



NOTICE AND CALL OF SPECIAL MEETING

AGENDA - SPECIAL MEETING OF THE

LA PUENTE CITY COUNCIL

COUNCIL CHAMBERS

15900 EAST MAIN STREET, LA PUENTE

MARCH 26, 2020, 11:00 A.M.

NOTICE IS HEREBY GIVEN that a Special Meeting of the City Council of the City of La Puente is hereby called to be held on Thursday, March 26, 2020, commencing at 11:00 a.m. Pursuant to Executive Order N-29-20, issued by Governor Newsom on March 17, 2020, and to ensure the health and safety of the public, Council Members will participate in the meeting telephonically and City Hall will be closed to the public.

How to Listen to the Meeting

The City Council meeting will be audio-streamed live on the Internet. To listen to the meeting on your computer, go to lapuente.org. From the Agendas and Minutes page, click on City Council/Successor Agency and Oversight Board Agendas and Minutes, Listen to Audio (http://lapuente.granicus.com/ViewPublisher.php?view_id=2). We appreciate your patience as we may experience technical difficulties or streaming delays.

To listen over the phone, please call the following conference call number: (224) 501-3412 and enter the following access code: 256-130-357.

How to Submit Public Comment

To provide public comment by email, you may send your comment to the City Clerk at cityclerk@lapuente.org. If you wish to have your comment read into the record, type "PUBLIC COMMENT" in the subject line of your email. Please email your comment to the City Clerk by 11:00 a.m. on March 26, 2020.

To provide public comment by phone, please call (626) 855-1576 and you will be selected from the que when it is your turn to speak. The phone line will open 10 minutes prior to the meeting start time. Those wishing to speak must call in prior to the conclusion of the first speaker's remarks.

Pursuant to the Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the City Council meeting, please contact the City Clerk's Office at (626) 855-1500 by 3:00 p.m., on Wednesday, March 25, 2020, to ensure that reasonable arrangements can be made to provide accessibility to the meeting.

CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

ORAL COMMUNICATIONS

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

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 MARCH 10, MARCH 13 AND MARCH 17, 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 meetings of March 10, March 13 and March 17, 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. 1489

Staff Recommendation: It is recommended that the City Council and Successor Agency adopt Resolution No. 20-5549 approving Warrant Register No. 1489.

D-2 PRESENTATION OF FEBRUARY 2020 INVESTMENT REPORT

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

D-3 PRESENTATION OF FEBRUARY 2020 REQUISITION SUMMARY REPORT

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

D-4 CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO SPORTS FIELD SERVICES FOR LA PUENTE PARK ATHLETIC FIELD RENOVATION IN THE AMOUNT OF \$170,706.00

Staff Recommendation: It is recommended that the City Council: (1) award the contract to Sports Field Services in the amount of \$170,706.00; and (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount.

D-5 CONSIDERATION OF APPROVAL OF A PURCHASE ORDER CONTRACT WITH TURFSTAR WESTERN FOR THE PURCHASE MOWING AND MAINTENANCE EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$307,985.92 AND A LEASE AGREEMENT FOR ADDITIONAL MOWING AND MAINTENANCE EQUIPMENT TO BE USED EXCLUSIVELY AT LA PUENTE PARK IN AN ANNUAL AMOUNT OF \$18,145.00

Staff Recommendation: It is recommended that the City Council: (1) approve the purchase order contract with Turfstar Western for the purchase mowing and maintenance equipment to be used exclusively at La Puente Park; (2) enter into a 48-month FMV lease contract with TCF National Bank for two mowers; and (3) authorize the City Manager to execute, on behalf of the City, all documents necessary to effectuate this action.

- D-6 CONSIDERATION OF A RESOLUTION DECLARING AS SURPLUS PROPERTY THREE VEHICLES IN THE CITY'S FLEET, AUTHORIZING THE SALE OF THE SURPLUS VEHICLES BY ENTERPRISE FLEET MANAGEMENT FOR THE SALE OF THE VEHICLES

Staff Recommendation: It is recommended that the City Council: (1) adopt Resolution No. 20-5550 declaring as surplus property, three vehicles in the City's fleet, authorizing the sale of the surplus vehicles at auction; and (2) authorize the City Manager to execute the Agreements on behalf of the City.

- D-7 CONSIDERATION OF A RESOLUTION RESCINDING RESOLUTION NO. 19-5535 AND AMENDING THE COMPREHENSIVE PERSONNEL SYSTEM FOR FULL-TIME POSITIONS TO ADD ONE FULL TIME OFFICE SPECIALIST POSITION FOR THE DURATION OF THE EMERGENCY RESPONSE TO COVID-19

Staff Recommendation: It is recommended that the City Council adopt Resolution No. 20-5551 rescinding Resolution No. 19-5535 and approving authorized full-time positions and salary ranges.

- D-8 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH ACE FENCE COMPANY FOR MAINTENANCE YARD AND BATTING CAGE FENCING IN THE AMOUNT OF \$166,904.00

Staff Recommendation: It is recommended that the City Council: (1) award the contract to Ace Fence Company in the amount of \$166,904.00; and (2) authorize the City Manager to execute the contract on a form prepared by the City Attorney and approve change orders up to 10% of the original bid amount.

- D-9 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH BARKSHIRE LASER LEVELING, INC. FOR SPORTS FIELD LASER LEVELING SERVICES AT LA PUENTE PARK IN THE AMOUNT OF \$57,845.57

Staff Recommendation: It is recommended that the City Council: (1) approve the Agreement with Barkshire Laser Leveling, Inc. in the amount of \$57,845.57; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

- D-10 RECEIVE AND FILE REPORT ON STORM DRAIN REPAIRS ON NANTES AVENUE AND ECTOR STREET

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

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

- E-1 CONSIDERATION OF THE AMENDED AND RESTATED PROCLAMATION AND ORDER OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY

Staff Recommendation: It is recommended that the City Council approve the Amended and Restated Proclamation Proclaiming Existence of a Local Emergency.

- E-2 DISCUSSION AND DIRECTION REGARDING ACTIONS IN RESPONSE TO COVID-19

Staff Recommendation: It is recommended that the City Council discuss this item and provide direction to Staff.

ORAL COMMENTS FROM COUNCIL

ORAL COMMENTS FROM STAFF

ADJOURNMENT

AVAILABILITY

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

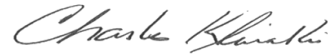
AMERICANS WITH DISABILITIES

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

MEETING TIMES

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

Dated: March 25, 2020



Charles Klinakis, Mayor

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

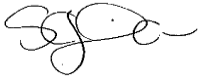
AFFIDAVIT OF POSTING

I, Sheryl Garcia, City Clerk for the City of La Puente, hereby certify that a copy of the Notice and Call of a Special Meeting of the La Puente City Council, to be held on March 26, 2020, commencing at 11:00 a.m., was posted in accordance with all applicable laws and provided not less than twenty-four hours before the time of the meeting to the following:

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

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

I declare under penalty of perjury that the foregoing is true and correct. Dated this 25th day of March, 2020.



Sheryl Garcia, CMC, CPM
City Clerk

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
SPECIAL AND REGULAR MEETING OF
MARCH 10, 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 Meeting 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, March 10, 2020, at 5:30 p.m.

5:30 P.M. AGENDA
SPECIAL SESSION

CALL TO ORDER

Mayor Klinakis called the meeting to order at 5:30 p.m.

ROLL CALL

Members present: Klinakis, Lewis, Munoz, Holloway, 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, Principal Accountant Alex Merkel-Medina, Management Assistant Cece Dunlap and City Engineer William Pagett.

PLEDGE OF ALLEGIANCE

Mayor Klinakis led the Pledge of Allegiance.

ORAL COMMUNICATIONS – None

SM-1 CONSIDERATION OF A RESOLUTION AMENDING THE FISCAL YEAR 2019/20
CAPITAL BUDGET

Director of Administrative Services Grunklee provided a staff report regarding requested budget appropriations relating to ongoing projects at La Puente Park. Director Grunklee noted that some of the items on the appropriation list may be funded through outside sources, such as grants, but staff is awaiting responses from the applications submitted.

Representatives from Toro and Turf Star Western provided a presentation regarding the advantages of mowing and maintenance equipment proposed as part of the budget appropriation.

Discussion ensued regarding purchase price of the equipment, leasing vs. purchase of the mowers, and maintenance of the equipment. Staff noted that any lease or purchase of mowing equipment would be brought to the City Council for their consideration as a separate item.

In response to an inquiry from Council Member Holloway, staff noted that each item on the appropriation list will be brought back to the City Council for approval.

A motion was made by Council Member Solis, seconded by Mayor Klinakis, to adopt Resolution No. 20-5545 amending the adopted Capital Improvement Program Budget for Fiscal Year 2019/20 in the amount of \$1,058,000. The motion carried by the following roll call vote:

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

SM-2 CONSIDERATION OF: (1) CHANGE ORDERS WITH LEONIDA BUILDERS, INC. FOR SEWER AND PARK IMPROVEMENTS AT LA PUENTE PARK IN THE AMOUNT OF \$385,697.63; AND (2) A RESOLUTION AMENDING THE FISCAL YEAR 2019/20 CAPITAL BUDGET

Director of Development Services Di Mario provided a staff report regarding two requested change orders with Leonida Builders, Inc. related to electrical work at La Puente Park.

A motion was made by Council Member Munoz, seconded by Mayor Klinakis, to: (1) approve change orders in the amount of \$385,697.63; and (2) adopt Resolution No. 20-5546 amending the adopted Capital Improvement Program Budget for Fiscal Year 2019/20 in the amount of \$745,000. The motion carried by the following roll call vote:

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

SM-3 DISCUSSION AND UPDATE REGARDING LA PUENTE PARK

The City Council provided direction regarding the following items:

1. The ballfield, batting cage and other chain link fencing to be black coated vinyl with staff to bring back information at the time of bid award on the lifespan of the fencing.

2. The batting cage to be located where indicated on the provided map.
3. Pathway lighting to be black.
4. Park benches to be black.
5. Skate Park shade structure post color to be black.
6. For Temple Avenue fencing, move forward with design for concept 1 in black and bring back to City Council information on the cost. The rest area next to the skate park to be grass.
7. Request funding for the splash pad through the Rivers and Mountains Conservancy grant. Bring back to City Council tentative design and cost options for review.
8. Move forward with purchase of scoreboards and look at options for baseball scoreboards which include pitch count.

City Manager Lindsey provided the City Council with the following park updates:

1. The closure of the west portion of the park will take place between 3/30 – 6/30/20.
2. The turf renovation bid for the girls' softball field will close on March 13, 2020. Contract approval will be brought to the City Council for consideration on March 24, 2020.
3. Samples of the pathway concrete "swoosh" color and stamp design will be available for City Council to view beginning March 13, 2020.
4. The maintenance yard and batting cage fence bid will close on March 11, 2020. Contract approval will be brought to the City Council for consideration on March 24, 2020.
5. The Rivers and Mountains Conservancy grant being prepared by staff will include shade structures, the center park restroom and Glendora parking lot. At the request of Council Member Holloway, staff will request funding for additional shade structures to be located in the grass area next to the skate park.

There being no further business before the City Council, Mayor Klinakis adjourned the special meeting at 7:02 p.m.

7:00 P.M. AGENDA
OPEN SESSION

CALL TO ORDER

Mayor Klinakis called the meeting to order at 7:15 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, Principal Accountant Alex Merkel-Medina, Management Assistant Cece Dunlap and City Engineer William Pagett.

PLEDGE OF ALLEGIANCE

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

PRESENTATIONS

Ashley Diaz, Workman Elementary School Student, spoke about preparations for their Mock City Council meeting on March 11, 2020, and reported that Council Member Holloway attended their school when students were running as candidates for the Mock City Council meeting. She further spoke about the LEAD program meeting where discussion topics included homelessness, taxes, animal control, and pollution; she noted she is happy to be part of the LEAD program, and believes that the program helps students be more involved with the City.

Anthony Rojas, Sunset Elementary School Student, thanked Director of Community Services Lerma for participating at their Read across America event and for reading to students; and he reported that students are currently researching splash pads in preparation for their upcoming Mock City Council meeting.

ORAL COMMUNICATIONS

Lauren Carboney expressed her concern regarding the spread of news of the Coronavirus.

Arturo Diaz spoke regarding the election process of board members for the Hacienda La Puente Unified School District.

BOARDS/COMMISSION/COMMITTEE REPORTS – None

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY

A-1 READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS OF FEBRUARY 25, 2020

A motion was made by Mayor Klinakis, seconded by Council Member Solis, to waive the reading and approve the minutes of the City Council and Successor Agency meeting of February 25, 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 – None

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

Council Member Solis pulled Items D-3 and D-4 for further discussion.

A motion was made by Council Member Solis, seconded by Council Member Munoz, to approve Consent Calendar Items D-1 and D-2. 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. 1488

Action taken: The City Council and Successor Agency adopted 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

Action taken: The City Council: (1) found that Final Tract Map No. 74920 complies with all of the Conditions of Approval set forth within Tentative Tract Map No. 74920; (2) approved the attached Subdivision Improvement Agreement and authorize the City Manager to execute the agreement on behalf of the City; and (3) approved the Final Map and authorized 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

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

Council Member Solis inquired regarding the cost of having deputies for the Youth Coalition Carnival. Discussion ensued regarding the safety of the Carnival, costs for staff to be in attendance, and utilizing security guards vs. deputies.

A motion was made by Mayor Klinakis, seconded by Mayor Pro Tem Lewis, to: (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. The motion carried by the following roll call vote:

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

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

Council Member Solis pulled Item D-4 for further discussion.

In response to an inquiry by Council Member Solis regarding difference in costs for the Annual La Puente National Little League Opening Day parade, City Manager Lindsey noted that last year's parade utilized a different parade route.

A motion was made by Council Member Munoz, seconded by Mayor Klinakis, to adopt Resolution No. 20-5544 approving a request for a fee waiver for the La Puente National Little League Opening Day Parade. The motion carried by the following roll call vote:

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

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

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

City Manager Lindsey requested this item be moved to a future City Council meeting.

AD HOC COMMITTEE REPORTS

Code Enforcement: Mayor Pro Tem Lewis reported that the ad hoc committee met with City Manager Lindsey and Code Enforcement Manager Guerrero to reassess financing and staffing.

La Puente Park Master Plan and Youth Program Oversight: Nothing to report.

Military Banner Recognition Program: Nothing to report.

Comprehensive Fee Schedule: Nothing to report.

Communications: Nothing to report.

Electronic Billboards: Nothing to report.

Education and Puente Pride Commissions: Nothing to report.

Park Ordinance Oversight: Nothing to report.

AB 1234 REPORTS

Council Member Munoz reported that she attended a policy maker conference where discussion included various assembly and senate bills, and topics such as energy greenhouse efficiency; clean mobility options and grants for bike sharing scooters and charging stations; affordable housing; programs that aid low-income communities; and homelessness.

ORAL COMMENTS FROM COUNCIL

Mayor Klinakis thanked City Staff for their work at the La Puente Park and on Valley Boulevard.

Council Member Munoz thanked City Staff, City Council, and the community for their involvement in the La Puente Park renovation.

ORAL COMMENTS FROM STAFF

City Manager Lindsey thanked the City Council for their patience.

There being no further business before the City Council, Mayor Klinakis adjourned the meeting at 7:54 p.m. in memory of Raul Estrada.

Approved this 26th day of March, 2020.

Sheryl Garcia
City Clerk

Charlie Klinakis
Mayor/Chair

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
EMERGENCY MEETING OF
MARCH 13, 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.

An Emergency 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 Friday, March 13, 2020, at 8:00 a.m.

8:00 A.M. AGENDA
EMERGENCY SESSION

CALL TO ORDER

Mayor Klinakis called the meeting to order at 8:00 a.m.

ROLL CALL

Members present: Klinakis, Munoz, Holloway, Solis.

Members absent: Lewis.

Staff members present: City Manager Bob Lindsey, City Attorney Jamie Casso, Director of Development Services John Di Mario, City Clerk Sheryl Garcia, Director of Community Services Roxanne Lerma and Principal Accountant Alex Merkel-Medina.

PLEDGE OF ALLEGIANCE

Mayor Klinakis led the Pledge of Allegiance.

ORAL COMMUNICATIONS – None

SM-1 CONSIDERATION OF IMMEDIATE AND EMERGENCY ACTIONS PURSUANT TO EXECUTIVE ORDER N-25-20 AND IN RESPONSE TO COVID-19 REGARDING THE USE OF ALL CITY FACILITIES AND CITY-SPONSORED EVENTS FOR THE PERIOD OF MARCH 13, 2020 THROUGH AND INCLUDING MARCH 31, 2020

Mayor Klinakis, out of concern for the health and safety of the community, recommended the closure of some events and programs in the City through the end of March, per the new state directive. He further recommended that prior to the end of March, the City Council reevaluate the climate of the virus and make an informed decision as to moving forward.

Mayor Klinakis sought input from the City Council regarding programs and events that he would like to postpone and noted that Mayor Pro Tem Lewis was in concurrence with the items being discussed.

City Council directed the closure of the Senior Center noting that senior lunches be frozen and available for pick up. It was further directed to provide educational outreach to seniors regarding symptoms of COVID-19.

City Council directed the suspension of all recreation classes, passport services and the Tiny Tots program at the Community Center.

Due to a lack of direction from Boys and Girls Club leadership, the City Council agreed that the suspension of programs at the Community Center be applied across the board and directed the Boys and Girls Club program be suspended.

In response to an inquiry by Mayor Klinakis regarding the duties of community services staff during the closure to the public, Director Lerma stated that Staff will be cleaning and organizing, and working on grants for the La Puente Park. She further noted that community services staff will be observing City Hall hours through the end of the month, and noted that facility reservations will be cancelled and part-time staff will continue to be scheduled according to their availability.

In response to an inquiry by Council Member Holloway regarding the impact of hours on part-time Code Enforcement and Maintenance staff, City Manager Lindsey noted that their duties and hours will continue as usual.

The City Council directed the postponement of La Puente Live, the Youth Coalition Carnival, Little League Parade and opening day festivities.

City Manager Lindsey reported the following: Staff are working on obtaining cleaning agents and taking other measures to protect front counter staff; signage regarding health safety will be posted at City Hall; and City Hall will be closed on March 20 and 27, 2020 to allow staff to telecommute. He further reported that Mayor Klinakis and Mayor Pro Tem Lewis met with City Hall and Community Center staff and advised staff to report concerns immediately.

Mayor Klinakis appointed himself and Mayor Pro Tem Lewis to the Public Health ad hoc committee.

A motion was made by Mayor Klinakis, seconded by Council Member Munoz, to direct staff to close the Senior Center, close the Community Center and all uses of the Community Center by the public, cancel the Coalition Carnival and Little League Parade, order City Hall to close Friday March 20, 2020 and Friday March 27, 2020, and have staff provide notices, and create a Public Health ad hoc committee. The motion carried by the following roll call vote:

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

ORAL COMMENTS FROM COUNCIL

Mayor Klinakis stated that he is working to set up a joint meeting with the Hacienda La Puente Unified School District and the Bassett Unified School District regarding school closures.

Council Member Holloway reported that all LEAD program events have been cancelled.

Mayor Klinakis stated that at the next City Council meeting, mechanisms will be put in place for the public to participate in compliance with the Brown Act. He noted that the Public Health ad hoc committee will keep the City Council informed as they talk to the City Manager and staff daily, and noted that the City Council will call additional meetings as necessary to keep residents informed.

ORAL COMMENTS FROM STAFF – None.

There being no further business before the City Council, Mayor Klinakis adjourned the meeting at 8:52 a.m.

Approved this 26th day of March, 2020.

Sheryl Garcia
City Clerk

Charlie Klinakis
Mayor/Chair

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
SPECIAL MEETING OF
MARCH 17, 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 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, March 17, 2020, at 11:00 a.m.

CALL TO ORDER

Mayor Klinakis called the meeting to order at 11:04 a.m.

ROLL CALL

Members present: Klinakis, Lewis, Holloway (via teleconference), Solis.

Members absent: Munoz.

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.

PLEDGE OF ALLEGIANCE

Mayor Klinakis led the Pledge of Allegiance.

ORAL COMMUNICATIONS

Greg Gallindo, representing La Puente Valley Water, provided an update on the water system. He discussed the potable water systems and stated the water is safe to drink. He further discussed measures to treat, disinfect and monitor the water supply, along with other precautions being taken by the District. He noted there are enough employees on hand and the District has mutual agreements in place with other agencies. He further stated the District offices are closed to foot traffic although the office is still staffed and social distancing is in effect.

SM-1 CONSIDERATION OF RATIFICATION OF A PROCLAMATION AND ORDER OF THE DIRECTOR OF EMERGENCY SERVICES FOR THE CITY OF LA PUENTE, CALIFORNIA, PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY

City Attorney Casso provided a staff report on this item. He stated the City Manager has the authority to declare a local emergency and issue a proclamation stating such. As the issuance of the proclamation took place the Friday prior, the proclamation currently before the City Council ratifies what the City Manager previously signed and sets forth

AGENDA ITEM NO. A-1

various findings. City Attorney Casso further stated issuing the proclamation is a good idea if the City intends to seek reimbursement from the state or federal government regarding costs incurred as a result of Covid-19.

At the request of the City Council, action on this item was deferred until after discussion on Item SM-2.

After discussion, of Item SM-2, City Attorney Casso read into the record the revisions to the proclamation as discussed and directed by the City Council.

A motion was made by Mayor Klinakis, seconded by Mayor Pro Tem Lewis, to approve and ratify a Proclamation and Order of the Director of Emergency Services for the City of La Puente, California, Proclaiming Existence of a Local Emergency, incorporating the additional revisions directed by the City Council.

The motion carried by the following roll call vote:

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

SM-2 DISCUSSION AND DIRECTION REGARDING ACTIONS IN RESPONSE TO COVID-19

The City Council discussed and provided direction on the following items:

1. Cancel the regular City Council meetings of March 24 and April 14, 2020, and hold special meetings as necessary. Limit seating in Council Chambers to comply with social distancing. Cancel the April 7, 2020, Planning Commission meeting and hold special meetings as necessary. City Clerk Garcia stated she and the City Attorney's office would work to ensure that any modifications to public participation for City Council meetings remain Brown Act compliant. She noted City Council meetings are available via live audio.
2. Segregate A and B schedules so each team works biweekly to ensure if there is an exposure a team is available to work. Close City Hall on Mondays. Adjust maintenance, code enforcement and animal control as necessary to allow those departments to operate with minimal interruption. Reallocate full-time employees as needed. Suspend citations on street sweeping days.
3. Close Community Center completely. Close playground and bathrooms at La Puente Park. Close Nature Center Park and bathrooms. Ensure all signage related to closures is bilingual.
4. Code Enforcement to educate local businesses regarding the County of Los Angeles Department of Public Health Order regarding requirements for food facilities and other types of businesses.

5. Director of Development Services Di Mario provided an update on the La Puente Link and other transit systems. The City Council gave direction to encourage social distancing on the Link and Dial-a-Ride, clean the inside of buses twice daily, and advertise Dial-a-Ride services to seniors.

The City Council recessed at 12:32 p.m. and reconvened at 12:37 p.m.

6. Establish a bilingual City hotline and provide residents the ability to leave a message after-hours.

7. Sheriff's Deputy Christian Lopez gave a briefing on the City's emergency operations center (EOC) and coordination with other agencies. Special Assignment Officers will be on duty every day and maintain visibility at shopping centers. Code Enforcement officers can educate businesses on ethically increasing the prices of goods.

8. Establish a Small Business taskforce to research federal, state, and county grants to aide businesses and homeowners. Staff to continue developing a business resource guide that can be provided to local businesses.

9. Staff to remain focused on updating website and social media with COVID-19 updates, and establish a communications taskforce to write content on resources, latest news, and closures.

Discussion ensued regarding additional services that can be provided to seniors, curbside food pickup at local restaurants and working with the Sheriff's Department with regard to emergency preparedness.

ORAL COMMENTS FROM COUNCIL

Mayor Klinakis thanked Staff for their hard work.

Council Member Holloway reported that mosquitoes do not transmit COVID-19.

Mayor Pro Tem Lewis noted she provided handouts from the Los Angeles County Public Health Office regarding COVID-19.

ORAL COMMENTS FROM STAFF

None.

There being no further business before the City Council, Mayor Klinakis adjourned the meeting at 1:47 p.m.

Approved this 26th day of March, 2020.

Sheryl Garcia
City Clerk

Charlie Klinakis
Mayor/Chair

RESOLUTION NO. 20-5549

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE ALLOWING CERTAIN CLAIMS AND
DEMANDS IN THE AMOUNT OF \$1,520,495.00 (WARRANT
REGISTER 1489)**

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 3236 through 3377 and Drafts numbered 00879 through 00885 and ACH(s) numbered 115 and 169 through 172 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 26th day of March, 2020, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk



Expense Approval Report

By Payment Number

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
115	3/20/2020 010- 43913	WILFIN FY 18/19 TAX ALLOCATION BONDS SERIES 2014A	WILLDAN FINANCIAL SERVICES	610-5100-53111	1,475.00 1,475.00
169	3/6/2020 5620024332	SIEIND 07/19 TS EMER CALL OUTS	SIEMENS INDUSTRY INC.	200-3120-53819	1,662.36 1,662.36
170	3/6/2020 62771 62772	TANKO POLE REPLACEMENT-HACIENDA DAMAGED OVERHEAD WIRE REPL-SANDSPRINGS	TANKO LIGHTING	285-3330-53111 285-3330-53111	4,900.75 2,818.00 2,082.75
171	3/13/2020 5610209138 5620028596	SIEIND 01/2020 TS MTCE SVC 01/2020 TS EMER CALL OUTS	SIEMENS INDUSTRY INC.	200-3120-53819 200-3120-53819	2,143.50 1,560.50 583.00
172	3/20/2020 62804	TANKO 02/20 STREET LIGHT MTCE SVC	TANKO LIGHTING	285-3330-53111	1,620.00 1,620.00
3236	3/6/2020 INV0004895	CAMALB BOOT REIM-CAMARGO	ALBERT CAMARGO	100-3330-53015	187.54 187.54
3237	3/6/2020 163N-OWLR-VVFFV 17MF-D4VG-6W74	AMABUS CERTIFICATE FOLDERS CERTIFICATE WAFER SEALS LABELS	AMAZON CAPITAL SERVICES INC	100-1120-53011 100-1120-53011	449.25 417.80 31.45
3238	3/6/2020 INV0004900	MORANG LP PARK MASTER PLAN MTG REIM-MORALES	ANGEL MORALES	100-4100-53976	151.88 151.88
3239	3/6/2020 10506308	ARC LP PARK EDISON PLANS-15614 TEMPLE	ARC	285-3330-53111	74.97 74.97
3240	3/6/2020 1913	AREAD FY 19/20 MEMBERSHIP-AREA D	AREA D - CIVIL DEFENSE/DISASTER MANAGEMENT	100-2120-53971	2,022.75 2,022.75
3241	3/6/2020 000014328984	ATT 01/13-02/12 PHONE-LP SNACK BAR	AT&T	285-3330-53715	19.89 19.89
3242	3/6/2020 20--SPI-02-0102	BILSER BILINGUAL SVC-SPECIAL COUNCIL MTG	BILINGUAL SERVICES	100-1100-53111	495.00 495.00
3243	3/6/2020 5009402709	CBEEQU 03/11-04/10 FACILITY COPIER LEASE	CELL BUSINESS EQUIPMENT	100-1150-53911	860.58 860.58
3244	3/6/2020 8404541666	CINTA RESTOCK FIRST AID SUPPLIES-ALL FACILITIES	CINTAS CORPORATION #693	100-1150-53011	1,048.22 1,048.22
3245	3/6/2020 67139229	CONCEN HEALTH SCREENING NEW HIRES	CONCENTRA	100-1135-53406	106.00 106.00
3246	3/6/2020 INV0004891	CPRSPT CPRS RENEWAL-MORALES	CPRS	100-4110-53971	145.00 145.00
3247	3/6/2020 200006464 200006466 200006470 200007821	CSMFO GOVERNMENT CONF REGISTRATION-MERKEL GOVERNMENT CONF REGISTRATION-GRUNKLEE GOVERNMENT CONF REGISTRATION-HERRERA CSMFO TRAINING (3)	CSMFO	100-1130-53972 100-1130-53972 100-1130-53972 100-1130-53972	1,680.00 425.00 550.00 585.00 120.00
3248	3/6/2020 INV1050	DELHAV NATURE PARK CLEAN UP	DELHAVEN COMMUNITY CENTER	100-4100-53111	565.00 400.00

Expense Approval Report

Payment Dates: 03/01/2020 -

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV1050	CAR WASH		555-3150-53812	165.00
3249	3/6/2020 INV0004907	EDISON 01/08-02/06 WTR-13798 TEMPLE AVE	EDISON CO	200-3120-53713	46.05 46.05
3250	3/6/2020 INV0004909	HERRELI CSMFO CONF REIM-HERRERA	ELIZABETH HERRERA	100-1130-53972	96.02 96.02
3251	3/6/2020 35649	ETWATER 2 YR IRRIGATION CONTROLLER RENEWAL	ET WATER SYSTEMS INC.	100-3330-53811	478.00 478.00
3252	3/6/2020 6-934-83699	FEDEXP NOFA/CALHOME 2020	FEDERAL EXPRESS CORP	100-1150-53211	60.53 60.53
3253	3/6/2020 8120895	FERGUS PLUMBING SUPPLIES-SR CENTER	FERGUSON ENTERPRISES, INC.	100-4130-53813	144.28 144.28
3254	3/6/2020 42506	FRANKL 01/2020 SC A/C MTCE	FRANKLIN AIR CONDITIONING &	100-4130-53811	282.19 282.19
3255	3/6/2020 INV0004896	VERIC 02/16-03/15 PHONE-CH MAIN	FRONTIER COMMUNICATIONS	100-1150-53715	55.03 55.03
3256	3/6/2020 2684	FSCONT RETENTION PYMT-CONCRETE REPAIRS	FS CONTRACTORS, INC.	200-3120-53817	990.68 990.68
3257	3/6/2020 014972501	GALLS LEATHER BELT	GALLS	100-2110-53015	48.98 48.98
3258	3/6/2020 280234 282868	GORM SC JANITORIAL SUPPLIES SC JANITORIAL SUPPLIES	GORM INC	100-4130-53012 100-4130-53012	879.75 574.87 304.88
3259	3/6/2020 3591	HACLWN EQUIPMENT MTCE-LAWNMOWER	HACIENDA LAWNMOWER SHOP	100-3330-53811	187.00 187.00
3260	3/6/2020 INV0004894	HACOUT MTCE DEPT-UNIFORMS	HACIENDA OUTLET	100-3330-53015	119.86 119.86
3261	3/6/2020 INV0004888	ISAVIL SCHOLARSHIP REIM-VILLALOBOS	ISABELLA E VILLALOBOS	100-4140-53992	38.54 38.54
3262	3/6/2020 103761	JCLBAR ST SIGN STRAPS	JCL TRAFFIC	200-3120-53821	407.30 407.30
3263	3/6/2020 INV0004893	JOEMAL MUSIC SVC-SC ST PATRICKS DANCE	JOE L. MALVIDO	100-4130-53979	450.00 450.00
3264	3/6/2020 48130	JRPART LINENS (7)	JULIO CESAR GARCIA	100-4130-53979	81.00 81.00
3265	3/6/2020 RE-PW-19111201998 RE-PW-20021003720 RE-PW-20021004026	LACRD 10/19 IW LA PUENTE 01/2020 IW LA PUENTE 01/2020 TS MAINT DDG	LA CO DEPT PUBLIC WORKS	100-3110-53121 100-3110-53121 200-3120-53819	9,388.85 5,344.63 669.65 3,374.57
3266	3/6/2020 INV0004897 INV0004901 INV0004902 INV0004903 INV0004904 INV0004905 INV0004906	LPVCWD 11/18-01/17 WTR-SR CENTER 12/18-02/18 WTR-VALLEY/CENTRAL 12/18-02/18 WTR-GLENDORA-PARK 12/18-02/18 WTR-NELSON 12/18-02/18 WTR-OLD VALLEY 12/18-02/18 WTR-ABBAY-CENTRAL 12/18-02/18 WTR-MAIN & LEVERETTE	LA PUENTE VALLEY CO WATER	100-4130-53714 200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714	1,439.99 339.24 357.30 192.48 128.31 167.88 212.16 42.62

Expense Approval Report

Payment Dates: 03/01/2020 -

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
3267	3/6/2020	MERRIT	MERRITTS HARDWARE		1,314.95
	115437	ROPE/TAPE		100-4140-53979	28.47
	115438	PAINTBRUSH/SUPPLIES		100-4140-53979	46.30
	115460	BATTERY WATCH		100-3330-53011	5.05
	115492	MTCE TOOLS		100-3330-53012	17.34
	115506	STAPLES/DUCT TAPE/MASK		100-3330-53012	47.00
	115535	FLASHLIGHT/PACKING TAPE		100-4140-53979	94.36
	115649	PROPANE EXCHANGE		200-3120-53817	21.95
	115681	PLUG HOSE		100-3330-53012	8.35
	115682	BOLTS/WIRE		100-1150-53813	12.63
	115693	SPLIT BOLT		100-3330-53012	7.14
	115742	HAMMER/FRAME/SCREW/BLADE		100-3330-53012	128.11
	115746	SPRAYPAINT/BAR CLAMP/NAILS		100-3330-53012	81.33
	115757	TAPE/LUMBER		100-3330-53012	35.21
	115760	PINE LUMBER		100-3330-53813	5.10
	115899	MTCE SUPPLIES		100-3330-53012	86.10
	115966	DUCT TAPE		100-3330-53012	26.37
	115977	SUPPLIES		210-3130-53816	31.50
	116000	TOOLS-NELSON PARK		100-3330-53811	10.97
	116016	GRAFFITI SUPPLIES		200-3120-53016	25.80
	116026	CABLE TIE		100-2110-53012	3.29
	116096	BOOT KNEE-MTCE		100-3330-53015	35.19
	116138	MTCE TOOLS		100-3330-53012	25.94
	116156	MTCE-DUCT TAPE/SUPPLIES		100-3330-53012	37.38
	116192	GRAFFITI SUPPLIES		200-3120-53016	21.64
	116267	MTCE CLEANING SUPPLIES		100-3330-53012	14.82
	116282	MCTE SUPPLIES		100-3330-53012	13.17
	116304	ROLLER FRAME/SPRAYPAINT		200-3120-53016	18.88
	116339	SUPPLIES		100-3330-53813	132.73
	116346	MTCE SUPPLIES		100-3330-53813	129.31
	116355	GFI SUPPLIES		100-4100-53012	41.78
	116422	DUCT TAPE		100-2130-53011	10.98
	116431	SPRAYPAINT/BLADE		200-3120-53016	35.19
	116509	MTCE TOOLS		100-3330-53012	75.57
3269	3/6/2020	NATENSVC	NATIONWIDE ENVIRONMENTAL SERVICES		4,132.94
	30695	CATCH BASIN CLEANING		203-3120-53111	4,132.94
3270	3/6/2020	PUHIGH	PUENTE HILLS CHEVROLET		144.54
	214962	EXTRA KEYS-CHEVY CANYON		555-3150-53812	144.54
3271	3/6/2020	QUINMO	QUINTIN'S MOBIL		226.10
	1015732	FUEL-MTCE VEH		555-3150-53014	81.09
	1018062	FUEL-CE TAHOE		555-3150-53014	58.32
	1018193	FUEL-GMC		555-3150-53014	54.01
	1018756	FUEL-FUSION VEH		555-3150-53014	32.68
3272	3/6/2020	RESOUR	RESOURCE BUILDING MATERIALS		324.12
	2745629	SCOOP SOIL MIX		285-3330-53814	81.03
	2759508	SCOOP SOIL MIX		285-3330-53814	81.03
	2759509	SCOOP SOIL MIX		285-3330-53814	81.03
	2759510	SCOOP SOIL MIX		285-3330-53814	81.03
3273	3/6/2020	SAFSIG	SAFEWAY SIGN CO		87,146.07
	16284	STREET SIGN REPLACEMENT		200-5583-59600	19,759.52
	16319	STREET SIGN REPLACEMENT		200-5583-59600	65,131.33
	16379	STREET SIGN REPLACEMENT		200-5583-59600	1,390.62
	16380	STREE SIGNS SAMPLES		100-3100-53976	864.60
3274	3/6/2020	GARCSHE	SHERYL GARCIA		208.03
	INV0004908	CONFERENCE RM REFRIGERATOR REIM-GARCIA		100-1120-53011	208.03

Expense Approval Report

Payment Dates: 03/01/2020 -

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
3275	3/6/2020 97235471-001	SITEON IRRIGATION SUPPLIES	SITEONE LANDSCAPE SUPPLY, LLC	285-3330-53822	559.45 559.45
3276	3/6/2020 015785 016148 035277	SMART LP PARK MASTER PLAN MTG SUPPLIES LEAD PROGRAM SUPPLIES YLAC GYM CLEANING SUPPLIES	SMART & FINAL	100-4100-53976 100-4140-53993 100-4110-53012	174.71 43.46 18.19 113.06
3277	3/6/2020 180021784096 180021784452 180021784467 180041431586 180041431588	SOSUBW 01/23-02/24 WTR-HACIENDA/NELSON 01/23-02/24 WTR-16159 TEMPLE 01/23-02/24 WTR-15250 TEMPLE 01/21-02/19 WTR-AMAR/HACIENDA 01/21-02/19 WTR-ELLIOTT	SUBURBAN WATER SYSTEMS	200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714	520.25 105.41 77.92 136.84 89.05 111.03
3278	3/6/2020 6477	SUNWIN YLAC ANTI GRIFFITI FILM	SUNSHIELD WINDOW TINTING, INC.	285-3330-53813	1,854.70 1,854.70
3279	3/6/2020 394099377 394099433 394099438	TERMI 02/14 SC PEST CONTROL 02/14 YLAC PEST CONTROL 02/14 CC PEST CONTROL	TERMINIX PROCESSING CENTER	100-4130-53813 285-3330-53813 285-3330-53813	178.00 85.00 48.00 45.00
3280	3/6/2020 4098	THESAU SHIRTS-DEV SVC DEPT	THE SAUCE CREATIVE SERVICES CORP	100-3300-53976	80.19 80.19
3281	3/6/2020 INV0004889 INV0004890 INV0004898 INV0004898	TMOBILE 01/21-02/20 MTCE WIRELESS SVC 01/21-02/20 CE WIRELESS SVC 01/21-02/20 PUBLIC SAFETY WIRELESS 01/21-02/20 PUBLIC SAFETY WIRELESS	T-MOBILE	100-3100-53715 100-2110-53715 100-2100-53715 100-2110-53715	933.55 468.50 237.85 198.80 28.40
3282	3/6/2020 8045	TCS GASB75 VALUATION SVC	TOTAL COMPENSATIONS SYSTEMS INC	100-1130-53111	1,890.00 1,890.00
3283	3/6/2020 1716	TUNNEL LP SANITARY SEWER-1163 HACIENDA	TUNNELWORKS SERVICES INC	500-3210-53111	660.00 660.00
3284	3/6/2020 045-294046	INCODE 02/20 EXECUTIME PROF SVC	TYLER TECHNOLOGIES, INC.	550-6100-53017	125.00 125.00
3285	3/6/2020 1-5324 1-5342	UNISUP IRRIGATION SUPPLIES IRRIGATION SUPPLIES	UNISON SUPPLY	285-3330-53822 285-3330-53822	56.06 26.06 30.00
3286	3/6/2020 INV0004899	VOLDEF 01/2020 HOUSING SVC	VOLUNTEERS IN DEFENSE OF ANIMALS	100-2130-53111	3,677.00 3,677.00
3287	3/6/2020 157094	WESCO 01/16-31 PKWY TREE MTCE	WEST COAST ARBORISTS INC	200-3120-53815	1,275.80 1,275.80
3288	3/6/2020 002-22308 00618812	WILENG 01/2020 BUILDING & SAFETY SVC 01/2020 HACIENDA/FAIRGROVE IMPRO	WILLDAN ENGINEERING	100-3310-53111 400-5576-59600	37,310.28 37,071.53 238.75
3289	3/16/2020 INV0004937	STADIS PR WITHOLDING ORDER	CALIFORNIA STATE DISBURSEMENT UNIT	100-20399	325.00 325.00
3290	3/16/2020 INV0004865 INV0004865 INV0004947 INV0004947	SEIU CO COPE FUND CONTRIBUTION COPE FUND CONTRIBUTION COPE FUND CONTRIBUTION COPE FUND CONTRIBUTION	COPE FUND	100-20380 260-20380 100-20380 260-20380	10.00 3.27 1.73 3.06 1.94

Expense Approval Report

Payment Dates: 03/01/2020 -

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
3291	3/16/2020	NATRS	NATIONWIDE RETIREMENT		120.00
	INV0004940	Employee Contribution		100-20340	111.03
	INV0004940	Employee Contribution		200-20340	0.87
	INV0004940	Employee Contribution		203-20340	0.87
	INV0004940	Employee Contribution		205-20340	0.87
	INV0004940	Employee Contribution		210-20340	0.87
	INV0004940	Employee Contribution		215-20340	0.87
	INV0004940	Employee Contribution		285-20340	4.62
3292	3/16/2020	SEIU	SEIU - LOCAL 721		759.98
	INV0004864	EMPLOYEE DUES		100-20380	254.34
	INV0004864	EMPLOYEE DUES		200-20380	30.60
	INV0004864	EMPLOYEE DUES		203-20380	2.72
	INV0004864	EMPLOYEE DUES		205-20380	2.72
	INV0004864	EMPLOYEE DUES		210-20380	20.25
	INV0004864	EMPLOYEE DUES		215-20380	2.72
	INV0004864	EMPLOYEE DUES		260-20380	16.52
	INV0004864	EMPLOYEE DUES		285-20380	50.12
	INV0004946	EMPLOYEE DUES		100-20380	249.83
	INV0004946	EMPLOYEE DUES		200-20380	28.39
	INV0004946	EMPLOYEE DUES		203-20380	2.95
	INV0004946	EMPLOYEE DUES		205-20380	2.95
	INV0004946	EMPLOYEE DUES		210-20380	24.73
	INV0004946	EMPLOYEE DUES		215-20380	2.95
	INV0004946	EMPLOYEE DUES		260-20380	18.36
	INV0004946	EMPLOYEE DUES		285-20380	49.83
3293	3/16/2020	USBANK	U.S BANK PARS ACCT# 6746022400		3,303.48
	INV0004944	PARS RETIREMENT		100-20340	2,072.36
	INV0004944	PARS RETIREMENT		200-20340	152.72
	INV0004944	PARS RETIREMENT		203-20340	66.56
	INV0004944	PARS RETIREMENT		205-20340	30.25
	INV0004944	PARS RETIREMENT		260-20340	582.99
	INV0004944	PARS RETIREMENT		285-20340	398.60
3294	3/16/2020	ICMARC	VANTAGEPOINT TRANSFER AGENTS-457		1,394.67
	INV0004938	EMPLOYEE LOAN REPYMT		100-20399	70.77
	INV0004938	EMPLOYEE LOAN REPYMT		200-20399	1.66
	INV0004938	EMPLOYEE LOAN REPYMT		210-20399	22.24
	INV0004939	EMPLOYEE CONTRIBUTIONS		100-20399	694.98
	INV0004939	EMPLOYEE CONTRIBUTIONS		200-20399	51.78
	INV0004939	EMPLOYEE CONTRIBUTIONS		203-20399	118.67
	INV0004939	EMPLOYEE CONTRIBUTIONS		205-20399	118.67
	INV0004939	EMPLOYEE CONTRIBUTIONS		210-20399	84.54
	INV0004939	EMPLOYEE CONTRIBUTIONS		215-20399	98.31
	INV0004939	EMPLOYEE CONTRIBUTIONS		260-20399	41.08
	INV0004939	EMPLOYEE CONTRIBUTIONS		285-20399	91.97
3295	3/13/2020	AMERLE	AMERICAN LEGAL		10.96
	0132998	LA PUENTE CODE ORD UPDATE		100-1120-53412	10.96
3296	3/13/2020	ATT	AT&T		58.19
	000014383826	01/28-02/27 PHONE-SR CENTER 911 LN		100-4130-53715	58.19
3297	3/13/2020	BARRCL	BARR AND CLARK, INC.		395.00
	50255	02/26 LBP/YEAROUT-827 LARIMORE		260-3320-53977	395.00
3298	3/13/2020	CINTA	CINTAS CORPORATION #693		198.94
	4044520009	03/05 SC MAT RENTAL		100-4130-53012	198.94

Expense Approval Report

Payment Dates: 03/01/2020 -

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
3299	3/13/2020 67283702	CONCEN HEALTH SCREENING NEW HIRES (4)	CONCENTRA	100-1135-53406	424.00 424.00
3300	3/13/2020 2020-1	CRSINC FY 18/19 STATE MANDATE FILING	COST RECOVERY SYSTEMS INC.	100-1130-53111	3,000.00 3,000.00
3301	3/13/2020 100636	D&D 02/20 ANIMAL DISPOSAL	D & D SERVICES, INC	100-2130-53111	225.00 225.00
3302	3/13/2020 E 1723990 SB E 1723993 SB	DEPTIND CC LOBBY HANDICAP LIFT INSP CC GYM HANDICAP LIFT INSP	DEPT OF INDUSTRIAL RELATIONS	100-4100-53811 100-4100-53811	250.00 125.00 125.00
3303	3/13/2020 439456	DEPTJ 02/2020 FINGERPRINT SVC (6)	DEPT OF JUSTICE-BUREAU	100-1135-53406	192.00 192.00
3305	3/13/2020 INV0004913	FLOESP 01-02/2020 PYMT-BALLET CLASS	ESPERANZA FLORES	100-4100-53111	1,393.98 1,393.98
3306	3/13/2020 INV0004934	ESTBAU FACILITY RENTAL DEPOSIT REFUND-BAUTISTA	ESTELA BAUTISTA	600-20230	200.00 200.00
3307	3/13/2020 01 01 01 01	EXCPAV RETENTION-VALLEY SWR ST RESURFACING PROGRESS PYMT#1-VALLEY SWR ST RESURFACING RETENTION-VALLEY SWR ST RESURFACING PROGRESS PYMT#1-VALLEY SWR ST RESURFACING	EXCEL PAVING CO	215-20220 215-5587-59300 500-20220 500-5580-59300	402,061.55 -16,982.17 83,579.35 -4,178.97 339,643.34
3308	3/13/2020 CD2010004143 CD2011004017	EXPERI 01/2020 CREDIT REPORT 02/2020 CREDIT REPORT SVC	EXPERIAN	100-3320-53111 100-3320-53111	54.00 27.00 27.00
3309	3/13/2020 INV0004916	FUTENE REFUND-BLDG PERMIT#027359	FUTURA ENERGY	100-42110	125.54 125.54
3310	3/13/2020 282872 282873 282874	GORM CH JANITORIAL SUPPLIES YLAC JANITORIAL SUPPLIES LP PARK JANITORIAL SUPPLIES	GORM INC	100-1150-53813 285-3330-53813 100-3330-53813	1,855.30 515.93 527.75 811.62
3311	3/13/2020 INV0004910	GUEJC 2/2020 PYMT-JUDO CLASS	GUERREROS ATHLETIC FOUNDATION	100-4100-53111	793.88 793.88
3312	3/13/2020 3274 3327 3332	HACLWN MTCE TOOL MTCE TOOLS MTCE TOOLS	HACIENDA LAWNMOWER SHOP	100-3330-53012 100-3330-53012 100-3330-53012	551.77 21.94 205.50 324.33
3313	3/13/2020 531349	HACOUT MTCE DEPT-UNIFORMS	HACIENDA OUTLET	100-3330-53015	119.86 119.86
3314	3/13/2020 2010172552	HOOTS YEARLY SUBSCRIPTION FEE	HOOTSUITE	550-6100-53017	7,188.00 7,188.00
3315	3/13/2020 55817	INHOFA HOSE-TRACTOR REPAIR	INDUSTRY HOSES & FASTNERS	555-3150-53812	154.42 154.42
3316	3/13/2020 102956 102956 103851	JCLBAR TRAFFIC CONES (60) LATE FEE ST SIGNS-NO TRESPASSING	JCL TRAFFIC	200-3120-53012 200-3120-53012 200-3120-53821	1,246.64 984.84 14.77 247.03
3317	3/13/2020 INV0004918	BUCJEF ANIMAL CONTROL SUPPLIES REIM-BUCKWELL	JEFFREY BUCKWELL	100-2130-53011	54.65 54.65

Expense Approval Report

Payment Dates: 03/01/2020 -

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
3318	3/13/2020	LACSHF	LA CO SHERIFF'S DEPT		3,724.54
	200891AL	02/19 HELICOPTER SVC		100-2100-53110	755.90
	200892AL	04/19 HELICOPTER SVC		100-2100-53110	1,030.78
	200893AL	05/19 HELICOPTER SVC		100-2100-53110	1,319.39
	200894AL	06/19 HELICOPTER SVC		100-2100-53110	618.47
3319	3/13/2020	LAPUCA	LA PUENTE CAR WASH & QUICK LUBE, INC.		1,108.00
	1012	08-02/2020 CAR WASH SVC		555-3150-53812	1,108.00
3320	3/13/2020	LPVCWD	LA PUENTE VALLEY CO WATER		775.44
	INV0004914	12/18-02/18 WTR- COMM CTR		100-4100-53714	387.72
	INV0004914	12/18-02/18 WTR- YLAC		100-4110-53714	387.72
3321	3/13/2020	ODELIN	LINDA ODEGAARD		224.70
	INV0004911	02/2020 PYMT-KNITTING CLASS		100-4100-53111	224.70
3322	3/13/2020	MANCIL	MANCILLA'S QUALITY PRINTING		111.10
	13759	AC SIGNS		100-1150-53011	111.10
3323	3/13/2020	MERRIT	MERRITTS HARDWARE		628.45
	116609	MTCE SUPPLIES		555-3150-53812	186.53
	116623	CREDIT - SUPPLIES		555-3150-53812	-175.98
	116661	PARK MASTER PLAN SUPPLIES		285-3330-53822	115.15
	116666	PARK MASTER PLAN SUPPLIES		285-3330-53822	40.40
	116677	GRAFFITI SUPPLIES		200-3120-53016	35.67
	116680	MTCE SUPPLIES		100-3330-53822	4.13
	116733	MTCE CLEANING SUPPLIES		100-3330-53012	23.07
	116747	MTCE SUPPLIES		200-3120-53012	21.99
	116768	FENCING SUPPLIES		200-3120-53012	33.15
	116777	MTCE TOOLS		100-3330-53012	21.53
	116790	CH TOOL		100-1150-53012	208.99
	116798	KEYS FOR VEHICLES		100-2110-53012	9.87
	116809	FORD ELECTRIC PANEL CABINET		285-3330-53822	43.98
	116883	KEYS (2)		285-3330-53813	3.30
	116914	LP PARK ELECTRIC CABINET		100-3330-53813	43.98
	116944	CH SIGNS		100-1150-53012	12.69
3324	3/13/2020	METLNK	METROLINK		1,823.00
	214217	02/20 METROLINK MONTHLY PASS		210-3130-53915	1,823.00
3325	3/13/2020	GOMPED	PEDRO GOMEZ JR		262.08
	INV0004912	02/2020 PYMT-TAEKWANDO CLASS		100-4100-53111	262.08
3326	3/13/2020	QUINMO	QUINTIN'S MOBIL		446.94
	1016938	FUEL-MTCE VEH		555-3150-53014	89.43
	1017752	FUEL-MTCE VEH		555-3150-53014	88.41
	1017765	FUEL-MTCE VEH		555-3150-53014	88.71
	1018733	FUEL-MTCE VEH		555-3150-53014	93.00
	1018765	FUEL-MTCE VEH		555-3150-53014	46.92
	1019423	FUEL-CE VEH		555-3150-53014	40.47
3327	3/13/2020	CARRRI	RICARDO CARRILLO		197.99
	INV0004917	BOOT REIM-CARRILLO		100-3330-53015	197.99
3328	3/13/2020	SGVT	SAN GABRIEL VLY NEWSPAPER		258.50
	0011368672	AD-BID LP PARK FIELD RENOVATION		100-3300-53411	258.50
3329	3/13/2020	GARCSHE	SHERYL GARCIA		108.55
	INV0004932	REIM - SUPPLIES COUNCIL MTG		100-1100-53976	108.55
3330	3/13/2020	SMART	SMART & FINAL		90.91
	018995	MOCK CITY MTG SUPPLIES		100-4140-53993	38.05
	036191	LEAD MTG SUPPLIES		100-4140-53993	52.86

Expense Approval Report

Payment Dates: 03/01/2020 -

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
3331	3/13/2020 10303592 022720	DANON 02/20 CH WATER SVC	SPARKLETT'S	100-1150-53011	126.43 126.43
3332	3/13/2020 225018 225021	STANLE 02/2020 SNACK BAR PEST CONTROL 02/2020 ABBEY ST PEST CONTROL	STANLEY PEST CONTROL, INC.	285-3330-53822 200-3120-53814	165.00 80.00 85.00
3333	3/13/2020 98938812-0001 99184479-0001	SUNBELT DITCHWITCH RENTAL CABLE LOCATOR RENTAL	SUNBELT RENTALS, INC.	100-3100-53012 100-3100-53012	834.91 606.54 228.37
3334	3/13/2020 394099423 394099504	TERMI 02/14 CH PEST CONTROL 02/14 CH PEST CONTROL	TERMINIX PROCESSING CENTER	100-1150-53813 100-1150-53813	157.00 80.00 77.00
3335	3/13/2020 109757	TERLAC LANDSCAPE SOIL-LP PARK	TERRY LA CURAN & SON TRUCKING INC	285-3330-53814	564.10 564.10
3336	3/13/2020 3540	RIGMAN TRAILER SPRAY REPAIR KIT	THE RIG MAN	100-3100-53012	265.20 265.20
3337	3/13/2020 0395613022720	TIMEWA 02/27-03/26 CH CABLE SVC	TIME WARNER CABLE	100-1150-53715	299.99 299.99
3338	3/13/2020 INV0004915	GRUTRO CSFMO CONF REIM-GRUNKLEE	TROY GRUNKLEE	100-1130-53972	30.00 30.00
3339	3/13/2020 157494	WESCO 02/01-15 PKWY TREE MTCE	WEST COAST ARBORISTS INC	200-3120-53815	1,528.20 1,528.20
3340	3/13/2020 63958134	WEXBANK 02/20 FUEL-DIESEL MTCE EQUIPMENT	WEX BANK	555-3150-53014	220.70 220.70
3341	3/13/2020 003-30872 003-31665 003-31666 00618394 00618769	WILENG 10/19 LLA-1040 N UNRUH 01/2020 TRAFFIC ENG SVC 01/19 NPDES SVC 10/19 LAPU CONCEPT PARK IMPROVEMENT 01/2020 HSIP CYCLE 8 DESIGN	WILLDAN ENGINEERING	100-3110-53111 200-3120-53111 100-3100-53111 500-5595-59210 203-5586-59210	18,278.99 2,610.00 1,027.50 86.25 7,496.00 7,059.24
3342	3/20/2020 77154	AEGSLN INJET COLOR BOND (2)	AEG SOLUTIONS	100-4100-53012	211.62 211.62
3343	3/20/2020 1VTR-RNQ6-YWPV	AMABUS DISPOSABLE GLOVES-CH STAFF	AMAZON CAPITAL SERVICES INC	100-1150-53012	166.36 166.36
3344	3/20/2020 000014383825 000014383827 000014383828 000014383829 000014425658 000014425659 000014456308	ATT 01/28-02/27 PHONE-PRIMARY RATE 01/28-02/27 PHONE-MTCE YARD ALARM 01/28-02/27 PHONE-CH FAX LN 01/28-02/27 PHONE-CH LINE 02/06-03/05 PHONE-CH 911 LN 02/06-03/05 PHONE-MTCE YARD LINE 02/13-03/12 PHONE - LP SNACK BAR	AT&T	100-1150-53715 285-3330-53715 100-1150-53715 100-1150-53715 100-1150-53715 285-3330-53715 285-3330-53715	655.10 164.69 19.38 99.26 312.82 19.38 19.38 20.19
3345	3/20/2020 136701	CDCEIN FORD SPECIAL SVC LIGHTING & CENTER CONSOLE	CDCE, INC	555-3150-54484	12,294.81 12,294.81
3346	3/20/2020 67162046	CBEEQU 03/20 CH COPIER LEASE	CELL BUSINESS EQUIPMENT	100-1150-53911	435.02 435.02
3347	3/20/2020 67365045	CONCEN HEALTH SCREENING NEW HIRES (2)	CONCENTRA	100-1135-53406	212.00 212.00

Expense Approval Report

Payment Dates: 03/01/2020 -

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
3348	3/20/2020 3301-530087	CED TOOLS - MTCE SUPPLIES	CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	100-3100-53012	83.43 83.43
3349	3/20/2020 34059	CRAMER MARKETI... 2019 TAX FORMS	CRAMER MARKETING	100-1130-53011	77.77 77.77
3350	3/20/2020 IN2020-0110	CRONET VOICEMAIL BOXES (5)	CROSSPOINT NETWORK SOLUTIONS	550-6100-53017	200.00 200.00
3351	3/20/2020 INV0004957 INV0004963 INV0004964 INV0004965 INV0004966 INV0004967	EDISON 01/31-03/03 ELEC-CITY HALL 01/31-03/03 ELEC - SENIOR CTR 01/31-03/03 ELEC - COMM CTR 01/31-03/03 ELEC - PARK SVC 01/31-03/03 ELEC - TRAFFIC CONTROL 01/31-03/03 ELEC - VARIOUS	EDISON CO	100-1150-53712 100-4130-53712 100-4100-53712 285-3330-53712 200-3120-53713 200-3120-53713	8,951.81 2,588.60 690.61 946.08 352.22 1,159.06 3,215.24
3352	3/20/2020 FBN3897083 FBN3897083 FBN3897083	ENTFMT DOWN PAYMENT REFUND - FORD SPECIAL SVC (2) 02/2020 VEHICLE MTCE 02/2020 MONTHLY LEASE	ENTERPRISE FLEET MANAGEMENT	270-3100-54484 555-3150-53812 555-3150-53912	3,346.65 -2,630.08 3,093.28 2,883.45
3353	3/20/2020 INV0004973	VERIC 03/07-04/06 PHONE- SR CTR ALARM	FRONTIER COMMUNICATIONS	100-4130-53715	111.68 111.68
3354	3/20/2020 10545507	GARDA 02/2020 ARMORED TRANS SVC	GARDAWORLD	100-1130-53111	294.75 294.75
3355	3/20/2020 0033419-IN	HDLCC 1ST QTR-TRANS TAX	HDL COREN & CONE	100-1130-53111	300.00 300.00
3356	3/20/2020 3273758 3273758 4272771 7970074 7970074 7970899	HMEDEP SUPPLIES SUPPLIES STORAGE CONTAINERS GRAFFITI SUPPLIES GRAFFITI SUPPLIES PARK MASTER PLAN SUPPLIES	HOME DEPOT CRC	100-1150-53813 100-1150-53813 100-3330-53012 200-3120-53016 555-3150-53812 285-3330-53814	348.04 50.50 20.54 38.77 21.92 51.70 164.61
3357	3/20/2020 19001-SD	JDCINC EMER STROM WTR PIPE REP-NANTES/ECTOR	J. DE SIGIO CONSTRUCTION, INC.	200-3120-53817	19,810.00 19,810.00
3358	3/20/2020 INV0004952	KAYPHO FILM PERMIT REFUND	KAYDEN PHOENIX	100-42130	468.00 468.00
3359	3/20/2020 1199	KSKFAC 02/20- CC/YLAC JANITORIAL SVC	KSK FACILITIES	285-3330-53813	1,920.00 1,920.00
3360	3/20/2020 INV0004951 INV0004951	LACANL 01/2020 ANIMAL HOUSING 01/2020 ANIMAL LICENSE FEE	LA CO ANIMAL CARE AND CONTROL	100-2130-53112 100-42140	934.13 1,034.13 -100.00
3361	3/20/2020 200890AL	LACSHF 01/19 HELICOPTER SVC	LA CO SHERIFF'S DEPT	100-2100-53110	1,841.65 1,841.65
3362	3/20/2020 9029 9029 9029-1	LANWEST 02/20 LANDSCAPE SERVCIES 02/20 LANDSCAPE SERVCIES 02/20 LANDSCAPE SVC	LANDSCAPE WEST MANAGEMENT SERVICES INC	100-4130-53814 200-3120-53814 285-3330-53814	7,657.91 168.48 5,408.74 2,080.69
3363	3/20/2020 109541-01 109541-01	LEOBUI RETENTION - PARK SEWER IMPROV - PROGRESS PYMT #1 PARK SEWER IMPROV - PROGRESS PYMT #1	LEONIDA BUILDERS	500-20220 500-5595-59300	615,773.35 -32,409.12 648,182.47

Expense Approval Report

Payment Dates: 03/01/2020 -

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
3364	3/20/2020	LOCKSP	LOCKS PLUS, INC		1,128.55
	34289	CC DOOR REPAIR		285-3330-53813	858.55
	34290	CC DOOR REPAIR		285-3330-53813	270.00
3365	3/20/2020	MANCIL	MANCILLA'S QUALITY PRINTING		377.52
	13805	BOOKS - LP PARKS/FINAL MASTER PLAN		100-4100-53411	377.52
3366	3/20/2020	QUAD	QUADIENT LEASING		435.75
	N8187240	POSTAGE MACHINE - INK/LABELS		100-1150-53811	435.75
3367	3/20/2020	QUINMO	QUINTIN'S MOBIL		106.07
	1010524	FUEL-AC VEH		555-3150-53014	45.00
	1010939	FUEL-CE VEH		555-3150-53014	33.25
	1018940	FUEL-CE VEH		555-3150-53014	27.82
3368	3/20/2020	SGVWC	S.G.V. WATER CO		154.11
	INV0004956	02/06-03/09 WTR-935 IRRIG		200-3120-53714	154.11
3369	3/20/2020	SGVT	SAN GABRIEL VLY NEWSPAPER		462.50
	0011369295	AD-ORD #20-968		100-1120-53411	462.50
3370	3/20/2020	SOSUBW	SUBURBAN WATER SYSTEMS		185.69
	180051315798	02/06-03/05 WTR-HACIENDA/MAPLEGROVE		200-3120-53714	185.69
3371	3/20/2020	GASCO	THE GAS COMPANY		1,472.83
	INV0004953	02/07-03/05 GAS-PUBLIC WORKS		285-3330-53711	14.79
	INV0004954	02/04-03/05 GAS-CITY HALL		100-1150-53711	908.06
	INV0004955	02/04-03/05 GAS-PARK SERVICES		285-3330-53711	21.57
	INV0004959	02/04-03/05 GAS - YLAC		100-4110-53711	253.43
	INV0004960	02/04-03/05 GAS - COMM CTR		100-4100-53711	92.99
	INV0004961	02/03-03/04 GAS - SENIOR CTR		100-4130-53711	181.99
3372	3/20/2020	TIMEWA	TIME WARNER CABLE		96.15
	0029063030120	03/2020 CH CABLE SVC		100-1150-53715	96.15
3373	3/20/2020	UNISTA	UNITED STATES TREASURY		820.03
	CP161	PAYROLL TAXES ID# 95-6005862		100-1130-53965	820.03
3374	3/20/2020	CALCARD	US BANK CALCARD		3,175.51
	INV0004968	GLENDORA MAYORS PRAYER BREAKFAST		100-1100-53972	27.75
	INV0004968	EDUCATION WORKSHOP		100-1110-53972	50.00
	INV0004968	LUNCH MTG - ANIMAL CONTROL		100-1110-53972	133.29
	INV0004968	CM LUNCH MTG		100-1110-53972	39.98
	INV0004968	LUNCH MTG - PARK CONSTRUCTION		100-1110-53972	111.45
	INV0004968	FLOWERS		100-1110-53976	170.49
	INV0004968	FLOWERS		100-1110-53976	180.94
	INV0004968	VESTA PREPAID AT&T		100-2130-53011	50.71
	INV0004968	VESTA PREPAID AT&T		100-2130-53011	40.63
	INV0004968	SUPPLIES FOR AC STAFF MEETING		100-2130-53972	45.61
	INV0004968	FUEL		555-3150-53014	42.25
	INV0004968	FUEL		555-3150-53014	35.17
	INV0004968	FUEL		555-3150-53014	38.45
	INV0004968	FUEL		555-3150-53014	40.25
	INV0004968	FUEL		555-3150-53014	38.47
	INV0004969	OFFICE SUPPLIES		100-1150-53011	1,275.96
	INV0004969	VESTA PREPAID AT&T		100-2130-53011	40.63
	INV0004969	VESTA PREPAID AT&T		100-2130-53011	40.63
	INV0004969	VESTA PREPAID AT&T		100-2130-53011	40.63
	INV0004970	SUPPLIES		100-1120-53011	100.00
	INV0004970	SUPPLIES FOR CC		100-1120-53011	38.49
	INV0004971	OPERATING SUPPLIES		100-4100-53011	10.73
	INV0004971	OPERATING SUPPLIES		100-4100-53011	11.44
	INV0004971	OPERATING SUPPLIES		100-4100-53011	85.76

Expense Approval Report

Payment Dates: 03/01/2020 -

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0004971	BIANNUAL CC MTG		100-4110-53972	11.10
	INV0004971	LEAD LUNCH MTG		100-4140-53993	106.00
	INV0004972	WORKSHOP MTG		100-3300-53972	218.00
	INV0004972	CONFERENCE - AFFORDABLE HOUSING		100-3300-53972	45.70
	INV0004972	MEMBERSHIP TURF ASSOCIATION		100-3330-53976	105.00
3375	3/20/2020	WALMRT	WALMART COMMUNITY INC		1.63
	INV0004962	HOLIDAY PARADE SUPPLIES		100-4140-53979	1.63
3376	3/20/2020	WILENG	WILLDAN ENGINEERING		158,960.99
	002-22399	02/20 BUILDING & SAFETY SVC		100-3310-53111	137,176.13
	003-30820	09/19 RETENTION PYMT-RESTROOM PROJ		260-20220	76.46
	003-30882	10/19 ENGINEERING PERMITS		100-3110-53120	5,586.75
	003-31667	01/20 BID - SKATE PARK REVIEW		285-3330-53111	692.50
	003-31677	01/20 LOCAL STREET IMPROVEMENTS		202-5510-59210	4,011.57
	003-31677	01/20 LOCAL STREET IMPROVEMENTS		203-5510-59210	605.52
	003-31677	01/20 LOCAL STREET IMPROVEMENTS		205-5510-59210	605.52
	003-31677	01/20 LOCAL STREET IMPROVEMENTS		215-5587-59210	2,346.39
	003-31678	01/20 RIGHT OF WAY IMP - ELLIOT/AMAR		215-5518-59600	1,219.20
	003-31680	01/20 VALLEY BLVD CONST MGMT		215-5587-59300	2,058.69
	003-31680	01/20 VALLEY BLVD STREET IMPROVEMENT		500-5580-59300	4,582.26
3377	3/20/2020	WILFIN	WILLDAN FINANCIAL SERVICES		1,325.00
	010-43913	FY 18/19 SALES TAX REVENUE BONDS		100-1130-53111	1,175.00
	010-43913	FY 18/19 SEWER REVENUE REFUNDING BONDS		500-3210-53111	150.00
DFT0000879	3/16/2020	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		10,160.45
	INV0004941	EMPLOYER CONTRIBUTION		100-20360	7,030.03
	INV0004941	EMPLOYER CONTRIBUTION		200-20360	465.59
	INV0004941	EMPLOYER CONTRIBUTION		203-20360	395.54
	INV0004941	EMPLOYER CONTRIBUTION		205-20360	302.68
	INV0004941	EMPLOYER CONTRIBUTION		210-20360	357.43
	INV0004941	EMPLOYER CONTRIBUTION		215-20360	169.04
	INV0004941	EMPLOYER CONTRIBUTION		260-20360	374.27
	INV0004941	EMPLOYER CONTRIBUTION		285-20360	1,065.87
DFT0000880	3/16/2020	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		6,980.03
	INV0004942	PERS- NEW EMPLOY CONTRB		100-20399	4,676.82
	INV0004942	PERS- NEW EMPLOY CONTRB		200-20399	329.37
	INV0004942	PERS- NEW EMPLOY CONTRB		203-20399	312.55
	INV0004942	PERS- NEW EMPLOY CONTRB		205-20399	251.33
	INV0004942	PERS- NEW EMPLOY CONTRB		210-20399	257.71
	INV0004942	PERS- NEW EMPLOY CONTRB		215-20399	158.11
	INV0004942	PERS- NEW EMPLOY CONTRB		260-20399	263.17
	INV0004942	PERS- NEW EMPLOY CONTRB		285-20399	730.97
DFT0000881	3/16/2020	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		725.48
	INV0004943	EMPLOYEE PORTION		100-20360	663.47
	INV0004943	EMPLOYEE PORTION		200-20360	15.50
	INV0004943	EMPLOYEE PORTION		210-20360	7.75
	INV0004943	EMPLOYEE PORTION		285-20360	38.76
DFT0000882	3/16/2020	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		33.00
	INV0004945	SURVIVORS LIFE INSURANCE		100-20350	24.22
	INV0004945	SURVIVORS LIFE INSURANCE		200-20350	1.51
	INV0004945	SURVIVORS LIFE INSURANCE		203-20350	1.04
	INV0004945	SURVIVORS LIFE INSURANCE		205-20350	0.75
	INV0004945	SURVIVORS LIFE INSURANCE		210-20350	1.04
	INV0004945	SURVIVORS LIFE INSURANCE		215-20350	0.36
	INV0004945	SURVIVORS LIFE INSURANCE		260-20350	1.03
	INV0004945	SURVIVORS LIFE INSURANCE		285-20350	3.05

Expense Approval Report

Payment Dates: 03/01/2020 -

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
DFT0000883	3/16/2020	EMPLOY	EMPLOYMENT DEVELOPMENT DEPT		4,194.26
	INV0004948	STATE INCOME TAX		100-20310	2,927.43
	INV0004948	STATE INCOME TAX		200-20310	174.53
	INV0004948	STATE INCOME TAX		203-20310	161.74
	INV0004948	STATE INCOME TAX		205-20310	141.84
	INV0004948	STATE INCOME TAX		210-20310	122.10
	INV0004948	STATE INCOME TAX		215-20310	96.50
	INV0004948	STATE INCOME TAX		260-20310	156.85
	INV0004948	STATE INCOME TAX		285-20310	413.27
DFT0000884	3/16/2020	IRSPR	IRS PAYROLL TAX DEPOSIT		13,107.14
	INV0004949	FEDERAL WITHHOLDING		100-20300	9,230.17
	INV0004949	FEDERAL WITHHOLDING		200-20300	556.01
	INV0004949	FEDERAL WITHHOLDING		203-20300	463.81
	INV0004949	FEDERAL WITHHOLDING		205-20300	348.55
	INV0004949	FEDERAL WITHHOLDING		210-20300	339.57
	INV0004949	FEDERAL WITHHOLDING		215-20300	235.33
	INV0004949	FEDERAL WITHHOLDING		260-20300	697.69
	INV0004949	FEDERAL WITHHOLDING		285-20300	1,236.01
DFT0000885	3/16/2020	IRSPR	IRS PAYROLL TAX DEPOSIT		4,207.22
	INV0004950	MEDICARE TAX		100-20300	2,841.24
	INV0004950	MEDICARE TAX		200-20300	188.64
	INV0004950	MEDICARE TAX		203-20300	144.12
	INV0004950	MEDICARE TAX		205-20300	107.42
	INV0004950	MEDICARE TAX		210-20300	100.80
	INV0004950	MEDICARE TAX		215-20300	60.74
	INV0004950	MEDICARE TAX		260-20300	323.08
	INV0004950	MEDICARE TAX		285-20300	441.18
Grand Total:					1,520,495.00

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	274,196.70
200 - GAS TAX FUND	133,856.27
202 - RMRA (SB 1)	4,011.57
203 - MEASURE M FUND	13,468.27
205 - MEASURE R FUND	1,913.55
210 - PROP A FUND	3,193.53
215 - PROP C FUND	73,046.39
260 - CDBG PROGRAM FUND	2,950.17
270 - AIR QUALITY IMPROVEMENT FUND	-2,630.08
285 - LIGHTING & LANDSCAPE MAINTENANCE	21,835.75
400 - CAPITAL PROJECTS FUND	238.75
500 - SEWER CONSTRUCTION/MAINTENANCE FUND	964,125.98
550 - EQUIPMENT REPLACEMENT FUND	7,513.00
555 - VEHICLE MAINTENANCE & REPLACEMENT FUND	21,100.15
600 - SPECIAL DEPOSIT FUND	200.00
610 - SUCCESSOR AGENCY FUND	1,475.00
Grand Total:	1,520,495.00

Account Summary

Account Number	Account Name	Payment Amount
100-1100-53111	Contract Services - Private	495.00
100-1100-53972	Conferences & Meetings	27.75
100-1100-53976	Special Departmental	108.55
100-1110-53972	Conferences & Meetings	334.72
100-1110-53976	Special Departmental	351.43
100-1120-53011	Operating Supplies	795.77
100-1120-53411	Printing & Publishing	462.50
100-1120-53412	Municipal Code Publishing	10.96
100-1130-53011	Operating Supplies	77.77
100-1130-53111	Contract Services - Private	6,659.75
100-1130-53965	Financial Service Fees	820.03
100-1130-53972	Conferences & Meetings	1,806.02
100-1135-53406	Recruitment Expenses	934.00
100-1150-53011	Operating Supplies	2,561.71
100-1150-53012	Small Tools & Equipment	388.04
100-1150-53211	Postage & Mailing Services	60.53
100-1150-53711	Utility - Gas	908.06
100-1150-53712	Utility - Electricity	2,588.60
100-1150-53715	Utility - Communications	1,047.32
100-1150-53811	Equipment Maintenance	435.75
100-1150-53813	Facility Maintenance	756.60
100-1150-53911	Equipment Lease/Rental	1,295.60
100-20300	FIT Payable	12,071.41
100-20310	SIT Payable	2,927.43
100-20340	PARS	2,183.39
100-20350	Group Insurance	24.22
100-20360	PERS	7,693.50
100-20380	Union Dues	510.50
100-20399	Other Payroll Deductions	5,767.57
100-2100-53110	Contract Services - LA Sher..	5,566.19
100-2100-53715	Utility - Communications	198.80
100-2110-53012	Small Tools & Equipment	13.16
100-2110-53015	Uniform/Boot Reimburse...	48.98
100-2110-53715	Utility - Communications	266.25
100-2120-53971	Dues & Memberships	2,022.75
100-2130-53011	Operating Supplies	278.86
100-2130-53111	Contract Services - Private	3,902.00

Account Summary

Account Number	Account Name	Payment Amount
100-2130-53112	Contract Services - Public	1,034.13
100-2130-53972	Conferences & Meetings	45.61
100-3100-53012	Small Tools & Equipment	1,183.54
100-3100-53111	Contract Services - Private	86.25
100-3100-53715	Utility - Communications	468.50
100-3100-53976	Special Departmental	864.60
100-3110-53111	Contract Services - Private	2,610.00
100-3110-53120	Engineering Permits	5,586.75
100-3110-53121	Industrial Waste Inspecti...	6,014.28
100-3300-53411	Printing & Publishing	258.50
100-3300-53972	Conferences & Meetings	263.70
100-3300-53976	Special Departmental	80.19
100-3310-53111	Contr Svc - Private - B&S F...	174,247.66
100-3320-53111	Contract Services - Private	54.00
100-3330-53011	Operating Supplies	5.05
100-3330-53012	Small Tools & Equipment	1,238.97
100-3330-53015	Uniform/Boot Reimburse...	660.44
100-3330-53811	Equipment Maintenance	675.97
100-3330-53813	Facility Maintenance	1,122.74
100-3330-53822	Park Maintenance & Repa...	4.13
100-3330-53976	Special Departmental	105.00
100-4100-53011	Operating Supplies	107.93
100-4100-53012	Small Tools & Equipment	253.40
100-4100-53111	Contract Services - Private	3,074.64
100-4100-53411	Printing & Publishing	377.52
100-4100-53711	Utility - Gas	92.99
100-4100-53712	Utility - Electricity	946.08
100-4100-53714	Utility - Water	387.72
100-4100-53811	Equipment Maintenance	250.00
100-4100-53976	Special Departmental	195.34
100-4110-53012	Small Tools & Equipment	113.06
100-4110-53711	Utility - Gas	253.43
100-4110-53714	Utility - Water	387.72
100-4110-53971	Dues & Memberships	145.00
100-4110-53972	Conferences & Meetings	11.10
100-4130-53012	Small Tools & Equipment	1,078.69
100-4130-53711	Utility - Gas	181.99
100-4130-53712	Utility - Electricity	690.61
100-4130-53714	Utility - Water	339.24
100-4130-53715	Utility - Communications	169.87
100-4130-53811	Equipment Maintenance	282.19
100-4130-53813	Facility Maintenance	229.28
100-4130-53814	Landscape Maintenance	168.48
100-4130-53979	Special Events	531.00
100-4140-53979	Special Events	170.76
100-4140-53992	Scholarships	38.54
100-4140-53993	Youth Activities Program	215.10
100-42110	Bldg & Safety Permits	125.54
100-42130	Special Permits	468.00
100-42140	Animal License Fees	-100.00
200-20300	FIT Payable	744.65
200-20310	SIT Payable	174.53
200-20340	PARS	153.59
200-20350	Group Insurance	1.51
200-20360	PERS	481.09
200-20380	Union Dues	58.99
200-20399	Other Payroll Deductions	382.81
200-3120-53012	Small Tools & Equipment	1,054.75

Account Summary

Account Number	Account Name	Payment Amount
200-3120-53016	Graffiti Removal Supplies	159.10
200-3120-53111	Contract Services - Private	1,027.50
200-3120-53713	Utility - Hwy Lights	4,420.35
200-3120-53714	Utility - Water	1,960.80
200-3120-53814	Landscape Maintenance	5,493.74
200-3120-53815	Parkway Tree Maintenan...	2,804.00
200-3120-53817	Street/Sidewalk Mainten...	20,822.63
200-3120-53819	Signal Maintenance	7,180.43
200-3120-53821	Traffic Markings/Signs	654.33
200-5583-59600	Other Services	86,281.47
202-5510-59210	Design Engineering	4,011.57
203-20300	FIT Payable	607.93
203-20310	SIT Payable	161.74
203-20340	PARS	67.43
203-20350	Group Insurance	1.04
203-20360	PERS	395.54
203-20380	Union Dues	5.67
203-20399	Other Payroll Deductions	431.22
203-3120-53111	Contract Services - Private	4,132.94
203-5510-59210	Design Engineering	605.52
203-5586-59210	DESIGN ENGINEERING	7,059.24
205-20300	FIT Payable	455.97
205-20310	SIT Payable	141.84
205-20340	PARS	31.12
205-20350	Group Insurance	0.75
205-20360	PERS	302.68
205-20380	Union Dues	5.67
205-20399	Other Payroll Deductions	370.00
205-5510-59210	Design Engineering	605.52
210-20300	FIT Payable	440.37
210-20310	SIT Payable	122.10
210-20340	PARS	0.87
210-20350	Group Insurance	1.04
210-20360	PERS	365.18
210-20380	Union Dues	44.98
210-20399	Other Payroll Deductions	364.49
210-3130-53816	Bus Shelter Maintenance	31.50
210-3130-53915	Public Transit Subsidy	1,823.00
215-20220	Retention Payable	-16,982.17
215-20300	FIT Payable	296.07
215-20310	SIT Payable	96.50
215-20340	PARS	0.87
215-20350	Group Insurance	0.36
215-20360	PERS	169.04
215-20380	Union Dues	5.67
215-20399	Other Payroll Deductions	256.42
215-5518-59600	Other Services	1,219.20
215-5587-59210	Design Engineering	2,346.39
215-5587-59300	Construction Costs	85,638.04
260-20220	Retention Payable	76.46
260-20300	FIT Payable	1,020.77
260-20310	SIT Payable	156.85
260-20340	PARS	582.99
260-20350	Group Insurance	1.03
260-20360	PERS	374.27
260-20380	Union Dues	38.55
260-20399	Other Payroll Deductions	304.25
260-3320-53977	Grants & Loans - Resident...	395.00

Account Summary

Account Number	Account Name	Payment Amount
270-3100-54484	Vehicle Purchase	-2,630.08
285-20300	FIT Payable	1,677.19
285-20310	SIT Payable	413.27
285-20340	PARS	403.22
285-20350	Group Insurance	3.05
285-20360	PERS	1,104.63
285-20380	Union Dues	99.95
285-20399	Other Payroll Deductions	822.94
285-3330-53111	Contract Services - Private	7,288.22
285-3330-53711	Utility - Gas	36.36
285-3330-53712	Utility - Electricity	352.22
285-3330-53715	Utility - Communications	78.84
285-3330-53813	Facility Maintenance	5,527.30
285-3330-53814	Landscape Maintenance	3,133.52
285-3330-53822	Park Maintenance & Repa...	895.04
400-5576-59600	Other Services	238.75
500-20220	Retention Payable	-36,588.09
500-3210-53111	Contract Services - Private	810.00
500-5580-59300	Construction Costs	344,225.60
500-5595-59210	Design Engineering	7,496.00
500-5595-59300	Construction Costs	648,182.47
550-6100-53017	Software & Licensing	7,513.00
555-3150-53014	Fuel	1,194.40
555-3150-53812	Vehicle Maintenance	4,727.49
555-3150-53912	Vehicle Lease/Rental	2,883.45
555-3150-54484	Vehicle Purchase	12,294.81
600-20230	Refundable Special Deposi..	200.00
610-5100-53111	Contract Services - Private	1,475.00
Grand Total:		1,520,495.00

Project Account Summary

Project Account Key	Payment Amount
None	1,516,434.28
30120E	395.00
30220E	54.00
31919E	76.46
50920E	450.00
51320E	81.00
62020E	170.76
69420E	2,618.40
74120E	215.10
Grand Total:	1,520,495.00



City of La Puente **AGENDA REPORT**

To: Mayor and City Council

For meeting of: March 26, 2020

From: Bob Lindsey, City Manager

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

SUBJECT: PRESENTATION OF FEBRUARY 2020 INVESTMENT REPORT

BACKGROUND

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

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

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

DISCUSSION

The Investment Report for the City as of February 29, 2020 is attached for your review.

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

Action	Instrument	Settlement Date	Interest Rate	Maturity Date	Face Value
Purchase	Government Obligation – Federal Home Loan Mortgage Corp.	02/11/2020	1.70%	02/10/2025	\$250,000.00
Purchase	Government Obligation – Federal Farm Credit Bank	02/20/2020	1.80%	05/20/2024	\$250,000.00
Purchase	Certificate of Deposit – Citadel Federal Credit Union	02/27/2020	1.65%	02/27/2025	\$248,000.00
Purchase	Certificate of Deposit – Luana Savings Bank	02/28/2020	1.55%	02/28/2025	\$248,000.00
Sale	Government Obligation – Federal Home Loan Bank	02/11/2020	2.125%	02/11/2020	\$250,000.00
Sale	Certificate of Deposit – JP Morgan Chase	02/27/2020	2.10%	11/30/2021	\$248,000.00

FISCAL IMPACT

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

SUMMARY

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

RECOMMENDATION

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

ATTACHMENTS

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

Cash and Investment Report
February 29, 2020

Investment Type	Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Market Valuation
Local Agency Investment Fund	State of California			1.912%	\$ 9,136,579	\$ 9,136,579	\$ 9,152,753	LAIF
Government Obligations								
U.S. Agency Security	FFCB	07/16/18	10/16/20	2.625%	250,000	250,000	252,360	Stifel
U.S. Agency Security	FFCB	07/14/16	07/14/21	1.480%	250,000	250,000	250,005	Stifel
U.S. Agency Security	FFCB	01/16/19	01/26/21	3.000%	250,000	253,437	254,312	Multi-Bank
U.S. Agency Security	FFCB	09/20/19	08/28/23	1.920%	250,000	249,833	250,875	Stifel
U.S. Agency Security	FFCB	06/07/19	06/13/24	1.950%	250,000	249,712	260,010	Stifel
U.S. Agency Security	FFCB	12/18/19	12/27/22	1.830%	250,000	250,000	250,113	Stifel
U.S. Agency Security	FFCB	12/18/19	06/03/24	1.940%	250,000	250,216	250,008	Stifel
U.S. Agency Security	FFCB	06/12/19	06/21/24	2.220%	250,000	250,000	252,883	Stifel
U.S. Agency Security	FFCB	10/10/19	10/15/24	1.920%	250,000	249,915	250,911	Stifel
U.S. Agency Security	FFCB	02/18/20	05/20/24	1.800%	250,000	250,000	250,075	Stifel
U.S. Agency Security	FFCB	07/11/19	07/08/24	2.230%	250,000	250,074	250,780	Stifel
U.S. Agency Security	FHLB	04/26/16	10/26/20	1.550%	250,000	250,000	250,008	Stifel
U.S. Agency Security	FHLB	02/26/16	02/26/21	1.690%	30,000	30,000	30,000	Stifel
U.S. Agency Security	FHLB	04/13/16	04/13/21	1.480%	250,000	249,125	249,770	Stifel
U.S. Agency Security	FHLB	09/30/16	09/30/21	1.625%	250,000	250,000	250,115	Stifel
U.S. Agency Security	FHLB-SU	10/28/16	10/28/21	1.000%	250,000	249,750	250,118	Stifel
U.S. Agency Security	FHLMC	07/27/16	07/27/21	1.450%	250,000	249,750	250,085	Stifel
U.S. Agency Security	FHLMC	11/04/19	11/12/24	1.750%	250,000	249,625	251,133	Stifel
U.S. Agency Security	FHLMC	11/14/19	05/10/24	1.750%	250,000	250,061	251,983	Stifel
U.S. Agency Security	FHLMC	08/12/16	08/12/21	1.125%	250,000	246,250	250,565	Stifel
U.S. Agency Security	FHLMC	01/29/20	01/29/25	1.875%	250,000	250,000	251,155	Multi-Bank
U.S. Agency Security	FHLMC	02/11/20	02/10/25	1.700%	250,000	249,774	250,505	Stifel
U.S. Agency Security	FHLMC	01/21/20	01/17/25	1.750%	250,000	249,473	250,438	Stifel
U.S. Agency Security	FNMA	10/25/19	08/15/23	1.800%	250,000	250,738	250,305	Stifel
U.S. Agency Security	FNMA	05/25/16	05/25/21	1.500%	250,000	249,671	250,240	Stifel
U.S. Agency Security	FNMA	06/16/16	06/16/21	1.500%	250,000	248,750	250,018	Stifel
U.S. Agency Security	FNMA	07/27/16	07/27/21	1.250%	500,000	499,000	500,180	Stifel
U.S. Agency Security	FNMA	10/07/16	10/07/21	1.500%	250,000	249,000	250,103	Stifel
Total Government Securities					7,030,000	7,024,153	7,059,048	
Municipal Bonds***				various	250,000	247,578	262,130	Stifel
Negotiable Certificates of Deposit ***				various	7,679,000	7,679,221	7,783,897	Stifel
Corporate Bonds***				various	2,250,000	2,226,756	2,284,098	Stifel
Total Investments					\$ 26,345,579	\$ 26,314,286	\$ 26,541,926	
Deposits						601,811	*	
Miscellaneous Cash						2,200	**	
Total Cash and Deposits						604,011		
Total Investments, Cash and Deposits						\$ 26,918,296		

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

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

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

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

Troy O. Grunklee, CPA
Dir. Of Aministrative Services

Alex Merkel Medina
Principal Accountant

CITY OF LA PUENTE**Negotiable Certificates of Deposit****Cash and Investment Report****February 29, 2020**

Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Market Valuation
Ally Bank	10/26/17	10/26/20	2.00%	248,000	248,000	248,866	Stifel
BMW Bank	2/26/16	2/26/21	1.70%	248,000	248,000	249,230	Stifel
Pinnacle Bank	9/22/17	3/22/21	1.95%	245,000	245,000	246,294	Stifel
Bank Hapoalim	4/6/16	4/6/21	1.60%	248,000	248,000	248,404	Stifel
Synchrony Bank	4/15/16	4/15/21	1.50%	248,000	248,000	248,831	Stifel
Wells Fargo Bank	6/17/16	6/17/21	1.75%	248,000	248,000	248,479	Stifel
Mercantil Commerce Bank	6/24/16	6/24/21	1.65%	248,000	248,000	248,484	Stifel
Keesler Federal Credit Union	2/28/19	8/30/21	3.05%	249,000	249,000	254,919	Stifel
Discover Bank	12/14/16	12/14/21	2.10%	248,000	248,000	250,847	Stifel
State Bank of India, NY	1/26/17	1/26/22	2.35%	248,000	248,000	252,196	Stifel
Mountain America FCU	4/23/19	3/27/23	3.00%	249,000	249,205	259,906	Stifel
Sallie Mae Bank	3/22/17	3/22/22	2.35%	247,000	247,000	251,476	Stifel
Medallion Bank	4/4/17	4/4/22	2.25%	248,000	248,000	252,052	Stifel
American Express Centurion Bank	4/5/17	4/5/22	2.45%	247,000	247,000	251,278	Stifel
Goldman Sachs Bank	4/12/17	4/12/22	2.40%	247,000	247,000	250,376	Stifel
Capital One Bank USA NA	4/19/17	4/19/22	2.40%	247,000	247,000	251,863	Stifel
EverBank	4/28/17	4/28/22	2.15%	248,000	248,000	251,611	Stifel
American Express Bank FSB	5/3/17	5/3/22	2.35%	247,000	247,000	250,868	Stifel
Capital One Bank NA McLean VA	5/10/17	5/10/22	2.30%	247,000	247,000	251,434	Stifel
Comenity Bank	5/31/17	5/31/22	2.35%	248,000	248,000	252,819	Stifel
First Bank of Highland	6/21/17	6/21/22	2.10%	247,000	247,000	250,488	Stifel
Morgan Stanley Bank NA	6/6/19	6/6/24	2.70%	246,000	246,000	257,095	Stifel
Morgan Stanley Private Bank	4/23/19	4/25/24	2.75%	246,000	246,000	257,397	Stifel
BMO Harris Bank	1/6/20	1/30/24	2.00%	248,000	248,000	248,531	Stifel
Merrick Bank	7/31/19	7/31/24	2.20%	249,000	249,000	255,190	Stifel
Citadel Federal Credit Union	2/26/20	2/27/25	1.65%	248,000	248,000	247,789	Stifel
Axos Bank	2/27/20	3/26/25	1.65%	249,000	249,000	249,179	Stifel
Evansville Teachers Fed. Credit Union	8/27/19	8/29/22	2.10%	249,000	249,000	252,698	Stifel
First Bank of DeQueen	8/21/19	8/30/24	1.80%	249,000	249,000	250,900	Multi-Bank
Luana Savings Bank	2/28/20	2/28/25	1.55%	248,000	248,000	246,601	Multi-Bank
EnerBank	7/23/19	7/22/24	2.35%	247,000	247,016	247,798	Multi-Bank
Total for Negotiable Certificates of Deposit				<u>\$ 7,679,000</u>	<u>\$ 7,679,221</u>	<u>\$ 7,783,897</u>	

CITY OF LA PUENTE

Corporate Bonds
Cash and Investment Report
February 29, 2020

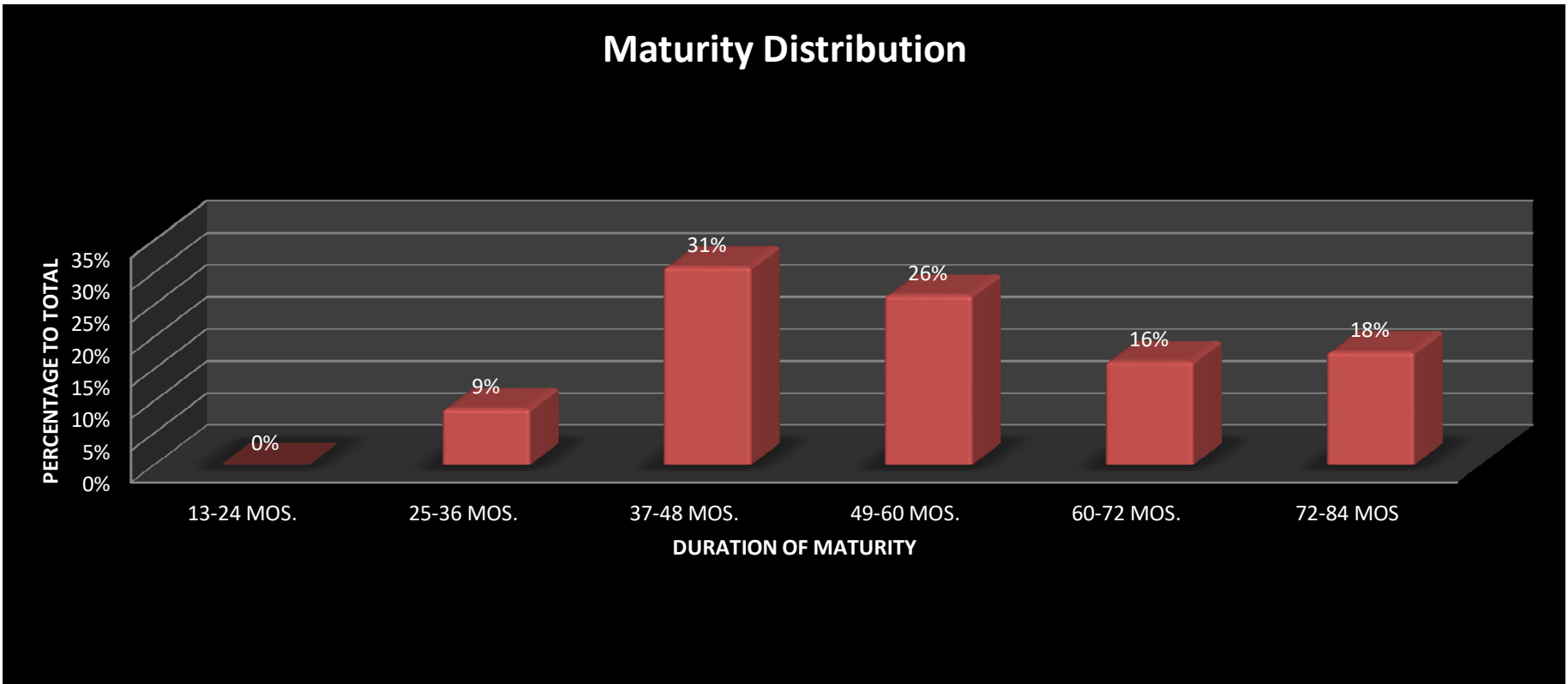
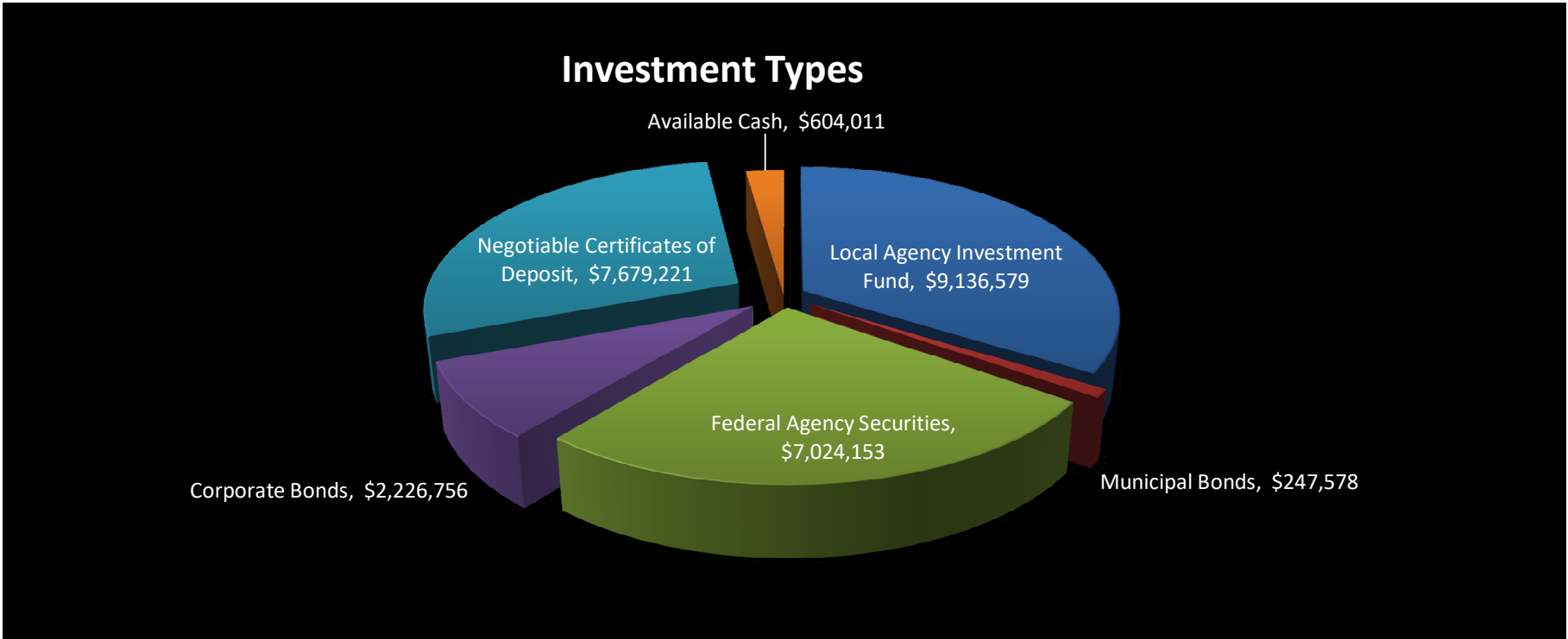
Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Market Valuation
Apple Inc	10/27/17	2/9/22	2.15%	250,000	250,000	254,668	Stifel
Toyota Motor Credit	2/28/19	10/18/23	2.25%	250,000	243,956	256,783	Stifel
Proctor and Gamble	1/9/18	11/3/21	1.70%	250,000	244,875	252,865	Stifel
Toyota Motor Credit	2/2/18	3/12/20	2.15%	250,000	249,375	250,030	Stifel
Bank of New York Mellon	8/16/18	8/16/23	2.20%	250,000	237,232	256,180	Stifel
JP Morgan Chase	4/3/19	5/18/23	2.70%	250,000	251,094	259,313	Stifel
Coca Cola	10/10/19	9/6/24	1.75%	250,000	250,224	253,995	Stifel
Bank of America	5/28/19	5/30/24	3.00%	<u>500,000</u>	<u>500,000</u>	<u>500,265</u>	Stifel
Total for Negotiable Corporate Bonds				<u>\$ 2,250,000</u>	<u>\$ 2,226,756</u>	<u>\$ 2,284,098</u>	

CITY OF LA PUENTE

Municipal Bonds
Cash and Investment Report
February 29, 2020

Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Market Valuation
Los Angeles Airport Revenue Bonds	7/16/18	5/15/23	2.79%	<u>250,000</u>	<u>247,578</u>	<u>\$ 262,130</u>	Stifel
Total for Municipal Bonds				<u>\$ 250,000</u>	<u>\$ 247,578</u>	<u>\$ 262,130</u>	

Cash and Investment Report Charts
February 29, 2020





City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: March 26, 2020

Via: Bob Lindsey, City Manager

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

SUBJECT: PRESENTATION OF FEBRUARY 2020 REQUISITION SUMMARY REPORT

BACKGROUND

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

DISCUSSION

City staff initiated two (2) requisitions during the month totaling \$21,560.00. See Attachment "A" to this report.

RECOMMENDATION

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

ATTACHMENTS

Attachment "A": Requisition Summary Report for February 2020

City of La Puente
Requisition Summary Report
For the period of 02/01/2020-02/29/2020

<u>Requisition Number</u>	<u>Date Requested</u>	<u>Date Approved</u>	<u>Status</u>	<u>Department</u>
REQ000414	2/4/2020	2/4/2020	Approved	Development Services

Vendor: AWU Government Services
Description: Park Center and West Bathrooms - Assessment of facilities study report

Total Obligation \$ 11,760.00
Total Paid \$ -

Submitted By: Gisela Rubio
Approved By: City Manager
Funding Source: General Fund (100)

<u>Requisition Number</u>	<u>Date Requested</u>	<u>Date Approved</u>	<u>Status</u>	<u>Department</u>
REQ000415	2/25/2020	2/25/2020	Approved	Development Services

Vendor: ORS Construction
Description: Housing Rehab - 17048 Inyo Street

Total Obligation \$9,800.00
Tota Paid \$ -

Submitted By: Gisela Rubio
Approved By: City Manager
Funding Source: CDBG Fund (260)



City of La Puente **AGENDA REPORT**

To: Mayor and City Council For meeting of: March 26, 2020

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director

SUBJECT: CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO SPORTS FIELD SERVICES FOR LA PUENTE PARK ATHLETIC FIELD RENOVATION IN THE AMOUNT OF \$170,706.00

BACKGROUND

At the City Council meeting of August 27, 2019, the Council approved Resolution No. 19-5515 approving the application for Grant Funds with the California Natural Resources Agency for the proposed La Puente Park renovations, as part of the implementation of the Park Master Plan (“PMP”). With the support of Assembly Majority Leader Ian Calderon, the State Legislature and Governor recently approved an additional grant of \$1.2 million for the City to begin the implementation of the PMP.

At the City Council meeting of January 28, 2020, the Council awarded award a construction contract to Leonida Builders, Inc. for sewer and park improvements on the west side of La Puente Park. The project is currently underway and includes upsizing the existing sewer line pipe that serves the facilities in the park, construction of an additional sewer line in the middle of the park to tie into the sewer main line pipe in Temple Avenue, connecting the two parking lots along Hacienda Boulevard and the reconfiguration of the existing parking layout to provide for additional parking spots. The project also includes new hardscape and landscape treatments above the new sewer line as well as the area abutting the existing parking lots on Hacienda Boulevard, electrical improvements, drainage improvements and new athletic field lighting.

DISCUSSION

On March 2, 2020, the City issued a notice inviting informal bids for La Puente Park Athletic Field Renovation project. This project will be implemented in two phases by immediately beginning with the existing softball fields and football field and then moving to the baseball fields. Work in Phase 1 will include striping and separating the existing dead turf, ripping and rototilling the soil, adding soil amendments and relocating the existing Fortunato softball field to its new location in the southwest corner of the park. Phase II will include the same process of removing and separating the turf, rototilling and adding in amendments. This phase would begin following the conclusion of the La Puente Little League season.

The bid opening was conducted on March 13, 2020. The City received one (1) bid for the project.

The results of the bid opening are as follows:

Sports Field Services	\$170,706.00
-----------------------	--------------

After the process of verifying the contractor's bid submittal, references were contacted for Sports Field Services. References confirmed that the contractor's prior work was completed satisfactorily and Sports Field Services has been determined to be the lowest responsible bidder for the project.

Based upon the scope of work for the project, Phase 1 should take approximately fifty (50) working days to complete with Phase 2 taking approximately forty (40) working days. The timeline is to have Phase 1 completed by the end of May to then move forward with installing the new grass sod to be completed under a separate contract.

FISCAL IMPACT

The bid schedule for construction of this project totals \$170,706.00. With a 10 percent (10%) project contingency of \$17,070.60, the total construction project budget is \$187,776.60. Funding for this project is available from the Grants Fund through the California Natural Resources Agency.

RECOMMENDATION

It is recommended that the City Council: (1) award the contract to Sports Field Services in the amount of \$170,706.00; and (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount.

ATTACHMENTS

Attachment "A": Agreement

CITY OF LA PUENTE
CONTRACT AGREEMENT
FOR
LA PUENTE PARK ATHLETIC FIELD RENOVATION
IN THE CITY OF LA PUENTE

This contract agreement is made and entered into for the above-stated project this 26th day of March, 2020, by and between the City of La Puente, as AGENCY and CSA Holdings, Inc., dba Sports Field Services, as Contractor.

WITNESSETH that AGENCY and Contractor have mutually agreed as follows:

ARTICLE I

The Contract Documents for the aforesaid project shall consist of the Notice Inviting Sealed Bids, Instructions to Bidders, Proposal, General Specifications, Standard Specifications, Special Provisions, Plans, and all referenced specifications, details, standard drawings, and appendices; together with this contract agreement and all required bonds, insurance certificates, permits, notices, and affidavits and also including any and all addenda or supplemental agreements clarifying, amending, or extending the work contemplated as may be required to ensure its completion in an acceptable manner. All of the provisions of said Contract Documents are made a part hereof as though fully set forth herein.

ARTICLE II

For and in consideration of the payments and agreements to be made and performed by AGENCY, Contractor agrees to furnish all materials and perform all work required for the above-stated project and to fulfill all other obligations as set forth in the aforesaid contract documents.

ARTICLE III

Contractor agrees to receive and accept the prices set forth in the Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the aforesaid contract documents and also including those arising from actions of the elements, unforeseen difficulties, or obstructions encountered in the prosecution of the work and also including those arising from actions of the elements, unforeseen difficulties, or obstructions encountered in the prosecution of the work, suspension, or discontinuance of the work and all other unknowns or risks of any description connected with the work.

ARTICLE IV

AGENCY hereby promises and agrees to employ and does hereby employ, Contractor to provide the materials, do the work and fulfill the obligations according to the terms and conditions herein contained and referred to, for the prices aforesaid and hereby contracts to pay the same at the time, in the manner and upon the conditions set forth in the contract documents.

ARTICLE V

Contractor acknowledges the provisions of the State Labor Code requiring every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code and certifies compliance with such provisions. Contractor further acknowledges the provisions of the State Labor Code requiring every employer to pay at least the minimum prevailing rate of per diem wages for each craft classification or type of workman needed to execute this contract as determined by the Director of Labor Relations of the State of California.

ARTICLE VI

Contractor agrees to indemnify and hold harmless AGENCY and all of its officers and agents from any claims, demands, or causes of action including related expenses, attorney's fees, and costs based on, arising out of, or in any way related to the work undertaken by Contractor hereunder. In the event the insurance coverage is on a claims made basis the Contractor shall indemnify and hold harmless the AGENCY and all of its officers and agents from any and all claims, demands, or causes of action that arise after the expiration of the Contractor's current policy or after the service contract has ended, for any occurrences arising out of or any way related to the work undertaken by the Contractor. The liability insurance coverage values shall be:

<u>Insurance Coverage Requirements</u>	<u>Limit Requirements</u>
Comprehensive General Liability	\$1,000,000
Product/Completion Operations	\$1,000,000
Contractual General Liability	\$1,000,000
Comprehensive Automobile Liability	\$1,000,000

A combined single-limit policy with aggregate limits in the amount of \$2,000,000 will be considered equivalent to the required minimum limits. The issuer shall be an "admitted surety insurer" duly authorized to transact business under the laws of the State of California.

Acceptable insurance coverage shall be placed with carriers admitted to write insurance in California with a rating of A:VIII by A.M. Best & Co. Any deviation from this rule shall require specific approval in writing from the AGENCY.

Insurance shall name the City of La Puente, its officers, agents, and employees as additional insured by endorsement of the Contractor's policy. A copy of the endorsement, showing policy limits, shall be provided to the AGENCY on or before signing this contract.

ARTICLE VII

Contractor affirms that the signatures, titles, and seals set forth hereinafter the execution of this contract agreement represent all individuals, firm members, partners, joint venturers, and/or corporate officers having a principal interest herein.

ARTICLE VIII

BLANK

ARTICLE IX

Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the contract and such other records as may be deemed necessary by the AGENCY to assure proper accounting for all project funds, both federal and non-federal shares. These records will be made available for audit purposes to the AGENCY or any authorized representative and will be retained for 5 years after the expiration of this Contract unless permission to destroy them is granted by the AGENCY.

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this contract agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 20____.

Contractor: _____
(Signature)

Name and Title (Printed) _____

Contractor's License No. _____

Agency Business License No. _____

Federal Tax Identification No. _____

Note: Contractor signature must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.

AGENCY: _____
City Manager of the City of La Puente

Attested: _____
City Clerk of the City of La Puente

Date _____

Approved
as to form: _____
City Attorney of the City of La Puente

Date _____

FAITHFUL PERFORMANCE BOND
FOR
LA PUENTE PARK ATHLETIC FIELD RENOVATION
IN THE CITY OF LA PUENTE

KNOW ALL MEN BY THESE PRESENTS that CSA Holdings, Inc., dba Sports Field Services, as CONTRACTOR and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of La Puente, as AGENCY, in the penal sum of One Hundred Thirty Six Thousand Four and 00/100 (\$136,004.00), which is 100 percent of the total contract amount for the above-stated project, for the payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above-stated project, if CONTRACTOR faithfully performs and fulfills all obligations under the contract documents in the manner and time specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect in favor of AGENCY; provided that any alterations in the obligations or time for completion made pursuant to the terms of the Contract Documents shall not in any way release either CONTRACTOR or SURETY, and notice of such alterations is hereby waived by SURETY.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Bidder and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

BIDDER: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title _____

SURETY: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title: _____

Note: This bond must be executed in duplicate and dated, all signatures must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.

MATERIAL AND LABOR BOND
FOR
LA PUENTE PARK ATHLETIC FIELD RENOVATION
IN THE CITY OF LA PUENTE

KNOW ALL MEN BY THESE PRESENTS that CSA Holdings, Inc., dba Sports Field Services, as CONTRACTOR, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of La Puente, as AGENCY, in the penal sum of One Hundred Thirty Six Thousand Four and 00/100 (\$136,004.00), which is 100 percent of the total contract amount for the above-stated project, for payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, whereas CONTRACTOR has been awarded and is about to enter into the annexed Contract Agreement with AGENCY for the above-stated project, if CONTRACTOR or any subcontractor fails to pay for any labor or material of any kind used in the performance of the work to be done under said contract, or fails to submit amounts due under the State Unemployment Insurance Act with respect to said labor, SURETY will pay for the same in an amount not exceeding the sum set forth above, which amount shall inure to the benefit of all persons entitled to file claims under the State Code of Civil Procedures; provided that any alterations in the work to be done, materials to be furnished, or time for completion made pursuant to the terms of the contract documents shall not in any way release either CONTRACTOR or SURETY, and notice of said alterations is hereby waived by SURETY.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Bidder and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: _____

BIDDER: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title _____

SURETY: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title: _____

Note: This bond must be executed in duplicate and dated, all signatures must be acknowledged before a Notary Public, and evidence of the authority of any person signing as attorney-in-fact must be attached.



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: March 26, 2020

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: CONSIDERATION OF APPROVAL OF A PURCHASE ORDER CONTRACT WITH TURFSTAR WESTERN FOR THE PURCHASE MOWING AND MAINTENANCE EQUIPMENT IN AN AMOUNT NOT TO EXCEED \$307,985.92 AND A LEASE AGREEMENT FOR ADDITIONAL MOWING AND MAINTENANCE EQUIPMENT TO BE USED EXCLUSIVELY AT LA PUENTE PARK IN AN ANNUAL AMOUNT OF \$18,145.00

BACKGROUND

On February 12, 2019, the City Council approved the recommendation made by the La Puente Park Master Plan Youth Programming Ad Hoc Committee to adopt the La Puente Park Master Plan. As part of the park improvements, new grass is being installed on throughout the entire park beginning with the west end with the athletic field. The current mowing and maintenance equipment will not be appropriate for use on the new turf. The new turf that is being installed needs to be cut using a reel mower. Reel mowing practices provide a dense, fast playing surface that produces a turf that is both wear-tolerant and resilient.

DISCUSSION

City Staff is recommending the purchase of the Toro mowing and maintenance equipment noted in quote no: 3300761-00 (Attachment A) to be purchased from Turfstar Western. This equipment will be used to maintain the newly installed turf throughout the La Puente Park.

The equipment will be awarded through a competitively bid contract (Master Contract #2017025) by OMNIA Partners. OMNIA Partners is a public agency service cooperative that serves over 50,000 members. Through national solicitations, they provide the opportunity for members to purchase through nationally leveraged, competitively bid contracts. OMNIA Partners contracts offer a multitude of products, equipment, and services to government agencies and non-profit entities. The City of La Puente is a member of OMNIA Partners. Section 2.20.090 (e) of the La Puente Municipal Code authorizes the City to participate in cooperative purchasing plans or programs such as OMNIA Partners.

Along with the purchase of the mowing and maintenance equipment, City staff is recommending entering into a fair market value (FMV) lease contract with TCF National Bank for two Reelmaster 3100-Ds. The FMV lease would be for 48 months and would offer the City the ability to continually

have newer mowing equipment without worrying about the maintenance costs associated with using older equipment.

FISCAL IMPACT

The total purchase price for the mowing and maintenance equipment including tax and delivery is \$307,985.92 and will be paid for using General Fund funds that were appropriated for this equipment and the special meeting on March 10, 2020. The monthly lease cost for the mowers will be approximately \$1,512.00 per month (\$18,145.00 annually) and will be paid for using Lighting and Landscape Funds. The equipment is not expected to be received until fiscal year 2020-2021 so the monthly lease costs will be included in that year's operating budget.

RECOMMENDATION

It is recommended that the City Council: (1) approve the purchase order contract with Turfstar Western for the purchase mowing and maintenance equipment to be used exclusively at La Puente Park; (2) enter into a 48-month FMV lease contract with TCF National Bank for two mowers; and (3) authorize the City Manager to execute, on behalf of the City, all documents necessary to effectuate this action.

ATTACHMENTS

Attachment "A":	Turfstar Western Quote No. 3300761-00
Attachment "B":	Turfstar Western Quote No. 3300760-00
Attachment "C":	TCF National Bank Master Equipment Lease Purchase Agreement



Quotation for City of LA Puente

Date: March 6, 2020

Quote No:3300760-00

Prepared For: Bob Lindsey

City of LA Puente
15900 East Main Street
La Puente, CA 91744

Quote No: 3300760-00

iQuote No: 42714

Sales Rick Danielson

Person: rick.danielson@turfstar.com
(714) 475-8967

National IPA Pricing: Contract 120535, IPA Membership required.

TCF Finance - FMV 48 Month Lease @ 900 hours per yr

Equipment Summary with Payment Comparison

Configuration Name	Qty	Unit Price	Terms Opt 1	Finance Option 1	Mo. Pmt. Option 1	Terms Opt 2	Finance Option 2	Mo. Pmt. Option 2
010-Reelmaster 3100-D	2	\$35,851.39	48-FMV	\$71,702.78	\$1,374.55	-	\$79,052.32	\$0.00
Totals:				\$71,702.78	\$1,374.55		\$79,052.32	\$0.00



Quotation for City of LA Puente

Date: March 6, 2020

Quote No:3300760-00

Lease Comparison Configuration Details 010-Reelmaster 3100-D

Model	Product Description	Qty	Unit Price	Sales Tax	Terms Opt 1	Finance Option 1	Mo. Pmt. Option 1	Terms Opt 2	Finance Option 2	Mo. Pmt. Option 2
03170	Reelmaster 3100-D	2	\$20,180.29	\$4,136.95	48-FMV	\$40,360.58	\$773.71	-	\$44,497.53	\$0.00
03189	RM3100 27in-8 Blade (RR) ES DPA CU	6	\$3,406.39	\$2,094.93	48-FMV	\$20,438.34	\$391.80	-	\$22,533.27	\$0.00
03172	27" Lift Arm Kit-RM3100	2	\$ 980.63	\$201.03	48-FMV	\$1,961.26	\$37.60	-	\$2,162.29	\$0.00
119-0635	DPA ROLLER TIPPER KIT (R M3100)	2	\$ 53.14	\$10.90	48-FMV	\$106.28	\$2.04	-	\$117.18	\$0.00
3230-30	SCREW-CARR	24	\$ 5.94	\$14.62	48-FMV	\$142.56	\$2.73	-	\$157.18	\$0.00
119-0626	SHIM-ROLLER	24	\$ 1.72	\$4.23	48-FMV	\$41.28	\$0.79	-	\$45.51	\$0.00
114-9368	REAR ROLLER SCRAPER KIT (27IN)	6	\$ 116.39	\$71.58	48-FMV	\$698.34	\$13.39	-	\$769.92	\$0.00
03185	27in DPA Basket Kit RM3100	2	\$1,605.45	\$329.12	48-FMV	\$3,210.90	\$61.55	-	\$3,540.02	\$0.00
03244	RM3100 End Weight Kit (Set of 3)	2	\$ 197.85	\$40.56	48-FMV	\$395.70	\$7.59	-	\$436.26	\$0.00
30669	Universal Sunshade White	2	\$ 587.28	\$120.40	48-FMV	\$1,174.56	\$22.52	-	\$1,294.96	\$0.00
136-3315	KIT-WHEEL WEIGHT, GM3500 /RM3100	2	\$ 652.10	\$133.67	48-FMV	\$1,304.20	\$25.00	-	\$1,437.87	\$0.00
30629	Premium Seat-GM3500 RM3100	2	\$ 584.15	\$119.75	48-FMV	\$1,168.30	\$22.40	-	\$1,288.05	\$0.00
133-1308	COVER SEAT,HI-BACK	2	\$ 56.30	\$11.53	48-FMV	\$112.60	\$2.16	-	\$124.13	\$0.00
31696	LED Light Kit GM3500/RM3100	2	\$ 218.18	\$44.73	48-FMV	\$436.36	\$8.37	-	\$481.09	\$0.00
108-6715	GAUGE BAR ASM	2	\$ 75.76	\$15.54	48-FMV	\$151.52	\$2.90	-	\$167.06	\$0.00
Totals:						\$71,702.78	\$1,374.55		\$79,052.32	\$0.00



Date: March 6, 2020

Quotation for City of LA Puente

Quote No:3300760-00

Lease Terms and Conditions

Documentation fee of \$250 applies and is only charged ONE time. First monthly payment is due in advance. All rates and terms are subject to Finance Company approval. Rates and payments are subject to change.

End of Lease Options:

CSC Conditional Sales Contract

Purchase equipment for \$1 at end of contract

FMV Fair Market Value

Quoted Monthly payments do not reflect state and local sales tax. Monthly Payments are subject to current state and local taxes.

You may return equipment, extend the lease, or purchase the equipment at fair market value. Standard return conditions apply, hourly excess usage charge and condition rider charges apply.

Standard Terms and Conditions

Prices, including all finance options, are valid for 30 days from date of quotation. Open Account Terms are N30, subject to credit approval. Used and demo equipment is in high demand and availability is subject to change. Delivery is FOB Destination, unless otherwise stated

Office Locations

Northern California:

5646 W Barstow Ave Ste 104
Fresno, CA 93722
Fax: (559) 277-7123

2438 Radley Court
Hayward, CA 94545
Fax: (510) 785-3576

11373 Sunrise Gold Circle
Rancho Cordova, CA 95742
Fax: (800) 241-1997

Southern California:

79-253 Country Club Drive
Bermuda Dunes, CA 92203
Fax: (760) 345-4297

955 Beacon Street
Brea, CA 92821
Fax: (800) 775-8873

2110 La Mirada Ste 100
Vista, CA 92083
Fax: (760) 734-4285

Pacific Northwest:

11175 SW Elligsen Way
Sherwood, OR 97140
Ph: (503) 691-0250

20224 80th Ave South
Kent, WA 98032
Fax: (253) 872-6942

2824 East Garland
Spokane, WA 99207
Fax: (509) 483-7563



WARNING:

Cancer and Reproductive Harm-<http://www.P65Warnings.ca.gov>
For more information, please visit <http://www.ttcoCAProp65.com>

CALIFORNIA SPARK ARRESTER WARNING

Operation of this equipment in the State of California may create sparks that can start fires around dry vegetation. A spark arrestor may be required. The operator should contact local fire agencies for laws or regulations relating to fire prevention requirements.

The Toro logo is a red rounded rectangle with the word "TORO" in white, bold, sans-serif capital letters.

Reelmaster® 3100-D

SMALL AREA REEL MOWER

F E A T U R E S

- *Kubota® 21.5 hp (16 kW) diesel engine*
- *Exclusive Sidewinder® cutting system*
- *72" (183 cm) or 85" (216 cm) width of cut*
- *Series/Parallel™ 3WD*

A must for any course.

When you need a reel trim mower whose cutting quality and versatility is second to none, the Toro® Reelmaster® 3100-D is the clear choice. It's the only reel mower with Sidewinder® technology that slides the cutting units side-to-side, on the fly, to reach turf that other mowers can't. It's perfect for mowing around greens and bunkers where precision control is a must. Add the legendary Toro cutting units and triplex configuration, and the 3100-D is the best reel trim mower on the market.



EdgeSeries™ Reels

©2018 The Toro Company. All rights reserved. Rev. 1/18

Call your Toro distributor at 800-803-8676

Reelmaster® 3100-D Specifications

	REELMASTER 3100-D, MODEL 03170	REELMASTER 3100-D, MODEL 03171 w/SIDEWINDER®
ENGINE	Kubota® liquid-cooled diesel, 3-cylinder, 21.5 hp (16 kW) net @ 2500 RPM. High idle: 2,600 rpm, Low idle: 1,400 rpm (+/- 50 rpm). 68.5 cu. in. (1123 cm) displacement. Pressurized lubrication system with 3.5 U.S. qt. (3.3 liter) capacity. Heavy-duty, radial seal air cleaner. Fuel/water separator with visible bowl.	
CONFIGURATION	Rear mounted engine, front operator position. Rear mounted radiator. Two post ROPS and seat belt standard.	
FUEL CAPACITY	7.5 gallons (28 liters). Biodiesel-Ready for use up to B-20 (20% biodiesel and 80% petroleum blend).	
TRACTION DRIVE	Series/Parallel hydraulic traction circuit provides continuous 3-wheel drive, in mow and transport. Hydrostatic traction drive provides infinitely variable speed in forward and reverse. 6 gallon (23 liter) hydraulic system capacity.	
GROUND SPEED	Mow: 0-6 mph (0-10 km/h); Transport: 0-9 mph (0-14 km/h). Reverse: 0-4 mph. (0-6 km/h).	
CONTROLS	Forward and reverse traction control pedals, mow/transport lever, hand activated park brake, ignition key switch, tilt steering wheel lock, PTO switch, throttle, joystick control for cutting unit raise and lower (and for moving cutting units side-to-side on Sidewinder equipped models), cutting unit transport lock, reel speed and backlap control knob.	
GAUGES	Hour meter, fuel gauge, cluster gauge with glow plug and charge indicator lights, and low engine oil pressure and high coolant temperature warning lights (high temperature safety shut off).	
ELECTRICAL & INTERLOCKS	12-volt, 585 cold cranking amps at 0° F (-18° C), 40 amps with regulator/rectifier. Traction pedal, operator presence in seat, PTO engage or disengage, and cutting unit mow or transport safety interlock switches.	
TIRES	Front: 20 x 12-10, 4-ply Turf Tread. Rear: 20 x 10-10, 4-ply Turf Tread	
FRAME	Formed steel, welded steel and steel tubing.	
BRAKES	Hydrostatic service brake, hand-operated parking brake.	
STEERING	Power steering with tilt steering wheel.	
OVERALL DIMENSIONS	Track Width: 55" (140 cm) Wheel Base: 56" (142 cm) Overall Length: 93" (248 cm)	Overall Height: 71" (180 cm) with ROPS Transport Width: 80" (203 cm) in 72" (183 cm) WOC 92" (234 cm) in 85" (216 cm) WOC Approx. Weight with Cutting units: 1860 lbs. (844 kg)
CUTTING UNIT CONFIGURATION	Fixed position cutting units.	Operator controlled moveable cutting units travel ±12" (30 cm) left or right from center; total of 24" (61 cm) of infinite variability.
CUTTING UNIT OFFSET	3" (7.6 cm) in 72" (183 cm) width of cut 10" (25 cm) in 85" (216 cm) width of cut	Maximum 15" (38 cm) in 72" (183 cm) width of cut. Maximum 22" (56 cm) in 85" (216 cm) width of cut.
CERTIFICATION	This product complies with the American National Standards Institute (ANSI B71-4 – 2012) and European Community specifications (CE Certified). EN ISO 5395.	
WARRANTY	Two-year limited warranty, refer to operators manual for details.	

	27" CUTTING UNITS (03188, 03189, 03190) / 32" CUTTING UNITS (03191)
TYPE	Three hydraulically-driven, balanced, 7" (17.8 cm) diameter reels. Cutting units interchangeable to all three positions.
REEL BLADE OPTIONS	5, 8, and 11-blade reels available for 27" (68.6 cm) cutting unit. 8-blade reels available for 32" (81.3 cm) cutting unit.
HOC RANGE	Height of cut ranges .25" to 2" (.63 – 5.1 cm) standard in floating position, 1.5" to 2.5" (3.8 – 6.4 cm) in fixed position.
CUTTING WIDTH	72" (183 cm), or 85" (216 cm) width of cut dependent on cutting unit selection.
CLIP FREQUENCY/ BACKLAPPING	Manually controlled variable reel speed for adjustment of clip frequency. Standard on-board backlapping.
BEDKNIFE-TO-REEL ADJUSTMENT	Dual point adjustment (DPA) of bedknife to reel.
ROLLERS	Full roller standard on rear of cutting unit and plastic front Wiehle roller.

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only.
Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.



CUTTING UNIT OPTIONS

03188	27" (69 cm) 5-Blade DPA Cutting Unit
03189	27" (69 cm) 8-Blade DPA Cutting Unit
03190	27" (69 cm) 11-Blade DPA Cutting Unit
03203	27" (69 cm) Verticutter Cutting Unit
03191	32" (81 cm) 8-Blade DPA Cutting Unit

27" (69 CM) DPA CUTTING UNIT ACCESSORIES

03240	Universal Groomer
03241	27" (69 cm) Groomer Cartridge
03242	27" (69 cm) Universal RRB Kit
03243	Rear Roller Brush Kit
03244	End Weight Kit
132-7125	Broomer Kit
03185	Grass Basket Kit
114-9368	Rear Roller Scraper Kit
114-9372-03	Wiehle Roller Scraper
114-9376	Comb/Scraper Kit
119-0630	Shoulder Roller Asm
114-9381-03	Shoulder Roller Scraper
114-9383	Full Front Roller
114-9386-03	Full Front Roller Scraper
119-4286	Short Rear Roller Asm
115-0838	High HOC Brush
119-0646-03	Fixed Plate (2 per cutting unit)
119-0649	Trim/HD Collar Kit (6 per roller)
119-0635	RM3100 Tipper Roller Kit
98-1852	Gauge Bar

TRACTION UNIT ACCESSORIES

30358	Bimini Canvas Sunshade
115-4754	myTurf® Wireless Hour Meter Assembly
03614	Golf Ball Guard

32" (81 CM) DPA CUTTING UNIT ACCESSORIES

03246	Rear Roller Brush Kit
03244	End Weight Kit
133-0193	5-Blade Service Reel
114-9369	Rear Roller Scraper Kit
114-9373-03	Wiehle Roller Scraper
114-9377	Comb/Scraper Kit
115-0849	High HOC Brush
114-9384	Full Front Roller
114-9387-03	Full Front Roller Scraper
119-0640	Shoulder Roller Asm
114-9382-03	Shoulder Roller Scraper
119-4288	Short Rear Roller Asm
119-0646-03	Fixed Plate (2 per cutting unit)
119-0649	Trim/HD Collar Kit (6 per roller)
119-0635	RM3100 Tipper Roller Kit
98-1852	Gauge Bar

BEDKNIFE OPTIONS

114-9388	Standard (27") - Production
114-9389	Standard (32") - Production
114-9390	Heavy-Duty (27")
114-9391	Heavy-Duty (32")
120-1641	Extended Low-Cut (27")
120-1642	Extended Low-Cut (32")

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only.
Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.





Quotation for City of LA Puente

Date: March 7, 2020

Quote No:3300761-00

Prepared For: Bob Lindsey

City of LA Puente
15900 East Main Street
La Puente, CA 91744

Quote No: 3300761-00

iQuote No: 42716

Sales Person: Rick Danielson
rick.danielson@turfstar.com
(714) 475-8967

National IPA Pricing: Contract 2017025, IPA Membership required.
City of La Puente Omnia-NIPA Member number: 2509808

Summary

Configuration Name	Qty	Unit Price	Sub Total	Sales Tax	Total
010-Topdresser TD2500	1	\$12,618.17	\$12,618.17	\$1,293.35	\$13,911.52
020-Workman HDX-D Kubota Diesel 23.3HP	1	\$24,226.88	\$24,226.88	\$2,483.24	\$26,710.12
030-ProPass 200 Wireless	1	\$24,771.17	\$24,771.17	\$2,539.03	\$27,310.20
040-Outcross 9060	1	\$70,828.38	\$70,828.38	\$7,259.90	\$78,088.28
050-Workman MDX Gas 16HP	1	\$10,845.07	\$10,845.07	\$1,111.62	\$11,956.69
060-ProCore 1298	1	\$33,753.66	\$33,753.66	\$3,459.75	\$37,213.41
070-Rake-O-Vac Sweeper Dust Control	1	\$34,630.09	\$34,630.09	\$3,549.59	\$38,179.68
080-Lely Spreader, Pull Type 800lb capacity	1	\$5,957.00	\$5,957.00	\$610.59	\$6,567.59
090-Sand Pro 3040	1	\$20,750.76	\$20,750.76	\$2,126.96	\$22,877.72
100-VC60 Verti-Cutter PTO 60in	1	\$10,747.00	\$10,747.00	\$1,101.57	\$11,848.57
110-Sand Pro 3040	1	\$30,224.14	\$30,224.14	\$3,098.00	\$33,322.14
Totals:			\$279,352.32	\$28,633.60	\$307,985.92



Quotation for City of LA Puente

Date: March 7, 2020

Quote No:3300761-00

Configuration Product Details
010-Topdresser TD2500

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
44507	Topdresser TD2500	1	\$12,551.10	\$12,551.10	\$1,286.48	\$13,837.58
T0000-3423	JACK-SIDEWIND	1	\$67.07	\$67.07	\$6.87	\$73.94
Totals:						\$13,911.52



Quotation for City of LA Puente

Date: March 7, 2020

Quote No:3300761-00

Configuration Product Details 020-Workman HDX-D Kubota Diesel 23.3HP

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
07385	Workman HDX-D Kubota Diesel 23.3HP	1	\$23,537.42	\$23,537.42	\$2,412.58	\$25,950.00
07331	Workman Bed Liner	1	\$312.02	\$312.02	\$31.98	\$344.00
07420	Hand Throttle	1	\$179.08	\$179.08	\$18.35	\$197.43
117-4831	HITCH KIT, RECEIVER TUBE	1	\$130.36	\$130.36	\$13.36	\$143.72
131-6690	SEAT COVER, SMALL	2	\$34.00	\$68.00	\$6.97	\$74.97
Totals:						\$26,710.12



Quotation for City of LA Puente

Date: March 7, 2020

Quote No:3300761-00

Configuration Product Details 030-ProPass 200 Wireless

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
44751	ProPass 200 Wireless	1	\$11,084.07	\$11,084.07	\$1,136.12	\$12,220.19
44724	ProPass Tow Chassis and Fender Kit	1	\$2,630.65	\$2,630.65	\$269.64	\$2,900.29
44713	ProPass Hyd Power Pack	1	\$2,697.90	\$2,697.90	\$276.53	\$2,974.43
120-9393-01	EXTENSION-HOPPER, FRONT	1	\$88.51	\$88.51	\$9.07	\$97.58
44856	Aerator 686	1	\$7,601.82	\$7,601.82	\$779.18	\$8,381.00
108-9299	TINE-SPOON, CLOSED 800	96	\$4.17	\$400.32	\$41.03	\$441.35
68-608-3521	TRACTOR REMOTE KIT	1	\$266.11	\$266.11	\$27.28	\$293.39
325-18	SCREW-HH	1	\$1.79	\$1.79	\$0.18	\$1.97
Totals:						\$27,310.20



Quotation for City of LA Puente

Date: March 7, 2020

Quote No:3300761-00

Configuration Product Details

040-Outcross 9060

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
07511BA	Outcross 9060	1	\$66,625.62	\$66,625.62	\$6,829.13	\$73,454.75
07521	Bucket	1	\$742.12	\$742.12	\$76.07	\$818.19
22549	TXL 2000 Adjustable Fork	1	\$969.68	\$969.68	\$99.39	\$1,069.07
07545	Work Light Kit	1	\$663.92	\$663.92	\$68.05	\$731.97
07546	Beacon Kit	1	\$351.12	\$351.12	\$35.99	\$387.11
07549	Horn Kit	1	\$61.78	\$61.78	\$6.33	\$68.11
130-5448	EXTERIOR MIRROR KIT	2	\$101.64	\$203.28	\$20.83	\$224.11
133-1038	WIDE ANGLE MIRROR KIT	1	\$120.59	\$120.59	\$12.35	\$132.94
07540	Inch Mode Wired Remote	1	\$820.32	\$820.32	\$84.08	\$904.40
131-6691	SEAT COVER, LARGE	1	\$35.85	\$35.85	\$3.68	\$39.53
140-0508	BACKUP ALARM KIT- OUTCROSS	1	\$142.79	\$142.79	\$14.63	\$157.42
138-4196	TOP LINK BUSHING KIT, CAT 2 TO 1 (QTY 6)	1	\$45.19	\$45.19	\$4.64	\$49.83
138-4197	LIFT ARM BUSHING KIT, CAT 2 TO 1 (QTY 6)	1	\$46.12	\$46.12	\$4.73	\$50.85
Totals:						\$78,088.28



Quotation for City of LA Puente

Date: March 7, 2020

Quote No:3300761-00

Configuration Product Details 050-Workman MDX Gas 16HP

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
07235	Workman MDX Gas 16HP	1	\$9,930.62	\$9,930.62	\$1,017.89	\$10,948.51
115-7824	REVERSE ALARM KIT	1	\$34.64	\$34.64	\$3.55	\$38.19
115-7825	HORN KIT	1	\$34.64	\$34.64	\$3.55	\$38.19
07389	Electric Cargo Bed Lift MD Series 2014 and newer	1	\$624.82	\$624.82	\$64.05	\$688.87
07278	Receiver Hitch	1	\$150.93	\$150.93	\$15.47	\$166.40
115-7823	REAR LIFT WIRE HARNESS K IT	1	\$69.42	\$69.42	\$7.11	\$76.53
Totals:						\$11,956.69



Quotation for City of LA Puente

Date: March 7, 2020

Quote No:3300761-00

Configuration Product Details 060-ProCore 1298

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
09716	ProCore 1298	1	\$32,226.22	\$32,226.22	\$3,303.19	\$35,529.41
09797	3 Tine 7/8in Head Set HD	6	\$177.51	\$1,065.06	\$109.17	\$1,174.23
108-9197	TINE-SIDE EJECT (AE7-575 -6)	36	\$5.30	\$190.80	\$19.55	\$210.35
120-1044	GUARD-TURF, 3-TINE (SHOR T)	4	\$38.02	\$152.08	\$15.59	\$167.67
120-1051	GUARD-TURF, 3-TINE, LONG	2	\$59.75	\$119.50	\$12.25	\$131.75
Totals:						\$37,213.41



Quotation for City of LA Puente

Date: March 7, 2020

Quote No:3300761-00

Configuration Product Details
070-Rake-O-Vac Sweeper Dust Control

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
07055	Rake-O-Vac Sweeper Dust Control	1	\$34,630.09	\$34,630.09	\$3,549.59	\$38,179.68
Totals:						\$38,179.68



Quotation for City of LA Puente

Date: March 7, 2020

Quote No:3300761-00

Configuration Product Details
080-Lely Spreader, Pull Type 800lb capacity

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
WFR	Lely Spreader, Pull Type 800lb capacity	1	\$5,957.00	\$5,957.00	\$610.59	\$6,567.59
Totals:						\$6,567.59



Quotation for City of LA Puente

Date: March 7, 2020

Quote No:3300761-00

Configuration Product Details

090-Sand Pro 3040

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
08703	Sand Pro 3040	1	\$15,300.61	\$15,300.61	\$1,568.30	\$16,868.91
08714	Manual Blade (40in)	1	\$1,361.46	\$1,361.46	\$139.55	\$1,501.01
08761	QAS Nail Drag	1	\$1,183.17	\$1,183.17	\$121.27	\$1,304.44
112-1424	DRAG MAT ASM, SANDPRO	1	\$1,271.81	\$1,271.81	\$130.37	\$1,402.18
08762	QAS Flex Groomer Kit	1	\$851.60	\$851.60	\$87.29	\$938.89
108-9427	LIFT ARM ADAPTER ASM	1	\$380.01	\$380.01	\$38.95	\$418.96
110-1375	HITCH KIT	1	\$114.37	\$114.37	\$11.72	\$126.09
110-1314	LIGHT KIT-SANDPRO	1	\$253.73	\$253.73	\$26.01	\$279.74
131-6690	SEAT COVER, SMALL	1	\$34.00	\$34.00	\$3.50	\$37.50
Totals:						\$22,877.72



Quotation for City of LA Puente

Date: March 7, 2020

Quote No:3300761-00

Configuration Product Details
100-VC60 Verti-Cutter PTO 60in

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
900202	VC60 Verti-Cutter PTO 60in	1	\$10,747.00	\$10,747.00	\$1,101.57	\$11,848.57
Totals:						\$11,848.57



Quotation for City of LA Puente

Date: March 7, 2020

Quote No:3300761-00

Configuration Product Details

110-Sand Pro 3040

Model	Product Description	Qty	Unit Price	Extended	Sales Tax	Total
08703	Sand Pro 3040	1	\$15,300.61	\$15,300.61	\$1,568.30	\$16,868.91
08714	Manual Blade (40in)	1	\$1,361.46	\$1,361.46	\$139.55	\$1,501.01
08734	Solid Tine Toolbar	1	\$854.73	\$854.73	\$87.61	\$942.34
08766	Vibratory Edger QAS	1	\$3,246.08	\$3,246.08	\$332.73	\$3,578.81
08731	Mid Mount Asm	1	\$1,273.88	\$1,273.88	\$130.57	\$1,404.45
08754	QAS Finish Grader	1	\$2,350.69	\$2,350.69	\$240.95	\$2,591.64
08761	QAS Nail Drag	1	\$1,183.17	\$1,183.17	\$121.27	\$1,304.44
112-1424	DRAG MAT ASM, SANDPRO	1	\$1,271.81	\$1,271.81	\$130.37	\$1,402.18
08762	QAS Flex Groomer Kit	1	\$851.60	\$851.60	\$87.29	\$938.89
108-9427	LIFT ARM ADAPTER ASM	1	\$380.01	\$380.01	\$38.95	\$418.96
106-7073-01	LH MAT HOLDER ASM	1	\$92.10	\$92.10	\$9.44	\$101.54
99-1627-01	RH MAT HOLDER ASM	1	\$92.10	\$92.10	\$9.44	\$101.54
08781	Rear Remote Hydro	1	\$1,678.17	\$1,678.17	\$172.02	\$1,850.19
110-1314	LIGHT KIT-SANDPRO	1	\$253.73	\$253.73	\$26.01	\$279.74
131-6690	SEAT COVER, SMALL	1	\$34.00	\$34.00	\$3.50	\$37.50
Totals:						\$33,322.14



Quotation for City of LA Puente

Date: March 7, 2020

Quote No:3300761-00

Standard Terms and Conditions

Prices, including all finance options, are valid for 30 days from date of quotation. Open Account Terms are N30, subject to credit approval. Used and demo equipment is in high demand and availability is subject to change. Delivery is FOB Destination, unless otherwise stated

Office Locations

Northern California:

5646 W Barstow Ave Ste 104
Fresno, CA 93722
Fax: (559) 277-7123

2438 Radley Court
Hayward, CA 94545
Fax: (510) 785-3576

11373 Sunrise Gold Circle
Rancho Cordova, CA 95742
Fax: (800) 241-1997

Southern California:

79-253 Country Club Drive
Bermuda Dunes, CA 92203
Fax: (760) 345-4297

955 Beacon Street
Brea, CA 92821
Fax: (800) 775-8873

2110 La Mirada Ste 100
Vista, CA 92083
Fax: (760) 734-4285

Pacific Northwest:

11175 SW Elligsen Way
Sherwood, OR 97140
Ph: (503) 691-0250

20224 80th Ave South
Kent, WA 98032
Fax: (253) 872-6942

2824 East Garland
Spokane, WA 99207
Fax: (509) 483-7563



WARNING:

Cancer and Reproductive Harm-<http://www.P65Warnings.ca.gov>
For more information, please visit <http://www.ttcoCAProp65.com>

CALIFORNIA SPARK ARRESTER WARNING

Operation of this equipment in the State of California may create sparks that can start fires around dry vegetation. A spark arrestor may be required. The operator should contact local fire agencies for laws or regulations relating to fire prevention requirements.



RE: Schedule No. _____ to Master Equipment Lease Purchase Agreement Number _____

Dear Sir or Madam:

Thank you for choosing TCF National Bank for your capital equipment financing needs! Enclosed are the lease documents necessary to close the above mentioned transaction. The purpose of this letter is to provide you with step-by-step instructions as to what is required with respect to each document. At any time, if you have any questions, please don't hesitate to contact **us** for assistance. A return FedEx air bill is provided for your convenience.

<u>Document</u>	<u>Action Required</u>
• Master Equipment Lease Purchase Agreement	Authorized Signature of Lessee and Clerk or Secretary of Lessee; <u>Clerk or Secretary signature must be someone other than the person providing Authorized Signature of Lessee</u>
• Schedule of Equipment No. _____	Authorized Signature of Lessee
• Attachment 1 to Schedule - Equipment Description	Authorized Signature of Lessee
• Attachment 2 to Schedule - Payment Schedule	Authorized Signature of Lessee
• Lessee's Closing Certificate	Complete all blanks for Titles, Dates and Specimen Signatures of Authorized Signors; Provide contact information for invoicing and 8038
• Lessee's Payment Instructions and Acceptance Certificate	Authorized Signature of Lessee and Date <u>upon Equipment Acceptance</u>
• Essential Use Certificate	Please provide the requested information and obtain Authorized Signature of Lessee
• Insurance Coverage Requirements	Authorized Signature of Lessee; please also provide the name and contact information for your property and liability insurance carrier(s)
• Opinion of Counsel	Opinion Letter must be reproduced in its entirety (with Lessee's legal name replacing the blank space in paragraph one) on Lessee's legal counsel's letterhead and signed by Lessee's legal counsel
• Resolution	Resolution must be certified by an Authorized Signature of Lessee as a copy of resolution adopted by Lessee
• IRS Form 8038	Please consult Lessee's tax or financial professional regarding completion and provide a copy of the filed form
• Escrow Agreement and/or State Rider (if applicable)	Authorized Signature of Lessee, if applicable
➤ <u>Other Items Needed From Lessee:</u>	- Lessee's Sales Tax Exemption Certificate - Initial Payment (if applicable) as Indicated on TCF Invoice



MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO.

Master Equipment Lease Purchase Agreement Number	Dated
"Lessee"	
Fax:	E-mail:
"Lessor"	
TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926	
Fax: 319-833-4577	E-mail: customerservice@financediv.com

RECITALS:

1. Lessee desires to lease certain property from the Lessor described in the schedules to this Agreement that are to be executed from time to time by the parties hereto (such schedules, whether now or hereafter executed, are hereby incorporated herein and are hereinafter collectively referred to as the "Schedules," and the items of property leased to Lessee hereunder, together with all substitutions, proceeds, replacement parts, repairs, additions, attachments, accessories and replacements thereto, thereof or therefor, are hereinafter collectively referred to as the "Equipment") subject to the terms and conditions of and for the purposes set forth in this Agreement.

2. The relationship between the parties shall be a continuing one and items of property may be added to or deleted from the Equipment from time to time by execution of additional Schedules by the parties hereto and as otherwise provided herein.

3. Lessee is authorized under the constitution and laws of the State to enter into this Agreement for the purposes set forth herein.

NOW, THEREFORE, for and in consideration of the premises hereinafter contained, the parties hereby agree as follows:

ARTICLE I DEFINITIONS

Section 1.01. Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Agreement" means this Master Equipment Lease Purchase Agreement No. _____ including the Schedules and any other schedule, exhibit or escrow agreement made a part hereof by the parties hereto, together with any amendments to this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended.

"Commencement Date" means, with respect to any Schedule, the date when the term of this Agreement with respect to that Schedule and Lessee's obligation to pay rent under that Schedule commence, which date (a) Lessee hereby authorizes Lessor to fill in on the executed payment scheduled attached to each Schedule, and (b) shall be the earlier of (i) the date on which the Equipment listed in that Schedule is accepted by Lessee in the manner described in **Section 5.01**, or (ii) the date on which sufficient moneys to purchase the Equipment listed in that Schedule are deposited for that purpose with an escrow agent.

"Equipment" means the property described in a Schedule and all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto. Whenever reference is made in this Agreement to Equipment listed in a Schedule, that reference shall be deemed to include all replacements, repairs, restorations, modifications and improvements of or to that Equipment.

"Event of Default" means, with respect to any Lease, an Event of Default described in **Section 12.01**.

"Issuance Year" is the calendar year in which the Commencement Date occurs.

"Lease" means an individual Schedule and this Agreement.

"Lease Term" means, with respect to any Lease, the Original Term and all Renewal Terms of that Lease, but ending on the occurrence of the earliest event specified in **Section 3.03**.

"Lessee" means the entity described as such in the header of this Agreement, its successors and its assigns.

“Lessor” means, with respect to each Schedule and the Lease of which that Schedule is a part, (i) if Lessor’s interest in, to and under that Schedule has not been assigned pursuant to **Section 11.01**, the entity described as such in the header of this Agreement or its successor, or (ii) if Lessor’s interest in, to and under that Schedule has been assigned pursuant to **Section 11.01**, the assignee thereof or its successor.

“Maximum Lease Term” means, with respect to any Lease, the Original Term and all Renewal Terms through the Renewal Term including the last Rental Payment Date set forth on the Schedule that is part of that Lease.

“Net Proceeds” means the amount remaining from the gross proceeds of any insurance claim or condemnation award after deducting all expenses (including attorneys’ fees) incurred in the collection of such claim or award.

“Original Term” means, with respect to any Lease, the period from the first Commencement Date for any Schedule under that Lease until the end of the fiscal year of Lessee in effect at that Commencement Date.

“Purchase Price” means the amount set forth on any Schedule that Lessee may, at its option, pay to Lessor to purchase the Equipment listed on that Schedule.

“Renewal Terms” means, with respect to any Lease, the optional renewal terms of that Lease, each having a duration of one year and a term co-extensive with Lessee’s fiscal year.

“Rental Payment Dates” means the dates set forth in the Schedules on which Rental Payments are due.

“Rental Payments” means the basic rental payments payable by Lessee pursuant to **Section 4.01**.

“Schedule” means any schedule to this Agreement, executed from time to time by the parties hereto.

“State” means the State of Lessee's organization.

“Vendor” means a manufacturer of Equipment as well as the agents or dealers of the manufacturer from whom Lessor purchased or is purchasing Equipment.

ARTICLE II REPRESENTATIONS AND COVENANTS OF LESSEE

Section 2.01. Representations and Covenants of Lessee. Lessee represents, warrants and covenants for the benefit of Lessor as follows:

(a) Lessee is a political subdivision duly organized and existing under the constitution and laws of the State. Lessee will do or cause to be done all things to preserve and keep in full force and effect its existence as a body corporate and politic. Lessee has a substantial amount of one or more of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power.

(b) Lessee is authorized under the constitution and laws of the State to enter into this Agreement and the transaction contemplated hereby and to perform all of its obligations hereunder.

(c) Lessee has been duly authorized to execute and deliver this Agreement by proper action and approval of its governing body at a meeting duly called, regularly convened and attended throughout by a requisite majority of the members thereof or by other appropriate official approval.

(d) This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors’ rights generally.

(e) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default exists at the date hereof.

(f) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the current fiscal year and to meet its other obligations under this Agreement, and such funds have not been expended for other purposes.

(g) Lessee has complied with such public bidding requirements as may be applicable to this Agreement and the acquisition by Lessee of the Equipment hereunder.

(h) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, pending or threatened against or affecting Lessee, nor to the best knowledge of Lessee is there any basis therefor, wherein an unfavorable decision, ruling or finding would materially adversely affect the transactions contemplated by this Agreement or any other document, agreement or certificate which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or materially adversely affect the financial condition or properties of Lessee.

(i) All authorizations, consents and approvals of governmental bodies or agencies required in connection with the execution and delivery by Lessee of this Agreement or in connection with the carrying out by Lessee of its obligations hereunder have been obtained.

(j) The entering into and performance of this Agreement or any other document or agreement contemplated hereby to which Lessee is or is to be a party will not violate any judgment, order, law or regulation applicable to Lessee or result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance on any assets of Lessee or the Equipment pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound, except as herein provided.

(k) The Equipment is essential to the function of Lessee or to the service Lessee provides to its citizens. Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future. The Equipment will be used by Lessee only for the purpose of performing one or more of Lessee's governmental or proprietary functions consistent with the permissible scope of Lessee's authority.

(l) Neither the payment of the Rental Payments hereunder nor any portion thereof is (i) secured by any interest in property used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code) or in payments in respect of such property or (ii) derived from payments in respect of property, or borrowed money, used or to be used in a trade or business of a non-exempt person (within the meaning of Section 103 of the Code). No portion of the Equipment will be used directly or indirectly in any trade or business carried on by any non-exempt person (within the meaning of Section 103 of the Code).

(m) Lessee will comply with all applicable provisions of the Code, including without limitation Sections 103 and 141-150 thereof, and the applicable regulations of the Treasury Department that relate to each Lease in order to establish and maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation. In furtherance of the foregoing, Lessee covenants and agrees to prepare (or engage a tax professional to prepare on Lessee's behalf) and file all necessary informational returns on a timely basis with the IRS, including, but not limited to, IRS Series 8038 Forms, which must generally be filed on or before the 15th of the 2nd calendar month after the close of the calendar quarter in which the Commencement Date occurs. Lessee agrees to provide Lessor with copies of all such filed returns relating to each Lease contemporaneously with their filing. If Lessee fails to file the necessary informational returns with the IRS on a timely basis, Lessee hereby authorizes Lessor to engage a tax professional of Lessor's choosing to complete the required returns on Lessee's behalf and at Lessee's expense, which Lessee agrees to execute and file. If Lessee files informational returns containing incorrect or incomplete information, Lessee hereby authorizes Lessor to engage a tax professional of Lessor's choosing to file an amendment to the incorrect or incomplete informational return on Lessee's behalf and at Lessee's expense, which Lessee agrees to execute and file.

(n) Lessee will use the proceeds of this Agreement as soon as practicable and with all reasonable dispatch for the purpose for which this Agreement has been entered into. No part of the proceeds of this Agreement will be invested in any securities, obligations or other investments or used, at any time, directly or indirectly, in a manner which, if such use had been reasonably anticipated on the date of issuance of this Agreement, would have caused any portion of this Agreement to be or become "arbitrage bonds" within the meaning of Section 103(b)(2) or Section 148 of the Code and the applicable regulations of the Treasury Department.

(o) Lessee represents and warrants that it is a governmental unit under the laws of the State; this Agreement is not a private activity bond as defined in Section 141 of the Code, and 95% or more of the net proceeds of this Agreement will be used for local governmental activities of Lessee.

(p) Lessee has never failed to pay payments coming due under any bond issue, lease purchase agreement or other indebtedness obligation of Lessee.

(q) The useful life of the Equipment will not be less than the Maximum Lease Term.

(r) The application, statements and credit or financial information reviewed by Lessor are true and correct and made to induce Lessor to enter into this Agreement and the escrow agreement, if any, and Lessee has experienced no material change in its financial condition since the date(s) of such information.

(s) Lessee shall pay the excess (if any) of the actual costs of acquiring the Equipment under the Agreement over the amount deposited by Lessor in the escrow fund, if any, established under any related escrow agreement and interest earnings thereon.

(t) Lessee understands and acknowledges that Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor; Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Agreement. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Agreement from its own advisors (including as it relates to structure, timing, terms and similar matters).

Section 2.02. Conditions to Lessor's Performance under Schedules. As a prerequisite to the performance by Lessor of any of its obligations pursuant to the execution and delivery of any Schedule, Lessee shall deliver to Lessor the following:

(a) An Opinion of Counsel to Lessee, in form and substance acceptable to Lessor in its sole discretion, respecting such Schedule.

(b) A Lessee's Closing Certificate executed by the Clerk or Secretary or other comparable officer of Lessee, in form and substance acceptable to Lessor in its sole discretion, completed to the satisfaction of Lessor.

(c) An Essential Use Certificate executed by a duly authorized officer of Lessee, in form and substance acceptable to Lessor in its sole discretion, completed to the satisfaction of Lessor.

(d) All documents, including financing statements, affidavits, notices and similar instruments, in form satisfactory to Lessor, which Lessor deems necessary or appropriate at that time pursuant to **Section 6.02**.

(e) Such other items, if any, as are set forth in such Schedule or are reasonably required by Lessor.

This Agreement is not a commitment by Lessor to enter into any Schedule not currently in existence, and nothing in this Agreement shall be construed to impose any obligation upon Lessor to enter into any proposed Schedule, it being understood that whether Lessor enters into any proposed Schedule shall be a decision solely within Lessor's discretion.

Lessee will cooperate with Lessor in Lessor's review of any proposed Schedule. Without limiting the foregoing, Lessee will provide Lessor with any documentation or information Lessor may request in connection with Lessor's review of any proposed Schedule. Such documentation may include, without limitation, documentation concerning the Equipment and its contemplated use and location and documentation or information concerning the financial status of Lessee and other matters related to Lessee.

ARTICLE III LEASE OF EQUIPMENT

Section 3.01. Lease of Equipment. Lessor hereby demises, leases and lets to Lessee, and Lessee rents, leases and hires from Lessor, the Equipment listed in each Schedule in accordance with the provisions of this Agreement and that Schedule for the Lease Term for the Lease of which that Schedule is a part.

Section 3.02. Lease Term. The Original Term of each Lease will commence on the Commencement Date and will terminate on the last day of Lessee's current fiscal year. The Lease Term for each Lease may be continued, solely at the option of Lessee, at the end of the Original Term or any Renewal Term for an additional Renewal Term up to the Maximum Lease Term for that Lease. At the end of the Original Term and at the end of each Renewal Term until the Maximum Lease Term has been completed for a Lease, Lessee will be deemed to have exercised its option to continue that Lease for the next Renewal Term unless Lessee has terminated that Lease pursuant to **Section 3.03** or **Section 10.01**. The terms and conditions during any Renewal Term will be the same as the terms and conditions during the Original Term, except that the Rental Payments will be as provided in the Schedules.

Section 3.03. Termination of Lease Term. The Lease Term for each Lease will terminate upon the earliest of any of the following events:

- (a) the expiration of the Original Term or any Renewal Term of that Lease and the nonrenewal of that Lease in the event of nonappropriation of funds pursuant to **Section 3.05**;
- (b) the exercise by Lessee of the option to purchase the Equipment granted under that Lease under the provisions of **Article X** and payment of the Purchase Price and all amounts payable in connection therewith;
- (c) a default by Lessee and Lessor's election to terminate that Lease under **Article XII**; or
- (d) the payment by Lessee of all Rental Payments required to be paid by Lessee under that Lease when such payments are due through the expiration of the Maximum Lease Term.

Section 3.04. Continuation of Lease Term. Lessee currently intends, subject to the provisions of **Section 3.05** and **Section 4.04**, to continue the Lease Term for each Lease through the Original Term and all of the Renewal Terms and to pay the Rental Payments hereunder. Lessee reasonably believes that legally available funds in an amount sufficient to make all Rental Payments during the Maximum Lease Term for each Lease can be obtained. The responsible financial officer of Lessee will do all things lawfully within his or her power to obtain and maintain funds from which the Rental Payments may be made, including making provision for such Rental Payments to the extent necessary in each proposed annual budget submitted for approval in accordance with applicable procedures of Lessee and to exhaust all available reviews and appeals in the event such portion of the budget is not approved. Notwithstanding the foregoing, the decision whether or not to budget or appropriate funds or to extend a Lease for any Renewal Term is solely within the discretion of the then current governing body of Lessee.

Section 3.05. Nonappropriation. Lessee is obligated only to pay such Rental Payments under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during Lessee's then current fiscal year. In the event sufficient funds will not be appropriated or are not otherwise legally available to pay the Rental Payments required to be paid under a Lease in the next occurring Renewal Term, that Lease will be deemed to be terminated at the end of the then current Original Term or Renewal Term. Lessee agrees to deliver notice to Lessor of such termination at least 90 days prior to the end of the then current Original Term or Renewal Term, but failure to give such notice will not extend the Lease Term beyond such Original Term or Renewal Term. If a Lease is terminated in accordance with this Section, Lessee agrees, at Lessee's cost and expense, to peaceably deliver the Equipment then subject to that Lease to Lessor at the location or locations specified by Lessor.

ARTICLE IV RENTAL PAYMENTS

Section 4.01. Rental Payments. Lessee will pay Rental Payments, exclusively from legally available funds, in lawful money of the United States of America to Lessor in the amounts and on the dates set forth in the Schedules without notice or demand. Rental Payments will be in consideration for Lessee's use of the Equipment during the fiscal year in which such payments are due. Any Rental Payment not received on or before its due date will be assessed a late payment fee of 10% or the maximum amount permitted by law, whichever is less, from its due date. Lessee agrees to pay Lessor a fee, in an amount determined by Lessor, not to exceed the maximum amount from time to time permitted by applicable law, for any check or automatic payment withdrawal request that is returned to Lessor because of insufficient funds available in Lessee's account or a stop payment.

In the event that it is determined that any of the interest components of Rental Payments may not be excluded from gross income for purposes of federal income taxation, Lessee agrees to pay to Lessor promptly after any such determination and on each Rental Payment Date thereafter an additional amount determined by Lessor to compensate Lessor for the loss of such excludability (including without limitation, compensation relating to interest expense, penalties or additions to tax), which determination shall be conclusive absent manifest error.

Section 4.02. Interest Component. As set forth on the payment schedules attached to the Schedules, a portion of each Rental Payment is paid as, and represents payment of, interest.

Section 4.03. Rental Payments To Be Unconditional. Except as provided in **Section 3.05**, the obligations of Lessee to make Rental Payments and to perform and observe the other covenants and agreements contained herein shall be absolute and unconditional in all events without abatement, diminution, deduction, set-off or defense, for any reason, including without limitation any failure of the Equipment to be delivered or installed, any defects, malfunctions, breakdowns or infirmities in the equipment or any accident, condemnation or unforeseen circumstances.

Section 4.04. Rental Payments to Constitute a Current Expense of Lessee. The obligation of Lessee to pay Rental Payments hereunder will constitute a current expense of Lessee, are from year to year and do not constitute a mandatory payment obligation of Lessee in any fiscal year beyond the then current fiscal year of Lessee. Lessee's obligation hereunder will not in any way be construed to be an indebtedness of Lessee in contravention of any applicable constitutional, charter or statutory limitation or requirement concerning the creation of indebtedness by Lessee, nor will anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of Lessee.

ARTICLE V EQUIPMENT

Section 5.01. Delivery, Installation and Acceptance of the Equipment. Lessee will order the Equipment, cause the Equipment to be delivered and installed at the location specified in the applicable Schedule and pay any and all costs, charges, expenses and obligations of every kind and nature incurred regarding the importation, shipment, delivery, possession, use, lease, return, repossession, storage and transfer of any of Equipment. When the Equipment listed in any Schedule has been delivered and installed, Lessee will immediately inspect such Equipment and accept such Equipment after Lessee, in its sole discretion, determines that such Equipment is satisfactory, and evidence said acceptance by executing and delivering to Lessor an acceptance certificate in form and substance acceptable to Lessor. After it has been installed, the Equipment will not be moved from the location specified in the applicable Schedule, or if rolling stock, its permanent base will not be changed, without Lessor's consent, which consent will not be unreasonably withheld. If Lessor, in its discretion, pays any tax, fee, charge or other amount described in this paragraph, Lessee shall reimburse Lessor therefor on demand, together with Lessor's administrative and other costs of paying and invoicing such amounts and, if Lessee fails to pay Lessor any such amount within ten (10) days of such demand, Lessee shall pay interest thereon until paid at the rate of 18% per annum or the maximum rate allowable by law, whichever is less.

Section 5.02. Enjoyment of Equipment. Lessor hereby covenants to provide Lessee with quiet use and enjoyment of the Equipment during the Lease Term, and Lessee will peaceably and quietly have and hold and enjoy the Equipment during the Lease Term, without suit, trouble or hindrance from Lessor, except as otherwise expressly set forth in this Agreement.

Section 5.03. Right of Inspection. Lessor will have the right at all reasonable times during regular business hours to enter into and upon the property of Lessee for the purpose of inspecting the Equipment.

Section 5.04. Use of the Equipment. Lessee will not install, use, operate or maintain the Equipment improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated by this Agreement. Lessee will obtain all permits and licenses, if any, necessary for the installation and operation of the Equipment. In addition, Lessee agrees to comply in all respects (including, without limitation, with respect to the use, maintenance and operation of each item of the Equipment) with all applicable laws, regulations and rulings of any legislative, executive, administrative or judicial body; provided, however, that Lessee may contest in good faith the validity or application of any such law, regulation or ruling in any reasonable manner that does not, in the opinion of Lessor, adversely affect the interest of Lessor in and to the Equipment or its interest or rights under this Agreement.

Section 5.05. Maintenance of Equipment; Alterations. Lessee agrees that it will, at Lessee's own cost and expense, maintain, preserve and keep the Equipment in good repair, working order and condition. Lessor will have no responsibility to maintain, repair or make improvements or additions to the Equipment. If any item of Equipment is such as is customarily covered by a maintenance contract, Lessee will enter into a maintenance contract for that Equipment with the applicable Vendor. Lessee will not make any alterations, additions or improvements to the Equipment without Lessor's prior written consent unless such alterations, additions or improvements may be readily removed without damage to the Equipment.

ARTICLE VI TITLE TO EQUIPMENT; SECURITY INTEREST

Section 6.01. Title to the Equipment. During the Lease Term, title to the Equipment and any and all additions, repairs, replacements or modifications will vest in Lessee, subject to the rights of Lessor under this Agreement; provided that title to the Equipment that is subject to any Lease will thereafter immediately and without any action by Lessee vest in Lessor, and Lessee will immediately surrender possession of the Equipment to Lessor upon (a) any termination of that Lease other than termination pursuant to **Section 10.01** (including but not limited to any termination pursuant to **Section 3.05**) or (b) the occurrence of an Event of Default with respect to that Lease. It is the intent of the parties hereto that any transfer of title to Lessor pursuant to this Section will occur automatically without the necessity of any bill of sale, certificate of title or other instrument of conveyance. Lessee will, nevertheless, execute and deliver any such instruments as Lessor may request to evidence such transfer. Lessee, irrevocably designates, makes, constitutes and appoints Lessor and its assignee as Lessee's true and lawful attorney (and agent in-fact) with power, at such time of termination or times thereafter as Lessor in its sole and absolute discretion may determine, in Lessee's or Lessor's or such assignee's name, to endorse the name of Lessee upon any bill of sale, document, instrument, invoice, freight bill, bill of lading or similar document relating to the Equipment in order to vest title in Lessor and transfer possession to Lessor.

Section 6.02. Security Interest. To secure the payment of all of Lessee's obligations under this Agreement and to the extent permitted by law, Lessee grants to Lessor a first and prior security interest in the Equipment and on all additions, attachments and accessions thereto and substitutions therefor and proceeds therefrom. Lessee agrees to execute such additional documents in form satisfactory to Lessor, that Lessor deems necessary or appropriate to establish and maintain its security interest. Lessee agrees that financing statements may be filed with respect to the security interest in the Equipment created herein.

As further security therefor, Lessee grants to Lessor a first priority security interest in the cash and negotiable instruments from time to time comprising each escrow fund established under any related escrow agreement and all proceeds (cash and non-cash) thereof, and agrees with respect thereto that Lessor shall have all the rights and remedies of a secured party.

Section 6.03. Personal Property. Lessor and Lessee agree that the Equipment is and will remain personal property. The Equipment will not be deemed to be affixed to or a part of the real estate on which it may be situated, notwithstanding that the Equipment or any part thereof may be or hereafter become in any manner physically affixed or attached to such real estate or any building thereon. Upon the request of Lessor, Lessee will, at Lessee's expense, furnish a waiver of any interest in the Equipment from any party having an interest in any such real estate or building.

ARTICLE VII ADDITIONAL COVENANTS

Section 7.01. Liens, Taxes, Other Governmental Charges and Utility Charges. Lessee will keep the Equipment free and clear of all liens, charges and encumbrances, except those created under this Agreement. The parties to this Agreement contemplate that the Equipment will be used for a governmental or proprietary purpose of Lessee and, therefore, that the Equipment will be exempt from all property taxes and other similar charges. If the use, possession or acquisition of the Equipment is found to be subject to taxation in any form, Lessee will pay all taxes and governmental charges lawfully assessed or levied against or with respect to the Equipment. Lessee will pay all utility and other charges incurred in the use and maintenance of the Equipment. Lessee will pay such taxes and charges as the same become due; provided that, with respect to any such taxes and charges that may lawfully be paid in installments over a period of years, Lessee will be obligated to pay only such installments that accrue during the Lease Term.

Section 7.02. Insurance. At its own expense, Lessee will maintain (a) casualty insurance insuring the Equipment against loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Lessor in an amount at least equal to the then applicable Purchase Price of the Equipment, and (b) liability insurance that protects Lessor from liability in all events in form and amount satisfactory to Lessor with a minimum limit of \$1,000,000.00 combined single limit or such greater amount as may be prescribed by any applicable state law specifying minimum insurance requirements; provided that, with Lessor's prior written consent, Lessee may self-insure against the risks described in clauses (a) and (b) of this Section. If required by Lessor, Lessee shall also provide to Lessor payment and performance bonds naming Lessor as a dual obligee and issued by a surety company rated "A" or better by AM Best. All insurance proceeds from casualty losses will be payable as hereinafter provided. Lessee will furnish to Lessor certificates evidencing such coverage throughout the Lease Term.

All such casualty and liability insurance will be with insurers that are acceptable to Lessor, will name Lessor as a loss payee and additional insured and will contain a provision to the effect that such insurance will not be cancelled or modified materially without first giving written notice thereof to Lessor at least thirty days in advance of such cancellation or modification. All such casualty insurance will contain a provision making any losses payable to Lessee and Lessor, as their respective interests may appear.

Section 7.03. Advances. In the event Lessee fails to maintain the insurance required by this Agreement, pay taxes or charges required to be paid by it under this Agreement or fails to keep the Equipment in good repair and operating condition, Lessor may (but will be under no obligation to) purchase the required policies of insurance and pay the cost of the premiums thereof, pay such taxes and charges and make such Equipment repairs or replacements as are necessary and pay the cost thereof. All amounts so advanced by Lessor will become additional rent for the then current Original Term or Renewal Term. Lessee agrees to pay such amounts with interest thereon from the date paid at the rate of 18% per annum or the maximum permitted by law, whichever is less.

Section 7.04. Financial Information. Lessee will annually provide Lessor with current financial statements, budgets and proofs of appropriation for the ensuing fiscal year and such other financial information relating to the ability of Lessee to continue this Agreement as may be requested by Lessor.

Section 7.05. Release and Indemnification. Lessee assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Lessee or of third parties, and whether such property damage be to Lessee's

property or the property of others which is proximately caused by the negligent conduct of Lessee, its officers, employees or agents. To the extent permitted by law, Lessee will indemnify, protect and hold harmless Lessor from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of cause thereof, and expenses in connection therewith (including, without limitation, counsel fees and expenses and any federal income tax and interest and penalties connected therewith imposed on interest received) arising out of or as the result of (a) the entering into this Agreement, (b) the ownership of any item of Equipment, (c) the manufacturing, ordering, acquisition, maintenance, use, operation, condition, purchase, delivery, rejection, storage or return of any item of the Equipment, (d) any accident in connection with the operation, maintenance, use, condition, possession, storage or return of any item of Equipment resulting in damage to property or injury or death to any person or (e) the breach of any covenant herein or any material misrepresentation contained herein. The indemnification arising under this paragraph will continue in full force and effect notwithstanding the full payment of all obligations under this Agreement or the termination of any Lease Term for any reason.

ARTICLE VIII DAMAGE, DESTRUCTION AND CONDEMNATION; USE OF NET PROCEEDS

Section 8.01. Risk of Loss. Lessee assumes, from and including the Commencement Date, all risk of loss of or damage to the Equipment from any cause whatsoever. No such loss of or damage to the Equipment nor defect therein nor unfitness or obsolescence thereof will relieve Lessee of the obligation to make Rental Payments or to perform any other obligation under this Agreement.

Section 8.02. Damage, Destruction and Condemnation; Use of Net Proceeds. If (a) the Equipment or any portion thereof is destroyed, in whole or in part, or is damaged by fire or other casualty, or (b) title to, or the temporary use of, the Equipment or any part thereof or the interest of Lessee or Lessor in the Equipment or any part thereof will be taken under the exercise of the power of eminent domain by any governmental body or by any person, firm or corporation acting under governmental authority, Lessee and Lessor will cause the Net Proceeds of any insurance claim or condemnation award to be applied to the prompt replacement, repair, restoration, modification or improvement of the Equipment, unless Lessee has exercised its option to purchase the Equipment pursuant to **Section 10.01**. Any balance of the Net Proceeds remaining after such work has been completed will be paid to Lessee.

Section 8.03. Insufficiency of Net Proceeds. If the Net Proceeds are insufficient to pay in full the cost of any repair, restoration, modification or improvement referred to in **Section 8.02**, Lessee will either (a) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds, or (b) purchase Lessor's interest in the Equipment pursuant to **Section 10.01**. If Lessee will make any payments pursuant to this Section, Lessee will not be entitled to any reimbursement therefor from Lessor nor will Lessee be entitled to any diminution of the amounts payable under **Article IV**.

ARTICLE IX WARRANTIES

Section 9.01. Disclaimer of Warranties. **LESSOR MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF THE EQUIPMENT OR AGAINST INFRINGEMENT, OR ANY OTHER WARRANTY OR REPRESENTATION WITH RESPECT THERETO. LESSEE HEREBY WAIVES ANY CLAIM IT MIGHT HAVE AGAINST LESSOR FOR ANY LOSS, DAMAGE OR EXPENSE CAUSED BY THE EQUIPMENT OR BY ANY DEFECT THEREIN, OR BY THE USE OR MAINTENANCE OF, OR SERVICING OR ADJUSTMENT TO, THE EQUIPMENT AND, AS TO LESSOR, LEASES THE EQUIPMENT AS-IS AND WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. IN NO EVENT SHALL LESSOR BE LIABLE FOR ANY ACTUAL, INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT OR THE EXISTENCE, FURNISHING, FUNCTIONING OR LESSEE'S USE OR MAINTENANCE OF ANY EQUIPMENT OR SERVICES PROVIDED FOR IN THIS AGREEMENT.**

Section 9.02. Vendor's Warranties. Lessee acknowledges that Lessor is not a dealer or manufacturer of Equipment of any kind and is not the seller of the Equipment, and that each unit of Equipment is of a type, size, design and capacity selected solely by Lessee. Lessee also acknowledges that Lessor finances the Equipment without any obligation to install, test, erect, service or maintain the Equipment. The only warranty applicable to any Equipment is the Vendor's warranty and Lessor makes no warranty of any kind to Lessee. Lessee may have rights under the contract evidencing the purchase of the Equipment; Lessee is advised to contact the applicable Vendor for a description of any such rights. To the extent such warranties are transferable and so long as an Event of Default has not occurred and is not continuing hereunder, Lessor hereby assigns to Lessee during the Lease Term all warranties running from Vendor to Lessor and during such time Lessee may assert from time to time whatever claims and rights (including without limitation warranties) related to the Equipment that Lessor may have against the Vendor. Lessee's sole remedy for the breach of any such warranty, indemnification or representation will be against the Vendor, and not against Lessor. Any

such matter will not have any effect whatsoever on the rights and obligations of Lessor with respect to this Agreement, including the right to receive full and timely payments hereunder. Lessee expressly acknowledges that Lessor makes, and has made, no representations or warranties whatsoever as to the existence or availability of such warranties by the Vendor. Lessee acknowledges that each Lease constitutes a "finance lease" under UCC Article 2A in all respects, and that Lessor's sole obligations to Lessee under each Lease is not to interfere with Lessee's quiet enjoyment of the Equipment so long as Lessee is not in default thereunder. Subject to the foregoing sentence and to the extent permitted by law, Lessee unconditionally and irrevocably waives any and all rights and remedies against Lessor at law or in equity (including, without limitation, any rights and remedies granted Lessee under Article 2A of the Uniform Commercial Code and/or the right to reject any Equipment or repudiate each Lease). Lessee agrees that Lessor assumes no liability for and makes no representation as to the treatment by Lessee of each Lease, the Equipment or the Rental Payments for financial statement or tax purposes.

ARTICLE X OPTION TO PURCHASE

Section 10.01. Purchase Option. Provided no Event of Default has occurred hereunder, Lessee will have the option to purchase the Equipment listed in any Schedule, in whole, but not in part, upon giving written notice to Lessor at least 30 days before the date of purchase, at the following times and upon the following terms:

- (a) On any Rental Payment Date, upon payment in full of the Rental Payment then due hereunder plus all other amounts due under that Lease plus the then-applicable Purchase Price set forth on that Schedule to Lessor, if applicable; or
- (b) on the date the last Rental Payment is due (assuming the applicable Lease is renewed for the Maximum Lease Term), if the applicable Lease is still in effect on that day, upon payment in full of all Rental Payments and all other amounts then due and the payment of One Dollar to Lessor; or
- (c) In the event of substantial damage to or destruction or condemnation (other than by Lessee or any entity controlled by or otherwise affiliated with Lessee) of substantially all of the Equipment listed in that Schedule, on the day Lessee specifies as the purchase date in Lessee's notice to Lessor of its exercise of the purchase option, upon payment in full of the Rental Payment and all other amounts then due under that Lease plus (i) the Purchase Price set forth on that Schedule for such purchase date if such purchase date is a Rental Payment Date or the Purchase Price for the immediately preceding Rental Payment Date if such purchase date is not a Rental Payment Date, and (ii) if such day is not a Rental Payment Date, an amount equal to the portion of the interest component of the Rental Payment scheduled to come due under that Schedule on the following Rental Payment Date accrued from the immediately preceding Rental Payment Date to such purchase date, computed on the basis of a 360-day year of twelve 30-day months.

Upon the exercise of the option to purchase set forth above, title to the Equipment so purchased will be vested in Lessee on an as-is, where-is basis, free and clear of any claim by or through Lessor.

Section 10.02. Determination of Fair Purchase Price. Lessee and Lessor hereby agree and determine that the Rental Payments under each Schedule during the Original Term and each Renewal Term represent the fair value of the use of the Equipment listed in that Schedule and that the amount required to exercise Lessee's option to purchase the Equipment listed in that Schedule pursuant to **Section 10.01** represents, as of the end of the Original Term or any Renewal Term under that Schedule, the fair purchase price of the Equipment listed in that Schedule. Lessee hereby determines that the Rental Payments do not exceed a reasonable amount so as to place Lessee under a practical economic compulsion to renew the term of any Schedule or to exercise its option to purchase the Equipment under any Schedule. In making such determinations, Lessee and Lessor have given consideration to (a) the costs of the Equipment, (b) the uses and purposes for which the Equipment will be employed by Lessee, (c) the benefit to Lessee by reason of the acquisition and installation of the Equipment and the use of the Equipment pursuant to the terms and provisions of this Agreement, and (d) Lessee's option to purchase the Equipment. Lessee hereby determines and declares that the acquisition and installation of the Equipment and the leasing of the Equipment pursuant to this Agreement will result in equipment of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Equipment were performed by Lessee other than pursuant to this Agreement. Lessee hereby determines and declares that the Maximum Lease Term does not exceed the useful life of the Equipment.

ARTICLE XI ASSIGNMENT AND SUBLEASING

Section 11.01. Assignment by Lessor. Lessor's interest in, to and under this Agreement, each Lease and the Equipment may be assigned and reassigned in whole or in part to one or more assignees by Lessor without the necessity of obtaining the consent of Lessee; provided that any assignment will not be effective against Lessee until Lessee has received written notice of the name and address of the assignee. Lessee will retain all such notices as a register of all assignees and will make all payments to the assignee or assignees designated in such register. Lessee agrees to execute all documents, including notices of assignment and chattel

mortgages or financing statements that may be reasonably requested by Lessor or any assignee to protect its interest in the Equipment and in this Agreement and each Lease and agrees to the filing of financing statements with respect to the Equipment and this Agreement and each Lease. Lessee will not have the right to and will not assert against any assignee any claim, counterclaim, defense, set-off or other right Lessee may have against Lessor.

Section 11.02. Assignment and Subleasing by Lessee. None of Lessee's right, title and interest in, to and under this Agreement, any Lease or the Equipment may be assigned or encumbered by Lessee for any reason, except that Lessee may sublease all or part of the Equipment if Lessee obtains the prior written consent of Lessor and an opinion of regionally recognized "Red Book"-listed counsel in the area of tax-exempt municipal obligations satisfactory to Lessor that such subleasing will not adversely affect the exclusion of the interest components of the Rental Payments under the applicable Lease from gross income for federal income tax purposes. Any such sublease of all or part of the Equipment will be subject to this Agreement and the rights of Lessor in, to and under this Agreement, the applicable Lease and the Equipment.

ARTICLE XII EVENTS OF DEFAULT AND REMEDIES

Section 12.01. Events of Default Defined. Subject to the provisions of **Section 3.05**, any of the following will be "Events of Default" under any Lease:

(a) Failure by Lessee to pay any Rental Payment or other payment required to be paid under that Lease at the time specified in that Lease;

(b) Failure by Lessee to observe and perform any covenant, condition or agreement on its part to be observed or performed under that Lease, other than as referred to in **Section 12.01(a)**, for a period of 20 days after written notice, specifying such failure and requesting that it be remedied, is given to Lessee by Lessor, unless Lessor will agree in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, Lessor will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by Lessee within the applicable period and diligently pursued until the default is corrected;

(c) Any statement, representation or warranty made by Lessee in or pursuant to that Lease or its execution, delivery or performance will prove to have been false, incorrect, misleading or breached in any material respect on the date when made;

(d) Any provision of that Lease will at any time for any reason cease to be valid and binding on Lessee, or will be declared to be null and void, or the validity or enforceability thereof will be contested by Lessee or any governmental agency or authority if the loss of such provision would materially adversely affect the rights or security of Lessor, or Lessee will deny that it has any further liability or obligation under that Lease;

(e) Lessee will (i) apply for or consent to the appointment of a receiver, trustee, custodian or liquidator of Lessee, or of all or a substantial part of the assets of Lessee, (ii) be unable, fail or admit in writing its inability generally to pay its debts as they become due, (iii) make a general assignment for the benefit of creditors, (iv) have an order for relief entered against it under applicable federal bankruptcy law, or (v) file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or taking advantage of any insolvency law or any answer admitting the material allegations of a petition filed against Lessee in any bankruptcy, reorganization or insolvency proceeding; or

(f) An order, judgment or decree will be entered by any court of competent jurisdiction, approving a petition or appointing a receiver, trustee, custodian or liquidator of Lessee or of all or a substantial part of the assets of Lessee, in each case without its application, approval or consent, and such order, judgment or decree will continue unstayed and in effect for any period of 30 consecutive days.

Section 12.02. Remedies on Default. Whenever any Event of Default under any Lease exists, Lessor will have the right, at its sole option without any further demand or notice, to take one or any combination of the following remedial steps:

(a) By written notice to Lessee, Lessor may declare all Rental Payments and other amounts payable by Lessee under that Lease to the end of the then current Original Term or Renewal Term to be due;

(b) With or without terminating that Lease, Lessor may enter the premises where the Equipment that is subject to that Lease is located and retake possession of that Equipment or require Lessee at Lessee's expense to promptly return any or all of that Equipment to the possession of Lessor at a place specified by Lessor, and sell or lease that Equipment or, for the account of Lessee, sublease that Equipment, holding Lessee liable for the difference between (i) the Rental

Payments and other amounts payable by Lessee under that Lease plus the applicable Purchase Price, and (ii) the net proceeds of any such sale, lease or sublease (after deducting all expenses of Lessor in exercising its remedies under this Agreement, including without limitation, all expenses of taking possession, storing, reconditioning and selling or leasing that Equipment and all brokerage, auctioneers' and attorneys' fees); provided that the amount of Lessee's liability under this subparagraph (b) shall not exceed the Rental Payments and other amounts otherwise due under that Lease plus the remaining Rental Payments and other amounts payable by Lessee to the end of the then current Original Term or Renewal Term; and

(c) Lessor may take whatever other action at law or in equity may appear necessary or desirable to enforce its rights under this Agreement as the owner of the Equipment that is subject to that Lease.

Any net proceeds from the exercise of any remedy hereunder (after deducting all expenses of Lessor in exercising such remedies including without limitation all expenses of taking possession, storing, reconditioning and selling or leasing Equipment and all brokerage, auctioneer's or attorneys' fees) shall be applied as follows:

- (i) If such remedy is exercised solely with respect to a single Lease, Equipment subject to that Lease or rights under this Agreement related to that Lease, then to amounts due pursuant to that Lease and other amounts related to that Lease or that Equipment; or
- (ii) If such remedy is exercised with respect to more than one Lease, Equipment subject to more than one Lease or rights under this Agreement related to more than one Lease, then to amounts due pursuant to those Leases pro rata.

In addition, Lessee will remain liable for all covenants and indemnities under this Agreement and for all legal fees and other costs and expenses, including court costs, incurred by Lessor with respect to the enforcement of any of the remedies listed above or any other remedy available to Lessor.

Section 12.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to Lessor is intended to be exclusive and every such remedy will be cumulative and will be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power or will be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Lessor to exercise any remedy reserved to it in this Agreement it will not be necessary to give any notice, other than such notice as may be required in this Agreement.

ARTICLE XIII MISCELLANEOUS

Section 13.01. Notices. Any written notice hereunder to Lessee or Lessor shall be deemed to have been given when delivered personally, deposited with a nationally recognized overnight courier (with all fees pre-paid), delivered via facsimile or e-mail (with confirmation of transmission), or deposited in the United States mail, certified or registered mail, addressed to recipient at its address set forth above or at such other address as may be substituted therefor by notice given pursuant to the terms hereof. Lessee hereby agrees that Lessor, including its vendors, service providers, partners, affiliates, successors and assigns, may contact Lessee at any telephone number provided to Lessor, by placing voice telephone calls (including the use of automatic telephone dialing systems or prerecorded voice messaging) or, in the case of wireless telephones or other wireless devices, by sending email or automated (SMS) text messages.

Section 13.02. Binding Effect. This Agreement will inure to the benefit of and will be binding upon Lessor and Lessee and their respective successors and assigns.

Section 13.03. Severability. In the event any provision of this Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 13.04. Entire Agreement. This Agreement constitutes the entire agreement between Lessor and Lessee.

Section 13.05. Amendments. This Agreement may be amended, changed or modified in any manner by written agreement of Lessor and Lessee. Any waiver of any provision of this Agreement or any right or remedy hereunder must be affirmatively and expressly made in writing and will not be implied from inaction, course of dealing or otherwise.

Section 13.06. Execution in Counterparts. This Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument. There shall be only one original counterpart of this Agreement and it shall bear Lessor's original signature and be marked "Original." To the extent that this Agreement constitutes chattel paper (as that term is defined by Article 2A of the Uniform Commercial Code), a security or

ownership interest intended to be created through the transfer and possession of this Agreement can be done only by the transfer of such original bearing Lessor's original ink or electronic signature; provided that if there shall simultaneously exist both the "Paper Out" printed version and an electronic version of any Lease, then the "Paper Out" version bearing the legend "Original" applied by Lessor shall constitute the sole chattel paper original.

Section 13.07. Captions. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

Section 13.08. Applicable Law; Jury Trial. This Agreement will be governed by and construed in accordance with federal law and, to the extent not preempted by federal law, the laws of the State. TO THE EXTENT PERMITTED BY LAW, THE PARTIES HERETO, AFTER CONSULTING (OR HAVING HAD AN OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THIS AGREEMENT.

Section 13.09. Electronic Transactions. Lessee hereby consents to the use of electronic signatures and represents and warrants that its electronic signature on this Agreement or any related documents shall be unconditionally valid and legally enforceable, and agrees not to contest, call into question or otherwise challenge the validity or enforceability of any electronic signature (or the authority of the electronic signer to sign) or raise any of the foregoing as a defense or counterclaim. Lessor, in its sole discretion, may permit Lessee to electronically copy and/or deliver by telecopier or other electronic means of transmission an executed counterpart of this Agreement, and any document, schedule, amendment, addendum, supplement or agreement related hereto or executed in connection herewith. By so copying and/or delivering any such document, Lessee hereby represents and agrees (a) that such transmission constitutes due delivery of such executed document, (b) that the counterpart of such executed document as printed by the recipient, including Lessee's signature thereon, shall be deemed to constitute an original and shall be admissible in any court or other legal proceeding as an original, and (c) to deliver to Lessor, promptly on request, such document bearing Lessee's original "wet ink" signature; provided that neither delivery nor failure to deliver the document bearing Lessee's original "wet ink" signature shall limit or modify the representations and agreements set forth in clauses (a) and (b).

IN WITNESS WHEREOF, Lessor and Lessee have caused this Agreement to be executed in their corporate names by their duly authorized officers as of the date first above written.

LESSEE SIGNATURE	_____
	Name of Lessee
	By: _____
	Signature
	Print Name and Title: _____

LESSOR SIGNATURE	<u>TCF National Bank</u>
	Name of Lessor
	By: _____
	Signature
	Print Name and Title: _____

CERTIFICATE OF CLERK OR SECRETARY	I, the undersigned, do hereby certify that the officer of Lessee who executed the foregoing Agreement on behalf of Lessee and whose genuine signature appears thereon, (i) is the duly qualified and acting officer of Lessee as stated beneath his or her signature, (ii) is duly authorized to execute and deliver the foregoing Agreement on behalf of Lessee, and (iii) that the fiscal year of Lessee ends on the last day of September.		
	Signature: _____	Title: _____	Date: _____
	THE ABOVE CERTIFICATION MUST BE SIGNED BY THE CLERK OR SECRETARY OF LESSEE, AND THE CLERK OR SECRETARY MUST BE A DIFFERENT INDIVIDUAL THAN THE OFFICER SIGNING IN THE "LESSEE SIGNATURE" BOX.		



**SCHEDULE OF EQUIPMENT NO. ____ TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. ____**

The "Agreement": Schedule of Equipment No. _____ dated ____ (the "Schedule"), to Master Equipment Lease Purchase Agreement No. _____ dated as of _____
"Lessee"
"Lessor"
TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

- 1. Defined Terms.** All terms used herein have the meanings ascribed to them in the Agreement.
- 2. Equipment.** The Equipment included under this Schedule is comprised of the items described in the Equipment Description attached hereto as **Attachment 1**, together with all replacements, substitutions, repairs, restorations, modifications, attachments, accessions, additions and improvements thereof or thereto.
- 3. Payment Schedule.** The Rental Payments and Purchase Prices under this Schedule are set forth in the Payment Schedule attached as **Attachment 2** hereto.
- 4. Representations, Warranties and Covenants of Lessee.**
 - (a) Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Agreement are true and correct as though made on the date of commencement of Rental Payments on this Schedule.
 - (b) Lessee has experienced no material change in its financial condition or in the revenues expected to be utilized to meet Rental Payments due hereunder since the date of the most recent audited financial statements reviewed by Lessor.
 - (c) Lessee understands and acknowledges that Lessor has not acted and will not act as a fiduciary for Lessee or as Lessee's agent or municipal advisor; Lessor has not and will not provide financial, legal, tax, accounting or other advice to Lessee or to any financial advisor or placement agent engaged by Lessee with respect to this Schedule. Lessee, its financial advisor, placement agent or municipal advisor, if any, shall each seek and obtain its own financial, legal, tax, accounting and other advice with respect to this Schedule from its own advisors (including as it relates to structure, timing, terms and similar matters).
- 5. Certification as to Arbitrage and Tax Covenants.** Lessee hereby represents as follows:
 - (a) The estimated total costs of the Equipment listed in this Schedule, together with any costs of entering into this Schedule that are expected to be financed hereunder, will not be less than the total Principal Portion of the Rental Payments listed in this Schedule.
 - (b) The Equipment listed in this Schedule has been ordered or is expected to be ordered within six months of the commencement of this Schedule, and the Equipment is expected to be delivered and installed, and the Vendor fully paid, within eighteen months from the commencement of this Schedule.
 - (c) Lessee has not created or established, and does not expect to create or establish, any sinking fund or other similar fund (i) that is reasonably expected to be used to pay the Rental Payments listed in this Schedule, or (ii) that may be used solely to prevent a default in the payment of the Rental Payments listed in this Schedule.
 - (d) The Equipment listed in this Schedule has not been and is not expected to be sold or otherwise disposed of by Lessee, either in whole or in major part, prior to the last maturity of the Rental Payments listed in this Schedule.
 - (e) To the best of our knowledge, information and belief, the above expectations are reasonable.
 - (f) Lessee has not been notified of any listing or proposed listing of it by the Internal Revenue Service as an issuer whose arbitrage certificates may not be relied upon.
 - (g) Lessee will comply with all applicable provisions of the Internal Revenue Code of 1986, as amended, including without limitation Sections 103, 141 and 148 thereof, and the applicable regulations of the Treasury Department to maintain the exclusion of the interest components of Rental Payments from gross income for purposes of federal income taxation.
- 6. The Agreement.** This Schedule is hereby made as part of the Agreement, and Lessor and Lessee hereby ratify and confirm the Agreement. The terms and provisions of the Agreement (other than to the extent that they relate solely to other Schedules or Equipment listed on other Schedules) are hereby incorporated by reference and made a part hereof.

LESSEE SIGNATURE	_____ Name of Lessee
	By: _____ Signature
	Print Name and Title: _____

LESSOR SIGNATURE	<u>TCF National Bank</u> Name of Lessor
	By: _____ Signature
	Print Name and Title: _____



**ATTACHMENT 1 TO
SCHEDULE OF EQUIPMENT NO. _____ TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. _____**

EQUIPMENT DESCRIPTION

Description/Serial No./Model No.	Location	Total Cost
		\$

This Equipment Description shall be deemed to be supplemented by the descriptions of the Equipment included in the certificates of acceptance and payment requests submitted pursuant to the escrow agreement, if any, entered into among Lessor, Lessee and the escrow agent named therein, which descriptions shall be deemed to be incorporated herein.

Lessee:

By: _____



**ATTACHMENT 2 TO
SCHEDULE OF EQUIPMENT NO. _____ TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. _____**

PAYMENT SCHEDULE

Rental payments will be made in accordance with **Section 4.01** and this Payment Schedule.

LESSOR: TCF National Bank

LESSEE:

COMMENCEMENT DATE*: _____

INTEREST RATE: _____%

PAYMENT FREQUENCY:

The first Rental Payment shall be due [in advance/ in arrears] on the date that is [one / three / six / twelve] month(s) after the Commencement Date, and subsequent Rental Payments shall be due [monthly / quarterly / semi-annually / annually] on the same day of each [month / quarter / six month period / year] thereafter until paid in full.

<u>Payment Number</u>	<u>Rental Payment</u>	<u>Interest Portion</u>	<u>Principal Portion</u>	<u>Purchase Price</u>
-----------------------	-----------------------	-------------------------	--------------------------	-----------------------

Lessee:

By: _____

- * Lessee hereby authorizes Lessor to fill in the Commencement Date based on the earlier of the date that Lessor disburses funds to the Vendor of the Equipment following receipt of Lessee's executed acceptance certificate, or the date on which Lessor deposits funds for the purchase of the Equipment with an escrow agent.



**LESSEE'S CLOSING CERTIFICATE TO
SCHEDULE OF EQUIPMENT NO. _____
TO MASTER EQUIPMENT LEASE PURCHASE AGREEMENT
NO.**

The "Agreement": Schedule of Equipment No. _____ dated _____ (the "Schedule"), to Master Equipment Lease Purchase Agreement No. _____ dated as of _____
"Lessee"
"Lessor"
TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

I, the undersigned, the duly appointed, qualified and acting _____ (**Clerk or Secretary**) of the above-captioned Lessee, do hereby certify as of _____, 20____, as follows:

(1) Lessee did, at a meeting of the governing body of Lessee held _____, 20____, by motion duly made, seconded and carried, in accordance with all requirements of law, approve and authorize the execution and delivery of the above-referenced Agreement and the related escrow agreement, if any, on its behalf by the following named representatives of Lessee:

<u>Title</u>	<u>Printed Name</u>	<u>Signature</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

(2) The above-named representatives of Lessee held at the time of such authorization and holds at the present time the office designated above and the signature set forth opposite his or her name is the true and correct specimen of his or her genuine signature.

(3) The meeting of the governing body of Lessee at which the Agreement was approved and authorized to be executed was duly called, regularly convened and attended throughout by the requisite majority of the members thereof or by other appropriate official approval and that the action approving the Agreement and authorizing the execution thereof has not been altered or rescinded.

(4) No event or condition that constitutes, or with the giving of notice or the lapse of time or both would constitute, an Event of Default (as such term is defined in the Agreement) exists at the date hereof.

(5) All insurance required in accordance with the Agreement is currently maintained by Lessee.

(6) Lessee has, in accordance with the requirements of law, fully budgeted and appropriated sufficient funds for the current fiscal year to make the Rental Payments scheduled to come due during the Original Term and to meet its other obligations for the Original Term (as such terms are defined in the Agreement), and such funds have not been expended for other purposes.

(7) There is no proceeding pending or threatened in any court or before any governmental authority or arbitration board or tribunal that, if adversely determined, would adversely affect the transactions contemplated by the Agreement or the interest of Lessor or its assigns, as the case may be, in the Equipment.

(8) The Equipment has not been the subject of a referendum that failed to receive the approval of the voters of Lessee within the preceding four years.

(9) Lessee hereby designates the Agreement as a "qualified tax-exempt obligation" as defined in Section 265(b)(3)(B) of the Code. The aggregate face amount of all tax-exempt obligations (excluding private activity bonds other than qualified 501(c)(3) bonds) issued or to be issued by Lessee and all subordinate entities thereof during the current calendar year is not reasonably expected to exceed \$10,000,000. Lessee and all subordinate entities thereof will not issue in excess of \$10,000,000 of qualified tax-exempt obligations (including the Agreement but excluding private activity bonds other than qualified 501(c)(3) bonds) during the current calendar year without first obtaining an opinion of nationally recognized counsel in the area of tax-

exempt municipal obligations acceptable to Lessor that the designation of the Agreement as a "qualified tax-exempt obligation" will not be adversely affected.

(10) The Equipment is located at the following address: _____

(11) The Equipment is located in the following county:

(12) The correct billing address for Rental Payments is as follows:

Street Address: _____

Phone: _ Fax: _____

Email: _ Attention: _____

(13) The contact information of person responsible for preparing and filing Lessee's Form 8038-G or 8038-GC is as follows:

Name: _____

Street Address: _____

Phone: _ Fax: _____

Email: _____

(14) Lessee's Tax ID number is: _____.

IN WITNESS WHEREOF, I hereunto set my hand and the seal of the governing body of Lessee the day and year first above written.

Signature of Clerk or Secretary

Printed Name of Clerk or Secretary



**LESSEE'S PAYMENT INSTRUCTIONS
AND ACCEPTANCE CERTIFICATE TO
SCHEDULE OF EQUIPMENT NO. ____ TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. ____**

The "Agreement": Schedule of Equipment No. ____ dated ____ (the "Schedule"), to Master Equipment Lease Purchase Agreement No. ____ dated as of ____
"Lessee"
"Lessor"
TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

Ladies and Gentlemen:

In accordance with the Agreement, the undersigned Lessee hereby certifies and represents to, and agrees with, Lessor as follows:

(1) Lessee has reviewed and approved the invoice(s) referenced in the table below. Pursuant to the Agreement, Lessee hereby irrevocably authorizes and requests Lessor to make payment of the invoice(s) to the vendor(s), licensor(s) or designee(s) of licensor(s) of the Equipment. Lessee agrees that all terms and conditions of the Lease are in full force and effect and Lessee shall make all payments when and as required thereby.

Payee	Invoice Number	Amount
-------	----------------	--------

\$

	Total	\$
--	-------	----

(2) All of the Equipment has been, or if this Lease includes an escrow agreement, all of the Equipment will be, delivered, installed and accepted, and is located at the following address: 11880 Stoneybrook Golf Dr, Estero, FL 33928.

(3) Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes, except that if this Lease includes an escrow agreement, Lessee will conduct such inspection and/or testing of the Equipment prior to authorizing disbursement from the escrow fund for such Equipment.

(4) Lessee is currently maintaining, or if this Lease includes an escrow agreement, prior to Lessee's receipt of any Equipment, Lessee will maintain, the insurance coverage required by **Section 7.02** of the Agreement.

(5) No event or condition that constitutes, or with notice or lapse of time, or both, would constitute, an Event of Default (as defined in the Agreement) exists at the date hereof.

(6) We acknowledge that Lessor is neither the vendor nor manufacturer or distributor of the Equipment and has no control, knowledge or familiarity with the condition, capacity, functioning or other characteristics of the Equipment.

(7) The serial number for each item of Equipment that is set forth in the applicable Schedule is correct.



DATED: _____

Lessee:

By: _____



**ESSENTIAL USE CERTIFICATE TO
SCHEDULE OF EQUIPMENT NO. ____ TO
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. ____**

July 22, 2019

The "Agreement": Schedule of Equipment No. ____ dated ____ (the "Schedule"), to Master Equipment Lease Purchase Agreement No. ____ dated as of ____
"Lessee"
"Lessor"
TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926

I, _____, a duly elected, appointed, or designated representative of Stoneybrook Community Development District ("Lessee"), am qualified to answer the questions set forth below regarding the Equipment to be acquired by Lessee in connection with the above-referenced Agreement:

1. *What is the specific use of the Equipment?*

2. *What increased capabilities will the Equipment provide?*

3. *Why is the Equipment essential to your ability to deliver governmental services?*

4. *Does the Equipment replace existing equipment?*
(If so, please explain why you are replacing the existing equipment)

5. *Why did you choose this specific Equipment?*

6. *For how many years do you expect to utilize the Equipment?*

7. *What revenue source will be utilized to make Rental Payments due under the Agreement?*

Lessee:

By: _____



**INSURANCE COVERAGE DISCLOSURE TO
SCHEDULE OF EQUIPMENT NO. _____
TO MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. _____**

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Master Equipment Lease Purchase Agreement, Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

Insurance Company Liability:	Agent Name:	Business Phone # Fax Phone #
Insurance Company Property:	Agent Name:	Business Phone # Fax Phone #

to issue: (check to indicate coverage)

☒ a. All Risk Physical Damage Insurance on the Equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming TCF National Bank and/or its assigns as Loss Payee.

Coverage Required: \$

☒ b. Public Liability Insurance evidenced by a Certificate of Insurance naming TCF National Bank and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$1,000,000 per person
\$1,000,000 aggregate bodily injury liability
\$1,000,000 property damage liability.

Proof of insurance coverage will be provided to TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926, prior to the time that the Equipment is delivered to Lessee. Please fax a copy of the Certificate of Insurance or binder to Marisa Meyers at (866) 465-3149.

Lessee:

By: _____

OPINION OF COUNSEL

(To be on Attorney's Letterhead)

Date: July 30, 2019

Lessee:

TCF National Bank
1111 West San Marnan Dr, Suite A2 West

Lessor: Waterloo, IA 50701-8926

Re: Schedule of Equipment No. _____ to Master Equipment Lease Purchase Agreement No. _____, dated as of _____ by and between _____ and TCF National Bank.

Ladies and Gentlemen:

I have acted as counsel to Lessee with respect to the Schedule of Equipment No. _____ to Master Equipment Lease-Purchase Agreement described above and the related escrow agreement, if any, and all attachments, exhibits and schedules thereto (together, the "Lease") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Lease. Based upon the examination of these and such other documents as I deem relevant, it is my opinion that:

1. Lessee is a public corporation and political subdivision of the State of Florida (the "State") within the meaning of Section 103 of the Internal Revenue Code of 1986, as amended, is duly organized, existing and operating under the Constitution and laws of the State, and has a substantial amount of the following sovereign powers: (a) the power to tax, (b) the power of eminent domain, and (c) police power. The full, true and correct legal name of Lessee is _____.

2. Lessee is authorized and has power under State law to enter into the Lease and lease the equipment with an option to purchase, and to carry out its obligations thereunder and the transactions contemplated thereby. No further approval, consent or withholding of objection is required from any Federal, State or local governmental authority with respect to the entering into or performance by the Lessee of the Lease and the transaction contemplated thereby.

3. The Lease and the other documents described above have been duly authorized, approved, executed and delivered by and on behalf of Lessee, and the Lease is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal laws affecting remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.

4. Lessee has no authority (statutory or otherwise) to terminate the Lease prior to the end of its term for any reason other than pursuant to the terms of Section 3.03(a) and (b) of the Lease.

5. The authorization, approval and execution of the Lease and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all open meeting laws, public bidding laws and all other applicable State and Federal laws.

6. The execution of the Lease and the appropriation of moneys to pay the payments coming due under the Lease do not result in the violation of any constitutional, statutory or other limitation relating to the manner, form or amount of indebtedness which may be incurred by Lessee.

7. There is no litigation, action, suit, or proceeding pending or before any court, administrative agency, arbitrator or governmental body that challenges the organization or existence of Lessee; the authority of the Lessee or its officers; the proper authorization, approval and execution of the Lease and the other documents described above; the appropriation of monies to make Rental Payments under the Lease for the current fiscal year, or the ability of Lessee otherwise to perform its obligations under the Lease and the transactions contemplated thereby.

8. The equipment leased pursuant to the Lease constitutes personal property and when subject to use by Lessee will not be or become fixtures under applicable law.

9. The leasing of the equipment pursuant to the Lease is exempt from all sales, use and documentary stamp taxes against either Lessor or Lessee during the term of the Lease, and such equipment will be exempt from all state and local personal property or other ad valorem taxes.

This opinion of counsel may be relied upon by TCF National Bank and its successors and assigns.

Very truly yours,

RESOLUTION
MASTER EQUIPMENT LEASE PURCHASE AGREEMENT NO. _____
AND SCHEDULE NO. _____THERETO

A resolution authorizing the negotiation, execution, and delivery of Master Equipment Lease Purchase Agreement No. _____ dated _____ and Schedule No. _____ thereto, together with the related escrow agreement, if any (the "Lease"), in principal amount not to exceed \$ _____ between _____ and **TCF National Bank, 1111 West San Marnan Dr, Suite A2 West, Waterloo, IA 50701-8926**; and prescribing other details in connection therewith.

WHEREAS, _____, (the "Lessee") is a political subdivision duly organized and existing pursuant to the Constitution and laws of the State of _____; and

WHEREAS, Lessee is duly authorized by applicable law to acquire such items of personal property as are needed to carry out its governmental functions and to acquire such personal property by entering into lease-purchase agreements; and

WHEREAS, Lessee hereby finds and determines that the execution of a Lease for the purpose of leasing with the option to purchase the property designated and set forth in Schedule No. _____ to the Lease is appropriate and necessary to the function and operations of the Lessee; and

WHEREAS, TCF National Bank, (the "Lessor") shall act as Lessor under said Lease; and

WHEREAS, the Lease shall not constitute a general obligation indebtedness of the Lessee within the meaning of the Constitution and laws of the State;

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF _____

Section 1. The Lease, in substantially the form as presently before the governing body of the Lessee, is hereby approved, and the _____ of the Lessee, is hereby authorized to negotiate, enter into, execute, and deliver the Lease and related documents in substantially the form as presently before the governing body of the Lessee, with such changes therein as shall be approved by such officer, and which Lease will be available for public inspection at the offices of Lessee.

Section 2. The Lessee shall, and the officers, agents and employees of the Lessee are hereby authorized and directed to take such further action and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution, and to carry out, comply with and perform the duties of the Lessee with respect to the Lease.

Section 3. The Lessee's obligations under the Lease shall be expressly subject to annual appropriation by Lessee; and such obligations under the Lease shall not constitute a general obligation of Lessee or indebtedness of Lessee within the meaning of the Constitution and laws of the State of _____.

Section 4. All other related contracts and agreements necessary and incidental to the Lease are hereby authorized, ratified and approved.

Section 5. Lessee reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year and hereby designates the Lease as a "qualified tax-exempt obligation" for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

CERTIFIED AS TRUE AND CORRECT this _____ day of _____, 20____.

Signature of Clerk, Secretary or Assistant Secretary

Printed Name of Clerk, Secretary or Assistant Secretary

Information Return for Tax-Exempt Governmental Bonds^a Under Internal Revenue Code section 149(e)^a See separate instructions.**Caution:** If the issue price is under \$100,000, use Form 8038-GC.^a Go to www.irs.gov/F8038G for instructions and the latest information.

OMB No. 1545-0720

Part I Reporting Authority		If Amended Return, check here ^a ☐	
1 Issuer's name		2 Issuer's employer identification number (EIN)	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a	
4 Number and street (or P.O. box if mail is not delivered to street address)	Room/suite	5 Report number (For IRS Use Only)	
6 City, town, or post office, state, and ZIP code		7 Date of issue	
8 Name of issue		9 CUSIP number	
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions)		10b Telephone number of officer or other employee shown on 10a	

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14		
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ^a _____	18		
19a If bonds are TANs or RANs, check only box 19a ^a ☐			
b If bonds are BANs, check only box 19b ^a ☐			
20 If bonds are in the form of a lease or installment sale, check box ^a ☐			

Part III Description of Bonds. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21		\$	\$	years	%

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)				
22	Proceeds used for accrued interest	22		
23	Issue price of entire issue (enter amount from line 21, column (b))	23		
24	Proceeds used for bond issuance costs (including underwriters' discount)	24		
25	Proceeds used for credit enhancement	25		
26	Proceeds allocated to reasonably required reserve or replacement fund	26		
27	Proceeds used to refund prior tax-exempt bonds. Complete Part V	27		
28	Proceeds used to refund prior taxable bonds. Complete Part V	28		
29	Total (add lines 24 through 28)	29		
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)	30		

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31	Enter the remaining weighted average maturity of the tax-exempt bonds to be refunded . . . ^a _____ years
32	Enter the remaining weighted average maturity of the taxable bonds to be refunded . . . ^a _____ years
33	Enter the last date on which the refunded tax-exempt bonds will be called (MM/DD/YYYY) . . ^a _____
34	Enter the date(s) the refunded bonds were issued ^a (MM/DD/YYYY)

Part VI Miscellaneous

- 35** Enter the amount of the state volume cap allocated to the issue under section 141(b)(5) **35**
- 36a** Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC). See instructions **36a**
- b** Enter the final maturity date of the GIC ^a (MM/DD/YYYY) _____
- c** Enter the name of the GIC provider ^a _____
- 37** Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units **37**
- 38a** If this issue is a loan made from the proceeds of another tax-exempt issue, check box ^a ☐ and enter the following information:
- b** Enter the date of the master pool bond ^a (MM/DD/YYYY) _____
- c** Enter the EIN of the issuer of the master pool bond ^a _____
- d** Enter the name of the issuer of the master pool bond ^a _____
- 39** If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box ^a ☐
- 40** If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box ^a ☐
- 41a** If the issuer has identified a hedge, check here ^a ☐ and enter the following information:
- b** Name of hedge provider ^a _____
- c** Type of hedge ^a _____
- d** Term of hedge ^a _____
- 42** If the issuer has superintegrated the hedge, check box ^a ☐
- 43** If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box ^a ☐
- 44** If the issuer has established written procedures to monitor the requirements of section 148, check box ^a ☐
- 45a** If some portion of the proceeds was used to reimburse expenditures, check here ^a ☐ and enter the amount of reimbursement ^a _____
- b** Enter the date the official intent was adopted ^a (MM/DD/YYYY) _____

Signature and

Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.

Consent

Principal officer or authorized representative	Preparer's signature	Date	Date	Type or print name and title if self-employed	PTIN
--	----------------------	------	------	---	------

Paid Preparer Use Only

Firm's name ^a	Firm's EIN ^a
Firm's address ^a	Phone no.



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: March 26, 2020

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

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

BACKGROUND

The City has adopted a system for disposing of surplus personal property that is for the common benefit of the City, and that ensures the City recoups the highest revenues for the property.

Pursuant to Section 2.20.120(a) of the City's Municipal Code ("Code"), at such times as determined by the purchasing officer, reports shall be prepared showing all supplies and equipment which are no longer used or which have become obsolete or worn out. The purchasing officer shall have the authority to sell, trade or exchange all supplies and equipment. All surplus property valued at more than five hundred (\$500.00) dollars requires a council resolution declaring it surplus. Additionally, Section 2.20.120(b)(3) of the Code states the purchasing officer is hereby authorized to dispose of surplus goods which are not used or needed or which have become unsuitable for city use. Such goods may be disposed of by any of the following procedures; sold at public auction conducted by a professional auctioneer.

DISCUSSION

The City fleet shows 3 vehicles which have been replaced by newer vehicles that the City now leases through Enterprise Fleet Management. Those vehicles are:

YEAR	MAKE	MODEL/ DESCRIPTION	GAS, HYBRID OR CNG	VIN
2004	Chevy	Tahoe	Gas	1GNEC13434R215164
2007	Ford	Escape	Hybrid	1FMCU49H27KB37369
2007	Ford	Escape	Hybrid	1FMCU49H77KA91635

Staff recommends that the City Council declare the vehicles as surplus and authorize disposal of said items. The City's purchasing officer has determined that the auction process will allow the City to recoup a greater amount of revenue from the sale than selling the vehicles through the informal bidding process, and will require the use of less valuable City resources, including staff time.

One of the many services that Enterprise Fleet Management provides is the ability to take surplus vehicles and sell them through the auction process. This is the same process that the City has used in the past with another vendor. Enterprise Fleet Management will charge a service fee of \$300 for each vehicle that is auctioned off. The service fee noted also includes picking the vehicles up from the City locations and transporting to the facility for auction.

FISCAL IMPACT

The expected General Fund revenue from the sale of these vehicles is \$2,000 - \$4,600 total.

RECOMMENDATION

It is recommended that the City Council: (1) adopt Resolution No. 20-5550 declaring as surplus property, three vehicles in the City's fleet, authorizing the sale of the surplus vehicles at auction; and (2) authorize the City Manager to execute the Agreements on behalf of the City.

ATTACHMENTS

Attachment "A":	Resolution No. 20-5550
Attachment "B":	Assignment Agreement
Attachment "C":	Consignment Agreement

RESOLUTION NO. 20-5550

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, DECLARING AS SURPLUS PROPERTY THREE VEHICLES IN THE CITY'S FLEET, AUTHORIZING THE SALE OF THE SURPLUS VEHICLES AT AUCTION, AND APPROVING AN ASSIGNMENT AGREEMENT AND CONSIGNMENT AGREEMENT WITH ENTERPRISE FLEET MANAGEMENT FOR THE SALE OF THE VEHICLES

WHEREAS, in accordance with the provisions of Government Code Section 37350, the City is permitted to dispose of personal property for the common benefit; and

WHEREAS, the City has adopted a system for disposing of surplus personal property that is for the common benefit of the City, and that ensures the City recoups the highest revenues for the property; and

WHEREAS, pursuant to Section 2.20.120(a) of the City's Municipal Code ("Code"), at such times as determined by the purchasing officer, reports shall be prepared showing all supplies and equipment which are no longer used or which have become obsolete or worn out. The purchasing officer shall have the authority to sell, trade or exchange all supplies and equipment. All surplus property valued at more than five hundred (\$500.00) dollars requires a council resolution declaring it surplus; and

WHEREAS, pursuant to Section 2.20.120(b)(3) of the City's Code, the purchasing officer is hereby authorized to dispose of surplus goods which are not used or needed or which have become unsuitable for city use. Such goods may be disposed of by any of the following procedures; sold at public auction conducted by a professional auctioneer; and

WHEREAS, the City currently has three vehicles in its fleet that have reached the end of their useful life, and have been replaced. Therefore, staff recommends that the City Council declare the vehicles as surplus, and authorize disposal of said items. A description of each of the vehicles is attached hereto as Exhibit 1, and is incorporated herein by reference; and

WHEREAS, the City's purchasing officer has determined that the auction process will allow the City to recoup a greater amount of revenue from the sale than selling the vehicles and will require the use of less valuable City resources, including staff time.

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

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

SECTION 2. Given the age the age and mileage of each of the vehicles set forth in Exhibit A, and the costs associated with the maintenance of said vehicles, the City Council hereby declares the three vehicles as surplus property.

SECTION 3. That pursuant to Section 2.20.120(b)(3) of the City's Municipal Code, the City Council hereby authorizes to dispose of surplus goods which are not used or needed or which have become unsuitable for city use. Such goods as set forth in Exhibit 1 may be disposed of by any of the following procedures; sold at public auction conducted by a professional auctioneer.

SECTION 4. That the City Council approves the assignment and consignment agreements with Enterprise Fleet Management for the sale of the surplus vehicles at auction.

SECTION 5. That the City Council authorizes the City Manager to execute the agreements necessary to facilitate said sale(s), subject to approval as to form by the City Attorney, and any other ancillary documents that may be necessary to carry out this Resolution.

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

PASSED, APPROVED AND ADOPTED this 26th day of March 2020, by the following vote:

AYES:	COUNCILMEMBER:
NOES:	COUNCILMEMBER:
ABSENT:	COUNCILMEMBER:
ABSTAIN:	COUNCILMEMBER:

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk

EXHIBIT 1

**LIST OF SURPLUS VEHICLES
2020**

YEAR	MAKE	MODEL/ DESCRIPTION	GAS, HYBRID OR CNG	VIN
2004	Chevy	Tahoe	Gas	1GNEC13434R215164
2007	Ford	Escape	Hybrid	1FMCU49H27KB37369
2007	Ford	Escape	Hybrid	1FMCU49H77KA91635

AGREEMENT TO SELL CUSTOMER VEHICLES

THIS AGREEMENT is entered into by and among the entities set forth on the attached Schedule 1 (hereinafter each an "Enterprise Entity" and collectively the "Enterprise Entities") and Enterprise Fleet Management, Inc. (hereinafter referred to as "EFM") (the "Enterprise Entities" and "EFM" shall collectively be referred to as "Enterprise") on the one hand and City of La Puente (hereinafter referred to as "CUSTOMER"), on the other hand on this ____ day of _____, 2020 (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise FM Trust and CUSTOMER have entered into an agreement whereby Customer has agreed to lease certain vehicles set forth in the agreement between Customer and Enterprise FM Trust;
- B. EFM is the servicer of the lease agreement between Enterprise FM Trust and Customer;
- C. Enterprise, from time to time, sells vehicles at wholesale auctions and other outlets; and
- D. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. **Right to Sell:** Enterprise shall have the non-exclusive right to sell any Vehicles assigned to Enterprise by CUSTOMER, or under consignment from Customer to Enterprise, as the case may be dependent upon applicable law in the jurisdiction in which the Vehicle is to be sold. For Vehicles to be sold under assignment, Customer shall assign the title to Enterprise and deliver the assigned title to Enterprise with the Vehicle. For Vehicles to be sold under consignment, Customer shall execute a consignment agreement granting Enterprise power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER.
2. **Additional Documentation:** Where necessary, CUSTOMER shall execute any and all additional documentation, required to effectuate the sale of Vehicle(s).
3. **Service Fee:** For each Vehicle sold, the CUSTOMER shall pay Enterprise an administrative fee of the lesser of \$ 300.00 or the maximum permitted by law ("Service Fee").
4. **Sales Process:** Enterprise shall use reasonable efforts in its sole discretion to sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise. Enterprise shall have full discretion to accept any bid at or above the designated minimum bid or BTBA. Absent any such minimum bid or BTBA, Enterprise shall have full discretion to accept any bid on a Vehicle.
5. **Time for Payment:**
 - (a) No later than twenty-one (21) business days after the collection of funds by Enterprise for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes in its sole discretion that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.

6. Indemnification and Hold Harmless: Except as otherwise provided herein, CUSTOMER agrees to indemnify, defend and hold EFM and each Enterprise Entity and their parents and affiliated entities, employees and agents harmless to the extent any loss, damage, or liability arises from EFM or any Enterprise Entity's use or operation of a vehicle and for the negligence or willful misconduct of Customer, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.
7. Risk of Loss: Notwithstanding anything to the contrary hereunder, CUSTOMER shall assume all risk of loss for damage to or loss of any Vehicle or any part or accessory regardless of fault or negligence of CUSTOMER, Enterprise, EFM or any other person or entity or act of God.
8. Liens, Judgments, Titles and Defects: CUSTOMER represents and warrants it holds full legal title to each such Vehicle, title to each such Vehicle is clean and not subject to being branded for any reason, or requires any form of additional disclosure to a purchaser and that there are no open recalls on each such Vehicle. CUSTOMER shall defend, indemnify and hold Enterprise, EFM, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Neither EFM nor Enterprise assume responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold EFM, Enterprise, their parents, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by EFM, Enterprise, their employees or officers.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, EFM or Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by EFM or Enterprise while selling Vehicle from said funds. EFM or Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: EFM, Enterprise and CUSTOMER shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall maintain and provide proof of Automobile Liability Insurance until the later of title transfer to purchaser of Vehicle or transfer of sales proceeds to Customer covering liability arising out of maintenance, use or operation of any Vehicle (owned, hired and non-owned) under this Agreement, with limits of not less than one million dollars (\$1,000,000) per occurrence for bodily injury and property damage. EFM, Enterprise, and their subsidiaries and affiliates are to be named as Additional Insureds. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance or other means of owner's financial responsibility applicable to EFM or Enterprise. CUSTOMER must waive and must require that its insurer waive its right of subrogation against EFM and Enterprise and their affiliates, employees, successors and permitted assigns on account of any and all claims CUSTOMER may have against EFM or Enterprise with respect to insurance actually carried or required to be carried pursuant to this Agreement.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: EXCEPT TO THE EXTENT A PARTY HERETO BECOMES LIABLE FOR ANY DAMAGES OF THE TYPES DESCRIBED BELOW TO A THIRD PARTY AS A RESULT OF A THIRD PARTY CLAIM AND SUCH PARTY IS ENTITLED TO INDEMNIFICATION WITH RESPECT THERETO UNDER THE PROVISIONS OF THIS AGREEMENT, IN NO EVENT SHALL EITHER PARTY HEREUNDER BE LIABLE TO OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF GOODWILL, LOSS OF PROFITS OR REVENUES, LOSS OF SAVINGS AND/OR INTERRUPTIONS OF BUSINESS), EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.

18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.
19. Independent Contractor: EFM and Enterprise shall perform the services hereunder as an independent contractor of Customer and no term of this Agreement shall be deemed or construed to render CUSTOMER and EFM or Enterprise as joint venturers or partners.
20. Unsold Vehicles: Should such Vehicle not sell, Customer shall pick up Vehicle within five (5) business days of being provided notice that the Vehicle has not been sold and, for Vehicles assigned to Enterprise by Customer, Enterprise shall assign title back to CUSTOMER.

“ENTERPRISE”

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

“CUSTOMER”

Signature: _____

Printed Name: **Robert Lindsey**

Title: **City Manager**

Date Signed: _____, _____

Schedule 1

- Enterprise Leasing Company of STL, LLC

Enterprise Leasing Company of Georgia, LLC

Enterprise Leasing Company of Florida, LLC

Enterprise Leasing Company of KS LLC

EAN Holdings, LLC

Enterprise Leasing Company of Orlando, LLC

Enterprise Leasing Company of Indianapolis, LLC

Enterprise Rent-A-Car Company of Boston, LLC

Enterprise Leasing Company of Denver, LLC

Enterprise Leasing Company of Chicago, LLC

Enterprise RAC Company of Maryland, LLC

Enterprise Leasing Company of Philadelphia, LLC

Enterprise RAC Company of Baltimore, LLC

Enterprise Leasing Company of Minnesota, LLC

Enterprise Leasing Company of Detroit, LLC

Enterprise Leasing Co of Norfolk/ Richmond, LLC

Enterprise Rent-A-Car Co of San Francisco, LLC

ELRAC, LLC

SNORAC, LLC
- Enterprise Rent-A-Car Company of Sacramento, LLC

Enterprise Rent-A-Car Company of Los Angeles, LLC

Enterprise RAC Company of Cincinnati, LLC

CLERAC, LLC

Enterprise Rent-A-Car Company of Pittsburgh, LLC

Enterprise Rent-A-Car Company of Wisconsin, LLC

Enterprise Rent-A-Car Company of UT, LLC

CAMRAC, LLC

Enterprise Rent-A-Car Company of Rhode Island, LLC

Enterprise Leasing Company of Phoenix, LLC

Enterprise Leasing Company- Southeast, LLC

Enterprise Leasing Company- West, LLC

Enterprise Leasing Company- South Central, LLC

PENRAC, LLC

Enterprise Rent-A-Car Company of KY, LLC

Enterprise Rent-A-Car Company - Midwest, LLC

Enterprise RAC Company of Montana/Wyoming, LLC

CONSIGNMENT AUCTION AGREEMENT

THIS AGREEMENT is entered into by and between Enterprise Fleet Management, Inc. a Missouri Corporation (hereinafter referred to as "Enterprise") and City of La Puente (hereinafter referred to as "CUSTOMER") on this ____ day of _____, 2020 (hereinafter referred to as the "Execution Date").

RECITALS

- A. Enterprise is in the business of selling previous leased and rental vehicles at wholesale auctions; and
- B. The CUSTOMER is in the business of local government.
- C. The CUSTOMER and Enterprise wish to enter into an agreement whereby Enterprise will sell at wholesale auction, CUSTOMER's vehicles set forth on Exhibit A, attached hereto and incorporated herein, as supplemented from time to time (collectively, the "Vehicles").

NOW, THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth, the parties agree as follows:

TERMS AND CONDITIONS

1. **Right to Sell:** Enterprise shall have the non-exclusive right to sell any Vehicles consigned to Enterprise by a CUSTOMER within the Geographic Territory.
2. **Power of Attorney:** CUSTOMER appoints Enterprise as its true and lawful attorney-in-fact to sign Vehicle titles on behalf of CUSTOMER for transfer of same and hereby grant it power in any and all matters pertaining to the transfer of Vehicle titles and any papers necessary thereto on behalf of CUSTOMER. The rights, powers and authorities of said attorney-in-fact granted in this instrument shall commence and be in full force and effect on the Execution Date, and such rights, powers and authority shall remain in full force and effect thereafter until terminated as set forth herein.
3. **Assignments:** Vehicle assignments may be issued to Enterprise by phone, fax, or electronically.
4. **Service Fee:** For each Vehicle sold, the CUSTOMER shall pay Enterprise a fee of \$ 300.00 ("Service Fee") plus towing at prevailing rates.
5. **Sales Process:** Enterprise shall use reasonable efforts sell each Vehicle. CUSTOMER may, at its discretion, place a Minimum Bid or Bid to be Approved (BTBA) on any Vehicle by providing prior written notification to Enterprise.
6. **Time for Payment:**
 - (a) No later than ten (10) business days after the collection of funds for the sale of a Vehicle, Enterprise will remit to the CUSTOMER an amount equal to the Vehicle sale price minus any seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle, regardless of whether the purchaser pays for the Vehicle.
 - (b) Enterprise's obligations pursuant to Section 6(a) shall not apply to Vehicle sales involving mistakes or inadvertences in the sales process where Enterprise reasonably believes that fairness to the buyer or seller justifies the cancellation or reversal of the sale. If Enterprise has already remitted payment to CUSTOMER pursuant to Section 6(a) prior to the sale being reversed or cancelled, CUSTOMER agrees to reimburse Enterprise said payment in full. Enterprise will then re-list the Vehicle and pay CUSTOMER in accordance with this Section 6. Examples of mistakes or inadvertences include, but are not limited, to Vehicles sold using inaccurate or incomplete vehicle or title descriptions and bids entered erroneously.
7. **Indemnification and Hold Harmless:** Enterprise and CUSTOMER agree to indemnify, defend and hold each other and its parent, employees and agents harmless to the extent any loss, damage, or liability arises from the negligence or willful misconduct of the other, its agents or employees, and for its breach of any term of this Agreement. The parties' obligations under this section shall survive termination of this Agreement.

8. Liens, Judgments, Titles and Defects: CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon, or resulting from any judgments, liens or citations that were placed on the Vehicle, defects in the Vehicle's title, or mechanical or design defects in the Vehicle.
9. Odometer: Enterprise assumes no responsibility for the correctness of the odometer reading on any Vehicle and the CUSTOMER shall defend, indemnify and hold Enterprise its parent, employees and agents harmless from and against any and all claims, expenses (including reasonable attorney's fees), suits and demands arising out of, based upon or resulting from inaccuracy of the odometer reading on any Vehicle or any odometer statement prepared in connection with the sale of any Vehicle, unless such inaccuracy is caused by an employee, Enterprise, or officer of Enterprise.
10. Bankruptcy: Subject to applicable law, in the event of the filing by CUSTOMER of a petition in bankruptcy or an involuntary assignment of its assets for the benefit of creditors, Enterprise may accumulate sales proceeds from the sale of all Vehicles and deduct seller fees, auction fees, Service Fees, towing costs, title service fees, enhancement fees and any expenses incurred by Enterprise while selling Vehicle from said funds. Enterprise will thereafter remit to CUSTOMER the net proceeds of said accumulated sales proceeds, if any.
11. Compliance with Laws: Enterprise shall comply with all federal, state, and local laws, regulations, ordinances, and statutes, including those of any state motor vehicle departments, department of insurance, and the Federal Odometer Act.
12. Insurance: CUSTOMER shall obtain and maintain in force at all times during the term of this Agreement and keep in place until each Vehicle is sold and title is transferred on each Vehicle, automobile third party liability of \$1,000.000 per occurrence and physical damage coverage on all Vehicles. This insurance shall be written as a primary policy and not contributing with any insurance coverage or self-insurance applicable to Enterprise.
13. Term: This agreement is effective on the Execution Date and shall continue until such time as either party shall notify the other party with thirty (30) days prior written notice to terminate the Agreement with or without cause.
14. Modification: No modification, amendment or waiver of this Agreement or any of its provisions shall be binding unless in writing and duly signed by the parties hereto.
15. Entire Agreement: This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, promises, representations, understandings, and negotiations, whether written or oral, with respect to the subject matter hereto.
16. Liability Limit: In the event Enterprise is responsible for any damage to a Vehicle, Enterprise's liability for damage to a Vehicle in its possession shall be limited to the lesser of: (1) the actual cost to repair the damage to such vehicle suffered while in Enterprise's possession; or (2) the negative impact to the salvage value of such vehicle. Enterprise shall not be liable for any other damages to a Vehicle of any kind, including but not limited to special, incidental, consequential or other damages.
17. Attorney's Fees: In the event that a party hereto institutes any action or proceeding to enforce the provisions of this Agreement, the prevailing party shall be entitled to receive from the losing party reasonable attorney's fees and costs for legal services rendered to the prevailing party.
18. Authorization: Each party represents and warrants to the other party that the person signing this Agreement on behalf of such party is duly authorized to bind such party.

“ENTERPRISE”

Signature: _____

Printed Name: _____

Title: _____

Date Signed: _____, _____

“CUSTOMER”

Signature: _____

Printed Name: Robert Lindsey

Title: City Manager

Date Signed: _____, _____



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: March 26, 2020

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services
Hector Hernandez, Management Analyst

SUBJECT: CONSIDERATION OF A RESOLUTION RESCINDING RESOLUTION NO. 19-5535 AND AMENDING THE COMPREHENSIVE PERSONNEL SYSTEM FOR FULL-TIME POSITIONS TO ADD ONE FULL TIME OFFICE SPECIALIST POSITION FOR THE DURATION OF THE EMERGENCY RESPONSE TO COVID-19

BACKGROUND

The City of La Puente, on July 1st of each year, adopts salary resolutions for full-time and part-time employees to authorize positions and salary ranges to ensure adequate staffing for the fiscal year. On July 1, 2019 the City Council adopted Resolution No. 19-5494 establishing the number of authorized full-time positions and salary ranges for City employees.

On August 13, 2019, the City Council amended Resolution No. 19-5494 and approved Resolution No. 19-5506 which added the Communications/Information Technology Analyst position to the City's authorized full-time staff.

On November 11, 2019, the City Council amended Resolution No. 19-5506 and approved Resolution No. 19-5526 which added the Maintenance Lead position to the City's authorized full-time staff.

On February 11, 2020, the City Council amended Resolution No. 19-5526 and approved Resolution No. 20-5535 which added the Community Services Supervisor position to the City's authorized full-time staff.

DISCUSSION

The City is currently responding to the local emergency caused by COVID-19. With that being said, the City is looking for ways to ensure that the facilities functioning during this emergency are adequately staffed. The City is looking to create a position to provide additional temporary office support. The City is looking to create one full-time Office Specialist position. This position would offer the City Manager Department a person who performs a range of office support activities for the City and provides back-up clerical assistance for other City Hall departments, including special

projects such as translation of press releases, agenda packets, and other correspondences. Additionally, the position will only be available as long as the local emergency response to COVID-19 is in place.

FISCAL IMPACT

The addition of the full-time Office Specialist position is projected to cost an additional \$19,700.00 for salaries and benefits for the remainder of the fiscal year. The position will be funded using the General Fund (100).

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 20-5551 rescinding Resolution No. 19-5535 and approving authorized full-time positions and salary ranges.

ATTACHMENTS

Attachment "A": Resolution No. 20-5551

Attachment "B": Office Specialist (FT) Job Description

RESOLUTION NO. 20-5551

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, RESCINDING RESOLUTION NO. 19-5535 AND AMENDING THE COMPREHENSIVE PERSONNEL SYSTEM AND ESTABLISHING THE NUMBER OF AUTHORIZED FULL-TIME POSITIONS AND MONTHLY SALARY RANGES FOR CITY EMPLOYEES

WHEREAS, the City aims to provide adequate staffing to all departments during the emergency response to COVID-19; and

WHEREAS, one Office Specialist position and salary range will be added to the Classified Non-Exempt class; and

WHEREAS, all other full-time positions will remain the same for the remainder of the 2019-2020 fiscal year as previously approved by the City Council; and

WHEREAS, the City Council wishes to rescind Resolution 19-5535 to establish the number of authorized full-time positions and monthly salary ranges for City employees for Fiscal Year 2019-2020 fiscal year, effective March 26, 2020.

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

SECTION 1. Effective March 26, 2020, Resolution 19-5535 is hereby rescinded.

SECTION 2. The salary ranges and position title of Unclassified Management Exempt, Exempt At-Will, Classified Exempt authorized positions are as follows:

A. Unclassified Management Exempt Positions	Authorized Positions	Range	Monthly Salary Steps A - F
City Manager	1	Contract	15,417 – 17,917

B. Exempt, At-Will	Authorized Positions	Range	Monthly Salary Steps A – F
Director of Administrative Services	1	A11	12,411 – 16,146
Director of Development Services	1	A10	11,820 – 15,377
Director of Community Services	1	A8	9,343 – 13,313
Assistant City Engineer	1	A4	7,663 – 9,969
City Clerk	1	A4	7,663 – 9,969
Finance Manager	1	A3	7,162 – 9,317
Code Enforcement Manager	1	A3	7,162 – 9,317
D. Classified, Exempt Positions	Authorized Positions	Range	Monthly Salary Steps A – E
Senior Planner	1	E8	6,472 – 7,868
Maintenance Superintendent	1	E8	6,472 – 7,868
Code Enforcement Supervisor	1	E6	5,870 – 7,137
Communications/ Information Technology Analyst	1	E6	5,870 – 7,137
Principal Accountant	1	E6	5,870 – 7,137
Community Engagement Supervisor	1	E5	5,591 – 6,797
Management Analyst	1	E5	5,591 – 6,797
Assistant Planner	1	E4	5,325 – 6,473
Maintenance Supervisor	1	E3	5,071 – 6,165
Community Service Supervisor	1	E3	5,071 – 6,165
Management Assistant	1	E2	4,830 – 5,871

SECTION 3. The salary ranges and position title of Classified, Non-Exempt authorized positions are as follows:

F. Classified, Non-Exempt Positions	Authorized Positions	Range	Monthly Salary Step A - E
Rehabilitation/Grants Specialist	1	N22	5,172 – 6,288
Community Services Coordinator	2	N20	4,691 – 5,704
Accounting Technician II	1	N20	4,691 – 5,704
Administrative Assistant	1	N19	4,468 – 5,432
Maintenance Lead	1	N19	4,468 – 5,432
Accounting Technician	1	N18	4,255 – 5,173
Maintenance Worker	2	N17	4,053 – 4,927
Accounting Assistant	2	N16	3,860 – 4,692
Community Services Specialist	2	N15	3,676 – 4,469
Office Specialist	1	N14	3,501 – 4,255

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

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

PASSED, APPROVED AND ADOPTED this 26th day of March 2020, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk



Office Specialist (FT)

Department/Division:	City Manager
Reports To:	City Manager
Provides Direction To:	Not Applicable
Exemption Status/Pay Structure:	Classified Non-Exempt
Date Prepared:	March 26, 2020

GENERAL PURPOSE

Under general supervision, assists in performing a variety of office support functions, including clerical, cashiering, customer service, recordkeeping, translation, and program support functions; and performs related duties as required.

DURATION OF ASSIGNMENT

This is a temporary, full-time position that will last as long as the COVID-19 emergency response is active. The duration of the assignment is based on the emergency response to COVID-19. After the City is no longer in a local emergency, the position will be terminated.

CLASS CHARACTERISTICS

The Office Specialist performs a range of office support activities for the Administrative Services Department and provides back-up clerical assistance for other City Hall departments, including special projects. This position is distinguished from the Administrative Assistant which requires greater knowledge of administrative practices, problem-solving, and interfaces with Commissions and department heads in completing more complex assignments.

ESSENTIAL FUNCTIONS

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

1. Assists public with questions related to services and programs; receives, refers, and directs callers and visitors to appropriate departments and personnel.
2. Processes payments for parking citations, building permits, and bus pass sales.

ESSENTIAL FUNCTIONS (continued)

3. Assists with the reproduction and distribution of City Council and Commission
4. Receives and records business license renewal payments; organizes new files and mails business license applications.
5. Assists with the tracking and processing of passports applications.
6. agenda packets and records.
7. Translates press releases, agenda packets, and other correspondences.
8. Organizes, copies, and archives documents.
9. Scans parking citations and other records.
10. Prepares basic correspondence and follow-up notes.

QUALIFICATIONS GUIDELINES

Knowledge of:

Office practices and procedures, including the use of standard office equipment, basic record keeping practices, basic math, proficient in Spanish or other language, cashiering procedures; records administration practices; customer service techniques.

Ability to:

Operate a computer using word processing and spreadsheet software; type accurately at a speed necessary to meet the requirements of the position; organize and maintain office records and specialized files; compose routine correspondence from brief instructions; communicate clearly and effectively orally and in writing; understand and follow written and oral instructions; prepare clear, accurate and concise records and reports; use tact and discretion in dealing with sensitive situations and concerned people and customers; establish and maintain effective working relationships with staff, management, and others encountered in the course of work.

Education/Training/Experience:

A typical way of obtaining the knowledge, skills and abilities outlined above is high school graduation or G.E.D. equivalent and six months to one year of increasingly responsible office administrative or customer service work; or an equivalent combination of training and experience.

Licenses, Certificates; Special Requirements:

Depending upon position assignment, a valid Class C California driver's license and the ability to maintain insurability under the City's Vehicle Insurance Policy. Must be able to provide a valid work permit.

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

Physical Demands

While performing the duties of this class, the employee is constantly required to sit, and occasionally to stand and walk. Finger dexterity and light grasping is required to handle, feel, or operate computer hardware and standard office equipment; and reach with hands and arms above and below shoulder level. The employee occasionally bends, stoops, lifts, and carries records and documents, frequently weighing less than 20 pounds. Occasionally, the employee may move file boxes weighing up to 50 pounds

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

Mental Demands

While performing the duties of this class, employees are regularly required to use written and oral communication skills; read and interpret data, information and documents; analyze and solve problems; observe and interpret situations; learn and apply new information or skills; work on multiple, concurrent tasks while meeting deadlines; and interact with management, staff, contractors, vendors, and the general public.

WORK ENVIRONMENT

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



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: March 26, 2020

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director

SUBJECT: CONSIDERATION OF AWARD OF CONTRACT TO ACE FENCE COMPANY FOR MAINTENANCE YARD AND BATTING CAGE FENCING IN THE AMOUNT OF \$166,904.00

BACKGROUND

At the City Council meeting of August 27, 2019, the Council approved Resolution No. 19-5515 approving the application for Grant Funds with the California Natural Resources Agency for the proposed La Puente Park renovations, as part of the implementation of the Park Master Plan ("PMP"). With the support of Assembly Majority Leader Ian Calderon, the State Legislature and Governor recently approved an additional grant of \$1.2 million for the City to begin the implementation of the PMP.

At the City Council meeting of January 28, 2020, the Council awarded award a construction contract to Leonida Builders, Inc. for sewer and park improvements on the west side of La Puente Park. The project is currently underway and includes upsizing the existing sewer line pipe that serves the facilities in the park, construction of an additional sewer line in the middle of the park to tie into the sewer main line pipe in Temple Avenue, connecting the two parking lots along Hacienda Boulevard and the reconfiguration of the existing parking layout to provide for additional parking spots. The project also includes new hardscape and landscape treatments above the new sewer line as well as the area abutting the existing parking lots on Hacienda Boulevard, electrical improvements, drainage improvements and new athletic field lighting.

DISCUSSION

On February 19, 2020, the City issued a notice inviting informal bids for the Maintenance Yard and Batting Cage Fencing Project at La Puente Park. This project will remove and replace the existing galvanized chain link fence at the Maintenance Yard ("Yard") and replace it with vinyl coated black chain link fencing. The new fencing will be installed approximately 15 feet beyond the current fencing at Yard along the west, north and east sides. In addition, a new motorized vehicular gate will be installed to replace the current manual gate to enhance the security of the Yard. The project also includes the installation of a 10'H x 60'L x 32'W vinyl coated black chain link batting cage with a chain link roof. The batting cage will be installed behind the 3rd base line of the existing softball field at the location previously approved by the City Council and be used by both girls softball and little league.

The bid opening was conducted on March 11, 2020. No bids were received by the City for this project. Pursuant to Section 2.21.040 (h) [Informal Bidding Procedure] of the La Puente Municipal Code (“Code”), when no bids are received the project may be performed by negotiated contract. Staff has negotiated a contract in the amount of \$166,904.00 for this project with Ace Fence Company located in La Puente.

Based upon the scope of work for the project, it should take approximately fifty (50) working days to complete.

FISCAL IMPACT

The total bid amount for this project is \$166,904.00. With a 10 percent (10%) project contingency of \$16,690.40, the total construction project budget is \$183,594.40. Funding for this project is available from the Grants Fund through the California Natural Resources Agency.

RECOMMENDATION

It is recommended that the City Council: (1) award the contract to Ace Fence Company in the amount of \$166,904.00; and (2) authorize the City Manager to execute the contract on a form prepared by the City Attorney and approve change orders up to 10% of the original bid amount.

ATTACHMENTS

None.

CITY OF LA PUENTE

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and effective as of March 26, 2020 ("Effective Date"), between the City of La Puente, a municipal corporation ("City") and AZ Construction Inc., dba Ace Fence Company, a California corporation, ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties".

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until all tasks described herein are completed, but in no event later than November 30, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing chain link fencing services.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant's performance of such work. No officer or employee of City shall have

any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Eighty Three Thousand Five Hundred Ninety-Four Dollars and Forty Cents (\$183,594.40) for the total Term of the Agreement unless additional payment is approved as provided for in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 5 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

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

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

7. INDEMNIFICATION

(a) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(b) Duty to Defend

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

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

10. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person

or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

If to City:

Bob Lindsey, City Manager
City of La Puente
15900 E. Main Street
La Puente, CA 91744
Tel: (626) 855-1500
Email: blindsey@lapuente.org

With a copy to:

James M. Casso, City Attorney
Casso & Sparks
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746
Tel: (626) 269-2980

If to Consultant:

Ace Fence Company
15135 Salt Lake Ave.
City of Industry, CA 91746
Tel: (626) 333-0727
Email: jjuatma@acefencecompany.com

15. ASSIGNMENT

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

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

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant 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.

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

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

19. COUNTERPARTS

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

20. 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.

21. WAIVER

The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

(Signatures on following page)

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

“CITY”
City of La Puente

“CONSULTANT”
Ace Fence Company

By: _____
Bob Lindsey, City Manager

By: _____
Name: _____
Its: _____

Attest:

By: _____
Sheryl Garcia, City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

Attachments:	Exhibit A	Scope of Services and Fee Schedule
	Exhibit B	Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES AND FEE SCHEDULE



ACE FENCE COMPANY

727 GLENDORA AVENUE, LA PUENTE, CA 91744

PHONE (626) 333-0727 * FAX (626) 333-7843

CERTIFIED AS SBE/MBE/WBE FIRM, UNION COMPANY, LACMTA Pre-Qualified to Bid

Awarded Minority Contractor of the Year by the City of Los Angeles for Excellence in Quality and Services"

"We Are An Equal Opportunity Employer"

FAX QUOTE

TO : City Of La Puente
FAX # :
FROM : John Juatma / 626-945-1419 - Ben Layos/ 626-945-0505
PROJECT : Maintenance Yard Fencing Project
City of La Puente
BID DATE : ASAP
SPECS :

ATTN : Estimator
DATE : 3/19/2020
PAGES : 1

ADDENDUM: None

ITEM	DESCRIPTION	Unit	Qty	Unit Price	Amount
	Furnish and Install the following:				
1	10'High Vinyl Coated Black 9C/8F Chain Link Fence	LF	496	\$ 79.00	\$ 39,184.00
2	103"H x 97"W Vinyl Coated Black Chain Link Sliding Single Leaf Gate Rubber Wheel Only	EA	2	\$ 7,245.00	\$ 14,490.00
3	8"H x 4"W Vinyl Coated Black Chain Link Single Leaf Swing Gate	EA	1	\$ 2,400.00	\$ 2,400.00
4	10"H x 4"W Vinyl Coated Black Chain Link Single Leaf Swing Gate	EA	2	\$ 2,600.00	\$ 5,200.00
5	10"H x 16"W Vinyl Coated Black Chain Link Sliding Single Leaf Gate Rubber Wheel Only	EA	2	\$ 9,755.00	\$ 19,510.00
6	10"H x 23"W Vinyl Coated Black Chain Link Sliding Single Leaf Gate with V Groove Wheel & V track with Concrete	EA	1	\$ 14,260.00	\$ 14,260.00
7	Gate Operator for Slide Gate: Include (1) HY-Security 222 E ST Industrial Slide Gate Operator; (2) HY-5A HY Security HY-5A Plug in Loop Detector; (2) Loops; (1) Liftmaster STAR 1000 Receiver; (10) Liftmaster 371-1 Btn Transmitter 315; (1) EMX 7-day Timer.	EA	1	\$ 20,500.00	\$ 20,500.00
				TOTAL BID AMOUNT:	\$ 115,544.00

* THIS PROPOSAL IS BASED ON PAID PREVAILING WAGES AND CERTIFIED PAYROLL.

* **PLEASE REFER TO NOTES & EXCLUSIONS BELOW. IF YOU HAVE QUESTIONS PLEASE CALL.**

NOTE: PROPOSAL IS AS A PACKAGE UNLESS DISCUSSED PRIOR TO BID. OUR QUOTE IS PER LINE ITEM & NOT A LUMP SUM QUOTE. CONTRACTOR IS RESPONSIBLE FOR THEIR OWN TAKE-OFF. AWARD MUST HAPPEN WITHIN 60 DAYS. COPY OF ACE FENCE COMPANY'S BID TO BE PART OF THE FINAL CONTRACT AGREEMENT. COPY OF GENERAL'S PAYMENT & PERFORMANCE BONDS TO BE ATTACHED TO THE CONTRACT AGREEMENT.

EXCLUDE: GATE LOCKS; MOWCURB, MINOR CONCRETE OR ANY CONCRETE WORKS (except post footings); CONCRETE FORMWORKS; DEMOLITION; CLEARING & GRUBBING; REMOVAL OF FENCE AND GATES, VEGETATION OR ANY OBSTRUCTIONS; IMPORT BORROW/EXTRA DIRT FOR BACKFILL; GRADING; STAKING & LAY-OUT; ROCK DRILLING, CONCRETE CUTTING, BREAKING & CORE DRILLING; PAVEMENT REPAIR OR ASPHALT PATCHING; POTHOLING OR LOCATING UTILITIES; MAINTENANCE OR REPAIR TO DAMAGES CAUSED BY OTHERS & TO UNMARKED UTILITY LINES; GROUNDING & ELECTRICAL WORKS; ENGINEERING OR STRUCTURAL CALCULATIONS; SURVEYS FOR ALIGNMENT & ELEVATIONS; COSTS FOR INSPECTIONS & TESTING; BOND COST; SWPPP; BEST MANAGEMENT PRACTICES; ASBESTOS & LEAD COMPLIANCE PLAN & ANY RELATED WORKS; PERMITS/FEES; DUST CONTROL; K-RAIL; TEMP. FENCE, SAFETY RAILING & FALL PROTECTION; TRAFFIC CONTROL/SIGNS; FLAGMEN; LANE CLOSURE; NIGHTWORK; HAULING OF SPOILS (spoils from our excavation are to be scattered in the immediate vicinity of our work, relocation of spoils will be considered a change order)

INSURANCE: GENERAL LIABILITY - \$ 1,000,000 - \$ 2,000,000 AGGREGATE; AUTOMOBILE - \$ 1,000,000; WORKMAN COMPENSATION - \$ 1,000,000.

OCIP / CCIP PROJECTS - WC's PREMIUMS ALREADY DEDUCTED. ADDITIONAL INSURANCE REQUIREMENTS ARE SUBJECT TO EXTRA PREMIUMS.

LICENSE # A, B & C-13 # 996577, EXP. 9-30-2020, DIR Registration #1000004092 - UNION

SUBJECT TO ACCEPTANCE WITHIN 30 DAYS



ACE FENCE COMPANY

727 GLENDORA AVENUE, LA PUENTE, CA 91744

PHONE (626) 333-0727 * FAX (626) 333-7843

CERTIFIED AS SBE/MBE/WBE FIRM, UNION COMPANY, LACMTA Pre-Qualified to Bid

'Awarded Minority Contractor of the Year by the City of Los Angeles for Excellence in Quality and Services'

"We Are An Equal Opportunity Employer"

FAX QUOTE

TO : City Of La Puente
 FAX # :
 FROM : John Juatma / 626-945-1419 - Ben Layos/ 626-945-0505
 PROJECT : Batting Cage Fencing Project
 City of La Puente

ATTN : Estimator
 DATE : 3/19/2020
 PAGES : 1

BID DATE : ASAP

SPECS :

ADDENDUM: None

ITEM	DESCRIPTION	Unit	Qty	Unit Price	Amount
	Furnish and Install the following:				
1	10'H x 60'L x 32' W Vinyl Coated Black Chain Link Batting Cage with Chain Link Roof Top & (2) 3'W x 7'H Ped. Swing Gate, per ACE Fence Design. (No Structural Calculation). Materials: 2"mesh, 9C/8F Vinyl Coated Black, End & Corner 2-7/8" O.D Sch 40, Line Post 2-3/8" O.D.Sch 40, Brace and Roof Brace are 1-5/8" O.D, Sch 40 are all PVC Coated black.	LS	1	\$ 51,360.00	\$ 51,360.00
TOTAL BID AMOUNT:					\$ 51,360.00

- * THIS PROPOSAL IS BASED ON PAID PREVAILING WAGES AND CERTIFIED PAYROLL.
- * **PLEASE REFER TO NOTES & EXCLUSIONS BELOW. IF YOU HAVE QUESTIONS PLEASE CALL.**

NOTE: PROPOSAL IS AS A PACKAGE UNLESS DISCUSSED PRIOR TO BID. OUR QUOTE IS PER LINE ITEM & NOT A LUMP SUM QUOTE. CONTRACTOR IS RESPONSIBLE FOR THEIR OWN TAKE-OFF. AWARD MUST HAPPEN WITHIN 60 DAYS. COPY OF ACE FENCE COMPANY'S BID TO BE PART OF THE FINAL CONTRACT AGREEMENT. COPY OF GENERAL'S PAYMENT & PERFORMANCE BONDS TO BE ATTACHED TO THE CONTRACT AGREEMENT.

EXCLUDE: GATE LOCKS; MOWCURB, MINOR CONCRETE OR ANY CONCRETE WORKS (except post footings); CONCRETE FORMWORKS; DEMOLITION; CLEARING & GRUBBING; REMOVAL OF FENCE AND GATES, VEGETATION OR ANY OBSTRUCTIONS; IMPORT BORROW/EXTRA DIRT FOR BACKFILL; GRADING; STAKING & LAY-OUT; ROCK DRILLING, CONCRETE CUTTING, BREAKING & CORE DRILLING; PAVEMENT REPAIR OR ASPHALT PATCHING; POTHOLING OR LOCATING UTILITIES; MAINTENANCE OR REPAIR TO DAMAGES CAUSED BY OTHERS & TO UNMARKED UTILITY LINES; GROUNDING & ELECTRICAL WORKS; ENGINEERING OR STRUCTURAL CALCULATIONS; SURVEYS FOR ALIGNMENT & ELEVATIONS; COSTS FOR INSPECTIONS & TESTING; BOND COST; SWPPP; BEST MANAGEMENT PRACTICES; ASBESTOS & LEAD COMPLIANCE PLAN & ANY RELATED WORKS; PERMITS/FEES DUST CONTROL; K-RAIL; TEMP. FENCE, SAFETY RAILING & FALL PROTECTION; TRAFFIC CONTROL/SIGNS; FLAGMEN; LANE CLOSURE; NIGHTWORK; HAULING OF SPOILS (spoils from our excavation are to be scattered in the immediate vicinity of our work, relocation of spoils will be considered a change order)

INSURANCE: GENERAL LIABILITY - \$ 1,000,000 - \$ 2,000,000 AGGREGATE; AUTOMOBILE - \$ 1,000,000; WORKMAN COMPENSATION - \$ 1,000,000. OCIP / CCIP PROJECTS - WC's PREMIUMS ALREADY DEDUCTED. ADDITIONAL INSURANCE REQUIREMENTS ARE SUBJECT TO EXTRA PREMIUMS.

LICENSE # A, B & C-13 # 996577, EXP. 9-30-2020, DIR Registration #1000004092 - UNION
SUBJECT TO ACCEPTANCE WITHIN 30 DAYS

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

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

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

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

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

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

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



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: March 26, 2020

From: Bob Lindsey, City Manager

By: John Di Mario, Director of Development Services

SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH BARKSHIRE LASER LEVELING, INC. FOR SPORTS FIELD LASER LEVELING SERVICES AT LA PUENTE PARK IN THE AMOUNT OF \$57,845.57

BACKGROUND

At the City Council meeting of August 27, 2019, the Council approved Resolution No. 19-5515 approving the application for Grant Funds with the California Natural Resources Agency for the proposed La Puente Park renovations, as part of the implementation of the Park Master Plan ("PMP"). With the support of Assembly Majority Leader Ian Calderon, the State Legislature and Governor recently approved an additional grant of \$1.2 million for the City to begin the implementation of the PMP.

At the City Council meeting of January 28, 2020, the Council awarded award a construction contract to Leonida Builders, Inc. for sewer and park improvements on the west side of La Puente Park. The project is currently underway and includes upsizing the existing sewer line pipe that serves the facilities in the park, construction of an additional sewer line in the middle of the park to tie into the sewer main line pipe in Temple Avenue, connecting the two parking lots along Hacienda Boulevard and the reconfiguration of the existing parking layout to provide for additional parking spots. The project also includes new hardscape and landscape treatments above the new sewer line as well as the area abutting the existing parking lots on Hacienda Boulevard, electrical improvements, drainage improvements and new athletic field lighting.

DISCUSSION

On March 2, 2020, the City issued a notice inviting informal bids for La Puente Park Athletic Field Renovation project. Item No. D-4 on the City Council's Agenda is the consideration of a contract with Sports Field Services in the amount of \$170,706.00. As part of the process to renovate the existing athletic fields (including the relocation of the existing softball field) laser leveling of the soil surface has to be completed to establish the finished grade prior to installing the new grass sod.

Attached to this report is a Professional Services Agreement with Barkshire Laser Leveling, Inc. ("Barkshire") in the amount of \$57,845.57 to provide professional laser level services to the City.

Pursuant to Section 2.20.090 of the City's recently revised purchasing Ordinance, agreements for professional services can be executed without observing the City's bidding procedures "...if the City Manager determines that an informal or formal competitive process is unnecessary because a professional services provider is the best provider for a particular agreement based on some or all of

these factors: demonstrated competence; qualifications for the types of services to be performed; experience; knowledge of the city due to a long-standing relationship; reasonableness of cost to perform work; or other similar relevant criteria.”

Barkshire is a licensed C-27 (Landscaping) contractor that was founded in 1998 with the goal of providing premier fine finish laser grading services on sports fields, golf courses and construction sites. Completed sports field projects and clients include the following: Angel Stadium, Loyola Marymount University, Qualcomm Stadium, City of La Mesa, the Rose Bowl, John F. Kennedy High School, and the University of Southern California.

Pursuant to Section 2.20.080, purchases for services or products over \$25,000.00 require City Council approval.

FISCAL IMPACT

The proposal submitted by Barkshire is for \$52,586.88. With a 10 percent (10%) project contingency of \$5,258.69, the total project budget for these services is \$57,845.57. Funding for this portion of the athletic field renovation is available from the Grants Fund through the California Natural Resources Agency.

RECOMMENDATION

It is recommended that the City Council: (1) approve the Agreement with Barkshire Laser Leveling, Inc. in the amount of \$57,845.57; (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount.

ATTACHMENTS

Attachment “A”: Professional Services Agreement

CITY OF LA PUENTE

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of March 26, 2020 (“Effective Date”), between the City of La Puente, a municipal corporation (“City”) and Barkshire Laser Leveling, Inc., a California corporation, (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until all tasks described herein are completed, but in no event later than November 30, 2020, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing athletic field laser leveling services.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in writing to Consultant’s performance of such work. No officer or employee of City shall have

any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Fifty Seven Thousand Eight Hundred Forty-Five Dollars and Fifty Seven Cents (\$57,845.57) for the total Term of the Agreement unless additional payment is approved as provided for in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Consultant the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Consultant shall submit an invoice to the City pursuant to Section 5 of this Agreement.

6. OWNERSHIP OF DOCUMENTS

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

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

7. INDEMNIFICATION

(a) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(b) Duty to Defend

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

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

10. LEGAL RESPONSIBILITIES

The Consultant shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such laws and regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this Section.

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person

or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

If to City:

Bob Lindsey, City Manager
City of La Puente
15900 E. Main Street
La Puente, CA 91744
Tel: (626) 855-1500
Email: blindsey@lapuente.org

With a copy to:

James M. Casso, City Attorney
Casso & Sparks
13300 Crossroads Parkway North, Suite 410
City of Industry, CA 91746
Tel: (626) 269-2980

If to Consultant:

William Barkshire, Chief Executive Officer
Barkshire Laser Leveling, Inc.
P.O. Box 986
San Juan Capistrano, CA 92693-0986
Tel: (949) 240-8779
Email: info@barkshireleveling.com

15. ASSIGNMENT

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

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

Notwithstanding Consultant's use of any subconsultant, Consultant shall be responsible to the City for the performance of its subconsultant as it would be if Consultant had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subconsultant employed by Consultant. Consultant shall be solely responsible for payments to any subconsultants. Consultant shall indemnify, defend and hold harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subconsultant under this Agreement.

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant 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.

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

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

19. COUNTERPARTS

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

20. 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.

21. WAIVER

The waiver by City or Consultant of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by City or Consultant unless in writing.

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

(Signatures on following page)

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

“CITY”
City of La Puente

“CONSULTANT”
Barkshire Laser Leveling, Inc.

By: _____
Bob Lindsey, City Manager

By: _____
Name: _____
Its: _____

Attest:

By: _____
Sheryl Garcia, City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

Attachments:	Exhibit A	Scope of Services and Fee Schedule
	Exhibit B	Insurance Requirements

EXHIBIT A

SCOPE OF SERVICES AND FEE SCHEDULE



PO Box 986
 San Juan Capistrano, CA 92693-0986
 (949)240-8779
 (949)240-8769 fax

ESTIMATE

DATE	ESTIMATE ...
3/20/2020	3096

NAME / ADDRESS
City of La Puente Raul Alvarado 15900 E. Main Street La Puente, CA 91744

Contractors License #757453 C27 DIR 1000007321

		P.O. NO.	TERMS
			Net 30
DESCRIPTION	QTY	COST	TOTAL
Sportsfield Renovations Laser level 210,918 square feet of renovated turf area on the football- softball outfields at the City Park in La Puente. The entire area will need to be stripped of turf and amended and tilled prior to the project. All irrigation fixtures must be marked and live for dust control and to ensure proper compaction during the leveling process. NO material is included.	210,918	0.16	33,746.88
Sportsfield Renovations Laser level existing softball infield and laser sub grade and finish grade on the new infield. NO material included.	1	4,800.00	4,800.00
All base pegs and irrigation fixtures must be marked. Not responsible for damage to unmarked irrigation.		0.00	0.00
The entire surface to be laser leveled will need to be watered heavily prior to the project. Proper moisture content is achieved when a knife or screwdriver can be inserted easily to a depth of 2-3 inches. The best procedure is to rough grade the infield and then bring in new material to blend with the old. This is referring to the dirt infields.		0.00	0.00
Estimate includes all labor, equipment and mobilization fees. NO material included. Unless advised by customer, this project is bid at prevailing wage. Please call with any questions regarding this estimate. Sign below and fax back with approval and scheduling.		0.00	0.00
Signature _____ Date _____			
		TOTAL	\$38,546.88

Phone #	Fax #	E-mail
949-240-8779	949-240-8769	info@barkshireleveling.com

www.barkshireleveling.com



PO Box 986
San Juan Capistrano, CA 92693-0986
(949)240-8779
(949)240-8769 fax

ESTIMATE

DATE	ESTIMATE ...
3/20/2020	3097

NAME / ADDRESS
City of La Puente Raul Alvarado 15900 E. Main Street La Puente, CA 91744

Contractors License #757453 C27 DIR 1000007321

		P.O. NO.	TERMS
			Net 30
DESCRIPTION	QTY	COST	TOTAL
Sportsfield Renovations Laser level 69,000 square feet of renovated turf area on the 2 little league outfields at the City Park in La Puente. The entire area will need to be stripped of turf and amended and tilled prior to the project. All irrigation fixtures must be marked and live for dust control and to ensure proper compaction during the leveling process.	69,000	0.16	11,040.00
Sportsfield Renovations Prepare by ripping and laser level 2 skinned infields on the baseball fields. This portion of the estimate also includes laser leveling the subgrade and finish grade for the new warning tracks.	1	3,000.00	3,000.00
All base pegs and irrigation fixtures must be marked. Not responsible for damage to unmarked irrigation.		0.00	0.00
The entire surface to be laser leveled will need to be watered heavily prior to the project. Proper moisture content is achieved when a knife or screwdriver can be inserted easily to a depth of 2-3 inches. The best procedure is to rough grade the infield and then bring in new material to blend with the old. This is referring to the dirt infields.		0.00	0.00
Estimate includes all labor, equipment and mobilization fees. Unless advised by customer, this project is bid at prevailing wage. Please call with any questions regarding this estimate. Sign below and fax back with approval and scheduling.		0.00	0.00
Signature_____			
Date_____			
		TOTAL	\$14,040.00

Phone #	Fax #	E-mail
949-240-8779	949-240-8769	info@barkshireleveling.com

www.barkshireleveling.com

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

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

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

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

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

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

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



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: March 26, 2020

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director
Rey Alfonso, Deputy City Engineer

SUBJECT: RECEIVE AND FILE REPORT ON STORM DRAIN REPAIRS ON NANTES AVENUE AND ECTOR STREET

BACKGROUND

Suburban Water Systems (“Suburban”) is currently replacing approximately 4,500 linear feet of water mainline pipe within the Nantes Avenue, Ivanell Avenue, Giordano Street and Ector Street subdivision. Construction began in late January 2020 and is expected to be completed in April 2020. During Suburban Water’s open trench work, the City’s storm drain pipe was exposed at two locations and determined to be in need of immediate repairs.

DISCUSSION

Due to recurring water main leaks within the Nantes Avenue, Ivanell Avenue, Giordano Street and Ector Street subdivision located north of Temple Avenue, Suburban Water Systems is currently replacing approximately 4,500 linear feet of water mainline pipe that serves about 180 single family homes in the area, including the Nantes Manor Apartment Buildings. Suburban Water has contracted with J. DeSigio Construction (“JDC”) to complete the project.

Within the limits of the water main replacement project, there is a City-owned storm drain that collects rainfall runoff at the intersection of Nantes Avenue and Ector Street and drains to the Puente Creek channel immediately to the north. The storm drain system consists of three catch basins and 24-inch and 36-inch diameter corrugated metal pipe (“CMP”). Suburban’s new 8-inch pipeline crosses underneath the storm drain CMP at two locations.

While excavating for the new water main pipe at the undercrossing of the City storm drain, JDC exposed two sections of the 24-inch and 36-inch CMP. Upon inspection, the CMP was found to be severely corroded and large voids had formed underneath and around the pipe (see attached photos). Suburban contacted City Staff to determine what, if any, repairs to the storm drain should be performed while it is exposed and accessible.

Due to the potential failure of the CMP and the formation of voids underneath the street pavement which could lead to sink holes, Staff determined that portions of the damaged CMP should be removed and replaced to restore the storm drain’s functionality. Since JDC was fully mobilized to complete the storm drain repairs in conjunction with the ongoing water main work, Staff requested a cost proposal from JDC to remove two 10-foot sections of the 24-inch

and 36-inch CMP, replace those sections with high density polyethylene pipe (“HDPE”), backfill the excavation, and restore the asphalt. Following negotiations with JDC and Suburban Water, staff received a cost proposal from JDC in the amount of \$19,810, and approval was given by the City Manager under his purchase authority to have JDC perform the work. The repairs were subsequently completed the week of February 24, 2020.

It should be noted that Staff will be evaluating the overall condition of the storm drains at Nantes Avenue and Ector Street to determine the scope of any additional repairs and part of any upcoming street resurfacing projects.

FISCAL IMPACT

Funding in the Fiscal Year 2019-20 Budget from the Gas Tax fund was available to cover this expense. There was no impact to the General Fund.

RECOMMENDATION

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

ATTACHMENTS

Attachment “A”: Photographs of Storm Drain Pipe

NANTES – ECTOR STORM DRAIN PIPE



**AMENDED AND RESTATED PROCLAMATION AND ORDER
OF THE CITY COUNCIL
OF THE CITY OF LA PUENTE, CALIFORNIA,
PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY**

WHEREAS, Government Code Section 8630 and Section 2.28.060 of the City of La Puente Municipal Code, empower the City Council to proclaim the existence or threatened existence of a local emergency when the City of La Puente (“City”), is affected or likely to be affected; and

WHEREAS, the City Council of the City of La Puente does hereby find as follows:

(a) The Centers for Disease Control and Prevention considers the novel coronavirus (“COVID-19”) to be a very serious public health threat, with outcomes ranging from mild sickness to severe illness and death; and

(b) Given the alarming levels of the spread and severity of COVID-19, on March 11, 2020, the Director General of the World Health Organization made the assessment that COVID-19 is a pandemic; and

(c) On March 4, 2020, the Los Angeles County Board of Supervisors and the Department of Public Health declared a local and public health emergency in response to the COVID-19 pandemic; and

(d) On March 4, 2020, the Governor of the State of California proclaimed a state of emergency to exist in California as a result of the threat of COVID-19, and the Governor on March 12, 2020 issued Executive Order N-25-20; and

(e) On March 13, 2020, the President of the United States of America declared a national emergency due to the COVID-19 outbreak across the nation; and

(f) On March 16, 2020, to ensure housing stability, and to offset substantial losses of income as a result of business closures during the COVID-19 crisis, the Governor issued Executive Order N-28-20, authorizing cities to halt evictions for both residential and commercial renters, through May 31, 2020; and

(g) On March 17, 2020, the City Council ratified the proclamation of the Director of Emergency Services, proclaiming the existence of a local emergency a result of COVID-19; and

(h) On March 17, 2020, the Governor issued Executive Order N-31-20, permitting local legislative bodies to hold public meetings via teleconferencing, without the requiring the physical presence of any members, and without a physical location for the public so long as all members of the public are permitted to observe and address the legislative body either telephonically or otherwise electronically, and in a manner that maximizes transparency and provides the public access to meetings; and

(i) On March 19, 2020, the County of Los Angeles issued the Safer at Home Order for Control of COVID-19, which temporarily prohibits events, gatherings of 10 persons or more, and orders the closure of non-essential businesses and areas; and

(j) On March 19, 2020, the Governor issued Executive Order N-33-20, ordering all individuals living in the State of California to stay at home or at their place of residence, except as needed to maintain continuity of critical infrastructure sectors; and

(k) On March 19, 2020, by Executive Order of the Chair of the County of Los Angeles Board of Supervisors, the County imposed a temporary moratorium on evictions for non-payment of rent by residential or commercial tenants impacted by the COVID-19 crisis; and

(l) On March 21, 2020, the Governor issued Executive Order No. N-35-20, permitting members of a legislative body to receive updates relevant to the declared emergency from federal, state and local officials, and allowing the members to ask questions of those officials to stay apprised of emergency operations and the impact of the emergency on their constituents. Notwithstanding the foregoing, nothing in the Order permits members of a local legislative body from taking action on, or discussing amongst themselves any item of business that is within the subject matter jurisdiction of the legislative body, without complying with the Brown Act; and

(m) That the conditions of the COVID-19 pandemic, if fully manifested, pose extreme peril to the health and safety of persons and property within the City and are, or are likely to be, beyond the control and capacity of the services, personnel, equipment and facilities of the City; and

WHEREAS, the aforesaid conditions of extreme peril warrant and necessitate the proclamation of the existence of a local emergency.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, DOES HEREBY PROCLAIM AND ORDER AS FOLLOWS:

1. The above recitals are true and correct and are incorporated herein by reference.
2. A local emergency has existed in the City since March 13, 2020, and that emergency continues to date.
3. During the existence of said local emergency the powers, functions and duties of the emergency organization of City shall be those prescribed by state law, by the ordinances and resolutions of the City, and any other applicable law, rule, or regulation.
4. During the existence of said local emergency, the City, and all related City entities, shall follow and impose all directives, mandates, Executive Orders and any other emergency related restrictions issued by the United States of America, State of California and/or the County of Los Angeles, including any and all social distancing recommendations.

5. Until the termination of this emergency is proclaimed by the City Council of the City of La Puente, the use of all City facilities, including all parks, and City Hall, are closed to the public and all City-sponsored events are cancelled or postponed to a future date. The City Manager is hereby authorized to make any other decisions regarding staffing at City facilities to protect the health, safety and welfare of City Staff. The City Council meetings for March 24 and April 14 and the Planning Commission meeting for April 7 are hereby cancelled. The City Council reserves the right to notice and call special meeting, as necessary. City Staff is directed to post notices on the entryways to City facilities advising the public of this Proclamation.

6. The normal City goods and service procurement requests and purchase practices are stayed during this period of emergency.

7. Given the emergency, and the need to devote City staff and resources to respond to it, the City hereby extends all deadlines for responding to requests under the California Public Records Act, the processing of any land use entitlements, and any other applications to the City, and the City Council also orders that the issuance of street sweeping parking tickets are hereby suspended until a reasonable time following the City Council's termination of this emergency.

8. The local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council of the City of La Puente.

9. Consistent with the City's adopted budget and approved agreements with vendors and contractors, the City Manager shall ensure that City vendors and contractors are paid in a timely manner, the City Manager and the Finance Director are authorized and directed to approve the claims and demands, make payments thereon, and finally to bring those claims and demands to the City Council at future meetings for ratification of the payments made.

10. The City Council will utilize, to the extent reasonably feasible and appropriate, the ability to conduct its council meetings via teleconferencing and other electronic means to permit councilmembers and members of the public to adopt social distancing to the greatest extent possible while still proceeding with the efficient handling of the City's business, in compliance with all Executive Orders issued by the Governor concerning the conduct of public meetings. The City Council may also avail itself to the briefings permitted under Executive Order N-35-20.

11. Pursuant to the authority granted to local governments under Executive Order N-28-20, a temporary moratorium on evictions for non-payment of rent by residential or commercial tenants impacted by the COVID-19 crisis is imposed as follows:

- a. Commencing March 4, 2020 through and including May 31, 2020, no residential or commercial property owner (collectively "Landlord") shall evict a residential or commercial tenant (collectively "Tenant") in the City of La Puente for non-payment of rent, late charges, or any other fees accrued if the Tenant demonstrates an inability to pay rent and/or related charges due to financial impacts related to COVID-19, the state of emergency regarding COVID-19, or following government recommended COVID-19 precautions, and the Tenant has provided notice to the Landlord within seven (7) days after

the date that rent was due, unless extenuating circumstances exist, that the Tenant is unable to pay.

- b. For purposes of this Section 11, “financial impacts” means a substantial loss of household income due to business closure, loss of compensable hours of work or wages, layoffs, or extraordinary out-of-pocket medical expenses. A financial impact is “related to COVID-19” if it was a result of any of the following: (1) the Tenant was diagnosed with COVID-19, or was caring for a household or family member diagnosed with COVID-19; (2) layoff, loss of hours, or other income reduction resulting from business closure or other economic or employer impacts of COVID-19; (3) compliance with a recommendation from the County’s Health Officer, or State order to stay home, self-quarantine, or avoid congregating with others during the state of emergency; (4) extraordinary out-of-pocket medical expenses related to diagnosis and testing for and/or treatment of COVID-19; or (5) childcare needs arising from school closures related to COVID-19.
- c. The provisions of this Section 11 of this Proclamation applies to non-payment eviction notices, and unlawful detainer action based on such notices, served or filed on or after March 4, 2020.
- d. Tenants shall have six months following the termination of the state of emergency to pay the Landlord any amounts due and owing pursuant to Section 11(a). Tenants and Landlords are encouraged to agree on a payment plan during this six month period, but nothing herein shall prevent Tenant from paying Landlord any amount due incrementally during this six month period.

12. A copy of this amended and restated proclamation shall be forwarded by the City Clerk to the Director of California Governor’s Office of Emergency Services requesting that the Director find it acceptable in accordance with State law; that the Governor of California, pursuant to the Emergency Services Act, issue a proclamation declaring an emergency in Los Angeles County and by virtue of that declaration the City of La Puente; that the Governor waive regulations that may hinder response and recovery efforts; that response and recovery assistance be made available under the California Disaster Assistance Act and the Stafford Act; and that the State expedite access to State and Federal resources and any other appropriate federal disaster relief programs.

13. The City Council shall review the need for continuing the local emergency, as set forth by State law.

PASSED, APPROVED AND ADOPTED this 26th day of March, 2020, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk