



**REGULAR MEETING OF
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
COUNCIL CHAMBERS
15900 EAST MAIN STREET, LA PUENTE
MARCH 10, 2020
7:00 P.M. REGULAR SESSION**

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

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 25, 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 25, 2020.

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None

C. UNFINISHED BUSINESS OF THE CITY COUNCIL – None

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

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

D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT REGISTER NO. 1488

Staff Recommendation: It is recommended that the City Council and Successor Agency adopt Resolution No. 20-5543 approving Warrant Register No. 1488.

D-2 CONSIDERATION AND APPROVAL OF FINAL TRACT MAP NO. 74920 AND SUBDIVISION IMPROVEMENT AGREEMENT FOR THE PROPERTY LOCATED AT 135 AND 145 N. 1ST STREET

Staff Recommendation: It is recommended that the City Council: (1) find that Final Tract Map No. 74920 complies with all of the Conditions of Approval set forth within Tentative Tract Map No. 74920; (2) approve the attached Subdivision Improvement Agreement and authorize the City Manager to execute the agreement on behalf of the City; and (3) approve the Final Map and authorize the City Clerk to endorse the cover sheet of the Final Map, the certificate which embodies the approval of said Map for recordation with the County of Los Angeles.

D-3 CONSIDERATION OF A PARK USE AGREEMENT WITH LA PUENTE SOFTBALL INC., LA PUENTE NATIONAL LITTLE LEAGUE, GUERREROS ATHLETIC FOUNDATION, AND JR. ALL AMERICAN FOOTBALL OF LA PUENTE, INC. FOR THE YOUTH COALITION CARNIVAL

Staff Recommendation: It is recommended that the City Council: (1) approve the Park Use Agreement for the Youth Coalition Carnival; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

D-4 CONSIDERATION OF A RESOLUTION GRANTING A FEE WAIVER FOR LA PUENTE NATIONAL LITTLE LEAGUE FOR THEIR ANNUAL LA PUENTE NATIONAL LITTLE LEAGUE OPENING DAY PARADE

Staff Recommendation: It is recommended that the City Council adopt Resolution No. 20-5544 approving a request for a fee waiver for the La Puente National Little League Opening Day Parade.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 PRESENTATION REGARDING THE ACTIVITIES AND EVENTS AT THE LA PUENTE SENIOR CENTER

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

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

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.)

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 5th day of March, 2020.



Sheryl Garcia, City Clerk

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
SPECIAL AND REGULAR MEETING OF
FEBRUARY 25, 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 Special and Regular Meeting of the City Council of the City of La Puente was held in the Council Chambers of City Hall, 15900 East Main Street, La Puente, California, on Tuesday, February 25, 2020, at 5:00 p.m.

5:00 P.M. AGENDA
SPECIAL SESSION

CALL TO ORDER

Mayor Klinakis called the meeting to order at 5:06 p.m.

ROLL CALL

Members present: Klinakis, Lewis, Holloway, Munoz, Solis (arrived at 5:26 p.m.).

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, and Management Assistant Cece Dunlap.

PLEDGE OF ALLEGIANCE

Mayor Klinakis led the Pledge of Allegiance.

ORAL COMMUNICATIONS – None

SM-1 PRESENTATION AND UPDATE REGARDING LA PUENTE PARK

Mayor Pro Tem Lewis and Council Member Munoz presented a PowerPoint and update regarding La Puente Park. They provided an overview of the history of park, the adoption of the La Puente Park Master Plan, and project phasing updates.

Discussion ensued regarding the impact of the construction during Softball and Baseball season, the renovation of restrooms, the placement of the park lighting, and the skateboard park design.

Action taken: The City Council received and filed the update.

ORAL COMMENTS FROM COUNCIL – None

ORAL COMMENTS FROM STAFF – None

ADJOURNMENT

There being no further business before the City Council, Mayor Klinakis adjourned the special meeting at 6:13 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

Mariana Rodriguez, Sparks Middle School Student, led the Pledge of Allegiance.

PRESENTATIONS

Mariana Rodriguez, Sparks Middle School Student, spoke regarding her involvement in the Science Olympiad club and in Leadership. She invited everyone to attend their Renaissance Rally to recognize students' achievements in GPA and noted she is looking forward to the LEAD Mock City Council meeting.

Angelica Hernandez, Sierra Vista Middle School Student, gave an update on her school's activities including their renaissance rally, career day, LEAD lunch meetings, dances, fundraisers and canned food drives. She spoke regarding her involvement in project LEAD, Renaissance, and basketball. She noted her school provided an anti-bullying campaign to end social isolation and reported that her school participated in Science Olympiad and placed second in the district.

Martin Reyes, Transportation Deputy for Los Angeles County Supervisor Hilda Solis, provided a presentation regarding the Proposed Puente Creek Bikeway and Greenway Project.

Discussion ensued regarding safety features of the bikeway including fencing, patrolling, and lighting.

ORAL COMMUNICATIONS

Valerie Macias expressed her concern regarding street vendors and night market activity.

Laura Diaz expressed her support for the Puente Creek Bikeway project.

Phillip Phang expressed his opposition of the Puente Creek Bikeway project.

Dale Seidel expressed his opposition of the Puente Creek Bikeway project.

David Diaz expressed his support for the Puente Creek Bikeway project.

City Council recessed at 8:07 p.m. and reconvened at 8:13 p.m.

Nike Alago expressed his opposition regarding item D-6 from the Consent Calendar.

Samuel Jimenez, Marco Padilla, and Ernesto Pantoja expressed their support for the West Coast Arborists contract.

Reina Schmitz expressed her support for the Puente Creek Bikeway project.

Mary Pantojas expressed her opposition for the Puente Creek Bikeway project.

Paul Miyashiro expressed her opposition for the Puente Creek Bikeway project.

Manuel Maldonado spoke regarding the 2020 Census and emphasized on the importance of participating. He also spoke regarding Measure LP and implementing an oversight committee for City infrastructure, and he commended Los Angeles County for having vote centers open for additional days.

Angela Ayile expressed her support for the Puente Creek Bikeway project.

Marie Magrachian expressed her opposition of the Puente Creek Bikeway project.

Jonathan Batalla expressed his opposition of the Puente Creek Bikeway project.

City Clerk Garcia noted into the record that a written communication had been received from the United Democrats of the San Gabriel Valley in support of the Puente Creek Bikeway project.

BOARDS/COMMISSION/COMMITTEE REPORTS

Council Member Solis reported on attending the California Contract Cities Association meeting where discussion included Los Angeles County Fire Department initiative and Proposition 13.

Council Member Holloway reported on the San Gabriel Valley COG meeting where discussion included new Southern California Association of Governments (SCAG) numbers for required housing units. In response to an inquiry from Council Member Holloway, City Attorney Casso stated that he would look into the new SCAG numbers and formulate a response to ensure the numbers are accurate for La Puente.

Mayor Klinakis reported on attending the Sanitation Districts meeting.

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY

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

A motion was made by Council Member Solis, seconded by Council Member Holloway, to waive the reading and approve the minutes of the City Council and Successor Agency meeting of February 11, 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. 19-5493 AND AMENDING THE COMPREHENSIVE PERSONNEL SYSTEM FOR ESTABLISHING THE HOURLY RATES FOR PART-TIME EMPLOYEES

City Manager Lindsey provided a staff report on this item.

Discussion ensued regarding the hiring process and funding for this position.

A motion was made by Mayor Klinakis, seconded by Council Member Munoz, to (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. The motion carried by the following roll call vote:

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

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

Mayor Klinakis pulled Item D-5 and D-6 for further discussion.

Mayor Pro Tem Lewis pulled Item D-8.

A motion was made by Council Member Munoz, seconded by Council Member Solis, to approve Consent Calendar Items D-1 through D-4 and D-7. 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. 1487

Action taken: The City Council and Successor Agency adopted Resolution No. 20-5541 approving Warrant Register No. 1487.

D-2 PRESENTATION OF JANUARY 2020 INVESTMENT REPORT

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

D-3 PRESENTATION OF JANUARY 2020 REQUISITION SUMMARY REPORT

Action taken: The City Council received and filed 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

Action taken: The City Council adopted 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

This item was pulled by Mayor Klinakis for further discussion.

Director of Development Services Di Mario provided a staff report regarding authorizing the Los Angeles County Development Authority to finance the development of a multifamily senior rental housing project in the City of La Puente.

A motion was made by Mayor Klinakis, seconded by Council Member Munoz, to 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. The motion carried by the following roll call vote:

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

- 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

Mayor Klinakis pulled item D-6 and requested it be considered at a future City Council meeting.

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

Action taken: The City Council: (1) approved the plans and specifications for the construction of the Neighborhood Street Improvements on Various City Streets FY 19-20; and (2) authorized 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

Mayor Pro Tem Lewis pulled item D-8 and requested it be discussed by the Communications Ad Hoc Committee and brought back at a future City Council meeting for consideration.

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

AD HOC COMMITTEE REPORTS

Code Enforcement: Mayor Klinakis noted that the ad hoc committee would meet on February 26, 2020.

La Puente Park Master Plan and Youth Program Oversight: Council Member Munoz reported that the ad hoc committee have had several meetings along with the park update presentation prior to the City Council meeting, and she noted the ad hoc committee would be requesting a special meeting to provide direction regarding project phasing.

Military Banner Recognition Program: Nothing to report.

Comprehensive Fee Schedule: Nothing to report.

Communications: Mayor Pro Tem Lewis noted that the ad hoc committee would be meeting soon, and she provided the City Council with samples of new formatting for business cards.

Electronic Billboards: Council Member Holloway and Director of Development Services Di Mario provided an update on the geotechnical drilling for the electronic billboards.

Education and Puente Pride Commissions: Nothing to report.

Park Ordinance Oversight: Nothing to report.

AB 1234 REPORTS – None.

ORAL COMMENTS FROM COUNCIL

Council Member Holloway noted he along with Mayor Klinakis, Council Member Solis and City Staff attended the funeral services of former mayor of City of Industry, Dave Perez.

Mayor Klinakis thanked Staff for their work in the park and for the park update presentation.

ORAL COMMENTS FROM STAFF

City Manager Lindsey thanked Willdan Engineering and City Staff for working hard on all the ongoing projects.

ADJOURNMENT

There being no further business before the City Council, Mayor Klinakis adjourned the meeting at 9:05 p.m. in memory of Geraldine Zapata.

Approved this 10th day of March, 2020.

Sheryl Garcia
City Clerk

Charlie Klinakis
Mayor/Chair

RESOLUTION NO. 20-5543

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE ALLOWING CERTAIN CLAIMS AND
DEMANDS IN THE AMOUNT OF \$1,156,602.28 (WARRANT
REGISTER 1488)**

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 3152 through 3235 and Drafts numbered 00848 through 00856 and ACH number 168 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 10th day of March, 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 02/17/2020 - 02/28/2020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
168	2/21/2020 62714	TANKO POLE REPLACEMENT-VALLEY BLVD	TANKO LIGHTING	285-3330-53111	7,331.27 7,331.27
3152	2/21/2020 INV0004840 INV0004841	ALLIAN 07-09/19 QTR INSURANCE PROGRAM 10-12/19 QTR INSURANCE PROGRAM	ALLIANT INSURANCE SERVICES	100-1135-53613 100-1135-53613	1,540.00 970.00 570.00
3153	2/21/2020 20-00089	AMERI 01/2020 MONTHLY SVC FEE	AMERINATIONAL	100-3320-53111	115.65 115.65
3154	2/21/2020 000014328983	ATT 01/13-02/12 PHONE - CC FAX LINE	AT&T	100-4100-53715	39.81 39.81
3155	2/21/2020 INV0004836	BRIGAR 01/15-02/12 PYMT - TOTS IN MOTION/BALLET	BRIANA GARCIA	100-4100-53111	196.42 196.42
3156	2/21/2020 46068	CALWST LP PARK ELECTRICAL BOX SAFETY LOCKS	CALWEST LIGHTING SERVICES, INC.	285-3330-53822	671.19 671.19
3157	2/21/2020 IN2241851	CBE4AM 11-02/20 FACILITY COPIER COUNT	CBE OFFICE SOLUTIONS	100-1150-53911	1,211.96 1,211.96
3158	2/21/2020 66802080	CBEEQU 02/20 CH COPIER LEASE	CELL BUSINESS EQUIPMENT	100-1150-53911	435.02 435.02
3159	2/21/2020 INV0004838	MARCIN 01/17-02/15 PYMT - BALLET/TAP/JAZZ	CINDALL GREEN	100-4100-53111	809.03 809.03
3160	2/21/2020 66986582	CONCEN HEALTH SCREENING NEW HIRES	CONCENTRA	100-1135-53406	212.00 212.00
3161	2/21/2020 82003536	CORLOG 01/20 PROPERTY DATA SVC	CORELOGIC SOLUTIONS, LLC	100-3320-53111	100.00 100.00
3162	2/21/2020 4354352	ENTFMT FORD FUSION ENERGI UNIT # 238D55	ENTERPRISE FLEET MANAGEMENT	270-3100-54484	37,043.91 37,043.91
3163	2/21/2020 FBN3880504 FBN3880504	ENTFMT 01/2020 VEH MTCE 01/2020 MONTHLY LEASE	ENTERPRISE FLEET MANAGEMENT	555-3150-53812 555-3150-53912	4,007.06 1,991.82 2,015.24
3164	2/21/2020 INV0004837	FLOESP 01/17-02/14 PYMT - BALLET/FOLKLORICO	ESPERANZA FLORES	100-4100-53111	318.99 318.99
3165	2/21/2020 014815950	GALLS ANIMAL CONTROL - UNIFORM	GALLS	100-2130-53015	131.73 131.73
3166	2/21/2020 INV0004316	HARLOP FACILITY DEPOSIT REIM-LOPEZ	HARLENE LOPEZ	600-20230	200.00 200.00
3167	2/21/2020 0291240	INDTI TIRE REPAIR (1)	INDUSTRY TIRE SERVICE	555-3150-53812	156.21 156.21
3168	2/21/2020 INV0004831	ALVJON MILAGE REIM - ALVAREZ	JONATHAN ALVAREZ	100-1130-53972	49.25 49.25
3169	2/21/2020 INV0004839 INV0004839	LACANL 12/19 ANIMAL HOUSING 12/19 ANIMAL LICENSE FEE	LA CO ANIMAL CARE AND CONTROL	100-2130-53112 100-42140	6,663.23 6,913.23 -250.00

Check Register Report

Payment Dates: 02/17/2020 - 02/28/2020

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
3170	2/21/2020	LACSHF	LA CO SHERIFF'S DEPT		12,728.47
	202339AL	10-12/19 FUEL CITY VEH		555-3150-53014	7,686.28
	202342AL	12/19 HELICOPTER SVC		100-2100-53110	513.34
	202343AL	12/19 HELICOPTER SVC		100-2100-53110	69.38
	202372AL	12/19 IDT-HOLIDAY PARADE		100-2100-53183	4,459.47
3171	2/21/2020	LEA360	LEAR360		4,853.66
	2018000284	OFFICE 365 INSTALLATION-QTR BILLING		550-6100-53017	4,853.66
3172	2/21/2020	MALNAM	MALOOF NAMAN BUILDERS, INC		22,979.89
	1474107	REMOVAL WALL/CONCRETE BARRICADES		500-5595-59300	22,979.89
3173	2/21/2020	LAPUPC	PETTY CASH		237.96
	INV0004847	SUPPLIES-CC REORG MTG-GARCIA		100-1100-53976	7.30
	INV0004847	WEBSITE REVIEW MTG MEAL		100-1130-53972	59.64
	INV0004847	DONUTS-CENSUS MTG		100-1130-53972	10.50
	INV0004847	CSMFO TRAINING REIM-HERRERA		100-1130-53972	19.72
	INV0004847	EMPLOYMENT LIVESCAN-GALVAN		100-1135-53406	23.00
	INV0004847	EMPLOYMENT LIVESCAN-TELLEZ		100-1135-53406	23.00
	INV0004847	TRASH BAGS REIM-DUNLAP		100-2130-53011	39.34
	INV0004847	CAL GRANT WORKSHOP REIM-RUBIO		100-3320-53972	46.67
	INV0004847	BACKFLOW SUPP REIM-CARRILLO		285-3330-53822	8.79
3174	2/21/2020	QUINMO	QUINTIN'S MOBIL		172.16
	1010595	FUEL-MTCE VEH		555-3150-53014	59.00
	1011512	FUEL-MTCE VEH		555-3150-53014	60.62
	1018402	FUEL-MTCE VEH		555-3150-53014	52.54
3175	2/21/2020	RHF	R.H.F. INC		308.34
	75053	BATTERY PURCHASE FOR LASD MOTOR OFFICER		100-2100-53811	308.34
3176	2/21/2020	LOPREA	REANNA LOPEZ		26.00
	INV0004832	EMPLOYMENT LIVESCAN REIM - LOPEZ		100-1135-53406	26.00
3177	2/21/2020	RIOHO	RIO HONDO COLLEGE		355.65
	S20-61-ZLPT	CODE ENF TRAINING - PC 832 ARREST		100-2110-53151	355.65
3178	2/21/2020	ROBFLO	ROBINSON'S FLOWERS		180.94
	6377636	FLOWERS FOR PEREZ FAMILY		100-1110-53976	180.94
3179	2/21/2020	SGVT	SAN GABRIEL VLY NEWSPAPER		384.50
	0011363722	AD-ORD #20-968		100-1120-53411	384.50
3180	2/21/2020	STAPLE	STAPLES CREDIT PLAN		801.03
	2420691221	CLASP ENVELOPES		100-1150-53011	30.34
	2423377121	OFFICE CHAIRS (3)		100-1150-53011	197.97
	2426846051	ANIMAL CONTROL - CASH BOX		100-2130-53011	25.02
	2426888531	OFFICE SUPPLIES		100-1150-53011	32.19
	2427338881	CLIPBOARD		100-1150-53011	2.50
	2427563021	OFFICE SUPPLIES		100-1150-53011	89.82
	2427563021	ANIMAL CONTRL - OFFICE SUPPLIES		100-2130-53011	11.99
	2432695671	OFFICE SUPPLIES		100-1150-53011	113.04
	2438123491	CITY CLERK SUPPLIES		100-1120-53011	23.10
	2438123491	OFFICE SUPPLIES		100-1150-53011	275.06
3181	2/21/2020	ROMSTE	STEVE ROMERO		26.00
	INV0004830	EMPLOYMENT LIVESCAN REIM - ROMERO		100-1135-53406	26.00
3182	2/21/2020	GASCO	THE GAS COMPANY		526.92
	INV0004834	01/06-02/04 GAS-YLAC		100-4110-53711	405.86
	INV0004835	01/06-02/04 GAS-COMM CTR		100-4100-53711	121.06
3183	2/21/2020	INCODE	TYLER TECHNOLOGIES, INC.		1,250.00
	045-291624	01/20 EXECUTIME PROF SVC		550-6100-53017	1,125.00

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	045-292501	01/20 EXECUTIME PROF SVC		550-6100-53017	125.00
3184	2/21/2020 CP165	UNISTA PAYROLL TAXES	UNITED STATES TREASURY	100-1130-53965	414.85 414.85
3185	2/21/2020	CALCARD	US BANK CALCARD		2,888.98
	INV0004842	BUDGET MTG MEAL		100-1110-53972	31.68
	INV0004842	CODE ENF MTG MEAL		100-1110-53972	47.94
	INV0004842	ANIMAL CONTROL MTG MEAL		100-1110-53972	28.52
	INV0004842	VESTA PREPAID AT & T		100-2130-53011	91.37
	INV0004842	FUEL		555-3150-53014	41.50
	INV0004842	FUEL		555-3150-53014	47.92
	INV0004842	FUEL		555-3150-53014	39.50
	INV0004843	POLICY MAKER CONFERENCE		100-1100-53972	308.52
	INV0004843	GOVER ACCOUNTING REGISTRATION-CARRILLO		100-1130-53972	75.00
	INV0004843	CE-CAMERA BATTERY		100-2110-53012	54.73
	INV0004843	VESTA PREPAID AT & T		100-2130-53011	121.92
	INV0004843	ANIMAL CONTROL TRAINING SVC		100-2130-53151	500.00
	INV0004843	STEERING WHEEL COVERS		555-3150-53812	42.11
	INV0004844	CERTIFICATE RIBBON		100-1120-53976	34.67
	INV0004845	OFFICE SUPPLIES		100-4100-53011	91.75
	INV0004845	MEAL-LEAD YOUTH DAY		100-4140-53993	14.58
	INV0004845	MEAL-LEAD YOUTH DAY		100-4140-53993	440.37
	INV0004845	MEAL-LEAD YOUTH DAY		100-4140-53993	106.80
	INV0004846	ICSC MEMBERSHIP DUES-DIMARIO		100-3300-53971	270.00
	INV0004846	ICSC CONFERENCE-DIMARIO		100-3300-53972	95.00
	INV0004846	INK CARTRIDGE		100-3330-53011	49.24
	INV0004846	BACKFLOW PARTS		285-3330-53822	325.24
	INV0004846	CNG FUEL-MTCE DEPT		555-3150-53014	30.62
3186	2/21/2020 INV0004833	VOLDEF 12/19 HOUSING SVC	VOLUNTEERS IN DEFENSE OF ANIMALS	100-2130-53111	2,573.00 2,573.00
3187	2/21/2020	WILENG	WILLDAN ENGINEERING		183,928.40
	003-31207	11/19 - TRACT MAP-77172 @ 335 WILLOW		600-20230	180.00
	003-31218	11/19 ENGINEERING PERMITS		100-3110-53120	8,071.70
	003-31259	10/19 PARK SEWER DESIGN		500-5595-59210	45,623.35
	003-31260	11/19 PARK SEWER DESIGN		500-5595-59210	109,043.10
	003-31348	12/19 SKATE PARK BID REVIEW		280-5585-59600	1,870.00
	003-31355	12/19 ENGINEERING PERMITS		100-3110-53120	9,530.95
	003-31367	12/19 SEWER PARK IMPROVEMENT DESIGN		500-5595-59210	7,118.55
	022-12348	12/19 LP PARK-GEOTECHNICAL SVC		100-3300-53111	2,490.75
3188	2/28/2020	AFLAC	AFLAC		578.04
	INV0004805	EMPLOYEE LIFE ASSURANCE		100-20399	139.29
	INV0004805	EMPLOYEE LIFE ASSURANCE		260-20399	7.09
	INV0004805	EMPLOYEE LIFE ASSURANCE		285-20399	15.43
	INV0004806	EMPLOYEE INSURANCE		100-20399	109.71
	INV0004806	EMPLOYEE INSURANCE		260-20399	17.50
	INV0004848	EMPLOYEE LIFE ASSURANCE		100-20399	140.12
	INV0004848	EMPLOYEE LIFE ASSURANCE		260-20399	7.80
	INV0004848	EMPLOYEE LIFE ASSURANCE		285-20399	13.89
	INV0004849	EMPLOYEE INSURANCE		100-20399	107.96
	INV0004849	EMPLOYEE INSURANCE		260-20399	19.25
3189	2/28/2020 INV0004851	STADIS PR WITHOLDING ORDER	CALIFORNIA STATE DISBURSEMENT UNIT	100-20399	325.00 325.00
3190	2/28/2020	NATRS	NATIONWIDE RETIREMENT		120.00
	INV0004857	Employee Contribution		100-20340	111.03
	INV0004857	Employee Contribution		200-20340	0.87
	INV0004857	Employee Contribution		203-20340	0.87

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	INV0004857	Employee Contribution		205-20340	0.87
	INV0004857	Employee Contribution		210-20340	0.87
	INV0004857	Employee Contribution		215-20340	0.87
	INV0004857	Employee Contribution		285-20340	4.62
3191	2/28/2020	RELIAN	RELIANCE STANDARD LIFE INS.		2,164.51
	INV0004850	LIFE INSURANCE		100-20320	380.47
	INV0004850	LIFE INSURANCE		200-20320	23.71
	INV0004850	LIFE INSURANCE		203-20320	11.94
	INV0004850	LIFE INSURANCE		205-20320	12.18
	INV0004850	LIFE INSURANCE		210-20320	12.39
	INV0004850	LIFE INSURANCE		215-20320	4.93
	INV0004850	LIFE INSURANCE		260-20320	14.15
	INV0004850	LIFE INSURANCE		285-20320	48.23
	INV0004855	LTD INSURANCE		100-20330	623.82
	INV0004855	LTD INSURANCE		200-20330	47.70
	INV0004855	LTD INSURANCE		203-20330	29.51
	INV0004855	LTD INSURANCE		205-20330	30.47
	INV0004855	LTD INSURANCE		210-20330	24.88
	INV0004855	LTD INSURANCE		215-20330	17.43
	INV0004855	LTD INSURANCE		260-20330	28.79
	INV0004855	LTD INSURANCE		285-20330	90.50
	INV0004862	STD INSURANCE		100-20330	533.24
	INV0004862	STD INSURANCE		200-20330	40.75
	INV0004862	STD INSURANCE		203-20330	25.23
	INV0004862	STD INSURANCE		205-20330	26.05
	INV0004862	STD INSURANCE		210-20330	21.27
	INV0004862	STD INSURANCE		215-20330	14.90
	INV0004862	STD INSURANCE		260-20330	24.60
	INV0004862	STD INSURANCE		285-20330	77.37
3192	2/28/2020	FTB	STATE OF CALIFORNIA FRANCHISE TAX BOARD		223.18
	INV0004852	PR WITHOLDING ORDER		100-20399	223.18
3193	2/28/2020	USBANK	U.S BANK PARS ACCT# 6746022400		3,446.98
	INV0004861	PARS RETIREMENT		100-20340	2,210.91
	INV0004861	PARS RETIREMENT		200-20340	135.42
	INV0004861	PARS RETIREMENT		203-20340	75.64
	INV0004861	PARS RETIREMENT		205-20340	30.26
	INV0004861	PARS RETIREMENT		260-20340	633.73
	INV0004861	PARS RETIREMENT		285-20340	361.02
3194	2/28/2020	ICMARC	VANTAGEPOINT TRANSFER AGENTS-457		1,394.67
	INV0004853	EMPLOYEE LOAN REPYMT		100-20399	73.91
	INV0004853	EMPLOYEE LOAN REPYMT		200-20399	1.74
	INV0004853	EMPLOYEE LOAN REPYMT		210-20399	19.02
	INV0004854	EMPLOYEE CONTRIBUTIONS		100-20399	682.46
	INV0004854	EMPLOYEE CONTRIBUTIONS		200-20399	113.74
	INV0004854	EMPLOYEE CONTRIBUTIONS		203-20399	107.87
	INV0004854	EMPLOYEE CONTRIBUTIONS		205-20399	107.87
	INV0004854	EMPLOYEE CONTRIBUTIONS		210-20399	72.61
	INV0004854	EMPLOYEE CONTRIBUTIONS		215-20399	87.51
	INV0004854	EMPLOYEE CONTRIBUTIONS		260-20399	36.77
	INV0004854	EMPLOYEE CONTRIBUTIONS		285-20399	91.17
3195	2/28/2020	AMABUS	AMAZON CAPITAL SERVICES INC		1,336.74
	1RJG-H6G9-19V6	MONITORS, INK CARTRIDGE		550-6100-53018	1,336.74
3196	2/28/2020	ATT	AT&T		77.05
	000014241810	12/28-01/27 PHONE-SR CENTER 911 LN		100-4130-53715	57.71
	000014328979	01/13-02/13 PHONE CC FIRE ALARM		100-4100-53715	9.67

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	000014328985	01/13-02/12 PHONE - YLAC FIRE ALARM		100-4110-53715	9.67
3197	2/28/2020 0083008	BRYAN BUSINESS CARDS - MADRID	BRYAN PRESS	100-1150-53976	44.50 44.50
3198	2/28/2020 B05655	CALP TRAFFIC BOLLARDS	CALPIPE	203-5592-59300	10,128.48 10,128.48
3199	2/28/2020 IN2244556	CBE4AM 11-02/2020 CH COPIER COUNTS	CBE OFFICE SOLUTIONS	100-1150-53911	1,445.93 1,445.93
3200	2/28/2020 INV0004870 INV0004871 INV0004872	EDISON 01/08-02/19 ELEC - VARIOUS 01/21-02/19 ELEC - 14746 TEMPLE 01/21-02/19 ELEC - 16159 TEMPLE AVE	EDISON CO	100-1150-53712 200-3120-53713 200-3120-53713	282.03 259.76 11.33 10.94
3201	2/28/2020 11643	EMEVEH EMERGENCY LIGHT INSTALLATION-CROWN VIC	EMERGENCY VEHICLE SPECIALTIES	555-3150-53812	846.30 846.30
3202	2/28/2020 INV0004887	FRABAU LIVESCAN REIM-BAUTISTA	FRANKCHESCOLY BAUTISTA	100-1135-53406	26.00 26.00
3203	2/28/2020 INV0004873	VERIC 02/07-03/06 PHONE - SR CTR ALARM	FRONTIER COMMUNICATIONS	100-4130-53715	111.68 111.68
3204	2/28/2020 282183 282184 282185	GORM LP PARK JANITORIAL SUPPLIES LP PARK JANITORIAL SUPPLIES LP PARK JANITORIAL SUPPLIES	GORM INC	100-3330-53011 100-3330-53011 100-3330-53011	951.89 925.00 -147.75 174.64
3205	2/28/2020 3553	HACLWN TOOL-MTCE	HACIENDA LAWNMOWER SHOP	100-3330-53012	40.86 40.86
3206	2/28/2020 INV0004879	HARHAR REIM - OVERPAYMENT HARDY & HARPER	HARDY & HARPER, INC.	100-48900	40.00 40.00
3207	2/28/2020 0033074-IN 0033074-IN	HDLASS 1ST QTR SALES TAX 3RD QTR AUDIT SVC	HINDERLITER DE LLAMAS & ASSOCIATES	100-1130-53111 100-1130-53111	2,005.46 1,200.00 805.46
3208	2/28/2020 55763 55771	INHOFA HYDRAULIC OIL-TRACTOR REPAIR PARTS-TRACTOR	INDUSTRY HOSES & FASTNERS	555-3150-53812 555-3150-53812	246.73 63.07 183.66
3209	2/28/2020 103517 103519 103519 103520	JCLBAR ST SIGN HARDWARE HARD HATS TRAFFIC SIGNS STOP SIGNS	JCL TRAFFIC	200-3120-53821 100-3330-53015 200-3120-53821 200-3120-53821	1,750.53 329.56 68.95 537.34 814.68
3210	2/28/2020 INV0004885	JENSAN REFUND-ANIMAL CONTROL APPLICATION	JENNIFER SANCHEZ	100-42140	60.00 60.00
3211	2/28/2020 158044	GONSALV 03/20 LEGISLATIVE SVC	JOE A. GONSALVES & SON	100-1100-53111	2,500.00 2,500.00
3212	2/28/2020 33861607	TYCOIN 03/01-05/20 SC ALARM SVC	JOHNSON CONTROLS SECURITY SOLUTIONS	100-4130-53813	866.16 866.16
3213	2/28/2020 INV0004886	KIMMAC TRAINING REIM-MACHUCA	KIMBERLY P MACHUCA	100-2110-53151	56.05 56.05
3214	2/28/2020 200889AL 201599AL	LACSHF 12/18 HELICOPTER SVC 11/19 LAW ENF SVC	LA CO SHERIFF'S DEPT	100-2100-53110 100-2100-53110	593,269.26 1,814.17 511,690.51

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	201599AL	11/19 LIABILITY INSURANCE		100-2100-53186	53,973.85
	202674AL	(3)MDC MOBILE DIGITAL COMPUTERS-FUSIONS		555-3150-54484	25,275.00
	202681VL	01/2020 PRISONER MTCE		100-2100-53184	515.73
3215	2/28/2020	LACMTA	LAC METROPOLITAN TRANSPORTATION AUTHORITY		160.00
	105219	02/20 METRO MONTHLY SVC		210-3130-53915	160.00
3216	2/28/2020	LITCAE	LITTLE CAESAR ENTERPRISES, INC		104.00
	INV0004883	REFUND-OVERPAYMENT BL#6872		100-48900	104.00
3217	2/28/2020	MARLAN	MARIPOSA LANDSCAPE, INC		24,976.65
	01	12/19 RIGHT OF WAY IMPR-AMAR/ELLIOT RETENTION		215-20220	-1,314.56
	01	12/19 RIGHT OF WAY IMPR-AMAR/ELLIOT		215-5518-59300	26,291.21
3218	2/28/2020	CARMAR	MARISSA CARRILLO		35.42
	INV0004878	MILAGE REIM - CARRILLO		100-1130-53972	35.42
3219	2/28/2020	ORACOU	ORANGE COUNTY SHERIFF'S DEPT		112.20
	INV0004884	REGISTRATION-CARDONA		100-2110-53151	112.20
3220	2/28/2020	ORSCON	ORS CONSTRUCTION		9,900.00
	03857	RETENTION-MORENO		260-20220	-1,100.00
	03857	PROGRESS PYMT-MORENO		260-3320-53977	11,000.00
3221	2/28/2020	QUINMO	QUINTIN'S MOBIL		283.43
	1014231	FUEL-MTCE VEH		555-3150-53014	80.00
	1014297	FUEL-MTCE VEH		555-3150-53014	96.03
	1015224	FUEL-MTCE VEH		555-3150-53014	72.80
	1016742	FUEL-CE FUSION		555-3150-53014	34.60
3222	2/28/2020	REGION	REGIONAL TAP SERVICE CENTER		10,039.50
	6012157	01/20 FH TAP MONTHLY PASSES		210-3130-53915	10,039.50
3223	2/28/2020	SGVWC	S.G.V. WATER CO		1,352.08
	INV0004877	01/07-02/06 WTR-935 IRRIG PUENTE		200-3120-53714	114.38
	INV0004880	01/10-02/11 WTR-715 IRRIG		200-3120-53714	222.77
	INV0004881	01/10-02/11 WTR-545 IRRIG		200-3120-53714	242.64
	INV0004882	01/10-02/11 WTR-13760 IRRIG		200-3120-53714	772.29
3224	2/28/2020	SITEON	SITEONE LANDSCAPE SUPPLY, LLC		2,878.59
	96734961-001	LP PARK IRRIGATION SUPPLIES		285-3330-53822	406.40
	967506903-001	LP PARK IRRIGATION SUPPLIES		285-3330-53822	321.28
	96949784-001	LP PARK IRRIGATION SUPPLIES		285-3330-53822	314.95
	96993156-002	LP PARK IRRIGATION SUPPLIES		285-3330-53822	102.73
	96993159-001	LP PARK IRRIGATION SUPPLIES		285-3330-53822	750.51
	97124272-001	LP PARK IRRIGATION SUPPLIES		285-3330-53822	339.15
	97124272-002	LP PARK IRRIGATION SUPPLIES		285-3330-53822	86.21
	97150904-001	LP PARK IRRIGATION PIPE		285-3330-53822	557.36
3225	2/28/2020	SMART	SMART & FINAL		347.53
	013650	SC DAILY COFFEE SUPPLIES		100-4130-53011	239.87
	013652	OFFICE SUPPLIES		100-4100-53011	22.97
	015142	BI-ANNUAL STAFF MEETING		100-4100-53972	19.14
	035034	SUPPLIES - TEEN VOICE MTG		100-4140-53993	65.55
3226	2/28/2020	SOCVOC	SOCIAL VOCATIONAL SERVICE, INC.		3,640.00
	58A2001-IN	01/2020 BUS SHELTER MTCE		210-3130-53816	3,640.00
3227	2/28/2020	SGTRA	SOUTHLAND TRANSIT INC		43,211.56
	LAPUENTE0120	01/2020 DIAL A RIDE		210-3130-53916	10,600.65
	LAPUENTE0120	01/2020 LP LINK SVC		210-3130-53917	36,236.16
	LAPUENTE0120	01/2020 DIAL A RIDE FARE		210-46100	-60.25
	LAPUENTE0120	01/2020 LP LINK FARE		210-46105	-3,565.00

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3228	2/28/2020	SPORA	SPOHN RANCH		14,040.00
	LP002	BASKETBALL COURT DESIGN		500-5595-59210	7,650.00
	LP003	SKATEPARK & BASKETBALL DESIGN SVC		280-5585-59210	5,540.00
	LP003	SKATEPARK & BASKETBALL DESIGN SVC		500-5595-59210	850.00
3229	2/28/2020	SOSUBW	SUBURBAN WATER SYSTEMS		217.11
	180051308178	01/21-02/19 WTR - AMAR & AILERON		200-3120-53714	217.11
3230	2/28/2020	GASCO	THE GAS COMPANY		253.87
	INV0004876	01/04-02/03 GAS-SENIOR CTR		100-4130-53711	253.87
3231	2/28/2020	TIMEWA	TIME WARNER CABLE		96.92
	0029105021520	02/15-03/14 SC CABLE/INTERNET SVC		100-4130-53715	96.92
3232	2/28/2020	TUNNEL	TUNNELWORKS SERVICES INC		740.00
	1714	INSPECT LATERAL SEWER LINE		500-3210-53111	740.00
3233	2/28/2020	INC0DE	TYLER TECHNOLOGIES, INC.		16,782.57
	025-287517	04/20-03/21 MTCE GENERAL LEDGER		550-6100-53111	16,782.57
3234	2/28/2020	UNISUP	UNISON SUPPLY		807.14
	1-5048	LANDSCAPE SUPPLIES		200-3120-53814	184.00
	1-5048	LANDSCAPE SUPPLIES		285-3330-53822	66.32
	1-5077	ST MARKING PAINT		200-3120-53821	13.03
	1-5084	ST MARKING PAINT		200-3120-53821	30.44
	1-5111	SQUARE SHOVEL		100-3330-53012	17.30
	1-5199	IRRIGATION SUPPLIES		285-3330-53822	52.40
	1-5422	IRRIGATION SUPPLIES		285-3330-53822	436.36
	1-5447	IRRIGATION SUPPLIES		285-3330-53822	7.29
3235	2/28/2020	VINCEN	VINCENT'S GENERAL SERVICES		450.03
	0003921867	01/2020 CNG FUEL MTCE		555-3150-53014	450.03
DFT0000848	2/28/2020	CPERS-HEALTH	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		46,069.10
	INV0004856	HEALTH INSURANCE		100-20399	31,836.66
	INV0004856	HEALTH INSURANCE		200-20399	2,763.74
	INV0004856	HEALTH INSURANCE		203-20399	1,718.61
	INV0004856	HEALTH INSURANCE		205-20399	1,550.98
	INV0004856	HEALTH INSURANCE		210-20399	1,271.84
	INV0004856	HEALTH INSURANCE		215-20399	464.75
	INV0004856	HEALTH INSURANCE		260-20399	1,577.33
	INV0004856	HEALTH INSURANCE		285-20399	4,885.19
DFT0000849	2/28/2020	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		10,186.51
	INV0004858	EMPLOYER CONTRIBUTION		100-20360	7,173.86
	INV0004858	EMPLOYER CONTRIBUTION		200-20360	525.73
	INV0004858	EMPLOYER CONTRIBUTION		203-20360	299.89
	INV0004858	EMPLOYER CONTRIBUTION		205-20360	325.19
	INV0004858	EMPLOYER CONTRIBUTION		210-20360	288.16
	INV0004858	EMPLOYER CONTRIBUTION		215-20360	154.09
	INV0004858	EMPLOYER CONTRIBUTION		260-20360	351.41
	INV0004858	EMPLOYER CONTRIBUTION		285-20360	1,068.18
DFT0000850	2/28/2020	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		7,005.47
	INV0004859	PERS- NEW EMPLOY CONTRB		100-20399	4,767.44
	INV0004859	PERS- NEW EMPLOY CONTRB		200-20399	392.41
	INV0004859	PERS- NEW EMPLOY CONTRB		203-20399	249.37
	INV0004859	PERS- NEW EMPLOY CONTRB		205-20399	258.93
	INV0004859	PERS- NEW EMPLOY CONTRB		210-20399	205.38
	INV0004859	PERS- NEW EMPLOY CONTRB		215-20399	144.02
	INV0004859	PERS- NEW EMPLOY CONTRB		260-20399	249.00
	INV0004859	PERS- NEW EMPLOY CONTRB		285-20399	738.92

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DFT0000851	2/28/2020	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		725.48
	INV0004860	EMPLOYEE PORTION		100-20360	664.48
	INV0004860	EMPLOYEE PORTION		200-20360	15.25
	INV0004860	EMPLOYEE PORTION		210-20360	7.63
	INV0004860	EMPLOYEE PORTION		285-20360	38.12
DFT0000852	2/28/2020	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		33.00
	INV0004863	SURVIVORS LIFE INSURANCE		100-20350	24.62
	INV0004863	SURVIVORS LIFE INSURANCE		200-20350	1.58
	INV0004863	SURVIVORS LIFE INSURANCE		203-20350	0.79
	INV0004863	SURVIVORS LIFE INSURANCE		205-20350	0.81
	INV0004863	SURVIVORS LIFE INSURANCE		210-20350	0.81
	INV0004863	SURVIVORS LIFE INSURANCE		215-20350	0.33
	INV0004863	SURVIVORS LIFE INSURANCE		260-20350	0.94
	INV0004863	SURVIVORS LIFE INSURANCE		285-20350	3.12
DFT0000853	2/28/2020	EMPLOY	EMPLOYMENT DEVELOPMENT DEPT		4,388.13
	INV0004866	STATE INCOME TAX		100-20310	3,118.84
	INV0004866	STATE INCOME TAX		200-20310	216.92
	INV0004866	STATE INCOME TAX		203-20310	146.03
	INV0004866	STATE INCOME TAX		205-20310	137.20
	INV0004866	STATE INCOME TAX		210-20310	97.91
	INV0004866	STATE INCOME TAX		215-20310	90.95
	INV0004866	STATE INCOME TAX		260-20310	161.48
	INV0004866	STATE INCOME TAX		285-20310	418.80
DFT0000854	2/28/2020	IRSPR	IRS PAYROLL TAX DEPOSIT		13,643.90
	INV0004867	FEDERAL WITHHOLDING		100-20300	9,843.48
	INV0004867	FEDERAL WITHHOLDING		200-20300	623.19
	INV0004867	FEDERAL WITHHOLDING		203-20300	412.16
	INV0004867	FEDERAL WITHHOLDING		205-20300	345.55
	INV0004867	FEDERAL WITHHOLDING		210-20300	259.99
	INV0004867	FEDERAL WITHHOLDING		215-20300	219.39
	INV0004867	FEDERAL WITHHOLDING		260-20300	699.09
	INV0004867	FEDERAL WITHHOLDING		285-20300	1,241.05
DFT0000855	2/28/2020	IRSPR	IRS PAYROLL TAX DEPOSIT		4,374.58
	INV0004868	MEDICARE TAX		100-20300	3,028.92
	INV0004868	MEDICARE TAX		200-20300	206.02
	INV0004868	MEDICARE TAX		203-20300	124.36
	INV0004868	MEDICARE TAX		205-20300	109.94
	INV0004868	MEDICARE TAX		210-20300	80.16
	INV0004868	MEDICARE TAX		215-20300	56.18
	INV0004868	MEDICARE TAX		260-20300	337.84
	INV0004868	MEDICARE TAX		285-20300	431.16
DFT0000856	2/28/2020	CPERS-HEALTH	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		19,540.00
	INV0004869	2/2020 CalPers Admin Fee		100-1135-51314	177.62
	INV0004869	2/2020 RETIREES HEALTH INSURANCE		100-1135-51314	19,362.38
Grand Total:					1,156,602.28

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	708,322.36
200 - GAS TAX FUND	8,609.28
203 - MEASURE M FUND	13,330.75
205 - MEASURE R FUND	2,936.30
210 - PROP A FUND	59,413.98
215 - PROP C FUND	26,232.00
260 - CDBG PROGRAM FUND	14,066.77
270 - AIR QUALITY IMPROVEMENT FUND	37,043.91
280 - MISCELLANEOUS GRANTS FUND	7,410.00
285 - LIGHTING & LANDSCAPE MAINTENANCE	21,304.22
500 - SEWER CONSTRUCTION/MAINTENANCE FUND	194,004.89
550 - EQUIPMENT REPLACEMENT FUND	24,222.97
555 - VEHICLE MAINTENANCE & REPLACEMENT FUND	39,324.85
600 - SPECIAL DEPOSIT FUND	380.00
Grand Total:	1,156,602.28

Account Summary

Account Number	Account Name	Payment Amount
100-1100-53111	Contract Services - Private	2,500.00
100-1100-53972	Conferences & Meetings	308.52
100-1100-53976	Special Departmental	7.30
100-1110-53972	Conferences & Meetings	108.14
100-1110-53976	Special Departmental	180.94
100-1120-53011	Operating Supplies	23.10
100-1120-53411	Printing & Publishing	384.50
100-1120-53976	Special Departmental	34.67
100-1130-53111	Contract Services - Private	2,005.46
100-1130-53965	Financial Service Fees	414.85
100-1130-53972	Conferences & Meetings	249.53
100-1135-51314	Health Insurance	19,540.00
100-1135-53406	Recruitment Expenses	336.00
100-1135-53613	Insurance-Special Events	1,540.00
100-1150-53011	Operating Supplies	740.92
100-1150-53712	Utility - Electricity	259.76
100-1150-53911	Equipment Lease/Rental	3,092.91
100-1150-53976	Special Departmental	44.50
100-20300	FIT Payable	12,872.40
100-20310	SIT Payable	3,118.84
100-20320	Life Ins Payable	380.47
100-20330	LTD Payable	1,157.06
100-20340	PARS	2,321.94
100-20350	Group Insurance	24.62
100-20360	PERS	7,838.34
100-20399	Other Payroll Deductions	38,405.73
100-2100-53110	Contract Services - LA Sher..	514,087.40
100-2100-53183	Special Event Services	4,459.47
100-2100-53184	Prisoner Maintenance	515.73
100-2100-53186	Liability Trust Fund	53,973.85
100-2100-53811	Equipment Maintenance	308.34
100-2110-53012	Small Tools & Equipment	54.73
100-2110-53151	Education & Training	523.90
100-2130-53011	Operating Supplies	289.64
100-2130-53015	Uniforms/Boot Reimburs...	131.73
100-2130-53111	Contract Services - Private	2,573.00
100-2130-53112	Contract Services - Public	6,913.23
100-2130-53151	Education & Training	500.00
100-3110-53120	Engineering Permits	17,602.65

Account Summary

Account Number	Account Name	Payment Amount
100-3300-53111	Contract Services - Private	2,490.75
100-3300-53971	Dues & Memberships	270.00
100-3300-53972	Conferences & Meetings	95.00
100-3320-53111	Contract Services - Private	215.65
100-3320-53972	Conferences & Meetings	46.67
100-3330-53011	Operating Supplies	1,001.13
100-3330-53012	Small Tools & Equipment	58.16
100-3330-53015	Uniform/Boot Reimburse...	68.95
100-4100-53011	Operating Supplies	114.72
100-4100-53111	Contract Services - Private	1,324.44
100-4100-53711	Utility - Gas	121.06
100-4100-53715	Utility - Communications	49.48
100-4100-53972	Conferences & Meetings	19.14
100-4110-53711	Utility - Gas	405.86
100-4110-53715	Utility - Communications	9.67
100-4130-53011	Operating Supplies	239.87
100-4130-53711	Utility - Gas	253.87
100-4130-53715	Utility - Communications	266.31
100-4130-53813	Facility Maintenance	866.16
100-4140-53993	Youth Activities Program	627.30
100-42140	Animal License Fees	-190.00
100-48900	Miscellaneous	144.00
200-20300	FIT Payable	829.21
200-20310	SIT Payable	216.92
200-20320	Life Ins Payable	23.71
200-20330	LTD Payable	88.45
200-20340	PARS	136.29
200-20350	Group Insurance	1.58
200-20360	PERS	540.98
200-20399	Other Payroll Deductions	3,271.63
200-3120-53713	Utility - Hwy Lights	22.27
200-3120-53714	Utility - Water	1,569.19
200-3120-53814	Landscape Maintenance	184.00
200-3120-53821	Traffic Markings/Signs	1,725.05
203-20300	FIT Payable	536.52
203-20310	SIT Payable	146.03
203-20320	Life Ins Payable	11.94
203-20330	LTD Payable	54.74
203-20340	PARS	76.51
203-20350	Group Insurance	0.79
203-20360	PERS	299.89
203-20399	Other Payroll Deductions	2,075.85
203-5592-59300	Construction Costs	10,128.48
205-20300	FIT Payable	455.49
205-20310	SIT Payable	137.20
205-20320	Life Ins Payable	12.18
205-20330	LTD Payable	56.52
205-20340	PARS	31.13
205-20350	Group Insurance	0.81
205-20360	PERS	325.19
205-20399	Other Payroll Deductions	1,917.78
210-20300	FIT Payable	340.15
210-20310	SIT Payable	97.91
210-20320	Life Ins Payable	12.39
210-20330	LTD Payable	46.15
210-20340	PARS	0.87
210-20350	Group Insurance	0.81
210-20360	PERS	295.79

Account Summary

Account Number	Account Name	Payment Amount
210-20399	Other Payroll Deductions	1,568.85
210-3130-53816	Bus Shelter Maintenance	3,640.00
210-3130-53915	Public Transit Subsidy	10,199.50
210-3130-53916	Dial-A-Ride Services	10,600.65
210-3130-53917	Fixed Route Shuttle	36,236.16
210-46100	Dial-A-Ride Fares	-60.25
210-46105	Shuttle Fares	-3,565.00
215-20220	Retention Payable	-1,314.56
215-20300	FIT Payable	275.57
215-20310	SIT Payable	90.95
215-20320	Life Ins Payable	4.93
215-20330	LTD Payable	32.33
215-20340	PARS	0.87
215-20350	Group Insurance	0.33
215-20360	PERS	154.09
215-20399	Other Payroll Deductions	696.28
215-5518-59300	Construction Costs	26,291.21
260-20220	Retention Payable	-1,100.00
260-20300	FIT Payable	1,036.93
260-20310	SIT Payable	161.48
260-20320	Life Ins Payable	14.15
260-20330	LTD Payable	53.39
260-20340	PARS	633.73
260-20350	Group Insurance	0.94
260-20360	PERS	351.41
260-20399	Other Payroll Deductions	1,914.74
260-3320-53977	Grants & Loans - Resident...	11,000.00
270-3100-54484	Vehicle Purchase	37,043.91
280-5585-59210	Design Engineering	5,540.00
280-5585-59600	Other Services	1,870.00
285-20300	FIT Payable	1,672.21
285-20310	SIT Payable	418.80
285-20320	Life Ins Payable	48.23
285-20330	LTD Payable	167.87
285-20340	PARS	365.64
285-20350	Group Insurance	3.12
285-20360	PERS	1,106.30
285-20399	Other Payroll Deductions	5,744.60
285-3330-53111	Contract Services - Private	7,331.27
285-3330-53822	Park Maintenance & Repa...	4,446.18
500-3210-53111	Contract Services - Private	740.00
500-5595-59210	Design Engineering	170,285.00
500-5595-59300	Construction Costs	22,979.89
550-6100-53017	Software & Licensing	6,103.66
550-6100-53018	Computer Hardware & Su...	1,336.74
550-6100-53111	Contract Services - Private	16,782.57
555-3150-53014	Fuel	8,751.44
555-3150-53812	Vehicle Maintenance	3,283.17
555-3150-53912	Vehicle Lease/Rental	2,015.24
555-3150-54484	Vehicle Purchase	25,275.00
600-20230	Refundable Special Deposi...	380.00
Grand Total:		1,156,602.28

Project Account Summary

Project Account Key	Payment Amount
None	1,137,248.33
30120E	9,900.00
30220E	262.32

Project Account Summary

Project Account Key	Payment Amount
62020E	4,459.47
68420E	65.55
69420E	4,104.86
74120E	561.75
Grand Total:	1,156,602.28



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: March 10, 2020

From: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION AND APPROVAL OF FINAL TRACT MAP NO. 74920
AND SUBDIVISION IMPROVEMENT AGREEMENT FOR THE PROPERTY
LOCATED AT 135 AND 145 N. 1ST STREET

BACKGROUND

At the meeting of April 9, 2019, the City Council adopted Resolution No. 19-5479 approving Tentative Tract Map No. ("TTM") 74920 to subdivide a 0.96 acre lot for the development of a 22-unit, three-story, attached condominium housing project ("Project") located at 135 and 145 N. 1st Street. The Council also adopted Ordinance No. 19-960 approving Development Agreement No. 17-01 for the Project.

The approval of the final tract map is a ministerial act which means the action is performed according to statutes and legal authority following established procedures without exercising judgment or discretion.

DISCUSSION

The Project is located on a 0.96 acre lot that was the former site of the Star Theater. The site is bounded by Glendora Avenue to the west, Workman Street to the north, 1st Street to the east, and dental offices to the south. The site frontage is currently fully improved with sidewalk, curb & gutter, and parkway trees which will be modified and further improved as part of the Project.

The Engineering Division has reviewed the conditions of approval for TTM 74920 and has determined that all conditions have been complied with as set forth in Resolution No. 19-5479 (Attachment A). Condition No. 6 of the Resolution requires that the developer either complete or bond for all the off-site improvements such as the driveway approach, new curb and gutter, sidewalk and installation of survey monuments before recordation of the final map. The developer has opted to submit a bond for the improvements, so that the improvements may be installed when the property reaches final completion and prior to any of the homes being sold. The bond will require the execution of a Subdivision Improvement Agreement, a copy of which is included as Attachment A.

FISCAL IMPACT

There is no fiscal impact to the City relative to the approval of this Final Tract Map.

RECOMMENDATION

It is recommended that the City Council: (1) find that Final Tract Map No. 74920 complies with all of the Conditions of Approval set forth within Tentative Tract Map No. 74920; (2) approve the attached Subdivision Improvement Agreement and authorize the City Manager to execute the agreement on behalf of the City; and (3) approve the Final Map and authorize the City Clerk to endorse the cover sheet of the Final Map, the certificate which embodies the approval of said Map for recordation with the County of Los Angeles.

ATTACHMENTS

Attachment “A”: Subdivision Improvement Agreement

Attachment “B”: Tract Map

SUBDIVISION IMPROVEMENT AGREEMENT
Final Tract Map No. 74920

This **SUBDIVISION IMPROVEMENT AGREEMENT** (“Agreement” herein) is made this _____ day of _____, 2020, by and between the City of La Puente, a municipal corporation (“City” herein), and Hacienda MBX Venture, LLC (“the Subdivider” herein), collectively referred to herein as the “Parties.”

RECITALS

A. Subdivider previously applied for approval of a tentative tract map to subdivide certain real property located at 135 and 145 N. 1st Street in the City of La Puente, for the purpose of subdividing the existing lot for condominiums (“Subdivision”).

B. The tentative map of the Subdivision was previously approved by the City, subject to the Subdivision Map Act and the City’s Subdivision Ordinance, which is set forth in Title 11 of the La Puente Municipal Code (collectively referred to herein as the “Subdivision Laws”) and to the City’s standard requirements and conditions of approval contained in the Planning Commission’s Resolution No. 19-1527 approving Tentative Tract Map No. 74920 (“Resolution of Approval”), a copy of which is on file in the Office of the City Clerk and which is incorporated herein by this reference.

C. Pursuant to Section 11.28.220 of the Subdivision Laws, as a condition precedent to the approval of a final map, the Subdivider must comply with the Planning Commission’s Resolution of Approval and either: (i) complete, in compliance with City standards, all of the improvements and land development work required by the Subdivision Laws and the Planning Commission’s Resolution of Approval, or (ii) enter into a secured agreement with the City to complete the improvements and land development work within a period of time specified by the City.

D. Plans and related specifications (“Improvement Plans”), for the construction, installation and completion of the certain improvements, more specifically described in the attached Exhibit A, have been prepared by the Subdivider, approved by the City’s Development Services Director or his or her designee (“Director”), and are on file in the office of City’s Development Services Department. Said Improvement Plans are incorporated herein by this reference.

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

1. **SUBDIVIDER’S OBLIGATION TO CONSTRUCT IMPROVEMENTS**

A. Subdivider shall, at its sole expense, and in compliance with the provisions of the Subdivision Laws, the Improvement Plans, and all applicable City standards, and in a good and workmanlike manner, furnish, construct, install and guarantee (as set forth in

Section 3) the Improvements, as generally described in this Section 1, and more specifically described in the attached Exhibit A as well as in the tentative map and in the Planning Commission's Resolution of Approval relating thereto (collectively, the "Improvements").

The general categories of Improvements, as more fully described in Exhibit A, and the estimated costs thereof are as follows:

Sewer Work	\$14,400.00
Off-Site Improvements	\$97,490.00
Monumentation	\$1,200.00
15% Contingency	\$16,960.00
Total Estimated Cost of Improvements	
Plus Contingency	\$130,050.00

B. Subject to any time extensions granted in accordance with Section 4 below, Subdivider shall commence work on the Improvements not later than one (1) year from recordation of Final Tract Map No. 74920 and shall complete the Improvements by no later than two (2) years after recordation of Final Tract Map No. 74920 ("the Completion Date" herein). The Improvements shall not be deemed complete until a Notice of Completion is approved and accepted by the City Council.

Notwithstanding the preceding paragraph, if the Director reasonably determines that accelerated construction of the Improvements is essential in order to protect the public health, welfare and safety, including, without limitation, providing for the orderly development of the surrounding area, the Director shall give Subdivider not less than 15 (fifteen) days' prior written notice to commence or accelerate installation and construction of the Improvements, or any portion thereof. The notice shall describe the work to be done by Subdivider and reasonable time periods within which the work will commence and be completed. All or any portions of said Improvements may be required to be constructed or completed at a specified time. If the Subdivider objects to the commencement or acceleration of the Improvements as specified by the Director, Subdivider may appeal the decision of the Director to the City Council. Any such appeal shall be filed with the City Clerk within 10 (ten) days after receipt by Subdivider of the written notice from the Director. Further, if any of the circumstances specified in Section 4 occur, the provisions of this paragraph shall not prevent Subdivider from requesting a time extension to perform said work, pursuant to the provisions of Section 4.

C. All monumentation shall be installed prior to the City's approval of the Notice of Completion. As used herein, "monumentation" shall mean the setting of survey monuments and tie points in accordance with the Subdivision Laws, and the delivery to the Director of tie notes for said points.

D. Subdivider shall, at its sole expense, replace or repair any and all public improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged as a result of any work by Subdivider or its agents under this Agreement. Any such replacement or repair shall be subject to the approval of the Director. Until recordation of the Notice of Completion of the Improvements, Subdivider assumes responsibility for the care and maintenance of, and any damage to, the Improvements. Subdivider shall replace or repair all Improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged for any reason, regardless whether resulting from the acts of the Subdivider, prior to recordation of the Notice of Completion. Subdivider shall bear the entire cost of such replacement or repairs regardless of what entity owns the underlying property. Any repair or replacement shall be to the satisfaction of the City Engineer.

E. Until the Notice of Completion is recorded, Subdivider shall be responsible for the care and maintenance of such Improvements and shall bear all risks of loss or damage to said Improvements. Neither City, nor its officers, agents' and employees, shall have any liability for any accident, loss or damage to the Improvements prior to their completion and acceptance by the City.

F. Subdivider shall, at its sole expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all fees required by City ordinance or resolution and all taxes required by law.

G. Not less than fifteen (15) days prior to commencement of work on the Improvements, Subdivider shall give written notice to the Director of the date fixed for such commencement of work in order that the Director shall have adequate time to schedule all necessary inspections. City shall use its best efforts to inspect the Improvements in a timely manner.

2. INSPECTION OF WORK AND FINAL ACCEPTANCE

A. Upon completion of the Improvements the Subdivider may request a final inspection by the City Engineer. Subdivider shall maintain proper facilities and safe access for inspection of the Improvements by the City Engineer and other City personnel. Within ten (10) business days of any inspection of the Improvements, the Director shall, as a courtesy, provide written notice to Subdivider of the list of items which have been found to be incomplete and the list of items which have been found to be complete. Regardless of the list provided to the Subdivider by the City, Subdivider shall complete all Improvements as required by this Agreement. If the City Engineer determines that all of the Improvements have been completed in accordance with this Agreement and in compliance with the Improvement Plans and all applicable City standards, then the City Engineer shall promptly certify in writing to the City Council the completion of the Improvements. When applicable law requires an inspection at a particular state of construction of the Improvements, Subdivider shall not proceed with additional work until the inspection has been made, and the work is approved. Subdivider shall bear all costs of inspection and certification for completeness in accordance with City's standard

fees and rates.

B. Acceptance and approval of the Notice of Completion by the City Council shall not constitute a waiver by the City of any defect(s) in the Improvements.

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

A. Subdivider shall guarantee the Improvements against any defective workmanship or any unsatisfactory performance for one year after the recordation of the Notice of Completion. If, within said one year period, any Improvements or part of any Improvements furnished, installed or constructed by the Subdivider, or any of the related work performed under this Agreement, fails to comply with any requirements of this Agreement, or the Subdivision Laws, or the Improvement Plans and related specifications, the Subdivider shall, without delay and without cost to the City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements.

B. Should the Subdivider fail or refuse to act promptly or in accordance with subparagraph 3.A above following thirty (30) days written notice, then the City may, in its reasonable discretion, make the necessary repairs or replacements or perform the necessary reconstruction and, if Subdivider fails to reimburse City for such reasonable costs within fifteen (15) days following a written demand therefore from City, City may draw upon the Subdivider's improvement security to reimburse itself for the costs incurred. If the Subdivider's improvement security does not cover the total cost of such repair, replacement, or reconstruction, the Subdivider shall reimburse the City for any reasonable excess costs incurred.

C. Should the City determine that the public health or safety requires curing any defect before Subdivider can be notified or adequately respond, the City may, in its sole discretion, perform such work as is reasonably necessary to protect the public health or safety, and Subdivider shall pay to City the cost of such work.

D. The security furnished for the faithful performance of the Subdivider's obligation to construct and install the Improvements described herein shall include Subdivider's liability hereunder for the one-year guarantee and warranty of the Improvements as set forth in subparagraph 3.A above.

4. TIME EXTENSIONS

A. Upon a showing by the Subdivider of good cause, the date for commencement of work on the Improvements, or the Completion Date, may be extended by the Director, with the written concurrence of the City Manager. Consent to any such extension shall not be unreasonably withheld. As used herein, "good cause" may include, without limitation, delay resulting from an act or omission of the City; acts of God or force majeure, including, without limitation, inclement weather; inability to obtain labor or materials through no fault of Subdivider; civil unrest; and strikes, boycotts or similar job actions by employees or labor

organizations which prevent the conduct of the work.

B. As a condition of any time extension provided for herein, the Director, with the written concurrence of the City Manager, may require the Subdivider to furnish new or modified improvement security guaranteeing performance of this Agreement, as extended, in an increased amount as necessary to compensate for any projected increase in the Estimated Total Cost of Improvements, as reasonably determined by the Director.

5. IMPROVEMENT SECURITY

A. Prior to City's execution of this Agreement, Subdivider shall provide as security bonds to the City:

1. For Performance and Guarantee: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements as set forth in Section 1, above ("Performance Security"). The form of which shall be subject to City Attorney's prior approval.

2. For Payment: To secure Subdivider's payment to any contractor, subcontractor, person renting or supplying equipment, or furnishing labor and materials for completion of the Improvements, security in the amount of one hundred percent (100%) of the Estimated Total Cost of the Improvements as set forth above in the Section 1, above ("Payment Security"). The form of which shall be subject to City Attorney's prior approval.

3. Warranty: To warranty the Subdivider's work for a period of one (1) year following recordation of the Notice of Completion against any defective work or labor done or defective materials furnished, in the amount of twenty-five percent (25%) of the Estimated Total Cost of the Improvements as set forth above in the Section 1, above ("Warranty Security"). The form of which shall be subject to City Attorney's prior approval.

4. Monument Setting: To secure the Subdivider setting the subdivision monuments as set forth on the Final Map, in the amount of one hundred percent (100%) of the estimated cost of setting the monuments ("Monument Security"). The form of which shall be subject to City Attorney's prior approval.

B. If the improvement security is a corporate surety bond and, in the opinion of the City, any surety or sureties thereon become insufficient, the Subdivider shall renew or replace any such surety bond with good and sufficient surety or sureties within ten (10) days after receiving from City written demand therefor.

C. Improvement security consisting of corporate surety bonds, issued by sureties that are admitted to do business in the State of California, shall be kept on file with the City Clerk. If a corporate surety bond is replaced by another approved bond, the replacement shall be filed with the City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing and approval by the Director of a replacement

bond, the former improvement security shall be released and exonerated.

D. Modifications of the Improvement Plans and related specifications, and modifications of the Improvements, not exceeding ten percent (10%) of the original Estimated Total Cost of the Improvements, shall not subject Subdivider to providing additional improvement security. If any such modifications exceed ten percent (10%) of the Estimated Total Cost of the Improvements, Subdivider shall furnish additional improvement security for performance and guarantee, and for payment, as required by subparagraph A above, for one hundred percent (100%) of the revised Estimated Total Cost of the Improvements.

E. Notwithstanding Subsection 5D above, Subdivider's security shall compensate the City for the actual cost of completing the required Improvements in the event of default by the Subdivider in the performance of this Agreement, regardless of whether the City's cost of completion exceeds the estimated cost of the Improvements.

6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

A. Performance security shall be released upon the recordation of the Notice of Completion.

B. If City receives no notice of recorded claims of lien, labor and materials security shall be released in full 90 days after recordation of the Notice of Completion. If City receives notice of any recorded lien, the provisions of the Subdivision Map Act shall apply.

C. No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in Section 3 of this Agreement, the warranty period shall not commence until recordation of the Notice of Completion. Warranty security not utilized during the warranty period shall be released one year after recordation of the Notice of Completion. However, if at the end of the one-year warranty period, there are one or more outstanding requests by City for performance of work or provision of materials under the terms of the warranty, warranty security shall be retained until the outstanding requests are satisfied or until Subdivider has made other arrangements satisfactory to the City Engineer.

D. City may retain from any security released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

7. INDEMNIFICATION.

A. City and Subdivider agree that City, its elected and appointed officers, officials, employees, agents, contractors, consultants and volunteers ("**City Indemnitees**") should, to the extent permitted by law, be fully protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation or court costs, or any other cost arising out of or in any way related to the Subdivider's performance of this Agreement (collectively,

“Claims”). Accordingly, the provisions of this indemnity clause are intended by the City and Subdivider to be interpreted and construed to provide the fullest protection possible under the law to City. Subdivider acknowledges that City would not enter into this Agreement in the absence of Subdivider’s commitment to indemnify and protect City as set forth herein.

B. To the fullest extent permitted by law, Subdivider shall indemnify, defend with counsel selected by City, and hold harmless the City Indemnitees from and against any and all Claims of every nature arising out of or in connection with Subdivider’s performance of this Agreement or failure to comply with this Agreement. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Subdivider from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any Claims whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Subdivider acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

C. The obligations of Subdivider under this Section 7 will not be limited by the provisions of any workers’ compensation act or similar act. Subdivider expressly waives its statutory immunity under such statutes or laws as to the City Indemnitees.

D. Subdivider’s obligations under this Section 7 are not conditioned or dependent upon whether the City, or its officers, agents and employees, prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the Subdivision or the Improvements, or has insurance or other indemnification covering any of these matters.

E. Subdivider’s obligation to indemnify, hold harmless and defend the City Indemnitees shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Subdivision, and the Improvements required herein, and shall likewise extend to adjacent property owners asserting claims based upon the diversion of waters caused by the Subdivider’s related design or construction of public drainage systems, streets, and other public facilities or improvements. The City’s acceptance of the Improvements shall not constitute an assumption by the City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Subdivision or the Improvements constructed or installed pursuant to the approved Improvement Plans or the Final Map, regardless of any act or omission by the City in approving the Improvement Plans or the Final Map, unless the particular Improvement design was required by the City over the written objection of the Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth an alternative design. This indemnification obligation shall survive the expiration or termination of this Agreement. Notwithstanding anything contained in this Section 7 to the contrary, Subdivider’s improvement security shall not be required to secure the Subdivider’s obligations under this Section 7 beyond the one-year guarantee and warranty period.

F. Subdivider agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 7 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Subdivider in the performance of this Agreement.

8. INSURANCE.

A. Prior to commencement of work on the Improvements, the Subdivider shall obtain, and shall, at its sole costs and expense, carry, maintain, and keep in full force and effect insurance of the types and in the amounts as set forth below:

i. Comprehensive General Liability Insurance in an amount not less than **One Million Dollars (\$1,000,000.00)** including bodily injury, property damage, products, completed operations and contractual liability coverage.

ii. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of **One Million Dollars (\$1,000,000.00)** per occurrence.

iii. Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Subdivider. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **One Million Dollars (\$1,000,000.00)** per accident.

iv. Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than **One Million Dollars (\$1,000,000.00)**.

B. City and its officers, employees, agents, and volunteers shall be named as additional insureds with respect to each of the insurance policies required under this Agreement except for Statutory Workers' Compensation Insurance and Employer's Liability Insurance and Professional Liability Insurance. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, officials, employees, agents, or volunteers. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees, agents and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

C. Subdivider shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

D. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California. The policy or policies for Comprehensive General Liability Insurance, Automobile Liability Insurance, Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be issued by an insurer with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

E. Subdivider agrees that if it does not keep the insurance required by this Section 8 in full force and effect the City may declare Subdivider in default; or take out the necessary insurance and pay, at Subdivider's expense, the premium thereon.

F. Prior to commencement of the work on the Improvements, Subdivider shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the insurance policies required by this Section 8 are in effect in the required amounts and naming the City as an additional insured. Subdivider shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

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

H. All insurance policies required herein shall be written on an occurrence basis and shall name the City Indemnitees as additional insureds, with the exception of professional liability insurance, which shall be written on a claims-made basis. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to City. Subdivider agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

I. Subdivider's insurance coverage shall be primary insurance and shall not be contributing with any insurance or self-insurance maintained by City, and the policies shall so provide. The insurance policies shall contain a waiver of subrogation for the benefit of the City.

J. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

9. OWNERSHIP OF THE IMPROVEMENTS

A. Ownership of all or any category of the Improvements constructed and installed by the Subdivider pursuant to this Agreement and to be dedicated to the City pursuant to the Final Map shall, as applicable, vest in the City upon recordation of a Notice of Completion.

B. The Subdivider shall at all times prior to the acceptance of the Improvements by the City, give good and adequate warning to the public of each and every dangerous and defective condition caused by the construction of the Improvements of which Subdivider or its agents or employees have knowledge and shall take all steps reasonably necessary under the circumstances to protect the public from such dangerous or defective conditions, if any.

10. DEFAULT AND BREACH BY THE SUBDIVIDER AND REMEDIES

A. Upon the occurrence of any of the following events, the Subdivider shall be deemed to be in default under this Agreement:

1. Subject to any time extensions granted in accordance with Section 4, failure to commence construction and installation of the Improvements by the commencement date set forth above in the Subdivision Reference Data;

2. Failure to correct or cure any defect in the Improvements during the one-year guarantee and warranty period, as required by Section 3A or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion;

3. Subject to any time extensions granted in accordance with Section 4, failure to perform substantial construction work, after commencement of work on the Improvements, for a period of thirty (30) days after written notice thereof from the City;

4. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of sixty (60) days;

5. Commencement of a foreclosure action against the Subdivision or any portion thereof, or any conveyance by the Subdivider in lieu or in avoidance of foreclosure; or

6. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after written notice thereof from the City.

B. City reserves to itself all remedies available to it at law or in equity for any breach of Subdivider's obligations under this Agreement. City shall have the right, without limitation of other rights or remedies, to draw upon or utilize any improvement security furnished hereunder to mitigate City's damages in the event of Subdivider's default.

C. The City may serve written notice of any default upon the surety on any corporate surety bond furnished as improvement security hereunder, and request that said surety take over and complete the Improvements herein specified. If such surety, within fifteen (15) days after service of such notice of default, does not give the City written notice of its intention to perform this Agreement, or does not commence such performance within five (5) days after notice to the City of such intention to perform, the City may take over the work and prosecute the same to completion, by contract or by any other method the City deems advisable, for the account and at the expense of the Subdivider and its surety.

D. Subdivider acknowledges that the Estimated Total Costs and improvement security amounts set forth herein may not reflect the actual cost of construction or installation of the Improvements, and, consequently, City's damages for Subdivider's default shall be measured by the cost of completing the required Improvements. If the damages incurred by the City in taking over and completing the Improvements exceeds the principal amount of the improvement security, then the Subdivider shall reimburse the City in the amount of such excess damages.

E. City may, without liability for so doing, take possession of, and utilize in completing the Improvements, such materials, appliances, plants and other property belonging to Subdivider as may be on the site of the work and necessary for the performance of the work. Subdivider hereby consents to entry by the City and its forces, including contractors, upon any real property in the Subdivision owned by Subdivider or by any assignee of this Agreement, in the event the City elects to maintain or complete the work on the Improvements following Subdivider's default.

F. The City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Subdivider.

G. If City sues to compel Subdivider's performance of this Agreement, or to recover from Subdivider or Subdivider's sureties damages or costs incurred in completing or maintaining the work on the Improvements, Subdivider agrees to pay all reasonable attorneys' fees and other costs and expenses of litigation incurred by the City in connection therewith, even if Subdivider subsequently resumes and completes the work.

11. RELATIONSHIP OF THE PARTIES

Neither Subdivider, nor any of Subdivider's contractors, employees or agents, are or shall be deemed to be, agents of the City in connection with the performance of Subdivider's obligations under this Agreement.

12. ASSIGNMENT

A. Subdivider shall not assign this Agreement without the prior written consent of the City which will not be unreasonably withheld or delayed. Any attempted or purported assignment in violation of this subparagraph shall be null and void and shall have no force or effect. In the event of such assignment, replacement bonds, in a form satisfactory to City, shall be provided to City.

B. The sale or other disposition of the Subdivision shall not relieve Subdivider of its obligations hereunder. If Subdivider intends to sell the Subdivision, or any portion thereof, to any other person or entity, the Subdivider may request a novation of this Agreement and a substitution of improvement security. Upon the City's approval of the novation and substitution of improvement security, which shall not be unreasonably withheld or delayed,

the Subdivider may request a release or reduction of the improvement security furnished pursuant to this Agreement, which shall not be unreasonably denied.

13. NOTICES

All notices required or provided for in this Agreement shall be in writing and delivered in person or by mail, postage prepaid, to the addresses set forth below, or such other address that either party may hereafter designate in writing to the other. Notice shall be effective on the date that it is delivered in person, or, if mailed, three (3) days after the date of deposit in the United States Mail.

If to the 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
Fax: (626) 961-4626

And:

James M. Casso, City Attorney
Casso & Sparks, LLP
13300 Crossroads Pkwy N Ste 410
City of Industry, CA 91746
Email: jcasso@cassosparks.com
Tel: (626) 512-5470

If to the Subdivider:

Mingzhong ("Kevin") Xie
Hacienda MBX Venture LLC
1624 Chico Avenue
South El Monte, CA 91733
Email: kevin@cxracing.com
Tel: (626) 589-6720

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties with respect to its subject matter. All modifications, amendments, or waivers of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the Parties.

15. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

16. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

The Recitals and Exhibit A are incorporated into this Agreement.

17. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. The venue for any litigation shall be Los Angeles County, California or in the United States District Court for Central District of California.

18. 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.

19. SIGNATURES

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.

20. AUTHORITY

Each person executing this Agreement hereby represents and warrants (i) their authority to do so, and (ii) that such authority has been duly and validly conferred.

21. EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall be and become effective as of the date that it is executed by a duly authorized officer or employee of the City, it being the intention of the Parties that the Subdivider shall first execute this Agreement and thereafter submit it to the City. The City shall insert the Effective Date in the Subdivision Reference Data in all counterparts of this Agreement and shall transmit a fully executed counterpart to the Subdivider.

[Signature Page to Follow]

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

City of La Puente (“City”)

By: _____
Bob Lindsey, City Manager

ATTEST:

Sheryl Garcia, City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

Hacienda MBX Venture LLC (“Subdivider”)

By: _____
Hacienda MBX Venture

Its: _____
Name, Title

EXHIBIT A

CATEGORIES OF IMPROVEMENTS

1. Sewer Improvements: (a) 6" Sewer house laterals (160 LF)

Estimated Cost: \$14,400.00

2. Off-Site Improvements: (a) Driveway approach (1 EA)
(b) Parkway drain (1 EA)
(c) Miscellaneous removals (1 LS)
(d) Construct curb & gutter (595 LF)
(e) Construct new sidewalk along frontage (4,259 SF)
(f) Construct corner curb ramp (2 EA)
(g) Asphalt Paving (555 SF)
(h) Tree well and tree well planting (8 EA)

Estimated Cost: \$97,490.00

3. Monumentation: (a) Monumentation

Estimated Cost: \$1,200.00

ESTIMATED COST FOR ALL IMPROVEMENTS: \$113,090.00

15% CONTINGENCY: \$16,960.00

TOTAL COST FOR ALL IMPROVEMENTS
PLUS CONTINGENCY: \$130,050.00

PERFORMANCE BOND (100%): \$130,050.00

PAYMENT BOND (100%): \$130,050.00

WARRANTY BOND (25%): \$32,510.00

TOTAL IMPROVEMENT BOND AMOUNT: \$292,610.00

1 LOT
AREA = 41,826 SQ. FT.

SHEET 1 OF 2 SHEETS

TRACT NO. 74920

IN THE CITY OF LA PUENTE
COUNTY OF LOS ANGELES, STATE OF CALIFORNIA

BEING A SUBDIVISION OF PORTIONS OF LOTS 1, 2, 3, AND 4 IN
BLOCK 10 OF TOWN OF PUENTE, AS PER MAP RECORDED IN BOOK
7, PAGES 86 AND 87 OF MISCELLANEOUS RECORDS, IN THE OFFICE
OF THE COUNTY RECORDER OF SAID COUNTY.

FOR CONDOMINIUM PURPOSES

OWNER’S STATEMENT:

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

HACIENDA MBX VENTURE, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY (OWNER)

BY: _____
MANAGER

NOTARY ACKNOWLEDGMENT:

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

STATE OF CALIFORNIA)
COUNTY OF _____)

ON _____, BEFORE ME, _____,
NOTARY PUBLIC, PERSONALLY APPEARED

_____, WHO PROVED
TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S)
WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND
ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN
HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR
SIGNATURE(S) ON THE INSTRUMENT, THE PERSON(S) OR THE ENTITY UPON
BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

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

WITNESS MY HAND

SIGNATURE _____
PRINTED NAME _____
MY COMMISSION NUMBER _____
MY COMMISSION EXPIRES _____
MY PRINCIPAL PLACE OF BUSINESS IS IN
_____ COUNTY

CONDOMINIUM NOTE:

THIS SUBDIVISION IS APPROVED AS A CONDOMINIUM PROJECT FOR 22 UNITS,
WHEREBY THE OWNERS OF THE UNITS OF AIR SPACE WILL HOLD AN UNDIVIDED
INTEREST IN THE COMMON AREAS WHICH WILL, IN TURN, PROVIDE THE
NECESSARY ACCESS AND UTILITY EASEMENTS FOR THE UNITS.

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

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

BY _____
DEPUTY DATE

I HEREBY CERTIFY THAT SECURITY IN THE AMOUNT OF \$ _____ HAS
BEEN FILED WITH THE EXECUTIVE OFFICER, BOARD OF SUPERVISORS OF THE
COUNTY OF LOS ANGELES AS SECURITY FOR THE PAYMENT OF TAXES AND
SPECIAL ASSESSMENTS COLLECTED AS TAXES ON THE LAND SHOWN ON MAP OF
TRACT NO. 74920 AS REQUIRED BY LAW.

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

BY _____
DEPUTY DATE

SURVEYOR’S STATEMENT:

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A
FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP
ACT AND LOCAL ORDINANCE AT THE REQUEST OF HACIENDA MBX VENTURE, LLC IN
FEBRUARY, 2017. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS
TO THE CONDITIONALLY APPROVED TENTATIVE MAP; THAT ALL MONUMENTS ARE OF
THE CHARACTER AND OCCUPY THE POSITIONS INDICATED; AND THAT SAID
MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED; THAT TIE
NOTES FOR ALL CENTERLINE MONUMENTS AND FOR ALL CENTERLINE TIE MONUMENTS
WILL BE ON FILE IN THE OFFICE OF THE LOS ANGELES COUNTY SURVEYOR WITHIN
TWELVE MONTHS FROM THE FILING DATE SHOWN HEREON.



ALFRED J. THELWELL DATE
LS 6999

BASIS OF BEARINGS:

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARING N00°00’00”W OF THE
CENTERLINE OF FIRST STREET AS SHOWN ON TRACT NO. 60082, RECORDED IN
BOOK 1305, PAGES 55 AND 56, OF MAPS, RECORDS OF SAID COUNTY.

CITY ENGINEER’S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; THAT IT CONFORMS
SUBSTANTIALLY TO THE TENTATIVE MAP AND ALL APPROVED ALTERATIONS
THEREOF; THAT ALL PROVISIONS OF SUBDIVISION ORDINANCES OF THE CITY OF
LA PUENTE APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP
HAVW BEEN COMPLIED WITH; THAT ALL PROVISIONS OF SUBDIVISION MAP ACT
SECTION 66442(A)(1), (2) AND (3) HAVE BEEN COMPLIED WITH; THAT I AM
SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT WITH RESPECT TO CITY
RECORDS.

DATE, CITY ENGINEER

CITY SURVEYOR’S CERTIFICATE:

I HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP; AND THAT I AM
SATISFIED THAT THIS MAP IS TECHNICALLY CORRECT.



DATE DAVID O. KNELL, P.L.S. 5301
CITY SURVEYOR

CITY CLERK’S CERTIFICATE:

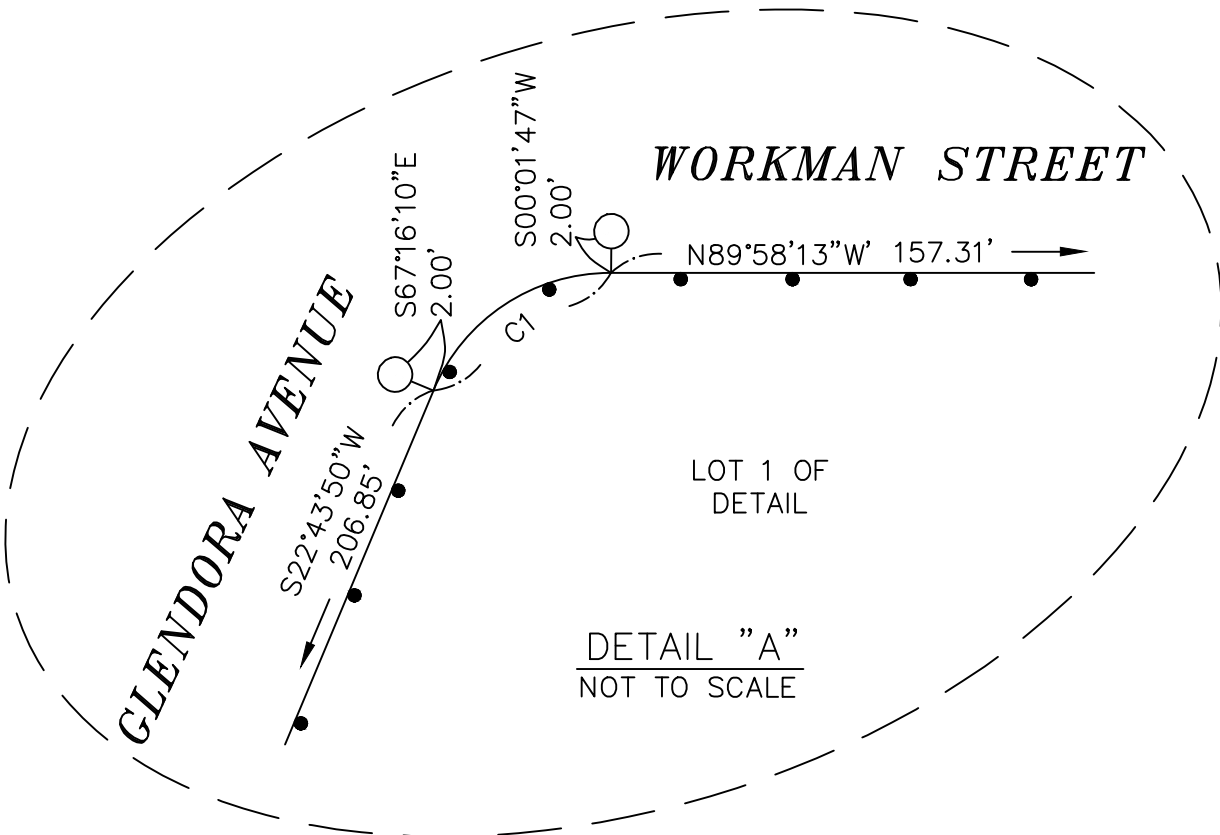
I HEREBY CERTIFY THAT THE CITY COUNCIL OF CITY OF LA PUENTE BY MOTION
ADOPTED AT ITS SESSION HELD ON THE _____ DAY OF _____, 20____,
APPROVED THE FINAL MAP.

DATE CITY CLERK – CITY OF LA PUENTE

CITY TREASURER’S CERTIFICATE:

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

DATE CITY TREASURER – CITY OF LA PUENTE



CO

CURVE TABLE			
CURVE	RADIUS	LENGTH	DELTA
C1	15.00'	17.62'	67°17'57"

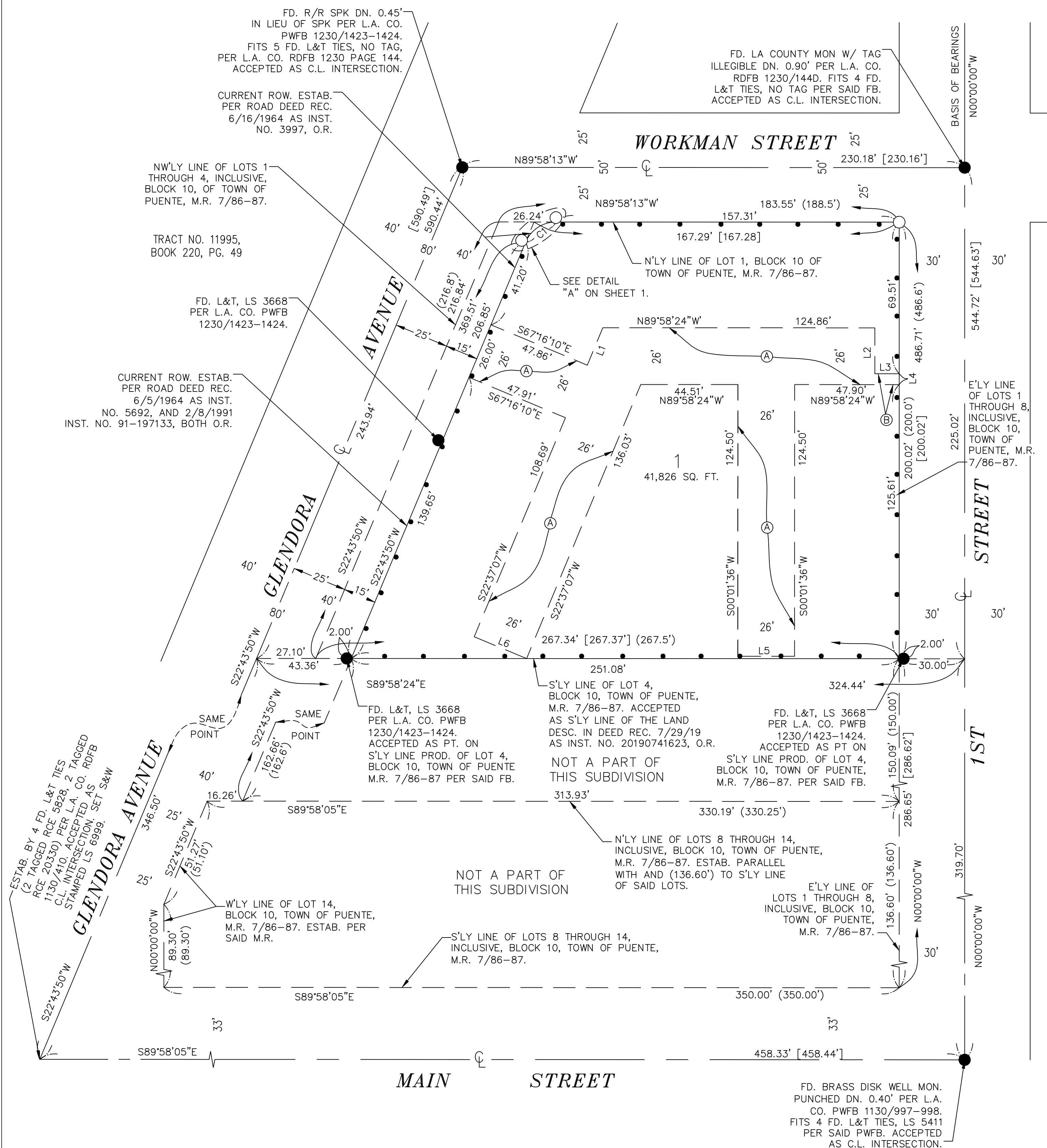
LINE TABLE		
LINE	LENGTH	BEARING
L1	18.68'	N22°37'07"E
L2	21.00'	S00°00'00"E
L3	10.88'	S89°58'24"E
L4	5.00'	S00°00'00"E
L5	26.00'	N89°58'24"W
L6	26.00'	N67°22'53"W

() INDICATES RECORD DATA PER TOWN OF PUENTE,
M.R. 7/86-87.

[] INDICATES RECORD DATA PER L.A. CO. PWFB 1230/
1423-1424.

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

- TRACT NO. 60082,
BOOK 1305, PGS. 55-56





City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: March 10, 2020

From: Bob Lindsey, City Manager

By: Roxanne E. Lerma, Director of Community Services

SUBJECT: CONSIDERATION OF A PARK USE AGREEMENT WITH LA PUENTE SOFTBALL INC., LA PUENTE NATIONAL LITTLE LEAGUE, GUERREROS ATHLETIC FOUNDATION, AND JR. ALL AMERICAN FOOTBALL OF LA PUENTE, INC. FOR THE YOUTH COALITION CARNIVAL

BACKGROUND

At its November 12, 2019, City Council Meeting, the City Council approved by resolution a fee waiver in the amount of \$8,997.00 for the fees associated with the La Puente Youth Coalition's annual Youth Coalition Carnival.

When approving the fee waiver, City Council directed staff to enter into a Park Use Agreement ("Agreement") for the event.

DISCUSSION

The attached Agreement outlines the general terms and conditions for use of the City's park. This includes: a general release, hold harmless and indemnity provision; standard insurance requirements; detailed site plan; all necessary permits and licenses and; LiveScan fingerprinting for the carnival company owner and all ride operators.

FISCAL IMPACT

The City Council has previously approved a fee waiver in the amount of \$8,997.00 for the event. Approval of the Park Use Agreement will not have any additional fiscal impact.

RECOMMENDATION

It is recommended that the City Council: (1) approve the Park Use Agreement for the Youth Coalition Carnival; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

ATTACHMENTS

Attachment "A": City of La Puente Park Use Agreement for Carnival

CITY OF LA PUENTE PARK USE AGREEMENT FOR CARNIVAL

THIS PARK USE AGREEMENT FOR CARNIVAL (“Agreement”) is entered into on this ____ day of March, 2020 (“Effective Date”), by and between the City of La Puente, a California municipal corporation (the “City”) and La Puente Softball Inc., La Puente National Little League, Guerreros Athletic Foundation, and Jr. All American Football of La Puente, Inc., California corporations, (the “Organizers”). The City and the Organizers are collectively referred to as “Parties.”

RECITALS

WHEREAS, the City is the owner of La Puente Park, located at 501 N. Glendora Avenue, La Puente, California (hereinafter the “Park”); and

WHEREAS, the Organizers desires to organize and operate a carnival from March 26, 2020 to March 29, 2020, as provided in this Agreement, at the Park (the “Carnival”); and

WHEREAS, the City finds a public benefit in allowing Organizers to organize and operate the Carnival in the City.

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

SECTION 1. USE OF CITY PARK; GENERAL CONDITIONS

(A) Term.

The term of this Agreement shall commence on the Effective Date and shall terminate on March 30, 2020, unless sooner terminated by the City, as provided in this Agreement.

(B) Carnival.

(1) For the purpose of the Carnival, the Organizers shall have the right to use the Park and its facilities, as identified in Exhibit A, attached hereto and incorporated herein by this reference (“Park Facilities”). Use of the Park Facilities is subject to the hours specified herein, and fees specified in Exhibit E, attached hereto and incorporated herein by reference.

(2) Subject to the requirements of this Agreement and Exhibit B, Organizers shall operate the Carnival only from March 26 to March 29, 2020 and only during the following hours:

Thursday, March 26, 2020— 5:00 p.m. to 11:30 p.m.

Friday, March 27, 2020 — 5:00 p.m. to 11:30 p.m.

Saturday March 28, 2020 — 12:00 p.m. to 11:30 p.m.

Sunday March 29, 2020 — 12:00 p.m. to 11:30 p.m.

Notwithstanding the foregoing, Organizers may use the Park and Park Facilities for the purposes of setting up for the Carnival from 10:00 a.m. to 5:00 p.m. starting on **March 23, 2020**.

(3) Carnival participants that will provide entertainment and the sale of food and/or beverages (hereinafter “Carnival Participants”) shall include only the following:

- (a) La Puente National Little League
- (b) La Puente Girls Softball
- (c) Jr. All American Football
- (d) Boys/Girls Guerreros Judo

(4) By no later than 11:30 p.m. on March 30, 2020, Organizers shall ensure the Park and Park Facilities are cleared, cleaned-up, maintained and all areas of the Park and Park Facilities are restored to the condition they were found. Further, Organizers shall clean the Park and Park Facilities after each day of the Carnival.

(5) The City shall make a good faith effort to turn the field lights on at the Park Facility from 5:00 p.m. to 11:30 p.m. from March 26-March 29, 2020.

(C) Use Restrictions.

The following activities or items are prohibited in the Park Facilities as part of the Carnival:

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

(D) Organizers Responsibilities.

(1) Organizers are responsible for the conduct of all participants, Carnival Participants, the supervision of minors and any damages that may occur at or to the Park, Park Facilities, or as a result of conducting or operating the Carnival.

(2) Organizers agrees on its behalf, as well as the Carnival Participants, to fully comply with the City’s regulations, requirements and policies, as well as applicable state and federal regulations. Organizers further agrees to fully and promptly obey and comply with any and all lawful orders given by City staff and/or the Los Angeles Sheriff’s and Fire Departments.

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

(4) Organizers shall ensure that all Carnival Participants execute and submit to the City the "General Release, Hold Harmless and Indemnity Form," as provided by the City and attached hereto as Exhibit C, at least three (3) days prior to commencement of the Carnival.

(E) Non City-Owned Property.

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

(F) Additional Guidelines.

Organizers shall comply with the Additional Guidelines, attached hereto as Exhibit B, and incorporated herein by reference.

(G) Books and Records.

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

SECTION 2. RELEASE, HOLD HARMLESS AND INDEMNIFICATION

(A) Organizers shall defend, indemnify, and hold harmless City, its elected and appointed officers, officials, agents, contractors, consultants, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising out of or in connection with Organizers' use of the Park and/or Park Facilities or its negligent failure to comply with any of its obligations contained in this Agreement (collectively "Claims"), except such loss or damage which was caused by the sole negligence, or willful misconduct of City. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Organizers from liability under this indemnification and hold harmless clause. This

indemnification and hold harmless clause shall apply to any Claims whether or not such insurance policies shall have been determined to apply.

(B) Organizers releases the City, its officers, officials, agents, and employees of any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorney's fees, arising out of or in connection with Organizers' use of the Park and/or Park Facilities under this Agreement.

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

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

City's Initials

Organizers' Initials

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

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

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

SECTION 3. INSURANCE

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

(B) City and its elected and appointed officers, employees, agents, and volunteers shall be

named as additional insureds with respect to each of the insurance policies required under this Agreement.

(C) At all times during the term of this Agreement, Organizers shall maintain on file with the City's Risk Manager a certificate or certificates of insurance showing that the insurance policies required by this Section 3 are in effect in the required amounts and naming the City and its elected and appointed officers, employees, agents, and volunteers as additional insureds. Organizers shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

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

SECTION 4. COMPLIANCE WITH LAWS

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

SECTION 5. GENERAL PROVISIONS

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

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

(C) If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, then such term or provision shall be amended to, and solely to, the extent necessary to cure such invalidity or unenforceability, and

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

(D) This Agreement shall be governed and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws.

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

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

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

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

“CITY”
City of La Puente

“ORGANIZERS”
La Puente Softball, Inc.

By _____
Bob Lindsey, City Manager

By: _____
Raul Rosales, President

ATTEST:

La Puente National Little League

By _____
Sheryl Garcia, City Clerk

By: _____
Sam Marin, President

Approved as to Form:

Guerreros Athletic Foundation

By _____
James M. Casso, City Attorney

By: _____
Eric Sanchez, President

“ORGANIZERS”

Jr. All American Football of La Puente Inc.

By: _____
Eric Trujillo, President

Exhibit A

Park Facilities

1. La Puente City Park Multi Purpose Field 1 (F-1) and Open Space East of Field 1

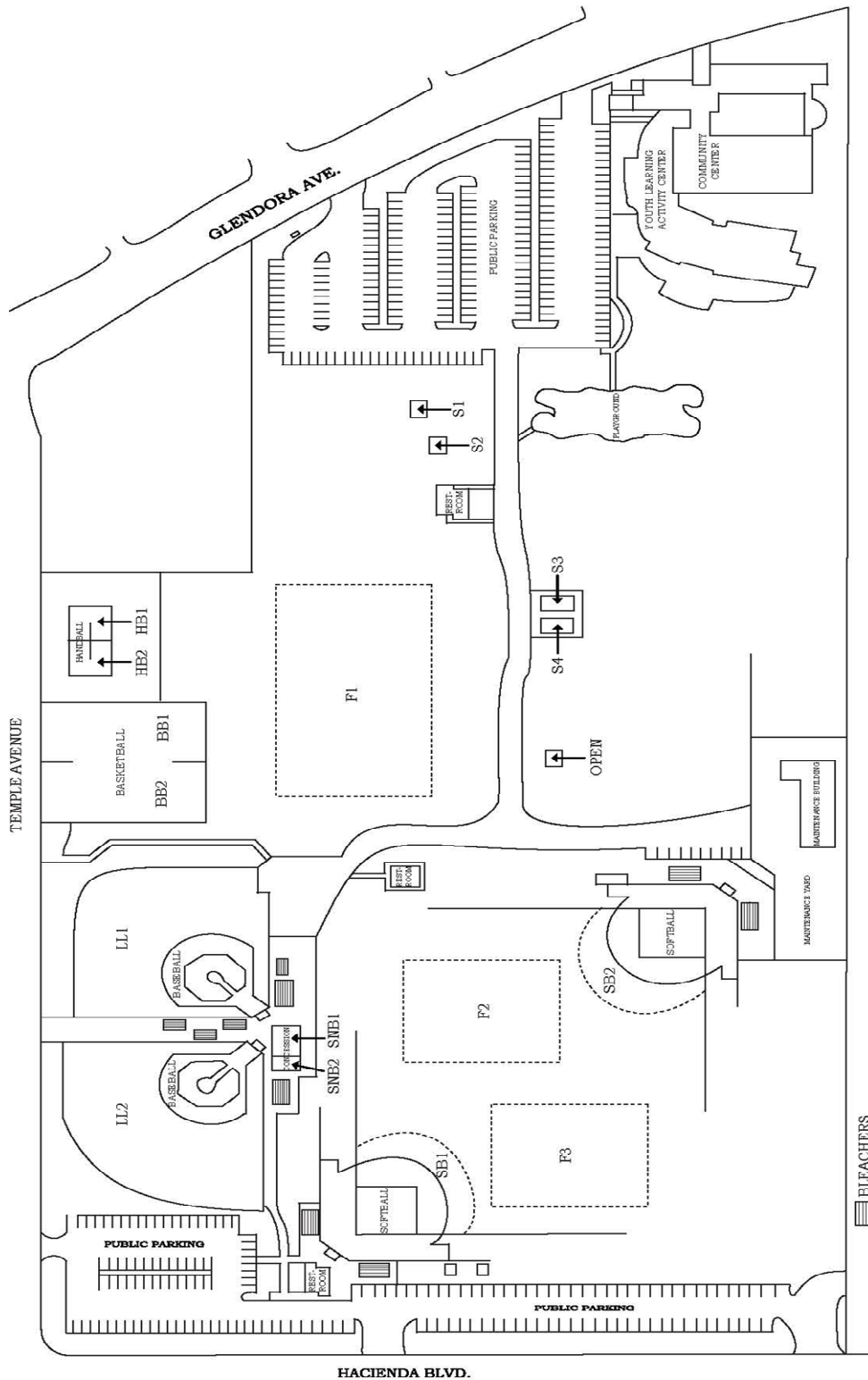


Exhibit B

Additional Operational Requirements

Security Deposit: Paul Mauer Shows (the Carnival operator) will deposit \$1,000.00 with the City by March 20, 2020 to cover potential damage to the Park Facilities (the “Deposit”). The Deposit will be used to cover any costs associated with damage to the Park Facilities caused by the Carnival attractions and/or if the City were to incur additional maintenance costs related to cleaning the Park Facilities as a result of the carnival activities. If no damage occurs and the Park Facilities are left in a clean condition, the Deposit will be refunded to the Carnival operator within 30 days after the conclusion of the event.

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

1. Complete Business Permit Form (with original signatures) obtained through the Planning Department
2. Provide a site plan that illustrates the arrangement of booths, rides, and four (4) port-a-potties for the Carnival, to the Planning Department
3. Obtain clearance and file for a Special Events permit through the Fire Department
4. Provide Sheriff’s Department security clearance (Industry Sheriff’s Station)
5. Provide proof of insurance with the City of La Puente named as additional insured as required by the Agreement
6. Provide a complete list of vendors including company names, and provide the following for each vendor:
 - a. Business License Applications must be filed for each with the Business License Officer
 - b. Copies of Health Permits issued by Los Angeles County Public Health Department to all food vendors
7. Obtain Livescan fingerprinting of the person on the business permit and all ride operators (Los Angeles Sheriff’s Department, License Unit)
8. Provide complete list of rides and state license numbers (Los Angeles Sheriff’s Department, Whittier)
9. Provide complete list of operators (Los Angeles Sheriff’s Department, Whittier – License Unit)
10. Any international workers must be cleared to the satisfaction of the Los Angeles Sheriff’s Department, Whittier - License Unit
11. Organizers and all participants, food vendors etc. shall execute the General Release, Hold Harmless and Indemnity Form (attached to the Agreement as Exhibit C), releasing the City of any liability that may arise during the event. This form also includes an indemnity provision.

Exhibit C

General Release, Hold Harmless and Indemnity Form

**WAIVER, RELEASE, HOLD HARMLESS AND AGREEMENT NOT TO SUE
(CARNIVAL)**

I, _____ (FULL NAME), fully understand that my participation in the La Puente Softball Inc.'s Carnival ("Carnival") exposes me to the risk of personal injury, death or property damage. I hereby acknowledge that I am voluntarily participating in this event/class and agree to assume any such risks.

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

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

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

Signature

Date

Name

Signature Parent/Guardian

Date

Name

Exhibit D

INSURANCE REQUIREMENTS

General Aggregate: \$2,000,000.00
Products and Completed Operations: \$1,000,000.00
Personal & Advertising Injury: \$1,000,000.00
Each Occurrence Limit: \$1,000,000.00
Fire Damage (Any one Fire): \$100,000.00
Medical Payments (Any one Person): \$5,000.00

EXHIBIT E

Staff Fee Schedule

Part-time Maintenance Staff – March 26-29, 2020:

- **Responsibilities:** Respond to emergencies, monitor parking, general issues
- **Hours:** March 26-27, 2020: 5:00 p.m. to 11:30 p.m.
March 28-29, 2020: 12:00 p.m. to 11:30 p.m.
- **Total Staff:** 1

Maintenance Staff March 26-27, 2020:

- **Responsibilities:** Respond to emergencies, monitor parking, general issues
- **Hours:** 5:00 pm to 11:00pm
- **Total Staff:** 1

Total Cost for both the part-time and regular Maintenance Staff: \$2,700.00

Los Angeles County Sheriff's Deputies:

March 26, 2020	6:00 p.m. to 10:00 p.m.
March 27, 2020	6:00 p.m. to 10:00 p.m.
March 28, 2020	5:00 p.m. to 11:00 p.m.
March 29, 2020	5:00 p.m. to 10:00 p.m.

Total Deputies: 2 at 19 hours each

Total Cost: \$4,547.00

Lighting Fee: \$360.00

Field Use Fee: \$390.00

Insurance:

At the levels set forth in Exhibit E-\$1,000.00



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: March 10, 2020

From: Bob Lindsey, City Manager

By: Roxanne E. Lerma, Director of Community Services

SUBJECT: CONSIDERATION OF A RESOLUTION GRANTING A FEE WAIVER FOR LA PUENTE NATIONAL LITTLE LEAGUE FOR THEIR ANNUAL LA PUENTE NATIONAL LITTLE LEAGUE OPENING DAY PARADE

BACKGROUND

The La Puente National Little League (“League”) traditionally holds their annual Little League Opening Day Parade (“Parade”) on the same Saturday as the Youth Coalition Carnival. This year’s event is scheduled for Saturday, March 28, 2020 with step off beginning at 9:00 a.m. and will conclude with their Opening Day Ceremony at La Puente Park. The parade route is as follows:

Start: Central Avenue and Stimson Avenue
Main Street from Stimson Avenue to Glendora Avenue
Glendora Avenue between Main Street/Old Valley Boulevard and Glendora Avenue
End: Glendora Avenue and Hill Street in the Community Center Parking Lot

La Puente National Little League relies on the assistance of City Staff to hold this community event.

DISCUSSION

The League is holding their annual Parade on Saturday, March 28, 2020. The Parade steps off at 9:00 a.m. and will conclude with the Opening Day Ceremony at La Puente Park. All activity related to the Parade will cease by 11:30 a.m.

After a review of the parade route, staff has identified the following items for the City Council’s consideration. It is important to note that with the parade starting at City Hall, instead of 1st Street and Main Street as it did in 2019. As such, additional expenses will be incurred.

Staffing:

The League is requesting to have the streets closed for staging and for the parade route. In order to accomplish this, Maintenance Staff will be scheduled to work from 5:00 a.m. to 1:00pm on Saturday, March 28, 2020 with a thirty (30) minute lunch, Code Enforcement Staff from 7:30 a.m. to 12:00 p.m. on Saturday, March 28, 2020 and Community Services Staff from 7:00 a.m. to 12:00 p.m. for part-time staff and 6:30 a.m. to 12:00 p.m. for full time staff on Saturday, March 28, 2020. The staffing recommendation is four (4) part time Maintenance staff, three (3) full time Maintenance

staff, ten (10) part-time Code Enforcement staff, ten (10) part time Community services staff, and two (2) full-time Community Services staff. The staff cost for this assignment is \$3,867.45. Staffing fees for the 2019 were \$2,785.23 this constitutes an increase of \$1,082.22 in staffing fees.

Equipment: In order to meet the request for the street closures, the City will spend approximately \$1,500.00 for equipment rental to supplement the equipment that the City currently owns for the 2020 Parade. In 2019 the City spent \$658.75 in rental equipment for the parade. This constitutes an increase of \$841.25 in equipment rental fees for the 2020 Parade.

Security: The Sheriff's Department will assist with the security and the traffic control for this event. This cost was included in the Youth Coalition Fee Waiver Request that the City Council approved at its meeting of November 12, 2019. As such, no additional fees for Sheriff's Department Services will be assessed for this request.

Insurance: The League is requesting that the City absorb the cost of the insurance fee associated with the purchasing of special event insurance through Alliant for the parade. Insurance rates are based on the types of entries and estimated attendance. The cost for the special event insurance will be no higher than \$1,000.00.

Guidelines: To receive approval for the parade, the League must comply with the provisions of the City's Municipal Code and other requirements set forth by the City's Planning Division of the Development Services Department, and the City Attorney's Office including the following:

1. Provide an accurate and detailed site plan
2. Provide a Fire Department Permit
3. Provide and maintain four portable restrooms during the event.
4. Enter into a Park and Streets Use agreement with the City, which would include a general release, hold harmless, and indemnity provisions, as well as recovery of attorneys' fees, for the City's protection.
5. Have the League and all participants, execute general releases/hold harmless forms, releasing the City of any liability that may arise during the event. This form should also include an indemnity provision.
6. The League should provide the City with proof of appropriate insurance coverage and submit it to the JPIA to determine if they are acceptable.

Public Purpose: The League's Parade is a valuable community event, and the fee waiver serves a public purpose in that it allows the League to continue this tradition for another year. The Parade brings residents to the downtown area and the City's Park, and serves as a positive family-friendly activity for the City.

FISCAL IMPACT

The following list summarizes estimated expenses:

Staffing Fees	\$ 3,867.45
Equipment Rental	\$ 1,500.00
Insurance	<u>\$ 1,000.00</u>
Preliminary Total	\$ 6,367.45

The remaining items will be absorbed by the 2019/2020 budget.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 20-5544 approving a request for a fee waiver for the La Puente National Little League Opening Day Parade.

ATTACHMENTS

Attachment "A": Resolution No. 20-5544

RESOLUTION NO. 20-5544

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE, CALIFORNIA, APPROVING A REQUEST
FOR A FEE WAIVER AND ABSORB THE FEES FOR THE
LA PUENTE NATIONAL LITTLE LEAGUE OPENING
DAY PARADE**

WHEREAS, the La Puente National Little League (hereinafter “League”) requested that the City Council waive fees associated with the League’s annual 2020 La Puente National Little League Opening Day Parade (hereinafter “Parade”) to be held on Saturday, March 28, 2020; and

WHEREAS, the total fees associated with the 2020 Parade are \$6,367.45; and

WHEREAS, the total amount the League is requesting the City Council to waive and absorb is \$ 6,367.45; and

WHEREAS, while the City is proposing to waive all fees associated with the League’s 2020 Parade, the League is still required to comply with all other provisions of the City’s Municipal Code; and

WHEREAS, the fee waiver the fee waiver serves a public purpose in that it allows the League to continue this tradition for another year. The Parade brings residents to the downtown area and the City’s Park, and serves as a positive family-friendly activity for 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 fee waiver serves a public purpose in that it allows the League to hold a valuable community event that brings residents to the downtown area and the City’s park, and serves as a positive family-friendly activity for the City.

SECTION 3. The City Council hereby approves to waive and absorb all fees associated with the 2020 La Puente National Little League Opening Day Parade in the amount of \$6,367.45.

SECTION 5. The League shall abide by the City’s Municipal Code in order to hold the 2020 Carnival, and shall provide the City with all information required by City staff, including, but not limited to, the following:

1. Provide an accurate and detailed site plan
2. Provide a Fire Department Permit
3. Provide and maintain four portable restrooms during the event.
4. Enter into a Park and Streets Use agreement with the City, which would include a

general release, hold harmless and indemnity provisions, as well as recovery of attorneys' fees, for the City's protection.

- 5. Have the League and all participants, execute general releases/hold harmless forms, releasing the City of any liability that may arise during the event. This form should also include an indemnity provision.
- 6. The League should provide the City with proof of appropriate insurance coverage and submit it to the JPIA to determine if they are acceptable.

SECTION 6. 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 7. 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 10th day of March, 2020, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: March 10, 2020

From: Bob Lindsey, City Manager

By: Roxanne E. Lerma, Director of Community Services

SUBJECT: PRESENTATION REGARDING THE ACTIVITIES AND EVENTS AT THE
LA PUENTE SENIOR CENTER

BACKGROUND/DISCUSSION

The City of La Puente's Community Services Department will provide a presentation on the events and activities taking place at the La Puente Senior Center.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council receive and file the presentation.

ATTACHMENTS

None.