4130-53814	168.48
	9987	07/21 MEDIAN LANDSCAPE SVC		200-3120-53814	5,408.74
	9987	07/21 CH LANDSCAPE SVC		285-3330-53814	2,080.69
281	9/17/2021	STEOVE	STEVE OVERSTREET		258.33
	INV0006249	NEWTWORK CABLE REIM-OVERSTREET		550-6100-53018	258.33
282	9/17/2021	TANKO	TANKO LIGHTING		1,620.00
	66892	08/21 STREET LIGHT MTCE		285-3330-53111	1,620.00
6144	9/10/2021	DELALMA	ALMA DELIAS CATERING FOOD SERVICES		5,000.00
	INV0006210	2021-04 BUSINESS GRANT		263-3320-53981	5,000.00

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6145	9/10/2021 17WF-J31D-RTCN 1JR3-QJ1M-1MMP	AMABUS PEG ACCESSORIES PEG-ACCESSORIES	AMAZON CAPITAL SERVICES INC	275-1125-53998 275-1125-53998	7,560.85 2,177.51 5,383.34
6146	9/10/2021 INV0006208	ASCA FY 21/22 LICENSE FEE	ASCAP	100-4140-53979	369.00 369.00
6147	9/10/2021 000016954813	ATT 07/28-08/27 PHONE-SR CTR 911 LN	AT&T	100-4130-53715	64.82 64.82
6148	9/10/2021 1950	BLAWAT 08-09/21 CITY SECURITY SVC	BLACKWATER SECURITY	100-2110-53111	11,083.33 11,083.33
6149	9/10/2021 INV0006211	BZFRUIT 2021-05 BUSINESS GRANT	BZ FRUITS & JUICES INC.	263-3320-53981	5,000.00 5,000.00
6150	9/10/2021 5016527267	CBEEQU 09/11-10/10 FACILITY COPIER LEASE	CELL BUSINESS EQUIPMENT	100-1150-53911	1,046.41 1,046.41
6151	9/10/2021 82094480	CORLOG 08/21 PROPERTY DATA SVC	CORELOGIC SOLUTIONS, LLC	100-3320-53111	100.00 100.00
6152	9/10/2021 INV0006193 INV0006195 INV0006196 INV0006197 INV0006198	EDISON 08/01-31 ELEC-VARIOUS 08/01-31 ELEC-ST LIGHTS LS-2B 08/01-31 ELEC-1744 ST LIGHT LS-1/OPTION E 08/03-31 ELEC-15250 TEMPLE 08/03-31 ELEC-14951 NELSON	EDISON CO	200-3120-53713 285-3330-53712 285-3330-53712 200-3120-53713 200-3120-53713	28,809.18 14,578.81 2,999.76 11,061.80 80.62 88.19
6153	9/10/2021 3744	FRAEXO SIGNS TEEN VOICE	FRANCISCO'S EXOTIC DECO INC.	100-4110-53011	32.85 32.85
6154	9/10/2021 1061241 1061242 1344459 2021493 3271044 4271804 4271805 5273789 5273856 5312891 5900318 6010651 60564 6344417 6900226 7271613 7273558 8900749 9900692	HMEDEP GRAFFITI SUPPLIES MTCE TOOLS 40X10 SCHEDULE 2 POWER CORD KIT/BASKETS CC-SUPPLIES LP PARK PLANTS LP PARK PLANTS LP PARK PLANTS LP PARK PLANTS LP PARK PLANTS TOOL RENTAL-LP PARK LP PARK PLANTS LP PARK ELECTRICAL SUPPLIES LP PARK PLANTS TOOL RENTAL-LP PARK MTC-TOOLS LP PARK PLANTS RENTAL CHARGE TOOL RENTAL-LP PARK	HOME DEPOT CRC	200-3120-53016 100-3100-53012 285-3330-53822 285-3330-53813 285-3330-53813 285-3330-53822 285-3330-53822 285-3330-53822 285-3330-53822 285-3330-53822 285-3330-53822 285-3330-53822 285-3330-53822 285-3330-53822 285-3330-53822 100-3100-53012 285-3330-53822 285-3330-53822 285-3330-53822	5,270.99 350.88 125.17 791.90 193.67 178.33 194.06 175.02 233.89 181.42 183.05 74.10 234.85 1,441.07 261.51 150.00 164.47 203.14 -15.54 150.00
6155	9/10/2021 INV0006206 INV0006207	JOSREY 08/09-20 SHOPPING CART MILEAGE REIM-REYES 08/23-09/07 SHOPPING CART MILEAGE REIM-REYES	JOSE REYES	555-3150-53014 555-3150-53014	645.68 291.76 353.92
6156	9/10/2021 1483 1487	KSKFAC 08/21 SR CTR JANITORIAL 09/21 YLAC/COMM JANITORIAL SVCS	KSK FACILITIES	100-4130-53813 285-3330-53813	2,600.00 565.00 2,035.00
6157	9/10/2021 INV0006209	KUMIX 2021-03 BUSINESS GRANT	KUMIX INC.	263-3320-53981	5,000.00 5,000.00

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6158	9/10/2021	LPVCWD	LA PUENTE VALLEY CO WATER		4,058.63
	INV0006185	09/17-08/18 WTR-COMM		100-4100-53714	454.16
	INV0006185	09/17-08/18 WTR-YLAC		100-4110-53714	454.15
	INV0006200	06/17-08/18 WTR-VALLEY-CENTRAL		200-3120-53714	1,343.82
	INV0006201	06/17-08/18 WTR-GLENDORA PARK		285-3330-53714	890.67
	INV0006202	06/17-08/18 WTR-NELSON		200-3120-53714	339.48
	INV0006203	06/17-08/18 WTR-OL VALLEY		200-3120-53714	180.47
	INV0006204	06/17-08/18 WTR-ABBAY-CENTRAL		200-3120-53714	350.07
	INV0006205	06/17-08/18 WTR-MAIN/LEVERETTE		200-3120-53714	45.81
6159	9/10/2021	LIEBE	LIEBERT CASSIDY WHITMORE		4,270.50
	203556	LCW CONSORTIUM MEMBERSHIP		100-1135-53971	4,270.50
6160	9/10/2021	OMLO	OLIVAREZ MADRUGA LEMIEUX O'NEILL, LLP		42,405.72
	16070	07/21 LEGAL-HUMAN RESOURCES		100-1110-53114	2,533.00
	16071	07/21 LEGAL-ADMINISTRATION		100-1110-53114	2,447.00
	16072	07/21 LEGAL-CITY CLERK		100-1110-53114	1,428.00
	16073	07/21 LEGAL-CITY MANAGER		100-1110-53114	1,954.00
	16074	07/21 LEGAL-FINANCE		100-1110-53114	100.00
	16075	07/21 LEGAL-PUBLIC WORKS		100-1110-53114	1,162.00
	16076	07/21 LEGAL-LEWIS VS. CITY OF LA PUENTE		100-1110-53114	3,781.00
	16077	07/21 LEGAL-GENERAL		100-1110-53114	7,849.72
	16078	07/21 LEGAL-CITY COUNCIL		100-1110-53114	13,411.00
	16079	07/21 LEGAL-PARK AND RECREATION		100-1110-53114	4,992.00
	16080	07/21 LEGAL-CODE ENFORCEMENT		100-1110-53114	1,508.00
	16081	07/21 LEGAL-COMMUNITY FOUNDATION		100-1110-53114	1,240.00
6161	9/10/2021	QUAD	QUADIENT		469.86
	N9022112	09/30-12/30 CH POSTAGE MACHINE LEASE		100-1150-53911	469.86
6162	9/10/2021	QUAD	QUADIENT		3,000.00
	LAPUENTE31218389	CH POSTAGE		100-1150-53211	3,000.00
6163	9/10/2021	QUESTYS	QUESTYS SOLUTIONS		1,885.98
	QSIMN000164	11/21-10/22 ANNUAL SOFTWARE MTCE		100-1120-53111	1,885.98
6164	9/10/2021	SGVGOV	SAN GABRIEL VALLEY - COG		5,000.00
	VMT-MITFEE-11	VEHICLE MILES TRAVELED		200-3120-53111	5,000.00
6165	9/10/2021	SMART	SMART & FINAL		127.98
	224800	CC/YLAC CLEANING SUPPLIES		100-4110-53012	127.98
6166	9/10/2021	TCFNAT	THE HUNTINGTON NATIONAL BANK		1,512.00
	7250723	TORO REELMASTER LEASE PYMT		285-3330-53911	1,512.00
6167	9/10/2021	TMOBILE	T-MOBILE		1,053.37
	INV0006182	07/21-08/20 PHONE-MTCE WIRELESS		100-3100-53715	587.60
	INV0006183	07/21-08/20 PHONE-PUBLIC SAFETY WIRELESS		100-2100-53715	199.08
	INV0006183	07/21-08/20 PHONE-PUBLIC SAFETY WIRELESS		100-2110-53715	28.44
	INV0006184	07/21-08/20 PHONE-CE WIRELESS		100-2110-53715	238.25
6168	9/10/2021	ULINE	ULINE		1,490.30
	137880249	BLACK TRASH CANS - LP PARK (13)		100-3330-53822	745.15
	137984446	BLACK TRASH CANS - LP PARK (13)		100-3330-53822	745.15
6169	9/10/2021	CALCARD	US Bank CalCard		10,539.19
	INV0006186	LUNCH MTG		100-1110-53972	24.05
	INV0006186	LUNCH PARK MTG		100-1110-53972	29.00
	INV0006186	MTG-CE LUNCH		100-1110-53972	165.15
	INV0006186	MTG-CE LUNCH		100-1110-53972	120.85
	INV0006186	NOTARY & INSURANCE		100-1110-53976	33.00
	INV0006186	BACKGROUND SVC		100-1135-53406	16.95
	INV0006186	ADOBE SOFTWARE		100-2130-53011	29.98

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	INV0006186	VESTA AT & T		100-2130-53011	40.57
	INV0006186	FUEL		555-3150-53014	69.46
	INV0006186	FUEL		555-3150-53014	75.00
	INV0006186	FUEL		555-3150-53014	100.00
	INV0006186	FUEL		555-3150-53014	100.00
	INV0006186	FUEL		555-3150-53014	100.00
	INV0006186	FUEL		555-3150-53014	100.00
	INV0006186	CARWASH		555-3150-53812	39.99
	INV0006188	LUCN-CITY COUNCIL MTG		100-1100-53976	97.19
	INV0006188	LUNCH-CITY COUNCIL MTG		100-1100-53976	70.36
	INV0006188	IIMC MEMBERSHIP-AGUIRRE		100-1120-53971	115.00
	INV0006188	GO TO WEBINAR LITE		550-6100-53017	63.00
	INV0006188	GO TO WEBINAR LITE		550-6100-53017	63.00
	INV0006189	PAINT SPRAYER		100-3330-53012	3,489.00
	INV0006189	PALLET JACK		100-3330-53012	644.98
	INV0006189	TRACTOR BOLTS		555-3150-53812	67.43
	INV0006190	OFFICE SUPPLIES		100-2110-53012	615.96
	INV0006190	OFFICE SUPPLIES		100-4100-53011	57.18
	INV0006190	OFFICE SUPPLIES		100-4100-53011	68.72
	INV0006190	REFUND-OFFICE SUPPLIES		100-4100-53011	-86.22
	INV0006190	CANVA		100-4100-53011	43.35
	INV0006190	OFFICE CHAIR		100-4100-53012	128.98
	INV0006190	CLEANING SUPPLIES		100-4100-53012	168.27
	INV0006190	TINY TOT SUPPLIES		100-4100-53012	66.20
	INV0006190	CC-SUPPLIES		100-4100-53012	14.06
	INV0006190	OFFICE CHAIRS		100-4100-53012	367.38
	INV0006190	TINY TOT SUPPLIES		100-4100-53012	120.15
	INV0006190	OFFICE SUPPLIES		100-4100-53012	248.40
	INV0006190	SUPPLIES		100-4100-53972	4.06
	INV0006190	SUPPLIES-LP LIVE		100-4110-53011	42.67
	INV0006190	SUPPLIES-LP LIVE		100-4110-53011	37.50
	INV0006190	SUPPLIES		100-4110-53012	29.80
	INV0006190	OFFICE CHAIR		100-4130-53012	257.96
	INV0006190	ZOOM SUBSCRIPTION		550-6100-53017	14.99
	INV0006190	SUPPLIES-TEEN VOICE		600-20250	56.92
	INV0006190	LUNCH MTG-TEEN VOICE		600-20250	29.69
	INV0006191	LP FOUNDATION LUNCHEON		100-1110-53976	65.30
	INV0006191	FY 21/22 CMTA FEES		100-1130-53971	95.00
	INV0006191	RECRUITMENT PANEL LUNCH		100-1135-53976	89.50
	INV0006191	VESTA AT & T		100-2130-53011	40.57
	INV0006191	VESTA AT & T		100-2130-53011	40.57
	INV0006191	VESTA AT & T		100-2130-53111	40.57
	INV0006191	BATTING CAGE VINYL BACKSTOPS		100-3330-53822	323.24
	INV0006191	DUGOUT COVER-BROWN		100-3330-53822	264.04
	INV0006191	ADOBE CREATINVE		550-6100-53017	18.41
	INV0006191	DROPBOX SUBSCRIPTION		550-6100-53017	199.00
	INV0006191	ADOBE SUBSCRIPTION RENEWAL		550-6100-53017	599.88
	INV0006191	IT SUPPLIES		550-6100-53017	60.19
	INV0006191	2YR WEB NAME RENEWAL		550-6100-53017	119.98
	INV0006191	REFUND-ADOBE SUBSCRIPTION RENEWAL		550-6100-53017	-599.88
	INV0006191	SPLASHTOP YERALY RENEWAL		550-6100-53017	980.10
	INV0006191	IT SUPPLIES		550-6100-53018	229.88
	INV0006191	IT SUPPLIES		550-6100-53018	32.86
6171	9/10/2021	VOLDEF	VOLUNTEERS IN DEFENSE OF ANIMALS		3,129.00
	INV0006192	07/21 ANIMAL SHELTER SVC		100-2130-53111	3,129.00
6172	9/10/2021	WILFIN	WILLDAN FINANCIAL SERVICES		2,500.00
	010-48837	SEWER BOND ARBITRAGE		500-3210-53111	2,500.00

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6173	9/16/2021	STADIS	CALIFORNIA STATE DISBURSEMENT UNIT		453.91
	INV0006214	CHILD SUPPORT		100-20399	197.50
	INV0006214	CHILD SUPPORT		260-20399	256.41
6174	9/16/2021	NATRS	NATIONWIDE RETIREMENT		120.00
	INV0006218	Employee Contribution		100-20340	114.25
	INV0006218	Employee Contribution		200-20340	1.15
	INV0006218	Employee Contribution		203-20340	1.15
	INV0006218	Employee Contribution		205-20340	1.15
	INV0006218	Employee Contribution		210-20340	1.15
	INV0006218	Employee Contribution		215-20340	1.15
6175	9/16/2021	FTB	STATE OF CALIFORNIA FRANCHISE TAX BOARD		100.00
	INV0006215	PR WITHOLDING ORDER		100-20399	100.00
6176	9/16/2021	USBANK	U.S BANK PARS ACCT# 6746022400		4,561.18
	INV0006222	PARS RETIREMENT		100-20340	2,892.89
	INV0006222	PARS RETIREMENT		200-20340	262.85
	INV0006222	PARS RETIREMENT		203-20340	114.68
	INV0006222	PARS RETIREMENT		205-20340	98.84
	INV0006222	PARS RETIREMENT		260-20340	676.46
	INV0006222	PARS RETIREMENT		263-20340	100.85
	INV0006222	PARS RETIREMENT		285-20340	414.61
6177	9/17/2021	AGRTUR	AGRI-TURF DISTRIBUTING, LLC		4,308.11
	68209	TURF FERTILIZER		285-3330-53822	3,961.62
	68210	HERBICIDE		285-3330-53822	346.49
6178	9/17/2021	CHALB	ALBERTO CHAVEZ		37.00
	INV0006230	LIVSCAN EXAM - CHAVEZ		100-1135-53406	37.00
6179	9/17/2021	AMABUS	AMAZON CAPITAL SERVICES INC		1,932.55
	1337-9GW3-4FYN	DOWNTOWN TREE LIGHTS		200-3120-53012	461.80
	1PQH-KGF6-7Q43	VIDEO CAMERAS (4)		275-1125-53998	1,320.40
	1T47-7HR7-94FC	MEASURING TAPE		100-3100-53012	85.46
	1TVW-TGWK-HQ7J	HP INK FOR PRINTER		100-1150-53011	64.89
6180	9/17/2021	ATT	AT&T		599.67
	000016954812	07/28-08/27 PHONE - PRIMARY RATE ISDN		100-1150-53715	166.16
	000016954814	07/28-08/27 PHONE - MTCE YARD ALARM		285-3330-53715	21.62
	000016954815	07/28-08/27 PHONE - FAX LINE CH		100-1150-53715	110.12
	000016954816	07/28-08/27 PHONE - CITY HALL LINE		100-1150-53715	301.77
6181	9/17/2021	AZ DESIGN	AZ DESIGN		373.08
	INV0006240	MTCE DEPT-T SHIRTS		100-3330-53015	373.08
6182	9/17/2021	B2PRIN	B2 PRINT		685.20
	0010652	LABELS FOR ADMIN CITY MAILINGS		100-2110-53411	182.00
	0010653	PARKING WARNING BOOKS		100-2110-53411	503.20
6183	9/17/2021	BLEBAR	BARNEY'S BLENDS, INC.		1,697.25
	3591	INFIELD MIX		285-3330-53822	1,389.25
	3593	INFIELD MIX		285-3330-53822	308.00
6184	9/17/2021	CFTPAI	CFTC PAINTING		5,696.50
	01	ADRESS NUMBERS-PAINTED CURBS		200-3120-53817	5,696.50
6185	9/17/2021	CONCEN	CONCENTRA		530.00
	72540450	08/21 PRE EMPLOYMENT EXAM		100-1135-53406	318.00
	72616810	09/21 PRE EMPLOYMENT EXAM		100-1135-53406	212.00
6186	9/17/2021	CED	CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC		1,618.68
	3301-1003567	ELECTRICAL SUPPLIES		285-3330-53822	1,618.68

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6187	9/17/2021 INV0006252	ARGDAV LUNCH MTG REIM-ARGUDO	DAVID ARGUDO	100-1110-53972	25.55 25.55
6188	9/17/2021 DCCLD-2021R1	DELCOM 2021 SUMMER NUTRITION PROGRAM STAFF-DELHAVEN	DELHAVEN COMMUNITY CENTER	100-4100-53112	9,540.00 9,540.00
6189	9/17/2021 532245	DEPTJ 08/21 FINGERPRINT SVC (7)	DEPT OF JUSTICE-BUREAU	100-1135-53406	224.00 224.00
6190	9/17/2021 58H2101-IN	EMPAME 08/21 BUS SHELTER MTCE	EMPLOY AMERICA	210-3130-53816	3,640.00 3,640.00
6191	9/17/2021 15021791 15065892 15066058 15093266 15129041	EWIIRR IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES LP PARK FOOTBALL-IRRIGATION SUPPLIES IRRIGATION SUPPLIES	EWING IRRIGATION PRODUCTS INC.	285-3330-53822 285-3330-53822 285-3330-53822 285-3330-53822 285-3330-53822	5,585.67 727.55 2,673.68 1,752.30 165.09 267.05
6192	9/17/2021 INV0006248	EXTOFF 08-09/21 PHONE SVC	EXTENDED OFFICE SOLUTIONS INC	100-1150-53715	1,784.47 1,784.47
6193	9/17/2021 45093	FRANKL CC A/C MTCE	FRANKLIN AIR CONDITIONING &	285-3330-53813	371.00 371.00
6194	9/17/2021 INV0006242	FRUTA 2021-13 BUSINESS GRANT	FRUTA MANIA	263-3320-53981	5,000.00 5,000.00
6195	9/17/2021 10653790	GARDA 09/21 ARMORED TRANS SVC	GARDAWORLD	100-1130-53111	405.28 405.28
6196	9/17/2021 299636 299645	GORM LP PARK JANITORIAL SUPPLIES LP PARK JANITORIAL SUPPLIES	GORM INC	285-3330-53813 285-3330-53813	1,956.06 1,012.37 943.69
6197	9/17/2021 2398 2412 2434 2440	HACLWN MTCE TOOLS EQUIPMENT OIL MTCE TOOLS MTCE TOOLS	HACIENDA LAWNMOWER SHOP	100-3330-53011 100-3330-53011 100-3330-53012 100-3330-53012	256.76 8.00 16.44 137.83 94.49
6198	9/17/2021 235371	HADDIC TRAILER	HADDICK'S TOWING & TRANSPORT INC	555-3150-53812	427.00 427.00
6199	9/17/2021 SIN011149	HDLASS 1ST QTR - SALES TAX	HINDERLITER DE LLAMAS & ASSOCIATES	100-1130-53111	1,820.84 1,820.84
6200	9/17/2021 60221	INHOFA GRAFFITI COMPRESSOR PARTS	INDUSTRY HOSES & FASTNERS	200-3120-53012	85.34 85.34
6201	9/17/2021 110789 110791 110971 111042	JCLBAR TRAFFIC PAINT TRAFFIC SIGNS MTCE TOOLS TRAFFIC SIGNS	JCL TRAFFIC	200-3120-53821 200-3120-53821 200-3120-53012 200-3120-53821	3,248.93 987.84 584.49 926.90 749.70
6202	9/17/2021 INV0006236	DELAJ LIVESCAN EXAM - DE LA CRUZ	JESUS DE LA CRUZ	100-1135-53406	35.00 35.00
6203	9/17/2021 INV0006234	BENKE LIVESCAN EXAM - BENCOMO	KENDRICK BENCOMO	100-1135-53406	35.00 35.00
6204	9/17/2021 INV0006250	KKUTS 2021-36 BUSINESS GRANT	KRISTAL KUTS	263-3320-53981	5,000.00 5,000.00

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Payment Dates: 9/7/2021 - 9/17/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
6205	9/17/2021 1486	KSKFAC CH JANITORIAL SVC	KSK FACILITIES	100-1150-53813	1,606.00 1,606.00
6206	9/17/2021 INV0006247	LAPTAX 2021-01 BUSINESS GRANT	LA PUENTE TAX SERVICE	263-3320-53981	5,000.00 5,000.00
6207	9/17/2021 INV0006235	JOLAW LIVESCAN EXAM - JONATHAN	LAWRENCE JONATHAN	100-1135-53406	37.00 37.00
6208	9/17/2021 INV0006237	OLMAT LIVESCAN EXAM - OLIVAREZ	MATHEW OLIVAREZ	100-1135-53406	35.00 35.00
6209	9/17/2021	MERRIT	MERRITTS HARDWARE		1,163.46
	124160	GRAFFITI REMOVAL SUPPLIES		200-3120-53016	84.66
	124173	GRAFFITI REMOVAL SUPPLIES		200-3120-53016	23.93
	124186	CODE ENF SUPPLIES		100-2110-53012	14.93
	124220	LP PARK SUPPLIES		285-3330-53822	19.32
	124251	LP MAINT SUPPLIES		100-3330-53822	2.01
	124290	STREET SIGNS		200-3120-53821	7.69
	124293	MTCE SUPPLIES		100-3100-53012	42.39
	124295	CREDIT		100-3100-53012	-23.73
	124315	GRAFFITI SUPPLIES		200-3120-53016	43.46
	124351	MTCE SUPPLIES		285-3330-53822	46.53
	124357	CH IRRIGATION		100-1150-53814	58.92
	124370	GRAFFITI SUPPLIES		200-3120-53016	52.48
	124400	MTCE SUPPLIES		100-2100-53012	4.39
	124406	MTCE SUPPLIES		100-2130-53011	4.95
	124422	PARACORDS 550LBS		100-3100-53012	6.59
	124430	VALVE REPAIR SLOAN		285-3330-53822	27.49
	124452	MTCE-PADLOCKS/KEY HOLDER		100-3100-53012	24.70
	124456	GRAFFITI SUPPLIES		200-3120-53016	69.62
	124461	LP LIVE LIGHTS		100-4110-53012	93.48
	124473	GRAFFITI SUPPLIES		200-3120-53016	20.54
	124493	GRAFFITI SUPPLIES		200-3120-53016	19.77
	124499	MTCE SUPPLIES		100-3330-53822	123.60
	124517	GYM OFFICE SUPPLIES		100-4110-53012	207.52
	124541	MTCE-JANITORIAL SUPPLIES		100-3330-53012	32.98
	124549	SINGLE CUT KEY		100-1150-53012	1.65
	124556	GRAFFITI SUPPLIES		200-3120-53016	43.47
	124568	MTCE SUPPLIES		100-3330-53012	18.80
	124586	MTCE-BATTERIES		100-3330-53011	16.49
	124596	YLAC-FLUSHOMETER UNRINAL KIT		285-3330-53813	24.19
	124619	GRAFFITI SUPPLIES		200-3120-53016	50.64
6210	9/17/2021 6251988	NATCON 08/23-09/19 LP PARK TEMP FENCING	NATIONAL CONSTRUCTION RENTALS	100-3330-53822	228.00 228.00
6211	9/17/2021 INV0006245	ONEHOU 2021-06 BUSINESS GRANT	ONE HOUR TAXES	263-3320-53981	5,000.00 5,000.00
6212	9/17/2021 3607-250644	OREILLY VEH MTCE PARTS	O'REILLY AUTO PARTS	555-3150-53812	33.51 33.51
6213	9/17/2021 INV805213	PIOMAN LP PARK SUPPLIES	PIONEER MANUFACTURING COMPANY	285-3330-53822	1,676.76 1,676.76
6214	9/17/2021 52505442	PRUDOV 08/25 CH MAT RENTAL	PRUDENTIAL OVERALL SUPPLY	100-1150-53813	73.56 73.56
6215	9/17/2021	QUINMO	QUINTIN'S MOBIL		143.00
	1010469	FUEL - CODE ENF		555-3150-53014	39.86
	1010659	FUEL - CODE ENF		555-3150-53014	29.73
	1011975	FUEL - CODE ENF		555-3150-53014	23.40

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	1012820	FUEL - CODE ENF		555-3150-53014	50.01
6216	9/17/2021 34521	RJM LANDSCAPE & IRRIGATION IMPROVEMENTS	RJM DESIGN GROUP	285-3330-53111	1,513.00 1,513.00
6217	9/17/2021 INV0006229	FRROB LIVSCAN EXAM - FRANCO	ROBERT FRANCO	100-1135-53406	37.00 37.00
6218	9/17/2021 2147-01-721B	RRMDES LP HOUSING ELEMENT UPDATE 5TH/6TH CYCLE	RRM DESIGN	100-3300-53111	1,516.50 1,516.50
6219	9/17/2021 51791	SAFSIG LP PARK SIGNS (23)	SAFEWAY SIGN CO	285-3330-53822	3,045.90 3,045.90
6220	9/17/2021 0011485190	SGVT AD - PH MINOR USE PERMIT	SAN GABRIEL VLY NEWSPAPER	100-3300-53411	464.00 464.00
6221	9/17/2021 INV0006233	GASER LIVSCAN EXAM - GARCIA	SERGIO ALEXANDER GARCIA	100-1135-53406	37.00 37.00
6222	9/17/2021 111778747-001 111875979-001 111931908-001 111968297-001 111968297-002 112044506-001 112068744-001 112088465-001 112091618-001 112230429-001 112241963-001 112277432-001 112304014-001 112304121-001 112354233-001 112470380-001 112484386-001 112527274-001	SITEON IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES	SITEONE LANDSCAPE SUPPLY, LLC	285-3330-53822 285-3330-53822 285-3330-53822 285-3330-53822 285-3330-53822 285-3330-53822 285-3330-53822 285-3330-53822 285-3330-53822 285-3330-53822 285-3330-53822 285-3330-53822 285-3330-53822 285-3330-53822 285-3330-53822 285-3330-53822 285-3330-53822 285-3330-53822	13,473.90 44.87 425.00 2,666.18 2,372.10 304.57 355.88 1,234.29 153.51 78.07 284.61 1,198.34 795.57 134.63 148.70 199.53 2,569.13 421.04 87.88
6223	9/17/2021 440999	SMART CH SUPPLIES	SMART & FINAL	100-1150-53011	37.58 37.58
6224	9/17/2021 INV0006244	SMIZON 2021-12 BUSINESS GRANT	SMILE ZONE DENTAL	263-3320-53981	5,000.00 5,000.00
6225	9/17/2021 INV0006238	SGATE 08/21 TNR SVCS	SOUTH GATE CATS	100-2130-53111	1,175.00 1,175.00
6226	9/17/2021 2109-297687 2109-298643 2109-298807	SOUTH CONCRETE SUPPLIES FLAT STEEL CURB STAKES 18" FLAT STEEL CURB STAKES 18"	SOUTHEAST CONSTRUCTION PRODUCTS	285-3330-53822 285-3330-53822 285-3330-53822	1,188.73 357.19 381.72 449.82
6227	9/17/2021 114039313-0009 115500492-0004 116600460-0002 117221615-0001	SUNBELT TRACTOR RENTAL TRACTOR FUEL TRENCHER RENTAL TRENCH ROLLER RENTAL	SUNBELT RENTALS, INC.	285-3330-53822 555-3150-53014 285-3330-53822 285-3330-53822	6,799.39 3,858.00 59.40 2,545.39 336.60
6228	9/17/2021 INV0006243	CORNE 2021-23 BUSINESS GRANT	THE CORNER BARBERSHOP	263-3320-53981	5,000.00 5,000.00

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Payment Dates: 9/7/2021 - 9/17/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
6229	9/17/2021	GASCO	THE GAS COMPANY		99.10
	INV0006231	08/03-09/01 GAS - SENIOR CENTER		100-4130-53711	79.49
	INV0006251	08/04-08/26 GAS-YLAC		100-4110-53711	19.61
6230	9/17/2021	THESAU	THE SAUCE CREATIVE SERVICES CORP		843.50
	5027	CC - INDOOR/OUTDOOR DECALS		285-3330-53813	843.50
6231	9/17/2021	TIMEWA	TIME WARNER CABLE		100.06
	0029063090121	09/21 CH CABLE SVC		100-1150-53715	100.06
6232	9/17/2021	TRACY	TRACY NAILS		5,000.00
	INV0006246	2021-11 BUSINESS GRANT		263-3320-53981	5,000.00
6233	9/17/2021	TUST	TURF STAR, INC.		252.10
	7186563-00	LAWN MOWER EQUIPMENT		100-3330-53012	252.10
6234	9/17/2021	UNISUP	UNISON SUPPLY		18.07
	979	IRRIGATION SUPPLIES		285-3330-53822	18.07
6235	9/17/2021	UNREN	UNITED RENTALS		8,096.73
	196934753-002	TRACTOR RENTAL - LP PARK		285-3330-53822	5,580.70
	197185865-001	TRACTOR RENTAL - LP PARK		285-3330-53822	2,516.03
6236	9/17/2021	VISTA	VISTA PAINT		1,626.06
	2021-124612-00	GRAFFITI REMOVAL SUPPLIES		200-3120-53016	440.03
	2021-143037-00	GRAFFITI REMOVAL SUPPLIES		200-3120-53016	527.40
	2021-165822-00	GRAFFITI REMOVAL SUPPLIES		200-3120-53016	508.51
	2021-171942-00	GRAFFITI REMOVAL SUPPLIES		200-3120-53016	150.12
6237	9/17/2021	WILENG	WILLDAN ENGINEERING		39,963.02
	002-25040	08/21 BUILDING & SAFETY		100-3310-53111	39,963.02
6238	9/17/2021	ZERB	ZERBEL PLUMBING		462.85
	16507	CH IRRIGATION REPAIR		100-1150-53814	275.00
	16508	CH VALVE REPAIR		100-1150-53814	187.85
DFT0001373	9/16/2021	ICMARC	VANTAGEPOINT TRANSFER AGENTS-457		30.16
	INV0006216	EMPLOYEE LOAN REPYMT		100-20399	19.59
	INV0006216	EMPLOYEE LOAN REPYMT		200-20399	2.73
	INV0006216	EMPLOYEE LOAN REPYMT		203-20399	0.68
	INV0006216	EMPLOYEE LOAN REPYMT		205-20399	0.68
	INV0006216	EMPLOYEE LOAN REPYMT		210-20399	4.44
	INV0006216	EMPLOYEE LOAN REPYMT		215-20399	0.68
	INV0006216	EMPLOYEE LOAN REPYMT		260-20399	1.36
DFT0001374	9/16/2021	ICMARC	VANTAGEPOINT TRANSFER AGENTS-457		2,100.00
	INV0006217	EMPLOYEE CONTRIBUTIONS		100-20399	1,489.52
	INV0006217	EMPLOYEE CONTRIBUTIONS		200-20399	153.84
	INV0006217	EMPLOYEE CONTRIBUTIONS		202-20399	44.13
	INV0006217	EMPLOYEE CONTRIBUTIONS		203-20399	73.54
	INV0006217	EMPLOYEE CONTRIBUTIONS		205-20399	68.64
	INV0006217	EMPLOYEE CONTRIBUTIONS		210-20399	118.38
	INV0006217	EMPLOYEE CONTRIBUTIONS		215-20399	102.26
	INV0006217	EMPLOYEE CONTRIBUTIONS		260-20399	49.69
DFT0001375	9/16/2021	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		12,301.98
	INV0006219	EMPLOYER CONTRIBUTION		100-20360	8,718.53
	INV0006219	EMPLOYER CONTRIBUTION		200-20360	632.44
	INV0006219	EMPLOYER CONTRIBUTION		202-20360	64.59
	INV0006219	EMPLOYER CONTRIBUTION		203-20360	385.35
	INV0006219	EMPLOYER CONTRIBUTION		205-20360	388.05
	INV0006219	EMPLOYER CONTRIBUTION		210-20360	444.56
	INV0006219	EMPLOYER CONTRIBUTION		215-20360	253.08

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0006219	EMPLOYER CONTRIBUTION		260-20360	896.22
	INV0006219	EMPLOYER CONTRIBUTION		263-20360	377.57
	INV0006219	EMPLOYER CONTRIBUTION		285-20360	141.59
DFT0001376	9/16/2021	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		8,991.70
	INV0006220	PERS- NEW EMPLY CONTRB		100-20399	6,248.44
	INV0006220	PERS- NEW EMPLY CONTRB		200-20399	439.76
	INV0006220	PERS- NEW EMPLY CONTRB		202-20399	59.88
	INV0006220	PERS- NEW EMPLY CONTRB		203-20399	280.33
	INV0006220	PERS- NEW EMPLY CONTRB		205-20399	279.37
	INV0006220	PERS- NEW EMPLY CONTRB		210-20399	288.77
	INV0006220	PERS- NEW EMPLY CONTRB		215-20399	221.46
	INV0006220	PERS- NEW EMPLY CONTRB		260-20399	707.48
	INV0006220	PERS- NEW EMPLY CONTRB		263-20399	350.02
	INV0006220	PERS- NEW EMPLY CONTRB		285-20399	116.19
DFT0001377	9/16/2021	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		40.20
	INV0006221	EMPLOYEE PORTION		100-20360	40.20
DFT0001378	9/16/2021	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		44.00
	INV0006223	SURVIVORS LIFE INSURANCE		100-20350	30.90
	INV0006223	SURVIVORS LIFE INSURANCE		200-20350	1.48
	INV0006223	SURVIVORS LIFE INSURANCE		202-20350	0.10
	INV0006223	SURVIVORS LIFE INSURANCE		203-20350	0.99
	INV0006223	SURVIVORS LIFE INSURANCE		205-20350	0.99
	INV0006223	SURVIVORS LIFE INSURANCE		210-20350	1.16
	INV0006223	SURVIVORS LIFE INSURANCE		215-20350	0.57
	INV0006223	SURVIVORS LIFE INSURANCE		260-20350	4.89
	INV0006223	SURVIVORS LIFE INSURANCE		263-20350	2.30
	INV0006223	SURVIVORS LIFE INSURANCE		285-20350	0.62
DFT0001379	9/16/2021	EMPLOY	EMPLOYMENT DEVELOPMENT DEPT		5,598.05
	INV0006226	STATE INCOME TAX		100-20310	4,127.04
	INV0006226	STATE INCOME TAX		200-20310	257.49
	INV0006226	STATE INCOME TAX		202-20310	37.27
	INV0006226	STATE INCOME TAX		203-20310	165.56
	INV0006226	STATE INCOME TAX		205-20310	149.53
	INV0006226	STATE INCOME TAX		210-20310	120.52
	INV0006226	STATE INCOME TAX		215-20310	134.87
	INV0006226	STATE INCOME TAX		260-20310	304.68
	INV0006226	STATE INCOME TAX		263-20310	151.49
	INV0006226	STATE INCOME TAX		285-20310	149.60
DFT0001380	9/16/2021	IRSPR	IRS PAYROLL TAX DEPOSIT		16,770.01
	INV0006227	FEDERAL WITHHOLDING		100-20300	12,401.89
	INV0006227	FEDERAL WITHHOLDING		200-20300	813.86
	INV0006227	FEDERAL WITHHOLDING		202-20300	97.33
	INV0006227	FEDERAL WITHHOLDING		203-20300	449.63
	INV0006227	FEDERAL WITHHOLDING		205-20300	405.94
	INV0006227	FEDERAL WITHHOLDING		210-20300	357.65
	INV0006227	FEDERAL WITHHOLDING		215-20300	356.60
	INV0006227	FEDERAL WITHHOLDING		260-20300	1,081.03
	INV0006227	FEDERAL WITHHOLDING		263-20300	392.49
	INV0006227	FEDERAL WITHHOLDING		285-20300	413.59
DFT0001381	9/16/2021	IRSPR	IRS PAYROLL TAX DEPOSIT		5,599.58
	INV0006228	MEDICARE TAX		100-20300	3,835.90
	INV0006228	MEDICARE TAX		200-20300	276.30
	INV0006228	MEDICARE TAX		202-20300	23.16
	INV0006228	MEDICARE TAX		203-20300	156.48
	INV0006228	MEDICARE TAX		205-20300	149.82

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0006228	MEDICARE TAX		210-20300	109.94
	INV0006228	MEDICARE TAX		215-20300	85.10
	INV0006228	MEDICARE TAX		260-20300	549.72
	INV0006228	MEDICARE TAX		263-20300	200.24
	INV0006228	MEDICARE TAX		285-20300	212.92
DFT0001382	9/14/2021	CAPERS	CALPERS		700.00
	100000016512451	GASB 68 VALUATION		100-1130-53111	700.00
Grand Total:					409,396.95

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	188,370.78
200 - GAS TAX FUND	50,418.16
202 - RMRA (SB 1)	326.46
203 - MEASURE M FUND	1,667.11
205 - MEASURE R FUND	1,580.35
210 - PROP A FUND	5,159.25
215 - PROP C FUND	1,163.48
260 - CDBG PROGRAM FUND	4,615.89
263 - AMERICAN RESCUE PLAN ACT FUND	51,574.96
275 - PEG ACCESS FUND	8,881.25
285 - LIGHTING & LANDSCAPE MAINTENANCE	82,662.78
500 - SEWER CONSTRUCTION/MAINTENANCE FUND	2,500.00
550 - EQUIPMENT REPLACEMENT FUND	2,039.74
555 - VEHICLE MAINTENANCE & REPLACEMENT FUND	8,350.13
600 - SPECIAL DEPOSIT FUND	86.61
Grand Total:	409,396.95

Account Summary

Account Number	Account Name	Payment Amount
100-1100-53976	Special Departmental	167.55
100-1110-53114	Legal Services - General	42,405.72
100-1110-53972	Conferences & Meetings	364.60
100-1110-53976	Special Departmental	98.30
100-1120-53111	Contract Services - Private	4,732.23
100-1120-53971	Dues & Memberships	115.00
100-1130-53111	Contract Services - Private	2,926.12
100-1130-53971	Dues & Memberships	95.00
100-1135-53406	Recruitment Expenses	1,023.95
100-1135-53971	Dues & Memberships	4,270.50
100-1135-53976	Special Departmental	89.50
100-1150-53011	Operating Supplies	102.47
100-1150-53012	Small Tools & Equipment	1.65
100-1150-53211	Postage & Mailing Services	3,000.00
100-1150-53715	Utility - Communications	2,462.58
100-1150-53813	Facility Maintenance	1,679.56
100-1150-53814	Landscape Maintenance	521.77
100-1150-53911	Equipment Lease/Rental	1,516.27
100-20300	FIT Payable	16,237.79
100-20310	SIT Payable	4,127.04
100-20340	PARS	3,007.14
100-20350	Group Insurance	30.90
100-20360	PERS	8,758.73
100-20380	Union Dues	643.43
100-20399	Other Payroll Deductions	8,055.05
100-2100-53012	Small Tools & Equipment	4.39
100-2100-53715	Utility - Communications	199.08
100-2110-53012	Small Tools & Equipment	630.89
100-2110-53111	Contract Services - Private	11,083.33
100-2110-53411	Printing & Publishing	685.20
100-2110-53715	Utility - Communications	266.69
100-2130-53011	Operating Supplies	156.64
100-2130-53111	Contract Services - Private	4,344.57
100-3100-53012	Small Tools & Equipment	425.05
100-3100-53715	Utility - Communications	587.60
100-3300-53111	Contract Services - Private	1,516.50
100-3300-53411	Printing & Publishing	464.00
100-3310-53111	Contr Svc - Private - B&S F...	39,963.02

Account Summary

Account Number	Account Name	Payment Amount
100-3320-53111	Contract Services - Private	100.00
100-3330-53011	Operating Supplies	40.93
100-3330-53012	Small Tools & Equipment	4,670.18
100-3330-53015	Uniform/Boot Reimburse...	455.19
100-3330-53822	Park Maintenance & Repa...	2,431.19
100-4100-53011	Operating Supplies	83.03
100-4100-53012	Small Tools & Equipment	1,113.44
100-4100-53112	Contract Services - Public	9,540.00
100-4100-53714	Utility - Water	454.16
100-4100-53972	Conferences & Meetings	4.06
100-4110-53011	Operating Supplies	113.02
100-4110-53012	Small Tools & Equipment	458.78
100-4110-53711	Utility - Gas	19.61
100-4110-53714	Utility - Water	454.15
100-4130-53012	Small Tools & Equipment	257.96
100-4130-53711	Utility - Gas	79.49
100-4130-53715	Utility - Communications	64.82
100-4130-53813	Facility Maintenance	565.00
100-4130-53814	Landscape Maintenance	336.96
100-4140-53979	Special Events	369.00
200-20300	FIT Payable	1,090.16
200-20310	SIT Payable	257.49
200-20340	PARS	264.00
200-20350	Group Insurance	1.48
200-20360	PERS	632.44
200-20380	Union Dues	45.74
200-20399	Other Payroll Deductions	596.33
200-3120-53012	Small Tools & Equipment	1,474.04
200-3120-53016	Graffiti Removal Supplies	2,385.51
200-3120-53111	Contract Services - Private	5,000.00
200-3120-53713	Utility - Hwy Lights	14,747.62
200-3120-53714	Utility - Water	2,259.65
200-3120-53814	Landscape Maintenance	13,637.48
200-3120-53817	Street/Sidewalk Mainten...	5,696.50
200-3120-53821	Traffic Markings/Signs	2,329.72
202-20300	FIT Payable	120.49
202-20310	SIT Payable	37.27
202-20350	Group Insurance	0.10
202-20360	PERS	64.59
202-20399	Other Payroll Deductions	104.01
203-20300	FIT Payable	606.11
203-20310	SIT Payable	165.56
203-20340	PARS	115.83
203-20350	Group Insurance	0.99
203-20360	PERS	385.35
203-20380	Union Dues	38.72
203-20399	Other Payroll Deductions	354.55
205-20300	FIT Payable	555.76
205-20310	SIT Payable	149.53
205-20340	PARS	99.99
205-20350	Group Insurance	0.99
205-20360	PERS	388.05
205-20380	Union Dues	37.34
205-20399	Other Payroll Deductions	348.69
210-20300	FIT Payable	467.59
210-20310	SIT Payable	120.52
210-20340	PARS	1.15
210-20350	Group Insurance	1.16

Account Summary

Account Number	Account Name	Payment Amount
210-20360	PERS	444.56
210-20380	Union Dues	72.68
210-20399	Other Payroll Deductions	411.59
210-3130-53816	Bus Shelter Maintenance	3,640.00
215-20300	FIT Payable	441.70
215-20310	SIT Payable	134.87
215-20340	PARS	1.15
215-20350	Group Insurance	0.57
215-20360	PERS	253.08
215-20380	Union Dues	7.71
215-20399	Other Payroll Deductions	324.40
260-20300	FIT Payable	1,630.75
260-20310	SIT Payable	304.68
260-20340	PARS	676.46
260-20350	Group Insurance	4.89
260-20360	PERS	896.22
260-20380	Union Dues	87.95
260-20399	Other Payroll Deductions	1,014.94
263-20300	FIT Payable	592.73
263-20310	SIT Payable	151.49
263-20340	PARS	100.85
263-20350	Group Insurance	2.30
263-20360	PERS	377.57
263-20399	Other Payroll Deductions	350.02
263-3320-53981	Grants & Loans - Commer...	50,000.00
275-1125-53998	Furniture/Office Equipme...	8,881.25
285-20300	FIT Payable	626.51
285-20310	SIT Payable	149.60
285-20340	PARS	414.61
285-20350	Group Insurance	0.62
285-20360	PERS	141.59
285-20380	Union Dues	30.08
285-20399	Other Payroll Deductions	116.19
285-3330-53111	Contract Services - Private	3,133.00
285-3330-53712	Utility - Electricity	14,061.56
285-3330-53714	Utility - Water	890.67
285-3330-53715	Utility - Communications	21.62
285-3330-53813	Facility Maintenance	5,601.75
285-3330-53814	Landscape Maintenance	4,161.38
285-3330-53822	Park Maintenance & Repa...	51,801.60
285-3330-53911	Equipment Lease/Rental	1,512.00
500-3210-53111	Contract Services - Private	2,500.00
550-6100-53017	Software & Licensing	1,518.67
550-6100-53018	Computer Hardware & Su...	521.07
555-3150-53014	Fuel	1,392.54
555-3150-53812	Vehicle Maintenance	2,283.70
555-3150-53912	Vehicle Lease	4,673.89
600-20250	Deposit - Teen Voice Prog...	86.61
	Grand Total:	409,396.95

Project Account Summary

Project Account Key	Payment Amount
None	306,079.08
100122E	50,000.00
30222E	100.00
61122E	369.00
68422E	254.88
69422E	52,239.99

Project Account Summary

Project Account Key
69722E

Payment Amount
354.00
409,396.95

Grand Total:



City of La Puente **AGENDA REPORT**

To: Mayor and City Council For meeting of: September 28, 2021

Via: Bob Lindsey, City Manager

By: Troy O. Grunklee, CPA, Director of Administrative Services
Alex Merkel Medina, Principal Accountant

SUBJECT: REQUISITION SUMMARY REPORT FOR AUGUST 2021

BACKGROUND

On April 24, 2018, the City Council adopted several ordinances and accompanying resolutions amending the City's purchasing procedures to streamline and make the procurement process more efficient. One of the amendments to the purchasing procedures was a provision setting a \$5,000 spending limit for Department Heads and a separate provision increasing the City Manager's spending limit to \$20,000 for professional services, supplies and equipment. In order to document purchases approved by the City Manager and/or Department Heads the City Council directed that a monthly report be prepared and filed with the City Council. Due to modified City Council meeting schedules during the winter holiday season, this report will cover a three-month period. This action is to receive and file the requisition summary report for the period of August 2021.

DISCUSSION

City staff initiated seventeen (17) requisitions during the month totaling \$679,277.95.

RECOMMENDATION

It is recommended that the City Council receive and file this report.

ATTACHMENTS

Attachment "A": Requisition Summary Report for August 2021.

City of La Puente
Requisition Summary Report
For the period of August 2021

Requisition Number	Date Requested	Date Approved	Status	Department
REQ000475	8/2/2021	8/2/2021	Approved	Development Services

Vendor: Landscape West Management Services Inc.
Description: Labor - Tree Trimming

Total Obligation: \$ 1,260.00
Total Paid \$ -

Submitted By: Gisela Rubio Lopez
Approved By: Director of Development Services
Funding Source: Gas Tax (200)

Requisition Number	Date Requested	Date Approved	Status	Department
REQ000476	8/4/2021	8/4/2021	Approved	Development Services

Vendor: CFTC Painting
Description: Curb Address Number Painting

Total Obligation: \$ 7,650.00
Total Paid \$ 5,965.50

Submitted By: Gisela Rubio Lopez
Approved By: City Manager
Funding Source: Gas Tax (200)

Requisition Number	Date Requested	Date Approved	Status	Department
REQ000477	8/9/2021	8/9/2021	Approved	Development Services

Vendor: US Postal Service
Description: Postage for City Hall Meter

Total Obligation: \$ 3,000.00
Total Paid \$ 3,000.00

Submitted By: Norma Ramirez
Approved By: Director of Development Services
Funding Source: General Fund (100)

Requisition Number	Date Requested	Date Approved	Status	Department
REQ000478	8/11/2021	8/11/2021	Approved	Administrative Services

Vendor: PYT Sports, Inc.
Description: Fence Guards - La Puente Park Fields

Total Obligation: \$ 2,575.00
Total Paid \$ 2,575.00

Submitted By: Alex Merkel Medina
Approved By: Director of Administrative Services
Funding Source: General Fund (100)

Requisition Number	Date Requested	Date Approved	Status	Department
REQ000479	8/13/2021	8/13/2021	Approved	Administrative Services
Vendor:	Trash Cans Depot			
Description:	Colored Trash Cans (8) - La Puente Park			
	Total Obligation:	\$	8,916.41	
	Total Paid	\$	4,458.21	
Submitted By:	Alex Merkel Medina			
Approved By:	City Manager			
Funding Source:	General Fund (100)			

Requisition Number	Date Requested	Date Approved	Status	Department
REQ000480	8/17/2021	8/17/2021	Approved	Development Services Dept.
Vendor:	RJM Design Group			
Description:	Landscape and Irrigation Improvements			
	Total Obligation:	\$	19,950.00	
	Total Paid	\$	1,513.00	
Submitted By:	Norma Ramirez			
Approved By:	City Manager			
Funding Source:	Landscape & Lighting Maintenance District (285)			

Requisition Number	Date Requested	Date Approved	Status	Department
REQ000481	8/17/2021	8/17/2021	Approved	Administrative Services
Vendor:	Uline			
Description:	Black Trash Cans (13) La Puente Park			
	Total Obligation:	\$	9,300.00	
	Total Paid	\$	8,941.80	
Submitted By:	Alex Merkel Medina			
Approved By:	City Manager			
Funding Source:	General Fund (100)			

Requisition Number	Date Requested	Date Approved	Status	Department
REQ000482	8/19/2021	8/19/2021	Approved	Administrative Services
Vendor:	Anthem Sports LLC			
Description:	Football Bleachers (2) La Puente Park			
	Total Obligation:	\$	5,844.45	
	Total Paid	\$	-	
Submitted By:	Alex Merkel Medina			
Approved By:	City Manager			
Funding Source:	General Fund (100)			

Requisition Number	Date Requested	Date Approved	Status	Department
REQ000483	8/20/2021	8/20/2021	Approved	Administrative Services
Vendor:	Turf Alliance LLC			
Description:	Park Soccer Field			
	Total Obligation:	\$	347,704.50	
	Total Paid	\$	-	
Submitted By:	Elizabeth Herrera			
Approved By:	City Council			
Funding Source:	Measure A Park Fund (283)			

Requisition Number	Date Requested	Date Approved	Status	Department
REQ000484	8/20/2021	8/20/2021	Approved	Administrative Services
Vendor:	Turf Alliance LLC			
Description:	Park Soccer Field - Soccer Goals and Field Maintenance Equipment			
	Total Obligation:	\$	42,328.00	
	Total Paid	\$	-	
Submitted By:	Elizabeth Herrera			
Approved By:	City Council			
Funding Source:	Measure A Park Fund (283) and Equipment Replacement Fund (555)			
Requisition Number	Date Requested	Date Approved	Status	Department
REQ000485	8/24/2021	8/24/2021	Approved	Development Services
Vendor:	Firemaster			
Description:	12-Year Maintenance Testing			
	Total Obligation:	\$	4,950.00	
	Total Paid	\$	-	
Submitted By:	Norma Ramirez			
Approved By:	Director of Development Services			
Funding Source:	General Fund (100)			
Requisition Number	Date Requested	Date Approved	Status	Department
REQ000486	8/24/2021	8/24/2021	Approved	Development Services
Vendor:	Ace Fence Company			
Description:	Maintenance Yard Chain Link Fence			
	Total Obligation:	\$	8,500.00	
	Total Paid	\$	-	
Submitted By:	Norma Ramirez			
Approved By:	City Manager			
Funding Source:	General Fund (100)			
Requisition Number	Date Requested	Date Approved	Status	Department
REQ000487	8/27/2021	8/27/2021	Approved	Development Services
Vendor:	All Weather Roofing			
Description:	Maintenance Yard Roof Repair			
	Total Obligation:	\$	4,900.00	
	Total Paid	\$	-	
Submitted By:	Norma Ramirez			
Approved By:	Director of Development Services			
Funding Source:	General Fund (100)			
Requisition Number	Date Requested	Date Approved	Status	Department
REQ000488	8/27/2021	8/27/2021	Approved	Development Services
Vendor:	Willdan Engineering			
Description:	Traffic and Parking Analysis			
	Total Obligation:	\$	7,800.00	
	Total Paid	\$	-	
Submitted By:	Norma Ramirez			
Approved By:	City Manager			
Funding Source:	General Fund (100)			

Requisition Number	Date Requested	Date Approved	Status	Department
REQ000489	8/30/2021	8/30/2021	Approved	Community Services
Vendor:	Delhaven Community Center			
Description:	2021 Summer Nutrition Program Staff			
	Total Obligation:	\$	9,612.00	
	Total Paid	\$	9,540.00	
Submitted By:	Angel Morales			
Approved By:	City Manager			
Funding Source:	General Fund (100)			

Requisition Number	Date Requested	Date Approved	Status	Department
REQ000490	8/30/2021	8/30/2021	Approved	Administrative Services
Vendor:	Musco Lighting LLC			
Description:	Sports Lighting - Soccer T-Ball, Exercise Area			
	Total Obligation:	\$	99,970.00	
	Total Paid	\$	-	
Submitted By:	Alex Merkel Medina			
Approved By:	City Council			
Funding Source:	General Fund (100)			

Requisition Number	Date Requested	Date Approved	Status	Department
REQ000492	8/31/2021	8/31/2021	Approved	Communnity Services
Vendor:	Hacienda La Puente Unified School District			
Description:	Summer Lunch Program 2021			
	Total Obligation:	\$	95,017.59	
	Total Paid	\$	95,017.59	
Submitted By:	Adriana Dominguez			
Approved By:	City Council			
Funding Source:	General Fund (100)			



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: September 28, 2021

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services
Alex Merkel Medina, Principal Accountant

SUBJECT: PRESENTATION OF AUGUST 2021 INVESTMENT REPORT

BACKGROUND

This report presents the City's investment portfolio for the period of August 2021. The attachment provides details of the City's portfolio. It has been prepared to comply with regulations contained in California Government Code Section 53600 and the Statement of Investment Policy approved by City Council on June 8, 2021.

The investment objectives of the City of La Puente are first, to provide safety of principal to ensure the preservation of capital in the overall portfolio, second, to provide sufficient liquidity to meet all operating requirements, and third, to earn a commensurate rate of return consistent with the constraints imposed by the safety and liquidity objectives.

The City follows the practice of pooling cash and investments for all funds under its direct control. Interest earned on pooled cash and investments is allocated to the various funds based on the respective fund's average quarterly cash balance. It is common for governments to pool the cash and investments of various funds to improve investment performance. By pooling funds, cities are able to benefit from economies of scale, diversification, liquidity and ease of administration.

DISCUSSION

The Investment Report for August 2021 has been provided for your review.

The investment activity for the period is summarized in the following table:

Purchase	Government Obligation- FFCB	08/03/2021	0.71%	08/10/2026	250,000.00
Purchase	Government Obligation- FHLB	08/10/2021	0.60%	02/18/2026	248,979.17

Purchase	Government Obligation- US Treasury Note	08/10/2021	0.25%	10/31/2025	245,901.63
Purchase	Certificate of Deposit (CD) – Pentagon FCU	08/17/2021	0.85%	09/01/2026	249,000.00
Purchase	Certificate of Deposit (CD) – Synchrony Bank	08/24/2021	0.90%	08/27/2026	248,000.00
Purchase	Government Obligation- FFCB	08/30/2021	0.87%	09/01/2026	250,000.00
Purchase	Government Obligation- FFCB	08/30/2021	0.48%	02/10/2025	249,820.00
Purchase	Certificate of Deposit (CD) – New York Community Bank	08/31/2021	0.65%	09/10/2024	249,000.00
Sale	Government Obligation- FHLMC	08/12/2021	1.125%	08/12/2021	250,000.00

FISCAL IMPACT

Idle cash invested in certificates of deposit, government securities, and corporate bonds typically return higher yields than LAIF (Local Agency Investment Fund). This maximizes returns without assuming substantial additional risk.

SUMMARY

In summary, the City has conservatively placed its investment portfolio in LAIF, federal agency securities, corporate bonds, and certificates of deposit. The portfolio complies with the Statement of Investment Policy and the City has the ability to meet its expenditure requirements for the next six months.

RECOMMENDATION

It is recommended that the City Council receive and file this report.

ATTACHMENTS

Attachment A – Investment Report
Attachment B – Certificates of Deposit
Attachment C – Corporate Bonds
Attachment D – Municipal Bonds
Attachment E – Charts

CITY OF LA PUENTE

ATTACHMENT A

Cash and Investment Report
August 31, 2021

Investment Type	Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Market Valuation
Local Agency Investment Fund	State of California			0.685%	<u>\$ 8,493,662</u>	<u>\$ 8,493,662</u>	<u>\$ 8,494,367</u>	LAIF
Government Obligations								
U.S. Agency Security	FFCB	06/07/19	06/13/24	1.950%	250,000	249,712	260,798	Stifel
U.S. Agency Security	FFCB	06/10/20	06/10/25	0.680%	250,000	250,000	249,638	Multi-Bank
U.S. Agency Security	FFCB	06/02/20	06/09/25	0.500%	250,000	250,000	249,405	Stifel
U.S. Agency Security	FFCB	03/22/21	04/01/25	0.710%	250,000	250,000	250,383	Stifel
U.S. Agency Security	FFCB	02/24/21	03/03/26	0.790%	250,000	250,000	249,593	Stifel
U.S. Agency Security	FFCB	08/03/21	08/10/26	0.710%	250,000	250,000	248,760	Stifel
U.S. Agency Security	FFCB	08/30/21	09/01/26	0.870%	250,000	250,000	249,725	Stifel
U.S. Agency Security	FFCB	08/30/21	02/10/25	0.480%	250,000	249,820	249,728	Stifel
U.S. Agency Security	FFCB	07/29/20	07/29/25	0.580%	250,000	250,000	249,668	Stifel
U.S. Agency Security	FHLB	05/05/20	05/19/25	0.750%	250,000	250,000	248,010	Stifel
U.S. Agency Security	FHLB	03/02/21	02/26/26	0.850%	250,000	250,041	249,763	Stifel
U.S. Agency Security	FHLB	03/08/21	03/30/26	0.980%	250,000	250,000	249,885	Stifel
U.S. Agency Security	FHLB	03/11/21	03/25/26	0.875%	250,000	250,000	249,975	Stifel
U.S. Agency Security	FHLB	06/29/20	06/30/25	0.650%	375,000	375,000	373,868	Stifel
U.S. Agency Security	FHLB	02/09/21	02/09/26	0.300%	250,000	250,000	248,405	Stifel
U.S. Agency Security	FHLB	08/10/21	02/18/26	0.600%	250,000	248,979	248,193	Stifel
U.S. Agency Security	FHLB	02/18/21	02/18/26	0.600%	250,000	250,000	248,193	Multi-Bank
U.S. Agency Security	FHLB	02/26/21	02/26/26	0.580%	250,000	250,000	248,463	Multi-Bank
U.S. Agency Security	FHLB	01/26/21	01/26/26	0.560%	250,000	250,000	247,745	Multi-Bank
U.S. Agency Security	FHLB	02/24/21	02/24/26	0.625%	250,000	249,500	248,715	Stifel
U.S. Agency Security	FHLB	02/25/21	02/25/26	0.660%	250,000	250,000	248,963	Stifel
U.S. Agency Security	FHLB	02/12/21	02/12/26	0.520%	250,000	249,750	248,083	Stifel
U.S. Agency Security	FHLB	05/18/21	05/26/26	1.030%	250,000	250,007	250,108	Multi-Bank
U.S. Agency Security	FHLB	06/29/20	06/30/25	0.680%	250,000	250,000	249,725	Stifel
U.S. Agency Security	FHLB	04/22/21	02/24/26	0.750%	250,000	249,677	250,061	Stifel
U.S. Agency Security	FHLMC	06/19/20	06/30/25	0.720%	250,000	250,000	249,948	Stifel
U.S. Agency Security	FHLMC	07/14/20	07/14/25	0.600%	250,000	250,000	250,013	Stifel
U.S. Agency Security	FHLMC	07/23/20	07/23/25	0.500%	250,000	249,625	249,093	Stifel
U.S. Agency Security	FNMA	06/04/20	06/04/25	0.710%	250,000	250,000	249,995	Multi-Bank
U.S. Agency Security	FNMA	07/22/20	07/22/25	0.600%	250,000	250,000	249,828	Stifel
U.S. Agency Security	FNMA	08/03/20	08/19/25	0.625%	250,000	250,000	249,478	Stifel
U.S. Agency Security	FNMA	08/03/20	08/12/25	0.500%	250,000	250,000	248,038	Stifel
U.S. Agency Security	FNMA	07/21/21	10/22/25	0.560%	250,000	249,504	248,718	Stifel
U.S. Agency Security	FNMA	08/17/20	08/14/25	0.500%	250,000	249,899	248,735	Stifel
U.S. Agency Security	FNMA	07/29/20	07/29/25	0.700%	250,000	250,000	249,635	Multi-Bank
U.S. Agency Security	Treasury	05/12/21	12/31/25	0.375%	250,000	246,194	246,738	Stifel
U.S. Agency Security	Treasury	06/24/21	06/30/25	0.250%	250,000	246,429	246,828	Stifel
U.S. Agency Security	Treasury	06/15/21	11/30/25	0.375%	250,000	247,144	246,953	Stifel
U.S. Agency Security	Treasury	06/24/21	02/28/26	0.500%	250,000	247,183	247,755	Stifel
U.S. Agency Security	Treasury	07/21/21	09/30/25	0.250%	250,000	246,870	246,095	Stifel
U.S. Agency Security	Treasury	07/29/21	08/31/25	0.250%	250,000	247,408	246,318	Stifel
U.S. Agency Security	Treasury	08/10/21	10/31/25	0.250%	250,000	245,902	245,850	Stifel
U.S. Agency Security	Treasury	04/29/21	04/30/26	0.750%	500,000	497,800	500,450	Stifel
Total Government Securities					<u>11,125,000</u>	<u>11,096,444</u>	<u>11,086,309</u>	
Municipal Bonds***				various	500,000	496,726	500,344	
Negotiable Certificates of Deposit ***				various	8,185,000	8,185,205	8,292,838	
Corporate Bonds***				various	<u>1,250,000</u>	<u>1,233,425</u>	<u>1,280,520</u>	
Total Investments					<u>\$ 29,553,662</u>	<u>\$ 29,505,462</u>	<u>\$ 29,654,378</u>	
Deposits						1,408,027	*	
Miscellaneous Cash						<u>2,200</u>	**	
Total Cash and Deposits						<u>1,410,227</u>		
Total Investments, Cash and Deposits						<u>\$ 30,915,689</u>		

I certify that this investment portfolio is in conformity with the Investment Policy of the City of La Puente as stated in Resolution No. 21-5653 dated June 08, 2021. The Investment Program provides sufficient liquidity to meet the next six months' estimated expenditures.

* Deposits represent the equity in the checking & payroll accounts.

** Miscellaneous cash represents a total of all petty cash accounts.

*** Detailed list of Negotiable Certificates of Deposit/Corporate Bonds attached

Troy O. Grunklee, CPA
Dir. Of Aministrative Services

Alex Merkel Medina
Principal Accountant

CITY OF LA PUENTE**Negotiable Certificates of Deposit****Cash and Investment Report****August 31, 2021**

Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Valuation
JP Morgan Chase Bank	5/19/20	5/28/25	1.00%	248,000	248,000	250,309	Stifel
Greenstate Credit Union	3/30/21	4/16/26	0.95%	249,000	249,000	248,930	Stifel
UBS Bank	6/15/21	6/23/26	0.75%	248,000	248,000	245,056	Stifel
Parsons FCU	6/24/21	6/30/26	0.50%	249,000	249,000	246,590	Stifel
State Bank of India, NY	5/5/21	5/19/26	1.00%	248,000	248,000	248,241	Stifel
Mountain America FCU	4/23/19	3/27/23	3.00%	249,000	249,205	259,207	Stifel
Sallie Mae Bank	6/30/21	7/8/26	1.00%	247,000	247,000	246,847	Stifel
Medallion Bank	4/4/17	4/4/22	2.25%	248,000	248,000	251,234	Stifel
American Express Centurion Bank	4/5/17	4/5/22	2.45%	247,000	247,000	250,530	Stifel
Goldman Sachs Bank	7/20/21	7/28/26	1.00%	248,000	248,000	246,820	Stifel
Capital One Bank USA NA	4/19/17	4/19/22	2.40%	247,000	247,000	250,680	Stifel
EverBank	4/28/17	4/28/22	2.15%	248,000	248,000	251,432	Stifel
American Express Bank FSB	5/3/17	5/3/22	2.35%	247,000	247,000	250,838	Stifel
Capital One Bank NA McLean VA	5/10/17	5/10/22	2.30%	247,000	247,000	250,863	Stifel
Comenity Bank	5/31/17	5/31/22	2.35%	248,000	248,000	252,261	Stifel
First Bank of Highland	6/21/17	6/21/22	2.10%	247,000	247,000	251,046	Stifel
Morgan Stanley Bank NA	6/6/19	6/6/24	2.70%	246,000	246,000	260,310	Stifel
Morgan Stanley Private Bank	4/23/19	4/25/24	2.75%	246,000	246,000	260,266	Stifel
East Boston Savings Bank	8/14/20	8/14/25	0.50%	248,000	248,000	245,170	Stifel
Merrick Bank	7/31/19	7/31/24	2.20%	249,000	249,000	260,347	Stifel
Citadel Federal Credit Union	2/26/20	2/27/25	1.65%	248,000	248,000	255,919	Stifel
Axos Bank	2/27/20	3/26/25	1.65%	249,000	249,000	257,030	Stifel
Pathfinder Bank	10/2/20	10/14/25	0.50%	249,000	249,000	245,671	Stifel
Third Federal Bank	7/29/21	8/13/24	0.50%	248,000	248,000	247,018	Stifel
Toyota Bank	7/21/21	7/29/26	0.95%	248,000	248,000	247,080	Stifel
BMW Bank	7/21/21	7/30/24	0.55%	248,000	248,000	247,472	Stifel
Evansville Teachers Fed. Credit	8/27/19	8/29/22	2.10%	249,000	249,000	253,843	Stifel
Synchrony Bank	8/24/21	8/27/26	0.90%	248,000	248,000	247,792	Stifel
Pentagon FCU	8/17/21	9/1/26	0.85%	249,000	249,000	246,766	Stifel
New York Community Bank	8/31/21	9/10/24	0.65%	249,000	249,000	248,937	Stifel
First Bank of DeQueen	8/21/19	8/30/24	1.80%	249,000	249,000	257,511	Multi-Bank
Luana Savings Bank	2/28/20	2/28/25	1.55%	248,000	248,000	255,083	Multi-Bank
Celtic Bank	4/17/20	4/17/25	1.50%	249,000	249,000	255,740	Multi-Bank
Total for Negotiable Certificates of Deposit				<u>\$ 8,185,000</u>	<u>\$ 8,185,205</u>	<u>\$ 8,292,838</u>	

CITY OF LA PUENTE

Corporate Bonds
Cash and Investment Report
August 31, 2021

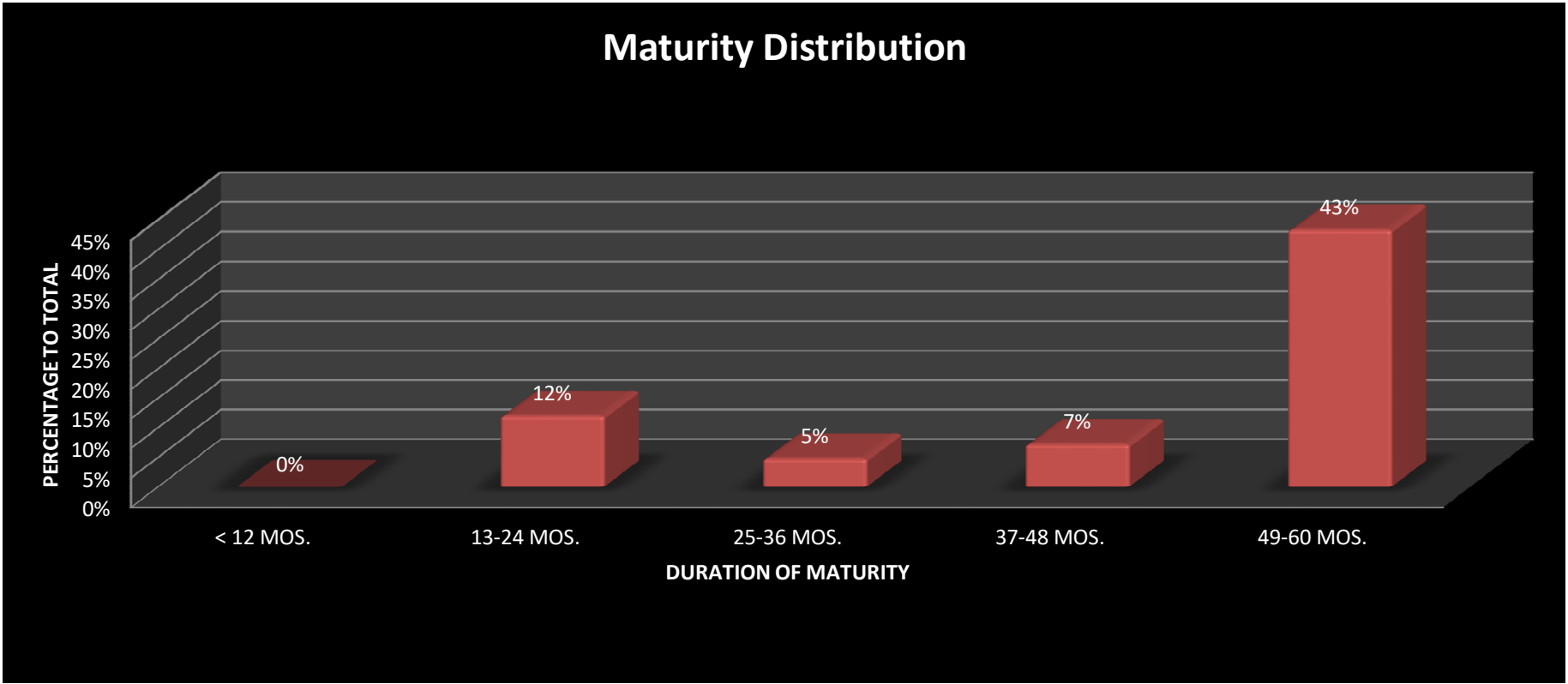
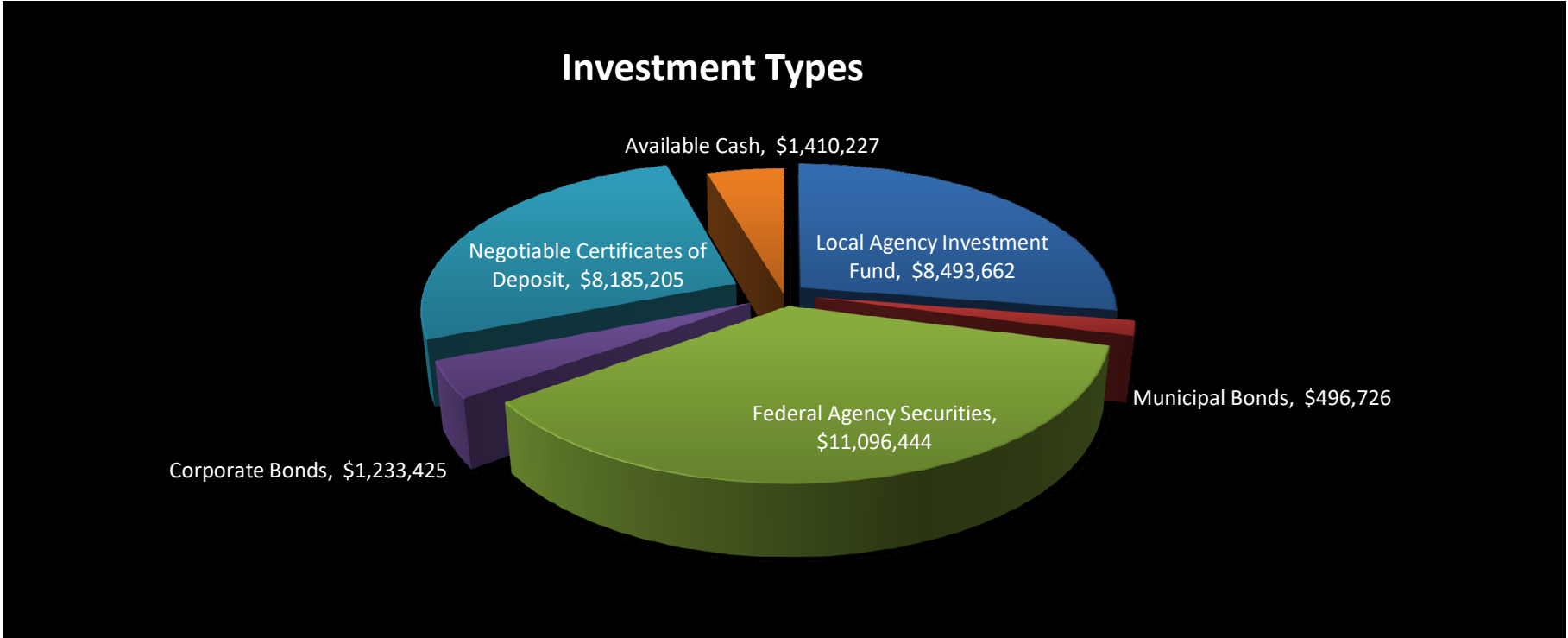
Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Market Valuation
Apple Inc	10/27/17	2/9/22	2.15%	250,000	250,000	252,153	Stifel
Proctor and Gamble	1/9/18	11/3/21	1.70%	250,000	244,875	250,668	Stifel
Bank of New York Mellon	8/16/18	8/16/23	2.20%	250,000	237,232	258,580	Stifel
JP Morgan Chase	4/3/19	5/18/23	2.70%	250,000	251,094	259,210	Stifel
Coca Cola	10/10/19	9/6/24	1.75%	<u>250,000</u>	<u>250,224</u>	<u>259,910</u>	Stifel
Total for Negotiable Corporate Bonds				<u>\$ 1,250,000</u>	<u>\$ 1,233,425</u>	<u>\$ 1,280,520</u>	

CITY OF LA PUENTE

Municipal Bonds
Cash and Investment Report
August 31, 2021

Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Market Valuation
State of California	1/11/21	4/1/25	3.38%	250,000	247,965	240,302	Multi-Bank
Los Angeles Airport Revenue Bonds	7/16/18	5/15/23	2.79%	<u>250,000</u>	<u>248,761</u>	<u>260,043</u>	Stifel
Total for Municipal Bonds				<u>\$ 500,000</u>	<u>\$ 496,726</u>	<u>\$ 500,344</u>	

Cash and Investment Report Charts
August 31, 2021





City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: September 28, 2021

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: SECOND READING OF AN ORDINANCE AMENDING CHAPTER 4.12 OF TITLE 4 OF THE LA PUENTE MUNICIPAL CODE TO INCLUDE ENFORCEMENT OF MANDATORY RECYCLING OF ORGANIC WASTE

BACKGROUND

Mandatory recycling of organic waste is the next step taken by the Legislature toward achieving California's aggressive recycling and greenhouse gas (GHG) emission goals. California disposes approximately 30 million tons of waste in landfills each year. Organic waste such as green materials and food materials are recyclable through composting and mulching, and through anaerobic digestion, which can produce renewable energy and fuel. Greenhouse gas (GHG) emissions resulting from the decomposition of organic wastes in landfills have been identified as a significant source of emissions contributing to global climate change.

State laws related to the recycling of organic waste are currently in effect and continue to be amended and added to address the harmful effects of landfilling this material. The mandatory diversion of organic waste is a critical component toward achieving California's aggressive recycling and GHG reduction goals.

AB 1594 – Use of Green Material as Alternative Daily Cover

The use of green material as alternative daily cover (ADC) will no longer constitute diversion through recycling and instead be considered disposal in terms of measuring the City of La Puente's 50% per capita disposal rate. In order to receive recycling credit, the material will need to be sent to a composting or organic processing facility.

AB 1826 – Mandatory Commercial Organics Recycling

Effective April 1, 2016, State Law requires businesses to recycle their organic waste depending on the amount of waste they generate per week. The City of La Puente is also mandated to implement an organic waste recycling to divert organic waste generated by businesses, as well as multifamily residential dwellings that consist of five or more units (multifamily dwellings are not required to have a food waste diversion program until January 1, 2022 with SB 1383 requirements). Organic waste means food waste, green waste, landscape and pruning waste, nonhazardous wood waste and food-soiled paper waste that is mixed in with food waste.

As there is no enforcement mechanism in AB 1826 and due to the increased costs imposed by this Bill on businesses, despite the rigorous education and outreach, a large majority of businesses remain out of compliance. To address this statewide issue, State passed SB 1383 which will take effect on January 1, 2022.

SB 1383 – Short Lived Climate Pollutants

SB 1383 is the most significant waste reduction mandate to be adopted in California in the last 30 years. This Legislation is a statewide mandate to reduce the methane emissions of short-lived climate pollutants. The targets must:

- Reduce organic waste disposal 50% by 2020 and 75% by 2025; and
- Retain at least 20% of currently disposed surplus food, to be used for human consumption, by 2025.

Landfills are the third largest source of methane in California. Organic waste in landfills emits:

- 20% of the State's methane, a climate super pollutant 84 times more potent than carbon dioxide.
- Air pollutants like PM 2.5, which contribute to health conditions like asthma.

Organics like food scraps, yard trimmings, paper, and cardboard make up half of what Californians dump in landfills. Reducing Short-Lived Climate Super Pollutants like organic waste will have the fastest impact on the climate crisis.

SB1383 places several requirements on the City. Amongst these requirements, the City must ensure Organic Waste Collection Service, including Food Waste, for all residential, commercial and multi-family properties. It must conduct outreach and education to all affected parties. The City must establish an Edible Food Recovery Program that retains edible food from the waste stream. It must ensure Commercial Edible Food Generators have access to Food Recovery Services. The City must also inspect and enforce compliance and maintain accurate and timely records of SB 1383 compliance. Further, it must procure Recycled Organic Waste Products like compost, mulch, and diesel gas equivalent.

The enforcement provisions in SB 1383 will assist jurisdictions, non-local entities, local education districts, state, federal facilities, and CalRecycle to achieve the state's climate goals and the 75 percent organic waste diversion goal by 2025 and into the future.

At its meeting of September 14, 2021 the City Council introduced Ordinance no. 21-976 amending Chapter 4.12 of Title 4 of the La Puente Municipal Code to include enforcement of mandatory recycling of organic waste.

DISCUSSION

The La Puente Municipal Code will require an amendment to enable the City to incorporate and enforce the requirements of SB 1383, by January 1, 2022. The required ordinance will support annual compliance reviews and enforcement activities as mandated by the State of California. CalRecycle has oversight of SB 1383. They will oversee and monitor compliance by jurisdictions. They will perform jurisdiction review, joint inspections with jurisdictions and review implementation record. Jurisdictions are subject to penalties for non-compliance. CalRecycle may issue Notices of Violation and may authorize corrective action plans.

Valley Vista Service, Municipal Waste Solutions, and the City are working to comply with California's Department of Resources Recycling and Recovery (CalRecycle) regulations, to develop required programs and the Ordinance required to prepare for compliance. The legislation requires local governments begin punitive enforcement effective January 1, 2024. At that time, City must take action against non-compliant commercial entities or face daily fines of up to \$10,000 imposed by the State of California.

The City of La Puente values the importance of requiring the recycling of organic waste, therefore the City and supporting entities have taken steps to start educating commercial businesses and multifamily residential properties on the compliance of AB 1826. Once this Ordinance is approved, efforts to educate our community on SB 1383 will be necessary to raise awareness and advocate for new recycling initiatives.

FISCAL IMPACT

Approval of this recommended action will likely result in a future fiscal impact due to the requirements of unfunded State mandates taking effect in 2022 and likely increase of costs of waste disposal.

RECOMMENDATION

It is recommended that the City Council adopt Ordinance No. 21-976, an Ordinance of the City of La Puente amending Chapter 4.12 (Include Enforcement of Mandatory Recycling of Organic Waste) of Title 4 (Health and Sanitation) of the La Puente Municipal Code to include enforcement of mandatory recycling of organic waste that effective January 1, 2022.

ATTACHMENTS

Attachment A: Ordinance No. 21-976

ORDINANCE NO. 21-976

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA AMENDING CHAPTER 4.12 OF TITLE 4 OF THE CITY'S MUNICIPAL CODE RELATING TO THE SOLID WASTE HANDLING AND RECYCLING SERVICES AND SENATE BILL 1383 COMPLIANCE

WHEREAS, SB 1383, is a statewide effort to reduce emissions of short-lived climate pollutant; and

WHEREAS, effective January 1, 2022, regulations to meet statewide organics reduction and food recovery requirements will take into effect; and

WHEREAS, effective January 1, 2022, enforcement provisions, including penalties for noncompliance, will take into effect; and

WHEREAS, SB 1383 requires jurisdictions to adopt and enforce an ordinance or other enforceable mechanism to implement relevant provisions of SB 1383 regulations.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA PUENTE HEREBY ORDAINS AS FOLLOWS:

Section 1. Findings.

The City Council finds that the above Recitals are true and correct and are incorporated herein by reference.

Section 2. La Puente Municipal Code Amendment.

Section 4.12.020 is hereby amended by adding paragraphs (8) through (12) to subsection (a) to read as follows:

4.12.020 Findings and Intent

- (8) State recycling law, Assembly Bill 939 of 1989, the California Integrated Waste Management Act of 1989 (approved by the Governor of the State of California on September 29, 1989, which amended Section 11553, of and repealed Chapter 1 (commencing with Section 66700) of, Chapter 2 (commencing with Section 667770) of Article 1 (commencing with Section 66795), Article 2 (commencing with Section 66796.30) Article 3 (commencing with Section 66796.45), Article 4 (commencing with Section 66796.50) Article 5 (commencing with Section 66796.55) Article 6 (commencing with Section 66796.64), Article 7 (commencing with Section 66796.70, Article 8 (commencing with Section 66796.80), Article 9 (commencing with Section 66798) of, Chapter 3 of, and Chapter 4 (commencing with Section 66799) of , Title 7.3 of, the

Government Code, repealed Chapter 1 (commencing with Section 4100), Chapter 1.5 (commencing with Section 4170), Chapter 2 (commencing with Section 4200), Chapter 2.5 (commencing with Section 4250), Chapter 2.6 (commencing with Section 4260), Chapter 2.7 (commencing with Section 4270), and Chapter 3 (commencing with Section 4300) of Part 2 of Division of Health and Safety Code, and added Division 30 commencing with Section 40000) to, and repealed Section 46811 of , Public Resources Code, and amended Sections 45002, 45009, 45051, 45151, 45855, 45901, 45981, and 45982 of the Revenue and Taxation Code, as amended, supplemented, superseded, and replaced from time to time), requires cities and counties to reduce, reuse, and recycle (including composting) solid waste generated in their jurisdictions to the maximum extent feasible before any incineration or landfill disposal of waste, to conserve water, energy, and other natural resources, and to protect the environment.

- (9) State recycling law, Assembly Bill 341 of 2011 (approved by the Governor of the State of California on October 5, 2011, which amended Sections 41730, 41731, 41734, 41735, 41736, 41800, 42926, 44004, and 50001 of, and added Sections 40004, 41734.5, and 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of, and added and repealed Section 41780.02 of, the Public Resources Code, as amended, supplemented, superseded and replaced from time to time), places requirements on businesses and Multi-Family property owners that generate a specified threshold amount of Solid Waste to arrange for recycling services and requires Jurisdictions to implement a Mandatory Commercial Recycling program.
- (10) State organics recycling law, Assembly Bill 1826 of 2014 (approved by the Governor of the State of California on September 28, 2014, which added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, relating to solid waste, as amended, supplemented, superseded, and replaced from time to time), requires businesses and multi-family property owners that generate a specified threshold amount of Solid Waste, Recycling, and Organic Waste per week to arrange for recycling services for that waste, requires jurisdictions to implement a recycling program to divert Organic Waste from businesses subject to the law, and requires jurisdictions to implement a mandatory commercial organics recycling program.
- (11) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires CalRecycle to develop regulations to reduce organics in landfills as a source of methane. The regulations place requirements on multiple entities including jurisdictions, residential households, commercial businesses and business owners, commercial edible food generators, haulers, self-haulers, food organizations, and food recovery services to support achievement of statewide organic waste disposal reduction targets.
- (12) SB 1383, the Short-lived Climate Pollutant Reduction Act of 2016, requires jurisdictions to adopt and enforce an ordinance or enforceable mechanism to implement relevant provisions of SB 1383 regulations. This ordinance will also help reduce food insecurity by requiring commercial edible food generators to arrange to have the maximum amount of their edible food, that would otherwise be disposed, be recovered for human consumption.

Section 4.12.030 of the Municipal Code is amended to incorporating and adding, the following definitions to be inserted into existing text in alphabetical order, or where applicable replacing the existing definitions:

“Blue Container” has the same meaning as in 14 CCR Section 18982.2(a) (5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Materials or Source Separated Blue Container Organic Waste.

“CalRecycle” means California's Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 regulations on jurisdictions.

“California Code of Regulations” or “CCR” means the State of California Code of Regulations. CCR references in this ordinance are preceded with a number that refers to the relevant Title of the CCR (e.g., “14 CCR” refers to Title 14 of CCR).

“City” means the City of La Puente

“Commercial edible food generator” includes a Tier One or a Tier Two commercial edible food generator as defined in Sections 4.12.030 of this ordinance or as otherwise defined in 14 CCR Section 18982(a) (73) and (a) (74). For the purposes of this definition, food recovery organizations and food recovery services are not commercial edible food generators pursuant to 14 CCR Section 18982(a) (7).

“Compliance Review” means a review of records by the City to determine compliance with this ordinance.

“Community Composting” means any activity that composts green material, agricultural material, food material, and vegetative food material, alone or in combination, and the total amount of feedstock and Compost on-site at any one time does not exceed 100 cubic yards and 750 square feet, as specified in 14 CCR Section 17855(a) (4); or, as otherwise defined by 14 CCR Section 18982(a) (8).

“Compost” has the same meaning as in 14 CCR Section 17896.2(a)(4), which stated, as of the effective date of this ordinance, that “Compost” means the product resulting from the controlled biological decomposition of organic solid wastes that are source separated from the municipal solid waste stream, or which are separated at a centralized facility.

“Compostable Plastics” or “Compostable Plastic” means plastic materials that meet the ASTM D6400 standard for composability, or as otherwise described in 14 CCR Section 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

“Container Contamination” or “Contaminated Container” means a container, regardless of color, that contains prohibited container, or as otherwise defined in 14 CCR Section 18982(a)(55).

“C&D” means construction and demolition debris including discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, copper, aluminum, glass, brick, concrete, asphalt material, pipe, gypsum, wallboard, and lumber from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure and/or landscaping, including rocks, soils, tree remains, trees, and other vegetative matter that normally results from land clearing, landscaping and development operations for a construction project; (2) Remnants of new materials, including but not limited to: cardboard, paper, plastic, wood, and metal scraps from any construction and/or landscape project

“Designated Source Separated Organic Waste Facility”, as defined in 14 CCR Section 18982(14.5), means a Solid Waste facility that accepts a source separated organic waste collection stream as defined in 14 CCR Section 17402(a)(26.6) and complies with one of the following:

- (i) The facility is a “transfer/processor,” as defined in 14 CCR Section 18815.2(a)(62), that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d), and meets or exceeds an annual average source separated organic content recovery rate of 50 percent between January 1, 2022 and December 31, 2024 and 75 percent on and after January 1, 2025 as calculated pursuant to 14 CCR Section 18815.5(f) for organic waste received from the source separated organic waste collection stream.
 - (A) If a transfer/processor has an annual average source separated organic content recovery rate lower than the rate required in Paragraph 1 of this definition for two (2) consecutive reporting periods, or three (3) reporting periods within three (3) years, the facility shall not qualify as a “Designated Source Separated Organic Waste Facility”.
- (ii) The facility is a “composting operation” or “composting facility” as defined in 14 CCR Section 18815.2(a)(13), that pursuant to the reports submitted under 14 CCR Section 18815.7 demonstrates that the percent of the material removed for landfill disposal that is organic waste is less than the percent specified in 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), whichever is applicable, and, if applicable, complies with the digestate handling requirements specified in 14 CCR Section 17896.57.
 - (A) If the percent of the material removed for landfill disposal that is organic waste is more than the percent specified in 14 CCR Section 17409.5.8(c)(2) or 17409.5.8(c)(3), for two (2) consecutive reporting periods, or three (3) reporting periods within three (3) years, the facility shall not qualify as a “Designated Source Separated Organic Waste Facility.” For the purposes of this ordinance, the reporting periods shall be consistent with those defined in 14 CCR Section 18815.2(a)(49).

“Designee” means an entity that the City contracts with or otherwise arranges to carry out any of the City’s responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a combination of those entities.

“Edible Food” means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a) (18). For the purposes of this ordinance or as otherwise defined in 14 CCR Section 18982(a) (18), “Edible Food” is not Solid Waste if it is recovered and not discarded. Nothing in this ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the recovery of edible food that does not meet the food safety requirements of the California Retail Food Code.

“Enforcement Action” means an action of the City, or its Designee to address compliance with this ordinance including, but not limited to, issuing notices of violation, accusations or other remedies.

“Excluded Waste” means hazardous substance, hazardous waste, infectious waste, designated waste, volatile, corrosive, medical waste, infectious, regulated radioactive waste, and toxic substances or material that facility operator(s), which receive materials from the City and its generators, reasonably believe(s) would, as a result of or upon acceptance, transfer, processing, or disposal, be a violation of local, State, or Federal law, regulation, or ordinance, including: land use restrictions or conditions, waste that cannot be disposed of in Class III landfills or accepted at the facility by permit conditions, waste that in City’s, or its Designee’s reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose the City or its Designee, to potential liability; but not including de minimis volumes or concentrations of waste of a type and amount normally found in Single-Family or Multi-Family Solid Waste after implementation of programs for the safe collection, processing, recycling, treatment, and disposal of batteries and paint in compliance with Sections 41500 and 41802 of the California Public Resources Code.

“Food Distributor” means a company that distributes food to entities including, but not limited to, supermarkets and grocery stores, as defined in 14 CCR Section 18982(a)(22).

“Food Facility” has the same meaning as in Section 113789 of the Health and Safety Code.

“Food Recovery” means actions to collect and distribute food for human consumption that otherwise would be disposed, as defined in 14 CCR Section 18982(a) (24).

“Food Recovery Organization” means an entity that engages in the collection or receipt of edible food from commercial edible food generators and distributes that edible food to the public for food recovery either directly or through other entities, including, but not limited to:

- (i) A food bank as defined in Section 113783 of the Health and Safety Code;

- (ii) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
- (iii) A nonprofit charitable temporary food facility as defined in Section 113842 of the Health and Safety Code.

A Food Recovery Organization is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

If the definition in 14 CCR Section 18982(a) (25) for Food Recovery Organization differs from this definition, the definition in 14 CCR Section 18982(a) (25) shall apply to this ordinance.

“Food Recovery Service” means a person or entity that collects and transports edible from a commercial edible food generator to a food recovery organization or other entities for food recovery, as defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

“Food Scraps” means all food such as, but not limited to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials are Source Separated from other Food Scraps.

“Food Service Provider” means an entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these types of organizations, as defined in 14 CCR Section 18982(a)(27).

“Food-Soiled Paper” is compostable paper material that has come in contact with food or liquid, such as, but not limited to, compostable paper plates, paper coffee cups, napkins, pizza boxes, and milk cartons.

“Food Waste” means Food Scraps, Food-Soiled Paper, and Compostable Plastics.

“Gray Container” has the same meaning as in 14 CCR Section 18982.2(a) (28) and shall be used for the purpose of storage and collection of Gray Container Waste.

“Gray Container Waste” means Solid Waste that is collected in a Gray Container that is part of a two-container or three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray Container as specified in 14 CCR Sections 18984.1(a) and (b), or as otherwise defined in 14 CCR Section 17402(a)(6.5). However, Commercial and Multi-family Gray Container Waste shall include source separated recyclables for mixed waste processing.

“Green Container” has the same meaning as in 14 CCR Section 18982.2(a) (29) and shall be used for the purpose of storage and collection of Source Separated Green Container Organic Waste, including Food Waste.

“Grocery Store” means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, as defined in 14 CCR Section 18982(a) (30).

“Hauler Route” means the designated itinerary or sequence of stops for each segment of the City’s collection service area, as defined in 14 CCR Section 18982(a) (31.5).

“High Diversion Organic Waste Processing Facility” means a facility that is in compliance with the reporting requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average Mixed waste organic content recovery rate of 50 percent between January 1, 2022 and December 31, 2024, and 75 percent after January 1, 2025, as calculated pursuant to 14 CCR Section 18815.5(e) for organic waste received from the “Mixed Waste Organic Collection Stream” as defined in 14 CCR Section 17402(a)(11.5); as defined in 14 CCR Section 18982(a)(33).

“Inspection” means a site visit where the City, or its Designee reviews records, containers, and an entity’s collection, handling, recycling, or landfill disposal of organic waste or edible food handling to determine if the entity is complying with requirements set forth in this ordinance, as defined in 14 CCR Section 18982(a)(35).

“City Enforcement Official” means the city manager, chief operating officer, executive director, or other executive in charge or their authorized Designee(s) who is/are partially or whole responsible for enforcing the ordinance. See also “Regional or County Agency Enforcement Official”.

“Large Event” means an event, including, but not limited to, a sporting event or a flea market, that charges an admission price, or is operated by a local agency, and serves an average of more than 2,000 individuals per day of operation of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately owned park, parking lot, golf course, street system, or other open space when being used for an event.

“Large Venue” means a permanent venue facility that annually seats or serves an average of more than 2,000 individuals within the grounds of the facility per day of operation of the venue facility. For purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public, nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts center, fairground, museum, theater, or other public attraction facility. For purposes of this

ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under common ownership or control that includes more than one large venue that is contiguous with other large venues in the site, is a single large venue.

“Local Education Agency” means a school district, charter school, or county office of education that is not subject to the control of city or county regulations related to solid waste, as defined in 14 CCR Section 18982(a)(40).

“Multi-Family Residential Dwelling” or “Multi-Family” means of, from, or pertaining to residential premises with five (5) or more dwelling units. Multi-Family premises do not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.

“MWELo” refers to the Model Water Efficient Landscape Ordinance (MWELo), 23 CCR, Division 2, Chapter 2.7.

“Non-Compostable Paper” includes but is not limited to paper that is coated in a plastic material that will not breakdown in the composting process, as defined in 14 CCR Section 18982(a)(41).

“Non-Local Entity” means an entity that is an organic waste generator but is not subject to the control of the City’s regulations to solid waste. These entities include, but are not limited to, the following:

- (1) Special district(s) located within the boundaries of the City
- (2) Federal Facilities, including any military installations, located within the boundaries of the City
- (3) Prison(s) located within the boundaries of the City
- (4) Facilities operated by the state parks system located within the boundaries of the City
- (5) Public universities (including community colleges) located within the boundaries of the City
- (6) County fairgrounds located within the boundaries of the City
- (7) State agencies located within the boundaries of the City

“Non-Organic Recyclables” means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, as defined in 14 CCR Section 18982(a)(43).

“Notice of Violation (NOV)” means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, as defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

“Organic Waste” means solid wastes containing material originated from living organisms and their metabolic waste products, including but not limited to food, green material, landscape and pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges as defined in 14 CCR Section 18982(a)(46).

“Organic Waste Generator” means a person or entity that is responsible for the initial creation of organic waste, as defined in 14 CCR Section 18982(a)(48).

“Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling, as defined in 14 CCR Section 18982(a)(51).

“Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications, or as otherwise defined in 14 CCR Section 18982(a)(54).

“Prohibited Container Contaminants” means any of the following, but does not include organic waste specifically allowed for collection in a container that is required to be transported to a high diversion organic waste processing facility if the waste is specifically identified as acceptable for collection in that container in a manner that complies with the requirements of 14 CCR Section 18984.1, 18984.2 or 18984.3.

- (1) Non-organic waste placed in a green container that is part of an organic waste collection service provided pursuant to 14 CCR Section 18984.1 or 18984.2.
- (2) Organic wastes that are, carpet, hazardous wood waste, or non-compostable paper placed in the green container that is part of an organic waste collection service provided pursuant to 14 CCR Section 18984.1 or 18984.2.
- (3) Organic wastes, placed in a gray container, that pursuant to 14 CCR Section 18984.1 or 18984.2 were intended to be collected separately in the green container or blue container.
- (4) Organic wastes placed in the blue container shall be considered prohibited container contaminants when those wastes were specifically identified in this chapter or through a local ordinance for collection in the green container for recovery. Paper products, printing and writing paper wood and dry lumber may be considered acceptable and considered container contaminants if they are placed in the blue container.

“Recovered Organic Waste Products” means products made from California, landfill-diverted recovered organic waste processed in a permitted or otherwise authorized facility, as defined in 14 CCR Section 18982(a)(60).

“Recovery” means any activity or process described in 14 CCR Section 18983.1(b), or as otherwise defined in 14 CCR Section 18982(a) (49).

“Recycled-Content Paper” means paper products and printing and writing paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, as defined in 14 CCR Section 18982(a)(61).

“Regional Agency” means regional agency as defined in Public Resources Code Section 40181.

“Regional or County Agency Enforcement Official” means a regional or county agency enforcement official, which the City may designate with responsibility for enforcing the ordinance in conjunction or consultation with the City’s Enforcement Official.

“Remote Monitoring” means the use of the internet of things (IoT) and/or wireless electronic devices to visualize the contents of Blue Containers, Green Containers and Gray Containers for purposes of identifying the quantity of materials in containers (level of fill) and/or presence of Prohibited Container Contaminants.

“Renewable Gas” means gas derived from organic waste that has been diverted from a California landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recover organic waste, as defined in 14 CCR Section 18982(a)(62).

“Restaurant” means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, as defined in 14 CCR Section 18982(a)(64).

“Route Review” means a visual inspection of containers along a hauler route for the purpose of determining container contamination and may include mechanical inspection methods such as the use of cameras, as defined in 14 CCR Section 18982(a)(65).

“SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a Statewide effort to reduce emissions of short-lived climate pollutants as amended, supplemented, superseded, and replaced from time to time.

“SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this ordinance, the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted in 2020 that created 14 CCR, Division 7, Chapter 12 and amended portions of regulations of 14 CCR and 27 CCR.

“Self-Hauler” means a person who hauls solid waste, organic waste or recovered material he or she has generated to another person, provided such hauling is undertaken through the use of the self-hauler’s own equipment and employees. Self-hauler also includes a person who back-hauls waste, as defined in 14 CCR Section 18982(a) (66). Back-haul means generating and transporting organic waste to a destination owned and operated by the generator using the generator’s own employees and equipment, as defined in 14 CCR Section 18982(a)(66)(A).

“Single-Family” means of, from, or pertaining to any residential premises with fewer than five (5) units.

“Solid Waste” has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes:

- (1) Hazardous waste, as defined in the State Public Resources Code Section 40141.
- (2) Radioactive waste regulated pursuant to the State Radiation Control Law (Chapter 8 (commencing with Section 114960) of Part 9 of Division 104 of the State Health and Safety Code).
- (3) Medical waste regulated pursuant to the State Medical Waste Management Act (Part 14 (commencing with Section 117600) of Division 104 of the State Health and Safety Code). Untreated medical waste shall not be disposed of in a solid waste landfill, as defined in State Public Resources Code Section 40195.1. Medical waste that has been treated and deemed to be solid waste shall be regulated pursuant to State Public Resources Code Section 40191

“Source Separated” means materials, including commingled recyclable materials, that have been separated or kept separate from the Solid Waste stream, at the point of generation, for the purpose of additional sorting or processing those materials for recycling or reuse in order to return them to the economic mainstream in the form of raw material for new, reused, or reconstituted products, which meet the quality standards necessary to be used in the marketplace, or as otherwise defined in 14 CCR Section 17402.5(b)(4). For the purposes of the ordinance, Source Separated shall include separation of materials by the generator, property owner, property owner’s employee, property manager, or property manager’s employee into different containers for the purpose of collection such that Source Separated materials are separated from Gray Container Waste or other Solid Waste for the purposes of collection and processing in the Residential Sector. In the Commercial and Multi-family sectors, the Gray container shall be used for source separated recyclable material for mixed waste processing.

“Source Separated Blue Container Organic Waste” means in the Residential Sector, Source Separated Organic Wastes that can be placed in a Blue Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a) (43), or as otherwise defined by Section 17402(a) (18.7). In the Commercial and Multi-family sectors, Source Separated Organic Wastes that can be placed in a Gray Container that is limited to the collection of those Organic Wastes and Non-Organic Recyclables as defined in Section 18982(a) (43), or as otherwise defined by Section 17402(a) (18.7) for mixed waste processing.

“Source Separated Organic Waste” means organic waste that is placed in a container that is specifically intended for the separate collection of organic waste by the generator, as defined in Section 18982 (a) (69).

“Source Separated Green Container Organic Waste” means Source Separated Organic Waste that can be placed in a Green Container that is specifically intended for the separate collection of Organic Waste by the generator, excluding Source Separated Blue Container Organic Waste, carpets, Non-Compostable Paper, and textiles.

“Source Separated Recyclable Materials” means Source Separated Non-Organic Recyclables and Source Separated Blue Container Organic Waste.

“State” means the State of California.

“Supermarket” means a full-line, self-service retail store with gross annual sales of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, as defined in 14 CCR Section 18982(a)(71).

“Tier One Commercial Edible Food Generator” means a commercial edible food generator that is one of the following:

- (1) Supermarket.
- (2) Grocery store with a total facility size equal to or greater than 10,000 square feet.
- (3) Food service provider.
- (4) Food distributor.
- (5) Wholesale food vendor.

“Tier Two Commercial Edible Food Generator” means a commercial edible food generator that is one of the following:

- (1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.

- (2) Hotel with an on-site food facility and 200 or more rooms.
- (3) Health facility with an on-site food facility and 100 or more beds.
- (4) Large venue.
- (5) Large event.
- (6) A state agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.
- (7) A local education agency facility with an on-site food facility.

“Uncontainerized Green Waste and Yard Waste Collection Service” or “Uncontainerized Service” means a collection service that collects green waste and yard waste that is placed in a pile or bagged for collection on the street in front of a generator’s house or place of business for collection and transport to a facility that recovers source separated organic waste, as defined in 14 CCR Section 189852(a) (75).

“Wholesale Food Vendor” means a business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, as defined in 14 CCR Section 189852(a)(76).

A new Part 10. SB 1383 compliance and Starting with Section 4.12.600 is hereby added to Chapter 4.12 of the Municipal Code to read as follows:

Part 10. SB 1383 Compliance Regulations Effective January 1, 2022 – any conflict as of the effective date with the other existing parts of the Municipal Code will be resolved in favor of this regulation

4.12.600 Residential Collection & Recycling - Mandatory Organic Waste Disposal Single-Family Generators

(a) All Single-Family Organic Waste Generators:

(1) Shall be automatically enrolled in the City’s three-container Organic Waste collection services with a minimum Source Separated Recyclable Materials service level of 35 gallons per week and with a minimum Source Separated Green Container Organic Waste service level of 35 gallons per week, approved by the Public Works Director. The City shall have the authority to change these minimum required levels of service over time. The City or its Designee shall have the right to review the number, size, and location of a generator’s containers to evaluate adequacy of capacity provided for each type of collection

service for proper separation of materials and containment of materials; and, generator shall adjust its service level for its collection services as requested by the City and/or its Designee.

(2) Shall participate in the City's three-container system for Source Separated Recyclable Materials, Source Separated Green Container organic materials, and Gray Container Waste collection services. Generator participation in the collection programs requires that generators place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; Source Separated Recyclable Materials in the Blue Container; and Gray Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container or Blue Container.

(3) Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

4.12.610 Commercial/Industrial Collections - Mandatory Organic Waste Disposal Requirement - Commercial Generators

(a) Commercial Businesses, which includes Multi Family Residential Dwellings, shall:

(1) Except Commercial Businesses that meet the Self-Hauler requirements of this Ordinance, be automatically enrolled in the City's two-container Organic Waste collection services and with a Source Separated Green Container Organic Waste service level of 65 gallons, approved by the Public Works Director. The City or its Designee shall have the authority to change the minimum required service levels over time. The Commercial Business' Source Separated Green Container Organic Waste service level must be sufficient for the amount of Source Separated Green Container Organic Waste generated by the Commercial Business. The City or its Designee shall have the right to review the number, size, and location of a generator's containers and frequency of collection to evaluate adequacy of capacity provided for each type of collection service for proper separation of materials and containment of materials; and, Commercial Business shall adjust its service level for its collection services as requested by the City.

(2) Except for Commercial Businesses that meet the Self-Hauler requirements of this Ordinance participate in and comply with the City's two-container (Green Container, and Gray Container) collection service by placing designated materials in designated containers as described below. Generator shall place Source Separated Green Container Organic Waste, including Food Waste, in the Green Container; and Gray Container and Blue Container Waste in the Gray Container. Generators shall not place materials designated for the Gray Container into the Green Container.

(3) Supply and allow access to adequate number, size, and location of collection containers with sufficient labels or colors (conforming with Section (4) (A) and (4) (B) below), for employees, contractors, tenants and customers, consistent with City's Blue Container, Green Container, and Gray Container collection service.

(4) Excluding Multi-Family Residential Dwellings, provide containers for the collection of Source Separated Green Container Organic Waste, in all indoor and outdoor areas where disposal containers are provided for customers, for materials generated by that business. Such containers do not need to be provided in restrooms. If a Commercial Business does not generate any of the materials that would be collected in one type of container, then the business does not have to provide that particular container in all areas where disposal containers are provided for customers. Pursuant to 14 CCR Section 18984.9(b), the containers provided by the business shall have either:

i. A body or lid that conforms with the container colors provided through the collection service provided by the Franchised Hauler, with either lids conforming to the color requirements or bodies conforming to the color requirements or both lids and bodies conforming to color requirements. A Commercial Business is not required to replace functional containers, including containers purchased prior to January 1, 2022, that do not comply with the requirements of the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first.

ii. Container labels that include language or graphic images or both indicating the primary material accepted and the primary materials prohibited in that container or containers with imprinted text or graphic images that indicate the primary materials accepted and primary materials prohibited in the container. Pursuant 14 CCR Section 18984.8, the container labels are required on new containers commencing January 1, 2022.

(5) Excluding Multi-Family Residential Dwellings, prohibit employees from placing materials in a container not designated for those materials per the City's Organic Waste, Non-Organic Recyclables, and non-Organic Waste collection service to the extent practical through education, training, Inspection, and/or other measures.

(6) Excluding Multi-Family Residential Dwellings, quarterly inspect and Gray Containers for contamination and inform employees if containers are contaminated and of the requirements to keep contaminants out of those containers pursuant to 14 CCR Section 18984.9(b) (3).

(7) Annually provide information to employees, contractors, tenants, and customers about Organic Waste Recovery requirements and about proper sorting of Source Separated Green Container Organic Waste.

(8) Provide education information before or within fourteen (14) days of occupation of the premises to new tenants that describes requirements to keep Source Separated Green Container Organic Waste separate from Gray Container Waste (when applicable) and the location of containers and the rules governing their use at each property.

(9) Provide or arrange access for the City or its agent to their properties during all Inspections conducted in accordance with Section 4.12.413 of this ordinance to confirm compliance with the requirements of this Ordinance.

(10) Accommodate and cooperate with City's Remote Monitoring program for Inspection of the contents of containers for Prohibited Container Contaminants, which may be implemented at a later date, to evaluate generator's compliance with these regulations. The Remote Monitoring program shall involve installation of Remote Monitoring equipment on or in the Blue Containers, Green Containers, and Gray Containers, as applicable.

(11) At Commercial Business' option and subject to any approval required from the City, implement a Remote Monitoring program for Inspection of the contents of its Blue Containers, Green Containers, and Gray Containers, as applicable, for the purpose of monitoring the contents of containers to determine appropriate levels of service and to identify Prohibited Container Contaminants. Generators may install Remote Monitoring devices on or in the Blue Containers, Green Containers, and Gray Containers, as applicable, subject to written notification to an approval by the City or its Designee.

(12) If a Commercial Business wants to self-haul, meet the Self-Hauler requirements in Section of this ordinance.

(13) Nothing in this Section prohibits a generator from preventing or reducing waste generation, managing Organic Waste on site, or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

(13) Commercial Businesses that are Tier One or Tier Two Commercial Edible Food Generators shall comply with Food Recovery requirements, pursuant to the provisions of this Code.

4.12.620 Waivers for Generators

(a) De Minimis Waivers The City may waive a Commercial Business' obligation (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the business generates below a certain amount of Organic Waste material as described in Section 4.12.542(a) (2) below. Commercial Businesses requesting a de minimis waiver shall:

(1) Submit an application specifying the services that they are requesting a waiver from and provide documentation as noted in Section 4.12.542(a)(2) below.

(2) Provide documentation that:

A. The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection is less than in a Gray Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste, or

B. The Commercial Business' total Solid Waste collection service is less than two cubic yards per week and Organic Waste subject to collection is less than in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.

C. Notify the City if circumstances change such that Commercial Business's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.

D. Provide written verification of eligibility for de minimis waiver every 5 years, if the City has approved de minimis waiver.

(b) Physical Space Waivers: The City may waive a Commercial Business' or property owner's obligations (including Multi-Family Residential Dwellings) to comply with some or all of the Organic Waste collection service requirements if the City has evidence from the hauler, licensed architect, or licensed engineer demonstrating that the premises lacks adequate space for the collection containers required for compliance with the Organic Waste collection requirements of this Section.

(1) Commercial Business or property owner may request a physical space waiver through the following process:

A. Submit an application form specifying the type(s) of collection services for which they are requesting a compliance waiver.

B. Provide documentation that the premises lacks adequate space for Green Containers including documentation from its hauler, licensed architect, or licensed engineer.

C. Provide written verification to the City that it is still eligible for physical space waiver every five years, if the City has approved application for a physical space waiver.

(2) Review and Approval of Waivers by the City

4.12.630 Requirements for Commercial Edible Food Generators

(a) Tier One Commercial Edible Food Generators must comply with the requirements of this Section 4.12.543 commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR Section 18991.3.

- (b) Large Venue or Large Event operators not providing food services, but allowing for food to be provided by others shall require Food Facilities operating at the Large Venue or Large Event to comply with the requirements of this Section, commencing January 1, 2024.
- (c) Commercial Edible Food Generators shall comply with the following requirements:
 - (1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.
 - (2) Contract with or enter into a written agreement with Food Recovery Organizations or Food Recovery Services for: (i) the collection of Edible Food for Food Recovery; or, (ii) acceptance of the Edible Food that the Commercial Edible Food Generator self-hauls to the Food Recovery Organization for Food Recovery.
 - (3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery Organization or a Food Recovery Service.
 - (4) Allow the City's designated enforcement entity or designated third party enforcement entity to access the premises and review records pursuant to 14 CCR Section 18991.4.
 - (5) Keep records that include the following information, or as otherwise specified in 14 CCR Section 18991.4:
 - A. A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR Section 18991.3(b).
 - B. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - C. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - i. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - ii. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - iii. The established frequency that food will be collected or self-hauled.

iv. The quantity of food, measured in pounds recovered per month, collected or self-hauled to a Food Recovery Service or Food Recovery Organization for Food Recovery.

- (6) No later than February 1st of each year commencing no later than February 1, 2023 for Tier One Commercial Edible Food Generators and February 1, 2025 for Tier Two Commercial Edible Food Generators, provide an annual Food Recovery report to the City that includes all records required in Section 4.12.543(c) (5) of this Ordinance. In addition, please include the amount and type of Edible Food that was not accepted by Food Recover Organizations or services for donation.

(d) Nothing in this ordinance shall be construed to limit or conflict with the protections provided by the California Good Samaritan Food Donation Act of 2017, the Federal Good Samaritan Act, or share table and school food donation guidance pursuant to Senate Bill 557 of 2017 (approved by the Governor of the State of California on September 25, 2017, which added Article 13 [commencing with Section 49580] to Chapter 9 of Part 27 of Division 4 of Title 2 of the Education Code, and to amend Section 114079 of the Health and Safety Code, relating to food safety, as amended, supplemented, superseded and replaced from time to time).

4.12.640 Requirements for food recovery organizations and services

- (a) Effective January 1, 2022, Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(1):
- (1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.
 - (2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.
 - (3) The quantity in pounds of Edible Food transported to each Food Recovery Organization per month.
 - (4) The name, address, and contact information for each Food Recovery Organization that the Food Recovery Service transport Edible Food to for Food Recovery.
- (b) Effective January 1, 2022, Food Recovery Organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR Section 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR Section 18991.5(a)(2):
- (1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.

- (2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.
 - (3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.
- (c) Food Recovery Organizations and Food Recovery Services shall inform generators about California and Federal Good Samaritan Food Donation Act protection in written communications, such as in their contract or agreement established under 14 CCR Section 18991.3(b).
- (d) Effective January 1, 2022, Food Recovery Organizations and Food Recovery Services that have their primary address physically located in the City and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR Section 18991.3(b) shall report to the City it is located in the total pounds of Edible Food recovered and the amount and type of Edible Food not accepted by Food Recovery Organizations and Food Recovery Services in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR Section 18991.3(b) no later than each February 1st.
- (e) Food Recovery Capacity Planning, effective January 1, 2022
 - (1) Food Recovery Services and Food Recovery Organizations. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the County, City, special district that provides solid waste collection services, or its designated entity, Food Recovery Services and Food Recovery Organizations operating in the City shall provide information and consultation to the City, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the City and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery Organization contacted by the City shall respond to such request for information within 60 days, unless a shorter timeframe is otherwise specified by the City.

4.12.650 General Requirements for haulers and Facility Operators

- (a) Effective January 1, 2022, Exclusive franchised hauler providing residential, commercial, or industrial Organic Waste collection services to generators within the City's boundaries shall meet the following requirements and standards as a condition of approval of a contract, agreement, or other authorization with the City to collect Organic Waste:
 - (1) Through written notice to the City annually on or before January 31st, identify the facilities to which they will transport Organic Waste including

facilities for Source Separated Recyclable Materials, Source Separated Green Container Organic Waste and Mixed Waste.

- (2) Transport Source Separated Recyclable Materials, Source Separated Green Container Organic Waste and Mixed Waste to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.
- (b) Effective January 1, 2022, Exclusive franchised hauler's authorization to collect Organic Waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement, permit, license or other agreement entered into with the City.

4.12.655 Requirements for Facility Operators and Community Composting Operations

- (a) Effective January 1, 2022, Owners of facilities, operations, and activities that recover Organic Waste, including, but not limited to, Compost facilities, in-vessel digestion facilities, and publicly-owned treatment works shall, upon the City's request, provide information regarding available and potential new or expanded capacity at their facilities, operations, and activities, including information about throughput and permitted capacity necessary for planning purposes. Entities contacted by the City shall respond within 60 days.
- (b) Effective January 1, 2022, Community Composting operators, upon the City's request, shall provide information to the City to support Organic Waste capacity planning, including, but not limited to, an estimate of the amount of Organic Waste anticipated to be handled at the Community Composting operation. Entities contacted by the City shall respond within 60 days.

4.12.660 General self-hauler requirements

- (a) Effective January 1, 2022, all Self-Haulers shall source separate all recyclable materials and Organic Waste (materials that City otherwise requires generators to separate for collection in the City's organics and recycling collection program) generated on-site from Solid Waste in a manner consistent with 14 CCR Sections 18984.1 and 18984.2, or shall haul Organic Waste to a High Diversion Organic Waste Processing Facility as specified in 14 CCR Section 18984.3.
- (b) Self-Haulers shall haul their Source Separated Recyclable Materials to a facility that recovers those materials; and haul their Source Separated Green Container Organic Waste to a Solid Waste facility, operation, activity, or property that processes or recovers Source Separated Organic Waste. Alternatively, Self-Haulers may haul Organic Waste to a High Diversion Organic Waste Processing Facility.

- (c) Self-Haulers that are Commercial Businesses (including Multi-Family Residential Dwellings) shall keep a record of the amount of Organic Waste delivered to each Solid Waste facility, operation, activity, or property that processes or recovers Organic Waste; this record shall be subject to Inspection by the City. The records shall include the following information:
 - (1) Delivery receipts and weight tickets from the entity accepting the waste.
 - (2) The amount of material in cubic yards or tons transported by the generator to each entity.
 - (3) If the material is transported to an entity that does not have scales on-site, or employs scales incapable of weighing the Self-Hauler's vehicle in a manner that allows it to determine the weight of materials received, the Self-Hauler is not required to record the weight of material but shall keep a record of the entities that received the Organic Waste.
- (d) Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in this Section to the City each quarter. The due date shall be 30 days after the end of each quarter.
- (e) A residential Organic Waste Generator that self hauls Organic Waste is not required to record or report information in this Section .

4.12.670 Construction and demolition waste recycling program effective January 1, 2022 - Threshold for covered projects

- (a) All projects within the City shall be considered covered projects and shall meet the diversion requirement and comply with all provisions of this Chapter. For the purposes of determining whether a project meets the foregoing thresholds, all phases of a project and all related projects taking place on a single or adjoining parcel, as determined by the Compliance Official, shall be deemed a single project.
- (b) All projects undertaken by the City shall be considered covered projects and shall meet the diversion requirement and comply with all provisions of this Chapter. The City or its designee shall submit a WMP to the Compliance Official prior to beginning any construction or demolition activities and shall be subject to all applicable provisions of this Chapter.
- (c) Demolition-only projects within the City shall be considered covered projects and shall comply with this Chapter.

4.12.675 Compliance with Calgreen recycling requirements effective January 1, 2022

- (a) Persons applying for a permit from the City for new construction and building additions and alternations shall comply with the requirements of this Section and all required components of the California Green Building Standards Code, 24 CCR,

Part 11, known as CALGreen, as amended, if its project is covered by the scope of CALGreen or more stringent requirements of the City. If the requirements of CALGreen are more stringent than the requirements of this Section, the CALGreen requirements shall apply.

Project applicants shall refer to City's building and/or planning code for complete CALGreen requirements.

- (b) For projects covered by CALGreen or more stringent requirements of the City, the applicants must, as a condition of the City's permit approval, comply with the following:
 - (1) Where five (5) or more Multi-Family dwelling units are constructed on a building site, provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Blue Container and Green Container materials, consistent with the three- or two-container collection program offered by the City, or comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
 - (2) New Commercial construction or additions resulting in more than 30% of the floor area shall provide readily accessible areas identified for the storage and collection of Blue Containers and Green Container materials, consistent with the three-, three-plus, or two-container collection program offered by the City, or shall comply with provision of adequate space for recycling for Multi-Family and Commercial premises pursuant to Sections 4.408.1, 4.410.2, 5.408.1, and 5.410.1 of the California Green Building Standards Code, 24 CCR, Part 11 as amended provided amended requirements are more stringent than the CALGreen requirements for adequate recycling space effective January 1, 2020.
 - (3) Comply with CALGreen requirements and applicable law related to management of C&D, including diversion of Organic Waste in C&D from disposal. Comply with the City's C&D ordinance, Section 4.13 of the City's Municipal Code, and all written and published City policies and/or administrative guidelines regarding the collection, recycling, diversion, tracking, and/or reporting of C&D.

4.12.580 Inspections and Investigations by the City

- (a) Effective January 1, 2022 City representatives and/or its designated entity, including Designees are authorized to conduct Inspections and investigations, at random or otherwise, of any collection container, collection vehicle loads, or

transfer, processing, or disposal facility for materials collected from generators, or Source Separated materials to confirm compliance with this ordinance by Organic Waste Generators, Commercial Businesses (including Multi-Family Residential Dwellings), property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws. This Section does not allow City to enter the interior of a private residential property for Inspection. For the purposes of inspecting Commercial Business containers for compliance with Section 4.12.541(b) of this ordinance, City may conduct container Inspections for Prohibited Container Contaminants using Remote Monitoring, and Commercial Businesses shall accommodate and cooperate with the Remote Monitoring pursuant to Section 4.12.541(k) of this ordinance.

- (b) Regulated entity shall provide or arrange for access during all Inspections (with the exception of residential property interiors) and shall cooperate with the City's employee or its designated entity/Designee during such Inspections and investigations. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this ordinance described herein. Failure to provide or arrange for: (i) access to an entity's premises; (ii) installation and operation of Remote Monitoring equipment; or (ii) access to records for any Inspection or investigation is a violation of this ordinance and may result in penalties described.
 - (1) Any records obtained by the City during its Inspections, Remote Monitoring, and other reviews shall be subject to the requirements and applicable disclosure exemptions of the Public Records Act as set forth in Government Code Section 6250 et seq.
 - (2) City representatives, its designated entity, and/or Designee are authorized to conduct any Inspections, Remote Monitoring, or other investigations as reasonably necessary to further the goals of this ordinance, subject to applicable laws.
 - (3) The City shall receive written complaints from persons regarding an entity that may be potentially non-compliant with SB 1383 Regulations, including receipt of anonymous complaints.
- (c) Enforcement
 - (1) Violation of any provision of this ordinance shall constitute grounds for issuance of a Notice of Violation and assessment of a fine by a City Enforcement Official or representative. Enforcement Actions under this ordinance are issuance of an administrative citation and assessment of a fine. The City's procedures on imposition of administrative fines are hereby incorporated in their entirety, as modified from time to time, and shall

govern the imposition, enforcement, collection, and review of administrative citations issued to enforce this ordinance and any rule or regulation adopted pursuant to this ordinance, except as otherwise indicated in this ordinance.

- (2) Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. The City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. The City may choose to delay court action until such time as a sufficiently large number of violations, or cumulative size of violations exist such that court action is a reasonable use of City staff and resources.

(3) Responsible Entity for Enforcement

- i. Enforcement pursuant to this ordinance may be undertaken by the City's Enforcement Official, which may be the city manager or their designated entity, legal counsel, or combination thereof.

- ii. Enforcement may also be undertaken by a Regional or County Agency Enforcement Official, designated by the City, in consultation with the City Enforcement Official.

- A City Enforcement Official(s) will interpret ordinance; determine the applicability of waivers, if violation(s) have occurred; implement Enforcement Actions; and, determine if compliance standards are met.

- B City Enforcement Official(s) may issue Notices of Violation(s).

(4) Process for Enforcement

- i. City Enforcement Officials and/or their Designee will monitor compliance with the ordinance randomly and through Compliance Reviews, Route Reviews, investigation of complaints, and an Inspection program (that may include Remote Monitoring). Section 4.12.414 establishes City's right to conduct Inspections and investigations.

- ii. The City may issue an official notification to notify regulated entities of its obligations under the ordinance.

- iii. For Jurisdictions assessing contamination processing fees/penalties. For incidences of Prohibited Container Contaminants found in containers, the City and/or Designee will issue a Notice of Violation to any generator found to have Prohibited Container Contaminants in a container. Such notice will be provided via a cart tag or other communication immediately upon identification of the Prohibited Container Contaminants or within 14 days

after determining that a violation has occurred. If the City and/or their Designee observes Prohibited Container Contaminants in a generator's containers on more than three (3) consecutive occasion(s), the City and/or their Designee may assess contamination processing fees or contamination penalties on the generator.

iv. With the exception of violations of generator contamination of container contents addressed under Section 4.12.414(d) (3), the City and/or their Designee shall issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.

v. Absent compliance by the respondent within the deadline set forth in the Notice of Violation, the Code Enforcement Official(s) and/or their Designee shall commence an action to impose penalties, via an administrative citation and fine, pursuant to the City's Municipal Code Section 1.12.050. These requirements are also contained in Section 6.9-114(k), Table 1, List of Violations.

Notices shall be sent to "owner" at the official address of the owner maintained by the tax collector for the City or if no such address is available, to the owner at the address of the dwelling or Commercial property or to the party responsible for paying for the collection services, depending upon available information

(5) Penalty Amounts for Types of Violations

The penalty levels are as follows:

- i. For a first violation, the amount of the base penalty shall not exceed \$100 per violation.
- ii. For a second violation, the amount of the base penalty shall not exceed \$200 per violation.
- iii. For a third or subsequent violation, the amount of the base penalty shall not exceed \$500 per violation.

(6) Factors Considered in Determining Penalty Amount

- i. The nature, circumstances, and severity of the violation(s).
- ii. The violator's ability to pay.
- iii. The willfulness of the violator's misconduct.
- iv. Whether the violator took measures to avoid or mitigate violations of this chapter.

- v. Evidence of any economic benefit resulting from the violation(s).
- vi The deterrent effect of the penalty on the violator.
- vii. Whether the violation(s) were due to conditions outside the control of the violator.

(7) Compliance Deadline Extension Considerations

The City may extend the compliance deadlines set forth in a Notice of Violation issued in accordance with Section 6.9-114 if it finds that there are extenuating circumstances beyond the control of the respondent that make compliance within the deadlines impracticable, including the following:

- i. Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- ii. Delays in obtaining discretionary permits or other government agency approvals; or,
- iii. Deficiencies in Organic Waste recycling infrastructure or Edible Food Recovery capacity and the City is under a corrective action plan with CalRecycle pursuant to 14 CCR Section 18996.2 due to those deficiencies.

(8) Appeals Process

Persons receiving an administrative citation containing a penalty for an uncorrected violation may request a hearing to appeal the citation. A hearing will be held only if it is requested within the time prescribed and consistent with the City's procedures in the City's codes for appeals of administrative citations. Evidence may be presented at the hearing. The City will appoint a hearing officer who shall conduct the hearing and issue a final written order.

(9) Education Period for Non-Compliance

Beginning January 1, 2022 and through December 31, 2023, The City will conduct Inspections, Remote Monitoring, Route Reviews or waste evaluations, and Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if the City determines that Organic Waste Generator, Self-Hauler, Hauler, Tier One Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance, it shall provide educational materials to the entity describing its obligations under this ordinance and a notice that compliance is required by January 1, 2022, and that violations may be subject to administrative civil penalties starting on January 1, 2024.

(10) Civil Penalties for Non-Compliance

Beginning January 1, 2024, if the City determines that an Organic Waste Generator, Self-Hauler, Hauler, Tier One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, Food Recovery Service, or other entity is not in compliance with this ordinance, it shall document the noncompliance or violation, issue a Notice of Violation, and take Enforcement Action pursuant to 4.12.414, as needed.

Section 3. CEQA Findings.

The City Council finds that this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines, as it is not a “project” and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (Cal. Code Regs., tit.14, § 15378, subd. (a).) Further, this Ordinance is exempt from CEQA as there is no possibility that it or its implementation would have a significant negative effect on the environment. (Cal. Code Regs., tit.14, § 15061, subd. (b)(3).)

Section 4. Clerical Errors.

The City Council directs the City Clerk to correct any clerical errors found in this Ordinance including, but not limited to, typographical errors, irregular numbering and incorrect section references.

Section 5. Severability.

Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid, unenforceable, or unconstitutional.

Section 6. Effective Date.

In accordance with California Government Code section 36937, this Ordinance shall take effect and be in force thirty (30) days from passage and adoption.

Section 7. Publication.

The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this ordinance to be published and posted as required by law.

PASSED, APPROVED AND ADOPTED this 28th day of September, 2021, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: September 28, 2021

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: SECOND READING OF AN ORDINANCE AMENDING CHAPTER 2.20 OF TITLE 2 OF THE LA PUENTE MUNICIPAL CODE TO INCLUDE PROCUREMENT REQUIREMENTS OF RECOVERED ORGANIC WASTE PRODUCTS

BACKGROUND

Beginning January 1, 2022, SB 1383 requires cities and counties to procure annually a quantity of recovered organic waste products. These procurement requirements will strengthen California's green and self-sustaining economy.

It is the policy of the City of La Puente (City), applicable to all departments and divisions, to incorporate environmental considerations including recycled-content and recovered Organic Waste product use into purchasing practices and procurement. This Recovered Organic Waste Product Procurement Policy (Policy) will help the City of La Puente to:

- Protect and conserve natural resources, water, and energy;
- Minimize the City's contribution to climate change, pollution, and solid waste disposal; and,
- Comply with State requirements as contained to procure a specified amount of Recovered Organic Waste Products to support Organic Waste disposal reduction targets and markets for products made from recycled and recovered Organic Waste materials, and to purchase Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper.

At its meeting of September 14, 2021 the City Council introduced Ordinance no. 21-977 amending Chapter 2.20 of Title 2 of the La Puente Municipal Code to include procurement requirements of recovered organic waste products.

DISCUSSION

Organic Waste Product Procurement:

In order to create a market demand for finished products derived from organics discards, SB 1383 prescribes that beginning January 1, 2022, each jurisdiction shall be responsible for the purchase of a certain quantity of finished product (compost, mulch, renewable natural gas, and/or electricity from biomass and recycled-content paper. The annual procurement requirement set in the SB 1383 regulation is 0.08 tons of organic waste per resident. If a jurisdiction is already procuring recovered organic waste products that meet the requirements outlined in 14 CCR Section 18993.1, these can count towards a jurisdiction's procurement target. Each year CalRecycle will provide notice to the City of its Annual Recovered Organic Waste Product Procurement Target by posting such information on CalRecycle's website and providing written notice directly to the City.

The City will use the SB 1383 Procurement of Recovered Organic Waste Products Calculator Tool to calculate the procurement target and the qualities of recovered organic waste products. This will ensure that the City will meet the procurement target and will record detailed information on the products procured during the year.

The City can fulfill its target by procuring any combination of the following recovered organic waste products:

- Compost;
- Mulch; and
- Renewable Energy (Transportation Fuel, Heat, and Electricity) from Anaerobic Digestion and Electricity from Biomass Conversion.

Compost and mulch provide many direct and indirect benefits when used in landscaping and as a component of systems and treatments designed for:

- Carbon sequestration;
- Soil water retention;
- Erosion control;
- Fire remediation;
- Storm water management;
- Agriculture and rangelands; and
- Other uses.

Organic waste can be recycled at an anaerobic digestion facility, to produce renewable natural gas for transportation fuel, electricity, or heating applications, or at a biomass conversion facility, to produce electricity. Jurisdictions can use these recycled organics products to power:

- Vehicles, refuse fleets, or buses;
- Buildings and schools;
- Organic waste recycling infrastructure; and
- Any other energy needs.

City Departments that make paper purchases will be required to purchase and keep purchase records for paper products that:

- Contain postconsumer recycled content; and
- Are recyclable.

There's so much paper present in the solid waste disposal stream, the procurement of recycled-content and recyclable paper will grow demand for these products and support recycling to help meet the following organic waste diversion goals of SB 1383:

- All paper purchases must contain 30 percent postconsumer recycled content, when available at no greater cost than nonrecycled products;
- Products must be recyclable as defined by FTC "Green Guides" ([16 CFR 260.12](#)); and
- Jurisdictions must require vendors to certify postconsumer content and recyclability claims.

FISCAL IMPACT

Approval of this recommended action will likely result in adverse fiscal impact due to the requirements of unfunded State mandates taking effect in 2022. The procurement provisions will also likely increase cost of goods obtained by the City.

RECOMMENDATION

It is recommended that the City Council adopt Ordinance No 21-977, an Ordinance of the City of La Puente amending Chapter 2.20 of Title 2 (Administration) of the La Puente Municipal Code to include procurement requirements of recovered organic waste products.

ATTACHMENTS

Attachment A: Ordinance No. 21-977

ORDINANCE NO. 21-977

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE, CALIFORNIA, AMENDING CHAPTER
2.20 OF TITLE 2 OF THE CITY'S MUNICIPAL CODE
RELATING TO THE ORGANIC WASTE PROCUREMENT
POLICY IN COMPLIANCE WITH SB 1383**

WHEREAS, the City of La Puente is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, effective January 1, 2022, regulations to meet statewide organics reduction and food recovery requirements will take into effect; and

WHEREAS, effective January 1, 2022, enforcement provisions, including penalties for noncompliance, will take into effect; and

WHEREAS, this Ordinance implements the requirements of SB 1383 Organic Waste Procurement Regulations.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA PUENTE
HEREBY ORDAINS AS FOLLOWS:**

Section 1. Findings.

The City Council finds that the above Recitals are true and correct and are incorporated herein by reference.

Section 2. La Puente Municipal Code Section Amendments.

Section 2.20.010 is hereby repealed and replaced in its entirety to read as follows:

2.20.010 Purpose.

The purpose of this chapter is to establish efficient policies and procedures for the purchase of goods, services, equipment, to clearly define authority for city purchases, and to assure the quality of purchases.

Furthermore, it is the policy of the City of La Puente (City), applicable to all departments and divisions, to incorporate environmental considerations including recycled-content and recovered Organic Waste product use into purchasing practices and procurement. This Policy shall go into effect January 1, 2022 and remain in full force and effect until revised or repealed.

This Recovered Organic Waste Product Procurement Policy (Policy) will help the City to protect and conserve natural resources, water, and energy; minimize the City's contribution to climate

change, pollution, and solid waste disposal; and comply with State requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383 procurement regulations) to procure a specified amount of Recovered Organic Waste Products to support Organic Waste disposal reduction targets and markets for products made from recycled and recovered Organic Waste materials, and to purchase Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper.

Section 2.20.020 of the Municipal Code, Definitions, is amended incorporating and adding, the following definitions to be inserted into existing text in alphabetical order:

“Annual Recovered Organic Waste Product Procurement Target” means the amount of Organic Waste in the form of a Recovered Organic Waste Product that the City is required to procure annually under 14 CCR Section 18993.1. This target shall be calculated by multiplying the per capita procurement target, which shall be 0.08 tons of Organic Waste per California resident per year, times the City’s residential population using the most recent annual data reported by the California Department of Finance. Annually, CalRecycle will provide notice to each City of its Annual Recovered Organic Waste Product Procurement Target by posting such information on CalRecycle’s website and providing written notice directly to the City.

“City” means the City of La Puente

“Compost” means the product resulting from the controlled biological decomposition of organic solid wastes that are source separated from the municipal solid waste stream or which are separated at a centralized facility or as otherwise defined in 14 CCR Section 17896.2(a)(4). Compost eligible for meeting the Annual Recovered Organic Waste Product Procurement Target must be produced at a compostable material handling operation or facility permitted or authorized under 14 CCR Chapter 3.1 of Division 7 or produced at a large volume in-vessel digestion facility that composts on-site as defined and permitted under 14 CCR Chapter 3.2 of Division 7. Compost shall meet the State’s composting operations regulatory requirements.

“Direct Service Provider” means a person, company, agency, district, or other entity that provides a service or services to the City pursuant to a contract or other written agreement or as otherwise defined in 14 CCR Section 18982(a)(17).

“Electricity Procured from Biomass Conversion” means electricity generated from biomass facilities that convert recovered organic waste, such as wood and prunings from the municipal stream, into electricity. Electricity procured from a biomass conversion facility may only count toward the City’s Annual Recovered Organic Waste Product Procurement Target if the facility receives feedstock directly from certain permitted or authorized compostable material handling operations or facilities, transfer/processing operations or facilities, or landfills, as described in 14 CCR Section 18993.1(i).

“Organic Waste” means solid wastes containing material originated from living organisms and their metabolic waste products including, but not limited to, food, green material, landscape and

pruning waste, organic textiles and carpets, lumber, wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges, or as otherwise defined in 14 CCR Section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR Section 18982(a)(4) and 14 CCR Section 18982(a)(16.5), respectively.

“Paper Products” include, but are not limited to, paper janitorial supplies, cartons, wrapping, packaging, file folders, hanging files, corrugated boxes, tissue, and toweling; or as otherwise defined in 14 CCR Section 18982(a)(51).

“Printing and Writing Papers” include, but are not limited to, copy, xerographic, watermark, cotton fiber, offset, forms, computer printout paper, white wove envelopes, manila envelopes, book paper, note pads, writing tablets, newsprint, and other uncoated writing papers, posters, index cards, calendars, brochures, reports, magazines, and publications; or as otherwise defined in 14 CCR Section 18982(a)(54).

“Procurement of Recovered Organic Waste Products” shall mean purchase or acquisition (e.g., free delivery or free distribution from a hauler or other entity via a written agreement or contract), and end use by the City or others. The City’s Annual Recovered Organic Waste Product Procurement Target can be fulfilled directly by the City or by Direct Service Providers through written contracts or agreements for Procurement of Recovered Organic Waste Products at the City’s behest.

“Publicly-Owned Treatment Works” or “POTW” has the same meaning as in Section 403.3(r) of Title 40 of the Code of Federal Regulations.

“Recovered Organic Waste Products” means products made from California, landfill-diverted recovered organic waste processed at a permitted or otherwise authorized operation or facility, or as otherwise defined in 14 CCR Section 18982(a)(60). Products that can be used to meet the Annual Recovered Organic Waste Product Procurement Target shall include Compost, SB 1383 Eligible Mulch, Renewable Gas from an in-vessel digestion facility, and Electricity Procured from Biomass Conversion as described herein and provided that such products meet requirements of 14 CCR, Division 7, Chapter 12, Article 12.

“Recordkeeping Designee” means the public employee appointed by the City Manager or their designee to track procurement and maintain records of Recovered Organic Waste Product procurement efforts both by the City and others, if applicable, as required by 14 CCR, Division 7, Chapter 12, Articles 12 and 13.

"Recyclability" means that the Paper Products and Printing and Writing Paper offered or sold to the City are eligible to be labeled with an unqualified recyclable label as defined in 16 Code of Federal Regulations Section 260.12 (2013).

“Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper” means such products that consist of at least thirty percent (30%), by fiber weight,

postconsumer fiber, consistent with the requirements of Sections 22150 to 22154 and Sections 12200 and 12209 of the Public Contract Code, and as amended.

“Renewable Gas” means gas derived from organic waste that has been diverted from a landfill and processed at an in-vessel digestion facility that is permitted or otherwise authorized by 14 CCR to recover organic waste, or as otherwise defined in 14 CCR Section 18982(a)(62).

“SB 1383” means Senate Bill 1383 of 2016 approved by the Governor on September 19, 2016, which added Sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of Division 30 of the Public Resources Code, establishing methane emissions reduction targets in a statewide effort to reduce emissions of short-lived climate pollutants, as amended, supplemented, superseded, and replaced from time to time.

“SB 1383 Regulations” or “SB 1383 Regulatory” means or refers to, for the purposes of this policy, the Short-Lived Climate Pollutants (SLCP): Organic Waste Reductions regulations developed by CalRecycle and adopted in 2020 that created Chapter 12 of 14 CCR, Division 7 and amended portions of regulations of 14 CCR and 27 CCR.

“SB 1383 Eligible Mulch” means mulch eligible to meet the Annual Recovered Organic Waste Product Procurement Target, pursuant to 14 CCR Chapter 12 of Division 7. This SB 1383 Eligible Mulch shall meet the following conditions for the duration of the applicable procurement compliance year, as specified by 14 CCR Section 18993.1(f)(4):

1. Produced at one of the following facilities:
 - i. A compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), that is permitted or authorized under 14 CCR Division 7, other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10);
 - ii. A transfer/processing facility or transfer/processing operation as defined in 14 CCR Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR Division 7; or,
 - iii. A solid waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under 27 CCR Division 2.
2. Meet or exceed the physical contamination, maximum metal concentration, and pathogen density standards for land application specified in 14 CCR Sections 17852 (a) (24.5) (A) 1 through 3.

“State” means the State of California.

Section 2.20.110 is hereby repealed and replaced in its entirety to read as follows:

2.20.110 Recovered organic waste procurement

a. Procurement Target

1. The City will annually procure for use or giveaway a quantity of Recovered Organic Waste Products that meets or exceeds its Annual Recovered Organic Waste Product Procurement Target through the implementation of Sections C through E of this Policy.
2. To be eligible to meet the Annual Recovered Organic Waste Product Procurement Target, products that may be procured include the following (provided that each product meets the criteria included in their respective definition in Section B of this Policy):
 - i. SB 1383 eligible Compost (as defined in Section B.3).
 - ii. SB 1383 Eligible Mulch (as defined in Section B.18).
 - iii. Renewable Gas (in the form of transportation fuel, electricity, or heat) (as defined in Section B.15).
 - iv. Electricity Procured from Biomass Conversion (as defined in Section B.5).

b. Requirements for City Departments

1. Compost and SB 1383 Eligible Mulch procurement. Divisions and departments responsible for landscaping maintenance, renovation, or construction shall:
 - i. Use Compost and SB 1383 Eligible Mulch produced from recovered Organic Waste, as defined in Section B.3 and B.18 of this Policy, for landscaping maintenance, renovation, or construction, as practicable, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 Eligible Mulch used for land application must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Section 17852 (a)(24.5)(A)(1) through (3).

- ii. When the City uses Compost and SB 1383 Eligible Mulch and the applications are subject to the City's Water Efficient Landscaping Ordinance (WELO), comply with one of the following, whichever is more stringent, (i) the City's WELO, if more stringent than the State's Model Water Efficient Landscape Ordinance (MWELO), or (ii) Sections 492.6 (a)(3)(B), (C), (D), and (G) of the State's Model Water Efficient Landscape Ordinance, Title 23, Division 2, Chapter 2.7 of the CCR, as amended September 15, 2015, which requires the submittal of a landscape design plan with a "Soil Preparation, Mulch, and Amendments Section" to include the following:
 - iii. For landscape installations, Compost at a rate of a minimum of 4 cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.
 - iv. Apply a minimum three- (3-) inch layer of mulch on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife, leave up to five percent (5%) of the landscape area without mulch. Designated insect habitat must be included in the landscape design plan as such.
 - v. Procure organic mulch materials made from recycled or post-consumer materials rather than inorganic materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local Fuel Modification Plan Guidelines or other applicable local ordinances.
 - vi. For all mulch that is land applied, procure SB 1383 Eligible Mulch that meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).
- c. **Keep records, including invoices or proof of Recovered Organic Waste Product procurement (either through purchase or acquisition), and submit records to the Recordkeeping Designee, on a schedule to be determined by Recordkeeping Designee. Records shall include:**
 - 1. General procurement records, including:

- i. General description of how and where the product was used and applied, if applicable;
 - ii. Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the Recovered Organic Waste Products were procured;
 - iii. Type of product;
 - iv. Quantity of each product; and,
 - v. Invoice or other record demonstrating purchase or procurement.
 - 2. For Compost and SB 1383 Eligible Mulch provided to residents through giveaway events or other types of distribution methods, keep records of the Compost and SB 1383 Eligible Mulch provided to residents. Records shall be maintained and submitted to the Recordkeeping Designee in accordance with the requirements specified in Section C-2 1.c
 - 3. For procurement of SB 1383 Eligible Mulch, maintain an updated copy of the ordinance or enforceable mechanism(s) requiring that the mulch procured by the City or Direct Service Provider meets the land application standards specified in 14 CCR Section 18993.1, as it may be amended from time to time.
- d. When Procurement of Recovered Organic Waste Products occurs through a Direct Service Provider, enter into a written contract or agreement or execute a purchase order with enforceable provisions that includes: (i) definitions and specifications for SB 1383 Eligible Mulch, Compost, Renewable Gas, and/or Electricity Procured from Biomass Conversion; and, (ii) an enforcement mechanism (e.g., termination, liquidated damages) in the event the Direct Service Provider is not compliant with the requirements.**
- i. Renewable Gas procurement (used for fuel for transportation, electricity, or heating applications). For Renewable Gas procurement, the City shall:
 - ii. Procure Renewable Gas made from recovered Organic Waste for transportation fuel, electricity, and heating applications to the degree that it is appropriate and available for the City and to help meet the Annual Recovered Organic

Waste Product Procurement Target, which requires compliance with criteria specified in 14 CCR Section 18993.1.

4. Keep records in the same manner indicated in Section C-2 1.c for the amount of Renewable Gas procured and used by the City, including the general procurement record information specified in Section C-2 1.c.1, and submit records to the Recordkeeping Designee on a quarterly schedule. The quarterly schedule shall be as follows: Renewable Gas records are to be provided to the Recordkeeping Designee by April 15 for January 1 through March 31, July 15 for April 1 through June 30, October 15 for July 1 through September 30, and January 15 for October 1 through December 31. The City shall additionally obtain the documentation and submit records specified in Section C-2 2.c below, if applicable.
5. If the City procures Renewable Gas from a POTW,
 - i. Annually verify that the Renewable Gas from the POTW complies with the requirements specified in 14 CCR Section 18993.1(h), including, but not limited to the exclusion in 14 CCR Section 17896.6(a)(1) and the items listed in this Section C-2 2.c.
 - ii. Annually receive a record from the POTW documenting the tons of Organic Waste received by the POTW from: (i) a compostable material handling operation or facility as defined in 14 CCR Section 17852(a)(12), other than a chipping and grinding operation or facility as defined in 14 CCR Section 17852(a)(10), that is permitted or authorized under 14 CCR Division 7; (ii) transfer/processing facility or transfer/processing operation as defined in 14 CCR Sections 17402(a)(30) and (31), respectively, that is permitted or authorized under 14 CCR Division 7; or (iii) a solid waste landfill as defined in Public Resources Code Section 40195.1 that is permitted under 27 CCR Division 2.
 - iii. Annually receive documentation from the POTW of the percentage of biosolids that the POTW produced and transported to activities that constitute landfill disposal in order to demonstrate that the POTW transported less than twenty-five percent (25%) of the biosolids it produced to activities that constitute landfill disposal. For the purposes of this Policy, landfill disposal is defined pursuant to 14 CCR Section 18983.1(a) and includes final disposition at a landfill; use of material as alternative daily cover or alternative intermediate cover at a landfill, and other dispositions not listed in 14 CCR

Section 18983.1(b). Alternative daily cover or alternative intermediate cover are defined in 27 CCR Sections 20690 and 20700, respectively.

- iv. Annually receive documentation that the POTW receives vehicle-transported solid waste that is an anaerobically digestible material for the purpose of anaerobic co-digestion with POTW treatment plant wastewater to demonstrate that the POTW meets the requirement of 14 CCR Section 18993.1(h) (2).
- v. The City shall submit these records to the Recordkeeping Designee on an annual basis, not to exceed 20 days (20) days from receipt of notification from the POTW.

e. Electricity Procured from Biomass Conversion. For Electricity Procured from Biomass Conversion, the City shall:

- i. Procure electricity from a biomass conversion facility that receives feedstock from a composting facility, transfer/ processing facility, a solid waste landfill, and/or receives feedstock from the generator or employees on behalf of the generator of the Organic Waste and to the degree that it is available and practicable for the City and to help meet the Annual Recovered Organic Waste Product Procurement Target, which requires compliance with criteria specified in 14 CCR Section 18993.1.
- ii. Maintain records and conduct the following recordkeeping activities:
 - A. Keep records in the same manner indicated in Section C-2 1.c. of this Policy for the amount of Electricity Procured from Biomass Conversion facilities, including the general procurement record information specified in Section C-2 1.c.1.
 - B. Receive written notification by an authorized representative of the biomass conversion facility certifying that biomass feedstock was received from a permitted solid waste facility identified in 14 CCR Section 18993.1(i).
 - C. Provide these records to the Recordkeeping Designee.

f. Requirements for Direct Service Providers

1. Direct Service Providers of landscaping maintenance, renovation, and construction shall:
 - i. Use Compost and SB 1383 Eligible Mulch, as practicable, produced from recovered Organic Waste, as defined in Section B.2 and B.18 of this Policy, for all landscaping renovations, construction, or maintenance performed for the City, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 Eligible Mulch used for land application shall comply with 14 CCR, Division 7, Chapter 12, Article 12 and must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Section 17852 (a) (24.5) (A)(1) through (3).
 - ii. If Direct Service Provider is subject to the City's WELO, comply with one of the following, whichever is more stringent: (i) the locally-adopted WELO that is more stringent than the State's MWELO, or (ii) Sections 492.6 (a)(3)(B), (C), (D), and (G) of the State's MWELO, Title 23, Division 2, Chapter 2.7 of the CCR, as amended September 15, 2015, which requires the submittal of a landscape design plan with a "Soil Preparation, Mulch, and Amendments Section" to include the following:
 - A. For landscape installations, Compost at a rate of a minimum of 4 cubic yards per 1,000 square feet of permeable area shall be incorporated to a depth of six (6) inches into the soil. Soils with greater than six percent (6%) organic matter in the top six (6) inches of soil are exempt from adding Compost and tilling.
 - B. Apply a minimum three- (3-) inch layer of mulch on all exposed soil surfaces of planting areas except in turf areas, creeping or rooting groundcovers, or direct seeding applications where mulch is contraindicated. To provide habitat for beneficial insects and other wildlife, leave up to five percent (5%) of the landscape area without mulch. Designated insect habitat must be included in the landscape design plan as such.
 - C. Procure organic mulch materials made from recycled or post-consumer materials rather than inorganic

materials or virgin forest products unless the recycled post-consumer organic products are not locally available. Organic mulches are not required where prohibited by local Fuel Modification Plan Guidelines or other applicable local ordinances.

- D. For all mulch that is land applied, procure SB 1383 Eligible Mulch that meets or exceeds the physical contamination, maximum metal concentration, and pathogen density standards for land applications specified in 14 CCR Section 17852(a)(24.5)(A)(1) through (3).

g. Keep and provide records of Procurement of Recovered Organic Waste Products (either through purchase or acquisition) to Recordkeeping Designee, on a schedule to be determined by Recordkeeping Designee. Information to be provided shall include:

1. General description of how and where the product was used and if applicable, applied;
2. Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the Recovered Organic Waste Products were procured;
3. Type of product;
4. Quantity of each product; and,
5. Invoice or other record demonstrating purchase or procurement.

h. Direct Service Provider of Organic Waste collection services shall:

1. Provide a specified quantity of Compost or SB 1383 Eligible Mulch to the City and its customers via periodic “giveaways” as specified in a franchise agreement or other agreement.
2. Keep and provide records to the City including the following:
 - i. Dates provided
 - ii. Source of product including name, physical location and contact information for each entity, operation or facility from whom the Recovered Organic Waste Products were procured;

- iii. Type of product;
- iv. Quantity provided; and,
- v. Invoice or other record or documentation demonstrating purchase, procurement, or transfer of material to giveaway location.

i. Renewable Gas procurement by Direct Service Providers

- 1. If Renewable Gas made from recovered Organic Waste is used by Direct Service Providers, Direct Service Providers shall submit information listed in Section C-3 2.b.1-5 on a schedule to be determined by the City, but not less than annually to the Recordkeeping Designee.
- 2. Renewable Gas used by Direct Service Providers under Sections C-3 A and C-3 B shall comply with criteria specified in 14 CCR Section 18993.1.

Section 2.20.115 is added to Chapter 2.20 to read as follows:

2.2.115 Recycled Content Paper Procurement

a. Requirements for City Departments

(1). Comparable or more favorable pricing: If fitness and quality of Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper are equal to that of non-recycled items, all departments and divisions of the City shall purchase Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, whenever available at the same or a lesser total cost than non-recycled items, consistent with the requirements of the Public Contracts Code, Sections 22150 through 22154 and Sections 12200 and 12209, as amended.

(2). All Paper Products and Printing and Writing Paper shall be eligible to be labeled with an unqualified recyclable label as defined in Title 16 Code of Federal Regulations Section 260.12 (2013).

(3). Provide records to the Recordkeeping Designee of all Paper Products and Printing and Writing Paper purchases within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by a division or department or employee of the City. Records shall include a copy of the invoice or other documentation of purchase, written certifications as required in Section D.2 1.a-d for recycled-content purchases, vendor name, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-Recycled-Content Paper Products and/or non-Recycled-Content Printing and Writing

Paper are provided, include a description of why Recycled-Content Paper Products and/or Recycled-Content Printing and Writing Paper were not provided.

b. Requirements for Vendors

1. All vendors that provide Paper Products (including janitorial Paper Products) and Printing and Writing Paper to the City shall:
 - i. Provide Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, if fitness and quality are equal to that of non-recycled item and available at equal or lesser price.
 - ii. Only provide Paper Products and Printing and Writing Papers that meet Federal Trade Commission Recyclability standard as defined in Title 16 Code of Federal Regulations Section 260.12 (2013).
 - iii. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the Paper Products and Printing and Writing Paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the Paper Products, Printing and Writing Paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
 - iv. Certify in writing, under penalty of perjury, that the Paper Products and Printing and Writing Paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in Title 16 Code of Federal Regulations Section 260.12 (2013).
 - v. Provide records to the Recordkeeping Designee of all Paper Products and Printing and Writing Paper purchased from the vendor within thirty (30) days of the purchase (both recycled-content and non-recycled content, if any is purchased) made by a division or department or employee of the City. Records shall include a copy of the invoice or other documentation of purchase, written certifications as required in Section D-2 1.a-d for recycled-content purchases, purchaser name, quantity purchased, date purchased, and recycled content (including products that contain none), and if non-Recycled-Content Paper Products and/or non- Recycled-Content Printing and Writing

Paper are provided, include a description of why Recycled-Content Paper Products and/or Recycled-Content Printing and Writing Paper were not provided.

2. All vendors providing printing services to the City via a printing contract or written agreement, shall use Printing and Writing Paper that consists of at least thirty percent (30%), by fiber weight, postconsumer fiber, or as amended by Public Contract Code Section 12209.

Section 2.20.130 is added to Chapter 2.20 to read as follows:

2.20.130 Record keeping requirements for Recovered Organic Waste and Recycled Paper products

(a) The Administrative Services Department will be the responsible department and will select an employee to act as the Recordkeeping Designee that will be responsible for obtaining records pertaining to Procurement of Recovered Organic Waste Products and Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper.

(b) The Recordkeeping Designee will do the following to track Procurement of Recovered Organic Waste Products, Recycled-Content Paper Products, and Recycled-Content Printing and Writing Paper:

- (1) Collect and collate copies of invoices or receipts (paper or electronic) or other proof of purchase that describe the procurement of Printing and Writing Paper and Paper Products, including the volume and type of all paper purchases; and, copies of certifications and other required verifications from all departments and/or divisions procuring Paper Products and Printing and Writing Paper (whether or not they contain recycled content) and/or from the vendors providing Printing and Writing Paper and Paper Products. These records must be kept as part of City's documentation of its compliance with 14 CCR Section 18993.3.

- (2) Collect and collate copies of invoices or receipts or documentation evidencing procurement from all departments and divisions procuring Recovered Organic Waste Products and invoices or similar records from vendors/contractors/others procuring Recovered Organic Waste Products on behalf of the City to develop evidence of the City meeting its Annual Recovered Organic Waste Product Procurement Target. These records must be kept as part of the City's documentation of its compliance with 14 CCR Section 18993.1.

- (3) Collect, collate, and maintain documentation submitted by the City, Direct Service Providers, and/or vendors, including the information

reported to the Recordkeeping Designee in accordance with Sections C-2 1.c, C-2 2.b, C-2 3.b, C-3 1.c, C-3 2.b, C-3 3.a, D-1 3, and D-2 1.e.

(4) Compile an annual report on the City's direct procurement, and vendor/other procurement on behalf of the City, of Recovered Organic Waste Products, Recycled-Content Paper Products, and Recycled-Content Printing and Writing Paper, consistent with the recordkeeping requirements contained in 14 CCR Section 18993.2 for the Annual Recovered Organic Waste Product Procurement Target and 14 CCR Section 18993.4 for Recycled-Content Paper Products and Recycled-Content Printing and Writing Paper procurement. This report shall be made available to the City's responsible entity for compiling the annual report to be submitted to CalRecycle (which will include a description of compliance on many other SB 1383 regulatory requirements) pursuant to 14 CCR Division 7, Chapter 12, Article 13. The procurement report shall also be shared with Council annually as evidence of implementing this Policy.

Section 3. CEQA Findings.

The City Council finds that this Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines, as it is not a "project" and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (Cal. Code Regs., tit.14, § 15378, subd. (a).) Further, this Ordinance is exempt from CEQA as there is no possibility that it or its implementation would have a significant negative effect on the environment. (Cal. Code Regs., tit.14, § 15061, subd. (b)(3).)

Section 4. Clerical Errors.

The City Council directs the City Clerk to correct any clerical errors found in this Ordinance including, but not limited to, typographical errors, irregular numbering and incorrect section references.

Section 5. Severability.

Should any section, subsection, clause, or provision of this Ordinance for any reason be held to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the validity or constitutionality of the remaining portions of this Ordinance; it being hereby expressly declared that this Ordinance, and each section, subsection, sentence, clause, and phrase hereof would have been prepared, proposed, approved, and ratified irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid, unenforceable, or unconstitutional.

Section 6. Effective Date.

In accordance with California Government Code section 36937, this Ordinance shall take effect and be in force thirty (30) days from passage and adoption.

Section 7. Publication.

The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause this ordinance to be published and posted as required by law.

PASSED, APPROVED AND ADOPTED this 28th day of September, 2021, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk

City of La Puente AGENDA REPORT



To: Mayor and City Council For meeting of: September 28, 2021

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director
William C. Pagett, City Engineer

SUBJECT: CONSIDERATION OF A RESOLUTION ADOPTING THE 2021 EDITION
OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS
CONSTRUCTION

BACKGROUND

At the City Council meeting of May 8, 2018, the City Council adopted Resolution No. 18-5416 adopting the 2018 Edition of the Standard Specifications for Public Works Construction. The City of La Puente utilizes the Standard Specifications for Public Works Construction for uniform specifications governing public works construction performed in the City.

The Standard Specifications for Public Works Construction and Standard Drawings are periodically updated to meet current engineering and construction practices and need to be adopted by the City on a regular basis. These public works standards are commonly referred to as the "Greenbook".

DISCUSSION

The Greenbook provides uniformity of standards to minimize conflict and confusion in public works construction and tends to lower construction costs for future public works projects through competitive bidding by private contractors. The City has adopted previous editions of the Standard Specifications and Standard Drawings for Public Works Construction.

A new version of the Standard Specifications for Public Works Construction has now been revised for 2021 for Public Works Construction.

FISCAL IMPACT

There is no fiscal impact associated with the adoption of this resolution.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 21-5660 adopting the 2021 Edition of the Standard Specifications for Public Works Construction.

ATTACHMENTS

Attachment “A”: Resolution No. 21-5660

RESOLUTION NO. 21-5660

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA PUENTE, CALIFORNIA, ADOPTING THE 2021 EDITION
OF THE STANDARD SPECIFICATIONS FOR PUBLIC
WORKS CONSTRUCTION PROJECTS IN THE CITY**

WHEREAS, it is in the best interest of the City and contractors to have a current set of standards for construction projects in the City; and

WHEREAS, members of the Southern California Chapter of the American Public Works Association and Associated General Contractors of California, working as the Public Works Standards, Inc., have prepared the Standard Specifications for Public Works Construction, 2021 Edition; and

WHEREAS, uniformity of standards serves to minimize conflict and confusion in public works construction projects.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA PUENTE
HEREBY FINDS, DETERMINES AND RESOLVES AS FOLLOWS:**

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

SECTION 2. The City Council of the City of La Puente hereby adopts the 2021 Edition of the Standard Specifications for Public Works Construction and any and all supplements thereto, prepared by the Public Works Standards, Inc., as the official standards for public works projects in the City.

SECTION 3. The City Engineer is hereby authorized to make minor modifications, and/or additions to the Standard Specifications.

SECTION 4. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 5. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 28th day of September, 2021, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk



City of La Puente **AGENDA REPORT**

To: Mayor and City Council

For meeting of: September 28, 2021

From: Bob Lindsey, City Manager

By: Roxanne E. Lerma, Director of Community Services

SUBJECT: CONSIDERATION OF AMENDMENT NO. 2 TO THE FACILITIES USE AGREEMENT BETWEEN THE CITY OF LA PUENTE AND ST. JOSEPH SCHOOL

BACKGROUND

At its meeting of September 24, 2019, the City Council approved a Facilities Use Agreement (“Agreement”) between the City of La Puente (“City”) and St. Joseph School for the use of La Puente Park and the Community Center Parking Lot for drop off and pick up of students, physical education classes and recess.

At its meeting of September 22, 2020, the City Council approved Amendment No.1 to the Agreement to include provisions regarding the supervision of students during pick-up and drop off and to update the hours of use.

In August of 2021, Director of Community Services Roxanne Lerma, met with the new Principal of St. Joseph School, Roger Ranney to review the Agreement and Amendment No. 1 to the Agreement. At this meeting it was determined that Amendment No.2 would need to be prepared in order to update the hours of use.

DISCUSSION

In September of 2019, the City Council approved a Facilities Use Agreement that allows for the use of portions of La Puente Park and the La Puente Community Center parking lot. The purpose of the use is for school day activities including drop off and pick up of students, physical education classes, recess, and occasional use for special events.

In August of 2020, St. Joseph school completed renovations throughout the campus which included new fencing and a secondary access gate for ingress and egress to La Puente Park. At its meeting of August 25, 2020, the City Council approved the gate for pedestrian access for the students and staff of St. Joseph School going to and from the park. At this time, City Staff took the opportunity to revise the Agreement and Amendment No 1 to the Agreement was prepared. Amendment No 1 was approved at the City Council Meeting of September 22, 2020.

In August of 2021, Principal Roger Ranney requested a second amendment to the Agreement to update the school’s hours of operation. Specially, the update reflects a new school pickup time on Friday’s

changing to 11:30 a.m. to 12:30 p.m. instead of 12:30 p.m. to 1:30 p.m. as indicated in Amendment No. 1. As such, Amendment No. 2 to the Agreement has been prepared for City Council's consideration.

FISCAL IMPACT

There is no fiscal impact directly related to amending the Agreement between the City and St. Joseph School.

RECOMMENDATION

It is recommended that the City Council: (1) approve Amendment No. 2 to the Facilities Use Agreement between the City of La Puente and St. Joseph School; and (2) authorize the City Manager to execute the Amendment on behalf of the City.

ATTACHMENTS

Attachment "A": Amendment No. 2

**AMENDMENT NO. 2 TO
CITY OF LA PUENTE FACILITIES USE AGREEMENT**

This Amendment No. 2 to the Facilities Use Agreement ("Agreement") is entered into on this ____ day of September, 2021 ("Effective Date"), by and between the City of La Puente, a California municipal corporation (the "City") and St. Joseph (School) (the "School"), a non-profit organization (the "School"). The City and School are collectively referred to as "Parties."

RECITALS

WHEREAS, the City is the owner of La Puente Park ("Park") and Community Center ("Center") located at 501 and 503 N. Glendora Avenue, La Puente, California, respectively; and

WHEREAS, the School is a private school in the City that provides an education to youth from kindergarten through the eighth grade; and

WHEREAS, on or about September 24, 2019, the Parties entered into the Agreement allowing a portion of the City's Park and Center to be made available to the School to use for physical education classes, recess, and special events; and

WHEREAS, on or about September 22, 2021, the Parties entered into Amendment No. 1 to the Agreement; and

WHEREAS, the Parties desire to amend the Agreement to revise Section 2 Use of Premises, Hours of Operation, parking lot utilization; and

WHEREAS, for the reasons set forth herein, the City and School desire to enter into Amendment No. 2, as set forth below.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, it is agreed the aforesaid Agreement, a copy of which is attached hereto as Exhibit A, and incorporated herein by reference, shall remain in full force and effect except as otherwise hereinafter provided:

SECTION 2. **USE OF PREMISES**

Sections 2(B) is hereby revised to read in its entirety as follows:

(B) Hours of Operation.

i. The parking lot at the Center may be utilized as follows:

1. School drop-off: Monday through Friday, 7:00 am-8:00 am

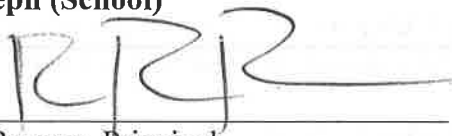
2. School pick-up: Monday through Thursday, 2:30 pm-3:30 pm
3. School pick-up: Friday, 11:30 am to 12:30 pm
4. School pick-up: Minimum Days: 30 minutes before and after student release time

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 2 to the Agreement as of the Effective Date.

"CITY"
City of La Puente

By: _____
Bob Lindsey, City Manager

"SCHOOL"
St. Joseph (School)

By:  _____
Roger Ranney, Principal

Attest:

By: _____
Sheryl Garcia, City Clerk

Approved as to form:

By: _____
Victor Ponto, City Attorney



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: September 28, 2021

From: Bob Lindsey, City Manager

By: Roxanne E. Lerma, Director of Community Services

SUBJECT: CONSIDERATION OF A STREET USE AGREEMENT BETWEEN THE CITY OF LA PUENTE AND STUDENTS RUN LA FOR A 5K/10K STRENGTH TRAINING RUN

BACKGROUND

For 25 years the City of La Puente (“City”) held the Annual Main Street Halloween Run in Downtown La Puente. The event attracted over 4,000 runners to participate each year. Due to budgetary constraints, the City held its last Main Street Halloween Run in October of 2016.

A key part in the attendance of the Main Street Halloween Run was the participation of Students Run LA (“SRLA”), a 501-c3 non-profit organization that brought the majority of the runners to the event. The City’s long-standing relationship with SRLA spans more than 20 years and provided the opportunity for students throughout Los Angeles County to participate in a 5K/10K as way of training for the annual Los Angeles Marathon. After the City no longer held the Main Street Halloween Run, SRLA began coordinating runs through an event management company.

In July of 2021, the City and SRLA began a conversation about the possibility of hosting a 5K/10K Strength Training Run in the City of La Puente utilizing the Main Street Halloween Run route. At the time, SRLA was looking for a new venue because the venue that they had been using in years prior could no longer host the event. Through these conversations, SRLA agreed to manage the event and pay for all costs associated with the event including street closures, permits, public safety and event staff in order to use city streets for this event. Pending City Council approval, City Staff agreed to support the event through advertising, public notices of street closures, and assisting with volunteer recruitment.

With the assistance of the City Attorney’s Office, a Street Use Agreement between the City of La Puente and Students Run LA for a 5K/10K Strength Training Run has been prepared for the City Council’s consideration.

DISCUSSION

The proposed Agreement would allow SRLA the right to use certain City streets for the purpose of a 5K/10K Strength Training Run on October 24, 2021. Event hours are 7:00am to 12:00pm. The streets for this use are as follows:

Main Street from First Street to Dora Guzman Avenue
Dora Guzman from Main Street to Valley Boulevard
Valley Boulevard from Azusa Way to Central Avenue
Central Avenue from Valley Boulevard to Main Street

The City will notify the residents of the event, the street closures and will assist SRLA in their volunteer recruitment efforts. In order to use the City streets for the 5K/10L Strength Training Run, SRLA has agreed to pay for all costs associated with public safety, street closures, permits and event staff. SRLA will also be responsible for ensuring that the 5K/10K Strength Training Run is in compliance with all local and state mandates.

The proposed Agreement has a start date of October 24, 2021, at 3:00 a.m. and will terminate on October 24, 2021, at 3:00 p.m.

While the event will continue to be a strength training event for SRLA participants, the La Puente community will have the opportunity to register and participate in the event. Moreover, the 5K/10K Strength Training Run with SRLA provides a public benefit in that it will bring members of the public to the City and will serve as a positive and meaningful activity for the community that promotes an active and healthy lifestyle.

FISCAL IMPACT

None to minimal fiscal impact to the City as SRLA has agreed to pay for the costs associated with the event as set forth in the agreement, including all costs associated with public safety, street closures, permits and event staff.

RECOMMENDATION

It is recommended that the City Council: (1) approve the Street Use Agreement between the City of La Puente and Students Run LA for a 5K/10K Strength Training Run; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

ATTACHMENTS

Attachment "A": Street Use Agreement Between the City of La Puente and Students Run LA for a 5K/10K Strength Training Run.

**CITY OF LA PUENTE STREET USE AGREEMENT FOR STUDENTS RUN LA
STRENGTH TRAINING RUN**

THIS STREET USE AGREEMENT ("Agreement") is entered into on this ____ day of September, 2021 ("Effective Date"), by and between the City of La Puente, a California municipal corporation (the "City") and Students Run LA ("SRLA"), a California corporation, (the "Organizer"). The City and the Organizer are collectively referred to as "Parties."

RECITALS

WHEREAS, the City is the owner of certain City streets, as more particularly identified below (hereinafter the "City Streets"); and

WHEREAS, Organizer desires to organize and operate a 5K/10K Run on Sunday, October 24, 2021, as provided in this Agreement, on the City Streets (the "Run"); and

WHEREAS, the City finds a public benefit in allowing Organizer to organize and operate the Run in the City, in that it allows the Organizer to hold an event that will bring members of the public to the City, and serves as a positive and meaningful activity for the community that promotes healthy and active lifestyle.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein contained, the Parties hereto agree as follows:

SECTION 1. USE OF CITY STREETS; GENERAL CONDITIONS

(A) Term.

The term of this Agreement shall commence on the Effective Date and shall terminate at 3:00 p.m. on Sunday, October 24, 2021, unless sooner terminated by the City, as provided in this Agreement.

(B) Run.

- (1) For the purpose of the Run, on October 24, 2021, from 3:00 a.m. to 3:00 p.m., Organizer shall have the right to use the following City Streets and public property, which is described in Exhibit A, attached hereto and incorporated herein by this reference: Main Street from First Street to Dora Guzman Avenue; Dora Guzman from Main Street to Valley Boulevard; Valley Boulevard from Azusa Way to Central Avenue; and Central Avenue from Valley Boulevard to Main Street. Organizer shall ensure that immediately after conclusion of the Run, and no later than 3:00 p.m., the City Streets are cleaned and restored as originally found. The Run shall only operate between the hours of 7:00 a.m. and 12:00 p.m.
- (2) The City shall notify the residents of the event and street closures.
- (3) The City shall assist with volunteer recruitment.

(C) Use Restrictions.

The following activities or items are prohibited on the City Streets as part of the Run:

- (1) Live animals, except for service animals;
- (2) Pyrotechnics;
- (3) Candles, lanterns, incense or open flames;
- (4) Decorations or other items that will damage building surfaces, such as use of nails, tacks, fasteners, staples, scotch tape, putty, glue or other adhesives;
- (5) Mylar or plastic confetti;
- (6) Straw or hay;
- (7) "Silly String"; and
- (8) Smog or fog generating devices.

(D) Organizer Responsibilities.

(1) Organizer is responsible for the conduct of all participants, the supervision of minors, and any damages that may occur at or to City Streets, or as a result of conducting or operating the Run.

(2) Organizer agrees on its behalf, as well as the Run Participants, defined as those registered for the Run, SRLA officers, SRLA agents, SRLA employees, and SRLA volunteers, to fully comply with the City's regulations, requirements and policies, as well as applicable state and federal regulations. Organizer further agrees to fully and promptly obey and comply with any and all lawful orders given by City staff and/or the Los Angeles Sheriff's and Fire Departments.

(3) If law enforcement's assistance is required, the City is authorized to terminate the Run immediately.

(4) Organizer shall ensure that all Run Participants execute and submit to the City the "General Release, Hold Harmless and Indemnity Form," as provided by the City and attached hereto as Exhibit C, prior to the commencement of the Run.

(5) Organizer, at its sole cost and expense shall pay for all costs associated with the public safety, street closures, permits, and event staff.

(6) Organizer shall organize and conduct registration for the Run.

(7) Organizer shall train all volunteers.

(8) Organizers and its contractors and subcontractors shall attend three (3) planning meetings with City Staff and LA County Sheriff's Department.

(9) Organizer, its staff, volunteers, and run participants shall adhere to all State and County Public Health Department protocols and mandates.

(E) Non City-Owned Property.

The City reserves the right to remove any remaining items from the City Streets and have them stored at Organizer's expense upon expiration of the Term of this Agreement. If such items, equipment or supplies are not claimed within six (6) months, the City reserves the right to dispose of such material in any manner it deems appropriate. Organizer shall be responsible for any costs of storage and disposal incurred by the City for such equipment or supplies. The City is not responsible for any damage or theft of any items left by Organizer, Run Participants or any other party attending the Run.

(F) Additional Operation Requirements.

Organizer shall comply with the Additional Operational Requirements, attached hereto as Exhibit B, and incorporated herein by reference.

(G) Books and Records.

Organizer shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate the Run. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Organizer shall provide free access to the representatives of City or its designees at reasonable times to review such books and records; shall give City the right to examine and audit said books and records; shall permit City to make transcripts or copies therefrom as necessary; and shall allow inspection of all work, data, documents, proceedings, and activities related to the Run. Such records, together with supporting documents, shall be maintained for a period of three (3) years after the termination of this Agreement.

SECTION 2. RELEASE, HOLD HARMLESS AND INDEMNIFICATION

(A) Organizer shall defend, indemnify, and hold harmless City, its elected and appointed officers, officials, agents, contractors, consultants, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising out of or in connection with Organizer's use of the City Streets, or its negligent failure to comply with any of its obligations contained in this Agreement (collectively "Claims"). Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Organizer from liability under this indemnification and hold harmless clause. Organizer's obligation to defend shall arise regardless of any claim or assertion that the City caused or contributed to the Claims. This indemnification and hold harmless clause shall apply to any Claims whether or not such insurance policies shall have been determined to apply.

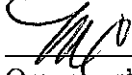
(B) Organizer releases the City, its officers, officials, agents, and employees of any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation

court costs and reasonable attorneys' fees, arising out of or in connection with Organizer's use of the City Streets under this Agreement.

Organizer acknowledges and expressly waives the benefit of California Civil Code Section 1542, which is set forth below, and specifically agrees that the release contained in this Agreement shall extend to all claims arising out of transactions which the Parties do not know or expect to exist in their favor at this time, and which rise out of or are connected to the Run. California Civil Code Section 1542 provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, AND THAT, IF KNOWN BY HIM OR HER WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

City's Initials



Organizer's Initials

The Organizer acknowledges that the facts and law in relation to this matter and the claims released by the terms of this Agreement may turn out to be different from or in addition to the facts or law as now known to each Party or its counsel. The Organizer therefore expressly agrees that the release so given shall be and remain in effect as a full and complete release of the persons and entities released thereby notwithstanding any possibility of new or different facts or law.

(C) By execution of this Agreement, Organizer acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

(D) If, for any reason such as, but not limited to, earthquake, flood water damage, explosion or other calamity of circumstance, it shall become necessary to close the City Streets, no liability shall occur against City for damage due to loss of business, loss of revenue or additional costs insured by Organizer.

SECTION 3. INSURANCE

(A) During the term of this Agreement, Organizer shall, at its sole costs and expense, carry, maintain, and keep in full force and effect insurance of the types and in the amounts as set forth in the attached Exhibit D, incorporated herein by this reference.

(B) City and its elected and appointed officers, employees, agents, and volunteers shall be named as additional insureds with respect to each of the insurance policies required under this Agreement.

(C) At all times during the term of this Agreement, Organizer shall maintain on file with the City's Risk Manager a certificate or certificates of insurance showing that the insurance policies

required by this Section 3 are in effect in the required amounts and naming the City and its elected and appointed officers, employees, agents, and volunteers as additional insureds. Organizer shall, prior to commencement of the Run under this Agreement, file with City's Risk Manager such certificate(s).

(D) Organizer shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

SECTION 4. COMPLIANCE WITH LAWS

Organizer represents and warrants to City that Organizer, its officers, agents, employees and volunteers, and Run Participants have all licenses, permits, qualifications, and approvals of whatever nature which are legally required for Organizer, its officers, agents, employees and volunteers to provide the services, programs and activities contemplated by this Agreement, and that it shall comply with all statutes, ordinances, regulations, and requirements of all governmental entities, federal, state, county and city, relating to its actions under this Agreement whether such statutes, ordinances, regulations and requirements are now in force or hereinafter enacted.

SECTION 5. GENERAL PROVISIONS

(A) Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

(B) If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to Organizer's use of the City Streets under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled. The venue for any litigation shall be Los Angeles County, California or in the United States District Court for Central District of California.

(C) If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

(D) This Agreement shall be governed and construed in accordance with the laws of the State

of California without regard to principles of conflicts of laws.

(E) All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.

(F) This instrument contains the entire Agreement between the City and Organizer with respect to the transactions contemplated herein. No other prior oral or written agreement(s) are binding upon the Parties. Amendments hereto or deviations here from shall be effective and binding only if made in writing and executed by City and Organizer.

(G) This Agreement may be executed simultaneously in multiple counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one and the same instrument.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

"CITY"
City of La Puente

By _____
Bob Lindsey, City Manager

"ORGANIZER"
Students Run LA

By: Marsha Charney
Marsha Charney, Executive Director

ATTEST:

Sheryl Garcia, City Clerk

APPROVED AS TO FORM:

Victor Ponto, City Attorney

Exhibit A

Map of Event Area

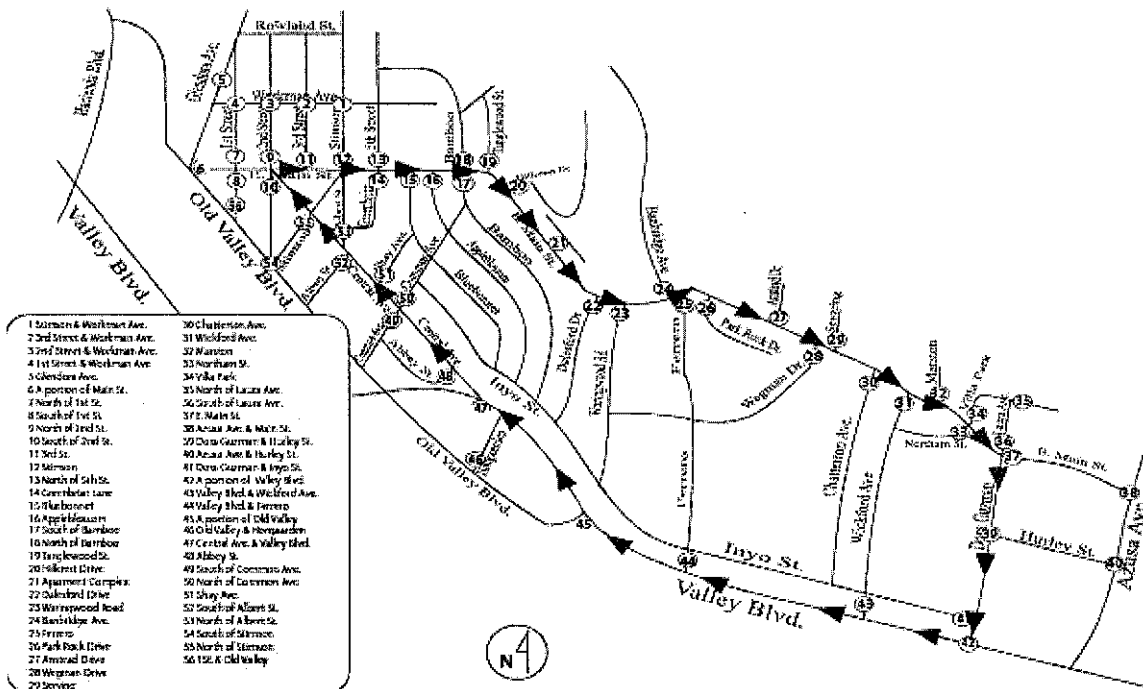


Exhibit B

Additional Operational Requirements

Security Deposit: Organizer shall deposit \$1,000.00 with the City by October 21, 2021, to cover potential damage to the City Streets (the "Deposit"). The Deposit will be used to cover any costs associated with damage to the City Streets caused by the Run and/or if the City were to incur additional maintenance costs related to cleaning the City Streets as a result of the Run. If no damage occurs and the City Streets are left in a clean condition, the Deposit will be refunded to the Organizer within 30 days after the conclusion of the event.

Guidelines: To receive approval of the Run a list of guidelines has been set forth by the City Planning Department. The Organizer shall complete the guidelines listed below through the City Planning Department, Fire Department, Industry Sheriff's Station, and the Los Angeles Sheriff's Department License Unit, for approval.

1. Provide a site plan that includes but not limited to the arrangement of booths, port-a-potties, parking, check-in areas, water stations, announcing areas, start line, finish line, staging, exhibitor, onsite registration (if applicable), additional distribution areas (if applicable), and volunteer check-in.
2. Obtain clearance and file for a Special Events permit through the Fire Department.
3. Provide proof of insurance with the City of La Puente named as additional insured as required by the Agreement.
4. Organizer and all participants, volunteers, vendors etc. shall execute the General Release, Hold Harmless and Indemnity Form (attached to the Agreement as Exhibit C), releasing the City of any liability that may arise during the Run. This form also includes an indemnity provision.
5. A list of contractors and subcontractors that are being used for this event which includes the name of the company/organization, services that is being provided, address, a main contact, and a phone number.

Exhibit C

General Release, Hold Harmless and Indemnity Form

WAIVER, RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE

I, _____ (FULL NAME), certify that I am physically fit, have sufficiently trained for participation in this event, and have not been advised otherwise by a qualified medical person. I fully understand that my participation in the **Students Run LA Strength Training Run** (hereinafter "Run") exposes me to the risk of personal injury, death or property damage. These risks include but are not limited to those caused by terrain, water conditions, weather, lack of hydration, and actions of participants, volunteers, spectators, or producers of this event. I hereby acknowledge that I am voluntarily participating in this event and agree to assume any such risks.

I hereby release, discharge and agree not to sue the City of La Puente, its elected and appointed officers, officials, agents, contractors, consultants, employees and volunteers for any injury, death or damage to or loss of personal property arising out of, or in connection with, my participation in the event from whatever cause, including the active or passive negligence of the City of La Puente, its elected and appointed officers, officials, agents, contractors, consultants, employees and volunteers or any other participants in the event/class. The parties to this agreement understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

In consideration for being permitted to participate in the Run, I hereby agree, for myself, my heirs, administrators, executors, next of kin, successors and assigns that I shall indemnify and hold harmless the City of La Puente, its elected and appointed officers, officials, agents, contractors, consultants, employees and volunteers from any and all claims, demands, actions or suits arising out of or in connection with my participation in this event.

I HAVE CAREFULLY READ THIS RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT IT IS A FULL RELEASE OF ALL LIABILITY AND SIGN IT ON MY OWN FREE WILL.

Date

Signature (Parent/Guardian if under 18 years of age)

Printed Name

Exhibit D

INSURANCE REQUIREMENTS

Commercial General Liability Insurance: \$1,000,000.00

City of La Puente AGENDA REPORT



To: Mayor and City Council For meeting of: September 28, 2021

From: Bob Lindsey, City Manager

By: Troy O. Grunklee, CPA, Director of Administrative Services
Alex Merkel Medina, Principal Accountant

SUBJECT: MONTHLY BUDGET REPORT – AUGUST 2021

BACKGROUND

The City Council adopted the Fiscal Year 2021-2022 Budget and Capital Improvement Program on May 25, 2021. The attached report examines fiscal activity taking place during the month of August 2021 and includes all funds within the operating budget. The report analyzes year-to-date transactions in comparison to budgeted amounts for the entire fiscal year, expressing each category using a percentage-of-completion methodology. It additionally provides comparisons in activity level to the same time period last fiscal year.

DISCUSSION

As of August 2021, seventeen (17) percent of the fiscal year has passed.

REVENUES

The City has collected 1.8% of its budgeted General Fund revenues for the fiscal year. *Sales and Use Tax* and *Measure LP* collections for the current period will not be reflected until September's results are posted. *Property Tax* has seen a minimal remittance of \$37,500.

In the special revenue funds, the Gas Tax, Proposition A, Proposition C, Measure R, and Measure M have all received between sixteen (16) and twenty-one (21) percent of their annual allocations, putting their trajectory in synchrony with the elapsed fiscal year.

Excluding non-recurring revenue sources such as the American Rescue Plan Act fund, revenue to date in aggregate is 4% of budget, identical to the percentage as of this time last fiscal year.

EXPENDITURES

General Fund operating expenditures have reached 7.5% of their total budget for the fiscal year, in comparison with 10% at this time last fiscal year. When all funds are taken into consideration, 7.2% has been expended this fiscal year to date as opposed to 12.5% in FY 2020-2021. At this time last year, the City was in the process of incurring many costs related to COVID-19 that were reimbursed through special funding sources. The current fiscal year has seen expenditures stabilize to a large degree.

RECOMMENDATION

It is recommended that the City Council receive and file this report.

ATTACHMENTS

Attachment “A”: Monthly Budget Report – August 2021

CITY OF LA PUENTE
Monthly Budget Report - August 2021
Statement of Revenues
17% of the Fiscal Year Complete

	FY 2021-2022 BUDGET	FY 2021-2022 YTD ACTUAL	%	FY 2020-2021 BUDGET	FY 2020-2021 YTD ACTUAL	%
GENERAL FUND						
Property Tax	6,865,300	37,522	0.5%	6,597,300	-	0.0%
Sales Tax	3,538,700	-	0.0%	2,539,000	-	0.0%
Sales Tax - Measure LP	3,013,000	-	0.0%	2,137,500	-	0.0%
Other Taxes and Assesments	1,483,600	20,180	1.4%	1,479,100	11,776	0.8%
Licenses and Permits	537,400	105,196	19.6%	645,500	231,341	35.8%
Fines and Forfeitures	272,500	14,782	5.4%	280,000	15,226	5.4%
Use of Money	190,000	1,395	0.7%	120,000	-	0.0%
Intergovernmental	546,000	21,858	4.0%	67,500	38,693	57.3%
Charges for Services	646,700	111,212	17.2%	824,300	86,046	10.4%
Other	437,100	-	0.0%	577,200	5,658	1.0%
TOTAL GENERAL FUND	17,530,300	-	1.8%	15,267,400	388,740	2.5%
SPECIAL REVENUE FUNDS						
Gas Tax	1,059,700	172,436	16.3%	965,300	81,435	8.4%
RMRA (SB1)	800,300	-	0.0%	704,100	-	0.0%
Prop A	927,100	175,774	19.0%	827,800	130,347	15.7%
Prop C	687,500	143,054	20.8%	585,600	107,006	18.3%
Measure R	512,700	107,206	20.9%	436,700	80,228	18.4%
Measure M	580,600	121,203	20.9%	490,100	91,250	18.6%
AQMD	77,000	-	0.0%	53,000	-	0.0%
Miscellaneous Grants	228,000	-	0.0%	838,400	-	0.0%
Lighting & Landscape Maintenance District	878,400	20,587	2.3%	839,600	-	0.0%
CDBG	477,600	-	0.0%	445,600	-	0.0%
CDBG CARES	-	-	0.0%	-	-	0.0%
PEG Access	35,600	-	0.0%	36,500	-	0.0%
Supplemetal Law Enforcement Fund	140,000	-	0.0%	100,000	-	0.0%
State CARES Act Fund	-	-	0.0%	-	35,366	0.0%
American Rescue Plan Act Fund	-	4,738,255	0.0%	-	-	0.0%
Other Special Revenue	1,716,800	-	0.0%	1,474,700	70,238	4.8%
TOTAL SPECIAL REVENUE FUNDS	8,121,300	5,478,515	67.5%	7,797,400	595,868	7.6%
CAPITAL PROJECTS & DEBT SERVICE FUNDS						
Citywide Debt Service	627,800	-	100.0%	-	-	0.0%
2019A Debt Service	263,600	-	0.0%	262,800	-	0.0%
2018B Debt Service	230,400	-	0.0%	234,200	-	0.0%
Capital Projects	53,500	-	0.0%	68,500	5,140	7.5%
Series 2019A Capital Project	-	-	0.0%	-	-	0.0%
Series 2019 B Capital Project	-	-	0.0%	-	-	0.0%
TOTAL CAP. PROJ. & DEBT SERVICE FUNDS	1,175,300	-	0%	565,500	5,140	0.9%
SUCCESSOR AGENCY						
Successor Agency to the LPCDC	601,000	1	0.0%	737,600	5	0.0%
PROPRIETARY FUNDS						
Sewer Construction/Maintenance Fund	1,375,000	-	0.0%	1,325,000	75,509	5.7%
Equipment Replacement Fund	161,000	-	0.0%	142,300	-	0.0%
Vehicle Maintenance & Replacement Fund	188,200	-	0.0%	157,500	-	0.0%
TOTAL REVENUES	29,152,100	5,790,660	19.9%	25,992,700	1,065,261	4.1%

CITY OF LA PUENTE
Monthly Budget Report - August 2021
Statement of Operating Expenditures
17% of the Fiscal Year Complete

	FY 2021-2022 BUDGET	FY 2021-2022 YTD ACTUAL	%	FY 2020-2021 BUDGET	FY 2020-2021 YTD ACTUAL	%
GENERAL FUND						
General Government	1,422,800	202,454	14.2%	1,353,100	210,987	15.6%
Administrative Services	1,586,400	465,718	29.4%	1,791,100	574,090	32.1%
General Services	247,300	18,306	7.4%	238,100	25,897	10.9%
Public Safety	9,973,000	144,511	1.4%	8,516,800	89,267	1.0%
Development Services	1,895,000	260,033	13.7%	1,570,600	225,114	14.3%
Community Services	1,772,900	232,494	13.1%	1,792,500	333,917	18.6%
Transfers	692,900	-	0.0%	70,200	70,238	100.1%
TOTAL GENERAL FUND	17,590,300	1,323,517	7.5%	15,332,400	1,529,510	10.0%
SPECIAL REVENUE FUNDS						
Gas Tax	1,023,200	52,915	5.2%	958,800	131,562	13.7%
RMRA/SB1	23,100	3,187	13.8%	-	-	0.0%
Prop A	896,800	86,935	9.7%	965,300	98,293	10.2%
Prop C	68,700	14,999	21.8%	71,400	14,347	20.1%
Measure R	489,800	37,830	7.7%	483,300	43,434	9.0%
Measure M	472,200	30,255	6.4%	472,700	53,495	11.3%
AQMD	121,100	-	0.0%	30,900	103,762	335.8%
Lighting & Landscape Maintenance District	928,200	88,888	9.6%	892,400	151,588	17.0%
CDBG	477,600	82,146	17.2%	485,300	44,246	9.1%
CDBG CARES Fund	-	-	0.0%	-	15,504	0.0%
State CARES Act Fund	-	-	0.0%	-	29,116	0.0%
Supplemental Law Enforcement Fund	140,000	-	0.0%	100,000	-	0.0%
PEG Access	92,500	-	0.0%	87,600	4,069	4.6%
American Rescue Plan Act Fund	3,413,200	92,369	2.7%	-	-	0.0%
Other Special Revenue	333,200	5,584	1.7%	392,900	18,780	4.8%
TOTAL SPECIAL REVENUE FUNDS	8,479,600	495,110	5.8%	4,940,600	708,198	14.3%
CAPITAL PROJECTS & DEBT SERVICE FUNDS						
Citywide Debt Service Fund	642,100	-	0.0%	-	-	0.0%
Capital Projects - Debt Service	53,500	-	0.0%	53,500	-	0.0%
Series 2019A Debt Service	263,600	-	0.0%	262,800	-	0.0%
Series 2019 B Debt Service	230,400	-	0.0%	234,200	-	0.0%
TOTAL CAP. PROJ. & DEBT SERVICE FUNDS	1,189,600	-	0.0%	550,500	-	0.0%
SUCCESSOR AGENCY						
Successor Agency to the LPCDC	1,004,800	336,874	33.5%	1,021,900	358,794	35.1%
PROPRIETARY FUNDS						
Sewer Construction/Maintenance Fund	1,623,400	-	0.0%	1,264,700	-	0.0%
Equipment Replacement Fund	161,000	10,962	6.8%	140,800	11,196	8.0%
Vehicle Maintenance & Replacement Fund	352,200	20,491	5.8%	226,800	316,408	139.5%
TOTAL OPERATING EXPENDITURES	30,400,900	2,186,952	7.2%	23,477,700	2,924,106	12.5%



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: September 28, 2021

From: Jaime Guerrero, Code Enforcement Manager

SUBJECT: DISCUSSION AND DIRECTION REGARDING PROCEDURES FOR
REQUIRING PERMIT PARKING

BACKGROUND/DISCUSSION

At the August 25th City Council meeting of last year, the City Council discussed procedures for requiring permit parking on certain streets within the City. City Council directed staff to evaluate the impacts of permit parking and bring additional information back at a later time.

The California Streets and Highway Code (SHC) provides municipalities the authority to establish preferential parking districts as means to protect the quality of life in an area that is threatened by noise, traffic hazards, or environmental pollution caused by non-resident vehicular parking or traffic. Parking districts may create neighborhood specific parking restrictions that could require the use of permit by residents and their guests.

Residents seeking to create a parking district in their neighborhood would be required to submit a petition with signatures from no less than two-thirds of all property owners on a particular street. The City Council may, by resolution, and at its discretion upon receipt of a petition, designate a street or portions thereof as a preferential parking district.

Attached for City Council review and discussion is a draft ordinance which addresses the Preferential Parking Program. Staff will provide a presentation and additional information at the City Council meeting.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council provide direction to Staff.

ATTACHMENTS

Attachment "A": Draft Ordinance

Chapter 00.00 - Preferential Parking Program

Sections:

00.00.000 - Definitions.

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- a) "Residence" means a house, apartment, condominium, mobile home or other type of dwelling, in conformance with the City's zoning ordinance and related zoning maps, having an address assigned consistent with the house numbering maps maintained by the City. An apartment having numbers or letters assigned in addition to the street address shall be deemed to be a residence.
- b) "Guest" means any person visiting or intending to visit, for any purpose, either a resident or merchant located in a preferential parking district.
- c) "Merchant" means a person who, as proprietor, operates a commercial business involved in the retailing of goods or services within a preferential parking district.
- d) "Permit" means a permit issued to an individual to park in a preferential parking district in the City.
- e) "Preferential parking district" or "district" means certain streets or portions thereof, including residences and businesses adjacent thereto, designated by the resolution establishing the district, wherein vehicles displaying a valid permit applicable to that district shall be exempt from parking restrictions established pursuant to this chapter.
- f) "Resident" means a person who lives in a residence located in a preferential parking district.

00.00.000 - Establishment of districts.

The City Council may, by resolution, and at its discretion or upon receipt of a petition signed by no less than two-thirds of all property owners of record and/or lawful lessees of properties comprising all developed frontage of the street or streets proposed for designation, designate a street or portion thereof, together with residences and/or businesses adjacent thereto, as a preferential parking district. Any person signing such a petition may be required to provide satisfactory evidence that he or she satisfies the requirements of this section.

00.00.000 - Issuance of permits.

- a) Permits shall be issued by the City Manager or his or her designee (herein in this chapter). Each permit issued shall remain property of the City at all times.
- b) The number of permits to be issued to any one residence or to any merchant's business establishment, including its employees, shall be determined by the number of residents and merchants, as well as the parking conditions within each district, and shall be set forth in the resolution establishing the district.
- c) Permits may be issued only to the following persons: residents, merchants, employees of merchants, or guests within specified districts.

00.00.000 - Posting signs in preferential parking districts.

Upon the adoption by the City Council of a resolution designating a preferential parking district and the specific parking regulations applicable thereto, the City Manager or his or her designee shall cause

signs to be erected in the district, indicating prominently thereon the parking restrictions and the fact that motor vehicles with valid permits shall be exempt therefrom.

00.00.000 - Exemption from parking restrictions.

- a) A motor vehicle displaying a valid permit affixed to the vehicle's interior rear-view mirror, or displayed as otherwise directed by the City Manager or his or her designee, may park or be parked in the district for which the permit is issued without being subject to parking restrictions in this chapter or the resolution establishing the preferential parking district; provided, however, that nothing herein shall affect or excuse a violation of any other provision of this code, the California Vehicle Code, the Streets and Highway Code, or any other laws applicable to the parking of motor vehicles.
- b) A preferential parking permit shall not guarantee or reserve to the permittee an on-street parking space within any district.

00.00.000 - Vehicles excepted from this chapter.

No person shall, without a permit, park any motor vehicle in a preferential parking district in violation of any parking restrictions set forth herein or in a resolution establishing a preferential parking district, excepting the following:

- a) Repair, maintenance, refuse, utility, fuel, or delivery vehicles doing business in the district.
- b) Vehicles delivering life support and health commodities to residential areas or schools located in the preferential parking district.
- c) Police vehicles and other public safety or emergency vehicles operated by or under the authority of a governmental entity while engaged in the performance of official duties.
- d) Any other vehicle expressly authorized by law to park within the district, notwithstanding the provisions of this chapter.

00.00.000 - Application for and term of permit.

- (a) Each person desiring to obtain a permit shall submit an application on such form as may be provided by the City, together with the filing fee as established by resolution of the City Council. No permit shall be issued unless the applicant is at least eighteen years of age, possesses a valid California driver's license, and is a resident or merchant within the district to be established. Residency shall be established by a valid driver's license and at least two utility bills. Permit issuance is subject to terms and conditions as may be set forth in this chapter or in the resolution establishing the district.
- (b) Each permit shall be valid for the period set forth in the resolution establishing the district, and may be renewed in accordance with procedures set forth in that resolution or in the manner provided for a new permit if no such procedures have been established.

06.40.999 - Prohibited activities.

- (a) Unless exempted by provisions of this chapter, no person shall park a motor vehicle in any preferential parking district in violation of any parking restrictions set forth in this chapter or resolution establishing a preferential parking district.
- (b) No person shall falsely represent himself/herself as eligible for a parking permit or furnish false information in an application for a permit.

- (c) No permit issued pursuant to this chapter shall thereafter be assigned, transferred, or used for any consideration, monetary or otherwise. Only the person to whom a permit has been issued or his/her minor child with a valid California driver's license or learner's permit may use the permit. This section does not apply to guest permits, which are governed by Section 00.00.000.
- (d) No person shall copy, produce or create a facsimile or counterfeit parking permit, nor shall any person use or display a facsimile or counterfeit preferential parking district permit.
- (e) No person shall display a permit that has been revoked.

00.00.000 - Permit revocation.

- (a) The permit of any permittee who has violated the provisions of subsection (b), (c) or (d) of Section 00.00.000 may be immediately revoked upon written notice by the City of the permit revocation. Upon notification of such revocation, the permittee shall, within fifteen business days of the date of such notice, either surrender the permit or file a written request with the City Clerk for a hearing before the City Manager or his or her designee.
- (b) Any written request for a hearing must be received within said fifteen-day period to be considered timely, and upon receipt of a timely request, the revocation shall be stayed pending a final decision following the hearing.
- (c) A hearing shall be held by the City Manager or his or her designee, unless continued by agreement, no less than ten business days after the date notice of the hearing is mailed by first class mail, postage prepaid, to the permittee. At the hearing, any person may present evidence or argument as to whether the permit should be revoked.
- (d) The City Manager or his or her designee, may give oral notice of the decision at the close of the hearing, or may send notice of the decision by mail to the permittee. The decision shall be final. If the decision to revoke is sustained following the hearing, the permittee shall, within twenty-four hours, surrender the permit to the City Clerk.
- (e) Any revoked permit not timely surrendered shall immediately be deemed null and void, and of no force or effect.
- (f) No permittee who has had a permit revoked may re-apply for another permit for twenty-four months following the effective date of the revocation.

00.00.000 - Guest permits.

Any rules governing the issuance of guest permits shall be as set forth in the resolution establishing the district.

00.00.000- Dissolving a district.

The procedures set forth in Section 00.00.000 of this chapter shall be utilized by the City Council in determining whether to dissolve a preferential parking district.

00.00.000 - Penalties.

- (a) It shall be unlawful for any person to violate any provision, or fail to comply with any of the requirements of subsections (a) through (e) of Section 06.40.999 Any person violating any said subsections or failing to comply with any of their requirements shall be deemed guilty of an infraction, and upon conviction thereof shall be punishable by: (a) a fine not exceeding one hundred dollars for

a first violation; (b) a fine not exceeding two hundred dollars for a second violation within one year; or
(c) a fine not exceeding five hundred dollars for each additional violation within one year.

- (b) Civil Remedies Available. A violation of any of the provisions of this chapter shall constitute a nuisance and may be abated by the City through civil process by means of restraining order, preliminary or permanent injunction, or in any other manner provided by law for the abatement of such nuisance.