City of La Puente
AGENDA REPORT

To: Mayor and City Council For meeting of: November 19, 2020

From: Bob Lindsey, City Manager

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

SUBJECT: MONTHLY BUDGET REPORT – OCTOBER 2020

BACKGROUND

The City Council adopted the Fiscal Year 2020-2021 Budget and Capital Improvement Program on June 23, 2020. The attached report examines fiscal activity taking place during the month of October 2020 and includes all funds within the operating budget. The report analyzes year-to-date transactions in comparison to budgeted amounts for the entire fiscal year, expressing each category using a percentage-of-completion methodology. It additionally provides comparisons in activity level to the same time period last fiscal year.

DISCUSSION

Revenue
General Fund revenues currently register at 13.2% of the annual budgeted amount, in contrast to 14.1% reported in October 2019. This slight difference is due to the timing of the receipt of *Franchise Fees* and *AB939 Implementation Fees* from Valley Vista Services, the contracted waste hauler for the City. These revenues were received in early November of 2020, subsequent to the period covered by this report.

Property Tax remittances for the current fiscal year will remain unrealized until subsequent months, consistent with timelines established by the Los Angeles County Auditor Controller. *Sales and Use Tax* and *Measure LP* are posting an increase of 12% and 75% year-over-year. respectively. These revenue gains are assisting to ameliorate sluggish revenue in other categories, such as *Charges for Services* and *Fines and Forfeitures.*

Charges for Services and *Fines and Forfeitures* remained low during the October period, due to the moratorium on parking citations following the street sweeper. As of November 01, 2020, this moratorium has ended, and staff expects to see an increase in this revenue category over the coming months.

During October, the City received its final apportionment of California Coronavirus Relief Funds (*State CARES Act).* The total receipts for Fiscal Year 2020-2021 are $369,298, and since the inception of the funding source, over $500,000.

The substantial revenue posting in the Vehicle Maintenance and Replacement Fund, $359,833 year-to date, is due to the receipt of a Transfer-In from the General Fund to offset the cost of purchasing lawnmowers and maintenance equipment for La Puente Park. The costs are budgeted in the General Fund, but for accounting reasons were recorded to the Vehicle Maintenance and Replacement Internal Service Fund, necessitating a transfer entry.

Expenditures

The conclusion of the September fiscal period signifies the passage of 33% of FY 2020-2021. General Fund expenditures have reached 28.0% of the annual budget, a slight increase over 20.5% recorded on October 31, 2019. The reasons for this slight year-over-year increase are as follows:

1. *Public Safety* – as of October 31, 2020 the City has made two (2) payments to the Los Angeles County Sheriff's Department, as opposed to one (1) at this time last year, causing expenditures in this category to double. This is simply a matter of timing.
2. *Transfers (General Fund)* – as noted on the revenue portion of the budget report, a transfer from the General Fund to the Vehicle Maintenance and Replacement fund was required to conform with the budgeted appropriation for lawn mowing and park maintenance equipment. The transfer-in revenue to the Vehicle Maintenance and Replacement Fund is offset by the invoice payment for the equipment from the same fund, resulting in a net effect of zero in the Internal Service Fund and allocating the expenditure properly to the General Fund.
3. *Total Special Revenue Funds* – expenditures in this category increased 36% from this time last Fiscal Year, due to the inclusion of the *CDBG CARES* and *State CARES* expenditures. These are fully offset by revenue from the state and federal governments.

RECOMMENDATION

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

ATTACHMENTS

Attachment "A": Monthly Budget Report – October 2020

CITY OF LA PUENTE
Monthly Budget Report - September 2020
Statement of Operating Expenditures
33% of the Fiscal Year Complete

	FY 2020-2021 BUDGET	FY 2020-2021 YTD ACTUAL	%	FY 2019-2020 BUDGET	FY 2019-2020 YTD ACTUAL	%
GENERAL FUND						
General Government	1,353,100	388,216	28.7%	1,139,200	340,114	29.9%
Administrative Services	1,791,100	731,810	40.9%	1,683,000	685,640	40.7%
General Services	238,100	117,282	49.3%	214,400	79,193	36.9%
Public Safety	8,451,800	1,445,637	17.1%	8,042,000	845,138	10.5%
Development Services	1,570,600	525,106	33.4%	1,289,500	509,582	39.5%
Community Services	1,792,500	648,037	36.2%	1,689,200	611,055	36.2%
Transfers	70,200	378,066	538.6%	61,800	-	0.0%
TOTAL GENERAL FUND	15,267,400 -	4,234,156	27.7%	14,119,100	3,070,723	21.7%
SPECIAL REVENUE FUNDS						
Gas Tax	958,800	284,051	29.6%	913,000	199,197	21.8%
Prop A	965,300	218,900	22.7%	973,000	206,938	21.3%
Prop C	71,400	27,246	38.2%	45,600	24,004	52.6%
Measure R	483,300	65,031	13.5%	256,200	72,142	28.2%
Measure M	472,700	80,107	16.9%	216,200	82,405	38.1%
AQMD	30,900	116,429	376.8%	105,900	89,744	84.7%
Lighting & Landscape Maintenance District	892,400	361,946	40.6%	971,300	306,588	31.6%
CDBG	444,300	93,869	21.1%	419,700	115,182	27.4%
CDBG CARES Fund	-	138,168	0.0%	-	-	0.0%
State CARES Act Fund	-	108,922	0.0%	-	-	0.0%
PEG Access	87,600	-	0.0%	86,400	23,431	27.1%
Supplemetal Law Enforcement Fund	100,000		0.0%	100,000	-	0.0%
Other Special Revenue	392,900	23,682	6.0%	264,400	-	0.0%
TOTAL SPECIAL REVENUE FUNDS	4,899,600	1,518,351	31.0%	4,351,700	1,119,631	25.7%
CAPITAL PROJECTS & DEBT SERVICE FUNDS						
Capital Projects - Debt Service	53,500	53,287	99.6%	55,000	53,287	96.9%
Series 2019A Debt Service	262,800	-	0.0%	-	-	0.0%
Series 2019 B Debt Service	234,200	-	0.0%	-	-	0.0%
TOTAL CAP. PROJ. & DEBT SERVICE FUNDS	550,500	53,287	9.7%	55,000	53,287	96.9%
SUCCESSOR AGENCY						
Successor Agency to the LPCDC	1,021,900	12,600	1.2%	1,027,900	11,905	1.2%
PROPRIETARY FUNDS						
Sewer Construction/Maintenance Fund	1,264,700	-	0.0%	1,204,000	-	0.0%
Equipment Replacement Fund	140,800	25,829	18.3%	173,100	48,536	28.0%
Vehicle Maintenance & Replacement Fund	226,800	333,537	147.1%	378,400	11,277	3.0%
TOTAL OPERATING EXPENDITURES	23,371,700	6,537,127	28.0%	21,309,200	4,375,171	20.5%

ATTACHMENT A

CITY OF LA PUENTE
Monthly Budget Report - September 2020
Statement of Revenues
33% of the Fiscal Year Complete

	FY 2020-2021 BUDGET		FY 2020-2021 YTD ACTUAL	%	FY 2019-2020 BUDGET	FY 2019-2020 YTD ACTUAL	%
GENERAL FUND							
Property Tax	6,597,300		-	0.0%	6,333,300	-	0.0%
Sales Tax	2,539,000		585,538	23.1%	3,255,700	524,150	16.1%
Sales Tax - Measure LP	2,137,500		501,301	23.5%	1,250,000	286,945	23.0%
Other Taxes and Assesments	1,479,100		104,614	7.1%	1,505,400	256,886	17.1%
Licenses and Permits	645,500		330,696	51.2%	687,700	238,472	34.7%
Fines and Forfeitures	280,000		39,853	14.2%	298,000	87,643	29.4%
Use of Money	120,000		46,631	38.9%	110,000	71,614	65.1%
Intergovernmental	67,500		203,865	302.0%	61,500	27,464	44.7%
Charges for Services	824,300		194,638	23.6%	716,200	457,233	63.8%
Other	577,200		6,124	1.1%	598,200	135,088	22.6%
TOTAL GENERAL FUND	15,267,400	-	2,013,261	13.2%	14,816,000	2,085,496	14.1%
SPECIAL REVENUE FUNDS							
Gas Tax	965,300		327,846	34.0%	1,063,000	332,136	31.2%
RMRA (SB1)	704,100		129,904	18.4%	676,400	137,786	20.4%
Prop A	827,800		282,007	34.1%	964,600	325,481	33.7%
Prop C	585,600		229,564	39.2%	697,100	238,065	34.2%
Measure R	436,700		172,105	39.4%	521,100	177,398	34.0%
Measure M	490,100		195,938	40.0%	585,700	198,671	33.9%
AQMD	53,000		-	0.0%	58,000	-	0.0%
Miscellaneous Grants	838,400		466,247	55.6%	290,000	-	0.0%
Lighting & Landscape Maintenance District	839,600		-	0.0%	827,700	-	0.0%
CDBG	445,600		-	0.0%	419,700	13,587	3.2%
PEG Access	36,500		-	0.0%	42,000	-	0.0%
Supplemetal Law Enforcement Fund	100,000		77,396	77.4%	100,000	75,993	76.0%
State CARES Act Fund	-		369,298	0.0%		-	0.0%
Other Special Revenue	1,474,700		70,238	4.8%	1,135,500	-	0.0%
TOTAL SPECIAL REVENUE FUNDS	7,797,400		2,320,543	29.8%	7,380,800	1,499,117	20.3%
CAPITAL PROJECTS & DEBT SERVICE FUNDS							
Capital Projects	68,500		53,827		55,000	53,287	0.0%
Series 2019A Debt Service	262,800		-		-	-	0.0%
Series 2019 B Debt Service	234,200		-		-	-	0.0%
TOTAL CAP. PROJ. & DEBT SERVICE FUNDS	565,500		53,827	9.5%	55,000	53,287	96.9%
SUCCESSOR AGENCY							
Successor Agency to the LPCDC	737,600		6	0.0%	699,700	22	0.0%
PROPRIETARY FUNDS							
Sewer Construction/Maintenance Fund	1,325,000		75,508	5.7%	1,504,400	69,888	4.6%
Equipment Replacement Fund	142,300		46,940	33.0%	164,500	57,696	35.1%
Vehicle Maintenance & Replacement Fund	157,500		359,833	228.5%	139,900	46,124	33.0%
TOTAL REVENUES	25,992,700		5,276,691	20.3%	24,760,300	3,915,450	15.8%

City of La Puente
AGENDA REPORT

To:	Mayor and City Council	For meeting of: November 19, 2020
From:	Bob Lindsey, City Manager	
By:	John Di Mario, Development Services Director	
SUBJECT:	CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO DECO FENCE COMPANY FOR LITTLE LEAGUE FIELDS FENCING IN THE AMOUNT OF $205,894.00	

BACKGROUND

At the City Council meeting of October 13, 2020, the City Council authorized Staff to issue a request for bids for new fencing at the Little League baseball fields consisting of the removal of all galvanized chain link fence material, new black vinyl coated fencing fabric, the sleeving of the existing galvanized posts with new black vinyl coated posts, new black vinyl coated horizontal fence rails, and the replacement of four existing posts with new 26 foot black vinyl posts at the backstop on the field facing St. Joseph School ("Project"). The Project also includes the installation of a permanent outfield fence for the two softball fields, plus a temporary outfield fence for the softball field closest to the Maintenance Yard that would be put in place for softball season and removed for football season. This item was included as a bid alternate in the bid documents.

DISCUSSION

The bid opening took place on November 2, 2020. The City received a total of five (5) bids for the project as listed below:

Deco Fence Co.	$198,369.00
Harris Steel Fence Co.	$274,172.00
Crown Fence Co.	$277,581.00*
Ace Fence Co.	$306,411.00
Dash Construction Co.	$355,073.50

*Contractor did not submit the Addendum No. 1 signed acknowledgement with bid submittal

Following the bid opening, the City received a timely bid protest letter from Harris Steel Fence Co., Inc. ("Harris") (See Attachment A).

In addition, upon reviewing all the bids, staff identified an omitted document with one of the bids. As noted above, the bid submitted by Crown Fence Company did not include the signed acknowledgement for Addendum No. 1. This results in Crown Fence Co. being a non-responsive bidder for this Project.

At the City Council meeting of February 11, 2020, the City Council adopted Resolution No. 20-5538 adopting bid protest procedures for public projects. Included as Attachment B is Resolution No. 20-5538 along with the bid protest procedures.

Pursuant to the City's bid protest procedures, Deco Fence Co., submitted a timely response to the Harris bid protest letter which is included as Attachment C.

After verifying that Deco does possess the required C13 – Fencing State contractor's license for this bid, references for Deco were contacted to verify the quality of work and reliability of past projects. The feedback received was that Deco adequately performed the work, completed the work in a timely manner and within the allocated budget.

In addition, Staff also considered and evaluated previous work experience of the principals with Deco and found no basis for the claim by Harris as being a non-responsible bidder for this Project. As a result, the Development Services Director, as designee of the City Engineer has denied the bid protest submitted by Harris. In addition, City has determined that Deco Fence Co. has been determined to be the lowest responsible bidder for the Project.

As previously noted, the bid documents provided for a bid alternate item for a removable outfield fence for the east softball field. From the four responsive bidders, the cost for this additional item ranged from a low of $6,125.00 to a high of $21,175.00. Deco's bid submittal for this item is $7,525.00. As a result, Staff is recommending that this be added to the contract amount for the Project.

Based upon the scope of work for the Project, 40 working days have been allocated for the completion of the work.

FISCAL IMPACT

The bid schedule for construction of this project totals $198,369.00 plus the bid alternative item of $7,525.00 for a total contract price of $205,894.00. With a 10 percent (10%) project contingency of $20,589.40, the total construction project budget is $226,483.40. Funding for this Project in the amount of $250,000.00 is available from a combination of State Grant Funds and the General Fund and is included in the Fiscal Year 2020-21 budget.

RECOMMENDATION

It is recommended that the City Council: (1) award the contract to Deco Fence Company in the amount of $205,894.00; and (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount.

ATTACHMENTS

Attachment "A": Harris Bid Protest Letter

Attachment “B”: Bid Protest Procedures - Resolution No. 20-5538
Attachment “C”: Deco Fence Co. Response Letter
Attachment “D”: Agreement

SINCE 1929

HARRIS STEEL FENCE

8728 SO. SAN PEDRO ST. • LOS ANGELES, CA 90003
www.harrissteelfence@aol.com

RECEIVED
CITY OF LA PUENTE
CITY CLERK'S OFFICE
20 NOV -4 AM 10 20

City of La Puente
15900 E. Main St
La Puente, CA 91744
Attn: City Clerk

Please make sure to get a "Time Stamp" receipt from whoever you drop off the letter with & a picture. Thank you

RE: Protest Letter
For Bid # 20-544

Please open Before 4:00 PM
On 11-4-20

ATTACHMENT A

HARRIS STEEL FENCE CO., INC

8728 S. SAN PEDRO
LOS ANGELES CA 90003-339

TELEPHONE 323- 751-4104
FAX 323- 751- 8812

RECEIVED
CITY OF LA PUENTE
2020 NOV -4 A 10: 30

November 3rd, 2020

Daniel Blanciak
Vice President
Harris Steel Fence Co., Inc
8728 S San Pedro St
Los Angeles, CA 90003

TO: City of La Puente
15900 E Main St
La Puente, CA 91744

& Deco Fence
691 Aztec Way
Monterey Park, CA 91755

RE: Bid # 20-544 La Puente Park Little League Fields Fencing Protest Letter

Harris Steel Fence Co., Inc protests Deco Fence bid proposal on Bid#20-544 based on the grounds of being a non-responsible bidder. Our reasons for considering Deco Fence to be a non-responsible bidder are as follows:

1. Low bidder has only been an active licensed C-13 fence under License #1066302 since June 15, 2020. They also have another license that is currently inactive under #1059090. Harris Steel Fence Co., Inc through 46 years of incorporation have never had their license go to an inactive status. We believe Deco Fence's inexperience with this field is reflected in their inaccurate bid price.

2. Due to the extreme cost difference from low bidder to 2nd place. The price is not realistic compared to the engineer's original estimate of $360,000 and is not realistic compared to the remaining bidders. The group of bidders, outside Deco Fence, are all in a similar range of price which usually indicates they are responsible bidders. Deco Fence's bid price is not only a major concern for themselves but also a major concern and liability for the City of La Puente as it is simply not accurate given the scope of work.

We hope that the City of La Puente & Deco Fence can look further into this proposal and realize that it is not a responsible bid proposal and should be thrown out to avoid contractual problems that are sure to arise during this contract. We appreciate both parties looking into and resolving this matter.

Sincerely,

Daniel Blanciak, Vice President

Home **CONTRACTORS STATE LICENSE BOARD**

Contractor's License Detail for License # 1059090

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 11/3/2020 9:57:24 AM

Business Information

DECO FENCE CO
691 AZTEC WY
MONTEREY PARK, CA 91755
Business Phone Number:(626) 283-0838

Entity	Sole Ownership
Issue Date	10/09/2019
Expire Date	10/31/2021

License Status

This license is inactive and not able to contract at this time.

Additional Status

- The license will need a contractors bond to renew active or reactivate.

Classifications

C13 - FENCING

Bonding Information

Workers' Compensation

This license has workers compensation insurance with the NATIONAL LIABILITY AND FIRE INSURANCE COMPANY
Policy Number:A9WC70372
Effective Date: 03/20/2020
Expire Date: 03/20/2021
Workers' Compensation History

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.

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 CONTRACTORS STATE LICENSE BOARD

Contractor's License Detail for License # 1066302

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

- CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure click on link that will appear below for more information. Click here for a definition of disclosable actions.
- Only construction related civil judgments reported to CSLB are disclosed (B&P 7071.17).
- Arbitrations are not listed unless the contractor fails to comply with the terms.
- Due to workload, there may be relevant information that has not yet been entered into the board's license database.

Data current as of 11/3/2020 9:57:58 AM

Business Information

DECO FENCE CO
691 AZTEC WAY
MONTEREY PARK, CA 91755
Business Phone Number:(626) 602-6235

Entity Corporation
Issue Date 06/15/2020
Expire Date 06/30/2022

License Status

This license is current and active.

All information below should be reviewed.

Classifications

C13 - FENCING

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY.
Bond Number: 65026173
Bond Amount: $15,000
Effective Date: 03/23/2020

Bond of Qualifying Individual

The qualifying individual CASEY KALI WONG certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.
Effective Date: 06/15/2020

Workers' Compensation

This license has workers compensation insurance with the NATIONAL LIABILITY AND FIRE INSURANCE COMPANY
Policy Number:A9WC70372
Effective Date: 03/20/2020
Expire Date: 03/20/2021

Other

- Personnel listed on this license (current or disassociated) are listed on other licenses.

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RESOLUTION NO. 20-5538

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, ADOPTING BID PROTEST PROCEDURES FOR PUBLIC PROJECTS

WHEREAS, bid protest procedures are essential for the timely, fair and efficient handling of bid protests; and

WHEREAS, a lack of bid protest procedures can restrict a city's efforts to manage a bid protest because there are no guidelines as to when and how a protest must be submitted, what it must contain and evaluation and final determination of the protest; and

WHEREAS, adoption of the attached bid protest procedures would ensure a timely and efficient process for the filing, evaluation and determination of challenges to awards of public works contracts.

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 Council does hereby approve the bid protest procedures attached hereto as Exhibit A.

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

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

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

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

Charles Klinakis

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk

ATTACHMENT B

EXHIBIT "A"

Bid Protest Procedures

1. Filing Bid Protest.

All bid protests must be submitted in writing and addressed to the Office of the City Clerk, 15900 E. Main Street, La Puente, CA 91744. Protests must be received by the City Clerk before 4:00 p.m. no later than two working days following the bid opening date (the "Bid Protest Deadline"). Any bid protest that is received by the City Clerk after the time period specified herein, or that is not accompanied by the bid protest fee, is untimely and invalid, and shall not be considered. A "working day" shall mean a day the City is open for normal business, excluding weekends and holidays observed by the City.

These bid protest procedures apply only to contracts for public projects that are required to be competitively bid and awarded pursuant to the provisions of the La Puente Municipal Code.

2. Standing to Protest.

Only Bidders who have submitted a Bid Proposal may submit a bid protest. Subcontractors and others with a secondary interest are not eligible to submit bid protests. A bidder may not rely on the bid protest submitted by another bidder, but must timely pursue its own protest. An individual or entity may not submit more than one bid protest for a notice inviting bids or request for proposals.

3. Protest Fees.

At the time a bid protest is filed, the protesting bidder shall deposit with the City Clerk a non-refundable bid protest fee in an amount established by Resolution of the City Council. The bid protest fee is based upon the City's reasonable costs to administer the bid protest.

4. Content of Bid Protest.

The bid protest must contain a complete statement of the basis for the protest and include all facts and supporting documentation. The protesting bidder may not amend its protest or add new grounds for protest after submittal. Bid protests must identify the notice inviting bids or request for proposals being protested by name and number. The protest must refer to the specific portion or portions of the bid documents upon which the protest is based. The protest must include the name, address, email address, and telephone number of the person representing the protesting bidder and must be signed by the person submitting the protest.

5. Copy to Protested Bidder.

A complete copy of the bid protest and all supporting documents shall be provided by the protesting party to the protested bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest. The bid protest copy shall be provided at the same date and time as is required for filing the bid protest.

6. Response to Protest.

The protested bidder may submit a written response to the protest. The response must be submitted in writing and addressed to the Office of the City Clerk, 15900 E. Main Street, La Puente, CA 91744. The response must be received by the City Clerk before 4:00 p.m. no later than two working days following the Bid Protest Deadline or after actual receipt of the bid protest, whichever is sooner (the "Response Deadline"). The response must include all facts and supporting documentation. The protested bidder may not amend its response or submit additional material after the Response Deadline. The response must include the name, address, email address, and telephone number of the person representing the protested bidder.

7. Copy to Protesting Bidder.

A complete copy of the response and all supporting documents must be concurrently transmitted by the protested bidder, by or before the Bid Protest Deadline, to the protesting bidder and any other bidder who has a reasonable prospect of receiving an award depending upon the outcome of the protest.

8. Bid Protest Evaluation and Determination.

Evaluation of bid protests will be made by the City Engineer or his/her designee, which decision shall be final.

9. Exclusive Remedy.

The procedures and timeframes set forth herein are mandatory and are the bidder's sole and exclusive remedy in the event of bid protest. A bidder's failure to comply with these procedures will constitute a waiver of any right to further pursue a bid protest, including filing a Government Code Claim or initiation of legal proceedings.

10. Right to Award.

The City reserves the right to award the Contract to the bidder it has determined to be the responsible bidder submitting the lowest responsive bid, and to issue a notice to proceed with the Work notwithstanding any pending or continuing challenge to its determination.

DECOFENCE
MODERN & CONTEMPORARY FENCING

License No. 1066302

RECEIVED
CITY OF LA PUENTE
2020 NOV -9 A 11:00

November 5, 2020

City of La Puente
15900 E. Main St.
La Puente, CA 91744

Re: Bid #20-544 La Puente Park Little League Fields Fencing

Dear Sir or Madam:

In response to the protest initiated by Harris Fence Co. this is our response to their questions:

1. Our C-13 Fencing license #1066302 is current and active at the day of bid and that is all the requirement needed to bid this project. License #1059090 was inactivated at the request of Deco Fence because we changed the company structure from a DBA to a CA Corporation which caused the Contractor's License Board to re-issue a new license number. Due to the delays caused by COVID, the Board took longer than expected to make this transition.

2. The name of the company might be new but the people behind Deco Fence have over 100 years of combined experience in the fence industry. Our Operations Manager is Mr. Simon Lau who was the owner of a fence company back in the 90s and has worked in fence construction from 1990 to today. Our Estimator has 32 years experience in fencing. The Foremen's for our crews also come from other fence companies and have been building fences for over 20 years.

Our price was much lower than the competition mainly because Deco bid it with a smaller markup than usual due to the project being one of our first large projects for this company. Our overhead is very low and we have passed the entire savings to the Owners. We have reviewed the pricing for this project and we are confident that we will perform as required.

This project will be fully bonded. This will take away any potential liability to the City of La Puente. You can rest assured that we will complete the project with the best workmanship, on budget and on time.

I look forward to working with the City of La Puente.

Sincerely,

Michael Tang
President
DBE Certified by SCMTA

cc: Harris Steel Fence Co., Inc.

ORIGIN ID:ONTA (626) 774-6092
KIMBERLY WONG
DECO FENCE CO.
3717 SCENIC DRIVE

RIVERSIDE, CA 92509
UNITED STATES US

SHIP DATE: 06NOV20
ACTWGT: 1.00 LB
CAD: 105684331/INET4280

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CITY OF LA PUENTE
15900 EAST MAIN STREET

LA PUENTE CA 91744
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CITY OF LA PUENTE
CONTRACT AGREEMENT
FOR
LA PUENTE PARK LITTLE LEAGUE FIELDS FENCING
IN THE CITY OF LA PUENTE

This contract agreement is made and entered into for the above-stated project this 19th day of November, 2020, by and between the City of La Puente, a municipal corporation, as AGENCY and Deco Fence Company, a California corporation, as Contractor.

WITNESSETH that AGENCY and Contractor have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

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

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

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

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

ARTICLE VII

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

ARTICLE VIII

BLANK

ARTICLE IX

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

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this contract agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this ________ day of __________________, 2020.

Contractor: ____
(Signature)

Name and Title (Printed) ______________________________

Contractor's License No. ______________________________

Agency Business License No. ___________________________

Federal Tax Identification No. _________________________

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

AGENCY: ____
City Manager of the City of La Puente

Attested: ____
City Clerk of the City of La Puente

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

City of La Puente

AGENDA REPORT

To: Mayor and City Council For meeting of: November 19, 2020

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director

SUBJECT: CONSIDERATION OF APPROVAL OF: (1) A CHANGE ORDER WITH WGJ ENTERPRISES, INC., DBA PCI FOR CITY STREET SIGN INSTALLATION PROJECT IN THE AMOUNT OF $39,210.00; AND (2) A RESOLUTION AMENDING THE FISCAL YEAR 2020-21 CAPITAL IMPROVEMENT PROGRAM BUDGET

BACKGROUND

At the City Council meeting of June 9, 2020, the Council awarded a contract to WGJ Enterprises, Inc., DBA PCI ("PCI") in the amount of $33,695.00 for the City Street Sign Installation Project ("Project"). The award of contract also included a ten percent (10%) contingency of $3,369.50 for approval by the City Manager to cover the cost of any contract change order work.

DISCUSSION

A Change Order has been identified regarding additional street signposts needing to be installed as part of the project due to an under estimation in the initial quantity in the bid documents. The bid documents had an estimated quantity of 183 posts with separate unit pricing for removal of existing square or round posts and installation in either concrete or grass/landscape areas. Staff has determined that an additional 108 new posts need to be installed to complete the Project. The discrepancy in the posts count resulted from discussions among Staff to initially just paint the round poles that were in a fair to good condition instead of replacing them. However, it was later determined to replace them with the new square and solid powder coated brown posts to have the same uniform look throughout the City. Unfortunately, this quantity adjustment did not get revised in the final bid documents. Based on the unit pricing in the bid schedule, the additional cost is $30,455.00.

Secondly, the original bid scope did not account for the removal and replacement of stop signs onto the new signposts. The City has provided PCI with new fresh-looking stop signs to install as needed; however, the cost for the labor for this item was excluded from the bid schedule. As a result, there is an additional cost of $8,755.00. This results in a total change order amount of $39,210.00.

Since this additional work exceeds the original contract contingency, Staff is requesting City Council approval of a contract change order with PCI in the total amount of $39,210.00. Following approval by the City Council, PCI will finish installing the remaining street signposts and signs to finish out the Project.

FISCAL IMPACT

This Project was originally budgeted for in the Fiscal Year 2019-20 Capital Improvement Program budget in the amount of $135,000.00 from Gas Tax funds. At the completion of this project, based on this change order consideration, the Project cost will be $72,905.00. For the current 2020-21 Fiscal Year the budgeted amount was reduced to $40,000.00 based on the contract amount for PCI. The unspent funds from the previous fiscal year reverted to fund balance where the project fund balance at June 30, 2021 is estimated to be $104,200. Thus, there is available funding for the additional $39,210.00 from the Gas Tax fund to complete this Project.

RECOMMENDATION

It is recommended that the City Council: (1) approve a change order in the amount of $39,210.00; and (2) adopt Resolution No. 20-5597 amending the adopted Capital Improvement Program Budget for Fiscal Year 2020/21 in the amount of $39,210.00.

ATTACHMENTS

Attachment “A”: Resolution No. 20-5597

RESOLUTION NO. 20-5597

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, AMENDING THE ADOPTED CAPITAL IMPROVEMENT PROGRAM BUDGET FOR FISCAL YEAR 2020/2021

WHEREAS, on June 23, 2020, the City Council approved and adopted the Fiscal Year ("FY") 2020-21 capital 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 Capital Budget for Fiscal Year 2020-2021 is hereby amended to include an additional $39,210 appropriation of funds for capital costs in the Gas Tax Fund (Fund 200) **–** Street Sign Replacement Project (Project 5583).

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 19th day of November, 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: November 19, 2020

From: Bob Lindsey, City Manager

By: Roxanne E. Lerma, Director of Community Services

SUBJECT: COMMUNITY SERVICES DEPARTMENT PROPOSALS REGARDING HOLIDAY THEMED PROGRAMS

BACKGROUND

On March 13, 2020, City Council closed all City facilities to the public. The closures were to protect both the residents and staff doing business in the facilities from the spread of COVID-19. Initially, the closure was to be reevaluated at the end of March; however, the closure has extended through the month of June for City Hall with facility closures remaining in place for the La Puente Community Center/Youth Learning Activity Center and the La Puente Senior Center.

The State of California has developed a blueprint for reducing the spread of COVID-19 through the state with criteria for loosening and tightening restriction on certain activities. Every county in California is assigned to a tier based on its test positivity and adjusted case rate. The County of Los Angeles is currently on the purple or widespread tier meaning that many non-essential business operations are closed.

At its meeting of October 13, 2020, the City Council approved a number modifications to a number of programs and services in the Community Services Department for the public to utilize and enjoy. The approved modifications included (1) to temporarily modify the qualifying expenses for the Youth Grant Program to include PPE's, school supplies, first aid essentials, certain food items and home use sports equipment, (2) the reformatting of the Veteran's Day Ceremony as a drive thru event that will adhere to public health orders and social distancing protocols, and (3) approve the drive thru Dia De Los Muertos event that will adhere to public health orders and social distancing protocols.

To comply with the State's mandate, the County of Los Angeles has developed protocols and procedures that will allow for certain types of functions, events and programs to occur. Taking into consideration these protocols as well as the County's currently assigned tier, the Community Services Department is proposing a limited number of holiday themed programming for the City Council's Consideration.

DISCUSSION

The Community Services Department suspended several its areas of operation when the City Council moved to close all City facilities on March 13, 2020, in order to protect its residents and staff and prevent furthering the spread of COVID-19. As City Hall instituted a phased reopening, the La Puente Community Center/Youth Learning Activity Center and the La Puente Senior Center remain closed due to County mandates. Over the past several months, the Community Services Department has demonstrated its ability to successfully offer services and program with modifications in place that adhere to State and County Health Department mandates. These services and programs include the Senior Nutrition Program, the Summer Lunch Program, Passport Services, the Youth Activities Grant Program, Dia De Los Muertos and a Veteran's Day Drive Thru.

At this time, the Community Services Department is proposing four (4) holiday themed programming ideas for consideration by the City Council. These programming ideas include decorating City Hall and Main Street, Zoom Visits with Santa, and Letters to Santa.

Decorating City Hall and Main Street: The City of La Puente traditionally holds a Holiday Parade and Tree Lighting Ceremony each year. Public gatherings of this magnitude would not be allowed under the current LA County Public Health Department Order pursuant to its Tier 1 or Purple Tier classification as categorized by the State of California. In lieu of the Holiday Parade and Tree Lighting Ceremony, staff is proposing enhanced decorations at City Hall in addition to the tree that is decorated each year. In addition, Community Services Department is proposing to create a Winter Wonderland around the entire building and expand the decorations down Main Street.
Cost estimate: The cost range associated with this is between $18,000.00 to $60,000.00.

Holiday on Main Street Drive Thru: The Community Services Department is also proposing a Holiday on Main Street Drive Thru experience that will serve as a debut for the decorations and will feature musical entertainment along the drive thru route. Staff is proposing to utilize the same route as the Dia De Los Muertos event.
Cost estimate: The cost associated is approximately $12,000.00

Zoom Visits with Santa: Since traditional visits with Santa will likely not occur this year, the Community Services Department is recommending Zoom Visits with Santa. Community Services Staff and Santa will provide 5 to 10-minute Zoom visits for members of the community who register for the visit.
Cost estimate: The cost associated is approximately $1,000.00.

Letters to Santa: This year the Community Services Department Staff would like to assist Santa with collecting and organizing letters that he receives from La Puente residents. Staff will set -up a special Letters to Santa Mailbox outside of City Hall and ensure that the letters get to the North Pole so that each letter receives a personalized response.
Cost estimate: The cost associated with this is no more than $500.00

FISCAL IMPACT

Portions of the expenses related to the proposed holiday themed programming ideas is beyond the Special Events line item in the Fiscal Year 2020-2021 budget. Additional money will need to be allocated from other funding areas to implement.

RECOMMENDATION

It is recommended that the City Council approve and/or provide directions as appropriate for: (1) Decorating City Hall and Main Street, (2) Holiday on Main Street Drive Thru, (3) Zoom Visits with Santa, and (4) Letters to Santa.

ATTACHMENTS

None.

City of La Puente
AGENDA REPORT

To: Mayor and City Council — For meeting of: November 19, 2020

From: Bob Lindsey, City Manager

By: Roxanne E. Lerma, Director of Community Services

SUBJECT: DISCUSSION AND DIRECTION REGARDING THE OPERATION OF THE IAN C. CALDERON SKATE PARK

BACKGROUND

In 2017 with the assistance of Assembly Majority Leader Ian C. Calderon, the City of La Puente was awarded a $750,000.00 grant for the construction of a skate park to be built at La Puente Park. In 2019 the City Council approved naming the Skate Park the Ian C. Calderon Skate Park ("Skate Park") and celebrated a groundbreaking that signaled to the community the commencement of the project.

While La Puente Park has remained closed to the public since March 13, 2020, in response to the COVID-19 pandemic, the City continued to work on the modernization of La Puente Park which included the construction of the Skate Park. As such, the entirety of La Puente Park has been identified as a construction zone with fencing around the perimeter of La Puente Park.

With the construction of the Skate Park near completion and the dedication scheduled for Tuesday, December 1, 2020, City Staff is seeking direction from the City Council regarding (1). opening the Skate Park to the public (2). the consideration of adopting portions of the California Joint Powers Insurance Authority ("CJPIA") recommended guidelines for the operation of skate parks as interim rules for the Skate Park, and (3). approving the use of Code Enforcement staff for security.

DISCUSSION

As excitement and anticipation grows for the completion of Phase I of the modernization plans at La Puente Park, City Staff is seeking direction from the City Council as to whether or not to open the Skate Park once it is completed. Should the City Council choose to open the Skate Park, rules and regulations for use will need to be in place upon its opening. City Staff received policy recommendations from the CJPIA and is recommending portions of ***Section III. Skate Park Operation*** for City Council's consideration as interim rules for the Skate Park. Specifically, staff is recommending the following:

- **Skate at your own risk. Skateboards and inline skates, bicycles and non-motorized scooters and wheelchairs only.**
- Skate park hours are _____ to _____.

- No skateboarding or in-line skating on wet surfaces.
- Helmets, knee pads, and elbow pads required in the designated skate park area.
- Failure to wear helmets, kneepads, and elbow pads in the designated skate park area will subject persons to citation (Municipal Code _____).
- Skating on park curbs, parking lot, and entrance sidewalk is prohibited.
- No graffiti or tagging.
- No glass bottles.
- Dispose of trash in trash receptacles.
- No smoking, alcohol, or drug use.
- No intimidation, hazing, or fighting.
- No spectators are permitted in the designated skate park area.
- No unauthorized pieces of equipment, obstacles, or apparatus may be brought into the designated skate park area.
- No food or drink in the designated skate park area.
- No special events or contests are allowed in the designated skate park area unless authorized by the City.
- **The City reserves the right to eject anyone from the skate park at any time for any reason.**

City staff is also recommending that, in anticipation of a broader opening of the park and as a result of ensuring vandalism, trespassing and vagrancy are addressed, a Code Enforcement Officer staff the park for eight (8) hours per day to provide security.

FISCAL IMPACT

While there is no direct fiscal impact in opening the skate park and establishing rules and regulations for its use, there is a cost associated with staffing the park with a Code Enforcement Officer. The cost for one Code Enforcement Office for eight (8) hours a day, seven (7) days a week is approximately $80,000.00 per fiscal year or $46,667 for the remainder of the 20/21 fiscal year if opened December 1st, 2020.

RECOMMENDATION

It is recommended that the City Council discuss and provide direction regarding (1) opening the Skate Park to the public, (2) the consideration of adopting portions of the of the California Joint Powers Insurance Authority ("CJPIA") recommended guidelines for the operation of skate parks as interim rules for the Skate Park, and (3) approving the use of Code Enforcement staff for security.

ATTACHMENTS

Attachment "A": California JPIA Policy Library - Recommended Guidelines For The Design, Construction and Operation of Skate Parks

CALIFORNIA JPIA
Policy Library

Policy Name:
Recommended Guidelines For The
Design, Construction and Operation of Skate Parks

Important:
This reference material is compiled for use by Authority members in the preparation, development and implementation of risk management policies, programs, and procedures. Since this document is designed to meet the needs of the general pool membership, please be aware that the present form is best considered a template for use by your agency in drafting specific documents. This template should not be construed as legal advice. Accordingly, any resulting policy, program or procedure that results from this template should always be reviewed and approved as is customary by your agency, including the purview of any necessary legal and/or governing body authorities to ensure the policy being developed meets the unique needs of your jurisdiction. Policies should be implemented after proper training has been provided.

This reference material is to be considered proprietary and confidential and may not be disclosed to any person without the express, prior permission of the California JPIA. This reference material is for Authority member use only and does not apply in any criminal or civil proceeding. This reference material should not be construed as a creation of a higher legal standard of safety or care in an evidentiary sense with respect to third party claims.

ATTACHMENT A

RECOMMENDED GUIDELINES FOR THE DESIGN, CONSTRUCTION, AND OPERATION OF SKATE PARKS

Members of the CALIFORNIA JOINT POWERS INSURANCE AUTHORITY are encouraged to consider the following guidelines to create a safe and enjoyable skate park for the members of their community and to reduce the frequency and severity of claims associated with the design, construction, and operation of skate parks.

I. SKATE PARK DESIGN

1. Skate parks should be designed with input from participants, parents, business owners, homeowners, neighbors, and public safety personnel to ensure all issues are discussed prior to design and construction.

2. In order to maintain design immunities provided under state law, skate parks should be designed by licensed architects or landscape architects that are qualified and experienced in the design and construction of skate parks. The city council should review and approve of the skate park's design in accord with Government Code § 830.6.

3. Skate park design should include the following features: public telephone (within 50 yards), drinking fountains (within 50 yards) rest rooms (within 100 yards). A sufficient number of secured trash receptacles, preferably square, secured to the pavement, should be provided to prevent the accumulation of litter in and around the facility. Ample parking should be provided for skaters and spectators. Consideration should also be given to providing space for bleachers and concession activities.

4. Lighting that meets sports lighting standards should be installed if the skate park is to be operated after dusk.

5. Fencing should be installed around the designated skate park area to protect participants from dogs and children running into area and to protect spectators or passersby from being struck by skateboarders, in-line skaters, or errant skateboards. The fencing should be a minimum of eight feet above grade.

6. Design elements within the skate park should be spaced so participants maneuvering on one element are able to complete the maneuver and recover without interfering with other participants and without entering another element.

7. Participants of differing skill levels should have access to design elements of their skill levels without crossing areas requiring greater skill levels.

8. The skate park should be visible from the street. This will enable observation of the skate park by public safety personnel and other staff.

II. SKATE PARK CONSTRUCTION

1. Licensed contractors that are qualified and experienced in the construction of skate parks should construct the park.

2. The city, architect, and contractor should work together to ensure the skate park is constructed as designed.

III. SKATE PARK OPERATION

Both Supervised and Unsupervised skate parks:

1. The skate park should be used by skateboarders and in-line skaters only. All other activities should be prohibited.

2. Even if the skate park has been designed for mixed use (skateboards, in-line skates, and bicycles), mixed use should not be allowed in an unsupervised skate park.

3. Supervised skate parks can allow bicycles in the skate park at times separate from skateboard and in-line skaters if the skate park has been designed for mixed use. However, the architect must provide written design approval if bicycles are to be allowed.

4. The City should adopt an ordinance requiring any participant using the skate park to wear a helmet, elbow pads, and kneepads. In addition, the ordinance should prohibit participants from performing stunts, tricks, or luge skateboarding on all other public property.

5. The city should post signs at the skate park giving reasonable notice that any person using the skate park must wear a helmet, elbow pads, and knee pads, and that any person failing to do so will be subject to citation under the ordinance adopted in accord with section III (4).

6. Public safety personnel should aggressively enforce the ordinance adopted in accord with section III (4) by regularly driving by, observing, and citing any person in violation of the ordinance.

7. Weekly maintenance inspections should be conducted and documented using checklists provided by the CALIFORNIA JPIA. Any defects reported by the public should be documented. All repairs should be completed in a timely fashion. The affected portion of the park should be closed until repairs can be completed. All repairs should be documented. Records should be maintained in one location for at least five years.

8. All stickers, leaves, glass, cans, and trash should be removed on a daily basis.

9. Spectators should not be allowed in the designated skate park area.

10. Signs should be prominently posted with the following rules:

- **Skateboarding and in-line skating are hazardous activities.**
- **Skate at your own risk. Skateboards and in-line skates only.**
- Skate park hours are _____ to _____.
- No skateboarding or in-line skating on wet surfaces.
- Helmets, knee pads, and elbow pads required in the designated skate park area.
- Failure to wear helmets, kneepads, and elbow pads in the designated skate park area will subject persons to citation (Municipal Code _____).
- Skating on park curbs, parking lot, and entrance sidewalk is prohibited.
- No graffiti or tagging.
- No glass bottles.
- Dispose of trash in trash receptacles.
- No smoking, alcohol, or drug use.
- No intimidation, hazing, or fighting.
- No spectators are permitted in the designated skate park area.
- No unauthorized pieces of equipment, obstacles, or apparatus may be brought into the designated skate park area.
- No food or drink in the designated skate park area.
- No special events or contests are allowed in the designated skate park area unless authorized by the City.
- **The City reserves the right to eject anyone from the skate park at any time for any reason.**

11. The recommended sign content in section III (10) should be changed if the supervised skate park is going to allow bicycles in the designated skate park area at separate times from the skateboarding and in-line skating schedules. The changes should be as follows:

    Bullet one should include bicycles as a hazardous activity along with skateboarding and in-line skating.
    Bullet two should have the word bicycles added if the supervised skate park is going to allow bicycles access at separate times from skateboards and in-line skating.

12. The city should not charge admission to the skate park.

13. The city should not rent the skate park for parties or offer lessons for skateboarding or in-line skating.

14. If the skate park is to be supervised a portion of the day and unsupervised the rest, the city should include the information on the skate park signs section III (10) and keep a log of the supervised operating hours and the attendant's name.

15. The skate park attendant should be at least 18 years of age.

16. There should be no more than 35 skate park participants for each skate park attendant.

17. The skate park attendant should be trained on how to perform the functions of a skate park attendant.

18. The City should provide CPR – First Aid and Bloodborne Pathogen awareness training.

19. The skate park attendant should require registration and waiver forms be signed by each participant (if 18 or over) or by the parent or guardian (if under 18) in the presence of the attendant.

20. After the registration and waiver forms have been processed and signed, the skate park attendant should issue an ID card (photo if possible) to the participant to be used when entering the skate park. If a photo ID is not available, then an alternate ID provided by the participant will be necessary.

21. The skate park attendant should enforce the ordinance adopted in accord with section III (10) by observing, and communicating to any person in violation of the ordinance.

22. The City should provide back up for the skate park attendant (Police or Park Ranger) in the event of a confrontation.

23. The skate park attendant should provide assistance to injured skate park participants. Assistance may include calling for medical assistance, notifying the recreation supervisor, calling the emergency number provided by the registration information, providing first aid or CPR, and starting an initial Accident Information Form provided by the CALIFORNIA JPIA.

24. Loaning personal protection equipment is not recommended. If your agency allows equipment to be loaned, inspections must be performed (helmet, elbow pads, and knee pads) before each use. Documentation of inspections must be maintained for at least three years.

25. The city should maintain a record of all known or reported injuries sustained by skateboarders and in-line skaters in the skate park and report them to the state administrative office of the courts each year:

Research and Planning Unit, 5th Floor
Administrative Office of the Courts
455 Golden Gate Avenue
San Francisco, CA 94102

City of La Puente
AGENDA REPORT

To: Mayor and City Council For meeting of: November 19, 2020

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: DISCUSSION AND DIRECTION REGARDING THE GREAT PLATES PROGRAM AND THE CARES FUNDS RECEIVED FROM THE STATE OF CALIFORNIA

BACKGROUND

Based on the state's population, California received a total of $15.3 billion Coronavirus Relief Funds (CRF) provided in the federal CARES Act, with $9.5 billion paid to the state and $5.8 billion paid to cities and counties with populations over 500,000. The Budget authorizes the Department of Finance to allocate $1.8 billion of the state's share of CRF to counties and cities. The state allocated $500,898 to the City for Coronavirus relief.

The City has spent $337,651 through October 31, 2020 on various items that includes the cleaning of City facilities, laptops for City staff for telecommuting, masks, gloves, hand sanitizer, face shields, sneeze guards, disinfectant wipes, and other forms of Personal Protective Equipment (PPE). Additionally, these funds were used with a combination of CDBG CARES (CDBG-CV) to fund the Great Plates program.

The CARES Act provides that payments from the Coronavirus Relief Fund (CRF) may only be used to cover costs that—

1. Are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID–19);
2. Were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of the CARES Act) for the State or government; and
3. Were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

At the September 22, 2020 City Council Meeting, the City Council provided direction to staff and authorized the City Manager to approve purchase orders as may be required by the City's Procurement Policy to the following areas:

1. $55,000 for Paid Family Leave for City employees affected by COVID-19
2. $38,185 for the Great Plates program for Senior Nutrition
3. $23,247 for additional PPE
4. $15,000 for the purchase of test kits

5. $7,000 for additional laptops and accessories for City staff that are telecommuting
6. $44,640 to upgrade the information technology infrastructure to provide an efficient connection to allow staff to effectively telecommute from home.
7. $65,860 to upgrade the City's financial account software to a cloud-based system to allow easier access to employees telecommuting
8. $15,000 for Heavy Duty Barriers that can be used throughout the City to allow for businesses to meet COVID-19 guidelines
9. $70,000 for Electronic Signs for use throughout the City to enable City staff to communicate important information about COVID-19.

DISCUSSION

The amount of unprogrammed, unencumbered funds remaining for the final two months of the spending period is $44,674. City staff have been able to cover the expenditures including the Great Plates program which has been extended monthly since August for a total of 4 months. In order to do so, the City is planning on spending the remainder of the money in the following categories:

1. $1,837 for Paid Family Leave for City employees affected by COVID-19 (actual amount spent between items 1 and 3 as of October 31, 2020 is $26,359)
2. $36,000 for the Great Plates program for Senior Nutrition (the amount spent on this program as of October 31, 2020 was $95,194 for a total of $131,194, an increase of $93,009 that originally planned due to extension of program)
3. $1,837 for additional PPE (see item 1)
4. $0 for the purchase of test kits (reduced from $15,000)
5. $5,000 for additional laptops and accessories for City staff that are telecommuting (reduced from $7,000).

The amount of funds where purchase orders and/or contracts have been signed and issued totals $118,573. The details for each are provided below:

6. $58,012 to upgrade the City's financial account software to a cloud-based system to allow easier access to employees telecommuting (reduced from $65,860)
7. $53,543 for Electronic Signs for use throughout the City to enable City staff to communicate important information about COVID-19 (reduced from $70,000).
8. $7,018 for spacing shields installed at City Hall. (the amount represents the remaining amount left on the existing purchase order for the selected vendor)

City staff is requesting that City Council have a discussion and provide direction on the continuation of the Great Plates program up to and through December 8, 2020, which is the current end date of the program. If the City Council would like to continue the Great Plates program past December 8th which is expected based on past history, funding for this program would come from the General Fund. If the City Council decides to suspend the program on December 8th, it would give the City staff and the participating restaurants ample time to give notification to all participants of the Great Plates program. City staff is hoping there will be additional Federal and State funding for these types of program but cannot rely if they don't come to fruition.

FISCAL IMPACT

The City has received all of the funding relates to the Coronavirus Relief Funds from the state.

RECOMMENDATION

It is recommended that the City Council: (1) discuss and provide direction on the expenditure of remaining CARES funds received from the State of California, and (2) discuss and provide direction regarding the status of the Great Plates program.

ATTACHMENTS

None.

City of La Puente
AGENDA REPORT

To: Mayor and City Council For meeting of: November 19, 2020

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: CONSIDERATION OF RESOLUTION APPROVING THE ADOPTION OF THE PENSION STABILIAZATION TRUST AND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENT RELATED TO THE OPERATION OF THE TRUST, AND APPROPRIATE $200,000 FROM THE INITIAL FUNDING OF THE TRUST

BACKGROUND

In 2012, the Government Accounting Standards Board (GASB) issued Statement No. 68, *Accounting and Financial Reporting for Pensions.* GASB 68 requires that governmental employers that sponsor Defined Benefit plans (i.e., CalPERS) must recognize a net pension liability (unfunded accrued liability or UAL) on their balance sheet. This is the difference between the City's total pension liability (actuarial accrued liability) and actual plan assets. GASB 68 became effective for the 2014-15 fiscal year.

In FY 2016-17 CalPERS began invoicing member agencies for required employer contributions related to UAL. Also, changes in several actuarial assumptions are affecting member rates. The City's annual pension contribution expense is expected to increase substantially over the next decade for its Miscellaneous and Public Safety Pension Plans.

To address the net pension liability figure, the City's only prior option was to commit additional funds to CalPERS (in excess of its annual required contributions) to reduce its unfunded liability. However, a private letter ruling by the IRS established that Cities could create a separate trust to "pre-fund" its unfunded pension liability. This provides the City with an alternative to sending funds to CalPERS that will allow for greater local control over assets, investment by a professional fund management team selected and monitored by the City, with future excess contributions transferred to CalPERS at the City's discretion.

At the October 27, 2020 City Council Meeting, the City Council approved a revised Pension and OPEB Policy that included setting up a Pension Stabilization Trust (a Section 115 trust) and the means of both contributing to and withdrawing from in order to address the net pension liability.

DISCUSSION

The purpose of the Pension Trust is to accumulate, hold, and distribute pension plan assets for the exclusive benefit of retiree pensions within the meaning of IRS Code Section 115. Plan assets are irrevocable and may not be used for any purpose other than the purpose of the Trust. Withdrawal of plan assets is not permitted except to transfer to another trust or to reimburse the City for pension costs paid.

Plan contributions transfer assets to the Trust, and accordingly, plan assets are not carried on the City's books and are not subject to the City's investments policy. Discretionary Trustee BTC, with the advice of Morgan Stanley Wealth Management Consulting Group, will actively manage plan assets consistent with the Investment Policy Statement. The City's individual trust account is part of a larger Multiple Employer Trust administered by Keenan and BTC, referred to as the California Public Entity Pension Stabilization Trust. BTC will also provide the City with monthly and annual statements-of-activity of the City's account. Keenan will provide the trust with a variety of ongoing services. The Pension Stabilization Trust utilizes a Board of Authority that provides management and oversight of the Trust with participation by one individual per public agency. The fees are asset-based, paid monthly, deducted directly from the Trust account, and total .30% (30 basis points) annually. This is competitive with other comparable plans.

City staff have reviewed and discussed the selection of the model portfolio. There are 6 different types of model portfolios offered: Fixed Income, Conservative, Moderate, Moderate Growth, Growth, Aggressive Growth. City staff have discussed these options and determined that Moderate Growth Portfolio (45% equity, 55% fixed income securities) best fits the desired rate of return.

FISCAL IMPACT

Implementing a Pension Stabilization Trust will have fiscal impacts on a yearly basis based on the contribution amount that will be included in the yearly budget as well as the initial setup. The initial contribution of $200,000 will be funded by savings from reduction in the contribution to the CERBT for Fiscal Year 20/21.

RECOMMENDATION

It is recommended that the City Council: (1) adopt Resolution No. 20-5598 approving the adoption of the Pension Stabilization Trust, (2) authorize the City Manager to execute the Member and Participation Agreement related to the operation of the Trust, and (3) appropriate $200,000 from the General Fund for the initial funding of the trust.

ATTACHMENTS

Attachment “A”: Resolution No. 20-5598
Attachment “B”: Member Agreement
Attachment “C”: Participation Agreement

RESOLUTION NO. 20-5598

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, APPROVING THE ADOPTION OF THE PENSION STABILIZATION TRUST

WHEREAS, the City Council (the "Council") of City of La Puente ("Employer") desires to invest funds irrevocably designated for the payment of its future employee pension obligations through a trust in compliance with Section 115 of the Internal Revenue Code and Governmental Accounting Standards Council Statement No. 68;

WHEREAS, Keenan & Associates ("Keenan") and Benefit Trust Company ("BTC") have presented the "Pension Stabilization Trust for California Municipalities" ("PST") as an alternative for accomplishing the above objectives and the Council desires to engage Keenan and other necessary parties to assist in the process of investing funds in a trust (the "Trust") for these approved objectives;

WHEREAS, the Council has the authority and desire to appoint a representative to participate in the PST Board of Authority for the Trust (the "Board of Authority"), which shall be appointed, terminated or replaced by the Employer at any time to serve at the pleasure of the Council;

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

<u>SECTION 1.</u> The above recitals are true and correct and are incorporated herein by reference.

<u>SECTION 2.</u> The City Council hereby approve the Pension Stabilization Trust for California Municipalities; and

<u>SECTION 3.</u> The City Council hereby appoints the Administrative Services Director, or his/her successor or his/her designee as the City's Plan Administrator for the PST; and

<u>SECTION 4.</u> The City Council hereby appoints the Administrative Services Director, or his/her successor or his/her designee as the representative for the Board of Authority; and

<u>SECTION 5.</u> The City's Plan Administrator is hereby authorized to execute the Keenan legal and administrative documents on behalf of the City and take whatever additional actions are necessary to maintain the City's participation in the PST and to maintain compliance of any relevant regulation issued or as may be issued; therefore, authorizing him/her to take whatever additional actions are required to administer the City's PST.

<u>SECTION 6.</u> The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 7. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 19th day of November, 2020, by the following vote:

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

____
Charlie Klinakis, Mayor

ATTEST:

____
Sheryl Garcia, City Clerk

PENSION STABILIZATION TRUST FOR CALIFORNIA MUNICIPALITIES

BOARD OF AUTHORITY MEMBER AGREEMENT

WHEREAS, the Board of Authority of the Pension Stabilization Trust for California Municipalities (the "PST") adopted the Trust; and

WHEREAS, the PST allows up to one Member of the Board of Authority to be appointed by each Adopting Entity; and

WHEREAS, the Member must sign a written acceptance and agree to administer the PST; and

WHEREAS, the Member's written acceptance must be in a form satisfactory to the Board of Authority;

NOW, THEREFORE, the Adopting Entity, the Member and the Board of Authority agree as follows:

Section 1:

<u>Appointment as Member:</u> The Board hereby confirms the appointment by the City of La Puente of _________________________, as Member, pursuant and subject to the terms and conditions of the PST.

Section 2:

<u>Acceptance as Member</u>: _________________________ hereby accepts his or her appointment as Member pursuant and subject to the terms and conditions of the PST and agrees to administer the PST.

IN WITNESS WHEREOF, the duly authorized parties hereto have executed this Agreement as of___________________, 20___.

Adopting Entity:

__CITY OF LA PUENTE_________________

Signature: _______________________________

Name: ______________________________

Title: ________________________________

CHAIRMAN OF THE BOARD OF THE PENSION STABILIZATION TRUST FOR CALIFORNIA MUNICIPALITIES

Signature: _______________________________

Name: _________________________________

Title: __________________________________

ACCEPTANCE AS MEMBER

Signature: _______________________________
Name:

12526547.5

ATTACHMENT B

PENSION STABILIZATION TRUST FOR CALIFORNIA MUNICIPALITIES

PARTICIPATION AGREEMENT

THIS PARTICIPATION AGREEMENT is entered into by the undersigned California public entity (the "Adopting Entity") and Benefit Trust Company, a Kansas corporation, as Trustee (the "Trustee") of the Pension Stabilization Trust for California Municipalities (the "Trust"), effective as of the date specified on the signature page (the "Effective Date"), with reference to the following:

A. The Board of Authority (the "Board") of the Trust has established the Trust to help California Municipalities stabilize the funding of their pension benefit liabilities by creating a secure vehicle to hold assets pending their contribution to a pension plan in satisfaction of a public entity's funding obligation. The Trust is intended to qualify as a trust arrangement that is tax exempt under applicable guidance and procedures under Section 115 of the Internal Revenue Code.

B. The Adopting Entity has adopted a pension plan for its eligible employees (the "Plan") to which the Adopting Entity is required to make regular contributions. To the extent the Adopting Entity may from time to time have excess funds, a portion of which can be used to pre-fund contributions to the Plan, the Adopting Entity desires to have a secure trust to which it may contribute such funds and to have the trust hold such pre-funding contributions.

C. In order to participate in the Trust, the Adopting Entity must be a public entity in the State of California and must enter into this Participation Agreement (the "Agreement").

NOW, THEREFORE, the Adopting Entity and the Trustee agree as follows:

1. **Participation.** The undersigned Adopting Entity agrees to all of the provisions, terms and conditions of the Trust and agrees to participate in the Trust in accordance with the terms of this Agreement. The Adopting Entity agrees to cooperate in providing any information reasonably required by the Trustee or the Board to administer the Trustee properly.

2. **Representations of Adopting Entity**. The Adopting Entity makes the following representations and warranties, and acknowledges that the Trustee is relying on these representations in entering into this Agreement:

(a) The Adopting Entity is a public entity within the State of California under the California Constitution and applicable sections of the Government Code.

(b) By executing this Agreement, the Adopting Entity acknowledges that it has determined that the Trust is appropriate for the pre-funding of a portion of its pension liabilities under the Plan.

(c) The Plan has been adopted by all necessary action of the governing body of the Adopting Entity and remains in full force and effect, in compliance with all applicable legal requirements.

(d) The adoption of this Agreement has been approved by all necessary action of the Adopting Entity's governing body and the person signing this Agreement on its behalf is authorized to do so.

(e) Neither the execution and delivery of this Agreement by the Adopting Entity, nor compliance by the Adopting Entity with any of the provisions hereof, nor the consummation of the transactions contemplated hereby, will result in a default, or give rise to any right of termination, cancellation or acceleration, under any term, condition or provision of any agreement or other instrument or obligation to which the Adopting Entity is a party or by which it or any of its properties or assets may be bound.

(f) The Adopting Entity has received a copy of the Pension Stabilization Trust Agreement (the "Trust Agreement"), is aware of the terms and conditions thereof and agrees that in the event of any conflict between the terms of the Trust and this Agreement, the terms of the Trust will control.

(g) The Adopting Entity has not received any legal, accounting or investment advice from the Trustee, the Board or their representatives. The Adopting Entity acknowledges that it has had the opportunity to consult with independent legal counsel regarding this Agreement and the Trust.

3. **Administration Fees.** The Trustee will allocate reasonable fees for administration to each Adopting Entity's account in the Trust in accordance with the fee schedule established from time to time with the Board of Authority. Such fees shall not exceed 0.30% (30 basis points) per annum on the value of the assets held in the Account. Fees will be collected monthly directly from the Account.

4. **Responsibility for Legal Compliance.** The Adopting Entity acknowledges that the Trustee will not be responsible for compliance with any obligations or to enforce any obligations the Adopting Entity may have under the Plan. All such compliance shall be the responsibility of the Adopting Entity.

5. **Indemnification.** The Adopting Entity agrees to indemnify and hold harmless the Trust, the Trustee and the Board from any and all liabilities and losses, including attorneys' fees, arising out of the claim by any person for damages caused by or resulting from the failure of the Adopting Entity to comply with the provisions of the Plan, the Trust or applicable requirements of federal or state law.

6. **Amendment and Termination.**

(a) This Agreement and the Declaration of Trust constitute the entire agreement of the parties concerning the Adopting Entity's participation in the Trust. This Agreement may be amended only through a written document executed by the Trustee and the Adopting Entity.

(b) The Agreement may be terminated by the Adopting Entity by providing 90 days written notification of its intent to terminate its participation in the Trust; provided that upon such a termination, none of the assets held in the Trust for contribution to the Plan shall be returned or otherwise made available to the Adopting Entity for any purpose other than for reimbursement for contributions paid to said Plan. The Adopting Entity may however direct upon termination that the balance of its Account be delivered to the trustee of a similar trust with similar withdrawal restrictions as the Trust.

(c) The Trust may be terminated in accordance with the provisions of the Trust Agreement.

(d) The Adopting Entity's rights and obligations under this Agreement cannot be assigned without the written consent of the Trustee.

7. **Right to Rely.**

(a) The Adopting Entity acknowledges that the Trustee will rely upon any representations that it or any of its authorized representatives make to the Board.

(b) The Adopting Entity hereby designates the persons identified on the signature page of this Agreement as the persons authorized to represent the Adopting Entity in connection with matters regarding the Adopting Entity's participation in the Trust and the disbursement of funds from the Trust (the "Authorized Representative"), and agrees that the Board and the Trustee may rely upon the representations of the Authorized Representative until and unless notified in writing that this person is no longer authorized to represent the Adopting Entity in this manner. Any such notice must identify a new person who will serve as the Adopting Entity's Authorized Representative.

8. **General Provisions.**

(a) Any notice required under this Agreement shall be in writing and shall be furnished to the recipient at the addresses provided separately by the parties, unless the recipient has provided the sender with notice of a change of address.

(b) This Agreement shall be governed by the laws of the State of California.

(c) The failure of the Trustee to seek redress for violation of or to insist upon the strict performance of any provision of the Agreement shall not be deemed a waiver and will not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation. The rights and remedies provided in this Agreement are cumulative and the use of any right or remedy does not limit the Trustee's right to use any or all other remedies. All rights and remedies in this Agreement are in addition to any other legal or equitable rights that the Trustee may have.

(d) Every provision of the Agreement is intended to be severable. If any term or provision hereof is invalid for any reason whatsoever, its invalidity will not affect the validity of the remainder of the Agreement.

(e) This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

(f) Unless the context requires otherwise, the use of a feminine pronoun includes the masculine and the neuter, and vice versa, and the use of the singular includes the plural, and vice versa.

(g) The headings used in this Agreement are provided for convenience and are not intended to be a part of this Agreement or to influence the interpretation of the terms of this Agreement. This Agreement shall not be construed on the basis of which party drafted the Agreement or a particular provision thereof.

9. **Selection of Model Portfolio.** The Adopting Entity has reviewed its tolerance for risk and its requirements for the investment of the Account, and has also reviewed the model portfolios offered by the Trustee. Solely and by virtue of this review, the Adopting Entity hereby directs the Trustee to invest the assets of the Account in accordance with the following model portfolio with its commensurate approximate target asset allocation, understanding that the target asset allocation will vary from time to time based upon market fluctuations, and that model portfolio asset allocations may be adjusted +/- 5% from time to time at the discretion of the Trustee:

<u>CHECK ONE:</u>

- ☐ Fixed Income (100% fixed income securities)
- ☐ Conservative (16% equity securities, 84% fixed income securities)
- ☐ Moderate (33% equity securities, 67% fixed income securities)
- ☐ Moderate Growth (45% equity securities, 55% fixed income securities)
- ☐ Growth (61% equity securities, 39% fixed income securities)
- ☐ Aggressive Growth (76% equity securities, 24% fixed income securities)

The Adopting Entity understands and agrees that the Trustee shall be under no duty to question the prudence of the model portfolio the Adopting Entity directs, and shall have no liability for any loss of any kind which may result by reason of the inherent volatility of the asset allocation directed. Once the Adopting Entity has directed the Account to be invested pursuant to a model portfolio as listed above the Trustee will assume discretionary authority and responsibility for its management.

The Adopting Entity may change the designation of the model portfolio to be utilized by executing an amendment to this section 9 of the Participation Agreement. Said amendment will go into effect upon the acknowledgement of receipt by the Trustee.

10. List two Individuals appointed as Authorized Representatives:

____

____

IN WITNESS WHEREOF, the parties have executed this Agreement as of ____________, 20___.

Adopting Entity:

_CITY OF LA PUENTE________________

Signature: _____________________________

Name: _Rob Lindsey_______________________

Title: _City Manager_______________________

BENEFIT TRUST COMPANY, TRUSTEE FOR THE PENSION STABILIZATION TRUST FOR CALIFORNIA MUNICIPALITIES

By:

____

Scott W. Rankin, Senior Vice President

City of La Puente
AGENDA REPORT

To: Mayor and City Council For meeting of: November 19, 2020

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING THE TERMS OF A PRIVATE PLACEMENT OF THE PENSION AND OPEB FINANCING WITH STERLING BANK; AUTHORIZING THE EXECUTION AND DELIVERY OF A PRIVATE PLACEMENT AGREEMENT WITH HILLTOP SECURITIES, INC.; AND AUTHORIZE CERTAIN ACTIONS IN CONNECTION THEREWITH

BACKGROUND

At the October 13, 2020 City Council meeting, the City Council approved “aggregate principal amount not to exceed $9,500,000 for the purposes of funding: (i) all or a portion of the City’s CalPERS Obligation and/or OPEB liabilities, including normal costs; (ii) a potential reserve for the Certificates (to be decided) and (iii) costs of issuing the Certificates.”

As the pricing date for those bonds approached, interest rates in the taxable market rose, and the potential bond insurer requested that leased assets include not only the Community Center, but also City Hall. Hilltop Securities spoke with a number of banks and received three term sheets for potential private placement of the financing. Each bank has different rates and terms, as shown in the table below. All of the private placement bids are fixed interest rate quotes. An estimate of interest rates for a public offering is also shown. Of the private placement bids, Sterling requires only the Community Center as the leased asset, and has the best optional prepayment terms.

	Estimated as of 11/12/20	Locked in Rates		
Type of Deal	**Insured Public Offering**	**Capital One Bid**	**Sterling Bid**	**BBVA Bid**
Par	8,610,000	8,512,591	8,512,591	8,521,091
TIC	3.23%	3.08%	3.05%	2.75%
All-in-TIC	3.51%	3.44%	3.41%	3.12%
Total Debt Service	11,054,668	10,992,597	10,966,611	10,719,987
NPV Savings $ vs No Bonds	2,442,568	2,455,210	2,474,493	2,657,803
NPV Savings % vs No Bonds	28.80%	28.90%	29.20%	31.30%

Optional Prepay	100% 10+ years	102% 6-7 years, 101% 8 years, 100% thereafter	102% 1-4 years, 101% 5-8 years, 100% Thereafter	100% 8+ years
Leased Asset(s)	City Hall + Comm Ctr required by insurer	City Hall + Maint Yard	Comm Ctr	City Hall + Maint Yard + Comm Ctr, with Comm Ctr released in 2023
Est Close Date	~12/17	3-Dec	3-Dec	3-Dec
Credit Approved?	NA	Yes	Yes	Pending

The City's existing finance team would handle the private placement at their previously agreed fees, with one exception. HilltopSecurities' fees would decrease slightly (by $5,400 to $58,200) because several costs which would have been necessary for a public issuance are not needed for a private placement.

DISCUSSION

City staff is proposing using a private placement of Pension and OPEB bonds not to exceed $9.5 million with Sterling Bank (see Attachment B – Sterling Bank Term Sheet). The All-In True Interest Cost is 3.413739% for the private placement. At the October 13th City Council meeting, the All-In True Interest Cost for the public offering was 3.582397%.

FISCAL IMPACT

NPV savings are estimated at $2,474,493 over the 15-year term of the financing (29.20%). There is one interest payment of $76,808 on 4/1/2021 during the current fiscal year. To compensate, staff expects to reduce the OPEB prepayment in the current fiscal year by the same amount. Estimated cashflows by fiscal year are in Attachment F.

RECOMMENDATION

It is recommended that the City Council: (1) adopt Resolution No. 20-5599 approving the terms of a private placement of the Pension and OPEB financing with Sterling Bank; authorizing the execution and delivery of a private placement agreement with Hilltop Securities, Inc.; and authorize certain actions in connections therewith.

ATTACHMENTS

Attachment "A": Resolution No. 20-5599
Attachment "B": Sterling Bank Term Sheet
Attachment "C": BBVA Term Sheet
Attachment "D": Capital One Term Sheet
Attachment "E": Placement Agent Agreement – Hilltop Securities
Attachment "F": Presentation (including Estimated Annual Cashflows of Financing Options)

RESOLUTION NO. 20-5599

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE APPROVING THE TERMS OF A PRIVATE PLACEMENT; AUTHORIZING THE EXECUTION AND DELIVERY OF A PLACEMENT AGENT AGREEMENT; AND AUTHORIZING CERTAIN ACTIONS IN CONNECTION THEREWITH

WHEREAS, on October 13, 2020, the City Council of the City (the "City Council") adopted Resolution No. 20-5588 (the "Authorizing Resolution"), authorizing certain financing documents and actions in connection with the execution and delivery of City of La Puente Certificates of Participation, 2020 Series A (Federally Taxable) (the "Certificates") by the Public Property Financing Corporation (the "Corporation") in the aggregate principal amount not to exceed $9,500,000; and

WHEREAS, the Certificates are being executed and delivered for the purpose of financing all or a portion of the City's outstanding pension and/or OPEB liabilities in accordance with the Authorizing Resolution; and

WHEREAS, the City has received bids for a private placement of the Certificates from Sterling National Bank ("Sterling"), BBVA USA and Capital One Public Funding, LLC; and

WHEREAS, the City Council desires to accept the bid of Sterling and to authorize the placement of the Certificates with Sterling; and

WHEREAS, the City Council further desires to approve the appointment of Hilltop Securities Inc. as placement agent in connection with the placement of the Certificates with Sterling;

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

SECTION 1. The City Council finds that all of the facts set forth in the Recitals are true and correct, and are incorporated herein by reference.

SECTION 2. The City hereby accepts the terms set forth in the Sterling bid for private placement, dated November 4, 2020, (the "Sterling Bid") subject to the authorizations and limitations set forth in the Authorizing Resolution and hereby directs City staff and Bond Counsel to revise the financing documents previously approved therein for the purpose of incorporating the terms provided in the Sterling Bid.

SECTION 3. Hilltop Securities Inc., is hereby appointed as placement agent for the Certificates and any Responsible Officer (as defined in the Authorizing Resolution) is authorized and directed to enter into a placement agent agreement with Hilltop Securities Inc.

SECTION 4. Each Responsible Officer and other officers of the City are hereby authorized and directed, jointly and severally, for and in the name on behalf of the City, to execute and deliver any and all agreements, assignments, documents, certificates, and other instruments, and to do any and all things and take any and all actions which may be necessary or advisable in their discretion, to carry out and give effect to the actions which the City has approved in this Resolution. This Resolution is supplemental to the Authorization Resolution.

SECTION 5. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part hereof 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 hereof or their applicability to other persons or circumstances.

SECTION 6. The City Clerk shall certify to the adoption of this Resolution, and thenceforth and thereafter the same shall be in full force and effect. Notwithstanding the foregoing, such certification and any of the other duties and responsibilities assigned to the City Clerk pursuant to this Resolution and the Authorizing Resolution may be performed by a deputy or assistant City Clerk with the same force and effect as if performed by the City Clerk

PASSED, APPROVED AND ADOPTED this 19th day of November, 2020, by the following vote:

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

____
Charlie Klinakis, Mayor

ATTEST:

____
Sheryl Garcia, City Clerk

John Riddle
Managing Director-West Region
Sterling National Bank
999 Corporate Drive Suite 100
Ladera Ranch, CA 92694
949.373.0568 | Office
949.370.2907 | Cell
Email: jriddle@snb.com
Website: www.snb.com

November 4, 2020

City of La Puente
15900 East Main Street
La Puente, CA 91744
Attention: City Manager

Subject: **CITY OF LA PUENTE CERTIFICATE OF PARTICIPATION, 2020 SERIES A (FEDERALLY TAXABLE)**

To the City of La Puente:

Sterling National Bank ("SNB") is pleased to present this proposal (the "Term Sheet") to City of La Puente in connection with the above referenced financing request. Working with SNB has several major advantages, including:

- **Experience and Expertise:** Each member of the SNB Public Finance team has significant experience regarding the financing of essential governmental equipment and projects, and can help you document your financing in a manner that complies with applicable local laws.

- **Financial Capability:** The SNB Public Finance team is part of Sterling National Bank, a publicly traded commercial bank, which has the capability of funding tax-exempt financings on a nationwide basis.

- **Reliability:** The SNB Public Finance team prides itself on excellent customer service and the prompt closing of awarded transactions.

- **Simplified Financing Structure**: SNB is proposing to finance the City of La Puente's outstanding pension and/or OPEB liabilities.

We look forward to working with you and your team on this transaction. Should you have any questions, please do not hesitate to contact me.

Respectfully -

John Riddle

John Riddle
Managing Director
jriddle@snb.com

ATTACHMENT B

John Riddle
Managing Director-West Region
Sterling National Bank
999 Corporate Drive Suite 100
Ladera Ranch, CA 92694
949.373.0568 | Office
949.370.2907 | Cell
Email: jriddle@snb.com
Website: www.snb.com

TERM SHEET

TYPE OF FINANCING:	Taxable Certificate of Participation (the "Certificate of Participation"), evidencing a proportionate undivided interest of the registered owner thereof in lease payments to be made by the Borrower (defined below) as the rental for the use and possession of certain leased property (the "Leased Property") to be leased from the Corporation (defined below) pursuant to a Lease Agreement between the Corporation and the Borrower, and assigned to U.S. Bank National Association, as trustee (the "Trustee"), pursuant to an Assignment Agreement between the Corporation and the Trustee, for the benefit of Sterling National Bank, as owner of the Certificate of Participation ("Sterling").
BORROWER:	City of La Puente (the "City")
CORPORATION:	Public Property Financing Corporation (the "Corporation")
TRUSTEE:	U.S. Bank National Association, as trustee, pursuant to the Assignment Agreement referenced above.
PLACEMENT AGENT:	Hilltop Securities Inc.
LENDER/REGISTERED OWNER:	Sterling National Bank, or its designee 500 Seventh Avenue, 3rd Floor New York, NY 10018 Attention: Public Sector Finance
USE OF CERTIFICATE OF PARTICIPATION PROCEEDS:	Finance all or a portion of the Borrower's outstanding pension and/or OPEB liabilities and pay costs of delivery in connection with the execution and delivery of the Certificate of Participation.
SECURITY/LEASED PROPERTY:	The Leased Property consists of the Borrower's community center located at 501 Glendora Avenue in the City of La Puente, including the real estate upon which such community center is located. A title insurance policy will be issued by a title company relating to the Leased Property in favor of the Trustee. Payments of principal and interest (the "Lease Payments") paid by the Borrower to the Trustee for Borrower's use and possession of the Leased Property, which Lease Payments are paid by the Trustee to Sterling, as owner of the Certificate of Participation.
BOND COUNSEL:	Norton Rose Fulbright US LLP, Los Angeles, California

COUNSEL TO THE LENDER:	Gilmore & Bell, P.C. - At no cost to the Borrower
CLOSING DATE:	December 3, 2020 or such other date as mutually agreed upon between Lender and Borrower
AMOUNT TO BE FINANCED:	$8,525,000 (approximate)
TERM:	15 years
INTEREST RATE:	3.05% (Locked through Closing Date)
TAX STATUS:	Taxable
FINAL MATURITY:	TBD (10/01/2036 assumed)
PRINCIPAL PAYMENT STRUCTURE:	Due annually, commencing on 10/01/2021 through final maturity
INTEREST PAYMENT STRUCTURE:	Due semi-annually, commencing on 04/01/2021 through final maturity. Based on a 30/360 calculation.

PURCHASE OPTION:

The Borrower shall have the right to pre-pay the Certificate of Participation in whole, but not in part, on any payment date by paying the Redemption Price, provided that the Borrower gives Sterling at least thirty (30) days prior written notice of its intent to do so. The Redemption Price, as a percentage of the then-outstanding balance of the Certificate of Participation, shall be equal to:

Year	Percentage
1 – 4	102%
5- 8	101%
Thereafter	100%

DOCUMENTATION:

This financing is subject to the execution of mutually acceptable documentation to be prepared by Bond Counsel. Documents will include those that are normal and customary for a transaction of this type and size and may include, but are not limited to:

- Site Lease, Lease Agreement, Trust Agreement and Assignment Agreement
- Certificate of Participation
- Borrower's Closing Certificate with evidence of authorization
- Corporation's Closing Certificate with evidence of authorization
- Validity & Enforceability Opinion of Counsel to the Borrower and Counsel to the Corporation
- Opinion of Bond Counsel

- Tax Certificate and IRS Form 8038-G
- Evidence of Insurance (including rental interruption insurance on the Leased Property)
- Title Insurance Policy in form reasonably acceptable to Sterling

STERLING FEES: None-Sterling charges NO FEES whatsoever

Any costs of issuance incurred by the Borrower such as financial advisory, and legal counsel shall be the responsibility of the Borrower and can be included in the Amount to be Financed.

ASSIGNMENT BY STERLING: Sterling shall have the right at any time to further assign its interest in this financing, but no such assignment shall be effective unless and until a notice has been delivered to the Borrower that discloses the name and address of the assignee. Such assignment, transfer or conveyance shall be made only to (i) an affiliate of Sterling or (ii) banks, insurance companies or other financial institutions or their affiliates.

IRS CIRCULAR 230 DISCLOSURE: Sterling and its affiliates do not provide tax advice. Accordingly, any discussion of U.S. tax matters contained herein (including any attachments) is not written or intended to be used, and cannot be used, in connection with the promotion, marketing or recommendation by anyone unaffiliated with Sterling of any of the matters addressed herein or for the purpose of avoiding U.S. tax-related penalties.

ADVISORY DISCLOSURE: Sterling is not a registered municipal advisor as defined under the Dodd-Frank Wall Street Reform and Consumer Protection Act and its related rules and regulations. In providing this Term Sheet, Sterling is not providing any advice, advisory services, or recommendations with respect to the structure, timing, terms, or similar matters concerning an issuance of municipal securities. This Term Sheet is a commercial, arms-length proposal that does not create a fiduciary duty by Sterling to the Borrower or the Corporation. The Borrower may engage, separately and at its own cost, an advisor to review this Term Sheet and the proposed transaction on the Borrower's behalf.

CREDIT APPROVAL: This Term Sheet is subject to formal credit approval by Sterling and the execution of mutually acceptable documentation.

PROPOSAL EXPIRATION: Unless accepted by the Borrower or extended in writing by Sterling at its sole discretion, this Term Sheet shall expire on November 13, 2020. Once accepted, this Term Sheet shall expire if the financing is not completed by December 10, 2020.

Upon receipt of the signed Term Sheet, we will endeavor to provide you with a timely commitment and we will use good faith efforts to close on the financing based on the terms herein. It is a pleasure to offer this financing proposal to the Borrower, and we look forward to your favorable review.

Respectfully –

John Riddle

John Riddle
Managing Director
jriddle@snb.com
www.snb.com

Agreed to and Accepted by:
City of La Puente, CA

______________________________ (Name)

______________________________ (Title)

______________________________ (Date)

DATE: 11/06/2020

City of La Puente
15900 E. Main Street
La Puente, CA 91744

Dear Todd Smith,

BBVA USA, an Alabama banking corporation operating under the trade name "BBVA" ("Lender") is pleased to provide the attached Summary of Terms and Conditions (the "Terms and Conditions") which outlines the general terms upon which Lender would consider entering into the above referenced Facility. Please note that (i) the terms outlined in the Terms and Conditions are not exhaustive and additional and/or different terms may be required in the final loan documentation for the Facility, and (ii) this letter and the Terms and Conditions are for discussion purposes only and do not represent a commitment by Lender to provide the Facility.

Issuance of a commitment and/or closing of the Facility by Lender are subject to, among other things, receipt and approval of all requested due diligence information and Lender's internal approval process. However, Lender may at any time, in its sole and absolute discretion, decline the Facility and terminate discussions with you regarding the Facility.
By your acceptance of this letter you agree that the Terms and Conditions and the terms contained therein shall not be disclosed, directly or indirectly, to any other person or entity except: (i) to your employees and advisors who are directly involved with the consideration of the Facility, (ii) to your investors and potential investors provided that such investors and potential investors agree to not disclose the Terms and Conditions, directly or indirectly, to any person or entity, except their employees and advisors directly involved in the consideration of the Facility, and (iii) as disclosure may be compelled in a judicial or administrative proceeding or as otherwise required by law.

Lender may sell or participate a portion of the Facility to other lenders and you hereby acknowledge and consent to Lender sharing with prospective lenders any information provided by you or any of your affiliates in connection with the Facility.
You agree to defend (with counsel selected by Lender), indemnify, and hold harmless Lender and its affiliates and their respective directors, officers and employees (individually, an "Indemnified Party", and collectively, the "Indemnified Parties") from all losses, claims, liabilities, obligations, damages, costs and expenses (collectively, the "Indemnified Costs") in connection with the Facility and/or any other transactions related to the Terms and Conditions, including but not limited to preparation of documents, due diligence, underwriting, travel and/or syndication of the Facility, including, without limitation, reasonable attorneys' fees and costs, INCLUDING BUT NOT LIMITED TO ANY INDEMNIFIED COSTS THAT RELATE TO AND/OR ARISE FROM THE ORDINARY, COMPARATIVE OR CONTINGENT NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, except to the extent that a court of competent jurisdiction determines in a final, non-appealable judgment that any such Indemnified Costs arose solely from such Indemnified Party's gross negligence or willful misconduct.

You agree that this letter constitutes a legally binding agreement notwithstanding that the attached Terms and Conditions does not represent a commitment by Lender to provide the Facility or any portion thereof. The parties may execute this letter in any number of counterparts with the same effect as if the parties signed the same document. All counterparts of this letter will, together, constitute one instrument; but in proving the execution and validity of this letter, any party need only produce one counterpart of this document. The terms and provisions of this letter are binding upon and will inure to the benefit of the parties hereto and their respective successors and permitted assigns. You may not assign any of your

This term sheet does not represent a commitment to lend and may not be relied upon as such.

ATTACHMENT C

rights or obligations under this letter to any other party without obtaining Lender's prior written consent to such assignment

If the Terms and Conditions are acceptable and you desire Lender to proceed with its underwriting and approval process, please acknowledge this letter below and return the same to the undersigned

If a signed copy of this letter is not received by Lender on or before November 30th, 2020 any discussions with you regarding the Facility shall be deemed terminated.

Thank you for considering BBVA USA for your financing needs. We look forward to hearing from you in regards to our proposal.

Sincerely,

Mina Ibrahim
Vice President

ACCEPTED and AGREED TO on ______________________, 2020:

BORROWER NAME: City of La Puente

By:_______________________________

Name:_____________________________________

This term sheet does not represent a commitment to lend and may not be relied upon as such.

City of La Puente
Summary of Non-Binding Indicative Terms and Conditions
for the Proposed Tax Exempt Financing (Private Placement)
November 6, 2020

This summary of indicative terms and conditions is not a commitment to lend, purchase or to provide any other service related to a financing and does not impose any other obligation on Lender. Any such commitment or undertaking will be issued only in writing subject to appropriate documentation, the terms of which are not limited to those set forth herein. This summary of indicative terms and conditions is intended as an outline of certain of the material terms of a proposed financing and is not intended to summarize all of the conditions, covenants, representations, warranties and other provisions that would be contained in definitive documents, and is subject to, among other things, completion of due diligence and final credit approval by Lender.

Borrower:	City of La Puente, California (the "Borrower")
Lender:	BBVA USA (the "Lender" or the "Bank"). Mina Ibrahim, Vice President Los Angeles Commercial Banking 801 S. Figueroa St., Ste. 1100 Los Angeles, CA 90017 Ph: (213) 457-2068 mina.ibrahim@bbva.com James Manning, Senior Vice President Government & Institutional Banking 2850 E. Camelback Rd., Ste. 140 Phoenix, AZ 85016 Ph: (602) 300-0759 james.manning@bbva.com
Obligation Type:	Taxable Certificate of Participation
Obligation Amount:	Up to $8,485,000 (the "Obligation" or "Financing").
Purpose:	To fund pension and OPEB liabilities.
Maturity:	10/01/2036 or approximately 16 years from closing.
Repayment:	The Obligation will amortize over 16 years consisting of semi-annual interest on each 04/01 and 10/01 beginning 04/01/2021 and annual principal on each 10/01 beginning 10/01/2021.
Interest Rate:	Taxable Fixed Rate of 2.75% fixed for the full tenor of the Obligation. Rate will be held through expected closing date of 12/10/2020 provided this proposal is selected within the next seven calendar days otherwise rate is indicative and subject to change based on market conditions.
Upfront Origination Fee:	None.

This term sheet does not represent a commitment to lend and may not be relied upon as such.

Targeted Closing:	12/10/2020 or as requested by the Borrower.
Prepayment:	Obligation is not subject to optional redemption at the proposed rate prior to the 8th anniversary of loan closing, after which time the Borrower may prepay the loan amount without penalty.
Security:	The obligation is proposed to be issued as an abatement lease agreement with the Borrower, repayable through lease rental payments from any legally available sources of revenues of the Borrower. Obligations are to be secured with a leasehold interest in property valued in excess of the loan amount. It is expected that the property will be comprised of the La Puente City Hall building, City Community Center, and Maintenance building. Once the outstanding principal is equal to or less than 95% of the insured value of the City Hall plus the Maintenance Building then the Community Center will be released. An appropriate policy of title insurance will be required.
Covenants:	Borrower to covenant to take such action as may be necessary to include all lease payments in its annual budgets and to make the necessary annual appropriations for all such lease payments. The Obligation with the Borrower shall include affirmative covenants that are standard and customary for a transaction of this nature including, but not limited to (i) to repair and make replacements to the leased property at its own cost and expense, so as to fully maintain the leased property in a good condition for use as intended; (ii) to keep the leased property free and clear of all liens, charges and encumbrances other than those permitted by Bank; (iii) to pay for all utilities and related charges for the leased property; (iv) adequately insure the lease property as documented with the Bank named as the additional insured and make annual insurance payments on time; and (v) maintain 24 month Rental Interruption Insurance to mitigate the risks of abatement.
Representations/ Warranties/ Covenants:	The documents will contain those representations and warranties and covenants customarily found in transactions of this nature, and others appropriate to the transaction, including but not limited to: • Standard representations including but not limited to: no adverse litigation and Borrower has not defaulted or non-appropriated on past obligations, indemnification from hazardous materials. • Default rate of 5.00% over the Obligation's proposed rate. Default rate to apply if payment is not made within 10 days of due date in addition to other events of default. • No material adverse change in financial condition since fiscal year ended 6/30/19. • Notices of (i) any default on any obligation, (ii) material litigation, (iii) material governmental proceedings and (iv) material adverse effect. • Bank will sign a traveling Purchaser's Letter in form acceptable to Bank's counsel. Bank will agree that any future transferee of the Obligation signs a Purchaser's Letter in the substantially the same form that the Bank signed prior to any transfer. • To the extent permitted by law, the Borrower will indemnify the Bank and its officers against all and any liabilities that might arise related to the Obligation.

This term sheet does not represent a commitment to lend and may not be relied upon as such.

BBVA
Creating Opportunities

- Additional representations and warranties, and other affirmative and negative covenants that Bank considers customary and reasonably appropriate for the Obligation.

This Obligation is being purchased by Lender under the following conditions: (i) not being registered or otherwise qualified for sale under the "Blue Sky" laws; (ii) the Lender will hold as one single debt instrument; (iii) no CUSIP numbers will be obtained for the Obligation; (iv) no official Statement or similar offering document has been prepared in connection with the private placement of this Obligation; (v) the Obligation will not close through the DTC or any similar repository and will not be in book entry form. Obligation must be able to be classified as a loan or held-to-maturity security in order to be acceptable to the Lender.

**Note, all of the foregoing are subject to Lender's receipt and satisfactory review.*

Financial Reporting:	• Annual audited financial statements due within 210 days of fiscal year end. • Annual approved operating budget due within 30 days of fiscal year end. • Borrower shall furnish at Lender's request such additional information that Lender may from time to time reasonably request. Annual disclosure information may be provided via EMMA.
Closing Costs:	Borrower will pay all reasonable, out-of-pocket costs and expenses incurred by Lender in connection with due diligence and the preparation of documentation, regardless of whether or not the Obligation is closed, including but not limited to, financial advisory fees if applicable, bond counsel, Lender's counsel, title policy and CDIAC fees. Lender's Counsel limited to $8,500. <u>Lender's Counsel:</u> Sam S. Balisy, Partner Kutak Rock LLP 777 South Figueroa Street, Suite 4550 Los Angeles, CA 90017 sam.balisy@kutakrock.com Direct 213-312-4009 Cell: 626-840-5232
Credit Approval Requirements:	This indicative term sheet is being provided prior to final credit approval of the Bank. The following information is needed to complete underwriting and for formal approval: • Any other information which Lender may attach significance to in determining the credit-worthiness of the Borrower, such as additional information disclosures.
Conditions Precedent:	Prior to the consummation of the Financing, the following conditions precedent shall have occurred, all of which shall be in form and substance satisfactory to the Lender and its counsel. • Formal credit approval from the Bank. • Receipt and satisfactory review of an acceptable title policy. • Opinion addressed to the Bank, from counsel to Borrower reasonably acceptable to the Bank, setting forth such opinions as the Bank may require, including opinions concerning the legal status of Borrower, the due authorization, execution and delivery of the

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Obligation documents, the enforceability of the private placement documents, no conflict with law, no litigation, and the receipt of all necessary governmental approvals.

- Supporting documentation related to standard levels of insurance.
- Properly executed documents in form and substance satisfactory to Bank and/or Bank's counsel evidencing or supporting the Obligation. In terms of service level commitment, Lender's counsel will respond with initial comments within 7 business days of receiving draft legal documents from bond counsel, and within 5 business days of receiving any subsequent iteration of the legal documents.
- Additional conditions precedent that Bank considers customary and reasonably appropriate for the Obligation, including further information disclosures.

Upon execution of the final agreed upon legal documents and at formal closing of the Obligation, this term sheet will become obsolete and will be superseded by the executed legal documents.

Ancillary Business: The structure, pricing, and terms contained herein are conditioned upon the establishment of a banking relationship that includes the opportunity to reasonably bid on ancillary financial services in good faith.

Governing Law: This transaction shall be governed by and construed in accordance with the laws of the State of California.

Expiration: This term sheet shall expire by 4:00pm on 11/30/2020 unless previously accepted.

This term sheet is issued in reliance on the accuracy of all information, representations, schedules, and other data and materials submitted by Borrower, all of which are deemed material. This term sheet does not contain all of the terms and conditions or other provisions that may be included in the final documents evidencing the Obligation, and is issued at a time before Lender has undertaken a full business, credit, and legal analysis of Borrower and the Obligation.

*The terms and provisions of this correspondence are **confidential** and may not be disclosed by Borrower to any other person or entity. However, the foregoing restrictions on disclosure shall not apply to disclosure(s): (i) to Borrower's legal counsel or financial advisor for purposes of advising Borrower with respect hereto and provided, however, that such counsel and financial advisor agree to preserve the confidentiality of this correspondence; or (ii) in response to any properly issued subpoena from any court or other governmental authority with jurisdiction over Borrower, provided that Lender has been furnished reasonable advance notice of the intended disclosure and the opportunity to prevent or limit the scope of any such disclosure.*

Lender is providing the information contained in the document for discussion purposes only in connection with a proposed arm's-length commercial banking transaction between Borrower and Lender. This information is provided to you pursuant to and in reliance upon the "independent municipal investment advisor exemption" or "request for proposals exemption" provided under the municipal advisor rules of the Securities and Exchange Commission, 17 C.F.R. § 240.15Ba1-1 et seq. (the "Municipal Advisor Rules").

Lender is acting for its own interest and has financial or other interests that differ from yours. Lender is not acting as a municipal advisor or financial advisor, and has no fiduciary duty to you or any other person pursuant to Section 15B of the Securities Exchange Act of 1934 or otherwise. The information provided in this document is not intended to be and should *not be construed as "advice" within the meaning of Section 15B of the Securities Exchange Act of 1934 and the Municipal Advisor Rules.*

Lender is not recommending that you take any action with respect to the information contained in this document. Before acting on this information, you should discuss it with your own financial and/or municipal, legal, accounting, tax, and other advisors as you deem appropriate. If you would like a municipal advisor in this transaction that has legal fiduciary duties to you, then you are free to engage a municipal advisor to serve in that capacity.

Lender does not provide legal, compliance, tax or accounting advice. Accordingly, any statements contained herein as to tax matters are not intended by Lender to be used and cannot be used by any taxpayer for the purpose of avoiding tax penalties that may be imposed on such taxpayer.

This term sheet is intended for the sole and exclusive benefit of Borrower and Lender and may not be relied upon by third parties.

October 29, 2020

Todd Smith
Todd.Smith@hilltopsecurities.com

Subject: City of La Puente, California
Certificates of Participation, 2020 Series A (the "Loan")

Dear Todd:

This term sheet is presented in connection with our discussions regarding the above-referenced potential Loan transaction. Capital One Public Funding, LLC ("COPF") is very interested in working with City of La Puente ("Borrower") and are pleased to present the following summary terms:

Structure	Ground lease/leaseback transaction among Borrower (as ground lessor under the ground lease and lessee under the lease), a third-party nonprofit (as ground lessee and lessor under the lease), and COPF (as assignee).
Estimated Amount	$8,485,000
Use of Proceeds	Finance a portion of the UAL with CalPERS and a portion of the OPEB liabilities
Security Provisions / Repayment Sources	Standard California abatement lease on City Hall and Maintenance Building.
Fixed Interest Rate	3.08%
Payment Assumptions	Semi-annual interest and annual principal; approximate average life of 9.5 years; final maturity 10/01/36. The Loan will be payable in installments on the dates and in the amounts set forth on the payment schedule identifying payment dates, principal, interest and total payment due, which shall be attached to the loan.
Call Provisions	No call in years 1-5, then in whole at 102% in years 6-7, then at 101% in year 8, thereafter at par on any interest payment date.
Tax Status	Taxable
Real Estate Requirements	COPF shall require: • standard representations from the Borrower regarding the absence of any adverse environmental conditions; and • a title search indicating that free and clear title to the ground-leased property rests with the Borrower. COPF shall not require an appraisal, Phase I, or survey. Title insurance (including a survey) shall only be required in the event of a title deficiency.

Interest Rate Assumptions

The above-quoted interest rate is based upon the assumptions set forth above regarding average life and final maturity. Any changes from the assumptions may require an adjustment to the quoted rate. The rate may also be subject to change if the contemplated Loan is not closed by December

Documentation

Loan documentation shall be prepared by qualified bond counsel subject to review by COPF and its counsel. Borrower shall provide, at its expense, an opinion of legal counsel (acceptable to COPF) attesting to the legal, valid, and binding nature of the transaction. Upon selection of COPF, the Borrower shall provide draft authorizing documents for COPF's review and comment.

Costs of Issuance

The Borrower shall be responsible for normal borrower costs of issuance including a financial advisor, placement agent, bond counsel, and CDIAC fees. No fees will be due to COPF, which shall be responsible for the costs of its own legal review.

Direct Purchase

The Loan shall be directly funded/purchased by (and registered in the name of) COPF as assignee and delivered in physical, non-book-entry, certificated form. The Loan shall not be (i) assigned a separate rating by any rating agency; (ii) registered with the Depository Trust Company or any other securities depository; (iii) issued pursuant to any type of official statement, private placement memorandum or other offering document; or (iv) assigned a CUSIP number.

Audited Financial Statements

Upon request, as soon as available, the Borrower shall send COPF a copy of its audited financial statements as of the end of the fiscal year.

Municipal Advisor Rules

This term sheet is provided to the Lessee pursuant to and in reliance upon the "bank exemption" provided under the municipal advisor rules of the Securities and Exchange Commission, Rule 15Ba1-1 seq.

Role of Capital One Public Funding, LLC

The Borrower acknowledges and agrees that: (i) the information contained in this term sheet is for discussion purposes only and sets forth certain proposed terms and conditions of an arm's-length commercial transaction between the Borrower and COPF and does not constitute advice, an opinion or a recommendation by COPF; (ii) the Borrower will make its own determination regarding whether to enter into the proposed transaction and the terms thereof, and will consult with and rely on the advice of its own financial, accounting, tax, legal and other advisors; (iii) COPF is acting solely for its own account in connection with the proposed transaction, and is not acting as a municipal advisor, financial advisor, agent or fiduciary to the Borrower or any other person or entity (including to any financial advisor or placement agent engaged by the Borrower) and the Borrower, its financial advisor and placement agent are free to retain the services of such advisors (including as it relates to structure, timing, terms and similar matters and compliance with legal requirements applicable to such parties) as it deems necessary or appropriate; (iv) COPF has no fiduciary duty pursuant to Section 15B of the Securities Exchange Act of 1934 to the Borrower with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto; (v) neither COPF nor any of its affiliates is acting as a broker, dealer, underwriter or placement agent with respect the transactions contemplated hereby; (vi) the only obligations COPF has to the Borrower with respect to the transaction contemplated hereby expressly are set forth in this term sheet; and (vii) COPF is not recommending that the Borrower take an action with respect to the transaction contemplated by this term sheet. Before taking any action with respect to the Loan, the Borrower should discuss the information contained herein with the Borrower's own legal, accounting, tax, financial and other advisors, as it deems appropriate. If the Borrower would like a municipal advisor in this transaction that has legal fiduciary duties to it, Borrower is free to engage a municipal advisor to serve in that capacity.

Other Information

To the extent that updated financial and other credit materials have not already been provided to COPF or are not available through public resources, COPF may require and request the following: audited and unaudited financial statements; budgets; information on outstanding bond issues, lease transactions, and contingent/material liabilities; tax base details; and other reasonable and customary information relevant to the Borrower's credit quality and the source of repayment.

Confidentiality
The information contained herein is strictly confidential and is intended for review by the parties, their advisors and legal counsel only and may not be disclosed to any other person or entity, except as required by law or otherwise consented to by COPF.

Closing
Closing is anticipated to take place on December 4, 2020. This Term Sheet does not represent a commitment. The funding of the Loan will only occur upon the approval and acceptance of the Loan documents by COPF, the Borrower, and their respective counsels.

Term Sheet Expiration
This term sheet shall expire if not accepted by the Borrower by November 11, 2020. Once accepted, this term sheet shall expire if the transaction has not closed by December 4, 2020, unless extended by COPF at its sole discretion.

Subject to Final Credit Approval
Specifically, but without limitation, this term sheet has not yet received all necessary internal and committee approvals of COPF. Any obligation of COPF to provide financing or otherwise shall arise only upon the execution of final Loan documents signed by authorized signatories of COPF and not from statements (oral or written) made during the course of discussions among the parties (whether or not prior to or after the date hereof).

Should the above-stated terms be acceptable to you, a formal decision through COPF's internal credit process will be pursued as quickly as possible.

Thank you for the opportunity to offer this term sheet. Should you have any questions, please do not hesitate to contact me at 505-503-7629 or jeffrey.sharp@capitalone.com.

Sincerely,

Jeffrey D. Sharp

Jeffrey D. Sharp
Senior Vice President / Director of Business Development
Capital One Public Funding, LLC

cc: Jonathan Lewis, Capital One Public Funding, LLC
Brenda Barnes, Capital One Public Funding, LLC

ACCEPTED BY: City of La Puente

By

Name

Title

PLACEMENT AGENT AGREEMENT

This Placement Agent Agreement ("Agreement") is made and entered into by and between the City of La Puente, California (the "Issuer") and Hilltop Securities Inc. ("HilltopSecurities").

WITNESSETH:

WHEREAS, the Issuer presently intends to issue indebtedness in an amount of $9,500,000 (Not to Exceed) for the City of La Puente Certificates of Participation, 2020 Series A (Federally Taxable) (the "Financing") and, in connection with the authorization, sale, issuance and delivery of such indebtedness, the Issuer desires to obtain the professional services of HilltopSecurities to serve as the placement agent for the Financing; and

WHEREAS, HilltopSecurities is willing to provide its professional services and its facilities as placement agent, acting not as a fiduciary, in connection with the issuance of the Financing.

NOW, THEREFORE, the Issuer and HilltopSecurities, in consideration of the mutual covenants and agreements herein contained and other good and valuable consideration, do hereby agree as follows:

SECTION I
DESCRIPTION OF SERVICES

Upon the request of an authorized representative of the Issuer, HilltopSecurities agrees to provide its professional services and its facilities as placement agent in connection with the issuance of the Financing and the provision of a Certificate of Placement Agent for the issue; and for having rendered such services, the Issuer agrees to pay to HilltopSecurities the compensation as provided in Section III hereof.

SECTION II
TERM OF AGREEMENT

This Agreement shall become effective as of the date executed by the Issuer as set forth on the signature page hereof and, shall remain in effect thereafter until the Issuer has paid HilltopSecurities in full the placement agent fee and all reimbursable expenses.

SECTION III
COMPENSATION AND EXPENSE REIMBURSEMENT

The fees due to HilltopSecurities for the services set forth and described in Section I of this Agreement with respect to the issuance of the Financing during the term of this Agreement shall be calculated in accordance with the schedule set forth on Appendix A attached hereto. Unless specifically provided otherwise on Appendix A or in a separate written agreement between Issuer and HilltopSecurities, such fees, together with any other fees as may have been mutually agreed upon and all expenses for which HilltopSecurities is entitled to reimbursement, shall become due and payable concurrently with the delivery of the proceeds of the Financing to the Issuer. HilltopSecurities has not received nor will it collect any compensation or other consideration from the buyer(s).

SECTION IV
MISCELLANEOUS

1. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

2. Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the Issuer and HilltopSecurities, their respective successors and assigns; provided however, neither party hereto may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other party.

3. Entire Agreement. This Agreement contains the entire agreement between the parties relating to the rights herein

granted and obligations herein assumed. Any oral or written representations or modifications concerning this Agreement shall be of no force or effect except for a subsequent modification in writing signed by the parties hereto.

4. Electronic Signatures. Each of the parties hereto agrees that the transaction consisting of this Agreement may be conducted by electronic means. Each party agrees and acknowledges that it is such party's intent that if such party signs this Agreement using an electronic signature it is signing, adopting, and accepting this Agreement and that signing this Agreement using an electronic signature is the legal equivalent of having placed its handwritten signature on this Agreement on paper. Each party acknowledges that it is being provided with an electronic or paper copy of this Agreement in usable format.

5. No Fiduciary Duty. The Issuer acknowledges and agrees that: (i) the transaction contemplated by this Agreement is an arm's length, commercial transaction between the Issuer and HilltopSecurities in which HilltopSecurities is not acting as a municipal advisor, financial advisor or fiduciary to the Issuer; (ii) HilltopSecurities has not assumed any advisory or fiduciary responsibility to the Issuer with respect to the transaction contemplated hereby and the discussions, undertakings and procedures leading thereto irrespective of whether HilltopSecurities or any of its affiliates has provided other services or is providing other services to the Issuer on other matters; (iii) the only obligations HilltopSecurities has to the Issuer with respect to the transaction contemplated hereby expressly are set forth in this Agreement; and (iv) the Issuer has consulted its own legal, accounting, tax, financial and other advisors, as applicable, to the extent it has deemed appropriate.

HILLTOP SECURITIES INC.

By: ____________________________________

Todd Smith
Managing Director

CITY OF LA PUENTE, CALIFORNIA

By:____________________________________

Name:__________________________________

Title:__________________________________

Date:__________________________________

City of La Puente, California
2020 Taxable Certificates of Participation
Signature Page

APPENDIX A

The fees due HilltopSecurities for the Financing will not exceed that listed below:

$58,200.00 USD (Placement Agent Fee)

To facilitate a smooth transaction, HilltopSecurities will be invoiced the California Debt and Investment Advisory Commission (CDIAC) bond financing fee of 2.5 basis points of the par amount of the Financing. The CDIAC fee will be paid from HilltopSecurities' placement agent fee.

The Issuer shall be responsible for the following expenses, if any:

Special Counsel fee and charges
Bank Counsel fee and charges
Trustee
Municipal Advisor
Printing and distribution costs of documents
Cost of any required notices
Third party reports or providers such as title insurance.

HilltopSecurities will be responsible for our own travel expenses and our own legal fees. Our fee is entirely contingent on the successful completion of the Financing. If the Financing fails to close, we will not be reimbursed for any expenses.

Contacts

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Phone: 951.396.8915
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November 19, 2020

ATTACHMENT F

Private Placement of Pension and OPEB Financing

City of La Puente

Comparison Table

	Estimated as of 11/12/20	Locked in Rates		
Type of Deal	Insured Public Offering	Capital One Bid	Sterling Bid	BBVA Bid
Par	8,610,000	8,512,591	8,512,591	8,521,091
TIC	3.23%	3.08%	3.05%	2.75%
All-in-TIC	3.51%	3.44%	3.41%	3.12%
Total Debt Service	11,054,668	10,992,597	10,966,611	10,719,987
NPV Savings % vs No Bonds	2,442,568	2,455,210	2,474,493	2,657,803
NPV Savings % vs No Bonds	28.80%	28.90%	29.20%	31.30%
Optional Prepay	100% 10+ years	102% 6-7 years, 101% 8 years, 100% thereafter	102% 1-4 years, 101% 5-8 years, 100% Thereafter	100% 8+ years
Leased Asset(s)	City Hall + Comm Ctr required by insurer	City Hall + Maint Yard	Comm Ctr	City Hall + Maint Yard + Comm Ctr (with Comm Ctr released in 2023)
Est Close Date	~12/17	3-Dec	3-Dec	3-Dec
Credit Approved?	NA	Yes	Yes	Pending

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Annual Cashflows

Payment, FYE	Pension + OPEB, No Bonds	Public Offering	Savings/ (Addl Cost)	Sterling	Savings/ (Addl Cost)	BBVA	Savings/ (Addl Cost)	Capital One	Savings/ (Addl Cost)
2021	704,798	789,900	(85,102)	781,606	(76,808)	777,923	(73,125)	790,737	(85,939)
2022	782,444	798,457	(16,013)	799,966	(17,522)	782,804	(359)	801,713	(19,268)
2023	876,593	777,527	99,065	770,779	105,813	757,638	118,955	772,127	104,465
2024	918,578	791,405	127,173	786,092	132,486	772,732	145,846	787,469	131,109
2025	945,246	805,622	139,623	802,909	142,336	789,329	155,917	804,315	140,931
2026	970,733	823,880	146,853	820,092	150,640	806,288	164,444	821,528	149,205
2027	996,921	840,694	156,227	837,651	159,270	823,620	173,301	839,116	157,805
2028	1,023,832	860,678	163,154	855,593	168,239	841,334	182,498	857,088	166,744
2029	1,051,474	873,842	177,632	873,917	177,557	859,428	192,046	875,443	176,030
2030	1,079,883	895,521	184,362	892,648	187,235	877,925	201,957	894,204	185,679
2031	1,109,076	916,001	193,076	911,791	197,286	896,832	212,245	913,378	195,698
2032	1,110,537	935,076	175,462	931,204	179,333	916,008	194,529	932,824	177,714
2033	1,111,259	952,811	158,447	951,114	160,145	935,677	175,581	952,765	158,493
2034	1,101,027	974,115	126,911	971,476	129,550	955,798	145,228	973,161	127,866
2035	1,071,987	993,964	78,023	992,325	79,662	976,402	95,585	994,042	77,945
2036	668,862	1,012,173	(343,311)	1,013,644	(344,782)	997,476	(328,613)	1,015,395	(346,532)
2037	638,567	1,033,538	(394,971)	1,035,391	(396,824)	1,018,972	(380,405)	1,037,175	(398,608)
2038	606,111	262,398	343,713	262,398	343,713	262,398	343,713	262,398	343,713
2039	583,043	269,741	313,302	269,741	313,302	269,741	313,302	269,741	313,302
2040	571,402	277,290	294,112	277,290	294,112	277,290	294,112	277,290	294,112
2041	508,931	225,682	283,250	225,682	283,250	225,682	283,250	225,682	283,250
2042	503,182	212,142	291,039	212,142	291,039	212,142	291,039	212,142	291,039
2043	475,445	176,402	299,043	176,402	299,043	176,402	299,043	176,402	299,043
2044	413,736	106,470	307,266	106,470	307,266	106,470	307,266	106,470	307,266
2045	372,255	56,539	315,716	56,539	315,716	56,539	315,716	56,539	315,716
2046	382,492	58,094	324,398	58,094	324,398	58,094	324,398	58,094	324,398
2047	0	-	-	-					
Total	19,873,615	15,930,062	3,943,553	15,891,350	3,982,264	15,653,021	4,220,594	15,916,499	3,957,116
NPV @3.41%	14,208,201	11,765,633	2,442,568	11,733,708	2,474,493	11,550,398	2,657,803	11,752,991	2,455,210
NPV Savings, % Bond Size			28.8%		29.2%		31.3%		28.9%

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*Financing Timeline (Sterling National Bank)

- Thursday, November 19th - Special Council Meeting in AM, Finalize Placement Bank
- Friday, November 20th – Final numbers circulated with lease payment schedule
- November 23-25 - Signing documents
- Thursday, Dec 3rd - Close Bonds & Wires to CalPERS

**Decision to work with BBVA or a different bank will alter schedule. It will require additional title work & evaluation, thus extending closing date.*

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City of La Puente
AGENDA REPORT

To: Mayor and City Council — For meeting of: November 19, 2020

From: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION OF AN AMENDMENT TO THE COMMUNITY ENGAGEMENT SUPERVISOR JOB DESCRIPTION

BACKGROUND

On May 28, 2019, the City Council adopted the budget for the fiscal year 2019-2020. Included in the budget was a new position titled Community Engagement Supervisor. The job description states the Community Engagement Supervisor has full responsibility for the City's community engagement and fundraising efforts including the responsibility for all City wide communication efforts, and the ability to serve as the City's Public Information Officer to cultivate media relationships, disseminate press releases, and public service announcements in a timely and effective manner.

On June 25, 2019, the City Council approved Resolution No. 19-5503 approving the establishment and formation of a Public Benefit Corporation called the "La Puente Community Foundation" ("Foundation") for the purpose of managing funds received by the Foundation through grants, donations, and corporate support, and for directing such funds for the benefit of the La Puente community. The Resolution authorized and directed the City Manager and City staff to take actions necessary to form the Foundation and recruit qualified board members.

Staff conducted outreach to attract a qualified and diverse applicant pool. Applicants were asked to demonstrate their ability and/or expertise to effectively direct resources to areas of need in the La Puente community, including the ability to select appropriate projects and coordinate with participating organizations and the ability to garner further financial support for the Foundation's projects.

On January 28, 2020, the City Council appointed five Directors to the La Puente Community Foundation. The five Directors appointed were Samantha Marquez, Barouir Deirmenjian, Rajeev Parikh, Anthony Duarte, and Kevin Xie.

DISCUSSION

On October 28, 2020, the La Puente Community Foundation had their first meeting. Items discussed included: the mission of the Foundation, introduction of Board Members, selection of Board Officers, ideas for future projects, and other topics related to the Foundation. City staff mentioned that the Board will eventually have a person solely dedicated to the Foundation, which is the Community

Engagement Supervisor. The position of Community Engagement Supervisor was created to be the liaison between the La Puente Community Foundation and City staff. At the Foundation's first meeting, the Board requested the Foundation to have an active role in the recruitment for this position. After analyzing the current job description, City staff is aware that the responsibilities and essential functions needed to be clarified as being Foundation focused. The description lacked clarity.

The revised job description (Attachment "A") ensures the position's primary role will be to provide administrative and executive support to the La Puente Community Foundation. The responsibilities for the position include: coordinating and assisting with the Board meetings, assist with the minutes from the meeting, develop and coordinate community efforts with the Foundation, identify and build relationships with potential donors, represents the Foundation in a positive manner, and ultimately be the liaison between the Foundation and the City Manager, director of Community Services, other City departments, elected officials, and the public.

The City Attorney has reviewed the new job description, and all his edits have been accepted in the revised job description.

FISCAL IMPACT

The position's salary and grade are the same as previously approved by the City Council on May 28, 2019 as was included in the operating budget for fiscal year 2020/2021.

RECOMMENDATION

It is recommended that the City Council approve the amendment to the Community Engagement Supervisor job description.

ATTACHMENTS

Attachment "A": Community Engagement Supervisor Job Description

Community Engagement Supervisor

Department/Division:	City Manager's Office
Reports To:	City Manager
Provides Direction To:	Community Services Coordinators, Community Services Specialists, Community Services Leaders
FLSA Exemption Status:	Classified, Exempt
Employment Exemption Status:	At-Will
Date Prepared:	November 19, 2020

GENERAL PURPOSE

Under general direction of the City Manager, the Community Engagement Supervisor has full responsibility for the La Puente Community Foundation community engagement efforts; develops, leads, and champions a comprehensive strategic community engagement plan along with a global effort that that will build public awareness of City initiatives, programs, services, and events related to the La Puente Community Foundation; assists in the planning and coordinating of events meant to raise funds through the La Puente Community Foundation; coordinates assigned activities and liaisons with the Director of Community Services and other departments to accomplish goals.

DISTINGUISHING CHARACTERISTICS

The Community Engagement Supervisor is distinguished from the Community Services Coordinators by its broader scope of responsibility for local and global programs and services, greater range of external interfaces, direct reporting relationship to the City Manager, and its liaison role and responsibility to the La Puente Community Foundation, community groups, non-profit organizations, and other bodies. In addition, the Community Engagement Supervisor plays a direct integral role with City fiscal operations to ensure the integrity of processing, collecting, verifying, and reporting of all associated monetary endeavors, gifts, and collections associated with the La Puente Community Foundation.

ESSENTIAL FUNCTIONS

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

1. Coordinates, administers, and assists with La Puente Community Foundation meetings and procedural discussions regarding agenda items; assists in taking minutes at meetings, tracks follow-up actions, and ensures recordation of any official meetings; researches and prepares items requested by the City Manager and the La Puente Community Foundation.

2. Researches and prepares staff reports; establishes and coordinates agenda actions and distributes agenda packets for the La Puente Community Foundation meetings.

3. Provides administrative and executive support to the La Puente Community Foundation, including preparing correspondence, coordinating programs or projects, processing confidential and official materials and documents.

4. Develop and implement a strategic plan with the La Puente Community Foundation to accomplish broader community awareness and engagement.

5. Develop and coordinate community programs efforts with the La Puente Community Foundation; compile or develop materials to submit to granting or other funding organizations; develop strategies to encourage new or increased contributions.

6. Serves as a liaison between the La Puente Community Foundation and the City Manager, Director of Community Services, other City departments, elected officials, and the public.

7. Identify and build relationships with potential donors; maintain media and donor contact lists which will benefit the La Puente Community Foundation.

8. Recruit sponsors, participants, or volunteers for events hosted or scheduled by the La Puente Community Foundation.

9. Direct or supervisor staff, including volunteer staff members for all La Puente Community Foundation events.

10. Collaborate with the La Puente Community Foundation and other organizations/groups within the community to build partnerships.

11. Represent the La Puente Community Foundation in a positive and effective manner; make presentations; attend meetings and events; participate in community and professional organizations as a representative of the Foundation.

12. Serve as a resource to the La Puente Community Foundation in the development and implementation of plans regarding capital projects, events, services and program efforts, among others.

13. Provide leadership for development of organizational goals and strategies; complete special projects as assigned that collate with the City and the Foundation.

14. Stay current with emerging technologies and methods related to open communication and community engagement; develop specific communication and outreach strategies to reach diverse population groups such seniors and youth, non-profit organizations, and those who may need assistance in connecting with City services and programs.

15. Respond to and resolve difficult and sensitive citizen inquiries and complaints.

16. Perform related duties as assigned.

QUALIFICATIONS GUIDELINES

Knowledge of:

Strong project management skills, including ability to balance multiple projects and prioritize effectively; goal setting and budget management; non-profit entities and possible tax advantages for donors and in-kind contributions; various business fiscal year and donation abilities; key players in the community where connections can be leveraged; ability to complete accurate work with detailed information in paper and electronic format. Principles, practices, methods, and techniques of public/community engagement, organizational behavior and program management; best practices in open government and community engagement practices, including cutting edge principles of interactive strategies and technologies and how to translate practices into innovative and effective solutions; business letter writing and financial report preparation.

Ability to:

Speak confidently with the ability to communicate skillfully and effectively with diverse audiences in both oral and written formats; effectively communicate clearly and concisely, both in person and in writing; successfully explain complex issues in a manner that is easily communicated and understood; formulate and accomplish strategic community awareness and engagement goals and objectives; successfully function in a dynamic and fast paced environment; build and maintain donor relationships; meet financial targets; motivate others and work as a part of a team.

Education/Training/Experience:

Four or more years of increasingly responsible experience in public relations, outreach, business or public administration, marketing or journalism, or a related field. Candidates with experience managing community engagement for a governmental agency, public utility or non-profit organization will be given priority consideration.

Equivalent to a Bachelor's degree from an accredited college or university with major coursework in Business Administration, Public Administration, Communications, Public Relations, Marketing, or a related field. A Master's degree in a related field is highly desirable.

Licenses, Certificates; Special Requirements:

Ability to attain a valid Class C California driver's license, acceptable driving record, and proof of auto insurance in compliance with the City's Vehicle Insurance Policy standards.

Ability to work extended hours, including evenings, weekends, and holidays in order to attend meetings and functions and perform related work.

Occasional overnight travel for meetings and conferences.

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

PHYSICAL AND MENTAL DEMANDS

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

Physical Demands

While performing the duties of this job, the employee is frequently required to sit, talk, and hear; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms. The employee is occasionally required to stand, walk, stoop, kneel, and crouch.
The employee must frequently lift and/or move up to 10 pounds and occasionally lift or move up to 50 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

Mental Demands

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

WORK ENVIRONMENT

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

The employee frequently drives to program, event, and service sites and meeting locations, and is subject to traffic and variable weather conditions.

City of La Puente

AGENDA REPORT

To: Mayor and City Council For meeting of: November 19, 2020

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director

SUBJECT: CONSIDERATION OF APPROVAL OF: (1) CHANGE ORDER WITH LEONIDA BUILDERS, INC. FOR SEWER AND PARK IMPROVEMENTS AT LA PUENTE PARK IN THE AMOUNT OF $178,081.51; AND (2) A RESOLUTION AMENDING THE FISCAL YEAR 2020-21 CAPITAL IMPROVEMENT PROGRAM BUDGET

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 consisting of several items has been identified in the amount of $178,081.51.00 pertaining to the final work to close out the project. Provided below is a table listing the various items which comprise this change order.

Item No.	Description		Amount
1	Sewer pipe cleaning & CCTV to identify and remove obstruction in existing pipe.		2,861.50
2	Perform survey work around existing snack bar area to set property grade of concrete for ADA path of travel.		1,722.00
3	Cold mill and asphalt overlay for parking lot at Hacienda and Temple. Credit back of $18,400 for not doing slurry seal as per original plan.		76,475.11
4	Removal of curb and gutter at east of Little League field to re-set curb at lower grade.		1,179.46
5	Furnish and install ADA compliant grate cover near Hacienda restroom.		5,485.50
6	Furnish and install 26 traffic bollards per SCE requirements at transformer and switchgear cabinets near skatepark.		17,675.64
7	Demo, grading and concrete and soil removal for batting cages area. Work resulted in a reduction in concrete and a credit back in quantity.		29,992.90
8	Re-do electrical conduit lines coming up into main switchgear panels near skate park.		15,000.00
9	Installation of electrical conduits and recepticle boxes for 21 tree wells for decorative ligthing in the concourse area.		27,689.40
		TOTAL	**$ 178,081.51**

The change order consideration will allow for this completion of the project under the current contract with Leonida Builders, Inc.

FISCAL IMPACT

Funding for this change order is available from a combination of the Sewer Fund in the amount of $38,937.86 and the General Fund in the amount of $139,143.65. An additional budget appropriation resolution is necessary for this change order.

RECOMMENDATION

It is recommended that the City Council: (1) approve a change order in the amount of $178,081.51 with Leonida Builders, Inc.; and (2) adopt Resolution No. 20-5600 amending the adopted Capital Improvement Program Budget for Fiscal Year 2020/21 in the amount of $178,081.51.

ATTACHMENTS

Attachment “A”: Resolution No. 20-5600

RESOLUTION NO. 20-5600

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, AMENDING THE ADOPTED CAPITAL IMPROVEMENT PROGRAM BUDGET FOR FISCAL YEAR 2020/2021

WHEREAS, on June 23, 2020, the City Council approved and adopted the Fiscal Year ("FY") 2020-21 capital 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 Capital Budget for Fiscal Year 2020-2021 is hereby amended to include an additional $178,081.51 appropriation of funds for capital costs in the Sewer Fund for $38,937.86 and the General Fund for $139,143.65 for the Sewer and Park Improvements project (Project 5595).

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 19th day of November, 2020, by the following vote:

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

____
Charlie Klinakis, Mayor

ATTEST:

____
Sheryl Garcia, City Clerk