

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
REGULAR MEETING OF
JULY 28, 2020

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

A Regular Meeting of the City Council of the City of La Puente was held in the Council Chambers of City Hall, 15900 East Main Street, La Puente, California, on Tuesday, July 28, 2020, at 7:00 p.m.

CALL TO ORDER

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

ROLL CALL

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

Members absent: None.

Staff members present: City Manager Bob Lindsey, City Attorney Jamie Casso (via teleconference), Director of Administrative Services Troy Grunklee, Director of Development Services John Di Mario, City Clerk Sheryl Garcia, Director of Community Services Roxanne Lerma (via teleconference), Code Enforcement Manager Jaime Guerrero, Principal Accountant Alex Merkel-Medina, Management Assistant Cece Dunlap, and Office Specialist Martha Aguirre.

PLEDGE OF ALLEGIANCE

Mayor Klinakis led the Pledge of Allegiance.

PRESENTATIONS

State Senator Susan Rubio provided a legislative update. She thanked the City Council for their hard work and reported that the State legislature is focusing on public health, economic recovery, and wildfire mitigation.

Mayor Klinakis, on behalf of the City Council and Staff, thanked Senator Rubio for the update.

ORAL COMMUNICATIONS – None

BOARDS/COMMISSION/COMMITTEE REPORTS

Council Member Holloway reported that the San Gabriel Valley Mosquito & Vector Control District, in conjunction with the San Gabriel Valley Council of Governments (“SGVCOG”), sent a sample ordinance to every city in the SGVCOG to allow cities to assist the SGV Mosquito & Vector Control District with enforcement regarding unkempt pools in the City. He noted that the City Attorney has a copy of the ordinance and the matter will be brought back at a future City Council meeting.

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS

A-1 READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS OF JUNE 9, 2020, JUNE 16, 2020, JUNE 23, 2020, AND JUNE 30, 2020

A motion was made by Council Member Solis, seconded by Mayor Klinakis, to approve the Minutes of the City Council and Successor Agency meetings of June 9, 2020, June 16, 2020, June 23, 2020, and June 30, 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

B-1 CONSIDERATION OF PROPOSED ANNUAL SEWER LEVY REPORT FOR COLLECTION OF SEWER CHARGES AND ADOPTION OF A RESOLUTION CONFIRMING SEWER CHARGES PURSUANT TO CHAPTER 4.10 OF THE CITY OF LA PUENTE MUNICIPAL CODE FOR FISCAL YEAR 2020-2021

Principal Accountant Merkel-Medina provided a staff report regarding the City’s annual sewer charges and noted that there are no changes to the rate being proposed for the 2020-2021 fiscal year.

Mayor Klinakis opened the public hearing at 7:16 p.m. There being no members of the public wishing to speak, Mayor Klinakis closed the public hearing.

A motion was made by Mayor Klinakis, seconded by Council Member Solis, to adopt Resolution No. 20-5571 confirming the Fiscal Year 2020-2021 sewer charge pursuant to Chapter 4.10 of the La Puente Municipal Code. The motion carried by the following roll call vote:

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

B-2 CONSIDERATION OF PROPOSED ANNUAL SEWER LEVY REPORT FOR COLLECTION OF SEWER MAINTENANCE CHARGES AND ADOPTION OF A RESOLUTION CONFIRMING SEWER MAINTENANCE CHARGES FOR FISCAL YEAR 2020-2021

Principal Accountant Merkel-Medina noted that this item corresponds with Item B-1.

Mayor Klinakis opened the public hearing at 7:18 p.m. There being no members of the public wishing to speak, Mayor Klinakis closed the public hearing.

A motion was made by Council Member Solis, seconded by Mayor Klinakis, to adopt Resolution No. 20-5572 ordering the levy of the sewer maintenance charge for Fiscal Year 2020-2021. The motion carried by the following roll call vote:

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

C. UNFINISHED BUSINESS OF THE CITY COUNCIL – None

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

Council Member Holloway pulled Item D-5 for further discussion.

Mayor Pro Tem Lewis pulled Item D-4 for further discussion.

A motion was made by Council Member Munoz, seconded by Council Member Holloway, to approve Consent Calendar Items D-1 through D-3, D-6, and D-7. The motion carried by the following roll call vote:

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

D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT REGISTER NO. 1493

Action taken: The City Council and Successor Agency adopted Resolution No. 20-5573 approving Warrant Register No. 1493.

D-2 PRESENTATION OF JUNE 2020 INVESTMENT REPORT

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

D-3 PRESENTATION OF JUNE 2020 REQUISITION SUMMARY REPORT

Action taken: It is recommended that the City Council received and filed this report.

D-4 PRESENTATION OF FISCAL YEAR 2019-2020 BUDGET UPDATE

Mayor Pro Tem Lewis pulled this item for further discussion.

Principal Accountant Merkel-Medina provided a budget update comparing the 2019-2020 adopted budget with the actual results through the end of the 2019-2020 fiscal year.

In response to an inquiry by Council Member Holloway regarding tax revenues, Principal Accountant Merkel-Medina noted that the source of funding for the increased tax revenues are transaction taxes, however, more information regarding the transactions will be available in a few months.

Director of Administrative Services Grunklee stated the City will continue to receive funds in July and August 2020 from property tax and sales tax for the 2019-2020 fiscal year, and additional updates will continue to be brought at future City Council meetings.

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

D-5 CONSIDERATION OF A RESOLUTION APPROVING THE LAST AND FINAL RECOGNIZED OBLIGATION PAYMENT SCHEDULE (ROPS) COMMENCING WITH FISCAL YEAR 2021-22 THROUGH RETIREMENT OF OUTSTANDING OBLIGATIONS

Council Member Holloway pulled this item for further discussion.

Director of Administrative Services Grunklee provided a staff report regarding the last and final Recognized Obligation Payment Schedule. Discussion ensued regarding timing and amount of each payment.

A motion was made by Council Member Holloway, seconded by Mayor Klinakis, to adopt Resolution No. SA 20-99 approving the Last and Final ROPS for the fiscal year commencing with July 1, 2021 through June 30, 2053. The motion carried by the following roll call vote:

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

D-6 CONSIDERATION OF ACCEPTANCE OF NOTICE OF COMPLETION FOR TRAFFIC SIGNAL SAFETY IMPROVEMENTS AT AMAR ROAD AND WILLOW AVENUE

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

D-7 CONSIDERATION OF AWARD OF CONTRACT TO WEST COAST TURF FOR THE LA PUENTE PARK ATHLETIC FIELD SOD INSTALLATION IN THE AMOUNT OF \$143,369.20

Action taken: The City Council: (1) awarded the contract to West Coast Turf in the amount of \$143,369.20; and (2) authorized the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 UPDATE REGARDING COUNCIL CHAMBERS INFRASTRUCTURE AND MEETING ACCESS (MAYOR KLINAKIS)

City Clerk Garcia provided a staff report regarding ongoing efforts to enhance public participation at virtual City Council meetings amid the COVID-19 pandemic and system upgrades in Council Chambers at City Hall.

Mayor Pro Tem Lewis requested Staff look at additional solutions to improve the audio quality for City Council meetings.

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

E-2 DISCUSSION AND DIRECTION REGARDING PROCEDURES FOR REQUIRING PERMIT PARKING ON DEL VALLE FROM MENTZ TO SAN JOSE AND WAKE COURT AND PICTON (COUNCIL MEMBER SOLIS)

Council Member Solis reported that parking in the general area of Del Valle has been troublesome due to parking from non-residents and requested a discussion regarding implementing permit parking for that area.

Discussion ensued regarding zoning ordinances, proposed permit hours, petitioning, consideration of residents that may/may not want parking permits, costs of application, permits, enforcement, and signage, and the effect of housing shortages on parking.

City Attorney Casso noted that the City would need to take into consideration the impacts of parking permits under CEQA.

Direction was given to Staff to begin the process of evaluating the impacts and continuing the discussion at a future City Council meeting.

E-3 DISCUSSION AND DIRECTION REGARDING ALLOCATION OF FUNDS TO THE LA PUENTE OUTREACH FOOD PANTRY (MAYOR KLINAKIS)

Mayor Klinakis reported that the First Methodist Church has been serving the community for several years with their food bank and stated that they have passed out hundreds of food boxes amid the COVID-19 pandemic. He further stated that historically, the Church has raised their money selling food at the City's events. However, because of the cancellation of such events, Mayor Klinakis proposed to the City Council to donate \$5,000 for their food bank.

Director of Development Services Di Mario stated that Staff is looking into additional CARES ("Coronavirus Aid, Relief, and Economic Security") Act funds beyond CDBG ("Community Development Block Grant") funds.

Director of Administrative Services Grunklee noted that he is awaiting a response from the Department of Finance to see if CARES Act funds can be used to donate to the Church's food bank.

Discussion ensued regarding Los Angeles County donations to the food bank and using funds from the City's general fund while maintaining a balanced budget. City Attorney Casso noted that the City Council could direct the funds to be sent to the food bank and memorialize the action via a resolution at the next City Council meeting.

A motion was made by Council Member Holloway, seconded by Council Member Solis, to allocate \$5,000 to the First Methodist Church food bank and memorialize the action by resolution at the August 11, 2020, City Council meeting. The motion carried by the following roll call vote:

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

E-4 DISCUSSION AND DIRECTION REGARDING FIREWORKS SUPPRESSION (COUNCIL MEMBERS HOLLOWAY AND SOLIS)

Code Enforcement Manager Guerrero provided a staff report regarding modification of enforcement regulations and efforts to assist in fireworks suppression in the City.

Discussion ensued regarding issuance of citations on the past Fourth of July holiday.

Sherriff's Sergeant Bryan Smith provided a report regarding the Sherriff's department's efforts to suppress the use of illegal fireworks in the City.

Direction was given to Staff to bring this item back at the August 28, 2020 City Council meeting with additional information.

E-5 DISCUSSION AND DIRECTION REGARDING LA PUENTE PARK IMPROVEMENTS (MAYOR KLINAKIS)

Mayor Klinakis reported that he has frequently visited the La Puente Park and noted that contractors have continued to work without interruptions due to COVID-19. He further reported that Phase 1 may be done by mid-September 2020.

Director of Development Services Di Mario provided an update on the progress and timeline of various items of the La Puente Park including the installation of lights, additional concrete work, new sod, softball field backstop posts, and skate park amenities.

Per City Council's direction at the June 30, 2020 City Council meeting, Director Di Mario provided options to the Council for the basketball backboards. Discussion ensued regarding costs and durability of steel, fiberglass, and acrylic backboards. The City Council's consensus was the acrylic backboard.

Director Di Mario reported that he met with the Jr. All American Football League and they confirmed the proposed goal posts and scoreboards met their standards and approved. The City Council's consensus was to approve the proposed goal post and scoreboard for football.

Director Di Mario reported that he met with a representative of La Puente softball and they confirmed the proposed scoreboard met their standards and approved. The City Council's consensus was to approve the proposed scoreboard for softball.

Director Di Mario reported that the costs for the fencing along Temple Avenue have been confirmed to be within the contingency of the skate park project. The City Council's consensus was to approve the fencing.

Mayor Klinakis requested that Staff begin working on plans for the east side of the La Puente Park.

Discussion ensued regarding the installation of sod, and the removal of failing trees at the park.

E-6 CONSIDERATION OF A RESOLUTION ADOPTING PROGRAM GUIDELINES FOR A BUSINESS ASSISTANCE GRANT PROGRAM AND DISCUSSION AND DIRECTION REGARDING THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT – CARES ACT SUPPLEMENTAL FUNDING FOR CORONAVIRUS (COVID-19) RELIEF

Per City Council's direction at the May 26, 2020 City Council meeting regarding business assistance, Director of Development Services Di Mario reported on the Business Assistance Grant Program that will be available to La Puente based businesses that have been impacted by COVID-19 and discussed the requirements for the grant.

Per City Council's direction at the May 26, 2020 City Council meeting regarding emergency rental and mortgage assistance, Director Di Mario reported that the Los Angeles

Board of Supervisors passed a motion to provide CARES Act funds for a County-wide Emergency Rental Assistance Program.

Mayor Klinakis requested that Staff let the City Council know as soon as the County rolls out the Emergency Rental Assistance Program so that the City can promote the program as quickly as possible for La Puente residents to apply.

In response to an inquiry by Council Member Holloway, Director of Community Services Lerma discussed the Great Plates Program funding and reimbursement process.

Council Member Munoz recommended City Council adopt the resolution, keep the remaining funds of \$70,000 in reserve and monitor the County's rental assistance program.

Council Member Holloway expressed his concern regarding those that are struggling with their mortgage.

A motion was made by Council Member Munoz, seconded by Mayor Klinakis, to adopt Resolution No. 20-5574 approving the City's CDBG-Cares Act Supplemental Funding Business Assistance Grant Program. The motion carried by the following roll call vote:

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

At 10:08 p.m., a motion was made by Council Member Solis, seconded by Mayor Klinakis, to extend the City Council meeting past 10:30 p.m. The motion carried by the following roll call vote:

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

RECESS INTO CLOSED SESSION

The City Council recessed into closed session at 10:08 p.m. to discuss items as posted on the agenda.

1. THE CITY COUNCIL WILL RECESS TO CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTION 54957.6, CONFERENCE WITH LABOR NEGOTIATORS:
Agency Designated Representatives: Bob Lindsey, City Manager
Employee Organization: SEIU, Local 721

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 10:32 p.m.

REPORT OUT OF CLOSED SESSION

City Attorney Casso reported that as to Item 1, direction was given to the City Manager and no final action was taken.

AD HOC COMMITTEE REPORTS – None

ORAL COMMENTS FROM COUNCIL

Mayor Klinakis thanked everyone for all their hard work and requested clarification regarding parking citations for street sweeping. City Manager Lindsey noted that Staff is preparing to give residents a 30-day notice and is awaiting direction from City Council on a set date to resume. City Attorney Casso noted that the Emergency Proclamation will need to be amended to reflect the resumption of parking citations for street sweeping. Mayor Klinakis stated that the matter will be brought back at a future City Council meeting.

Mayor Pro Tem Lewis requested that the meeting be adjourned in memory of Victor Velasquez Ramirez and sent condolences to his family.

Council Member Holloway spoke of Victor Velasquez Ramirez and sent condolences to his wife.

Mayor Klinakis stated that Victor Velasquez Ramirez will be missed.

ORAL COMMENTS FROM STAFF

City Manager Lindsey thanked the City Council for their direction at tonight's meeting and noted that the requested items will be brought back at a future City Council meeting.

There being no further business before the City Council, Mayor Klinakis adjourned the meeting at 10:37 p.m. in memory of Victor Velasquez Ramirez and Eusebio "Chevy" Saucedo.

Approved this 11th day of August, 2020.

Sheryl Garcia
City Clerk

Charlie Klinakis
Mayor/Chair



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: August 11, 2020

From: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION OF A CONTRACT CHANGE ORDER FOR THE VALLEY BOULEVARD SANITARY SEWER IMPROVEMENT AND PAVEMENT RESURFACING PROJECT IN THE AMOUNT OF \$124,000.00

BACKGROUND

On December 6, 2019, the City Council awarded a construction contract to Excel Paving in the amount of \$1,043,469 to complete the Valley Boulevard Sanitary Sewer Improvement and Pavement Resurfacing Project. The award of contract also included a 10 percent contingency of \$104,350 for approval by the City Manager to cover the cost of any contract change order work. Most all of the 10% contingency has been utilized with additional work completed along the sewer line trench area and additional grind out of existing asphalt between the sewer trench cut area and the curb and gutter along the north side of Valley Boulevard between Wickford and Ferrero.

DISCUSSION

In addition to the removal and replacement of approximately 1,930 feet of existing sewer mainline pipe in Valley Boulevard from Ferrero Lane to Wickford Avenue, the project also includes the repair of scattered potholes and areas with severe “alligator” cracking within the entire length of Valley Boulevard from the west city limit to Azusa Way.

At the meeting of February 11, 2020, the City Council authorized a change order in the amount of \$171,000.00 to repair the approximately 150,000 square feet of distressed pavement in need of repair prior to the final step of finishing off the roadway with slurry seal paving from Azusa Way to the Valley Boulevard bridge over Old Valley Boulevard.

In preparing for the slurry seal paving, Staff identified an error in Bid Schedule B for the project regarding the estimated quantity of slurry seal material for the project. The amount was incorrectly stated at 140 tons in the bid schedule and should have correctly been 400 tons. The bid documents allow for the City to adjust needed quantities based on the contractor's unit pricing. For this bid item Excel Paving provided a cost of \$400.00 per ton based on the 140 tons in the bid schedule for a line item cost of \$56,000.00. As 450 tons is actually needed to complete the project, an additional 310 tons is needed resulting in an additional cost of \$124,000.00.

Since this additional work exceeds the original contract contingency, Staff is requesting Council's approval of a contract change order with Excel Paving in the amount of \$124,000.00. Upon the Council's approval, Excel Paving is ready to mobilize and begin the application of the slurry pavement followed by pavement striping and reflectorized lane markers to fully complete the project.

FISCAL IMPACT

The Fiscal Year 2020-21 Capital Projects Budget includes \$700,000 budgeted in Prop C funding for street resurfacing projects. In addition, approximately \$700,000 of Prop C funds budgeted for this project in Fiscal Year 2019-20 that were not expended at fiscal year end have reverted to Prop C fund balance. This amount also remains available to be used on this and other Prop C eligible street projects. Therefore, there is a sufficient funding in the current year's budget of Prop C monies for the additional slurry seal cost of \$124,000.00.

RECOMMENDATION

It is recommended that the City Council authorize the City Manager to execute a contract change order with Excel Paving Company in the amount of \$124,000.00.

ATTACHMENTS

None.



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: August 11, 2020

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director

SUBJECT: CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC. FOR STREET TREE TRIMMING AND URBAN FORESTRY SERVICES TO EXTEND THE TERM TO JUNE 30, 2022 AT A COST NOT TO EXCEED \$280,000.00

BACKGROUND

At the meeting of September 22, 2015, the City Council approved a Professional Services Agreement ("Agreement") for street tree trimming and urban forestry services with West Coast Arborists, Inc. ("WCA"). WCA was awarded the contract following a formal Request for Proposals process. The Agreement provided for an initial three (3) year term with the City having the option of renewing the Agreement for two (2) additional one-year terms. The Agreement also included a rate schedule that provided for a 5% increase each year beginning in July 2016. At the meeting of October 9, 2018, the City Council approved an amendment to the Agreement with WCA to extend the term by one (1) year and increase the payment amount. WCA has continued with providing tree trimming and urban forestry services to the City following since approval of the Agreement in September 2015.

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

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

A review team of City Staff reviewed and evaluated the bids received and at the City Council meeting of February 25, 2020, an item was placed on the Agenda recommending that a Maintenance Services Agreement with BrightView Tree Care Services, Inc. be approved for street tree trimming and urban forestry services. The item was pulled from the Agenda with no action taken by the City Council.

DISCUSSION

Since the meeting of February 25, 2020, Staff has had follow-up discussions with representatives of both WCA and BrightView Tree Care Services. Conversations with WCA have focused on expectations of the City in the area of quality of services provided and frequent and regular communication among

and between key City Staff and staff at WCA. The discussions with WCA has resulted in WCA offering the City a two-year contract extension (ending June 30, 2022) at the current rate schedule that was approved by the City in October 2018. The rates, which are included as Exhibit B to the proposed Amendment No. 2, would remain fixed for the two-year term extension. In addition, with approval of Amendment No. 2, the City Council is ratifying the continued services provided by WCA to the City under the Agreement as amended by Amendment No. 1.

FISCAL IMPACT

For the 2020-21 Fiscal Year, the City has appropriated \$140,000.00 in the Gas Tax budget for parkway street tree trimming and urban forestry services. This amount will again be budgeted in the Fiscal Year 2021-22 budget for the second year of the amendment. As with the original agreement, the amendment is structured so that the City is obligated to only pay for actual services provided by WCA which allows the City flexibility to utilize WCA in conjunction with City crews.

RECOMMENDATION

It is recommended that the City Council approve Amendment No. 2 to the Professional Services Agreement with West Coast Arborists, Inc. to extend the term to June 30, 2022 at a cost not to exceed \$280,000.00.

ATTACHMENTS

Attachment "A": Amendment No. 2

AMENDMENT NO. 2
TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND
WEST COAST ARBORISTS, INC.

This Amendment No.2 to the Professional Services Agreement (“Agreement”) is made and entered into this 11th day of August, 2020, by and between the City of La Puente, a California municipal corporation (“City”), and West Coast Arborists Inc., a California corporation (“Consultant”).

RECITALS

WHEREAS, on September 23, 2015, Professional Services Agreement No. 15-1209 (“Agreement”) was entered into between the City and Consultant, to provide all labor, expertise, materials, and equipment necessary for the provision of tree care services to City ("Services"); and

WHEREAS, on October 9, 2018, Amendment No. 1 was approved by the City and Consultant to amend the Term, Payment and Exhibit B – Rate Schedule of the Agreement; and

WHEREAS, Consultant has provided continual tree care services to the City since entering into the Agreement on September 23, 2015; and

WHEREAS, the City and Consultant desire to enter into this Amendment No. 2 to the Agreement (“ Amendment No. 2”) and have agreed to amend the following: Section 1, (Term) and Section 4, (Payment) and Exhibit B – Rate Schedule.

AMENDMENT

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

Section 1. TERM

Section 1 is hereby amended to read in its entirety as follows:

This Agreement shall commence as of September 23, 2015, and shall remain and continue in effect until June 30, 2022, unless sooner terminated pursuant to the provisions of this Agreement. The City shall have the option of renewing the Agreement for one (1) additional, one-year term.

Section 4. PAYMENT

Section 4(a) is hereby amended to read in its entirety as follows:

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 B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual services satisfactorily performed on the above tasks. In no event shall the total compensation payable to Consultant as of the effective date of this Amendment No. 2 through the term period in Section 1 exceed the sum of Two Hundred Eighty Thousand Dollars (\$280,000.00), unless specifically approved in advance, in writing, by the City.

IN WITNESS WHEREOF, the City and Consultant have executed this Amendment No. 2 to the Agreement as of August 11, 2020.

"CITY"

City of La Puente

"CONSULTANT"

West Coast Arborists, Inc.

By: _____
Bob Lindsey, City Manager

By: _____
Patrick Mahoney, President

Attest:

By: _____
Sheryl Garcia, City Clerk

Approved as to form:

By: _____
James M. Casso, City Attorney

CITY OF LA PUENTE

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of September 23, 2015 ("Effective Date"), between the City of La Puente, a municipal corporation ("City") and West Coast Arborists, 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 September 22, 2018, unless sooner terminated pursuant to the provisions of this Agreement. The City shall have the option of renewing the Agreement for two (2) additional one-year terms.

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"). Tasks other than those specifically described in the Scope of Services shall not be performed without prior written approval of the City. The Services shall be performed by Consultant, unless prior written approval is first obtained from 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 urban forestry services, serving a municipal agency.

(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.

(f) Consultant represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000.00 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and any location where the Services are performed.

(g) Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sexual orientation, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination.

3. MANAGEMENT

City's Development Services Director shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by 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 B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual services satisfactorily performed on the above tasks. In no event shall the total compensation payable to Consultant under this Agreement exceed the sum of Four Hundred Five Thousand Dollars (\$405,000), unless specifically approved in advance, in writing, by the City

(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 professional liability

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

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, 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.

(c) **DUTY TO DEFEND.** In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, 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 C 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:

David Carmany, City Manager
City of La Puente
15900 E. Main Street
La Puente, CA 91744
Email: dcarmany@lapuente.org
Tel: (626) 855-1501
Fax: (626) 961-4626

With a copy to:

James M. Casso, City Attorney
Casso & Sparks
Post Office Box 4131
West Covina, CA 91791
Email: jcasso@cassosparks.com
Tel: (626) 512-5470

If to Contractor:

Patrick Mahoney, President
West Coast Arborists, Inc.
2200 East Via Burton Street
Anaheim CA 92806
Email: pmahoney@wcainc.com
Tel: (714) 991-1900 Ext.113

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.

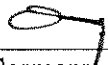
(Signatures on following page)

23. AUTHORITY TO EXECUTE THIS AGREEMENT

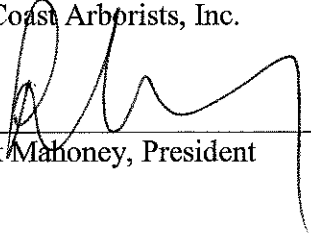
The person or persons executing this Agreement on behalf of Consultant represents and warrants that he/she has the authority to execute this Agreement on behalf of the Consultant and has the authority to bind Consultant to the performance of its obligations hereunder.

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

"CITY"
City of La Puente

By: 
David Carmany, City Manager

"CONSULTANT"
West Coast Arborists, Inc.

By: 
Patrick Mahoney, President

Attest:

By: 
Sheryl Garcia, Chief Deputy City Clerk

Approved as to form:

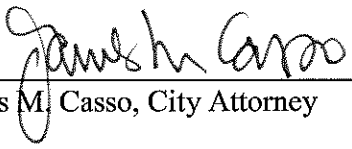
By: 
James M. Casso, City Attorney

EXHIBIT A

SCOPE OF SERVICES

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

SECTION A: GENERAL SPECIFICATIONS

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

CONTRACTOR shall complete all work to the satisfaction of and under the supervision of the Development Services Director or designated representative.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR's employees shall have:

Proper licenses and/or current certifications to operate equipment.

Ability to operate and maintain equipment in accordance with manufacturer recommendations.

Mechanical ability to make required operator adjustments to the equipment being used.

Knowledge of safety regulations as they relate to tree care and traffic control.

Ability to communicate orally and in writing in English. vii. Knowledge of tree care and related operations.

Notification:

At least seven (7) working days prior to the commencement of any non-emergency work at any tree site, CONTRACTOR shall, by mailing, notice the occupant(s) of that property of the type of work that shall be performed and the anticipated time frame during which the work shall be performed. CONTRACTOR shall maintain a log of those notified.

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

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

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

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

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

Traffic control:

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

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

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

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

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

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

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

Wildlife protection:

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

CONTRACTOR shall cease work in a tree if a nest is found and is determined to be active, unless given written permission by the City.

At no time shall any nest or wildlife be moved from its location.

In the event that wildlife is accidentally displaced and needs assistance, CONTRACTOR shall notify the Public Works Department and the nearest appropriate animal rescue facility for assistance, as described in CONTRACTOR's exhibit entitled "Protection of Wildlife plan", attached as submitted, for assistance.

Pre-inspection:

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

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

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

Utility Operations:

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

Dig Alert Requirements:

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

Work in the vicinity of aerial utilities:

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

Setup, Operations, Equipment Staging:

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

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

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

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

Identification and reporting of hazards:

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

Work Site Conditions: T

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

Access to Private Property:

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

Site Cleanup:

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

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

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

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

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

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

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

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

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

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

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

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

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

Protecting the Integrity and Value of the Urban Forest.

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

Working Hours.

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

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

Night Work.

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

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

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

CONTRACTOR's Equipment.

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

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

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

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

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

Authority and Inspections.

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

Questions.

CONTRACTOR questions regarding the performance of the work shall be directed to the Development Services Director.

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

Inspection of work.

CITY's Public Works Department shall inspect work during the performance of work or when deemed necessary. Any work found not to be acceptable will be noted in writing and shall be subject to the penalty provisions and schedule set forth in the Penalty Schedule of Agreement Exhibit B.

Work Deficiencies.

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

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

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

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

Risk Management.

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

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

Accidents, Injuries.

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

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

Property Damage.

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

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

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

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

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

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

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

Insecticides, Herbicides, Fungicides.

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

SECTION B. TECHNICAL TREE TRIMMING SPECIFICATIONS

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

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

Hardwood Tree Pruning

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

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

- a. Consult with the Development Services Director before making any cut that would result in permanent disfigurement of the structure of a tree.
- b. Trees shall be pruned so as to prevent branch and foliage interference with safe public passage. Over-street clearance shall be kept to a minimum of seventeen (17) feet above the paved surface of the street and fourteen (14) feet above the curb and surface of a public sidewalk or pedestrian way. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action. If pruning to these standards would result in permanent disfiguration of a tree, CONTRACTOR shall not prune the tree until such time as direction is obtained from an Urban Forest Field Inspector.
- c. When removing a live branch, pruning cuts should be made in branch tissue just outside the branch bark ridge and collar, which are trunk tissue. If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and the trunk.
- d. When removing a dead branch, the final cut should be made outside the collar of live callus tissue. If the collar has grown out along the branch stub, only the dead stub should be removed, the live collar should remain intact and uninjured.
- e. Whenever pruning involves the removal of limbs that are too large to hold securely in one hand during the cutting operation, the limb shall be cut off first at a point several feet beyond the intended final cut. The final cut shall be made in a manner to prevent unnecessary tearing back of the bark and wood. Cuts that result in tearing of tissue on limbs below cuts shall be penalized as described within Part Seven (7).
- f. All final tree pruning cuts shall be made in such a manner so as to favor the earliest possible covering of the wound by natural callus growth. Excessively deep flush cuts, which produce large wounds or weaken the tree at the cut, shall not be made. The branch collar should not be removed.
- g. All dead and dying branches and branch stubs that are one-half (1/2) inch diameter or larger shall be removed.
- h. All broken or loose branches shall be removed.
- i. Those branches that are developing in such a manner as to become larger than the limbs they originate from shall be removed.
- j. When encountering limbs that are weighted with more foliage than the limb is likely to support, selectively prune branches toward the end of the limb in order to reduce end weight and thus decrease the likelihood of limb failure.
- k. Selectively prune branches that create sight line conflicts with traffic control signs and/or devices.
- l. Selectively prune branches that are within five (5) feet of a structure.
- m. Clear trees of sprout or sucker growth to a minimum height of ten (10) feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
- n. Prune so as to maintain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree, unless authorized by the Development Services Director to do otherwise.
- o. Remove all vines entwined in trees and on tree trunks. Vine tendrils shall be removed without injury to trees.
- p. Tree limbs shall be removed and controlled in such a manner as to cause no damage to other parts of the tree, or to other plants or property.
- q. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree.
- r. All major pest problems shall be promptly reported to CITY.

- s. All cutting tools and saws used in tree pruning shall be kept sharpened to result in final cuts with an un-abrasive wood surface and secure bark remaining intact.
- t. All trees six (6) inches in diameter or less shall be pruned with hand tools only.
- u. Chain saws will not be permitted to remove any branches two (2) inches or less in diameter. This is to prevent any unnecessary abrasions to cambial tissue that may predispose a tree to insect and/or future disease/decay problems.
- v. Any extraneous metal, wire, rubber or other material interfering with tree growth shall be removed when possible.
- w. The use of climbing spurs or spike shoes in the act of pruning trees is prohibited, unless specifically directed by CITY to aid in the safety of climbers performing the removal of a tree.
- x. Gas powered chainsaws shall only be used for emergency situations; pruning cuts over 4" in diameter and tree removals unless permission is granted, in writing, by the Development Services Director or designated representative.

Palm Tree Pruning

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

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

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

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

Phoenix canadensis (Canary Island Date Palm): spent petiole bases shall be formed into an ornamental ball which begins directly below the lowest green fronds and acts to provide a base

of support to the palm crown. This ornamental ball shall be uniform and smooth in appearance and shall extend no less than four (4) and no more than eight (8) feet below the lowest live frond in the crown. Ornamental balls with flattened or "stop sign" sides will not be accepted. The upper portion of the ornamental ball shall not taper in, resulting in a "pineapple" appearance as this treatment defeats the support capacity of the ball. The distal portion of the ball shall begin at a point flush with the periphery of the palm trunk and make a gradual taper upwards until it reaches the periphery of the shaped ornamental ball. While forbidden to use chainsaws for pruning fronds, fruit and flowers from any palm tree in the City of Manhattan Beach, CONTRACTOR may use a chainsaw in forming and/or shaping the ornamental ball of a Canary Island Date Palm. The use of a sharpened shovels in shaping and maintaining ornamental balls often results in ornamental balls which have flat, untapered bottoms that are likely to relax and collapse into pedestrian and vehicular traffic zones with grave consequences. CONTRACTOR shall use care not to cut into live trunk tissue while maintaining the ornamental ball. CONTRACTOR shall remove any foreign plant material that has sprouted in an ornamental ball. CONTRACTOR shall verify that the ornamental ball meets the standard described herein each time a Canary Island Date Palm is pruned.

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

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

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

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

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

Tree Removal

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

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

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

- a. CONTRACTOR shall comply with all general specifications standards described herein.
- b. The diameter price given by CONTRACTOR for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein.
- c. As stated previously herein, CONTRACTOR shall identify the location of all utilities and private property landscape irrigation components prior to the removal of a tree and its root system. CONTRACTOR shall notify the Development Services Director or designated representative, in writing, of any condition that prevents the removal of a tree and/or the grinding of its root system. CONTRACTOR shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root grinding begins.
- d. CONTRACTOR shall comply with wildlife protection standards described in Attachment 2.
- e. CONTRACTOR shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion should be resolved by contacting the Development Services Director for assistance. The errant removal of trees shall be penalized as is described in Agreement Exhibit B.
- f. During a tree removal, CONTRACTOR shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and equipment. At no time shall branches, limbs or tree trunks be allowed to free-fall and create damage of any type. Loss of control incidents shall be penalized as is described in Agreement Exhibit B.
- g. Cranes and other rigging equipment shall be properly certified, with evidence of such available for inspection prior to use of said equipment in CITY. Crane operators shall be certified by Commission for the Certification of Crane Operators (NCCCO) and shall be prepared to display current certification prior to operating a crane in CITY. The use of cranes and certified operators shall not result in additional charges to CITY and is part of the unit price set forth in Agreement Exhibit B for the specific service.
- h. While loading and handling debris, CONTRACTOR shall maintain control at all times so as not to result in damage to the public rights or way or private property. In addition, CONTRACTOR shall not drop logs or trunks so as to create undue noise or impact shock related damages to public and/or private property.
- i. Stumps, including the root flare shall be ground to a depth of no less than eighteen (18) inches. Surface roots shall be traced and ground to a depth of no less than eight (8) inches. Debris generated by stump grinding and root removal shall be removed from the site and replaced with a topsoil mix. Chip shall not be used as a backfill material.
- j. Clean up after a tree removal and/or stump grinding shall include the repair of any barren areas or divots created during the tree removal by filling with topsoil and seeding with a fescue turf grass seed. Seed shall be covered by one quarter (1/4) inch topdressing of well decomposed organic fines. This is part of the unit price provided for the service and no additional compensation is provided.
- k. CONTRACTOR shall be responsible for the repair of any private property irrigation system components damaged during a tree removal or stump grinding. Repairs shall be made using components matching those that were damaged.
- l. CONTRACTOR shall inspect for, and correct, any settling that has occurred at any tree removal site for a period of no less than six (6) months after the tree removal/stump grinding has been completed. Correction is defined to include the restoration of a smooth and even grade to the

parkway and the seeding and topdressing of barren areas related to the tree removal site as specified previously herein.

Tree Planting

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

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

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

- a. CONTRACTOR shall comply with all general specifications standards described herein.
- b. CONTRACTOR shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. CONTRACTOR shall assume full responsibility for any damage that occurs during the planting of any tree.
- c. CONTRACTOR shall supply quality nursery stock which is fully rooted and representative of recognized standards for size and quality of the material being planted. Brown trunk height (BTH) for palm trees shall be measured from the top of root ball to the lowest green frond attached to the trunk at an angle of ninety (90) degrees.
- d. Planting stock shall be well watered prior to shipping and covered for the duration of transport. Trees that are delivered uncovered, with a dry or fractured root ball or with broken scaffold limbs will be rejected. Root bound material will be rejected. Palms that are delivered uncovered, with a dry root ball or with a soilless root ball will be rejected.
- e. CONTRACTOR shall not begin excavation for the planting of a tree without first confirming that the planting site being considered is indeed the site intended for the planting of a tree. Any confusion should be resolved by contacting the Development Services Director for assistance. In excavating planting pits, CONTRACTOR shall not excavate deeper than the depth of the root ball of the tree being installed.
- f. The bottom of the planting pit shall be compacted sufficiently so that the planted tree will not settle below top of root ball grade standards defined herein. As the width of the parkway allows, CONTRACTOR shall excavate the planting pit to be two (2) times the width of the root ball of the nursery stock being planted.
- g. All nursery containers and box sides shall be removed from tree root balls prior to planting. CONTRACTOR shall not install trees with box bottoms left on. All container debris (e.g. strapping, box fragments, and nails) shall be removed from the planting pit prior to backfilling.
- h. CONTRACTOR shall install the tree or palm so that the top of root ball is two (2) inches above top of curb so that the trunk flare is completely exposed. In the event that there is no curb (i.e. park site), CONTRACTOR shall install the tree or palm so that the top of root ball is two (2) inches above surrounding grade. CONTRACTOR shall not resort to cutting or trimming the root ball as a means of meeting grade standards.
- i. CONTRACTOR shall backfill hardwood tree plantings with an equal mix of excavated soil and topsoil. The topsoil portion of the backfill mix shall contain no more than ten (10) percent well decomposed organic fines.
- j. CONTRACTOR shall backfill palm plantings with one hundred (100) percent washed mortar (plaster) sand.
- k. While backfilling, CONTRACTOR shall cease backfilling when the planting pit is one half (1/2) full and apply water to remove air pockets from the backfill. Once the water has drained, CONTRACTOR shall resume backfilling the planting pit. A watering basin shall be constructed in a uniform circle and shall extend from the center of the tree trunk to six (6) inches beyond the edge of the root ball. The top of the watering basin shall be graded and maintained uniformly with the upper edge of the basin maintained at a grade of four (4) inches above the root flare of the tree.

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

Tree Watering

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

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

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

- a. CONTRACTOR shall comply with all general specifications standards described herein.
- b. As stated previously herein, CONTRACTOR shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. CONTRACTOR shall take all responsibility for any damage that occurs during the planting of any tree.
- c. CONTRACTOR shall not use hoses, equipment or water from private properties when watering parkway trees.
- d. While performing tree watering, CONTRACTOR shall maintain the tree watering basin to include the removal of weeds and debris and the maintenance of the watering basin to size and grade standards defined herein.
- e. Trees shall be watered in such a manner that does not result in erosion of the tree watering basin, splashing of parked vehicles or damage to any of the tree's surroundings. Haphazard riggings and/or watering out of the window from the cab of watering equipment will not be tolerated.
- f. CONTRACTOR shall maintain a daily log of trees watered. The log shall list the tree watered by site (e.g. 0000 N. Any Street F-1). A printed copy of the log, which shall be maintained in digital format, must accompany invoicing for tree watering services by CONTRACTOR.

Trim Oleanders on Old Valley Boulevard/Valley Boulevard

The City has a stand of Oleander plants that require periodic trimming. The plants are located along the south side of Old Valley Boulevard and Valley Boulevard. The limits on Old Valley Boulevard are Valley Boulevard from Glendora Avenue to Valley Boulevard. The limits on Valley Boulevard are from Old Valley Boulevard to Azusa Way.

The CONTRACTOR shall trim the plants vertically to a point behind the curb and horizontally to a point 7 feet above the curb. The trimming shall be done in a uniform and aesthetically pleasing manner.

SECTION C. TREE INVENTORY SPECIFICATIONS

The tree inventory must be completed within the first 60 days of the contract. The extent of the required inventory includes but is not limited to all publicly owned trees on street rights-of-way, parks, City facilities and open spaces such as medians, greenspaces, etc. The cost of the initial tree inventory is to be listed on the bid schedule. Any costs for the upkeep, maintenance and updates of the tree inventory are to be included in the cost of tree trimming.

The specifications that follow are the **desirable elements** for the tree inventory and software program. CONTRACTORS are encouraged to present to the CITY their proposal for the tree inventory and software program even though it may not meet all of the desirable elements. A joint-venture or partnership with a SUBCONSULTANT for the tree inventory may be an acceptable way of meeting this requirement.

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

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

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

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

All aspects of the tree inventory system including, but not limited to, data entry, system maintenance, system hardware and/or software upgrades and server security and stability shall be the responsibility of CONTRACTOR and shall be provided at no cost to CITY. The system

shall not be proprietary in the nature of its function and shall operate and interface with common computer software and web based applications, including the ability to export data into common spreadsheet applications. Failure to meet and maintain the requirements for the computerized tree inventory system shall be grounds for termination of the Agreement.

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

GPS Tree Inventory

Provide the City with Global Positioning System (GPS) coordinates for all trees in public spaces. This includes but is not limited to all publicly owned trees on street rights-of-way, parks, City facilities and open spaces such as medians, greenspaces, etc. The address information contained in inventory should be linked directly to a Geographical Information System (GIS) program, such as ArcView. Using a handheld computer and a backpack GPS receiver, the inventory collector will identify the trees by their global coordinates of longitude and latitude. By collecting the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs in the City. At the end of the project, the City will receive a complete listing of all sites inventoried, both in hard copy and electronically, which will enable you to connect the inventory to the City's GIS program and create various frequency reports.

A GPS tree inventory shall be created with a new database using the City's standardized addressing system for all parks and open space areas. CONTRACTOR shall be required to create an ESRI ArcView/ArcGIS compatible "shape file". The new inventory shall be capable of showing the location of every existing tree site and vacancies on the City's existing GIS base maps (streets, parcels, addresses, ROW and hardscape, etc.) The consultant's tree inventory shall be conducted by visiting each tree site or vacant planting site and plot the position. The data shall be compatible with the latest version of ArcView. Minimum accuracy shall be not more than one (1) meter.

Experience

The CONTRACTOR shall have at a minimum five (5) years' experience in collecting tree inventories and developing inventory databases, including an extensive program that simplifies the management of the City's Urban Forest. The CONTRACTOR shall have developed a complete and comprehensive computer software program in at least five (5) California cities. The program should have specialized reports designed specifically for City representatives' needs. The program should be developed based on the needs of the City and allow the City to modify and structure the program specific to our needs. The user-friendly program should allow customers to generate a variety of reports quickly.

Scope of Work

City shall provide the most up-to-date GPS inventory data to CONTRACTOR upon award of contract. CONTRACTOR will manage the entire inventory project. The project shall include field data collection, data entry, access to the computer software, and training of City employees on the use of the system, future technical maintenance and support and as an option, conversion

of the existing database. Attributes to be collected by field personnel may include, but is not limited to:

- Tree Number
- City District/Grid/LLDs/Parks/R-Areas/Residential
- Street
- Location by Address
- Location by GIS
- Species by botanical name & common name
- Tree diameter
- Tree height
- Recommended Maintenance Classification
- Existing overhead Utilities
- Parkway Size
- Parkway Type
- Sidewalk damage

Technical Support and Maintenance

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

EXHIBIT B
RATE SCHEDULE

Hardwood Tree Trimming:	Unit	Unit Price
Full prune-hardwood tree 0-6 inch DBH (diameter breast height)	EA.	\$24.00
Full prune-hardwood tree 7-16 inch DBH	EA.	\$55.00
Full prune-hardwood tree 17-24 inch DBH	EA.	\$95.00
Full prune-hardwood tree over 24 inch DBH	EA.	\$155.00
Crown Raising/Safety Prune-hardwood tree 0-6 inch DBH	EA.	\$19.00
Crown Raising/Safety Prune-hardwood tree 7-16" DBH	EA.	\$29.00
Crown Raising/Safety Prune-hardwood tree 17-24 inch DBH	EA.	\$39.00
Crown Raising/Safety Prune-hardwood tree over 24 inch DBH	EA.	\$49.00
Grid Pruning: (All trees within a Grid)	EA.	\$55.00
Palm Tree Trimming: Canary Island Date Palm	EA.	\$140.00
California Fan Palm	EA.	\$55.00
Hybird Fan Palm	EA.	\$55.00
Mexican Fan Palm	EA.	\$55.00
Windmill Palm	EA.	\$55.00
King Palm	EA.	\$25.00
Queen Palm	EA.	\$39.00
Tree Removal:		
Tree and Stump removal per inch trunk DBH	IN.	\$29.00
Stump grinding per stump diameter inch at grade	IN.	\$10.00
Tree 30DQWLQJ: LQFOXGHV WUHH ODERU VWDNHV WLHV		
15 gallon	EA.	\$115.00
24 inch Box	EA.	\$235.00
36 inch Box	EA.	\$645.00
48 inch Box	EA.	\$1,195.00
Mexican Fan Palm per foot 8TH (brown trunk height)	FT.	\$55.00
Tree Installation:		
Mexican Fan Palm 10-30 feet BTH	EA.	\$995.00

Tree Watering		
Watering of young trees, water trunk/operator-per day	DAY	\$560.00
Trimming of Oleanders on Old Valley Blvd/Valley Blvd	LS	\$20,000.00
Initial Tree Inventory		
Tree Inventory	LS	\$6,000.00
Additional Tree Inventory Updates (Per tree site)	T.S.	\$2.00
Day Rate Crew:		
Boom truck w/chip body, low decibel chipper, operator, ground person per eight (8) hour day	HR.	\$1,200.00
Call in Crew:		
Per fully equipped per man, per hour, cost, crew called in for unscheduled service	M/HR.	\$70.00
Specialty Equipment Rental: Crane/95' Aerial Tower	HR.	\$140.00
Emergency Crew:		
Per fully equipped cost per man, per hour, crew called in for emergency service nights/weekends (Per man hour)	M/HR.	\$95.00

Annual Cost Adjustments	Year 1	Year 2	Year 3	Year 4	Year5
	0.0%	5%	5%	5%	5%

Penalty Schedule

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

Worker without proper uniform and/or safety apparel, vehicle without proper	\$100.00 per occurrence
Failure to properly notice prior to the commencement of non-emergency work	\$100.00 per occurrence
Debris or trash left in area that has been vacated by workers	\$100.00 per occurrence
Postings left in place after work has been completed and area vacated by workers	\$100.00 per occurrence

Staging debris in traffic lane(s) for more than one (1) hour after generation of same debris/unattended debris	\$100.00 per occurrence
Failure to post warning signage when operating equipment in pedestrian/vehicular traffic area, violation of traffic control standards, lack of required flag person(s)	\$200.00 per occurrence
Disposal of debris at unauthorized sites (e.g. residential trash receptacles, commercial trash dumpsters, park site waste containers)	\$500.00 per occurrence.
Pruning in a manner that leaves tissue tears on remaining limbs	\$500.00 per tree
Equipment leaking fluids	\$500.00 per occurrence +cost to mitigate damage
Disfigurement/errant removal of CITY tree	\$500.00 per occurrence+ cost to mitigate value of loss in accordance with "Council of Tree and Landscape Appraisers, Guide for Plant Appraisal, current edition.
Failure to respond to emergency or after hours tree service requests within one (1) hour	\$500.00 per occurrence
Unauthorized use, transport and/or storage of any chemical insecticide, herbicide, fungicide product in the City of Manhattan	\$1000.00 per occurrence+
Loss of control incident	\$1000.00 per occurrence+ possible costs to terminate the agreement

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting 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 Agency.

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.

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

Workers' compensation insurance. 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 Agency, 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 Agency 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.

AMENDMENT NO. 1
TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND
WEST COAST ARBORISTS, INC.

This Amendment No. 1 to the Professional Services Agreement (“Agreement”) is made and entered into this 9th day of October, 2018, by and between the City of La Puente, a California municipal corporation (“City”), and West Coast Arborists Inc., a California Corporation (“Consultant”).

RECITALS

WHEREAS, on September 23, 2015, Professional Services Agreement No. 15-1209 (“Agreement”) was entered into between the City and Consultant, to provide all labor, expertise, materials, and equipment necessary for the provision of tree care services to City; and

WHEREAS, the City and Consultant desire to enter into this First Amendment to the Agreement (“First Amendment”) and have agreed to amend the following: Section 1. (Term), to extend the term of the Agreement for a period of one year; Section 4 (Payment), given the increased term, it is necessary to increase the compensation to Consultant by One Hundred Fifty-Two Thousand Dollars (\$152,000.00), further, due to additional services that were performed during the term of the Agreement, the City incurred additional costs in the amount of Thirty-Eight Thousand Dollars (\$38,000.00), and said costs are included in this First Amendment; and to include a revised Exhibit B – Rate Schedule, to reflect current rates in effect for year four of the Agreement as provided for in the original Rate Schedule.

AMENDMENT

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

This First Amendment shall be effective as of January 2018.

Section 1. TERM

Section 1. (TERM) is hereby amended to read in its entirety as follows:

This Agreement shall commence as of September 23, 2015, and shall remain and continue in effect until September 22, 2019, unless sooner terminated pursuant to the provisions of this Agreement. The City shall have the option of renewing the Agreement for one (1), one-year term.

Section 4. PAYMENT

Section 4(a) (Payment) is hereby amended to read in its entirety as follows:

- (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 B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual services satisfactorily performed on the above tasks. In no event shall the total compensation payable to Consultant under this Agreement exceed the sum of Five Hundred Ninety-Five Thousand Dollars (\$595,000.00), unless specifically approved in advance, in writing, by the City.

Exhibit B

Exhibit B, Rate Schedule, is hereby rescinded in its entirety, and replaced with Attachment 1.

IN WITNESS WHEREOF, the City and Consultant have executed this Amendment No. 1 to the Agreement as of October 9, 2018.

"CITY"

City of La Puente

By: _____

Violeta Lewis, Mayor

"CONSULTANT"

West Coast Arborists, Inc.

By: _____

Patrick Mahoney, President

Attest:

By: _____

Sheryl Garcia, City Clerk

Approved as to form:

By: _____

James M. Casso, City Attorney

EXHIBIT "B"

CITY OF LA PUENTE

Schedule of Compensation for Year 2018 - 2019

Tree Maintenance Services performed by WCA, Inc.

Item	Description	Unit	Proposed Prices
1	Grid Tree Pruning	Each	\$63.50
2	Full Prune 0-6" DSH	Each	\$27.70
3	Full Prune 7-16" DSH	Each	\$63.50
4	Full Prune 17-24" DSH	Each	\$109.45
5	Full Prune > 24" DSH	Each	\$179.00
6	Raise/Safety Prune 0-6" DSH	Each	\$21.95
7	Raise/Safety Prune 7-16" DSH	Each	\$33.50
8	Raise/Safety Prune 17-24" DSH	Each	\$45.05
9	Raise/Safety Prune > 24" DSH	Each	\$56.60
10	King Palm Prune	Each	\$28.85
11	Queen Palm Prune	Each	\$45.05
12	Fan Palm Prune	Each	\$63.50
13	Windmill Palm Prune	Each	\$63.50
14	Date Palm Prune	Each	\$161.70
15	Tree & Stump Removal	Dia. Inch	\$33.50
16	Tree Only Removal	Dia. Inch	\$21.95
17	Stump Grinding	Dia. Inch	\$11.55
18	Plant 15 Gallon tree	Each	\$132.80
19	Plant 24" Box tree	Each	\$271.40
20	Plant 36" Box tree	Each	\$744.95

21	Plant 48" Box tree	Each	\$1,380.20
22	Purchase Mexican Fan Palm BTH	Foot	\$63.50
23	Install Mexican Fan Palm 10-30 BTH	Each	\$1,149.20
24	Tree Watering	Day	\$646.80
25	Tree Inventory Updates	Each	\$2.30
26	Oleander Pruning - Old/Valley Bl	Lump Sum	\$23,100.00
27	Specialty Equipment Rental	Hour	\$161.70
28	Crew Rental - per man	Man Hour	\$80.85
29	Emergency Crew Rental - per man	Man Hour	\$109.70

Year 4 of 5; 5% annual price increase.

**Schedule of Compensation for Year 2020 - 2022****Tree Maintenance Services performed by WCA, Inc.**

Item	Description	Unit	Proposed Prices
1	Grid Prune	Each	\$63.50
2	Full Prune 0-6 DSH	Each	\$27.70
3	Full Prune 7-16 DSH	Each	\$63.50
4	Full Prune 17-24 DSH	Each	\$109.45
5	Full Prune > 24 DSH	Each	\$179.00
6	Raise/Safety Prune 0-6 DSH	Each	\$21.95
7	Raise/Safety Prune 7-16 DSH	Each	\$33.50
8	Raise/Safety Prune 17-24 DSH	Each	\$45.05
9	Raise/Safety Prune > 24 DSH	Each	\$56.60
10	King Palm Prune	Each	\$28.85
11	Queen Palm Prune	Each	\$45.05
12	Fan Palm Prune	Each	\$63.50
13	Windmill Palm Prune	Each	\$63.50
14	Date Palm Prune	Each	\$161.70
15	Tree & Stump Removal	Inch	\$33.50
16	Tree Only Removal	Inch	\$21.95
17	Stump Grinding	Inch	\$11.55
18	Plant 15 Gallon	Each	\$132.80
19	Plant 24" Box	Each	\$271.40
20	Plant 36" Box	Each	\$744.95
21	Plant 48" Box	Each	\$1,380.20
22	Purchase Mexican Fan Palm BTH	Foot	\$63.50
23	Install Mexican Fan Palm 10-30 BTH	Each	\$1,149.20
24	Watering	Day	\$646.80
25	Tree Inventory Updates	Each	\$2.30
26	Specialty Equipment Rental	Hour	\$161.70
27	Crew Rental - per man	Man Hour	\$80.85
28	Emergency Crew Rental - per man	Man Hour	\$109.70

We propose to extend the contract for two additional years at the unit rates from 2018 and holding them the same due to the COVID pandemic. Prices will be valid July 1, 2020 through June 30, 2022



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: August 11, 2020

From: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION OF A RESOLUTION AMENDING THE FISCAL YEAR 2020/21
OPERATING BUDGET

BACKGROUND

The City Council adopted the fiscal year 2020-2021 Budget and Capital Improvement Program in June of 2020. In the subsequent weeks, the City Council engaged in a dialogue exploring methods to ameliorate the economic impact of the COVID-19 pandemic within the La Puente community. At the meeting of July 28, 2020, the City Council directed staff to prepare an appropriation amendment of \$5,000 for the purpose of supporting a local food bank for the use of City residents.

DISCUSSION

Staff recommends reducing the budget for Contract Services – Recreation Services by \$5,000. This expenditure category is typically used for the purpose of contracting recreation instructors for classes at the Community Center. Since recreation classes have been cancelled due to public health guidelines, savings exist in this account. The budget of Contract Services – Community Promotions will see a corresponding increase, utilizing the same \$5,000. This account will house expenditures related to the proposed food bank activities.

FISCAL IMPACT

This budget amendment is simply a transfer of previously appropriated funds from one account to another, and there is no net impact on the General Fund. Staff plans to submit this \$5,000 and all expenditures related to the proposed food bank for reimbursement by the state under the provisions of the CARES Act funding at the time in which the funds become available.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 20-5575 amending the adopted Operating Budget for Fiscal Year 2020/21 in the amount of \$5,000.

ATTACHMENTS

Attachment “A”: Resolution No. 20-5575

RESOLUTION NO. 20-5575

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE, CALIFORNIA, AMENDING THE
ADOPTED OPERATING BUDGET FOR FISCAL YEAR
2020/2021**

WHEREAS, on June 23, 2020, the City Council approved and adopted the Fiscal Year (“FY”) 2020-21 operating budget; and

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

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

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

SECTION 2. The City of La Puente’s Operating Budget for Fiscal Year 2020-2021 is hereby amended to transfer an appropriation of funds in the amount of \$5,000 for operating costs as follows:

AMOUNT	FUND	DESCRIPTION
\$5,000 Increase	100	Contract Services-Private (Community Promotions Department)
\$5,000 Decrease	100	Contract Services-Private (Recreation Services Department)

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

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

PASSED, APPROVED AND ADOPTED this 11th day of August, 2020, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: August 11, 2020

From: Bob Lindsey, City Manager

SUBJECT: DISCUSSION AND DIRECTION REGARDING ADOPTION OF A POOL
MAINTENANCE ORDINANCE (COUNCIL MEMBER HOLLOWAY)

BACKGROUND/DISCUSSION

Unkept pools can be a breeding ground for mosquitos and disease. The San Gabriel Valley Mosquito & Vector Control District (“District”) has a very successful mail program which identifies stagnant pools and requests voluntary compliance from owners. When the District is unable to obtain voluntary compliance from an owner, they will request a city’s code enforcement to utilize their enforcement powers to obtain compliance.

Attached for City Council’s review is a sample ordinance provided by the District which was developed in conjunction with the San Gabriel Valley COG. The sample ordinance provides a mechanism for code enforcement to help address problem pools, contains fine schedules which can be modified by each city and can also be used to address other pool related issues.

District Manager, Jared Dever, will provide the City Council with a verbal presentation regarding this matter.

FISCAL IMPACT

None.

RECOMMENDATION

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

ATTACHMENTS

Attachment “A”: Sample Ordinance

Chapter ____ - POOL MAINTENANCE

#-##-### - Title.

This chapter shall be known as the city of _____ Pool Maintenance ordinance.

(Ord. No. ____, § _____)

#-##-###- Findings and purpose.

The city council finds and declares as follows:

- A. Stagnant sources of water create breeding grounds for mosquitoes, which are capable of transmitting the causative agents of human diseases.
- B. Inadequately maintained swimming pools are a significant source of stagnant or standing bodies of water within the city.
- C. It is the purpose and intent of this chapter to protect public health, safety and welfare by developing regulations that will promote the maintenance of swimming pools in the city in a healthful, sanitary and safe condition.
- D. It is further the purpose and intent of this chapter to establish administrative procedures to cause the swift abatement of inadequately maintained swimming pools.

(Ord. No. ____, § _____)

#-##-###- Definitions.

"City" means the city of _____.

"Code" means the _____ Municipal Code, and laws incorporated therein by reference, as well as any adopted and uncodified ordinances.

"City manager" means the _____ City Manager and/or his or her authorized designee(s).

"Owner" means and includes any person having legal title to any real property in the city, including all persons shown as owners on the last equalized assessment roll of the county assessor's office. Owner also includes any person with powers of attorney, executors of estates, trustees, or who are court appointed administrators, conservators, guardians or receivers.

"Person," for purposes of this chapter, means and includes any individual, partnership of any kind, corporation, limited liability company, association, joint venture or other organization or entity, however formed, as well as trustees, heirs, executors, administrators, assigns and any public entity or agency that acts as an owner in the city.

"Pool" means any swimming pool, whether above-ground or in-ground. For purposes of this chapter, "pool" also includes any above-ground or in-ground hot tub or spa, ornamental pond, fountain, bird bath, or any other man-made structure or fixture capable of collecting water.

"Property" or "premises" means any privately-owned real property in the city on which a pool, as defined in this chapter, is present.

"Responsible person" means any person, whether an owner as defined in this chapter, or a person who leases, rents, occupies or has charge, control or possession of property, who allows, causes, creates, maintains, suffers or permits the presence of a pool that is not maintained in compliance with the provisions

of this chapter, by any act or the omission of an act or duty. The actions or inactions of a responsible person's agent, employee, representative or contractor may be attributed to that responsible person.

(Ord. No. ____, § _____)

~~###-###- Enforcement; administration.~~

- A. The city manager is hereby authorized and directed to enforce the provisions of this chapter.
- B. The city manager is authorized to designate certain city personnel to assist in the enforcement of this chapter. The designees shall have such enforcement powers as are delegated by the city manager.
- C. The city manager is authorized to promulgate rules, regulations, policies and procedures to implement the provisions of this chapter, including, but not limited to, administrative policies and procedures for the city's use, independently and/or in conjunction with the San Gabriel Valley Mosquito and Vector Control District, to investigate, identify and abate pools that are not maintained in compliance with the provisions of this chapter.

(Ord. No. ____, § _____)

~~###-###- Inspections; right of entry.~~

- A. The city manager is authorized to make such inspections and take such actions as may be required to enforce the provisions of this chapter. Authorized inspections shall be limited to exterior portions of premises.
- B. When it is necessary to make an inspection to enforce the provisions of this chapter, or when the city manager has reasonable cause to believe that there exists on a premises a pool that is not maintained in compliance with the provisions of this chapter, the city manager may enter the premises at reasonable times to inspect.
 - 1. If the property is occupied, the city manager shall, before entering the premises, present proper credentials and request entry, explaining his or her reasons for the inspection.
 - 2. If the property is unoccupied, the city manager shall first make a reasonable effort to locate the owner or other responsible person, as defined in this chapter, and request entry, explaining his or her reasons for the inspection.
 - 3. If consent to entry is refused or otherwise cannot be obtained, the city manager shall have recourse to every remedy provided by law to secure lawful entry and inspect the premises, including, but not limited to, securing an inspection warrant pursuant to California Code of Civil Procedure Sections 1822.50 through 1822.57.
 - 4. Notwithstanding the foregoing, if the city manager has reasonable cause to believe that a pool is in such a condition as to pose an imminent hazard to public health and safety, the city manager shall have the right to immediately enter and inspect the premises, and may use any reasonable means required to effectuate the entry and inspection.

(Ord. No. ____, § _____)

~~###-###- Pool maintenance required; maintenance standards; owners' responsibility.~~

- A. Owners, as defined in this chapter, shall, at all times, regularly and continuously maintain a pool in one of the following manners:
 - 1. The pool shall be filtered and treated so the water remains clear and circulating;

2. The pool shall be fully drained and kept dry at all times.
- B. Any pool that is not maintained in conformance with subsection A. shall be deemed an "unmaintained pool."
- C. Notwithstanding any provision of a lease or rental agreement, or other occupancy contract or agreement, which assigns pool maintenance duties to a lessee, tenant or occupant, an owner shall be deemed responsible for the regular and continuous maintenance of his or her pool in accordance with subsection A.

(Ord. No. __, § _____)

~~###-###-~~ Violation; public nuisance; penalty.

- A. The city council finds and declares that it is unlawful for any responsible person, as defined in this chapter, to allow, cause, create, suffer or permit the presence of an unmaintained pool on his or her property.
- B. The city council finds and declares that an unmaintained pool constitutes a public nuisance subject to abatement.
- C. Any person violating the provisions of this chapter is subject to the penalty provisions set forth in chapter ~~###~~.

(Ord. No. __, § _____)

~~###-###-~~ Abatement; emergency abatement of an imminently hazardous unmaintained pool.

- A. The city manager may cause an unmaintained pool to be abated, in accordance with the procedures set forth in chapter ~~###~~.
- B. The city manager may utilize the procedures set forth in section ~~###-###-~~ for the emergency abatement of an unmaintained pool if it is determined that the pool creates an imminent hazard to public health, safety or welfare. Evidence of an imminently hazardous pool shall include, but not be limited to, the presence of mosquitoes, mosquito larvae, bacterial growth or algae, or water which is unclear, murky, clouded, green or discolored.

(Ord. No. __, § _____)

~~###-###-~~ Administrative citations.

- A. The city manager may issue an administrative citation to a responsible person who causes, allows, suffers or permits the presence of an unmaintained pool. Issuance of a citation shall be in accordance with and as provided in chapter ~~###~~.
- B. Notwithstanding any other provisions in this code, the penalty amount of an administrative citation issued for a violation of this chapter shall be assessed as follows:
 1. For the first administrative citation, the penalty shall be five hundred dollars (\$500.00).
 2. For the second administrative citation, the penalty shall be one thousand dollars (\$1,000.00).
 3. For the third administrative citation, the penalty shall be one thousand five hundred dollars (\$1,500.00).

(Ord. No. __, § _____)

#-##-###- Remedies not exclusive.

Any administrative citation pursuant to this chapter shall not prejudice or adversely affect any other civil, administrative or criminal action that may be brought to abate an unmaintained pool or to seek compensation for damages suffered. A civil or criminal action may be brought concurrently with any other process regarding the same violation.

(Ord. No. __, § _____)

#-##-###- Applicability of other laws.

This chapter is not the exclusive regulation of pool maintenance or penalty for allowing, causing, creating or permitting the presence of an unmaintained pool. It supplements, and is in addition to, other regulatory codes, statutes and ordinances heretofore or hereafter enacted by the city, San Gabriel Valley Mosquito and Vector Control District, state or any other legal entity or agency having jurisdiction, including but not limited to the provisions of Division 3 of the Health and Safety Code (Section 2000, et seq.), as well as administrative regulations adopted pursuant to those laws.

(Ord. No. __, § _____)

#-##-###- Severability.

If any section, subsection, paragraph, sentence, clause or phrase of this chapter is declared by a court of competent jurisdiction to be unconstitutional or otherwise invalid, such decision shall not affect the validity of the remaining portions of this chapter. The city council declares that it would have adopted this chapter, and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, phrases, or portions be declared invalid or unconstitutional.

(Ord. No. __, § _____)



City of La Puente AGENDA REPORT

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

From: Bob Lindsey, City Manager

By: Martha Aguirre, Office Specialist

SUBJECT: CONSIDERATION OF DESIGNATION OF A VOTING DELEGATE AND ALTERNATE(S) FOR THE ANNUAL BUSINESS MEETING (GENERAL ASSEMBLY) AT THE LEAGUE OF CALIFORNIA CITIES 2020 ANNUAL CONFERENCE

BACKGROUND/DISCUSSION

The League of California Cities' ("League") 2020 Annual Conference is scheduled for October 7-9, 2020, in Long Beach, California. The Annual Business Meeting (General Assembly), scheduled on October 9, 2020, at the Long Beach Convention Center, provides an opportunity for League membership to consider and take action on resolutions that establish League policy. The 2020 Annual Conference is scheduled to be held in-person as usual. Should COVID-19 conditions and restrictions prohibit the League from holding an in-person conference, new procedures will be provided.

In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate and may appoint up to two alternates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity. The voting delegate and alternates must be registered to attend the conference. The City may cast one vote on matters pertaining to League policy.

The League requests that each city complete a Voting Delegate/Alternate Form (Attachment A) and authorize the Mayor or City Clerk to affirm the designation reflecting the action taken by the City Council.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council designate a voting delegate and up to two alternates for the League of California Cities 2020 Annual Conference and authorize the Mayor to affirm the action of the City Council.

ATTACHMENTS

Attachment "A": League of California Cities Voting Form



CITY: _____

**2020 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to the League office by Wednesday, September 30, 2020. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

In order to vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

PLEASE ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES.

OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____

Email: _____

Mayor or City Clerk _____
(circle one) (signature)

Date: _____ Phone: _____

Please complete and return by Wednesday, September 30, 2020

League of California Cities
ATTN: Darla Yacub
1400 K Street, 4th Floor
Sacramento, CA 95814

FAX: (916) 658-8240
E-mail: dyacub@cacities.org
(916) 658-8254

ATTACHMENT A



City of La Puente AGENDA REPORT

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

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director

SUBJECT: CONSIDERATION OF A CHANGE ORDER WITH LEONIDA BUILDERS, INC. FOR SEWER AND PARK IMPROVEMENTS AT LA PUENTE PARK IN THE AMOUNT OF \$370,000.00

BACKGROUND/DISCUSSION

At the City Council meeting of January 28, 2020, the Council awarded a contract to Leonida Builders, Inc. ("Leonida") in the amount of \$1,648,031.50 for the Sewer and Park Improvements project at La Puente Park as part of the implementation of the Park Master Plan.

Construction for this project started on February 19, 2020 and is nearing final completion. Following the commencement of construction, several change orders have been necessary to advance the work being done for the project.

An additional Change Order has been identified in the amount of \$370,000.00 pertaining to the installation and connection of all new sports field light poles and new decorative pedestrian lighting along the concourse walkway and a new distribution panel to energize the new electrical system and installed infrastructure. In addition, the work also includes the removal and consolidation of two existing meters, a new enclosure, transformer, and panel and connection to the main service line which is required by Edison moving forward.

The change order consideration will allow for this work to be done as part of the current project scope and provide for the timely completion and energizing of the electrical and lighting improvements at the park and also ensure a continuation of continuity of contractor which will provide the City a layer of protection at job end with only one contractor being responsible for installation, wire routing, connectivity and final illumination.

FISCAL IMPACT

Funding for this change order is available from the following funding sources: \$222,000 from the Sewer Fund and \$148,000 from the General Fund that has already been set-aside for this project. An additional appropriation to fund this change order is not necessary.

RECOMMENDATION

It is recommended that the City Council approve a change order in the amount of \$370,000.00 with Leonida Builders, Inc.

ATTACHMENTS

None.



City of La Puente AGENDA REPORT

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

From: Bob Lindsey, City Manager

By: Roxanne E. Lerma, Director of Community Services

SUBJECT: PRESENTATION REGARDING THE CITY OF LA PUENTE PARK
MAINTENANCE STANDARDS

BACKGROUND/DISCUSSION

The City of La Puente's Community Services Department and Maintenance Division will provide a presentation on the Draft of the City of La Puente Park Maintenance Standards.

FISCAL IMPACT

None.

RECOMMENDATION

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

ATTACHMENTS

Attachment "A": Draft of the City of La Puente Park Maintenance Standards

City of La Puente



Park Maintenance Standards and Procedures 2020

City of La Puente



Park Maintenance Standards and Procedures

Requested by:

Bob Lindsey, City Manager

Respectfully Prepared by:

Raul Alvarado, Maintenance Supervisor

Director of Development Services:

John Di Mario

Director of Community Services:

Roxanne E. Lerma

Maintenance Superintendent:

Ricardo Carrillo

TABLE OF CONTENTS

Parks Maintenance Standards and Procedures

SECTION 1	1
INTRODUCTION/ GOALS	1
PARK NAMES AND ADDRESSES	2
GENERAL PARK CLEANING.....	3
RESTROOM MAINTENANCE	5
<i>a. Weekly Cleaning</i>	5
<i>b. Daily Cleaning</i>	6
<i>c. Afternoon Check and Cleaning</i>	6
<i>d. Restroom Repairs</i>	7
I. STOPPED UP TOILET	7
II. PLUGGED UP SINK AND DRINKING FOUNTAINS	7
III. FLUSH VALVE STUCK	7
SECTION 2	8
FACILITY AREAS	8
GRAFFITI REMOVAL	11
PLAYGROUND INSPECTIONS.....	12
PLAY AREA	13
PLAY AREA SURFACE	13
PLAY EQUIPMENT	14
PEST CONTROL	14
DOCUMENTATION.....	15
SECTION 3	16
IRRIGATION SYSTEMS.....	16
TURF PLANTING	20
NEW TURF PLANTING	21
SECTION 4	26
VEHICLE CARE	26
SMALL MECHANICAL EQUIPMENT MAINTENANCE	28
TREE PLANTING & MAINTENANCE.....	35
HARDSCAPE MAINTENANCE.....	36
SHRUB PLANTING & MAINTENANCE	39
SECTION 5	42
BASEBALL/SOFTBALL MAINTENANCE CHECKLIST	42

SECTION 6	44
MUST DO'S	44
TIPS AND HINTS	44
MISTAKES TO AVOID	45
SECTION 7	46
MANAGING BERMUDAGRASS SPORTS FIELDS	46
WHAT IS AERATION.....	46
DETHATCHING	47
DISEASE PREVENTION AND CONTROL	48
INSECT CONTROL	49
MOWING	50
OVERSEEDING	51
WEED CONTROL	52
TOP DRESSING	52

Goal

The Primary goal of the City of La Puente Parks Division is to provide safe and clean facilities, well-maintained and one of the finest parks in the San Gabriel Valley, and to service the recreation needs of the community by reliable well-trained staff.

The Parks Division **Mission Statement** is:

“Together we can bridge and enrich the lives of our residents, through bringing children and families into our parks and give them a great reason to stay and play for a life time; and by inspiring community pride”

About the Manual

The City Manager has developed these parks maintenance standards to assist in guiding the maintenance of City parks. The maintenance standards were developed at the request of the parks division to support the City Council’s vision, as well as to provide the community with the best possible parks and facilities.

This manual has been prepared to serve as an informational tool and as a standard for Parks Division city staff. The manual will serve as a general guideline for the frequency of maintenance for our parks, facilities, and equipment. It is the employee’s responsibility to contact his or her immediate Supervisor/ Manager or the Director of Community Services/Director of Development Services, for instructions on circumstances not covered in this manual.

It is the employee’s responsibility to take notice of safety conditions at each park or facility and take immediate action to secure against accidents or injuries until the hazard can be eliminated.

Parks are judged by the quality of their conditions. The maintenance standards herein outline and indicate the level at which maintenance should be performed to achieve the divisions goals.

Bob Lindsey, **City Manager**

Prepared by: Raul Alvarado, **Maintenance Supervisor**

John Dimario, **Director of Development Services**

Roxanne Lerma, **Director of Community Services**

Ricardo Carrillo, **Maintenance Superintendent**

1. City Facilities***Address***

City Hall	15900 E. Main St. 91744
Community Center	501 N. Glendora Ave. 91744
La Puente City Park	523 N. Glendora Ave. 91744
Puente Creek Park	14951 Nelson Ave. 91744
Senior Center	16001 E. Main St. 91744
Youth Learning Center	503 N. Glendora Ave.91744

3. GENERAL PARK CLEANING

The residents and patrons of La Puente have the right to expect a clean and safe environment when they visit our community parks and facilities. Litter in any area detracts from the landscape and visual image of the parks, and therefore it's a vital part of the maintenance program. Strategic placement of trash containers, in addition to frequent pick-up schedules, will encourage the participation to maintain the park to optimal maintenance standards. The standard for La Puente parks is free of litter, overflowing or damaged trash receptacles, and clean, hazard-free BBQs and drinking fountains.

Procedures

1. Inspect each trash receptacle, (can)
2. Empty any trash receptacle that is over halfway full. On the last day of the week (Friday/Sunday), empty all receptacles.
3. Remove the liner (all trash receptacles MUST have a liner).
4. Put new liner in can.
5. Place the full liner in cart or truck.
6. Dispose of full liner in trash bin.
7. Remove debris (including tape, paper cigarette butts, and bottle caps) on, under, and around tables/benches.
8. Pick-up debris, watch for and remove hazards like broken glass/sharp objects.
9. Place debris in trash bin or cart/truck.
10. Remove ash and debris from BBQs and hot coal bins, if applicable. For **hot coals**, add water first, let it cool down, and remove when safe.
11. Place debris and ashes in cart/truck.
12. Blow concrete picnic tables pads and pick up debris.
13. Inspect the park; remove all scattered litter and correct any hazardous conditions.
14. Place litter in cart/truck.

15. Inspect drinking fountains and sinks. Make sure the fountains and drains are in good working order; water is not running unnecessarily, water is properly dispensing, and the drinking fountain is clean.
16. Inspect play equipment for safety and function.
17. Clean and re-stock restrooms.
18. Sweep and remove debris or standing water from walkway.
19. Empty debris out of cart/truck at end of the day.

****Items noted during inspection that cannot be corrected at the time of inspection must be documented on a work order for repair and submitted to the supervisor.***

DOCUMENT ALL YOUR WORK BY FILLING OUT A WORK ORDER FOR ALL NON-ROUTINE AND EMERGENCY WORK COMPLETED.

4. RESTROOM MAINTENANCE

Toilets, urinals, sinks, and partitions must be clean, free of graffiti and odors, and well stocked. The Parks Division has for many years maintained a reputation for having clean and safe park facilities. As a part of the clean and safe facilities standard, the restroom plays a major role in the public's opinion of the parks character. The entire reputation of the park facility rest on a small area. The public may or may not notice the clean, fresh, and well-stocked restrooms; but they will pay closer attention to dirty, poorly lit, and bad smelling restrooms. The public's perception of the facility is very important; hence, all attempts shall be made to keep the park restroom clean and odor free.

Restroom maintenance shall be conducted seven days a week. Restroom maintenance is divided into three types of responsibilities; weekly cleaning, daily cleaning, and an afternoon check. Moreover, if a *complaint* is received about the facility, it should be given immediate attention.

The standard is a clean, odor free, well stocked facility with all the amenities in good working order.

NEVER MIX CHEMICALS: READ THE LABEL AND ALWAYS FOLLOW DIRECTIONS ON THE LABEL.

1. Weekly Cleaning

1. Pick up debris and trash; sweep the floors. Removed material shall be disposed of and not left outside the restroom.
2. Empty trash and sanitary napkin receptacles; replace liner as needed.
3. Operate all flush valves and faucets for proper operation and adjustment; test all hand dryer; and check drain to make sure they are flowing properly.
4. Remove all graffiti.
5. Remove spitballs, cobwebs, and other foreign materials from door, wall, ceilings, partitions, and vents.

2. Daily Cleaning

Daily cleaning may only require disinfecting, deodorizing, and spot cleaning of problem areas, especially around urinals or toilets.

1. Pick up debris and trash; sweep the floors. Removed material shall be disposed of and not left outside the restroom.
2. Empty trash and sanitary napkin receptacles; dispose of properly.
3. Operate all flush valves and faucets for proper operation and adjustment; test all hand dryer; and check drain to make sure they are flowing properly.
4. Remove all graffiti.
5. Remove spitballs, cobwebs, and other foreign materials from doors, walls, ceilings, partitions, and vents.
6. Use a mop and bucket to clean floors as needed. This saves time, opens the restrooms for the public use sooner and saves water.
7. Dry off seats, mirrors, and sinks.
8. Restock all paper products.

3. The Afternoon Check and Cleaning

The frequency of this process is determined by the use of the facility, season, and available staff resources. Weekends/Holidays staff should conduct an afternoon check as part of their routine task.

1. Do a visual inspection of the facility.
2. Pick up litter and check trash receptacles.
3. Spot clean around toilets, sinks, and urinals. Disinfect and deodorize to insure they are safe and odor free.
4. Restock all paper products.
5. Wipe down all surfaces.

1. Restroom Repairs

The last item to be covered on restroom maintenance is repair. Determine if the facilities Maintenance assistance is required or if on site staff can address the repair. Staff should attempt to resolve the situation prior to submitting a work order.

Below is a list of frequently encountered problem and solutions to those problems:

A. Stopped up Toilet

1. Remove excess paper and debris from toilet.
2. Plunger it with plumber's helper (plunger).
3. If unsuccessful, try a toilet auger (snake) if one is available.
4. If unsuccessful, notify your supervisor to create a work order.

B. Plugged up sink and Drinking Fountain Drains

1. After clearing debris, use a plunger
2. Clear the drains with a hose and high-pressure nozzle.
3. If unsuccessful, notify your supervisor.

C. Flush Valve is stuck

1. Turn off valve at the toilet and turn it back on to see if that fixes it.
2. If it fails, turn off the valve again.
3. If successful, notify your supervisor.

1. FACILITY AREAS

Picnic Area: A clean picnic facility is pleasing to the eye and pleasant to use; it should be inspected daily and cleaned as needed. Leftover food and trash could result in an insect problem. Therefore, a clean, splinter-free table is essential.

Fences and Backstops: City park fences shall be maintained for three reasons: aesthetics, security, and safety. A well maintained fence is aesthetically pleasing to the public. Fences serve as boundaries, as certain parks are backed into private properties, and they also act as a barrier to keep people out of parks after closing. Fences with loose poles and wires sticking out can be dangerous. Backstops and field of play fences must be free of holes and broken wires. This ensures that the ball remains inside the field and avoids injuries to the athletes. As such, well maintained fences and backstops reduce the liability to the city and advocate a fun and safe playing environment.

Bleachers: Park patrons commonly use benches and bleachers. In accordance with the Parks' mission statement, they shall be maintained in a clean, safe manner, free from graffiti, and kept in a presentable condition. Seats and footboards shall be smooth and free from sharp edges or splinters (where applicable) to avoid injuries. Bolts, braces, and back railings shall be secure to help prevent injuries.

PROCEDURES

A) Picnic Area

1. Apply small amounts of water to ensure charcoal is cool.
2. Remove ashes, partially burned charcoal, garbage, and left over food in, on, and around grills weekly or as needed.
3. Inspect BBQ grills weekly to ensure good operating conditions.
4. Wash down picnic areas when needed.
5. Wash lids on any receptacles that contain lids.
6. Empty trash receptacles daily.
7. Remove graffiti, broken glass, cans, pull-tops, paper, and any other such materials from the entire picnic area.

B) Fences and Backstops

1. Inspect all fences annually and backstops daily for the following:
 - a. Holes, broken wires, looseness, bulging, sagging.
 - b. Loose parts, missing ornamental tops.
 - c. All rails and fittings in place.
 - d. Stretcher bars, bands, cables and clamps in place and tight.
 - e. Sharp or protruding wires, bolts, etc.
2. Inspect gates to ensure they don't sag; check that hinges and latches are in good working condition.
3. Apply a soil strident material or weed killer under all other fencing.

C) Bleachers

1. Clean bleachers as needed.
2. Check for sharp edges and splinters.
3. Tighten any loose bolts, braces, or back railings.
4. Wash down bleachers when needed.

2. GRAFFITI REMOVAL

Graffiti in public parks and facilities is illegal and unacceptable. Graffiti shall be removed immediately after being noticed. Prompt removal of graffiti will make complete removal easier and it will discourage others from marking public property.

Every facility should be graffiti-free!

PROCEDURES

1. Use graffiti cleaner to remove graffiti from surfaces.
2. Read the label and follow instructions.
3. Wear protective gear as recommended on product label.
4. For larger or irremovable graffiti, contact supervisors.

3. PLAYGROUNDS INSPECTION

Play areas and playgrounds represent one of the most exciting features to park users. At the same time, they represent one of the greatest potential liabilities on public property. Responsible inspection and maintenance of play surfaces and play equipment in the parks will greatly reduce potential liability associated with usage of these elements.

The quality of play areas shall be judged on the basis of their safety, utility, and attractiveness. It is important that the play surface be maintained in a clean condition. Broken glass, needles, sharp metal objects, aluminum cans, litter and debris must be removed from the play area. The play area surface must be smooth and level. Potholes or depressions around footings, under swings, and other play equipment must be filled-in. Play equipment should be routinely inspected for worn or damaged parts. Moving parts such as “S” hooks should be frequently inspected for proper alignment and excessive wear, and replaced immediately. Wooden play elements tend to wear faster than other materials; therefore, it is important to inspect them for cracks, splits, splinters and jagged edges. Such equipment may require frequent sanding and re-sealing, or even replacement of some component. Note and report these conditions as soon as they are discovered.

Play Areas are free of litter and debris, level and un-compacted, and in good working order.

PROCEDURES

A) Play Area Perimeter

1. Check elements that border the play areas. (Daily)
2. Check concrete curbs and sidewalks for cracks and uplifting. (Monthly)
3. Make sure sidewalks are clear of wood chips, sand and other potential slipping and tripping hazards. (Daily)
4. Watch for and remove low branches that could cause injury. (Daily)
5. Watch for and report cavities, broken branches and signs of disease on nearby trees. (Daily)
6. Eliminate and report sources of excess or standing water from drinking fountains, sprinklers, etc. (Daily)

B) Play Area Surface

1. Keep play area surfaces clean and free of glass, needles, sharp objects, litter and debris. (Daily)
2. Remove blood, human or animal waste using disinfected bleach or other cleaners approved by the supervisor. (Daily)
3. Remove leaves, twigs, and other organic debris. (Daily)
4. Remove water and repair or report the source of the water. (Daily)

5. Fill potholes and depressions around footings, swings and other play equipment. (Daily)
6. Replace sand and wood shavings as levels diminish. Report low levels before the subsurface becomes exposed. (Daily)

C) Play Equipment

1. Inspect play equipment for worn or damaged parts, especially all moving parts.
2. Check bottom and sides of slides for excessive wear and sharp edges.
3. Inspect all hooks and swing seats for wear and tear, and make sure all hooks are closed and aligned.
4. Check wooden play equipment for cracks, splits, splinters and jagged edges.
5. Issue work order for sanding and re-painting play equipment with cracked or peeling paint.
6. Inspect nuts, bolts, pipes, and boards to insure that they do not pose a risk of injury

D) Pest Control

1. Manually cultivate and remove grass and weeds as needed.
2. In rare instances, weeds may be so excessive that spraying is more efficient. Submit a work order for spraying to the supervisor.

3. Insects such as ants, sand bees, honeybees, and yellow jackets can pose a threat. Write a work order for the pesticide applicator and submit it to the supervisor.

E) Documentation

1. Document the inspection of play areas. Observations and documentations protect the city from liability and protect park patrons.
2. Fill out routine weekly or bi-weekly facility assignment sheets.
3. Write a work order for items or damages requiring repair.
4. Report damage to the supervisor.

1. IRRIGATION SYSTEMS

A properly designed and functioning irrigation system can save water, improve plant appearance, and reduce pollution. An irrigation system also must apply water uniformly, at a rate that the soil can absorb, and the proper amount to meet the water needs of the landscape plants. A properly installed and functioning irrigation system is evenly spaced, has matching precipitation rates, the heads are clean, in good working condition, leveled and even with the grade.

PROCEDURES

1. Evaluate the condition of control system components. Look for bad connections, frayed wires, and unreadable indicators.
2. If the system includes an electrical clock, make sure power is on and check its timekeeping and operational capabilities.
3. If the timer has a battery backup, check the date on the last battery change or check the battery with a voltmeter for proper voltage.
4. Inspect visible wiring for breaks, poor connections, or broken insulation. Wiring problems can cause malfunctioning valves. Verify by checking wire voltages. If problems are found, notify the supervisor and the repair crew.
5. To check for leaks, turn off all water and read the meter. After 12 hours, (do it overnight when no water is being used for any purpose), read it again. If the meter hand has moved, check for leaks.
6. Evaluate the pressure regulator function by checking the pressure at various locations within the system.
7. Check rotation and direction of spray. Adjust the radius and arc to avoid spraying sidewalks and buildings.
8. Clean the sprinkler's inlet filter screen. Install any missing screens.
9. Check the wiper seal. If it is worn, replace it.

10 . Make sure valve opens and closes manually and automatically and does not leak.

11. Adjust valve for proper setting. Do this by turning flow control down until water flow drops. When this occurs, reverse direction one full turn.

A) Sprinkler Repair

1. Dig up sufficient area to expose sprinkler and swing joint.

2. Check lateral line, fitting, and triple swing joint for damage; if swing joint is loose, snug up all fittings related to swing joint assembly.

3. If any or all are damaged, replace as needed. If triple swing joint is missing, install one.

4. If no damage is found and the triple swing joint is there, install the sprinkler body to swing joint assembly.

5. Flush lateral line before sprinkler head is installed.

6. Make sure the nozzle is compatible with the design of the irrigation system to ensure matched precipitation rate.

7. Adjust sprinkler to grade so that the bonnet of the sprinkler is leveled with the top of the ground (grade).

8. Back fill and compact soil so that the sprinkler is stable and will not sink or move.

9. If more soil is needed, add as required. If soil is left over, remove or dispose of, or spread to surrounding areas.

10. Check once per week for two weeks for damage and soil compaction (which would require more dirt) and sprinkler function. Sprinkler function consists of: pop-up function, spray pattern, and trajectory/arc.

B) Valves and Valve Box Repair

1. **Remove surrounding grass in square sections and set aside to be re-installed later.**
2. **Remove valve box and inspect valve.**
3. Replace or rebuild valve as needed. Clean inside the valve body, the solenoid chamber, and the underside of the bonnet to remove any build-up. Replace the seat disc, diaphragm, solenoid, gaskets, o-rings, washers, and all non-metal parts.
4. Check for bad wire connection; if connections are not Pentite brand, replace them with Pentite.
5. Check wire length; if the wire is short, install 2-3 feet of 14 gage. Install the same color that is currently there. (Industry standard for common wire is normally white).
6. Coil wires around a piece of $\frac{3}{4}$ inch PVC pipe so that it looks like a spring.
7. If valve is too low, turn water off and raise valve so the flow control is 6-7 inches below the bottom of the valve box lid. If PVC glue is used, turn water on after 12 hours.
8. If valve does not need repair, then add $\frac{3}{4}$ inch rock for the foundation of the valve box.
9. Plug any or all valve box holes with a material so that dirt will not go through when back filling.

10. Before back filling, apply a layer of $\frac{3}{4}$ inch rock around outside valve box to help prevent the valve box from moving or sinking. Back fill with dirt over $\frac{3}{4}$ inch rock and compact. The $\frac{3}{4}$ inch rock should be just below bottom of the valve after back filling is complete.
11. Grade area flush with top of valve box. If extra dirt is left over, remove from site or spread to surrounding locations. If more dirt is needed, then add.
12. Re-install grass cut outs in the order in which it was removed, and then compact.
13. Remove all debris from site location pertaining to the job.
14. Finished valve box should look flush with grade.

2. TURF PLANTING

It is imperative that La Puente Parks have an environment surrounded with green, healthy plants. Grass areas provide park patrons a place for sports activities, open play areas, and picnicking. Environmentally, turf cleans the air, helps with sound reduction, and lowers surface temperatures. The new turf area shall be leveled or contoured properly, uniform, have good seed germination, free of bare spots, holes, and washed out areas.

PROCEDURES

1. Cultivate the area to be planted.
2. Rough grade the area level/flat using landscape and rock rakes.
3. Remove or add soil as needed and fine grade.
4. If dirt is not firm, use a roller to compact it slightly.
5. Select the correct seed variety for location and use.
6. Using a seed spreader, apply at a rate of 4lb per 1,000^{ft}² or as directed on the package.
7. After all seed is spread, use a screen spreader to cover seed with top dressing approximately 1/8 of an inch.
8. After all seed is covered with dressing, re-roll the area to ensure good soil/seed contact.
9. Water the area once or twice per day until the seed germinates.
10. Proper watering should wet the soil to a depth of one inch or prior to the occurrence of runoff.

3. SPORTS FACILITIES

The sport facilities are an essential part of the recreation experience. It is our goal to provide users with safe and clean basketball courts, skate park, baseball fields, soccer fields, and football field to enhance the quality of experience and play.

Baseball Field: A properly maintained baseball field is well groomed, level, the turf is uniform, has smooth transition between dirt and dust, and has well defined lines. Fences, benches, drainage, and drinking fountain must be clean and in good working condition.

Basketball Courts: Proper lining of the basketball court helps players see the boundary lines. Properly installed nets allow for better visibility of points scored. Concrete courts have traction surfaces that wear quickly. Courts should have the nets in place, be marked clearly, free of debris and litter, and have a playable non-slippery surface.

Skate park: A skate park requires attention to operate at peak performance. A properly maintained skate park must be clear of trash, debris, and swept clean, also any cosmetic concerns should be addressed immediately. Taking into account that skate parks are often a Parks Division most popular facility, the maintenance demands are very low.

Soccer Field: A properly maintained Soccer field is leveled and free of holes and litter.

Football Field: A properly maintained Football field is leveled and free of holes and litter.

PROCEDURES

A) Baseball Field Preparation and Maintenance

Maintenance of ballfields should be performed daily during baseball season and twice a week or more as needed during off-season.

1. Walk field looking for and picking up any broken glass, trash, broken sprinkler parts, or any other objects that may cause injury to a person or damage to the field.
2. Rake out any chalk from foul lines from the previous day. Rake from home base to 3rd base and from 1st to Home plate raking in the same directions as the foul lines. Make sure the entire foul line is raked.
3. Water entire infield lightly. Add extra water to the home plate and pitchers' area.
4. Wash down dugouts towards the proper drains while infield dirt soaks up any excess water.
5. Repair home plate by raking down high spots, filling excess dirt into the holes at the batter boxes and catcher area. At the same time, make sure that all excess moist dirt is compressed firmly in the holes.
6. Using home plate as a reference, use landscape/grading rake to make batter boxes and catcher area level.
7. Compress or roll home plate area.
8. Repair pitcher's mound by pulling excess dirt into the holes around pitcher's mound area. At the same time, make sure that all excess moist dirt is compressed firmly in the holes.

9. Using the pitcher rubber as a reference, use landscape rake to make pitcher mound area a smooth table. For softball, make sure the pitcher area is raked smooth, is flat, and has no holes.
10. Compress or roll pitching areas.
11. Water infield lightly to control for dust before dragging.
12. Use markers inside base holes before dragging infield.

B) Basketball Court

1. Pick up litter and debris.
2. Blow or wash down court surface.
3. Make sure court is water-free before use.
4. Make sure area is free of vandalism and graffiti.
5. The courts should have clearly visible and well-defined lines.
6. Check all nets daily; replace damaged nets as needed.
 - a. Check center court strap; replace if missing. (Tennis Court)
 - b. The height of net should be 3'6" on each side and 3' in the middle. (Tennis Court)
7. Remove all weeds from cracks in the surface.
8. Wire fences should be free of holes and loose wire.
9. Check latches on gates

10. Check lighting equipment for burnt out bulbs and broken lenses.
11. Wire fences should be free of holes and loose wire.
12. Check latches on gates.
13. Check lighting equipment for burnt out bulbs and broken lenses.
14. Wire fences should be free of holes and loose wire.
15. Check latches on gates.
16. Check lighting equipment for burnt out bulbs and broken lenses.

C) Skate Park

1. Pick up litter and debris.
2. Blow or wash down court surface.
3. Make sure area is free of vandalism and graffiti.
4. The courts should have clearly visible and well-defined lines.
5. Remove all weeds from cracks in the surface.
6. Wire fences should be free of holes and loose wire.
7. Check latches on gates

D) Soccer Field

1. Walk field.
2. Pick up litter and debris.

E) Football Field

1. Walk field.
2. Pick up litter and debris.

1. CITY VEHICLE CARE & OPERATION

The city vehicles are essential tools for daily tasks performed in maintaining the parks. Properly maintained vehicle will be safe, run smoothly, prevent unnecessary breakdowns, and extend life of the vehicle. A clean, well painted, and well-maintained vehicle is a positive reflection on the Department and the City.

A) VEHICLE CARE

1. Inspect the overall condition of the vehicle and note any defects in its appearance. This is important because if there are any damages that by another operator's negligence and you fail to note it, you could be held responsible for the damages.
2. Inspect lights: brake lights, head lights, hazard lights, stoplights, turn signals and backup lights. Fix all problems immediately.
3. Inspect the windshield wipers.
4. Inspect the brakes. Apply pressure to the brake pedal to ensure there is proper resistance. If there is a problem, report to mechanical maintenance immediately. Report any grinding or squealing noise.
5. Inspect all fluid levels: coolant level, oil, transmission fluid, power steering fluid, brake fluid, battery water, and windshield wiper fluid.
6. Check tires for proper inflation and adequate tread.
7. Inspect the interior. All vehicle operators are responsible for keeping the interiors of their vehicles clean at all times. Inspect for damaged upholstery, dashboard, etc.
8. Properly fill out vehicle inspection sheet on the first working day of the week.

9. Wash vehicle once every two weeks.

B) OPERATION

1. Ensure that the vehicle has a first aid kit and fire extinguisher is on board at all times.
2. Always fasten seat belts and adjust rear view mirrors as necessary.
3. Always practice safety and defensive driving techniques: avoid accidents.
4. When driving city streets, obey CA vehicle code.
5. Do not leave the City in a City vehicle unless authorized by your supervisor.
6. City vehicles must be used for City business only.
7. Pick up truck beds shall be free of debris at the end of each working day.
8. There shall always be a quarter tank of gas in vehicles. Fill gas tanks at the end of each working day.
9. **NO SMOKING** in city vehicles.
10. **NO TEXTING** in city vehicles.

2. SMALL MECHANICAL EQUIPMENT MAINTENANCE

WALK BEHIND MOWER

A) Pre-check

1. Wear proper safety gear before operation: Ear and eye protection, mask, gloves, & shoes.
2. Remove spark plug wire before doing anything.
3. Conduct a visual inspection to identify loose or missing parts.
4. Before operating mower, check fuel and oil.
5. Make sure all safety devices, guards, etc., are in place and operational. If not, turn in for repair.
6. Check cutting blade for signs of extreme wear.
7. Never pull starter cord all the way out.
8. Reconnect spark plug wire.

B) Maintenance

1. Use Backpack blower to remove debris.
2. Wash only when unit has cooled down. Avoid the carburetor and fuel tank.
3. If air filter is removable, wash with warm and soapy water. Allow it to dry before re-installing.
4. If air filter is enclosed, remove and blow out with air. Replace if necessary.
5. Change oil after every 30 hours of operation.

6. Change spark plugs after every 60 hours of use. (consult manual for gap measurements).
7. Replace blade after inspection shows more than 40% wear; Applies to cutting edge & sail.
8. Lube fittings, where present, to prolong life of bearings.
9. Check control cables for wear and adjustment: consult manual for adjustment.

BACKPACK BLOWER

A) Pre-check

1. Wear proper safety gear before operation: Ear and eye protection, mask, gloves, & shoes.
2. Remove spark plug wire before doing anything.
3. Conduct a visual inspection to identify loose or missing parts.
4. Use safety equipment as recommended. (i.e., dust mask and ear protection)
5. Before starting check that the muffler cover is securely fastened.
6. Assure proper fuel and two cycle oil ratio is used in accordance with manufacturer's specs.

B) Maintenance

1. Clean foam air filters with soap and warm water or blow out paper filters with air compressor.
2. Change spark plugs and filters after every 30 hours of use to insure proper starting and ignition.

3. Check pull starter for proper length and retraction.
4. Adjust throttle for proper tension.
5. Check shoulder straps and fasteners for wear.

STRINGLINE TRIMMER

A) Pre-check

1. Wear proper safety gear before operation: Ear and eye protection, mask, gloves, & shoes.
2. Check guard to be sure that it is securely fastened above the line head.
3. Check to make sure air filter and exhaust cover is in place and tightly fastened.
4. Check to ensure the line head or cutting blade is securely fastened to gear head assembly.
5. Never pull starter cord all the way out.
6. Always wear safety goggles and earplugs.

B) Maintenance

1. Assure proper fuel and two cycle ratio is used in accordance with manufacturer's specs.
2. Lube present fittings every 20 hours. (where applicable)
3. Clean foam air filters with soap and warm water (allow to dry before reinstalling), and paper filters with a compressor.

4. Change spark plugs and filters after every 30 hours of use to insure proper starting and ignition.
5. Check for wear on line head as to keep line cover in place during operation.

HEDGE TRIMMER

A) Pre-check

1. Wear proper safety gear before operation: Ear and eye protection, mask, gloves, & shoes.
2. Assure proper fuel and two cycle ratio is used in accordance with manufacturer's specs.
3. Make sure all safety devices, guards, etc., are in place and operational. If not, turn in for repair.

B) Maintenance

1. Clean foam air filters with soap and warm water (allow to dry before reinstalling), and paper filters with air compressor.
2. Grease fittings where present (especially on gear box).
3. Make sure muffler guard is fastened tight for operation.
4. Adjust cable for throttle and kill switch to maintain proper working order.
5. Change spark plugs and air filters after every 30 hours.
6. Sharpen and clean blades when necessary (according to wear). Adjust tension on blades to assure proper clearance.

CHAINSAW

A) Pre-check

1. Wear proper safety gear before operation: Ear and eye protection, mask, gloves, & shoes.
2. Assure proper fuel and two cycle ratio is used in accordance with manufacturer's specs.
3. Ensure that chain break and all safety features are in place and fully operational.
4. Check bar oil reservoir. Fill bar oil reservoir each time you refuel.
5. Safety glasses and earplugs must always be worn.
6. Check the slack in chain before operation to ensure it does not exceed ¼ inch of play when pulled. Adjust, as necessary.
7. Sharpen or replace when needed.
8. Place a small amount of oil on the bar and run the chainsaw for a short time.

B) Maintenance

1. Remove oil filter and blow out with air. Wash with warm and soapy water, dry and reinstall.
2. Check and clean oil ports to ensure they distribute oil to bar and chain during operation.
3. Change spark plugs and air filters after every 30 hours of operation.

4. Clean side case cover after each use and wire brush the exhaust port after it is cooled.
5. Clean debris and grease from the drive sprocket.
6. Check bar for stress damage such as bending or cracks.
7. Clean bar channel and check the sides for wear.
8. Make sure chain is free flowing before you start.

1. Tree Planting and Maintenance

The future of a tree depends greatly on how and where it is planted. Knowledge of how trees grow and how to properly plant and care for a tree will have a great deal to do with how healthy and successful it is in the landscape. Trees help keep our air fresh, and their leaves trap and filter dust and pollution.

The natural form and structure of the tree should be maintained. Some allowance should be made for natural character. There should be no topping, severe cutting, stubs, broken or dead branches, dead flags or other unsightly distractions. Limbs and foliage should not obstruct park signs, nor should they interfere with the utility of surrounding facilities or fixtures. Grass should not be allowed near the trunk. A minimum of three feet radius surrounding the tree trunk should be mulched! Properly staked and tied trees will have room for growth and garble a bark.

Procedures

Hardscape Maintenance

Pedestrians use hardscape surface in the parks for multiple purposes such as walking, running, biking, and others. To enhance the quality of life by providing safe, well-maintained parks and public places, hardscapes shall be free of dust, debris, cracks, and water to avoid slipping, tripping and other hazards.

Parking Areas: Paved lots shall be checked weekly for need of sealing, sweeping, or repair of any kind. Parking lines shall be painted and maintained in a straight, clear, and visible condition. Gravel and dirt lots shall be checked for drainage, erosion, and need of grading. Parking lot bollards and posts shall be maintained in good condition and shall be replaced as needed. All “Entrance”, “Exit”, and other parking directional signs shall be legible and maintained in good condition.

Pedestrian Bridges: Bridges in the parks must be safe for people to use. Abutments, foundations, and supports shall be checked weekly for need of repair. Unsafe bridges could collapse resulting in injury to pedestrians. Approaches and ramps shall be smooth and free from steps or ridges so as to allow easy handicap access ability. Handrails and safety rails shall be smooth and firmly secured in place to prevent people from falling. Walkways shall be maintained in a non-slippery condition.

Walks: Safety is the primary concern. Walks shall be maintained to avoid tripping and other hazards. Concrete and asphalt walks shall be free of cracks, crevices, and deterioration.

Trails: Safety is the primary concerns: the public must have a safe trail to enjoy the pleasing natural environment. Wood chips, crushed rock, and other types shall be checked for erosion and need of fill material to make firm for balance. Appropriate signs shall mark all trails.

A) Planting

1. Evaluate soil for moisture, drainage and irrigation.
2. Turn the tree so that the nursery stake is on the north side.
3. Excavate planting hole about two inches less than depth of the soil level in the box or pot.
4. Planting hole should be only 3 to 4 inches wider than the diameter of the root-ball.
5. Make sides vertical, and scratch them to allow for root penetration.
6. After digging the planting hole, fill the hole with water and allow it to drain.
7. Lay the tree on its side and tap the sides of the container. Carefully slide root-ball out of the container. Cut the container if necessary.
8. If the tree is in a wooden box, lay the tree on its side and remove the bottom of the box. Place the tree in the planting hole. Cut the metal bands and remove the wood sides from the root-ball.
9. Remove circular roots by rubbing the sides of the root-ball lightly and directing roots toward the surrounding soil.
10. Backfill with native soil from original planting hole. Compress sides with shovel handle to reduce air pockets.
11. When possible, remove nursery stake and ties at the time of planting.
12. Create berm or tree well immediately outside the root-ball. Do not cover top of the root-ball with soil! The tree well or watering basin must allow water to drain away from the trunk.
13. Add an arbor guard to protect tree base from machines.
14. After planting the tree, fill the basin with water.

B) Mulching

Mulching will reduce mechanical damage from the mowers and weed eaters.

Mulching allows Mycorrhizae fungi to assist roots with nutrient uptake.

1. Apply two to four inches of wood chips, pine needles and organic materials.
2. Leave a two to three-inch separation between the mulch and the tree trunk.
3. Keep turf at least 18 inches from the tree trunk during the first four years.
4. Expand mulch out a minimum of three feet from the trunk as the tree grows.

C) Pruning

Pruning young trees for good structure is important.

1. Remove competing, co-dominant branches or leaders, and crowding, rubbing, or interfering branches.
2. Remove broken, dead, and diseased branches.
3. Preserve low branches to improve trunk taper development and to protect the trunk from direct exposure to the sun.
4. As young trees grow larger, prune the lower branches to provide 8 feet of clearance for pedestrians and 14 feet of vehicle clearance where trees grow over roads. Branches should be pruned before they reach a size of 6-inches in diameter.

2. Shrub Planting and Maintenance

Proper planting and maintenance of shrubs will ensure good health and vigor, which will contribute to an appealing landscape. Knowledge of how shrubs and plants grow and how to properly plant and care for them will have a great deal to do with how healthy and successful they are in the landscape.

Procedures

A) Planting

1. Evaluate soil for moisture, drainage and irrigation.
2. Measure planting hole one to two inches less than depth of the soil in the container.
3. Make planting hole 3 to 4 inches wider than the diameter of root ball.
4. Make sides vertical, and scratch them to allow for root penetration.
5. After digging the planting hole, fill the hole with water and allow it to drain before planting.
6. Tap the sides of the container. Carefully slide root-ball out of the container. Cut the container if necessary.
7. While removing the shrub from container, keep root-ball intact and minimize root damage. If possible, turning the container upside down or sideways while removing the shrub may help.
8. Remove circular roots by rubbing the sides of the root-ball lightly and directing roots toward the surrounding soil.
9. Backfill with native soil from original planting hole. Compress sides with shovel handle to reduce air pockets.

10. Create one to two inch high berms immediately outside the root-ball. Do not cover the root ball with soil!
11. After planting the shrub, fill the basin with water.

B) Watering

1. Water area outside the basin to encourage roots to spread and grow into surrounding soil.
2. Fill the basin with water three times per week for the first six months.
3. Remove the water basin or berm after six months.
4. Water the shrub at deep at the drip line, two times per week to maintain shrub vigor.

C) Mulching

1. Apply two to four inches of wood chips, pine needles and organic materials under the shrub, out to the root-ball or dip line.
2. Do not cover the trunk with mulch. Leave a two to three-inch separation from the mulch and the trunk of the shrub.

D) Pruning

1. Preserve as much healthy foliage on the plant as possible.
2. Remove dead, diseased, crowding or rubbing branches.
3. Preserve low branches to improve trunk taper development.

4. Pull back vigorous shrub growth to direct and form balance.
5. Remove dead flower blossoms and stalks to prevent seed head formation and improve appearance.

Note: Shrubs which are planted within a few feet of another in a straight line are intended to serve as a hedge; thus, should be pruned as a hedge: side & top trimmed. Shrubs that are not closely planted should be pruned to retain the natural form.

City of La Puente

Parks Department

BASEBALL/SOFTBALL FIELD SAFETY AND MAINTENANCE CHECKLIST

#	Item	Check when Completed
SKINNED AREAS		
1.	The soil is not too loose to provide good running traction.	☐
2.	The soil surface is loose enough around sliding zones for safe sliding.	☐
3.	The soil is not too abrasive for safe sliding.	☐
4.	The soil is not too compacted to provide good drainage.	☐
5.	Running paths and sliding zones near bases are safe and have not become worn and leveled off.	☐
6.	Batter's box and home plate areas are safe and in good condition.	☐
7.	Pitcher's mound is safe and in good condition.	☐
8.	The skinned area has been dragged and is in good and safe condition.	☐
9.	There is no hazardous soil buildup (lip) between the skinned area and the turf.	☐
10.	The skinned area does not have unsafe wet spots and/or puddles.	☐
11.	When moist, the skinned area is not too sticky and does not adhere to shoes.	☐
12.	Sprinkler head, drainage gates, valve boxes, do not protrude above the surface.	☐
13.	The skinned area has been dragged and level.	☐
INFIELD AREA		
1.	Pitcher's mound is free of holes in the front of rubber, and landing area.	☐
2.	The pitcher's rubber is level with the surrounding surface and secured.	☐
3.	The pitcher's rubber is free from unsafe wear and gouges.	☐
4.	The pitcher's rubber is in safe working condition.	☐
5.	There is no hazardous soil buildup (lip) between the mound and the infield grass.	☐
6.	The mound was repaired or covered after the last event.	☐
PLAYING SURFACE		
1.	The surface around home plate is level with the surrounding surface.	☐
2.	The surface around home plate is clean and free of wear.	☐
3.	The batter's box is level, and free of divots and holes.	☐
4.	The catcher's area is level does not contain holes or divots.	☐
5.	Running paths and sliding zones near bases should be level.	☐
6.	The surface of home plate is not worn or irregular.	☐

TURF AREAS		
1.	There are no unsafe bare spots in turf area.	☐
2.	Surface is even because of soil grade.	☐
3.	Soil is not too wet or drains poorly making an unsafe running surface.	☐
4.	No mounds or holes have been cause by burrowing.	☐
5.	Hazardous ruts occur on the field from mowing equipment or trenching.	☐
6.	Surface is free of puddles.	☐
7.	Sprinkler heads, valves boxes do not protrude above the playing surface.	☐
BASES AND ANCHORING		
1.	The base framework or hardware is not too loose or damaged.	☐
2.	The base ground stake is safely protruding above the surface grade.	☐
3.	The base ground stake is in alignment and is level with the surface.	☐
4.	The base ground stake is firmly secured in its concrete footing.	☐
5.	The base seats properly with ground elevation.	☐
BLEACHER/ PLAYER BENCHES		
1.	The nuts and bolts on the bleachers are not loose, missing, or protruding.	☐
2.	The guard rails are not loose or missing.	☐
3.	The plank or railing end caps are not loose or missing.	☐
4.	Wooden planks are not worn out or splintered.	☐
5.	There are no hazardous protrusions or sharp edges.	☐
6.	Backstop nuts and bolts are not protruding.	☐
7.	Bench is safely anchored to the ground.	☐
8.	Bench area is kept clean and debris and litter are out of foot traffic.	☐
FENCING		
1.	Fence posts are firmly set in the ground.	☐
2.	Concrete footings are not exposed above ground.	☐
3.	Fencing is securely attached to the fence posts with proper ties.	☐
4.	There are no unsafe gaps under fencing.	☐
5.	There is bottom tension wire or railing to secure the bottom of the fence.	☐
6.	There is top railing to secure fence exposed along at the top.	☐
7.	Wire ends of chain link fencing are not exposed along the top.	☐
8.	There are no damaged portions of fencing that are loose, have sharp edges, or are protruding.	☐
9.	Gates open and close properly.	☐
10.	There are safe gaps in the backstop and netting is not worn out.	☐
11.	There are no gaps between the bottom, middle, or top railing.	☐

Must Do's- Tips & Hints and Mistakes to Avoid

Must Do's

Infield Maintenance:

- Water infield and let it penetrate the soil.
- Always remove bases and place plugs into sleeves.
- It's not a race so take your time especially when doing dragging patterns.
- Stay at least a few feet away from the edge of the grass and fence line.
- **Never Drag** faster than you can walk. **Go Slowly!**
- **Alternate patterns and dragging direction** on a daily basis from clockwise to counter clockwise.
- Alternate dragging patterns to prevent high and low spots, especially where you stop.
- Pick up and shake the drag before leaving the field to avoid dragging dirt off the infield and into turf area.
- Rake to smooth out the piles left by drag.
- Hand rake to groom the base paths, home plate area and back of radius of the infield.
- Exit the field in a different location each time to prevent build-up of the infield mix in one location.
- Scarify the field, helps break up hard and compacted material on the infield.
- After scarifying the field, finish grooming the field with the drag mat or broom.
- Add water after finishing dragging and grooming the infield.

Tips & Hints:

- Infield mix is dry, wet and level the area and compact it with a tamper, otherwise it will not stay in place.
- Pull all material from high spot and deposit in low area.
- Rake down high area around the bases with the back of the rake.
- Discard all loose material including infield mix, clay chuck around the area to be repaired.
- **Pitching areas, batter boxes & 1st, 2nd, 3rd , bases should be repaired every time they are used.**
- Always use a string as a guide line, when marking the foul line.

- Use marking paint that is specifically manufactured for turf.
- Remember, the entire infield foul line should be **UNDER first and third base.**
- **Standing water**, first remove as much water as possible! Apply a thin ½ “ of Drying Agent (Turface Quick Dry) for a wet field condition. Spread and level the material by using a rake.

Mistakes to Avoid:

- If there standing water on 1% of the turf, it's **TOO WET** for play!
 - If there standing water on 5% of the infield, it's **TOO WET** for play!
 - If your shoe leaves an impression, it's **TOO WET** for play!
 - **Never** use more than 3 bags of drying agent to make the field playable.
 - Do not use a grooming tool on any grass surfaces.
 - Do not use a drag mat within 2 feet of the grass edge.
 - Do not use a drag mat around home plate.
-
- **It's very important to read the label 1st before using herbicide, fertilizer, insecticide and pesticide!**

Managing Bermudagrass Sports Fields

The first step in developing a turfgrass management program for sports fields is to understand the various component areas that make up the entire fields. If you know the area of each component, it is easy to determine the supplies (i.e., fertilizer, herbicides, seed, sod, etc.) you will need to maintain that area.

A second consideration is the development of turfgrass maintenance practices to ensure a healthy stand of turf. A calendar of proposed management practices should be developed which take into account materials needed for the different management areas on the field. The calendar can be divided into cultural practices which promote growth (i.e., watering, fertilizing, aerification, etc.), and those that prevent pest problems from occurring (i.e., weeds, insects, and disease).

What is Aeration?

- Aeration involves perforating the soil with small holes to allow air, water and nutrients to penetrate the grass roots. This helps the roots grow deeply and produce a stronger turf.
- The main reason for aerating is to alleviate soil compaction. Compacted soils have too many solid particles in a certain volume or space, which prevents proper circulation of air, water and nutrients within the soil.

When to Aerate?

- The best time for aeration is during the growing season, when the turf can heal and fill any open areas after soil plugs are removed. Ideally, aerate the turf in the cool season grass in early spring or fall and with warm season grass in the late spring.
- Heavy use, (foot traffic, runner, sports teams and trucks).

Aerification:

- Also known as aeration, aerify, aerate.
- Aerification is a preventative maintenance program!! Recommending an aggressive aerification program.

- If you cannot aerify as often as recommended, do as often as you can. You can't aerify enough; especially around high-impact area.

Dethatching?

- Thatch is a layer of undercomposed organic matter inter-mingled with live plant stems at the soil-surface. Periodic removal of thatch with a "vertical mower" is necessary to properly maintain bermudagrass athletic fields. Visually examine thatch buildup by pulling cores from different areas of the field.
- Action is required if the layer of thatch is between ½ and ¾ inch thick. Vertical mower blades penetrate into the playing surface, removing thatch buildup at the soil-turfgrass interface.
- Blades should be placed at approximately 1 inch apart for bermudagrass. Mow in two directions at right angles. Debris (thatch) brought to the surface after vertical mowing can be raked, vacuumed, or blown off with back pack blower. Note that the process of vertical mowing places a considerable stress on existing turf canopy. To promote recovery, vertical mowing should be done in early spring and again in midsummer when conditions favor bermudagrass growth. Irrigate deeply after vertical mowing. Fertilize no later than one week after vertical mowing to stimulate growth. Irrigate immediately after fertilizing. The rate of recovery time varies with climatic conditions and soil fertility levels. Note that vertical mowing can expose weed seeds, and application of a preemergence herbicide within a week of vertical mowing.

Disease?

- Disease timing of disease occurrence: March, April, and May Common and Hybrid Bermudagrass.
- Disease Triangle, diseases, occurs when the three factors are present and meet the correct conditions.
- 1) A susceptible host- The grass plants are the hosts; choose resistant and /or tolerant varieties whenever possible.
- 2) A virulent pathogen- The disease-inciting organism is almost always present in the soil and not causing problems. However, conditions sometimes change and it can attack the turf.

- 3) A suitable environment- When certain environmental conditions are present, disease may occur. For example, hot, humid weather often contributes to the appearance of some diseases.

Disease Prevention and control:

- The best disease prevention measure is to have thick, healthy turf. Both bermudagrass and overseeded ryegrass are susceptible to several fungal diseases, but most of them are only a problem when the grass is subject to stress from over- or under fertilization, excess moisture, or traffic.

Fertilization

- The first spring fertilizer application should be made 2-3 weeks after the bermudagrass begins to green up. Nutrient applications should always be based off of soil test recommendations; early spring may be an ideal time to apply a complete fertilizer. In late spring, bermudagrass benefits from a high nitrogen source application.
- The macronutrients required for turfgrass growth include nitrogen (N), phosphorus (P), potassium (K), calcium (Ca), magnesium (Mg), and sulfur (S). Nutrient effects on turfgrass growth and health:
- Nitrogen- Influences color, shoot growth, shoot density, root growth, rhizome and stolon growth, carbohydrate reserves, high temperature stress, cold tolerance, drought resistance, wear tolerance, thatch accumulation, disease susceptibility and recuperative potential.
- Phosphorous- Involved in transfer and storage of energy for metabolic processes in turf. Affects seedling development, maturation, root growth and seed production. Needed during establishment.
- Potassium- Involved in photosynthesis; Important in the regulation of stomates and internal water management; Maintain turgor pressure in plants; Affect root growth, heat cold and drought tolerance, wear tolerance, disease susceptibility, and environmental stress resistance.
- Calcium- Aids in cell wall structure and new cell formation; Stimulates root and leaf development.
- Magnesium- Involved in formation of proteins; Found in chlorophyll molecule: Improves P uptake from soil; Aids in plant respiration.

- Sulfur-Involved with formation of proteins; helps with turf growth, green color, shoot growth and density, root growth, carbohydrate reserves, and disease susceptibility.

Insect Control

- Healthy, dense stands of turf are the best way to prevent disease, weed or insect infestations. Following proper cultural practices throughout the year, including fertilization, irrigation, mowing, seeding and soil cultivation, can minimize and sometimes eliminate pest problems. The goal of turf management program is to produce healthy turf while limiting reliance on pesticide.

Insect Prevention and Control:

- Staff should be especially aware of the need for extra caution when selecting insecticides for use on sports turf. Just because an insecticide is labeled for use on turfgrass does not necessarily mean it is labeled for use on sports turf/athletic fields. Some products are labeled for use on golf courses only, or on sod farms only, and may not be used on athletic fields.
- Always check pesticide labels carefully before applying to sports turf! Be sure the product is specifically labeled for use on sports turf/ athletic fields and that you can comply with the required re-entry interval. Although there are many species of insects that can damage sports turf, most insect problems on sports fields are caused by three insects: fire ants, armyworm and white grubs.
- Fire ants are one pest that must be controlled both on and off the playing field!

Irrigation:

The proper amount of water to apply at any one time is dependent on water holding capacity of the soil, grass species, soil texture, climatic condition (rainfall, humidity, temperature, and wind movement), exposure, intensity of use, drainage and amount of moisture present when irrigation is started.

- When natural precipitation is not sufficient, irrigation is essential to maintain the health of the turf irrigating supports active growth and helps maintain turf's green color.
- Properly irrigated turf also helps decrease weed encroachment and tolerates insect and disease pressure.
- Always water at the first sign of wilt. Wilt is characterized by folded or curled leaves, blue-green color, and visible footprints left after the walking on the surface. Wilting turf recovers quickly if it is watered immediately. Traffic should not be allowed on wilted areas or recently recovered wilted areas.

Mowing:

Is the most important but most often mismanaged aspect of sports field management. Mowing is not difficult, but timing is critical. Mowing properly can make a big difference in the look and performance of your field. It is important to keep up with your mowing schedule, especially in the spring when the turf is growing quickly.

- The correct time to cut the grass is when you remove no more than 1/3 of the leaf surface.
- Regular mowing at the proper height and the equipment is a must for sports fields.
- The best maintenance practice for bermudagrass is to mow frequently and low.
- An easy way to check whether the turf is being mowed often enough is to check the color just above the soil surface. The grass should be green all the way to the ground. If a brown layer has developed, increase the frequency of cutting.
- An advantage of frequent mowing is that the clippings may be left on the field, unless they are so thick, they prevent seeing the unmown grass underneath.
- Clippings act as a slow-release source of nutrients and will rarely cause thatch.
- Reel mowers are preferred because they give a smoother look to the turf, but rotary mowers will provide satisfactory results.
- Also check the mower for oil and hydraulic fluid leaks. Fluid leaks may injure the turf and leave brown lines through the field.
- Mowing properly can make a big difference in the look and performance of your field. It is important to keep up with your mowing schedule, especially in the spring when the turf is growing quickly.
- Change direction each time the field is mowed. This promotes upright growth and can reduce wear from equipment continually following the same pattern. Mowing the same direction creates 'grain' and the wave like ridges affect the speed and direction of the ball roll.

Overseeding:

Heavy used sports fields will “overseed” bermudagrass with perennial ryegrass, a cool-season plant, in the fall. This requires agronomic skill and should not be undertaken unless you are well informed of the added upkeep and maintenance costs. Overseeding is the seeding of one grass into an established stand of another grass. On sports fields, it usually means perennial ryegrass is sown into bermudagrass. Annual ryegrass is an alternative but is not as cold-hardy, has poorer color, tends to clump, and is more prone to staining uniforms.

- Why overseed? The most common reason is for fall and spring color when bermudagrass is dormant. Ryegrass is a cool-season grass, which provides green color from fall to spring.
- The second reason for overseeding is playability; because the grass is growing, it can recover from cleat divots.
- The third reason is protecting the bermudagrass from wear.

Soil Analysis:

Testing Soil tests should be conducted on a routine basis- every one (sand-bases fields) to three (native soil fields) years is recommended. A soil test will analyze nutrient requirements, PH, phosphorous and potassium levels, and will provide the best guide to fertilization to maintain or achieve a healthy field.

- Soil PH, the optimum soil PH for bermudagrass is between 6.0 and 7.0.
- Soil tests should be conducted every year to assess soil PH and nutrient status.

Pest Prevention and Control:

- Any outside agent that causes the grass not to grow well is a pest. Major pests are weeds, disease organisms, insects and sports players. Because the field is being grown for the sports players. Certain sports place heavy traffic on certain areas of the field. Soccer fields are heavily worn at the goal mouths. Football tends to be played mainly between the hash marks and the 20-yard lines. An advantage to baseball and softball is that these paths can be bare, but outfield positions are regularly left barren and compacted. With this knowledge, we need to pay special attention to these areas and try to keep them from developing problems.

- Aerify the areas and top-dress the most heavily used areas first. Try to keep practice away from these areas by moving the soccer goals to a sideline or by practicing football in the end zone.
- The best measure against pests is a healthy turf. Anytime a pesticide is used, be sure to read and follow label directions and restrictions. Be sure the chemical is labeled for use on turf. Give special attention to restricted-entry intervals (REI), which tell how many hours or days must pass before people can be allowed back on the field.

Weed Control

- Weeds are just plants taking advantage of conditions. The best weed control is a thick, healthy turf that does not allow sunlight to strike the soil surface. Applying herbicides to control weeds is to remove them physically. Applying herbicides to control weeds is a normal part of maintaining sports fields.

Weed Prevention and Control:

- The best defense against weeds is by increasing density and vigor of turfgrass to discourage weed competition. Weeds fill in voids in the turf. These voids can be avoided with proper selection and establishment of turf, adequate liming and fertilization per recommendations from soil tests, proper mowing heights and watering deeply and infrequently. If herbicides are necessary to control weeds, preemergence and postemergence will control winter annual, summer annual, and perennial broadleaf weeds and grasses. Always read the label when applying preemergence herbicides. If using post emergence herbicides, weeds should be actively growing for the most effective control. Never apply herbicides if the turf is stressed.
- Proper cultural practices, irrigation, and fertilization are necessities for weed-free turf.

Topdressing:

Topdressing is the addition of a thin layer of material to the surface.

- Topdressing with sand controls thatch, levels low spots, fills holes, and can be used following coring to improve soil compacted fields.
- Following aerification, it is recommended that enough sand be applied to fill the holes created by the aerator and leave a thin layer on the soil surface.
- When topdressing as a part of a general maintenance program (i.e., seeding, fertilization and core aeration).
- Topdressing soil-based fields with 1/8 inch of compost following aeration to improve athletic field playing quality.

City of La Puente



Integrated Pest Management (IPM) Program

Table of Contents

1. Introduction	3
2. About Development Services	3
3. Program Goals	4
4. What is a Pest?	4
5. Integrated Pest Management Program	5
a. Set Action Thresholds	5
b. Monitoring and Identification	5
c. Prevention	6
d. Control / Treatment	6
6. Evaluating Controls	6
7. Control Methods	7
a. Disease Agents and Pathogens	7
b. Invertebrates	8
c. Weeds	9
d. Vertebrates	9
8. Types of Pesticides used	10
9. What is a Signal Word?	11
10. Notifications	11
11. Pest Control Contractors	11
12. Record Keeping	12
13. Emergency Contacts	12
14. Pesticide Spills	12
15. Emergency Treating Facilities	12
16. Glossary	13

Introduction

The City of La Puente Development Services and the Maintenance Division has established this Integrated Pest Management (IPM) program for Maintenance Division to managed properties. **Integrated Pest Management (IPM)**, also known as **Integrated Pest Control (IPC)** is a broad-based approach that integrates various methods for economic control of pests.

IPM is a strategy used to manage insect or weed pests in the landscape by using economically and environmentally sustainable practices. It can be defined as a method of pest control which first uses **mechanical, cultural, physical, and biological** methods to keep pests at tolerable levels and then, only if necessary, **chemical** controls can be applied. Any chemical pesticides or herbicides used are the least-toxic available, most effective materials, and are always applied according to the label. IPM uses extensive knowledge about pests, such as infestation thresholds, life histories, environmental requirements, and natural enemies to complement and facilitate biological and other natural control of pests.

Generally, there are a number of non-toxic ways to control pests of various types. This can be tillage or cultivation of the soil to prevent or to control weeds. Another method is the selection of disease resistant plant varieties to avoid fungicide application. The timing of planting can also be utilized to miss the emergence or spread of pests. Biological pest control is also used and has been utilized more and more often recently. The consistent application of mulch prevents a great deal of weed growth in planters and on slopes.

One important issue to understand about pest control on plants is that prevention of pests can often be avoided by simply keeping the plants as healthy as possible. This includes proper watering, fertilizing when needed, making sure the plant has been placed where it will get the right amount of light, as well as practicing proper pruning techniques. Deviation from one or several of these factors can result in the plant attracting insects, mites or diseases.

When conditions dictate a chemical or chemicals are needed to control a pest or group of pests, the least toxic chemical is chosen. Safety has priority over the effectiveness of the product used. If no product or chemical can be found which is safe to use to control a pest, then the pest is either tolerated or perhaps the host plants are removed to eliminate the problem.

About Development Services and Maintenance Division

The Maintenance Division (Parks) mission statement is: *"Together we can bridge and enrich the lives of our residents, though bring children and families into our parks and give them a great reason to stay and play for a life time; and by inspiring community pride"*

Maintenance Division is responsible for 2 parks and park facilities, public Works, City hall, community, senior center and the young learning center buildings.

Program Goals

Maintenance Division established this IPM program to achieve the following goals:

- Protect human and pet health and the surrounding environment by employing a range of preventative strategies and only using the least-toxic products for pest control, when necessary.
- Inspect and monitor pest populations and locations to enhance control.
- Minimize the number of chemical applications.
- Minimize the quantity and toxicity of chemicals used for pest management.
- Be good stewards of the environment and minimize impacts by using species-specific pesticides and carefully targeting application areas.
- Establish clear criteria for circumstances in which using a pesticide other than a least-toxic pesticide is necessary.
- Toxic pesticides shall only be used when there is a threat to public health and safety, or to prevent economic or environmental damage¹.

What is a Pest?

Pests are organisms that will damage or interfere with the appearance and/or health of our parks including plants, turf, and trees, open space areas, or damage facilities or other structures. Pests also include organisms that impact human or animal health. Pests may transmit disease or may be a nuisance. A pest can be a plant (weed), vertebrate (bird, rodent, or other mammal), invertebrate (insect, tick, mite, or snail), nematode (roundworm), pathogen (bacteria, virus, or fungus) that cause disease, or other unwanted organism that may harm water quality, animal life, or other parts of the ecosystem.

The four main groups of pests:

- **Disease agents or pathogens** – Bacteria, Viruses, Fungi, Nematodes, Mycoplasmas, and other Microorganisms.
- **Invertebrate** – Insects, Mites and bees
- **Weeds** – Undesirable plants
- **Vertebrates** – Birds, Reptiles, Amphibians, Fish, Rodents, and other Mammals.

¹ Economic damage refers to pest damage that cause monetary loss. Environmental damage refers to very serious cases of water pollution, land contamination, and damage to biodiversity.

Integrated Pest Management Program

Integrated Pest Management (IPM) is a process involving common sense and sound solutions for treating and controlling pests. IPM anticipates and prevents pest activity and infestation by combining a number of different strategies to achieve long-term solutions to pest problems. In IPM, pest management decisions are based on need and effectiveness rather than on schedule. These solutions incorporate four basic steps: 1) set action thresholds, 2) monitor and identify pests, 3) prevention and 4) control / treatment.

1. Set Action Thresholds

There are a number of variables that determine the amount of control that needs to be applied. The main consideration that the professional needs to be aware of is what will be the impact on the species from the particular pest and what level of damage will be tolerated.

The goal of any pest management program is to prevent pests from damaging or reducing the value of our parks, turf, facilities or person. Pest management does not necessarily mean the complete elimination or eradication of a pest. It can mean controlling pests before they build up to a point at which they can cause serious problems.

Maintenance Division must determine the levels of pests it deems to be a problem, this is often referred to the Economic Injury Level (EIL)². This level can be a certain number of insects or weeds in a specific area. It may be a certain amount of feeding damage on plants. Once determined, the appropriate treatment can commence. EIL is commonly used to promote the more rational use of pesticides, to avoid pesticide resistance, reduce problems with pesticide residues on agricultural products, and reduce negative effects of pesticides on non-target organisms.

If we encounter a pest problem, often nonchemical methods can be used to control these pests. Sometimes we can simply remove the pest or the source of the problem. In some situations, if preventive measures or nonchemical ways of controlling pests do not work, we may need to resort to pesticide use to prevent pests from reaching economic injury levels.

2. Monitoring and Identifying Pests

Monitoring means checking a field, landscape, or building—or other sites—to identify which pests are present, how many there are, or what damage they've caused. Correctly identifying the pest is key to knowing whether a pest is likely to become a problem and determining the best management strategy.

Another important aspect of monitoring is property training staff on how to identify pests. Maintenance Division conducts annual training on appropriate pest control methods by utilizing in house licensed Pesticide Applicators and Advisors, as well as schedule staff to attend other

² Economic Injury Level is the level of pest infestation, when if not treated, would result in economic, social, environmental, and aesthetic damage

3. Prevention

The most cost effective pest control method is prevention. Good cultural practices can reduce pest establishment, reproduction, dispersal and survival. For example, changing irrigation practices can reduce pest problems, since too much water can increase available moisture leading to rodent and insect development. Restricting food consumption to certain areas and keeping trash cans away from doorways can help prevent insects. Mulching of planter beds help prevent weed growth and maintain moisture desirable to plants. Renovation of turf areas – seeding and repairing worn areas – can further prevent weed growth. Regular aeration and soil amendments help prevent runoff and maximize water usage. Maintenance Division has implemented irrigation schedules and cultural practices to help with our prevention efforts.

4. Control / Treatment

After monitoring and considering information about the pest, its biology, and environmental factors, we can refer to the specific pest action threshold to decide whether the pest can be tolerated or whether it is a problem that warrants control. If control is needed, the most effective management methods will be applied by using a combination of approaches that work better together than separately. Approaches for managing pests are often grouped in the following categories: biological, cultural, mechanical and physical, and chemical controls.

Biological control is the use of living organisms to control other living organisms. Most pests have natural enemies that control or suppress them effectively in some situations. Some natural enemies or beneficial predators are ladybugs, lacewing, stingless wasps, and nematodes. Examples of cultural controls are covered under prevention such as irrigation adjustments, mulch application, and appropriate trash can placement.

Mechanical or Physical control is modifying a habitat, using mechanical traps to capture pests, or using barriers or other materials to exclude pests from an area. Habitat modification include caulking, filling access holes in walls, sealing around electrical outlets, or tight fitting trash can lids. Physical traps might include pheromone sticky traps for grain or clothes moths, snap traps for mice, or traps for flies. Physical controls include utilizing hand tools for weed management, or barriers such as screens to keep birds or insects out.

Chemical control is the use of pesticides, whether they are synthetic or plant-derived, to lower the number or level of infestation of a particular pest. In IPM, pesticides are used only when needed and in combination with other approaches for more effective, long-term control. Maintenance Division uses the most selective pesticide that will do the job and be the safest for people, environment, and other organisms, as well as air, soil, and water quality. Maintenance Division applies pesticides utilizing trained or licensed personnel and contractors, using it properly and in accordance with the labels.

Evaluating Controls

- A. IF treatment action is necessary.** Instead of taking action at the first sign of a potential pest problem, the IPM process begins with asking whether any actions are needed by assessing the potential injury level. Certain pests may pose a greater potential threat in small numbers or may become threatening only in large numbers. By assessing the economic injury level on a pest specific basis, further action plans can be made for the inclusion or exclusion of treatment protocols.

- B. WHERE treatment activity should take place.** If it is decided that some treatment action is necessary, it is important to thoroughly survey the area to determine the best place to treat in order to solve the problem. Treatment should be applied where actions will have the greatest effect. Only the affected area is to be treated.
- C. WHEN action should take place.** The timing of treatments is important and should be taken into consideration. Often there are optimal times during the pest's life cycle when treatment would have the greatest effect. Conversely, there are also times when treatment could prove to be ineffective or even worsen the problem; as such, no treatment should be applied during inclement weather (rainy and windy days). Scheduled events should also be considered, as it is important to plan ahead for pesticide use.

Control Methods

Maintenance Division will practice the following control methods for each type of pest experienced in parks, facilities, and open space properties. The primary control will always consist of non-chemical approaches, applying physical, biological, and / or cultural practices. Only if necessary, the secondary control of applying some form of chemical practice will be exercised.

Disease agent or pathogens

- Primary Control: Non-chemical
 - Use of resistant varieties plant species. This is especially useful when considering which roses to choose when planting a planter.
 - Do not over fertilize; use the proper fertilizer. Over fertilizing a plant, particularly with Nitrogen, can produce lush succulent growth which is susceptible to both plant diseases and insect pests.
 - Practice good garden sanitation: pick up dead leaves, flowers and fruit on a regular basis.
 - Alter environment conditions which may be encouraging the disease.
 - Prune to allow more air circulation (example – Roses)
 - Prune surrounding plants which are shading the targeted plants
 - Remove plant material which is crowding adjacent plants encouraging plant diseases to flourish in either the shade or in the poor air circulation between the plants
 - Remove diseased plants in the area to prevent the disease from spreading.
 - Remove the diseased plant part which is infected to so the disease does not spread.
 - Use of biological controls which will naturally control or suppress the disease organisms.
- Secondary Control: Chemical controls

- Use of natural products such as biodegradable oil, baking soda, copper products and Sulphur compounds. A combination of two or more of these products may also be used.
- Use of traditional fungicides or bactericides.

Invertebrate (insects and mites) - Indoor

- Primary Control: Non-Chemical
 - Silicone caulking compound can prevent pests from getting into structures to a certain extent.
 - Sanitation and trash management is a very important way to control indoor pests whether inside offices or residences.
 - Proper storage of food in the form of sealed containers.
 - Vacuuming can be a useful type of control when populations are small.
 - Weed control outdoors can have a big influence on indoor pests such as crickets and earwigs.
- Secondary Control: Chemical
 - Use of natural products such as boric acid and diatomaceous earth.
 - Use of traditional chemicals in the form of baits which keep the pesticide away from people occupying buildings.
 - Application of an insecticide such as a silica gel or an insect growth regulator.
 - Direct spraying of an insecticide such as a contact poison.

Invertebrate (insects, mosquitos, mites, snails and slugs) - Outdoor

- Primary Control: Non-Chemical
 - Washing plant pests off of foliage. This is especially effective for soft-bodied insects such as aphids on Roses.
 - Do not over fertilize and use the proper fertilizer. See disease control above.
 - Practice good garden sanitation: pick up dead leaves, flowers and fruit on a regular basis.
 - Remove plant material which is overrun with pests and when the plant is highly unlikely to recover from the infestation.
 - Use of biological controls such as ladybugs, praying mantis, and green lacewings.
 - Encouraging the use of plants which provide a continuous season of blooms. This encourages consistent availability of nectar and pollen which parasites and predators of pests depend on.
 - Use of products which contain organisms causing the death or infertility of garden pests. *Bacillus thuringiensis* is a good example of this kind of product.

- Trapping can have some impact on pest populations whether the issue is with snails and slugs or earwigs.
- Physically picking pests off of plant material can impact the severity of the infestation especially if the pests are large such as snails or grasshoppers.
- Use of copper strips to act as barriers for snails and slugs. The copper metal produces a small electrical charge when the foot of the snail or slug.
- Remove standing water to avoid mosquito infestations
- Secondary Control: Chemical
 - Use of natural or naturally derived products such as canola oil and soap, neem oil (a natural insecticide derived from the neem tree), insecticidal soaps, orange oil sprays, hot pepper and water solution, dormant oils and iron phosphate for snails and slugs.
 - Use of traditional chemicals in the form of baits which keeps the pesticides away from the public.
 - Application of an insecticide such as a systemic (applied to the soil and absorbed through the roots) or an insect growth regulator.
 - Direct spraying of an insecticide such as a contact poison. This option is used as a last resort and is chosen on the basis of its effectiveness and how safe it is to use, especially around the public.

Weeds

- Primary Control: Non-Chemical
 - Use of mulches can help control weeds.
 - Hand cultivation of bare soil on a regular basis. This works but it is labor intensive.
 - Do not over water or over fertilize.
 - Hand pulling or digging out weeds. Works but this is also labor intensive.
 - The use of plastic or landscape fabric barriers. The initial installation is time-consuming and costly but it is effective.
 - Some biological controls are available but this option is usually used in agriculture or other application covering vast areas of weedy landscape.
- Secondary control: Chemical control
 - Use of natural or naturally derived products such as a vinegar solutions, alcohol solutions, boiling water and flame weeders. Obviously one has to use a great deal of care when using fire or flames to kill weeds.
 - Use of traditional chemical controls; i.e. Round Up.

Vertebrates

- **Primary Control: Non-Chemical**
 - Use of traps such as glue boards or snap traps for rats and mice provide a certain level of control and in some cases.
 - Trash management and sanitation goes a long way in not attracting rats and mice and less common vertebrate pests such as possums, raccoons, etc.
 - Proper storage of food and seed can help reduce attracting rats and mice and other vertebrates.
 - Live trapping can work when there are not a lot of individual pests to deal with. A downside of this method is that the trapped animals need to be released into the wild.
 - Exclusion can be very effective in keeping certain vertebrates out of structures, especially residences, historical buildings, museums and other sensitive areas where these types of animals cause problems. This works well not only for rats and mice, but also possums and lizards.
- **Secondary Control: Chemical control**
 - Use of baits is how vertebrates are controlled when a chemical option is chosen. Maintenance Division does not use second generation anticoagulants because of the problem with secondary poisoning of non-target animals. Maintenance Division uses a first generation anticoagulant which does not have secondary poisoning issues, and a rodenticide which acts as a nerve poison. This work is generally contracted out to licensed pesticide applicators.

Types of Pesticides used by Maintenance Division

When it is determined that pesticides are needed for pest management, only products registered for use in the State of CA will be applied, with strict adherence to the label directions. Applications will be undertaken by trained staff, licensed pesticide applicators, and licensed contractors.

If the application of pesticide is necessary to control a pest, Maintenance Division shall use products that are the least toxic, carry the signal word "Caution", and only affect the target pest. Uses products such as Round Up for weed control, Speed Zone Southern to control broadleaf on ballfields as a method to improve the safety and quality of play on the fields.

What is a signal word?

Signal words are required on nearly all pesticide products registered and labeled for sale in the United States. The signal word gives a pesticide user a way to quickly assess the relative hazard level associated with using a product. There are three signal words in use today: DANGER, WARNING and CAUTION.

- **Danger** - Toxicity category I is Highly toxic and Severely irritating,
- **Warning** - Toxicity category II is Moderately toxic and Moderately irritating,
- **Caution** - Toxicity category III & IV or slightly toxic and slightly irritating, is practically non-toxic and not an irritant.

City of La Puente does not use category I or II products. As new products are registered and made available, Maintenance Division will evaluate the effectiveness and where appropriate, replace category III products with category IV products. Under special circumstances Maintenance Division may use a category II to control insect or weed pests, that cannot be managed by a category III products.

City of La Puente contracts with licensed pest control companies for treatment of certain pest infestations (gophers, bees, roaches, and termites). The contractor is obligated to use the safest chemicals available, if necessary. At times, certain pests (gophers and termites) may require the use of chemicals with higher toxicity levels. Appropriate notifications will be posted prior to application, as well as consideration to keep the area closed to the public for a period of time.

Use of this Program

It should be noted that this IPM program is a dynamic document and will periodically be reviewed and revised as local and state regulations necessitate. As new pest management techniques and products become available, Maintenance Division will consider their application under the guidelines of this program.

Notification

Appropriate signage and notifications shall be posted around the parks notifying patrons prior to pest management activities that involve application of pesticides, herbicides, or other potential chemical applications. Reasonable efforts will be made to avoid individuals coming in contact with such application.

Pest Control Contractors

Pest Control vendors contracted by the City of La Puente Maintenance Division are responsible for adhering to this IPM plan. At any time the contractor applies any pesticides at City Hall - owned property or facilities where interior, exterior and grounds; contractor shall comply with this IPM plan. The contractor shall also be required to maintain records of all documents in accordance with the IPM plan and submit this information to Maintenance Division within 30 days of initial verbal or written request.

Record Keeping

CSP is responsible for maintaining records for all pesticide applications and include the information below. Pest control contractors shall also provide this information to allow for standardization of all record keeping activities.

1. Target pest
2. Date of pesticide application
3. Location of pesticide application
4. Type of quantity of pesticide used
5. Prevention and other non-chemical methods of control used
6. Application equipment used
7. Level of control
8. Name of pesticide applicator

Emergency Contacts

1. Call 911
2. Poison Information Center (800) 222-1222
3. California Poison Control System (800) 876-4766
4. Human Poison control Center (800) 222-1222
5. National Pesticide Telecommunication Network (800) 858-7378
6. Medical Group 626-965-0959

Pesticide Spills

1. Chemtrec (800) 262-8200

Emergency Treating Facilities

1. Queen of Valley hospital Emergency Room, West Covina 626-962-4011
2. Kaiser Permanente Emergency Room Baldwin Park, 626-851-1011

GLOSSARY

Note: some terms in the glossary are provided for convenience and are not covered / mentioned in this document.

Abiotic - Non-Living

Acute - Short term

Biotic – Living

Biological Control - The use of living organisms to reduce or maintain pest populations at a tolerable level

Chemical Control - The use of a control product such as a pesticide to suppress or control a pest

Chronic - Long term

Control Product - Any product, device, organism, substance, or thing that is manufactured, represented, sold or used as a means for directly or indirectly controlling, preventing, destroying, mitigating, attracting, or repelling any pest

Cultural Practices - Management practices that focus on the prevention of pest by maintaining healthy hosts through proper planting, pruning, mulching and sanitation procedures

Diversity - The variety of species, vegetation communities, habitats, or landforms in a given area

Ecology - The study of relationships between living things, with each other and with environments

Ecological Approach - A systems approach to prevention and management where control strategies are determined based on the relationship between the target organism's life cycle and its environment

Ecosystem - A community of organisms and their physical environment

Education - The knowledge and development arising from training

Emergency – A pest outbreak that poses an immediate threat to public health or will cause significant economic or environmental damage

Environmentally Sound Methods - IPM strategies and prescriptions that provide the desired result of reducing the impact of pest populations. These strategies are chosen based on the selection criteria to ensure minimal impact on the general environment and non-target organisms

Evaluation - Involves analysis of treatment strategies and prescriptions to help determine the effectiveness of the control program

Fungicide - A chemical substance or cultural biological organism used to terminate or suppress or prevent the developing fungi

Genetic Control - Management practices that focus on the prevention of pests by selecting plant material that has desirable genetic predisposing features such as resistance to pests, suitable for the environmental conditions of the site

Herbicide - A chemical substance or cultural biological organism used to terminate or suppress the growth of plants

IPM Prescriptions - Integrated pest control or eradication plans that are specific to a variety of pest management situations and/or pests and vegetation

IPM Programs - Department, Division, and/or Operational Section level programs which are designed and developed to implement the Integrated Pest Management Plan; individual programs are geared to the specific administrative and operational requirements and responsibilities of that specific working group

Insecticide - A chemical substance or cultured biological organism used to terminate or suppress the growth of insects

Inventory - A survey of selected natural resources not necessarily including an Assessment

Integrated Pest Management (IPM) - Integrated Pest Management is an ecological approach to suppressing pest populations (e.g. weeds, insects, diseases, etc) in which all necessary techniques are consolidated in a unified program, so that pests are kept at acceptable levels in effective, economical, and environmentally sound methods. Since pest problems are often symptomatic of ecological imbalances, the goal is to attempt to plan and manage ecosystems to prevent organisms from becoming pests

IPM Programs - Department, Division, and/or Operational Section level programs which are designed and developed to implement the Integrated Pest Management Plan; individual programs are geared to the specific administrative and operational requirements and responsibilities of that specific working group

Injury Levels - Injury level refers to the point in growth of a vegetation or pest problem where it will cause an unacceptable impact on: public safety, recreation, or health, natural and/or managed ecosystems; aesthetic values; economic injury to desirable plants, or the integrity, function, or service life of facilities

Legal Control - The use of Acts, Bylaws, or other legal statutes that limit the development of pest populations by restricting or regulating human activities (e.g. quarantine programs)

Management - To direct to a degree, the outcome of a particular project or land area

Miticide - A chemical substance or cultured biological organism used to terminate or suppress the growth of mites

Monitoring - Involves the regular surveying of sites and/or features to understand and identify the location and extent of potential pest management problems

Native - Species of animals or plants that have not been introduced by people or their direct activities

Natural Area - Any land and/or water area that has existing characteristics of a natural/ native plant or animal community; portions of a natural ecological and or geomorphic system. It retains or has reestablished a natural character although it need not be completely natural.

Noxious (weed) - Plants which have potential for rapid spreading and major economic impact. Weeds in this category are to be controlled to prevent their spread. They are well established in some areas of the province. Efforts must be undertaken to prevent spread to other locations within the province.

Non-Target Organism - Any plant or animal other than the intended target of a pest management strategy

Nuisance (weed) - The most common weeds which are widespread across the province. They are found on nearly all land and while they do cause economic losses, their further spread is virtually impossible since they already occupy every area to

Organism - Each individual living thing: animal, plant, fungus, bacterium, or one of the single celled creatures called protists

Parasite - An organism (parasite) that lives in or on another (host), for which it obtains food, shelter, or other requirements

Park - A specific use open space area which is managed to provide opportunities for recreation, education, cultural or aesthetic use

Pathogen - A disease-causing organism

Pest - Any injurious, noxious or troublesome insect, fungus, bacterial organism, virus, weed, rodent or other plant or animal pest, and includes any injurious, noxious or troublesome organic function of a plant or animal, whereby the situation or size of its population adversely interferes with the aesthetic, health, environmental, functional, or economic goals of humans

Pesticide - A substance that is intended, sold, or represented for use in preventing, destroying, repelling or instigating any insect, nematode, rodent, predatory animal, parasite, bacteria, fungus, weed or other form of plant or animal life or virus, except a virus, parasite, and bacteria in living people or animals

Plant Health Care (PHC) - A holistic approach to plant (turf and tree) care that focuses on the health, growth, and beauty of plants. Utilizes a comprehensive matrix of information to facilitate decision making

Preventative Measures - Management practices that are directed toward preventing the establishment of pests (e.g. site design, genetic materials, optimal site selection)

Primary Pest - A pest that poses a significant economic, physical, legal or health risk to the land inventory or personnel

Record-keeping - Involves maintenance of written records of specific pest management factors observed during monitoring, information on labor and materials used in implementation of the urban IPM program, results of applied pest management strategies, and comprehensive data on pesticide applications

Restricted (weed) - These weeds must be eradicated. Weeds in this category possess highly competitive characteristics, inherent for rapid spread, and may pose difficulties for control. These weeds are known to be very serious problems.

Rodenticide - A chemical substance or cultured biological organism used to terminate or used to control or prevent the development of rodents

Safety Data Sheet (SDS) - A listing of chemical, technical, and hazard information for the specific product it names. It states health hazards of product use and a list of all hazardous ingredients (unless a specific exemption has been granted). The sheet details safe handling and usage procedures for all applications.

Secondary Pest - A pest, if left unattended, will over time create a significant economic, physical, legal or health risk to the land inventory or personnel

Selection of Optimal Strategies - The criteria for selecting treatment tactics and developing pest management strategies include:

- A. Least disruptive of natural controls
- B. Least hazardous to human health
- C. Minimizes negative impacts to non-target organisms
- D. Least damaging to the general environment
- E. Best preserves natural or managed ecosystems
- F. Most likely to produce long-term reductions in pest control requirements
- G. Effective implementation is operationally feasible
- H. Cost-effectiveness in the short and long term

Species - A genetically distinctive group of natural populations that share a common gene pool that are reproductively isolated from all other such groups

Thresholds - may be defined and recorded as: Percentage or proportion of leaves damaged on a particular plant- Percentage of plants affected on a site- Number of pests or pest colonies counted

Timing - Involves a treatment action during the most vulnerable time in the life cycle of the vegetation or pest with the least impact on natural predators and/or other nontarget organisms

Undeveloped Land - Corporately owned land that does not contain any permanent buildings, structures or facilities

Weed - Generally a herbaceous plant not valued for use or beauty, growing wild, and regarded as using ground or hindering the growth of useful or desirable vegetation



Park Maintenance Standards and Procedures



Park Maintenance Standards and Procedures



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Park Maintenance Standards and Procedures





City of La Puente **AGENDA REPORT**

To: Mayor and City Council

For meeting of: August 11, 2020

From: Bob Lindsey, City Manager

SUBJECT: UPDATE AND DIRECTION REGARDING IAN C. CALDERON SKATE PARK

BACKGROUND/DISCUSSION

Staff will provide the City Council with an update on construction activities at the Ian C. Calderon Skate Park.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council receive and file the update and provide any necessary direction to Staff.

ATTACHMENTS

None.