

*Kelly Kulikoff – Mayor
Ronald Smith – Mayor Pro Tem
Jim Creighton – Councilmember
Michael Kulikoff – Councilmember
LaShelle Cooper – Councilmember*

AGENDA



**CITY OF CALIFORNIA CITY
CITY COUNCIL/ HOUSING AUTHORITY/ SUCCESSOR AGENCY
REGULAR MEETING
TUESDAY SEPTEMBER 24, 2024
REGULAR MEETING @ 5:00 PM
COUNCIL CHAMBERS & VIA ZOOM
21000 HACIENDA BLVD., CALIFORNIA CITY, CA 93505**

If you need special assistance to participate in this meeting, contact the Acting City Clerk at (760) 373-7140 or via email at Cityclerk@californiacity-ca.gov. We request a 24-hour notification prior to the meeting in order for the city to make reasonable arrangements to ensure accessibility (28 CFR 35.102-35.104 American Disabilities Act Title II).

Zoom instructions and notes:

Web Link: <https://us06web.zoom.us/j/82825591949>

Meeting ID: 828 2559 1949

1. Public can dial into the Zoom line:

- a. One tap mobile: +16694449171,87254527178# US
- b. Dial the following number: +1 564 217 2000 US

2. Comments

- a. Public must join Zoom meeting to comment
- b. Keep your mic on **Mute** until you are requested to speak
- c. Use the "Raise your Hand" button to request to speak or,
- d. Send a chat request to City Clerk for request to speak
- e. When requested to speak state your name for the record

f. Re-mute when your time to speak has ended

The public is urged to listen to the meeting in a quiet place to avoid background noise. We also request the public to **MUTE** your audio device when not commenting to avoid disruption during meeting.

**** At this time, please take a moment to turn off your cell phones ****

3:00 PM CLOSED SESSION

CALL TO ORDER

ROLL CALL

Councilmembers: Cooper, Creighton, Kulikoff, Mayor Pro Tem Smith & Mayor Kulikoff.

APPROVAL OF AGENDA

PUBLIC COMMENTS

Members of the public are welcome to address the City Council only on those items listed on the Closed Session agenda. Each member of the public will be given (3) three minutes to speak.

CLOSED SESSION

CS1. PUBLIC EMPLOYMENT PURSUANT TO GOVERNMENT CODE SECTION 54957
Title of Position: City Manager

CS2. CONFERENCE WITH LEGAL COUNSEL – POTENTIAL LITIGATION
PURSUANT TO GOVERNMENT CODE SECTION 54956.9
3 Potential Case Significant exposure to potential litigation

CS3. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION
PURSUANT TO GOVERNMENT CODE SECTION 54956.9 (d) (2)
Number of Cases: One Matter Significant exposure to potential litigation

CS4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS
PURSUANT TO GOVERNMENT CODE SECTION 54956.8
Property: APNs 205-330-35-0, 205-330-03-8
(Specify street address or, if no street address, the parcel number, or other unique reference of the real property under negotiation.)
City Negotiators: Victor Ponto, City Attorney, Eric Phillips, Special Counsel, Leila Moshref-Danesh, Deputy City Attorney
Party With Whom City Is Negotiating:
Hal Aaron Companies

REPORT OUT OF CLOSED SESSION

CITY COUNCIL CONVENES TO REGULAR MEETING

5:00 PM REGULAR MEETING

CALL TO ORDER

PLEDGE OF ALLEGIANCE/INVOCATION

ROLL CALL

Councilmembers: Cooper, Creighton, Kulikoff, Mayor Pro Tem Smith, Mayor Kulikoff.

DEPARTMENTAL REPORTS

- a. Treasurer's Report
- b. Finance
- c. Fire
- d. Public Works
- e. Police
- f. Planning
- g. Building

CITY CLERK REPORTS/RECEIVED COMMUNICATIONS

- a. September 13, 2024 – \$360,000 in Water Revenue Unaccounted for During 3-Months of FY 2023/24.
- b. September 14, 2024 – \$175,000 om Sewer Revenue Unaccounted for During 3-Months of FY 2023/24.
- c. September 15, 2024 – The Cost of Prison Vacancy on Water & Sewer Enterprises Funds.

CIVIC/COMMUNITY/ORGANIZATION ANNOUNCEMENTS

PRESENTATIONS

- Civic Plus Technical Infrastructure Improvements

PUBLIC COMMENT

This portion of the meeting is reserved for the public to address the City Council on any matter **NOT on the agenda** and over which the City Council has jurisdiction. Comments are to be limited to three (3) minutes. The City Council will receive the comments but cannot engage in back-and-forth discussion with the public or make any decision. The City Council can direct staff to bring the item back to a future agenda for discussion.

CONSENT CALENDAR

WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES

Consideration to waive full-text reading of all Resolutions and Ordinances by single motion made at the start of each meeting, subject to the ability of the City Council / Agency to read the full text of selected resolutions and ordinances when the item is addressed by subsequent motion.

All items on the consent calendar are considered routine, and non-controversial and will be approved by (1) one motion if no member of the council, staff, or public wishes to comment or ask questions. Public comments are to be limited to (3) three minutes. Roll call vote required.

CC1. Approve City Check Register dated 9/6/2024 through 9/19/2024.

- CC2.** Approve minutes of Special Closed Session meeting of September 9, 2024, at 10:00 a.m.; Special City Council Budget Workshop Meeting of September 9, 2024, at 1:00 p.m.; Special City Council Budget Workshop Meeting of September 17, 2024, at 7 p.m.
- CC3.** Waive Further Reading and Adopt Ordinance **No. 24-818**, An Ordinance of the City Council of the City of California City, Amending Title 6, Chapter 2, and Chapter 10 of the California City Municipal Code Approving said amendments. (***Second Reading & Adoption***).
- CC4.** SB 1383 Recovered Organic Waste Product Procurement for 2024.
- CC5.** Notice of Completion – TDA Art 3 Hacienda Blvd Pedestrian Improvements Project – From South Loop Blvd to Manzanita Avenue.

CITY MANAGER REPORT

Oral report

CONTINUED BUSINESS

- CB1.** Fund Nation Contract.
Staff Report by: Latisha Lamberth, Acting City Manager
Recommendation: Staff Recommends that the City Council Approves this Contract.
- CB2.** ARPA Funds Allocation.
Staff Report: Latisha Lambert, Acting City Manager
Recommended Action: Staff recommends the City Council Approves Suggestions to Reallocate ARPA Funds.
- CB3.** Skate Park Design Concept Provided by American Ramp Company.
Staff Report: Leannandra Weible, Parks Coordinator
Recommended Action: Staff Recommends that the City Council Approve the Presented Design Concept with the Minor Changes Requested by the Non-profit “Skate For Something”.

NEW BUSINESS

- NB1.** Select Delegate and Alternate to the General Assembly Meeting of the League of California Cities from October 16 through October 18.
Staff Report: Daryl A. Betancur, City Clerk
Recommended Action: Staff Recommends that the City Council Selects Among its Members a Representative and Two Alternate Representatives to the League’s General Assembly Meeting.
- NB2.** Execution of Program Supplement Agreement No. F025 to Master Agreement No. 09-5399F15 for Roadway Rehabilitation – California City Boulevard, Shoulder Paving from Baron Boulevard to Maverick Street – CML -5399 (034) of the Federally Funded Congestion Mitigation and Air Quality (CMAQ) Project Funding.
Staff Report: Joe Barragan, Public Works Director
Recommended Action: Staff Recommends that the City Council Approves and Adopts Resolution **No. 24-3059**, A Resolution of the City Council of the City of California City, Approving

Program Supplement Agreement No. F025 for Project CML – 5399 (034) and Authorize the Acting City Manager and/or Public Works Director to Sign and Execute the Agreement.

NB3. Bulletproof Vests Through Patrick Leahy Bulletproof Vest Partnership.

Staff Report: Shannon Hayes, Acting Chief of Police

Recommended Action: Staff recommends that the City Council Approve the Purchase of bullet proof vests from ProForce.

NB4. Amend the California City Municipal Code Article 24.5- Residential Tiny and Small Homes Overlay zone.

Staff Report: Karin A. Schambeck, Deputy City Attorney

Recommended Action: Staff Recommends that the City Council Waives Further Reading and Introduce Ordinance **No. 24-819**, An Ordinance of the City Council of the City of California City, Amending Article 24.5 – Residential Tiny and Small Homes Overlay Zone and Increasing the Garage Size Limitation to 800 Square Feet and Include O/RA Parcels of 10 Acres or Greater in the R-THO Overlay Zone District. **(First Reading & Introduction)**.

NB5. Approve and Adopt a Resolution Adopting a Preliminary Budget for Fiscal Year 2024-2025.

Staff Report: Latisha Lambert, Acting City Manager

Recommended Action: Staff recommends the City Council Adopt Resolution No. 24-3060, A Resolution of the City Council of the City of California City, Adopting a Preliminary Budget for Fiscal Year 2024-2025.

COUNCILMEMBER COMMENTS, AGENDA REQUESTS, AND AB1234 REPORTS

This portion of the meeting is reserved for council members to present information, announcements, and items that have come to their attention. The Brown Act precludes Council, staff, or public discussion. Short staff responses are appropriate. The Council will take no formal action. A Council member may request the City Clerk to calendar an item for consideration at a future meeting or refer an item to staff.

ADJOURNMENT

AFFIDAVIT OF POSTING

I, Daryl A. Betancur, City Clerk for the City of California City, California, DO HEREBY CERTIFY under penalty of perjury under the laws of the State of California, that the foregoing notice was posted at the City of California City, City Hall bulletin and all other official bulletin boards and the City's website at least 72 hours prior to the meeting in compliance with the provisions of the Brown Act. board at 21000 Hacienda Boulevard, California City, CA and on all official City bulletin boards.

Dated: September 20, 2024

Daryl A. Betancur, MPA, MMC
City Clerk

California City, California 93505
TREASURER'S MONTHLY REPORT OF INVESTMENT
August 2024

The values presented in this report are as of the last bank day of the month and are only a snapshot in time.

The General Funds investment portfolio consists of funds for operations, Capital Improvement Projects (CIP), water rate stabilization, administration replacements and reserves.

General Operating Accounts	Balance on 7/31/2024	Net Transactions	Balance on 8/31/2024	Percent of Total
Bank of the Sierra -- General Checking	\$ 950,097	\$ 3,207,755	\$ 4,157,852	25.13%
Bank of the Sierra -- Cannibas Checking	\$ 631,474	\$ 118,021	\$ 749,495	4.53%
Sub-Total Operating Accounts	\$ 1,581,571	\$ 3,325,776	\$ 4,907,347	
General Investment Accounts	Balance on 7/31/2024	Net Transactions	Balance on 8/31/2024	Percent of Total
Local Agency Investment Fund (122)	\$ 6,005,832	\$ -	\$ 6,005,832	36.30%
Kern County Investment Fund (20202)	\$ 4,591,925	\$ 16,640	\$ 4,608,565	27.86%
Multi-Bank Securities (CD Manager)	\$ 1,016,530	\$ 5,992	\$ 1,022,522	6.18%
Sub-Total Investment Accounts	\$ 11,614,288	\$ 22,632	\$ 11,636,919	
Total City Operating Funds	\$ 13,195,859	\$ 3,348,407	\$ 16,544,266	100.00%

Restricted Housing Corporation Accounts

Checking & CD Accounts	7/31/2024	Net Transactions	8/31/2024	
Housing Corp. -- Bank of the Sierra, Checking	\$ 1,866,779	\$ 22,627	\$ 1,889,406	71.55%
Housing Corp. -- Bank of the Sierra, CD 7653	\$ 109,461	\$ 440	\$ 109,900	4.16%
Housing Corp. -- Bank of the Sierra, CD 7654	\$ 136,915	\$ 549	\$ 137,465	5.21%
Housing Corp. -- Bank of the Sierra, CD 6574	\$ 250,971	\$ 1,007	\$ 251,977	9.54%
Housing Corp. -- Bank of the Sierra, CD 6582	\$ 250,971	\$ 1,007	\$ 251,977	9.54%
Total Housing Corporation Funds	\$ 2,615,097	\$ 25,629	\$ 2,640,726	100.00%

Restricted SDI Accounts

Note: Interest earned from the SDI CD is directly deposited into the SDI checking account monthly.

Checking & CD Investment Accounts	7/31/2024	Net Transactions	8/31/2024	
SDI -- Bank of the Sierra, Checking	\$ 518,735	\$ (63)	\$ 518,672	0.58%
SDI -- Bank of the Sierra CD	\$ 255,946	\$ 1,027	\$ 256,973	0.29%
SDI -- US Bank Investments	\$ 87,133,059	\$ 950,556	\$ 88,083,614	99.13%
Total SDI Agency Funds	\$ 87,907,740	\$ 951,519	\$ 88,859,260	100.00%

Restricted RDA/Successor Agency Accounts

Checking & Investment Accounts	7/31/2024	Net Transactions	8/31/2024	
Successor -- Bank of the Sierra, Checking	\$ 179,555	\$ 7,500	\$ 187,055	13.20%
RDA/Successor -- US Bank Investments	\$ 1,229,764	\$ 1	\$ 1,229,764	86.80%
Total Successor Agency Funds	\$ 1,409,318	\$ 7,501	\$ 1,416,819	100.00%

California City, California 93505
TREASURER'S MONTHLY REPORT OF INVESTMENT

August 2024

INVESTMENT POLICY

The Treasurer shall invest the City's monies as permitted in the City's approved investment policy and approval of both the City Manager and Finance Director. The Treasurer shall consider current and projected cash needs in making such investments.

* Contact City Finance Manager for US Bank investment breakdown.

US Bank SDI Account		
Market Value Summary - CUSTODIAN ACCOUNT	7/31/2024	8/31/2024
Beginning Market Value	85,669,617	87,133,059
Ending Market Value	87,133,059	88,083,614
Investment Results (Acct. Number 104388-010)	1,463,442	950,556

US Bank RDA/Successor Agency Accounts		
Market Value Summary - REDEVELOPEMENT AGENCY PROJ AREA TAX	7/31/2024	8/31/2024
Beginning Market Value	-	-
Ending Market Value	-	-
Investment Results (Acct. Number 211146000)	-	-
Market Value Summary - SUCCESSOR AGENCY Proj Area TAX INTEREST	7/31/2024	8/31/2024
Beginning Market Value	1	107,681
Ending Market Value	107,681	107,681
Investment Results (Acct. Number 211146001)	107,681	0
Market Value Summary - SUCCESSOR AGENCY Proj Area TAX PRINCIPAL	7/31/2024	8/31/2024
Beginning Market Value	1	260,000
Ending Market Value	260,000	260,000
Investment Results (Acct. Number 211146002)	259,999	0
Market Value Summary - SUCCESSOR AGENCY Proj Area TAX RESERVE	7/31/2024	8/31/2024
Beginning Market Value	862,082	862,082
Ending Market Value	862,082	862,082
Investment Results (Acct. Number 211146003)	-	-
Total RDA/Successor Investment Assets	1,229,764	1,229,764

Total "US Bank" Investment Assets	88,362,822	89,313,378
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California City
Fund Balance @ 8/31/2024

Row Labels	Fund Bal	
Airport	-\$1,216,506.25	*
Aspen	\$178,983.69	
DAR	-\$1,385,452.78	*
GF	\$9,498,051.02	*
GF-OHV G	-\$1,242,946.46	*
GF-OHV P	\$134,330.20	*
GF-PS FD	\$2,086,577.77	*
GF-PS FD Prop 64	-\$303,310.66	*
GF-PS PD	-\$1,474,498.85	*
GF-Str	-\$3,218,356.67	*
GF-TDS	-\$3,131,413.85	*
Housing	-\$677,417.14	
Reserves FD	\$400,000.00	
Reserves GF	\$3,000,000.00	
Reserves PD	\$356,526.12	
Restricted Funds	\$4,282,221.40	
SDI	-\$113,642.65	
Sewer	\$3,934,432.05	
Successor	-\$182,320.58	
Water	\$6,036,990.56	
Grand Total	\$16,962,246.92	

California City
Fund Investment @ 8/31/2024

Row Labels	Fund Bal
All	-\$16,962,246.92
Cash Allocated to Other Funds	-\$16,962,246.92
All2	\$16,962,246.92
Accounts Rec Cash Clearing	-\$155.95
Business License Cash Clearing	-\$12,052.53
Cannabis - Bank of the Sierra	\$767,205.75
Checking - Bank of the Sierra	\$3,434,824.55
Kern County Investment Pool	\$4,382,993.32
Local Agency Investment Fund	\$7,383,445.21
Multi-Bank Securities	\$988,280.38
Utilities Cash Clearing	\$17,706.19
Grand Total	\$0.00

-\$253,526.53 * Represents available general fund related cash balances as of report date



CALIFORNIA CITY FIRE DEPARTMENT

20890 Hacienda Blvd. California City, CA 93505

760-373-4841 -Office • 760-373-5602 -Fax

www.calcityfire.us

Aug 2024 Monthly Report

Current Notable Events:

- The California City Fire Department has been very busy in August. The department has been very active in cannabis enforcement and the department has seen an increase of violations and citations. The fire department has also been very active in fire prevention, with multiple meetings with developers occurring throughout the month. The Fire Chief was able to secure some additional funding to replace and upgrade the fire department fleet through developer funding. This should have a positive effect on efficiency, reliability, and overall safety for the department and community for many years to come.

PROJECTS STATUS		
Carl Moyer AQMD Engine Replacement Grant:	Approved	\$153,211.00 awarded towards the purchase of a new Fire Engine
FEMA SAFER Grant Staffing Retention	Applied- 4/12/24	Awaiting decision in the fall
Kern County OES- EOC Mobile Comm Equip.	Awarded	Awaiting Fulfillment

Specialty Programs:

- Ultrasound Scans
 - o The program trial study has ended and is now being approved for inclusion as an optional statewide skill for all paramedics.
- Pet Chip Reader Scans
 - o Aug: 0 scans
 - o Annual 2024: 14

To preserve the quality of life, property, and the environment within our community, state, and nation through education and the professional delivery of emergency medical fire and rescue service.

Fire Prevention, Inspections, and Education:

- Regular business inspections are underway.
- SB1205 State Mandated Inspections- still underway.
- Plan Review, Construction Inspection, and acceptance testing requests are steady.
- Prop 64 inspections- increasing frequency.

Fleet Maintenance

Unit	Status
Incident Command Vehicle	Replacement Vehicle Ordered- Due to arrive November 1, 2024.
Brush Patrol	In-service Four-wheel drive repaired
Arson Unit	Need of replacement- end of life
Fire Prevention Unit	Replacement Vehicle Ordered- Due to arrive December 1, 2024.
Code Enforcement Vehicle- Escape	Out of service 2 years in repair-unknown ETA due to no parts.
Code Enforcement Vehicle- F150	Marginally in-service Numerous issues.
Seagrave Reserve Type-I Engine (Reserve)	Out of service Too costly to repair
American La France Type-I Engine (Reserve)	marginally in-service Several DOT issues require heavy maintenance and repair (waiting for budget).
Pierce Type- I Engine (Front-line)	In Service.
Type-III Engine (Wildland)	In Service
Rescue Squad	In-service- Assigned as the Command Vehicle Two tires replaced due to dangerous blowout
General Fleet Comments: • Small vehicles are experiencing increasing and consistent mechanical issues and component failures due to age. Vehicle values do not match the necessary costly repairs. • Small equipment is receiving regular maintenance. • Searching for grants and other alternatives for vehicle replacement. The Fire Department has received dedicated funds from Solar developers to begin replacing much of the fleet at no cost to the taxpayers.	

Incident Statistics

2024 Aug	2023 Aug
- Fires: 16 - Structure: 5 - Vehicle: 2 - Outside vegetation: 6 - Dumpster: 1 - Fire, Other: 2 - EMS: 138 - Hazardous Condition (no fire): 5 - Service/Assist Calls: 16 - Good Intent Calls: 74 - False Alarms: 18 Aug 2024 Simultaneous Calls: 10 Aug 2024 Total Call Volume: 267	- Fires: 12 - Vehicle/Other: 2 - Building: 3 - Natural Vegetation Fire: 4 - Outside/Rubbish: 1 - Other/Fireworks: 2 - EMS: 139 - Hazardous Conditions: 13 - Service/Assist calls: 11 - Good Intent: 53 - False Alarms: 8 Aug 2023 Simultaneous Calls: 165 Aug 2023 Total Call Volume: 236



California City

Code Enforcement Aug 2024 Stats

Location Type	Location Field	Date From	To
All	All	08/01/2024	08/31/2024

Case Activity:

	Total
New Cases	52
Closed Cases	50
Open Cases at start of period	280
Open Cases at end of period	282

Violation Activity

New Violations Cited	Total
ABANDONED REFRIG/APPLIANCE	2
ABANDONED/INOPERATIVE VEHICLES	14
ACCUM OF TRASH/RUBBISH-PRIVATE PROPERTY	10
BUILDING WITHOUT PERMIT	2

Cannabis Odor Citations	12
Cannabis Business Permit Required	2
Cargo Container	3
CCMC 5-1.501 DANGEROUS BUILDING	1
CFC ACCUM OF COMBUSTIBLE MATERIAL	10
CFC ACCUMULATION OF COMBUSTIBLE VEGETATION	10
CFC Extraction not CBC compliant/ Construction	1
CFC Extraction Permit Required	1
CFC Extraction, 20-B Extinguisher Required	1
CFC Extraction must use Approved Equipment	1
CFC Fire Extinguisher Requirements	1
CFC Fire Protection Water Supply Insufficient	1
CFC Fire blocking/Penetrations	1
CFC Hazardous Materials Management Plans	1
CFC Knox Box Keys Changed/ Not Current	1
CFC PREMISES IDENTIFICATION	6
CFC Rescue opening blocked, residential	1
CFC Secure Compressed Gas Cylinders	1
CFC UNSECURED VACANT BUILDING	4
DANGEROUS POOL	1
DOG LICENSE REQUIRED	1
ENCROACHMENT	6
FAIL TO MAINTAIN VACANT PROPERTY	5
FENCING VIOLATION	15
Fire Inspection	4
garage sale signs	2
Health & Safety	1
Illegal Dumping	8
ILLEGAL SIGNS	2
IPMC 302.5 Rodent harborage	1
IPMC 304.1 Exterior structure issues	1
LANLORD/ TENANT ISSUE	1
LIVING IN RECREATIONAL VEHICLE	10
MOBILE VENDING	1
NO BUSINESS LICENSE	2
NO YARD SALE SIGN PERMIT	2
Open Pit or Excavation	2
PUBLIC NUISANCE (Building safety)	1
Red Tagged	1

Squatting/ Illegal Camping w/o Owner's Permission	7
SUBSTANDARD HOUSING	2
Substandard Housing Water Issues	1
TRAILER NOT ATTACHED TO VEHICLE CAPABLE OF TOWING SAME	1
Trash Can Lids	3
TRASH CANS LEFT OUT	2
UNLAWFUL STORAGE IN YARDS	23
Unlawful temporary property use. (Activity or business on a vacant lot)	7
UNPERMITTED YARD SALE	3
VEHICLE (S) (CHOPPED)	1
Yard Sale Permit Issued	15
Totals	220

Public Works Monthly Council Report

August 31, 2024



Desert Clean Up Crew		FY Total	August Total
Total Work Orders:		94	94
Closed Work Orders:		94	94
Open Work Orders:		0	0
Dial-A-Ride		FY Total	August Total
Regular Fares		\$ 1,566.00	\$ 850.00
Seniors/Disabled/Children		\$ 716.00	\$ 716.00
Desert Jade		\$ 76.00	\$ 76.00
Total Fares		\$ 1,642.00	\$ 1,642.00
Number of Riders		1,217	1217
Number of Operating Days		19	19
Street Department		FY Total	August Total
Total Work Orders:		121	121
Closed Work Orders:		121	121
Open Work Orders:		0	0
Asphalt Patch(s) sq.ft.:		1,210	1,210
Pot Hole Repair(s) p.h.:		628	628
Water Department		FY Total	August Total
Total Work Orders:		74	74
Closed Work Orders:		74	74
Open Work Orders:		0	0
Meter Replacement(s):		0	0
New Meter Installments (Service):		0	0
New Main Water Line Extension (linear feet):		0	0
Main Water Line Replacement(linear feet):		0	0
Main Sewer Line (linear feet):		0	0
Water Service Line (linear feet):		14	14
Standby Callouts:		328.5	
Citizen Complaints:		14	14
*Information found in this report is based on the following dates:			
Monthly August 1, 2024 through August 31, 2024.			
* Fiscal Year* August 1, 2024 through August 30, 2025			

CITY OF CALIFORNIA CITY PUBLIC WORKS DEPARTMENT ACTIVE PROJECTS LIST

BHT PROJECT #	Task Order Executed /Received	PROJECT NAME / Limits	PROJECT DESCRIPTION	STATUS
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UPDATED: 9/10/2024

FEDERAL / STATE FUNDED PROJECTS

1	20407	3/18/2021	Mendiburu Rd Reconstruction. 5399-(031)	CMAQ paving of existing dirt road from Hacienda to Neuralia.	City approved program supplement 02/23/2021. Environmental completed. Design In Progress. Invoices sent to Caltrans. Construction plans ready, project specifications in progress, staff report for council approval of bidding phase January 17th 2023. Bids opened March 16, 2023. 6 bids received; apparent low bidder is Granite Conts. Project Underfunded. Requested more CMAQ funds to Kern COG. 4/5/23 TTAC committee recommended additional CMAQ funds. 4/20/23 Kern County Board voted to authorize additional funds \$993,669. 06/13/23 - Council awarded project to Granite Const. Construction COMPLETED. 4/23/24 - City Accepted project, City Clerk to file NOC w County. 08/06/24 - Caltrans conducted post-construction review - all in order. 08/19/24 - Received Bridge ID 50C0419 from Caltrans. 08/28/24 - Received Contractor executed Exh 17-F and 17-O, reviewed and emailed a copy to Peter Mututwa @ Caltrans. --Caltrans Close-out in progress
2	21420	7/13/2021	HSIP Cycle 10 - Pedestrian improvements	On CCB from Yerba to Neuralia	3/26/21: Caltrans approved project. Caltrans approved PE funds on 08/02/21. Preliminary engineering Completed. 03/16/23 - Received Construction allocation letter from Caltrans. Bid Opening 6/22/23 - awarded to Cen-Cal Construction. Const. Completed. 4/23/24 - City Accepted project, City Clerk to file NOC w County. Caltrans Close-out in progress
3	22405	4/18/2022	TDA ARTICLE 3 Pedestrian Improvements	Hacienda Ave sidewalk curb and gutter between So. Loop Blvd and Manzanita Ave.	Kern COG selected project for \$170,538 in TDA grant funds on 03/24/2022. Project awarded to Cen-Cal Construction. First day of construction 06/10/24, project physically completed, as of July 9, 2024. Project close-out and acceptance in progress.
4	22408	7/25/2022	CDBG # 13.21.1 Balsitis Park Playground and basketball court	Prepare construction plans and Specs for new construction of playground equipment and basketball court	Council to authorized project advertisement on 6/13/23. Project awarded to ANM Construction. Construction in progress, estimated completion day October, 2024
5	23401	1/4/2023	Hacienda Blvd Rehabilitation 5399-(033)	RSTP On Hacienda Blvd from Manzanita Ave to Redwood Blvd - Prepare construction plans and Specs for new Hacienda Blvd pavements rehabilitation.	Received Caltrans E-76 on 02/08/2023 Authorization to Proceed with Preliminary Engineering. Project will designed together with TDA Art 3 project. 05/03/23 - Received fully executed program supplement agreement - and forwarded to City Staff. - Design Completed. 02/04/24 - Received and filed Const. E-76 from Caltrans. Bid opening July 11, 2024. 08/15/24 - City Council did not approve award of the project. 09/10/24 - Council approved award of project. 09/11/24 - Completed Award & Contract docs and emailed to Contractor & CC'D City Staff.
6	24411	8/2/2024	CMAQ - California City Blvd - Shoulder Paving	On CCB from Baron Blvd to Maverick St. - Request Preliminary Engineering Phase	08/13/24 - Completed PE RFA and emailed to Caltrans for execution. Kern COG emailed EPSP to City and to Caltrans. 08/29/24 - Received PE E-76 and FN from Caltrans. 09/04/24 - Received program supplement from Caltrans at 9/24/24 CC meeting for acceptance. 09/09/24 - Received City executed Task order for PE. - Design/Environmental Phase In Progress

SB1 FUNDED PROJECTS

1	23406	5/24/2023	SB1- 2023 Call for Projects	Redwood Blvd. - Frontage Rd Rehab - South side from Graham St. to 85th St.	Caltrans reviewed and accepted project on June 28, 2023. Design to begin April 2024. Project out to bid. Bid opening September 17, 2024
2	24407	5/7/2024	SB1- 2024 Call for Projects	Kenniston St pavement rehabilitation from CCB to Walpole	SB1 2024 submittal completed uploaded to CalSMART

LOCAL FUNDED PROJECTS

1	19410	8/19/2019	CMAQ Redwood Blvd. Rehab. 5933-(029) - Preliminary Engineering	500-ft East of Hacienda Blvd. to 98th Street	12/02/19: Environmental Completed. 2/01/21: Email & Phone comm with Raquel Pacheco from Kern COG. City applied for 2021 CMAQ Call for projects. Kern COG Recommended Construction funds for funding 2021 CMAQ Call for Projects. 03/07/24 - Const RFA submitted to Caltrans for processing. 04/24/24 - Receive Caltrans Const E-76 and Finance Letter. 04/30/24 - Received PSA from Caltrans - City to accept PSA at 5/14/24 CC meeting. 06/17/24: Spectrum and Frontier to adjust utilities. Project Bid Out expected end of September 2024.
---	-------	-----------	--	--	--

2	22403	3/14/2022	Striping Plan at Redwood Blvd. & 98th Street	Prepare Striping Plan for Installation of STOP Sign and markings at the intersection of Redwood Blvd. & 98th Street.	03/29/22 - Finalized DRAFT Striping Plan and emailed to City Manager (Anne Ambrose) for her to verify with consultant Engineer and City Attorneys if this is what they recommend. 08/06/22: Forwarded email from former City Manager (Anne) to City Manager (Doug) . 10/21/22 & 12/01/22: Forwarded email to Interim City Manager Dr. Jim Hart - regarding approval of striping plan by City Council. 10/23/23 - Sent email dated 10/4/22 to Joe Barragan regarding approval of striping plan by City Council. Also sent copy of Draft Striping Plan.
3	22411	3/7/2023	Indian Wells VGA Project	IWVGA (Indian Wells Valley Groundwater Authority) Pipeline Project from Cal-City to Ridgecrest	Began communications with Provost and Prichard Engineers for initial project planning and impacts on Cal-City's right of way. Indian Wells to reimburse for all plan checking and project coordination process within City's right of way. Ok to continue per PW email 03/07/2023. 10/04/23 City received \$30K initial fee from Indian Wells Valley Groundwater Authority. Project coordination continues
4	23404	5/24/2023	2023 RSTP Call for Projects	Cal City Blvd. Rehab- from Hacienda Blvd. to 94th Street	Application submitted to Kern COG on 07/12/23 - Project Approved in 2023 FTIP Amendment 11 - PE fund available FY 24-25, Const in FY 25-26
5	23409	6/11/2021	Isabella Blvd new water main construction from CCB to Moss	Prepare construction plans and Specs for new construction of 12" water main on Isabella Blvd from CCB to Moss Ave (Approximately 9,000 ft). Formal bidding process.	Design completed, currently waiting construction grant funds allocation
6	23410	6/11/2021	CCB new water main construction from Yerba to Neuralia	Prepare construction plans and Specs for new construction of 12" water main on CCB from Yerba to Neuralia (Approximately 10,000 ft). Formal bidding process.	Project on hold until funds are available
7	23411	8/9/2023	Well 3 Motor upgrade	Prepare One-Line Diagram for Well #3 for new 200 HP well motor, plans and specifications. Formal bid process	Currently seeking natural gas powered motor with Waukesha contractor. Quote preparation is in progress.
8	23412	7/27/2023	Splash Pad Skating Park project	Prepare construction plans and specifications for the construction of new splash pad and skate park including onsite and offsite improvements	Bid opening March 27, 2024. No bids received. Waiting for Council direction. Seeking contractors using Source well. Project re-bid flat work only Sep 16.
9	TBD	TBD	New 8 in Sewer Main Lahontan application	Prepare application for new 8 in sewer main on Cal-City frontage rd. from So. Loop to 88th St. then, on Aspen to Corwin, the along Corwin to Catalpa approx. 2,520 feet	Lahontan Sewer main construction application. Waiting City's direction
11	23415	n/a	Rancho Tracts Grants	Rancho Tracts water replacement project	Grant for project funding was prepared and sent State. Application submitted March 2024. One million awarded to project, implementation steps in progress. Received email from awarding agency.
12	24403	2/29/2024	Golf Course Backflows	Backflows' Replacement Project	Survey completed. Expected project award August 27, 2024
13	24405	6/13/2024	Well 10 Rehabilitation	Well 10 Rehabilitation	Layne preparing a quote for rehabilitation expected end of Augus. After analysis of Layen proposal, project will put out to bid.
14	24409	6/13/2024	Wonder Acres Water Tank	Install a 90,000 gal water storage and pumping equipment	Currently preparing land Record of Survey and set property corners. Record of Survey completed, property corners in the ground. Topographic survey in progress.
15	24412	8/12/2024	HSIP Call for Projects	Install traffic light at Isabella and CCB intersection	Application submitted Sep 9-2024. This program in very competitive

UPDATED: 9/10/2024

There was a check request for BHT Engineering Services at the last council meeting. Here is a breakdown of how it is paid:

Total Check	\$ 151,990.66
The Developers Paid	\$ 65,864.66
The State Grants Paid	\$ 15,758.95
The Federal Grants Paid	\$ 45,107.10
The County Grants Paid	\$ 2630.00
The City Paid	\$ 22,629.95

It's important to note that the City imposes an additional 10% charge on BHT fees for developers. This means that the City will receive an extra \$6,586.47 from developers for the BHT costs.

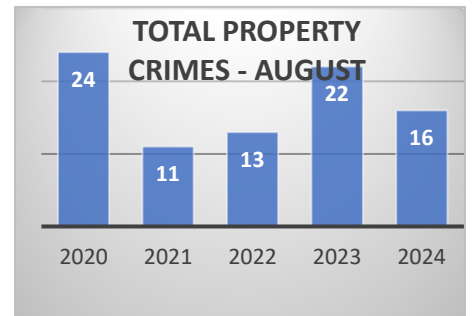
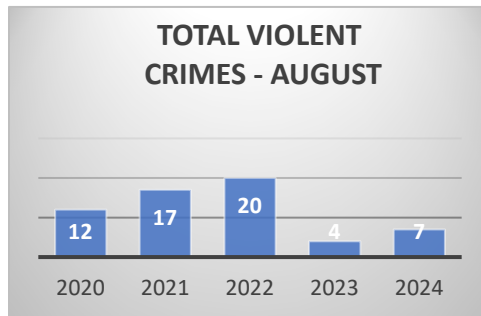
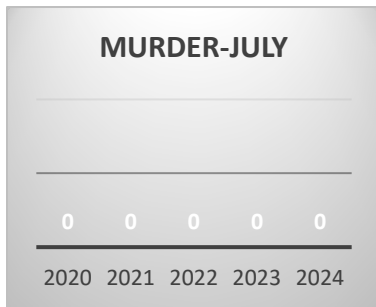
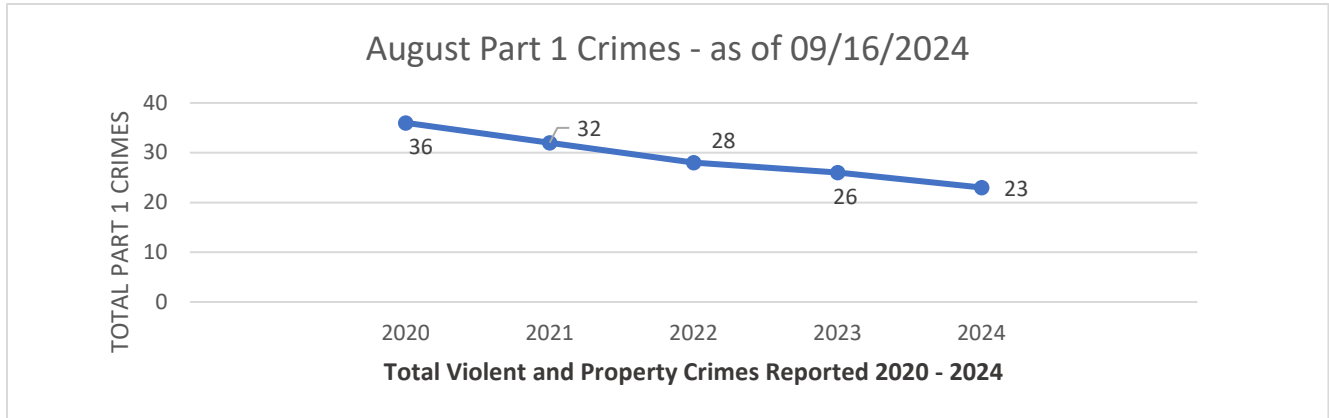
If we include those savings, the Net cost to the CITY for BHT services for the \$151,990.66 was only \$16,043.48.



California City Police Department



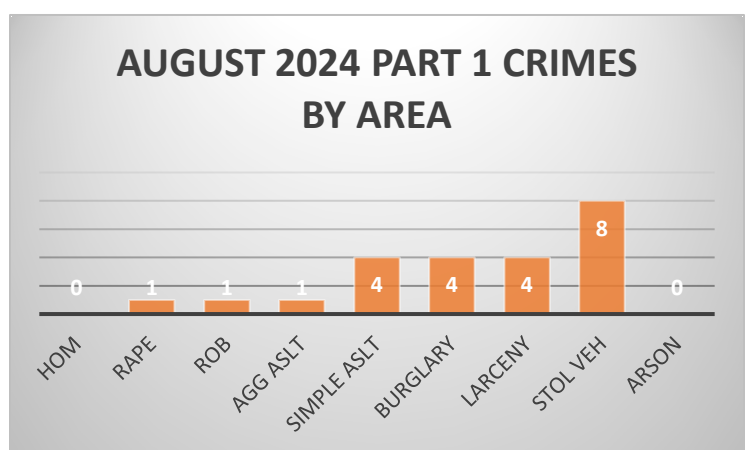
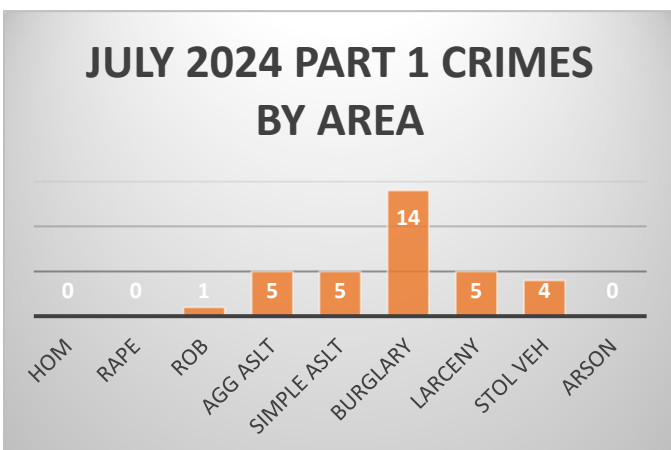
AUGUST 2024 Stats



JULY 2024 vs AUGUST 2024 Down by 32%

Part 1 Crimes July 2024 – 34

Part 1 Crimes August 2024 – 23





California City Police Department



AUGUST 2024 – PATROL STATISTICS

Total Incidents (August): 1,582 Total Arrests (August): 28 Felony Arrests: 17 Misd. Arrests: 11

Total Incidents (2024): 13,424 Total Arrests (2024): 242 Felony Arrests: 116 Misd. Arrests: 126

Calls for Service (August): 1,231

Calls for Service (2024): 9,767

Citations Issued (August): 22 Citations Issued (2024): 264

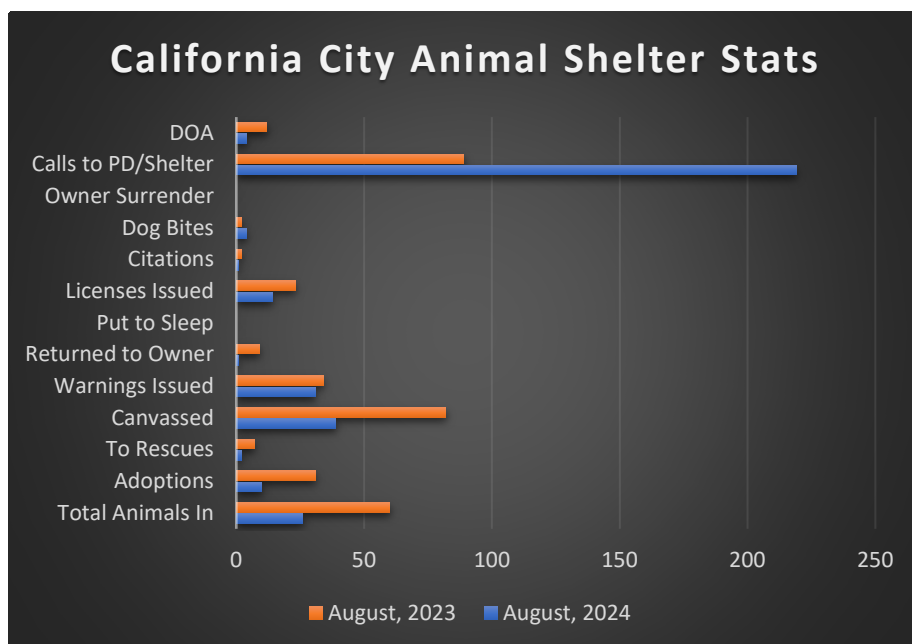
- The department continues to promote opportunities to hire new officers. Currently accepting applications for laterals.



California City Animal Shelter

August 2024 Totals

California City		
Animal Shelter Stats		
Criteria	August, 2024	August, 2023
Total Animals In	26	60
Adoptions	10	31
To Rescues	2	7
Canvassed	39	82
Warnings Issued	31	34
Returned to Owner	1	9
Put to Sleep	0	0
Licenses Issued	14	23
Citations	1	2
Dog Bites	4	2
Owner Surrender	0	0
Calls to PD/Shelter	219	89
DOA	4	12





DEPARTMENT REPORT

CITY COUNCIL MEETING SEPTEMBER 24, 2024

FROM: PLANNING DEPARTMENT
SUBJECT: MONTHLY PLANNING DEPARTMENTAL REPORT

Staff

- **Consultant Planner:** Anu Doravari
 - **Planning Admin:** Lilia Garcia
-

Projects and Applications

This report includes the following items:

- A. Active Planning Projects under Review
 - B. Director's Hearings
 - C. Financial Report for August 2024
-

A. Active Projects

Project Code	Project Name/Description	Status	Remarks
SPR 22-44	KUDU Solar	SPR Approved; PC and CC Approved	Grading permit review
SPR 22-45	Bellfield Solar	Decommissioning Bond re-draft by applicant	
SPR 24-10	Coastal Service Corp (Cannabis)	DH Scheduled	
SPR 21-48	Willow Wellness (Cannabis)	Application resubmitted	
CUP	Church	Site Plan Revisions	
CUP	Concrete Factory	Missing docs advised	
CUP	Mobile Home Park	Staff review complete	

B. Director's Hearings

Project Code	Project Name	DH Date
SPR 24-10	Coastal Service Corporation	23 Sept 2024

C. Financial Report - August 2024

Details of the financial report for August 2024 highlighting revenue, expenses, and any notable financial activities or changes.

PLANNING RECAP			
Covers Period August 1 - August 31, 2024			
NEW PROJECTS			
PROJECT TYPE	August	TOTALS	YTD TOTALS
CUP:			6
LOT LINE ADJUSTMENTS:			
LOT MERGERS:			1
SPR MAJOR:			12
SPR MINOR:	2		19
TENATIVE PARCEL MAPS:			
VARIANCE:			2
ZONE CHANGE & GPA:			
ZONE TEXT AMENDMENTS:			
APPROVED / COMPLETED PROJECTS			
PROJECT TYPE	August	TOTALS	YTD TOTALS
CUP:			4
LOT LINE ADJUSTMENTS:			
LOT MERGERS:			1
SPR MAJOR:			12
SPR MINOR :	2		19
TENATIVE PARCEL MAPS:			
VARIANCE:			1
ZONE CHANGE & GPA:			
ZONE TEXT AMENDMENTS:			
REVENUE (Non Reimbursable)			
PROJECT TYPE	August	TOTALS	YTD TOTAL
CUP:			\$8,732.00
LOT LINE ADJUSTMENTS:			
LOT MERGERS:			\$ 1,375.00
SPR:		\$680.00	\$15,660.00
TENATIVE PARCEL MAPS:			
TENATIVE TRACT MAPS:			\$1,414.00
VARIANCE:			\$ 250.00
ZONE CHANGE & GPA:			
Other:			
Monthly Total		\$680.00	\$29,041.00



**California City Building Departmental
Report FY 2024 - 2025
August 2024**

Building	August Total	Fiscal Year Total to Date
Inspections	168	367
Projects Finaled	46	120
Commercial Inspections	6	11
Commercial Inspection Finaled	2	2
Permit Applications Received	95	204
Plan Checks Received (Solar, Construction, BHT)	66	117
Plan Check Completed	66	117
New Residential Home Permits	10	21
New Commercial Building Permits	0	0
New Cannabis Building Permits	0	0
Total Permits Issued	79	150

RESIDENTIAL INSPECTION DETAILS AUG 2024		RES TOTAL INSPECTIONS AUG 2024	RES COMPLETE/FINAL INSPECTIONS
BLOCK WALL	1	168	46
CANNABIS APPROACH			
CANNABIS FINAL			
CARPORT		RESEDENTIAL CORRECTIONS AUG 24	
CODE ENFORCEMENT (RED TAG)		35	
COMMERCIAL FINAL			
DRAINIAGE			
DRYWALL NAILING	8	COMM INSPECTIONS AUG 2024	COMM FINAL INSPECTIONS
ELECTRICAL PANEL			
ELECTRICAL RELEASE	9		
ELECTRICAL ROUGH	11	3-COMM CHURCH, ELECTRICAL FRAMING. PLUJMING 1-FINAL CARPORT HYUNDAI 1-BELLFIELD SOLAR FENCE ZONE 15 1-COMM PATIO FOOTINGS	2
FIRE SEPERATION WALL			
FOOTING AND SLAB	5		COMM CORRECTIONS AUG 2024
FOUNDATION			3
FRAMING FLOOR			
FRAMING ROOF SHEATHING	14		
FRAMING ROUGH (Walls/Shear Panels)	10		
GARAGE/SHED			
GAS PRESSURE TEST			
HVAC	3		6
HOT MOP/SHOWER PAN	2		
INSULATION	7		
LATHING	6		
LEACH FIELD			
MECHANICAL ROUGH	10		
N-SFD FINAL	13		
PANEL UPGRADE	2		
PATIO FINAL			
PATIO COVER	2		
POOL			
PLUMBING ROUGH	10		
RE-ROOF	3		
SEEPAGE PIT	2		
SEPTIC TANK	2		
SET BACKS	9		
SEWERLINE			
SIDING			
SOLAR	25		
SPECIAL INSPECTION			
SPECIAL TRENCH			
TEMP ELECTRICAL			
UFER FOR ELECTRICAL SERVICE			
UNDERGROUND ELECTRICAL			
UNDERGROUND PLUMBING	8		
WATER HEATER	1		
WINDOWS	4		
MISCELLANEOUS	2		
168			



August '24 Building Permit Report

08/01/2024 - 08/31/2024

Permit Date	Permit Type	California City Permit	Site Address	Parcel #	Description
8/7/2024	R- NEW SFD	20680	8133 Glade Ave	204-171-21	New SFD 1731 sqft, 4 bed, 2 bath, 459 sqft attached garage, 129 sqft patio ***SEWER/SEPTIC CONNECTION REQUIRE SEPARATE PERMIT*** MAIN PANEL SERGE PROTECTORS, AND 24" FOOTINGS OR SOILS TESTS REQUIRED ON ALL NEW BUILDS
8/7/2024	R- NEW SFD	20681	7236 Bay Ave	211-203-01	New SFD 1731 sqft, 4 bed, 2 bath, 459 sqft attached garage, 129 sqft patio ***SEWER/SEPTIC CONNECTION REQUIRE SEPARATE PERMIT*** MAIN PANEL SERGE PROTECTORS, AND 24" FOOTINGS OR SOILS TESTS REQUIRED ON ALL NEW BUILDS

8/7/2024	R- NEW SFD	20682	8218 Karen Ave	213-296-01	New SFD 1731 sqft, 4 bed, 2 bath, 459 sqft attached garage, 129 sqft patio ***SEWER/SEPTIC CONNECTION REQUIRE SEPARATE PERMIT*** MAIN PANEL SERGE PROTECTORS, AND 24" FOOTINGS OR SOILS TESTS REQUIRED ON ALL NEW BUILDS
8/6/2024	R- NEW SFD	20677	8541 Jacaranda Ave	203-213-06	New SFD 1731 sqft, 4 bed, 2 bath, 459 sqft attached garage, 129 sqft patio ***SEWER/SEPTIC CONNECTION REQUIRE SEPARATE PERMIT*** MAIN PANEL SERGE PROTECTORS, AND 24" FOOTINGS OR SOILS TESTS REQUIRED ON ALL NEW BUILDS
8/6/2024	R- NEW SFD	20678	8173 Kalmia Ave	203-252-15	New SFD 1731 sqft, 4 bed, 2 bath, 459 sqft attached garage, 129 sqft patio ***SEWER/SEPTIC CONNECTION REQUIRE SEPARATE PERMIT*** MAIN PANEL SERGE PROTECTORS, AND 24" FOOTINGS OR SOILS TESTS REQUIRED ON ALL NEW BUILDS

8/5/2024	R- NEW SFD	20688	8636 Peach Ave	203-384-09	New SFD single story 1571 sqft 3 bed 2 bath, 578 sqft attached garage, 268 sqft patio, roof mount solar 2.83 kw, 7 modules. ***SEWER/SEPTIC CONNECTION REQUIRES SEPARATE PERMIT***
8/5/2024	R- NEW SFD	20690	21142 72nd St	299-161-17	New SFD single story 4 bed 2 bath 1871 sqft, 500 sqft attached garage, 650 sqft patio ***SEPTIC/SEWER CONNECTION REQUIRES SEPARATE PERMIT ***
7/8/2024	R- NEW MULTI FAMILY	20665	8125 Jimson Ave	213-162-02	New Duplex - Unit (1) 1217 sqft, 3 bed 2 bath Unit (2) 1087 sqft, 3 bed 2 bath, 400 sqft detached garage. ***SEPTIC/SEWER CONNECTION REQUIRES SEPARATE PERMIT***
3/24/2024	R- NEW SFD	20675	7333 Jimson Ave	299-221-33	New SFD - Single story 3 bed, 2 bath 1513 sqft, 400 sqft covered carport*** SEWER/SEPTIC CONNECTION REQUIRES SEPARATE PERMIT
3/21/2024	R- NEW SFD	20674	7433 Jimson Ave	299-221-39	New SFD - Single story 3 bed, 2 bath 1513 sqft, 400 sqft covered carport*** SEWER/SEPTIC CONNECTION REQUIRES SEPARATE PERMIT



**California City Building Departmental Sign In Sheet To Date
FY 2024 - 2025
August 2024**

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CALIFORNIA CITY BUILDING DEPARTMENT

CALIFORNIA CITY BUILDING DEPARTMENT					
TIME:	NAME:	ADDRESS / APN:	PHONE #:	EMAIL:	REASON FOR VISIT:
	MARIE QUINN	7333 Jimson	() -		
	Jerry Heller	21020 Sheridan CT	() -		
	MARIE Shedd	21021 First St. Cleij	() -		
	ELENAMENCHACHAN	LOT	(849) 900-1800	Elenamenchachan	Plastic
	JANAKA PEDRAE	10541 SHERIDAN ST.	() -		PERMIT - SOLAR
	CHRISTINA EGOS	7234 LANDS DRIVE	(818) 270-0324	CHRISTINA LOK & HOMER	- INQUIRING ABOUT A LOT
11:50am	JUAN C. GRANADOS	218-163-01-00-8	(818) 200-6954	granados88@gmail.com	REVIEW SUBMITTAL 9/26/24
	JALILKA PIERRE	1004, Beach View Drive, Glendale	() -		PERMITS
4:46	Bon Ibrahim	703, 1415	(661) 645-6912	bonibrahim91@gmail.com	NEW BUILD
	ANTHONY GARRERA	203-212-07-00-5	(310) 442-2763	PERMIT LOS ANGELES	PERMITS
	TIA SALT	0050 KOREAN AVE	(818) 442-5757	tsalt@pacbell.net	PERMIT
	JANAKA PIERRE		() -		PERMIT
	SORANEE THOAT	9628 California City Blvd	(562) 310-8118	blue_cydesign@yahoo.com	Submit Plan
	Dan Fox	61900-4 Lindenberg	(461) 332-0848	Dan@foxdesign.com	Pick up plans
	Lesley Grimshaw	10541 Sheridan	(760) 660-5804		
	Dan Bruce Lenz	2032/415	(729) 533-8465		QUESTIONS
1:04pm	BRANDY MAYERETTE	10541 SHERIDAN ST	(861) 825-9333		COPY OF PERMIT
1:07pm	James Kelly III	8736 Ironwood Ave	(461) 1749-4682	jameskellytheking@gmail.com	Permit panel upgrade
2:34pm	Cesar Vega	8524 Bay Ave	(461) 220-3296		Permits for my fence - thank you!
	David Gylesco		() -		
9:24am	Carla Rivera	9725 Peck Ave	(818) 400-8056		Permits
10:00	Javier Ortiz Pereira	4604 Summer Side	(760) 488-4495		Permits
11:40	KASSIE MASALES	2183101st, 97510 Maryway Ave	(818) 804-9108	bakersfieldpermits@bakersfield.com	Solar Permit fees
	KIMMY PRUDEN	8312 NINA AVE	(661) 456-6354		Job and sign
	CAROLINE BERRY		() -		POLITICAL SIGN PERMIT
	Reggie Anne		() -		Questions/Inquiry
	Michael Pecora	9112 Santa Anita	(909) 666-2153		Permit extension
3:45	Michael Aguilar	9161 Redwood Blvd	(760) 678-1770		Sign permit political signs
4:00	Kristen Hartman		() -		
	ALAN	8336 SOTA LANE	(916) 604-8133		PERMIT
8:30	Amendoloff Rivers	9677 Glade Ave	(661) 378-0083		COC
	JOELYN HOFFMAN	10141 Maryway Ave	(818) 644-818		PERMIT
12:14	JANIS FERTT	5759 Hwy 98	(41) 332-0848	DRUSCHKEBAKERSFIELD	PERMIT
12:32	LEE KEO	21441 Randsburg Mojave RD	(661) 441-5827		Asphalt Voths
	Kogelio ANINA	8313 Koa	() -		Gen info.
	JOHNNY KERRIE	8730 E C B	() -		D-F-D
	JOHNNY MILLER	10000000 APN	(818) 445-0050		Solar
12:04	ARAVAN ARJUNAN	9316 MENDI BUA	() -		PERMIT

CALIFORNIA CITY BUILDING DEPARTMENT

[illegible]

City Clerk Betancur
California City Hall, 21000 Hacienda Blvd
California City, CA 93505-2259

Sep 13, 2024

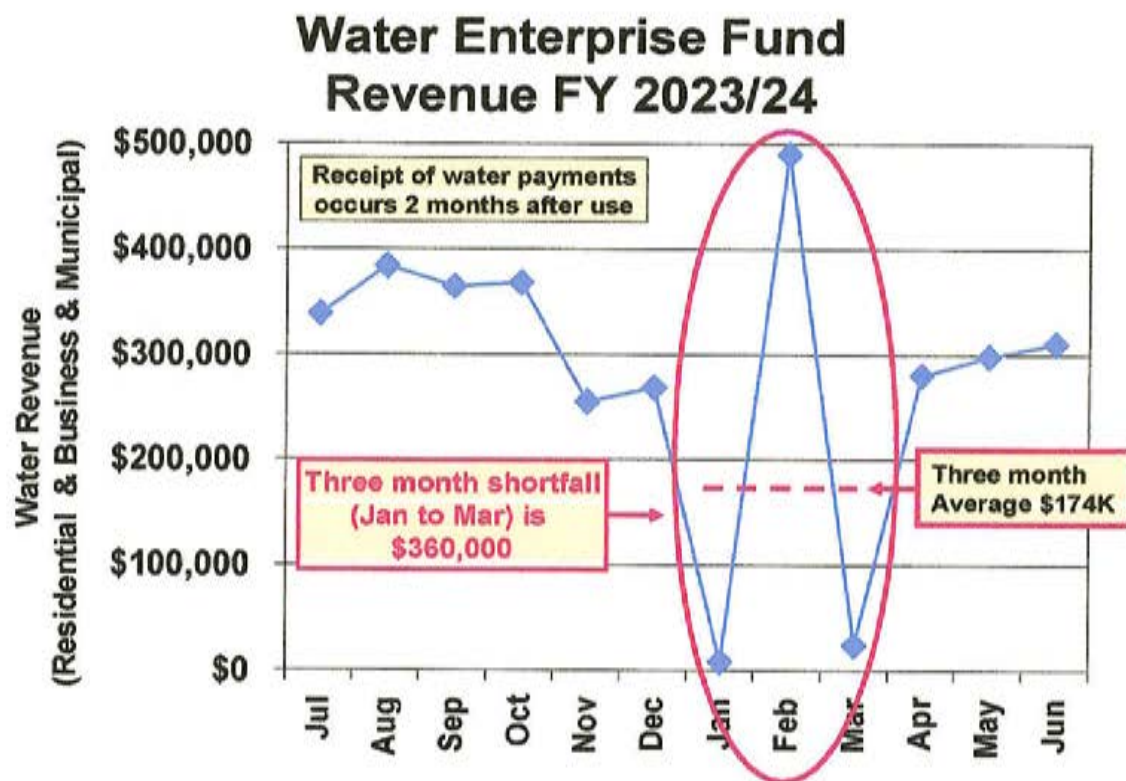
City Clerk Betancur,

Re: \$360,000 in Water Revenue Unaccounted for During 3-Months of FY 2023/24

Include this letter into the record for the upcoming city council meeting and distribute to city council members, city manager, and finance director; place this topic on the agenda to discuss at the next city council meeting.

Accounting records for Water revenue is erratic and suspicious between January and March 2024. There was a shortage in recorded water revenue during those three months totaling about \$360,000. The erratic revenue accounting needs explanation and recovery of the funds shortfall. See companion letter on Sewer revenue dated Sep 14, 2024.

Examining the 2023/24, the Finance Dept's monthly Water revenue from residential and commercial (businesses, institutional, industrial & municipal) users reveal there are three months (Jan thru Mar 2024) where recorded revenue was unexplainably erratic; see red-circled area in the chart below. What happened? A tiny revenue, \$8,416, was recorded in January, then a large revenue, almost a catch-up, in February and then another small revenue, \$24,134, happened in March. The 3-month average (Jan to Mar) was only \$174K (see red dashed line), a shortfall of about \$120,000 per month for three months (totaling \$360,000) below the seasonally adjusted monthly average.



The Council should direct the Acting City Manager to probe why erratic water revenue was recorded Jan - March and recover the unaccounted for \$360,000; return it back to the Water Fund.

J. M. Powers

Cc: Each Council Member, Acting City Manager Lamberth, MDN, All Stakeholders

City Clerk Betancur
California City Hall, 21000 Hacienda Blvd
California City, CA 93505-2259

Sep 14, 2024

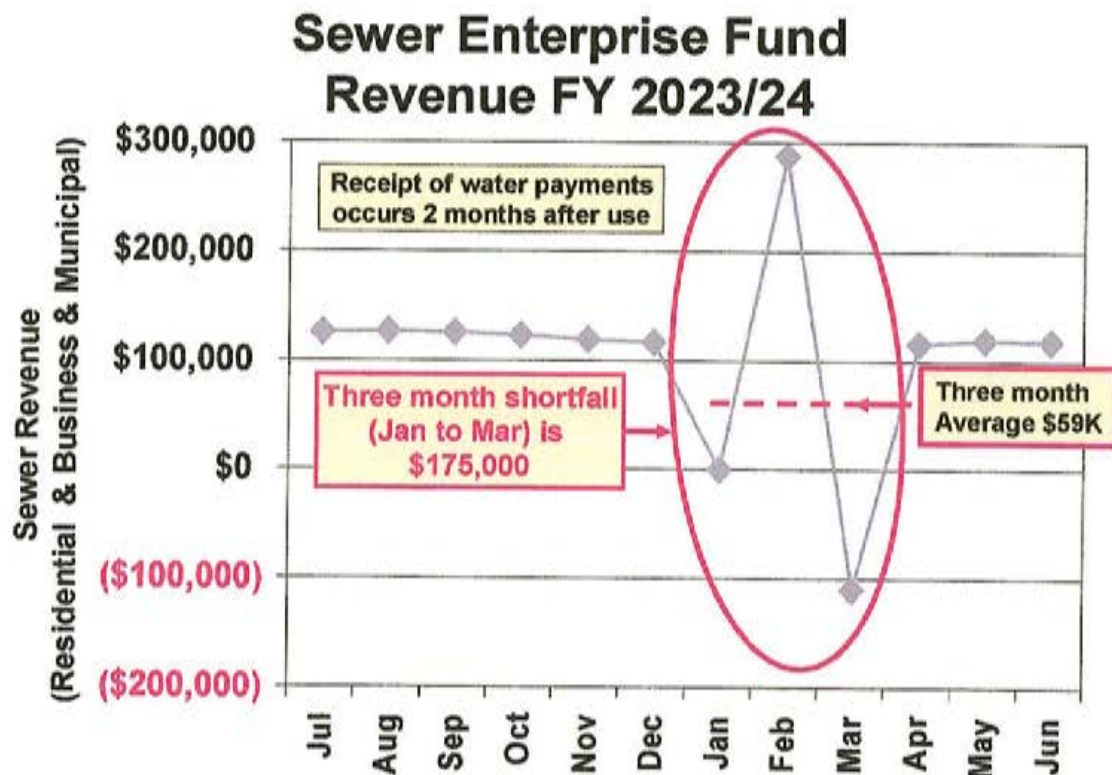
City Clerk Betancur,

Re: \$175, 000 in Sewer Revenue Unaccounted for During 3-Months of FY 2023/24

Include this letter into the record for the upcoming city council meeting and distribute to city council members, city manager, and finance director; place this topic on the agenda to discuss at the next city council meeting.

Accounting records for Sewer revenue is erratic and suspicious between January and March 2024. There was a shortage in recorded sewer revenue during those three months totaling about \$175,000. The erratic revenue accounting needs explanation and recovery of the revenue shortfall. See companion letter on Water revenue dated Sep 13, 2024.

Examining the 2023/24, the Finance Dept's monthly Sewer revenue from residential and commercial (businesses, institutional, industrial & municipal) users reveal there are three months (Jan thru Mar 2024) where recorded revenue was unexplainably erratic; see red-circled area in the chart below. **What happened?** Zero-dollars in revenue were recorded in January, and then a large revenue, almost catch-up, in February and then a large negative revenue, **(\$110K)**, happened in March. The three-month average (Jan to Mar) was only **\$59K** (see red dashed line), **a shortfall of about \$58K per month for three months (totaling \$175,000) below the seasonally adjusted monthly average.**



The Council should direct the Acting City Manager to probe why erratic revenue was recorded Jan - March and recover the unaccounted **\$175,000**; return it back into the Sewer Fund.

J. M. Powers

Cc: Each Council Member, Acting City Manager Lamberth, MDN, All Stakeholders

City Clerk Betancur
California City Hall, 21000 Hacienda Blvd
California City, CA 93505-2259

Sep 15, 2024

City Clerk Betancur,

Re: The Cost of Prison Vacancy on Water & Sewer Enterprise Funds

Include this letter into the record for the upcoming city council meeting and distribute to city council members, city manager, and finance director; place this topic on the agenda to discuss at the next city council meeting.

The City Council is worried over the loss of city revenue due to Cal City prison vacancy. Examination of financial data reveals prison vacancy caused water & sewer funds to lose about \$300,000 for each fund. But, Public Works introduced "temporary acre-feet" water rates without a rate study that drains \$1M/year from the Water Fund & violates Prop 218.

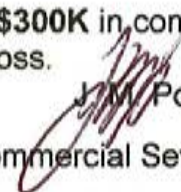
City Council hand wringing over the magnitude of revenue loss due to prison vacancy, mainly due to less water & sewer revenue, has been quantified in this letter. The revenue loss is considerably less than the Finance Dept. estimates. Source revenue data from the Finance Dept's monthly financial statements was used to prepare the attached two charts. Revealed in those charts are poor decisions by the city staff that is comparatively more costly to ratepayers than the prison vacancy revenue loss. There are two revenue sales categories: Residential and Commercial. The commercial category includes commercial businesses, institutional (prisons & schools), industrial, and municipal; collectively referred to as **CIIM** or **CII**.

Figure 1, attached, shows commercial water sales revenue from 2014/15 thru 2023/24, which included the five years of 2014 Water Rate increases. Commercial water revenue peaked at **\$2.5M**. Beginning fiscal year 2020/21, Public Works changed the water rates without a mandated water rate study, with the most revenue reduction, at **\$1M decrease per year**, caused by the new "Temporary Acre-Foot" water rate. This new "temporary acre-foot" water rate and the base & commodity water rates changes by Public Works violate Prop 218.

The prison became vacant in October 2023. Inmate population was 1,952 at the end of June 2022, decreasing to 623 by the end of June 2023. For the first three months of 2023/24, the inmate population declined to 425, 197, 133 and then zero, for July, August, September, and October 2023, respectively. Shown in Figure 1, a **\$291,000** reduction in water revenue during 2023/24 can be directly attributable to the prison vacancy.

Figure 2, attached, is the same examination for commercial sewer sales revenue, except it is more complex. For clarity, the residential sales revenue is shown ghosted in outlined bars only. Despite almost a decade of public warnings to City Councils and City Managers, the Finance Dept. incorrectly categorized prison sewer revenue as residential, when it was actually commercial sewer revenue. From 2021/22 forward, the prison was finally properly categorized as commercial sewer revenue; hence, the substantial jump in commercial sewer revenue from 2021 to 2022 (purple bars). Observe that at least **\$276,000** in sewer revenue loss occurred when the prison became vacant in 2023/24.

In conclusion, vacancy of the prison resulted in roughly **\$300K** in commercial water revenue loss and about **\$300K** in commercial sewer revenue loss.


J. M. Powers

Atch 2: **Figure 1** Commercial Water Revenue and **Figure 2** Commercial Sewer Revenue

Cc: Each Council Member, Acting City Manager Lamberth, MDN, All Stakeholders

Fig 1. Water Dept. Commercial Water Revenue

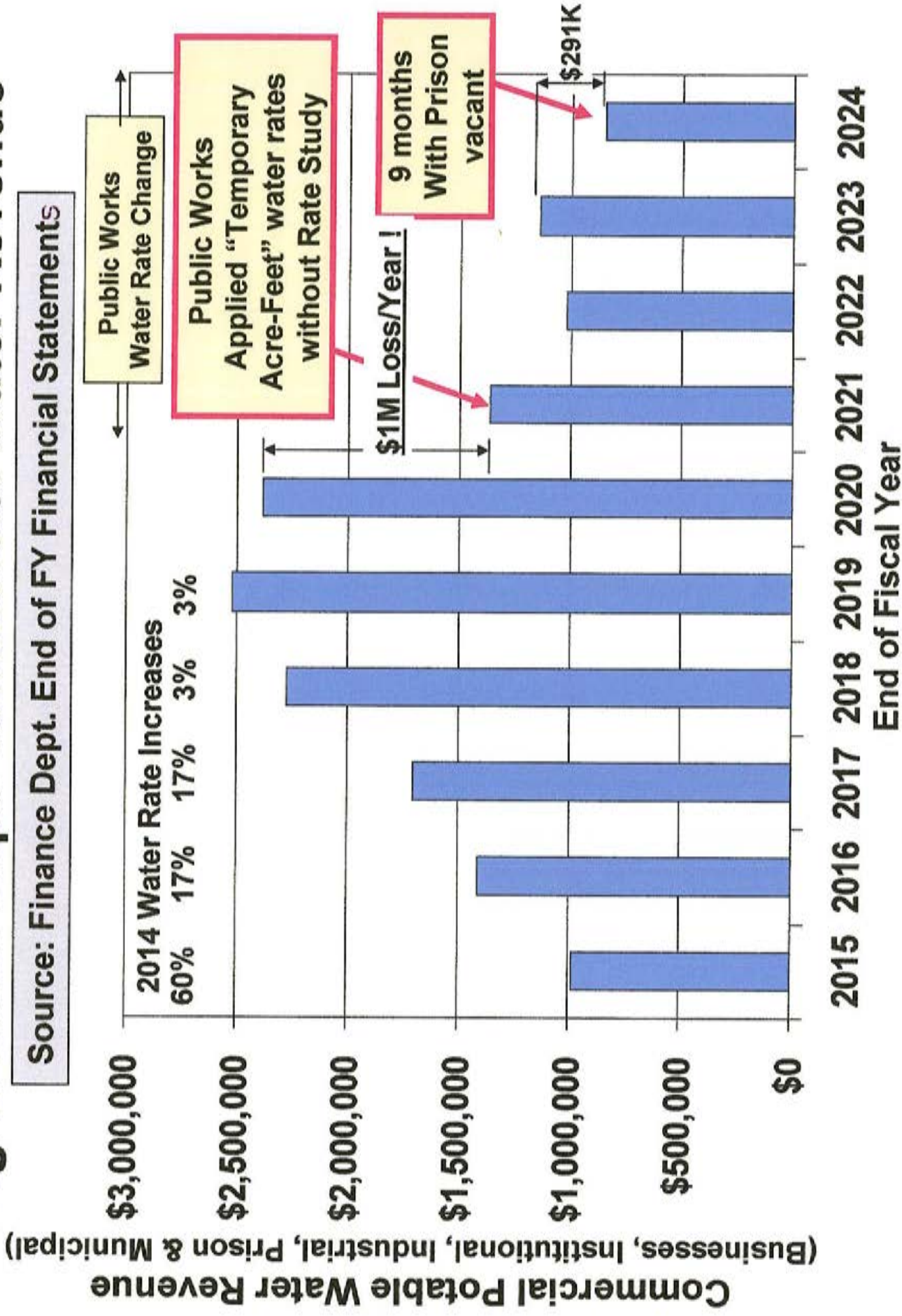
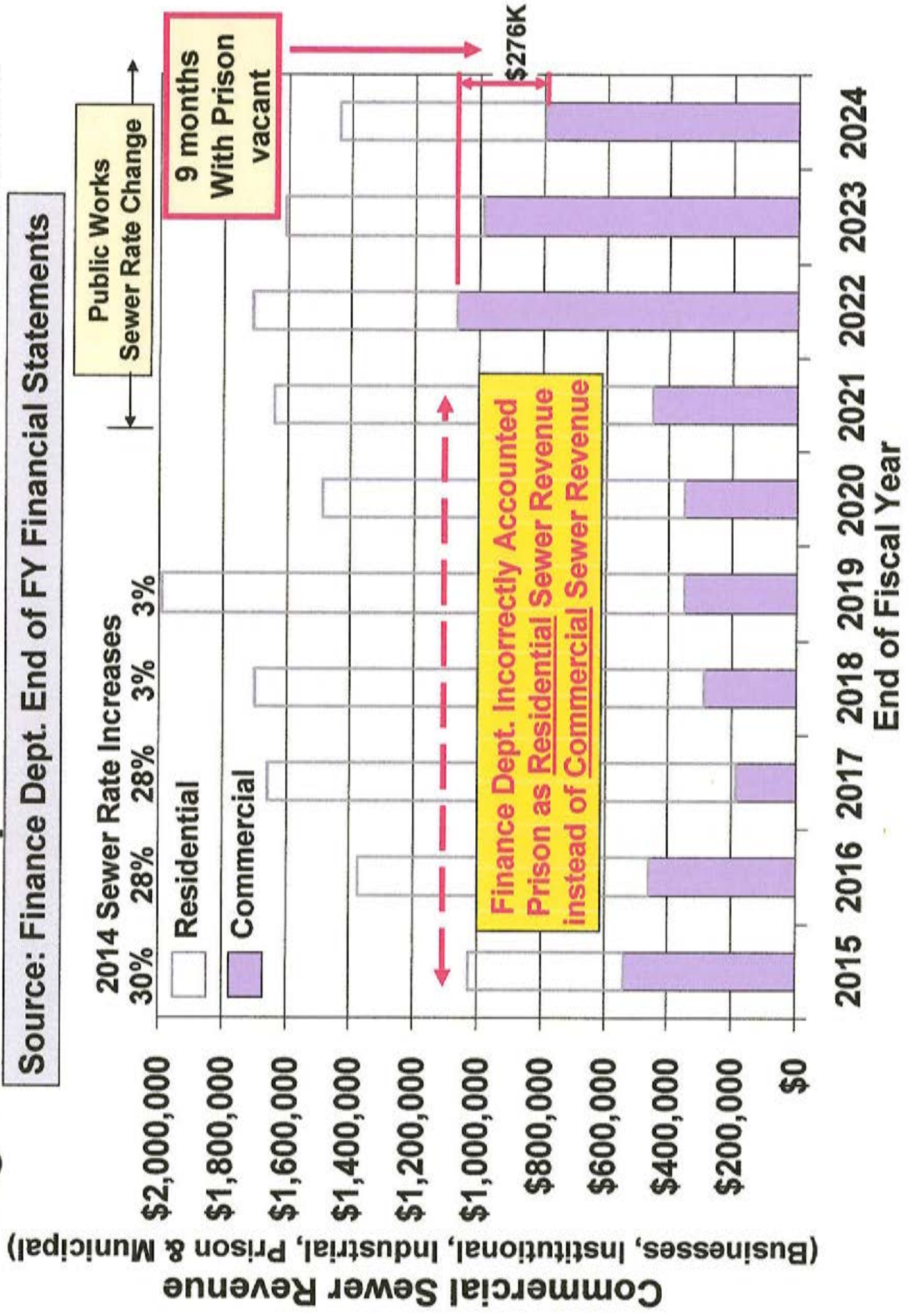


Fig 2. Sewer Dept. Commercial Sewer Revenue



Powering and Empowering Government



Our viewpoint

As the recognized leader in GovTech,
we have a pulse on what it takes for
local governmental impact in this next era

10k+

customers

100k+

public servants

340M+

residents

50

states

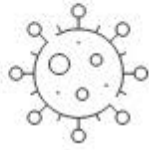
6

provinces

25

years

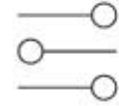
Surges of deep and disruptive change are impacting local government



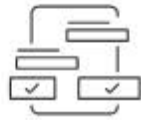
**Covid dollars
drying up**



**Accessibility
heating up**



**Migrating
populations**



**New patterns
of work**



**Staff fatigue /
shortages**



**Cybersecurity
threats**



**Sustainability
requirements**

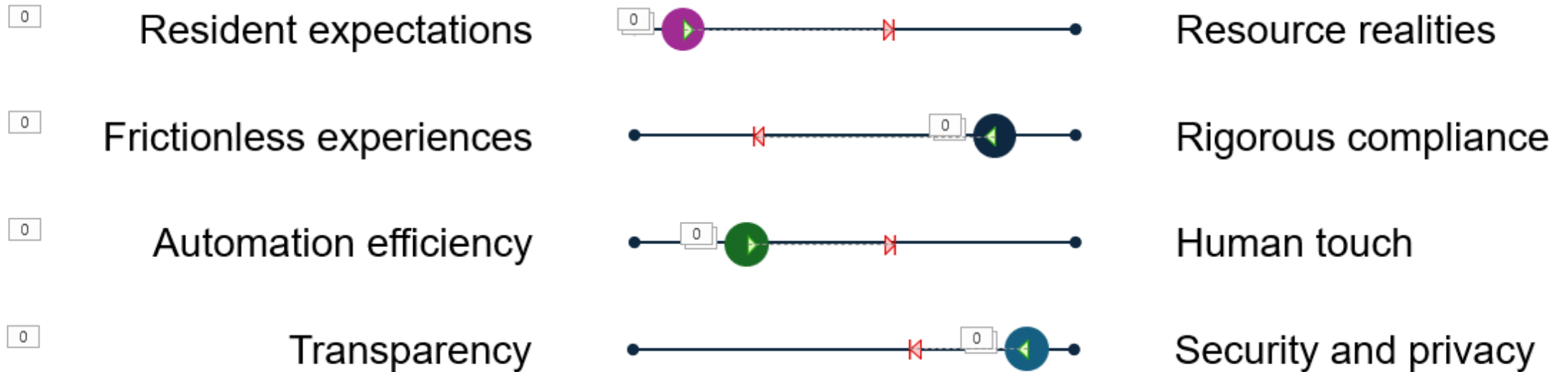


**Charged political
environment**



**Public
distrust**

Civic leaders are **stuck** in a balancing act



1

...with no way out

An aerial photograph of a city skyline, likely Chicago, featuring a river, a bridge, and various skyscrapers under a clear blue sky.

What high-performing civic leaders know

Governments that **thrive** will leverage advancements in platform technology, frictionless experiences, purposeful data, and a trusted partner to drive a shift to

IMPACT-LED Government

The answer



The best-run local governments run on CivicPlus

**Public servants
at our core**

**Local GovTech
category leader
and innovator**

**Modern Civic
Impact Platform**

**Trusted partner
for Impact-Led
Government**



What does it take to be Impact-Led?

5 Principles

overcome the forced-choice constraints of the past

- 1** Modernize and connect every function
Intelligent automation, efficiency, stronger collaboration – work better together
- 2** Deliver a singular, personalized resident experience
Friction-free delight, unified profile, intuitive and consistent – remove hassle
- 3** Supercharge staff impact
Automated tasks, data-driven decisions, aligned priorities – boost performance
- 4** Strengthen compliance, accessibility, and readiness
Best practices, continuous adaptation – team with a forward-thinking partner
- 5** Consolidate on a comprehensive, purpose-built platform
Solution breadth, compounding value, grows with you – eliminate multiple vendors

Civic Impact Platform



Unified Portal: Delightful Resident Experience

single interface | single profile | personalized dashboard | frictionless self-service



PIO



Clerk



Public Works



Rec Dir



IT

Solution Breadth: Unmatched End-to-End Efficiency

automation and workflows | in and across departments | superior staff experience

Municipal
Websites

Web
Accessibility

Mass
Notification

Social Media
Archiving

Agenda and
Meeting
Management

Codification

Open Records
Request

Process
Automation

Recreation
Management

311 CRM

Community
Development

...

Impact-Driven Insights

Advisory

Data

Analytics

Shared Platform: Extensible Foundation

single sign on | security | scalability | governance | payments | search | mobile | AI chatbots | APIs

CivicEngage® Accessibility Compliance

Start Accessible and Stay Accessible

CivicPlus® launches websites that comply with WCAG 2.0 guidelines. Post-launch, our partner and ADA expert, AudioEye, helps your website stay compliant as your team members continuously make website changes.

AudioEye helps CivicEngage clients with ADA Compliance

AudioEye is a leading expert in ADA compliance with over one million URLs remediated and monitored, and they have helped many CivicEngage clients keep their websites compliant. See examples of how AudioEye has helped these clients:

[Portsmouth, VA](#)

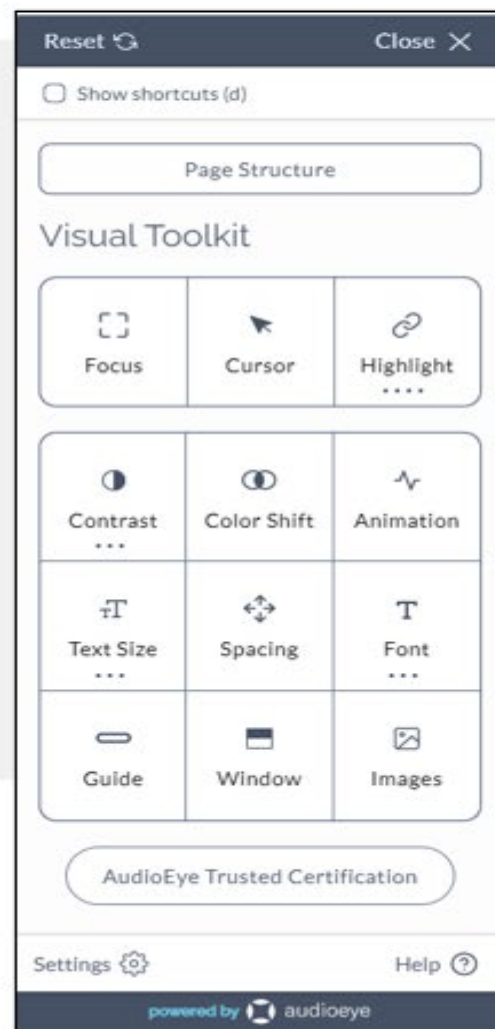
[Humboldt County, CA](#)

Compliance Services Offered

- ADA Training
- Advanced Automated and Manual Testing
- Ongoing ADA Compliance Monitoring
- Technology Generated Auditing and Remediation
- Comprehensive Conformance Reporting
- Ally Toolbar for ADA assistance on your site
- Certification

How Do I Get Certified?

After discovering and remedying any ADA compliance violations on your CivicPlus website, AudioEye will certify your website as AudioEye Trusted and place the following badge on your website:



Municipal Website

Website Hosting and Security

Government is the second largest target for hackers. CivicPlus invests millions of dollars on cybersecurity, annually, to mitigate the risks that you face every day.

Accessibility Compliance

Every person in your community deserves equitable access to your digital content. ADA / WCAG compliance standards ensure all residents can easily access your content.

Support and Implementation

Our award-winning Technical Support Team will help and support you every step of the way. You'll partner with a dedicated team to guide your success during and after implementation.

Integrate and Automate

Pre-defined workflows and automations to simplify your processes. Content as a service (CaaS), open APIs, and integrations seamlessly connect your government work.



Purpose-Built Solutions

Products designed to power and empower Governments as they strive to meet the evolving needs and expectations of Residents to have access to information, communication and services online, on any device.



Modern Branded Designs

Best-in-class, custom designs built individually to fit your community's culture and needs.



Widest Feature Set

Extensive functionality is available for all your team's needs. Document and image management, alerts, notifications, online forms, payments, service requests, and more.



Process Automation and Digital Services Solutions from CivicPlus®

- A government form template library for every department
- Secure data (HIPAA/PHI, PCI, PII)
- Built-in integrations
- Approvals workflow automation
- Analytics to track submissions and usage
- Same-day implementation and deployment
- Functionality to build mobile app solutions with no coding



Use CivicPlus for every resident and department need.

We have 150+ pre-built and ready-to-use form templates, including:



License applications and renewals



Inspections and audits



Online payments, e-signature, and digitized documents



Incident reporting



Requests for information

Serve your residents online and not in line.

- Eliminate paper processes
- Maximize revenue
- Meet modern expectations

Live and On-Demand Video Streaming

Media is a core component of the Civic Experience Platform and is accessible through our Municipal Website and Agenda and Meeting Management solutions. With CivicPlus® Media, you can integrate live or recorded videos of meetings and events, anywhere on your CivicPlus® website that is easily accessible by residents, from any desk computer or mobile device—no technical or coding skills necessary.

- Unlimited storage
- Unlimited back-end users
- Stream one meeting up to 3 locations
 - (EX: YouTube, Zoom, Website)



Live Stream:

- Board meetings
- Community concerts or parades
- School sporting events
- Council meetings
- Elected official Q&A sessions
- Press conferences

civicplus.com

Simple livestream recording.



Immediate availability of recorded videos for on-demand viewing; no additional steps or manual file uploads.



Convenient integration with social media platforms including Facebook, YouTube, and Twitter.



High-definition video for professional-quality presentations.



Link meeting agendas and bookmarks.



Auto-start recordings of meetings, so video viewers never miss a moment of live proceedings.

Agenda & Meeting Management



Scalable

Proudly serving customers from 1,000 to over 1,000,000 residents



Customer Satisfaction

Winner of 9 [Stevie® Awards](#)

97.6% Support satisfaction; under five-minute response time for Chat 86% of all support requests are solved with one touch; "Immediate responses from support. They are a great team!"



Integrations

Online Code of Ordinances and Municode Codification
Municipal Website: Calendar and Search
Dropbox, Google Drive, Microsoft OneDrive, Laserfiche, an open API system



Flexibility and Adaptability

Never feel locked into a single approach
We will work with you from day one well into the future to match your needs



Built by Clerks for Clerks

With over 4,200 clerk customers, no technology provider partners with as many clerk leaders



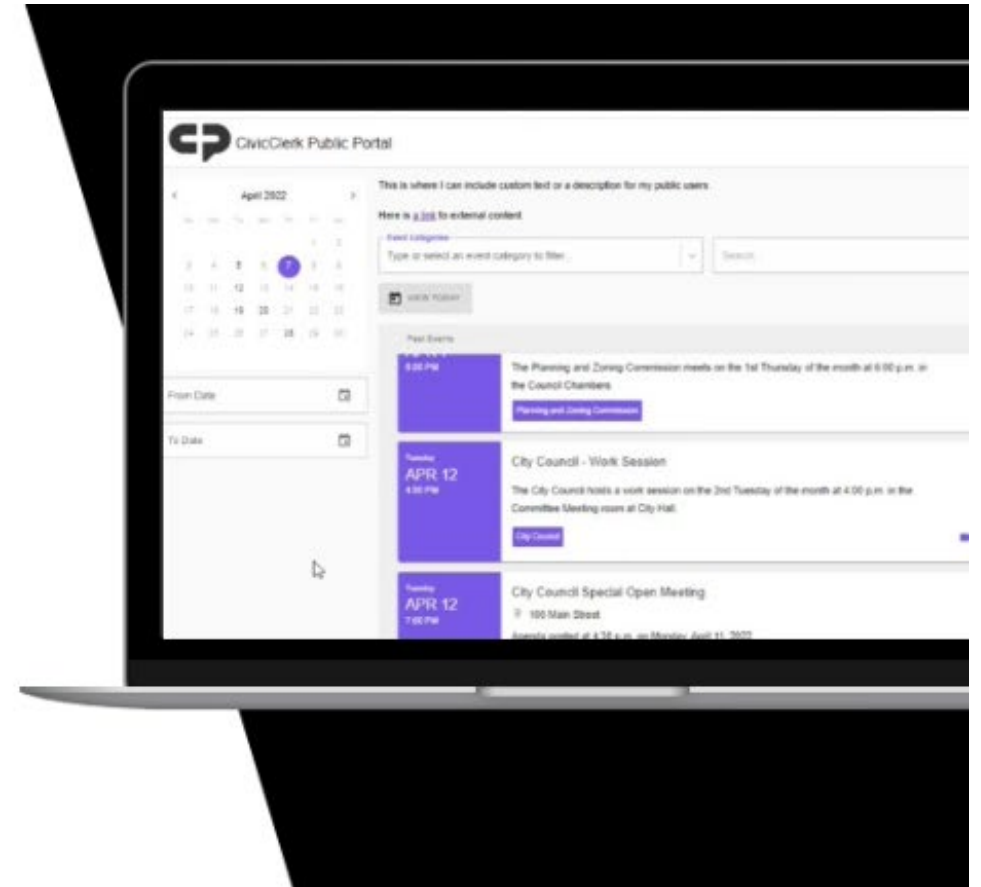
Unlimited Options

Unlimited meetings, users, and documents allows clerks to operate to their unique needs



Streamlined Publishing

Automatic post-to-website of future meeting notices. Integrates with your [CivicPlus](#) Municipal Website calendar and meetings directory with advanced search and notification capabilities



Why NextRequest?

Five Reasons You Should Be Processing Records Requests With NextRequest:



Records Requests Can Get Missed.

Not responding to requests puts your agency at risk of non-compliance with state records laws. With email reminders, automated workflows, and a clear audit trail, NextRequest ensures you always know the status of records requests.

Large Requests Take Time To Review And Redact.

Save time with email extraction, bulk actions, and batch redaction through NextRequest's RapidReview feature. Quickly review documents and emails in context and redact information from many documents at once.

Redacting Sensitive Information Is Crucial.

Avoid accidentally releasing sensitive information. NextRequest's Risk Module automatically scans for personal identifying information in all uploaded documents and assigns a risk level based on the frequency and type of sensitive information found.

Requests Pile Up, And It's Important To Get Ahead.

Increase transparency and efficiency by proactively publishing documents to reduce duplicate requests, connect requesters with self-serve information, and automatically route staff to requests that need their attention.

Payment Processing Slows Requests Down.

Save staff time by accepting payments online with custom invoicing templates and automatic billable hours calculation, and leverage visual dashboards to identify trends.

All-In-One public records request solution:

- Automating tracking of request
- Centralizing communications
- Empowering you to perform redactions in efficient and secure manner.

Why Archive?

FIVE FACTS FOR WHY YOU SHOULD BE ARCHIVING YOUR SOCIAL MEDIA WITH ARCHIVESOCIAL

SOCIAL MEDIA IS A PUBLIC RECORD

1

In all 50 states, social media is considered a public record, and agencies have an obligation to comply with open records laws.
See your state laws and info here: bit.ly/PublicRecordLaw

COMMENTS ARE CRITICAL

2

Open records laws maintain that you need to be able to produce social media records — both from your own content, but also from content your constituents create — in response to records requests.

RELYING ON SOCIAL NETWORKS IS FLAWED

3

The social networks were built to facilitate the online connection of billions of private citizens to one another. They are not built for, nor bound to, public records laws, and have no legal obligation to retain records.

"SCREENSHOTS" ARE NOT COMPLIANT

4

Manual processes are inefficient for both capture & searching, and often inadmissible in court. Challenges with frequency of capture, lost deleted/revised content, and no meta-data to prove the authenticity of records leave agencies with significant risk.

YOU WILL NEED TO PRODUCE RECORDS

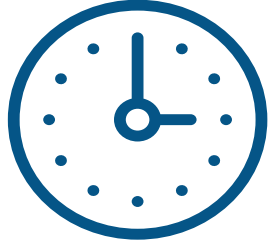
5

You are required by law to be able to produce social media content if there is a public request for it. Having a system in place that captures all content and meta-data is the only way of ensuring compliance.

Social Media Archiving:

- captures and preserves your social media
- ensures California City is in compliance
- access to all of your social media records in one secure location.

Our Team of Municipal Experts Are:



AVAILABLE

Toll-free phone and email support 7 a.m. to 7 p.m. CST Monday through Friday, plus 24/7 emergency support. Live chat weekdays from 10 a.m. to 4 p.m. CST.



DOMESTIC

All of our technical support specialists are located right here in the United States. Our headquarters is located in Manhattan, KS.



RESPONSIVE

Our goal is to respond to all email support requests within four hours during normal business hours, and within two hours for voicemails left with our support team.



PROACTIVE

We provide continual support for updates and fixes as soon as they are available to clients, as well as maintenance rollouts, and quarterly enhancements.

California City

Check Register - City Council Meeting
Check Issue Dates: 9/6/2024 - 9/19/2024Page: 1
Sep 18, 2024 03:08PM

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
09/12/2024	114346	AT&T Wireless	08/01-08/31/24	08/31/2024	287281248059	876.16	876.16	104155286	Communications Ma
09/12/2024	114346	AT&T Wireless	08/03-09/02/24	09/02/2024	287306780425	964.46	964.46	184217284	Telephone - Land
Total 114346:							1,840.62		
09/12/2024	114347	Southern California Edis	05/07-09/08/24	09/09/2024	600000500366	105,000.20	105,000.20	717111281	Electricity
Total 114347:							105,000.20		
09/12/2024	114348	Charter Communication	09/01-09/30/24	09/01/2024	127516201090	3,987.00	3,987.00	184212286	Communications Ma
09/12/2024	114348	Charter Communication	09/01-09/30/24	09/01/2024	170622401090	1,047.83	1,047.83	184212286	Communications Ma
Total 114348:							5,034.83		
09/12/2024	114350	Verizon Wireless	07/27-08/26/24	08/26/2024	9972470134	2,774.67	2,774.67	545410284	Telephone - Land
09/12/2024	114350	Verizon Wireless	07/27-08/26/24	08/26/2024	9972470135	52.58	52.58	105117286	Communications Ma
09/12/2024	114350	Verizon Wireless	07/27-08/26/24	08/26/2024	9972470136	314.06	314.06	515115284	Telephone - Land
09/12/2024	114350	Verizon Wireless	07/27-08/26/24	08/26/2024	9972470137	826.15	826.15	194222286	Communications Ma
Total 114350:							3,967.46		
09/17/2024	114351	Hughes Network System	08/29-09/29/24	08/29/2024	B1-424232093	151.93	151.93	164249286	Communications Ma
Total 114351:							151.93		
09/17/2024	114352	Verizon	08/10-09/09/24	09/10/2024	06285429	35.83	35.83	184215284	Telephone - Land
Total 114352:							35.83		
09/19/2024	114353	911 Restoration of Baker	Mold Remediation- Borax	08/29/2024	2024-154	7,140.01	7,140.01	164249630	Contracts
Total 114353:							7,140.01		
09/19/2024	114354	Alexander Enterprises, I	Water Bills 08/01-08/31/24	08/29/2024	4040	4,011.17	4,011.17	515115630	Contracts
Total 114354:							4,011.17		
09/19/2024	114355	Amber Chemical, Inc.	Hypochlorite Solution	08/29/2024	0382554-IN	1,428.57	1,428.57	515115480	Chemicals/EMS Med
09/19/2024	114355	Amber Chemical, Inc.	Hypochlorite Solution	09/12/2024	0382758-IN	1,309.52	1,309.52	515115480	Chemicals/EMS Med
Total 114355:							2,738.09		
09/19/2024	114356	AVEVA Select California	SCADA System	09/03/2024	327844	3,525.00	3,525.00	515115630	Contracts

PRE-ISSUE

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
Total 114356:							3,525.00		
09/19/2024	114357	BHT Engineering, Inc	23400 General Engineering	02/29/2024	24-065	2,805.00	2,805.00	104170315	Engineering
09/19/2024	114357	BHT Engineering, Inc	23400 General Engineering	03/31/2024	24-114	2,935.00	2,935.00	104170315	Engineering
09/19/2024	114357	BHT Engineering, Inc	22400.32 SPR 22-44	03/31/2024	24-115	2,300.00	2,300.00	104170315	Engineering
09/19/2024	114357	BHT Engineering, Inc	24400.02 Bellavue Solar CUP	03/31/2024	24-116	3,710.00	3,710.00	104170315	Engineering
Total 114357:							11,750.00		
09/19/2024	114358	Bound Tree Medical	Medical Supplies	09/05/2024	85476577	1,624.42	1,624.42	194222480	Chemicals/EMS Med
09/19/2024	114358	Bound Tree Medical	Medical Supplies	09/10/2024	85482180	691.04	691.04	194222480	Chemicals/EMS Med
Total 114358:							2,315.46		
09/19/2024	114359	Cal City Hardware Group	08/01-08/31/24	08/19/2024	10022 081924	68.06	68.06	294219270	Bldg Operation/Mai
09/19/2024	114359	Cal City Hardware Group	08/01-08/31/24	08/31/2024	10092 083124	112.24	112.24	404566408	Grounds
09/19/2024	114359	Cal City Hardware Group	08/01-08/31/24	08/30/2024	30000 083024	88.27	88.27	104161270	Bldg Operation/Mai
09/19/2024	114359	Cal City Hardware Group	08/01-08/31/24	08/30/2024	30001 083024	364.46	364.46	515115282	Gas
09/19/2024	114359	Cal City Hardware Group	08/01-08/31/24	08/30/2024	30002 083024	916.73	916.73	274411450	Special Depart Supp
09/19/2024	114359	Cal City Hardware Group	08/01-08/31/24	08/30/2024	30004 083024	19.26	19.26	104161270	Bldg Operation/Mai
09/19/2024	114359	Cal City Hardware Group	08/01-08/31/24	08/30/2024	30008 083024	277.28	277.28	535310270	Bldg Operation/Mai
Total 114359:							1,846.30		
09/19/2024	114360	Cal City Pet Clinic	07/01-07/31/24	08/10/2024	71398	787.65	787.65	184217650	Grant Expenses
09/19/2024	114360	Cal City Pet Clinic	08/01-08/31/24	08/20/2024	71540	332.18	332.18	184217310	Professional Service
Total 114360:							1,119.83		
09/19/2024	114361	Capitol Advocacy Partne	08/01-08/31/24	09/01/2024	2024CAP204	4,202.50	4,202.50	104155310	Professional Service
09/19/2024	114361	Capitol Advocacy Partne	07/01-07/31/24	09/01/2024	2024CAP204 B	102.50	102.50	104155310	Professional Service
09/19/2024	114361	Capitol Advocacy Partne	08/01-08/31/24 Cybersecurity	09/01/2024	2024CAP204 C	4,500.00	4,500.00	104155310	Professional Service
Total 114361:							8,805.00		
09/19/2024	114362	Caselle, Inc	09/01-09/30/24	09/01/2024	135434	2,545.00	2,545.00	104155630	Contracts
Total 114362:							2,545.00		
09/19/2024	114363	Compressed Air Specialti	Air Compressor Repair	06/07/2024	00043042	2,106.39	2,106.39	194222256	Equipment Operatio

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
Total 114363:							2,106.39		
09/19/2024	114364	Daniels Deep Tine LLC	Aerate Greens	09/10/2024	91024	800.00	800.00	404566630	Contracts
09/19/2024	114364	Daniels Deep Tine LLC	Aerate Greens	09/11/2024	91124	720.00	720.00	404566630	Contracts
Total 114364:							1,520.00		
09/19/2024	114365	Dennis Automotive	Unit 3014 Service	09/09/2024	23421	177.77	177.77	184212254	Veh Operation/Main
Total 114365:							177.77		
09/19/2024	114366	Diamond Ford	Unit 9000- Converter	08/29/2024	589118	3,438.16	3,438.16	274413254	Veh Operation/Main
Total 114366:							3,438.16		
09/19/2024	114367	DigiTech Inc.	08/14 Service Call	08/19/2024	18456	125.00	125.00	404566630	Contracts
Total 114367:							125.00		
09/19/2024	114368	Doravari, Anupama	07/29-08/23/24	09/16/2024	2024-09	6,000.00	6,000.00	104170310	Professional Service
Total 114368:							6,000.00		
09/19/2024	114369	FedEx	WWTP Sample Mailing	08/29/2024	8-605-74619	62.44	62.44	525213245	Postage and Shippin
Total 114369:							62.44		
09/19/2024	114370	Great America Financial	Return- Postage	08/29/2024	2562918	796.20	796.20	104155242	Office Equip Lease E
Total 114370:							796.20		
09/19/2024	114371	Gsolutionz Inc	10/1-10/31/24 GPS	09/01/2024	243150	568.95	568.95	184212284	Telephone - Land
Total 114371:							568.95		
09/19/2024	114372	Hightower, Kristy	Cannabis Training Reimbursement	07/29/2024	38DECB4D823E	45.00	45.00	394224230	Travel/Lodging/Reg
Total 114372:							45.00		
09/19/2024	114373	iWorQ Systems	10/01/24-09/30/25	09/03/2024	204759	1,950.00	1,950.00	104170210	Subscr/Books/Dues

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
Total 114373:							1,950.00		
09/19/2024	114374	Karls Hardware & Rental	Maintenance Supplies	09/03/2024	2708	216.49	216.49	164249270	Bldg Operation/Mai
Total 114374:							216.49		
09/19/2024	114375	Kern Auto Parts Inc.	Vehicle Supplies	08/02/2024	002726	48.11	48.11	294219254	Veh Operation/Main
Total 114375:							48.11		
09/19/2024	114376	Mark Bolender	Mower	08/28/2024	082824	1,500.00	1,500.00	404566256	Equipment Operatio
Total 114376:							1,500.00		
09/19/2024	114377	Mission Uniform Service	08/29 Linen Service	08/29/2024	522265611	96.04	96.04	184212270	Bldg Operation/Mai
09/19/2024	114377	Mission Uniform Service	09/05/24 Linen Service	09/05/2024	522312105	71.45	71.45	184212270	Bldg Operation/Mai
Total 114377:							167.49		
09/19/2024	114378	Mojave Public Utility Dis	08/01-08/31/24	08/31/2024	006090-000 08	3,780.45	3,780.45	515115604	Purchase Water
Total 114378:							3,780.45		
09/19/2024	114379	Norco Transmisson Cent	Unit 3009-AC	08/28/2024	082824AC	414.65	414.65	184212254	Veh Operation/Main
09/19/2024	114379	Norco Transmisson Cent	Unit 3009-Transmission	08/28/2024	082824TRN	4,200.00	4,200.00	184212254	Veh Operation/Main
Total 114379:							4,614.65		
09/19/2024	114380	ODP Business Solutions	Building Supplies	08/20/2024	379792566001	213.93	213.93	184212270	Bldg Operation/Mai
09/19/2024	114380	ODP Business Solutions	Building Supplies	09/02/2024	384373824001	61.85	61.85	104155270	Bldg Operation/Mai
09/19/2024	114380	ODP Business Solutions	Building Supplies	09/03/2024	384374413001	120.40	120.40	104155270	Bldg Operation/Mai
09/19/2024	114380	ODP Business Solutions	Building Supplies	09/06/2024	384374413002	46.51	46.51	104155270	Bldg Operation/Mai
09/19/2024	114380	ODP Business Solutions	Office Supplies	08/31/2024	384374415001	25.84	25.84	104155270	Bldg Operation/Mai
Total 114380:							468.53		
09/19/2024	114381	Pace Analytical Services	Lab Sampling	08/28/2024	2427B502766	275.00	275.00	525213314	Lab Sampling
09/19/2024	114381	Pace Analytical Services	Lab Sampling	09/04/2024	2427B502973	275.00	275.00	525213314	Lab Sampling
09/19/2024	114381	Pace Analytical Services	Lab Sampling	09/04/2024	2427B502976	275.00	275.00	525213314	Lab Sampling
09/19/2024	114381	Pace Analytical Services	Lab Sampling	09/09/2024	2427B503131	275.00	275.00	525213314	Lab Sampling
09/19/2024	114381	Pace Analytical Services	Lab Sampling	09/09/2024	2427B503262	275.00	275.00	525213314	Lab Sampling
09/19/2024	114381	Pace Analytical Services	Lab Sampling	09/09/2024	2427B503299	275.00	275.00	525213314	Lab Sampling

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
Total 114381:							1,650.00		
09/19/2024	114382	Peak Productions	Concessions	09/05/2024	BRB82324	758.00	758.00	294219440	Special Purchases/C
Total 114382:							758.00		
09/19/2024	114383	Recreate	Cal- Recycle CAP Annual Report	06/12/2024	1249	1,952.50	1,952.50	104155310	Professional Service
09/19/2024	114383	Recreate	Cal- Recycle CAP Annual Report	07/07/2024	1261	2,892.50	2,892.50	104155310	Professional Service
09/19/2024	114383	Recreate	Cal- Recycle CAP Annual Report	08/28/2024	1269	8,245.00	8,245.00	104155310	Professional Service
09/19/2024	114383	Recreate	Cal- Recycle CAP Annual Report	09/13/2024	1281	6,125.00	6,125.00	104155310	Professional Service
Total 114383:							19,215.00		
09/19/2024	114384	S.C. Friends Tire Inc.	Unit 237-Alignment	08/22/2024	48168	95.00	95.00	515115254	Veh Operation/Main
09/19/2024	114384	S.C. Friends Tire Inc.	Unit 266-4 Tires	08/26/2024	48193	603.81	603.81	515115254	Veh Operation/Main
09/19/2024	114384	S.C. Friends Tire Inc.	Unit 486-4 Tires	08/27/2024	48194	603.81	603.81	274411256	Equipment Operatio
09/19/2024	114384	S.C. Friends Tire Inc.	Unit 801-1 Tire	08/26/2024	48205	776.03	776.03	274411256	Equipment Operatio
09/19/2024	114384	S.C. Friends Tire Inc.	Unit 528-2 Tires	08/29/2024	48214	543.99	543.99	194222254	Veh Operation/Main
09/19/2024	114384	S.C. Friends Tire Inc.	Unit 3014- 1 Tire	08/29/2024	48215	25.00	25.00	184212254	Veh Operation/Main
09/19/2024	114384	S.C. Friends Tire Inc.	Unit 425- Flat Repair	09/04/2024	48237	25.00	25.00	274411254	Veh Operation/Main
09/19/2024	114384	S.C. Friends Tire Inc.	Unit 415- 2 Tires	09/04/2024	48242	752.73	752.73	525213254	Veh Operation/Main
09/19/2024	114384	S.C. Friends Tire Inc.	Unit 235-2 Tires	09/04/2024	48243	752.73	752.73	515115254	Veh Operation/Main
09/19/2024	114384	S.C. Friends Tire Inc.	Unit 3012- 2 Tires	09/04/2024	48244	53.00	53.00	184212254	Veh Operation/Main
09/19/2024	114384	S.C. Friends Tire Inc.	Unit 140- Tire Service	09/05/2024	48247	39.00	39.00	545410254	Veh Operation/Main
09/19/2024	114384	S.C. Friends Tire Inc.	Unit 140- Flat Repair	09/05/2024	48250	15.00	15.00	545410254	Veh Operation/Main
09/19/2024	114384	S.C. Friends Tire Inc.	Unit 901-1 Tire	09/10/2024	48272	135.96	135.96	274413256	Equipment Operatio
09/19/2024	114384	S.C. Friends Tire Inc.	Unit 266- 1 Tire	09/10/2024	48273	135.96	135.96	515115254	Veh Operation/Main
Total 114384:							4,557.02		
09/19/2024	114385	Safety-Kleen Corp	Parts Washer Solvent	08/23/2024	95129984	213.39	213.39	104441480	Chemicals/EMS Med
Total 114385:							213.39		
09/19/2024	114386	Sequoia Equipment Com	Unit 415- Repair Kit	08/30/2024	BAK-21158	418.39	418.39	525213256	Equipment Operatio
Total 114386:							418.39		
09/19/2024	114387	Sparkletts	08/01-08/28/24	09/01/2024	18305151 0901	34.14	34.14	184217241	Office Supplies
09/19/2024	114387	Sparkletts	08/28-09/28/24	09/06/2024	19620204 0906	26.48	26.48	404566241	Office Supplies
09/19/2024	114387	Sparkletts	09/01-09/30/24	09/01/2024	20056699 0901	95.98	95.98	294219241	Office Supplies
09/19/2024	114387	Sparkletts	08/14-09/13/24	08/30/2024	20393128 0830	48.35	48.35	104155241	Office Supplies

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
09/19/2024	114387	Sparkletts	09/06-08/05/24	09/06/2024	20875205 0906	96.11	96.11	515115241	Office Supplies
09/19/2024	114387	Sparkletts	08/30-09/29/24	08/30/2024	4687417 08302	35.80	35.80	525213241	Office Supplies
Total 114387:							336.86		
09/19/2024	114388	Stradling Yocca Carlson	07/01-07/31/24	08/22/2024	410102	669.49	669.49	104155311	Legal Services
Total 114388:							669.49		
09/19/2024	114389	TransUnion Risk & Alter	08/01-08/31/24	09/01/2024	213800-202408	75.00	75.00	194216630	Other Contracts
Total 114389:							75.00		
09/19/2024	114390	TurboData Systems	Citation Processing Services	08/31/2024	43727	433.21	433.21	194216310	Professional Service
Total 114390:							433.21		
09/19/2024	114391	ULINE	Custodial Supplies	09/05/2024	182738754	26.77	26.77	104155270	Bldg Operation/Mai
Total 114391:							26.77		
09/19/2024	114392	USA Bluebook	DO Meter	08/29/2024	INV00469622	1,152.95	1,152.95	525213450	Special Depart Supp
09/19/2024	114392	USA Bluebook	PSI Transmitt	08/29/2024	INV00469710	840.54	840.54	515115450	Special Depart Supp
09/19/2024	114392	USA Bluebook	PSI Transmitt	08/29/2024	INV00469718	840.54	840.54	515115450	Special Depart Supp
09/19/2024	114392	USA Bluebook	Inverted Paint	09/04/2024	INV00473834	717.70	717.70	515115450	Special Depart Supp
Total 114392:							3,551.73		
09/19/2024	114393	Vestis	08/20-08/27/24 Pants Service	08/27/2024	2601648272	196.53	196.53	294219451	Armory/Safety Equi
09/19/2024	114393	Vestis	08/27-09/03/24 Pants Service	09/03/2024	2601650635	103.78	103.78	294219451	Armory/Safety Equi
09/19/2024	114393	Vestis	9/10-9/17/24 Pants Service	09/10/2024	2601652309	100.63	100.63	294219451	Armory/Safety Equi
Total 114393:							400.94		
09/19/2024	114394	Zalco Laboratories Inc	Water Testing	08/29/2024	2408515	45.00	45.00	515115314	Lab Sampling
09/19/2024	114394	Zalco Laboratories Inc	Water Testing	08/29/2024	2408516	180.00	180.00	515115314	Lab Sampling
09/19/2024	114394	Zalco Laboratories Inc	Water Testing	09/10/2024	2408517	1,380.00	1,380.00	515115314	Lab Sampling
09/19/2024	114394	Zalco Laboratories Inc	Water Testing	09/04/2024	2408591	140.00	140.00	515115314	Lab Sampling
09/19/2024	114394	Zalco Laboratories Inc	Water Testing	09/10/2024	2409044	140.00	140.00	515115314	Lab Sampling
Total 114394:							1,885.00		
09/19/2024	114395	Asia Motors Inc.	2013 Ford Taurus	09/18/2024	23624	16,794.00	16,794.00	194222745	Vehicle Purchase

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
09/19/2024	114395	Asia Motors Inc.	2015 Ford Taurus	09/18/2024	24299	13,607.00	13,607.00	194222745	Vehicle Purchase
Total 114395:							30,401.00		
09/19/2024	114396	GTA Fleet Solutions Inc.	2023 Ram 1500 Crew Cab	09/04/2024	24-0465	87,925.00	87,925.00	194222745	Vehicle Purchase
09/19/2024	114396	GTA Fleet Solutions Inc.	2023 Ram 1500 Crew Cab	09/11/2024	24-0467	87,925.00	87,925.00	194222745	Vehicle Purchase
Total 114396:							175,850.00		
09/19/2024	114397	Legends of Seneca	2024 Polaris Xpedition ADV 5 Nort	09/13/2024	5627	51,263.92	51,263.92	194222745	Vehicle Purchase
09/19/2024	114397	Legends of Seneca	2024 Polaris Xpedition ADV 5 Nort	09/13/2024	5635	51,263.92	51,263.92	194222745	Vehicle Purchase
Total 114397:							102,527.84		
09/19/2024	114398	Utilitac Equipment and	Admin Taurus	09/18/2024	INV-1601	9,231.20	9,231.20	194222745	Vehicle Purchase
09/19/2024	114398	Utilitac Equipment and	Chaplain Taurus	09/18/2024	INV-1602	9,464.94	9,464.94	194222745	Vehicle Purchase
09/19/2024	114398	Utilitac Equipment and	2 Polaris Northstar	09/18/2024	INV-1603	27,647.40	27,647.40	194222745	Vehicle Purchase
09/19/2024	114398	Utilitac Equipment and	2023 Dodge Durango	09/18/2024	INV-1605	60,554.63	60,554.63	194222745	Vehicle Purchase
09/19/2024	114398	Utilitac Equipment and	5- 2024 Police Explorers	09/18/2024	INV-1606	373,809.92	373,809.92	184212745	Vehicle Purchase
Total 114398:							480,708.09		
09/12/2024	202400524	Airespring Inc	09/01-09/30/24	09/01/2024	188095792	76.86	76.86	535310284	Telephone - Land
Total 202400524:							76.86		
09/12/2024	202400525	GES MegaSeven LLC	08/01-08/31/24	09/02/2024	CA-01-001A-20	35,447.80	35,447.80	164249281	Electricity
Total 202400525:							35,447.80		
09/17/2024	202400526	Airespring Inc	09/01-09/30/24	09/01/2024	188095786	3,693.11	3,693.11	535310284	Telephone - Land
Total 202400526:							3,693.11		
09/19/2024	202400527	Alexander's Contract Ser	09/02-09/07/24 Meter Reads	09/02/2024	202409020081	6,894.66	6,894.66	515115630	Contracts
Total 202400527:							6,894.66		
09/19/2024	202400528	Amazon Capital Services	Door Chime	09/06/2024	13PR-FPFH-KT	110.14	110.14	105117270	Bldg Operation/Mai
09/19/2024	202400528	Amazon Capital Services	Tire Thumper	09/12/2024	1DWY-1VVT-3H	34.52	34.52	545410254	Veh Operation/Main
09/19/2024	202400528	Amazon Capital Services	Building Supplies	08/29/2024	1FN7-CWKG-FG	326.15	326.15	545410270	Bldg Operation/Mai
09/19/2024	202400528	Amazon Capital Services	Tire Repair Kits	09/11/2024	1PGG-1H3H-1M	146.98	146.98	104441254	Veh Operation/Main
09/19/2024	202400528	Amazon Capital Services	Leaf Blower	09/11/2024	1RHW-FGJW-1Q	75.06	75.06	274413256	Equipment Operatio

PRE-ISSUE

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
09/19/2024	202400528	Amazon Capital Services	Office Supplies	08/30/2024	1WGN-4VHM-4	193.04	193.04	105117241	Office Supplies
Total 202400528:							885.89		
09/19/2024	202400529	AWP Safety	Street Paint	08/27/2024	12019774	862.77	862.77	274411450	Special Depart Supp
Total 202400529:							862.77		
09/19/2024	202400530	Bakersfield Californian	Notice for Sealed Bids	08/31/2024	08312024-8911	593.64	593.64	274411220	Advertising
Total 202400530:							593.64		
09/19/2024	202400531	DiamondIT	09/01-09/30/24 M365	09/01/2024	36564MS	2,824.00	2,824.00	545410630	Other Contracts
09/19/2024	202400531	DiamondIT	09/01-09/30/24	09/01/2024	36565	24,665.79	24,665.79	515115630	Contracts
09/19/2024	202400531	DiamondIT	Move AlarmLock Database	09/16/2024	36718	2,312.50	2,312.50	184212630	Contracts
Total 202400531:							29,802.29		
09/19/2024	202400532	Famcon Pipe & Supply In	Inventory	08/28/2024	S100134681.00	7,634.33	7,634.33	515115269	Inventory
Total 202400532:							7,634.33		
09/19/2024	202400533	LightGabler	08/01-08/31/24	09/04/2024	84599	150.00	150.00	104155311	Legal Services
09/19/2024	202400533	LightGabler	08/01-08/31/24	09/04/2024	84600	1,100.00	1,100.00	104155311	Legal Services
09/19/2024	202400533	LightGabler	08/01-08/31/24	09/04/2024	84601	420.00	420.00	104155311	Legal Services
Total 202400533:							1,670.00		
09/19/2024	202400534	M&S Security Services	Code Change	09/12/2024	112411	20.00	20.00	104155630	Contracts
Total 202400534:							20.00		
09/19/2024	202400535	Mediawaste Disposal	09/01-09/30/24	09/01/2024	74437	128.80	128.80	194222480	Chemicals/EMS Med
Total 202400535:							128.80		
09/19/2024	202400536	Middleton, Keith	08/01-08/31/24	09/03/2024	MILEAGE AUG2	26.25	26.25	104143230	Travel/Lodging/Reg
Total 202400536:							26.25		
09/19/2024	202400537	PlaceWorks Inc	08/01-08/31/24	08/31/2024	COCC-01.0 8383	6,281.25	6,281.25	104170310	Professional Service

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
Total 202400537:							6,281.25		
09/19/2024	202400538	PNC Equipment Finance,	10/01-10/31/24	09/03/2024	2062543	2,836.55	2,836.55	404566240	Equipment Rental
Total 202400538:							2,836.55		
09/19/2024	202400539	RSI Petroleum	08/01-08/15/24	08/15/2024	1085344	2,505.90	2,505.90	515115255	RSI Fuel
09/19/2024	202400539	RSI Petroleum	08/01-08/15/24	08/15/2024	1085346	556.76	556.76	525213255	RSI Fuel
09/19/2024	202400539	RSI Petroleum	08/01-08/15/24	08/15/2024	1085349	814.22	814.22	274411255	RSI Fuel
09/19/2024	202400539	RSI Petroleum	08/01-08/15/24	08/15/2024	1085351	144.22	144.22	104161255	RSI Fuel
09/19/2024	202400539	RSI Petroleum	08/01-08/15/24	08/15/2024	1085352	1,502.03	1,502.03	545410255	RSI Fuel
09/19/2024	202400539	RSI Petroleum	08/01-08/15/24	08/15/2024	1085388	226.65	226.65	104441255	RSI Fuel
09/19/2024	202400539	RSI Petroleum	08/01-08/15/24	08/15/2024	1085392	294.27	294.27	274413255	RSI Fuel
09/19/2024	202400539	RSI Petroleum	08/16-08/31/24	08/31/2024	1085582	2,921.82	2,921.82	515115255	RSI Fuel
09/19/2024	202400539	RSI Petroleum	08/16-08/31/24	08/31/2024	1085583	2,263.80	2,263.80	184217255	RSI Fuel
09/19/2024	202400539	RSI Petroleum	08/16-08/31/24	08/31/2024	1085608	1,104.17	1,104.17	164249255	RSI Fuel
09/19/2024	202400539	RSI Petroleum	08/16-08/31/24	08/31/2024	1085609	830.21	830.21	274411255	RSI Fuel
09/19/2024	202400539	RSI Petroleum	08/16-08/31/24	08/31/2024	1085610	309.85	309.85	274413255	RSI Fuel
09/19/2024	202400539	RSI Petroleum	08/16-08/31/24	08/31/2024	1085611	848.59	848.59	545410255	RSI Fuel
09/19/2024	202400539	RSI Petroleum	08/16-08/31/24	08/31/2024	1085618	86.32	86.32	104441255	RSI Fuel
09/19/2024	202400539	RSI Petroleum	08/16-08/31/24	08/31/2024	1085629	67.61	67.61	404566255	RSI Fuel
Total 202400539:							14,476.42		
Grand Totals:							1,124,420.71		

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 9/19/24Finance Department [Signature]

Report Criteria:

Report type: Invoice detail

Vendor.Vendor Number = {<>} 1039

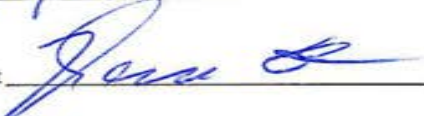
Bank.Bank Number = 1

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
09/12/2024	9480	US Bank Corporate Paym	Legends Apt #F Burner	08/26/2024	DJ 2953 082624	3,064.08	3,064.08	744632270	Bldg Operation/Maint
Total 9480:							3,064.08		
09/12/2024	9481	Verizon Wireless	07/27-08/26/24	08/26/2024	9972470138	101.01	101.01	744632286	Communications Maint
Total 9481:							101.01		
09/17/2024	9482	Charter Communication	09/01-09/30/24	09/01/2024	000502209012	5,841.67	5,841.67	744632286	Communications Maint
09/17/2024	9482	Charter Communication	09/07-10/06/24	09/07/2024	010866909072	169.97	169.97	744632284	Telephone - Land
Total 9482:							6,011.64		
09/17/2024	9483	SoCalGas	08/09-09/03/24	09/05/2024	051 113 9686 6	.74	.74	744632282	Gas
09/17/2024	9483	SoCalGas	06/24-07/10/24	09/06/2024	170 841 7602 7	14.30	14.30	744632282	Gas
Total 9483:							15.04		
09/17/2024	9484	Southern California Edis	08/01-08/29/24	08/30/2024	700074866260	770.64	770.64	744632281	Electricity
09/17/2024	9484	Southern California Edis	08/08-09/08/24	09/09/2024	700081026669	136.13	136.13	744632281	Electricity
09/17/2024	9484	Southern California Edis	08/01-08/29/24	08/30/2024	700327514884	13.30	13.30	744632281	Electricity
09/17/2024	9484	Southern California Edis	08/01-08/29/24	08/30/2024	700355482513	180.87	180.87	744632281	Electricity
09/17/2024	9484	Southern California Edis	08/01-08/29/24	08/30/2024	700357903974	123.55	123.55	744632281	Electricity
09/17/2024	9484	Southern California Edis	08/30-09/04/24	09/04/2024	700357903974	31.37	31.37	744632281	Electricity
09/17/2024	9484	Southern California Edis	08/01-08/29/24	08/30/2024	700360687470	35.83	35.83	744632281	Electricity
09/17/2024	9484	Southern California Edis	08/01-08/29/24	08/30/2024	700370400911	191.94	191.94	744632281	Electricity
09/17/2024	9484	Southern California Edis	08/01-08/29/24	08/30/2024	700406742565	101.49	101.49	744632281	Electricity
09/17/2024	9484	Southern California Edis	08/17-08/29/24	08/30/2024	700406781971	5.09	5.09	744632281	Electricity
09/17/2024	9484	Southern California Edis	08/01-08/29/24	08/30/2024	700410639541	197.18	197.18	744632281	Electricity
09/17/2024	9484	Southern California Edis	07/31-08/28/24	08/29/2024	700501711023	105.31	105.31	744632281	Electricity
09/17/2024	9484	Southern California Edis	08/01-08/29/24	08/30/2024	700524713056	64.72	64.72	744632281	Electricity
09/17/2024	9484	Southern California Edis	08/08-09/08/24	09/09/2024	700630829440	12.97	12.97	744632281	Electricity
09/17/2024	9484	Southern California Edis	08/08-09/08/24	09/09/2024	700631250479	30.78	30.78	744632281	Electricity
Total 9484:							2,001.17		
09/17/2024	9485	WM Corporate Services I	08/01-08/31/24	09/01/2024	3935355-4808-	1,682.42	1,682.42	744632630	Contracts
Total 9485:							1,682.42		
09/19/2024	9486	Miranda, Luciano	08/01-08/31/24	09/10/2024	090324	2,750.00	2,750.00	744632630	Contracts
09/19/2024	9486	Miranda, Luciano	Tree Removal- Rehab	09/10/2024	090324 B	460.00	460.00	744632630	Contracts

PRE-ISSUE

Check Date	Check #	Payee	Description	Invoice Date	Invoice #	Invoice \$	Check \$	GL Account	GL Account Name
Total 9486:							3,210.00		
09/19/2024	148000241	Thugs to Bugs Pest Contr	09/01-09/30/24	09/06/2024	0051 090624	560.00	560.00	744632630	Contracts
09/19/2024	148000241	Thugs to Bugs Pest Contr	09/01-09/30/24	09/06/2024	0052 090624	40.00	40.00	744632630	Contracts
09/19/2024	148000241	Thugs to Bugs Pest Contr	09/01-09/30/24	09/06/2024	0053 090624	40.00	40.00	744632630	Contracts
09/19/2024	148000241	Thugs to Bugs Pest Contr	09/01-09/30/24	09/06/2024	0054 090624	40.00	40.00	744632630	Contracts
09/19/2024	148000241	Thugs to Bugs Pest Contr	09/01-09/30/24	09/06/2024	0055 090624	40.00	40.00	744632630	Contracts
09/19/2024	148000241	Thugs to Bugs Pest Contr	09/01-09/30/24	09/06/2024	0056 090624	40.00	40.00	744632630	Contracts
09/19/2024	148000241	Thugs to Bugs Pest Contr	09/01-09/30/24	09/06/2024	0057 090624	40.00	40.00	744632630	Contracts
09/19/2024	148000241	Thugs to Bugs Pest Contr	09/01-09/30/24	09/06/2024	0058 090624	65.00	65.00	744632630	Contracts
Total 148000241:							865.00		
09/19/2024	148000242	DiamondIT	09/01-09/30/24 M365	09/01/2024	36564MS	36.00	36.00	744632630	Contracts
Total 148000242:							36.00		
Grand Totals:							16,986.36		

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 9/19/24Finance Department 

Report Criteria:

Report type: Invoice detail

Bank Bank Number = 148

Report Criteria:

Check Check issue date = 09/06/2024-09/19/2024

Check Date	Check #	Payee	Description	Source ID	Amount	Check \$	GL Account
09/19/2024	501288	Arizona Pipeline/Mike Amaro	Final Bill Deposit Refunded	107429.01	230.90	230.90	5102090
Total 501288:					230.90		
09/19/2024	501289	Chavez, Antonio	Final Bill Deposit Refunded	105874.03	23.00	23.00	5102090
Total 501289:					23.00		
09/19/2024	501290	DESIREE VAZQUEZ	Final Bill Deposit Refunded	100724.05	7.00	7.00	5102090
Total 501290:					7.00		
09/19/2024	501291	Jesus Martinez	Final Bill Deposit Refunded	106370.05	23.00	23.00	5102090
Total 501291:					23.00		
09/19/2024	501292	Martinez, Daniel	Final Bill Deposit Refunded	104061.07	11.00	11.00	5102090
Total 501292:					11.00		
09/19/2024	501293	Meister & Meister	Final Bill Deposit Refunded	107346.01	19.00	19.00	5102090
Total 501293:					19.00		
09/19/2024	501294	Meister & Meister	Final Bill Deposit Refunded	107340.01	13.00	13.00	5102090
Total 501294:					13.00		
09/19/2024	501295	Meister & Meister	Final Bill Deposit Refunded	107420.01	25.00	25.00	5102090
Total 501295:					25.00		
09/19/2024	501296	Michael Brantley Jr.	Final Bill Deposit Refunded	102998.12	25.00	25.00	5102090
Total 501296:					25.00		
09/19/2024	501297	NANOU A KPE	Final Bill Deposit Refunded	100586.04	4.67	4.67	5102090
Total 501297:					4.67		
09/19/2024	501298	Rebecca Loza	Final Bill Deposit Refunded	105902.07	22.00	22.00	5102090
Total 501298:					22.00		
09/19/2024	501299	Robert J. Suszek	Final Bill Deposit Refunded	106138.18	32.67	32.67	5102090
Total 501299:					32.67		

Finance Approval By:



Date:

32.67

9/19/24

Check Date	Check #	Payee	Description	Source ID	Amount	Check \$	GL Account
Grand Totals:					436.24		

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount	GL Account	GL Account Name
09/24	09/12/2024	114349	US Bank Corporate Payment	Postage- Kern County Audit	FIN 4397 082624	30.45	30.45	10-4155-245	Postage and Shipping
Total FIN 4397 082624:							30.45		
09/24	09/12/2024	114349	US Bank Corporate Payment	08/18-09/17/24 Zoom	FIN 6456 082624	100.00	100.00	10-4155-210	Subscr/Books/Dues
09/24	09/12/2024	114349	US Bank Corporate Payment	09/19-09/18/24 Zoom	FIN 6456 082624	100.00	100.00	10-4155-210	Subscr/Books/Dues
Total FIN 6456 082624:							200.00		
09/24	09/12/2024	114349	US Bank Corporate Payment	08/27-09/26/24 Adobe	FIRE 0753 082624	19.99	19.99	19-4222-210	Subscr/Books/Dues
09/24	09/12/2024	114349	US Bank Corporate Payment	Letter Openers	FIRE 0753 082624	6.38	6.38	39-4224-241	Office Supplies
09/24	09/12/2024	114349	US Bank Corporate Payment	External Hard Drive	FIRE 0753 082624	75.06	75.06	39-4224-241	Office Supplies
09/24	09/12/2024	114349	US Bank Corporate Payment	Warranty for Hard Drive	FIRE 0753 082624	12.99	12.99	39-4224-241	Office Supplies
09/24	09/12/2024	114349	US Bank Corporate Payment	File Organizer	FIRE 0753 082624	26.80	26.80	39-4224-241	Office Supplies
09/24	09/12/2024	114349	US Bank Corporate Payment	Office Supplies	FIRE 0753 082624	91.64	91.64	39-4224-241	Office Supplies
09/24	09/12/2024	114349	US Bank Corporate Payment	CACEO Class	FIRE 0753 082624	600.00	600.00	19-4216-230	Travel/Lodging/Reg
09/24	09/12/2024	114349	US Bank Corporate Payment	Shower Curtains	FIRE 0753 082624	77.19	77.19	19-4222-270	Bldg Operation/Maint
09/24	09/12/2024	114349	US Bank Corporate Payment	Carpet Cleaner	FIRE 0753 082624	20.80	20.80	19-4222-270	Bldg Operation/Maint
09/24	09/12/2024	114349	US Bank Corporate Payment	Microfiber Towels& Wash B	FIRE 0753 082624	162.32	162.32	19-4222-254	Veh Operation/Maint
09/24	09/12/2024	114349	US Bank Corporate Payment	08/01-08/31/24 Microsoft	FIRE 0753 082624	12.50	12.50	19-4222-210	Subscr/Books/Dues
Total FIRE 0753 082624:							1,105.67		
09/24	09/12/2024	114349	US Bank Corporate Payment	Air Compressor Pressure S	FIRE 0779 082624	40.74	40.74	19-4222-254	Veh Operation/Maint
09/24	09/12/2024	114349	US Bank Corporate Payment	Safety Initiative	FIRE 0779 082624	70.27	70.27	19-4222-451	Armory/Safety Equip & Su
09/24	09/12/2024	114349	US Bank Corporate Payment	Vacuum Cleaner	FIRE 0779 082624	84.93	84.93	19-4222-270	Bldg Operation/Maint
Total FIRE 0779 082624:							195.94		
09/24	09/12/2024	114349	US Bank Corporate Payment	Number Stickers	OHV 2335 082624	17.78	17.78	29-4219-450	Special Depart Supp
09/24	09/12/2024	114349	US Bank Corporate Payment	Flags	OHV 2335 082624	107.10	107.10	29-4219-450	Special Depart Supp
09/24	09/12/2024	114349	US Bank Corporate Payment	Concessions	OHV 2335 082624	285.00	285.00	29-4219-440	Special Purchases/Concessi
09/24	09/12/2024	114349	US Bank Corporate Payment	Janitorial Supplies	OHV 2335 082624	23.58	23.58	29-4219-244	Janitorial Supplies
09/24	09/12/2024	114349	US Bank Corporate Payment	Shower Tokens	OHV 2335 082624	1,223.09	1,223.09	16-4249-270	Bldg Operation/Maint
09/24	09/12/2024	114349	US Bank Corporate Payment	Shower Tokens	OHV 2335 082624	273.08	273.08	29-4219-270	Bldg Operation/Maint
09/24	09/12/2024	114349	US Bank Corporate Payment	Janitorial Supplies	OHV 2335 082624	106.07	106.07	29-4219-244	Janitorial Supplies
09/24	09/12/2024	114349	US Bank Corporate Payment	Office Supplies	OHV 2335 082624	50.28	50.28	10-4155-241	Office Supplies
Total OHV 2335 082624:							2,085.98		
09/24	09/12/2024	114349	US Bank Corporate Payment	08/01-08/31/24 Adobe-Di	PARK 5259 082624	19.99	19.99	10-4561-210	Subscr/Books/Dues
09/24	09/12/2024	114349	US Bank Corporate Payment	Building Supplies	PARK 5259 082624	41.40	41.40	10-4561-270	Bldg Operation/Maint

GL Period	Check Issue Date	Check Number	Payee	Description	Invoice Number	Invoice Amount	Check Amount	GL Account	GL Account Name
09/24	09/12/2024	114349	US Bank Corporate Payment	Building Supplies	PARK 5259 082624	36.99	36.99	10-4561-270	Bldg Operation/Maint
Total PARK 5259 082624:							98.38		
09/24	09/12/2024	114349	US Bank Corporate Payment	08/05/24-08/05/25 CPCA	PD 8321 082624	462.00	462.00	18-4212-210	Subscr/Books/Dues
09/24	09/12/2024	114349	US Bank Corporate Payment	Cleaning Supplies	PD 8321 082624	46.41	46.41	18-4212-270	Bldg Operation/Maint
Total PD 8321 082624:							508.41		
09/24	09/12/2024	114349	US Bank Corporate Payment	08/01-08/31/24 Icloud Su	PW 7103 082624	2.99	2.99	51-5115-210	Subscr/Books/Dues
09/24	09/12/2024	114349	US Bank Corporate Payment	Safety Initiative	PW 7103 082624	175.67	175.67	51-5115-451	Armory/Safety Equip & Su
09/24	09/12/2024	114349	US Bank Corporate Payment	CDTFA Airport Tax No Rece	PW 7103 082624	1.15	1.15	53-5310-610	Licenses & Permits
09/24	09/12/2024	114349	US Bank Corporate Payment	CDTFA Airport Tax	PW 7103 082624	50.00	50.00	53-5310-610	Licenses & Permits
09/24	09/12/2024	114349	US Bank Corporate Payment	Membership Renewal-Auto	PW 7103 082624	535.18	535.18	51-5115-210	Subscr/Books/Dues
09/24	09/12/2024	114349	US Bank Corporate Payment	08/01-08/31/24 Icloud Su	PW 7103 082624	.99	.99	51-5115-210	Subscr/Books/Dues
09/24	09/12/2024	114349	US Bank Corporate Payment	Scada System	PW 7103 082624	1,354.80	1,354.80	51-5115-210	Subscr/Books/Dues
Total PW 7103 082624:							2,120.78		
09/24	09/12/2024	114349	US Bank Corporate Payment	Concessions	TDS 1859 082624	118.85	118.85	40-4566-440	Special Purchases/Concessi
09/24	09/12/2024	114349	US Bank Corporate Payment	Concessions	TDS 1859 082624	27.70	27.70	40-4566-440	Special Purchases/Concessi
09/24	09/12/2024	114349	US Bank Corporate Payment	Fertilizers	TDS 1859 082624	360.36	360.36	40-4566-408	Grounds
09/24	09/12/2024	114349	US Bank Corporate Payment	Mower	TDS 1859 082624	847.38	847.38	40-4566-256	Equipment Operation/Mai
09/24	09/12/2024	114349	US Bank Corporate Payment	Concessions	TDS 1859 082624	43.65	43.65	40-4566-440	Special Purchases/Concessi
09/24	09/12/2024	114349	US Bank Corporate Payment	Mower	TDS 1859 082624	-1,500.00	-1,500.00	40-4566-256	Equipment Operation/Mai
09/24	09/12/2024	114349	US Bank Corporate Payment	Mower	TDS 1859 082624	1,500.00	1,500.00	40-4566-256	Equipment Operation/Mai
09/24	09/12/2024	114349	US Bank Corporate Payment	Hose Repair Brass	TDS 1859 082624	42.84	42.84	40-4566-408	Grounds
09/24	09/12/2024	114349	US Bank Corporate Payment	PVC Pipes	TDS 1859 082624	7.07	7.07	40-4566-408	Grounds
Total TDS 1859 082624:							1,447.85		
Total 114349:							7,793.46		
Grand Totals:							7,793.46		

I HEREBY CERTIFY AS TO THE ACCURACY OF THE DEMANDS AND AVAILABILITY OF FUNDS:

Dated: 9/19/24

Finance Department 

Report Criteria:

Report type: GL detail

Vendor.Name = "US Bank Corporate Payment"

Bank.Bank Number = 1

Check.Voided = No

*Kelly Kulikoff – Mayor
Ronald Smith – Mayor Pro Tem
Jim Creighton – Councilmember
Michael Kulikoff – Councilmember
LaShelle Cooper – Councilmember*

MINUTES



CITY OF CALIFORNIA CITY
CITY COUNCIL/ HOUSING AUTHORITY/ SUCCESSOR AGENCY
SPECIAL MEETING

MONDAY, SEPTEMBER 9, 2024
SPECIAL MEETING @ 1:00 PM

COUNCIL CHAMBERS & VIA ZOOM
21000 HACIENDA BLVD., CALIFORNIA CITY, CA 93505

If you need special assistance to participate in this meeting, contact the City Clerk at (760) 373-7140 or via email at Cityclerk@californiacity-ca.gov. We request a 24-hour notification prior to the meeting in order for the City to make reasonable arrangements to ensure accessibility. (28 CFR 35.102-35.104 American Disabilities Act Title II)

1:00PM SPECIAL BUDGET MEETING

CALL TO ORDER: Mayor Kulikoff called the meeting to order at 1:00 p.m.

ROLL CALL

Councilmembers: Cooper, Creighton, Kulikoff, Mayor Pro Tem Smith & Mayor Kulikoff

APPROVAL OF AGENDA

Mayor Pro Tem Smith moved to approve agenda as presented. Motion seconded by Councilmember Kulikoff.

AYES: Councilmembers Cooper, Creighton, Kulikoff, Mayor Pro Tem Smith, & Mayor Kulikoff
NOES: None
ABSTAIN: None
ABSENT: None

MOTION CARRIES: 5-0

PUBLIC COMMENTS

Members of the public are welcome to address the City Council only on those items listed on the agenda. Each member of the public will be given (3) three minutes to speak.

Public comments were offered by Shawn Bradley, Al Hutson, and J. M. Powers.

Special Budget Meeting 9/9/24 - Public Safety (Police and Fire Only)

Acting City Manager, Latisha Lamberth introduced the item and passed it over to Kenny Cooper, Finance Manager for a more detailed presentation.

Mr. Cooper stated that the budget for discussion is the budget for Police and Fire only. Mr. Cooper answered specific questions from Council and members of the public.

ADJOURNMENT

Councilmember Kulikoff moved to adjourn the meeting. Motion seconded by Councilmember Cooper. Motion carried 5-0.

Seeing no further business to come before the City Council, the meeting was adjourned at 2:25 p.m.

Daryl A. Betancur, MPA, MMC
City Clerk

*Kelly Kulikoff – Mayor
Ronald Smith – Mayor Pro Tem
Jim Creighton – Councilmember
Michael Kulikoff – Councilmember
LaShelle Cooper – Councilmember*

MINUTES



CITY OF CALIFORNIA CITY
CITY COUNCIL/ HOUSING AUTHORITY/ SUCCESSOR AGENCY
SPECIAL MEETING

MONDAY, SEPTEMBER 9, 2024
SPECIAL MEETING @ 10:00 AM

COUNCIL CHAMBERS & VIA ZOOM
21000 HACIENDA BLVD., CALIFORNIA CITY, CA 93505

If you need special assistance to participate in this meeting, contact the City Clerk at (760) 373-7140 or via email at Cityclerk@californiacity-ca.gov. We request a 24-hour notification prior to the meeting in order for the City to make reasonable arrangements to ensure accessibility. (28 CFR 35.102-35.104 American Disabilities Act Title II)

10:00 AM SPECIAL MEETING CLOSED SESSION

CALL TO ORDER: Mayor Kulikoff called the meeting to order at 10:01 a.m.

ROLL CALL

Councilmembers: Cooper, Kulikoff, Mayor Pro Tem Smith & Mayor Kulikoff

Absent: Councilmember Creighton

APPROVAL OF AGENDA

Councilmember Cooper moved to approve agenda as presented. Motion seconded by Mayor Pro Tem Smith.

AYES: Councilmembers Cooper, Kulikoff, Mayor Pro Tem Smith, & Mayor Kulikoff
NOES: None
ABSTAIN: None
ABSENT: Councilmember Creighton

MOTION CARRIES 4-1

PUBLIC COMMENTS

Members of the public are welcome to address the City Council only on those items listed on the Closed Session agenda. Each member of the public will be given (3) three minutes to speak.

There were no public comments.

CLOSED SESSION

CS 1. PUBLIC EMPLOYMENT PURSUANT TO GOVERNMENT CODE SECTION 54957

Title of Position: City Manager

REPORT OUT OF CLOSED SESSION

The City Council recess to closed session at 10:01am.

The City Council reconvened from closed session at 12:39 am.

Mayor Kulikoff reported that direction was given with no final reportable action.

ADJOURNMENT

Mayor Pro Tem Smith moved to adjourn the meeting. Motion seconded by Councilmember Cooper. Motion carried 4-1.

Seeing no further business to come before the City Council, the meeting was adjourned at 12:40 p.m.

AFFIDAVIT OF POSTING

I, Leannndrea Weible, Deputy City Clerk for the City of California City, California, DO HEREBY CERTIFY under penalty of perjury under the laws of the State of California, that the foregoing notice was posted at the City of California City, City Hall bulletin and all other official bulletin boards and the City's website at least 24 hours prior to the meeting in compliance with the provisions of the Brown Act. board at 21000 Hacienda Boulevard, California City, CA and on all official City bulletin boards

Dated: September 6, 2024

Leannndrea Weible
Deputy City Clerk

*Kelly Kulikoff – Mayor
Ronald Smith – Mayor Pro Tem
Jim Creighton – Councilmember
Michael Kulikoff – Councilmember
LaShelle Cooper – Councilmember*

MINUTES



CITY OF CALIFORNIA CITY
CITY COUNCIL/ HOUSING AUTHORITY/ SUCCESSOR AGENCY
SPECIAL MEETING BUDGET WORKSHOP

TUESDAY, SEPTEMBER 17, 2024
SPECIAL MEETING @ 7:00 PM

COUNCIL CHAMBERS & VIA ZOOM
21000 HACIENDA BLVD., CALIFORNIA CITY, CA 93505

If you need special assistance to participate in this meeting, contact the City Clerk at (760) 373-7140 or via email at Cityclerk@californiacity-ca.gov. We request a 24-hour notification prior to the meeting in order for the city to make reasonable arrangements to ensure accessibility. (28 CFR 35.102-35.104 American Disabilities Act Title II)

7:00 PM SPECIAL MEETING BUDGET WORKSHOP

CALL TO ORDER: Mayor Kulikoff called the meeting to order at 7:10 p.m.

ROLL CALL

Councilmembers: Cooper, Creighton, Kulikoff, Mayor Pro Tem Smith & Mayor Kulikoff

APPROVAL OF AGENDA

City Attorney Ponto informed the City Council that staff was requesting item CB3 to be pulled from the agenda.

Councilmember Cooper moved to approve agenda with the exception of items CB2 and CB3 respectively. Motion seconded by Mayor Pro Tem Smith.

AYES: Councilmembers Cooper, Kulikoff, Mayor Pro Tem Smith, & Mayor Kulikoff
NOES: Councilmember Creighton
ABSTAIN: None
ABSENT: None

MOTION CARRIES: 4-1

PUBLIC COMMENTS

Members of the public are welcome to address the City Council only on those items listed on the Closed Session agenda. Each member of the public will be given (3) three minutes to speak.

There were no public comments.

CONTINUED BUSINESS

- CB1. Schedule General Fund Departments.
Staff Report by: Latisha Lamberth, Acting City Manager & Kenny Cooper, Finance Manager
Recommendation: Staff Recommends that the City Council takes Appropriate Action.

Latisha Lamberth, Acting City Manager introduced the topic and asked Kenny Cooper, Finance Manager to engage in the General Fund presentation and discussion.

Mr. Cooper presented the report and answered questions from Council and audience. No formal motion was entertained. Item was received and filed.

- CB2. Fund Nation Contract. *(Continued to next City Council meeting)*.
Staff Report by: Latisha Lamberth, Acting City Manager
Recommendation: Staff Recommends that the City Council Approves this Contract.

- CB3. Airport Management Contract. *(Continued to next City Council meeting)*.
Staff Report by: Latisha Lamberth, Acting City Manager
Recommendation: Staff Recommends that the City Council Approves this Contract.

NEW BUSINESS

- NB1. Agreement for Special On-Call Legal with the Hensley Law Group.
Staff Report by: Latisha Lamberth, Acting City Manager & Kenny Cooper, Finance Manager
Recommendation: Staff Recommends that the City Council Authorize the Acting City Manager to Execute the Proposed Engagement Letter of Agreement for Special On-Call Legal Services with the Hensley Law Group.

City Attorney Ponto presented the staff report, articulating that these services are needed to avoid conflict of interest with the City Attorney's Office enforcing cannabis regulations and at the same time engaging in the appeal process. Mr. Ponto mentioned case law pertaining to these specific cases. Therefore, he urged the Council to approve agreement as presented.

Public comments were offered by Shawn Bradley, Al Hutson, and John Fisher.

Mayor Pro Tem Smith moved to approve agreement as presented. Motion seconded by Councilmember Kulikoff.

AYES: Councilmembers Cooper, Creighton, Kulikoff, Mayor Pro Tem Smith, & Mayor Kulikoff
NOES: None
ABSTAIN: None
ABSENT: None

MOTION CARRIES: 5-0

NB2. The acquisition of a new all-wheel and four-wheel drive fleet of apparatus and vehicles for the fire department, along with five patrol vehicles and a utility terrain vehicle for the California City Police Department, funded solely by dedicated funds from local solar developers as a condition of approval for their projects, grant money from the Air Pollution Control District, and insurance payout funds from the police department.

Staff Report: Justin Vincent, Interim Fire Chief

Recommendation: Staff Recommends that the City Council Adopt and Approve the following Resolutions to Provide consent for the Acting City Manager to Purchase the All-Wheel-Drive and Four-Wheel-Drive Fire and Police Apparatus and Vehicles Identified in Each of the Following Resolutions, to be Paid for with Dedicated Developer Funding, the Carl Moyer Grant Funding, and the Insurance Payouts for Totaled Police Vehicles, Bringing No additional Burden from Taxpayer Funding from the General Fund for the Acquisitions.

1. Resolution No. 24-3050, A Resolution of the City Council of the City of California City, California, Authorizing the Purchase of Fire Apparatus from South Coast Fire Equipment;
2. Resolution No. 24-3051, A Resolution of the City Council of the City of California City, California, Authorizing the Purchase of Two Fire Medic Squad Trucks from GTA Fleet Solutions, Inc.;
3. Resolution No. 24-3052, A Resolution of the City Council of the City of California City, California, Authorizing the Purchase of a Dodge Durango Arson/Fire Investigation Unit from Utilitac Equipment and Upfitting;
4. Resolution No. 24-3053, A Resolution of the City Council of the City of California City, California, Authorizing the Purchase of An All-Wheel-Drive Administration Vehicle for the Fire Department;
5. Resolution No. 24-3054, A Resolution of the City Council of the City of California City, California, Authorizing the Purchase of an All-Wheel-Drive Chaplain Vehicle for the Fire Department;
6. Resolution No. 24-3055, A Resolution of the City Council of the City of California City, California, Authorizing the Purchase of Two Utility Terrain Vehicles (UTV) for the Fire Department; and
7. Resolution No. 24-3056, A Resolution of the City Council of the City of California City, California, Authorizing the Purchase of Five All-Wheel-Drive Patrol Vehicles for the Police Department.

Acting Fire Chief Vincent presented the staff report explaining in detail that there was no taxpayer money associates with these purchase requests; that the had negotiated these concessions with developers; obtained discounts and concessions from vendors to ensure the best possible outcome for the city and the Fire Department.

A lengthy discussion took place relative to costs; benefits; reserves, insurance, and maintenance of these vehicles moving forward. Chief Vincent answered questions from Council and the audience accordingly.

Public comment on this item was offered by Shawn Bradley.

Mayor Kulikoff moved to approve with the following provisions on each presented Resolution. Motion seconded by Councilmember Cooper.

On Resolutions 24-3050; 24-3051; 24-3052 and Resolution No. 24-3056, the vote was as follows:

AYES:	Councilmembers Cooper, Creighton, Kulikoff, Mayor Pro Tem Smith, & Mayor Kulikoff
NOES:	None
ABSTAIN:	None
ABSENT:	None

MOTION CARRIES: 5-0

On Resolutions 24-3053 and 24-3055, the vote was as follows:

AYES:	Councilmembers Cooper, Kulikoff, Mayor Pro Tem Smith, & Mayor Kulikoff
NOES:	Creighton
ABSTAIN:	None
ABSENT:	None

MOTION CARRIES: 4-1

The City Council entertained a separate motion for Resolution No. 24-3054, as follows:

Mayor Kulikoff moved to approve Resolution No. 24-3054. Motion seconded by Councilmember Cooper.

On Resolutions 24-3054, the vote was as follows:

AYES:	Councilmembers Cooper, Kulikoff, & Mayor Kulikoff
NOES:	Creighton
ABSTAIN:	Mayor Pro Tem Smith
ABSENT:	None

MOTION CARRIES: 3-1-1

The City Council convened again to finish the closed session items at 9:24 p.m.

The City Council reconvened to open session at 9:40 p.m.

City Attorney Ponto reported that with respect to closed session item CS1 the Council was still deliberating; and that there were no further reportable actions.

ADJOURNMENT

Councilmember Cooper moved to adjourn the meeting. Motion seconded by Councilmember Kulikoff. Motion carried 5-0.

Seeing no further business to come before the City Council, the meeting was adjourned at 9:43 p.m.

Daryl A. Betancur, MPA, MMC
City Clerk



ITEM NO. CC3

COUNCIL AGENDA ITEM

September 24, 2024

TO: Mayor and City Council

FROM: Joe Barragan, Public Works Director

SUBJECT: California City Title 6 Chapter 2 and Chapter 10 Ordinance Updates

BACKGROUND/ DISCUSSION:

Senate Bill 1383 (SB 1383), which was signed in 2016, adopted with changes in 2020 and went into effect on January 1, 2022, established statewide targets to reduce the disposal of organic waste and edible food from landfills and increase the recovery of currently disposed edible food for human consumption.

SB 1383 requires jurisdictions to adopt mandatory, enforceable ordinances requiring generators of organic waste, including residents and commercial properties, to take actions to prevent the disposal of organic waste and edible food in the landfill as an important methane reduction strategy.

The City Council approved an SB 1383 ordinance on November 23, 2021, to incorporate the new regulations. The Public Works Department is amending the ordinance to include more clarification about the requirements of organic waste generators, the franchisee, operators, and the City. The updated ordinance additionally includes language relating to waivers, the City process for inspections and investigations, and the State of California Model Water Efficient Landscape Ordinance (MWELO) standards.

City staff in the Public Works Department, in conjunction with City Code Enforcement Officer(s), will enforce the SB 1383 ordinance with the assistance of approved delegates, including the franchisee and potential third-party contractors.

Also, Chapter 10's Construction and Demolition (C&D) Ordinance was updated to coincide with Green Building Standards in the California Code of Regulations Title 24.

FISCAL IMPACT:

No direct fiscal impact is anticipated.

RECOMMENDATION: Staff recommends the City Council waive further reading and approve Ordinance **No. 24-818** with updates to Title 6, Chapter 2. No resolution is required. This action was presented to the City Council on September 10, 2024 for first reading and introduction. Today, staff is presenting this ordinance for second reading and adoption.

ATTACHMENTS:

1. Clean Version SB 1383 Text Amendment Title 6, Chapter 2 Ordinance Update
2. Redline Version SB 1383 Text Amendment Title 6, Chapter 2 Ordinance Update
3. Clean Version of Chapter 10 C&D Recycling
4. Redline Version of Chapter 10 C&D Recycling

TITLE 6 SANITATION AND HEALTH

CHAPTER 2. WASTE MANAGEMENT

ARTICLE 1. GENERAL¹

Sec. 6-2.101. Definitions.

The following terms are defined for the purposes of this Chapter. Capitalized terms used herein but not defined shall have the meaning ascribed to them in the SB 1383 Regulations (14 California Code of Regulations § 17402 et seq). In the event of a conflict between a definition set forth in the SB 1383 Regulations and a definition set forth herein, the definition set forth in the SB 1383 Regulations shall control.

- (a) "AB 341" or "Recycling Act means the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011, as amended from time-to-time.
- (b) "Blue Container" has the same meaning as in 14 CCR Section 18982(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Material and Source Separated Blue Container Organic Waste.
- (c) "CalRecycle" means the California Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Jurisdictions (and others). digestion operations or other facility that recovers Source Separated Organic Waste accepts such material for processing and provides annual written notice thereof to the City.
- (d) "California Code of Regulations" or "CCR" means the State of California Code of Regulations. CCR references in this Chapter are preceded with a number that refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).
- (e) "City" means the City of California City, a municipal corporation acting through its City Council, and all the territory lying within the municipal boundaries of the City.
- (f) "Collection Container" means a collection receptacle provided by the City's Franchisee and approved by the City for the collection of Source Separated Solid Waste, Recyclable Material and/or Organic Waste. Containers include the various sizes of carts, bins, roll-off boxes, and compactors described in the Franchise Agreement.
- (g) "Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling is a Commercial Business for the purposes of this Chapter.
- (h) "Commercial Edible Food Generator" includes a Tier One, or a Tier Two Commercial Edible Food Generator as defined in Sections 6-2.101(bbbb) and 6-2.101(cccc) of this Section or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this Chapter, Food Recovery

¹Editor's note(s)—Ord. No. 21-792, § 2, adopted November 23, 2021, added title Article 1 to Chapter 2 to read as set out herein.

Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

- (i) "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).
- (j) "Compliance Review" means a review of records by the City to determine compliance with this Chapter.
- (k) "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.
- (l) "Compostable Plastics" means food-service and food-packaging plastic materials or plastic bags used for collecting organics material that are accepted at Kern County facilities and that are placed in the Green Container and transported to a compostable material handling operations or facilities, in-vessel digestion operations or other facility provided the organic waste processing facility accepts the material and has provided written notification annually to the City stating that the facility can process and recover that material for composability, as defined in 14 CCR Section 18984.1(a)(1)(A) for three-container systems, and 18984.2(a)(1)(C) for two container systems.
- (m) "Container Contamination" or "Contaminated Container" means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).
- (n) "C&D" means construction and demolition debris.
- (o) "Deegee" means an entity that City contracts with or otherwise arranges to carry out any of City's responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Deegee may be a government entity, the Franchisee, a private entity, or a combination of those entities.
- (p) "Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Chapter or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Organic Waste or Solid Waste if it is recovered and not discarded. Nothing in this Chapter 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.
- (q) "Electronic Waste" or "E-Waste" means discarded electronic equipment, including, but not limited to, televisions, computer monitors, central processing units (CPUs), laptop computers, computer peripherals (including external hard drives, keyboards, scanners, and mice), printers, copiers, facsimile machines, radios, stereos, stereo speakers, VCRs, DVDs, camcorders, microwaves, telephones, cellular telephones, and other electronic devices. Some E-Waste may be Hazardous Waste and require special handling, processing, or disposal.
- (r) "Enforcement Action" means an action of the City to address non-compliance with this Chapter including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.
- (s) "Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).
- (t) "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.
- (u) "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
- (v) "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 or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:

- (1) A food bank as defined in Section 113783 of the Health and Safety Code;
- (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
- (3) 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 Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

- (w) "Food Recovery Service" means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).
- (x) "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, or as otherwise defined in 14 CCR Section 18982(a)(27).
- (y) "Food Soiled Paper" means 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, and pizza boxes provided the approved compostable material handling operations or facilities, in-vessel digestion operations or other facility that recovers Source Separated Organic Waste accepts such material for processing and provides annual written notice thereof to the City.
- (z) "Food Waste" means food scraps and trimmings and other putrescible waste that readily decomposes and results from food production, preparation, storage, consumption, or handling. Food Waste includes but is not limited to meat, fish and dairy waste, fruit and vegetable waste, grain waste, and may include Food Soiled Paper and Compostable Plastics meeting the definitions provided herein.
- (aa) "Franchise Agreement" means the Solid Waste Franchise Agreement for Waste Hauling Services granted by the City to a provider of Refuse, Recyclable Material and Organic Waste collection services within the City.
- (bb) "Franchisee" means the party to which the City has granted a Franchise Agreement.
- (cc) "Gray/Black 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/Black Container Waste.
- (dd) "Gray/Black Container Waste" means Solid Waste that is collected in a Gray and/or Black Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray/Black Container as specified in 14 CCR Sections 18984.1(a) and (b), as defined in 14 CCR Section 17402(a)(6.5).
- (ee) "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 Organic Waste.
- (ff) "Green Waste" means tree trimmings, grass cuttings, dead plants, leaves, branches, and similar materials generated through landscaping activities other than construction activities.
- (gg) "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, or as otherwise defined in 14 CCR Section 18982(a)(30).

- (hh) "Hauler Route" means the designated itinerary or sequence of stops for each segment of the collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).
- (ii) "Hazardous Waste" means waste materials determined by CalRecycle, the Department of Toxic Substances Control, the State Water Resources Control Board, or the Air Resources Board to be:
 - (1) Of a nature that they must be listed as hazardous in State statutes and regulations;
 - (2) Toxic/ignitable/corrosive/reactive; or
 - (3) Carcinogenic/mutagenic/teratogenic.
- (jj) "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); or, as otherwise defined in 14 CCR Section 18982(a)(33).
- (kk) "Household Hazardous Waste" means those hazardous waste materials generated at and discarded from Residential premises.
- (ll) "Infectious Waste" means biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities, and other similar establishments identified in Health and Safety Code Section 25117.5 as may be amended from time-to-time.
- (mm) "Inspection" means a site visit where a City representative such as an Enforcement Officer, or a Delegee 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 Chapter or as otherwise defined in 14 CCR Section 18982(a)(35). Inspections may be conducted as part of a Route Review of other contamination monitoring mechanism.
- (nn) "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. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Chapter.
- (oo) "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 Chapter 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 Chapter 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. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Chapter.
- (pp) "Liquid Waste" means watered or dewatered sewage or sludge.

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- (qq) "Litter" means garbage, Refuse, rubbish, and other Solid Waste, Recyclable Material or Organic Waste, if thrown, distributed by the elements, or deposited as hereinafter prohibited tends to create a blight or danger to the public health, safety, and welfare.
- (rr) "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, or as otherwise defined in 14 CCR Section 18982(a)(40).
- (ss) "Medical Waste" means waste capable of producing an infection or pertaining to or characterized by the presence of pathogens, including without limitation, certain wastes generated by medical practitioners, hospitals, nursing homes, medical testing labs, mortuaries, taxidermists, veterinarians, veterinary hospitals and medical testing labs, and waste which includes animal wastes or parts from slaughterhouses or rendering facilities.
- (tt) "Multiple-Unit Dwelling" means any building in the City, other than a Single-Unit Dwelling, lawfully occupied for human shelter.
- (uu) "Multi-Family Residential Dwelling" or "Multi-Family" means a residential premises with five (5) or more dwelling units. Multi-Family does not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.
- (vv) "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, or as otherwise defined in 14 CCR Section 18982(a)(41).
- (ww) "Non-Local Entity" means the following entities that are not subject to the City's enforcement authority, or as otherwise defined in 14 CCR Section 18982(a)(42):
1. Special district(s) located within the boundaries of the City.
 2. Federal facilities, including military installations, located within the boundaries of the Jurisdiction.
 3. Prison(s) located within the boundaries of the City.
 4. Facilities operated by the State park 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.
- (xx) "Non-Organic Recyclables" means non-putrescible and non-hazardous recyclable wastes including but not limited to bottles, cans, metals, plastics and glass, or as otherwise defined in 14 CCR Section 18982(a)(43).
- (yy) "Notice of Violation (NOV)" means a notice that a violation has occurred that includes a compliance date to avoid an action to seek penalties, or as otherwise defined in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.
- (zz) "Organic Waste" means waste 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, untreated lumber, untreated wood, Paper Products, Printing and Writing Papers, manure, biosolids, digestate, and sludges. A listing of materials considered as Organic Waste shall be provided by the Franchisee and may be revised from time to time by agreement of the City.
- (aaa) "Organic Waste Generator" means a person or entity that is responsible for the initial creation of Organic Waste, including those entities that serve food or beverages on its premises for immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(48).

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- (bbb) "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).
- (ccc) "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).
- (ddd) "Prohibited Container Contaminants" means the following:
1. Discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Material for the City's Blue Container collection program;
 2. Discarded materials placed in the Green Container that are not identified as acceptable Source Separated Organic Waste for the City's Green Container collection program;
 3. Discarded materials placed in the Gray/Black Container that are acceptable Source Separated Recyclable Material and/or Source Separated Organic Waste to be placed in City's Blue Container and/or Green Container collection program; and
 4. Any material prohibited to be placed in any container pursuant to Section 6-2.104 and Section 6-2.204(e).
- (eee) "Public Place" means streets, sidewalks, boulevards, alleys, or other public ways, public parks, squares, spaces, grounds, and buildings, and the portions of private premises held open to the public.
- (fff) "Public Receptacles" means containers that are for usage in Public Places for the collection of Source Separated Solid Waste, Recyclable Material and/or Organic Waste.
- (ggg) "Recovered Organic Waste Products" means products made from California, landfill-diverted recovered Organic Waste processed in a permitted or otherwise authorized facility, or as otherwise defined in 14 CCR Section 18982(a)(60).
- (hhh) "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).
- (iii) "Recyclable Material" means material that can be sorted, cleansed, and reconstituted using available recycling collection programs for the purpose of using the altered form in the manufacture of a new product. "Recycling" does not include burning, incinerating, converting, or otherwise thermally destroying solid waste. A listing of materials considered as Recyclable Material shall be provided by the Franchisee and may be revised from time to time by agreement of the City.
- (jjj) "Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).
- (kkk) "Refuse" means all putrescible and nonputrescible solid and semisolid wastes, generated in or upon, related to the occupancy of, remaining in or emanating from a Premises, including garbage, rubbish, trash, refuse, ashes, industrial wastes, vegetable or animal solid or semisolid wastes, and other solid and semisolid wastes. Refuse does not include Recyclable Material, Organic Waste, Construction and Demolition Debris, Bulky Waste, or Excluded Waste.
- (III) "Residential" shall mean of, from, or pertaining to a Single-Unit Dwelling premises or Multi-Unit Dwelling premises including single-family homes, apartments, condominiums, townhouse complexes,

mobile home parks, and cooperative apartments with (4) or less dwelling units. For the purposes of this Chapter, the definition of Residential does not include Multi-Family Residential Dwellings.

- (mmm) "Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64). For the purposes of Edible Food Recovery, Restaurant shall mean 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.
- (nnn) "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, or as otherwise defined in 14 CCR Section 18982(a)(65).
- (ooo) "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.
- (ppp) "SB 1383 Regulations" means the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted on November 3, 2020 that added Chapter 12 to Division 7 of Title 14 of the California Code of Regulations (CCR) and amended CCR Title 14, Division 7, Chapters 3, 3.1, 3.2, 5, 9 and 12, commencing with Section 17402, and CCR Title 27, Division 2, Chapters 2, 3, and 4, commencing with Section 20164.
- (qqq) "Self-Hauler" means a person who hauls Refuse, Recyclable Material and/or Organic Waste he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Solid Waste to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).
- (rrr) "Sharps" means any needles, syringes and lancets used for application, removal, or testing needed for medication, fluid sampling, or any other application.
- (sss) "Single-Unit Dwelling" means a dwelling designed for or occupied exclusively for human shelter by one (1) family.
- (ttt) "Solid Waste" has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible 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 semi-solid wastes, and other discarded solid and semisolid wastes, with the exception that Solid Waste does not include any of the following wastes: Electronic Waste, Hazardous Waste, Medical Waste, Infectious Waste, Liquid Waste, construction and demolition debris, Excluded Waste, or Universal Waste. Solid Waste includes only those materials which were originally discarded by the first Solid Waste Generator thereof, prior to any processing at any premises within the City.

Notwithstanding any provision to the contrary, Solid Waste may include de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and disposal of household hazardous waste in compliance with Section 41500 and 41802 of the California Public Resources Code as may be amended from time to time (also known as HHW). Solid Waste includes salvageable

materials only when such materials are included for collection in a Solid Waste Collection Container, not Source Separated from Solid Waste at the site of generation.

- (uuu) "Solid Waste Generator" means a person or entity that is responsible for the initial creation of Solid Waste.
- (vvv) "Source Separating" or "Source Separated" means the process of removing or separating Recyclable Material or Organic Waste from Solid Waste at the place of generation, prior to collection, and placing them into separate containers that are separately designated for such materials for the purpose of recycling, composting, processing or reuse.
- (www) "Source Separated Blue Container Organic Waste" means Organic Waste that can be placed in a Blue Container that is limited to the collection of those Source Separated Organic Wastes and Non-Organic Recyclables as identified by the Franchisee and defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).
- (xxx) "Source Separated Organic Waste" means Organic Waste that has been Source Separated that are accepted in the Green Container. 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, Recyclable Material, carpets, Non-Compostable Paper, and textiles.
- (yyy) "Source Separated Recyclable Material" means Source Separated Non-Organic Recyclable and Source Separated Blue Container Organic Waste that are accepted in the Blue Container that have been Source Separated by the Solid Waste Generator.
- (zzz) "State" means State of California.
- (aaaa) "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, or as otherwise defined in 14 CCR Section 18982(a)(71).
- (bbbb) "Tier One Commercial Edible Food Generator" or "Tier One" means a Commercial Edible Food Generator that is one of the following:
- Supermarket with gross annual sales greater than or equal to \$2 million
 - Grocery Store with a total facility size equal to or greater than or equal to 10,000 square feet.
 - Food Service Provider.
 - Food Distributor.
 - Wholesale Food Vendor.
- (cccc) "Tier Two Commercial Edible Food Generator" or "Tier Two" 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.

(dddd) "Universal Waste" or "U-Waste" means all wastes as defined by Title 22, Subsections 66273.1 through 66273.9 of the California Code of Regulations, including, but are not limited to, batteries, fluorescent light bulbs, mercury switches, and E-Waste.

(eeee) "Waste Management Act" or "AB 939" means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), as amended from time-to-time.

(ffff) "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, or as otherwise defined in 14 CCR Section 189852(a)(76).

(Ord. No. 21-792 , § 3, 11-23-2021)(Ord. No. 12-713, § 2, 11-6-2012 ; Ord. No. 17-756, § 1.A, 11-28-2017)

Sec. 6-2.102. Accumulation of Waste.

- (a) No person shall throw or deposit Solid Waste in or upon a Public Place except in Public Receptacles, in Collection Containers, or at a permitted transfer station or landfill.
- (b) Persons placing Litter in Public Receptacles or in Collection Containers shall do so in such a manner as to prevent it from being carried or deposited by the elements upon a Public Place that result in it becoming Litter.
- (c) Every person in possession, charge, or control of any property shall keep such property free and clean of any accumulation of Solid Waste.
- (d) Except as otherwise provided in this Chapter, no person shall deposit, keep or accumulate or permit or cause to be deposited or to remain on property, any Solid Waste.
- (e) No person shall place, deposit, or dump Solid Waste or cause Solid Waste to be placed, deposited, or dumped upon private property.
- (f) No person shall sweep into or deposit in a Public Place, the accumulation of Solid Waste from a building or lot or public or private sidewalk or driveway. Persons owning or occupying property shall keep the sidewalks in front of their premises free of Solid Waste.
- (g) If a person within the City has not complied with an order of the Enforcement Officer to remove accumulation of Solid Waste deemed dangerous to the public health to delay its removal, the Enforcement Officer may enter the premises and remove the offensive accumulation. The person responsible for such accumulation shall be liable to the City for the costs of collection, in addition to other penalties.

(Ord. No. 12-713, § 2, 11-6-2012)

Sec. 6-2.103. Burying and Burning Prohibited.

The placement or burial of Solid Waste upon private property or a Public Place or burning of Solid Waste within the City is prohibited and is a misdemeanor.

(Ord. No. 12-713, § 2, 11-6-2012 ; Ord. No. 17-756, § 1.B, 11-28-2017)

Sec. 6-2.104. Materials Prohibited From Containers.

The placement of Electronic Waste, Universal Waste, Household Hazardous Waste, Infectious Waste, Liquid Waste, or Medical Waste, material, fluids, equipment, retainers, or medical Sharps in a Collection Container or Public Receptacle covered by this Chapter is prohibited and is a misdemeanor.

(Ord. No. 12-713, § 2, 11-6-2012)

Sec. 6-2.105. Storage.

- (a) No person shall store Solid Waste in any boxes, bags, or barrels of any type within a Public Place or between any front lot line and the main building on a Residential or Commercial property, or within that portion of the street side of a corner lot equal to the depth of the required street side yard.

This Section shall not preclude:

- (b) The storage of Solid Waste in a Collection Container of a Commercial Business, in front of a main building if such Collection Container is within a solid wall enclosure lawfully erected and maintained in such a manner to allow access to the Collection Container for collection of waste by the Franchisee.
- (c) The storage of Solid Waste from renovations of Residential or Commercial Business or major landscaping work in temporary Collection Containers and such Collection Container may be placed in view from a Public Place if such placement is for the convenience of the collection by the Franchisee and is not in violation of any other Municipal Code, and any such temporary use shall be limited to the reasonable time needed to complete such renovations or work not to exceed six months.
- (d) The storage of Solid Waste in a Collection Container for collection and removal by the Franchisee.
- (e) A person, whose waste is collected or removed by the Franchisee, from placing or maintaining a Collection Container in the manner set forth in this Chapter within the Public Place in front of the premises from which such waste emanated; provided, however, no such Collection Container shall be placed within any Public Place earlier than 6:00 a.m. on the day preceding the day for the collection of waste, nor be allowed to remain within the Public Place later than 6:00 a.m. on the day following such collection.

(Ord. No. 12-713, § 2, 11-6-2012)

Sec. 6-2.106. Receptacles: Containers.

Every person in possession, charge, or control of a Residential or Commercial property shall utilize Collection Containers of adequate size and collected at an adequate frequency to contain the amount of Solid Waste ordinarily accumulating at such place during the intervals between collections. The Collection Containers shall be filled no more than level full and shall have the lids of such portable receptacles kept closed, except when depositing waste, to prevent the loss of any waste material.

(Ord. No. 12-713, § 2, 11-6-2012); Ord. No. 17-756, § 1.C, 11-28-2017)

Sec. 6-2.107. Receptacles: Placement for Collection.

- (a) Collection Containers shall be placed, as required by the Franchisee, within five (5) feet of the Public Place on collection days and shall be readily accessible for collection.
- (b) Notwithstanding the provisions of this Chapter, persons storing Solid Waste in Collection Containers may request the Franchisee to enter upon their premises to collect such Collection Containers.

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- (c) Solid Waste shall be enclosed in Collection Containers in such a manner so that no portion of the enclosed material shall be blown by the wind, leak, or spill out during the period of storage, prior to, or during its collection.

(Ord. No. 12-713, § 2, 11-6-2012)

Sec. 6-2.108. Collection: Franchise.

- (a) The City may grant an exclusive Franchise Agreement for the collection, transportation, and proper disposal or processing for recovery of Solid Waste and the operation of other programs required by the Recycling Act within all or any portion of the City. The City may grant an exclusive Franchise Agreement upon a determination that the public health, safety and well-being are thereby served and in order to comply with the requirements of the Recycling Act, Waste Management Act and SB 1383 Regulations. The Franchise Agreement shall be granted by resolution pursuant to the process set forth in this Chapter.
- (b) The City may regulate, by ordinance or resolution and through the Franchise Agreement, all aspects of Solid Waste collection, including, but not limited to, frequency of collection, means of collection and transportation, level of services, charges, fees, and nature, location, and extent of providing such services.
- (c) When a Franchise Agreement for the collection of Solid Waste is in effect, no person, other than employees of the Franchisee, may collect, haul or transport waste within the City, except as set forth in Section 6-2.109 below.
- (d) Any grantee of a Franchise Agreement shall pay to the City a Franchise Fee and a Contract Administration Fee, the amounts of each shall be set forth in the Franchise Agreement approved by Council. Council shall have the right to adjust the amount or calculation of the fees from time-to-time at any point during the term of the Franchise Agreement, subject to the procedures for adjustment described in the Franchise Agreement.
- (e) No person shall interfere with the collection or disposal of waste by Franchise to collect and dispose of same.
- (f) No person other than the Franchisee, or an agent or employee thereof, shall tamper or meddle with, or remove items from, a Collection Container or Public Receptacles placed for collection by Franchisee.
- (g) It shall be unlawful for any person to solicit, accept, engage, or otherwise utilize collection, transportation and/or handling service of Solid Waste for paid consideration by a person not authorized to provide such service.
- (h) No person other than the Franchisee shall offer to handle Solid Waste or handle waste on behalf of another in exchange for compensation in any form or amount.

(Ord. No. 12-713, § 2, 11-6-2012)

Sec. 6-2.109. Collection: Limitations.

The exclusive right of any Franchisee to collect Solid Waste is subject to the following exclusions:

- (a) *Self-Haul.* Solid Waste may be removed and personally transported from a premises by the owner or occupant for the purpose of lawfully delivering to a solid waste facility authorized and permitted to receive and handle Solid Waste and recover Recyclable Material and/or Organic Waste. Owners or occupants may delegate the responsibility of delivering such materials to a solid waste facility to a third party if it is done on a voluntary basis and no compensation is tendered in exchange for the service or rental of containers and in accordance with Section 6-2.206 and 6-2.212(b) of this Chapter.

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- (b) *Gardeners and Landscapers.* A gardener or landscaper may collect, transport, and dispose of Green Waste generated as an incidental part of providing gardening, landscape maintenance service, provided the gardener or landscaper shall not be a hauling service or solid waste enterprise, and shall not separately or additionally charge for the incidental service of removing, transporting, or disposing of the Green Waste, and shall use only employees and equipment to collect, transport, and dispose of same.
 - (c) *Contractors and Remodelers.* A construction contractor, holding a contractor's license issued by the State of California, may collect, transport, and dispose of inert materials or demolition waste from remodeling or construction jobs generated as an incidental part of providing such remodeling or construction services, if the construction contractor is not a hauling service or solid waste enterprise, does not separately or additionally charge for the incidental service of removing, transporting, or disposing of the inert materials or demolition waste, and use only employees and equipment to collect, transport, and dispose of same.
 - (d) *Other.* Additional limitations and exclusions as may be set forth in the Franchise Agreement.

(Ord. No. 12-713, § 2, 11-6-2012)

Sec. 6-2.110. Collection: Service Required to Occupied Premises.

- (a) Every person who owns, and every person who occupies, developed and occupied real property shall receive and pay for Solid Waste collection with the Franchisee, unless otherwise subject to a waiver under this Section or Section 6-2.212, at rates not to exceed those approved by the Council.
- (b) Every person requiring collection service shall apply for such service and the City shall be held harmless for loss occasioned by entry upon the property for collection service.
- (c) Owners of Commercial properties shall comply with mandatory recycling requirements of the Recycling Act and SB 1383. The City Manager or designee may permit exemptions from the requirements on the basis: (i) the subject Property does not generate Recyclable Material or Organic Waste; (ii) the subject Property does not have adequate space to accommodate a Collection Container for Recyclable Material or Organic Waste; or (iii) the Property owner can demonstrate that they recycle their waste material through other methods acceptable under State law.
- (d) Failure to comply with this Chapter may be subject to administrative citations of \$25.00 for each day, of non-compliance.

(Ord. No. 12-713, § 2, 11-6-2012 ; Ord. No. 17-756, § 1.D, 11-28-2017)

Sec. 6-2.111. Collection: Frequency.

The Franchisee shall collect Solid Waste located at or resulting from the lawful use of occupied property. Collection days shall be Monday through Friday of each week and collection hours shall be from 6:00 a.m. until 6:00 p.m., unless otherwise determined by the Council, whereupon notice in writing specifying the days of collection shall be given by the City to all persons within the City of whom the service is rendered. Collection Containers shall not be placed for service or be serviced by the Franchisee less frequently than once each seven (7) days for Refuse and Organic Waste and fourteen (14) days for Recyclable Material.

The City Manager or designee may authorize the collection of Solid Waste at times or from places otherwise prohibited by this Chapter if such collection is necessary for the protection of the property or health of the general public.

(Ord. No. 12-713, § 2, 11-6-2012)

Sec. 6-2.112. Collection: Rates.

- (a) The maximum rates for the collection of Solid Waste within the City charged by the Franchisee shall be approved by the Council in the Franchise Agreement.
- (b) The rates established by the Council shall apply to the collection, at the regular intervals set forth in this Chapter, normally resulting from the lawful use of Residential and Commercial premises.
- (c) The owner of each property receiving collection service shall be ultimately liable for payment of rates charged by the Franchisee.
- (d) The Franchisee shall not charge any rate, service fee, penalty, or request any other payment from a Solid Waste Generator in the City that has not been authorized in the Franchise Agreement.

(Ord. No. 12-713, § 2, 11-6-2012)

Sec. 6-2.113. Collection: Complaints and Adjustments.

The City Manager or designee shall resolve complaints between the person receiving service and the Franchisee, and the aggrieved party may appeal in accordance with Title 1, Chapter 4.

(Ord. No. 12-713, § 2, 11-6-2012)

Sec. 6-2.114. Scavenging.

It shall be a misdemeanor for any person to remove any Solid Waste from a Collection Container placed for collection by the Franchisee, other than the Franchisee or account holder responsible for the subject Collection Container.

(Ord. No. 12-713, § 2, 11-6-2012)

ARTICLE 2. MANDATORY ORGANIC WASTE DISPOSAL REDUCTION

Sec. 6-2.201. Authorization.

The City Manager, or their designee, is hereby authorized to make any determinations, or undertake or arrange for any programs or activities required to implement and enforce the SB 1383 Regulations. The SB 1383 Regulations are hereby incorporated into this Chapter in their entirety as if fully set forth herein.

(Ord. No. 21-792 , § 3, 11-23-2021)

Sec. 6-2.202. City Manager Non-Delegable Authority and Responsibilities.

In undertaking his or her obligations herein, the City Manager, or his or her designee, shall have sole authority and responsibility to perform the following non-delegable determinations, programs or activities, but in so doing may utilize City personnel:

- (a) Granting waivers from certain AB 341 and/or SB 1383 Regulations to a Solid Waste Generator, and preparation and maintenance of records regarding such waivers and exemptions as set forth in 14 CCR Section 18984.11 and Section 6-2.212 of this Chapter.
- (b) Conducting Inspections and investigations of complaints in accordance with Section 18995.3 of alleged violations of Chapter 12 of the SB 1383 Regulations, and preparation and maintenance of records regarding such activities.
- (c) Applying for waivers or exemptions from certain SB 1383 Regulations granted by CalRecycle and maintaining records regarding such waivers and exemptions as set forth in 14 CCR Section 18984.12.
- (d) Applying for waivers from SB 1383 requirements granted by CalRecycle in the event of emergencies or disasters and maintaining records regarding such waivers and exemptions as set forth in 14 CCR Section 18984.13.
- (e) Regulating Commercial Edible Food Generators, Food Recovery Organizations and Food Recovery Services for their compliance with applicable SB 1383 Regulations.
- (f) Regulating Organic Waste Generators for their compliance with applicable SB 1383 Regulations.
- (g) Initiating, inspecting, and prosecuting Enforcement Actions against Franchisee, Food Recovery Organizations, Food Recovery Services and Organic Waste Generators for violation of this Chapter, including the determination and assessment of penalties as set forth in 14 CCR Sections 18995.1, 18995.4, 18997.1 and 18997.2.
- (h) Receipt and investigation of written complaints of alleged violations of Chapter 12 of Title 14 as set forth in 14 CCR Section 18995.3.
- (i) Undertaking Organic Waste capacity planning, as set forth in 14 CCR Section 18992.1, and Edible Food Recovery capacity planning, as set forth in 14 CCR Section 18992.2.
- (j) Maintaining and submitting records and reports required by the SB 1383 Regulations.

(Ord. No. 21-792 , § 3, 11-23-2021)

Sec. 6-2.203. Delegable Responsibilities.

Except for those determinates, programs, or activities that are non-delegable as set forth under Section 6-2.202, in undertaking his or her obligations under Section 6-2.201, the City Manager, or his or her designee, may undertake programs or activities implementing applicable provisions of the SB 1383 Regulations, and in so doing may utilize City personnel, or may make arrangements for these delegable programs or activities as set forth in the SB 1383 Regulations with a Franchisee, Food Recovery Organization, Food Recovery Service, other private or non-profit entities, or through agreements with other jurisdictions.

(Ord. No. 21-792 , § 3, 11-23-2021)

Sec. 6-2.204. Solid Waste Generator Requirements.

- (a) Owners of Residential or Commercial properties and other persons utilizing such properties that are Solid Waste Generators must:
 - (1) Subscribe and pay for collection service for all Solid Waste unless a waiver has been granted by the City, or the Solid Waste Generator self-hauls such materials.
 - (2) Participate in collection service by placing designated materials in designated containers as described in Section 6-2.204(e) and shall not place Prohibited Container Contaminants in Collection Containers.
- (b) All Residential and Commercial properties, unless otherwise authorized to self-haul in accordance with Section 6-2.109(a) and 6-2.206 of this Municipal Code, shall be automatically enrolled in the City's three-container collection service with a Gray/Black, Blue and/or Green Container for Source Separated Refuse, Source Separated Recyclable Material, and Source Separated Organic Waste. The City shall have the authority to change the minimum required service levels at any given time. The Generator's Source Separated Recyclable Material service level and Source Separated Organic Waste service level must be sufficient for the amount of Source Separated Recyclable Material and Source Separated Organic Waste. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).
- (c) Owners of Residential and Commercial properties and other persons utilizing such properties that are Solid Waste Generators are responsible to adjust their level of service to ensure compliance with this Chapter and are responsible for failure to subscribe and pay for such service, or to undertake other allowable methods of diversion. Self-hauling may be undertaken in accordance with Section 6-2.109(a) and 6-2.206 of this Municipal Code and 14 CCR 18988.3.
- (d) The City reserves the right to make the final determination as to the type, number, and size of containers to be provided to all Residential and Commercial properties to ensure adequate service and proper separation of materials and containment of materials for expected collection volumes.
- (e) The City has implemented a standard organic waste collection service using three Collection Containers in accordance with Chapter 12, Article 3 of the SB 1383 Regulations.
 - (1) The Gray/Black Container is provided solely for the placement and collection of non-organic Refuse. No Organic Waste or Recyclable Material are permitted in the Gray/Black Container.
 - (2) The Blue Container is provided solely for the placement and collection of Recyclable Material. No Source Separated Organic Waste or non-Recyclable Material are permitted in the Blue Container.
 - (3) The Green Container is provided solely for the placement and collection of Source Separated Organic Waste. No Recyclable Material or non-organic Refuse are permitted in the Green Container.

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- (f) It shall be unlawful and a violation of this Chapter to place Prohibited Container Contaminants in a collection container, and may subject the Generator to a contamination processing fee or Enforcement Action as set forth in Section 6-2.213 of this Municipal Code.
 - (g) Organic Waste Generators shall comply with this Chapter relating to collection and recovery of Organic Waste or the applicable SB 1383 Regulations and failure to comply may result in an Enforcement Action as set forth in Section 6-2.213 of this Municipal Code.

(Ord. No. 21-792 , § 3, 11-23-2021)

Sec. 6-2.205. Commercial Generator Requirements.

- (a) Excluding Multi-Family Residential Dwellings, a Commercial Solid Waste Generator shall provide containers for the collection of Source Separated Solid Waste generated by that property in all indoor and outdoor areas, except for restrooms, where the Commercial Business provides disposal containers for customers and shall comply with the requirements of 14 CCR Section 18984.9(b). If a Commercial Business does not generate, or has a waiver pertaining to, any of the materials that would be collected in one type of container, then the business does not have to provide that particular type of container in all areas where containers are provided for customers.
- (b) Excluding Multi-Family Residential Dwellings, a Commercial Solid Waste Generator shall provide containers for the collection of Source Separated Solid Waste according to the following:
 - (1) A body or lid that conforms with the container colors provided through the collection service provided by the City or its Franchisee, 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.
 - (2) 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 labeling requirements are required on new containers commencing January 1, 2022.
- (c) A Commercial Organic Waste Generator shall at least annually provide information to employees, contractors, tenants, and customers about Organic Waste recovery requirements and about proper sorting of Organic Waste, and for new tenants within fourteen (14) days of occupation of premises.
- (d) Excluding Multi-Family Residential Dwellings, a Commercial Generator shall, to the extent practical through education, training, Inspection, and/or other measures, prohibit employees from placing materials in a container not designated for those materials per the Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program.
- (e) Excluding Multi-Family Residential Dwellings, a Commercial Generator shall periodically inspect Blue Containers, Green Containers, 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).
- (f) A Commercial Generator shall provide or arrange for access to their property for Inspections or Compliance Reviews conducted by CalRecycle or the City or its Delegee pursuant to Article 14 of the SB

1383 Regulations, provided, however, that nothing is intended to permit an inspector to enter the interior of a private residential property, as set forth in 14 CCR Section 18984.10(c).

- (g) A Commercial Generator may apply for a waiver of some or all of the Organic Waste requirements of the applicable SB 1383 Regulations to the City, in accordance with procedures established by the City as set forth in 14 CCR 18984.11 and Section 6-2.212 of this Municipal Code. Any waiver may be granted and issued only by the City in writing. Nothing in the foregoing shall exempt a Commercial Business from compliance with Section 42649.81 of the Public Resources Code.

(Ord. No. 21-792 , § 3, 11-23-2021)Sec.

Sec. 6-2.206. Self-Hauler Requirements.

- (a) Self-Haulers shall Source Separate all Refuse, Recyclable Material and/or Organic Waste generated on-site 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 Material to a facility that processes or otherwise recovers those materials; and haul their Source Separated Organic Waste to a solid waste facility, operation, activity, or property that processes or otherwise recovers 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 Self-Haulers) shall apply for an alternative service waiver in accordance with Section 6-2.212.
- (d) Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall keep a record of the amount of Recyclable Material or Organic Waste delivered to each solid waste facility, operation, activity, or property that processes or otherwise recovers such material; 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 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 Recyclable Material or Organic Waste.
- (e) Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in this Chapter to the City, if requested.
- (f) A Residential Self-Hauler is not required to record or report information referenced in this Chapter or apply for a waiver.

6-2.207. Haulers and Facility Operator Requirements.

- (a) Requirements for the Franchisee.
 - (1) The Franchisee shall provide Residential, Commercial, and/or industrial collection services to Organic Waste Generators within the City's boundaries and 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:
 - i. Through written notice to the City annually identify the facilities to which they will transport waste including facilities for Source Separated Solid Waste, Source

Separated Recyclable Materials, Source Separated Organic Waste, and/or Mixed Waste, if applicable.

- ii. Transport Source Separated Recyclable Material, Source Separated Organic Waste, and Mixed Waste (if applicable) to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.
 - iii. Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site.
- (2) Franchisee 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, or other agreement entered into with the City.
- (b) Requirements for Facility Operators and Community Composting Operations.
- (1) 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 City 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.
 - (2) Community Composting operators, upon City 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, if applicable. Entities contacted by the City shall respond within 60 days.

(NEW ADD – NEEDS ORDINANCE #)

Sec. 6-2.208. Construction and Demolition Recycling Requirements.

- (a) Persons applying for a permit from the City for new construction and building additions and alterations 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. If the requirements of CALGreen are more stringent than the requirements of this Section, the CALGreen requirements shall apply.
- (b) Project applicants shall refer to Article 6, Chapter 10 of this Municipal Code for complete CALGreen requirements.
- (c) Commercial properties shall provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Source Separated Recyclable Material and Source Separated Organic Waste, or comply with provision of adequate space for Commercial premises.
- (d) 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 Source Separated Recyclable Material and Source Separated Organic Waste, consistent with the three-container collection program, or shall comply with provision of adequate space for Recyclable Material and/or Organic Waste for Commercial premises.
- (e) Projects covered under this section and Article 6, Chapter 10 must comply with CALGreen requirements and applicable law related to management of C&D, including diversion of Organic Waste in C&D from disposal, and comply with Article 6, Chapter 10 of this 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.

(NEW ADD – NEEDS ORDINANCE #)

Sec. 6-2.209. Requirements for Commercial Edible Food Generators.

- (a) Tier One Commercial Edible Food Generators shall comply with the requirements of this Chapter 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 Chapter.
- (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:
 - i. 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).
 - ii. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
 - iii. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
 - iv. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
 - v. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
 - vi. The established frequency that food will be collected or self-hauled.
 - vii. 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.
- (d) Nothing in this Chapter 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).

(Ord. No. 21-792 , § 3, 11-23-2021)

Sec. 6-2.210. Requirements for Food Recovery Services and Organizations.

- (a) 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 transports Edible Food to for Food Recovery.
- (b) 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 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 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).
- (d) Food Recovery Capacity Planning
 - (1) 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.

(Ord. No. 21-792 , § 3, 11-23-2021)

Sec. 6-2.211. Inspections and Investigations.

- (a) City representatives and/or its designated entity, including Delegees that 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 Section by Organic Waste Generators, Commercial Businesses, property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws.
- (b) Regulated entities 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/Delegee 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 Chapter described herein. Failure to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any Inspection or investigation is a violation of this Chapter and may result in penalties described.
- (c) Any records obtained by a City during its Inspections, 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.
- (d) City representatives, its designated entity, and/or Delegee are authorized to conduct any Inspections or other investigations as reasonably necessary to further the goals of this Chapter, subject to applicable laws.
- (e) 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.

(NEW ADD – NEEDS ORDINANCE #)

Sec. 6-2.212 Waivers.

- (a) A Commercial Solid Waste Generator or property owner may request a waiver for Recyclable Material and/or Organic Waste collection service by completing a waiver request application for the following reasons:
- (b) Alternative Service Waiver. A Commercial Solid Waste Generator or property owner may request an alternative service waiver specifying the services that they are requesting a waiver from if the Generator uses, at no cost, a third-party vendor, self-hauls, backhauls or utilizes an onsite recycling and/or composting facility for the processing or otherwise recovery of all Recyclable Material and/or Organic Waste in accordance with Section 6-2.206. Self-Haulers (including back-haulers) will submit a waiver to be reviewed by the City every twelve (12) months.
- (c) De Minimis Waiver. A Commercial Solid Waste Generator or property owner may request a de minimis waiver specifying the services that they are requesting a waiver from and provide documentation that either:
 - (1) The Solid Waste Generator's total waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or
 - (2) The Solid Waste Generator's total waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.

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- (3) The Solid Waste Generator must notify the City if circumstances change that such Solid Waste Generator's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.
 - (d) Physical Space Waiver. A Commercial Business or property owner may request a physical space waiver specifying the services that they are requesting a waiver from and provide the following
 - (1) Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.
 - (e) Collection Frequency Waiver. A Commercial Business or property manager may arrange to have the collection of their Blue Container serviced once every fourteen days, rather than once per week. A waiver application is not required for a collection frequency waiver and may be automatically granted through a request with the Franchisee.

All Residential and Commercial Solid Waste Generators will be automatically enrolled in the City's three-container collection program with the Franchisee.

Commercial Solid Waste Generators must provide written verification of eligibility for a de minimis waiver and/or physical space waiver no less than every five years, if the City has approved such waiver.

Waivers will be reviewed and approved as needed by the Public Works Department and will not be reassigned to the City's Designee or Franchisee. Applicants may need to resubmit waivers periodically to verify ongoing program implementation. The City reserves the right to rescind approved waivers.

(NEW ADD – NEEDS ORDINANCE #)

Sec. 6-2.213. Enforcement.

- (a) Violation of any provision of this Chapter may constitute grounds for issuance of a Notice of Violation and assessment of a fine by an Enforcement Officer. Enforcement actions under this Chapter 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 Chapter and any rule or regulation adopted pursuant to this Chapter, except as otherwise indicated in this Chapter.
- (b) Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. 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.
- (c) Enforcement pursuant to this Chapter may be undertaken by the City Enforcement Officer, which may be the City Manager or their designated entity, legal counsel, or combination thereof.
- (d) Process for Enforcement
 - (1) Enforcement Officer and/or its Delegee will monitor compliance with the Chapter randomly and through Compliance Reviews and/or Route Reviews, investigation of complaints, and an Inspection program. Section 6-2.211 establishes the City's right to conduct Inspections and investigations.
 - (2) City may issue an official notification to notify regulated entities of its obligations under this Chapter.

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- (3) With the exception of violations of Generator contamination of container contents addressed in this Chapter, City may issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
 - (4) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, City may commence an action to impose penalties, via an administrative citation and fine, pursuant to this Municipal Code.
 - (5) Notices shall be sent to Generator at the official address of the Generator maintained by the tax collector for the City or if no such address is available, to the Generator at the address of the Residential or Commercial property or to the party responsible for paying for the collection services, depending upon available information.

(e) Penalty Amounts for Types of Violations

The penalty levels are as follows:

- (1) For a first violation, the amount of the base penalty shall be \$100 per violation.
- (2) For a second violation, the amount of the base penalty shall be \$200 per violation.
- (3) For a third or subsequent violation, the amount of the base penalty shall be \$500 per violation.

(f) Factors Considered in Determining Penalty Amount

The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty amount range:

- (1) The nature, circumstances, and severity of the violation(s).
- (2) The violator's ability to pay.
- (3) The willfulness of the violator's misconduct.
- (4) Whether the violator took measures to avoid or mitigate violations of this Chapter.
- (5) Evidence of any economic benefit resulting from the violation(s).
- (6) The deterrent effect of the penalty on the violator.
- (7) Whether the violation(s) were due to conditions outside the control of the violator.

(g) Compliance Deadline Extension Considerations

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

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- (2) Delays in obtaining discretionary permits or other government agency approvals; or,
- (3) 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.

(h) Appeals Process

Any recipient of an administrative citation may contest that there was a violation of the code or that he or she is the responsible party by completing a request for hearing in accordance with Section 1-5.08 of this Municipal Code.

(i) Education Period for Non-Compliance

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The City or its Designee will conduct Inspections, Route Reviews, waste evaluations, and/or Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if 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 Chapter and a notice that compliance is required and that violations may be subject to administrative civil penalties.

(j) Civil Penalties for Non-Compliance

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

(Ord. No. 21-792 , § 3, 11-23-2021

Article 3. California Water Efficient Landscape

Sec. 6-2.301 Adoption of the California Model Water Efficient Landscape Ordinance.

The most recent version of the Model Water Efficient Landscape Ordinance contained in 23 California Code of Regulations Sections 490 through 495 inclusive is hereby adopted by reference in its entirety.

Sec. 6-2.302 Reporting to CalRecycle.

The building official or his or her designee shall report the number of landscape projects subject to the minimum application of Compost and mulch as set forth in Sections 492.6(a)(3)(B), (C), (D) and (G) of 23 CCR Division 2, Chapter 2.7 in compliance with 14 CCR Section 18994.2. Reports are due August 1 for the year prior.

(NEW ADD – NEEDS ORDINANCE #)

TITLE 6 SANITATION AND HEALTH

CHAPTER 2. WASTE MANAGEMENT

ARTICLE 1. GENERAL¹

Sec. 6-2.101. Definitions.

The following terms are defined for the purposes of this Chapter. Capitalized terms used herein but not defined shall have the meaning ascribed to them in the SB 1383 Regulations (14 California Code of Regulations § 17402 et seq). In the event of a conflict between a definition set forth in the SB 1383 Regulations and a definition set forth herein, the definition set forth in the SB 1383 Regulations shall control. ÷

(a) ~~(a) —~~ "AB 341" or "Recycling Act" ~~or "AB 341"~~ means the California Jobs and Recycling Act of 2011 (Chapter 476, Statutes of 2011, as amended from time-to-time.

(b) "Blue Container" has the same meaning as in 14 CCR Section 18982(a)(5) and shall be used for the purpose of storage and collection of Source Separated Recyclable Material and Source Separated Blue Container Organic Waste.

"CalRecycle" means the California Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Jurisdictions (and others). ~~(b) — "Waste Management Act" or "AB 939" means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), as amended from time to time.~~

~~(c) — "AB 1826" means Chapter 12.0 of Part 3 of Division 30 of the Public Resources Code (Sections 42649.8 through 42649.86), as it may be amended from time to time.~~

~~(d) — "Commercial" means from or pertaining to non-residential premises where business activity is conducted, including, but not limited to, retail sales, services, wholesale operations, manufacturing, and industrial operations, but excluding businesses conducted upon residential property, which are permitted under applicable zoning regulations and are not the primary use of the property. Commercial also includes Multiple Unit Dwellings with five (5) or more units.~~

(c) ~~(e) —~~ "digestion operations or other facility that recovers Source Separated Organic Waste accepts such material for processing and provides annual written notice thereof to the City.

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

(e) "City" means the City of California City, a municipal corporation acting through its City Council, and all the territory lying within the municipal boundaries of the City.

¹Editor's note(s)—Ord. No. 21-792, § 2, adopted November 23, 2021, added title Article 1 to Chapter 2 to read as set out herein.

~~(e)~~(f) "Collection Container" means a solid waste or recycling storage and collection receptacle provided by the City's Franchisee and approved by the City for the collection of Source Separated Solid Waste, Recyclable Material and/or Organic Waste. Containers include the various sizes of carts, bins, roll-off boxes, and compactors described in the Franchise Agreement.

(g) ~~(f)~~ —"Commercial Business" or "Commercial" means a firm, partnership, proprietorship, joint-stock company, corporation, or association, whether for-profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling, or as otherwise defined in 14 CCR Section 18982(a)(6). A Multi-Family Residential Dwelling is a Commercial Business for the purposes of this Chapter.

(h) "Commercial Edible Food Generator" includes a Tier One, or a Tier Two Commercial Edible Food Generator as defined in Sections 6-2.101(bbbb) and 6-2.101(cccc) of this Section or as otherwise defined in 14 CCR Section 18982(a)(73) and (a)(74). For the purposes of this Chapter, Food Recovery Organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR Section 18982(a)(7).

(i) "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).

(j) "Compliance Review" means a review of records by the City to determine compliance with this Chapter.

(k) "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.

(l) "Compostable Plastics" means food-service and food-packaging plastic materials or plastic bags used for collecting organics material that are accepted at Kern County facilities and that are placed in the Green Container and transported to a compostable material handling operations or facilities, in-vessel digestion operations or other facility provided the organic waste processing facility accepts the material and has provided written notification annually to the City stating that the facility can process and recover that material for composability, as defined in 14 CCR Section 18984.1(a)(1)(A) for three-container systems, and 18984.2(a)(1)(C) for two container systems.

(m) "Container Contamination" or "Contaminated Container" means a container, regardless of color, that contains Prohibited Container Contaminants, or as otherwise defined in 14 CCR Section 18982(a)(55).

(n) "C&D" means construction and demolition debris.

(o) "Delegee" means an entity that City contracts with or otherwise arranges to carry out any of City's responsibilities of this ordinance as authorized in 14 CCR Section 18981.2. A Delegee may be a government entity, the Franchisee, a private entity, or a combination of those entities.

(p) "Edible Food" means food intended for human consumption, or as otherwise defined in 14 CCR Section 18982(a)(18). For the purposes of this Chapter or as otherwise defined in 14 CCR Section 18982(a)(18), "Edible Food" is not Organic Waste or Solid Waste if it is recovered and not discarded. Nothing in this Chapter 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.

~~(f)~~(g) "Electronic Waste" or "E-Waste" means discarded electronic equipment, including, but not limited to, televisions, computer monitors, central processing units (CPUs), laptop computers, computer peripherals (including external hard drives, keyboards, scanners, and mice), printers, copiers, facsimile

machines, radios, stereos, stereo speakers, VCRs, DVDs, camcorders, microwaves, telephones, cellular telephones, and other electronic devices. Some E-Waste may be Hazardous Waste and require special handling, processing, or disposal.

- (r) "Enforcement Action" means an action of the City to address non-compliance with this Chapter including, but not limited to, issuing administrative citations, fines, penalties, or using other remedies.
- (s) "Food Distributor" means a company that distributes food to entities including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR Section 18982(a)(22).
- (t) "Food Facility" has the same meaning as in Section 113789 of the Health and Safety Code.
- (u) "Food Recovery" means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR Section 18982(a)(24).
- (v) "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 or as otherwise defined in 14 CCR Section 18982(a)(25), including, but not limited to:
 - (1) A food bank as defined in Section 113783 of the Health and Safety Code;
 - (2) A nonprofit charitable organization as defined in Section 113841 of the Health and Safety code; and,
 - (3) 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 Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).

- (w) "Food Recovery Service" means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery Organization or other entities for Food Recovery, or as otherwise defined in 14 CCR Section 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this Chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section 18982(a)(7).
- (x) "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, or as otherwise defined in 14 CCR Section 18982(a)(27).
- (y) "Food Soiled Paper" means 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, and pizza boxes provided the approved compostable material handling operations or facilities, in-vessel digestion operations or other facility that recovers Source Separated Organic Waste accepts such material for processing and provides annual written notice thereof to the City.
- (z) "Food Waste" means food scraps and trimmings and other putrescible waste that readily decomposes and results from food production, preparation, storage, consumption, or handling. ~~(g)~~ Food Waste includes but is not limited to meat, fish and dairy waste, fruit and vegetable waste, grain waste, and may include Food Soiled Paper and Compostable Plastics meeting the definitions provided herein.
- ~~(g)~~(aa) "Franchise Agreement" means the ~~solid waste and recycling franchise agreement~~ Solid Waste Franchise Agreement for Waste Hauling Services granted by the City to a provider of ~~solid waste and recycling~~ Refuse, Recyclable Material and Organic Waste collection services within the City.

- ~~(h)(bb)~~ ~~(h)~~ —“Franchisee” means the party to which the City has granted a Franchise Agreement.
- ~~(cc)~~ “Gray/Black 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/Black Container Waste.
- ~~(dd)~~ “Gray/Black Container Waste” means Solid Waste that is collected in a Gray and/or Black Container that is part of a three-container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray/Black Container as specified in 14 CCR Sections 18984.1(a) and (b), as defined in 14 CCR Section 17402(a)(6.5).
- ~~(ee)~~ “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 Organic Waste.
- ~~(ff)~~ “Green Waste” means tree trimmings, grass cuttings, dead plants, leaves, branches, and similar materials generated through landscaping activities other than construction activities.
- ~~(i)~~ —“Generator” means any person that generates, produces, or discards solid waste and recyclable materials.
- ~~(gg)~~ ~~(i)~~ —“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, or as otherwise defined in 14 CCR Section 18982(a)(30).
- ~~(hh)~~ “Hauler Route” means the designated itinerary or sequence of stops for each segment of the collection service area, or as otherwise defined in 14 CCR Section 18982(a)(31.5).
- ~~(i)(ii)~~ “Hazardous Waste” means waste materials determined by CalRecycle, the Department of Toxic Substances Control, the State Water Resources Control Board, or the Air Resources Board to be:
- (1) ~~(i)~~ —Of a nature that they must be listed as hazardous in State statutes and regulations;
 - (2) ~~(ii)~~ —Toxic/ignitable/corrosive/reactive; or
 - (3) ~~(iii)~~ —Carcinogenic/mutagenic/teratogenic.
- ~~(ij)~~ ~~(k)~~ —“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); or, as otherwise defined in 14 CCR Section 18982(a)(33).
- ~~(k)(kk)~~ “Household Hazardous Waste” means those hazardous waste materials generated at and discarded from ~~residential~~Residential premises.
- ~~(l)(ll)~~ ~~(l)~~ —“Infectious Waste” means biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities, and other similar establishments identified in Health and Safety Code Section 25117.5 as may be amended from time-to-time.
- ~~(mm)~~ “Inspection” means a site visit where a City representative such as an Enforcement Officer, or a Delegee 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 Chapter or as otherwise defined in 14 CCR Section 18982(a)(35). Inspections may be conducted as part of a Route Review or other contamination monitoring mechanism.

(nn) "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. If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition in 14 CCR Section 18982(a)(38) shall apply to this Chapter.

(oo) "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 Chapter 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 Chapter 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. If the definition in 14 CCR Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section 18982(a)(39) shall apply to this Chapter.

(pp) "Liquid Waste" means watered or dewatered sewage or sludge.

~~(m)(qq)~~ (m) — "Litter" means garbage, ~~refuse~~Refuse, rubbish, and other ~~solid waste material~~ Solid Waste, Recyclable Material or Organic Waste, if thrown, distributed by the elements, or deposited as hereinafter prohibited tends to create a blight or danger to the public health, safety, and welfare.

~~(rr)~~ (n) — "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, or as otherwise defined in 14 CCR Section 18982(a)(40).

~~(n)(a)~~ — "Liquid Waste" means watered or dewatered sewage or sludge.

~~(e)(ss)~~ (e) — "Medical Waste" means waste capable of producing an infection or pertaining to or characterized by the presence of pathogens, including without limitation, certain wastes generated by medical practitioners, hospitals, nursing homes, medical testing labs, mortuaries, taxidermists, veterinarians, veterinary hospitals and medical testing labs, and waste which includes animal wastes or parts from slaughterhouses or rendering facilities.

~~(p)(tt)~~ (p) — "Multiple-Unit Dwelling" means any building in the City, other than a Single-Unit Dwelling, lawfully occupied for human shelter.

(uu) ~~(q)~~ — "Multi-Family Residential Dwelling" or "Multi-Family" means ~~any Multiple-Unit Dwelling~~ residential premises with five (5) or more dwelling units ~~and/or refers. Multi-Family does not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.~~

~~(q)(vv)~~ (v) — "Non-Compostable Paper" includes ~~but is not limited to programs serving paper that is coated in a plastic material that will not breakdown in the people living in such properties composting process, or~~ as otherwise defined in 14 CCR Section 18982(a)(41).

(ww) ~~(r)~~ — "Organic Waste" shall have ~~"Non-Local Entity" means the same definition following entities that are not subject to the City's enforcement authority, or as is described~~ otherwise defined in 14 CCR Section 18982(a)(42):

1. Special district(s) located within the boundaries of the City.

2. Federal facilities, including military installations, located within the boundaries of the Jurisdiction.
3. Prison(s) located within the boundaries of the City.
4. Facilities operated by the State park system located within the boundaries of the City.
5. ~~Public Resources Code § 42649.8~~ 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.

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

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

~~(+)~~(zz) "Organic Waste" means waste 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, untreated lumber, untreated wood, Paper Products, Printing and Writing Papers, manure, biosolids, digestate, and sludges. A listing of materials considered as Organic Waste shall be provided by the Franchisee and may be ~~amended~~ revised from time to time. by agreement of the City.

(aaa) "Organic Waste Generator" means a person or entity that is responsible for the initial creation of Organic Waste, including those entities that serve food or beverages on its premises for immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(48).

(bbb) "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).

(ccc) "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).

(ddd) "Prohibited Container Contaminants" means the following: ~~(s)~~

1. Discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Material for the City's Blue Container collection program;
2. Discarded materials placed in the Green Container that are not identified as acceptable Source Separated Organic Waste for the City's Green Container collection program;
3. Discarded materials placed in the Gray/Black Container that are acceptable Source Separated Recyclable Material and/or Source Separated Organic Waste to be placed in City's Blue Container and/or Green Container collection program; and

4. Any material prohibited to be placed in any container pursuant to Section 6-2.104 and Section 6-2.204(e).

~~(s)(eee)~~ "Public Place" means streets, sidewalks, boulevards, alleys, or other public ways, public parks, squares, spaces, grounds, and buildings, and the portions of private premises held open to the public.

~~(t) "Recyclable Materials" means newspaper, cardboard, mixed color paper, white paper, junk mail, magazines, telephone books, paper bags, cereal and food boxes, egg cartons, plastic bottles, and containers labeled #1-7, plastic milk containers, plastic bags, detergent containers, clear, brown, and green food and beverage container glass, cans of aluminum, steel, tin, food cans, empty aerosol cans, pie tins, or other materials having economic value contained within a load of recyclable materials.~~

~~(fff) (u) "Public Receptacles" means containers that are for usage in Public Places for the collection of Source Separated Solid Waste, Recyclable Material and/or Organic Waste.~~

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

~~(hhh) "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).~~

~~(iii) "Recyclable Material" means material that can be sorted, cleansed, and reconstituted using available recycling collection programs for the purpose of using the altered form in the manufacture of a new product. "Recycling" does not include burning, incinerating, converting, or otherwise thermally destroying solid waste. A listing of materials considered as Recyclable Material shall be provided by the Franchisee and may be revised from time to time by agreement of the City.~~

~~(iji) "Recycled-Content Paper" means Paper Products and Printing and Writing Paper that consists of at least 30 percent, by fiber weight, postconsumer fiber, or as otherwise defined in 14 CCR Section 18982(a)(61).~~

~~(kkk) "Refuse" means all putrescible and nonputrescible solid and semisolid wastes, generated in or upon, related to the occupancy of, remaining in or emanating from a Premises, including garbage, rubbish, trash, refuse, ashes, industrial wastes, vegetable or animal solid or semisolid wastes, and other solid and semisolid wastes. Refuse does not include Recyclable Material, Organic Waste, Construction and Demolition Debris, Bulky Waste, or Excluded Waste.~~

~~(+)(III) "Residential" shall mean of, from, or pertaining to a Single-Unit Dwelling premises or Multi-Unit Dwelling premises including ~~Single-Family~~single-family homes, apartments, condominiums, townhouse complexes, mobile home parks, and cooperative apartments with (4) or less dwelling units. For the purposes of this Chapter, the definition of Residential does not include Multi-Family Residential Dwellings.~~

~~(mmm) (v) "Restaurant" means an establishment primarily engaged in the retail sale of food and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR Section 18982(a)(64). For the purposes of Edible Food Recovery, Restaurant shall mean 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.~~

~~(nnn) "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, or as otherwise defined in 14 CCR Section 18982(a)(65).~~

(ooo) "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.

(ppp) "SB 1383 Regulations" means the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted on November 3, 2020 that added Chapter 12 to Division 7 of Title 14 of the California Code of Regulations (CCR) and amended CCR Title 14, Division 7, Chapters 3, 3.1, 3.2, 5, 9 and 12, commencing with Section 17402, and CCR Title 27, Division 2, Chapters 2, 3, and 4, commencing with Section 20164.

(qqq) "Self-Hauler" means a person who hauls Refuse, Recyclable Material and/or Organic Waste he or she has generated to another person. Self-hauler also includes a person who back-hauls waste, or as otherwise defined in 14 CCR Section 18982(a)(66). Back-haul means generating and transporting Solid Waste to a destination owned and operated by the generator using the generator's own employees and equipment, or as otherwise defined in 14 CCR Section 18982(a)(66)(A).

(v)(rrr) "Sharps" means any needles, syringes and lancets used for application, removal, or testing needed for medication, fluid sampling, or any other application.

(w)(sss) (w) "Single-Unit Dwelling" means a dwelling designed for or occupied exclusively for human shelter by one (1) family.

(ttt) (x) "Solid Waste" means has the same meaning as defined in State Public Resources Code Section 40191, which defines Solid Waste as all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, paper, rubbish, and other materials and substances ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded or rejected as being spent, useless, worthless, or in excess to the Generator thereof at the time of such discard or rejection and which are normally home and industrial appliances, dewatered, treated, or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semi-solid wastes, and other discarded by or collected from residential premises, commercial premises and institutional establishments, which are acceptable at Class III landfills under applicable law, and which are originally discarded by the first Generator thereof and have not been previously processed. Solid wastesolid and semisolid wastes, with the exception that Solid Waste does not include electronic waste, hazardous waste, medical waste, infectious waste, liquid wasteany of the following wastes: Electronic Waste, Hazardous Waste, Medical Waste, Infectious Waste, Liquid Waste, construction and demolition debris, Excluded Waste, or universal waste.Universal Waste. Solid wasteWaste includes only those materials which were originally discarded by the first Solid Waste Generator thereof, prior to any processing at any premises within the City. Organic waste is a type of solid waste unless context requires

Notwithstanding any provision to the contrary, Solid Waste may include de minimis volumes or concentrations of waste of a type and amount normally found in Residential Solid Waste after implementation of programs for the safe Collection, Recycling, treatment, and disposal of household hazardous waste in compliance with Section 41500 and 41802 of the California Public Resources Code as may be amended from time to time (also known as HHW). Solid Waste includes salvageable materials only when such materials are included for collection in a Solid Waste Collection Container, not Source Separated from Solid Waste at the site of generation.

(uuu) "Solid Waste Generator" means a person or entity that is responsible for the initial creation of Solid Waste.

(vvv) "Source Separating" or "Source Separated" means the process of removing or separating Recyclable Material or Organic Waste from Solid Waste at the place of generation, prior to collection, and placing them into separate containers that are separately designated for such materials for the purpose of recycling, composting, processing or reuse.

~~(*)~~(www) "Source Separated Blue Container Organic Waste" means Organic Waste that can be placed in a Blue Container that is limited to the collection of those Source Separated Organic Wastes and Non-Organic Recyclables as identified by the Franchisee and defined in Section 18982(a)(43), or as otherwise defined by Section 17402(a)(18.7).

(xxx) ~~(y)~~ "Source Separated Organic Waste" means Organic Waste that has been Source Separated that are accepted in the Green Container. 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, Recyclable Material, carpets, Non-Compostable Paper, and textiles.

(yyy) "Source Separated Recyclable Material" means Source Separated Non-Organic Recyclable and Source Separated Blue Container Organic Waste that are accepted in the Blue Container that have been Source Separated by the Solid Waste Generator.

(zzz) "State" means State of California.

(aaaa) "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, or as otherwise defined in 14 CCR Section 18982(a)(71).

(bbbb) "Tier One Commercial Edible Food Generator" or "Tier One" means a Commercial Edible Food Generator that is one of the following:

Supermarket with gross annual sales greater than or equal to \$2 million

Grocery Store with a total facility size equal to or greater than or equal to 10,000 square feet.

Food Service Provider.

Food Distributor.

Wholesale Food Vendor.

(cccc) "Tier Two Commercial Edible Food Generator" or "Tier Two" 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.

~~(d)~~(ddd) "Universal Waste" or "U-Waste" means all wastes as defined by Title 22, Subsections 66273.1 through 66273.9 of the California Code of Regulations, including, but are not limited to, batteries, fluorescent light bulbs, mercury switches, and E-Waste.

(eee) "Waste Management Act" or "AB 939" means the California Integrated Waste Management Act of 1989 (Division 30 of the California Public Resources Code), as amended from time-to-time.

(fff) "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, or as otherwise defined in 14 CCR Section 189852(a)(76).

(Ord. No. 21-792 , § 3, 11-23-2021)(Ord. No. 12-713, § 2, 11-6-2012 ; Ord. No. 17-756, § 1.A, 11-28-2017)

Sec. 6-2.102. Accumulation of Waste.

- (a) ~~(a)~~ — No person shall throw or deposit ~~waste~~Solid Waste in or upon a ~~public place~~Public Place except in ~~public receptacles~~Public Receptacles, in ~~containers for collection~~Collection Containers, or at a permitted transfer ~~stations~~station or ~~landfills~~landfill.
- (b) ~~(b)~~ — Persons placing ~~litter~~Litter in ~~public receptacles~~Public Receptacles or in ~~containers~~Collection Containers shall do so in such a manner as to prevent it from being carried or deposited by the elements upon a ~~public place~~Public Place that result in it becoming Litter.
- (c) ~~(c)~~ — Every person in possession, charge, or control of any property shall keep such property free and clean of any accumulation of ~~solid waste~~Solid Waste.
- (d) ~~(d)~~ — Except as otherwise provided in this Chapter, no person shall deposit, keep or accumulate or permit or cause to be deposited or to remain on property, any ~~solid waste~~Solid Waste.
- (e) ~~(e)~~ — No person shall place, deposit, or dump ~~solid waste~~Solid Waste or cause ~~solid waste~~Solid Waste to be placed, deposited, or dumped upon private property.
- (f) ~~(f)~~ — No person shall sweep into or deposit in a ~~public place~~Public Place, the accumulation of ~~solid waste~~Solid Waste from a building or lot or public or private sidewalk or driveway. Persons owning or occupying property shall keep the sidewalks in front of their premises ~~or business~~ free of ~~waste~~Solid Waste.
- (g) ~~(g)~~ — If a person within the City has not complied with an order of the ~~Code~~-Enforcement Officer to remove accumulation of ~~solid waste~~Solid Waste deemed dangerous to the public health to delay its removal, the ~~Code~~ Enforcement Officer may enter the premises and remove the offensive accumulation. The person responsible for such accumulation shall be liable to the City for the costs of collection, in addition to other penalties.

(Ord. No. 12-713, § 2, 11-6-2012)

Sec. 6-2.103. Burying and Burning Prohibited.

The placement or burial of ~~solid waste (excluding organic waste)~~Solid Waste upon private property or a ~~public place~~Public Place or burning of ~~solid waste~~Solid Waste within the City is prohibited and is a misdemeanor.

(Ord. No. 12-713, § 2, 11-6-2012 ; Ord. No. 17-756, § 1.B, 11-28-2017)

Sec. 6-2.104. Materials Prohibited From Containers.

The placement of ~~electronic, universal, household hazardous, infectious, liquid~~Electronic Waste, Universal Waste, Household Hazardous Waste, Infectious Waste, Liquid Waste, or ~~medical waste~~Medical Waste, material, fluids, equipment, retainers, or medical ~~sharps~~Sharps in a ~~residential~~Collection Container or ~~commercial container~~Public Receptacle covered by this Chapter is prohibited and is a misdemeanor.

~~(Ord. No. 12-713, § 2, 11-6-2012)~~~~(Ord. No. 12-713, § 2, 11-6-2012)~~

Sec. 6-2.105. Storage.

- (a) ~~(a)~~ — No person shall store ~~solid waste~~Solid Waste in any boxes, bags, or barrels of any type within a ~~public place~~Public Place or between any front lot line and the main building on a ~~residential~~Residential or ~~commercial lot~~Commercial property, or within that portion of the street side of a corner lot equal to the depth of the required street side yard.
- ~~(b)~~ — This Section shall not preclude:
- (b) ~~(1)~~ — The storage of ~~solid waste~~Solid Waste in a ~~container~~Collection Container of a ~~commercial establishment~~Commercial Business, in front of a main building if such ~~bin or container~~Collection Container is within a solid wall enclosure lawfully erected and maintained in such a manner to allow access to the ~~bin or container~~Collection Container for collection of waste by the ~~franchisee~~Franchisee.
- (c) ~~(2)~~ — The storage of ~~solid waste~~Solid Waste from renovations of ~~residential~~Residential or ~~commercial buildings~~Commercial Business or major landscaping work in temporary ~~use covered containers~~Collection Containers and such ~~container~~Collection Container may be placed in view from a ~~public place~~Public Place if such placement is for the convenience of the collection by the ~~franchisee~~Franchisee and is not in violation of any other ~~municipal~~Municipal Code, and any such temporary use shall be limited to the reasonable time needed to complete such renovations or work not to exceed six months.
- (d) ~~(3)~~ — The storage of ~~solid waste~~Solid Waste in a ~~covered container~~Collection Container for collection and removal by the ~~franchisee~~Franchisee.
- (e) ~~(4)~~ — A person, whose waste is collected or removed by the ~~franchisee~~Franchisee, from placing or maintaining a ~~container~~Collection Container in the manner set forth in this ~~chapter~~Chapter within the ~~public place~~Public Place in front of the premises from which such ~~solid waste~~ emanated; provided, however, no such ~~container~~Collection Container shall be placed within any ~~public place~~Public Place earlier than 6:00 a.m. on the day preceding the day for the collection of waste, nor be allowed to remain within the ~~public place~~Public Place later than 6:00 a.m. on the day following such collection.

~~(Ord. No. 12-713, § 2, 11-6-2012)~~~~(Ord. No. 12-713, § 2, 11-6-2012)~~

Sec. 6-2.106. Receptacles: Containers.

Every person in possession, charge, or control of ~~residential~~a Residential or ~~commercial premises~~Commercial property shall utilize ~~containers~~Collection Containers of adequate size and collected at an adequate frequency to contain the amount of ~~solid waste and recyclable materials~~Solid Waste ordinarily accumulating at such place during the intervals between collections. ~~Notwithstanding the foregoing, multifamily residential dwellings that consist of fewer than five (5) units are not required to collect organic waste, unless required to do so by AB 1826 or other applicable law. Such receptacle shall be provided by the franchisee and approved by the City. The~~ ~~containers~~The Collection Containers shall be filled no more than level full and shall have the lids of such portable receptacles kept closed ~~and locked~~, except when depositing waste, to prevent the loss of any waste material.

(Ord. No. 12-713, § 2, 11-6-2012); Ord. No. 17-756, § 1.C, 11-28-2017)

Sec. 6-2.107. Receptacles: Placement for Collection.

- (a) ~~(a)~~ ~~Solid Waste and Recyclable Materials containers~~ Collection Containers shall be placed, as required by the ~~franchisee~~ Franchisee, within five (5) feet of the ~~public place~~ Public Place on collection days and shall be readily accessible for collection.
- (b) ~~(b)~~ Notwithstanding the provisions of this Chapter, persons storing ~~solid waste and/or recyclable materials~~ Solid Waste in ~~containers~~ Collection Containers may request the ~~franchisee~~ Franchisee to enter upon their ~~residential~~ premises to collect such ~~containers~~ Collection Containers.
- (c) ~~(c)~~ Solid Waste ~~and Recyclable Materials~~ shall be enclosed in ~~containers~~ Collection Containers in such a manner so that no portion of the enclosed material shall be blown by the wind, leak, or spill out during the period of storage, prior to, or during its collection.

(Ord. No. 12-713, § 2, 11-6-2012)

Sec. 6-2.108. Collection: Franchise.

- (a) ~~(a)~~ The City may grant an exclusive ~~franchise agreement~~ Franchise Agreement for ~~solid waste and recyclable materials~~ the collection service, transportation, and proper disposal or processing for recovery of Solid Waste and the operation of other programs required by the Recycling Act within all or any portion of the City. The City may grant an exclusive ~~franchise agreement~~ Franchise Agreement upon a determination that the public health, safety and well-being are thereby served and in order to comply with the requirements of the Recycling Act ~~and the~~ Waste Management Act ~~and SB 1383 Regulations~~. The ~~franchise agreement~~ Franchise Agreement shall be granted by resolution pursuant to the process set forth in this ~~division~~ Chapter.
- ~~(b) Under no circumstances shall a person be permitted to be the franchisee for a period exceeding fifteen (15) years without the award of a subsequent franchise agreement being the subject of a competitive request for proposals process to ensure that such party continues to provide the best overall value to the City, its residents, and businesses. The request for proposals shall be distributed to no less than five companies providing solid waste collection services under municipal franchises in the greater southern California area. The request for proposals process shall consider numerous factors affecting the value of services including, but not necessarily limited to: the experience and/or reputation of the provider, the quality or level of service provided, the recycling services offered, and the cost of the service. There is no obligation placed on the City to select the lowest priced provider of services identified through such process if such provider does not represent the best value.~~
- ~~(c)~~ (b) ~~(c)~~ The City may regulate, by ordinance or resolution and through the ~~franchise agreement~~ Franchise Agreement, all aspects of ~~waste~~ Solid Waste collection ~~and recycling service~~, including, but not limited to, frequency of collection, means of collection and transportation, level of services, charges, fees, and nature, location, and extent of providing such services.
- ~~(d)~~ (c) ~~(d)~~ When a ~~franchise agreement~~ Franchise Agreement for the collection of ~~solid waste~~ Solid Waste is in effect, no person, other than employees of the ~~franchisee~~ Franchisee, may collect, haul or transport waste ~~or recyclable materials~~ within the City, except as set forth in Section 6-2.109 below.
- ~~(e)~~ (d) ~~(e)~~ Any grantee of a ~~franchise agreement~~ Franchise Agreement shall pay to the City a Franchise Fee and a Contract Administration Fee, the amounts of each shall be set forth in the Franchise Agreement approved by ~~the City~~ Council. ~~The City~~ Council shall have the right to adjust the amount or

calculation of the fees from time-to-time at any point during the term of the Franchise Agreement, subject to the procedures for adjustment described in the Franchise Agreement.

~~(f)(e)~~ ~~(f)~~ — No person shall interfere with the collection or disposal of ~~solid waste~~, by ~~a person authorized by license, franchise, or contract~~ Franchisee to collect and dispose of same.

~~(g)(f)~~ ~~(g)~~ — No person other than the Franchisee, or an agent or employee thereof, shall tamper or meddle with, or remove items from, a ~~container or receptacle~~ Collection Container or Public Receptables placed for collection by ~~the City or the franchisee~~ Franchisee.

~~(h)(g)~~ ~~(h)~~ — It shall be unlawful for any person to solicit, accept, engage, or otherwise utilize ~~solid waste collection, transportation and/or~~ handling service of Solid Waste for paid consideration by a person not authorized to provide such service.

~~(i)(h)~~ ~~(i)~~ — No person other than the Franchisee shall offer to handle ~~solid waste~~ Solid Waste or handle ~~solid~~ waste on behalf of another in exchange for compensation in any form or amount.

~~(Ord. No. 12-713, § 2, 11-6-2012) (Ord. No. 12-713, § 2, 11-6-2012)~~

Sec. 6-2.109. Collection: Limitations.

The exclusive right of any Franchisee to collect ~~waste and recyclable materials~~ Solid Waste is subject to the following exclusions:

- (a) ~~(a)~~ — *Self-Haul*. Solid ~~waste or recyclable material~~ Waste may be removed and personally transported from a premises by the owner or occupant for the purpose of lawfully delivering ~~same~~ to a solid waste facility authorized and permitted to receive and handle ~~solid waste~~ Solid Waste and recover Recyclable Material and/or recyclable materials Organic Waste. Owners or occupants may delegate the responsibility of delivering such materials to a solid waste facility to a third party if it is done on a voluntary basis and no compensation is tendered in exchange for the service or rental of containers and in accordance with Section 6-2.206 and 6-2.212(b) of this Chapter.
- (b) ~~(b)~~ — *Gardeners and Landscapers*. A gardener or landscaper may collect, transport, and dispose of ~~yard wastes~~ Green Waste generated as an incidental part of providing gardening, landscape maintenance service, provided the gardener or landscaper shall not be a hauling service or solid waste enterprise, and shall not separately or additionally charge for the incidental service of removing, transporting, or disposing of the ~~yard waste~~ Green Waste, and shall use only employees and equipment to collect, transport, and dispose of same.
- (c) ~~(c)~~ — *Contractors and Remodelers*. A construction contractor, holding a contractor's license issued by the State of California, may collect, transport, and dispose of inert materials or demolition waste from remodeling or construction jobs generated as an incidental part of providing such remodeling or construction services, if the construction contractor is not a hauling service or solid waste enterprise, does not separately or additionally charge for the incidental service of removing, transporting, or disposing of the inert materials or demolition waste, and use only employees and equipment to collect, transport, and dispose of same.
- (d) ~~(d)~~ — *Other*. Additional limitations and exclusions as may be set forth in the Franchise Agreement.

(Ord. No. 12-713, § 2, 11-6-2012)

Sec. 6-2.110. Collection: Service Required to Occupied Premises.

- (a) ~~(a)~~ — Every person who owns, and every person who occupies, developed and occupied real property shall receive and pay for ~~solid waste and recyclable materials~~Solid Waste collection with the ~~franchisee~~Franchisee, unless otherwise subject to a waiver under this Section or Section 6-2.212, at rates not to exceed those approved by the ~~City~~Council. ~~However, only those properties subject to AB 1826, as it may be amended from time to time, must receive and pay for organic waste collection.~~
- (b) ~~(b)~~ — Every person requiring collection service shall apply for such service and the City shall be held harmless for loss occasioned by entry upon the property for collection service.
- (c) ~~(c)~~ — Owners of ~~multi-family and commercial premises~~Commercial properties shall comply with mandatory recycling requirements of the Recycling Act and SB 1383. The City Manager or designee may permit exemptions from the requirements on the basis: (i) the subject ~~property~~Property does not generate ~~recyclable materials~~Recyclable Material or Organic Waste; (ii) the subject ~~property~~Property does not have adequate space to accommodate a ~~container~~Collection Container for ~~recyclable materials~~Recyclable Material or Organic Waste; or (iii) the ~~property~~Property owner can demonstrate that they recycle their waste material through other methods acceptable under State law.
- (d) ~~(d)~~ — Failure to comply with this ~~section~~Chapter may be subject to administrative citations of \$25.00 for each day, of non-compliance.

(Ord. No. 12-713, § 2, 11-6-2012 ; Ord. No. 17-756, § 1.D, 11-28-2017)

Sec. 6-2.111. Collection: Frequency.

The ~~franchisee~~Franchisee shall collect ~~solid waste and recyclable materials~~Solid Waste located at or resulting from the lawful use of occupied property. Collection days shall be Monday through Friday of each week and collection hours shall be from 6:00 a.m. until 6:00 p.m., unless otherwise determined by the Council, whereupon notice in writing specifying the days of collection shall be given by the City to all persons within the City of whom the service is rendered. ~~Solid waste containers~~Collection Containers shall not be placed for service or be serviced by the ~~franchisee~~Franchisee less frequently than once each seven (7) days for Refuse and Organic Waste and fourteen (14) days for Recyclable Material.

The City Manager or designee may authorize the collection of ~~waste~~Solid Waste at times or from places otherwise prohibited by this ~~chapter~~Chapter if such collection is necessary for the protection of the property or health of the general public.

~~(Ord. No. 12-713, § 2, 11-6-2012)~~

(Ord. No. 12-713, § 2, 11-6-2012)

Sec. 6-2.112. Collection: Rates.

- (a) ~~(a)~~ — The maximum rates for the collection of ~~solid waste and recyclable materials~~Solid Waste within the City charged by the ~~franchisee~~Franchisee shall be approved by the Council in the Franchise Agreement.
- (b) ~~(b)~~ — The rates established by the Council shall apply to the collection, at the regular intervals set forth in this Chapter, normally resulting from the lawful use of ~~residential~~Residential and ~~business~~Commercial premises.

-
- (c) ~~(c)~~ — The owner of each property receiving ~~waste and recyclable materials~~ collection service shall be ultimately liable for payment of rates charged by the ~~franchisee~~Franchisee.
- (d) ~~(d)~~ — The ~~franchisee~~Franchisee shall not charge any rate, service fee, penalty, or request any other payment from a ~~customer~~Solid Waste Generator in the City that has not been authorized in the Franchise Agreement.

(Ord. No. 12-713, § 2, 11-6-2012)

Sec. 6-2.113. Collection: Complaints and Adjustments.

The City Manager or designee shall resolve complaints between the person receiving service and the ~~franchisee~~Franchisee, and the aggrieved party may appeal in accordance with Title 1, Chapter 4.

~~(Ord. No. 12-713, § 2, 11-6-2012)~~

~~**Sec. 6-2.114. Scavenging.**~~

~~It shall be a misdemeanor for any person to remove any solid waste or recyclable materials from a container placed for collection by the franchisee, other than the franchisee or account holder responsible for the subject container.~~

~~(Ord. No. 12-713, § 2, 11-6-2012)~~

~~**Sec. 6-2.115. Enforcement.**~~

~~The Code Enforcement Officer shall enforce this Chapter.~~

(Ord. No. 12-713, § 2, 11-6-2012)

Sec. 6-2.114. Scavenging.

It shall be a misdemeanor for any person to remove any Solid Waste from a Collection Container placed for collection by the Franchisee, other than the Franchisee or account holder responsible for the subject Collection Container.

(Ord. No. 12-713, § 2, 11-6-2012)

ARTICLE 2. MANDATORY ORGANIC WASTE DISPOSAL REDUCTION

Sec. 6-2.201. ~~Definitions.~~

~~The following definitions shall be utilized for purposes of implementation of this Article 2. Capitalized terms used herein but not defined shall have the meaning ascribed to them in the SB 1383 Regulations. In the event of a conflict between a definition set forth in the SB 1383 Regulations and a definition set forth herein, the definition set forth in the SB 1383 Regulations shall control. In the event of a conflict between the definitions set forth in Article 1 of Chapter 2 (Waste Management) and the definition set forth herein, the definition set forth herein shall control.~~

- ~~(a) "Authorized Collector" means a private contractor authorized to provide collection services on behalf of the City through permit, contract, exclusive franchise agreement, or otherwise.~~
- ~~(b) "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.~~
- ~~(c) "CalRecycle" means the California Department of Resources Recycling and Recovery, which is the Department designated with responsibility for developing, implementing, and enforcing SB 1383 Regulations on Jurisdictions (and others). digestion operations or other facility that recovers source separated Organic Waste accepts such material for processing and provides annual written notice thereof to the City.~~
- ~~(d) "Commercial Business" means a firm, partnership, proprietorship, joint stock company, corporation, or association, whether for profit or nonprofit, strip mall, industrial facility, or a multifamily residential dwelling with five or more units.~~
- ~~(e) "Compostable Plastics" means food service and food packaging plastic materials or plastic bags used for collecting organics material that are placed in the Green Container and transported to a compostable material handling operations or facilities, in vessel digestion operations or other facility provided the organic waste processing facility accepts the material and has provided written notification annually to the City stating that the facility can process and recover that material for composability, as defined in 14 CCR Section 18984.1(a)(1)(A) for three container systems, and 18984.2(a)(1)(C) for two container systems.~~
- ~~(f) "Commercial Edible Food Generator" or "Edible Food Generator" means a person or entity that is responsible for the initial creation of Edible Food and includes Tier One and Tier Two Commercial Edible Food Generator as more specifically defined herein.~~
- ~~(g) "Compostable Food Soiled Paper" means compostable Paper Products that are mixed in with Food Waste including but not limited to, compostable paper plates, napkins and pizza boxes, provided the approved compostable material handling operations or facilities, in vessel digestion operations or other facility that recovers source separated Organic Waste accepts such material for processing and provides annual written notice thereof to the City.~~
- ~~(h) "Food Waste" means food scraps and trimmings and other putrescible waste that readily decomposes and results from food production, preparation, storage, consumption, or handling. Food Waste includes but is not limited to meat, fish and dairy waste, fruit and vegetable waste, grain waste, and~~

may include Compostable Food Soiled Paper and Compostable Plastics meeting the definitions provided herein.

~~(z)(a) (i) "Gray/Black 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/Black Container Waste.~~

~~(aa)(a) (j) "Gray/Black Container Waste" means Solid Waste that is collected in a Gray and/or Black Container that is part of a three container Organic Waste collection service that prohibits the placement of Organic Waste in the Gray/Black Container as specified in 14 CCR Sections 18984.1(a) and (b), as defined in 14 CCR Section 17402(a)(6.5).~~

~~(k) "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.~~

~~(bb)(a) (l) "Green Waste" means tree trimmings, grass cuttings, dead plants, leaves, branches, and similar materials generated through landscaping activities other than construction activities.~~

~~(m) "'Multi-family Residential Dwelling" or "Multi-Family" means residential premises with 5 or more dwelling units. Multi-family does not include hotels, motels, or other transient occupancy facilities, which are considered Commercial Businesses.~~

~~(n) "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, untreated lumber, untreated wood, paper products, printing and writing paper, manure, biosolids, digestate, and sludges.~~

~~(o) "Organic Waste Generator" means a person or entity that is responsible for the initial creation of Organic Waste, including those entities that serve food or beverages on its premises for immediate consumption.~~

~~(p) "Prohibited Container Contaminants" means the following: (i) discarded materials placed in the Blue Container that are not identified as acceptable Source Separated Recyclable Materials for the City's Blue Container; (ii) discarded materials placed in the Green Container that are not identified as acceptable Source Separated Green Container Organic Waste for the City's Green Container; (iii) discarded materials placed in the Gray/Black Container that are acceptable Source Separated Recyclable Materials and/or Source Separate Green Container Organic Wastes to be placed in Cities Green Container and/or Blue Container; and (iv) any material prohibited to be placed in any container pursuant to Section 6-2.104 or any other section of this Municipal Code.~~

~~(q) "Recyclable Material" means materials source-separated by the generator for the purpose of sorting, processing and being returned to the economic mainstream for use the altered form for manufacture of new, reused or reconstituted products through available processes and markets. A listing of materials considered as Recyclable Material shall be provided by the Authorized Collector and may be revised from time to time by agreement of the City and the Authorized Collector.~~

~~(r) "Residential" means properties utilized for full-time human habitation, including single-family properties and multi-family properties with four (4) or less dwelling units.~~

~~(s) "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.~~

~~(t) "SB 1383 Regulations" means the Short-Lived Climate Pollutants: Organic Waste Reduction regulations developed by CalRecycle and adopted on November 3, 2020 that added Chapter 12 to Division 7 of Title 14 of the California Code of Regulations (CCR) and amended CCR Title 14, Division 7, Chapters 3, 3.1, 3.2, 5, 9 and 12, commencing with section 17402, and CCR Title 27, Division 2, Chapters 2, 3, and 4, commencing with section 20164.~~

~~(u) "Solid Waste" means and includes all discarded putrescible and non-putrescible solid, semisolid, and liquid wastes, including garbage, trash, refuse, rubbish, Construction and Demolition Debris, and any other discarded solid, semisolid, and liquid waste permitted to be disposed of at a Class III landfill and which are included within the definition of "Nonhazardous Solid Waste" set forth in 27 CCR Section 20220(a).~~

~~In addition, for purposes of this Ordinance, Solid Waste does not include source-separated Recyclable Material, source-separated Organic Waste, construction and demolition debris, manure and/or salvageable materials if such materials have been source-separated by the generator for the purpose of recycling, composting, processing or reuse.~~

~~(v) "Solid Waste Generator" means a person or entity that is responsible for the initial creation of Solid Waste.~~

~~(w) "Source separating" or "source separated" means the process of removing or separating Recyclable Materials or Organic Waste from Solid Waste at the place of generation, prior to collection, and placing them into separate containers that are separately designated for such materials for the purpose of recycling, composting, processing or reuse.~~

~~(x) "Source Separated Green Container Organic Waste (or SSGCOW) 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 Recyclable Material, carpets, paper products, printing and writing paper, and textiles. SSGCOW is a subset of Organic Waste.~~

~~(y) "Tier One Commercial Food Generator" shall have the meaning set forth in 14 CCR Sections 189852(a)(73).~~

~~(z) "Tier Two Commercial Food Generator" shall have the meaning set forth in 14 CCR Sections 189852(a)(74).~~

~~(Ord. No. 21-792, § 3, 11-23-2021)~~

Sec. 6-2.202. Authorization.

The City Manager, or their designee, is hereby authorized to make any determinations, or undertake or arrange for any programs or activities required to implement and enforce the SB 1383 Regulations. The SB 1383 Regulations are hereby incorporated into this ~~Article~~Chapter in their entirety as if fully set forth herein.

~~(Ord. No. 21-792, § 3, 11-23-2021)~~~~(Ord. No. 21-792, § 3, 11-23-2021)~~

Sec. 6-2.203~~202~~. City Manager Non-delegable~~Delegable~~ Authority and Responsibilities.

In undertaking his or her obligations herein, the City Manager, or his or her designee, shall have sole authority and responsibility to perform the following non-delegable determinations, programs or activities, but in so doing may utilize City personnel:

- ~~(a) (a)~~ Granting waivers from certain AB 341 and/or SB 1383 Regulations to an~~Organica Solid~~ Waste Generator, and preparation and maintenance of records regarding such waivers and exemptions as set forth in 14 CCR Section 18984.11 and Section 6-2.212 of this Chapter.
- ~~(b) Conducting inspections and investigations in accordance with Section 18995.1 of Organic Waste Generators for compliance with applicable SB 1383 Regulations and the Municipal Code, and preparation and maintenance of records regarding such activities.~~

- ~~(c)(b)~~ ~~(c)~~ ~~Conducting inspections~~Conducting Inspections and investigations of complaints in accordance with Section 18995.3 of alleged violations of Chapter 12 of the SB 1383 Regulations, and preparation and maintenance of records regarding such activities.
- ~~(d)(c)~~ ~~(d)~~ Applying for waivers or exemptions from certain SB 1383 Regulations granted by CalRecycle and maintaining records regarding such waivers and exemptions as set forth in 14 CCR Section 18984.12.
- ~~(e)(d)~~ ~~(e)~~ Applying for waivers from SB 1383 requirements granted by CalRecycle in the event of emergencies or disasters and maintaining records regarding such waivers and exemptions as set forth in 14 CCR Section 18984.13.
- ~~(f)(e)~~ ~~(f)~~ Regulating Commercial Edible Food Generators, Food Recovery Organizations and Food Recovery Services for their compliance with applicable SB 1383 Regulations.
- ~~(g)(f)~~ ~~(g)~~ Regulating Organic Waste ~~generators~~Generators for their compliance with applicable SB 1383 Regulations.
- ~~(h)(g)~~ ~~(h)~~ Initiating, inspecting, and prosecuting ~~enforcement actions~~Enforcement Actions against ~~Authorized Collectors~~Franchisee, Food Recovery Organizations, Food Recovery Services and Organic Waste Generators for violation of this ~~ordinance~~Chapter, including the determination and assessment of penalties as set forth in 14 CCR Sections 18995.1, 18995.4, 18997.1 and 18997.2.
- ~~(i)(h)~~ ~~(i)~~ Receipt and investigation of written complaints of alleged violations of Chapter 12 of Title 14 as set forth in 14 CCR Section 18995.3.
- ~~(j)(i)~~ ~~(j)~~ Undertaking Organic Waste capacity planning, as set forth in 14 CCR Section 18992.1, and Edible Food Recovery capacity planning, as set forth in 14 CCR Section 18992.2.
- ~~(k)(j)~~ ~~(k)~~ Maintaining and submitting records and reports required by the SB 1383 Regulations.

~~(Ord. No. 21-792 , § 3, 11-23-2021)~~(Ord. No. 21-792 , § 3, 11-23-2021)

Sec. 6-2.~~204~~203. Delegable Responsibilities.

Except for those determinates, programs, or activities that are non-delegable as set forth under Section 6-2.~~203~~202, in undertaking his or her obligations under Section 6-2.~~202~~201, the City Manager, or his or her designee, may undertake programs or activities implementing applicable provisions of the SB 1383 Regulations, and in so doing may utilize City personnel, or may make arrangements for these delegable programs or activities as set forth in the SB 1383 Regulations with ~~an Authorized Collector~~a Franchisee, Food Recovery Organization, Food Recovery Service, other private or non-profit entities, or through agreements with other jurisdictions.

(Ord. No. 21-792 , § 3, 11-23-2021)

Sec. 6-2.~~205~~-204. Solid Waste Generator Requirements.

- (a) ~~(a)~~ Owners of Residential or Commercial properties and other persons utilizing such properties that are Solid Waste Generators must:
- (1) ~~(1)~~ Subscribe and pay for collection service for all Solid Waste, ~~Recyclable Material and Organic Waste~~, unless a waiver has been granted by the City, or the Solid Waste Generator self-hauls such materials; ~~and~~.

- (2) ~~(2)~~ — Participate in ~~the city's Organic Waste~~ collection service by placing designated materials in designated containers as described in Section 6-2.205~~(b)204(e)~~ and shall not place Prohibited Container Contaminants in ~~collection containers~~Collection Containers.

~~(b) (b)~~ — All Residential and Commercial properties, unless otherwise authorized to self-haul in accordance with Section 6-2.109(a) and 6-2.206 of this Municipal Code, shall be automatically enrolled in the City's three-container collection service with a Gray/Black, Blue and/or Green Container for Source Separated Refuse, Source Separated Recyclable Material, and Source Separated Organic Waste. The City shall have the authority to change the minimum required service levels at any given time. The Generator's Source Separated Recyclable Material service level and Source Separated Organic Waste service level must be sufficient for the amount of Source Separated Recyclable Material and Source Separated Organic Waste. Generators may additionally manage their Organic Waste by preventing or reducing their Organic Waste, managing Organic Waste on site, and/or using a Community Composting site pursuant to 14 CCR Section 18984.9(c).

~~(c)~~ Owners of Residential and Commercial properties and other persons utilizing such properties that are Solid Waste Generators are responsible to adjust their level of service to ensure compliance with this Chapter and are responsible for failure to subscribe and pay for such service, or to undertake other allowable methods of diversion. Self-hauling may be undertaken in accordance with Section 6-2.109(a) and 6-2.206 of this Municipal Code and 14 CCR 18988.3.

~~(b)(d)~~ (d) The City reserves the right to make the final determination as to the type, number, and size of containers to be provided to ~~the residence of~~ all Residential and Commercial ~~Business properties~~ to ensure adequate service and proper separation of materials and containment of materials for expected collection volumes.

~~(c) — Owners of Residential or Commercial properties and other persons utilizing such properties that are Solid Waste Generators are responsible to adjust their level of service to ensure compliance with this Article and are responsible for failure to subscribe and pay for such service, or to undertake other allowable methods of diversion. Self-hauling may be undertaken in accordance with Section 6-2.109(a) of the California City Municipal Code and 14 CCR 18988.3.~~

~~Organic Waste Generators shall comply with the applicable requirements of the City Code relating to collection and recovery of organic waste or the applicable SB 1383 Regulations and failure to comply may result in an enforcement action as set forth in Section 6-2.209 of this Municipal Code.~~

(e) ~~(d)~~ — The City has implemented a standard organic waste collection ~~services~~service using three-~~containers~~ Collection Containers in accordance with Chapter 12, Article 3 of the SB 1383 Regulations.

- (1) ~~(1)~~ — The Gray/Black Container is provided solely for the placement and collection of non-organic ~~Solid Waste~~Refuse. No Organic Waste or Recyclable Material ~~is~~are permitted in the Gray/Black Container.
- (2) ~~(2)~~ — The Blue Container is provided solely for the placement and collection of Recyclable Material. No Source Separated ~~Green Container~~ Organic Waste or non-Recyclable Material ~~is~~are permitted in the Blue Container.
- (3) ~~(3)~~ — The Green Container is provided solely for the placement and collection of Source Separated ~~Green Container~~ Organic Waste. No Recyclable Material or non-organic ~~Solid Waste~~ ~~is~~Refuse are permitted in the Green Container.

- (f) It shall be unlawful and a violation of this ~~Article~~Chapter to place Prohibited Container Contaminants in a collection container, and may subject the Generator to a contamination processing fee or Enforcement Action as set forth in Section 6-2.~~209~~213 of this Municipal Code.

(g) Organic Waste Generators shall comply with this Chapter relating to collection and recovery of Organic Waste or the applicable SB 1383 Regulations and failure to comply may result in an Enforcement Action as set forth in Section 6-2.213 of this Municipal Code.

(Ord. No. 21-792 , § 3, 11-23-2021)

Sec. 6-2.~~206~~205. Commercial ~~Business~~Generator Requirements.

~~(a) Commercial Businesses shall subscribe to and comply with organic waste collection services or self-haul in accordance with the California City Municipal Code Section 6-2.109(a) and in compliance with 14 CCR Sections 18984.9(a) and 18984.10(a).~~

~~(b)(a)~~ (b) — Excluding Multi-Family Residential ~~dwellings~~Dwellings, a Commercial ~~Business that generates OrganicSolid~~ Waste Generator shall provide containers for the collection of Source Separated ~~OrganicSolid~~ Waste generated by that ~~businessproperty~~ in all indoor and outdoor areas, except for restrooms, where the Commercial Business provides disposal containers for customers and shall comply with the requirements of 14 CCR Section 18984.9(b). If a Commercial Business does not generate, or has a waiver pertaining to, any of the materials that would be collected in one type of container, then the business does not have to provide that particular type of container in all areas where containers are provided for customers.

(b) ~~(e)~~ — Excluding Multi-Family Residential Dwellings, a Commercial Solid Waste Generator shall provide containers for the collection of Source Separated Solid Waste according to the following:

- (1) A body or lid that conforms with the container colors provided through the collection service provided by the City or its Franchisee, 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 ~~this article~~the subsection prior to the end of the useful life of those containers, or prior to January 1, 2036, whichever comes first, ~~as set forth in 14 CCR 18984.9(d).~~

- (2) (d) — 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 labeling requirements are required on new containers commencing January 1, 2022.

- (c) A Commercial ~~Businesses~~Organic Waste Generator shall at least annually provide information to employees, contractors, tenants, and customers about Organic Waste recovery requirements and about proper sorting of Organic Waste, and for new tenants within fourteen (14) days of occupation of premises.

(d) ~~(e)~~ — Excluding Multi-Family Residential Dwellings, a Commercial ~~Businesses~~Generator shall, to the extent practical through education, training, inspection, and/or other measures, prohibit employees from placing materials in a container not designated for those materials per the Blue Container, Green Container, and Gray Container collection service or, if self-hauling, per the Commercial Businesses' instructions to support its compliance with its self-haul program.

(e) Excluding Multi-Family Residential Dwellings, a Commercial Generator shall periodically inspect Blue Containers, Green Containers, 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).

(d)(f) A Commercial Generator shall provide or arrange for access to their ~~properties~~property for Inspections or Compliance Reviews conducted by CalRecycle or the City or its Delegee pursuant to Article 14 of the SB 1383 Regulations, provided, however, that nothing is intended to permit an inspector to enter the interior of a private residential property, as set forth in 14 CCR Section 18984.10(c).

(e)(g) (f) A Commercial ~~Business~~Generator may apply for a waiver of some or all of the Organic Waste requirements of the applicable SB 1383 Regulations to the City, in accordance with procedures established by the City as set forth in 14 CCR 18984.11- and Section 6-2.212 of this Municipal Code. Any waiver may be granted and issued only by the City in writing. Nothing in the foregoing shall exempt a Commercial Business from compliance with Section 42649.81 of the Public Resources Code.

(Ord. No. 21-792 , § 3, 11-23-2021)Sec.

Sec. ~~6-2.207. Commercial Edible Food Generator~~ 6-2.206. Self-Hauler Requirements.

(a) Commercial Edible Food Generators shall comply with the following in accordance with 14 CCR Sections 18991.3 and 18991.4:

(a) (1) Self-Haulers shall Source Separate all Refuse, Recyclable Material and/or Organic Waste generated on-site 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 Material to a facility that processes or otherwise recovers those materials; and haul their Source Separated Organic Waste to a solid waste facility, operation, activity, or property that processes or otherwise recovers 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 Self-Haulers) shall apply for an alternative service waiver in accordance with Section 6-2.212.

(d) Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall keep a record of the amount of Recyclable Material or Organic Waste delivered to each solid waste facility, operation, activity, or property that processes or otherwise recovers such material; 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 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 Recyclable Material or Organic Waste.

(e) Self-Haulers that are Commercial Businesses (including Multi-Family Self-Haulers) shall provide information collected in this Chapter to the City, if requested.

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- (f) A Residential Self-Hauler is not required to record or report information referenced in this Chapter or apply for a waiver.

6-2.207. Haulers and Facility Operator Requirements.

(a) Requirements for the Franchisee.

- (1) The Franchisee shall provide Residential, Commercial, and/or industrial collection services to Organic Waste Generators within the City's boundaries and 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:
- i. Through written notice to the City annually identify the facilities to which they will transport waste including facilities for Source Separated Solid Waste, Source Separated Recyclable Materials, Source Separated Organic Waste, and/or Mixed Waste, if applicable.
 - ii. Transport Source Separated Recyclable Material, Source Separated Organic Waste, and Mixed Waste (if applicable) to a facility, operation, activity, or property that recovers Organic Waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.
 - iii. Obtain approval from the City to haul Organic Waste, unless it is transporting Source Separated Organic Waste to a Community Composting site.
- (2) Franchisee 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, or other agreement entered into with the City.

(b) Requirements for Facility Operators and Community Composting Operations.

- (1) 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 City 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.
- (2) Community Composting operators, upon City 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, if applicable. Entities contacted by the City shall respond within 60 days.

(NEW ADD – NEEDS ORDINANCE #)

Sec. 6-2.208. Construction and Demolition Recycling Requirements.

- (a) Persons applying for a permit from the City for new construction and building additions and alterations 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. If the requirements of CALGreen are more stringent than the requirements of this Section, the CalGreen requirements shall apply.

- (b) Project applicants shall refer to Article 6, Chapter 10 of this Municipal Code for complete CALGreen requirements.
- (c) Commercial properties shall provide readily accessible areas that serve occupants of all buildings on the site and are identified for the storage and collection of Source Separated Recyclable Material and Source Separated Organic Waste, or comply with provision of adequate space for Commercial premises.
- (d) 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 Source Separated Recyclable Material and Source Separated Organic Waste, consistent with the three-container collection program, or shall comply with provision of adequate space for Recyclable Material and/or Organic Waste for Commercial premises.
- (e) Projects covered under this section and Article 6, Chapter 10 must comply with CALGreen requirements and applicable law related to management of C&D, including diversion of Organic Waste in C&D from disposal, and comply with Article 6, Chapter 10 of this 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.

(NEW ADD – NEEDS ORDINANCE #)

Sec. 6-2.209. Requirements for Commercial Edible Food Generators.

- (a) Tier One Commercial Edible Food Generators shall comply with the requirements of ~~the SB 1383 Regulations commencing January 1, 2022~~ this Chapter pursuant to 14 CCR Section 18991.3.
- ~~(2) Tier Two Commercial Edible Food Generators shall comply with the requirements of the SB 1383 Regulations commencing January 1, 2024.~~
- ~~(c)(b)~~ ~~(3) A Large Venue or Large Event operator that does operators not provide providing food services, but allows allowing for food to be provided by others, shall require food facilities-Food Facilities operating at the Large Venue or Large Event to comply with the requirements of the SB 1383 Regulations- this Chapter.~~
- (c) ~~(b) A Commercial Edible Food Generator shall~~ 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.
 - ~~(1)(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:

- i. 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).
- ii. A copy of all contracts or written agreements established under 14 CCR Section 18991.3(b).
- iii. A record of the following information for each of those Food Recovery Services or Food Recovery Organizations:
- iv. The name, address and contact information of the Food Recovery Service or Food Recovery Organization.
- v. The types of food that will be collected by or self-hauled to the Food Recovery Service or Food Recovery Organization.
- vi. The established frequency that food will be collected or self-hauled.
- vii. 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.

(d) Nothing in this Chapter 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).

(Ord. No. 21-792 , § 3, 11-23-2021)

Sec. 6-2.208-210. Requirements for Food Recovery Services and Organizations.

- (a) ~~A Food Recovery Organization~~Services collecting or Food Recovery Service that has established a contract or written agreement to collect or receive ~~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 in the SB 1383 Regulations, 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 transports Edible Food to for Food Recovery.
- (b) 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):

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- (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 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 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).
 - (d) Food Recovery Capacity Planning
 - (1) 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.

(Ord. No. 21-792 , § 3, 11-23-2021)

Sec. 6-2.

~~Sec. 6-2-209~~ **211. Inspections and Investigations.**

- (a) City representatives and/or its designated entity, including Delegees that 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 Section by Organic Waste Generators, Commercial Businesses, property owners, Commercial Edible Food Generators, haulers, Self-Haulers, Food Recovery Services, and Food Recovery Organizations, subject to applicable laws.
- (b) Regulated entities 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/Delegee 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 Chapter described herein. Failure to provide or arrange for: (i) access to an entity's premises; or (ii) access to records for any Inspection or investigation is a violation of this Chapter and may result in penalties described.
- (c) Any records obtained by a City during its Inspections, 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.
- (d) City representatives, its designated entity, and/or Delegee are authorized to conduct any Inspections or other investigations as reasonably necessary to further the goals of this Chapter, subject to applicable laws.

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- (e) 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.

(NEW ADD – NEEDS ORDINANCE #)

Sec. 6-2.212 Waivers.

- (a) A Commercial Solid Waste Generator or property owner may request a waiver for Recyclable Material and/or Organic Waste collection service by completing a waiver request application for the following reasons:
- (b) Alternative Service Waiver. A Commercial Solid Waste Generator or property owner may request an alternative service waiver specifying the services that they are requesting a waiver from if the Generator uses, at no cost, a third-party vendor, self-hauls, backhauls or utilizes an onsite recycling and/or composting facility for the processing or otherwise recovery of all Recyclable Material and/or Organic Waste in accordance with Section 6-2.206. Self-Haulers (including back-haulers) will submit a waiver to be reviewed by the City every twelve (12) months.
- (c) De Minimis Waiver. A Commercial Solid Waste Generator or property owner may request a de minimis waiver specifying the services that they are requesting a waiver from and provide documentation that either:
- (1) The Solid Waste Generator's total waste collection service is two cubic yards or more per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 20 gallons per week per applicable container of the business' total waste; or
 - (2) The Solid Waste Generator's total waste collection service is less than two cubic yards per week and Organic Waste subject to collection in a Blue Container or Green Container comprises less than 10 gallons per week per applicable container of the business' total waste.
 - (3) The Solid Waste Generator must notify the City if circumstances change that such Solid Waste Generator's Organic Waste exceeds threshold required for waiver, in which case waiver will be rescinded.
- (d) Physical Space Waiver. A Commercial Business or property owner may request a physical space waiver specifying the services that they are requesting a waiver from and provide the following
- (1) Provide documentation that the premises lacks adequate space for Blue Containers and/or Green Containers including documentation from its hauler, licensed architect, or licensed engineer.
- (e) Collection Frequency Waiver. A Commercial Business or property manager may arrange to have the collection of their Blue Container serviced once every fourteen days, rather than once per week. A waiver application is not required for a collection frequency waiver and may be automatically granted through a request with the Franchisee.

All Residential and Commercial Solid Waste Generators will be automatically enrolled in the City's three-container collection program with the Franchisee.

Commercial Solid Waste Generators must provide written verification of eligibility for a de minimis waiver and/or physical space waiver no less than every five years, if the City has approved such waiver.

Waivers will be reviewed and approved as needed by the Public Works Department and will not be reassigned to the City's Designee or Franchisee. Applicants may need to resubmit waivers periodically to verify ongoing program implementation. The City reserves the right to rescind approved waivers.

Sec. 6-2.213. Enforcement.

Failure to comply with the provisions of this Article may result in an enforcement action or penalty under the California City Municipal Code Sections 1-3.01 and 1-5.04, 14 CCR Section 18997.1, and 14 CCR Section 18997.2.

- (a) Violation of any provision of this Chapter may constitute grounds for issuance of a Notice of Violation and assessment of a fine by an Enforcement Officer. Enforcement actions under this Chapter 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 Chapter and any rule or regulation adopted pursuant to this Chapter, except as otherwise indicated in this Chapter.
- (b) Other remedies allowed by law may be used, including civil action or prosecution as misdemeanor or infraction. City may pursue civil actions in the California courts to seek recovery of unpaid administrative citations. 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.
- (c) Enforcement pursuant to this Chapter may be undertaken by the City Enforcement Officer, which may be the City Manager or their designated entity, legal counsel, or combination thereof.
- (d) Process for Enforcement
 - (1) Enforcement Officer and/or its Delegee will monitor compliance with the Chapter randomly and through Compliance Reviews and/or Route Reviews, investigation of complaints, and an Inspection program. Section 6-2.211 establishes the City's right to conduct Inspections and investigations.
 - (2) City may issue an official notification to notify regulated entities of its obligations under this Chapter.
 - (3) With the exception of violations of Generator contamination of container contents addressed in this Chapter, City may issue a Notice of Violation requiring compliance within 60 days of issuance of the notice.
 - (4) Absent compliance by the respondent within the deadline set forth in the Notice of Violation, City may commence an action to impose penalties, via an administrative citation and fine, pursuant to this Municipal Code.
 - (5) Notices shall be sent to Generator at the official address of the Generator maintained by the tax collector for the City or if no such address is available, to the Generator at the address of the Residential or Commercial property or to the party responsible for paying for the collection services, depending upon available information.
- (e) Penalty Amounts for Types of Violations

The penalty levels are as follows:

 - (1) For a first violation, the amount of the base penalty shall be \$100 per violation.
 - (2) For a second violation, the amount of the base penalty shall be \$200 per violation.
 - (3) For a third or subsequent violation, the amount of the base penalty shall be \$500 per violation.
- (f) Factors Considered in Determining Penalty Amount

The following factors shall be used to determine the amount of the penalty for each violation within the appropriate penalty amount range:

- (1) The nature, circumstances, and severity of the violation(s).
- (2) The violator's ability to pay.
- (3) The willfulness of the violator's misconduct.
- (4) Whether the violator took measures to avoid or mitigate violations of this Chapter.
- (5) Evidence of any economic benefit resulting from the violation(s).
- (6) The deterrent effect of the penalty on the violator.
- (7) Whether the violation(s) were due to conditions outside the control of the violator.

(g) Compliance Deadline Extension Considerations

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

- (1) Acts of God such as earthquakes, wildfires, flooding, and other emergencies or natural disasters;
- (2) Delays in obtaining discretionary permits or other government agency approvals; or,
- (3) 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.

(h) Appeals Process

Any recipient of an administrative citation may contest that there was a violation of the code or that he or she is the responsible party by completing a request for hearing in accordance with Section 1-5.08 of this Municipal Code.

(i) Education Period for Non-Compliance

The City or its Designee will conduct Inspections, Route Reviews, waste evaluations, and/or Compliance Reviews, depending upon the type of regulated entity, to determine compliance, and if 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 Chapter and a notice that compliance is required and that violations may be subject to administrative civil penalties.

(j) Civil Penalties for Non-Compliance

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

(Ord. No. 21-792 , § 3, 11-23-2021 }

Article 3. California Water Efficient Landscape

Sec. 6-2.301 Adoption of the California Model Water Efficient Landscape Ordinance.

The most recent version of the Model Water Efficient Landscape Ordinance contained in 23 California Code of Regulations Sections 490 through 495 inclusive is hereby adopted by reference in its entirety.

Sec. 6-2.302 Reporting to CalRecycle.

The building official or his or her designee shall report the number of landscape projects subject to the minimum application of Compost and mulch as set forth in Sections 492.6(a)(3)(B), (C), (D) and (G) of 23 CCR Division 2, Chapter 2.7 in compliance with 14 CCR Section 18994.2. Reports are due August 1 for the year prior.

(NEW ADD – NEEDS ORDINANCE #)

CHAPTER 10. CONSTRUCTION AND DEMOLITION RECYCLING

Sec. 6-10.101. General.

This chapter regulates recycling of debris from demolition and construction within the City. This chapter provides for inventory of recyclable materials and accounting for the recycling of such materials.

(Ord. No. 08-09-670, 1-6-2009)

Sec. 6-10.102 Definitions.

The following definitions apply for purposes of this chapter:

- (a) "Applicant" means any individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever who applies to the City for the applicable permits to undertake any construction, demolition, or renovation project within the City.
- (b) "California Green Building Standards Code" or "CALGreen" means the California Green Building Standards Code, California Code of Regulations, Title 24, Part 11, also known as the CALGreen Building Codes.
- (c) "Contractor" means any type under the laws of California, or who performs (whether as contractor, subcontractor or owner-builder) any construction, demolition, remodeling or landscaping service relating to buildings or accessory structures in the City.
- (d) "Construction" means building, landscaping, remodeling, addition, removal or destruction involving the use or disposal of Designated Recyclable and Reusable Materials as defined herein.
- (e) "Construction and Demolition Debris" or "C&D Debris" means:
 - (1) Discarded materials generally considered to be not water soluble and non hazardous in nature, including but not limited to steel, 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 or landscaping, and 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) Clean cardboard, paper, plastic, wood, and metal scraps from construction or landscape project.
 - (3) Non-construction and demolition debris wood scraps.
 - (4) Insignificant amounts of other non-hazardous wastes generated at construction or demolition projects, provided such amounts are consistent with best management practices of the industry.
 - (5) Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.
- (f) "Covered Projects" means all construction and demolition projects by non-City applicants and all City-sponsored demolition and renovation projects. Compliance with this chapter shall be included as a condition of approval on any construction or demolition permit issued for a covered project.

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- (g) "Deconstruction" means the process of systematically dismantling a structure, or a portion thereof, to maximize the potential to reclaim reusable C&D Debris and minimize the amount of C&D Debris that is disposed. Deconstruction includes adherence to the City's health and safety protocols for such activities.
- (h) "Demolition" means decimating, razing, ruining, tearing down or wrecking of any facility, structure, pavement, or building, whether in whole or in part, whether interior or exterior. Demolition refers to SIC Code 1795.
- (i) "Designated Recyclable and Reusable Materials" means:
- (1) Masonry building materials including products generally used in construction including, but not limited to asphalt, concrete, rock, stone and brick.
 - (2) Wood materials including any and dimensional lumber, fencing or construction wood that 'is not creosoted, preservative pressure treated, contaminated or painted.
 - (3) Vegetative materials including trees: tree parts, shrubs, stumps, logs, brush or any other type of plants that are cleared from a site for construction or other use.
 - (4) Metals including metal scrap such as, but not limited to, pipes, siding, window frames, door frames and fences.
 - (5) Roofing materials including wood shingles as well as asphalt, stone and slate based roofing material.
 - (6) Salvageable materials includes all salvageable materials and structures including, but not limited to wallboard, doors, windows, fixtures, toilets, sinks, bath tubs and appliances.
- (j) "Disposal" means the final disposition of C&D Debris to a landfill.
- (k) "Landfill" means a facility for Disposal of non-recoverable waste defined in CCR Title 27.
- (l) "Permit" means a Deconstruction or Demolition and/or Construction permit issued by the City's Building Department.
- (m) "Project" means a demolition or construction activity for which a city permit is required, and, in the case of associated activities such as a housing development consisting of numerous single-family homes, an apartment complex consisting of several detached buildings, or a commercial development consisting of several detached building, the "overall project" shall be defined as the entire development for purposes of determining exemption or non-exemption from the waste reduction requirements of this chapter.
- (n) "Recycling" means the process of collecting, delivering, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning 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.
- (o) "Reuse" means further or repeated use of C&D Debris.
- (p) "Universal Waste" or "U-Waste" means all wastes as defined by Title 22, Subsections 66273.1 through 66273.9 of the California Code of Regulations, including, but are not limited to, batteries, fluorescent light bulbs, mercury switches, and electronic waste.
- (q) "Waste Management Plan" means a document that outlines how a project will comply with local, state, and federal regulations for waste diversion.

(Ord. No. 08-09-670, 1-6-2009)

Sec. 6-10.103. Diversion Requirements.

Covered Projects shall be required to recycle, salvage for reuse and/or otherwise divert the minimum amount required by the most current California Green Building Standards Code of Regulations, Title 24. Applicants must comply with CALGreen requirements and any future changes to that Code.

C&D Debris generated from every demolition, remodeling and construction project shall be diverted from going to landfill by using recycling, reuse, and diversion programs according the following requirements:

- (a) Demolition: the current minimum CALGreen percentage of waste tonnage, including concrete and asphalt;
- (b) Reroofing of structures as a separate project: the current minimum CALGreen percentage of wood, slate or stone waste, asphalt, and shingles when the Building Department certifies that a reasonable recycling option for this material is available; and
- (c) Construction and remodeling: the current minimum CALGreen percentage of waste tonnage. Separate calculations and reports will be required for the demolition and for the construction portion of projects involving both demolition and construction.

The combined weight of new construction disposal that does not exceed two pounds per square foot of building area may be deemed to meet the current minimum CALGreen percentage requirement as approved by the enforcing agency. [CalGREEN 5.408.1.3]

(Ord. No. 08-09-670, 1-6-2009)

Sec. 6-10.104. Covered Projects.

The following projects shall comply with requirements for a Waste Management Plan and deposit:

- (a) Demolition of buildings five hundred (500) square feet or larger;
- (b) New construction projects for buildings larger than five hundred (500) square feet, and smaller buildings which are part of an overall project which totals five hundred (500) square feet or more;
- (c) Work requiring more than a permit for plumbing, electrical, or mechanical work;
- (d) Installation of pre-fabricated patio enclosures and covers if foundation or other structural building modifications are required:
 - (1) Installation of pre-fabricated accessories such as signs or antennas where structural building modifications are required.
 - (2) New roofs with significant removal of existing roofing materials (tear-off).

(Ord. No. 08-09-670, 1-6-2009)

Sec. 6-10.105 Exemption from Diversion Requirement.

- (a) *Application:* If an Applicant believes it is infeasible to comply with the diversion requirements of this chapter due to the circumstances delineated in this Section, the Applicant may apply for an exemption at the time the initial Waste Management Plan is submitted. Exemptions may be granted based on the following considerations:
 - (1) Lack of storage space onsite;
 - (2) Contamination by hazardous substances;
 - (3) Low recyclability of specific materials; and

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- (4) Seismic tie-down projects.
- (a) The Applicant shall indicate on the Waste Management Plan the maximum rate of diversion the applicant believes is feasible for each material and the specific circumstances that the applicant believes make it infeasible to comply with the Diversion Requirement.
- (b) *Determination by Compliance Official:* The Building Department or the City's authorized agent shall review the information supplied by the Applicant and may meet with the Applicant to discuss possible ways of meeting the Diversion Requirement. The Building Department shall determine whether the exemption will be granted, and may substitute an alternative lesser diversion requirement upon determination that it may reasonably be achieved by the Applicant using locally available diversion opportunities.

(Ord. No. 08-09-670, 1-6-2009)

Sec. 6-10.106. Waste Management Plan.

Every applicant shall submit a Waste Management Plan that:

Identifies the C&D Debris to be diverted from disposal by efficient usage, recycling, reuse on the project, or salvage for future use or sale.

Determines if C&D Debris will be sorted on-site (source-separated) or bulk mixed (single stream).

Identifies diversion facilities where C&D Debris collected will be taken.

Specifies that the amount of C&D Debris diverted shall be calculated by weight or volume, but not by both.

- (a) Every Applicant shall submit a properly completed initial Waste Management Plan, on a form as prescribed by the City, to the Building Department as a portion of the building or demolition permit process. The Plan will show how the applicant will satisfy the diversion requirement of Section 6-10.103 by diverting specific materials from disposal. The applicant will be encouraged to consult with the City's authorized agent in preparation of the Plan. Approval of the Plan as complete and adequate shall be a condition precedent to issuance of any building or demolition permit. The applicant shall submit an amended Waste Management Plan for review and approval prior to any deviation from the procedures set forth in the initial Plan.
- (b) The City Manager may designate the City's franchised solid waste hauler or another qualified entity as the City's authorized agent to review initial Waste Management Plans of permit applicants; to consult with permit Applicants on waste diversion options; and to review completed Waste Management Plans and accompanying documentation to certify to the Building Department whether the requirements of this chapter have been fulfilled by the Applicant. Any finding of the City's authorized agent may be appealed to the Building Department. In fulfilling this role, the City's authorized agent will not discriminate in any way against diversion services or alternatives that are available from other entities besides itself.
- (c) As a condition precedent to issuance of any permit for a building or a demolition permit that involves the production of solid waste destined to be delivered to a landfill, the applicant shall post a deposit in a form acceptable to the Building Department in the amount of \$0.35 per square foot of buildings to be built or demolished. The deposit shall be returned, without interest, in total or in proportion, upon proof to the satisfaction of the building official, that no less than the required percentages or proven proportion of those percentages of the tons of C&D Debris generated by the demolition or construction project have been diverted from landfills and have been recycled or reused. If a lesser percentage of tons or cubic yards than required is diverted, a proportionate share of the deposit will be returned. The deposit shall be forfeited entirely or to the extent there is a failure to comply with the requirements of this chapter.

(Ord. No. 08-09-670, 1-6-2009)

Sec. 6-10.107. Onsite Practices.

Applicants shall ensure, for the life of the Project, that all C&D Debris recovered or disposed are measured, recorded, and documented by weight or volume using the most accurate method of measurement available. To the extent practicable, all C&D Debris shall be weighed using only scales that are compliant with all regulatory requirements for accuracy and maintenance. For C&D Debris for which weighing is not possible due to lack of scales or not practical due to Deconstruction and/or Reuse methods or other considerations, a volumetric measurement may be used, or approximate weights may be applied to detailed inventories. Applicants shall keep all documentation of all Recovery and/or Disposal of all C&D Debris generated by the Project.

The City or its authorized agent will evaluate and monitor each project to gauge the percentage of materials recycled, salvaged and disposed from the project. The required diversion of a minimum of the required percentages of the C&D Debris will be measured separately with respect to the demolition segment and the construction segment of a project where both demolition and construction are involved.

(Ord. No. 08-09-670, 1-6-2009)

Sec. 6-10.108. Notice of Recycling Contractors.

The Building Department shall maintain a list of contractors which have stated they are available for deconstruction of structures and recovery of salvageable materials. Notice shall be given by the Department to each such contractor through procedures established by the Department of every demolition permit application that is subject to the provisions of this chapter. Every nonexempt demolition project shall be made available by the applicant for proposals and bids for deconstruction and salvage, including allowing inspection of the premises by qualified deconstruction contractors. Consideration of such proposals and bids shall not obligate the permit applicant to accept any proposal or bid. It shall be the responsibility of the owner, the general contractor, and all subcontractors to recover the maximum feasible amount of salvageable, designated recyclable and reusable materials prior to demolition. Recovered and salvaged, designated, recyclable and reusable materials from the deconstruction phase shall qualify to be counted in meeting the diversion requirements of this chapter. Recovered or salvaged materials may be given or sold on the premises, or may be removed to reuse warehouse facilities for storage or sale. Title to recyclable materials forwarded to the operator of recycling facilities or of a landfill will transfer to the service provider upon departure of materials from the site.

(Ord. No. 08-09-670, 1-6-2009)

Sec. 6-10.109. Reporting.

Within sixty (60) days following the completion of any demolition project or construction project, the contractor shall, as a condition precedent to final inspection and to issuance of any certificate of occupancy, submit documentation to the Building Department or the City's authorized agent which proves compliance with the requirements of this chapter. The documentation shall consist of a completed Waste Management Plan showing actual data of tonnage of materials recycled and diverted, supported by receipts and weight tags or other records of measurement from recycling companies, deconstruction contractors or landfill and disposal companies. A list of prohibited Universal Waste materials shall be included in the construction documents. Receipts and weight tags will be used to verify whether materials generated from the site have been or are to be recycled, reused, salvaged or otherwise disposed of. In the alternative, the permittee may submit a letter stating that no waste or recyclable materials were generated from the project, in which case this statement shall be subject to verification by the Building Department or the City's authorized agent. If a project involves both demolition and construction, the report and documentation for the demolition project must be submitted and approved by the Building Department or the City's authorized agent before issuance of a building permit for the construction project. Any deposit shall be forfeited if the permittee does not meet the reporting requirements of this section.

(Ord. No. 08-09-670, 1-6-2009)

Sec. 6-10.110. Violation of a Public Nuisance.

Each violation of this chapter is a public nuisance and will be subject to abatement as such. The costs of abatement of such nuisance shall be a lien upon the [property in violation.]

(Ord. No. 08-09-670, 1-6-2009)

CHAPTER 10. CONSTRUCTION AND DEMOLITION RECYCLING

Sec. 6-10.101. General.

This chapter regulates recycling of debris from demolition and construction within the City. This chapter provides for inventory of recyclable materials and accounting for the recycling of such materials.

(Ord. No. 08-09-670, 1-6-2009)

Sec. 6-10.102 Definitions.

The following definitions apply for purposes of this chapter:

(a) "Applicant" means any individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever who applies to the City for the applicable permits to undertake any construction, demolition, or renovation project within the City.

(b) "California Green Building Standards Code" or "CALGreen" means the California Green Building Standards Code, California Code of Regulations, Title 24, Part 11, also known as the CALGreen Building Codes.

~~(a)~~(c) "Contractor" means any type under the laws of California, or who performs (whether as contractor, subcontractor or owner-builder) any construction, demolition, remodeling or landscaping service relating to buildings or accessory structures in the City.

~~(b)~~(d) "Construction" means building, landscaping, remodeling, addition, removal or destruction involving the use or disposal of Designated Recyclable and Reusable Materials as defined herein.

~~(a) "Covered Projects" means all construction and demolition projects by non-City applicants and all City-sponsored demolition and renovation projects. Compliance with this chapter shall be included as a condition of approval on any construction or demolition permit issued for a covered project.~~

~~(c)~~(e) ~~"Demolition and Construction and Demolition Debris"~~ or ~~"C&D Debris"~~ means:

- (1) ~~(1)~~ Discarded materials generally considered to be not water soluble and non hazardous in nature, including but not limited to steel, 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 or landscaping, and 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) ~~(2)~~ Clean cardboard, paper, plastic, wood, and metal scraps from construction or landscape project.
- (3) ~~(3)~~ Non-construction and demolition debris wood scraps.
- (4) ~~(4)~~ Insignificant amounts of other non-hazardous wastes generated at construction or demolition projects, provided such amounts are consistent with best management practices of the industry.

(5) ~~(5)~~ —Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris.

~~(f)~~ "Covered Projects" means all construction and demolition projects by non-City applicants and all City-sponsored demolition and renovation projects. Compliance with this chapter shall be included as a condition of approval on any construction or demolition permit issued for a covered project.

~~(g)~~ "Deconstruction" means the process of systematically dismantling a structure, or a portion thereof, to maximize the potential to reclaim reusable C&D Debris and minimize the amount of C&D Debris that is disposed. Deconstruction includes adherence to the City's health and safety protocols for such activities.

~~(h)~~ "Demolition" means decimating, razing, ruining, tearing down or wrecking of any facility, structure, pavement, or building, whether in whole or in part, whether interior or exterior. Demolition refers to SIC Code 1795.

~~(e)(i)~~ "Designated Recyclable~~recyclable~~ and Reusable Materials~~reusable materials~~" means:

- (1) ~~(1)~~ —Masonry building materials including products generally used in construction including, but not limited to asphalt, concrete, rock, stone and brick.
- (2) ~~(2)~~ —Wood materials including any and dimensional lumber, fencing or construction wood that is not creosoted, preservative pressure treated, contaminated or painted.
- (3) ~~(3)~~ —Vegetative materials including trees: tree parts, shrubs, stumps, logs, brush or any other type of plants that are cleared from a site for construction or other use.
- (4) ~~(4)~~ —Metals including metal scrap such as, but not limited to, pipes, siding, window frames, door frames and fences.
- (5) ~~(5)~~ —Roofing materials including wood shingles as well as asphalt, stone and slate based roofing material.
- (6) ~~(6)~~ —Salvageable materials includes all salvageable materials and structures including, but not limited to wallboard, doors, windows, fixtures, toilets, sinks, bath tubs and appliances.

~~(j)~~ "Disposal" means the final disposition of C&D Debris to a landfill.

~~(k)~~ "Landfill" means a facility for Disposal of non-recoverable waste defined in CCR Title 27.

~~(l)~~ "Permit" means a Deconstruction or Demolition and/or Construction permit issued by the City's Building Department.

~~(m)~~ "Project" means a demolition or construction activity for which a city permit is required, and, in the case of associated activities such as a housing development consisting of numerous single-family homes, an apartment complex consisting of several detached buildings, or a commercial development consisting of several detached building, the "overall project" shall be defined as the entire development for purposes of determining exemption or non-exemption from the waste reduction requirements of this chapter.

~~(n)~~ "Recycling" means the process of collecting, delivering, sorting, cleansing, treating, and reconstituting materials that would otherwise become solid waste, and returning 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.

~~(e)(o)~~ "Reuse" means further or repeated use of C&D Debris.

~~(p)~~ "Universal Waste" or "U-Waste" means all wastes as defined by Title 22, Subsections 66273.1 through 66273.9 of the California Code of Regulations, including, but are not limited to, batteries, fluorescent light bulbs, mercury switches, and electronic waste.

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(q) “Waste Management Plan” means a document that outlines how a project will comply with local, state, and federal regulations for waste diversion.

(Ord. No. 08-09-670, 1-6-2009)

Sec. 6-10.103. Diversion Requirements.

Covered Projects shall be required to recycle, salvage for reuse and/or otherwise divert the minimum amount required by the most current California Green Building Standards Code of Regulations, Title 24, from a minimum of ~~65~~sixty five percent (65%) of the nonhazardous construction and demolition waste C&D Debris in accordance with CALGreen Section 5.408.1.1, 5.408.1.2 or 5.408.1.3; or meet the diversion requirements as laid out in this Section, whichever is more stringent. Applicants must comply with CALGreen requirements and any future changes to that Code.

At least the following specified percentages of the waste tonnage of ~~demolition and construction dC&D~~ Debris generated from every demolition, remodeling and construction project shall be diverted from going to landfill by using recycling, reuse, and diversion programs according the following requirements:

- (a) ~~(a)~~ — Demolition: the current minimum CALGreen percentage of 50% of waste tonnage, including concrete and asphalt, and 15% of waste tonnage excluding concrete and asphalt;
- (b) ~~(b)~~ — Reroofing of structures as a separate project: the current minimum CALGreen percentage 50% of wood, slate or stone waste, and 50% of asphalt, and shingles when the Building Department certifies that a reasonable recycling option for this material is available; and
- (c) ~~(c)~~ — Construction and remodeling: the current minimum CALGreen percentage of 6550% of waste tonnage. Separate calculations and reports will be required for the demolition and for the construction portion of projects involving both demolition and construction.

The combined weight of new construction disposal that does not exceed two pounds per square foot of building area may be deemed to meet the- current minimum CALGreen percentage 65% percent minimum requirement as approved by the enforcing agency. [CalGREEN 5.408.1.3]

(Ord. No. 08-09-670, 1-6-2009)

Sec. 6-10.104. Covered Projects.

The following projects shall comply with requirements for a Waste Management Plan and deposit:

- ~~(a)~~ ~~(a)~~ — Demolition of buildings five hundred (500) square feet or larger;
- ~~(a)~~
- ~~(b)~~ ~~(b)~~ — New construction projects for buildings larger than five hundred (500) square feet, and smaller buildings which are part of an overall project which totals five hundred (500) square feet or more;
- ~~(b)~~
- ~~(c)~~ ~~(c)~~ — Work requiring more than a permit for plumbing, electrical, or mechanical work;
- ~~(c)~~
- (d) ~~(d)~~ — Installation of pre-fabricated patio enclosures and covers if foundation or other structural building modifications are required:

(Supp. No. 10)

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- (1) ~~(1)~~ — Installation of pre-fabricated accessories such as signs or antennas where structural building modifications are required.
- (2) ~~(2)~~ — New roofs with significant removal of existing roofing materials (tear-off).

(Ord. No. 08-09-670, 1-6-2009)

Sec. 6-10.105 Exemption from Diversion Requirement.

- (a) ~~(a)~~ — *Application*: If an Applicant believes it is infeasible to comply with the diversion requirements of this chapter due to the circumstances delineated in this Section, the Applicant may apply for an exemption at the time the initial Waste Management Plan is submitted. Exemptions may be granted based on the following considerations:
 - (1) ~~(1)~~ — Lack of storage space onsite;
 - (2) ~~(2)~~ — Contamination by hazardous substances;
 - (3) ~~(3)~~ — Low recyclability of specific materials; and
 - (4) ~~(4)~~ — Seismic tie-down projects.
- (a) The Applicant shall indicate on the Waste Management Plan the maximum rate of diversion the applicant believes is feasible for each material and the specific circumstances that the applicant believes make it infeasible to comply with the Diversion Requirement.
- (b) ~~(b)~~ — *Determination by Compliance Official*: The Building Department or the City's authorized agent shall review the information supplied by the Applicant and may meet with the Applicant to discuss possible ways of meeting the Diversion Requirement. The Building Department shall determine whether the exemption will be granted, and may substitute an alternative lesser diversion requirement upon determination that it may reasonably be achieved by the Applicant using locally available diversion opportunities.

(Ord. No. 08-09-670, 1-6-2009)

Sec. 6-10.106. Waste Management Plan.

Every applicant shall submit a Waste Management Plan that:

Identifies the ~~construction and demolition waste materials~~C&D Debris to be diverted from disposal by efficient usage, recycling, reuse on the project, or salvage for future use or sale.

Determines if ~~construction and demolition waste materials~~C&D Debris will be sorted on-site (source-separated) or bulk mixed (single stream).

Identifies diversion facilities where ~~construction and demolition waste material~~C&D Debris collected will be taken.

Specifies that the amount of ~~construction and demolition waste materials~~C&D Debris diverted shall be calculated by weight or volume, but not by both.

- (a) Every ~~applicant~~Applicant shall submit a properly completed initial Waste Management Plan, on a form as prescribed by the City, to the Building Department as a portion of the building or demolition permit process. The Plan will show how the applicant will satisfy the diversion requirement of Section 6-10.103 by diverting specific materials from disposal. The applicant will be encouraged to consult with the City's authorized agent

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(Supp. No. 10)

in preparation of the Plan. Approval of the Plan as complete and adequate shall be a condition precedent to issuance of any building or demolition permit. The applicant shall submit an amended Waste Management Plan for review and approval prior to any deviation from the procedures set forth in the initial Plan.

- (b) The City Manager may designate the City's franchised solid waste hauler or another qualified entity as the City's authorized agent to review initial Waste Management Plans of permit applicants; to consult with permit ~~applicants~~ Applicants on waste diversion options; and to review completed Waste Management Plans and accompanying documentation to certify to the Building Department whether the requirements of this chapter have been fulfilled by the ~~applicant~~ Applicant. Any finding of the City's authorized agent may be appealed to the Building Department. In fulfilling this role, the City's authorized agent will not discriminate in any way against diversion services or alternatives that are available from other entities besides itself.
- (c) As a condition precedent to issuance of any permit for a building or a demolition permit that involves the production of solid waste destined to be delivered to a landfill, the applicant shall post a deposit in a form acceptable to the Building Department in the amount of \$0.35 per square foot of buildings to be built or demolished. The deposit shall be returned, without interest, in total or in proportion, upon proof to the satisfaction of the building official, that no less than the required percentages or proven proportion of those percentages of the tons of ~~debris~~ C&D Debris generated by the demolition or construction project have been diverted from landfills and have been recycled or reused. If a lesser percentage of tons or cubic yards than required is diverted, a proportionate share of the deposit will be returned. The deposit shall be forfeited entirely or to the extent there is a failure to comply with the requirements of this chapter.

(Ord. No. 08-09-670, 1-6-2009)

Sec. 6-10.107. Onsite Practices.

~~During the term of the demolition or construction project, the contractor shall recycle or divert the required percentages of materials, and keep records thereof in tonnage or in other measurements approved by the Building Department that can be converted to tonnage. Applicants shall ensure, for the life of the Project, that all C&D Debris recovered or disposed are measured, recorded, and documented by weight or volume using the most accurate method of measurement available. To the extent practicable, all C&D Debris shall be weighed using only scales that are compliant with all regulatory requirements for accuracy and maintenance. For C&D Debris for which weighing is not possible due to lack of scales or not practical due to Deconstruction and/or Reuse methods or other considerations, a volumetric measurement may be used, or approximate weights may be applied to detailed inventories. Applicants shall keep all documentation of all Recovery and/or Disposal of all C&D Debris generated by the Project.~~

The City or its authorized agent will evaluate and monitor each project to gauge the percentage of materials recycled, salvaged and disposed from the project. The required diversion of a minimum of the required percentages of the ~~demolition and construction debris~~ C&D Debris will be measured separately with respect to the demolition segment and the construction segment of a project where both demolition and construction are involved.

(Ord. No. 08-09-670, 1-6-2009)

Sec. 6-10.108. Notice of Recycling Contractors.

The Building Department shall maintain a list of contractors which have stated they are available for deconstruction of structures and recovery of salvageable materials. Notice shall be given by the Department to each such contractor through procedures established by the Department of every demolition permit application that is subject to the provisions of this chapter. Every nonexempt demolition project shall be made available by the applicant for proposals and bids for deconstruction and salvage, including allowing inspection of the premises by qualified deconstruction contractors. Consideration of such proposals and bids shall not obligate the permit

applicant to accept any proposal or bid. It shall be the responsibility of the owner, the general contractor, and all subcontractors to recover the maximum feasible amount of salvageable, designated recyclable and reusable materials prior to demolition. Recovered and salvaged, designated, recyclable and reusable materials from the deconstruction phase shall qualify to be counted in meeting the diversion requirements of this chapter. Recovered or salvaged materials may be given or sold on the premises, or may be removed to reuse warehouse facilities for storage or sale. Title to recyclable materials forwarded to the operator of recycling facilities or of a landfill will transfer to the service provider upon departure of materials from the site.

(Ord. No. 08-09-670, 1-6-2009)

Sec. 6-10.109. Reporting.

Within sixty (60) days following the completion of any demolition project or construction project, the contractor shall, as a condition precedent to final inspection and to issuance of any certificate of occupancy, submit documentation to the Building Department or the City's authorized agent which proves compliance with the requirements of this chapter. The documentation shall consist of a completed Waste Management Plan showing actual data of tonnage of materials recycled and diverted, supported by receipts and weight tags or other records of measurement from recycling companies, deconstruction contractors or landfill and disposal companies. A list of prohibited Universal Waste materials shall be included in the construction documents. Receipts and weight tags will be used to verify whether materials generated from the site have been or are to be recycled, reused, salvaged or otherwise disposed of. In the alternative, the permittee may submit a letter stating that no waste or recyclable materials were generated from the project, in which case this statement shall be subject to verification by the Building Department or the City's authorized agent. If a project involves both demolition and construction, the report and documentation for the demolition project must be submitted and approved by the Building Department or the City's authorized agent before issuance of a building permit for the construction project. Any deposit shall be forfeited if the permittee does not meet the reporting requirements of this section.

(Ord. No. 08-09-670, 1-6-2009)

Sec. 6-10.110. Violation of a Public Nuisance.

Each violation of this chapter is a public nuisance and will be subject to abatement as such. The costs of abatement of such nuisance shall be a lien upon the [property in violation.]

(Ord. No. 08-09-670, 1-6-2009)



ITEM NO. CC4

COUNCIL AGENDA ITEM

September 24, 2024

TO: Mayor and City Council

FROM: Joe Barragan, Public Works Director

SUBJECT: SB 1383 Recovered Organic Waste Product Procurement for 2024

BACKGROUND/ DISCUSSION:

Senate Bill 1383 (SB 1383), which was signed in 2016, was adopted with changes in 2020, and went into effect on January 1, 2022, requires all jurisdictions in California to purchase specific Recovered Organic Waste Products (ROWP) that are compliant with the legislation, such as compost, mulch, Renewable Natural Gas (RNG), and electricity from approved facilities. The intent is to develop a market for these products and to increase the demand for infrastructure that creates organic waste products. (Radford, Soulard - R3 Memo)

Additionally, SB 1383 requires jurisdictions to meet an annual procurement target, based on population, to purchase these recycled organic materials. The City's estimated population for 2021, according to the California Department of Finance, was 14,120. Based on this population, the annual procurement target set by the state for the City is 1,130 tons of recovered organic product. Although a mix of compliant products can be used to meet the annual procurement target, the target remains high and difficult to meet. Recognizing this difficulty, and due to the lack of organic waste processing infrastructure and market, Assembly Bill 1985 was approved, which creates a two-year phase-in period for jurisdictions to meet their procurement targets: 30% in 2023, 65% in 2024, and 100% in 2025. Based on the phase-in period, the City's adjusted procurement targets are 339 tons of organic waste (equivalent to mulch tons) for 2023, 735 tons for 2024, and 1,130 tons for 2025 and beyond. However, there is a reduction factor of .58 for procuring compost as the ROWP. This means the City's annual procurement target for compost would be 426 tons for 2024 and 655 tons for 2025 and every year after. (Radford, Soulard - R3 Memo)

R3, a subcontractor to ReCREATE (the City's consultant), did extensive research to find solutions for the City to comply with the ROWP part of SB1383. Their recommendation was to use the company Agromin, which is the cheapest of the compost broker options that administer DSP agreements. Agromin currently charges \$15/ton for compost broker services and \$8/ton for delivery. Delivery costs are only applied if compost is spread at non-ideal times for the farms. The total cost per ton with delivery is \$23. Waste Management (WM), our current waste hauler, is also able to procure compost for the City to stratify SB1383 regulations. WM would procure ROWP for the City at a cost of \$19 per

ton. This price will include delivery and will meet all SB1383 requirements related to ROWP.

FISCAL IMPACT:

FY 2024/25 GL# 10-4155-630, the cost for 2024 would be **\$8,094.**

RECOMMENDATION: Staff recommends that the City Council approve the ROWP expense at \$19 per ton with Waste Management for this year (2024).

ATTACHMENTS:

1. WM Proposal
2. R3's Memo to PW (Radford, Soulard - R3 Memo)



COMPOST/MULCH PURCHASE ORDER

WM FACILITY SITE ADDRESS	BUYER BILLING ADDRESS	BUYER DELIVERY LOCATION (If different from Billing Address)
South Valley Compost Facility	City of California City	
24487 Road 140	8165 Fernwood Ave	
Tulare, Ca 93274	California City, CA 93505	
Contact Phone:	Buyer Phone: (760) 373-7162	Contact Phone:
Contact Email:	Buyer Email: jbarragan@CaliforniaCity-CA.gov	Contact Email:

WM Entity (WM): South Valley Compost	Term: Procurement Credit	Delivery Date: N/A
--------------------------------------	--------------------------	--------------------

Purchase Order Terms and Conditions

Product (Compost /Mulch):	Processing Fee Surcharge (Procurement)	Amount Purchased:	426 Tons
Price (Valid for 30 Days):	\$19/ton		
Taxes:	N/A		
Delivery Fee:	N/A		
Total Due (Net 30 Days):	\$8,094		
Location for Application:	N/A		
Additional Cost (describe):			
General Intended Use:	Procurement Credit		
Quality:	WM warrants that at the time of delivery to BUYER, all Product shall meet the specifications set forth on Exhibit A ("Specifications"). Failure to reject Product upon Delivery shall be deemed acceptance and the Product may not be returned. WM's liability for the breach of this warranty shall be a credit to BUYER of any agreed upon price adjustment or the replacement of the Product. Upon acceptance of the Product by BUYER, WM shall have no further liability therefor. OTHER THAN THE FOREGOING, WM HAS NOT MADE AND DOES NOT MAKE ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED WITH RESPECT TO THE PRODUCT, ITS MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE WHICH IS SOLD "AS IS." WM SHALL NOT BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS OR LOST SALES, OR ANY DUTY TO DEFEND, BY REASON OF ANY DEFECTS IN THE PRODUCT, OR BREACH BY WM OF ITS LIMITED WARRANTY.		
Procurement Credit:			

COMPANY

By: _____
Name: Jonathan Caruso Date _____
Title: MRF Manager

BUYER

By: _____
Name: Joe Barragan Date _____
Title: Public Works Director

EXHIBIT "A"

SPECIFICATIONS:

To:	Joe Barragan, <i>Public Works Director</i>
From:	Rosemarie Radford, <i>Director</i> Alex Soulard, <i>Managing Consultant</i>
Date:	August 22, 2024
Subject:	California City Recovered Organic Waste Product Procurement

Background

SB 1383 Recovered Organic Waste Product Procurement Requirements

Senate Bill 1383 (SB 1383) requires all jurisdictions in California to purchase specific Recovered Organic Waste Products (ROWP) that are compliant with the legislation, such as compost, mulch, Renewable Natural Gas (RNG), and electricity from approved facilities. The intent is to develop a market for these products and to increase the demand for infrastructure which creates the organic waste products.

Additionally, SB 1383 requires jurisdictions to meet an annual procurement target, based on population, to purchase these recycled organic materials. The City of California City's (City) estimated population for 2021, according to the California Department of Finance, was 14,120. Based on this population, the annual procurement target set by the state for the City is 1,130 tons of recovered organic product. Although a mix of compliant products can be used to meet the annual procurement target, the target remains high and difficult to meet. Recognizing this difficulty, and due to the lack of organic waste processing infrastructure and market, Assembly Bill 1985 was approved, which creates a two-year phase-in period for jurisdictions to meet their procurement targets: 30% in 2023, 65% in 2024, and 100% in 2025. Based on the phase-in period, the City's adjusted procurement targets are 339 tons of organic waste (equivalent to mulch tons) for 2023, 735 tons for 2024, and 1,130 tons for 2025 and beyond.

Procurement Conversion Factors

The procurement target can be met with procurement of different types of ROWP and each one of those has a different conversion factor based on organic waste inputs. Targets are applied with different tonnage conversion factors depending on the type of ROWP procurement that is being calculated. The conversion factors provided by CalRecycle can be seen in Table 1 below:

Table 1: CalRecycle ROWP Conversion Factors

Conversion Factors		
1 Ton of Organic Waste in a Procurement Target Shall Constitute:		
Recovered Organic Waste Product	Quantity	Unit
Renewable Gas in the form of Transportation Fuel	21	DGE
Electricity from Renewable Gas	242	kWh
Heat from Renewable Gas	22	therms
Electricity from Biomass Conversion	650	kWh
Compost	0.58	tons
Compost	1.45	cubic yards
Mulch	1	ton

Using the conversion factors provided above, it is important to note that while the procurement target is provided by CalRecycle as one (1) ton of organic waste which is the equivalent of one (1) ton of mulch, the primary ROWP material type in use currently is tons of compost.

Table 2: California City Procurement Target

Target Year	% Required	Tons of Compost	Tons of Mulch
2024 Target	65%	426	735
2025 Target and Beyond	100%	655	1130

Therefore, the City's total procurement target is the equivalent of 655 tons of compost, adjusted to 426 tons of compost for calendar year 2024 (assuming the City only uses compost to meet its procurement target).

Procurement Options

The City's ROWP procurement options include:

- » **Increase of compost giveaways and compost supplied as part of the City's current Franchise Agreement with Waste Management**
 - Waste Management is providing up to 10 tons of compost for giveaways
 - Additional procurement would still be needed to meet the 100% target.
- » **Purchase of SB 1383 compliant compost/mulch**
 - Application at City-managed locations such as parks and landscaping at City facilities.
 - Compost hubs at local farms or urban gardens to augment compost giveaway events.
 - Coupon/voucher subsidy programs for customers to purchase compost/mulch at a lowered price on behalf of the City.
 - Potential partnerships with external users of compost/mulch (schools, sheet mulching lawn conversions, etc.).
 - Analysis of compost/mulch brokerage programs (availability, locations of compost/mulch applications, process to use, etc.).
 - Coordinate with Kern County to procure compost from the County's facilities (contacts: Christine Williamson williamsonc@kerncounty.com and Dave Lee LeeD@kerncounty.com).
- » **Purchase of SB 1383 compliant renewable natural gas (RNG) or electricity**
 - There are currently extremely limited options for RNG or electricity sources that are compliant with the requirements of SB 1383 procurement and it is not likely to be a viable or cost-effective option to explore at this time.

Financial Analysis

Any compost and mulch the City currently purchases and uses for its own landscaping purposes may be SB 1383 compliant or may come from traditional landscaping sources that are not SB 1383 compliant. SB 1383 compliant mulch must also meet contamination standards and be tested to meet the State's requirements. For this reason, it is important to validate the sources of the compost and mulch to determine if it is applicable to the City's needs. The City may evaluate its current compost and mulch sources to determine if it might need to adjust the sources of this material to meet the state's requirements.

The balance of the ROWP target not met through compost giveaways can be most economically met via compost broker services, which facilitate the spreading of compost on agricultural land via agreements with Direct Service Providers (DSP). DSPs are entities that use ROWP materials on behalf of a city or county, such as farms and ranches. Compost brokers handle the administration, contracting, documentation of the DSP agreements, logistics, recordkeeping, and reporting requirements in compliance with SB 1383.

The company Agromin, as the cheaper of the compost broker options that administer DSP agreements, is frequently used by other jurisdictions who are interested in the lowest-cost solution. Agromin currently charges \$15/ton for compost broker services and \$8/ton for delivery (see Table 3). Delivery costs are only applied if compost is spread at non-ideal times for the farms.

The non-profit organization Zero Foodprint, the other compost broker currently operating in the state, has a shared cost model that splits the cost between the jurisdiction, the farmers, and Zero Foodprint's non-profit funding sources. Costs for Zero Foodprint's DSP contracts vary depending on location and other factors but are typically slightly higher than Agromin. The high-end cost includes some additional benefits such as climate benefit reporting, Climate Action Plan integration, City-specific Climate Connector website (with at least 50% high end cost compost), and project photographs. Zero Foodprint also offers a lower cost option that only includes the required State reporting under SB1383, which is very close to Agromin's quoted rate. Despite the cost variance, some jurisdictions prefer to work with a non-profit organization or prefer the geographical flexibility that Zero Foodprint can provide. Zero Foodprint also provides a free database of facilities in the state that offer SB 1383 qualifying compost¹ that the City may wish to use for its own purposes.

Table 3: Estimated Costs of Agromin Broker for City of California City

Target Year	% Required	Tons of Compost	\$15/ ton (broker only)	\$23/ ton (plus delivery)
2024 Target	65%	426.01	\$6,390.15	\$9,798.23
2025 Target and Beyond	100%	655.4	\$9,831.00	\$15,074.20

Recordkeeping and Reporting Procedures

SB 1383 procurement requirements include keeping records and providing annual reporting to CalRecycle via the Electronic Annual Report (EAR) that's due annually on August 1. Both brokerage services have a tracking tool available online including the DSP records and the invoices for compost. Compost giveaway tonnage should be added to any broker applied compost for an annual total for procurement recordkeeping and reporting.

Next Steps

R3 recommends that the City contact both Zero FoodPrint and Agromin to receive quotes to meet the City's 2024 compost procurement target. Contact information for each organization is listed below:

Agromin Contact: Mike Zwerner

Mike Zwerner

201 Kinetic Drive, Oxnard, CA 93030

805.807-0677

mike@agromin.com | www.agromin.com



Zero FoodPrint Contact: Jami Witek

Jami Witek

Grants Manager

jami@zerofoodprint.org

323.677.9564 | She/Her

¹ Zero Foodprint List of SB 1383 Compost Facilities: <https://airtable.com/app4VqgrK1yLHwgnP/shryw6SnCQJXP75od/tblFQqonbofbhii2n>



Item No. CC5

COUNCIL AGENDA ITEM

September 24, 2024

TO: Mayor and City Council

FROM: Joe D. Barragan, Public Works Director

SUBJECT: NOTICE OF COMPLETION - TDA Art 3 Hacienda Blvd Pedestrian Improvements Project- From So. Loop Blvd. to Manzanita Ave

Background:

This is a Notice of Completion for the work under contract agreement with Cen-Cal Construction, for the TDA Art 3 Hacienda Blvd Pedestrian Improvements project from So. Loop Blvd. to Manzanita Ave. The work included construction of curb and gutter, sidewalks and ADA curb ramps, installing traffic stripes, and pavement markings.

On May 14, 2024, the City Council awarded the Contract to Cen-Cal Construction in the amount of \$204,452.00. The final project construction cost with no quantity adjustments and no change orders is \$204,452.00.

The Engineering Department has inspected the work and confirmed to Public Works that the work is in conformance with the plans and specifications as of July 11, 2024.

Recommendation:

Motion to accept the completed work by J.L. Plank, Inc. dba Cen-Cal Construction for the TDA Art 3 Hacienda Blvd Pedestrian Improvements project and authorize the City Clerk to file the Notice of Completion with the Kern County Recorder. Staff further recommends the release of the 5% retention (\$10,222.60) to the Contractor after 30 days pending claims or liens filed during this period.

Fiscal impact:

Funding:	TDA Art 3- Minute Order #21-05	\$ 170,538.00
	Local Match:	\$ 33,914.00

ENVIRONMENTAL IMPACT:

None

ATTACHMENTS:

- A- Notice of Acceptance
- B- Notice of Completion
- C- Photos of Before and After

City Manager Approval (Initial): _____

City Attorney Approval (Initial): _____

Finance Manager Approval (Initial): _____

(Select Category)

Departmental Reports (DR) _____

Consent Calendar (CC) X

City Manager Report (CMR) _____

Continued Business (CB) _____

New Business (NB) _____



CITY HALL

21000 Hacienda Blvd.
California City, CA 93505

760-373-8661

www.californiacity-ca.gov

NOTICE OF ACCEPTANCE

NOTICE IS HEREBY GIVEN that the Public Works Director, City of California City, State of California, by and through the powers vested in his office by the Members of the City Council has reviewed and accepted as complete the work performed under contract by the Contractor.

The information pertinent to this Notice is as follows:

1. Owner: City of California City
2. Contractor: J.L. Plank, Inc. dba Cen-Cal Construction
3. Engineer of Record: Juan M. Pantoja, P.E.
4. Surety of Faithful Performance and Labor and Material Bond: Developers Surety and Indemnity Company
5. Contract For: Hacienda Blvd. Pedestrian Improvements
From: S. Loop Blvd. to Manzanita Ave.
6. Date of Contract: May 14, 2024
7. Date of Completion: July 11, 2024.

I, Joe D. Barragan, hereby declare under penalty of perjury that the foregoing is true, and the provisions of the contract have been met and are accepted on July 11, 2024

Joe D. Barragan, MBA, CBO
Public Works Director

CITY OF CALIFORNIA CITY

Project Name: Hacienda Blvd. Pedestrian Improvements

TDA Article 3 -MO#21-05

Construction of new sidewalk, curb, and gutter, ADA curb ramps, and related pedestrian improvements on Hacienda Blvd. between S. Loop Blvd and Manzanita Ave.



BEFORE looking South



AFTER looking North



AFTER looking South



AFTER looking North



BEFORE looking North



BEFORE looking South



AFTER looking North



Recording Requested By:FBO
CITY OF CALIFORNIA CITY**When Recorded Mail to:**City of California City
21000 Hacienda Blvd.
California City, CA 93505**NOTICE OF COMPLETION****NOTICE IS HEREBY GIVEN THAT:**

1. The undersigned is **OWNER** or Agent of the **OWNER** of the interest or estate stated below in the property hereinafter described.
2. The **FULL NAME** of the **OWNER** is City of California City
3. The **FULL ADDRESS** of the **OWNER** is 21000 Hacienda Blvd. California City, CA 93505
4. The **NATURE OF THE INTEREST** or **ESTATE** of the undersigned is: In Fee.

(if other than fee, Strike "In Fee" and insert, for example, "Purchaser under contract of purchase," or "Lessee.")

5. The **FULL NAMES** and **FULL ADDRESSES** of **ALL PERSONS**, if any, **WHO HOLD SUCH INTEREST** or **ESTATE** with the undersigned as **JOINT TENANTS IN COMMON** are:

Names

Addresses

6. The full names and full addresses of the predecessors in interest of the undersigned if the property was transferred subsequent to the commencement of the work of improvement herein referred to:

Names

Addresses

7. A work of improvement on the property hereinafter described was **COMPLETED** July 11, 2024
8. The work of improvement completed is described as follows: TDA Art 3 Hacienda Blvd Pedestrian Improvements
– From S. Loop Blvd to Mazanita Ave
9. The **NAME OF THE ORIGINAL CONTRACTOR**, if any, for such work of improvement is: J.L. Plank, Inc. dba Cen-Cal Construction

10. The street address of said property is: Hacienda Blvd. – various locations

11. The property on which said work of improvement was completed is in the City of California City, County of Kern, State of California,
and is described as follows:

Construction of curb and gutter, sidewalks and ADA curb ramps; installing traffic stripes, pavement markings.

Date

(Mayor)
Kelly Kulikoff – City MayorVerification for **INDIVIDUAL** owner

I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the owner of the aforesaid interest or estate in the property described in the above notice; that I have said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place

Signature of Owner named in paragraph 2

Verification for **NON-INDIVIDUAL** owner: I, the undersigned, declare under penalty of perjury under the laws of the State of California that I am the **City Mayor** of the aforesaid interest or estate in the property described in the above notice; that I have read the said notice, that I know and understand the contents thereof, and that the facts stated therein are true and correct.

Date and Place

- City of California City
Date and Place
Kelly Kulikoff – City Mayor
(Mayor)**SUBSCRIBED AND SWORN TO** before me onDaryl Betancur, City Clerk
City of California City

Revised 9/22/2007



ITEM CB1

COUNCIL AGENDA ITEM

September 24, 2024

PREPARED BY: Acting City Manager, Latisha Lamberth

SUBJECT: Fund Nation Contract

BACKGROUND/ DISCUSSION

Council requested staff bring a contract back for fund nation to partner with CAP. As you are aware, the CAP program has been instrumental in providing essential support and resources to our community, especially during these challenging times. In line with the city council's vision to enhance the impact of CAP, we are pleased to propose a contract for collaboration between CAP and Fund-Nation.

The proposed contract includes a detailed outline of the scope and objectives of Fund-Nation partnership, along with the roles and responsibilities of each party. We respectfully request the city council to kindly review the proposed contract and provide any feedback or suggestions for modification, if needed.

FISCAL IMPACT

- A one-time, non-refundable sign-on fee of \$3,500, payable upon execution of this Agreement and required to be received by the Consultant in order to commence services.
- A success fee of 6% of the total amount of grants secured by the Consultant for California City during the first year of this Agreement.
- The success fee shall be calculated based on the gross amount of funds awarded and shall be payable to the Consultant within 15 days of California City's receipt of the award letter or confirmation of a successful grant application.

COUNCIL OPTIONS

City Council approves the contract.

City Council continues discussion the contract

City Council takes no further action.

RECOMMENDATION

Staff recommends the City Council approves this contract.

CITY OF CALIFORNIA CITY

PROFESSIONAL GRANT WRITING SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this ____ day of _____, 2024, by and between the City of California City, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 21000 Hacienda Blvd., California City, CA 93505 ("City") and **Fund-Nation**, a California LLC with its principal place of business at 5630 Venice Blvd, Suite 772, Los Angeles, CA 90019, a virtual address ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

2. RECITALS.

2.1 Consultant.

Consultant desires to perform and assume responsibility for the provision of certain professional grant research and writing services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing professional grant research and writing services to public clients, is licensed in the State of California, and is familiar with the plans of City.

2.2 Project.

City desires to engage Consultant to render such professional grant research and writing services. These services aim to identify, apply for, and secure grant funding to support City's mission and goals, including expanding funding sources, improving digital presence, and offering educational workshops. ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional grant research and writing services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from August [REDACTED], 2024 to July [REDACTED], 2025, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement, and shall meet any other established schedules and deadlines.

3.2 Responsibilities of Consultant.

3.2.0 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant retains the right to perform similar

or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Consultant shall also not be employees of City and shall at all times be under Consultant's exclusive direction and control. Neither City, nor any of its officials, officers, directors, employees or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.1 Schedule of Services. Consultant shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Consultant's conformance with the Schedule, City shall respond to Consultant's submittals in a timely manner. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.2 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.3 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the Services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property, shall be promptly removed from the Project by the Consultant at the request of the City. The key personnel for performance of this Agreement are as follows:

3.2.4 City's Representative. The City hereby designates **Latisha Lamberth, Acting City Manager**, or her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Work or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Work or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.5 Consultant's Representative. Consultant hereby designates Megan Pater, or her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Finally, Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its sub-consultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Laws and Regulations. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with Services. If Consultant performs any work knowing it to be contrary to such laws, rules and regulations, Consultant shall be solely responsible for all costs arising therefrom. Consultant shall defend, indemnify and hold City, its officials, directors, officers, employees, agents, and volunteers free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.9 Insurance. The Consultant agrees to procure and maintain the following insurance coverage during the term of this Agreement:

3.2.10 General Liability Insurance: The Consultant shall maintain Commercial General Liability Insurance, providing coverage for bodily injury, property damage, and personal injury arising out of or in connection with the services provided under this Agreement, with a minimum coverage per occurrence.

3.2.11 Professional Liability Insurance (Errors and Omissions): The Consultant shall maintain Professional Liability Insurance, covering claims arising out of negligence, errors, omissions, or wrongful acts committed in the performance of professional services under this Agreement, with a minimum coverage amount per occurrence.

3.2.12 Workers' Compensation Insurance: If the Consultant employs any personnel in the performance of this Agreement, the Consultant shall maintain Workers' Compensation Insurance as required by applicable state law, covering all such employees for work-related injuries or illnesses.

3.2.13 Non-Competition and Cooperative Engagement Clause: The Parties acknowledge and agree that their respective roles as grant-writing consultants to California City are complementary and intended to be cooperative rather than competitive. As such, the Parties shall collaborate in good faith to ensure the successful identification, application, and execution of grant opportunities for California City. Each Party shall be responsible for their designated tasks as outlined in this Agreement and any subsequent work orders, with the understanding that such tasks will be performed in a manner that supports and does not interfere with or undermine the efforts of the other Party.

The Parties agree to regularly communicate and coordinate their activities to avoid duplication of efforts and to maximize the effectiveness of the grant-seeking process. In the event of any potential overlap or conflict in responsibilities, the Parties shall promptly confer to resolve such issues in a manner that aligns with the best interests of California City.

Further, California City agrees to actively facilitate and enforce cooperation between the Parties, ensuring that both consultants are fully integrated into the grant-seeking process, with clear delineation of responsibilities to prevent any unnecessary competition or conflict."

Fees and Payments.

3.2.14 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement.

3.2.15 Payment of Compensation. Consultant shall submit to City a monthly invoice which indicates work completed and hours of Services rendered by Consultant. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges thereon. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein.

3.2.16 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.2.17 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.2.18 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted each year at the time of renewal as set forth in Exhibit "C."

3.3 General Provisions.

3.3.1 Termination of Agreement.

3.3.1.1 Grounds for Termination: The City can terminate this Agreement, in whole or in part, at any time without cause by providing the Consultant with at least 30 days' written notice. Upon termination, the Consultant will be paid for services that have been adequately provided up to the termination date, and no further compensation will be due. The Consultant cannot terminate this Agreement unless there is a valid cause.

3.3.1.2 Effect of Termination: If the Agreement is terminated, the City may require the Consultant to submit all completed or incomplete documents, data, and other materials related to the services provided under this Agreement. The Consultant must deliver these within 15 days of the City's request.

3.3.1.3 Additional Services: If the Agreement is terminated, the City may seek similar services elsewhere. The City's ability to directly contract with the Consultant's associates or subcontractors is restricted until 2 years after the expiration of this Agreement. The City can hire an associate or subcontractor as a full-time, permanent employee after conducting a recruitment process and the associate or subcontractor has worked 960 hours for the City. For part-time employment, the associate or subcontractor must have also worked 960 hours, and the City must pay a 5% fee based on their annualized wages to the Consultant. If the City hires them through another agency, the City agrees to pay a 10% fee to the Consultant.

3.3.1.4 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant:	Fund-Nation, LLC 5630 Venice Blvd, Suite 772, Los Angeles, CA 90019 ATTN: Megan Pater, President & CEO
City:	City of California City 21000 Hacienda Blvd. California City, California 93505 ATTN: City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.3.2 Ownership of Materials and Confidentiality.

3.3.2.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or provided to Consultant by the City. City shall not be limited in any way in its use of the Documents & Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

3.3.2.2 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is

generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.3.2.3 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.3.3 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.3.4 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.3.5 Indemnification.

3.3.5.1 Scope of Indemnity. To the fullest extent permitted by law, Consultant shall defend (with counsel reasonably approved by the City), indemnify and hold the City, its officials, officers, employees, agents and volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any alleged acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's services, the Project or this Agreement, including without limitation the payment of all consequential damages, expert witness fees and attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent Consultant's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to Claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its officials, officers, employees, agents or volunteers.

3.3.5.2 Additional Indemnity Obligations. To the fullest extent permitted by law, Consultant shall defend, with counsel of City's choosing and at Consultant's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered that may be brought or instituted against City or its directors, officials, officers, employees, volunteers and agents. Consultant shall pay and satisfy any judgment, award or decree that may be rendered against City or its directors,

officials, officers, employees, volunteers and agents as part of any such claim, suit, action or other proceeding. Consultant shall also reimburse City for the cost of any settlement paid by City or its directors, officials, officers, employees, agents or volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Consultant shall reimburse City and its directors, officials, officers, employees, agents, and/or volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Consultant's obligation to indemnify shall not be restricted to insurance proceeds, if any, received by the City, its directors, officials officers, employees, agents, or volunteers.

3.3.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

3.3.7 Governing Law. This Agreement shall be governed by the laws of the State of California. Venue shall be in Kern County.

3.3.8 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.3.9 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.3.10 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.3.11 Assignment or Transfer. Consultant shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.3.12 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.3.13 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.3.14 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.3.15 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.3.16 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.3.17 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.3.18 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.3.19 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.3.20 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.3.21 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

CITY OF CALIFORNIA CITY

Fund-Nation, LLC

By: _____
Latisha Lamberth
Acting City Manager

By: _____
Megan Pater, President & CEO

ATTEST:

By: _____
Daryl A. Betancur, MPA, MMC
City Clerk

APPROVED AS TO FORM:

By: _____
Victor M. Ponto
City Attorney

EXHIBIT "A"
SCOPE OF SERVICES

1. Grant Opportunity Research

- Collaborate with the Client and the existing grant writing consultants of the City to develop a strategic grant development plan.
- Conduct targeted research to identify state and local government grant opportunities.
- Expand the search to include grants offered by national endowments, foundations, and corporations.

2. Proposal Development

- Assist in gathering and compiling necessary data and documentation for grant applications.
- Write persuasive and comprehensive grant proposals.
- Ensure applications comply with funders' guidelines and deadlines.
- Proofread and edit final grant proposals before submission.

3. Post-Submission Support (Optional)

- Provide support, such as answering grant reviewer questions and addressing follow-up requirements.

4. Educational Workshops and Webinars

- Offer free educational workshops and webinars throughout the month at the Contractor's discretion.

EXHIBIT "B"
SCHEDULE OF SERVICES

Month 1: August

- Focus: Planning and Retail Grants
- Activities: Identify retail grants, update existing proposals, and network with potential funders.

Month 2: September

- Focus: Bank Connections and Giving Tuesday Preparation
- Activities: Engage with banks, plan Giving Tuesday, refresh social media, and increase community outreach.

Month 3: October

- Focus: Bank Deadlines and Strategic Alliances
- Activities: Submit bank grant applications, strengthen alliances, finalize Giving Tuesday strategy, and gather success stories.

Month 4: November

- Focus: Giving Tuesday and Annual Review
- Activities: Execute the Giving Tuesday campaign, review grant submissions, collect impact stories, and prepare annual reports.

Month 5: December

- Focus: Season of Major Gifts
- Activities: Target major gifts, utilize December grant strategies, engage with donors, and highlight successful projects.

Month 6: January

- Focus: Strategic Planning and Outreach
- Activities: Set clear grant goals, research potential grants, network, draft initial proposals, and organize documents.

Month 7: February

- Focus: Bank Grants
- Activities: Identify bank grants, submit applications, refine proposals, attend workshops, and monitor deadlines.

Month 8: March

- Focus: Foundation Grants
- Activities: Identify foundations, customize applications, seek endorsements, review past applications, and engage with foundation representatives.

Months 9 to 11: April to June

- Focus: Diverse Opportunities and Federal Grants
- Activities: Research various grants, prepare federal applications, assemble a grant team, track applications, and seek feedback.

Month 12: July

- Focus: Community Initiatives and Local Grants
- Activities: Apply for local grants, engage with communities, highlight local impact, and participate in local events.

EXHIBIT "C"
COMPENSATION

In consideration of the services to be provided by the Consultant under this Agreement, California City agrees to compensate the Consultant as follows:

1. Sign-on Fee:

- A one-time, non-refundable sign-on fee of \$3,500, payable upon execution of this Agreement and required to be received by the Consultant in order to commence services.
- This amount will be allocated towards the onboarding of California City as a new client, including but not limited to initial consultations, strategic planning, project setup, staff allocation, necessary software, and coordination with the existing grant-writing consultant.

2. Success Fee:

- A success fee of 6% of the total amount of grants secured by the Consultant for California City during the first year of this Agreement.
- The success fee shall be calculated based on the gross amount of funds awarded and shall be payable to the Consultant within 15 days of California City's receipt of the award letter or confirmation of a successful grant application.

In the event that this Agreement is renewed pursuant to Section 3.1.2, the rates set forth above may be increased each year at the time of renewal upon agreement by both parties.



ITEM CB2

COUNCIL AGENDA ITEM

September 24, 2024

PREPARED BY: Acting City Manager, Latisha Lamberth

SUBJECT: ARPA Funds Allocation

BACKGROUND/ DISCUSSION

After thorough discussions and brainstorming sessions, our staff has come up with some ideas that we believe will have a positive impact on our community. I am pleased to submit these ideas for your consideration.

In response to the request made by the council to propose ideas for utilizing the American Rescue Plan Act (ARPA) funds. As requested, our staff has come up with some ideas that we believe will effectively utilize these funds for the betterment of our city.

One of the proposals that we would like to bring forth is the utilization of Civic Plus, which would provide an upgrade to our city's website. This upgrade will not only bring modernization to our online platform but also improve the efficiency of our services. Additionally, it will provide much-needed support for handling Public Records Request, making the process smoother and faster for both the public and our staff.

Moreover, we are requesting funds to replace the needs of our fire department. As you are aware, our fire department is an essential service provider in the city, and we believe that providing them with upgraded equipment and facilities will help them serve the community better. We have provided an itemized list of the needs that require immediate attention, and we hope that the council will consider this request.

Another area that needs attention is the security system at the OVH, Public Works and Parks and Recreation facilities. In light of recent events, we believe that an upgrade to the security system is crucial to ensure the safety of our citizens and staff. We have identified the necessary upgrades and seek approval from the council to allocate funds for this project.

Lastly, we would also like to request funds for upgrades to City Hall. Our municipal building is the heart of our city, and it is imperative that it is well-maintained and

functional. With this in mind, we are requesting funds to address any necessary repairs and upgrades to ensure that it continues to serve as a safe and efficient hub for our city's operations.

We understand that there may be several other proposals for utilizing the ARPA funds, but we firmly believe that these ideas will have a lasting impact on our city and its residents. We hope that the council will carefully consider our proposals and approve them for the betterment of our community.

FISCAL IMPACT

Adoption of the reallocation of the ARPA funds will enable the City to continue to provide reliable, safe, and effective services from the city by replacing equipment and other needs for the city. This will have immediate and future impacts on the general fund, as these capital expenses will no longer need to be funded with local property tax revenue or dedicated special tax revenue. Additionally, the city will be able to reduce its annual budget for much needed equipment and maintenance, positively impacting the general fund in the upcoming fiscal year.

COUNCIL OPTIONS

City Council approve part or all the suggestion

City Council continues discussion on ARPA Funds

City Council takes no further action

RECOMMENDATION

Staff recommends the City Council approves suggestions to reallocate ARPA Funds

PW Ideas:

Utilizing ARPA fund:

- **\$50,000 - Remove the old carpet at City Hall and replace the flooring with vinyl planks.**
 - This would significantly improve the air quality at City Hall to reduce employees' allergies.
 - Also, it would save costs on vacuums and vacuum bags.
- **\$120,000 - Replace the ceiling at City Hall, which is literally falling, with a new suspended T-Bar Ceiling. This would include new LED T-Bar Lights and extending the HVAC registers.**
 - This would save electrical costs with energy-saving LED Lights
 - We would have better access to the HVAC Duct Work and cabling.

Items in our budget that can be reallocated to ARPA funds:

- **Training/CEUs**
- **Code Books**

ARPA FD Requests

FD ARPA NEEDS

Priority	Item Description	Cost
1	Thermal Imaging Camera Replacement	\$ 10,001.06
2	SCBA Air Fill station	\$ 58,698.47
3	Replacement Extractor Machine	\$ 11,537.26
4	Fire Hose Replacement	\$ 30,000.00
5	(2) Code Enforcement Vehicles	\$ 90,000.00
6	FD Training tower (open to using some FD reserves to offset costs)	\$ 480,872.74
7	Air Conditioning in the Fire Station Apparatus Bay	\$ 80,000.00
8	Covered Vehicle Parking behind fire station	\$ 40,000.00

FD ARPA Budget Offset

Priority	Item Description	Cost
1	Fire Department turnouts x 8 sets plus PPE (GL-19-4222-451)	50,000.00 (28K)
2	Fire Academy training costs x 3 (GL-19-4222-330)	24,000.00 (new)
3	Medical supplies (GL- 19-4222-480)	35,000.00 (35K)
4	Uniforms (GL-19-4222-140)	24,000.00 (21K)
5	Fire Prevention Materials (GL-19-4222-351)	2,000.00 (2K)
6	Subscriptions/ books/ due (19-4216-210)	100.00 (100.00)
7	Fuel (GL-19-4222-255)	40,000.00 (40K)

Budget Offset Savings to GF- \$175,100 (offset from planned 24/25 Budget: \$126,100)

Additional request for the PD

Priority	Item Description	Cost
1	3 additional PD vehicles	\$ 222,000.00
2	PD Housing option 1: 4 ADU's by Boxable	\$ 550,000.00
3	PD Housing option 2: 5 bedroom trailer	\$ 140,000.00

CUSTOMER ESTIMATE NO. 5235

California City
7800 Moss Ave
California City CA 93505

Created Date: 8/20/2024
Date: 8/20/2024
Valid For: 30 Day(s)
Site: 7800 Moss Ave California City
Salesperson: Jeffrey Torok

Avigilon Alta Camera System:

Camera Equipment:

This section is for 12 cloud based Avigilon Alta cameras with 30-days of recording and 5MP.

Part #	Item	Quantity	Unit Price	Total
Dome-W-5MP-30	Dome White - 5MP - 30 days	12.00	\$983.22	\$11,798.64
Total				\$11,798.64
Incl. Tax of				\$0.00

Camera License:

1-year of cloud access with cloud backup, automatic updates, continues health monitoring, video analytics, and notifications.

Part #	Item	Quantity	Unit Price	Total
AVA AWA-CLD-1Y	Ava Aware License 1 year	12.00	\$142.76	\$1,713.12
Total				\$1,713.12
Incl. Tax of				\$0.00

Camera Network:

POE switch and necessary terminations for 12 cameras.

Part #	Item	Quantity	Unit Price	Total
TL-SG1218MPE	18-Port Gigabit Easy Smart Switch with 16-Port PoE+	1.00	\$261.24	\$261.24
Total				\$261.24
Incl. Tax of				\$0.00

Camera Cable:

Cable to install 12 cameras.

Part #	Item	Quantity	Unit Price	Total
Wavenet 09W-350EA4-4	Wavenet 09W-350EA4-4 Cat5E Yellow Riser Cable 350MHz 1000' Box	3.00	\$144.38	\$433.14
PLATINUM 202010J	PLATINUM 202010J CAT6+ CONN 100/JAR *PM=MOD PLUG RJ45 8C C6	30.00	\$1.70	\$51.00
Total				\$484.14
Incl. Tax of				\$0.00

Labor:

AM-TEC will run cable to 12 cameras, install cameras, do all configuration, connect system to customers internet, and provide training.

Part #	Item	Quantity	Unit Price	Total
	Scissor Lift (1 Day Use)	2.00	\$150.00	\$300.00

AMTEC

SECURITY

License# ACO498

4075 Schaefer Ave, Chino, CA, 91710

800-609-2527

Website: www.amtecsecurity.com

Email: billing@amtecsecurity.com

CUSTOMER ESTIMATE NO. 5235

Labor:

Part #	Item	Quantity	Unit Price	Total
	Travel and per diam.	1.00	\$1,500.00	\$1,500.00
	PW LA Labor			\$7,920.00
Total				\$9,720.00
Incl. Tax of				\$0.00

- Please respond to SALES@AMTECSECURITY.COM with a confirmation of acceptance if you would like to proceed.
- Please verify with your local authority if you will require a permit.
- Note that any unexpected condition or exception beyond the standard scope of installation will/may require a change order.

Labor	\$8,220.00
Materials	\$15,757.14
Total	\$23,977.14
Incl. Tax of	\$0.00

Digitech

Lic# ACO-7248
42263 50th Street West # 422
Quartz Hill, CA 93536
Phone:661-722-3344
License # ACO-7248

Estimate

Date	Estimate #
9/13/2024	2453

Name / Address
Borax Bill Park & Station 21000 Hacienda Blvd. California City CA 93505

Project

Description	Qty	Rate	Total
CCTV Estimate (add on) These tracking PTZ TIOC cameras are top of the line cameras with lights, siren and tracking. There are less expensive cameras WITHOUT lights, and siren . The price of these cameras are \$ 875. each			
Cameras: 2- 4 Megapixel TIOC tracking PTZ with gooseneck	2	1,050.00	2,100.00
Cameras: 3- 8 megapixel Turret cameras	3	235.00	705.00
2- 4 channel POES	2	95.00	190.00
1- Trendnet network bridge	1	275.00	275.00
1- Box CAT5E data cable	1	150.00	150.00
Labor	1	1,000.00	1,000.00
1- Year warranty on parts 30-day warranty on labor 50% deposit upon approval Balance due at project completion			
Estimate is valid for 90 days. Authorizing Signature: _____ Date: _____ Total \$4,420.00			

Daryl Betancur

From: Debbi Bodewin <debbi@ecsimaging.com>
Sent: Friday, September 13, 2024 10:55 AM
To: City Clerk
Subject: ECS Imaging - Laserfiche ECM Solution
Attachments: ECS Quote Laserfiche Cloud 9-13-24.pdf; Laserfiche Cloud Features by Tier 9-2024.pdf; ECS Cloud Professional Tier Features Packet.pdf

EXTERNAL MESSAGE: Use caution when clicking links or attachments

Happy Friday Daryl,

It was a pleasure speaking with you the other day. Thank you for reaching out to me and ECS Imaging for your document management needs! Please confirm receipt of this email when you get a chance since the first email.

Attached is the following:

1. Laserfiche Cloud quote at the Professional tier minimum licenses.
 - a. 5 Full and 10 internal Viewing, Weblink public portal.
 - b. Turnkey services and ongoing support.
 - c. Other than an auto-file workflow, I didn't quote other automations yet. We can explore further and based on budget available.
2. Features comparison matrix of the cloud packages and what is included in the Professional Tier quoted.
3. Recent Customer Success References on Laserfiche Cloud also with automated solutions:
 - a. City of Aliso Viejo: <https://ecsimaging.com/2024/05/city-of-aliso-viejo/>
 - b. San Joaquin Regional Rail Commission: <https://ecsimaging.com/2023/11/san-joaquin-regional-rail-commission/>
 - c. City of Fullerton: <https://ecsimaging.com/2023/07/city-of-fullerton/>

If there is anything else you need and questions, please let me know. Happy to review all of this info at your earliest convenience.

Following is a brief summary of ECS Imaging. We truly care about our Customers success and are dedicated to that mission! Our experience and proven track record is backed by our customers with **70+ 5-Star Google Reviews**.

- We specialize in Local Government serving more than 30% of the Cities in CA for their Laserfiche implementations, along with hundreds of other Municipalities.
- Laserfiche's largest Solution Provider (SP) in California since 1995
- Ranked as the 3rd largest SP in the USA since 2017
- Headquartered in Riverside we are a team of ~30 professionals comprised of Customer Success, Technical Support, Projects, Executive Team, Scanning Services and Administration.
- Using a consultative approach, we do what we say we are going to do, are ethical and have the customers best interests in mind always.

Looking forward to working with you again! Thank you for your consideration to ECS and Laserfiche. Have a great weekend.

Best Regards,

Debbi Bodewin · Chief Consulting Officer



ECS IMAGING, INC.
WORLD-CLASS SOLUTION PROVIDER

877-790-1600
5905 Brockton Ave. Ste. C
Riverside, CA 92506
www.ECSImaging.com

Quote

Cloud Professional

Quotation For

Name: Dr. Daryi Botancur
Title: City Clerk
Company: City of California City
Address:
Phone: (760) 373-7140
E-mail: cityclerk@californiacity-ca.gov

Quote Info

Q3 2024 v 2

Date: 9/13/2024
Quote Number: 91324
Valid Through: 12/31/2024
Terms: net 20
Account Manager: Debbi Bodawin
Phone: x1109
E-mail: Debbi@ECSImaging.com

Description of Products & Services with 2024 Pricing

Total Storage Included w/ Full Users 500.00 GB

Software-as-a-Service

Laserfiche Cloud Professional Document Management and 100 GB storage per user for 5-49 full users.

Laserfiche Cloud Professional Tier includes: Direct Share, Data Encryption at Rest, Autoscaling, Automated & Encrypted Backups, Intrusion Detection, Automated Feature & Security Updates, Automated Text Extraction, Import Agent with Email Archive, Starter Audit Trail+, Workflow & Forms Process Automation, Connector, Surveys, 1 Workflow Bot, 10 Quick Fields Complete w/Agent, Integrations with MS Office, SharePoint, Teams, MS Dynamics 365 & Redtail, 50,000 RESTful web API calls/month, 50 Hours/year Audio-Video Transcription.

SKU	Description	Unit Price	Quantity	Line Total
CLENF2	Laserfiche PF Cloud Professional Full Users (5-49)	\$ 830.00	5	\$ 4,150.00
CFPAR	Laserfiche PF Cloud Participant Users (10-199)	\$ 120.00	10	\$ 1,200.00
CLPALP	Laserfiche PF Cloud Weblink Public Portal (Up to 1,000 Views/month)	\$ 600.00	1	\$ 600.00
ECSPlatP	ECS Platinum Priority Support	\$ 195.00	10	\$ 1,950.00

Cloud Professional Subtotal \$ 7,900.00

Hardware

SKU	Description	Unit Price	Quantity	Line Total
Subtotal \$				-

Professional Services (One-time)

SKU	Description	Unit Price	Quantity	Line Total
ECSTK	ECS Turnkey Configuration, Consulting, Project Management & Training	\$ 9,000.00	1.0	\$ 9,000.00
Subtotal \$				9,000.00

Special Terms

Services Includes new Cloud installation for Professional licensing. Includes 1 group (dept/division/team) with up to 3 Laserfiche Templates total. Includes 1 consulting session, 1 demo, design, and configuration for folder structures, general document naming convention, templates and fields, security and permissions best practices. Includes the creation of a workflow to process new documents brought into an incoming folder to it's final folder in the repository. 2 rounds of revisions included. Organization is required to have existing business critical procedures documented to reference during consulting sessions. Includes new customer training on feature overview, search and retrieval, capture and import, and administration. Includes 1 consulting session to determine search forms, folder access, and the organizations color scheme and logo requirements. Includes a simple configuration and customization of customer Public Portal landing page. Includes 2 rounds of revisions.

Tax Rate Software Only (Download Only)

0.00%

Tax \$

-

Shipping \$

-

(First Year) Total Upfront Cost \$ 16,900.00

(Second Year Onwards) Total Cost Paid Annually \$ 7,900.00

Billing Terms:

*Hardware, Software, Maintenance, Gold/Platinum Hours & Projects billed 100% at project start. *Professional Services are billed 75% at project kickoff with remaining Services billed per milestone. *Standard Processing fee added to credit card payments. *Pricing is valid for 2024 Only*

Gold Annual Priority Remote or Onsite Support. Contract Includes

- o ECS Discounted Gold/Platinum Support is for on-going services after initial implementation
- o Live Hours of support are 7:30am - 5:00pm PST M-F
- o On-site time is calculated to the nearest half hour; minimum onsite calculation depends on location and includes Travel time
- o Maximum 4 Hour Response Time - Upgraded from 24 hrs with traditional LSAP support
- o Unlimited Phone and Email Support
- o Free admissions to the ECS Annual Customer Conference, User Groups & Webinars
- o Monthly E-Newsletter
- o Customers without a Priority Support plan can purchase on-site/remote hours at \$250/hr with a 1 Hr minimum for remote support, and an 8 Hr Minimum for onsite, with travel expenses
- o ECS may allow planned after hours support in rare circumstances. In these cases Priority Support will be billed at double the hourly rate

Hardware Return Policy:

Unopened boxed hardware may be exchanged for a full cash or credit refund within 7 days - a 15% restocking fee may apply. Defective hardware will be exchanged for a replacement per the terms and conditions specified on the product warranty card.



Laserfiche Cloud Package Tiers

Cloud Annual Packages Starting at:	\$600 - 1 Full User	\$4,150 - 5 Full Users	\$23,750 - 25 Full Users
Laserfiche Cloud Features	Starter Tier	Professional Tier	Business Tier
Cloud SaaS Platform on AWS			
100 GB storage per Full User	✓	✓	✓
Data Encryption at Rest	✓	✓	✓
Auto-scaling Computing & Storage	✓	✓	✓
Automated and Encrypted Backups	✓	✓	✓
Intrusion Detection	✓	✓	✓
Automated Feature & Security Updates	✓	✓	✓
Automated Text Extraction	✓	✓	✓
Laserfiche ECM System			
Document Management	✓	✓	✓
Versioning & AI Document Summary	✓	✓	✓
Direct Share	✓	✓	✓
Import Agent with Email Archiving	✓	✓	✓
Audit Trail	✓ Starter	✓ Starter +	✓ Advanced, Watermark
Forms & Workflow Automation	-	✓	✓
Connector Out-of-Box Integrations	-	✓	✓
Surveys	-	✓	✓
Audio/Video Transcription	-	50 Hours/Month +	300 Hours/Month +
Records Management	-	+	✓
Vault (requires Records Management)	-	+	+
Laserfiche RESTful Web APIs	-	50,000 calls/Month (+)	100,000 calls/Month (+)
SDK (Software Development Kit)	-	+	✓
Quick Fields Complete with Agent	+	10 (+)	10 (+)
Smart Invoice Capture	-	+	+
Additional Storage	+	+	+
ScanConnect	+	+	+
Laserfiche Cloud Licenses Add-ons			
Public Portal Views	-	+	Unlimited Views
Forms Portal Submissions	-	+	Unlimited Submissions
Forms Participants w/View Access	-	+	+
Community & Ed Participant Users	-	+	+
Test Repository Sand Box	-	+	+
✓ Included, + Optional Add-on, - Not Available			

Laserfiche Cloud Integrations	Starter	Professional	Business
Microsoft 365 Integration with Simultaneous Editing	✓	✓	✓
SharePoint Online Integration	✓	✓	✓
MS Teams Integration	✓	✓	✓
MS Dynamics 365 CRM Integration	✓	✓	✓
Redtail CRM Integration	-	✓	✓



DocuSign Integration	+	+	+
Ricoh MFD Integration	+	+	+
Salesforce CRM Integration	-	+	+
Ellucian Ethos Integration	-	+	+
ECS Imaging Tyler EnerGov Integration	-	+	+

✓ Included, + Optional Add-on, - Not Available

Cloud Features by Tier

Laserfiche Cloud Description	Starter	Professional	Business
Document Management			
Advanced Search - Perform and save granular searches across a wide set of search attributes for easy and quick content retrieval.	✓	✓	✓
Version history - Store previous versions of documents allowing you to revert back to prior versions if necessary.	✓	✓	✓
Annotations - Add searchable comments, callouts, highlights, stamps and more to images and text.	✓	✓	✓
Simultaneous editing of Microsoft 365 content - Add searchable comments, callouts, highlights, stamps and more to images and text.	✓	✓	✓
Direct file sharing with external users - Share content via secure links within and outside of the organization with external constituents and other users.	✓	✓	✓
Customizable metadata templates - Define a metadata template that can be automatically populated to support keyword search, document classification and more.	✓	✓	✓
Mobile app with offline sync - Access and update files on-the-go, even without internet connection using offline mode.	✓	✓	✓
File publishing via public portal - Provide read-only web access to documents for a population outside of your organization with a user-friendly public portal site.	-	+	Unlimited Views
Process Automation			
No-code workflow designer - Automate email alerts, document routing, approvals and much more with a drag-and-drop interface to automate and optimize virtually any process.	-	✓	✓
Process versioning - Reference and restore previous versions of process definitions.	-	✓	✓
Rules management - Centrally define repeatable decision logic, formulas, scripts and more that can be defined once and used across multiple processes as relevant.	-	✓	✓
Task management - View, manage, complete and report on individual and team tasks, which can be sorted by priority and deadlines in a central task inbox.	-	✓	✓
Custom scripting - Create custom scripts to include as part of automated solutions and integrate with third parties.	-	✓	✓
Process health reports - Identify process bottlenecks and inefficiencies using out-of-the-box insights reports that monitor process health metrics.	-	✓	✓
Custom reports - Create custom report visualizations on process data to gain business intelligence and inform strategic decisions.	-	✓	✓
Content Capture			
Bulk import - Automatically import electronic files from network drives and file shares in bulk or on a schedule.	✓	✓	✓
Email archiving - Archive emails automatically, using filing rules based on email properties such as "subject" or "from/to".	✓	✓	✓
Mobile app capture - Easily capture documents through your mobile device's camera and access offline documents via mobile app.	✓	✓	✓



Batch document scanning and image clean-up - Perform automated clean-up (e.g. page separation, image improvement, deskew, etc.) to improve OCR and indexing.	+	✓	✓
Auto-classification and auto-filing - Sort and classify documents as they are added to the repository, simplifying the process to search and retrieve content.	+	✓	✓
Smart Invoice Capture - Automatically capture information from any invoice, in any format with machine learning technology.	+	+	+
Electronic Forms			
Dynamic field rules - Dynamically show and hide certain form fields based on the values of other fields for more complex forms.	-	✓	✓
Form templates - Use pre-built forms and process templates to reduce development time and jumpstart automation efforts.	-	✓	✓
Approval automation - Automate approval tasks, document routing, reminders and more using a code-free business process designer to outline the activities after a form submission.	-	✓	✓
Surveys - Create surveys and view results as responses are submitted via visualized charts.	-	✓	✓
Custom themes - Set colors, font sizes, borders, logos and everything else to design the look of an electronic form.	-	✓	✓
CSS/JavaScript scripting - Allows advanced functionality to be added to an electronic form to customize how a form looks and feels beyond existing functionality by using CSS/JavaScript.	-	✓	✓
Mobile offline form submissions - Complete electronic forms on the go or through kiosk mode via mobile app, even when offline. Offline forms are submitted when connection is restored.	-	✓	✓
Public Form submissions - Dynamically show and hide certain form fields based on the values of other fields for more complex forms.	-	+	Unlimited Submissions
Integrations & Integration Tools			
Microsoft 365 integration, including Outlook, Office and SharePoint - Work efficiently and securely with direct integrations for Microsoft Word, PowerPoint, Excel, Outlook and SharePoint.	✓	✓	✓
Microsoft Dynamics 365 integration - Push and pull data between Laserfiche and Dynamics 365 to reduce data entry and optimize CRM process flows.	✓	✓	✓
Remote lookups - Access local databases to populate form fields, metadata, process logic and more via lookups.	-	✓	✓
Redtail CRM integration - Push and pull data between Laserfiche and Redtail to reduce data entry and optimize CRM process flows.	-	✓	✓
Salesforce CRM integration - Push and pull data between Laserfiche and Salesforce to reduce data entry and optimize CRM process flows.	-	+	+
Software development kit - Create custom applications that access Laserfiche with programming tools and documentation.	-	+	✓
DocuSign integration - Send documents from the Laserfiche repository via DocuSign to complete e-signatures.	+	+	✓
Ellucian Banner integration through Ethos - Seamless exchange of student personal information and course information between Laserfiche and Banner SIS to support the student registrar forms use case.	-	+	+
Compliance			
Redactions - Redact images and/or text associated with a document to hide sensitive data from unauthorized users.	✓	✓	✓
Basic audit trail on user activity - Track successful user actions, such as create/delete/edit actions performed on documents and metadata.	✓	✓	✓
Advanced audit trail on user activity - Configure and track successful and unsuccessful changes to access rights, global and user settings, passwords and more.	-	+	✓



Watermark tracking - Place an administrator-defined watermark on content printed or exported by a user.	-	+	✓
Records lifecycle management - Manage records through creation, active use, and disposition based on compliance and organizational requirements. This includes classifying, securing, storing, tracking and destroying records as necessary.	-	+	✓
Legal holds - Apply a legal hold to specified content, preserving all forms of relevant information and halt retention policies to avoid evidence tampering or accidental removal when litigation is possible.	-	+	✓
Records retention and disposition reporting - Quickly locate and create a report on records based on their retention and disposition schedules.	-	+	✓
Automate records actions and events - Automatically set cutoff instructions, retention schedules, holds and more to reduce manual records-related actions.	-	+	✓
Strict compliance mode WORM (Write Once Read Many) storage – Laserfiche Vault - Automatically set cutoff instructions, retention schedules, holds and more to reduce manual records-related actions.	+	+	+
Administration			
Group and role-based fine-grained security access controls - Set access rights by individuals, roles or groups to limit and control access to documents and objects across the platform.	✓	✓	✓
Multi-factor authentication - Enable multi-factor authentication to strengthen user security.	✓	✓	✓
ADFS authentication for Windows users - Configure single-sign on via Active Directory Federation Services to use existing AD credentials.	✓	✓	✓
SAML authentication - Configure SAML-based single sign-on with a variety of identity providers.	-	✓	✓
Group-based licensing rules for Active Directory users - Automatically assign user licenses to AD users via group-based rules.	-	-	✓
Just-in-time/on-demand provisioning for SAML and AD users (coming soon) - Create and assign user licenses upon initial user log in to eliminate the need to configure user accounts in advance.	-	-	✓
Security			
SOC 2 Type 2 - This report details the controls for Laserfiche Cloud related to the criteria for the security, availability and confidentiality principles set forth in TSP section 100, 2017 Trust Services Criteria for Security, Availability, Processing Integrity, Confidentiality and Privacy (AICPA, Trust Services Criteria).	✓	✓	✓
TLS encryption in transit and AES-256 encryption at rest - All data sent between Laserfiche customers and applications is encrypted in transit using Transport Layer Security (TLS) with Perfect Forward Secrecy (PFS). Data volumes on servers storing customer data and attachments in Laserfiche Cloud are encrypted at rest using industry-standard full-disk AES-256 encryption.	✓	✓	✓
Intrusion detection - Laserfiche Cloud utilizes host-based intrusion detection systems to reduce the risk of data theft by individuals or organizations attempting to gain unauthorized access.	✓	✓	✓
Penetration testing - Laserfiche engages third-party vendors to conduct external penetration testing of the Laserfiche Cloud system.	✓	✓	✓
Vulnerability scanning - Laserfiche performs a vulnerability scan of backend servers that run in the Laserfiche Cloud hosting environment.	✓	✓	✓
Cloud Platform Features			
High availability - Laserfiche Cloud SaaS services are hosted in multiple regions, consisting of multiple availability zones with multiple data centers. These data centers are housed in separate facilities with redundant power, networking and connectivity.	✓	✓	✓



Automated and encrypted backups - Customer data is backed up several times each day. The backups are encrypted, replicated and stored in geographically separate data centers.	✓	✓	✓
Automated feature and security updates and enhancements - Continue to drive innovation with the latest features and enhancements without requiring any manual updates.	✓	✓	✓
Support			
Online learning resources - Access a variety of training videos, certification courses, documentation and more to support smooth implementation and user adoption.	✓	✓	✓
Community forum - Engage with a vibrant user community, including Laserfiche staff, resellers and other customers, to share questions and find answers.	✓	✓	✓



LASERFICHE CLOUD
SOLUTION PROVIDER
OF THE YEAR

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LASERFICHE CLOUD: PROFESSIONAL TIER



Highlights

- 5+ Full Professional Users
- 500GB of storage

Cloud Hosting Benefits:

- Data Encrypted at Rest
- Autoscaling of Computing & Storage Resources
- Automated & Encrypted Backups
- Intrusion Detection
- Automated Feature and Security Updates

Cloud Professional Features:

- 100GB of Storage per User
- Document Management
- Direct Share
- Import Agent with Email Archiving
- Automated Text Extraction
- Forms & Workflow Automation
- Connector
- Surveys
- 50,000 API calls per month
- 10 Quick Fields Complete with Agent
- 1 Workflow Bot for Process Automation

Included Integrations:

- Microsoft Office w/ Simultaneous Editing
- Microsoft SharePoint
- Microsoft Teams
- Microsoft Dynamics 365
- Redtail CRM

Add-On Integrations:

- DocuSign
- SAP ArchiveLink
- Salesforce
- Ellucian Ethos
- Tyler EnerGov (ECS Exclusive)

Cloud Professional Add-Ons:

- SDK
- Advanced Audit Trail
- Records Management
- Public Portal
- Forms Portal
- Participant & Community Users
- Smart Invoice Capture
- Vault (Requires Records Management)
- ScanConnect
- Additional Quick Fields w/ Agent
- Additional Web API Calls
- Additional Storage



SSD Alarm

EXCLUSIONS AND CLARIFICATIONS

- Should subscriber choose to have SSD Systems install the remote viewing software on the subscriber provided computer/server, SSD will not be responsible for said computer/server, software or data. Subscriber shall also make arrangements to have this computer available for the technician at the time of the installation. SSD Systems recommends that subscriber make arrangements to have their own computer personnel load this software on the computer to avoid any possible problems that may result from the installation of this software.
- Camera protection is not intended to provide coverage beyond a limited field of view. Subscriber understands multiple cameras, special lenses and increased lighting may be needed in order to simultaneously get a close up detailed picture with a wide angle picture. SSD has no control over conditions that may affect the video quality and resolution such as equipment capability, lighting, weather, distance, angle of view, blockage, power, mounting height, etc.
- Subscriber will be responsible to set aside two hours for training on the Digital Video Recorder System. Any additional time or training will be done on an hourly basis
- Customer to provide network drop at recorder
- Video system may require you to add more bandwidth for viewing the video through a computer onsite or offsite, or through a smart phone App.
- Customer will be responsible for providing IT support for Firewall and Port opening on their network.
- This proposal is valid for 60 days.
- Any required lift is excluded and billed separately.
- AI detection requires sufficient lighting. It is the customers responsibility to ensure proper lighting is available at night.

EQUIPMENT LIST

CCTV System

<u>Qty</u>	<u>Description</u>
1	UPS BACK UP - OFFICE
1	NETWORK VIDEO RECORDER - OFFICE
1	ENCLOSURE - MAINTENANCE SHOP
1	UPS BACK UP - MAINTENANCE SHOP
1	POE SWITCH - MAINTENANCE SHOP
1	NETWORK BRIDGE -MAINTENANCE SHOP
2	DOME CAMERA - MAINTENANCE SHOP
5	DOME CAMERA - OFFICE TRAILER
7	MOUNTING HARDWARE
1	INITIAL TRAINING
1	INITIAL PROGRAMMING
1	INITIAL CLIENT APP SET UP

Preventing Loss • Protecting Lives • Since 1968



SSD Alarm

- 1 INITIAL TRAVEL TIME
- 1 INITIAL LAN/WAN SET UP

Other Equipment

<u>Qty</u>	<u>Description</u>
1	LARGE PANEL ENCLOSURE - OFFICE
1	VERIFI BRIDGE - OFFICE TRAILER
1	AI MODULE
1	POE SWITCH - OFFICE TRAILER
1	IP SPEAKER OUTDOOR POE
7	ENGAGE CAMERA MONITORING

INVESTMENT SUMMARY

SSD PROVIDED SYSTEM

Term	60 months
Installation Fee	\$4,500.00
Monthly Fee	\$1,769.00

SERVICES

Video Verification	Included
SPS Bundle	Included

The SSD Provided System (SPS) is covered for all repairs and service, excluding damage or human error. If any part of the system cannot be repaired and is no longer available, it will be replaced with equipment having at least the same quality and performance at no charge. Covered service will be provided 8:00am - 4:00pm, excluding weekends and holidays. Lift fee and batteries for wireless devices are excluded. When the entire system is SPS any false alarms resulting in a fine caused by a SPS malfunction will be reimbursed by SSD. The SPS includes remote code changes at no charge for monitored systems that can be connected to remotely by the SSD monitoring center. SPS includes the SSD elink online account information system.



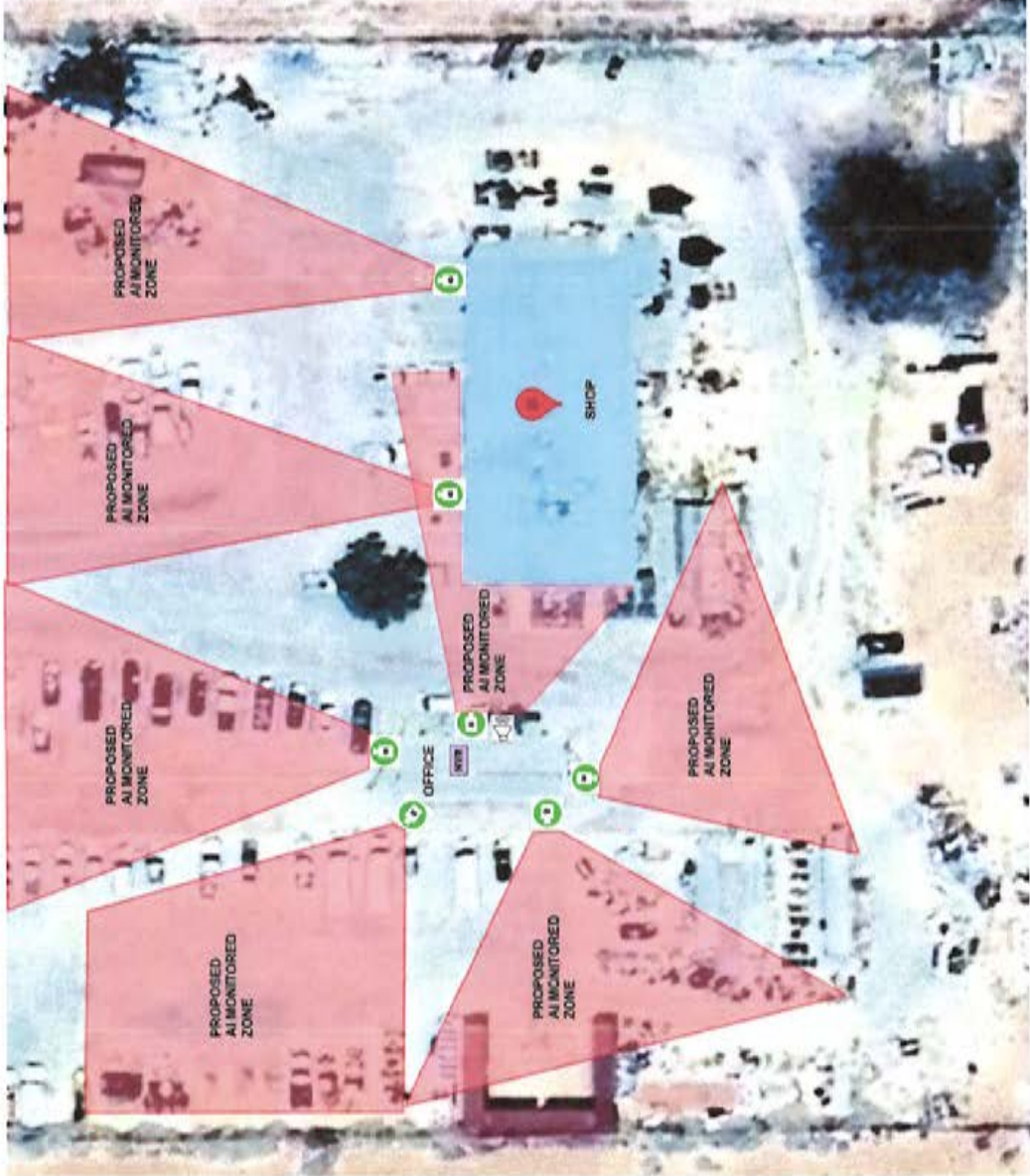
CITY OF CALIFORNIA CITY
 MAINTENANCE YARD
 7800 MOSS AVE.
 CALIFORNIA CITY, CA 93505



CCTV PLAN

VIDEO SURVEILLANCE

- NVR** Network Recorder
- DVR** Digital Recorder
- POE** POE Switch
- PS** Power Supply
- PP** Patch Panel
- 2** 2MP Camera
- 4** 4MP Camera
- 5** 5MP Camera
- 8** 8MP Camera
- 180°** 180° Camera
- 360°** 360° Camera
- MS** Multi-Sensor Camera
- MON** Monitor
- VIC** Video Intercom
- IC-MON** Intercom Monitor
- IP SPEAKER** IP SPEAKER



These proposed zones will be adjusted for effectiveness during installation to best protect desired areas.



COUNCIL AGENDA ITEM Item CB3

September 24, 2024

TO: Mayor and City Council

FROM: Leannndrea Weible, Park Coordinator

SUBJECT: Skate Park Design Concept Provided by American Ramp Company

BACKGROUND/ DISCUSSION:

During the July 23, 2024, Regular City Council Meeting, council gave direction to the Acting City Manager to enter a contract with American Ramp Company (ARC) to design and build the future skatepark not to exceed \$800,000.00. Additionally, a concept design by ARC was requested for review by council to be presented in the second meeting in September.

On August 8th, ARC hosted an official kickoff meeting with the city to discuss project goals and tasks that were to be completed over the next several months. A second meeting was held on August 12th, 2024, with city staff and the nonprofit organization Skate For Something to discuss design ideas. ARC received feedback from that meeting and on August 14, 2024, the city entered and finalized a contract.

The city was given a design concept on September 16th as agreed in the contract to present to the council for review at the September 24, 2024, meeting. Based on the review and response from Skate For Something and council, ARC will either finalize the design or make revisions accordingly.

Skate For Something would like to see the “sun” feature turned into a desert tortoise and the artificial turf changed to concrete that is painted green to mimic grass. There wasn’t time to provide an updated design with the requested changes before this meeting however, ARC is working on it. If there are no further delays due to design revisions, ARC is on schedule to break ground on the skatepark by December 1, 2024, with a final completion date no later than May 31, 2025.

FISCAL IMPACT:

Not to exceed \$800,000.00 from ARPA funds as outlined in the previously executed contract.

RECOMMENDATION:

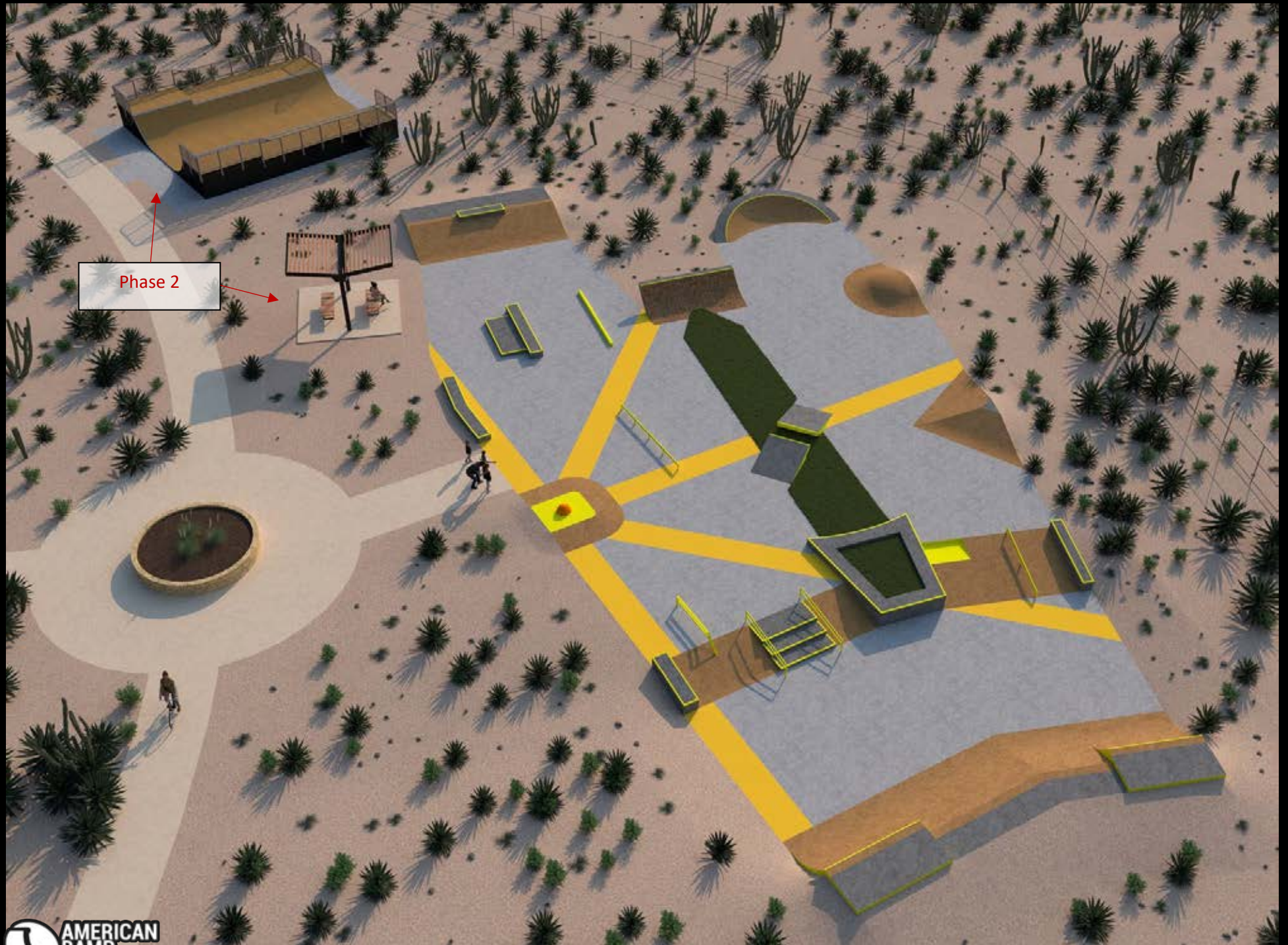
Staff Recommends that the City Council Approve the Presented Design Concept with the Minor Changes Requested by the Non-Profit Organization Known as “Skate For Something”.

ENVIRONMENTAL IMPACT:

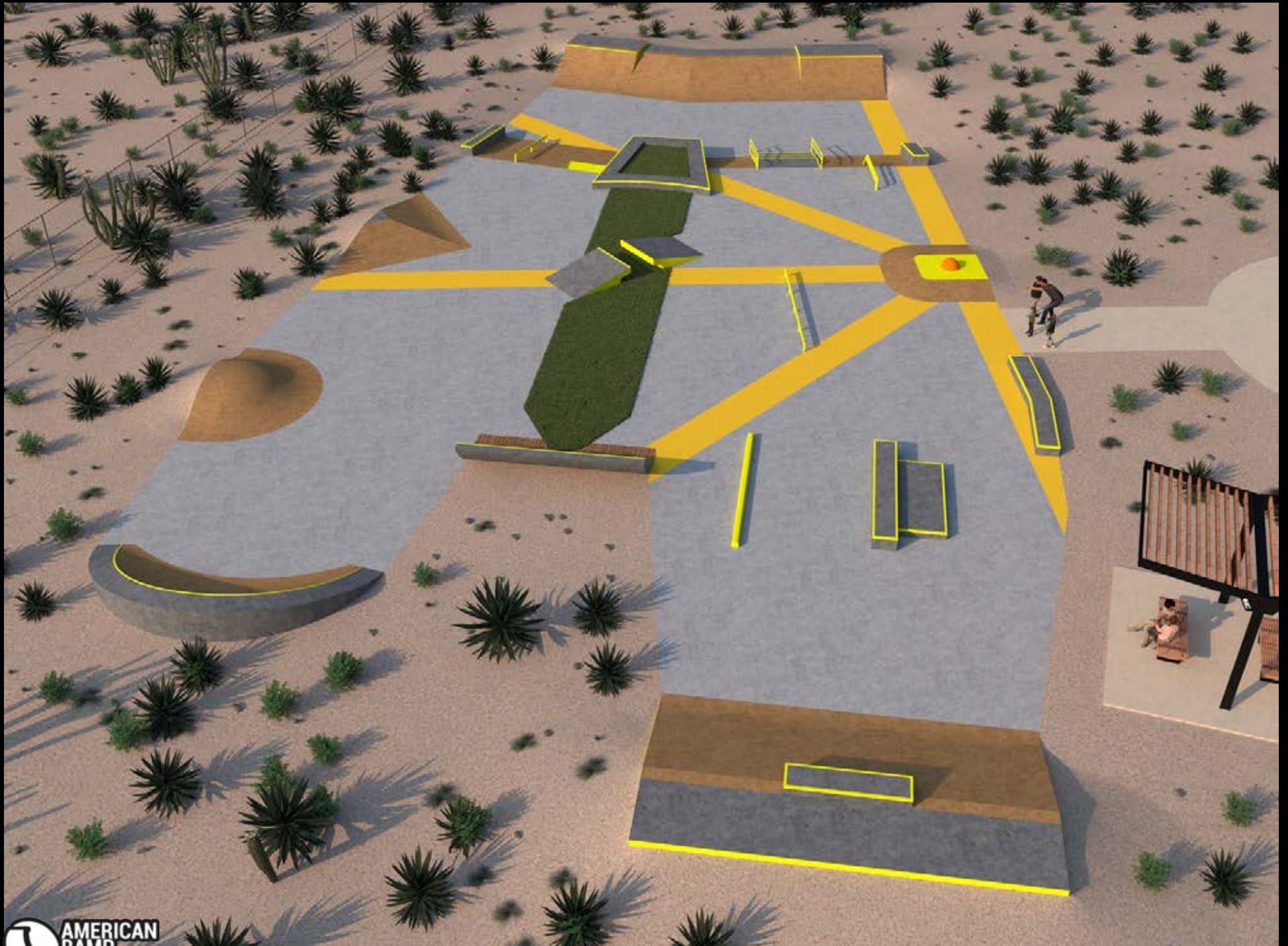
None

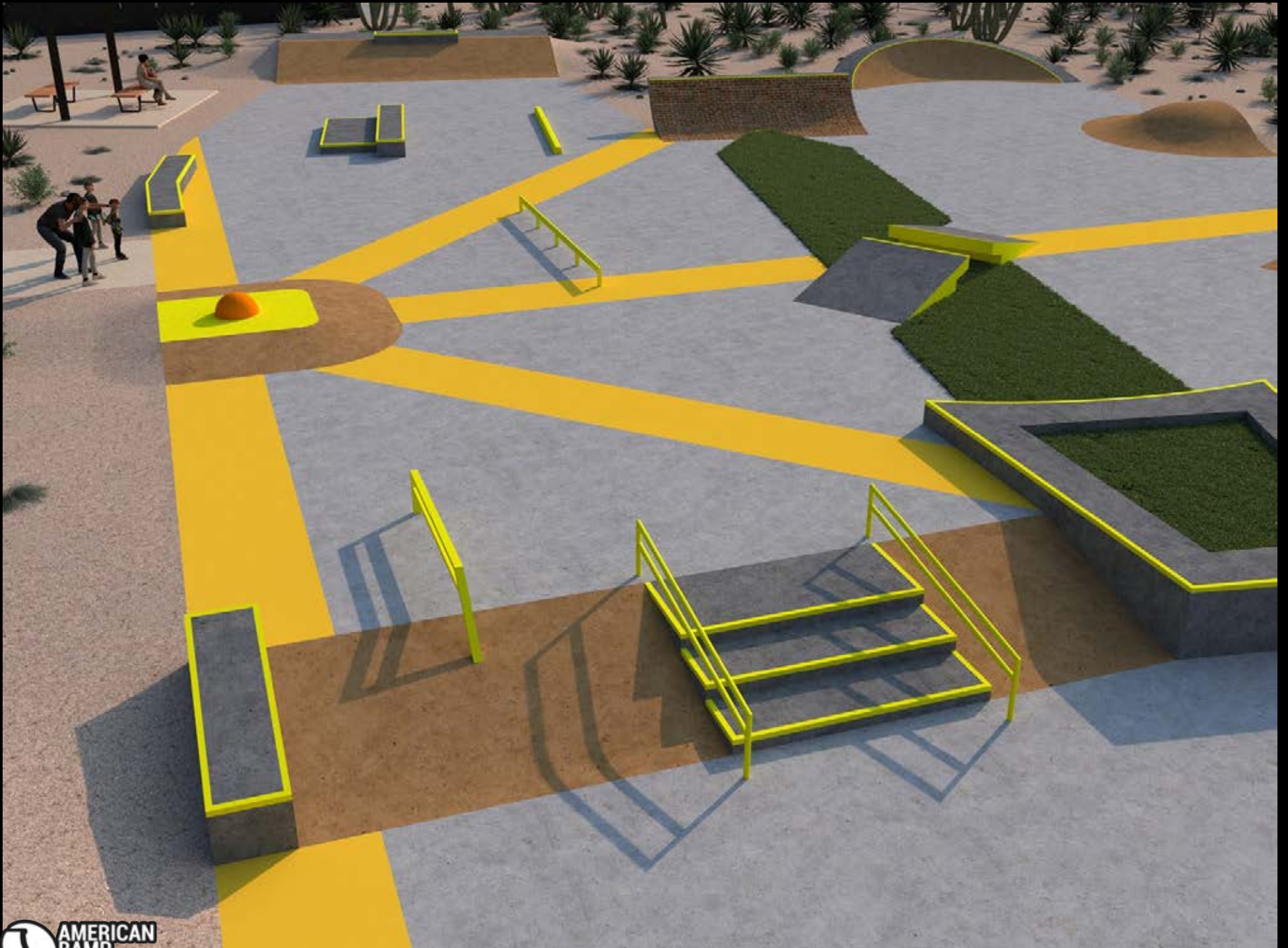
ATTACHMENTS:

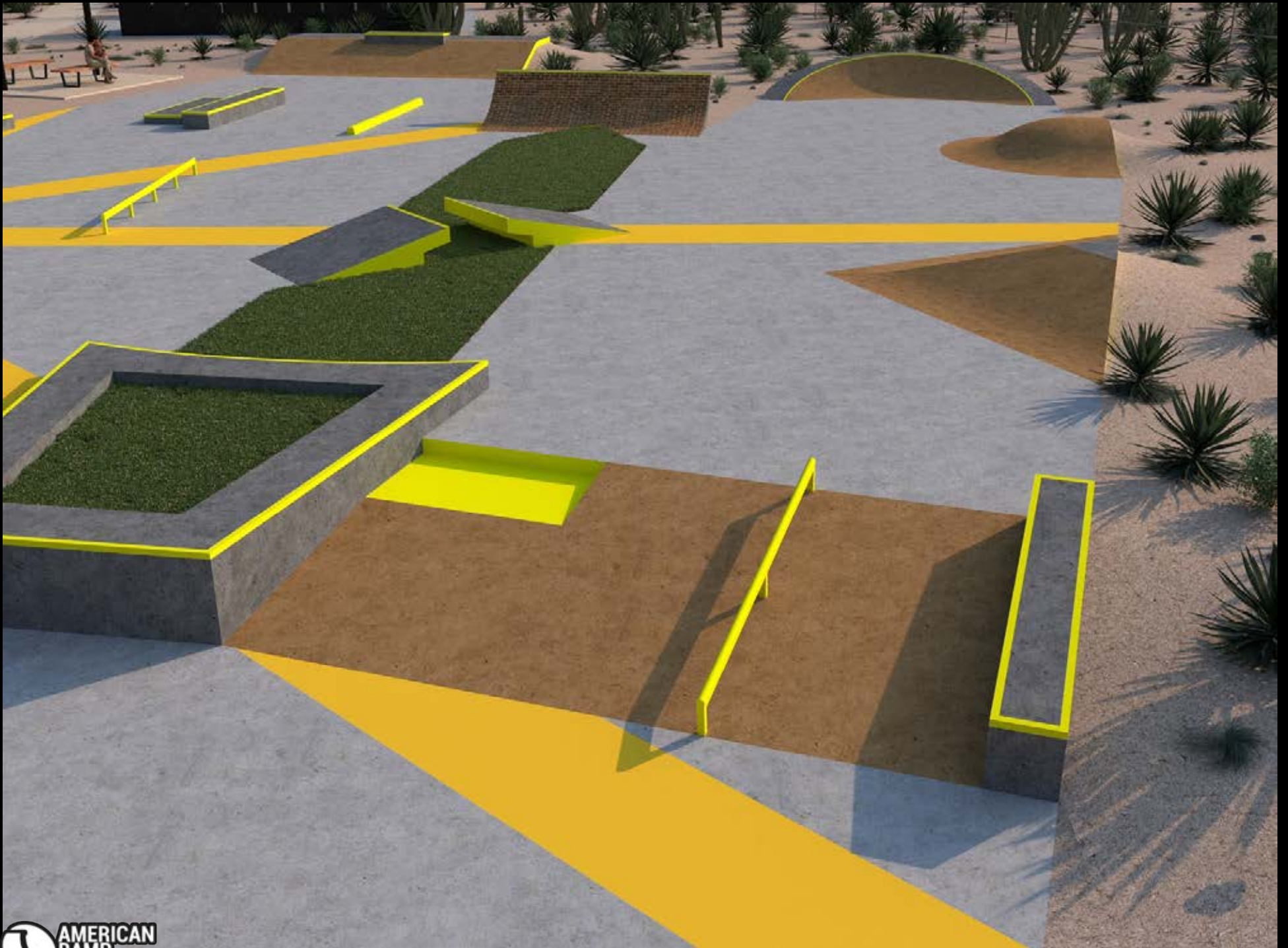
6-page Concept design as provided by ARC.

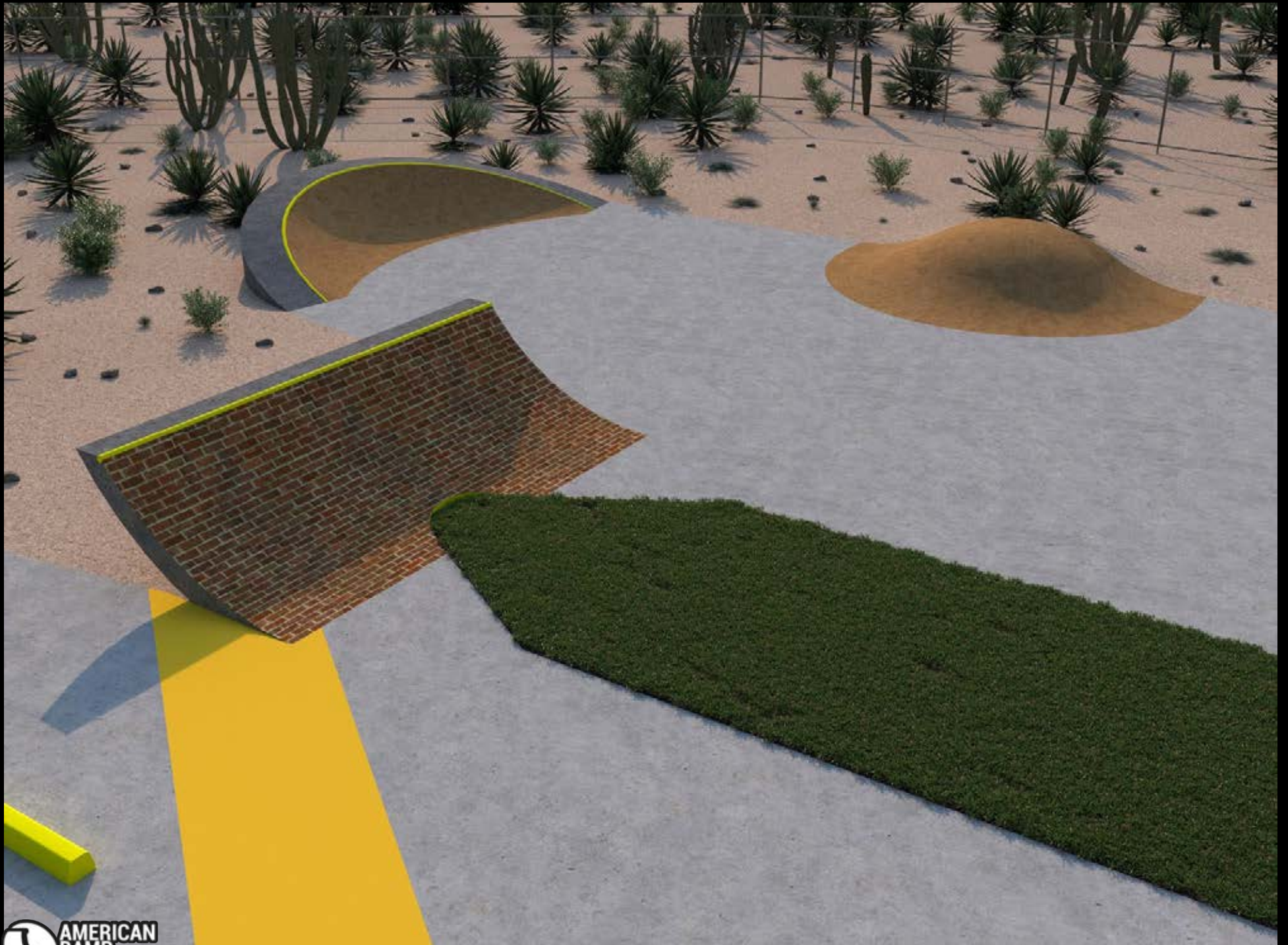


Phase 2













Item: NB1

COUNCIL AGENDA ITEM

September 24, 2024

TO: Mayor and City Council

FROM: Daryl A. Betancur, City Clerk

SUBJECT: DESIGNATION OF VOTING DELEGATES AND ALTERNATES

RECOMMENDATION:

1. Staff recommends that the City Council consistent with Cal Cities bylaws, a city's voting delegate and up to two alternatives must be designated by the City Council.

DISCUSSION:

Every year, the League of California Cities convenes a member-driven general assembly at the Cal Cities Annual Conference and Expo. The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on October 18, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official. The voting delegate selection names must be submitted through the online submission portal by Wednesday, September 25.

FISCAL IMPACT:

There is no fiscal impact associated with the City Council's action on this item.

ATTACHMENTS:

Council Action Advisement Letter



Council Action Advised by September 25, 2024

DATE: Wednesday, July 10, 2024

TO: Mayors, Council Members, City Clerks, and City Managers

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 16-18, 2024
Long Beach Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 18, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through [the online submission portal](#) by Wed., Sept. 25. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.



For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 25. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

How it works: Cal Cities Resolutions and the General Assembly

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).



Item No. NB2

COUNCIL AGENDA ITEM

September 24, 2024

TO: Mayor and City Council

FROM: Joe D. Barragan, Public Works Director

SUBJECT: Execution of Program Supplement Agreement No. F025 to Master Agreement No. 09-5399F15 for roadway rehabilitation – California City Blvd. Shoulder Paving from Baron Blvd. to maverick St. – CML – 5399 (034) of the Federally Funded Congestion Mitigation and Air Quality (CMAQ) project funding.

BACKGROUND/ DISCUSSION:

Through the Kern COG, the City of California City was allocated \$2,741,242 in Federal funds, \$289,493 for Preliminary Engineering and \$2,451,749 for Construction. These funds are being used for the construct of new 8-ft wide paved shoulders on both sides of California City Blvd. from Baron Blvd. to Maverick St., approximately 3.5-miles each way. See attached site map.

Caltrans is responsible for administering the funds and overseeing project delivery. The City entered into a Master Agreement 09-5399F15 for federally funded local transportation projects with Caltrans effective April 7, 2017. A Program Supplement Agreement has been sent by Caltrans to the City for the preliminary engineering phase of the aforementioned project. City Council authorization is required to authorize the City Manager and/or Public Works Director to sign and execute program supplement agreement No. F025 to Administering Agency-State Agreement for Federal-Aid Project No. 09-5399F15 before the City can be reimbursed for preliminary engineering work. Construction for this project is scheduled for the 2025/2026 federal fiscal year.

The Preliminary Engineering phase will include, but is not limited to, preliminary design and other activities and analyses, such as environmental assessments, topographic survey, geotechnical investigation, hydrologic and hydraulic analyses, utility coordination, general estimates of the types and quantities of materials, and other work needed to establish parameters for the final design.

FISCAL IMPACT:

The estimated cost for Preliminary Engineering is \$327,000.00. The Federal match is \$289,493.00 and the local match is \$37,507.00 for this project.

Finance Director to identify local funding source.

RECOMMENDATION:

Staff recommends that the City Council pass a resolution approving Program Supplement Agreement No. F025 for Project No. CML – 5399 (034) and authorize the City Manager and/or Public Works Director to sign and execute the agreement.

ENVIRONMENTAL IMPACT:

It is anticipated that the Project qualifies for a Class 1 CEQA Categorical Exemption (CE) for operation, repair, maintenance, or minor alteration of existing public or private structures, facilities if measures such as Desert Tortoise fencing, and biological monitoring are included in the project to reduce the potential for impacts to less than significant. For NEPA, the project may qualify under the Caltrans Categorical Exclusion Assignment.

The project requires NEPA/CEQA clearance and coordination with Caltrans. Our environmental consultant will complete CEQA Exemption/NEPA Categorical Exclusion (CE/CE) Form, Notice of Exemption, and Categorical Exclusion Checklist, which will be supported by biological and cultural resources surveys and reports. It is anticipated that environmental work efforts will be completed by December 2025.

ATTACHMENTS:

- A- Resolution
- B- Program Supplement Agreement No. F025
- C- Site Map

City Manager Approval (Initial): _____

City Attorney Approval (Initial): _____

Finance Manager Approval (Initial): _____

(Select Category)

Departmental Reports (DR) _____

Consent Calendar (CC) _____

City Manager Report (CMR) _____

Continued Business (CB) _____

New Business (NB) _____X_____

RESOLUTION NO. 24-3057

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY APPROVING PROGRAM SUPPLEMENT AGREEMENT NO. F025 TO ADMINISTERING AGENCY-STATE AGREEMENT FOR FEDERAL AID PROJECTS NO. 09-5399F15, FOR THE CALIFORNIA CITY BLVD. SHOULDER PAVING FROM BARON BLVD. TO MAVERICK ST. – CML – 5399 (034) PROJECT AND AUTHORIZING THE CITY MANAGER AND/OR PUBLIC WORKS DIRECTOR TO SIGN AND EXECUTE THE AGREEMENT

WHEREAS, The City of California City entered into a Master Agreement for Federally Funded Projects with the State effective 04/07/17 under agreement No. 09-5399F15; and

WHEREAS, Program Supplement Agreement No. F025 dated 08/30/2024 provides federal funds for the preliminary engineering of the California City Blvd. Shoulder Paving from Baron Blvd. to Maverick St. – CML – 5399 (034) Project; and

WHEREAS, the estimated cost for preliminary engineering is \$327,000.00 and the federally fund match for this phase per the agreement is \$289,493.00 and the local match is \$37,507.00; and

WHEREAS, the City Council of the City of California City agrees to the terms and conditions of the proposed supplemental agreement; and

NOW, THEREFORE, BE IT RESOLVED, DETERMINED, AND ORDERED BY THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY, CALIFORNIA AS FOLLOWS: THAT: the City Council of the City of California City, California does hereby approve Program Supplement Agreement No. F025 for Project No. CML - 5399 (034) and authorizes the City Manager and/or Public Works Director to sign and execute the agreement.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of California City, this 24th day of September 2024 by the following roll call vote:

Kelly Kulikoff,
Mayor

ATTEST:

APPROVED AS TO FORM:

Daryl A. Betancur, MPA, MMC
City Clerk

Victor M. Ponto,
City Attorney

CERTIFICATION

I, Daryl Betancur, City Clerk of the City of California City, California, hereby certify that the foregoing resolution was duly adopted at a meeting of the City Council of said City at its meeting held on the 24th of September 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of California City, California, this 24th day of September 2024.

Daryl A. Betancur, MPA, MMC
City Clerk



Item No. NB 3

COUNCIL AGENDA ITEM

September 23, 2024

TO: Mayor and City Council

FROM: Shannon Hayes, Acting Chief of Police

SUBJECT: Bulletproof Vests through Patrick Leahy Bulletproof Vest Partnership

BACKGROUND/ DISCUSSION:

The Bureau of Justice Assistance will reimburse up to \$11,700 to purchase Bulletproof vests through the Patrick Leahy Bulletproof Vest Partnership, a grant administered by the Department of Justice. This grant reimburses up to 50 percent of the cost of body armor vests purchased for law enforcement officers. First and foremost, a bulletproof vest offers unparalleled protection against firearm threats, significantly reducing the risk of fatal injuries in the event of an attack. The average life expectancy of these bulletproof vests is five (5) years, eleven (11) of our officers, including our newest officer, require a new vest.

FISCAL IMPACT: The requested amount of \$18,500.60 from GL 18-4212-451, FY 24/25 budget once approved by Council, of this cost, \$9,250.30 will be reimbursed by grant.

RECOMMENDATION:

Staff recommends the City Council approve the purchase of bulletproof vests from ProForce.

ENVIRONMENTAL IMPACT:

None

ATTACHMENTS:

- A. ProForce LE, quote
- B. LC Action Police Supply, quote

City Manager Approval (Initial): _____

City Attorney Approval (Initial): _____

Finance Manager Approval (Initial): _____

(Select Category)

Departmental Reports (DR) _____

Consent Calendar (CC) _____

City Manager Report (CMR) _____

Continued Business (CB) _____

New Business (NB) x

PROFORCE LAW ENFORCEMENT

2625 Stearman Drive, Ste A, Prescott, AZ 86301
Tel: 928-776-7182 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

ORDER

QUOTE# PAGE

694885 1

QUOTE

SHIP DATE

A.S.A.P.

SOLD
TO

CALIFORNIA CITY, CITY OF
21100 HACIENDA BLVD

CALIFORNIA CITY CA 93505

760-373-8210

SHIP
TO

CALIFORNIA CITY POLICE DEPT

21130 HACIENDA BLVD
CALIFORNIA CITY CA 93505

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N.A.	09/11/24	008546	AX	GREGG MCCLUNG	DR S-FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
11	1350430-M SBA HW68 L-IIIA A7 MALE PANEL SET	1,278.41	EA .00	14,062.51
11	1303560 SBA V1 SIDE OPEN AWS CARRIER COLOR:	289.77	EA .00	3,187.47
This quote is valid for 45 days from date of issue, pending credit approval, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending on the expiration date for updated pricing. Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders for each item will be necessary. Standard manufacturer's warranty applies to all department ProForce Law Enforcement agrees to defend, indemnify and hold harmless its customers from claims for personal injury or property damages, to the extent arising from the negligent acts or omissions of ProForce Law Enforcement or its employees, agents or independent contractors. ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to				

COMMENT

TERMS

PROFORCE
LAW ENFORCEMENT2625 Steerman Drive, Ste A, Prescott, AZ 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

O R D E R

QUOTE# PAGE

694885 2

Q U O T E

SHIP DATE

A.S.A.P.

SOLD
TOCALIFORNIA CITY, CITY OF
21100 HACIENDA BLVD

CALIFORNIA CITY CA 93505SHIP
TOCALIFORNIA CITY POLICE DEPT

21130 HACIENDA BLVD
CALIFORNIA CITY CA 93505

760-373-8210

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
N.A.	09/11/24	008546	AX	GREGG MCCLUNG	DR S-FOB ORIGIN	
QTY. ORDER	ITEM NO./DESC.		UNIT PRICE	UOM DISC.	NET PRICE	
	sales@proforceonline.com. For orders over \$5,000, a PO or signed quote is required to process the order.					
	Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items					
	IMPORTANT: To order from this quotation, please sign below.					
	Printed Name: _____					
	Date: _____			P.O.: _____		
	Signature: _____					
	COMMENT FOR ANA BEARDEN BY REGGIE JAMES		SALES AMOUNT		17,249.98	
	TERMS DUE NET 30 DAYS		7.250% SALES TAX		1,250.62	
			SUB TOTAL		18,500.60	

[illegible]



Item: NB4

COUNCIL AGENDA ITEM

September 24, 2024

TO: Mayor and City Council

FROM: Karin A. Schambeck, Deputy City Attorney

SUBJECT: AMEND MUNICIPAL CODE ARTICLE 24.5 – RESIDENTIAL TINY AND SMALL HOMES OVERLAY ZONE

RECOMMENDATION:

1. Staff recommends that the City Council discuss and consider the potential benefits of amending Article 24.5 – Residential Tiny and Small Homes Overlay Zone and adopt Ordinance No. 24-819 Amending Article 24.5. Specifically, the amendment would increase the garage size limitation to 800 square feet and include O/RA parcels of 10 acres or greater in the R-THO Overlay Zone District. *(First Reading and Introduction)*.

DISCUSSION:

Ordinance No. 20-779, adopted on August 11, 2020, established an overlay zone for tiny and small homes (the “R-THO Overlay Zone District”) within specified tracts in California City. This ordinance is codified as Article 24.5 of the Municipal Code.

However, the restriction of tiny homes to the R-THO Overlay Zone District and the limitation on garage size to 400 square feet have hindered development. To promote new home starts and larger housing projects, it is proposed that the R-THO overlay zone, currently limited to specific tracts identified in the Municipal Code, be expanded to include all parcels of Open Space/Residential Agricultural (“O/RA”) zoned property that are 10 acres or larger. This expansion would encourage infill development and prevent tiny homes from being built adjacent to standard-sized homes, where owners may prefer to avoid higher-density areas. It is also proposed that garage size be increased to a maximum size of 800 square feet in the R-THO Overlay Zone.

It is important that the benefits of tiny and small homes not be limited to tracts currently subject to the R-THO Overlay, especially given the need for more affordable housing in California City and the ample space available to meet these needs.

Comparison Chart: Current vs. Proposed Amendments to Article 24.5

Aspect	Current	Proposed
Garage Size Limitation	Maximum 400 square feet	Maximum 800 square feet
Eligible Parcel Size for R-THO Overlay Zone	Specific tracts only	Expanded to include parcels ≥ 10 acres in O/RA zones
Potential Impacts	- Limited new home starts - Restricted larger housing projects - Potential exclusion of some landowners from benefits	- Promotes infill development - Increases new home starts - Allows for larger housing projects - Broader access to affordable housing options

This chart provides a clear comparison of the current regulations versus the proposed amendments, highlighting the key changes and their potential impacts.

RECOMMENDATION:

Staff recommends that the City Council discuss and consider the potential benefits of amending Article 24.5 – Residential Tiny and Small Homes Overlay Zone and accordingly adopt Ordinance **No. 24-819** Amending Article 24.5 along with attached amendments to Article 24.5 of the Municipal Code. Specifically, the amendment would increase the garage size limitation to 800 square feet and include O/RA parcels of 10 acres or greater in the R-THO Overlay Zone District.

FISCAL IMPACT:

There is no fiscal impact to the General Fund associated with the approval and adoption of this resolution.

ATTACHMENTS:

1. Ordinance No. **24-819**
2. Redline Municipal Code Article 24.5 – “Residential Tiny and Small Homes Overlay Zone”
3. Clean Copy Municipal Code Article 24.5 – “Residential Tiny and Small Homes Overlay Zone”

ORDINANCE NO. 24-819

AN ORDINANCE OF THE CITY OF CALIFORNIA CITY, CALIFORNIA AMENDING ARTICLE 24.5 (RESIDENTIAL TINY AND SMALL HOMES OVERLAY ZONE) OF CHAPTER 2 (ZONING) OF TITLE 9 (LAND USE AND DEVELOPMENT) OF THE CITY OF CALIFORNIA CITY MUNICIPAL CODE

WHEREAS, Ordinance No. 20-779, adopted on August 11, 2020, established an overlay zone for tiny and small homes (the "R-THO Overlay Zone District") within specified tracts in California City ("City") which was codified as Article 24.5 of the California City Municipal Code ("CCMC"); and

WHEREAS, the restriction of tiny homes to the R-THO Overlay Zone District and the limitation on garage size to 400 square feet have hindered development within the City; and

WHEREAS, to promote new home starts and larger housing projects, the City desires to amend Article 24.5 to expand the R-THO Overlay Zone to include all parcels of Open Space/Residential Agricultural ("O/RA") property which are 10 acres or larger and to increase the garage size in the R-THO Overlay Zone to 800 square feet.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY
DOES HEREBY ORDAIN AS FOLLOWS:**

SECTION 1. RECITALS.

The City Council of the City of California City finds and declares that the Recitals set forth above are true and correct and are incorporated herein by this reference.

SECTION 2. AMENDMENT OF ARTICLE 24.5 (RESIDENTIAL TINY AND SMALL HOMES OVERLAY ZONE) OF CHAPTER 2 (ZONING) OF TITLE 9 (LAND USE AND DEVELOPMENT) OF THE CALIFORNIA CITY MUNICIPAL CODE

Article 24.5 of the City of California City Municipal Code is hereby amended to read as follows in Exhibit A with deletions marked in ~~strikethrough~~ and additions in underline.

SECTION 3. CALIFORNIA ENVIRONMENTAL QUALITY ACT.

The Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines, California Code of Regulations, Title 14, Chapter 3, Section 15061(b)(3) as the adoption of the ordinance will have no reasonable possibility that the project will have a significant effect on the environment. No further environmental review is necessary.

SECTION 4. SEVERABILITY.

If any chapter, subsection, subdivision, sentence, clause, phrase, or portion of this ordinance, is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision will not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance, and each Chapter, subsection, subdivision, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more Sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. EFFECTIVE DATE.

This ordinance shall take effect thirty (30) days after its passage by the City Council.

SECTION 6. CITY CLERK ACTION.

The City Clerk is authorized and directed to cause this Ordinance to be published within fifteen (15) days after its passage in a newspaper of general circulation and circulated within the City in accordance with Government Code Chapter 36933(a) or, to cause this Ordinance to be published in the manner required by law using the alternative summary and posting procedure authorized under Government Code Chapter 39633(c).

PASSED AND ADOPTED by the City Council of the City of California City on the 24th day of September 2024.

Kelly Kulikoff,
Mayor

APPROVED AS TO FORM:

ATTEST:

Victor M. Ponto,
City Attorney

Daryl A. Betancur, MPA, MMC
City Clerk

STATE OF CALIFORNIA)
COUNTY OF KERN)
CITY OF CALIFORNIA CITY)

I, Daryl Betancur, City Clerk of the City of California City, California, do hereby certify that the foregoing Ordinance **No. 24-819**, was introduced at a regular meeting of the City Council of the City of California City held on the 24th day of September, 2024, and was passed and adopted by the City Council of the City of California at a regular meeting held on the 8th day of October 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Daryl A. Betancur, MPA, MMC
City Clerk

ARTICLE 24.5. RESIDENTIAL TINY AND SMALL HOMES OVERLAY ZONE

Sec. 9-2.2450. Purpose.

The Residential Tiny and Small Homes (R-THO) Overlay Zone District is established to provide housing options in specified tracts within the City by permitting homes smaller in size than the current City minimum square footage of one thousand two hundred (1,200) square feet of living area, and shall be used for independent living quarters, designed as a permanent, year-round residence.

(Ord. No. 20-779 , § 2, 8-11-2020)

Sec. 9-2.2451. Location.

The Residential Tiny and Small Homes Overlay Zone shall include City Tract Numbers 2898, 2812 (only if no homes currently on the tract), 3151, 3198, 2223, 2630 and 2404. **The Overlay Zone shall also include parcels of land equal to or greater than ten (10) acres located in the Open Space/Agriculture (O/RA) Zone.**

(Ord. No. 20-779 , § 2, 8-11-2020)

Sec. 9-2.2452. Applicability of the R-THO Overlay Zoning District.

The provisions of this Article 24.5 apply to proposed land uses and development in addition to all other applicable requirements of this Zoning Code. If there is a conflict between the provisions of this Article and any other provision of this Zoning Code the specific provisions of this Article shall take precedence and control.

- (a) Mapping of overlay district. The applicability of this overlay zoning district to a specific site shall be shown on the City Zoning Map.
- (b) Allowed land uses, permit requirements, development standards. Except as may be otherwise provided by this Article:
 - (1) Any land use normally allowed in the primary zoning district by Title 9, Chapter 2 may be allowed within this overlay district, subject to any additional requirements of this overlay district;
 - (2) Development within the R-THO overlay district shall obtain the zoning approvals required by Title 9, Chapter 2 for the primary zoning district; and
 - (3) Development within this overlay district shall comply with all applicable development standards of the primary zoning district, all other applicable provisions of this Zoning Code, and the City's Design Guidelines for Small Homes.
 - (4) Small Homes and Tiny Homes shall substantially conform to the approved Small and Tiny Homes Design Guidelines, as amended from time to time.

(Ord. No. 20-779 , § 2, 8-11-2020)

Sec. 9-2.2453. Permitted Uses.

- (a) Tiny Home between 200 sq. ft to 500 sq. ft.

-
- (b) Smaller Home between 500 sq. ft. to 1,200 sq. ft.
 - (c) All uses permitted in the underlying zone.
- (Ord. No. 20-779 , § 2, 8-11-2020)

Sec. 9-2.2454. Conditional Uses.

- (a) All conditional uses permitted in the underlying zone.
- (b) Swimming Pools.
- (c) Community and recreation centers.
- (d) Parks.
- (e) Garages, Covered Parking Structures, and Accessory Buildings larger than **eight hundred (800)** S.F. in size. (Ord. No. 20-779 , § 2, 8-11-2020)

Sec. 9-2.2455. Site and Structure Requirements.

- (a) The minimum lot area in the R-THO District is six thousand (6,000) square feet.
- (b) Setbacks shall be the same as those of the underlying residential zone.
- (c) Garages, Covered Parking Structures, and Accessory Buildings shall be no larger than **eight hundred (800)** S.F. when constructed on a lot where the primary building is a Tiny Home or Small Home.
- (d) Tiny Homes and Smaller Homes shall be connected to water supply source, sewer/septic, and electric utilities or solar with battery backup.
- (e) Tiny Homes and Smaller Homes are not required to have covered parking.
- (f) Tiny Homes and Smaller Homes are required to have sprinklers and sufficient water supply for fire protection.
- (g) Mechanical equipment shall be incorporated into the structure and not located on the roof.
- (h) Tiny Homes and Smaller Homes must comply with all applicable State and Local Codes and Regulations.
- (i) For each dwelling unit, the occupant may keep for personal use not more than three (3) generally accepted household pets, such as dogs, cats, small caged birds, and rabbits. Such household pets shall be restrained from doing anything which may be or become an annoyance or nuisance to neighbors or to the neighborhood. No raising, breeding, boarding or kenneling of dogs, cats, small caged birds, or rabbits is permitted. Fish may be kept in aquariums without numerical limit. No bird cage or aviary shall be located outside the structures and within twenty (20) ft. from lot lines or within one hundred (100) feet of a place where food products are stored, manufactured or consumed by the public.
- (j) All Small Homes must be placed on a permanent foundation and all undercarriage, foundation system, and external elements below the finished floor shall be screened or constructed with architectural elements that complement the main structure.
- (k) Tiny Homes shall have a minimum of four (4) of the following design features:
 - (1) Upgraded entry feature, such as transom or side windows around an exterior door;
 - (2) Exterior accessories, such as permanent shutters, or fixed sunshade devices, or gutters/downspouts;
 - (3) Pitched roofline (4:12 pitch or steeper);
 - (4) Dormers;
 - (5) Premanufactured skylights;

-
- (6) Built-on porch or deck;
 - (7) Exterior residential light sconces or downcans; or
 - (8) Other features as otherwise approved by the City Planner.
 - (9) The provision of more than one (1) item within the same category of design features may be counted independently towards the overall minimum requirements (e.g., including both a sunshade and shutters).

(Ord. No. 20-779 , § 2, 8-11-2020)

Sec. 9-2.2456. Definitions.

- (a) "Tiny Home" - A residential structure between two hundred (200) to five hundred (500) square feet of living area under roof installed on a permanent foundation, intended for independent living quarters, designed as a permanent, year-round residence for one (1) household that meets these following conditions:
 - (1) Has at least one hundred fifty (150) square feet of first-floor interior living space;
 - (2) Materials used as an exterior wall covering shall as set forth in the Small and Tiny Homes Design Guidelines;
 - (3) Windows shall be at least double pane glass and labeled for building use, and shall include exterior trim;
 - (4) Insulation with values of at least R19 for the walls, R38 for ceilings, and R19 (for the floors if on a raised foundation).
- (b) "Small Home" - A residential structure larger than five hundred (500) square feet of living area under roof, however, less than one thousand two hundred (1,200) square feet installed on a permanent foundation, intended for independent living quarters, designed as a permanent, year-round residence for one (1) household that also meets the construction requirements set forth for Tiny Homes above.

(Ord. No. 20-779 , § 2, 8-11-2020)

ARTICLE 24.5. RESIDENTIAL TINY AND SMALL HOMES OVERLAY ZONE

Sec. 9-2.2450. Purpose.

The Residential Tiny and Small Homes (R-THO) Overlay Zone District is established to provide housing options in specified tracts within the City by permitting homes smaller in size than the current City minimum square footage of one thousand two hundred (1,200) square feet of living area, and shall be used for independent living quarters, designed as a permanent, year-round residence.

(Ord. No. 20-779 , § 2, 8-11-2020)

Sec. 9-2.2451. Location.

The Residential Tiny and Small Homes Overlay Zone shall include City Tract Numbers 2898, 2812 (only if no homes currently on the tract), 3151, 3198, 2223, 2630 and 2404. The Overlay Zone shall also include parcels of land equal to or greater than ten (10) acres located in the Open Space/Agriculture (O/RA) Zone.

(Ord. No. 20-779 , § 2, 8-11-2020)

Sec. 9-2.2452. Applicability of the R-THO Overlay Zoning District.

The provisions of this Article 24.5 apply to proposed land uses and development in addition to all other applicable requirements of this Zoning Code. If there is a conflict between the provisions of this Article and any other provision of this Zoning Code the specific provisions of this Article shall take precedence and control.

- (a) Mapping of overlay district. The applicability of this overlay zoning district to a specific site shall be shown on the City Zoning Map.
- (b) Allowed land uses, permit requirements, development standards. Except as may be otherwise provided by this Article:
 - (1) Any land use normally allowed in the primary zoning district by Title 9, Chapter 2 may be allowed within this overlay district, subject to any additional requirements of this overlay district;
 - (2) Development within the R-THO overlay district shall obtain the zoning approvals required by Title 9, Chapter 2 for the primary zoning district; and
 - (3) Development within this overlay district shall comply with all applicable development standards of the primary zoning district, all other applicable provisions of this Zoning Code, and the City's Design Guidelines for Small Homes.
 - (4) Small Homes and Tiny Homes shall substantially conform to the approved Small and Tiny Homes Design Guidelines, as amended from time to time.

(Ord. No. 20-779 , § 2, 8-11-2020)

Sec. 9-2.2453. Permitted Uses.

- (a) Tiny Home between 200 sq. ft to 500 sq. ft.

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- (b) Smaller Home between 500 sq. ft. to 1,200 sq. ft.
 - (c) All uses permitted in the underlying zone.
- (Ord. No. 20-779 , § 2, 8-11-2020)

Sec. 9-2.2454. Conditional Uses.

- (a) All conditional uses permitted in the underlying zone.
- (b) Swimming Pools.
- (c) Community and recreation centers.
- (d) Parks.
- (e) Garages, Covered Parking Structures, and Accessory Buildings larger than eight hundred (800) S.F. in size. (Ord. No. 20-779 , § 2, 8-11-2020)

Sec. 9-2.2455. Site and Structure Requirements.

- (a) The minimum lot area in the R-THO District is six thousand (6,000) square feet.
- (b) Setbacks shall be the same as those of the underlying residential zone.
- (c) Garages, Covered Parking Structures, and Accessory Buildings shall be no larger than eight hundred (800) S.F. when constructed on a lot where the primary building is a Tiny Home or Small Home.
- (d) Tiny Homes and Smaller Homes shall be connected to water supply source, sewer/septic, and electric utilities or solar with battery backup.
- (e) Tiny Homes and Smaller Homes are not required to have covered parking.
- (f) Tiny Homes and Smaller Homes are required to have sprinklers and sufficient water supply for fire protection.
- (g) Mechanical equipment shall be incorporated into the structure and not located on the roof.
- (h) Tiny Homes and Smaller Homes must comply with all applicable State and Local Codes and Regulations.
- (i) For each dwelling unit, the occupant may keep for personal use not more than three (3) generally accepted household pets, such as dogs, cats, small caged birds, and rabbits. Such household pets shall be restrained from doing anything which may be or become an annoyance or nuisance to neighbors or to the neighborhood. No raising, breeding, boarding or kenneling of dogs, cats, small caged birds, or rabbits is permitted. Fish may be kept in aquariums without numerical limit. No bird cage or aviary shall be located outside the structures and within twenty (20) ft. from lot lines or within one hundred (100) feet of a place where food products are stored, manufactured or consumed by the public.
- (j) All Small Homes must be placed on a permanent foundation and all undercarriage, foundation system, and external elements below the finished floor shall be screened or constructed with architectural elements that complement the main structure.
- (k) Tiny Homes shall have a minimum of four (4) of the following design features:
 - (1) Upgraded entry feature, such as transom or side windows around an exterior door;
 - (2) Exterior accessories, such as permanent shutters, or fixed sunshade devices, or gutters/downspouts;
 - (3) Pitched roofline (4:12 pitch or steeper);
 - (4) Dormers;
 - (5) Premanufactured skylights;

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- (6) Built-on porch or deck;
 - (7) Exterior residential light sconces or downcans; or
 - (8) Other features as otherwise approved by the City Planner.
 - (9) The provision of more than one (1) item within the same category of design features may be counted independently towards the overall minimum requirements (e.g., including both a sunshade and shutters).

(Ord. No. 20-779 , § 2, 8-11-2020)

Sec. 9-2.2456. Definitions.

- (a) "Tiny Home" - A residential structure between two hundred (200) to five hundred (500) square feet of living area under roof installed on a permanent foundation, intended for independent living quarters, designed as a permanent, year-round residence for one (1) household that meets these following conditions:
 - (1) Has at least one hundred fifty (150) square feet of first-floor interior living space;
 - (2) Materials used as an exterior wall covering shall as set forth in the Small and Tiny Homes Design Guidelines;
 - (3) Windows shall be at least double pane glass and labeled for building use, and shall include exterior trim;
 - (4) Insulation with values of at least R19 for the walls, R38 for ceilings, and R19 (for the floors if on a raised foundation).
- (b) "Small Home" - A residential structure larger than five hundred (500) square feet of living area under roof, however, less than one thousand two hundred (1,200) square feet installed on a permanent foundation, intended for independent living quarters, designed as a permanent, year-round residence for one (1) household that also meets the construction requirements set forth for Tiny Homes above.

(Ord. No. 20-779 , § 2, 8-11-2020)

Item NB5.



COUNCIL AGENDA ITEM

September 24, 2024

PREPARED BY: Latisha Lamberth, Acting City Manager

SUBJECT: Approve a Resolution Adopting a Preliminary Budget for Fiscal Year 2024 – 2025

BACKGROUND/DISCUSSION

As per State law, the City Council is required to approve a balanced budget before July 1st of each year. In light of this, I would like to propose that the Council adopts the balanced preliminary budget for the fiscal year 2024-2025. By adopting the preliminary budget, we can comply with the State requirement and continue to manage the city's affairs while the final budget for the fiscal year 2024-2025 is being finalized. This will also give us sufficient time to gather crucial information on both revenues and expenditures, which is essential in developing accurate projections for the final budget.

As you may recall, our team has been diligently working on creating a proposed final budget to be presented to the Council for approval by the end of October.

I am pleased to inform you that our staff has been dedicated and committed to this task. We have been carefully analyzing our financial data and forecasting the upcoming year's revenue and expenditures. Our goal is to create a comprehensive and well-informed budget that will effectively serve the needs of our community.

In light of this, I respectfully urge the Council to consider the discussions of a continuation of the preliminary budget for the fiscal year 2024-2025. By doing so, we will be able to continue serving our community's needs without any delay.

Our team is confident that the proposed budget will effectively allocate resources and funds to address the pressing issues and priorities of our community.

I understand the Council's responsibility in carefully reviewing and approving the budget. Rest assured that we are open to any further discussions or clarifications to ensure that the budget

aligns with the Council's goals and objectives. We value your guidance and support in this matter and are willing to work together towards a budget that will benefit our community.

FISCAL IMPACT

Continuation of FY 23/24 Budget.

RECOMMENDATION

Staff recommends that Council adopt the City Budget for FY 23/24 as the preliminary City Budget for FY 24/25.

ATTACHMENTS

RESOLUTION

COPY OF APPROVED CITY BUDGET FOR FY 23/24

RESOLUTION NO. 24-3060

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CALIFORNIA CITY, APPROVING INTERIM EXPENDITURES PRIOR TO ADOPTION OF THE OPERATING BUDGET FOR FISCAL YEAR 2024-2025

WHEREAS, State law requires that the City of California City adopt an annual budget representing a financial plan for conducting the affairs of the City of California City for the fiscal year beginning July 1, 2024, and ending June 30, 2025; and

WHEREAS, the City Council will be reviewing the fiscal year 2023-24, Operating Budget and Capital Improvements schedules subsequent to the October 31, 2024; and

WHEREAS, on January 23, 2024, the City Council adopted fiscal year 2023-2024 budget.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of California City hereby approves interim spending authority for the City of California City prior to the approval of the City of California City Operating Budget and Capital Improvements for Fiscal Year 2024-25 at the levels set by the City Operating and Capital Improvement Budget for 2023-2024, to allow payment of routine expenses including payroll and vendor expenses at prior year's level. This approval shall only be up through and including October 31, 2024, shall be the same as the Fiscal Year 23/24 Budget, and shall only be for that, which is needed for essential functions of the City, to be determined by the Acting City Manager.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of California City, this 24th day of September 2024.

Kelly Kulikoff,
Mayor

ATTEST:

APPROVED AS TO FORM:

Daryl A. Betancur, MPA, MMC

Victor M. Ponto,

CERTIFICATION

I, Daryl Betancur, City Clerk of the City of California City, California, hereby certify that the foregoing resolution was duly adopted at a meeting of the City Council of said City at its meeting held on the 24th of September, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of the City of California City, California, this 24th day of September 2024.

Daryl A. Betancur, MPA, MMC
City Clerk