



CITY OF LA PUENTE

NOTICE REGARDING

PUBLIC PARTICIPATION IN MEETINGS

DUE TO COVID-19

Given the current Shelter in Place Order covering the State of California and social distancing guidelines issued by federal, state and local agencies, the City is implementing the following procedures for participation in City Council meetings, until further notice. Members of the City Council/Successor Agency may participate from a remote location via teleconference.

How to Listen Live to the Meeting

Live Audio/Video: Visit the City's website at http://lapuente.granicus.com/ViewPublisher.php?view_id=2. Click on "View Event" to view the live meeting.

Live By Phone: Please dial (408) 650-3123 and enter the following access code: 731-551-669. This is a "listen only" line. To submit a public comment, please see below.

How to Submit Public Comment

Please note that all comments are subject to the same rules as would otherwise apply to speakers at City Council meetings.

In Writing: eComments may be submitted via SpeakUp on the Agendas and Minutes page of the City's website at http://lapuente.granicus.com/ViewPublisher.php?view_id=2. Simply click on "eComment" for the current meeting. Please provide your eComment no later than 2 hours prior to the meeting start time.

In Person: Public comment may be provided in-person at City Hall, 15900 E. Main Street. Please note that speakers will not be allowed to remain inside Council Chambers/City Hall to observe the meeting. Social distancing will be strictly enforced and all speakers must wear a face covering and submit to a temperature check, in accordance with the City's adopted Re-Opening Protocols.

American Disability Act Accommodations

Pursuant to the Executive Order, and in compliance with the Americans with Disabilities Act, if you need special assistance to participate in the City Council meeting, please contact the City Clerk's Office (626) 855-1500 within 48 hours of the meeting to ensure that reasonable arrangements can be made to provide accessibility to the meeting.

**The City of La Puente thanks you in advance for taking all precautions
to prevent spreading the COVID-19 virus.**

NOTICE AND CALL OF MEETING



**SPECIAL CLOSED SESSION AND REGULAR MEETING OF
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
COUNCIL CHAMBERS
15900 EAST MAIN STREET, LA PUENTE
FEBRUARY 9, 2021
6:00 P.M. SPECIAL CLOSED SESSION
7:00 P.M. REGULAR SESSION**

6:00 P.M. SPECIAL CLOSED SESSION AGENDA

CALL TO ORDER

ROLL CALL

COUNCIL/AGENCY MEMBERS: Klinakis, Munoz, Argudo, Lewis and Quinones

ORAL COMMUNICATIONS

At this time, only item(s) on the Closed Session agenda may be discussed in Public Comments.

RECESS INTO CLOSED SESSION

CLOSED SESSION

1. THE CITY COUNCIL WILL RECESS TO CLOSED SESSION, CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) (Two potential cases)

RECONVENE TO OPEN SESSION

REPORT OUT OF CLOSED SESSION

ADJOURNMENT

AVAILABILITY

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

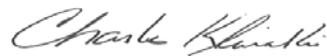
AMERICANS WITH DISABILITIES

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MEETING TIMES

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

Dated: February 4, 2021



Charles Klinakis, Mayor

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

AFFIDAVIT OF POSTING

I, Sheryl Garcia, City Clerk for the City of La Puente, hereby certify that a copy of the Notice and Call of a Special Meeting of the La Puente City Council, to be held on February 9, 2021, commencing at 6:00 p.m., was posted in accordance with all applicable laws and provided not less than twenty-four hours before the time of the meeting to the following:

Mayor/Chair Charlie Klinakis

Mayor Pro Tem/Vice Chair Valerie Munoz

Council/Board Member David E. Argudo

Council/Board Member Violeta Lewis

Council/Board Member Gabriel Quinones

San Gabriel Valley Tribune

I declare under penalty of perjury that the foregoing is true and correct. Dated this 4th day of February, 2021.



Sheryl Garcia, MMC, CPM
City Clerk

7:00 P.M. REGULAR SESSION

CALL TO ORDER

ROLL CALL

COUNCIL/AGENCY MEMBERS: Klinakis, Munoz, Argudo, Lewis and Quinones

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Presentation of Employee Service Award to Ricardo Carrillo

Presentation by Jesse Mund of Flock Safety regarding public safety cameras

ORAL COMMUNICATIONS

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

BOARDS/COMMISSION/COMMITTEE REPORTS

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

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

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS

A-1 READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETING OF JANUARY 26, 2021

Staff Recommendation: It is recommended that the City Council and Successor Agency waive the reading and approve the Minutes of the City Council and Successor Agency meeting of January 26, 2021.

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None

C. UNFINISHED BUSINESS OF THE CITY COUNCIL

C-1 CONSIDERATION OF: (1) AN ORDINANCE TO ADD A NEW CHAPTER 3.78 OF TITLE 3 OF THE CITY'S MUNICIPAL CODE AND AMENDING SECTION 6.70.050 RELATING TO USE OF THE CITY'S SKATE PARK AND SKATEBOARDING ACTIVITY IN THE CITY; AND (2) A RESOLUTION DESIGNATING THE IAN C. CALDERON SKATE PARK AS A PUBLIC SKATE PARK FACILITY

Staff Recommendation: It is recommended that the City Council: (1) waive the reading and introduce Ordinance No. 21-970; and (2) adopt Resolution No. 21-5608 designating the Ian C. Calderon Skate Park as a public skate park facility.

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

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

D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT REGISTER NO. 1502

Staff Recommendation: It is recommended that the City Council and Successor Agency adopt Resolution No. 21-5609 approving Warrant Register No. 1502.

D-2 CONSIDERATION OF A RESOLUTION AMENDING THE FISCAL YEAR 2020/21 OPERATING BUDGET TO INCREASE STAFFING IN THE CODE ENFORCEMENT DEPARTMENT AND INCREASING SERVICE LEVELS WITH THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

Staff Recommendation: It is recommended that the City Council: (1) adopt Resolution No. 21-5610 amending the adopted Operating Budget for Fiscal Year 2020/21 in the amount of \$410,000; and (2) adopt Resolution No. 21-5611 amending the adopted Operating Budget for Fiscal Year 2020/21 in the amount of \$66,000.

- D-3 UPDATE ON MEMORANDUM OF UNDERSTANDING BETWEEN THE SUCCESSOR AGENCY TO THE FORMER LA PUENTE COMMUNITY DEVELOPMENT COMMISSION AND JASMINE REAL ESTATE INVESTMENTS, LLC

Staff Recommendation: It is recommended that the Successor Agency receive and file this report.

- D-4 CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO DOUG MARTIN CONTRACTING COMPANY, INC. FOR THE CITYWIDE SLURRY SEAL FY 2020-21 IN THE AMOUNT OF \$760,247.10 PLUS ADDITIONAL SLURRY SEAL WORK IN THE AMOUNT \$310,000.00

Staff Recommendation It is recommended that the City Council: (1) award the contract to Doug Martin Contracting Company, Inc. in the amount of \$760,247.10; (2) approve the additional slurry seal work in the amount of \$310,000; and (3) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount plus the additional slurry seal work.

- D-5 CONSIDERATION OF A SPACE USE AGREEMENT BETWEEN THE CITY OF LA PUENTE AND THE COUNTY OF LOS ANGELES FOR THE USE OF THE LA PUENTE COMMUNITY CENTER FOR COVID-19 WALK-UP TESTING

Staff Recommendation: It is recommended that the City Council ratify the Space Use Agreement between the City of La Puente and the County of Los Angeles for the use of the La Puente Community Center for COVID-19 walk-up testing.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

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

Staff Recommendation: It is recommended that the City Council: (1) waive reading of Ordinance No. 21-971 and read by title only; and (2) introduce Ordinance No. 21-971, an Ordinance of the City of La Puente, California, Repealing Chapter 3.74 (Sex Offender Residence Restrictions) Of Title 3 (Public Safety And Morals) Of The La Puente Municipal Code In Its Entirety.

- E-2 PRESENTATION REGARDING A REVIEW OF COMMUNITY SERVICES DEPARTMENT EVENTS AND PROGRAMS MODIFIED TO MEET STATE AND COUNTY MANDATES IN RESPONSE TO THE COVID-19 PANDEMIC

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

- E-3 COMMUNITY SERVICES DEPARTMENT UPDATE, PROGRAM PROPOSALS, AND RECOMMENDATIONS

Staff Recommendation: It is recommended that the City Council approve and/or provide directions as appropriate for: (1) Spring ColLEGGtion Scavenger Hunt; (2) EGGstravaganza Drive Thru; and (3) Reopening the Playground at La Puente Park.

E-4 DISCUSSION AND DIRECTION REGARDING THE LA PUENTE PARK MASTER PLAN PHASE I COMPLETION ITEMS AND INTIAL ITEMS FOR PHASE II

Staff Recommendation: It is recommended that the City Council: (1) authorize staff to move forward with the remaining items for Phase I of the La Puente Park Master Plan; and (2) authorize staff to move forward with the initial steps of Phase II of the La Puente Park Master Plan.

ADHOC COMMITTEE REPORTS

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

<u>NAME</u>	<u>MEMBERS</u>
1. Code Enforcement	Klinakis/Lewis
2. La Puente Park Master Plan and Youth Program Oversight	Munoz/Lewis
3. Comprehensive Fee Schedule	Klinakis/Quinones
4. Park Ordinance Oversight	Klinakis/Argudo
5. Public Health	Klinakis/Lewis
6. Business Outreach and Reopening	Munoz/Quinones
7. Project LEAD	Lewis/Quinones
8. Combat Community Violence	Argudo/Quinones

ORAL COMMENTS FROM COUNCIL

ORAL COMMENTS FROM STAFF

ADJOURNMENT

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CERTIFICATION

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

Dated this 4th day of February, 2021.



Sheryl Garcia, MMC, CPM
City Clerk

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
REGULAR MEETING OF
JANUARY 26, 2021

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

A Regular Meeting of the City Council of the City of La Puente was held in the Council Chambers of City Hall, 15900 East Main Street, La Puente, California, on Tuesday, January 26, 2021, at 7:00 p.m.

CALL TO ORDER

Mayor Klinakis called the meeting to order at 7:01 p.m.

ROLL CALL

Members present: Klinakis, Munoz (via teleconference), Argudo, Quinones.

Members absent: Lewis.

Staff members present: City Manager Bob Lindsey (via teleconference), City Attorney Victor Ponto (via teleconference), City Clerk Garcia, Assistant City Attorney Marc Tran (via teleconference), Deputy City Attorney Stephanie Arechiga (via teleconference), Director of Administrative Services Troy Grunklee (via teleconference), Director of Development Services John Di Mario, Director of Community Services Roxanne Lerma, Code Enforcement Manager Jaime Guerrero, Animal Control Supervisor JD Buckwell, Principal Accountant Alex Merkel-Medina, Management Analyst Hector Hernandez (via teleconference) and Office Specialist Martha Aguirre.

PLEDGE OF ALLEGIANCE

Mayor Klinakis led the Pledge of Allegiance.

PRESENTATIONS – None

ORAL COMMUNICATIONS

Edith Gonzalez, on behalf of Supervisor Hilda Solis, provided an update regarding the commitment and work of the Supervisor's Office to combat community violence and create a safer community.

Reina Schmitz expressed her concern regarding gang-related violence in the community and encouraged local leaders to create sustainable solutions to combat violence.

Mayor Klinakis noted that he formed a Coalition of Mayors with the mayors of Baldwin Park, Covina, El Monte, Industry, South El Monte, Walnut, and West Covina to work together with the County to combat violence.

Tammy Ortuno thanked Mayor Klinakis for taking the initiative in creating a coalition with the mayors of surrounding cities and provided a document regarding gang-related violence in the community and requested that it be entered into the record.

Cecilia Zuniga provided a written comment expressing her concern regarding coyotes in the City and provided tips on what to do if a coyote is spotted.

Council Member Argudo suggested that the Animal Control division post signs in coyote hot spots, look into educating the Community regarding coyotes, and come back with additional information regarding coyote safety.

La Puente Mutual Aid Group provided a written comment expressing their concern regarding the City's funding for the Los Angeles County Sheriff's Department.

Council Member Argudo stated that the City Council is actively working on short-, mid-, and long-term solutions to combat violence in the community.

Council Member Quinones stated that the City Council is working together on finding long-term solutions to combat violence in the community.

Council Member Argudo thanked Edith Gonzalez for Supervisor Hilda Solis's message and urged Supervisor Solis to consider providing the City with Measure J funds to create additional social and community programs.

Mayor Pro Tem Munoz noted that the additional funding for the Sheriff's Department approved by the City Council at the January 12, 2021 meeting was approved as a short-term solution, funding additional deputies until the end of the fiscal year.

BOARDS/COMMISSION/COMMITTEE REPORTS

Council Member Quinones reported that he attended a meeting of the San Gabriel Valley Council of Government where discussion regarding the San Gabriel Valley Regional Housing Trust took place. He requested additional information from Staff regarding the Regional Housing Trust.

Mayor Klinakis reported that he attended a meeting of the City Selection Committee.

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS

A-1 READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETING OF JANUARY 12, 2021

A motion was made by Council Member Argudo, seconded by Mayor Pro Tem Munoz, to waive the reading and approve the Minutes of the City Council and Successor Agency meeting of January 12, 2021. The motion carried by the following roll call vote:

AYES: Klinakis, Munoz, Argudo, Quinones
NOES: None
ABSTAIN: None
ABSENT: Lewis

- B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None
- C. UNFINISHED BUSINESS OF THE CITY COUNCIL – None
- D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

Mayor Klinakis pulled item D-4 for further discussion.

Council Member Argudo pulled item D-5 for further discussion.

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

AYES: Klinakis, Munoz, Argudo, Quinones
NOES: None
ABSTAIN: None
ABSENT: Lewis

- D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT REGISTER NOS. 1501 AND 67

Action taken: The City Council and Successor Agency adopted Resolution No. 21-5605 approving Warrant Register No. 1501 and Resolution No. SA 21-101 approving Warrant Register No. 67.

- D-2 PRESENTATION OF OCTOBER, NOVEMBER, AND DECEMBER 2020 INVESTMENT REPORTS

Action taken: The City Council received and filed these reports.

- D-3 PRESENTATION OF OCTOBER, NOVEMBER, AND DECEMBER 2020 REQUISITION REPORTS

Action taken: The City Council received and filed these reports.

D-4 PRESENTATION OF DECEMBER 2020 BUDGET REPORT

Mayor Klinakis pulled this item for further discussion.

Principal Accountant Merkel-Medina provided a budget update on revenue and expenditures.

Mayor Klinakis thanked him for the presentation and noted that having monthly updates on the budget is a useful tool for the City Council as well as the community.

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

D-5 CONSIDERATION OF ACCEPTANCE OF NOTICE OF COMPLETION FOR SOFTBALL FIELDS FENCING AT LA PUENTE PARK

Council Member Argudo pulled this item for further discussion. He stated this item is a notice of completion for the completion of the softball fields fencing at the La Puente Park.

A motion was made by Council Member Argudo, seconded by Mayor Klinakis, to: (1) approve the change order in the amount of \$20,800; (2) accept the project as complete; and (3) authorize the City Clerk to execute the Notice of Completion. The motion carried by the following roll call vote:

AYES: Klinakis, Munoz, Argudo, Quinones
NOES: None
ABSTAIN: None
ABSENT: Lewis

D-6 CONSIDERATION OF ACCEPTANCE OF NOTICE OF COMPLETION FOR VALLEY BOULEVARD SANITARY SEWER IMPROVEMENT AND PAVEMENT RESURFACING PROJECT

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

D-7 AUTHORIZATION TO SOLICIT BIDS FOR SANITARY SEWER MAINTENANCE SERVICES IN THE CITY OF LA PUENTE

Action taken: The City Council: (1) approved the specifications for sanitary sewer maintenance services in the City of La Puente; and (2) authorized Staff to solicit bids.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 ANIMAL CONTROL PROGRAM UPDATE

Animal Control Supervisor Buckwell provided a presentation regarding updates on the City's animal control program.

Discussion ensued regarding the March 2021 dates of the Healthcare & Emergency Animal Rescue Team wellness clinics in La Puente.

Mayor Pro Tem Munoz thanked the animal control division for all their hard work and noted that she has received praise from residents regarding the program.

Council Member Argudo inquired regarding information on coyotes in the City and suggested that animal control look into putting up signs in coyote hotspots within the City.

Supervisor Buckwell noted that the City will work on signage, an alert system, and educational content regarding coyotes.

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

E-2 DISCUSSION AND DIRECTION REGARDING THE CITY'S MILITARY BANNER RECOGNITION PROGRAM

Director of Community Services Lerma provided a staff report regarding the City's current military banner recognition program and recommendations on improving the program. She further noted that Staff will continue researching other cities' military banner recognition programs and compare costs of the program.

Discussion ensued regarding the number of veterans that reside in the City of La Puente.

Mayor Pro Tem Munoz noted that she and former Council Member John Solis previously served on the Military Banner Recognition Program ad hoc committee and made the recommendations that Director Lerma recommended to improve the military banner recognition program.

Council Member Argudo inquired if the direction of Staff is to keep a supply of the "Home to a La Puente Veteran" yard sign year-round. Mayor Klinakis recommended that Staff keep a supply of the yard signs to distribute to veterans all year.

A motion was made by Mayor Pro Tem Munoz, seconded by Mayor Klinakis, to: (1) extend banners to all military service personnel including veterans; (2) direct staff to keep a supply of the "Home to a La Puente Veteran" yard sign on hand to distribute to veterans; and (3) allow for the option of a photo of the service member to be placed on the banner. The motion carried by the following roll call vote:

AYES: Klinakis, Munoz, Argudo, Quinones
NOES: None
ABSTAIN: None
ABSENT: Lewis

E-3 CONSIDERATION OF A RESOLUTION ADOPTING AMENDED ADMINISTRATIVE POLICY #16C, HARASSMENT, DISCRIMINATION, AND RETALIATION PREVENTION POLICY

Management Analyst Hernandez provided a staff report regarding the City's amended administrative policy regarding harassment, discrimination, and retaliation due to the passage of Senate Bill 1343 (SB 1343) which requires all employees, not just supervisors, to complete sexual harassment prevention training.

A motion was made by Mayor Klinakis, seconded by Council Member Argudo, to adopt Resolution No. 21-5606 adopting amended Administrative Policy #16C, Harassment, Discrimination, and Retaliation Prevention policy. The motion carried by the following roll call vote:

AYES: Klinakis, Munoz, Argudo, Quinones
NOES: None
ABSTAIN: None
ABSENT: Lewis

E-4 CONSIDERATION OF CODE ENFORCEMENT PROGRAM EXPANSION

Code Enforcement Manager Guerrero provided an update on the City's code enforcement program and recommended that the City Council expand the program to increase skate park, graffiti abatement, and parking enforcement coverage until the end of the fiscal year.

Discussion ensued regarding the duties and hours of the current code enforcement officers, the number of officers employed, and the purpose of the monetary increase.

Mayor Pro Tem Munoz requested that Staff work with Valley Vista Services to have cameras installed on the street sweepers to cite parked cars.

Manager Guerrero noted that he will reach out to Valley Vista Services and will bring back information to the City Council.

Discussion ensued regarding RV street parking in the City, the installation of cameras on VVS trucks, and ensuring that code enforcement employees are driving each street in the City to report violations.

A motion was made by Council Member Argudo, seconded by Mayor Pro Tem Munoz, to approve an increase to the Code Enforcement Part-Time Salaries Budget in the amount of \$66,000. The motion carried by the following roll call vote:

AYES: Klinakis, Munoz, Argudo, Quinones
NOES: None
ABSTAIN: None
ABSENT: Lewis

E-5 CONSIDERATION OF THE AMENDED AND RESTATED PROCLAMATION AND ORDER OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, PROCLAIMING EXISTENCE OF A LOCAL EMERGENCY

Deputy City Attorney Arechiga provided a staff report regarding the amended proclamation and order proclaiming existence of a local emergency to reflect the updated State and County guidelines in regard to COVID-19.

A motion was made by Council Member Argudo, seconded by Mayor Pro Tem Munoz, to approve the Amended and Restated Proclamation Proclaiming Existence of a Local Emergency. The motion carried by the following roll call vote:

AYES: Klinakis, Munoz, Argudo, Quinones
NOES: None
ABSTAIN: None
ABSENT: Lewis

E-6 CONSIDERATION OF AN URGENCY ORDINANCE TO ADD A NEW CHAPTER 3.78 OF TITLE 3 OF THE CITY'S MUNICIPAL CODE RELATING TO THE CITY'S SKATE PARK; CONSIDERATION OF AN ORDINANCE TO ADD A NEW CHAPTER 3.78 OF TITLE 3 OF THE CITY'S MUNICIPAL CODE RELATING TO THE CITY'S SKATE PARK

Director of Community Services Lerma provided background regarding the City's skate park.

Assistant City Attorney Tran gave a presentation regarding a draft urgency ordinance and a regular ordinance to allow for the implementation of regulations of the skate park.

Council Member Argudo stated that the ad hoc committee provided direction at a previous meeting regarding wording of a section within the ordinance.

Discussion ensued regarding the wording of a section within the ordinance.

A motion was made by Mayor Klinakis, seconded by Council Member Argudo, to introduce, waive the reading of, and adopt Urgency Ordinance No. 21-969 with an amendment that will read as follows: as to section 3.78.040 (h) the new language will read: "With exception to permitted skate activity at a skate park facility, no skate activity is permitted on the curbs, sidewalk, fences, railings, seating area, or walls in the City unless otherwise permitted in the Municipal Code." The motion carried by the following roll call vote:

AYES: Klinakis, Munoz, Argudo, Quinones
NOES: None
ABSTAIN: None
ABSENT: Lewis

A motion was made by Mayor Klinakis, seconded by Council Member Quinones, to introduce and waive the first reading of Ordinance No. 21-970 with an amendment that will read as follows: as to section 3.78.040 (h) the new language will read “With exception to permitted skate activity at a skate park facility, no skate activity is permitted on the curbs, sidewalk, fences, railings, seating area, or walls in the City unless otherwise permitted in the Municipal Code.” The motion carried by the following roll call vote:

AYES: Klinakis, Munoz, Argudo, Quinones
NOES: None
ABSTAIN: None
ABSENT: Lewis

RECESS INTO CLOSED SESSION

The City Council recessed into closed session at 9:27 p.m. to discuss items as posted on the agenda.

1. THE CITY COUNCIL WILL RECESS TO CLOSED SESSION, CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION - Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) (One potential case)

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 10:18 p.m.

REPORT OUT OF CLOSED SESSION

City Attorney Ponto reported that as to Item 1, direction was given to the City Attorney’s office and there was nothing further to report.

AD HOC COMMITTEE REPORTS

Mayor Klinakis established the following ad hoc committees:

Council Member Lewis and Council Member Quinones would serve on the LEAD Project ad hoc committee.

Council Member Argudo and Council Member Quinones would serve on the Combat Community Violence ad hoc committee.

Mayor Klinakis requested that the ad hoc committee to Combat Community Violence work with the La Puente Coalition for Change and other groups and bring back updates at the next City Council meeting.

Council Member Argudo stated that he is looking forward to working on the Combat Community Violence ad hoc committee.

ORAL COMMENTS FROM COUNCIL

Mayor Klinakis noted that February 13, 2021 is a tentative date for the Skate Park opening dedication ceremony. Director of Community Services Lerma reported that former Assembly Member Ian C. Calderon is available for the ceremony on February 13, 2021. Mayor Klinakis requested that Director Lerma work with the City Council for their availability on that date.

Council Member Quinones thanked Supervisor Hilda Solis for recognizing and speaking on the violence within the community and noted that he is looking forward to working with Council Member Argudo on the Combat Community Violence ad hoc committee.

Mayor Pro Tem Munoz requested that Staff research other cities' laws on RV street parking.

Mayor Klinakis announced there is a vacancy on the City's planning commission.

ORAL COMMENTS FROM STAFF

City Manager Lindsey thanked Staff for all their hard work and thanked the City Council for their direction.

There being no further business before the City Council, Mayor Klinakis adjourned the meeting at 10:28 p.m.

Approved this 9th day of February, 2021.

Sheryl Garcia
City Clerk

Charlie Klinakis
Mayor/Chair



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: February 9, 2021

From: Victor Ponto, Interim City Attorney

By: Marc Tran, Interim Assistant City Attorney

SUBJECT: CONSIDERATION OF: (1) AN ORDINANCE TO ADD A NEW CHAPTER 3.78 OF TITLE 3 OF THE CITY'S MUNICIPAL CODE AND AMENDING SECTION 6.70.050 RELATING TO USE OF THE CITY'S SKATE PARK AND SKATEBOARDING ACTIVITY IN THE CITY; AND (2) A RESOLUTION DESIGNATING THE IAN C. CALDERON SKATE PARK AS A PUBLIC SKATE PARK FACILITY

BACKGROUND

In April 1996, the City adopted regulations to restrict and regulate the use of skateboards and roller skates in the City through Ordinance No. 732 pursuant to the authority conferred to the City by Vehicle Code section 21968.

More recently, the City completed construction of a skate park located at 15146 Temple Avenue ("Skate Park") and intends on dedicating and opening the Skate Park for public use on or about February 19, 2021.

At the January 26, 2021 City Council meeting, the City Council adopted an urgency ordinance to immediately regulate use of the Skate Park in light of the public's increased demand for outdoor recreational spaces in the City and the City's desire to limit its liability associated with the public's use of the Skate Park ("Urgency Ordinance No. 21-969").

Also at the January 26, 2021 City Council meeting, the City Council provided direction to further refine the regulations.

The attached revised ordinance ("Ordinance No. 21-970) harmonizes Ordinance No. 732 and incorporates comments from the City Council and the attached resolution ("Resolution No. 21-5068") provides the City Council with a vehicle to designate the Skate Park as a location where skate activity is permitted in the City.

DISCUSSION

Vehicle Code section 21968 provides that "a local authority may adopt rules and regulations by ordinance or resolution prohibiting or restricting persons from riding or propelling skateboards, or electrically motorized boards, on highways, sidewalks, or roadways." (Vehic. Code, § 21967.)

The City previously adopted regulations through Ordinance No. 732 to: (1) require that skate boarders and roller skaters to yield the right of way to pedestrians; (2) require that skate boarders and roller skaters to obey traffic and pedestrian signals; (3) prohibit skate activity in any business district and/or pedestrian mall; and (4) prohibit skate activity on building access ramps for people with disabilities and in/on public facilities. (See generally, Ordinance No. 732.)

The City Attorney's Office has not received instruction to repeal the provisions of Ordinance No. 732, and instead endeavors to carve out a small exception to the general prohibition on skate activity to allow skate activity at the Skate Park.

State law provides that public entities and public employees are not liable for injuries and property damage incurred by persons who voluntarily place themselves at risk by participating in a hazardous recreational activity that the person, including persons who assist the participant or spectators, who knew or reasonably should have known the activity created a substantial risk of injury. (Gov. Code, § 831.7.)

Skate boarding and use of other wheeled recreational devices carries such a risk and is deemed a hazardous recreational activity within the meaning of Government Code section 831.7 if: (1) the person riding the skate board or other wheeled recreational device is 12 years of age or older; (2) the riding of the skate board or other wheeled recreational device that caused the injury was stunt, trick, or luge riding; and (3) if the skate board park or other wheeled recreational device is on public property where the local public agency adopts an ordinance and posts signs requiring a person riding a skate board or other wheeled recreational device at the facility to wear a helmet, elbow pads, and knee pads and notifying users that failure to do so will subject users to citation. (Health & Saf. Code, § 115800.)

By establishing regulations governing safe use of a facility and posting on signage at the facility, the City can alert participants, parents and guardians, and spectators of the risks involved and offer guidelines to help prevent injury.

At the January 26, 2021 City Council meeting, the City adopted Urgency Ordinance No. 21-969 and provided direction to the City Attorney's Office to further revise permanent regulations.

For this February 9, 2021 meeting, the City Attorney's Office has drafted: (1) a regular ordinance to regulate skate activity at the Skate Park ("Ordinance No. 21-970") (2) a resolution to designate the Skate Park as a public skate park facility for the City Council's consideration.

As to the former, the contents are similar to Urgency Ordinance No. 21-969. Ordinance No. 21-970 would limit skate park use to skate boarders and "other wheeled recreational devices," which includes nonmotorized bicycles, scooters, inline skates, roller skates, and wheelchairs being used for recreational purposes. (See Health & Saf. Code, § 115800, subd. (d).) It would require parents or guardians to accompany users under age 12 and require all users to wear safety gear, including helmets. It would prohibit use of user-supplied obstacles, ramps and jumps, and any other reckless and unsafe behavior. It would declare that Skate Park users use the facility at their own risk, no onsite supervision is provided, and the City is not responsible for injuries and damage. The primary difference between Urgency Ordinance No. 21-969 and Ordinance No. 21-970 is that Ordinance No.

21-970 would make a minor revision to Ordinance No. 732's general restriction on skate activity in the City to harmonize it with Urgency Ordinance No. 21-969 and Ordinance No. 21-970 to permit skate activity in the Skate Park.

In order to strike a balance between providing access to the Skate Park and protecting itself from liability and establish permanent regulations to address skate activity at the Skate Park, the City should consider adopting Ordinance No. 21-970. If adopted, Ordinance No. 21-970 would establish permanent regulations that ensure safe use of the skate park and insulate the City from liability for future injuries sustained by skate park users.

As to the latter, Urgency Ordinance No. 21-969 and Ordinance No. 21-970 require that the City Council adopt a resolution to designate the Skate Park as a public skate park facility. This requirement ensures that the skate park regulations will apply to the Skate Park, and further ensures that de facto or unofficial skate parks will not be recognized as areas where skate activity is permitted.

FISCAL IMPACT

Staff anticipates minimal expenditures related to enforcement of the regulations and cost savings related to avoidance of liability related to potential lawsuits.

RECOMMENDATION

It is recommended that the City Council: (1) waive the reading and introduce Ordinance No. 21-970; and (2) adopt Resolution No. 21-5608 designating the Ian C. Calderon Skate Park as a public skate park facility.

ATTACHMENTS

Attachment "A":	Staff Report and Powerpoint for January 26, 2021 City Council Meeting
Attachment "B":	Urgency Ordinance No. 21-969
Attachment "C":	Ordinance No. 21-970
Attachment "D":	Resolution No. 21-5068



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: January 26, 2021

From: Bob Lindsey, City Manager

By: Victor Ponto, Interim City Attorney
Marc Tran, Interim Assistant City Attorney

SUBJECT: CONSIDERATION OF AN URGENCY ORDINANCE TO ADD A NEW CHAPTER 3.78 OF TITLE 3 OF THE CITY'S MUNICIPAL CODE RELATING TO THE CITY'S SKATE PARK; CONSIDERATION OF AN ORDINANCE TO ADD A NEW CHAPTER 3.78 OF TITLE 3 OF THE CITY'S MUNICIPAL CODE RELATING TO THE CITY'S SKATE PARK

BACKGROUND

The City recently completed construction of a skate park located at 501 Glendora Avenue ("Skate Park"). Prior to opening and dedicating the Skate Park, however, the City must consider and adopt regulations to ensure the safety of the public and also protect the City from potential litigation that may arise from use of the Skate Park.

DISCUSSION

State law provides that public entities and public employees are not liable for injuries and property damage incurred by persons who voluntarily place themselves at risk by participating in a hazardous recreational activity that the person, including persons who assist the participant or spectators, who knew or reasonably should have known the activity created a substantial risk of injury. (Gov. Code, § 831.7.)

Skate boarding and use of other wheeled recreational devices carries such a risk and is deemed a hazardous recreational activity within the meaning of Government Code section 831.7 if: (1) the person riding the skate board or other wheeled recreational device is 12 years of age or older; (2) the riding of the skate board or other wheeled recreational device that caused the injury was stunt, trick, or luge riding; and (3) if the skate board park or other wheeled recreational device is on public property where the local public agency adopts an ordinance and posts signs requiring a person riding a skate board or other wheeled recreational device at the facility to wear a helmet, elbow pads, and knee pads and notifying users that failure to do so will subject users to citation. (Health & Saf. Code, § 115800.)

By establishing regulations governing safe use of a facility and posting on signage at the facility, the City can alert participants, parents and guardians, and spectators of the risks involved and offer guidelines to help prevent injury.

The City Attorney's Office has drafted both an urgency ordinance ("Urgency Ordinance No. 21-969") and a regular ordinance ("Ordinance No. 21-970")(collectively, "Skate Park Ordinances") for the City Council's consideration. While the two ordinances contain similar contents, adoption of Urgency Ordinance No. 21-969 would allow for the immediate implementation of the regulations to preserve public peace, health, and safety while the City Council considers a more permanent set of regulations through Ordinance No. 21-970. (See Gov. Code, §§ 8634, 36934, and 36937.)

Urgency Ordinance No. 21-969 is justified in light of the increased demand for outdoor recreational spaces, the urgency of such demand, and the exposure to liability if there are no regulation governing the use of the Skate Park.

The Skate Park Ordinances would limit skate park use to skate boarders and "other wheeled recreational devices," which includes nonmotorized bicycles, scooters, inline skates, roller skates, and wheelchairs being used for recreational purposes. (See Health & Saf. Code, § 115800, subd. (d).) It would require parents or guardians to accompany users under age 12 and require all users to wear safety gear, including helmets. It would prohibit use of user-supplied obstacles, ramps and jumps, and any other reckless and unsafe behavior. It would declare that Skate Park users use the facility at their own risk, no onsite supervision is provided, and the City is not responsible for injuries and damage.

In order to strike a balance between providing access to the Skate Park and protecting itself from liability, the City should consider adopting the Skate Park Ordinances. If adopted, the Skate Park Ordinances would establish regulations that ensure safe use of the skate park and insulate the City from liability for future injuries sustained by skate park users.

FISCAL IMPACT

Staff anticipates minimal expenditures related to enforcement of the regulations and cost savings related to avoidance of liability related to potential lawsuits.

RECOMMENDATION

It is recommended that the City Council: (1) introduce, waive the reading of, and adopt Urgency Ordinance No. 21-969; and (2) introduce and waive the first reading of Ordinance No. 21-970.

ATTACHMENTS

Attachment "A": Urgency Ordinance No. 21-969
Attachment "B": Ordinance No. 21-970



City of La Puente
City Council Meeting
January 26, 2021

Skate Park Ordinances



LA PUENTE SKATE PARK

- 10,000 square foot space
- Shaded spectator area
- Lighting and drinking fountain

▀ Purpose of Proposed Regulations:

- Provide regulations to govern use of the skate park.
- Insulate the City from liability associated with potential injury.

What's allowed:

- Skate boards and “other wheeled recreational devices” are allowed.
 - “Other wheeled recreational devices” includes “nonmotorized bicycles, scooters, inline skates, roller skates, or wheelchairs being used for recreational purposes.” (Proposed Ordinance, § 3.78.020.)



What's not allowed:

- Skate boards and “other wheeled recreational devices” are allowed.
 - “Other wheeled recreational devices” includes “nonmotorized bicycles, scooters, inline skates, roller skates, or wheelchairs being used for recreational purposes.” (Proposed Ordinance, § 3.78.020.)
- It does NOT include one wheels or hoverboards.



What's not allowed:

- No skating without proper protective gear (helmet, elbow pads, and kneepads).
- No competitions without prior written approval from the City.
- No littering.
- No alcohol or drugs.
- No graffiti or tagging.
- No animals.



Signage and Posting

- Signage is required. Although the Municipal Code will provide park attendees with notice of the regulations, signage must also be posted on site.
- Signage must include a citation to the Municipal Code and may include information regarding the penalties.





LA PUENTE SKATE PARK (Dedicated 02/13/2021) REGULATIONS

Skating activity shall be limited to the hours of 10AM to 7PM.

No skating activity without safety equipment (helmet, elbow pads, and knee pads).

No use of items other than skate boards or other wheeled recreational devices.

No reckless use of skate boards or other wheeled recreational devices.

No use of obstacles not permanently affixed to the Skate Park by the City.

No skate activity on curbs, sidewalk areas, fences, railings, seating areas, walls, or areas surrounding the Skate Park.

Only City-approved organized activities, events, or competitions may occur at the Skate Park.

No skating if hazardous conditions exist.

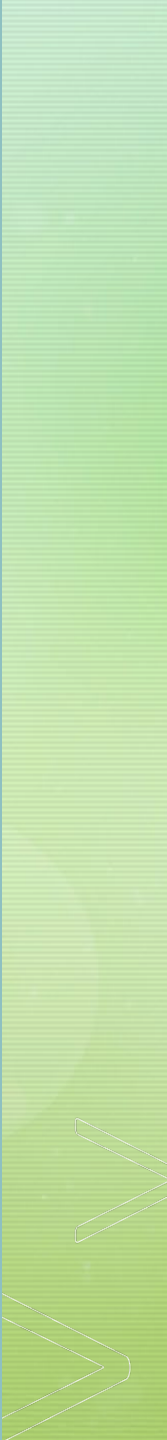
No littering.

No possession or use of alcohol, drugs, or glass containers.

No graffiti or tagging in or around the Skate Park.

No animals.

Violations of Skate Park regulations or other rules may be punishable as a misdemeanor or infraction.
(LPMC, §§ 3.78.010 et seq.)



Urgency Ordinance vs. Regular Ordinance

- The adoption of an urgency ordinance allows the City Council to immediately take regulatory action.
- Requires a four-fifths (4/5) vote of the City Council.
- Upon adoption, the regulations become effective immediately.
- The City Council may adopt an ordinance after first introducing it at a prior meeting.
- Requires a simple majority vote of City Council.
- Upon adoption at the second meeting, the regulations become effective in thirty (30) days.

Recommended Action

- The City Attorney's Office recommends that the City Council:
 - Introduce, waive the reading of, and adopt Urgency Ordinance No. 21-969.
 - Introduce and waive the first reading of Ordinance No. 21-970.

URGENCY ORDINANCE NO. 21-969

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF
THE CITY OF LA PUENTE, CALIFORNIA, ADDING
CHAPTER 3.78 OF TITLE 3 OF THE CITY'S MUNICIPAL
CODE RELATING TO THE CITY'S SKATE PARK**

WHEREAS, beginning on March 4, 2020 and continuing thereafter, Governor Gavin Newsom and various state and local departments have declared state and local health emergencies related to the Coronavirus Disease 2019 (“COVID-19”); and

WHEREAS, Government Code Section 8630 et seq. authorize the City of La Puente (“City”) to declare a local emergency, which the City Council did on March 17, 2020; and

WHEREAS, COVID-19 regulations have caused the closure of gyms, fitness centers, and recreational centers, thereby increasing a corollary demand for access to outdoor recreational centers where users may be outdoors and participate in fitness and recreational activities while being socially distanced from other users; and

WHEREAS, the City intends to open and dedicate a skate park (“Skate Park”) for the purpose of skate boarding and other forms of recreation using non-motorized, wheeled devices; and

WHEREAS, skate boarding and other forms of recreation using nonmotorized, wheeled devices are inherently hazardous recreational activities; and

WHEREAS, the City desires to immediately adopt and publish regulations and guidelines for the use of the Skate Park to apprise the public of risks associated with use of the Skate Park; and

WHEREAS, the City desires to immediately adopt and publish regulations and guidelines for the use of the Skate Park to limit its liability associated to the public’s use of the Skate Park; and

WHEREAS, in light of the increased demand for outdoor recreational spaces in the City and the urgency of such demand, the City desires to make the Skate Park available for use by the public in a safe manner forthwith; and

WHEREAS, the City Council finds that immediate action is necessary to protect the public health and safety from health hazards associated with lack of access to outdoor recreation spaces and misuse of spaces not designed or designated for hazardous recreational activities; and

WHEREAS, Government Code Sections 8634, 36934, and 36937 authorize the City Council to take action by ordinance to take effect immediately for the preservation of the public peace, health, and safety when adopted by a four-fifths vote of the City Council.

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

Section 1. Findings.

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

Section 2. La Puente Municipal Code Amendment.

A new Chapter 3.78 of Title 3 of the La Puente Municipal Code is hereby amended to read in its entirety as follows:

Chapter 3.78 Skate Park

3.78.010 Purpose.

The purpose of this chapter is to provide regulations governing the conduct of the City's public skate park facility users and to insulate the City from liability associated with potential injury arising from public skate park facility users' participation in an inherently hazardous recreational activity.

3.78.020 Definitions.

For the purpose of carrying out the purpose of this chapter, words, phrases, and terms used herein shall have their ordinary meaning, unless otherwise indicated as follows:

"Department" means the City of La Puente's Department of Community Services.

"Director" means the Director of Community Services, or his/her designee.

"Other wheeled recreational device" means nonmotorized bicycles, scooters, inline skates, roller skates, or wheelchairs being used for recreational purposes.

"Public skate park facility" means any public facility or structure that is designed for, owned, operated, and maintained by the City of La Puente, in use of skate boards and other wheeled recreational devices are permitted pursuant to the provisions of this chapter, and which has been designated as a "public skate park facility" by resolution of the City Council.

"Skate board" means any platform of any composition or size to which two or more wheels are attached and which is intended to be ridden or propelled by one person standing or kneeling upon such platform and containing no steering apparatus.

"Skate activity" means the use of a skate board or other wheeled recreational device.

"Skater" means any person engaged in a skate activity.

3.78.030 Protective Gear Required.

All skaters must wear a safety helmet, elbow pads, and kneepads while engaging in any skate activity in a public skate park facility. All such protective gear must be functional and protective, properly sized, and designed for their intended use at said facility.

3.78.040 Prohibited Conduct.

It shall be unlawful for any person do engage in the following activities at a public skate park facility:

- (a) No person shall be allowed to perform any skate activity at times other than those established by the director or his/her designee.
- (b) No person shall use a public skate park facility for uses other than skate activity.
- (c) No person shall use or enter a public skate park facility unless they wear proper safety equipment, including a helmet, elbow pads, and kneepads. All such safety equipment must be functional and protective, properly sized, and designed for its intended use at the public skate park facility.
- (d) No person shall ride or use any items other than skate boards or other wheeled recreational device.
- (e) No person, other than a skater, is permitted within the skating surface of any public skate park facility, except that spectators may sit or stand in areas designated for that purpose.
- (f) No person shall ride or use any skate board or other wheeled recreational device in a reckless manner or with willful disregard for the safety of persons or property, or cause anyone with such items to be ridden or used in such a reckless manner.
- (g) No person shall place, affix or utilize any obstacles or other materials within a public skate park facility that are not affixed thereto by the department for recreational purposes.
- (h) With exception to permitted skate activity at a public skate park facility, no skate activity is permitted on the curbs, sidewalks, fences, railings, seating areas, or walls within the City, unless otherwise permitted in the Municipal Code.
- (i) No person shall conduct organized activities, events, or competitions on any public skate park facility without the prior written approval from the Director or his/her designee.
- (j) A public skate park facility shall not be used if a hazardous condition exists, including but not limited to, inclement weather conditions and significant cracks, breaks, or other irregularities in the skating surface of a public skate park facility.
- (k) No person shall litter in a public skate park facility. All persons using a public skate park facility must place any trash, cans, bottles, papers, or waste of any kind they create or bring to a public skate park facility in refuse containers provided by the City. If no refuse container is provided

by the City, each person shall be responsible for removing and disposing of such items in an appropriate manner.

- (l) No person shall possess or use alcohol or drugs in the public skate park facility.
- (m) No person shall use a public skate park facility while under the influence of alcohol or drugs that would impair the person's judgment or motor skills.
- (n) No person shall allow or cause glass containers of any kind to be brought into any public skate park facility.
- (o) No person shall allow or cause graffiti or tagging in or around any part of the public skate park facility.
- (p) No person shall allow or cause any animal of any kind to be brought into a public skate park facility.

3.78.050 Signage and Posting Requirements.

In order to provide reasonable notice to the public, the Director or his/her designee shall place and post signs in one or more conspicuous and visible area(s) of the public skate park facility, designating the facility, structure or area as a public skate park, specifying the rules and regulations established pursuant to this chapter, and the activities described as prohibited in this chapter.

3.78.060 Other Rules and Regulations.

The City reserves the right to eject anyone from the public skate park facility at any time for any reason. The Director may set forth any other rules and regulations for the use of a public skate park facility which he/she deems appropriate, provided that signs describing such rules and regulations are placed and posted pursuant to this chapter.

3.78.070 Violations and Penalties.

- (a) Any violation of this chapter may be punishable as either a misdemeanor or an infraction.
- (b) Repeat violators (i.e., having three or more violations) may be suspended or prohibited from using the facility.
- (c) Repeat violations of this chapter may also constitute a public nuisance and may be abated by the City through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisances.

Section 3. CEQA Findings.

The City Council finds that the Urgency Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines, as it is not a "project" and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (Cal. Code Regs., tit.14, § 15378, subd. (a).) Further, this Urgency Ordinance is exempt from CEQA as there is no possibility that it or its implementation would

have a significant negative effect on the environment. (Cal. Code Regs., tit.14, § 15061, subd. (b)(3).)

Section 4. Clerical Errors.

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

Section 5. Severability.

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

Section 6. Effective Date.

This Urgency Ordinance is enacted pursuant to the authority conferred upon the City Council by Government Code Sections 36934 and 36937 and shall be in full force and effect upon its adoption by a four-fifths (4/5) vote of the City Council. The City Clerk shall cause this Urgency Ordinance to be published once in a newspaper of general circulation within fifteen (15) days after its adoption. This Urgency Ordinance shall become effective immediately and shall terminate ninety (90) days after the effective date or upon the City's adoption of a regular ordinance regulating the same, whichever occurs first.

Section 7. Grace Period.

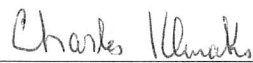
Any person violating Section 3.78.070 pertaining to Violations and Penalties of this Urgency Ordinance shall receive warnings during the first seven (7) days after this Urgency Ordinance's effective date.

Section 8. Publication.

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

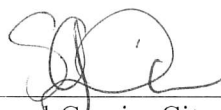
PASSED, APPROVED AND ADOPTED this 26th day of January, 2021, by the following vote:

AYES:	COUNCILMEMBERS: Klinakis, Munoz, Argudo, Quinones
NOES:	COUNCILMEMBERS: None
ABSENT:	COUNCILMEMBERS: Lewis
ABSTAIN:	COUNCILMEMBERS: None



Charlie Klinakis, Mayor

ATTEST:



Sheryl Garcia, City Clerk

ORDINANCE NO. 21-970

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, ADDING CHAPTER 3.78 OF TITLE 3 OF THE CITY'S MUNICIPAL CODE PARK AND AMENDING SECTION 6.70.050 OF CHAPTER 6.70 OF TITLE 6 OF THE CITY'S MUNICIPAL CODE RELATING TO SKATE BOARDING IN THE CITY

WHEREAS, in April 1996, the City of La Puente ("City") adopted regulations to restrict the use of skate boards and roller skates in the City through Ordinance No. 732; and

WHEREAS, the City anticipates opening and dedicating a skate park ("Skate Park") for the purpose of skate boarding and other forms of recreation using non-motorized, wheeled devices; and

WHEREAS, skate boarding and other forms of recreation using non-motorized, wheeled devices are inherently hazardous recreational activities; and

WHEREAS, as the January 26, 2021 regular City Council meeting, the City Council adopted Urgency Ordinance No. 21-969 to immediately regulate the use of Skate Parks in the City; and

WHEREAS, the City desires to adopt and publish permanent regulations and guidelines for the use of the Skate Park to apprise the public of risks associated with use of the Skate Park; and

WHEREAS, the City desires to adopt and publish permanent regulations and guidelines for the use of the Skate Park to limit its liability associated to the public's use of the Skate Park.

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

Section 1. Findings.

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

Section 2. La Puente Municipal Code Chapter 3.78 Amendment.

A new Chapter 3.78 of Title 3 of the La Puente Municipal Code is hereby amended to read in its entirety as follows:

Chapter 3.78 Skate Park

3.78.010 Purpose.

The purpose of this chapter is to provide regulations governing the conduct of the City's public skate park facility users and to insulate the City from liability associated with potential injury arising from skate park users' participation in an inherently hazardous recreational activity.

3.78.020 Definitions.

For the purpose of carrying out the purpose of this chapter, words, phrases, and terms used herein shall have their ordinary meaning, unless otherwise indicated as follows:

"Department" means the City of La Puente's Department of Community Services.

"Director" means the Director of Community Services, or his/her designee.

"Other wheeled recreational device" means nonmotorized bicycles, scooters, inline skates, roller skates, or wheelchairs being used for recreational purposes.

"Public skate park facility" means any public facility or structure that is designed for, owned, operated, and maintained by the City of La Puente, in use of skate boards and other wheeled recreational devices are permitted pursuant to the provisions of this chapter, and which has been designated as a "public skate park facility" by resolution of the City Council.

"Skate board" means any platform of any composition or size to which two or more wheels are attached and which is intended to be ridden or propelled by one person standing or kneeling upon such platform and containing no steering apparatus.

"Skate activity" means the use of a skate board or other wheeled recreational device.

"Skater" means any person engaged in a skate activity.

3.78.030 Protective Gear Required.

All skaters must wear a safety helmet, elbow pads, and kneepads while engaging in any skate activity in a public skate park facility. All such protective gear must be functional and protective, properly sized, and designed for their intended use at said facility.

3.78.040 Prohibited Conduct.

It shall be unlawful for any person do engage in the following activities at a public skate park facility:

- (a) No person shall be allowed to perform any skate activity at times other than those established by the director or his/her designee.
- (b) No person shall use a public skate park facility for uses other than skate activity.
- (c) No person shall use or enter the fenced area of a public skate park facility unless they wear proper safety equipment, including a helmet, elbow pads,

and kneepads. All such safety equipment must be functional and protective, properly sized, and designed for its intended use at the public skate park facility.

- (d) No person shall ride or use any items other than skate boards or other wheeled recreational device.
- (e) No person, other than a skater, is permitted within the skating surface of any public skate park facility, except that spectators may sit or stand in areas designated for that purpose.
- (f) No person shall ride or use any skate board or other wheeled recreational device in a reckless manner or with willful disregard for the safety of persons or property, or cause anyone with such items to be ridden or used in such a reckless manner.
- (g) No person shall place, affix or utilize any obstacles or other materials within a public skate park facility that are not affixed thereto by the department for recreational purposes.
- (h) No skate activity is permitted on the curbs, sidewalk, fences, railings, seating area, or walls of any City-owned structure.
- (i) No person shall conduct organized activities, events, or competitions on any public skate park facility without the prior written approval from the Director or his/her designee.
- (j) A public skate park facility shall not be used if a hazardous condition exists, including but not limited to, inclement weather conditions and significant cracks, breaks or other irregularities in the skating surface of a public skate park facility.
- (k) No person shall litter in a public skate park facility. All persons using a public skate park facility must place any trash, cans, bottles, papers, or waste of any kind they create or bring to a public skate park facility in refuse containers provided by the City. If no refuse container is provided by the City, each person shall be responsible for removing and disposing of such items in an appropriate manner.
- (l) No person shall possess or use alcohol or drugs in the public skate park facility.
- (m) No person shall use a public skate park facility while under the influence of alcohol or drugs that would impair the person's judgment or motor skills.
- (n) No person shall allow or cause glass containers of any kind to be brought into any public skate park facility.
- (o) No person shall allow or cause graffiti or tagging in or around any part of the public skate park facility.
- (p) No person shall allow or cause any animal of any kind to be brought into a public skate park facility.

3.78.050 Signage and Posting Requirements.

In order to provide reasonable notice to the public, the Director or his/her designee shall place and post signs in one or more conspicuous and visible area(s) of the public skate park facility, designating the facility, structure or area as a public skate park, specifying the rules and regulations established pursuant to this chapter, and the activities described as prohibited in this chapter.

3.78.060 Other Rules and Regulations.

The City reserves the right to eject anyone from the public skate park facility at any time for any reason. The Director may set forth any other rules and regulations for the use of a public skate park facility which he/she deems appropriate, provided that signs describing such rules and regulations are placed and posted pursuant to this chapter.

3.78.070 Violations and Penalties.

- (a) Any violation of this chapter may be punishable as either a misdemeanor or an infraction.
- (b) Repeat violators (i.e., having three or more violations) may be suspended or prohibited from using the facility.
- (c) Repeat violations of this chapter may also constitute a public nuisance and may be abated by the City through civil process by means of restraining order, preliminary or permanent injunction or in any other manner provided by law for the abatement of such nuisances.

Section 3. La Puente Municipal Code Chapter 6.70 Amendment.

Section 6.70.050 Chapter 6.70 of Title 6 of the La Puente Municipal Code is hereby amended to read in its entirety as follows:

6.70.050 Skateboard and roller skates prohibited in or on public facilities.

Except as otherwise expressly permitted, it is unlawful to ride or propel a skateboard or roller skates in or on any public facility in the city.

Section 4. CEQA Findings.

The City Council finds that the Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines, as it is not a “project” and has no potential to result in a direct or reasonably foreseeable indirect physical change to the environment. (Cal. Code Regs., tit.14, § 15378, subd. (a).) Further, this Urgency Ordinance is exempt from CEQA as there is no possibility that it or its implementation would have a significant negative effect on the environment. (Cal. Code Regs., tit.14, § 15061, subd. (b)(3).)

Section 5. Clerical Errors.

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

references.

Section 6. Severability.

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

Section 7. Effective Date.

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

Section 7. Publication.

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

PASSED, APPROVED AND ADOPTED this ____ day of ____, 2021, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk

RESOLUTION NO. 21-5608

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE, CALIFORNIA DESIGNATING THE IAN
C. CALDERON SKATE PARK LOCATED AT 15146
TEMPLE AVENUE AS A PUBLIC SKATE PARK
FACILITY**

WHEREAS, in April 1996, the City of La Puente (“City”) adopted Ordinance No. 732 to restrict and regulate the use of skateboards and roller skates in the City pursuant to the authority conferred to the City by California Vehicle Code section 21968; and

WHEREAS, Ordinance No. 732, among other things, requires that skate boarders and roller skaters yield the right of way to pedestrians, requires that skate boarders and roller skater to obey traffic and pedestrian signals, and prohibits skate activity in any business district and/or pedestrian mall, and prohibits skate activity on building access ramps for people with disabilities and in/or public facilities; and

WHEREAS, skate boarding and other forms of recreation using non-motorized, wheeled devices are inherently hazardous recreational activities; and

WHEREAS, at the January 26, 2021 regular City Council meeting, the City Council adopted Urgency Ordinance No. 21-969 to regulate the use of public skate park facilities in the City; and

WHEREAS, the City desires to open and dedicate a skate park for the purpose of skate boarding and other forms of recreation using non-motorized, wheeled devices; and

WHEREAS, the City desires to designate the Ian C. Calderon Skate Park located at 15146 Temple Avenue as a public skate park facility.

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

Section 1. Findings.

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

Section 2. Designation of the City’s Skate Park at 15146 Temple Avenue.

The City Council hereby designates the Ian C. Calderon Skate Park located at 15146 Temple Avenue as a public skate park facility. The location and boundaries of the Ian C. Calderon Skate Park is depicted in greater detail in Exhibit A attached hereto. Use of the Ian C. Calderon Skate Park shall be subject to all federal, state, and local regulations, including, but not limited to, the California Vehicle Code and the City’s Municipal Code.

Section 3. Severability.

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

Section 4. Effective Date.

This Resolution will become effective immediately upon adoption.

Section 5. Publication.

The City Clerk shall certify to the passage of this Resolution.

PASSED, APPROVED AND ADOPTED this 9th day of February, 2021, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk

Exhibit A



RESOLUTION NO. 21-5609

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE ALLOWING CERTAIN CLAIMS AND
DEMANDS IN THE AMOUNT \$666,220.31 (WARRANT
REGISTER 1502)**

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

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

APPROVED

EXAMINED

Bob Lindsey, City Manager

Troy Grunklee, CPA
Director of Administrative Services

SECTION 2: That the following claims and demands numbered 4892 through 4958 ACH(s) numbered 213 through 215 and Draft numbered 01170 through 01183 have been audited as required by law and the same are hereby allowed in the amounts hereinafter set forth on the attached check registers.

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

Sheryl Garcia, City Clerk

PASSED, APPROVED AND ADOPTED this 9th day of February 2021, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk



City of La Puente

Check Register Report

By Payment Number

Payment Dates 1/18/2021 - 2/1/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
213	1/22/2021 5610234054	SIEIND 11/20 REPAIR LED - NELSON	SIEMENS INDUSTRY INC.	200-3120-53821	765.75 765.75
214	1/22/2021 63511	TANKO 12/20 NEWPOLE- AMAR ROAD	TANKO LIGHTING	285-3330-53111	9,087.82 9,087.82
215	1/29/2021 5610251770 5620033486	SIEIND 11/20 TS MTCE SVC 11/20 TS CALL OUTS	SIEMENS INDUSTRY INC.	200-3120-53819 200-3120-53819	6,217.68 1,560.50 4,657.18
4892	1/22/2021 1LD6-3YC1-4JFX 1QJ4-PQWR-KWNJ 1QJ4-PQWR-KWNJ 1QJ4-PQWR-KWNJ 1QJ4-PQWR-KWNJ 1QJ4-PQWR-KWNJ 1QJ4-PQWR-KWNJ-1	AMABUS CERTIFICATE ENVELOPES CREDIT - MONTHLY PLANNERS CREDIT - MONTHLY PLANNERS CREDIT - MONTHLY PLANNERS CREDIT - MONTHLY PLANNERS CREDIT - MONTHLY PLANNERS 2021 MONTHLY PLANNERS	AMAZON CAPITAL SERVICES INC	100-1150-53011 100-3330-53011 100-3330-53011 100-3330-53011 100-3330-53011 100-3330-53011 100-3330-53011	90.39 41.44 -9.79 -29.37 -29.37 -78.32 195.80
4893	1/22/2021 000015896978	ATT 12/13-01/12 PHONE - CC FAX LINE	AT&T	100-4100-53715	45.31 45.31
4894	1/22/2021 70925424	CBEEQU 01/21 CH COPIER LEASE	CELL BUSINESS EQUIPMENT	100-1150-53911	435.02 435.02
4895	1/22/2021 8404876423 8404957050	CINTA 10/20 FIRST AID RESTOCK - ALL FACILITIES 12/20 FIRST AID RESTOCK - ALL FACILITIES	CINTAS CORPORATION #693	100-1150-53011 100-1150-53011	1,591.90 938.50 653.40
4896	1/22/2021 3301-533720	CED ELECTRICAL SUPPLIES	CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	285-3330-53822	49.00 49.00
4897	1/22/2021 INV1225 INV1225	DELCOM NATURE PARK YARD SERVICE CAR DETAILING	DELHAVEN COMMUNITY CENTER	100-4100-53111 555-3150-53812	405.00 325.00 80.00
4898	1/22/2021 INV0005344	EDISON 12/04-01/05 ELEC - 14951 NELSON AVE	EDISON CO	200-3120-53713	86.08 86.08
4899	1/22/2021 7-245-71634	FEDEX SHIPPING - EXTERNAL AUDITORS VAN LANT	FEDERAL EXPRESS CORP	100-1150-53211	59.70 59.70
4900	1/22/2021 INV0005345	VERIC 01/07-02/06 PHONE - SR CTR ALARM	FRONTIER COMMUNICATIONS	100-4130-53715	113.63 113.63
4901	1/22/2021 23331 23331	HARSTE RETENTION - SOFTBALL FIELD FENCING PYMT #4 SOFTBALL FIELD FENCING PYMT #4	HARRIS STEEL FENCE CO INC	100-20220 100-5596-59300	25,901.75 -1,363.25 27,265.00
4902	1/22/2021 SIN005650 SIN005918	HDLASS 2ND QTR SALES TAX/AUDIT SVC 2ND QTR TRANS TAX	HINDERLITER DE LLAMAS & ASSOCIATES	100-1130-53111 100-1130-53111	2,365.86 2,065.86 300.00
4903	1/22/2021 158763	GONSALV 02/21 LEGISLATIVE SVC	JOE A. GONSALVES & SON	100-1100-53111	2,500.00 2,500.00
4904	1/22/2021 1356 1357	KSKFAC 01/21 CH JANITORIAL SVC 01/21 SR CTR JANITORIAL SVC	KSK FACILITIES	100-1150-53813 100-4130-53813	3,971.00 1,606.00 445.00

Check Register Report

Payment Dates: 1/18/2021 - 2/1/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	1361	01/21 CC/YLAC JANITORIAL SVC		285-3330-53813	1,920.00
4905	1/22/2021 RE-PW-21011103557	LACRD 12/20 IW LA PUENTE	LA CO DEPT PUBLIC WORKS	100-3110-53121	1,753.14 1,753.14
4906	1/22/2021 109541-6 109541-6	LEOBUI RETENTION-PARK SEWER IMPROV-PROGRESS PYMT #6 PARK SEWER IMPROV-PROGRESS PYMT #6	LEONIDA BUILDERS	500-20220 500-5595-59300	12,296.42 -647.18 12,943.60
4908	1/22/2021 5976247	NATCON 12/14-01/10 LP PARK TEMP FENCE	NATIONAL CONSTRUCTION RENTALS	285-3330-53911	228.00 228.00
4909	1/22/2021 282X22794706	PURORAB 02/21-02/22 CC FILTER RENTAL	PURO RABJOHN LLC	285-3330-53813	63.60 63.60
4910	1/22/2021 3012759	RESOUR SAND FOR SANDBAGS	RESOURCE BUILDING MATERIALS	100-3100-53012	113.84 113.84
4911	1/22/2021 INV0005346 INV0005347 INV0005348	SGVWC 12/10-01/09 WTR - 715 IRRIG PUENTE 12/09-01/08 WTR - 545 IRRIG PUENTE 12/10-1/09 WTR - 13760 IRRIG TEMPLE	S.G.V. WATER CO	200-3120-53714 200-3120-53714 200-3120-53714	725.49 297.06 285.35 143.08
4912	1/22/2021 10303592 123120	DANON 01/21 CH WATER SVC	SPARKLETTS	100-1150-53011	19.00 19.00
4913	1/22/2021 8 8 8 8	SPOH RETENTION - 11/20 SKATEPARK BASKETBALL CONS #8 11/20 SKATEPARK BASKETBALL CONS #8 RETENTION -11/20 SKATEPARK BASKETBALL CONS #8 11/20 SKATEPARK BASKETBALL CONS #8	SPOHN RANCH	100-20220 100-5585-59300 500-20220 500-5595-59300	89,215.56 -1,959.79 39,195.54 -2,735.78 54,715.59
4914	1/22/2021 2725851711 2725858101 2727060381 2728158811 2743884661	STAPLE CH PAPER OFFICE SUPPLIES SMEAD CLASSIFICATION FOLDERS OFFICE SUPPLIES OFFICE SUPPLIES	STAPLES CREDIT PLAN	100-1150-53011 100-1150-53011 100-1135-53011 100-3330-53011 100-1150-53011	613.42 36.27 40.33 92.38 345.87 98.57
4915	1/22/2021 INV0005349	STEOVE REIM - OVERSTREET TEAMVIEWER SUBSCRIPTIONS	STEVE OVERSTREET	550-6100-53017	588.00 588.00
4916	1/22/2021 5981200 5981201	BANK SERIES 2019A TRUSTEE FESS SERIES 2019B TRUSTEE FEES	US BANK	203-3120-53111 205-3120-53111	2,000.00 1,000.00 1,000.00
4917	1/22/2021 0004303273	VINCEN 12/20 CNG FUEL	VINCENT'S GENERAL SERVICES	555-3150-53014	804.72 804.72
4918	1/22/2021 2020-756651-00 2020-773336-00 2020-774280-00 2020-786419-00 2020-788268-00	VISTA GRAFFITI REMOVAL SUPPLIES GRAFFITI REMOVAL SUPPLIES GRAFFITI REMOVAL SUPPLIES GRAFFITI REMOVAL SUPPLIES GRAFFITI REMOVAL SUPPLIES	VISTA PAINT	200-3120-53016 200-3120-53016 200-3120-53016 200-3120-53016 200-3120-53016	2,004.15 648.79 444.59 205.09 298.54 407.14
4919	1/22/2021 167632	WESCO 12/01-15 PKWY TREE MTCE	WEST COAST ARBORISTS INC	200-3120-53815	18,440.70 18,440.70
4920	1/22/2021 002-23727 00620273	WILENG 12/20 BUILDING & SAFETY SVCS 11/20 HSIP CYCLE 8 DESIGN PHASE II	WILLDAN ENGINEERING	100-3310-53111 203-5586-59210	22,163.43 21,673.13 490.30
4921	1/22/2021 109541 - 7	LEOBUI PARK SEWER IMPROV-RETENTION PYMT#7	LEONIDA BUILDERS	100-20220	54,798.19 -1,499.65

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Payment Dates: 1/18/2021 - 2/1/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	109541 - 7	PARK SEWER IMPROV-PROGRESS PYMT#7		100-5595-59300	29,992.90
	109541 - 7	PARK SEWER IMPROV-RETENTION PYMT#7		500-20220	-1,384.46
	109541 - 7	PARK SEWER IMPROV-PROGRESS PYMT#7		500-5595-59300	27,689.40
4922	2/1/2021	STADIS	CALIFORNIA STATE DISBURSEMENT UNIT		379.92
	INV0005357	CHILD SUPPORT		260-20399	379.92
4923	2/1/2021	NATRS	NATIONWIDE RETIREMENT		120.00
	INV0005362	Employee Contribution		100-20340	113.09
	INV0005362	Employee Contribution		200-20340	1.15
	INV0005362	Employee Contribution		203-20340	1.15
	INV0005362	Employee Contribution		205-20340	1.15
	INV0005362	Employee Contribution		215-20340	1.15
	INV0005362	Employee Contribution		285-20340	2.31
4924	2/1/2021	RELIAN	RELIANCE STANDARD LIFE INS.		2,255.28
	INV0005356	LIFE INSURANCE		100-20320	397.47
	INV0005356	LIFE INSURANCE		200-20320	27.50
	INV0005356	LIFE INSURANCE		203-20320	14.34
	INV0005356	LIFE INSURANCE		205-20320	13.82
	INV0005356	LIFE INSURANCE		210-20320	13.65
	INV0005356	LIFE INSURANCE		215-20320	9.93
	INV0005356	LIFE INSURANCE		260-20320	15.33
	INV0005356	LIFE INSURANCE		261-20320	1.19
	INV0005356	LIFE INSURANCE		285-20320	29.77
	INV0005360	LTD INSURANCE		100-20330	677.95
	INV0005360	LTD INSURANCE		200-20330	57.37
	INV0005360	LTD INSURANCE		203-20330	30.62
	INV0005360	LTD INSURANCE		205-20330	29.62
	INV0005360	LTD INSURANCE		210-20330	21.51
	INV0005360	LTD INSURANCE		215-20330	30.31
	INV0005360	LTD INSURANCE		260-20330	30.46
	INV0005360	LTD INSURANCE		261-20330	2.31
	INV0005360	LTD INSURANCE		285-20330	53.80
	INV0005367	STD INSURANCE		100-20330	579.55
	INV0005367	STD INSURANCE		200-20330	49.03
	INV0005367	STD INSURANCE		203-20330	26.15
	INV0005367	STD INSURANCE		205-20330	25.30
	INV0005367	STD INSURANCE		210-20330	18.37
	INV0005367	STD INSURANCE		215-20330	25.94
	INV0005367	STD INSURANCE		260-20330	26.09
	INV0005367	STD INSURANCE		261-20330	1.96
	INV0005367	STD INSURANCE		285-20330	45.94
4925	2/1/2021	USBANK	U.S BANK PARS ACCT# 6746022400		2,678.21
	INV0005342	PARS RETIREMENT		100-20340	48.27
	INV0005366	PARS RETIREMENT		100-20340	1,824.48
	INV0005366	PARS RETIREMENT		200-20340	87.85
	INV0005366	PARS RETIREMENT		203-20340	63.54
	INV0005366	PARS RETIREMENT		260-20340	495.70
	INV0005366	PARS RETIREMENT		285-20340	158.37
4926	1/29/2021	AZ DESIGN	ALBERT ZUBIA		196.11
	INV0005379	MTCE - UNIFORM CAPS (13)		100-3330-53012	196.11
4927	1/29/2021	PLAAM	AMERICAN PLANNING ASSOCIATION		520.00
	192192-2113	APA MEMBERSHIP - TELLEZ		100-3300-53971	520.00
4928	1/29/2021	ATT	AT&T		22.68
	000015896979	12/13-01/12 PHONE - LP PARK SNACK BAR		285-3330-53715	22.68

Check Register Report

Payment Dates: 1/18/2021 - 2/1/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
4929	1/29/2021 300013903	CALASS CACEO MEMBERSHIP - GUERRERO	CALIFORNIA ASSOCIATION OF CODE OFFICERS	100-2110-53971	95.00 95.00
4930	1/29/2021 INV0005353	CPRSPT CPRS RENEWAL - MORALES	CPRS	100-4110-53971	145.00 145.00
4931	1/29/2021 50333	DAKOTA CC BACKFLOW REPAIRS	DAKOTA BACKFLOW CO	100-4100-53811	2,200.00 2,200.00
4932	1/29/2021 INV0005378	HOLDAN CANDIDATE STATEMENT REFUND - HOLLOWAY	DANIEL HOLLOWAY	100-1120-53115	1,340.81 1,340.81
4933	1/29/2021 18209	DAROLI 12/20 LEGAL SVC - CODE ENF	DAPEER, ROSENBLIT & LITVAK, LLP	100-2110-53114	817.40 817.40
4934	1/29/2021 INV0005377	ARGDAV CANDIDATE STATEMENT REFUND - ARGUDO	DAVID ARGUDO	100-1120-53115	1,340.81 1,340.81
4935	1/29/2021 INV0005374	DFM 2021 ELECTION CODE BOOK	DFM ASSOCIATES	100-1120-53115	117.97 117.97
4936	1/29/2021 13434	DISPEN ASPHALT COLD PATCH	DISPENSING TECHNOLOGY	200-3120-53817	1,240.89 1,240.89
4937	1/29/2021 58L2001-IN	EMPAME 12/20 BUS SHELTER MTC	EMPLOY AMERICA	210-3130-53816	3,640.00 3,640.00
4938	1/29/2021 INV0005352	VERIC 01/16-02/15 PHONE - CH MAIN	FRONTIER COMMUNICATIONS	100-1150-53715	56.00 56.00
4939	1/29/2021 INV0005350	GERWHI REIM - WHITTEN	GERRI WHITTEN	555-3150-53014	385.30 385.30
4940	1/29/2021 5040 5044	HACLWN MTCE TOOL MTCE TOOL	GUSTAVO DAMIAN NAKAMA	100-3330-53012 100-3330-53012	137.97 61.08 76.89
4941	1/29/2021 2119 2120 2120 2120	IREN CH - COVID-19 DISINFECTING SVC SENIOR CTR - COVID - 19 DISINFECTING SVCS CC - COVID - 19 DISINFECTING SVCS YLAC - COVID - 19 DISINFECTING SVCS	IRENE'S CLEANING AND JANITORIAL SERVICE	100-1150-53813 100-4130-53813 285-3330-53813 285-3330-53813	3,924.00 2,175.00 565.00 267.00 917.00
4942	1/29/2021 14201 14216	MANCIL SIGN FOR HALLOWAY BASKETBALL COURT BLDG DEPT - INSPECTION FORMS	JOSE B. MANCILLA	100-3100-53976 100-3310-53011	354.20 46.20 308.00
4943	1/29/2021 INV0005351	MARK 2 METAL STANDS FOR FABRICATION FOR BRONZE PLAQ...	MARK'S WELDING SERVICE	285-3330-53822	980.00 980.00
4944	1/29/2021 13240 13241 13242 13243 13244	OMLO 12/20 LEGAL - CITY COUNCIL 12/20 LEGAL - COMMUNITY DEVELOPMENT 12/20 LEGAL - CITY CLERK 12/20 LEGAL - GENERAL 12/20 LEGAL - ADMINISTRATION FEES	OLIVAREZ MADRUGA LEMIEUX O'NEILL, LLP	100-1110-53114 100-1110-53114 100-1110-53114 100-1110-53114 100-1110-53114	8,856.00 2,394.00 198.00 838.00 3,774.00 1,652.00
4945	1/29/2021 282x22794805	PURORAB 02/21-02/22 YLAC FILTER RENTAL	PURO RABJOHN LLC	100-4100-53811	63.60 63.60
4946	1/29/2021 INV0004832	LOPREA EMPLOYMENT LIVESCAN REIM - LOPEZ	REANNA LOPEZ	100-1135-53406	26.00 26.00
4947	1/29/2021 6013828	REGION 12/20 FH TAP MONTHLY PASS	REGIONAL TAP SERVICE CENTER	210-3130-53915	582.00 582.00

Payment Dates: 1/18/2021 - 2/1/2021

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Payment Dates: 1/18/2021 - 2/1/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	69771159	FUEL - MAINT DEPT		555-3150-53014	59.88
	69771159	FUEL - ANIMAL CONTROL		555-3150-53014	38.50
	69771159	FUEL - ANIMAL CONTROL		555-3150-53014	25.96
	69771159	FUEL - ANIMAL CONTROL		555-3150-53014	45.00
	69771159	FUEL - CODE ENF		555-3150-53014	51.00
	69771159	FUEL - ANIMAL CONTROL		555-3150-53014	52.50
	69771159	FUEL - MAINT DEPT		555-3150-53014	54.00
4958	1/29/2021	WILFIN	WILLDAN FINANCIAL SERVICES		1,900.00
	010-46698	2019/20 - SB 1029 CDIA REPORT PREP & FILING		203-3120-53111	950.00
	010-46698	2019/20 - SB 1029 CDIA REPORT PREP & FILING		205-3120-53111	950.00
DFT0001170	2/1/2021	AFLAC	AFLAC		120.53
	INV0005354	EMPLOYEE LIFE ASSURANCE		100-20399	105.88
	INV0005354	EMPLOYEE LIFE ASSURANCE		260-20399	8.51
	INV0005354	EMPLOYEE LIFE ASSURANCE		261-20399	2.45
	INV0005354	EMPLOYEE LIFE ASSURANCE		285-20399	3.69
DFT0001171	2/1/2021	AFLAC	AFLAC		127.21
	INV0005355	EMPLOYEE INSURANCE		100-20399	100.13
	INV0005355	EMPLOYEE INSURANCE		260-20399	20.99
	INV0005355	EMPLOYEE INSURANCE		261-20399	6.09
DFT0001172	2/1/2021	ICMARC	VANTAGEPOINT TRANSFER AGENTS-457		94.67
	INV0005358	EMPLOYEE LOAN REPYMT		100-20399	65.81
	INV0005358	EMPLOYEE LOAN REPYMT		210-20399	28.86
DFT0001173	2/1/2021	ICMARC	VANTAGEPOINT TRANSFER AGENTS-457		1,300.00
	INV0005359	EMPLOYEE CONTRIBUTIONS		100-20399	737.26
	INV0005359	EMPLOYEE CONTRIBUTIONS		200-20399	143.76
	INV0005359	EMPLOYEE CONTRIBUTIONS		203-20399	60.72
	INV0005359	EMPLOYEE CONTRIBUTIONS		205-20399	70.62
	INV0005359	EMPLOYEE CONTRIBUTIONS		210-20399	50.77
	INV0005359	EMPLOYEE CONTRIBUTIONS		215-20399	128.72
	INV0005359	EMPLOYEE CONTRIBUTIONS		260-20399	43.18
	INV0005359	EMPLOYEE CONTRIBUTIONS		285-20399	64.97
DFT0001174	2/1/2021	CPERS-HEALTH	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		46,465.98
	INV0005361	HEALTH INSURANCE		100-20399	33,926.30
	INV0005361	HEALTH INSURANCE		200-20399	2,802.35
	INV0005361	HEALTH INSURANCE		203-20399	1,446.67
	INV0005361	HEALTH INSURANCE		205-20399	1,404.34
	INV0005361	HEALTH INSURANCE		210-20399	1,712.46
	INV0005361	HEALTH INSURANCE		215-20399	859.51
	INV0005361	HEALTH INSURANCE		260-20399	1,731.86
	INV0005361	HEALTH INSURANCE		261-20399	137.90
	INV0005361	HEALTH INSURANCE		285-20399	2,444.59
DFT0001175	2/1/2021	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		11,719.08
	INV0005363	EMPLOYER CONTRIBUTION		100-20360	8,499.64
	INV0005363	EMPLOYER CONTRIBUTION		200-20360	719.37
	INV0005363	EMPLOYER CONTRIBUTION		203-20360	368.72
	INV0005363	EMPLOYER CONTRIBUTION		205-20360	350.02
	INV0005363	EMPLOYER CONTRIBUTION		210-20360	329.46
	INV0005363	EMPLOYER CONTRIBUTION		215-20360	290.31
	INV0005363	EMPLOYER CONTRIBUTION		260-20360	514.23
	INV0005363	EMPLOYER CONTRIBUTION		261-20360	35.70
	INV0005363	EMPLOYER CONTRIBUTION		285-20360	611.63
DFT0001176	2/1/2021	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		7,598.27
	INV0005364	PERS- NEW EMPLY CONTRB		100-20399	5,359.14
	INV0005364	PERS- NEW EMPLY CONTRB		200-20399	478.53

Check Register Report

Payment Dates: 1/18/2021 - 2/1/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0005364	PERS- NEW EMPLY CONTRB		203-20399	262.79
	INV0005364	PERS- NEW EMPLY CONTRB		205-20399	253.61
	INV0005364	PERS- NEW EMPLY CONTRB		210-20399	182.52
	INV0005364	PERS- NEW EMPLY CONTRB		215-20399	253.73
	INV0005364	PERS- NEW EMPLY CONTRB		260-20399	361.92
	INV0005364	PERS- NEW EMPLY CONTRB		261-20399	20.30
	INV0005364	PERS- NEW EMPLY CONTRB		285-20399	425.73
DFT0001177	2/1/2021	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		745.67
	INV0005365	EMPLOYEE PORTION		100-20360	689.59
	INV0005365	EMPLOYEE PORTION		200-20360	16.02
	INV0005365	EMPLOYEE PORTION		210-20360	8.01
	INV0005365	EMPLOYEE PORTION		285-20360	32.05
DFT0001178	2/1/2021	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		35.00
	INV0005368	SURVIVORS LIFE INSURANCE		100-20350	26.86
	INV0005368	SURVIVORS LIFE INSURANCE		200-20350	1.78
	INV0005368	SURVIVORS LIFE INSURANCE		203-20350	0.96
	INV0005368	SURVIVORS LIFE INSURANCE		205-20350	0.92
	INV0005368	SURVIVORS LIFE INSURANCE		210-20350	0.92
	INV0005368	SURVIVORS LIFE INSURANCE		215-20350	0.63
	INV0005368	SURVIVORS LIFE INSURANCE		260-20350	0.97
	INV0005368	SURVIVORS LIFE INSURANCE		261-20350	0.07
	INV0005368	SURVIVORS LIFE INSURANCE		285-20350	1.89
DFT0001179	2/1/2021	EMPLOY	EMPLOYMENT DEVELOPMENT DEPT		4,598.51
	INV0005371	STATE INCOME TAX		100-20310	3,428.78
	INV0005371	STATE INCOME TAX		200-20310	249.72
	INV0005371	STATE INCOME TAX		203-20310	141.47
	INV0005371	STATE INCOME TAX		205-20310	134.79
	INV0005371	STATE INCOME TAX		210-20310	60.61
	INV0005371	STATE INCOME TAX		215-20310	153.47
	INV0005371	STATE INCOME TAX		260-20310	162.62
	INV0005371	STATE INCOME TAX		285-20310	267.05
DFT0001180	2/1/2021	IRSPR	IRS PAYROLL TAX DEPOSIT		13,586.63
	INV0005372	FEDERAL WITHHOLDING		100-20300	10,260.27
	INV0005372	FEDERAL WITHHOLDING		200-20300	691.85
	INV0005372	FEDERAL WITHHOLDING		203-20300	377.72
	INV0005372	FEDERAL WITHHOLDING		205-20300	348.01
	INV0005372	FEDERAL WITHHOLDING		210-20300	192.07
	INV0005372	FEDERAL WITHHOLDING		215-20300	383.13
	INV0005372	FEDERAL WITHHOLDING		260-20300	574.99
	INV0005372	FEDERAL WITHHOLDING		285-20300	758.59
DFT0001181	2/1/2021	IRSPR	IRS PAYROLL TAX DEPOSIT		4,295.18
	INV0005373	MEDICARE TAX		100-20300	3,108.98
	INV0005373	MEDICARE TAX		200-20300	221.38
	INV0005373	MEDICARE TAX		203-20300	127.72
	INV0005373	MEDICARE TAX		205-20300	99.80
	INV0005373	MEDICARE TAX		210-20300	69.24
	INV0005373	MEDICARE TAX		215-20300	97.74
	INV0005373	MEDICARE TAX		260-20300	327.36
	INV0005373	MEDICARE TAX		261-20300	7.42
	INV0005373	MEDICARE TAX		285-20300	235.54
DFT0001182	2/1/2021	CPERS-HEALTH	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		19,170.14
	INV0005375	02/21 CalPers Admin Fees		100-1135-51314	159.51
	INV0005375	02/21 RETIREES HEALTH INSURANCE		100-1135-51314	19,010.63

Check Register Report**Payment Dates: 1/18/2021 - 2/1/2021**

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
DFT0001183	1/29/2021	PENTR	PENSION STABILIZATION TRUST		200,000.00
	INV0005380	115 PENSION TRUST CONTRIBUTION		100-1135-51211	200,000.00
Grand Total:					666,220.31

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	445,148.22
200 - GAS TAX FUND	35,361.69
203 - MEASURE M FUND	5,362.87
205 - MEASURE R FUND	4,682.00
210 - PROP A FUND	49,724.31
215 - PROP C FUND	2,234.57
260 - CDBG PROGRAM FUND	4,694.13
261 - CDBG CARES	215.39
285 - LIGHTING & LANDSCAPE MAINTENANCE	21,423.02
500 - SEWER CONSTRUCTION/MAINTENANCE FUND	93,881.17
550 - EQUIPMENT REPLACEMENT FUND	588.00
555 - VEHICLE MAINTENANCE & REPLACEMENT FUND	2,904.94
Grand Total:	666,220.31

Account Summary

Account Number	Account Name	Payment Amount
100-1100-53111	Contract Services - Private	2,500.00
100-1110-53114	Legal Services - General	8,856.00
100-1120-53115	Contract Services - Election	2,799.59
100-1130-53111	Contract Services - Private	2,365.86
100-1135-51211	Retirement	200,000.00
100-1135-51314	Health Insurance	19,170.14
100-1135-53011	Operating Supplies	92.38
100-1135-53406	Recruitment Expenses	26.00
100-1150-53011	Operating Supplies	1,827.51
100-1150-53211	Postage & Mailing Services	59.70
100-1150-53715	Utility - Communications	56.00
100-1150-53813	Facility Maintenance	3,781.00
100-1150-53911	Equipment Lease/Rental	435.02
100-20220	Retention Payable	-4,822.69
100-20300	FIT Payable	13,369.25
100-20310	SIT Payable	3,428.78
100-20320	Life Ins Payable	397.47
100-20330	LTD Payable	1,257.50
100-20340	PARS	1,985.84
100-20350	Group Insurance	26.86
100-20360	PERS	9,189.23
100-20399	Other Payroll Deductions	40,294.52
100-2110-53114	Legal Services	817.40
100-2110-53971	Dues & Memberships	95.00
100-2130-53111	Contract Services - Private	200.00
100-3100-53012	Small Tools & Equipment	113.84
100-3100-53715	Utility - Communications	457.95
100-3100-53976	Special Departmental	46.20
100-3110-53121	Industrial Waste Inspecti...	1,753.14
100-3300-53971	Dues & Memberships	520.00
100-3310-53011	Operating Supplies	308.00
100-3310-53111	Contr Svc - Private - B&S F...	21,673.13
100-3330-53011	Operating Supplies	569.14
100-3330-53012	Small Tools & Equipment	334.08
100-4100-53111	Contract Services - Private	325.00
100-4100-53715	Utility - Communications	45.31
100-4100-53811	Equipment Maintenance	2,263.60
100-4110-53971	Dues & Memberships	145.00
100-4130-53715	Utility - Communications	113.63
100-4130-53813	Facility Maintenance	1,100.00
100-4140-53111	Contract Services - Private	10,718.40

Account Summary

Account Number	Account Name	Payment Amount
100-5585-59300	Construction Costs	39,195.54
100-5595-59300	Construction Costs	29,992.90
100-5596-59300	Construction Costs	27,265.00
200-20300	FIT Payable	913.23
200-20310	SIT Payable	249.72
200-20320	Life Ins Payable	27.50
200-20330	LTD Payable	106.40
200-20340	PARS	89.00
200-20350	Group Insurance	1.78
200-20360	PERS	735.39
200-20399	Other Payroll Deductions	3,424.64
200-3120-53016	Graffiti Removal Supplies	2,004.15
200-3120-53713	Utility - Hwy Lights	86.08
200-3120-53714	Utility - Water	1,058.78
200-3120-53815	Parkway Tree Maintenan...	18,440.70
200-3120-53817	Street/Sidewalk Mainten...	1,240.89
200-3120-53819	Signal Maintenance	6,217.68
200-3120-53821	Traffic Markings/Signs	765.75
203-20300	FIT Payable	505.44
203-20310	SIT Payable	141.47
203-20320	Life Ins Payable	14.34
203-20330	LTD Payable	56.77
203-20340	PARS	64.69
203-20350	Group Insurance	0.96
203-20360	PERS	368.72
203-20399	Other Payroll Deductions	1,770.18
203-3120-53111	Contract Services - Private	1,950.00
203-5586-59210	DESIGN ENGINEERING	490.30
205-20300	FIT Payable	447.81
205-20310	SIT Payable	134.79
205-20320	Life Ins Payable	13.82
205-20330	LTD Payable	54.92
205-20340	PARS	1.15
205-20350	Group Insurance	0.92
205-20360	PERS	350.02
205-20399	Other Payroll Deductions	1,728.57
205-3120-53111	Contract Services - Private	1,950.00
210-20300	FIT Payable	261.31
210-20310	SIT Payable	60.61
210-20320	Life Ins Payable	13.65
210-20330	LTD Payable	39.88
210-20350	Group Insurance	0.92
210-20360	PERS	337.47
210-20399	Other Payroll Deductions	1,974.61
210-3130-53816	Bus Shelter Maintenance	3,640.00
210-3130-53915	Public Transit Subsidy	582.00
210-3130-53916	Dial-A-Ride Services	7,183.08
210-3130-53917	Fixed Route Shuttle	37,058.03
210-46100	Dial-A-Ride Fares	-25.25
210-46105	Shuttle Fares	-1,402.00
215-20300	FIT Payable	480.87
215-20310	SIT Payable	153.47
215-20320	Life Ins Payable	9.93
215-20330	LTD Payable	56.25
215-20340	PARS	1.15
215-20350	Group Insurance	0.63
215-20360	PERS	290.31
215-20399	Other Payroll Deductions	1,241.96

Account Summary

Account Number	Account Name	Payment Amount
260-20300	FIT Payable	902.35
260-20310	SIT Payable	162.62
260-20320	Life Ins Payable	15.33
260-20330	LTD Payable	56.55
260-20340	PARS	495.70
260-20350	Group Insurance	0.97
260-20360	PERS	514.23
260-20399	Other Payroll Deductions	2,546.38
261-20300	FIT Payable	7.42
261-20320	Life Ins Payable	1.19
261-20330	LTD Payable	4.27
261-20350	Group Insurance	0.07
261-20360	PERS	35.70
261-20399	Other Payroll Deductions	166.74
285-20300	FIT Payable	994.13
285-20310	SIT Payable	267.05
285-20320	Life Ins Payable	29.77
285-20330	LTD Payable	99.74
285-20340	PARS	160.68
285-20350	Group Insurance	1.89
285-20360	PERS	643.68
285-20399	Other Payroll Deductions	2,938.98
285-3330-53111	Contract Services - Private	9,087.82
285-3330-53715	Utility - Communications	22.68
285-3330-53813	Facility Maintenance	3,373.60
285-3330-53822	Park Maintenance & Repa...	3,575.00
285-3330-53911	Equipment Lease/Rental	228.00
500-20220	Retention Payable	-4,767.42
500-3210-53111	Contract Services - Private	3,300.00
500-5595-59300	Construction Cost	95,348.59
550-6100-53017	Software & Licensing	588.00
555-3150-53014	Fuel	2,824.94
555-3150-53812	Vehicle Maintenance	80.00
Grand Total:		666,220.31

Project Account Summary

Project Account Key	Payment Amount
None	644,523.91
69421E	3,526.00
69721E	4,152.00
70421E	10,718.40
70621E	3,300.00
Grand Total:	666,220.31



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: February 9, 2021

From: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION OF A RESOLUTION AMENDING THE FISCAL YEAR 2020/21 OPERATING BUDGET TO INCREASE STAFFING IN THE CODE ENFORCEMENT DEPARTMENT AND INCREASING SERVICE LEVELS WITH THE LOS ANGELES COUNTY SHERIFF'S DEPARTMENT

BACKGROUND

The City Council adopted the fiscal year 2020-2021 Budget and Capital Improvement Program on June 23, 2020.

DISCUSSION

At the regular meeting of the La Puente City Council held on January 12, 2021, the City Council approved the addition of three (3) Special Assignment Officer (SAO) deputies to the City's contract with the Los Angeles County Sheriff's Department for the remainder of fiscal year 2020/2021. The estimated cost of this action is \$410,000.

On January 26, 2021, the City Council approved an increased expenditure appropriation of \$66,000 for the purpose of expanding parking enforcement activities and to continue to provide park patrol services and graffiti abatement for the City. \$25,000 will be used for Parking Enforcement and \$41,000 will be used for Code Enforcement.

FISCAL IMPACT

The combined increase in General Fund expenditure appropriations is \$435,000. Appropriations in the Community Development Block Grant (CDBG) fund are increased by \$41,000.

RECOMMENDATION

It is recommended that the City Council: (1) adopt Resolution No. 21-5610 amending the adopted Operating Budget for Fiscal Year 2020/21 in the amount of \$410,000; and (2) adopt Resolution No. 21-5611 amending the adopted Operating Budget for Fiscal Year 2020/21 in the amount of \$66,000.

ATTACHMENTS

- Attachment “A”: Resolution No. 21-5610 amending the adopted Operating Budget for Fiscal Year 2020/21 in the amount of \$410,000.
- Attachment “B”: Resolution No. 21-5611 amending the adopted Operating Budget for Fiscal Year 2020/21 in the amount of \$66,000.

RESOLUTION NO. 21-5610

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

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

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

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

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

SECTION 2. The City of La Puente’s Operating Budget for Fiscal Year 2020-2021 is hereby amended to increase the appropriation of expenditures in the General Fund for operating costs in the amount of \$410,000.00.

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 9th day of February, 2021, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk

RESOLUTION NO. 21-5611

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

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

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

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

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

SECTION 2. The City of La Puente’s Operating Budget for Fiscal Year 2020-2021 is hereby amended to increase the appropriation of expenditures in the General Fund for operating costs in the amount of \$25,000.00 and in the Community Development Block Grant Fund (CDBG) by \$41,000.00.

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 9th day of February, 2021, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk



Successor Agency to the Community Development Commission AGENDA REPORT

To: Chair and Members of the Agency Board For meeting of: February 9, 2021

From: Bob Lindsey, Executive Director

By: John Di Mario, Development Services Director

SUBJECT: UPDATE ON MEMORANDUM OF UNDERSTANDING BETWEEN THE
SUCCESSOR AGENCY TO THE FORMER LA PUENTE COMMUNITY
DEVELOPMENT COMMISSION AND JASMINE REAL ESTATE
INVESTMENTS, LLC

BACKGROUND

At the meeting of April 9, 2019, the Successor Agency to the former Community Development Commission (“Successor Agency”) approved a Memorandum of Understanding (“MOU”) between the Successor Agency and Jasmine Real Estate Investments, LLC (“Developer”). The Developer had previously entered into a Disposition and Development Agreement (“DDA”) with the former Community Development Commission for the redevelopment of the property located at the northwest corner of Hacienda Boulevard and Fairgrove Avenue, more commonly referred to as the El Super shopping center.

The purpose of the MOU was to address off-site traffic related improvements associated with the shopping center and the issuance of the Certificate of Completion to the Developer.

DISCUSSION

Included as Attachment “A” is a copy of the MOU provided as reference. The MOU provides for the Developer to submit payment in the total amount of \$300,000 to be used by the City to complete certain off-site improvements consisting of new roadway striping and restriping, new signage, and center median modifications on Hacienda Boulevard and Amar Road which are fully described and depicted in the MOU. As per the MOU, following the Developer’s approval of the MOU and payment of \$300,000.00 to the City, the Certificate of Completion was issued to the Developer.

This work was completed by the City through a construction agreement with Hardy & Harper, Inc. At the meeting of June 23, 2020, the City Council accepted the project as complete with a project completion date of April 30, 2020. The total cost of this project including design, construction, inspection and project management was \$114,794.25. Per the terms of the MOU, following the completion of these improvements, the City has 270 days to determine, in its sole and absolute discretion, if the design for a traffic signal should commence. The intent of the striping and signage improvements (i.e., keep clear and do not block intersection) on Hacienda Boulevard at the two most southerly driveways is to eliminate the need for a traffic signal.

With the completion of the off-site traffic related improvements and the expiration of the 270-day period, Staff is not recommending the commencement of the design for a traffic signal for the shopping center. The installation of the “keep clear” pavement markings and “do not block intersection” signage at the two driveways on Hacienda Boulevard provides for left-turn movements into and out of the shopping center. As a result, the remaining funds held by the City in the amount of \$185,205.75 will be returned to the developer per the terms and provisions of the MOU.

FISCAL IMPACT

The Developer originally deposited \$300,000.00 with the City to be used for off-site traffic related improvements as identified in the MOU. Those improvements have been completed in the total amount of \$114,794.25 resulting in \$185,205.75 of remaining funds on hand to be returned to the Developer per the MOU.

RECOMMENDATION

It is recommended that the Successor Agency receive and file this report.

ATTACHMENTS

Attachment “A”: Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE SUCCESSOR AGENCY TO THE FORMER LA PUENTE
COMMUNITY DEVELOPMENT COMMISSION AND
JASMINE REAL ESTATE INVESTMENTS, LLC**

This Memorandum of Understanding (“MOU”) is dated as of April 9, 2019 (“Effective Date”), and is entered into by and between the Successor Agency to the Former La Puente Community Development Commission, a public body corporate and politic (“Agency”), and Jasmine Real Estate Investments, LLC, a California limited liability company (“Developer”). Agency and Developer are hereinafter sometimes individually referred to as “Party” and collectively referred to as “Parties.”

RECITALS

WHEREAS, on or about April 12, 2011, the Developer and the Agency’s predecessor, the La Puente Community Development Commission (“Commission”), entered into a Disposition and Development Agreement (“DDA”) in which the Parties agreed that the Developer, would acquire certain Commission owned property commonly known as APN 8471-022-900, 8471-022-009, APN 8471-022-901, APN 8471-021-900, APN 8471-021-901 and APN 8471-021-902, totaling approximately 9.76 acres of real property, located generally at the northwest corner of Hacienda Boulevard and Fairgrove Avenue in the Project Area (the “Property”); and

WHEREAS, to facilitate the issuance of the Certificate of Completion, the Agency is requiring, and the Developer has agreed to provide the Agency with a cash deposit of Three Hundred Thousand Dollars (\$300,000.00), to go towards the costs associated with the design and installation of traffic mitigation measures required for the Project and the possible installation of a new traffic signal on Hacienda Boulevard.

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

1. CONSTRUCTION OF TRAFFIC SIGNAL AND MITIGATION MEASURES.

a. The Developer hereby agrees to pay \$300,000.00 for the entire cost of design and construction of the Improvements (as defined in Section 1.b. and c. below) which includes all remaining traffic mitigation measures required for the Project as further defined in Section 1.b. below.

b. Improvements mean the cost of design and construction, including project management and construction inspection of the following traffic mitigation measures as set forth in the Initial Study/Mitigated Negative Declaration for the Project and as recommended by the City’s Traffic Engineer (see Exhibit A):

TRAF-1: Improve Hacienda Boulevard to provide an additional through lane in the northbound direction at this intersection. Southbound direction would be improved to have one left turn lane, two through lanes and one shared through right turn lane (to southbound Unruh Avenue and to westbound Fairgrove Avenue).

TRAF-2: Unruh Avenue approach restriped to provide one left-turn lane, one through lane and one through right lane in the northbound direction. On Fairgrove Avenue, the eastbound approach restriped to provide an exclusive left-turn lane and a shared through/right-turn lane.

TRAF-3: Northbound left-turn lane on Hacienda Boulevard is extended to provide at least 140 feet of queuing capacity in order to accommodate the future traffic demand.

TRAF-4: Improve Amar Road to provide additional through lane in the eastbound direction which can be accommodated within the existing right-of-way.

TRAF-5: Do Not Block Intersection Signs and Keep Clear pavement legends in the southbound direction in front of both the northerly and southerly driveways adjacent to the northbound left turn pocket openings.

c. Construction of a traffic signal on Hacienda Boulevard at the southernmost ingress and egress to the Property, at the sole and absolute discretion of the City.

d. Agency and City shall not expend more than \$75,000.00 on the striping improvements set forth in TRAF-1-5, and any mitigation measures required by the City's Traffic Engineer, excluding the traffic signal.

e. Not later than 270 days following the completion of the striping improvements set forth in TRAF-1-5, and any mitigation measures required by the City's Traffic Engineer, the City at its sole and absolute discretion shall commence the design of the traffic signal.

f. The Developer, upon execution of this Agreement shall provide the Agency with a cash payment of Three Hundred Thousand Dollars (\$300,000.00) ("Developer's Payment") to go towards the cost of design and construction of the Improvements.

g. The Developer's portion of the cost of the Improvements shall not exceed Three Hundred Thousand Dollars (\$300,000.00). In the event the cost of the Improvements is less than \$300,000.00, City shall refund Developer the remaining amount without interest.

h. In the event Developer fails to provide the Developer's Payment, the Agency shall notify Developer in writing and shall provide a 30-day period for the amount to be provided or otherwise addressed between the Parties. Thereafter, Developer's continuing failure to provide the Developer Payment shall cause this Agreement to be null and void.

2. APPROVAL OF THE CERTIFICATE OF COMPLETION.

Upon the Agency's receipt of the Developer's Payment of \$300,000.00, the Agency will issue and record the Certificate of Completion for the Project and provide to Developer the grant deed for the Property and executed recordable notice of termination of the DDA, pursuant to the provisions set forth in Section 7.5(a)-(e) of the DDA. Notwithstanding the terms and conditions of the Certificate of Completion, attached hereto as Exhibit "B," the Developer agrees to the items set forth above in Section 1.

3. INDEMNIFICATION.

Developer shall indemnify, protect, hold harmless and defend, with counsel selected by the Agency, the City or Agency and any agency or instrumentality thereof, an/or any of its officers, employees and agents from any and all claims (including any claims concerning eminent domain, takings, or relocation costs), actions, or proceedings against the Agency, to attack, set aside, void, annul, seek monetary damages arising from this Agreement. Agency shall promptly notify Developer of any claim, action, or proceeding to which this condition is applicable and shall further cooperate fully in the defense of the action. The Agency reserves its right to take any and all action the Agency deems to be in the best interest of the Agency and its citizens in regard to such defense.

4. RELEASE.

In exchange for the obligations created by this Agreement, and subject to full compliance by the Parties, Developer and its successors, transferees, heirs, devisees, legatees and assigns, as applicable, does hereby release, acquit and forever discharge the City from any and all claims, demands, damages, causes of action or suits in equity, of any kind whatsoever, at common law, statutory or otherwise, which they have or may have, known or unknown, now existing or that might arise hereafter that were or could have been asserted concerning the Certificate of Completion for the Property and the traffic signal that is the subject matter of this Agreement, except for the promises and conditions set forth in this Agreement.

In exchange for the obligations created by this Agreement, and subject to full compliance by the Parties, Agency, City and their successors, transferees, and assigns, as applicable, do hereby release, acquit and forever discharge the Developer and its successors, transferees, heirs, devisees, legatees and assigns, from any and all claims, demands, damages, causes of action or suits in equity, of any kind whatsoever, at common law, statutory or otherwise, which they have or may have, known or unknown, now existing or that might arise hereafter that were or could have been asserted concerning the Improvements that are the subject matter of this Agreement.

5. WAIVER OF SECTION 1542.

As to the matters released herein, the Developer expressly waives any and all rights against the Agency under Section 1542 of the California Civil Code which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO THE CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY EFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."

m.g.
Developer's Initials

6. MISCELLANEOUS PROVISIONS.

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

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

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

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

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

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

6.7 The Parties represent and warrant that they have had advice of counsel of their own choosing in the negotiations for and the preparation of this Agreement, and that they have read this Agreement, or had the same read to them by counsel, and that they have had this Agreement fully explained to them by their counsel, and they are fully aware of the Agreement's legal effect. This Agreement is to be construed fairly and not in favor of or against any Party, regardless of which Party or Parties drafted or participated in the drafting of its terms.

6.8 This instrument contains the entire Agreement between the Agency and Developer with respect to the transactions contemplated herein. No other prior oral or written agreement(s) are binding upon the Parties. Amendments hereto or deviations herefrom shall be

effective and binding only if made in writing and executed by Agency and Developer.

6.9 The terms of this Agreement shall bind and inure to the benefit of each of the Parties, and each of their respective agents, officers, directors, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, transferees, representatives, employees, heirs, devisees, legatees and assigns, as applicable. Prior to the expiration of this Agreement, in the event that Developer sells, transfers or assigns his interest in the Property, or any portion thereof, to a third party, Developer shall provide the potential purchaser with a copy of this Agreement at least 15 days prior to the close of escrow or transfer of interest.

6.10 Upon issuance of the Certificate of Completion, the DDA shall terminate in accordance with the provisions of Section 7.5 therein.

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

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

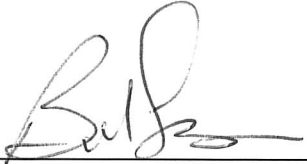
Signature block on next page

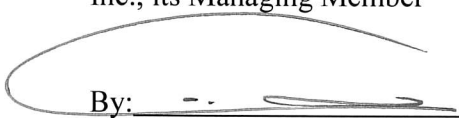
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

AGENCY

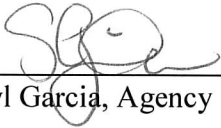
**JASMINE REAL ESTATE
INVESTMENTS, LLC**

A Nevada Limited Liability Company,
By: Excel Property Management Services,
Inc., its Managing Member

By: 
Bob Lindsey, Executive Director

By: 
Mark Gabay, President

Attest:

By: 
Sheryl Garcia, Agency Secretary

Approved as to form:

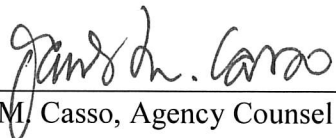
By: 
James M. Casso, Agency Counsel

EXHIBIT "B"

Recording Requested By and When Recorded
Return To:

Successor Agency to the Former City of La
Puente Community Development Commission
15900 E. Main Street
La Puente, CA 91744
Attention: Executive Director

Exempt from filing fees (Gov't Code Section 6103)

(SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY)

CERTIFICATE OF COMPLETION

THIS CERTIFICATE OF COMPLETION (this "Certificate") is made this ____ day of _____, 2019, by the SUCCESSOR AGENCY TO THE FORMER CITY OF LA PUENTE COMMUNITY DEVELOPMENT COMMISSION, a public body, corporate and politic ("Agency") in favor of JASMINE REAL ESTATE INVESTMENTS, LLC, a California Limited liability company ("Developer"), with reference to the following matters:

A. On December 29, 2011, the California Supreme Court delivered its decision in California Redevelopment Association v. Matosantos ("Matosantos"), finding Assembly Bill X1 26 (the "Dissolution Act") largely constitutional.

B. Under the Dissolution Act and the California Supreme Court's decision in Matosantos, all California redevelopment agencies, including the City of La Puente Community Development Commission ("Commission"), were dissolved on February 1, 2012, and successor agencies were designated and vested with the responsibility of winding down the business and fiscal affairs of the former redevelopment agencies.

C. On January 11, 2012, the City Council adopted Resolution No. 12-4989 accepting for the City the role of Successor Agency to the dissolved Commission.

D. The former Commission and Developer entered into that certain Disposition and Development Agreement dated as of April 12, 2011 (the "DDA"). All capitalized terms not otherwise defined herein shall have the meanings assigned to them in the DDA.

E. Pursuant to the DDA, the Developer agreed to construct certain improvements defined therein as the Improvements on that certain real property (the "Project Site"). The DDA provides, in Section 6.5, that the Agency shall furnish the Developer with a recordable Certificate of Completion upon satisfactory completion of all of the Developer Improvements in accordance with the DDA.

F. The Agency has determined that the construction of the Developer Improvements on the Project Site have been satisfactorily performed in accordance with the DDA.

NOW, THEREFORE, the Agency certifies as follows:

1. As provided in the DDA, the construction of the Improvements on the Project Site have been satisfactorily performed and completed in accordance with the DDA.
2. This Certificate constitutes a conclusive determination of the satisfactory completion of the construction of the Improvements in accordance with the DDA.
3. This Certificate shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any holder of a mortgage or deed of trust or any insurer of a mortgage or deed of trust securing money loaned to finance the Improvements or any part thereof.
4. This Certificate is not a Notice of Completion as referred to in California Civil Code Section 3093.
5. Except as stated herein, nothing contained in this instrument shall modify in any way any other provisions of the DDA or any other provisions of the documents incorporated herein.

IN WITNESS WHEREOF, the Agency has executed this Certificate as of the day and year first above written.

Agency:

SUCCESSOR AGENCY TO THE FORMER
CITY OF LA PUENTE COMMUNITY
DEVELOPMENT COMMISSION,
a public body, corporate and politic

By: _____
Bob Lindsey, Executive Director

ATTEST:

Sheryl Garcia, Agency Secretary

APPROVED AS TO FORM:

James M. Casso, Agency Counsel



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: February 9, 2021

From: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO DOUG MARTIN CONTRACTING COMPANY, INC. FOR THE CITYWIDE SLURRY SEAL FY 2020-21 IN THE AMOUNT OF \$760,247.10 PLUS ADDITIONAL SLURRY SEAL WORK IN THE AMOUNT \$310,000.00

BACKGROUND

The Citywide Slurry Seal FY 2020-21 Project (“Project”) is being proposed for select City streets. Slurry seal is a preventative maintenance activity that is used to preserve the underlying pavement structure and provide an aesthetically pleasing black wearing surface. Slurry seal is typically applied on an intermittent or cyclical basis, and has an expected life of 5-7 years. Roadways selected for slurry seal treatment usually have slight to moderate distress, no rutting, and generally narrow crack widths; and where a slurry seal would help extend the pavement life until resurfacing becomes necessary.

DISCUSSION

The Project as originally bid will include the slurry seal of approximately 15 miles or about 2.4 million square feet of pavement. The pavement condition index or “PCI” rating of the streets included in the Project are mostly rated as “Fair” to “Good” within the City’s Pavement Management System. Streets consistent with the criteria for slurry seal around schools received a higher priority for inclusion within the Project. The work includes rubberized crack sealing, localized pavement repairs, curb and gutter repairs, and restoration of the pavement markings and street legends. The Engineer’s Estimate for construction was \$1,400,000.

The bid opening was conducted on December 21, 2020. The City received a total of five (5) bids for the Project. The results of the bids are as follows:

Doug Martin Contracting Company, Inc.	\$760,247.10
American Asphalt South	\$774,108.00
Roy Allan Slurry Seal Inc.	\$785,318.20
Pavement Coatings Co.	\$876,090.00
All American Asphalt	\$913,098.98

After the process of verifying the contractor’s bid submittal, references were contacted for Doug Martin Contracting Company. References confirmed that the contractor’s prior work

was completed satisfactorily. Doug Martin Contracting Company has been determined to be the lowest responsible bidder for the Project .

The Project as initially bid included 107 street segments to be slurry sealed. However, due to an upcoming Suburban Water Company water main replacement Project in the vicinity of Nelson Avenue and Hacienda Boulevard that overlaps with the slurry seal work, eight street segments will be deleted from the Project. The deleted street segments will be deferred to a future street overlay Project . Included as Attachment A is an updated listing of the streets to be included as part of the contract award for the Project, along with a map showing the street locations as Attachment C.

Due to the favorable bid pricing received for the Project and the overall amount of funding available, Staff has identified another 29 street segments for the Council's consideration to be included as part of the Project. The additional streets represent another 4.5 miles or 920,000 square feet of pavement. Included as Attachment B is a listing of the additional streets to be added to the Project which are also identified on Attachment C. Through discussion with Doug Martin Contracting Company, the contractor has agreed to apply its unit bid pricing to the additional street segments for an estimated cost of \$310,000. Staff is recommending that these additional streets be added to the Project.

With the addition of the 29 street segments, another twenty (20) working days would be added to the Project completion time resulting in a total of 75 working days (three and a half months) for the Project. It is anticipated that the contractor will begin the Project on or around March 1st.

FISCAL IMPACT

The Fiscal Year 2020-21 Capital Improvement Program Budget includes funding for this Project in the Series 2019A and 2019B bond proceeds fund for \$2,000,000 from each fund for a total of \$4,000,000.

The bid schedule for construction of this Project totals \$760,247.10. With the additional work of \$310,000, the total construction cost will increase to \$1,070,247.10. With a 10 percent contingency of \$107,025, the total construction budget would be \$1,177,272.10. In addition, the associated Project costs for design engineering and Project management is \$150,000, and construction management, inspection, and material testing estimated at \$200,000, the total Project cost would be \$1,537,272.10 for which funding is available.

RECOMMENDATION

It is recommended that the City Council: (1) award the contract to Doug Martin Contracting Company, Inc. in the amount of \$760,247.10; (2) approve the additional slurry seal work in the amount of \$310,000; and (3) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount plus the additional slurry seal work.

ATTACHMENTS

Attachment “A”:	Slurry Seal Street Listing
Attachment “B”:	Slurry Seal Additional Street Listing
Attachment “C”:	Slurry Seal Map
Attachment “D”:	Agreement

CITY OF LA PUENTE
CITYWIDE SLURRY SEAL FY 2020-21

No.	Street	Begin	End	Length FT.	Width FT.	SQ. FT.
1	Melham Ave	Beckner St.	END	406	24	9744
2	Flanner St.	END	0 E/Tonopah	892	33	29436
3	Sunkist Ave.	Temple Ave.	Homeward St	1281	34	43554
4	Cambay St	Gilwood Ave	End	580	28	16240
5	Peggy Ave.	Loukelton St	Mentz St	974	28	27272
6	Temple Frontage N	110 E/ Greycliff	Lanny Ave	651	26	16926
7	Greycliff Ave	Loukelton St	Mentz St	976	34	33184
8	Lanny Ave	Mentz St.	Loukelton St	975	28	27300
9	Ocala Ave	Mentz St.	Loukelton St	975	30	29250
10	Greycliff Ave	Mentz St.	Temple Ave.	1162	34	39508
11	Lanny Ave	Mentz St.	Temple Ave.	1116	28	31248
12	Aileron Ave.	Loukelton St.	Mentz St.	976	34	33184
13	Duff Ave.	Prichard St.	Temple Ave.	740	33	24420
14	Hartsville St.	END	Nantes Ave.	505	23	11615
15	Tamar Dr.	END	Prichard St.	730	23	16790
16	Wegman Dr.	Ferrero Ln.	Main St.	1510	32	48320
17	Gilwood Ave.	Cambay St.	Sierra Vista Ct.	681	28	19068
18	Perth Ave.	Temple Ave.	Prichard St.	787	34	26758
19	Pocono St.	Del Valle Ave.	Aileron Ave.	674	28	18872
20	Radstock Ave.	Inyo St.	Rorimer St.	849	32	27168
21	Goodson Dr.	Homeward St.	Unruh Ave.	831	36	29916
22	Lassalette St.	Tonopah Ave.	END	897	33	29601
23	Lawnwood St.	Aileron Ave.	Del Valle Ave.	769	28	21532
24	Peggy Ave.	Mentz St.	Temple Ave.	1122	28	31416
25	Beckner Cul-de-Sac	END	Beckner St.	151	22	3322
26	Hurley St.	Chatterton Ave.	Turk Rd.	1325	32	42400
27	Tonopah Ave.	Homeward St.	Temple Ave.	1279	35	44765
28	Beckner St.	Orange Ave.	Sunkist Ave.	867	34	29478
29	Turk Rd.	Rorimer St.	Chatterton Ave.	1179	32	37728
30	Sandia Ave.	Homeward St.	Temple Ave.	1226	30	36780
31	Ardilla Ave.	Temple Ave.	Nelson Ave.	1838	36	66168
32	Greenberry Dr.	Prichard St.	Temple Ave.	917	34	31178
33	Hill St.	Glendora Ave.	Stimson Ave.	627	36	22572
34	Prichard St.	Sunkist Ave.	Tamar Dr.	800	30	24000
35	Siesta Ave.	Nelson Ave.	Temple Ave.	1777	36	63972
36	Temple Frontage N	Ivanell Ave.	End	633	27	17091
37	Beckner St.	Tonopah Ave.	Cabana Ave	270	34	9180
38	Rama Dr.	END	Beckner St.	459	24	11016
39	Sandsprings Dr.	END	Beckner St.	467	24	11208
40	Beckner St.	END	Nantes Ave.	502	23	11546
41	Turk Rd.	Ferrero Ln.	Rorimer St.	738	32	23616
42	Willow Ave.	Homeward St.	Temple Ave.	1286	37	47582
43	Saint Malo Ave	Beckner St.	END	447	24	10728
44	Hutchcroft St.	Perth Ave.	END	734	27	19818
45	Bluebonnet St.	Common Ave.	Inyo St.	1228	32	39296

CITY OF LA PUENTE
CITYWIDE SLURRY SEAL FY 2020-21

No.	Street	Begin	End	Length FT.	Width FT.	SQ. FT.
46	Del Valle Ave.	Mentz St.	Loukelton St.	977	36	35172
47	Fern Creeek Dr.	Ferrero Ln.	Park Rock Dr.	750	36	27000
48	Willow Ave.	Temple Ave.	Prichard St.	685	38	26030
49	Amar Frontage S	Tamar Dr.	Sunkist Ave.	694	27	18738
50	Willow Ave.	Prichard St.	Nelson Ave.	1147	38	43586
51	Amar Frontage S	End	Sunkist Ave.	623	27	16821
52	Fickewirth Ave.	Fairgrove Ave.	Blackwood St.	986	32	31552
53	Cabana Ave.	Beckner St.	END	560	28	15680
54	Dalesford Dr.	Inyo St.	Main St.	1174	32	37568
55	Victoria Ave.	Stimson Ave.	Fifth St.	404	26	10504
56	Temple Frontage N	Sunkist Ave.	Tamar Dr.	792	26	20592
57	Nathene Dr.	Turk Rd.	Wegman Dr.	289	26	7514
58	Ballista Ave.	Blackwood St.	Cadwell St.	533	28	14924
59	Orrington Ave.	Flynn St.	END	656	28	18368
60	Rygate Ave.	END	Molinar Ave.	357	24	8568
61	Del Valle Ave.	Cadwell St.	Molinar Ave.	871	28	24388
62	Sandia Ave.	Beckner St.	END	461	27	12447
63	Sunkist Ave.	Temple Ave.	Beckner St.	522	34	17748
64	Lassalette St.	END	Perth Ave.	732	28	20496
65	Goodson Dr.	Homeward St.	END	449	36	16164
66	Temple Frontage N	Sandia Ave.	Sunkist Ave.	577	26	15002
67	Temple Frontage S	Shadydale	Evanwood	757	26	19682
68	Rama Dr.	Homeward St.	Sunkist Ave.	788	28	22064
69	Shadydale	Temple Ave.	Prichard St.	849	36	30564
70	Tonopah Ave.	Beckner St.	Moccasin St.	438	34	14892
71	Glenshaw Ave.	Prichard St.	Nelson Ave.	916	36	32976
72	Salais St.	Turk Rd.	Chatterton Ave.	640	27	17280
73	Flynn St.	Eldon Ave.	Unruh Ave.	423	34	14382
74	Giordano St.	Goodson Dr.	END	330	26	8580
75	Perth Ave.	Ector St.	Temple Ave.	771	34	26214
76	Nantes Ave.	Flynn St.	END	677	28	18956
77	Nantes Ave.	Prichard St.	Temple Ave.	779	34	26486
78	Giordano St.	Willow Ave	END	586	28	16408
79	Sunkist Ave.	Nelson Ave.	Beckner St.	1314	34	44676
80	Larimore Ave.	Cadwell St.	Hayland St.	984	36	35424
81	Prichard St.	Foxworth Ave.	Duff Ave.	700	33	23100
82	Fifth St.	Temple Ave.	Victoria Ave.	367	26	9542
83	Park Rock Dr.	Main St.	END	942	36	33912
84	Flanner St.	0 W/Tonopah Ave.	END	624	33	20592
85	Ivanell Ave.	Prichard St.	Temple Ave.	723	27	19521
86	Rorimer St.	Chatterton Ave.	Turk Rd.	959	32	30688
87	Banbridge Ave.	Rorimer St.	Inyo St.	692	26	17992
88	Evanwood Ave.	Prichard St.	Temple Ave.	855	28	23940
89	Flynn St.	Goodson Dr.	Eldon Ave.	408	34	13872
90	Glenshaw Ave.	Prichard St.	Temple Ave.	861	34	29274

CITY OF LA PUENTE
CITYWIDE SLURRY SEAL FY 2020-21

No.	Street	Begin	End	Length FT.	Width FT.	SQ. FT.
91	Ivanell Ave.	Nantes Ave.	Temple Ave.	689	28	19292
92	Rorimer St.	Waringwood Rd.	Banbridge Ave.	581	27	15687
93	Beckner St.	Perth Ave.	END	744	28	20832
94	Roxham Ave.	Inyo St.	END	359	26	9334
95	Meeker Ave.	Beckner St.	END	453	24	10872
96	Tonopah Ave.	Temple Ave.	Beckner St.	612	34	20808
97	Foxworth Ave	Prichard St.	END	710	24	17040
98	San Jose Ave	Del Valle Ave.	END	625	22	13750
99	Holguin Place	San Jose Ave.	END	240	32	7680

CITY OF LA PUENTE
CITYWIDE SLURRY SEAL FY 2020-21 - ADDITIONAL STREETS

No.	Street	Begin	End	Length FT.	Width FT.	SQ. FT.
1	Aldgate Ave	Flagstaff St.	North END	497	26	12922
2	Appleblossom St	Inyo St.	Common Ave	1642	32	52544
3	Azalea Ct	Leverett Ave	West END	487	36	17532
4	Ballista Ave	Lawnwood St	Amar Rd	536	28	15008
5	Ballista Ave	Mulvane St	Loukelton St	307	32	9824
6	Cabana Ave	Nelson Ave	Beckner St.	1237	28	34636
7	Cadwell St	Fickewirth Ave	Ballista Ave	500	28	14000
8	Conlon Ave	Nelson Ave	Moccasin St.	785	28	21980
9	Ector St	Clintwood Ave	East END	343	26	8918
10	Fickewirth Ave	Amar Rd	South END	679	30	20370
11	Flagstaff St.	Cadbrook Dr	West END	151	28	4228
12	Flagstaff St.	Cadbrook Dr	East END	860	32	27520
13	Harmsworth Ave	Inyo St.	North END	680	32	21760
14	Hutchcroft St	Clintwood Ave	East END	341	26	8866
15	Klamath St	Hacienda Blvd	Ballista Ave	1161	34	39474
16	Laura Ave	Main St	Villa Park St	434	36	15624
17	League Ave	Beckner St	Temple Ave.	655	28	18340
18	League Ave	Mocassin St	Nelson Ave	784	28	21952
19	Maclaren St	Ferrero Ln	Chatterton Ave.	1522	32	48704
20	Marston Ave	Inyo St.	North END	682	32	21824
21	Melham Ave	Flagstaff St.	Unruh Ave.	973	26	25298
22	Mulvane St	Stimson Ave	Ballista Ave	829	32	26528
23	Orange Ave	Temple Ave	Homeward St	1284	36	46224
24	Villa Park St	Main St	Leverett Ave	1115	36	40140
25	Glendora Ave	Hacienda Blvd	Sierra Vista Ct	991	60	59460
26	Glendora Ave	Sierra Vista Ct	Temple Ave.	1006	60	60360
27	Hacienda Blvd	Temple Ave	Prichard St	783	76	59508
28	Hacienda Blvd	Prichard St	Nelson Ave	1062	80	84960
29	Temple Ave	Hacienda Blvd	Glendora Ave	1270	60	76200

CITY OF LA PUENTE
CONTRACT AGREEMENT
FOR
CITYWIDE SLURRY SEAL FY 2020-21
IN THE CITY OF LA PUENTE

This contract agreement is made and entered into for the above-stated project this 9th Day of February, 2021, by and between the City of La Puente, as AGENCY and Doug Martin Contracting Company Inc. as Contractor.

WITNESSETH that AGENCY and Contractor have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

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

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

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

Insurance shall name the City of La Puente, its officers, agents, and employees as additional insured by endorsement of the Contractor's policy. A copy of the

endorsement, showing policy limits, shall be provided to the AGENCY on or before signing this contract.

ARTICLE VII

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

ARTICLE VIII

BLANK

ARTICLE IX

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

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

Contractor: _____
(Signature)

Name and Title (Printed) _____

Contractor's License No. _____

Agency Business License No. _____

Federal Tax Identification No. _____

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

AGENCY: _____
Mayor of the City of La Puente

Attested: _____
City Clerk of the City of La Puente

Date _____

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

Date _____

FAITHFUL PERFORMANCE BOND
FOR
CITYWIDE SLURRY SEAL FY 2020-21
IN THE CITY OF LA PUENTE

KNOW ALL MEN BY THESE PRESENTS that Doug Martin Contracting Company Inc. as
CONTRACTOR and _____,
a corporation organized and existing under the laws of the State of _____,
and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto
the City of La Puente, as AGENCY, in the penal sum of Seven Hundred Sixty Thousand Two Hundred Forty-Seven Dollars and
Ten Cents (\$760,247.10), which is 100 percent of the total contract amount for the above-stated project, for the payment of
which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

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

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

Dated: _____

BIDDER: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title _____

SURETY: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title: _____

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

MATERIAL AND LABOR BOND
FOR
CITYWIDE SLURRY SEAL FY 2020-21
IN THE CITY OF LA PUENTE

KNOW ALL MEN BY THESE PRESENTS that Doug Martin Contracting Company Inc., as CONTRACTOR, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of La Puente, as AGENCY, in the penal sum of Seven Hundred Sixty Thousand Two Hundred Forty-Seven Dollars and Ten Cents (\$760,247.10), which is 100 percent of the total contract amount for the above-stated project, for payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

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

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

Dated: _____

BIDDER: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title _____

SURETY: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title: _____

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



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: February 9, 2021

From: Bob Lindsey, City Manager

By: Roxanne E. Lerma, Director of Community Services

SUBJECT: CONSIDERATION OF A SPACE USE AGREEMENT BETWEEN THE CITY OF LA PUENTE AND THE COUNTY OF LOS ANGELES FOR THE USE OF THE LA PUENTE COMMUNITY CENTER FOR COVID-19 WALK-UP TESTING

BACKGROUND

On March 4, 2020, County Board of Supervisors (“County”) declared a Local and Public Health Emergency (“Emergency”) following the introduction of COVID-19. As a result of such Emergency, the County is requesting to use space at the Community Center, located at 501 North Glendora Avenue, La Puente, as a walk-up testing location and has proposed a Space Use Agreement (“Agreement”) currently before the Council.

DISCUSSION

The proposed Agreement would allow the County the right to use the Community Center as a COVID-19 walk-up testing location. The hours of use would be between the hours of 10 a.m. to 4 p.m., Tuesday through Saturday. There shall be no cost to the County for this intended use of the location. The term of this Agreement is to be in effect until June 30, 2021. The City shall be responsible for the proper maintenance of the space and free wi-fi for the County. County shall be responsible for the setting up and shutting down of the testing location.

The proposed Agreement has a start date of February 4, 2021, with testing to begin February 10, 2021. The City Manager has executed the agreement on behalf of the City in accordance with the City’s procurement policy. However, the County acknowledges and agrees that this Agreement is subject to the ratification by the Council.

FISCAL IMPACT

None to minimal fiscal impact to the City. The City will not have dedicated staff being utilized at this walk-up testing site.

RECOMMENDATION

It is recommended that the City Council ratify the Space Use Agreement between the City of La Puente and the County of Los Angeles for the use of the La Puente Community Center for COVID-19 walk-up testing.

ATTACHMENTS

Attachment "A": Space Use Agreement by and Between the County of Los Angeles and the City of La Puente

**SPACE USE AGREEMENT
BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
LA PUENTE**

This Space Use Agreement ("Agreement") is made and entered into on this 2nd day of February, 2021 ("Effective Date") by and between the County of Los Angeles ("County"), a political subdivision of the State of California, on behalf of its Department of Health Services ("Department") and the city of La Puente for space located at the Community Center. ("Grantor").

RECITALS

WHEREAS, Grantor is a rightful possessor or occupant with a right to transfer use of certain facilities or other space ("Space") to County during the term of this Agreement; and

WHEREAS, on March 4, 2020, County's Board of Supervisors declared a Local and Public Health Emergency ("Emergency") following the introduction of the Coronavirus Disease 2019 ("COVID-19") cases in Los Angeles County; and

WHEREAS, as a result of such Emergency, (i) County desires to use the Space at certain times during the term of the Agreement for COVID-19 related services, including testing, and (ii) Grantor has no use for the Space during the term of each Engagement (as defined below) and, therefore, desires to permit County to use the Space for such purposes.

NOW THEREFORE, in consideration of the foregoing and mutual covenants set forth below, the parties hereto agree as follows:

1. SPACE USE

1.1 ENGAGEMENTS

For each consecutive period of time when County desires to use the Space in accordance with the terms of the Agreement ("Engagement"), County and Grantor will fill out and execute the form substantially similar to the form in Exhibit A (Engagement Order), which will include, among others, the specific Space location, duration of the Engagement and hours of use ("Hours of Use") of the Space by County and its Users (as defined below), responsibilities of each party during and relating to the Engagement and personnel administering the Engagement on behalf of each party. Each such executed form will be an "Engagement Order" for Space use under the Agreement.

SCOPE OF USE

Grantor hereby grants to County, including its officers, employees, agents, contractors and volunteers, as well as County's patients, clients, invitees, visitors and other users of the Space ("Users"), during the term of the Agreement, the right to enter onto, access, occupy and use the Space for the duration of the Engagement during the Hours of Use. Permissible uses of the

Space by County and the Users include COVID-19 testing, related services and supporting tasks. Notwithstanding Hours of Use specified in an Engagement Order, County and Grantor may agree in writing to different and/or additional Hours of Use for the Engagement, including time period and/or days for permissible uses of the Space by County and the Users.

1.2 GOOD CONDITION

At the conclusion of each Engagement, County will return the Space in the same condition it was received prior to the commencement of the Engagement, except for normal wear and tear and as otherwise agreed to by the parties. The parties shall cooperate with each other to address repair of damages to the Space caused by County or the Users during Engagements with no fault of Grantor. County will not make alterations to the Space, unless otherwise authorized by Grantor.

1.3 ADMINISTRATION OF AGREEMENT

Each party shall administer this Agreement and its performance through the representatives identified in Exhibit B (Administration of Agreement).

1.4 COMPENSATION

There is no cost to County for its or the Users' use of the Space during the term of this Agreement or during the set up or shutting down of the operational area at the Space.

2. TERM AND TERMINATION

2.1 TERM

The term of this Agreement shall commence upon the Effective Date (as defined above) and shall continue in full force and effect until and through June 30, 2021 ("Expiration Date"), unless sooner terminated as provided herein below or extended upon mutual agreement of the parties.

2.2 TERMINATION

2.2.1 TERMINATION FOR CONVENIENCE

This Agreement may be terminated by either party for convenience upon written notice to the other given at least ten (10) days prior to the requested termination date, provided, however, that Grantor may not terminate the Agreement for convenience during any executed, but incomplete Engagement. County may also terminate any executed Engagement Order before the completion of the Engagement.

2.2.2 TERMINATION FOR MATERIAL BREACH

Either party may also terminate this Agreement upon breach by the other party of any material provision of the Agreement, provided such breach continues for ten (10) days (or such additional time as the non-breaching party reasonably determines is required to cure the breach, so long as good faith steps are being taken to correct the breach) after receipt by the breaching party of written notice of such breach from the non-breaching party. For purposes of this paragraph, the parties shall take into consideration any Engagement that may be active at the time of the breach.

2.2.3 REGULATORY NON-COMPLIANCE

County may terminate this Agreement immediately upon written notice to Grantor in the event of Grantor's loss of any essential accreditation, license or permit required by law for permissible use

of the Space under this Agreement, which may substantially impact the ability of County or the Users to use the Space for intended purposes.

3. RESPONSIBILITIES

3.1 GRANTOR'S RESPONSIBILITIES

3.1.1 MAINTENANCE

Except as may otherwise be specified in an Engagement Order, Grantor shall be responsible for, and pay all costs of and incidental to, the proper maintenance of the Space, including but not limited to: utilities, including water, gas, electricity and internet access (free wi-fi for County and the Users, to the extent available); and, to the extent applicable, janitorial and cleaning services, maintenance of the building exterior, grounds, common areas and parking, trash collection and security, all in compliance with applicable standards, laws, regulations and ordinances. Grantor, therefore, agrees at its expense to keep and maintain the Space in good repair, including, to the extent applicable, the interior walls, floors, ceilings, ducts, utilities, air conditioning, heating, lighting, plate glass, plumbing, sprinkler system, exterior walls, electrical systems, doors, etc.

3.1.2 PARKING

Parking for accessing and entering the Space by County and the Users shall be provided at no cost and is included within the scope of this Agreement and each Engagement.

3.1.3 PERMITS

Each of County and Grantor shall obtain all applicable federal, state, county, local and other permits (building, fire, health and safety, environmental, etc.) necessary to fulfill the respective obligations under the Agreement and its purpose. Consistent with the foregoing, Grantor hereby grants to County and the Users a permit to use the Space for COVID-19 related services as specified in the Agreement and each applicable Engagement Order.

3.2 COUNTY'S RESPONSIBILITIES

Except as may otherwise be specified in an Engagement Order, County shall be responsible for setting up or shutting down the operational area at the Space, including moving equipment, etc.; maintaining County or its agents' owned or provided furniture, equipment, systems, etc.; appointing a designee to administer and oversee all COVID-19 related activities performed by County or its agents and serve as a day-to-day point of contact to Grantor; treatment and removal of biohazardous waste from the premises; and provision of COVID-19 service related products, including test kits.

4. INDEMNIFICATION

4.1 COUNTY INDEMNITY

To the extent allowable by law, County shall indemnify, defend, and hold harmless Grantor and its officers, employees, contractors and volunteers from and against any and all liability, loss, damage, expense, costs (including reasonable attorneys' fees) or claims for injury or property damages to the extent arising out of or in connection with County's acts and/or omissions arising from or related to this Agreement, including use of the Space by County or the Users, and

County's breach of the Agreement. This provision shall survive the expiration or termination of the Agreement.

4.2 GRANTOR INDEMNITY

To the extent allowable by law, Grantor shall indemnify, defend, and hold harmless County, including its officers, employees, agents, contractors and volunteers, and the Users against any and all liability, loss, damage, expense, costs (including reasonable attorneys' fees) or claims for injury or property damages to the extent arising out of or in connection with Grantor's acts and/or omissions arising from or related to this Agreement, including Grantor's obligations to maintain the Space, and Grantor's breach of the Agreement. This provision shall survive the expiration or termination of the Agreement.

5. INSURANCE

Each of County and Grantor, at its sole cost and expense, shall insure its activities and obligations in connection with this Agreement by obtaining, keeping in force and maintaining during the term of the Agreement a program of insurance, including self-insurance, that is comprised of all applicable and needed coverages with appropriate limits based on the scope of activities and obligations under the Agreement. Grantor hereby acknowledges that County is self-insured and consents to County's compliance with the insurance requirements under this Agreement by self-insurance.

6. INDEPENDENT STATUS

This Agreement is by and between County and Grantor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association as between County and Grantor. Each of County and Grantor understands and agrees to bear the sole responsibility and liability for administering the Workers' Compensation benefits to any person deemed legally entitled to such benefits for injuries arising from or connected with this Agreement.

7. NON-DISCRIMINATION

Grantor hereby assures that it shall not unlawfully discriminate, harass or allow harassment against any person, including, to the extent applicable, any employee, student or applicant, because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition, age, marital status, denial of family care leave or based on any other prohibited basis.

8. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996

Grantor expressly acknowledges and agrees that this Agreement does not require or permit access by Grantor or any of its officers, employees, contractors or agents to any information that is deemed Protected Health Information ("PHI") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Notwithstanding the foregoing, the parties acknowledge that in the course of this Agreement, Grantor or its officers, employees, contractors and/or agents may gain inadvertent access to PHI. Grantor understands and agrees that neither it, nor its officers, contractors, employees or agents, are to take advantage of such access for any purpose whatsoever.

Additionally, in the event of such inadvertent access, Grantor and its officers, employees, contractors and agents shall maintain the confidentiality of any information obtained and shall notify County that such access has been gained immediately, or upon the first reasonable opportunity to do so. In the event of any access, whether inadvertent or intentional, Grantor shall indemnify, defend, and hold harmless County, including its officers, employees, agents, and volunteers, from and against any and all liability, including but not limited to, actions, claims, costs, demands, expenses, and fees (including attorneys') arising from or connected with Grantor's or its officers', employees', contractors' or agents' access to PHI. Grantor agrees to inform its officers, employees, contractors and agents providing services related to the Space used by County and the Users pursuant to this Agreement regarding Grantor's obligations as described hereinabove.

9. GENERAL PROVISIONS

9.1 ASSIGNMENT

Neither County nor Grantor shall assign their rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other.

9.2 PUBLIC RECORDS ACT

This Agreement is subject to the California Public Records Act ("PRA") under California Government Code §§ 6250, et seq. In the event that a public disclosure request is made to view records related to this Agreement, County and Grantor will review such records to determine if full or partial disclosure or exemption is legally appropriate under the PRA. Grantor understands that for purposes of the PRA, records of a confidential nature should be clearly and appropriately marked as "Confidential", "Proprietary" and/or "Trade Secret". County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law or by an order issued by a court of competent jurisdiction.

9.3 SEVERABILITY

If any provision of this Agreement is held to be illegal, invalid or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

9.4 WAIVER

Waiver by either party of any breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach of the same or any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

9.5 INTERPRETATION

The Exhibits attached hereto and any executed Engagement Orders are incorporated herein by reference and made a part of this Agreement. In the event of any conflict or inconsistency

between the provisions of this base document (hereinafter "Base Agreement") and the Exhibits or any executed Engagement Orders or among Exhibits and the executed Engagement Orders, such conflict or inconsistency shall be resolved by giving precedence first to this Base Agreement, then to the Exhibits in alphabetical order and then to the executed Engagement Orders. Notwithstanding the foregoing, in the event of any conflict or inconsistency between County's or Grantor's responsibilities specified in the Agreement and any Engagement Order, the corresponding responsibilities specified in the Engagement Order shall prevail.

9.6 MODIFICATIONS AND AMENDMENTS

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties.

9.7 AUTHORITY

Each of County and Grantor represents and warrants that it has full power and authority to execute and fully perform its obligations under this Agreement and that each person executing this Agreement on its behalf is the duly designated agent of the party and is authorized to do so.

9.8 APPLICABLE LAW

Each of County and Grantor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances, directives and guidelines as they apply to each party's activities and obligations under the Agreement. This Agreement shall be governed in all respects by the laws of the State of California.

9.9 NOTICES

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail or by electronic mail and addressed to the persons identified in Exhibit B (Administration of Agreement).

9.10 ENTIRE AGREEMENT

The Agreement constitutes the entire agreement between the parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, and no other representations or understandings of the parties shall be binding unless executed in writing by all the parties.

9.11 EXECUTION OF AGREEMENT

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Space Use Agreement.

9.12 ELECTRONIC SIGNATURES

County and Grantor agree to consider facsimile and electronic versions of original signatures of authorized personnel of each party to have the same force and effect as original signatures, such that the parties need not follow up facsimile or electronic transmissions of executed documents with original wet-signature versions.

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IN WITNESS WHEREOF, County and Grantor by their duly authorized signatures have caused this Agreement to be effective on the Effective Date as defined above.

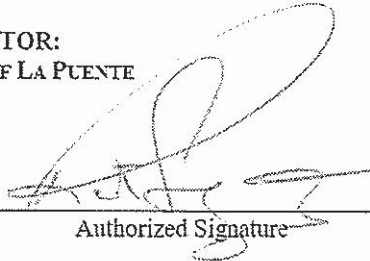
COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES

By  for
Authorized Signature

Name Christina R. Ghaly, M.D.

Title Director of Health Services

GRANTOR:
CITY OF LA PUENTE

By  for
Authorized Signature

Name Robert "Bob" Lindsey

Title City Manager

EXHIBIT A
ENGAGEMENT ORDER

ENGAGEMENT NO. H-708967-1

1. SPACE SPECIFICATIONS

SPACE NAME: Community Center – walk-up space
LOCATION/ADDRESS: 501 N. Glendora Av., La Puente, CA 91744
ENGAGEMENT DURATION: Target start date: February 4, 2021
HOURS OF USE: 10:00 am – 4:00 pm, Tuesday through Saturday

2. ADMINISTRATION OF ENGAGEMENT

COUNTY'S ENGAGEMENT ADMINISTRATOR

NAME:	Paula Siler
TITLE:	Clinical Nursing Director
PHONE NUMBER:	(626) 525-5293
EMAIL:	psiler@dhs.lacounty.gov
ADDRESS:	1000 S. Fremont St., 6 th Floor Alhambra, CA 91803

GRANTOR'S ENGAGEMENT ADMINISTRATOR

NAME:	Roxanne E. Lerma
TITLE:	Director of Community Services
PHONE NUMBER:	626.855.1534
EMAIL:	rlerma@lapuente.org
ADDRESS:	15900 E. Main St., La Puente, CA 91744

3. ENGAGEMENT RESPONSIBILITIES

3.1 COUNTY'S RESPONSIBILITIES

In addition to other responsibilities of County and/or in lieu of responsibilities of Grantor specified in the Agreement, County will be responsible for the following for the duration of this Engagement:

1. Providing oversight of testing operations.
2. Providing County point of contact.

3.2 GRANTOR'S RESPONSIBILITIES

In addition to other responsibilities of Grantor and/or in lieu of responsibilities of County specified in the Agreement, Grantor will be responsible for the following during the term of this Engagement:

1. Providing venue.
2. Providing electrical power.
3. Providing trash collection.
4. Providing restroom for testing staff.

APPROVED

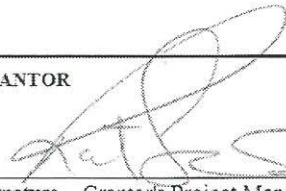
COUNTY OF LOS ANGELES  _____ Signature – County's Project Director / Manager Julio C. Alvarado Print Name Director, Contracts and Grants Division Title <u>02.02.2021</u> Date	GRANTOR  _____ Signature – Grantor's Project Manager Robert "Bob" Lindsey Print Name City Manager Title <u>02.02.2021</u> Date
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EXHIBIT B

ADMINISTRATION OF AGREEMENT

COUNTY'S ADMINISTRATION

AGREEMENT No. H- 708967

COUNTY'S PROJECT DIRECTOR:

Name: Julio C. Alvarado
Title: Director, Contracts and Grants Division
Address: 313 N. Figueroa Street, 6th Floor East, Los Angeles, CA 90012
Telephone: (213) 288-7819 Facsimile: (213) 250-2958
E-Mail Address: jalvarado@dhs.lacounty.gov

***COUNTY'S PROJECT MANAGER:**

Name: Clemens Hong, MD
Title: Director, Whole Person Care
Address: 313 N. Figueroa Street, 9th Floor, Los Angeles, CA 90012
Telephone: (617) 640-3454 Facsimile: N/A
E-Mail Address: chong@dhs.lacounty.gov

**Notices shall be sent to County's Project Manager, with a copy to County's Project Director.*

EXHIBIT B
ADMINISTRATION OF AGREEMENT

GRANTOR'S ADMINISTRATION

AGREEMENT No. H- 708967

GRANTOR'S PROJECT MANAGER:

Name: Roxanne E. Lerma
Title: Director of Community Services
Address: 15900 E. Main St., La Puente, CA 91744
Telephone: 626.855.1534 Facsimile: N/A
E-Mail Address: rlerma@lapuente.org

GRANTOR'S AUTHORIZED OFFICIAL: Name, title and contact information for the individual authorized to act on behalf of and bind the Grantor during the term of the Agreement.

Name: Robert "Bob" Lindsey
Title: City Manager
Address: 15900 E. Main St., La Puente, CA 91744
Telephone: 626.855.1501 Facsimile: N/A
E-Mail Address: blindsey@lapuente.org

NOTICES: Notices regarding the Agreement shall be sent to the following:

Name: Sheryl Garcia
Title: City Clerk
Address: 15900 E. Main St., La Puente, CA 91744
Telephone: 626.855.1503 Facsimile: N/A
E-Mail Address: sgarcia@lapuente.org



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: February 9, 2021

From: Bob Lindsey, City Manager

By: Victor Ponto, City Attorney

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

BACKGROUND

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

Pursuant to City Council direction, the law firm of Casso and Sparks negotiated a settlement of the lawsuit and in December 2019, the Plaintiff executed a settlement agreement, and the matter was dismissed with prejudice. In exchange for the dismissal, the City agreed to pay \$5,000.00 to the Family Safety Foundation, representing the reasonable attorney’s fees and litigation costs incurred by Plaintiff in the prosecution of this matter, and rescind the then-current ordinance. On February 11, 2020, the City Council directed staff to bring back a sex offender residency ordinance at a future Council meeting. A draft Sex Offender Residence Restrictions ordinance is attached for City Council consideration.

RECOMMENDATION

It is recommended that the City Council: (1) waive reading of Ordinance No. 21-971 and read by title only; and (2) introduce Ordinance No. 21-971, an Ordinance of the City of La Puente, California, Repealing Chapter 3.74 (Sex Offender Residence Restrictions) Of Title 3 (Public Safety And Morals) Of The La Puente Municipal Code In Its Entirety.

ATTACHMENTS

Attachment “A”: Ordinance No. 21-971

ORDINANCE NO. 21-971

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, ADDING CHAPTER 3.74 TO TITLE 3 (PUBLIC SAFETY AND MORALS) OF THE LA PUENTE MUNICIPAL CODE RELATING TO REGISTERED SEX OFFENDER RESIDENCY RESTRICTIONS

WHEREAS, on November 7, 2006, the voters of the State of California approved Proposition 83, the “Sexual Predator Punishment and Control Act,” commonly referred to as “Jessica’s Law,” so as to better protect Californians, and in particular, to protect California’s children from sex offenders; and

WHEREAS, Jessica’s Law, codified under California Penal Code section 3003.5 prohibits registered sex offenders from residing within 2,000 feet of any school or park where children regularly gather; and

WHEREAS, the California Supreme Court in *In re Taylor* (2015) 60 Cal.4th 1019 found Proposition 83 to violate the U.S. Constitution as applied in San Diego County, specifically finding that the distance restrictions in Jessica’s Law as applied effectively eliminated any realistic housing opportunities for sex offenders; and

WHEREAS, both the California Department of Corrections and Rehabilitation and Los Angeles County Sheriff’s Department are not currently enforcing the residency restrictions of Jessica’s Law based upon *In Re Taylor*; and

WHEREAS, the California Legislature has enacted numerous other regulations concerning the activities of registered sex offenders, including but not limited to, California Penal Code section 3003.6, which prohibits registered sex offenders who have committed an offense against a minor from residing, working and/or volunteering in a child day care facility or a home or facility that receives a placement for a child who is declared a dependent or ward of the juvenile court; and

WHEREAS, on January 10, 2014, the Fourth District of California issued a public opinion in the matter of *People v. Nguyen* (2014) 222 Cal.App.4th 1168, which: (1) determined that the State of California has “created a standardized statewide system” to regulate sex offenders and to “protect victim and potential victims from future harm” and (2) held that a local ordinance which exceeds the state law standards was impliedly preempted; and

WHEREAS, the California Supreme Court declined to review the *Nguyen* decision on April 28, 2014, making *Nguyen* citable as precedent in California; and

WHEREAS, in light of *Nguyen* and its binding determination that California has established a “statewide system” for regulating sex offenders, the City Council finds it appropriate to adopt the residency restrictions as codified in California Penal Code section 3003.6, and now desires to amend Title 3 (Public Safety and Morals) of the La Puente Municipal Code by adding Chapter 3.74, entitled “Sex Offender Residency Restrictions.”

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

Section 1. Findings.

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

Section 2. La Puente Municipal Code Amendment.

Chapter 3.74 of Title 3 of the La Puente Municipal Code is hereby added in its entirety as follows:

Section 3.74.010. Definitions.

- (a) “Child” or “children” means any person(s) younger than eighteen (18) years of age.
- (b) “Dependent child” shall mean and refer to a child subject to the jurisdiction of the juvenile court as defined in California Welfare and Institutions Code section 300.
- (c) “Registered sex offender” means any person who is required to register under California Penal Code section 290, regardless of whether or not that person is on parole or probation. For purposes of this chapter, “registered sex offender” includes those person(s) who have failed to register pursuant to California Penal Code section 290.
- (d) “Ward” shall mean and refer to a child subject to the jurisdiction of the juvenile court as defined in Welfare and Institutions Code sections 601 or 602.

Section 3.74.020. Prohibition.

Any registered sex offender who has committed an offense against a child is prohibited from residing, except as a client, working or volunteering at:

- (1) A child day care facility or children’s residential facility that is licensed by the State Department of Social Services, a home certified by a foster family agency, or a home approved by a county child welfare service agency; and,
- (2) A home or facility that receives a placement of a child who has been, or may be, declared a dependent child or ward of the juvenile court.

Section 3.74.030. Enforcement.

Any person who violates this chapter is guilty of a misdemeanor.

Section 3. Clerical Errors.

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

Section 4. Severability.

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

Section 5. Effective Date.

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

Section 6. Publication.

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

PASSED, APPROVED AND ADOPTED this ____ day of ____, 2021, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk

City of La Puente AGENDA REPORT



To: Mayor and City Council For meeting of: February 9, 2021

From: Bob Lindsey, City Manager

By: Roxanne E. Lerma, Director of Community Services

SUBJECT: PRESENTATION REGARDING A REVIEW OF COMMUNITY SERVICES
DEPARTMENT EVENTS AND PROGRAMS MODIFIED TO MEET STATE
AND COUNTY MANDATES IN RESPONSE TO THE COVID-19
PANDEMIC

BACKGROUND/DISCUSSION

The City of La Puente's Community Services Department will provide a presentation on the events and programs modified to meet State and County mandates in response to the COVID-19 pandemic.

FISCAL IMPACT

None.

RECOMMENDATION

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

ATTACHMENTS

None.



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: February 9, 2021

From: Bob Lindsey, City Manager

By: Roxanne E. Lerma, Director of Community Services

SUBJECT: COMMUNITY SERVICES DEPARTMENT UPDATE, PROGRAM PROPOSALS,
AND RECOMMENDATIONS

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 remains in place for the La Puente Community Center/Youth Learning Activity Center and the La Puente Senior Center.

At its meeting of October 13, 2020, the City Council approved 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, and (3) approved a drive thru Dia De Los Muertos event.

At its Special Meeting of November 19, 2020, the City Council approved implementing four (4) holiday themed programs for the community to help celebrate the spirit of the season. This included the (1) Decorating of City Hall and Main Street, (2) Holiday Lights on Main Street Event, (3) Zoom Visits with Santa, and (4) Letters to Santa.

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, 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 included the Senior Nutrition Program, the Summer Lunch Program, Passport Services, the Youth Activities Grant Program, Dia De Los Muertos Drive Thru Event, a Veteran's Day Drive Thru and holiday themed programming including the Holiday Lights on Main Street event that took place in December.

At this time Community Services Department is pleased to provide an update to the City Council of current programs being offered.

Passport Services: City staff is prepared to begin offering limited passport services on February 16th at the Youth Learning Activity Center. Passport services will be offered two days a week by appointment only. Social distancing will be practiced along with temperature checks, disinfecting between clients and social distancing markers/stickers reminding clients to maintain the standard 6 feet of separation will be in place. Appointments can be made online via the City's website or by calling the Youth Learning Activity Center. Passport services had been offered using this model from October to December but were suspended in response to the State of California's Stay at Home Order on December 10, 2020.

Tax Preparation at the La Puente Senior Center: Each year the American Association of Retired Persons ("AARP") offers free tax preparation services at the La Puente Senior Center. Due to social distancing requirement and to lessen the opportunities to spread the COVID-19 virus, the AARP will conduct a "drop off & pick-up" style service for tax preparation. Every Thursday, beginning in mid-February, individuals with appointments will drop off their tax information at the AARP booth located in the parking lot of the La Puente Senior Center. The information will be placed in a locked box that is monitored by AARP representatives. Clients will be contacted to pick up and finalize their tax forms once the work is complete. Appointments can be made over the phone by calling the La Puente Senior Center. The official start and end date for this service will be selected in the coming week.

Good Will Visits to Senior Citizens: Utilizing the items collected from the TeenVOICE program's Senior Essential Drive, the Community Services Department is organizing Good Will Visits to Senior Citizens living in the city to drop off care packages and provide an opportunity to connect Seniors with additional resources if requested. Staff is still working on collecting additional items and developing a resource sheet to be provided to the seniors during the visits. The target date to start the visits is March 1st with a plan to visit four (4) seniors a week.

Tiny Tot Graduation Drive By: Due to the pandemic, the 2020 Tiny Tot Graduation was cancelled. Staff is currently working on contacting the parents of the Tiny Tot class of 2020 to schedule a drive by for each Tiny Tot graduate to drop off their diplomas and goodies. City Council will be invited to participate as each Council Members' schedule allows.

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 two (2) program ideas and one (1) opening for consideration by the City Council. The proposals include a virtual egg scavenger hunt, a drive thru event and the reopening of the outdoor playground at La Puente Park.

Spring ColLEGGtion Scavenger Hunt: The Community Services Department is proposing the implementation of a virtual egg scavenger hunt that will take place on Instagram and Facebook. Local small businesses will be invited to participate in the egg hunt by displaying a large City provided cutout of an egg at the business that can be viewed from the window. Beginning Tuesday, February

23, 2021, one to two businesses will be featured each week with clues as to where the egg is “hidden.” Instagram and Facebook followers who “find” the egg will be encouraged to take a photo of the egg and post in on their page using the hashtag #LPColLEGGtion2021. Each participating business will be provided with 200 plastic eggs with a non-perishable surprise inside. Plastic eggs may be given to those who “find” the egg. Since egg supply is limited staff will not advertise this give-away.

Cost Estimate: The cost estimate to hold this program is approximately \$ 1,000.00.

EGGstravaganza Drive Thru: Due to the success of the Dia de los Muertos, Veterans Day and Holiday Lights on Main Street events, the Community Services Department is proposing a Spring EGGstravaganza Drive Thru event for Saturday, April 3, 2021 from 10:00am to 1:00pm in lieu of the traditional Spring Egg Hunt. The event would include street closures to designate a driving route following the same closure used for the Holiday Lights on Main Street event. The Community Services Department will coordinate with local community groups, youth sports groups and businesses to host stops along the route that follow social distancing protocols. Groups and businesses can give out information, flyers, or prepackaged items to the participants in each vehicle. This event will follow Los Angeles County’s Protocols Established for Vehicle Based Parades or Drive Thru Events (Attachment A).

Cost Estimate: The cost estimate to hold this event is approximately \$ 9,000.00.

Reopening the Playground at La Puente Park: Los Angeles County is allowing for outdoor playgrounds to reopen at public parks. At this time, staff is recommending that Council consider opening the playground at La Puente Park following the guidelines outlined in the County of Los Angeles Department of Public Health Order of the Health Office regarding Reopening Protocol for Outdoor Playgrounds (Attachment B) which include physical distancing and mask requirements along with infection control requirements. Signage will be posted that reminds visitors of these requirements based on the template provided by the County in Attachment B. Staff is recommending that playground hours are temporarily modified to 10:00am to 5:30pm and to assign playground monitors to supervise and ensure that protocols are being followed. In addition, the Community Services Department will set up a “Playground Check-In Station” that will have hand sanitizer readily available. Staff is proposing that the City Council set the reopening of the playground for Monday, February 22, 2021.

FISCAL IMPACT

Portions of the expenses related to the spring programming ideas are beyond the Special Events line item in the Fiscal Year 2020-2021 budget. Additional money will need to be allocated.

RECOMMENDATION

It is recommended that the City Council approve and/or provide directions as appropriate for: (1) Spring ColLEGGtion Scavenger Hunt; (2) EGGstravaganza Drive Thru; and (3) Reopening the Playground at La Puente Park.

ATTACHMENTS

Attachment “A”: Los Angeles County Department of Public Health Appendix G: Protocol for Vehicle-Based Parades

Attachment “B”: Los Angeles County Department of Public Health Reopening Protocol for Outdoor Playgrounds

Novel Coronavirus (COVID-19)

Los Angeles County Department of Public Health APPENDIX G: Protocol for Vehicle-Based Parades

Recent Updates:

9/4/20: Vehicle parades can be used for non-charity events as well. Packaged candy and non-perishable pre-packaged food items can be given out as part of treat bags.

The County of Los Angeles Department of Public Health is adopting a staged approach, supported by science and public health expertise, to allow for people to start to use public spaces again in ways that will limit the risk of exposure to COVID-19. In order to celebrate or acknowledge individuals, accomplishments, or participate in events, the County is now allowing Vehicle-Based Parades or drive through events. During the COVID-19 pandemic, it is crucially important that the Host of the Vehicle-Based Parade or Drive Thru Event and all participants observe and adhere to the following Public Health requirements, in Order to keep the risk of exposure to COVID-19 low.

Vehicle-Based Parades or Drive Thru Events Must Comply with the Following Protocols:

1. The Vehicle-Based Parade or Drive Thru Event must have a designated Host who is responsible for ensuring compliance with this Protocol during the event.
 - a. A Vehicle-Based Parade is an event where, during the entirety of the event, every participant, excluding the Host, Personnel, and security, except as expressly provided herein, remains in a fully enclosed motorized vehicle with the seat belt fastened and where all occupants of each enclosed vehicle are members of a single household. For clarity, an enclosed vehicle does not include a motorcycle, a convertible with the top open, a vehicle with no doors, or a bicycle.
 - b. The Vehicle-Based Parade must have a designated organizational host who is responsible for ensuring compliance with this Order during the event ("Host"). Only those personnel of the organization necessary to facilitate the parade/drive thru event and to ensure compliance with this Order can be present ("Personnel").
 - c. The Host must ensure participants, Personnel and security services adhere to the Face Covering and Social (Physical) Distancing Requirements.
 - d. The Host is responsible for planning the Vehicle-Based Parade event in a manner that complies with all ordinances, permitting requirements, traffic control requirements, and laws of the city or other locality where the event is held.
2. For gatherings of more than 20 vehicles, the Host must, at its own cost, arrange for and provide security sufficient to ensure compliance with the Order and address any traffic and safety issues. The amount of security necessary shall be determined by the entity providing security but should be no more than that deemed necessary to maintain safety and ensure compliance with the Order. The Host may arrange for a local law enforcement agency with primary jurisdiction over the location of the event (the "Agency") to provide security and pay the associated costs established by the Agency.
3. The Host must develop a parade or drive thru event plan that includes all the elements noted in the Event Plan section below. The Host should confer with the city and local law enforcement agency prior to creating an event plan.

Novel Coronavirus (COVID-19)

Los Angeles County Department of Public Health APPENDIX G: Protocol for Vehicle-Based Parades

4. Only those personnel of the organization who are necessary to assist the Host with the Vehicle-Based Parade can be present outside of their vehicles, except as expressly provided below. All personnel assisting the Host, and the Host, must use a cloth face covering whenever in contact with others.
5. Participating vehicles cannot exceed their maximum occupancy.
6. The Vehicle-Based Parade must proceed by invitation only, with the participating vehicle limit tied to the capacity size of the location, as approved by the local jurisdiction or local law enforcement agency.
7. The Vehicle-Based Parade must take place in an outside location large enough to accommodate the amount of cars invited to line-up as part of the event. Spacing between vehicles must be sufficient to allow for emergency entry and exit.
8. If the event location is not the property of the Host, the Host must provide the property owner a copy of the Event Plan and obtain written permission or agreement to use the location that specifically acknowledges receipt of the Event Plan.
9. The occupants of a vehicle must be members of the same household or living unit. Participants cannot change vehicles during the parade.
10. If any of the windows on a vehicle is open, the occupants of the vehicle must wear a face covering when approached by event organizers, Personnel, Security, or the Host.
11. The Host may provide a document or item to one vehicle parade participant at a time, or carry away charitable donations, but must do so while adhering to face covering requirements. One person in each vehicle may, as permitted by the Host and adhering to face-covering requirements, leave the vehicle to receive or pick-up items, or charitable donations, one vehicle at a time.
12. Occupants of a participating vehicle cannot leave their vehicles except for emergency purposes, to use restroom facilities or as permitted by the Host for brief periods of time (to drop off or pick up items, or to receive a diploma) one vehicle at a time. While outside of the vehicle, participants must use a cloth face covering and remain as distanced from the Host and Host's personnel as possible.
13. If the Host of the event makes toilet facilities available during the event, they must be sanitized by the Host or Personnel on a regular basis. Markers should be set up to indicate appropriate physical distancing for any line that forms for the restroom. A maximum of 5 people should be allowed to wait in line.
14. Any items or food and drink related trash brought by occupants of a vehicle must remain in the vehicle. No sales of any items or food is permitted during the parade. Packaged candy or other prepackaged non-perishable food can be distributed as part of treat bags.

EVENT PLAN:

1. The Event Plan should be developed by the Host and prior to inviting persons to participate in the Vehicle-Based Parade event.
2. The Event Plan must also be provided in advance to each invitee and to the local jurisdiction if such jurisdiction has a permitting process.
3. The Event Plan must also be posted prominently at the gathering location and must include the following, as applicable:



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Los Angeles County Department of Public Health

APPENDIX G: Protocol for Vehicle-Based Parades

- a. Host contact information, including cell phone number and e-mail address
- b. The total number of Personnel needed to facilitate the event
- c. The estimated number of participating vehicles and the estimated length of time the event will last, as approved by the local jurisdiction.
- d. How the vehicles will line up for entry into the Host's designated location.
- e. How the arrangement of vehicles will allow for sufficient space to permit emergency entrance and exit from the vehicles.
- f. How the Host, Personnel, and security will monitor the event so that only the occupants of one vehicle are allowed to exit their vehicle at a time during the event (except for toilet facility use and emergency).
- g. If applicable, how the Host or Personnel will monitor the line at the restrooms to ensure Social Distancing Requirements are being met and no more than 5 people are waiting in line.
- h. If applicable, how the Host or Personnel will ensure the bathrooms will be disinfected between uses.
- i. The name of the security company (or if the Host already employs security, it may use its existing security officers and identify those employees) or Agency, how many security officers will be used, and how security will ensure compliance with this Order.

Know where to get reliable information

Beware of scams, false news and hoaxes surrounding novel coronavirus. Accurate information, including announcements of new cases in LA County, will always be distributed by Public Health through press releases, social media, and our website. The website has more information on COVID-19 including FAQs, infographics and a guide to coping with stress, as well as tips on handwashing

- Los Angeles County Department of Public Health (LACDPH, County)
 - <http://publichealth.lacounty.gov/media/Coronavirus/>
 - Social media: @lapublichealth

Other reliable sources of information about novel coronavirus are:

- California Department of Public Health (CDPH, State)
 - <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/Immunization/nCOV2019.aspx>
- Centers for Disease Control and Prevention (CDC, National)
 - <http://www.cdc.gov/coronavirus/novel-coronavirus-2019.html>

If you have questions and would like to speak to someone call the Los Angeles County Information line 2-1-1 which is available 24 hours a day.

Reopening Protocol for Outdoor Playgrounds

Recent Updates:

11/23/20: Updated to clarify that outdoor playgrounds located in residential settings that are not open to the public may reopen. Playgrounds need not be operated by city, state, county or federal government in order to reopen for use.

The County of Los Angeles Department of Public Health is adopting a staged approach, supported by science and public health expertise, to allow certain venues to safely reopen. The requirements below are specific to Outdoor Playgrounds permitted to be open by the Order of the State Public Health Officer. In addition to the conditions imposed on these specific venues by the Governor, these venues must also be in compliance with the conditions laid out in this Checklist.

This protocol applies to outdoor playgrounds located in parks, campgrounds, and other locations. Indoor playgrounds and family entertainment centers are not currently allowed to open.

An outdoor playground is defined as those playgrounds which are located fully outdoors, , free for entry and use, designed primarily to serve nearby residents within a half a mile and typically includes recreational equipment, like play structures, slides, swings, etc. intended to enrich children's physical health and development. Outdoor playgrounds can provide state-mandated outdoor space for preschools, but their use should be scheduled in advance to avoid overlap with the public or with other schools.

City and County agencies reserve the right to keep a playground closed if infection control or physical distancing requirements cannot be safely adhered to.

Please note: This document may be updated as additional information and resources become available so be sure to check the LA County website <http://www.ph.lacounty.gov/media/Coronavirus/> regularly for any updates to this document and related guidance.

This checklist covers:

- (1) Workplace policies and practices to protect employee health
- (2) Measures to ensure physical distancing
- (3) Measures to ensure infection control
- (4) Communication with employees and the public
- (5) Measures to ensure equitable access to critical services

These five key areas must be addressed as your facility develops any reopening protocols.

All Outdoor Playgrounds covered by this guidance must implement all applicable measures listed below and be prepared to explain why any measure that is not implemented is not applicable.

Facility name:

Facility Address:

A. MEASURES TO ENSURE PHYSICAL DISTANCING

- ☐ For play structures or areas that can hold more than 1 child, consider marking with tape or other visual indicators to help children assess whether they are 6 feet apart.
- ☐ Caregivers/Adults are reminded that they are required to keep children from different households at least 6 feet apart.
- ☐ If there is a pre-scheduled activity that will access the playground, the playground must be closed to the broader public during that time.
- ☐ Childcare programs, schools, out-of-school time programs and other programs for children and youth where children must remain in cohorts may not use playgrounds during times when they are open to the public. However, if the playground operator permits, the childcare, school or other program may reserve a time for the exclusive use of the playground by the program. While on the playground, cohorts must maintain separation and avoid mixing.

B. MEASURES FOR INFECTION CONTROL

- ☐ Visitors arriving at the playground are reminded through posted signs to wear a face covering at all times while at the playground. This applies to all adults and to children 2 years of age and older. Only individuals who have been instructed not to wear a face covering by their medical provider are exempt from wearing one but should consider the risks to themselves and others before deciding to come to an outdoor playground.
- ☐ [Signage](#) should also be posted at the playground stating that visitors with symptoms should not enter the premises.
- ☐ To the extent feasible, provide handwashing stations or sanitizer to facilitate hand hygiene, especially during times of heavy usage. Use a hand sanitizer containing (60% ethanol or 70% isopropanol). Never use hand sanitizers with methanol due to its high toxicity to both children and adults.
- ☐ Parents, caregivers, and adult supervisors should be prepared to provide hand sanitizer to their children before and after use of playground equipment.
- ☐ When choosing cleaning chemicals, playground operators should use products approved for use against COVID-19 on the Environmental Protection Agency (EPA)-approved N list and follow product instructions. Use disinfectants labeled to be effective against emerging viral pathogens, diluted household bleach solutions (5 tablespoons per gallon of water), or alcohol solutions with at least 70% alcohol that are appropriate for the surface. Provide employees training on manufacturer's directions and Cal/OSHA requirements for safe use. Workers using cleaners or disinfectants should wear gloves and other protective equipment as required by the product.
- ☐ Make sure all workers have been trained to use and have an adequate supply of all-purpose cleaners and disinfectants, when needed.

C. MEASURES THAT COMMUNICATE TO THE PUBLIC

- ☐ Online outlets of the playground (website, social media, etc.) provide clear information about, current protocols, required use of face coverings, infection control practices and physical distancing requirements.
- ☐ Facility operators should post signage at all outdoor playgrounds to remind visitors of the following physical distancing and infection control requirements:

COUNTY OF LOS ANGELES DEPARTMENT OF PUBLIC HEALTH
ORDER OF THE HEALTH OFFICER



- Everyone 2 yrs of age or older should wear a face covering at all times while at the playground
- Stay home if you are sick with fever, cough, shortness of breath or difficulty breathing.
- No eating or drinking is allowed at the playground, to ensure face masks are worn at all times.
- Adults or Caregivers are required to monitor their children and ensure that they maintain at least 6 feet of distance from others that are not part of their household.
- Wash or sanitize hands before and after your visit to the playground.
- Visits should be limited to 30 minutes when others are in the playground.
- Elderly individuals and those persons with underlying medical conditions should be reminded to avoid the playground when others are present.

Any additional measures not included above should be listed on separate pages, which the business should attach to this document.

You may contact the following person with any questions or comments about this protocol:

Business Contact Name:

Phone number:

Date Last Revised:



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: February 9, 2021

From: Bob Lindsey, City Manager

By: Roxanne E. Lerma, Director of Community Services

SUBJECT: DISCUSSION AND DIRECTION REGARDING THE LA PUENTE PARK MASTER PLAN PHASE I COMPLETION ITEMS AND INTIAL ITEMS FOR PHASE II

BACKGROUND

At its meeting of February 12, 2019, the City Council approved the La Puente Park Master Plan ("Plan"). The purpose of the Plan is to set appropriate standards for service, to document a comprehensive graphic record of the process, and provide a guiding document for the future that is reflective of the entire parks and recreation system in La Puente and based on the needs of the residents and visitors. The Plan also has a phasing and financial component that will assist the City in applying for grants to help fund the parks improvements that are outlined in the Plan.

In April 2020, renovation of the existing athletic fields on the west side of the park commenced as part of Phase I. This included the striping and separating the existing dead turf, ripping and rototilling the soil, adding soil amendments, relocating the existing softball field, laser leveling, fencing and new lighting. With the west side of the park near completion, city staff is working with the La Puente Park Master Plan and Youth Programming Ad Hoc Committee ("Ad Hoc") to finalize the west side of the park and to begin focusing on the east side of the park.

DISUCSSION

The Ad Hoc Committee met on Friday, January 29, 2021 to review the progress of Phase I of the Plan- west side of the park, provide input regarding the remaining work to be completed in Phase I, and to provide recommendations for the initial steps for Phase II of the Plan- east side of the park. The Ad Hoc requested a listing of the remaining items for Phase I along with cost estimates and potential funding sources for City Council's consideration. Table 1 below illustrates the remaining items for Phase I.

Table 1

Remaining Items for Phase I (West Side)	Cost Estimate	Funding Source
Drinking Fountains (4)	36,000.00	General Fund
Batting Cage Netting	7,500.00	General Fund
New Sod (Hacienda/Temple)	12,750.00	General Fund
Flag Pole	6,000.00	General Fund
Palm Trees (Baseball Field)	6,000.00	General Fund
Foul Ball Netting	4,000.00	General Fund
Relocate Gas Meter @ Main Yard	5,000.00	General Fund
Basketball Fencing (Southside)	26,000.00	General Fund
Remove Concrete Picnic Table	\$2,500	General Fund
Remove Concrete Slabs	7,500.00	General Fund
EV Chargers (Electrical)	4,000.00	General Fund
Park Benches (12)	24,000.00	General Fund
Scoreboard Installation (5)	15,000.00	General Fund
Snack Bar Exterior Painting	15,000.00	General Fund
Dugout Covers	2,500.00	General Fund
Maintenance Yard Equipment Shed	85,000.00	General Fund
Maintenance Yard Equipment Shed Concrete	144,000.00	General Fund
Service Road to Maintenance Yard	479,000.00	General Fund/Measure W

The Ad Hoc also provided input regarding the initial steps of Phase II which includes the submittal of the soccer fields for Measure A funding to Los Angeles County, relocating the T-ball fields and the possibility of the repurposing the large picnic shelter and keeping it at its current location. The Ad Hoc requested that staff prepare a listing of the items for the initial steps of Phase II for City Council's consideration. Table 2 below illustrates the initial recommended actions to take for the construction of Phase II.

Table 2

Initial Steps for Phase II (East Side)	Cost Estimate	Funding Source
Grade T-Ball Field (2)	2,000.00	General Fund
T-Ball Fields (2)	10,000.00	General Fund
Soccer Fields (2)	300,000.00	Measure A
Soccer Field Lighting	150,000.00	Measure A

FISCAL IMPACT

The total cost for the remaining items for Phase I of the La Puente Park Master Plan as illustrated in Table 1 is \$881,750.00 which will be funded utilizing a combination of General Fund (\$581,750) and Measure W (\$300,000). The total cost for the initial steps for Phase II of the La Puente Park Master Plan as illustrated in Table 2 is \$462,000.00 which will be funded utilizing a combination of General Fund (\$12,000) and Measure A (\$450,000).

RECOMMENDATION

It is recommended that the City Council: (1) authorize staff to move forward with the remaining items for Phase I of the La Puente Park Master Plan; and (2) authorize staff to move forward with the initial steps of Phase II of the La Puente Park Master Plan.

ATTACHMENTS

None.