



**NOTICE AND CALL
SPECIAL MEETING OF THE
LA PUENTE CITY COUNCIL AND
REGULAR MEETING OF
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
COUNCIL CHAMBERS
15900 EAST MAIN STREET, LA PUENTE
FEBRUARY 25, 2020
5:00 P.M. SPECIAL SESSION
7:00 P.M. REGULAR SESSION**

NOTICE IS HEREBY GIVEN that a Special Meeting of the City Council of the City of La Puente is hereby called to be held on Tuesday, February 25, 2020, commencing at 5:00 p.m., in City Council Chambers, 15900 E. Main Street, La Puente, CA 91744. The public will be provided an opportunity to provide public comment on the items listed on the agenda. The business to be discussed is as follows:

CALL TO ORDER

ROLL CALL

COUNCIL/AGENCY MEMBERS: Klinakis, Lewis, Holloway, Munoz and Solis

PLEDGE OF ALLEGIANCE

ORAL COMMUNICATIONS

Pursuant to Government Code Section 54954.3(a), you may only address the City Council concerning any item that has been described in the notice for the special meeting. Please complete the Request for Oral Presentation form and submit it to the City Clerk no later than prior to the conclusion of the first speaker's remarks. (Ordinance No. 06-843.)

SM-1 PRESENTATION AND UPDATE REGARDING LA PUENTE PARK

Staff Recommendation: It is recommended that the City Council: (1) receive and file the update; and (2) provide any necessary direction to staff regarding La Puente Park.

ORAL COMMENTS FROM COUNCIL

ORAL COMMENTS FROM STAFF

ADJOURNMENT

AVAILABILITY

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

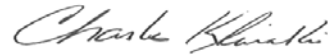
AMERICANS WITH DISABILITIES

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

MEETING TIMES

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

Dated: February 21, 2020



Charles Klinakis, Mayor

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF LA PUENTE)

AFFIDAVIT OF POSTING

I, Sheryl Garcia, City Clerk for the City of La Puente, hereby certify that a copy of the Notice and Call of a Special Meeting of the La Puente City Council, to be held on February 25, 2020, commencing at 5:00 p.m., was posted at La Puente City Hall, the La Puente Community Center and the Los Angeles County Library; and provided not less than twenty-four hours before the time of the meeting to the following:

Mayor Charlie Klinakis
Mayor Pro Tem Violeta Lewis
Council Member Dan Holloway

Council Member Valerie Munoz
Council Member John M. Solis
San Gabriel Valley Tribune

I declare under penalty of perjury that the foregoing is true and correct. Dated this 21st day of February, 2020.



Sheryl Garcia, CMC, CPM
City Clerk

7:00 P.M. REGULAR MEETING

CALL TO ORDER

ROLL CALL

COUNCIL/AGENCY MEMBERS: Klinakis, Lewis, Holloway, Munoz and Solis

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Introduction of LEAD Students Attending the City Council Meeting

Presentation by Los Angeles County Regarding the Proposed Puente Creek Bikeway and Greenway Project

ORAL COMMUNICATIONS

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

BOARDS/COMMISSION/COMMITTEE REPORTS

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

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

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS

A-1 READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETING OF FEBRUARY 11, 2020

Staff Recommendation: It is recommended that the City Council and Successor Agency waive the reading and approve the Minutes of the City Council and Successor Agency meeting of February 11, 2020.

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None

C. UNFINISHED BUSINESS OF THE CITY COUNCIL

C-1 CONSIDERATION OF A RESOLUTION RESCINDING RESOLUTION NO. 19-5493 AND AMENDING THE COMPREHENSIVE PERSONNEL SYSTEM FOR ESTABLISHING THE HOURLY RATES FOR PART-TIME EMPLOYEES

Staff Recommendation: It is recommended that the City Council: (1) adopt Resolution No. 20-5539 rescinding Resolution No. 20-5531 and approving authorized part-time positions and salary ranges for City employees; and (2) adopt Resolution No. 20-5540 amending the adopted Operating Budget for Fiscal Year 2019/20 in the amount of \$60,000.00.

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

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

D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT REGISTER NO. 1487

Staff Recommendation: It is recommended that the City Council and Successor Agency adopt Resolution No. 20-5541 approving Warrant Register No. 1487.

D-2 PRESENTATION OF JANUARY 2020 INVESTMENT REPORT

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

D-3 PRESENTATION OF JANUARY 2020 REQUISITION SUMMARY REPORT

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

D-4 SECOND READING OF AN ORDINANCE OF THE CITY OF LA PUENTE, CALIFORNIA, REPEALING CHAPTER 3.74 (SEX OFFENDER RESIDENCE RESTRICTIONS) OF TITLE 3 (PUBLIC SAFETY AND MORALS) OF THE LA PUENTE MUNICIPAL CODE IN ITS ENTIRETY

Staff Recommendation: It is recommended that the City Council adopt Ordinance No. 20-968, an Ordinance of the City of La Puente, California, Repealing Chapter 3.74 (Sex Offender Residence Restrictions) Of Title 3 (Public Safety And Morals) Of The La Puente Municipal Code In Its Entirety.

D-5 CONSIDERATION OF A RESOLUTION AUTHORIZING THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY TO ISSUE BONDS OR NOTES IN AN AMOUNT NOT TO EXCEED \$20,000,000 AND MAKE OR ACQUIRE MORTGAGE LOANS TO FINANCE THE DEVELOPMENT OF A MULTIFAMILY SENIOR RENTAL HOUSING PROJECT IN THE CITY OF LA PUENTE

Staff Recommendation: It is recommended that the City Council adopt Resolution No. 20-5542 authorizing the Los Angeles County Development Authority to issue bonds or notes in an amount not to exceed \$20,000,000 and make or acquire mortgage loans to finance the development of a multifamily senior rental housing project in the City.

D-6 CONSIDERATION OF A MAINTENANCE SERVICES AGREEMENT WITH BRIGHTVIEW TREE CARE SERVICES, INC. FOR STREET TREE TRIMMING AND URBAN FORESTRY SERVICES IN AN AMOUNT NOT TO EXCEED \$453,160.00

Staff Recommendation: It is recommended that the City Council: (1) approve the Maintenance Services Agreement with BrightView Tree Care Services, Inc. for street tree trimming and urban forestry services; and (2) authorize the City Manager to execute the agreement on behalf of the City.

D-7 CONSIDERATION OF AUTHORIZATION TO SOLICIT BIDS FOR NEIGHBORHOOD STREET IMPROVEMENTS ON VARIOUS CITY STREETS FY 19-20

Staff Recommendation: It is recommended that the City Council: (1) approve the plans and specifications for the construction of the Neighborhood Street Improvements on Various City Streets FY 19-20; and (2) authorize Staff to solicit for bids.

D-8 CONSIDERATION OF A PURCHASE ORDER CONTRACT WITH HOOTSUITE INC. FOR A SOCIAL MEDIA MANAGEMENT SYSTEM FOR A THREE YEAR TERM IN THE AMOUNT OF \$21,564

Staff Recommendation: It is recommended that the City Council: (1) approve a purchase order contract with Hootsuite Inc. for a social media management system for a 3-year term in the amount of \$21,564; and (2) authorize the City Manager to execute the purchase order on behalf of the City.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL – None

ADHOC COMMITTEE REPORTS

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

<u>NAME</u>	<u>MEMBERS</u>
1. Code Enforcement	Klinakis/Lewis
2. La Puente Park Master Plan and Youth Program Oversight	Munoz/Lewis
3. Military Banner Recognition Program	Munoz/Solis
4. Comprehensive Fee Schedule	Klinakis/Solis
5. Communications	Holloway/Lewis
6. Electronic Billboards	Klinakis/Holloway
7. Education and Puente Pride Commissions	Holloway/Solis
8. Park Ordinance Oversight	Klinakis/Lewis

AB 1234 REPORTS

ORAL COMMENTS FROM COUNCIL

ORAL COMMENTS FROM STAFF

ADJOURNMENT

AVAILABILITY

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MEETING TIMES

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CERTIFICATION

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

Dated this 21st day of February, 2020.



Sheryl Garcia, City Clerk

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
REGULAR MEETING OF
FEBRUARY 11, 2020

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

A Regular Meeting of the City Council of the City of La Puente was held in the Council Chambers of City Hall, 15900 East Main Street, La Puente, California, on Tuesday, February 11, 2020, at 7:00 p.m.

7:00 P.M. AGENDA
OPEN SESSION

CALL TO ORDER

Mayor Klinakis called the meeting to order at 7:00 p.m.

ROLL CALL

Members present: Klinakis, Lewis, Holloway, Munoz, Solis.

Members absent: None.

Staff members present: City Manager Bob Lindsey, City Attorney Jamie Casso, Director of Administrative Services Troy Grunklee, Director of Development Services John Di Mario, City Clerk Sheryl Garcia, Director of Community Services Roxanne Lerma, Principal Accountant Alex Merkel-Medina, Management Assistant Cece Dunlap and City Engineer William Pagett.

PLEDGE OF ALLEGIANCE

Isabella Perez, Sunset Elementary School Student, led the Pledge of Allegiance.

PRESENTATIONS

Isabella Perez, Sunset Elementary School Student, thanked City Council and Staff for hosting Youth in Government Day and spoke regarding students' participation in the Pennies for Patients program that collects money for combating blood cancer. She inquired on the City's mid-year budget, the City's plans for budget surplus, and the timeframe for the repair of Valley Boulevard.

Isaiah Lozano, Workman Elementary School Student, spoke regarding the school's robotics program that competed and won second place in a robotics competition, and stated that one of the teachers completed a mural of a sea turtle that focuses on ocean life. He further reported that their after school basketball program called ACES has won 4 championships in a row, and he stated that he is looking forward to the Mock City Council in March.

Director of Community Services Lerma, on behalf of the City Council, recognized and presented certificates of recognition to La Puente Jr. All American Cheer for their achievements at the JAMZ National Championship.

ORAL COMMUNICATIONS

Veronica Zamora expressed her concern regarding cars speeding on her street and inquired on the timeframe of the striping project on her street.

Marty Paz inquired regarding street parking on street sweeping days and expressed his concern with of code enforcement's ticketing process.

BOARDS/COMMISSION/COMMITTEE REPORTS

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY

A-1 READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS OF NOVEMBER 8, 2019 AND JANUARY 28, 2020

A motion was made by Mayor Pro Tem Lewis, seconded by Council Member Munoz, to waive the reading and approve the minutes of the City Council and Successor Agency meetings of November 8, 2019 and January 28, 2020. The motion carried by the following roll call vote:

AYES: Klinakis, Lewis, Holloway, Munoz, Solis
NOES: None
ABSTAIN: None
ABSENT: None

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None

C. UNFINISHED BUSINESS OF THE CITY COUNCIL

C-1 CONSIDERATION OF A RESOLUTION RESCINDING RESOLUTION NO. 19-5526 AND AMENDING THE COMPREHENSIVE PERSONNEL SYSTEM FOR FULL-TIME POSITIONS TO CHANGE ONE OF THE COMMUNITY SERVICE COORDINATORS POSITIONS TO A COMMUNITY SERVICE SUPERVISOR POSITION

Director of Administrative Services Grunklee provided a staff report regarding changing one of the community service coordinators positions to a community service supervisor position.

Discussion ensued regarding exempt and non-exempt supervisory positions.

A motion was made by Council Member Solis, seconded by Council Member Munoz, to adopt Resolution No. 20-5535 rescinding Resolution No. 19-5526 and approving authorized full-time positions and salary ranges. The motion carried by the following roll call vote:

AYES: Klinakis, Lewis, Holloway, Munoz, Solis
NOES: None
ABSTAIN: None
ABSENT: None

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

Council Member Solis pulled Item D-3 for further discussion.

A motion was made by Council Member Munoz, seconded by Mayor Klinakis, to approve Consent Calendar Items D-1, D-2, and D-4 through D-6. The motion carried by the following roll call vote:

AYES: Klinakis, Lewis, Holloway, Munoz, Solis
NOES: None
ABSTAIN: None
ABSENT: None

D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT REGISTER NO. 1486

Action taken: The City Council and Successor Agency adopted Resolution No. 20-5537 approving Warrant Register No. 1486.

D-2 CONSIDERATION OF A RESOLUTION ADOPTING BID PROTEST PROCEDURES FOR PUBLIC PROJECTS

Action taken: The City Council adopted Resolution No. 20-5538 adopting bid protest procedures for public projects.

D-3 CONSIDERATION OF A RESOLUTION RESCINDING RESOLUTION NO. 19-5493 AND AMENDING THE COMPREHENSIVE PERSONNEL SYSTEM FOR ESTABLISHING THE HOURLY RATES FOR PART-TIME EMPLOYEES

This item was pulled by Council Member Solis for further discussion. Mayor Klinakis requested to meet with City staff regarding this item.

Direction was provided to Staff to bring the item back at the next regularly scheduled City Council meeting.

D-4 CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO HARDY & HARPER, INC. FOR THE HACIENDA BOULEVARD INTERSECTION IMPROVEMENTS PROJECT IN THE AMOUNT OF \$92,211.00

Action taken: The City Council: (1) awarded the contract to Hardy & Harper Inc. in the amount of \$92,211; (2) authorized the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount; and (3) approved an additional allocation of \$12,500 in Prop C funds to cover the cost of the project.

D-5 CONSIDERATION OF CONTRACT CHANGE ORDER FOR THE VALLEY BOULEVARD SANITARY SEWER IMPROVEMENT AND PAVEMENT RESURFACING PROJECT IN THE AMOUNT OF \$171,000.00

Action taken: The City Council authorized the City Manager to execute a contract change order with Excel Paving Company in the amount of \$171,000.00.

D-6 PRESENTATION OF MID-YEAR GENERAL FUND BUDGET FOR FISCAL YEAR 2019-2020

Action taken: The City Council received and filed this report.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 INTRODUCTION AND CONSIDERATION OF AN ORDINANCE OF THE CITY OF LA PUENTE, CALIFORNIA, REPEALING CHAPTER 3.74 (SEX OFFENDER RESIDENCE RESTRICTIONS) OF TITLE 3 (PUBLIC SAFETY AND MORALS) OF THE LA PUENTE MUNICIPAL CODE IN ITS ENTIRETY

City Attorney Casso provided a staff report regarding the need to repeal the City's existing ordinance addressing residency restrictions for sex offenders.

Mayor Klinakis emphasized the urgency of having a legally compliant ordinance and provided direction to the City Attorney to bring back a draft ordinance at a future City Council meeting.

A motion was made by Mayor Klinakis, seconded by Council Member Munoz, to waive reading of Ordinance No. 20-968 and read by title only. The motion carried by the following roll call vote:

AYES:	Klinakis, Lewis, Holloway, Munoz, Solis
NOES:	None
ABSTAIN:	None
ABSENT:	None

City Attorney Casso read the title into the record.

A motion was made by Mayor Klinakis, seconded by Council Member Munoz, to introduce Ordinance No. 20-968, an Ordinance of the City of La Puente, California, Repealing Chapter 3.74 (Sex Offender Residence Restrictions) Of Title 3 (Public Safety And Morals) Of The La Puente Municipal Code In Its Entirety. The motion carried by the following roll call vote:

AYES:	Klinakis, Lewis, Holloway, Munoz, Solis
NOES:	None
ABSTAIN:	None
ABSENT:	None

AD HOC COMMITTEE REPORTS

Landscape and Lighting District: Nothing to report.

Code Enforcement: Nothing to report.

La Puente Park Master Plan and Youth Program Oversight: Mayor Pro Tem Lewis reported the ad hoc committee met with Little League Baseball regarding the impact to their program and the park construction. She noted a comprehensive update will be presented at a future City Council meeting.

Military Banner Recognition Program: Nothing to report.

Grant Writing: Nothing to report.

Traffic Sign Inventory and Revitalization: Nothing to report.

Noise Ordinance: Nothing to report.

Comprehensive Fee Schedule: Nothing to report.

Communications: Nothing to report.

Electronic Billboards: Nothing to report.

Education and Puente Pride Commissions: Nothing to report.

Park Ordinance Oversight: Nothing to report.

AB 1234 REPORTS – None.

ORAL COMMENTS FROM COUNCIL

Mayor Klinakis spoke regarding the passing of a former mayor of the City of Industry, Dave Perez.

Mayor Pro Tem Lewis spoke regarding T-Mobile's Little League grant program that assists families with youth sports registration fees.

ORAL COMMENTS FROM STAFF

City Manager Lindsey reported that weed eradication will begin at the La Puente Park on Monday, February 18, 2020 and signage in English and Spanish will be posted.

ADJOURNMENT

There being no further business before the City Council, Mayor Klinakis adjourned the meeting at 7:59 p.m.

Approved this 25th day of February, 2020.

Sheryl Garcia
City Clerk

Charlie Klinakis
Mayor/Chair



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: February 11, 2020

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: CONSIDERATION OF A RESOLUTION RESCINDING RESOLUTION NO. 19-5493 AND AMENDING THE COMPREHENSIVE PERSONNEL SYSTEM FOR ESTABLISHING THE HOURLY RATES FOR PART-TIME EMPLOYEES

BACKGROUND

The City of La Puente, on July 1st of each year, adopts salary resolutions for full-time and part-time employees to authorize positions and salary ranges to ensure adequate staffing for the fiscal year. On May 28, 2019 the City Council adopted Resolution No. 19-5493 establishing the authorized part-time positions and salary ranges for City employees.

On January 14, 2020, the City Council adopted Resolution No. 20-5531 and rescinded Resolution No. 19-5493. This was done to address the California minimum wage increase to \$13 an hour that was effective January 1, 2020.

DISCUSSION

As part of the Fiscal Year 2019-20 Budget, Council approved a full-time Assistant City Engineer position. In order to attract a wider variety of applicants, including retired annuitants from CalPERS, City staff is requesting to add a part-time Assistant City Engineer to the part-time salary resolution. If a part-time staff member was hired for this position, the full-time position would not be filled and vice-versa. By hiring someone on a part-time basis, this would lower the total yearly cost due to savings on benefits that a full-time employee would receive. Lastly, the part-time Assistant City Engineer would be designated for a special project of limited duration.

FISCAL IMPACT

The fiscal impact for the part-time Assistant City Engineer position is approximately \$60,000.00 per fiscal year which will be funded using the 2019A and 2019B bond proceeds.

RECOMMENDATION

It is recommended that the City Council: (1) adopt Resolution No. 20-5539 rescinding Resolution No. 20-5531 and approving authorized part-time positions and salary ranges for City employees; and (2) adopt Resolution No. 20-5540 amending the adopted Operating Budget for Fiscal Year 2019/20 in the amount of \$60,000.00.

ATTACHMENTS

Attachment "A": Assistant City Engineer (PT) job description
Attachment "B": Resolution No. 20-5539
Attachment "C": Resolution No. 20-5540



Assistant City Engineer (PT)

Department/Division:	Development Services/Public Works
Reports To:	Director of Development Services
Provides Direction To:	Not Applicable
FLSA Exemption Status:	Non-Exempt; Hourly
Date Prepared:	February 25, 2020

GENERAL PURPOSE

Under direction of the Director of Development Services or assigned designee, the Assistant City Engineer (PT) directs, manages, coordinates and supervises the Engineering Division and general office staff in the planning, design, construction and the maintenance of public works improvements, including the coordination and administration of contracts for Public Works purposes; coordinates assigned activities with other City departments and divisions and outside agencies; provides highly responsible and complex administrative support to the Director of Development Services; assists in the preparation of the department budget and capital improvement programs, acts as City Engineer and performs related duties as assigned.

DISTINGUISHING CHARACTERISTICS

The Assistant City Engineer (PT) is distinguished from the Assistant City Engineer in that the Assistant City Engineer has greater work planning, budgeting, administrative reporting functions, and coordination of contract services. Additionally, the Assistant City Engineer (PT) is designated for a special project of limited duration. The Assistant City Engineer (PT) is also certified as a registered Civil Engineer (P.E.) from the State of California.

ESSENTIAL FUNCTIONS

The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the class.

1. Manage large and complex public works, facilities and utilities infrastructure engineering projects; perform a broad range of advanced level professional engineering design duties; participate in the development and implementation of goals, objectives, policies, and procedures.
2. Delegate specific projects and tasks to engineering staff, assist in the preparation of the budget and Capital Improvement Programs for the Development Services Department.
3. Prepare and review engineering plans and specifications for the construction of streets, sewers, storm drains, structures, water distribution facilities, street lighting and traffic control facilities.

4. Responsible for administration of construction and professional services contracts, prepare plan layouts, details and drawings.
5. Prepare engineering calculations, monitor and evaluate the efficiency and effectiveness of service delivery methods and procedures.
6. Prepare and present staff reports and other necessary correspondence, meet with private developers and engineers to review private developments and related public works improvements for conformance to City standards and policies, resolve any problems related to these developments, ensure compliance with appropriate laws and guidelines.
7. Approve engineering plans and specifications, supervise the making and spreading of any assessments, oversee any special assessment districts, prepare cost estimates; supervise and direct lower level engineering personnel and general office staff in operation of all phases of public works responsibilities.
8. Secure grants, make presentations to business and community groups, City Commissions and City Council, and perform related duties as assigned
9. Determine scope of engineering projects; prepare requests for proposals and contracts for consulting services; review plans of consulting engineers and private contractors; make technical engineering decisions and establish technical criteria and standards; prepare plans and specifications related to assigned projects and calculate the quality, quantity and cost of materials; monitor the work of consultants; manage assigned capital improvement projects.
10. Negotiate right-of-way agreements, professional services agreements, and cooperative project agreements with other agencies; locate sources and obtain outside funding for public works projects.
11. Participate in professional organizations, as appropriate; attend staff meetings; participate in mandated training and staff development; represent the Department and give presentations at public meetings; respond to and meet with property owners, business owners, and the public.
12. Assist in resolving work problems and interpret administrative policies to subordinates, other departments, consultants, contractors and the public.
13. Provide information to the public; respond to and resolve citizen inquiries and complaints;
14. Coordinate with the construction inspection section to ensure conformance with contract plans, specifications and applicable codes; approve progress payments; approve change orders as needed;
15. Respond to requests for environmental reviews and; secure appropriate permits from regulatory agencies for assigned projects;

16. Prepare or direct the preparation of a variety of complex analytical, statistical and narrative reports and correspondence; and

17. Perform related duties as assigned.

QUALIFICATIONS GUIDELINES

Knowledge of:

Organization and management practices as applied to the analysis and evaluation of programs, policies and operational needs; municipal Public Works (planning, design and construction); principles and practices of civil and structural engineering; procedures and construction methods in Public Works projects; municipal budget and capital improvement preparation and administration; principals of supervision, training and performance evaluation; pertinent Federal, State and local laws, codes and regulations.

Ability to:

Manage, direct and coordinate the work of supervisory, professional and technical personnel; select, supervise, train and evaluate staff; analyze problems and identify alternative solutions, interpret and apply Federal, State, local policies, procedures, laws and regulations; communicate clearly, concisely, both orally and in writing; assist in the preparation of the department budget; prepare contract documents, plans and specifications and engineers estimates; supervise construction and professional services contracts; establish and maintain effective working relationships with those contacted in the course of work including a variety of City and governmental officials, community groups and the general public.

Education/Training/Experience:

Any combination equivalent to a Bachelor of Science Degree in Civil Engineering or related field and five (5) years of responsible professional experience in the design and construction of Public Works projects including three (3) years of supervisory experience.

Licenses, Certificates; Special Requirements:

Certification as a registered Civil Engineer (P.E.) from the State of California.

Valid Class C California driver's license, acceptable driving record, and proof of insurance in compliance with the City's Vehicle Insurance Policy standards.

Ability to work extended hours or serve on-call in order to respond to emergencies.

In accordance with California Government Code Section 3100, City of La Puente employees, in the event of a disaster, are considered disaster service workers and may be asked to protect the health, safety, lives, and property of the people of the State.

PHYSICAL AND MENTAL DEMANDS

The physical and mental demands described here are representative of those that must be met by employees to successfully perform the essential functions of this class. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Physical Demands

While performing the duties of this class, the employee is constantly required to sit, and occasionally to stand and walk. Finger dexterity and light grasping is required to handle, feel, or operate computer hardware and standard office equipment; and reach with hands and arms above and below shoulder level. The employee occasionally bends, stoops, lifts, and carries records and documents, typically weighing less than 20 pounds.

Sensory demands include the ability to see within normal range, talk, and hear, and use electronic touch keypads.

Mental Demands

While performing the duties of this class, the employee is regularly required to use oral and written communication skills; read and interpret data; thoroughly analyze and solve problems; exercise sound judgment in the absence of specific guidelines; use math and mathematical reasoning; establish priorities and work on multiple assignments and projects concurrently and meet changing deadlines given interruptions; and interact appropriately with staff, management, City officials, architects, developers, realtors, contractors, consultants, public and private representatives, and others in the course of work.

ENVIRONMENTAL ELEMENTS

The employee frequently works in office conditions with controlled temperature settings. The noise level is moderate, typically below 70 decibels.

The employee occasionally drives to project sites and meetings and is subject to traffic, variable weather conditions, and construction noise, and dust and debris.

RESOLUTION NO. 20-5539

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, RESCINDING RESOLUTION NO. 20-5531, AND AMENDING THE COMPREHENSIVE PERSONNEL SYSTEM AND ESTABLISHING AUTHORIZED PART-TIME POSITIONS AND HOURLY RATES FOR CITY EMPLOYEES

WHEREAS, the City Council wishes to amend and establish part-time positions and hourly rates for City employees for the 2019-2020 Fiscal year, effective February 11, 2020.

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

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

SECTION 2. Effective February 11, 2020, Resolution 20-5531 is hereby rescinded.

SECTION 3. Hourly part-time employees shall be compensated at a rate fixed per the following schedule:

Classified Positions (Part-Time) Non-Exempt	Hourly Rates Steps A - E
Management Intern	13.00 – 15.80
Community Services Leader	13.00 – 15.80
Community Services Specialist	15.05 – 18.29
Office Assistant	15.80 – 19.21
Parking Control Specialist	17.42 – 21.18
Maintenance Assistant	19.21 – 23.35
Office Specialist	20.17 – 24.51
Maintenance Worker	22.23 – 27.03
Code Enforcement Officer	25.74 – 31.29
Assistant City Engineer	48.53 – 58.99

SECTION 4. The activity level of part-time positions must fall within the amount appropriated by the City Council set each fiscal year.

SECTION 5. If any provision, clause, section or part of this Resolution is found to be unconstitutional, illegal or invalid, such finding shall affect only such provision, sentence, clause, section or part, and shall not affect or impair any of the remaining parts.

SECTION 6. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 25th day of February, 2020, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk

RESOLUTION NO. 20-5540

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA
PUENTE, CALIFORNIA, AMENDING THE ADOPTED
OPERATING BUDGET FOR FISCAL YEAR 2019/2020**

WHEREAS, on May 28, 2019, the City Council approved and adopted the Fiscal Year (“FY”) 2019-20 operating budget; and

WHEREAS, the City of La Puente has experienced various adjustments to changing conditions since the budget was adopted and needs to amend the budget to reflect these adjustments.

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

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

SECTION 2. The City of La Puente’s Operating Budget for Fiscal Year 2019-2020 is hereby amended to include an additional \$60,000.00 appropriation of funds for operating costs as follows:

AMOUNT	FUND	DESCRIPTION
\$30,000.00	405	Series 2019A Capital Project Fund (Measure M)
\$30,000.00	410	Series 2019B Capital Project Fund (Measure R)
\$60,000.00	TOTAL	

SECTION 3. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or its applicability to other persons or circumstances.

SECTION 4. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 25th day of February, 2020, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk

RESOLUTION NO. 20-5541

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE ALLOWING CERTAIN CLAIMS AND
DEMANDS IN THE AMOUNT OF \$969,180.83 (WARRANT
REGISTER 1487)**

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

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

APPROVED

EXAMINED

Bob Lindsey, City Manager

Troy Grunklee, CPA
Director of Administrative Services

SECTION 2: That the following claims and demands numbered 3068 through 3151 and Drafts numbered 00840 through 00846 and ACH number 164 through 166 have been audited as required by law and the same are hereby allowed in the amounts hereinafter set forth on the attached check registers.

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

Sheryl Garcia, City Clerk

PASSED, APPROVED AND ADOPTED this 25th day of February, 2020, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk



City of La Puente

Check Register Report By Payment Number

Payment Dates 02/03/2020 - 02142020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
164	2/14/2020 IS466768	ALTALANG LANGUAGE TESTING	ALTA LANGUAGE SERVICES, INC.	100-1135-53406	55.00 55.00
165	2/14/2020 5610191414 5610205454 5620028102	SIEIND 12/19 TS MTCE SVC REP LED BOARD-HACIENDA/NELSON 12/19 TS EMER CALL OUTS	SIEMENS INDUSTRY INC.	200-3120-53819 200-3120-53821 200-3120-53819	4,709.32 1,560.50 2,075.00 1,073.82
166	2/14/2020 62704 62738	TANKO 01/2020 ST LIGHT MTCE SVC LIGHT CONVERSION PROJECT-SUNSET/AMAR	TANKO LIGHTING	285-3330-53111 285-5522-59300	16,200.00 1,620.00 14,580.00
3068	2/7/2020 INV0004780	ARRALE REFUND-ANIMAL LIC OVERPAYMENT	ALEJANDRA ARROYO	100-42140	105.00 105.00
3069	2/7/2020 1QQH-XM3P-MF4K 1QQH-XM3P-MF4K	AMABUS CELL PHONE CASE CELL PHONE CASE	AMAZON CAPITAL SERVICES INC	100-2100-53012 100-3330-53012	51.56 39.60 11.96
3070	2/7/2020 0082587 0082907	BRYAN VOTING FLYERS BUSS CARDS-G WHITTEN	BRYAN PRESS	100-1120-53411 100-2130-53011	813.90 396.50 417.40
3071	2/7/2020 5008978203	CBEEQU 02/11-03/10 FACILITY COPIER LEASE	CELL BUSINESS EQUIPMENT	100-1150-53911	860.58 860.58
3072	2/7/2020 4460	CCAC CCAC MEMBERSHIP RENEWAL	CITY CLERK'S ASSOC OF CA	100-1120-53971	27.50 27.50
3073	2/7/2020 33618	CRAMER MARKETI... 1099/W2 FORMS	CRAMER MARKETING	100-1130-53011	260.11 260.11
3074	2/7/2020 107977	D&D 01/2020 ANIMAL DISPOSAL	D & D SERVICES, INC	100-2130-53111	225.00 225.00
3075	2/7/2020 INV0004769 INV0004770	EDISON 12/27-01/28 ELEC-14416 AMAR RD TC1 12/09-01/23 ELEC-13798 TEMPLE	EDISON CO	200-3120-53713 200-3120-53713	94.59 39.68 54.91
3076	2/7/2020 INV0004767 INV0004767	ENTFMT FORD 2020 SPECIAL SERVICE UNIT #238D4Z FORD 2020 SPECIAL SERVICE UNIT #238D5C	ENTERPRISE FLEET MANAGEMENT	270-3100-54484 270-3100-54484	79,640.38 39,820.19 39,820.19
3077	2/7/2020 INV0004773	FLOESP 01-02/2020 PYMT-BALLET/FOLKLORICO CLASS	ESPERANZA FLORES	100-4100-53111	1,305.22 1,305.22
3078	2/7/2020 INV0004772	ESTVEG REFUND-CITE#LP030008105/LP030008010	ESTELA VEGA	100-48900	10.00 10.00
3079	2/7/2020 INV0004768	GEOASS REFUND-BL#20981 OVERPAYMENT	GEOLOGIC ASSOCIATES	100-48900	54.00 54.00
3080	2/7/2020 INV0004777	GUEJC 01/2020 PYMT-JUDO CLASS	GUERREROS ATHLETIC FOUNDATION	100-4100-53111	951.16 951.16
3081	2/7/2020 INV0004778	HERHEC JPIA CONF REIM-HERNANDEZ	HECTOR HERNANDEZ	100-1135-53972	41.41 41.41

Check Register Report

Payment Dates: 02/03/2020 - 02142020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
3082	2/7/2020 INV0004779	ISAVIL SCHOLARSHIP REIM-VILLALOBOS	ISABELLA E VILLALOBOS	100-4140-53992	37.00 37.00
3083	2/7/2020 INV0004766	DIMJOH ICSC CONFERENCE REIM-DIMARIO	JOHN DIMARIO	100-3300-53972	62.50 62.50
3084	2/7/2020 INV0004765 INV0004765	LACANL 11/19 ANIMAL HOUSING 11/19 ANIMAL LICENSE FEE	LA CO ANIMAL CARE AND CONTROL	100-2130-53112 100-42140	6,710.63 6,834.63 -124.00
3085	2/7/2020 202046AL 202046AL 202208AL	LACSHF 12/19 LAW ENF SVC 12/19 LIABILITY INSURANCE 11/19 IDT-CRIME SUPPRSSION	LA CO SHERIFF'S DEPT	100-2100-53110 100-2100-53186 100-2100-53113	569,449.87 511,585.28 53,962.27 3,902.32
3086	2/7/2020 INV0004771	LACCLERK NOE FILING FEE-ORD#20-967 BLDG CODES	LAC COUNTY CLERK	100-3300-53411	75.00 75.00
3087	2/7/2020 105109	LACMTA 01/20 METRO MONTHLY SVCS	LAC METROPOLITAN TRANSPORTATION AUTHORITY	210-3130-53915	150.00 150.00
3088	2/7/2020 INV0004775	ODELIN 01/2020 PYMT-KNITTING CLASS	LINDA ODEGAARD	100-4100-53111	65.66 65.66
3089	2/7/2020 INV0004776	GOMPED 01/2020 PYMT-TAEKWANDO CLASS	PEDRO GOMEZ JR	100-4100-53111	327.60 327.60
3090	2/7/2020 1010123 1010760 1010945 1011083 1011269 1015727 1018905 1019454	QUINMO FUEL-VEHICLE FUEL-MTCE VEHICLE FUEL-TAHOE FUEL-VEHICLE FUEL-CE VEH FUEL-FORD FUSION FUEL-VEHICLE FUEL-MTCE VEHICLE	QUINTIN'S MOBIL	555-3150-53014 555-3150-53014 555-3150-53014 555-3150-53014 555-3150-53014 555-3150-53014 555-3150-53014 555-3150-53014	377.21 44.52 65.29 61.45 32.43 43.14 41.34 43.25 45.79
3091	2/7/2020 INV0004774	SERJUA 01-02/2020 PYMT-AZTEC CLASS	SERGIO JUAREZ UGALDE	100-4100-53111	11.76 11.76
3092	2/7/2020 581280	TRAFFI TRAFFIC CONTROL - HOLIDAY PARADE	TRAFFIC MANAGEMENT INC.	100-3100-53111	10,825.00 10,825.00
3093	2/7/2020 003-31365 003-31365 003-31365 003-31365 003-31366 00618645 00618646	WILENG 12/19 ST IMPR VARIOUS ST PROJ 12/19 ST IMPR VARIOUS ST PROJ 12/19 ST IMPR VARIOUS ST PROJ 12/19 ST IMPR VARIOUS ST PROJ 12/19 RIGHT OF WAY IMP-ELLIOT/AMAR 12/19 FAIRGROVE/UNRUH IMPROVMENT 12/19 HSIP CYCLE 8 DESIGN	WILLDAN ENGINEERING	202-5510-59210 203-5510-59210 205-5510-59210 215-5587-59210 215-5518-59300 400-5576-59210 203-5586-59210	30,693.65 9,895.21 1,493.62 1,493.62 5,787.75 8,999.00 2,044.00 980.45
3094	2/12/2020 INV0004821	SAFFAM BROWN SETTLEMENT - SEX OFFENDER	FAMILY SAFETY FOUNDATION	100-1110-53118	5,000.00 5,000.00
3095	2/14/2020 INV0004807	STADIS PR WITHOLDING ORDER	CALIFORNIA STATE DISBURSEMENT UNIT	100-20399	325.00 325.00
3096	2/14/2020 INV0004756 INV0004756 INV0004817 INV0004817	SEIUCO COPE FUND CONTRIBUTION COPE FUND CONTRIBUTION COPE FUND CONTRIBUTION COPE FUND CONTRIBUTION	COPE FUND	100-20380 260-20380 100-20380 260-20380	10.00 2.84 2.16 3.06 1.94

Check Register Report

Payment Dates: 02/03/2020 - 02/14/2020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
3097	2/14/2020	NATRS	NATIONWIDE RETIREMENT		120.00
	INV0004810	Employee Contribution		100-20340	111.03
	INV0004810	Employee Contribution		200-20340	0.87
	INV0004810	Employee Contribution		203-20340	0.87
	INV0004810	Employee Contribution		205-20340	0.87
	INV0004810	Employee Contribution		210-20340	0.87
	INV0004810	Employee Contribution		215-20340	0.87
	INV0004810	Employee Contribution		285-20340	4.62
3098	2/14/2020	SEIU	SEIU - LOCAL 721		759.98
	INV0004755	EMPLOYEE DUES		100-20380	260.71
	INV0004755	EMPLOYEE DUES		200-20380	19.08
	INV0004755	EMPLOYEE DUES		203-20380	3.18
	INV0004755	EMPLOYEE DUES		205-20380	3.18
	INV0004755	EMPLOYEE DUES		210-20380	27.16
	INV0004755	EMPLOYEE DUES		215-20380	3.18
	INV0004755	EMPLOYEE DUES		260-20380	19.77
	INV0004755	EMPLOYEE DUES		285-20380	43.73
	INV0004816	EMPLOYEE DUES		100-20380	248.69
	INV0004816	EMPLOYEE DUES		200-20380	39.18
	INV0004816	EMPLOYEE DUES		203-20380	2.95
	INV0004816	EMPLOYEE DUES		205-20380	2.95
	INV0004816	EMPLOYEE DUES		210-20380	25.68
	INV0004816	EMPLOYEE DUES		215-20380	2.95
	INV0004816	EMPLOYEE DUES		260-20380	18.36
	INV0004816	EMPLOYEE DUES		285-20380	39.23
3099	2/14/2020	USBANK	U.S BANK PARS ACCT# 6746022400		3,418.48
	INV0004814	PARS RETIREMENT		100-20340	2,057.14
	INV0004814	PARS RETIREMENT		200-20340	149.83
	INV0004814	PARS RETIREMENT		203-20340	78.66
	INV0004814	PARS RETIREMENT		205-20340	30.26
	INV0004814	PARS RETIREMENT		260-20340	723.19
	INV0004814	PARS RETIREMENT		285-20340	379.40
3100	2/14/2020	ICMARC	VANTAGEPOINT TRANSFER AGENTS-457		1,416.27
	INV0004808	EMPLOYEE LOAN REPYMT		100-20399	94.81
	INV0004808	EMPLOYEE LOAN REPYMT		200-20399	5.96
	INV0004808	EMPLOYEE LOAN REPYMT		203-20399	1.05
	INV0004808	EMPLOYEE LOAN REPYMT		205-20399	1.05
	INV0004808	EMPLOYEE LOAN REPYMT		210-20399	35.25
	INV0004808	EMPLOYEE LOAN REPYMT		215-20399	1.05
	INV0004808	EMPLOYEE LOAN REPYMT		260-20399	2.10
	INV0004809	EMPLOYEE CONTRIBUTIONS		100-20399	599.83
	INV0004809	EMPLOYEE CONTRIBUTIONS		200-20399	126.41
	INV0004809	EMPLOYEE CONTRIBUTIONS		203-20399	115.66
	INV0004809	EMPLOYEE CONTRIBUTIONS		205-20399	115.66
	INV0004809	EMPLOYEE CONTRIBUTIONS		210-20399	82.48
	INV0004809	EMPLOYEE CONTRIBUTIONS		215-20399	92.85
	INV0004809	EMPLOYEE CONTRIBUTIONS		260-20399	39.96
	INV0004809	EMPLOYEE CONTRIBUTIONS		285-20399	102.15
3101	2/14/2020	AIRGAS	AIRGAS USA LLC		122.42
	9097466882	TORCH FOR ASPHALT ST REPAIR		200-3120-53012	122.42
3102	2/14/2020	ARRSVCS	ARROW SERVICES INC		7,254.00
	513744	01/20 LP PARK PORTABLE RESTROOM		285-3330-53111	7,254.00
3103	2/14/2020	ATT	AT&T		1,230.40
	000014241808	12/28-01/27 PHONE-CC FIRE ALARM BK UP		100-4100-53715	19.23
	000014241809	12/28-01/27 PHONE-PRIMARY RATE		100-1150-53715	329.38

Check Register Report

Payment Dates: 02/03/2020 - 02/14/2020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	000014241811	12/28-01/27 PHONE-MTCE YARD ALARM		285-3330-53715	38.95
	000014241812	12/28-01/27 PHONE-CH FAX LINES		100-1150-53715	199.11
	000014241813	12/28-01/27 PHONE-CH LINE		100-1150-53715	605.45
	000014283610	01/06-02/05 PHONE-CH 911 LINE		100-1150-53715	19.14
	000014283611	01/06-02/05 PHONE-MTCE YARD LINE		285-3330-53715	19.14
3104	2/14/2020 INV0004822	BRAGRO MONUMENT SIGN	BRANDT GROUP, INC.	200-3120-53817	2,450.00 2,450.00
3105	2/14/2020 0082831	BRYAN BUSS CARDS-GALVAN	BRYAN PRESS	100-3300-53976	123.70 123.70
3106	2/14/2020 1383	CMRTA 2020 CMRTA MEMBERSHIP RENEWAL	CALIFORNIA MUNICIPAL REVENUE & TAX ASSOC (CMRTA)	100-1130-53971	100.00 100.00
3107	2/14/2020 46176	CALWST CC-TROUBLESHOOT LIGHTS	CALWEST LIGHTING SERVICES, INC.	285-3330-53813	189.97 189.97
3108	2/14/2020 INV0004781	CESHER TRAINING REIM-HERRERA	CESAR HERRERA	100-2110-53151	55.25 55.25
3109	2/14/2020 4042058894	CINTA 02/06 SC MAT RENTAL	CINTAS CORPORATION #693	100-4130-53012	198.94 198.94
3110	2/14/2020 8404457888 8404502854 9047602689 9050226231	CINTA RESTOCK FIRST AID SUPPLIES-ALL FACILITIES SR CTR AED LEASE MTCE DEPT AED LEASE 04/19 MTCE DEPT AED LEASE	CINTAS CORPORATION #693	100-1150-53011 100-1150-53011 100-1150-53011 100-1150-53011	2,214.91 1,005.60 992.00 108.41 108.90
3111	2/14/2020 48138	DAVBNG PLAYGROUND EQUIPMENT PARTS	DAVE BANG ASSOCIATES INC	100-3330-53811	507.31 507.31
3112	2/14/2020 433396	DEPTJ 01/2020 FINGERPRINT SVC (1)	DEPT OF JUSTICE-BUREAU	100-1135-53406	32.00 32.00
3113	2/14/2020 INV0004794 INV0004795 INV0004796 INV0004797 INV0004798 INV0004799 INV0004800 INV0004800 INV0004801 INV0004802 INV0004803 INV0004804 INV0004826	EDISON 01/02-01/31 ELEC - CITY HALL 01/02-01/31 ELEC - VARIOUS 01/02-01/31 ELEC - PARK SVC 01/01-01/31 ELEC - TRAFFIC CONTROL 01/01-02/01 ELEC - ST LIGHTS LS-2B 01/01-02/01 ELEC - ST LIGHTS LS-2B 01/01-02/01 ELEC - ST LIGHTS LS - 1 12/01-12/31 ELEC - ST LIGHTS LS-1 01/03-02/03 ELEC - 15250 TEMPLE AVE 01/03-02/03 ELEC - 14951 NELSON AVE 01/02-01/31 ELEC - COMM CTR 01/02-01/31 ELEC - SENIOR CTR 12/27-01/28 ELEC-YLAC	EDISON CO	100-1150-53712 200-3120-53713 285-3330-53712 200-3120-53713 200-3120-53713 285-3330-53712 285-3330-53712 285-3330-53712 200-3120-53713 200-3120-53713 100-4100-53712 100-4130-53712 100-4110-53712	44,966.11 2,197.58 2,908.08 823.08 1,071.84 1,691.99 9,503.40 12,646.41 11,233.21 44.73 113.73 894.07 634.72 1,203.27
3114	2/14/2020 6-914-38626	FEDEXP POSTAGE-LEGAL DOCUMENTS	FEDERAL EXPRESS CORP	100-1150-53211	33.85 33.85
3115	2/14/2020 SC528449	FERGUS 01/2020 SVC CHARGE	FERGUSON ENTERPRISES, INC.	285-3330-53822	2.13 2.13
3116	2/14/2020 42451 42505	FRANKL CH-DIAGNOSTIC SVC 01/20 CH A/C MTCE	FRANKLIN AIR CONDITIONING &	100-1150-53811 100-1150-53811	660.00 260.00 400.00
3117	2/14/2020 3494	HACLWN MTCE-SHOVEL	HACIENDA LAWNMOWER SHOP	100-3330-53012	32.94 32.94

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Payment Dates: 02/03/2020 - 02142020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
3118	2/14/2020 0027619-IN	HDLCC 01-03/2020 PROPERTY TAX SVC	HDL COREN & CONE	100-1130-53111	2,640.00 2,640.00
3119	2/14/2020 2974490 4274779 5973928 8624806 9974215 9974217 9974219 INV0004829	HMEDEP MTCE-GLOVES CAUTION TAPE/TOOLS STORAGE CONTAINERS SUPPLIES-ANIMAL CONTROL VEH CH-INDOOR PLANTS MTCE-TOOLS BAGS FOR ASPHALT TOOLS	HOME DEPOT CRC	100-3330-53012 100-3330-53012 100-3330-53012 100-2130-53011 285-3330-53814 100-3330-53012 200-3120-53817 100-3330-53012	1,746.02 392.89 37.37 51.36 78.59 124.66 87.47 875.95 97.73
3120	2/14/2020 55656	INHOFA REP-SPRAYER HOUSE	INDUSTRY HOSES & FASTNERS	100-3330-53811	25.36 25.36
3121	2/14/2020 103330 103491 103491	JCLBAR TRAFFIC SIGNS/BARRICADE LP HARDHAT STICKER ANIMAL CONTROL PARKING SIGN	JCL TRAFFIC	200-3120-53821 100-3330-53012 200-3120-53821	579.85 479.06 78.84 21.95
3122	2/14/2020 RE-PW-20011303170 RE-PW-20011303476	LACRD 12/19 IW LA PUENTE 12/19 TS MAINT DDG	LA CO DEPT PUBLIC WORKS	100-3110-53121 200-3120-53819	11,457.10 5,739.03 5,718.07
3123	2/14/2020 200476AL 200476AL 202207AL 202207AL	LACSHF 07/19 IDT-JAG GRANT 07/19 IDT-JAG GRANT ADJUSTMENT 10/18 IDT-CRIME SUPPRESSION	LA CO SHERIFF'S DEPT	100-2100-53183 245-2100-53978 100-2100-53113 100-2100-53113	21,081.79 6,697.06 10,172.00 -709.51 4,922.24
3124	2/14/2020 INV0004785 INV0004786 INV0004787 INV0004788 INV0004789 INV0004790 INV0004791 INV0004792 INV0004824 INV0004825	LPVCWD 11/08-01/17 WTR-CH MAIN 11/18-01/17 WTR-CH LANDSCAPE 11/18-01/17 WTR-N GLENDORA 11/18-01/17 WTR-N GLENDORA #1 11/18-01/17 WTR-116 N FIRST ST 11/18-01/17 WTR-S FIRST ST 11/18-01/17 WTR-S SECOND ST 11/18-01/17 WTR-S SECOND ST 11/18-01/17 WTR-TEMPLE AVE. 11/18-01/17 WTR-120 S FIRST ST	LA PUENTE VALLEY CO WATER	100-1150-53711 100-1150-53714 200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714 285-3330-53714 200-3120-53714	2,437.48 855.87 101.86 61.89 64.35 66.81 61.89 61.89 61.89 1,034.22 66.81
3125	2/14/2020 8974 8974 8974-1	LANWEST 01/20 SR LANDSCAPE SERVCIES 01/20 MEDIANS LANDSCAPE SERVCIES 01/2020 CH LANDSCAPE SVC	LANDSCAPE WEST MANAGEMENT SERVICES INC	100-4130-53814 200-3120-53814 285-3330-53814	7,657.91 168.48 5,408.74 2,080.69
3126	2/14/2020 34277	LOCKSP KEYS-NEW EMPLOYEES	LOCKS PLUS, INC	100-3330-53012	282.30 282.30
3127	2/14/2020 INV0004828	LATME RENEWAL SC DAILY NEWSPAPER	LOS ANGELES TIMES	100-4130-53961	176.80 176.80
3128	2/14/2020 214113	METLNK 01/20 METROLINK MONTHLY PASS	METROLINK	210-3130-53915	1,092.00 1,092.00
3129	2/14/2020 147059 147059	MONBRO COUNCIL NAME PLATES BRONZE PLAQUE YEAR	MONTCLAIR BRONZE INC	100-1100-53012 200-3120-53817	798.26 354.78 443.48
3130	2/14/2020 52299777	PRUDOV 10/18 CH MAT RENTAL	PRUDENTIAL OVERALL SUPPLY	100-1150-53813	523.02 87.17

Check Register Report

Payment Dates: 02/03/2020 - 02142020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	52303432	10/30 CH MAT RENTAL		100-1150-53813	87.17
	52307875	11/13 CH MAT RENTAL		100-1150-53813	87.17
	52312317	11/27 CH MAT RENTAL		100-1150-53813	87.17
	52316768	12/11 CH MAT RENTAL		100-1150-53813	87.17
	52321202	12/25 CH MAT RENTAL		100-1150-53813	87.17
3131	2/14/2020	QUINMO	QUINTIN'S MOBIL		57.49
	1014695	FUEL-CE VEH		555-3150-53014	57.49
3132	2/14/2020	RHF	R.H.F. INC		170.00
	74984	RECERTIFICATION SERIAL#PL24693		100-2100-53811	85.00
	74985	RECERTIFICATION SERIAL#LP18443		100-2100-53811	85.00
3133	2/14/2020	RESOUR	RESOURCE BUILDING MATERIALS		1,253.68
	2731723	WHEELBARROW TIRE		100-3330-53012	43.79
	2751070	SUPPLIES-PARK MASTER PLAN		285-3330-53822	307.69
	2751641	U CART CONCRETE 6 SACK		285-3330-53822	192.58
	2751642	U CARD CONCRETE 6 SACK		285-3330-53822	192.58
	2753015	FLOOR SCRAPER 14"		100-3330-53012	29.25
	2753016	SCOOP WASHED PLASTER SAND		285-3330-53822	121.55
	2753076	U CARD CONCRETE 6 SACK		285-3330-53822	173.66
	2753078	U CARD CONCRETE 6 SACK		285-3330-53822	192.58
3134	2/14/2020	CARRRI	RICARDO CARRILLO		85.43
	INV0004823	MTG SUPPLIES REFUND-CARRILLO		100-3330-53976	85.43
3135	2/14/2020	S&JSUP	S&J SUPPLY CO, INC.		2,289.01
	S100147836.001	IRRIGATION SUPPLIES-SPORT COMPLEX		285-3330-53822	2,289.01
3136	2/14/2020	SGVT	SAN GABRIEL VLY NEWSPAPER		264.09
	INV0004793	2020 CH NEWSPAPER RENEWAL		100-1110-53961	264.09
3137	2/14/2020	SMART	SMART & FINAL		45.37
	013026	COUNCIL SUPPLIES		100-1100-53976	45.37
3138	2/14/2020	SOCVOC	SOCIAL VOCATIONAL SERVICE, INC.		3,245.00
	58L1901-IN	12/19 BUS SHELTER MAINTENANCE		210-3130-53816	3,245.00
3139	2/14/2020	SGTRA	SOUTHLAND TRANSIT INC		42,697.48
	LP1219	12/19 DIAL A RIDE		210-3130-53916	9,558.79
	LP1219	12/19 LP LINK SVC		210-3130-53917	36,347.94
	LP1219	12/19 DIAL A RIDE FARE		210-46100	-43.25
	LP1219	12/19 LP LINK FARE		210-46105	-3,166.00
3140	2/14/2020	DANON	SPARKLETTS		126.43
	10303592 013020	02/20 CH WATER SVC		100-1150-53011	126.43
3141	2/14/2020	STANLE	STANLEY PEST CONTROL, INC.		165.00
	216293	01/2020 SNACK BAR PEST CONTROL		100-3330-53813	80.00
	216296	01/2020 ABBEY ST PEST CONTROL		200-3120-53814	85.00
3142	2/14/2020	SOSUBW	SUBURBAN WATER SYSTEMS		114.96
	18061172466	12/21-01/22 WTR-HACIENDA/MAPLEGROVE		200-3120-53714	114.96
3143	2/14/2020	TERLAC	TERRY LA CURAN & SON TRUCKING INC		566.90
	109635	LANDSCAPE DIRT		285-3330-53814	566.90
3144	2/14/2020	GASCO	THE GAS COMPANY		1,053.59
	INV0004782	01/06-02/04 GAS-PUBLIC WORKS		285-3330-53711	15.50
	INV0004783	01/06-02/06 GAS-CITY HALL		100-1150-53711	1,017.79
	INV0004784	01/06-02/04 GAS-PARK SVC		285-3330-53711	20.30
3145	2/14/2020	RIGMAN	THE RIG MAN		263.90
	3434	HOSE FOR SPRAYER		100-3330-53811	263.90

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Payment Dates: 02/03/2020 - 02/14/2020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
3146	2/14/2020	TIMEWA	TIME WARNER CABLE		396.14
	0029063020120	02/2020 CH INTERNET SVC		100-1150-53715	96.15
	039563012720	01/27-02/269 CH CABLE SVC		100-1150-53715	299.99
3147	2/14/2020	UNISUP	UNISON SUPPLY		253.93
	1-4297	CHAIN/BAR		100-3330-53012	65.59
	1-5250	WEED ABATEMENT SUPPLIES		200-3120-53814	188.34
3148	2/14/2020	CALMAT	Vulcan Materials Company		87.87
	72476425	ASPHALT-ST REPAIRS		200-3120-53817	87.87
3149	2/14/2020	WESCO	WEST COAST ARBORISTS INC		6,055.40
	153878	10/16-31 PKWY TREE MTCE		200-3120-53815	738.15
	155999	12/31 TREE REMOVAL-16021 ROWLAND		200-3120-53817	1,124.80
	156028	12/16-31 PKWY TREE MTCE		200-3120-53817	2,126.35
	156593	01/01-15 PKWY TREE MTCE		200-3120-53817	2,066.10
3150	2/14/2020	WILENG	WILLDAN ENGINEERING		8,817.50
	003-31345	12/19 TRAFFIC ENG-OLD VALLEY		100-3100-53111	480.00
	003-31346	12/19 RULE 20A INSPECTION		205-5574-59600	180.00
	003-31347	12/19 TRAC MAP 74920-134-145 1ST ST		100-48900	387.50
	00618678	12/19 LANDSCAPE PLAN REVIEW-POPEYES		100-3300-53111	270.00
	00713036	12/19 INTERIM ASST PLANNER SVC		100-3300-53111	7,500.00
3151	2/14/2020	ZUMIND	ZUMAR INDUSTRIES		16,007.31
	87062	ANCHOR		200-5583-59600	2,084.31
	87062	STREET BOLLARDS		200-5583-59600	13,923.00
DFT0000840	2/14/2020	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		10,150.12
	INV0004811	EMPLOYER CONTRIBUTION		100-20360	6,941.85
	INV0004811	EMPLOYER CONTRIBUTION		200-20360	662.91
	INV0004811	EMPLOYER CONTRIBUTION		203-20360	463.74
	INV0004811	EMPLOYER CONTRIBUTION		205-20360	396.39
	INV0004811	EMPLOYER CONTRIBUTION		210-20360	367.49
	INV0004811	EMPLOYER CONTRIBUTION		215-20360	165.03
	INV0004811	EMPLOYER CONTRIBUTION		260-20360	359.93
	INV0004811	EMPLOYER CONTRIBUTION		285-20360	792.78
DFT0000841	2/14/2020	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		6,967.73
	INV0004812	PERS- NEW EMPLOY CONTRB		100-20399	4,563.49
	INV0004812	PERS- NEW EMPLOY CONTRB		200-20399	479.64
	INV0004812	PERS- NEW EMPLOY CONTRB		203-20399	353.29
	INV0004812	PERS- NEW EMPLOY CONTRB		205-20399	313.40
	INV0004812	PERS- NEW EMPLOY CONTRB		210-20399	263.82
	INV0004812	PERS- NEW EMPLOY CONTRB		215-20399	154.12
	INV0004812	PERS- NEW EMPLOY CONTRB		260-20399	254.47
	INV0004812	PERS- NEW EMPLOY CONTRB		285-20399	585.50
DFT0000842	2/14/2020	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		725.48
	INV0004813	EMPLOYEE PORTION		100-20360	663.47
	INV0004813	EMPLOYEE PORTION		200-20360	15.50
	INV0004813	EMPLOYEE PORTION		210-20360	7.75
	INV0004813	EMPLOYEE PORTION		285-20360	38.76
DFT0000843	2/14/2020	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		34.00
	INV0004815	SURVIVORS LIFE INSURANCE		100-20350	24.99
	INV0004815	SURVIVORS LIFE INSURANCE		200-20350	1.92
	INV0004815	SURVIVORS LIFE INSURANCE		203-20350	1.21
	INV0004815	SURVIVORS LIFE INSURANCE		205-20350	1.05
	INV0004815	SURVIVORS LIFE INSURANCE		210-20350	1.08
	INV0004815	SURVIVORS LIFE INSURANCE		215-20350	0.36
	INV0004815	SURVIVORS LIFE INSURANCE		260-20350	1.00

Check Register Report

Payment Dates: 02/03/2020 - 02142020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0004815	SURVIVORS LIFE INSURANCE		285-20350	2.39
DFT0000844	2/14/2020	EMPLOY	EMPLOYMENT DEVELOPMENT DEPT		4,190.02
	INV0004818	STATE INCOME TAX		100-20310	2,831.50
	INV0004818	STATE INCOME TAX		200-20310	258.71
	INV0004818	STATE INCOME TAX		203-20310	169.88
	INV0004818	STATE INCOME TAX		205-20310	153.69
	INV0004818	STATE INCOME TAX		210-20310	119.11
	INV0004818	STATE INCOME TAX		215-20310	94.01
	INV0004818	STATE INCOME TAX		260-20310	174.86
	INV0004818	STATE INCOME TAX		285-20310	388.26
DFT0000845	2/14/2020	IRSPR	IRS PAYROLL TAX DEPOSIT		12,979.40
	INV0004819	FEDERAL WITHHOLDING		100-20300	8,880.63
	INV0004819	FEDERAL WITHHOLDING		200-20300	759.01
	INV0004819	FEDERAL WITHHOLDING		203-20300	510.83
	INV0004819	FEDERAL WITHHOLDING		205-20300	399.82
	INV0004819	FEDERAL WITHHOLDING		210-20300	326.70
	INV0004819	FEDERAL WITHHOLDING		215-20300	228.14
	INV0004819	FEDERAL WITHHOLDING		260-20300	766.63
	INV0004819	FEDERAL WITHHOLDING		285-20300	1,107.64
DFT0000846	2/14/2020	IRSPR	IRS PAYROLL TAX DEPOSIT		4,205.44
	INV0004820	MEDICARE TAX		100-20300	2,752.94
	INV0004820	MEDICARE TAX		200-20300	243.16
	INV0004820	MEDICARE TAX		203-20300	162.90
	INV0004820	MEDICARE TAX		205-20300	129.80
	INV0004820	MEDICARE TAX		210-20300	101.44
	INV0004820	MEDICARE TAX		215-20300	59.20
	INV0004820	MEDICARE TAX		260-20300	374.14
	INV0004820	MEDICARE TAX		285-20300	381.86
Grand Total:					969,180.83

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	671,575.11
200 - GAS TAX FUND	51,900.54
202 - RMRA (SB 1)	9,895.21
203 - MEASURE M FUND	4,338.29
205 - MEASURE R FUND	3,221.74
210 - PROP A FUND	48,543.31
215 - PROP C FUND	15,588.51
245 - JAG GRANT FUND	10,172.00
260 - CDBG PROGRAM FUND	2,738.51
270 - AIR QUALITY IMPROVEMENT FUND	79,640.38
285 - LIGHTING & LANDSCAPE MAINTENANCE	69,088.53
400 - CAPITAL PROJECTS FUND	2,044.00
555 - VEHICLE MAINTENANCE & REPLACEMENT FUND	434.70
Grand Total:	969,180.83

Account Summary

Account Number	Account Name	Payment Amount
100-1100-53012	Small Tools & Equipment	354.78
100-1100-53976	Special Departmental	45.37
100-1110-53118	Legal Fees - Litigation	5,000.00
100-1110-53961	Subscriptions & Publicati...	264.09
100-1120-53411	Printing & Publishing	396.50
100-1120-53971	Dues & Memberships	27.50
100-1130-53011	Operating Supplies	260.11
100-1130-53111	Contract Services - Private	2,640.00
100-1130-53971	Dues & Memberships	100.00
100-1135-53406	Recruitment Expenses	87.00
100-1135-53972	Conferences & Meetings	41.41
100-1150-53011	Operating Supplies	2,341.34
100-1150-53211	Postage & Mailing Services	33.85
100-1150-53711	Utility - Gas	1,873.66
100-1150-53712	Utility - Electricity	2,197.58
100-1150-53714	Utility - Water	101.86
100-1150-53715	Utility - Communications	1,549.22
100-1150-53811	Equipment Maintenance	660.00
100-1150-53813	Facility Maintenance	523.02
100-1150-53911	Equipment Lease/Rental	860.58
100-20300	FIT Payable	11,633.57
100-20310	SIT Payable	2,831.50
100-20340	PARS	2,168.17
100-20350	Group Insurance	24.99
100-20360	PERS	7,605.32
100-20380	Union Dues	515.30
100-20399	Other Payroll Deductions	5,583.13
100-2100-53012	Small Tools & Equipment	39.60
100-2100-53110	Contract Services - LA Sher..	511,585.28
100-2100-53113	Contract Services - Special...	8,115.05
100-2100-53183	Special Event Services	6,697.06
100-2100-53186	Liability Trust Fund	53,962.27
100-2100-53811	Equipment Maintenance	170.00
100-2110-53151	Education & Training	55.25
100-2130-53011	Operating Supplies	495.99
100-2130-53111	Contract Services - Private	225.00
100-2130-53112	Contract Services - Public	6,834.63
100-3100-53111	Contract Services - Private	11,305.00
100-3110-53121	Industrial Waste Inspecti...	5,739.03
100-3300-53111	Contract Services - Private	7,770.00

Account Summary

Account Number	Account Name	Payment Amount
100-3300-53411	Printing & Publishing	75.00
100-3300-53972	Conferences & Meetings	62.50
100-3300-53976	Special Departmental	123.70
100-3330-53012	Small Tools & Equipment	1,211.49
100-3330-53811	Equipment Maintenance	796.57
100-3330-53813	Facility Maintenance	80.00
100-3330-53976	Special Departmental	85.43
100-4100-53111	Contract Services - Private	2,661.40
100-4100-53712	Utility - Electricity	894.07
100-4100-53715	Utility - Communications	19.23
100-4110-53712	Utility - Electricity	1,203.27
100-4130-53012	Small Tools & Equipment	198.94
100-4130-53712	Utility - Electricity	634.72
100-4130-53814	Landscape Maintenance	168.48
100-4130-53961	Subscriptions & Publicati...	176.80
100-4140-53992	Scholarships	37.00
100-42140	Animal License Fees	-19.00
100-48900	Miscellaneous	451.50
200-20300	FIT Payable	1,002.17
200-20310	SIT Payable	258.71
200-20340	PARS	150.70
200-20350	Group Insurance	1.92
200-20360	PERS	678.41
200-20380	Union Dues	58.26
200-20399	Other Payroll Deductions	612.01
200-3120-53012	Small Tools & Equipment	122.42
200-3120-53713	Utility - Hwy Lights	5,924.96
200-3120-53714	Utility - Water	560.49
200-3120-53814	Landscape Maintenance	5,682.08
200-3120-53815	Parkway Tree Maintenan...	738.15
200-3120-53817	Street/Sidewalk Mainten...	9,174.55
200-3120-53819	Signal Maintenance	8,352.39
200-3120-53821	Traffic Markings/Signs	2,576.01
200-5583-59600	Other Services	16,007.31
202-5510-59210	Design Engineering	9,895.21
203-20300	FIT Payable	673.73
203-20310	SIT Payable	169.88
203-20340	PARS	79.53
203-20350	Group Insurance	1.21
203-20360	PERS	463.74
203-20380	Union Dues	6.13
203-20399	Other Payroll Deductions	470.00
203-5510-59210	Design Engineering	1,493.62
203-5586-59210	DESIGN ENGINEERING	980.45
205-20300	FIT Payable	529.62
205-20310	SIT Payable	153.69
205-20340	PARS	31.13
205-20350	Group Insurance	1.05
205-20360	PERS	396.39
205-20380	Union Dues	6.13
205-20399	Other Payroll Deductions	430.11
205-5510-59210	Design Engineering	1,493.62
205-5574-59600	Other Services	180.00
210-20300	FIT Payable	428.14
210-20310	SIT Payable	119.11
210-20340	PARS	0.87
210-20350	Group Insurance	1.08
210-20360	PERS	375.24

Account Summary

Account Number	Account Name	Payment Amount
210-20380	Union Dues	52.84
210-20399	Other Payroll Deductions	381.55
210-3130-53816	Bus Shelter Maintenance	3,245.00
210-3130-53915	Public Transit Subsidy	1,242.00
210-3130-53916	Dial-A-Ride Services	9,558.79
210-3130-53917	Fixed Route Shuttle	36,347.94
210-46100	Dial-A-Ride Fares	-43.25
210-46105	Shuttle Fares	-3,166.00
215-20300	FIT Payable	287.34
215-20310	SIT Payable	94.01
215-20340	PARS	0.87
215-20350	Group Insurance	0.36
215-20360	PERS	165.03
215-20380	Union Dues	6.13
215-20399	Other Payroll Deductions	248.02
215-5518-59300	Construction Costs	8,999.00
215-5587-59210	Design Engineering	5,787.75
245-2100-53978	Special Programs	10,172.00
260-20300	FIT Payable	1,140.77
260-20310	SIT Payable	174.86
260-20340	PARS	723.19
260-20350	Group Insurance	1.00
260-20360	PERS	359.93
260-20380	Union Dues	42.23
260-20399	Other Payroll Deductions	296.53
270-3100-54484	Vehicle Purchase	79,640.38
285-20300	FIT Payable	1,489.50
285-20310	SIT Payable	388.26
285-20340	PARS	384.02
285-20350	Group Insurance	2.39
285-20360	PERS	831.54
285-20380	Union Dues	82.96
285-20399	Other Payroll Deductions	687.65
285-3330-53111	Contract Services - Private	8,874.00
285-3330-53711	Utility - Gas	35.80
285-3330-53712	Utility - Electricity	34,206.10
285-3330-53714	Utility - Water	1,034.22
285-3330-53715	Utility - Communications	58.09
285-3330-53813	Facility Maintenance	189.97
285-3330-53814	Landscape Maintenance	2,772.25
285-3330-53822	Park Maintenance & Repa...	3,471.78
285-5522-59300	Construction Costs	14,580.00
400-5576-59210	Design Engineering	2,044.00
555-3150-53014	Fuel	434.70
Grand Total:		969,180.83

Project Account Summary

Project Account Key	Payment Amount
None	957,888.15
69420E	11,292.68
Grand Total:	969,180.83



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: February 25, 2020

From: Bob Lindsey, City Manager

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

SUBJECT: PRESENTATION OF JANUARY 2020 INVESTMENT REPORT

BACKGROUND

This report presents the City's investment portfolio for the month ending January 31, 2020. It has been prepared to comply with regulations contained in California Government Code Section 53600 and the Statement of Investment Policy approved by City Council on June 25, 2019.

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

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

DISCUSSION

The Investment Report for the City as of January 31, 2020 is attached for your review.

The investment activity for January 2020 is summarized in the table below:

Action	Instrument	Settlement Date	Interest Rate	Maturity Date	Face Value
Purchase	Certificate of Deposit – BMO Harris Bank NA	01/06/2020	2.00%	01/30/2024	\$248,000
Purchase	Government Obligation – Federal Home Loan Mortgage Corp.	01/21/2020	1.75%	01/17/2025	\$250,000
Purchase	Government Obligation – Federal Home Loan Mortgage Corp.	01/29/2020	1.875%	01/29/2025	\$250,000
Sale	Certificate of Deposit – Coastal Community Teachers Credit Union	01/17/2020	2.50%	07/16/2024	\$249,000

FISCAL IMPACT

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

SUMMARY

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

RECOMMENDATION

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

ATTACHMENTS

Attachment “A”: Investment Report
Attachment “B”: Certificates of Deposit
Attachment “C”: Corporate Bonds
Attachment “D”: Municipal Bonds
Attachment “E”: Charts

Cash and Investment Report
January 31, 2020

Investment Type	Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Market Valuation
Local Agency Investment Fund	State of California			1.967%	\$ 9,636,579	\$ 9,636,579	\$ 9,653,638	LAIF
Government Obligations								
U.S. Agency Security	FFCB	07/16/18	10/16/20	2.625%	250,000	250,000	251,923	Stifel
U.S. Agency Security	FFCB	07/14/16	07/14/21	1.480%	250,000	250,000	250,000	Stifel
U.S. Agency Security	FFCB	01/16/19	01/26/21	3.000%	250,000	253,437	253,648	Multi-Bank
U.S. Agency Security	FFCB	09/20/19	08/28/23	1.920%	250,000	249,833	250,410	Stifel
U.S. Agency Security	FFCB	06/07/19	06/13/24	1.950%	250,000	249,712	255,105	Stifel
U.S. Agency Security	FFCB	12/18/19	12/27/22	1.830%	250,000	250,000	250,078	Stifel
U.S. Agency Security	FFCB	12/18/19	06/03/24	1.940%	250,000	250,216	250,080	Stifel
U.S. Agency Security	FFCB	06/12/19	06/21/24	2.220%	250,000	250,000	252,655	Stifel
U.S. Agency Security	FFCB	10/10/19	10/15/24	1.920%	250,000	249,915	250,348	Stifel
U.S. Agency Security	FFCB	07/11/19	07/08/24	2.230%	250,000	250,074	250,523	Stifel
U.S. Agency Security	FHLB	01/23/19	02/11/20	2.125%	250,000	251,244	250,020	Stifel
U.S. Agency Security	FHLB	04/26/16	10/26/20	1.550%	250,000	250,000	250,000	Stifel
U.S. Agency Security	FHLB	02/26/16	02/26/21	1.690%	30,000	30,000	29,904	Stifel
U.S. Agency Security	FHLB	04/13/16	04/13/21	1.480%	250,000	249,125	250,000	Stifel
U.S. Agency Security	FHLB	09/30/16	09/30/21	1.625%	250,000	250,000	250,060	Stifel
U.S. Agency Security	FHLB-SU	10/28/16	10/28/21	1.000%	250,000	249,750	249,920	Stifel
U.S. Agency Security	FHLMC	07/27/16	07/27/21	1.450%	250,000	249,750	249,240	Stifel
U.S. Agency Security	FHLMC	11/04/19	11/12/24	1.750%	250,000	249,625	250,480	Stifel
U.S. Agency Security	FHLMC	11/14/19	05/10/24	1.750%	250,000	250,061	250,820	Stifel
U.S. Agency Security	FHLMC	08/12/16	08/12/21	1.125%	250,000	246,250	249,923	Stifel
U.S. Agency Security	FHLMC	01/29/20	01/29/25	1.875%	250,000	250,000	250,253	Multi-Bank
U.S. Agency Security	FHLMC	01/21/20	01/17/25	1.750%	250,000	249,473	250,068	Stifel
U.S. Agency Security	FNMA	10/25/19	08/15/23	1.800%	250,000	250,738	250,013	Stifel
U.S. Agency Security	FNMA	05/25/16	05/25/21	1.500%	250,000	249,625	249,953	Stifel
U.S. Agency Security	FNMA	06/16/16	06/16/21	1.500%	250,000	248,750	249,160	Stifel
U.S. Agency Security	FNMA	07/27/16	07/27/21	1.250%	500,000	499,250	498,550	Stifel
U.S. Agency Security	FNMA	10/07/16	10/07/21	1.500%	250,000	249,950	249,943	Stifel
Total Government Securities					6,780,000	6,776,777	6,793,071	
Municipal Bonds***				various	250,000	247,578	257,950	Stifel
Negotiable Certificates of Deposit ***				various	7,182,000	7,182,221	7,260,319	Stifel
Corporate Bonds***				various	2,250,000	2,226,756	2,268,938	Stifel
Total Investments					\$ 26,098,579	\$ 26,069,910	\$ 26,233,916	
Deposits						471,898	*	
Miscellaneous Cash						2,200	**	
Total Cash and Deposits						474,098		
Total Investments, Cash and Deposits						\$ 26,544,008		

I certify that this investment portfolio is in conformity with the Investment Policy of the City of La Puente as stated in Resolution No. 15-5219 dated June 23, 2015. The Investment Program provides sufficient liquidity to meet the next six months' estimated expenditures.

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

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

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

Troy O. Grunklee, CPA
Dir. Of Aministrative Services

Alex Merkel Medina
Principal Accountant

CITY OF LA PUENTE

Negotiable Certificates of Deposit
Cash and Investment Report
January 31, 2020

Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Market Valuation
Ally Bank	10/26/17	10/26/20	2.00%	248,000	248,000	248,677	Stifel
BMW Bank	2/26/16	2/26/21	1.70%	248,000	248,000	248,821	Stifel
Pinnacle Bank	9/22/17	3/22/21	1.95%	245,000	245,000	245,855	Stifel
Bank Hapoalim	4/6/16	4/6/21	1.60%	248,000	248,000	247,869	Stifel
Synchrony Bank	4/15/16	4/15/21	1.50%	248,000	248,000	248,273	Stifel
Wells Fargo Bank	6/17/16	6/17/21	1.75%	248,000	248,000	247,799	Stifel
Mercantil Commerce Bank	6/24/16	6/24/21	1.65%	248,000	248,000	247,789	Stifel
Keesler Federal Credit Union	2/28/19	8/30/21	3.05%	249,000	249,000	254,346	Stifel
JP Morgan Chase Bank NA	11/30/16	11/30/21	2.10%	248,000	248,000	248,126	Stifel
Discover Bank	12/14/16	12/14/21	2.10%	248,000	248,000	249,838	Stifel
State Bank of India, NY	1/26/17	1/26/22	2.35%	248,000	248,000	251,120	Stifel
Mountain America FCU	4/23/19	3/27/23	3.00%	249,000	249,205	258,731	Stifel
Sallie Mae Bank	3/22/17	3/22/22	2.35%	247,000	247,000	250,322	Stifel
Medallion Bank	4/4/17	4/4/22	2.25%	248,000	248,000	250,874	Stifel
American Express Centurion Bank	4/5/17	4/5/22	2.45%	247,000	247,000	250,110	Stifel
Goldman Sachs Bank	4/12/17	4/12/22	2.40%	247,000	247,000	249,179	Stifel
Capital One Bank USA NA	4/19/17	4/19/22	2.40%	247,000	247,000	250,705	Stifel
EverBank	4/28/17	4/28/22	2.15%	248,000	248,000	250,401	Stifel
American Express Bank FSB	5/3/17	5/3/22	2.35%	247,000	247,000	249,673	Stifel
Capital One Bank NA McLean VA	5/10/17	5/10/22	2.30%	247,000	247,000	250,248	Stifel
Comenity Bank	5/31/17	5/31/22	2.35%	248,000	248,000	251,636	Stifel
First Bank of Highland	6/21/17	6/21/22	2.10%	247,000	247,000	249,253	Stifel
Morgan Stanley Bank NA	6/6/19	6/6/24	2.70%	246,000	246,000	255,981	Stifel
Morgan Stanley Private Bank	4/23/19	4/25/24	2.75%	246,000	246,000	255,311	Stifel
BMO Harris Bank	1/6/20	1/30/24	2.00%	248,000	248,000	248,496	Stifel
Merrick Bank	7/31/19	7/31/24	2.20%	249,000	249,000	252,964	Stifel
Evansville Teachers Fed. Credit Union	8/27/19	8/29/22	2.10%	249,000	249,000	251,445	Stifel
First Bank of DeQueen	8/21/19	8/30/24	1.80%	249,000	249,000	248,609	Multi-Bank
EnerBank	7/23/19	7/22/24	2.35%	247,000	247,016	247,869	Multi-Bank
Total for Negotiable Certificates of Deposit				<u>\$ 7,182,000</u>	<u>\$ 7,182,221</u>	<u>\$ 7,260,319</u>	

CITY OF LA PUENTE

Corporate Bonds
Cash and Investment Report
January 31, 2020

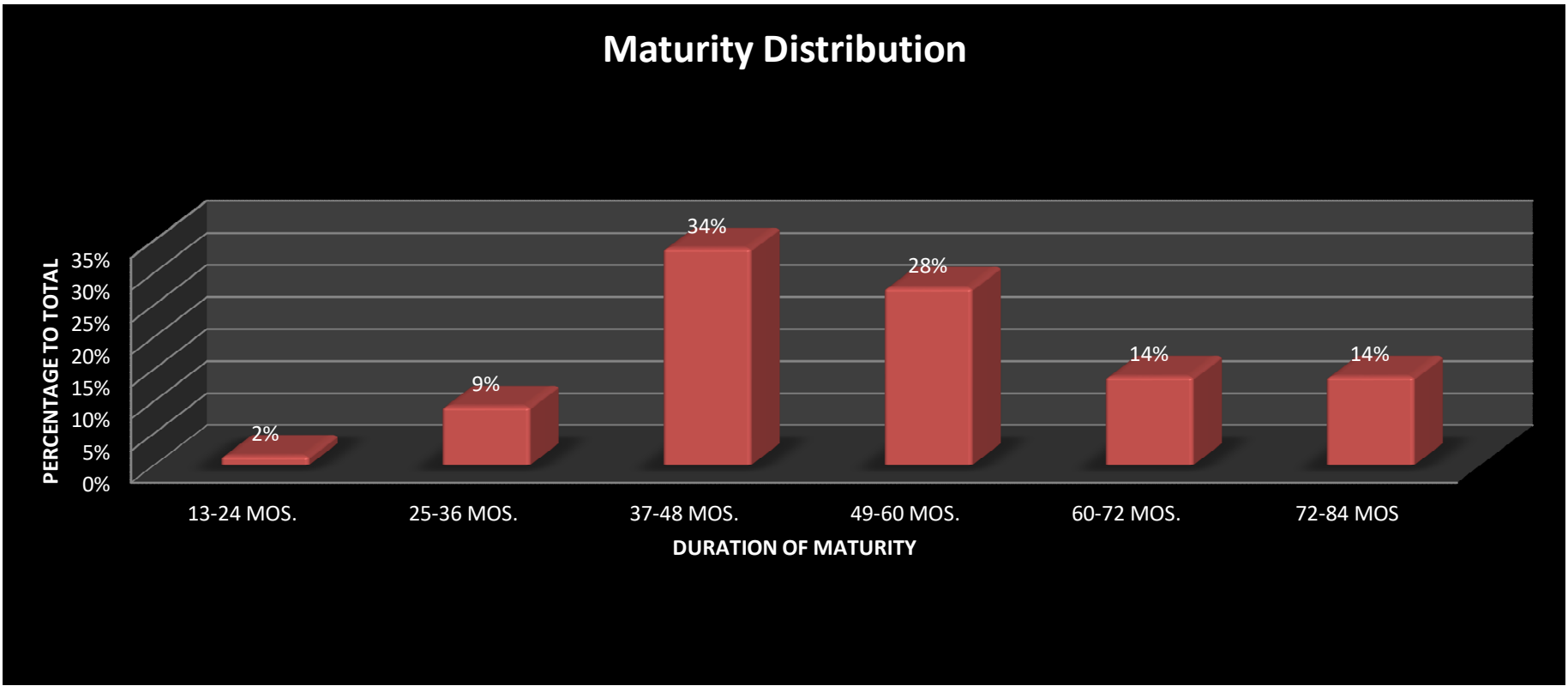
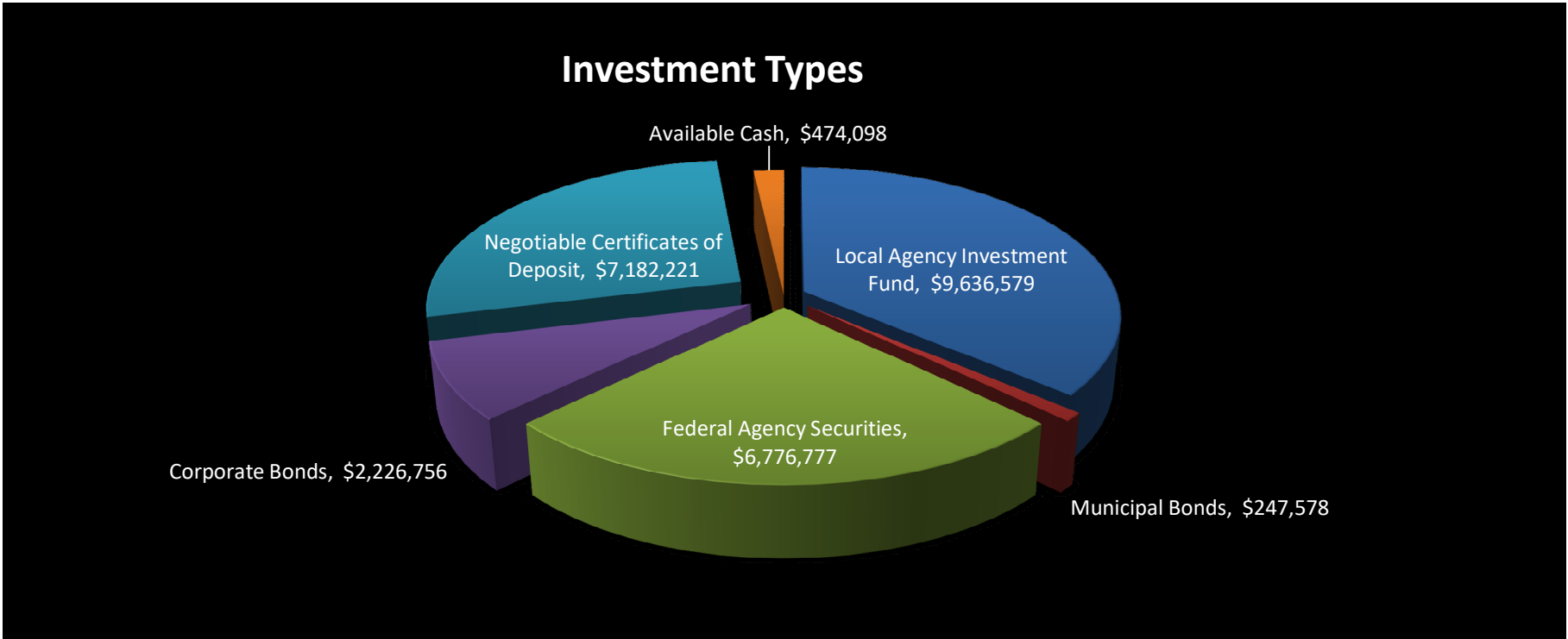
Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Market Valuation
Apple Inc	10/27/17	2/9/22	2.15%	250,000	250,000	253,053	Stifel
Toyota Motor Credit	2/28/19	10/18/23	2.25%	250,000	243,956	255,048	Stifel
Proctor and Gamble	1/9/18	11/3/21	1.70%	250,000	244,875	250,975	Stifel
Toyota Motor Credit	2/2/18	3/12/20	2.15%	250,000	249,375	250,125	Stifel
Bank of New York Mellon	8/16/18	8/16/23	2.20%	250,000	237,232	250,050	Stifel
JP Morgan Chase	4/3/19	5/18/23	2.70%	250,000	251,094	257,963	Stifel
Coca Cola	10/10/19	9/6/24	1.75%	250,000	250,224	251,735	Stifel
Bank of America	5/28/19	5/30/24	3.00%	<u>500,000</u>	<u>500,000</u>	<u>499,990</u>	Stifel
Total for Negotiable Corporate Bonds				<u>\$ 2,250,000</u>	<u>\$ 2,226,756</u>	<u>\$ 2,268,938</u>	

CITY OF LA PUENTE

Municipal Bonds
Cash and Investment Report
January 31, 2020

Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Market Valuation
Los Angeles Airport Revenue Bonds	7/16/18	5/15/23	2.79%	<u>250,000</u>	<u>247,578</u>	<u>\$ 257,950</u>	Stifel
Total for Municipal Bonds				<u>\$ 250,000</u>	<u>\$ 247,578</u>	<u>\$ 257,950</u>	

Cash and Investment Report Charts
January 31, 2020





City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: February 25, 2020

Via: Bob Lindsey, City Manager

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

SUBJECT: PRESENTATION OF JANUARY 2020 REQUISITION SUMMARY REPORT

BACKGROUND

On April 24, 2018, the City Council adopted several ordinances and accompanying resolutions amending the City's purchasing procedures to streamline and make the procurement process more efficient. One of the amendments to the purchasing procedures was a provision setting a \$5,000 spending limit for Department Heads and a separate provision increasing the City Manager's spending limit to \$20,000 for professional services, supplies and equipment. In order to document purchases approved by the City Manager and/or Department Heads the City Council directed that a monthly report be prepared and filed with the City Council. This action is to receive and file the requisition summary report for January 2020.

DISCUSSION

City staff initiated three (3) requisitions during the month totaling \$64,180.58. See Attachment "A" to this report.

RECOMMENDATION

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

ATTACHMENTS

Attachment "A": Requisition Summary Report for January 2020

City of La Puente
Requisition Summary Report
For the period of 01/01/2020-01/31/2020

Requisition Number	Date Requested	Date Approved	Status	Department
REQ000410	1/8/2020	1/8/2020	Approved	Administrative Services

Vendor: B & H
Description: Camera Lens for Communication/IT analyst for City events

Total Obligation \$ 2,398.00
Total Paid \$ -

Submitted By: Elizabeth Herrera
Approved By: Director of Administrative Services
Funding Source: PEG Access Fund (275)

Requisition Number	Date Requested	Date Approved	Status	Department
REQ000411	1/9/2020	1/9/2020	Approved	Development Services

Vendor: Our Powder Coating
Description: Powder Coating for Street Sign Posts

Total Obligation \$4,582.58
Total Paid \$ -

Submitted By: Martha Aguirre
Approved By: Director of Development Services
Funding Source: Gas Tax Fund (200)

Requisition Number	Date Requested	Date Approved	Status	Department
REQ000413	1/28/2020	1/28/2020	Approved	Development Services

Vendor: Musco Lighting
Description: (15) concrete piers for new sports field lighting at La Puente Park

Total Obligation \$ 57,200.00
Total Paid \$ -

Submitted By: Elizabeth Herrera
Approved By: City Council
Funding Source: Sewer Fund (500) and Grants Fund (280)



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: February 25, 2020

From: Bob Lindsey, City Manager

By: James M. Casso, City Attorney

SUBJECT: SECOND READING OF AN ORDINANCE OF THE CITY OF LA PUENTE, CALIFORNIA, REPEALING CHAPTER 3.74 (SEX OFFENDER RESIDENCE RESTRICTIONS) OF TITLE 3 (PUBLIC SAFETY AND MORALS) OF THE LA PUENTE MUNICIPAL CODE IN ITS ENTIRETY

BACKGROUND/DISCUSSION

At the meeting of February 10, 2020, the City Council introduced Ordinance No. 20-968 repealing Section 3.74.010 through and including Section 3.74.080 of Chapter 3.74 of Title 3 (Public Safety and Morals) of the La Puente Municipal Code in its entirety.

On September 26, 2019, plaintiff, “John Doe”, filed a lawsuit against the City of La Puente challenging the constitutionality of Chapter 3.74, the City’s “Sex Offender Residency Restrictions.” The Plaintiff alleged that the Chapter 3.74 is preempted by state law and violates the Due Process and Equal Protection guarantees of the United States and California Constitutions.

Rather than spend scarce public resources defending the Ordinance and trying to disprove court rulings that have invalidated similar ordinances in other California cities, the City Council directed the City Attorney’s office to negotiate a settlement of the lawsuit and planning staff to explore the consideration of an ordinance that would survive a constitutional challenge.

In December 2019, the Plaintiff executed a settlement agreement and his counsel has dismissed his lawsuit with prejudice. In exchange for the dismissal, ten days following execution of the Settlement Agreement, the City will pay \$5,000.00 to the Family Safety Foundation, representing the reasonable attorney’s fees and litigation costs incurred by Plaintiff in the prosecution of this matter, and rescind the current ordinance. Additionally, staff will review for possible Council consideration a new and constitutionally compliant ordinance addressing residency restrictions for sex offenders.

RECOMMENDATION

It is recommended that the City Council adopt Ordinance No. 20-968, an Ordinance of the City of La Puente, California, Repealing Chapter 3.74 (Sex Offender Residence Restrictions) Of Title 3 (Public Safety And Morals) Of The La Puente Municipal Code In Its Entirety.

ATTACHMENTS

Attachment “A”: Ordinance No. 20-968

ORDINANCE NO. 20-968

**AN ORDINANCE OF THE CITY OF LA PUENTE,
CALIFORNIA, REPEALING SECTION 3.74.010,
DEFINITIONS, THROUGH AND INCLUDING SECTION
3.74.080, APPLICABILITY, OF CHAPTER 3.74 (SEX
OFFENDER RESIDENCE RESTRICTIONS) OF TITLE 3
(PUBLIC SAFETY AND MORALS) OF THE LA PUENTE
MUNICIPAL CODE**

WHEREAS, Section 3.74.010 through and including Section 3.74.080 of Chapter 3.74 of Title 3 (Public Safety and Morals) provides regulations and restrictions regarding residency restrictions for sex offenders in the City of La Puente; and

WHEREAS, the California Supreme Court ruled that similar restrictions in San Diego County failed to bear a rational relationship to any legitimate government purpose, in that the restrictions failed to comply with the objectives of Jessica's Law, failed to protect the public and deprived registrants of stable homes, family support, social and medical services and other means necessary to live productive and law abiding lives. In 2016, a state appellate court held that residency restrictions can only be lawfully applied to sex offenders while they are on parole; and

WHEREAS, in September 2019, the City of La Puente was served a lawsuit alleging that the Chapter 3.74 violated the United States and California Constitutions; and

WHEREAS, rather than spend scarce public resources on protracted litigation, the City Council desires to repeal Chapter 3.74 in its entirety, and it also directs staff to draft a constitutionally compliant ordinance addressing residency restrictions for sex offenders in the City of La Puente.

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

Section 1. Findings.

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

Section 2. La Puente Municipal Code Amendment.

Chapter 3.74 (Sex Offender Residence Restrictions) of Title 3 (Public Safety and Morals) is hereby repealed in its entirety.

Section 4. Clerical Errors.

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

Section 5. Severability.

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

Section 6. Effective Date.

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

Section 7. Publication.

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

PASSED, APPROVED AND ADOPTED this 25th day of February, 2020, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: February 25, 2020

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director
Gisel Rubio, Rehabilitation Grant Specialist

SUBJECT: CONSIDERATION OF A RESOLUTION AUTHORIZING THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY TO ISSUE BONDS OR NOTES IN AN AMOUNT NOT TO EXCEED \$20,000,000 AND MAKE OR ACQUIRE MORTGAGE LOANS TO FINANCE THE DEVELOPMENT OF A MULTIFAMILY SENIOR RENTAL HOUSING PROJECT IN THE CITY OF LA PUENTE

BACKGROUND

Alliance Property Group, Inc. (“Developer”) is proposing the rehabilitation of the 95 unit senior affordable housing project located at 13712 East Sunkist Drive and more commonly known as the Sunny Garden Senior Apartments.

The Sunny Garden Apartments were originally developed as Specific Plan No. 88-1 with the adoption of Ordinance No. 606 in August 1989. The property currently provides affordable housing for seniors 62 years of age. The Developer is proposing to acquire the property, rehabilitate the living units and common areas, and put in place new affordability covenants for a period of 55 years.

In order to finance the proposed project, the Developer has applied for tax exempt financing in an amount not to exceed \$20 million from the Los Angeles County Development Authority (“LACDA”). As the proposed project is within the city of La Puente, the City Council must consider the attached resolution authorizing the LACDA to exercise its powers to issue bonds or notes and make or acquire mortgage loans to finance the rehabilitation and development of the Sunny Garden Apartments.

DISCUSSION

Attached is Resolution No. 20-5542, authorizing the LACDA to issue bonds or notes in an amount not to exceed \$20 million and make or acquire mortgage loans to finance the purchase and rehabilitation of the Sunny Garden Apartments (the “Issuance”).

For this project, the LACDA will be the issuer of the debt and will hold the required Tax Equity and Fiscal Responsibility Act (TEFRA) hearing. Furthermore, the City will have no responsibilities relating to the project, and the proposed resolution shall not bind the City to any financial obligation or credit risk or allow any repayment recourse to the City and shall not bind the City to make any expenditure or to incur indebtedness in relation to the project or the financing of the project.

The estimated closing date for the bonds is September 18, 2020. Following the closing of the bonds it is anticipated that the renovations to the property would begin in October 2020 and take approximately eight to ten months to complete.

The Developer anticipates spending approximately \$50,000.00 per unit to rehabilitate the 95-unit complex. The proposed scope of work includes the following types of improvements: new appliances, fixtures, cabinets and countertops, new flooring and ADA improvements, new windows, new roofing, new entry systems and upgraded security cameras throughout, repainting of the exterior of the buildings, upgrades to the common areas, and new exterior lighting and landscaping.

FISCAL IMPACT

There is no fiscal impact to the City. The Developer shall be responsible for the payment of all present and future costs in connection with the Issuance. The City bears no liability with respect to the issuance of the bonds/notes. Further, the City is not a party to any of the financing documents related to the bond/note Issuance and is not named in any of the disclosure documents describing the bonds/notes or the proposed financing.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 20-5542 authorizing the Los Angeles County Development Authority to issue bonds or notes in an amount not to exceed \$20,000,000 and make or acquire mortgage loans to finance the development of a multifamily senior rental housing project in the City.

ATTACHMENTS

Attachment "A": Resolution No. 20-5542

RESOLUTION NO. 20-5542

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, AUTHORIZING THE LOS ANGELES COUNTY DEVELOPMENT AUTHORITY TO ISSUE BONDS OR NOTES IN AN AMOUNT NOT TO EXCEED \$20,000,000 AND MAKE OR ACQUIRE MORTGAGE LOANS TO FINANCE THE DEVELOPMENT OF A MULTIFAMILY SENIOR RENTAL HOUSING PROJECT IN THE CITY OF LA PUENTE

WHEREAS, the Los Angeles County Development Authority (the “LACDA”) has determined to engage in a multifamily rental housing finance program pursuant to Chapter 1 of Part 2 of Division 24 of the Health and Safety Code of the State of California (the “Act”), and to issue revenue bonds or notes to finance the acquisition, construction, rehabilitation and development of a multifamily senior rental housing project in the County of Los Angeles (the “County”), all as provided for in the Act (the “Program”); and

WHEREAS, the LACDA intends, in the exercise of its powers under the Act and the Program, to issue bonds or notes and make or acquire mortgage loans to finance the rehabilitation and development of an existing 95-unit multifamily senior rental housing development (the “Project”) located at 13712 Sunkist Drive, La Puente, CA 91746 in the City of La Puente (the “City”);

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

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

SECTION 2. The LACDA may issue bonds or notes pursuant to a plan of financing in an amount not to exceed \$20,000,000 and make or acquire mortgage loans under the Program, all as more specifically set forth in the Act, with respect to the Project within the City and further agrees that the LACDA may exercise any or all of its powers for the purpose of financing mortgage loans pursuant to the Act and the Program with respect to the Project. The City will have no responsibilities relating to the Program, this resolution shall not bind the City to any financial obligation or credit risk or allow any repayment recourse to the City and nothing herein shall be deemed to bind the City to make any expenditure or to incur indebtedness in relation to the Program or the revenue bonds or notes referred to above. This resolution shall not alter any term or condition of the agreements entered into by the LACDA with the developer of the Project.

SECTION 3. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 4 That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 25th day of February, 2020, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: February 25, 2020

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director

SUBJECT: CONSIDERATION OF A MAINTENANCE SERVICES AGREEMENT WITH BRIGHTVIEW TREE CARE SERVICES, INC. FOR STREET TREE TRIMMING AND URBAN FORESTRY SERVICES IN AN AMOUNT NOT TO EXCEED \$453,160.00

BACKGROUND

At the meeting of September 22, 2015, the City Council approved a Professional Services Agreement ("Agreement") for street tree trimming and urban forestry services with West Coast Arborists, Inc. ("WCA"). WCA was awarded the contract following a formal Request for Proposals process. The Agreement provided for an initial three (3) year term with the City having the option of renewing the Agreement for two (2) additional one-year terms. The Agreement also included a rate schedule that provided for a 5% increase each year beginning in July 2016.

At the meeting of October 9, 2018, the City Council approved an amendment to the Agreement with WCA to extend the term by one (1) year and increase the payment amount.

DISCUSSION

In July 2019 the City issued a Request for Proposals ("RFP") to solicit bids from qualified firms. Bids were due the end of August and the following firms responded to the City's RFP:

- BrightView Tree Care Services, Inc.
- Mariposa Landscapes, Inc.
- West Coasts Arborists, Inc.

A review team consisting of the Director of Development Services, Maintenance Superintendent, and Maintenance Supervisor reviewed and analyzed the proposals submitted. An evaluation scoring matrix was also utilized that included, but was not limited to, the following criteria: Understanding the work to be done, Quality of staff for work to be done, Demonstrated technical ability and Cost effectiveness. At the conclusion of the review process, BrightView Tree Care Services, Inc. ("BrightView") was rated with the highest score by the review team. Additional vetting of BrightView was completed which included an interview and site visits by the review team to their facility yard/offices and a tree trimming job site.

BrightView is formerly known as Valley Crest Companies which was formed in 1949. Today, BrightView is the largest full-service landscape company in the United States with a 30 plus year history of serving public and private clients from their offices in Santa Ana.

BrightView is being recommended to provide these services to the City for the following reasons:

- Flexibility of working with the City to create grid prune areas
- Proven technical expertise including equipment-based tree trimmers and tree "climbers"
- Professionally trained and experienced staff, including certified arborists
- Customized work schedules to meet the City's scheduling needs
- Proven track record of safety procedures and safety protocols
- Quality customer service and good with interacting with the public
- Ability to provide emergency tree response services upon the City's request
- Tree management and inventory software program
- In-house tree nursey in Fillmore, CA

Provided as Attachment A is a Maintenance Services Agreement with BrightView for an initial term of just over three years with two (2) additional one year options at the City's discretion. The total cost of the Maintenance Services Agreement is \$453,160.00 over the initial three year term which provides for the City to properly maintain its parkway trees at a cost of \$136,084 per year. With the agreement with BrightView, City crews will be trimming parkway trees less than 20 feet in height which will reduce the cost spent on contract tree trimming services. The agreement with BrightView provides for grid trimming of parkway trees over 20 feet in height, stump removals, specialty tree trimmings and emergency call-outs. The agreement also provides for a five percent increase in the second and third year of the agreement which is primarily driven by the increase in the State's minimum wage rate.

FISCAL IMPACT

For the 2019-20 Fiscal Year, the City has appropriated \$140,000 in the Gas Tax budget for parkway street tree trimming and urban forestry services. This amount will again be budgeted in the Fiscal Year 2020-21 budget for the new agreement with BrightView. The agreement is structured so that the City is obligated to only pay for actual services provided by BrightView which provides the City flexibility to utilize BrightView in conjunction with City crews.

RECOMMENDATION

It is recommended that the City Council: (1) approve the Maintenance Services Agreement with BrightView Tree Care Services, Inc. for street tree trimming and urban forestry services; and (2) authorize the City Manager to execute the agreement on behalf of the City.

ATTACHMENTS

Attachment "A": Maintenance Services Agreement

CITY OF LA PUENTE

MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT ("Agreement"), is made and effective as of March 1, 2020 ("Effective Date"), between the City of La Puente, a municipal corporation ("City") and BrightView Tree Care Services, Inc., a California corporation ("Contractor"). The City and Contractor are hereinafter collectively referred to as the "Parties".

RECITALS

WHEREAS, City desires to engage Contractor to perform the services described herein, and Contractor desires to perform such services in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, City and Contractor agree as follows:

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until the tasks described herein are completed, but in no event later than June 30, 2023, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

(a) Contractor shall perform the tasks ("Services") described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full ("Scope of Services"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. In the event of conflict or inconsistency between the terms of this Agreement and Exhibit A, the terms of this Agreement shall prevail.

(b) City shall have the right to request, in writing, changes to the Services. Any such changes mutually agreed upon by the Parties, and any corresponding increase or decrease in compensation, shall be incorporated by written amendment to this Agreement.

(c) Contractor shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing urban forestry and tree trimming services to a municipal agency.

(d) Contractor shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Contractor shall not perform any work for another person or entity for whom Contractor was not working on the Effective Date if both (i) such work would require Contractor to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Contractor's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Contractor hereby warrants that it is not now, nor has it been in the previous twelve

(12) months, an employee, agent, appointee, or official of the City. If Contractor was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for Services performed pursuant to this Agreement, and Contractor will be required to reimburse the City for any sums paid to the Contractor. Contractor understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

(e) Contractor represents that it has, or will secure at its own expense, all licensed personnel required to perform the Services. All Services shall be performed by Contractor or under its supervision, and all personnel engaged in the Services shall be qualified and licensed to perform such services.

3. MANAGEMENT

City's Development Services Director shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Contractor, but shall have no authority to modify the Services or the compensation due to Contractor.

4. PAYMENT

(a) The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Four Hundred Fifty Three Thousand One Hundred Sixty Dollars and Zero Cents (\$453,160.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

(b) Contractor shall not be compensated for any services rendered in connection with its performance of this Agreement which are in addition to those set forth herein, unless such additional services are authorized in advance and in writing by the City. Contractor shall be compensated for any additional services in the amounts and in the manner as agreed to by City and Contractor at the time City's written authorization is given to Contractor for the performance of said services.

(c) Contractor shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30) days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Contractor's fees it shall give written notice to Contractor within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. LABOR CODE AND PREVAILING WAGES

(a) Contractor represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the

payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and any location where the Services are performed. Contractor shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Contractor's or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, failure or alleged failure to comply with Prevailing Wage Laws.

(b) In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Contractor shall make all such records available for inspection at all reasonable hours.

(c) To the extent applicable, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

(d) Contractor shall comply with the legal days' work and overtime requirements of Sections 1813 and 1815 of the Labor Code.

(e) If the Services are being performed as part of an applicable Public works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Agreement and require the same of any subcontractors, as applicable. This Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

(a) The City may at any time, for any reason, with or without cause, suspend or terminate this Agreement, or any portion hereof, by serving upon the Contractor at least ten (10) days prior written notice. Upon receipt of said notice, the Contractor shall immediately cease all work under this Agreement, unless the notice provides otherwise. If the City suspends or terminates a portion of this Agreement such suspension or termination shall not make void or invalidate the remainder of this Agreement.

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor shall submit an invoice to the City pursuant to Section 4 of this Agreement.

7. OWNERSHIP OF DOCUMENTS

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

(b) Upon completion of, or in the event of termination or suspension of this Agreement, all original documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared in the course of providing the services to be performed pursuant to this Agreement shall become the sole property of the City and may be used, reused, or otherwise disposed of by the City without the permission of the Contractor. With respect to computer files, Contractor shall make available to the City, at the Contractor's office, and upon reasonable written request by the City, the necessary computer software and hardware for purposes of accessing, compiling, transferring, copying and/or printing computer files. Contractor hereby grants to City all right, title, and interest, including any copyright, in and to the documents, designs, drawings, maps, models, computer files, surveys, notes, and other documents prepared by Contractor in the course of providing the services under this Agreement. All reports, documents, or other written material developed by Contractor in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

8. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or Subcontractors (or any agency or individual that Contractor shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration

proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor.

(c) Duty to Defend

In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Contractor shall have an immediate duty to defend the City at Contractor's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

Payment by City is not a condition precedent to enforcement of this indemnity. In the event of any dispute between Contractor and City, as to whether liability arises from the sole negligence of the City or its officers, employees, or agents, Contractor will be obligated to pay for City's defense until such time as a final judgment has been entered adjudicating the City as solely negligent. Contractor will not be entitled in the absence of such a determination to any reimbursement of defense costs including but not limited to attorney's fees, expert fees and costs of litigation.

9. INSURANCE

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit C attached hereto and incorporated herein by reference.

10. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to the City a wholly independent Contractor and/or independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

(b) No employee benefits shall be available to Contractor in connection with the performance of this Agreement. Except for the fees paid to Contractor as provided in the Agreement, City shall not pay salaries, wages, or other compensation to Contractor for performing services hereunder for City. City shall not be liable for compensation or indemnification to Contractor for injury or sickness arising out of performing services hereunder.

11. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and

regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

12. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or subcontractors, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order.

(b) Contractor shall promptly notify City should Contractor, its officers, employees, agents, or subcontractors be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Contractor is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Contractor and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Contractor in such proceeding, Contractor agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt

showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

If to City:

Bob Lindsey, City Manager
City of La Puente
15900 E. Main Street
La Puente, CA 91744
Email: blindsey@lapuente.org
Tel. (626) 855-1501

With a copy to:

James M. Casso, City Attorney
Casso & Sparks
133000 Crossroads Parkway North, Suite 410
City of Industry, CA 91746
Email: jcasso@cassosparks.com
Tel: (626) 269-2980

If to Contractor:

Shannon Speratos, Vice President/General Manager
BrightView Tree Care Services, Inc.
1960 S. Yale Street
Santa Ana, CA 92704
Email: shannon.speratos@brightview.com
Tel: (714) 353-0323

16. ASSIGNMENT

The Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of the City.

Before retaining or contracting with any subcontractor for any services under this Agreement, Contractor shall provide City with the identity of the proposed subcontractor, a copy of the proposed written contract between Contractor and such subcontractor which shall include and indemnity provision similar to the one provided herein and identifying City as an indemnified party, or an incorporation of the indemnity provision provided herein, and proof that such proposed subcontractor carries insurance at least equal to that required by this Agreement or obtain a written waiver from the City for such insurance.

Notwithstanding Contractor's use of any subcontractor, Contractor shall be responsible to the City for the performance of its subcontractor as it would be if Contractor had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subcontractor employed by Contractor. Contractor shall be solely responsible for payments to any subcontractors. Contractor shall indemnify, defend and hold

harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subcontractor under this Agreement.

17. GOVERNING LAW/ATTORNEYS' FEES

The City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Contractor under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and Contractor s, as well as costs on appeal, in addition to any other relief to which it may be entitled.

18. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

The captions appearing at the commencement of the sections hereof, and in any paragraph thereof, are descriptive only and shall have no significance in the interpretation of this Agreement.

22. WAIVER

The waiver by City or Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No

term, covenant or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing.

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

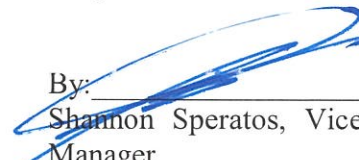
The person or persons executing this Agreement on behalf of Contractor represents and warrants that he/she has the authority to execute this Agreement on behalf of the Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Effective Date.

“CITY”
City of La Puente

By: _____
Bob Lindsey, City Manager

“CONTRACTOR”
BrightView Tree Care Services, Inc.

By:  _____
Shannon Speratos, Vice President/General
Manager

Attest:

By: _____
Sheryl Garcia, City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Rate Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES

The CONTRACTOR shall perform and/or provide the following services in accordance with this Scope of Services when requested by the CITY or as set forth in the CITY's approved Project Schedule. The General Specifications apply and CONTRACTOR shall adhere to such terms when performing the specific services to CITY. The specific services are described in Section B "Technical Specifications" of this Exhibit A. CONTRACTOR shall adhere to the terms of the Technical Specifications when providing services.

SECTION A: GENERAL SPECIFICATIONS

CONTRACTOR shall provide all labor, expertise, materials, and equipment necessary for the provision of CITY tree care services specified herein, which includes, but is not limited to, tree trimming, tree removal, stump grinding, tree planting, watering of young trees, maintenance of tree basins, repair of irrigation systems damaged during the pruning, removal or planting of trees, establishment of grass seed, grading and preparation of parkway areas for seeding and tree installation, identification of utility locations, traffic control, notification of customers, entry of data into and maintenance of an electronic tree inventory and work history tracking system. These services are part of the unit prices set forth in Exhibit B and unless otherwise provided, no additional compensation is provided to CONTRACTOR for such services. CONTRACTOR shall also be required to report any condition that could pose a threat to the public or result in a poor aesthetic such as, but not limited to, low or hanging limbs, blocked traffic control devices or signage, and dead, dying or structurally deficient trees. Water utilized for the services under the Agreement shall not be furnished by CITY.

CONTRACTOR shall complete all work to the satisfaction of and under the supervision of the Maintenance Superintendent or his designated representative.

CONTRACTOR shall deliver a level of quality that is compatible with International Society of Arboriculture (ISA) standards, American National Standards Institute (ANSI) criteria and the standards and requirements described herein in providing tree services to ensure that trees in CITY receive the best possible care that results in a neat, clean and attractive appearance to trees and associated sites serviced under the terms of the Agreement.

CONTRACTOR shall provide service that ensures the safety of employees and the public while minimizing inconvenience to the public and disruption of traffic while working in CITY.

CONTRACTOR shall endeavor to maintain good public relations at its worksites and shall conduct its work in a manner which will cause the least possible interference with or annoyance to, the public.

CONTRACTOR shall during the term of the Agreement, hold valid State California Contractor's License C-61/D-49.

CONTRACTOR shall comply with CONTRACTOR's Quality Control Plan, as submitted, throughout the term of the Agreement. The Quality Control Plan shall provide CITY with an effective and efficient means of identifying and correcting problems throughout the entire scope of services.

CONTRACTOR shall comply with CONTRACTOR's Safety Manual, as submitted, that meets SB 198 requirements for injury and illness prevention.

CONTRACTOR shall maintain a local (within 50 miles) office staffed by a representative during regular work hours, which shall be defined as Monday through Friday from 8:00 a.m. to 4:00 p.m. (excluding holidays). Such representative shall be authorized to discuss matters pertaining to the Agreement.

Upon commencement of the Agreement, CONTRACTOR shall provide a list of emergency numbers for after-hours work to the Development Services Director. "After hours work" shall be defined as work performed outside regular work hours. CONTRACTOR shall have a tree service supervisor available by telephone on a 24-hour basis who is assigned to provide prompt attention to requests from CITY for emergency and after-hours tree service requests. The response time for emergency and after- hours work requests shall not be greater than two (2) hours. CONTRACTOR shall deal with any tree related emergency situation ranging from limbs down on single trees to storm related damage to a large number of trees requiring the commitment and focus of significant resources and manpower for several days. Failure to respond to tree emergency and after-hours work requests within the specified time limits shall subject CONTRACTOR to the penalties described in the Penalty Schedule, Agreement Exhibit B.

In the event of a regional emergency, wherein, a number of the CONTRACTOR's clients require immediate assistance, the CONTRACTOR **shall guarantee** that the City will have at least one fully manned and fully equipped crew to assist the City in the emergency response **within two (2) hours**.

Staff Qualifications: All persons performing tree work on CITY trees shall be trained according to tree care standards accepted by the International Society of Arboriculture.

CONTRACTOR shall employ personnel qualified by reason of education, training and experience to perform the services specified in this Agreement.

Any person employed under this Agreement who fails or refuses to carry out the directions set forth under this Agreement or in the opinion of the Development Services Director is incompetent, disorderly; or uses threatening or abusive language or is otherwise unsatisfactory while performing work under the Agreement, shall be immediately removed from performing work under this Agreement and shall not again perform services under the Agreement except by written consent of the Development Services Director.

CONTRACTOR shall staff each project work site with a Supervisor who holds a current ISA (International Society of Arboriculture) Certified Arborist credential. All worksite supervisors employed by CONTRACTOR shall be fluent in written and spoken English, and possess adequate technical background to ensure that all work is accomplished with the special provisions of this contract.

All CONTRACTOR personnel engaged in the actual trimming of CITY trees shall hold, at minimum, a current ISA Certified Tree Worker credential. All other personnel (e.g. ground workers, traffic control staff) shall have received sufficient training so as to be capable of performing their functions in a safe and proficient manner.

CONTRACTOR's employees shall have:

- Proper licenses and/or current certifications to operate equipment.
- Ability to operate and maintain equipment in accordance with manufacturer recommendations.
- Mechanical ability to make required operator adjustments to the equipment being

used.

- Knowledge of safety regulations as they relate to tree care and traffic control.
- Ability to communicate orally and in writing in English. vii. Knowledge of tree care and related operations.

Notification:

CONTRACTOR shall be required to notify residents and/or businesses of scheduled tree work at least forty-eight (48) hours prior to the work being performed. Notifications shall be made in the form of door hangers.

City approved "No Parking" signs shall be posted near individual trees scheduled for pruning twenty-four (24) hours prior to the work being performed.

Beginning non-emergency work without notification shall subject CONTRACTOR to the penalties described in the Penalty Schedule of Agreement, Exhibit B.

Postings shall not be left in place once work has been completed. Leaving postings on trees once work has been completed shall subject CONTRACTOR to the penalties described in the Penalty Schedule of Agreement, Exhibit B.

The routine watering of young trees shall be exempt from these notification and posting standards.

Traffic control:

At no time shall CONTRACTOR commence or carry on with work that presents a hazard to pedestrians or vehicular traffic.

Prior to the commencement of, and for the duration of, any work in any area, CONTRACTOR shall be responsible for traffic control and safety regulations as related to any city, state or county requirements while working on streets, highways, medians and/or roadside strips. The design and operation of work zone traffic controls must comply with US Department of Transportation/Federal highway Administrative guidelines. All operations shall be conducted by CONTRACTOR to provide maximum safety for the public according to the most recent edition of the *Work Area Traffic Control Handbook*.

CONTRACTOR shall display standardized warning signage when staging or working in any area that is subject to pedestrian or vehicular traffic.

CONTRACTOR shall be responsible for the placement of "Sidewalk Closed" signage at the perimeter of any sidewalk or pathway that leads pedestrian traffic into the work zone.

Any operation that results in a blockage of, or produces debris which could enter into, vehicular traffic zones will require the use of a flag person equipped with, and using, a SLOW/STOP traffic paddle. Work in two way traffic zones will require the use of two (2) flag persons. The placement of a traffic paddle into a safety cone shall not be considered a substitute for the required flag person(s).

Where CONTRACTOR 's work is in progress, each street shall remain open to local traffic at all times unless prior arrangements have been made and approved by the Development Services Director or designated representative.

Violations of traffic control standards defined herein shall be subject to the penalties described in the Penalty Schedule of Agreement, Exhibit B.

Wildlife protection:

Prior to the commencement of any work in the vicinity of any tree, each tree shall be visually surveyed, from all sides, for the sole purpose of detecting the presence of nests or wildlife of any type.

CONTRACTOR shall cease work in a tree if a nest is found and is determined to be active, unless given written permission by the Development Services Director or designated representative. At no time shall any nest or wildlife be moved from its location.

In the event that wildlife is accidentally displaced and needs assistance, CONTRACTOR shall notify the Public Works Department and the nearest appropriate animal rescue facility for assistance.

Pre-inspection:

Prior to the commencement of any work in the vicinity of any tree, CONTRACTOR shall identify the location of utilities, irrigation components and/or any private property element(s) that could be compromised by any work activity.

If identified, CONTRACTOR shall take appropriate action to protect same.

If, during the course of pre-inspection, CONTRACTOR identifies damage to private property or CITY property that exists before the onset of work, CONTRACTOR shall digitally photo-document and report such damage to the Development Services Director prior to commencing work in that area. Digital photo- documentation shall be time and date embedded. Any claim of damage that cannot be refuted by photo-documentation and log of report to the Development Services Director shall be considered the responsibility of CONTRACTOR.

Utility Operations:

CONTRACTOR shall adjust work schedules when utility operations prevent maintenance during a specified time frame. No additional compensation shall be allowed for complying with these requirements.

Dig Alert Requirements:

- Delineation of the proposed excavation site is mandatory. Mark the area to be excavated with water-soluble or chalk based white paint on paved surfaces or with other suitable markings such as flags or stakes on unpaved areas.
- Contact Dig Alert at least two (2) full working days prior to digging.
- Your permit for digging will not be valid without a Dig-Alert ticket number.
- If the members have facilities within the work area, they will mark them prior to the start of your excavation and if not, they will let you know there is no conflict.
- The Law requires you to hand expose to the point of no conflict 24" on either side of the underground facility, so you know its exact location before using power equipment

Work in the vicinity of aerial utilities:

All persons performing tree work on CITY trees in or around primary electrical lines shall be trained to do so according to the "Electrical Safety Orders: of the State of California, including all amendments and revisions.

Setup, Operations, Equipment Staging:

CONTRACTOR shall setup, operate and stage in a manner that presents the least amount of disruption to residents, businesses, the public and traffic flow.

Outside of an emergency situation, at no time will multiple setups or equipment staging be allowed on both sides of a street within the same block.

Equipment shall never be stored or left unattended on a public street, CITY facility or private property.

The staging of equipment shall be bound by the work hour restrictions defined herein.

Identification and reporting of hazards:

While performing work of any type, the tree worker should inspect for any obvious hazards related to trees. All hazardous situations should be corrected or promptly reported to CITY. Any defective or weakened trees shall be reported to the Development Services Director or designated representative.

Work Site Conditions:

The work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of brush, limbs, logs or other debris be allowed to pose a hazard to the public.

Access to Private Property:

No employee of CONTRACTOR shall enter a fenced or otherwise secured area of private property without the consent of the property owner.

Site Cleanup:

CONTRACTOR shall remove branches, limbs, logs or any other debris resulting from any tree operations and clean the work site and all areas associated with the work site promptly upon completion of each task.

CONTRACTOR shall endeavor to prevent spillage on streets over which work or hauling is done, and any such spillage or debris deposited on street due to CONTRACTOR operations shall be immediately cleaned up.

During production trimming and removals, debris shall be removed from public rights of way and private property within one (1) hour of the completion of work on the tree from which the debris was generated.

CONTRACTOR shall cease work immediately if clean up equipment ceases to function or is not available (e.g. loader, roll off equipment, staff).

Rights of way shall not be used to stage unattended debris generated during regular work hours.

All lawn areas shall be raked, all streets/sidewalks shall be swept, and all brush, branches.

Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations.

No material is to be allowed to enter any storm drain.

Debris staged in parkway(s) due to a night time emergency response shall be clearly coned off and emergency taped off and shall be cleaned up to in conformance with the standards described in this Exhibit prior to 10:00 am the first business day after the emergency call out occurred.

If the volume of debris from a night time emergency exceeds the storage capacity of the parkway(s), CONTRACTOR shall make arrangements to remove the debris immediately.

Debris shall not be stored unattended in any portion of a traffic lane at night.

All debris generated by CONTRACTOR in the performance of work shall become the property of CONTRACTOR after the time of site clean-up. CONTRACTOR shall dispose of all generated debris at no additional cost to CITY and shall dispose of debris as is consistent with the requirements of AB 939.

Failure to comply with site cleanup requirements shall subject CONTRACTOR to the penalties described in the Agreement, Exhibit B.

Protecting the Integrity and Value of the Urban Forest:

If, at any time, CONTRACTOR is unclear on what course of action to follow in the field, CONTRACTOR shall consult with the Maintenance Superintendent. CONTRACTOR shall never take an action that will result in the permanent disfigurement of structures or trees. Disfigurement of trees/structures shall subject CONTRACTOR to penalties as described in the Agreement, Exhibit B.

Working Hours:

A "Normal Work Zone" shall be defined as a residential or low traffic volume street. CONTRACTOR's regular work hours for Normal Work Zones shall be limited to the hours between 8:00AM and 4:00PM Monday through Friday, excluding recognized holidays. Deviation from regular work hours in Normal Work Zones shall not be allowed without prior written consent of the Maintenance Superintendent.

A "Special Work Zone" shall be defined as a business area or high volume traffic street or where night work is required. Work will only be allowed during the night or on Sundays in Special Work Zones during times set by the Development Services Director or designated representative.

Night Work:

When working at night CONTRACTOR shall provide adequate lighting which allows for safe and proper performance of work, as well as inspection of same.

While working at night, CONTRACTOR shall minimize the impact of noise upon neighbors.

CONTRACTOR shall not use chainsaws for work performed at night unless it is an emergency situation.

CONTRACTOR's Equipment:

All equipment used and all maintenance practices employed shall be subject to the inspection of the Development Services Director or designated representative and shall meet safety and functional requirements. All equipment must be maintained in a good state of repair. All safety guards shall be in place. No equipment shall leak oil or fluids. Equipment drive belts and hoses shall be in good repair and show no sign of fraying. No equipment shall present any potential danger to the operator, co-workers, passing motorists or pedestrians. Failure to comply with this provision shall be cause to have the equipment removed from the job site.

CONTRACTOR shall maintain a sufficient inventory of equipment so as to complete work as specified. All equipment shall be approved by CITY prior to commencement of services.

CONTRACTOR shall not park or store equipment or materials overnight at any CITY work site.

All CONTRACTOR vehicles and equipment operating under this Agreement shall be clearly marked with CONTRACTOR'S identification.

CONTRACTOR shall make annual submissions of current OSHA certification of all aerial equipment and the most recent California Highway Patrol Commercial Vehicle Inspection report for equipment to be used throughout the term of the Agreement.

Authority and Inspections:

The Development Services Directors' authorized representatives shall at all times have access to the work site and shall be furnished with every reasonable facility for acquiring full knowledge with respect to the progress, workmanship and character of materials used in the work. Whenever CONTRACTOR varies the period during which work is carried out, CONTRACTOR shall give due notice to the Development Services Director so that property access for inspection may be provided. CONTRACTOR shall comply with any instructions given by the Development Services Director's representative upon inspection of the work.

Questions:

CONTRACTOR questions regarding the performance of the work shall be directed to the Maintenance Superintendent.

Alterations, modifications or deviations from the work described in the scope of services by CONTRACTOR shall be subject to the prior written approval of CITY. In such event, any necessary price adjustments shall be made by mutual consent of the parties.

Inspection of work:

CITY'S Maintenance Superintendent, or designated representative shall inspect work during the performance of work or when deemed necessary. Any work found not to be acceptable will be noted in writing and shall be subject to the penalty provisions and schedule set forth in the Penalty Schedule of Agreement, Exhibit B.

Work Deficiencies:

CITY shall notify CONTRACTOR in writing of any deficiencies in work.

CONTRACTOR shall make a reasonable and good faith effort to correct the deficiencies within a reasonable period not to exceed three (3) days from notification. After this time period, if unacceptable conditions still exist, CITY has the right to terminate the Agreement or deduct payment as is proportionately appropriate for non-compliance with the specified provisions of the Agreement.

All work which CITY determines is defective or deficient shall be removed and replaced by CONTRACTOR in a manner acceptable to CITY at CONTRACTOR's own expense.

If any portion of the work performed under the Agreement proves defective or not in accordance with the specifications, and the deficiency, as determined by CITY, does not make the work dangerous or undesirable, the Development Services Director shall have the right and authority to retain the work, but may make deductions in the payment due CONTRACTOR as is proportionately appropriate for the deficiency.

Risk Management:

Tree work is a controlled task. At no time shall CONTRACTOR perform work in a manner so as to result in a loss of control incident (e.g. free-falling large limbs or trunk sections, hinge cutting to avoid use of ropes/hoisting equipment, lack of safety apparatus/equipment guards, improper use/loading of equipment).

Failure to maintain such controls shall subject CONTRACTOR to penalties as described in the Agreement, Exhibit B. In addition to such penalties, CONTRACTOR shall be responsible for the mitigation of any damage related to a loss of control incident at CONTRACTOR's sole cost and expense.

Accidents, Injuries:

CONTRACTOR shall conduct all work outlined in the Scope of Services in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work; and agrees to accept the sole responsibility for complying with all CITY County, State or other legal requirements including, but limited to, full compliance with the terms of the applicable OSHA and CAL EPA Safety Orders at all times so as to protect all persons, including CONTRACTOR employees, agents of CITY, vendors, members of the public or others from injury or damage to their property.

CONTRACTOR shall cooperate fully with CITY in the investigation of any accident, injury or death occurring on CITY property including a complete written report to the Development Services Director within 24 hours following the incident.

Property Damage:

Should any structure or property be damaged during tree operations, CONTRACTOR shall immediately notify CITY and owners or authorities.

Repairs to property damaged by CONTRACTOR shall be made within forty eight (48) hours.

In the event of damage to utility lines, CONTRACTOR shall report the damages to utility and make arrangements for the utility to make repairs.

Repairs on private property shall be made in accordance with the appropriate building code under permits issued by CITY.

Any damage caused by CONTRACTOR shall be repaired or restored at CONTRACTOR's expense to a condition similar or equal to that existing before such damage, or CONTRACTOR shall repair such damage in a manner acceptable to the Development Services Director.

CONTRACTOR shall repair any damage as directed by CITY that CONTRACTOR incurs to sprinkler systems in City parkways within 24 hours so as to minimize damage to affected lawns.

CONTRACTOR shall notify the Development Services Director immediately of any utility that is disturbed or damaged.

Insecticides, Herbicides, Fungicides:

At no time shall CONTRACTOR use, store or transport any insecticide, herbicide or fungicide in the City of La Puente without the prior written consent of the Maintenance Superintendent. Violation of this chemical use policy will be subject to penalties as described in the Agreement, Exhibit B and can result in the termination of the Agreement.

SECTION B. TECHNICAL TREE TRIMMING SPECIFICATIONS

The following Section contains descriptions and technical specifications for the detailed services and materials which will be necessary to provide services under this Agreement.

The following specifications shall be adhered to regardless of tree being serviced and/or the type of service being performed including, but not limited to, tree pruning, tree removal, stump grinding, tree planting, tree watering, repairs or record keeping related to any tree activity.

Hardwood Tree Pruning

- a. Any tree work performed on a CITY tree must be done according to CITY'S specifications. The criterion for pruning varies based on the type or purpose of pruning.
- b. Full Prune: A Full Prune is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be fully pruned. Complete pruning is recommended when the primary objective is to maintain or improve tree health and structure, and includes safety pruning. Full Pruning should consist of one or more of the following pruning types:
- c. Crown Cleaning: Crown Cleaning or cleaning out is the removal of dead, diseased, crowded, weakly attached and low-vigor branches and water sprouts from the entirety of the tree crown. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. This practice, known as "lion tailing", disrupts the structural integrity of the tree, making it subject to limb and branch failure, especially during high winds.
- d. Crown Thinning: Crown Thinning includes crown cleaning and the selective removal of branches to increase light penetration and air movement into and through the crown. Increased light and air stimulates and maintains interior foliage, which in turn improves branch taper and strength. Thinning reduces the wind-sail effect of the crown and the weight of heavy limbs. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. Thinning the crown can emphasize the structural beauty of trunk and branches as well as improve the growth of plants beneath the tree by increasing light penetration. When thinning the crown of mature trees, seldom should more than one-fourth of the live foliage be removed.
- e. Crown Reduction: Crown Reduction is used to reduce the height and/or spread of a tree. Crown reduction varies from topping, a destructive practice, in that cuts are not made indiscriminately, resulting in large stubbed off limbs that are subject to decay. While reducing a crown, tree workers must adhere to basic tree trimming practices involving limb/branch size relationships and use of the branch bark collar in avoiding the onset of decay at cut sites.
- f. Crown restoration: Crown Restoration is a corrective pruning used as a means to restore the form of crowns that have been previously damaged by storms or poor pruning practices. This treatment is best performed by tree workers who have a good understanding of the effects of pruning on the development of tree crowns.
- g. Crown Raising/Safety Prune: A Crown Raising or Safety Prune is performed when conditions within the crown of a hardwood tree are such that a certain objective needs to be met or a certain condition needs attention. A crown raising or safety prune does not

involve the detail of work found in a full prune. Crown raising or safety pruning may consist of one or more of the following pruning types:

- h. Crown Raising: Crown Raising consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles and pedestrians. It is important that a tree have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure and to uniformly distribute stress within the tree.
- i. Safety Prune: Safety prune is employed as a means of eliminating potentially hazardous limbs (dead/dying) from the crown of a hardwood tree when an entire pruning of the tree is not warranted. Safety pruning does not involve the fine detail work described herein as "full prune".
- j. City Staff shall trim trees 5 years old or less.
- k. City Staff shall remove trees 20 feet and under,
- l. City Staff shall trim trees 20 feet and under.
- m. City Staff shall determine which trees/streets shall be included in the boundary for the grid trimming at the designated per unit price.

Specifications for hardwood tree pruning: the specifications for the pruning of hardwood trees are as follows:

- a. Consult with the Maintenance Superintendent or his designee before making any cut that would result in permanent disfigurement of the structure of a tree.
- b. Trees shall be pruned so as to prevent branch and foliage interference with safe public passage. Over-street clearance shall be kept to a minimum of seventeen (17) feet above the paved surface of the street and fourteen (14) feet above the curb and surface of a public sidewalk or pedestrian way. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action. If pruning to these standards would result in permanent disfiguration of a tree, CONTRACTOR shall not prune the tree until such time as direction is obtained from an Urban Forest Field Inspector.
- c. When removing a live branch, pruning cuts should be made in branch tissue just outside the branch bark ridge and collar, which are trunk tissue. If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and the trunk.
- d. When removing a dead branch, the final cut should be made outside the collar of live callus tissue. If the collar has grown out along the branch stub, only the dead stub should be removed, the live collar should remain intact and uninjured.
- e. Whenever pruning involves the removal of limbs that are too large to hold securely in one hand during the cutting operation, the limb shall be cut off first at a point several feet beyond the intended final cut. The final cut shall be made in a manner to prevent unnecessary tearing back of the bark and wood. Cuts that result in tearing of tissue on limbs below cuts shall be penalized as described within Part Seven (7).
- f. All final tree pruning cuts shall be made in such a manner so as to favor the earliest possible covering of the wound by natural callus growth. Excessively deep flush cuts, which produce large wounds or weaken the tree at the cut, shall not be made. The branch collar should not be removed.

- g. All dead and dying branches and branch stubs that are one-half (1/2) inch diameter or larger shall be removed.
- h. All broken or loose branches shall be removed.
- i. Those branches that are developing in such a manner as to become larger than the limbs they originate from shall be removed.
- j. When encountering limbs that are weighted with more foliage than the limb is likely to support, selectively prune branches toward the end of the limb in order to reduce end weight and thus decrease the likelihood of limb failure.
- k. Selectively prune branches that create sight line conflicts with traffic control signs and/or devices.
- l. Selectively prune branches that are within five (5) feet of a structure.
- m. Clear trees of sprout or sucker growth to a minimum height of ten (10) feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
- n. Prune so as to maintain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree, unless authorized by the Development Services Director to do otherwise.
- o. Remove all vines entwined in trees and on tree trunks. Vine tendrils shall be removed without injury to trees.
- p. Tree limbs shall be removed and controlled in such a manner as to cause no damage to other parts of the tree, or to other plants or property.
- q. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree.
- r. All major pest problems shall be promptly reported to CITY.
- s. All cutting tools and saws used in tree pruning shall be kept sharpened to result in final cuts with an un-abrasive wood surface and secure bark remaining intact.
- t. All trees six (6) inches in diameter or less shall be pruned with hand tools only.
- u. Chain saws will not be permitted to remove any branches two (2) inches or less in diameter. This is to prevent any unnecessary abrasions to cambial tissue that may predispose a tree to insect and/or future disease/decay problems.
- v. Any extraneous metal, wire, rubber or other material interfering with tree growth shall be removed when possible.
- w. The use of climbing spurs or spike shoes in the act of pruning trees is prohibited, unless specifically directed by CITY to aid in the safety of climbers performing the removal of a tree.
- x. Gas powered chainsaws shall only be used for emergency situations; pruning cuts over 4" in diameter and tree removals unless permission is granted, in writing, by the Development Services Director or designated representative.

Palm Tree Pruning

Any tree work performed on a CITY tree must be done according to CITY's specifications. The criterion for pruning varies based on the type or purpose of pruning.

Palm Prune: Palm Pruning consists of maintaining the crowns and trunks of palm trees including the pruning of spent or declining fronds, seed pods and the skinning or shaping of spent petiole bases into a ball or nut as applicable by palm type.

Specifications for palm tree pruning: the specifications for the pruning of palm trees are as follows:

- a. While making an approach to the palm crown for pruning, CONTRACTOR shall inspect the trunk of the palm tree for signs of decay, insect frass, bird nesting or any other condition suggestive of a structural abnormality. Upon finding any condition suggestive of a structural abnormality of the palm stem, CONTRACTOR shall report to the Maintenance Superintendent immediately.
- b. Fronds shall be trimmed using a handsaw or pole saw that has been sterilized for no less than five (5) minutes by having the entirety of its cutting blade submersed in an equal solution of bleach and water before and after the handsaw is used to cut the fronds of any other palm tree. At no time shall a chainsaw be used to prune any frond from any palm tree in the City. The use of chainsaws to prune any frond from any palm tree will result in the penalties described in Agreement Exhibit B. Live, healthy fronds, initiating at an angle of 90 degrees or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and maintenance of the ornamental ball or nut, as applicable by species. Live trunk tissue should never be cut while pruning palm fronds.
- c. Using properly sterilized equipment as described herein, any fruit or flower structures in the crown of the palm shall be removed concurrently with frond pruning. At no time shall a chainsaw be used to cut any fruit or flower from any palm tree in CITY. Failure to adhere to this standard will result in the penalties described in Agreement Exhibit B. Care shall be taken in the handling of fruit and flowers as they are likely to release clear liquids that react with, can cause staining to, hardscape elements. CONTRACTOR shall be responsible for removing palm fruit related stains from private property hardscape elements.
- d. Maintenance of the ornamental ball or nut, located at the upper portion of the palm trunk, directly below the live fronds, shall be as described by species as follows:

Phoenix Canadensis (Canary Island Date Palm): spent petiole bases shall be formed into an ornamental ball which begins directly below the lowest green fronds and acts to provide a base of support to the palm crown. This ornamental ball shall be uniform and smooth in appearance and shall extend no less than four (4) and no more than eight (8) feet below the lowest live frond in the crown. Ornamental balls with flattened or "stop sign" sides will not be accepted. The upper portion of the ornamental ball shall not taper in, resulting in a "pineapple" appearance as this treatment defeats the support capacity of the ball. The distal portion of the ball shall begin at a point flush with the periphery of the palm trunk and make a gradual taper upwards until it reaches the periphery of the shaped ornamental ball. While forbidden to use chainsaws for pruning fronds, fruit and flowers from any palm tree in the City, CONTRACTOR may use a chainsaw in forming and/or shaping the ornamental ball of a Canary Island Date Palm. The use of a sharpened shovels in shaping and maintaining ornamental balls often results in ornamental balls which have flat, untapered bottoms that are likely to relax and collapse into pedestrian and vehicular traffic zones with grave consequences. CONTRACTOR shall use care not to cut

into live trunk tissue while maintaining the ornamental ball. CONTRACTOR shall remove any foreign plant material that has sprouted in an ornamental ball. CONTRACTOR shall verify that the ornamental ball meets the standard described herein each time a Canary Island Date Palm is pruned.

Phoenix dactylifera (Date Palm): spent petiole bases are left to form a supportive "nut" below the lowest green fronds of the crown. Unlike the ornamental ball of a *Phoenix canariensis* (Canary Island Date Palm), the nut does not require ornate shaping. Instead, spent petiole bases are left uniformly long to form the nut, which shall extend no less than four (4) and no more than six (6) feet below the lowest live frond in the crown. While forbidden to use chainsaws for pruning fronds, fruit and flowers from any palm tree in the City, CONTRACTOR may use a chainsaw in forming and/or shaping the nut of a Date Palm by shortening a number of the lower petiole bases to bring the length of the nut to standard. CONTRACTOR shall use care not to cut into live trunk tissue while maintaining the nut. CONTRACTOR shall verify that the nut meets the standard described herein each time a Date Palm Island Date Palm is pruned.

Syagrus romanzoffianum (Queen Palm): loose petiole bases are to be removed each time the crown of a Queen Palm is serviced. Petiole bases that are attached to live trunk tissue shall be left undamaged.

Archontophoenix cunninghamiana (King Palm): loose petiole bases are to be removed each time the crown of a King Palm is serviced. Petiole bases that are attached to live trunk tissue shall be left undamaged.

Washingtonia robusta (Mexican Fan Palm): spent petiole bases are left uniformly long to form a nut which shall extend no more than four (4) feet below the lowest live frond in the crown. Using hand tools, CONTRACTOR shall skin the trunk area below the nut clean without causing damage to live trunk tissue. CONTRACTOR shall verify that the nut meets the standard described herein each time a Mexican Fan Palm is pruned.

Washingtonia filifera (California Fan Palm): spent petiole bases are left uniformly long to form a nut which shall extend no more than eight (8) feet below the lowest live frond in the crown. Using hand tools, CONTRACTOR shall skin the trunk area below the nut clean without causing damage to live trunk tissue. CONTRACTOR shall verify that the nut meets the standard described herein each time a California Fan Palm is pruned.

Tree Removal

Any tree work performed on a CITY tree must be done according to CITY's specification.

Tree Removal: Tree removal consists of the removal of the entirety of a hardwood tree or palm tree and the removal of its root system in its entirety by grinding.

Specifications for tree removal: the specifications for tree removal are as follows:

- a. CONTRACTOR shall comply with all general specifications standards described herein.
- b. The diameter price given by CONTRACTOR for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein.
- c. As stated previously herein, CONTRACTOR shall identify the location of all utilities and private property landscape irrigation components prior to the removal of a tree and its root system. CONTRACTOR shall notify the Development Services Director or designated representative, in writing, of any condition that prevents the removal of a tree and/or the grinding of its root system. CONTRACTOR shall take all responsibility for

any damage that occurs once the process of removing a tree and/or associated root grinding begins.

- d. CONTRACTOR shall comply with wildlife protection standards.
- e. CONTRACTOR shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion should be resolved by contacting the Maintenance Superintendent for assistance. The errant removal of trees shall be penalized as is described in the Agreement, Exhibit B.
- f. During a tree removal, CONTRACTOR shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and equipment. At no time shall branches, limbs or tree trunks be allowed to free-fall and create damage of any type. Loss of control incidents shall be penalized as is described in the Agreement, Exhibit B.
- g. Cranes and other rigging equipment shall be properly certified, with evidence of such available for inspection prior to use of said equipment in CITY. Crane operators shall be certified by Commission for the Certification of Crane Operators (NCCCO) and shall be prepared to display current certification prior to operating a crane in CITY. The use of cranes and certified operators shall not result in additional charges to CITY and is part of the unit price set forth in the Agreement, Exhibit B for the specific service.
- h. While loading and handling debris, CONTRACTOR shall maintain control at all times so as not to result in damage to the public rights of way or private property. In addition, CONTRACTOR shall not drop logs or trunks so as to create undue noise or impact shock related damages to public and/or private property.
- i. Stumps, including the root flare shall be ground to a depth of no less than eighteen (18) inches. Surface roots shall be traced and ground to a depth of no less than eight (8) inches. Debris generated by stump grinding and root removal shall be removed from the site and replaced with a topsoil mix. Chip shall not be used as a backfill material.
- j. Clean up after a tree removal and/or stump grinding shall include the repair of any barren areas or divots created during the tree removal by filling with topsoil and seeding with a fescue turf grass seed. Seed shall be covered by one quarter (1/4) inch topdressing of well decomposed organic fines. This is part of the unit price provided for the service and no additional compensation is provided.
- k. CONTRACTOR shall be responsible for the repair of any private property irrigation system components damaged during a tree removal or stump grinding. Repairs shall be made using components matching those that were damaged.
- l. CONTRACTOR shall inspect for, and correct, any settling that has occurred at any tree removal site for a period of no less than six (6) months after the tree removal/stump grinding has been completed. Correction is defined to include the restoration of a smooth and even grade to the parkway and the seeding and topdressing of barren areas related to the tree removal site as specified previously herein.

Tree Planting

Any tree work performed on a CITY tree must be done according to CITY's specifications.

Tree Planting: Tree planting consists of the installation of nursery stock container or palm trees supplied by CONTRACTOR.

Specifications for tree planting: the specifications for tree planting are as follows:

- a. CONTRACTOR shall comply with all general specifications standards described herein.
- b. CONTRACTOR shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. CONTRACTOR shall assume full responsibility for any damage that occurs during the planting of any tree.
- c. CONTRACTOR shall supply quality nursery stock which is fully rooted and representative of recognized standards for size and quality of the material being planted. Brown trunk height (BTH) for palm trees shall be measured from the top of root ball to the lowest green frond attached to the trunk at an angle of ninety (90°) degrees.
- d. Planting stock shall be well watered prior to shipping and covered for the duration of transport. Trees that are delivered uncovered, with a dry or fractured root ball or with broken scaffold limbs will be rejected. Root bound material will be rejected. Palms that are delivered uncovered, with a dry root ball or with a soilless root ball will be rejected.
- e. CONTRACTOR shall not begin excavation for the planting of a tree without first confirming that the planting site being considered is indeed the site intended for the planting of a tree. Any confusion should be resolved by contacting the Maintenance Superintendent for assistance. In excavating planting pits, CONTRACTOR shall not excavate deeper than the depth of the root ball of the tree being installed.
- f. The bottom of the planting pit shall be compacted sufficiently so that the planted tree will not settle below top of root ball grade standards defined herein. As the width of the parkway allows, CONTRACTOR shall excavate the planting pit to be two (2) times the width of the root ball of the nursery stock being planted.
- g. All nursery containers and box sides shall be removed from tree root balls prior to planting. CONTRACTOR shall not install trees with box bottoms left on. All container debris (e.g. strapping, box fragments, and nails) shall be removed from the planting pit prior to backfilling.
- h. CONTRACTOR shall install the tree or palm so that the top of root ball is two (2) inches above top of curb so that the trunk flare is completely exposed. In the event that there is no curb (i.e. park site), CONTRACTOR shall install the tree or palm so that the top of root ball is two (2) inches above surrounding grade. CONTRACTOR shall not resort to cutting or trimming the root ball as a means of meeting grade standards.
- i. CONTRACTOR shall backfill hardwood tree plantings with an equal mix of excavated soil and topsoil. The topsoil portion of the backfill mix shall contain no more than ten (10) percent well decomposed organic fines.
- j. CONTRACTOR shall backfill palm plantings with one hundred (100) percent washed mortar (plaster) sand.

- k. While backfilling, CONTRACTOR shall cease backfilling when the planting pit is one half (1/2) full and apply water to remove air pockets from the backfill. Once the water has drained, CONTRACTOR shall resume backfilling the planting pit. A watering basin shall be constructed in a uniform circle and shall extend from the center of the tree trunk to six (6) inches beyond the edge of the root ball. The top of the watering basin shall be graded and maintained uniformly with the upper edge of the basin maintained at a grade of four (4) inches above the root flare of the tree.
- l. CONTRACTOR shall be responsible for the stability of planted trees. The nursery stake shall be removed from the trunk of the tree (as applicable) and the tree shall be double staked using two (2), two (2) inch lodge pole stakes of a length sufficient to be installed beyond the depth of the planting stock root ball and to extend to the lowest branches of the installed tree's crown. The stakes shall be installed an equal distance from the trunk of the tree and shall be installed perpendicular to the street or sidewalk and shall be installed so that one stake is orientated to be one hundred eighty (180) degrees opposite the other. The root ball shall not be damaged by the installation of stakes. The stake shall not be in contact with any aerial part of the tree. The trunk of the tree shall be attached to the stakes using Century Universal Tree Ties (or CITY approved equivalent) installed as per manufacturer's specifications.
- m. Upon completion of the planting of a tree, CONTRACTOR shall seed and top dress any barren areas within ten (10) feet of the center of the trunk of the tree. The seed shall be a tall fescue turf grass type applied at a rate of one (1) pound per one hundred (100) square feet. The seed shall be top dressed with well-decomposed organic fines, spread evenly with a topdressing roller, at a depth of one eighth (.125) inch. Use of manure, native soil or chip topdressings shall not be allowed. CONTRACTOR shall include seed establishment information for the property owner in the mailed notification prior to every tree planting. This is part of the unit price for the service and no additional compensation is provided.
- n. CONTRACTOR shall not use hoses, equipment or water from private properties while installing or watering-in parkway trees.

Tree Watering

Any tree work performed on a CITY tree must be done according to CITY's specifications.

Tree Watering: Tree watering consists of the irrigation of young trees which have been installed by CONTRACTOR and the irrigation of other trees as directed by CITY.

Specifications for tree watering: the specifications for tree planting are as follows:

- a. CONTRACTOR shall comply with all general specifications standards described herein.
- b. As stated previously herein, CONTRACTOR shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. CONTRACTOR shall take all responsibility for any damage that occurs during the planting of any tree.
- c. CONTRACTOR shall not use hoses, equipment or water from private properties when watering parkway trees.

- d. While performing tree watering, CONTRACTOR shall maintain the tree watering basin to include the removal of weeds and debris and the maintenance of the watering basin to size and grade standards defined herein.
- e. Trees shall be watered in such a manner that does not result in erosion of the tree watering basin, splashing of parked vehicles or damage to any of the tree's surroundings. Haphazard riggings and/or watering out of the window from the cab of watering equipment will not be tolerated.
- f. CONTRACTOR shall maintain a daily log of trees watered. The log shall list the tree watered by site (e.g. 0000 N. Any Street F-1). A printed copy of the log, which shall be maintained in digital format, must accompany invoicing for tree watering services by CONTRACTOR .

SECTION C. TREE INVENTORY

The CONTRACTOR will provide the City access to a record keeping system consisting of an Internet-based software program that allows the City to maintain information about its tree population, including the description of each tree by species, height, diameter, work history, and tree and planting site location. The tree inventory software program shall be an Internet-driven tracking program. The program shall have the capability to produce detailed listings of tree and site information, work histories, service requests, summary reports and pictures of City tree species. The CONTRACTOR shall provide software support to the City for the entire term of the contract.

The CONTRACTOR shall provide the City with recommendations for tree maintenance, recommended planting locations, and recommended removals. Attributes to be collected by field personnel should include the information shown in the Scope of Work below.

CONTRACTOR shall provide and operate, at no additional cost to CITY, a computerized tree inventory system that is capable of uploading historic data. This system shall be password accessible twenty four (24) hours each day of the year via the internet or other method acceptable to the City. Historic tree inventory and work history data, if available, shall be uploaded and operational within CONTRACTOR's tree inventory system prior to the commencement of any tree service work under the terms of this contract. Baseline data shall include but is not limited to address, street, facility, species, diameter, crown, height, recommended maintenance, overhead utilities and parkway size and type.

CONTRACTOR shall update and maintain the tree site specific, computerized tree inventory system to reflect changes in baseline data and to record the date, cost and crew identity for any trimming, removal, planting or emergency response work that occurs at any tree site at which tree work is performed. The system shall be upgraded to reflect the removal and replacement of trees, as well as the addition of trees to the inventory. The system shall be capable of maintaining and displaying all past and future work histories for any and all tree sites in the inventory, both individually and collectively by query.

All aspects of the tree inventory system including, but not limited to, data entry, system maintenance, system hardware and/or software upgrades and server security and stability shall be the responsibility of CONTRACTOR and shall be provided at no cost to CITY. The system shall not be proprietary in the nature of its function and shall operate and interface with common computer software and web based applications, including the ability to export data into common

spreadsheet applications. Failure to meet and maintain the requirements for the computerized tree inventory system shall be grounds for termination of the Agreement.

Tree site/task specific hardcopy backup data for any work that has occurred during a billing cycle shall accompany the invoicing for that period and shall be accessible for review on the internet based computerized tree inventory system prior to the submittal of invoicing for that work. Invoicing for work that does not meet the requirements defined herein will not be processed for payment until such time as the requirements have been satisfied.

GPS Tree Inventory

CITY will provide CONTRACTOR with existing Global Positioning System (GPS) coordinates data for all trees in public spaces. This includes but is not limited to all publicly owned trees on street rights-of-way, parks, City facilities and open spaces such as medians, greenspaces, etc. The address information contained in inventory should be linked directly to a Geographical Information System (GIS) program to be utilized, managed, and updated by the CONTRACTOR during the term of the Agreement. At the end of the project, the City will receive a complete listing of all sites inventoried, both in hard copy and electronically.

Technical Support and Maintenance

The CONTRACTOR shall provide routine maintenance, archive, backup, restore and disaster recovery procedures as may be requested by the City. The CONTRACTOR shall provide complete support rapidly with experienced staff available to the City during the hours of 7:00 A.M. to 5:00 P.M. Monday through Friday. The CONTRACTOR shall be readily available by telephone, e-mail or may respond to the City's location within a timely manner.

EXHIBIT B
RATE SCHEDULE

Hardwood Tree Trimming:	Unit	Unit Price
Full prune-hardwood tree 0-6 inch DBH (diameter breast height)	EA.	\$25.00
Full prune-hardwood tree 7-16 inch DBH	EA.	\$50.00
Full prune-hardwood tree 17-24 inch DBH	EA.	\$85.00
Full prune-hardwood tree over 24 inch DBH	EA.	\$200.00
Crown Raising/Safety Prune-hardwood tree 0-6 inch DBH	EA.	\$20.00
Crown Raising/Safety Prune-hardwood tree 7-16" DBH	EA.	\$40.00
Crown Raising/Safety Prune-hardwood tree 17-24 inch DBH	EA.	\$70.00
Crown Raising/Safety Prune-hardwood tree over 24 inch DBH	EA.	\$125.00
Grid Pruning: (All trees within a Grid)	EA.	\$85.00
Palm Tree Trimming: Canary Island Date Palm	EA.	\$200.00
California Fan Palm	EA.	\$50.00
Hybird Fan Palm	EA.	\$50.00
Mexican Fan Palm	EA.	\$50.00
Windmill Palm	EA.	\$40.00
King Palm	EA.	\$40.00
Queen Palm	EA.	\$40.00
Tree Removal:		
Tree and Stump removal per inch trunk DBH	IN.	\$60.00
Stump grinding per stump diameter inch at grade	IN.	\$15.00
Tree Planting		
15 gallon	EA.	\$100.00
24 inch Box	EA.	\$350.00
36 inch Box	EA.	\$850.00
48 inch Box	EA.	\$2,700.00
Mexican Fan Palm per foot 8TH (brown trunk height)	FT.	\$25.00
Tree Installation:		
Mexican Fan Palm 10-30 feet BTH	EA.	\$3000.00
Tree Watering		

Watering of young trees, water trunk/operator-per day	DAY	\$750.00
Additional Tree Inventory Updates (Per Tree Site)	T.S.	\$2.00
Day Rate Crew:		
Boom truck w/chip body, low decibel chipper, operator, ground person per eight (8) hour day	M/HR.	\$75.00
Call in Crew:		
Per fully equipped per man, per hour, cost, crew called in for unscheduled service	M/HR.	\$75.00
Specialty Equipment Rental: Crane/95' Aerial Tower	M/HR.	\$150.00
Emergency Crew:		
Per fully equipped cost per man, per hour, crew called in for emergency service nights/weekends (Per man hour)	M/HR.	\$100.00

Annual Cost Adjustments	Year 1	Year 2	Year 3	Year 4	Year 5
	N/A	5%	5%	CPI	CPI

Penalty Schedule

CONTRACTOR and CITY agree that if completion of certain services to be provided by CONTRACTOR under this Agreement specified below are delayed, not performed or performed in a manner outside of specifications, a penalty as described herein will be assessed each day that the service is not properly performed or not provided as required under the Agreement. This is in addition to CITY's other remedies allowed by law, including the contractual requirement that the condition be remedied. The following penalties shall be assessed for the circumstances described:

Worker without proper uniform and/or safety apparel, vehicle without proper	\$100.00 per occurrence
Failure to properly notice prior to the commencement of non-emergency work	\$100.00 per occurrence
Debris or trash left in area that has been vacated by workers	\$100.00 per occurrence
Postings left in place after work has been completed and area vacated by workers	\$100.00 per occurrence
Staging debris in traffic lane(s) for more than one (1) hour after generation of same debris/unattended debris	\$100.00 per occurrence

Failure to post warning signage when operating equipment in pedestrian/vehicular traffic area, violation of traffic control standards, lack of required flag person(s)	\$200.00 per occurrence
Disposal of debris at unauthorized sites (e.g. residential trash receptacles, commercial trash dumpsters, park site waste containers)	\$500.00 per occurrence.
Pruning in a manner that leaves tissue tears on remaining limbs	\$500.00 per tree
Equipment leaking fluids	\$500.00 per occurrence +cost to mitigate damage
Disfigurement/errant removal of CITY tree	\$500.00 per occurrence+ cost to mitigate value of loss in accordance with "Council of Tree and Landscape Appraisers, Guide for Plant Appraisal, current edition.
Failure to respond to emergency or after hours tree service requests within one (1) hour	\$500.00 per occurrence
Unauthorized use, transport and/or storage of any chemical insecticide, herbicide, fungicide product in the City of Manhattan	\$1000.00 per occurrence+
Loss of control incident	\$1000.00 per occurrence+ possible costs to terminate the agreement

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Contractor's indemnification of City, and prior to commencement of the Services, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to Agency.

General liability insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

Automobile liability insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$1,000,000.00 combined single limit for each accident.

Professional liability (errors & omissions) insurance. Contractor shall maintain professional liability insurance that covers the Services to be performed in connection with this Agreement, in the minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

Workers' compensation insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000.00).

Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of City, its officers, agents, employees and volunteers.

Proof of insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsement must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

Duration of coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the Services hereunder by Contractor, his agents, representatives, employees or subcontractors.

Primary/noncontributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that

such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

City's rights of enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Contractor, or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

Acceptable insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

Waiver of subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

Enforcement of contract provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

Requirements not limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

Notice of cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide to City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

Additional insured status. General liability policies shall provide or be endorsed to provide that City and its officers, officials, employees, and agents, and volunteers shall be additional insureds under such policies. This provision shall also apply to any excess liability policies.

Prohibition of undisclosed coverage limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is

made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

Pass Through Clause. Contractor agrees to ensure that its subContractor s, subcontractors, and any other party involved with the project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this Section. Contractor agrees that upon request, all agreements with Contractor s, subcontractors, and others engaged in the project will be submitted to City for review.

City's right to revise specifications. The City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in substantial additional cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation.

Self-insured retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

Timely notice of claims. Contractor shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

Additional insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: February 25, 2020

From: Bob Lindsey, City Manager

SUBJECT: CONSIDERATION OF A PURCHASE ORDER CONTRACT WITH HOOTSUITE INC. FOR A SOCIAL MEDIA MANAGEMENT SYSTEM FOR A THREE YEAR TERM IN THE AMOUNT OF \$21,564

BACKGROUND

The Communications Ad Hoc Committee has directed staff to enter into a purchase order contract with Hootsuite Inc. for social media management software. The Hootsuite platform will assist the City in keeping track of and managing its social network channels including the ability to view streams from multiple networks such as Facebook, Twitter and Google+, post updates and reply directly to users.

FISCAL IMPACT

The cost for one year of Hootsuite is \$7,188.00 and will come out of the Equipment Replacement Fund (Fund 550) in the Software and Licensing line item (A/C # 550-6100-53017). These costs were not included in the Fiscal Year 2019/2020 Operating Budget. Savings in Contract Services – Private (A/C #550-6100-53111) will cover the current year costs and costs for years 2 and 3 will be included in the Fiscal Year 2020/2021 and 2021/2022 Operating Budgets.

RECOMMENDATION

It is recommended that the City Council: (1) approve a purchase order contract with Hootsuite Inc. for a social media management system for a 3-year term in the amount of \$21,564; and (2) authorize the City Manager to execute the purchase order on behalf of the City.

ATTACHMENTS

Attachment “A”: Purchase Order Contract



Hootsuite Inc.
5 East 8th Avenue, Vancouver BC, Canada. V5T 1R6
Phone: 1-604-681-4668 | Fax: 1-888-412-0295

Authorization Form Prepared For:
City of La Puente
15900 Main Street
La Puente, CA
United States 91744

Quote #: Q-274428-2
Date: 14-FEB-2020
Expires 17-FEB-2020
Prices quoted in USD
Account Executive: Taylor Shein
Email: taylor.shein@hootsuite.com

Item	Qty	Terms (months)	Annual Unit Price	Total Price
Hootsuite Business Plan Package Includes: - 5 Seats - 35 Social Profiles - 5 Hootsuite Academy: Platform Certification exam enrollment - 1 hour set up Admin Training and access to Customer Success Team - Hootsuite Boost: Automatically boost top performing content and schedule boosted posts to reach new audiences in a single, secure campaign workflow (up to 5,000/ monthly Boosted post spend)	1	12.00	USD 7,188.00	USD 7,188.00
TOTAL PRICE				USD 7,188.00

Customer: City of La Puente Contact Name: Steve Overstreet Phone: (626) 855-1531 Company URL: http://lapuente.org Customer Billing Address: 15900 Main Street La Puente, CA 91744 United States	Billing Schedule: Full Contract Value Up Front Payment Terms: Payments are due within 30 days of invoice date Start of Initial Term: 19-FEB-2020 End of Initial Term: 18-FEB-2021
Primary Contact Email: soverstreet@lapuente.org Billing Contact Name: Troy Grunklee Billing Contact Phone: (626) 855-1531 Billing Contact Email: tgrunklee@lapuente.org	

Additional Terms:

By signing this Authorization Form, you agree to: (a) purchase the products and services pursuant to the terms and fees set forth herein; (b) pay the Total Price (and applicable sales and use taxes) and authorize Hootsuite to submit invoices for such payment; and (c) be bound by the terms and conditions published at <https://hootsuite.com/enterpriseterms> (the "Terms"). This Authorization Form will renew as set forth in the Terms, unless expressly stated otherwise herein.

Name

Signature

Title

Date of Signature