



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.**



LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
COUNCIL CHAMBERS
15900 EAST MAIN STREET, LA PUENTE
FEBRUARY 23, 2021
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 and Update by the Los Angeles County Sheriff's Department Regarding Crime Statistics

Presentation by Alta Design on Safe Routes to Schools Master Plan

Introduction of LEAD Students Participating in the City Council Meeting

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 FEBRUARY 9, 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 February 9, 2021.

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None

C. UNFINISHED BUSINESS OF THE CITY COUNCIL – None

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

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

D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT REGISTER NO. 1503

Staff Recommendation: It is recommended that the City Council and Successor Agency adopt Resolution No. 21-5612 approving Warrant Register No. 1503.

D-2 PRESENTATION OF JANUARY 2021 INVESTMENT REPORT

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

D-3 PRESENTATION OF JANUARY 2021 REQUISITION REPORT

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

D-4 SECOND READING OF 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

Staff Recommendation: It is recommended that the City Council adopt Ordinance No. 21-970, an Ordinance of the City of La Puente, California, Adding 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.

D-5 SECOND READING 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 adopt 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.

D-6 CONSIDERATION OF A RESOLUTION AMENDING THE FISCAL YEAR 2020/21 CAPITAL BUDGET TO INCREASE APPROPRIATIONS FOR THE LA PUENTE PARK MASTER PLAN PROJECT

Staff Recommendation: It is recommended that the City Council adopt Resolution No. 21-5613, amending the adopted Capital Budget for Fiscal Year 2020/21 in the amount of \$1,014,750.

- D-7 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH RRM DESIGN GROUP FOR THE PREPARATION AND CERTIFICATION OF THE 5TH AND 6TH CYCLE HOUSING ELEMENTS AND ASSOCIATED ENVIRONMENTAL DOCUMENTS IN THE AMOUNT OF \$172,880

Staff Recommendation: It is recommended that the City Council: (1) approve the Agreement with RRM Design Group, for preparation of the 5th and 6th Cycle Housing Elements and associated environmental documents in the amount of \$172,880; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

- D-8 CONSIDERATION OF A CHANGE ORDER WITH FEC ELECTRIC, INC. FOR PHASE 3 ELECTRICAL IMPROVEMENTS AT LA PUENTE PARK IN THE AMOUNT OF \$59,267.00

Staff Recommendation: It is recommended that the City Council approve the change order with FEC Electric, Inc. in the amount of \$59,267.00 for Phase 3 electrical improvements at La Puente Park.

- D-9 CONSIDERATION AND APPROVAL OF AN AGREEMENT FOR CITY ATTORNEY SERVICES WITH OLIVAREZ MADRUGA LEMIEUX O'NEILL, LLP

Staff Recommendation: It is recommended that the City Council approve the agreement with Olivarez Madruga Lemieux O'Neill, LLP for City Attorney Services.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

- E-1 PRESENTATION OF JANUARY 2021 BUDGET REPORT

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

- E-2 DISCUSSION AND DIRECTION REGARDING RECOMMENDATIONS FOR THE CITY OF LA PUENTE'S PUENTE PRIDE COMMISSION AND EDUCATION COMMISSION

Staff Recommendation: It is recommended that the City Council: (1) move forward with the recommendations outlined in the recommendation list except for items 6 and 7; (2) allow for the Puente Pride Commission to provide input on items 6 and 7 at its first meeting after appointments have been made; (3) direct staff to begin the recruitment process for the Puente Pride Commission and Education Commissions; and (4) re-establish the Ralph Osborne Memorial Award for Outstanding Volunteer Service.

- E-3 INTRODUCTION AND CONSIDERATION OF AN ORDINANCE OF THE CITY OF LA PUENTE, CALIFORNIA, SETTING THE CONTRIBUTION LIMITS OF THE POLITICAL REFORM ACT OF 1974 AS APPLICABLE IN THE CITY OF LA PUENTE (AB 571)

Staff Recommendation: It is recommended that the City Council: (1) waive reading of Ordinance No. 21-972 and read by title only; and (2) introduce Ordinance No. 21-972, an Ordinance of the City of La Puente, California, Adding Section 40 of Chapter 2.32 (Municipal Elections) of the La Puente Municipal Code Related to Campaign Contribution Limits.

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. Community Safety and Welfare	Argudo/Quinones

AB 1234 REPORTS

ORAL COMMENTS FROM COUNCIL

ORAL COMMENTS FROM STAFF

ADJOURNMENT

AVAILABILITY

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

AMERICANS WITH DISABILITIES

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

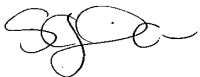
MEETING TIMES

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

CERTIFICATION

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

Dated this 18th day of February, 2021.



Sheryl Garcia, MMC, CPM
City Clerk

La Puente

Safe Routes to School Plan



La Puente City Council Meeting
February 23, 2021



alta



alta

Project Branding/Identity



Project Background & Goals

Related Initiatives

- Previous SRTS Improvements
- Highway Safety Improvement Program pedestrian safety projects
- SGV Regional Active Transportation Plan (2019)
- ADA Transition Plan (2018)
- Parks Master Plan (2018)
- SGV Aquatic Center on the Temple Academy site
- Project L.E.A.D.



Project Scope of Work

1. Stakeholder Engagement

1. Survey & Interactive Web Map
2. Social Media
3. Community Workshops/Events
4. School Core Team Meetings

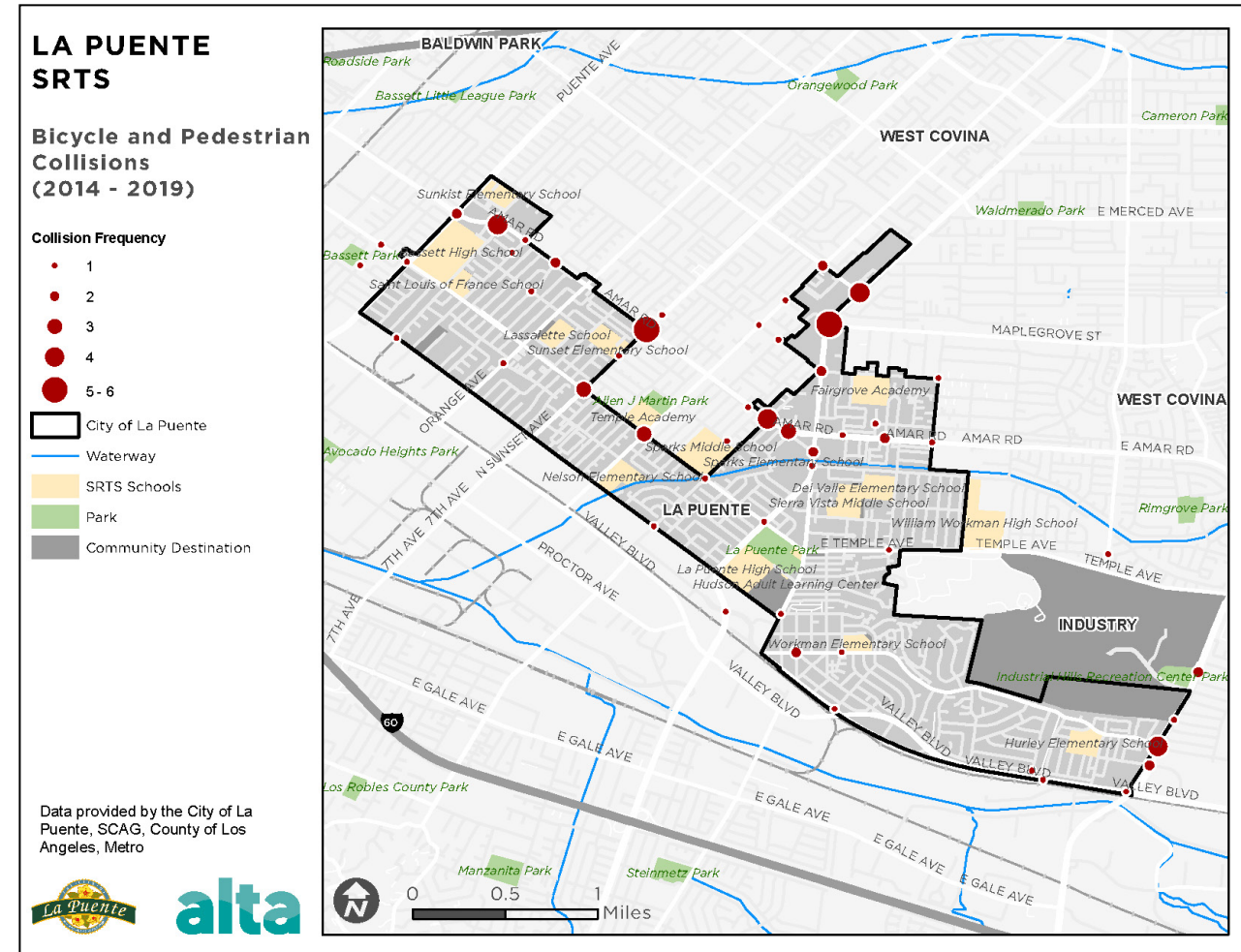
2. Data Collection

1. Bicycle & Pedestrian Trips
2. Collision History
3. Walkability/Bikeability Audits
4. Suggested Route Maps

3. Implementation Strategy

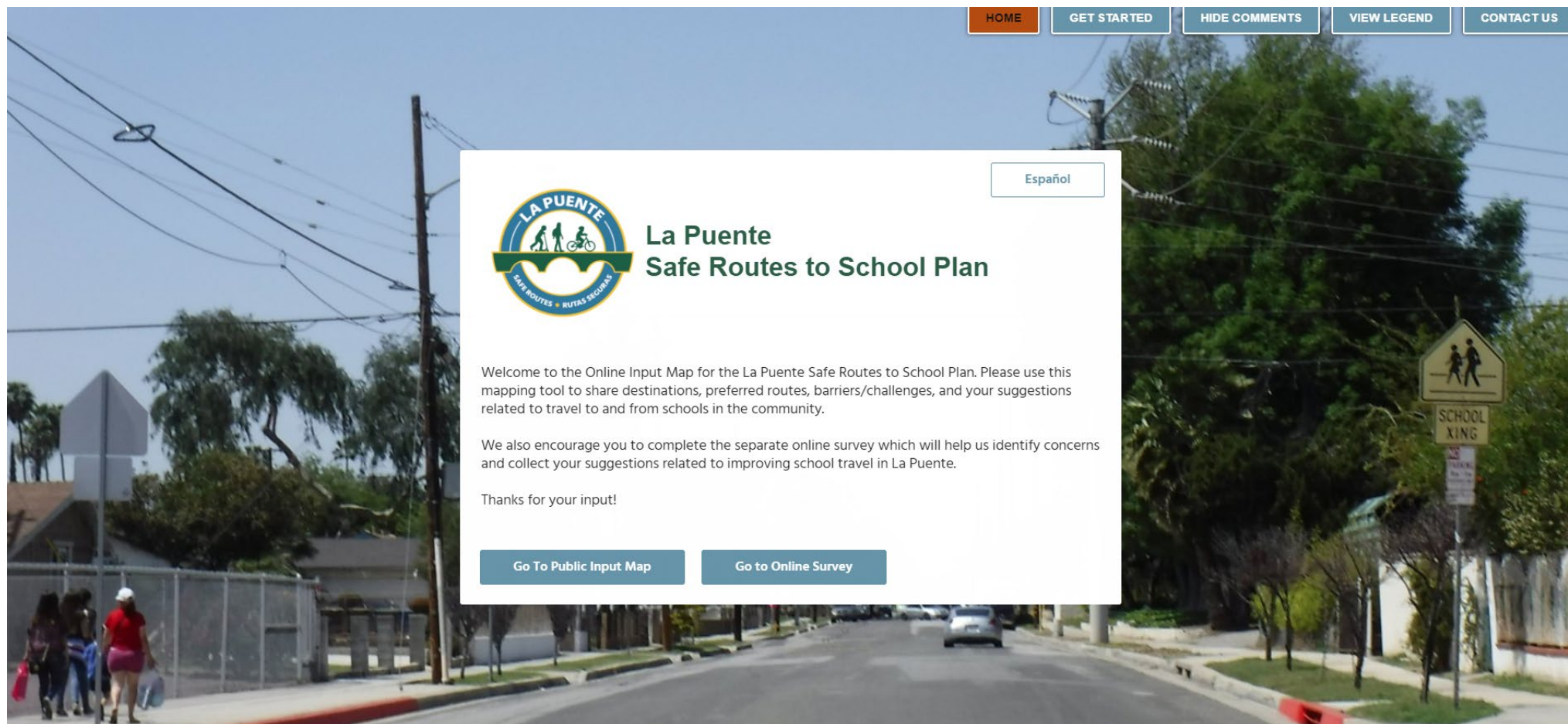
1. Prioritized Improvement Maps & Project List
2. Cost Estimates & Funding Strategies
3. Non-Infrastructure Programs

4. Final Safe Routes to School Plan





Interactive Web Map



<https://lapuentesrts.altaplanning.cloud/#/>



Interactive Web Map

Tell us about barriers and challenges

Use the buttons below to tell us about barriers and other challenges to school travel in La Puente.

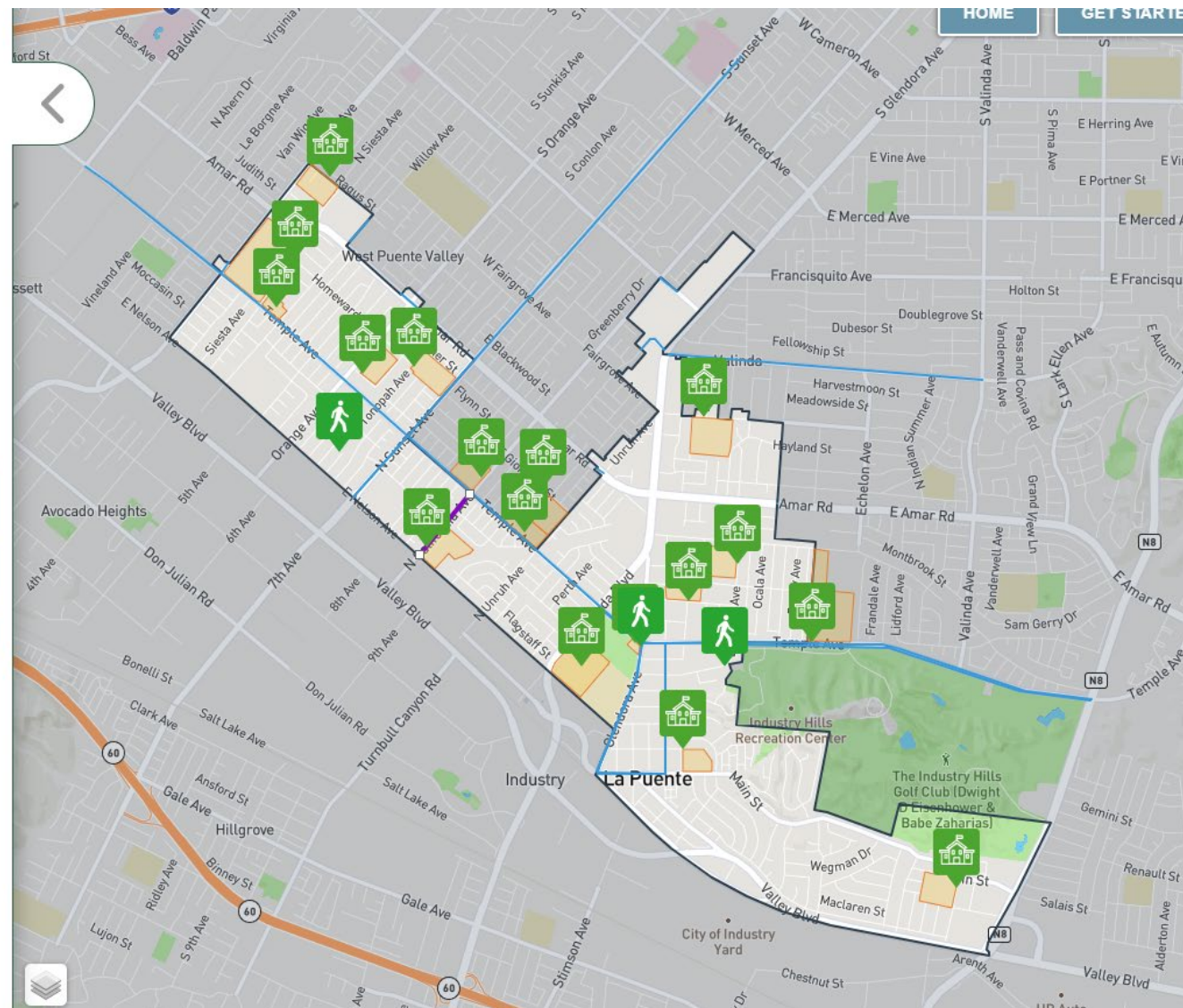
Add a walking/rolling/wheelchair barrier

Add a biking barrier

Add other barrier

Previous

Next





Interactive Web Map

Tell us about barriers and challenges

Use the buttons below to tell us about barriers and other challenges to school travel in La Puente.

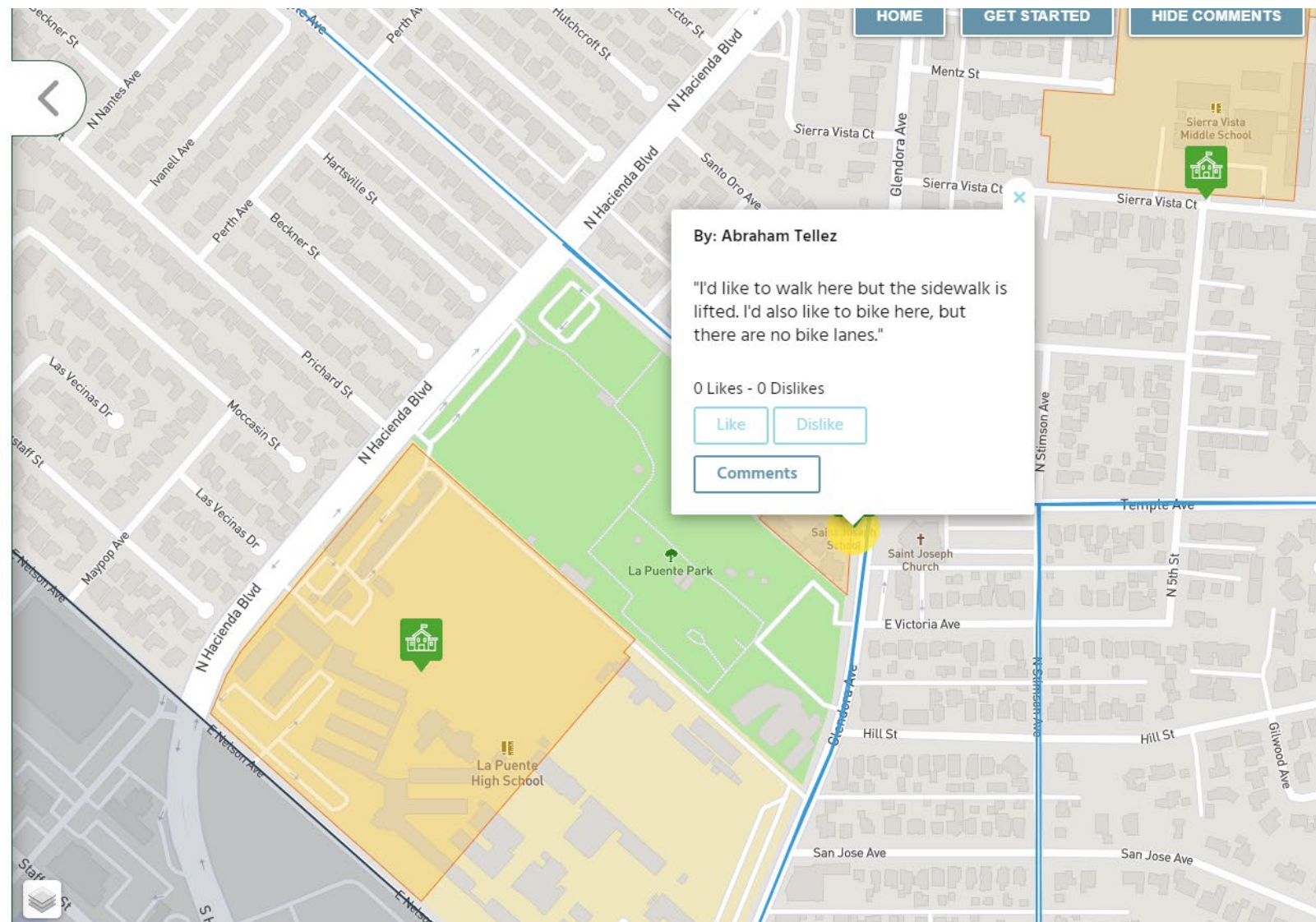
Add a walking/rolling/wheelchair barrier

Add a biking barrier

Add other barrier

Previous

Next



Walkability/Bikeability Audits



Hazard Elementary School Suggested Walking & Biking Route

Existing Bike Lane
 Planned Shared-Use Path
 Planned Bike Lane
 Planned Bike Route
 School Enrollment Boundary
 Suggested Walking/Biking Route
 Suggested Walking/Biking Direction
 Marked Crosswalk
 Signalized Intersection
 Stop Sign
 Crossing Guard
 School Access Point

0 500 1,000 Feet

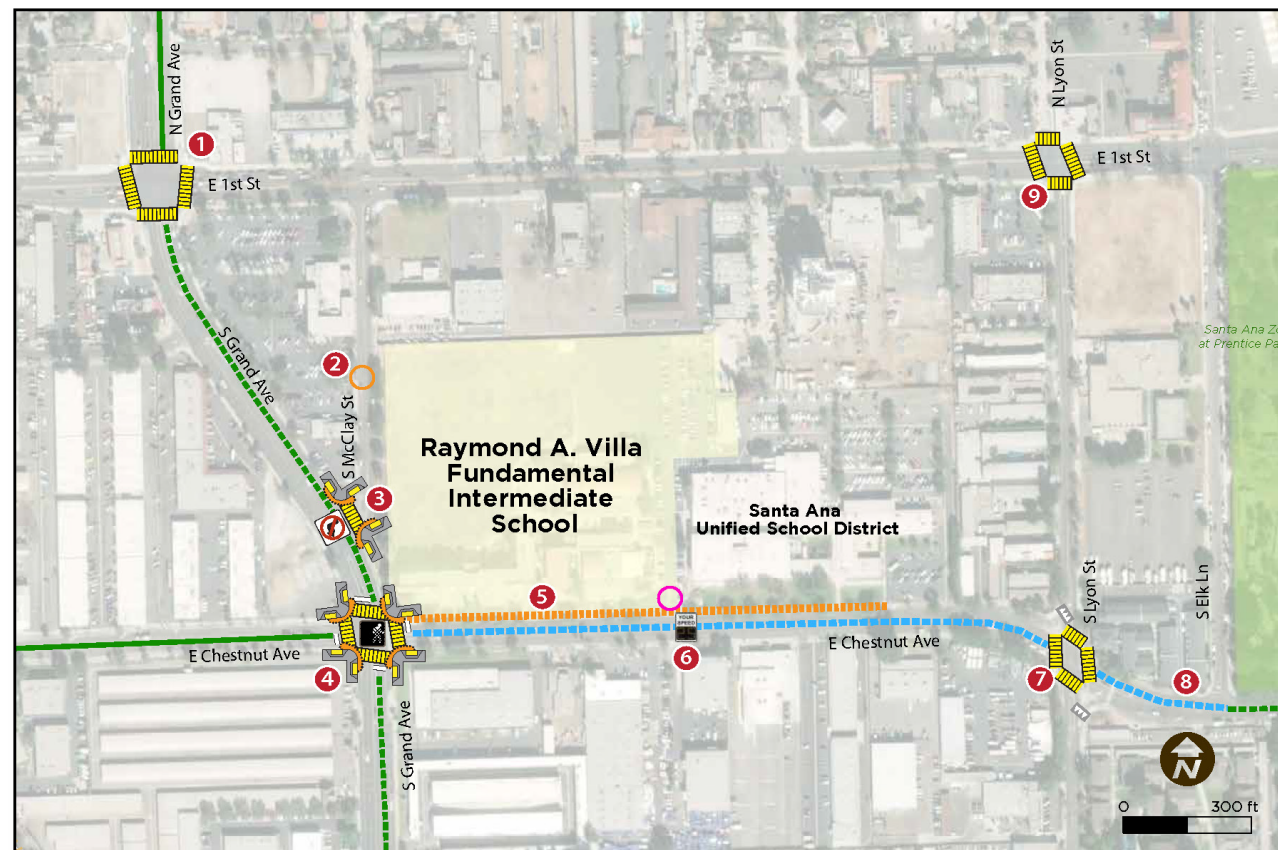
Rosita Elementary School

Rosita Park

Rosita Elementary School

Prioritized Improvement Maps

Raymond A. Villa Fundamental Intermediate School 1441 E Chestnut Ave.



Existing Conditions
 Existing Bikeway
 Existing School Access Point

Previously Planned Facilities
 Proposed Bikeway

Safe Routes to School Improvements
 Roadway Reconfiguration and Bikeway
 Proposed Sidewalk Widening
 High-Visibility Continental Crosswalk
 Proposed School Access Point
 Recommended "No Left Turn" Sign



Tighten Curb Radii
 Recommended Advance Yield Markings
 Recommended Speed Feedback Sign
 Recommended Leading Pedestrian Interval

Recommended Safe Routes to School Improvements

- 1 E 1st St / Grand Ave**
 - Install four high-visibility continental crosswalks
- 2 S McClay St Midblock**
 - Install a new school entrance along McClay to ease crowding at Chestnut
- 3 S Grand Ave / S McClay St**
 - Redesign intersection by tightening curb radii from Grand onto McClay and prohibiting left turns onto Grand Ave
 - Install one high-visibility continental crosswalk
- 4 E Chestnut Ave / S Grand Ave**
 - Tighten curb radii on all corners of the intersection
 - Provide advance stop bars prior to all crosswalks
 - Install four high-visibility continental crosswalks and leading pedestrian interval signal
- 5 E Chestnut Ave Sidewalk Widening**
 - Widen the existing sidewalk on the north side of Chestnut Ave between Grand Ave and the SAUSD parking lot
- 6 E Chestnut Ave Midblock**
 - Install electronic speed feedback signage
- 7 E Chestnut Ave / S Lyon St**
 - Install four high-visibility continental crosswalks
 - Install advance yield markings prior to crosswalks within right turn slip lanes
- 8 E Chestnut Ave**
 - Reconfigure to remove two automobile lanes and add Class II buffered bike lanes in each direction between Grand Ave and Elk Ln
- 9 E 1st St / Lyon St**
 - Install four high-visibility continental crosswalks

* The city will use sidewalk inventory data to identify and address damaged or missing sidewalks and accessibility ramps.

Pedestrian Facility Types



Sidewalks & Paths



Crossing Facilities



Curb Treatments



Beacons & Signals



Pedestrian-scale Lighting



Traffic Calming

Bicycle Facility Types



CLASS I
Shared-Use Path



CLASS II
Bicycle Lane



CLASS IIB
Buffered Bicycle Lane



CLASS III
Bicycle Route



COLOR PAVEMENT TREATMENT
Green Conflict Striping



CLASS IV
Separated Bikeway



Programs / Community Engagement





Next Steps

- Secure contract extension from SCAG to cover COVID-related delays
- Engage with staff at districts & schools
- Conduct community outreach & audits in late summer/early fall



Questions or comments?

ryanjohnson@altago.com | (213) 437-3392

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
REGULAR MEETING OF
FEBRUARY 9, 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.lapueente.org.

A Special Closed Session and Regular Meeting of the City Council of the City of La Puente were held in the Council Chambers of City Hall, 15900 East Main Street, La Puente, California, on Tuesday, February 9, 2021, at 6:00 p.m.

6:00 P.M. SPECIAL CLOSED SESSION AGENDA

CALL TO ORDER

Mayor Klinakis called the meeting to order at 6:01 p.m.

ROLL CALL

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

Members absent: Lewis.

Staff members present: City Manager Bob Lindsey, City Attorney Victor Ponto (via teleconference) and City Clerk Garcia.

ORAL COMMUNICATIONS – None

RECESS INTO CLOSED SESSION

The City Council recessed into closed session at 6:01 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) (Two potential cases)

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 7:07 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 no reportable action.

7:00 P.M. REGULAR SESSION

CALL TO ORDER

Mayor Klinakis called the meeting to order at 7:08 p.m.

ROLL CALL

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

Members absent: None.

Staff members present: City Manager Bob Lindsey, City Attorney Victor Ponto (via teleconference), City Clerk Garcia, Assistant City Attorney Marc Tran (via teleconference), Director of Administrative Services Troy Grunklee (via teleconference), Director of Development Services John Di Mario, Director of Community Services Roxanne Lerma, Principal Accountant Alex Merkel-Medina and Management Analyst Hector Hernandez.

PLEDGE OF ALLEGIANCE

Mayor Klinakis led the Pledge of Allegiance.

PRESENTATIONS

Management Analyst Hernandez presented a service award and certificate of recognition to Maintenance Superintendent Ricardo Carrillo for his 15 years of service with the City of La Puente.

Jesse Mund of Flock Safety provided a presentation regarding the installation of public safety cameras.

Discussion ensued regarding the purpose of installing the cameras for public safety, the ability for the cameras to capture certain crimes, and the initial assessment and proposal for installing the cameras in the City.

ORAL COMMUNICATIONS

Joe Bautista expressed his concern regarding small businesses and vendors being affected by the pandemic.

Anita Morales spoke regarding community organizations being allowed to join the Combat Community Violence ad hoc committee.

Council Member Argudo noted that the ad hoc committee is building the framework of the committee to get organized and plan to invite other organizations at future meetings.

Anthony Orozco inquired about outside organizations taking part in the recently formed Combat Community Violence ad hoc committee.

Diana Solis expressed her concern regarding gang-related violence in the community and her concern with providing funding to the Sheriff's Department.

Psi Jimenez inquired about outside organizations taking part in the recently formed Combat Community Violence ad hoc committee.

Francisco Villanueva expressed his concern regarding gang-related violence in the community.

Bryan Villagrana expressed his concern regarding gang-related violence in the community.

City Attorney Ponto stated that ad hoc committees are formed at the request of the City Council and are generally made up of one or two council members, staff members, or members of the community. The make-up is at the advice of the City Council. The bodies of the ad hoc committees are recommending bodies and the final action of any determination or recommendation that arises out of the ad hoc committee is ultimately up to the City Council. City Attorney Ponto further noted that the nature of ad hoc committees is that they are loose and don't have to comply with the Brown Act because they are ad hoc in nature.

Citlalli Martinez Cano submitted a written comment regarding outside organizations taking part in the recently formed Combat Community Violence ad hoc committee.

Araceli submitted a written comment expressing her concern regarding gang-related violence in the community.

Jonathan Hawes submitted a written comment expressing his concern with alleged embezzlement related to the El Monte Promise Foundation scholarship fund organization in the City of El Monte.

The following individuals submitted a written comment regarding outside organizations taking part in the recently formed Combat Community Violence ad hoc committee: Annais Morales, Rozlind Silva, Jocelyn Jimenez, Samantha Farias, Vira Simental Martinez, Aaron Simental, Asenet Prieto, Ruben Dorantes, Iliana Dorantes, Rita Greenspon, Anita Morales, Breeze Hernandez, Jayy Avitia.

BOARDS/COMMISSION/COMMITTEE REPORTS – None

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

A motion was made by Mayor Pro Tem Munoz, seconded by Council Member Argudo, to waive the reading and approve the Minutes of the City Council and Successor Agency meeting of January 26, 2021. The motion carried by the following roll call vote:

AYES: Klinakis, Munoz, Argudo, Quinones

NOES: None

ABSTAIN: Lewis

ABSENT: None

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

City Attorney Ponto noted that an urgency ordinance regarding this matter passed at the meeting of January 26, 2021, a resolution is required to designate the skate park, and oral edits were requested for the regular ordinance.

Assistant City Attorney Tran provided a staff report regarding the edits to the regular ordinance at the direction of the City Council.

In response to an inquiry by Council Member Argudo regarding the dedication of the basketball courts to Daniel C. Holloway, Director of Community Services Lerma noted that the dedication of the basketball courts to Daniel C. Holloway was approved at a previous meeting.

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

AYES: Klinakis, Munoz, Argudo, Lewis, Quinones

NOES: None

ABSTAIN: None

ABSENT: None

City Clerk Garcia read the title of the ordinance into the record.

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

Council Member Lewis pulled item D-2 for further discussion.

A motion was made by Council Member Argudo, seconded by Mayor Pro Tem Munoz, to approve Consent Calendar Items D-1 and D-3 through D-5. The motion carried by the following roll call vote:

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

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

Action taken: The City Council and Successor Agency adopted 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

Council Member Lewis pulled this Item for further discussion.

Director of Administrative Services Grunklee provided a staff report regarding the increase in staffing in the code enforcement department and the increase in service levels with the Los Angeles County Sheriff's Department.

In response to an inquiry by Council Member Lewis, Director Grunklee noted that the increase in funds is in addition to the Fiscal Year 2020/21 operating budget.

Council Member Lewis noted that the Code Enforcement ad hoc committee should have had the opportunity to consider this matter.

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

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

- 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

Action taken: The Successor Agency received and filed 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

Action taken: The City Council: (1) awarded the contract to Doug Martin Contracting Company, Inc. in the amount of \$760,247.10; (2) approved the additional slurry seal work in the amount of \$310,000; and (3) authorized 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

Action taken: The City Council ratified 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

Attorney Christine Flier provided background on the repealed ordinance regarding sex offender residence restrictions and introduced a newly drafted ordinance.

Attorney Flier recommended adding language to the ordinance to add one other restriction which prohibits a person who is released on parole after having served time in prison and who is required to register as a sex offender from residing in any single-family dwelling with another registered sex offender during the period of his or her parole, unless they are legally related by blood, marriage, or adoption.

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

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

City Clerk Garcia read the title of the ordinance into the record.

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

Director of Community Services Lerma presented a PowerPoint presentation on the events and programs that have been modified to meet State and County mandates in response to the COVID-19 pandemic.

Mayor Klinakis thanked Staff for their hard work and for continuing to provide programs and events for the Community in a safe manner that adheres to State and County guidelines.

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

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

Director of Community Services Lerma provided a staff report regarding the current programs being offered by the Community Services Department and requested direction from the City Council regarding upcoming events and the reopening of the La Puente Park playground.

Mayor Klinakis stated that the drive-thru events have been a great success and loves the ideas for the proposed upcoming events. He thanked Staff for their work and coordinating the events safely.

Council Member Argudo suggested extending the playground hours to include evenings and weekends and noted that residents should self-monitor in following safety guidelines.

Mayor Pro Tem Munoz thanked Staff for their work in providing outlets for residents to enjoy amid the pandemic and agreed that the hours should be extended.

Community Services Lerma noted that it is up to the City Council to decide on the playground hours and whether they wish to have Staff monitoring the playground during hours of operation.

Council Member Lewis agreed with Council Member Argudo in recommending a hybrid model and that visitors of the playground self-regulate regarding COVID-19 safety guidelines, and Staff can monitor crowd as needed. She further noted that she would like to see more of the park open to the public.

A motion was made by Council Member Argudo, seconded by Mayor Klinakis, to: (1) open the playground at La Puente Park in a hybrid style with Staff to determine the hours of operation to be staffed and the park hours to close by 9 p.m.; (2) fund the Spring ColLEGGtion Scavenger Hunt for \$1,000; and (3) fund the EGGstravaganza Drive Thru for \$9,000. The motion carried by the following roll call vote:

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

At 8:58 p.m., City Council recessed and reconvened at 9:01 p.m.

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

Director of Community Services Lerma presented a staff report regarding an update on the La Puente Park design.

Mayor Pro Tem Munoz reported that the La Puente Park Master Plan and Youth Program Oversight ad hoc committee met on Friday, February 5, 2021, to discuss the finalization of Phase I and begin preparing for Phase II of the La Puente Park Master Plan.

Discussion ensued regarding design elements of Phase II and Measure A and Measure W funding options.

Mayor Munoz requested that Staff research the viability of using Measure A funding for the soccer and t-ball fields and Measure W for surface roads.

Mayor Klinakis requested Staff to prepare a park site plan to assist with obtaining additional park funding and further requested that the La Puente Park Master Plan and Youth Program Oversight ad hoc committee bring back recommendations for design elements.

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

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

AD HOC COMMITTEE REPORTS

Code Enforcement: Nothing to report.

La Puente Park Master Plan and Youth Program Oversight: Council Member Lewis reported that there will be a follow-up meeting with the La Puente Park Master Plan and Youth Program Oversight ad hoc committee on Friday, February 12, 2021.

Comprehensive Fee Schedule: Nothing to report.

Park Ordinance Oversight: Council Member Argudo reported that the Park Ordinance Oversight ad hoc committee met and reviewed the policies that have already been approved.

Public Health: Nothing to report.

Business Outreach and Reopening: Nothing to report.

Project LEAD: Council Member Lewis reported that the Project LEAD ad hoc committee had their first meeting with Director of Community Services Lerma to discuss the first steps of the committee and noted that their next meeting will be on Friday, February 12, 2021.

Combat Community Violence: Council Member Argudo requested that the Combat Community Violence ad hoc committee's name be changed to the Community Safety and Welfare ad hoc committee. He reported that the ad hoc committee met on February 8, 2021, as a preliminary meeting to discuss the framework of the ad hoc committee.

Council Member Quinones reported that the Community Safety and Welfare ad hoc committee's first meeting was to create a structure of the committee and looks forward to continuing working on the committee.

Mayor Klinakis spoke regarding the benefits of the Los Angeles County Sheriff's Youth Activity League.

Council Member Argudo noted that the Youth Activity League has been defunded due to cuts in the Sheriff's Department budget.

ORAL COMMENTS FROM COUNCIL

Council Member Argudo requested that a sergeant-at-arms be present for the entirety of each City Council meeting.

ORAL COMMENTS FROM STAFF

City Clerk Garcia announced that free COVID-19 testing will be available at the La Puente Community Center from February 10, 2021, to February 20, 2021.

Mayor Klinakis noted that Staff is working on providing a COVID-19 vaccination site for residents.

City Manager Lindsey thanked the La Puente Park Master Plan and Youth Program Oversight ad hoc committee for their direction and thanked Superintendent Maintenance Ricardo Carrillo for his years of service and hard work. He further thanked Staff for their work.

There being no further business before the City Council, Mayor Klinakis adjourned the meeting at 10:26 p.m.

Approved this 23rd day of February, 2021.

Sheryl Garcia
City Clerk

Charlie Klinakis
Mayor/Chair

RESOLUTION NO. 21-5612

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE ALLOWING CERTAIN CLAIMS AND
DEMANDS IN THE AMOUNT \$1,204,957.66 (WARRANT
REGISTER 1503)**

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 4959 through 5047 ACH(s) numbered 216 through 221 and Draft numbered 01187 through 01195 except for voided warrant 5026 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 23rd 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 2/2/2021 - 2/16/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
216	2/5/2021	SIEIND	SIEMENS INDUSTRY INC.		2,746.30
	5610250513	12/20 TS MTCE		200-3120-53819	1,560.50
	5620033655	12/20 TS RESPONSE CALL OUTS		200-3120-53819	1,185.80
217	2/5/2021	TANKO	TANKO LIGHTING		14,534.29
	63538	ST LIGHT MTCE		285-3330-53111	1,114.00
	63541	12/20 ST LIGHT EMERG RESPONSE -MAIN ST		285-3330-53111	2,755.50
	63555	01/08 EMERG RESPONSE-HACIENDA		285-3330-53111	2,143.50
	63597	01/21 LP MTCE POLES AND SPARES		285-3330-53111	8,521.29
218	2/16/2021	SEIUUCO	COPE FUND		10.00
	INV0005370	COPE FUND CONTRIBUTION		100-20380	2.89
	INV0005370	COPE FUND CONTRIBUTION		260-20380	2.11
	INV0005445	COPE FUND CONTRIBUTION		100-20380	2.62
	INV0005445	COPE FUND CONTRIBUTION		260-20380	2.38
219	2/16/2021	SEIU	SEIU - LOCAL 721		877.46
	INV0005369	EMPLOYEE DUES		100-20380	265.11
	INV0005369	EMPLOYEE DUES		200-20380	37.34
	INV0005369	EMPLOYEE DUES		203-20380	13.20
	INV0005369	EMPLOYEE DUES		205-20380	15.16
	INV0005369	EMPLOYEE DUES		210-20380	31.89
	INV0005369	EMPLOYEE DUES		215-20380	3.22
	INV0005369	EMPLOYEE DUES		260-20380	18.93
	INV0005369	EMPLOYEE DUES		285-20380	37.92
	INV0005444	EMPLOYEE DUES		100-20380	303.33
	INV0005444	EMPLOYEE DUES		200-20380	32.35
	INV0005444	EMPLOYEE DUES		203-20380	11.80
	INV0005444	EMPLOYEE DUES		205-20380	13.94
	INV0005444	EMPLOYEE DUES		210-20380	31.15
	INV0005444	EMPLOYEE DUES		215-20380	6.91
	INV0005444	EMPLOYEE DUES		260-20380	21.24
	INV0005444	EMPLOYEE DUES		285-20380	33.97
220	2/12/2021	ENTFMT	ENTERPRISE FM TRUST		5,116.46
	FBN4130532	02/21 MONTHLY MTCE SVC		555-3150-53812	1,790.58
	FBN4130532	02/21 MONTHLY LEASE		555-3150-53912	3,325.88
221	2/12/2021	TANKO	TANKO LIGHTING		4,769.19
	63596	POLE INSTALLATION-HACIENDA		285-3330-53822	4,769.19
4959	2/5/2021	ACOGRO	ACOSTA GROWERS, INC.		148.84
	INV0005394	TREE-LP PARK		285-3330-53814	148.84
4960	2/5/2021	AEGSLN	AEG SOLUTIONS		361.88
	78354	HP INK		100-4100-53011	361.88
4961	2/5/2021	AMABUS	AMAZON CAPITAL SERVICES INC		438.89
	1PRW-Q1Y6-1F13	PRINTER-RAMIREZ		550-6100-53018	438.89
4962	2/5/2021	AMEIND	AMERICAN INDUSTRY FENCE		405.00
	RI48905	LP PARK FENCING		285-3330-53911	405.00
4963	2/5/2021	ATT	AT&T		684.33
	000015951876	12/28-01/27 PHONE-PRIMARY RATE		100-1150-53715	166.16
	000015951877	12/28-01/27 PHONE-SR CENTER 911 LINE		100-4130-53715	66.11
	000015951878	12/28-01/27 PHONE-MTCE YARD ALARM		285-3330-53715	22.05

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	000015951879	12/28-01/27 PHONE-CH FAX LINE		100-1150-53715	112.28
	000015951880	12/28-01/27 PHONE-CITY HALL		100-1150-53715	317.73
4964	2/5/2021 002350	BRATOW TOWING SVC-RAV 4	BRAVO'S TOWING	555-3150-53812	75.00 75.00
4965	2/5/2021 1640	CMRTA 2021 CMRTA MEMBERSHIP RENEWAL-FINANCE DEPT	CALIFORNIA MUNICIPAL REVENUE & TAX ASSOC (CMRTA)	100-1130-53971	125.00 125.00
4966	2/5/2021 46731	CALWST OUTLET-YLAC BLDG	CALWEST LIGHTING SERVICES, INC.	285-3330-53813	1,668.25 1,668.25
4967	2/5/2021 5013598593	CBEEQU 02/11-03/10 FACILITY COPIER LEASE	CELL BUSINESS EQUIPMENT	100-1150-53911	1,046.41 1,046.41
4968	2/5/2021 780R	CENTRE RETENTION PYMT-YEAROUT	CENTRE CONSTRUCTION	260-20220	524.00 524.00
4969	2/5/2021 3301-1000001 3301-1000114 3301-1000197 3301-1000263	CED IRRIGATION SUPPLIES HID LAMP-TEMPLE AVE PANELS CH-LIGHTING IRRIGATION SUPPLIES	CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	285-3330-53822 200-3120-53819 100-1150-53813 285-3330-53822	890.79 166.86 386.54 69.47 267.92
4970	2/5/2021 82057843	CORLOG 12/20 PROPERTY DATA SVC	CORELOGIC SOLUTIONS, LLC	100-3320-53111	100.00 100.00
4971	2/5/2021 INV00031	CORROOF RETENTION PYMT-MARTINEZ	CORTEZ ROOFING	260-20220	800.00 800.00
4972	2/5/2021 36069 36225	CRAMER 1099/W2 FORMS 1099-G FORMS	CRAMER MARKETING	100-1130-53011 100-1130-53011	359.37 321.28 38.09
4973	2/5/2021 415939	EVALLEY 11/20 VET SERVICES	EAST VALLEY EMERGENCY PET CLINIC	100-2130-53111	850.00 850.00
4974	2/5/2021 INV0005388 INV0005389 INV0005390 INV0005391 INV0005392 INV0005409 INV0005410 INV0005411 INV0005412	EDISON 12/09-01/08 ELEC-VARIOUS 12/19-01/21 ELEC-14746 TEMPLE 12/29-01/28 ELEC-14416 AMAR 12/19-01/21 ELEC-16159 TEMPLE 12/09-01/08 ELEC-13798 TEMPLE 01/01-02/01 ELEC-ST LIGHT LS-2B 01/01-02/01 ELECT-ST LIGHTS LS-2B 01/01-02/01 ELEC-1744 ST LIGHT LS-1 12/29-01/28 ELEC-YLAC	EDISON CO	200-3120-53713 200-3120-53713 200-3120-53713 200-3120-53713 200-3120-53713 200-3120-53713 285-3330-53712 285-3330-53712 100-4110-53712	25,228.98 340.89 14.66 43.15 14.22 57.80 2,115.08 11,131.68 10,209.76 1,301.74
4975	2/5/2021 CD2110003837	EXPERI 01/21 CREDIT REPORT SVC	EXPERIAN	100-3320-53111	27.00 27.00
4976	2/5/2021 INV0005393	GERWHI UNIFORM REIM-G WHITTEN	GERRI WHITTEN	100-2110-53015	82.11 82.11
4977	2/5/2021 102121	GT1COL MTCE TRUCK REPAIR-2019 FORD	GT1 COLLISION REPAIR INC	555-3150-53812	300.00 300.00
4978	2/5/2021 5158	HACLWN MTCE TOOLS	HACIENDA LAWNMOWER SHOP	100-3100-53012	78.48 78.48
4979	2/5/2021 SIN006376	HDLCC 01-03/21 PROPERTY TAX SVC	HDL COREN & CONE	100-1130-53111	2,640.00 2,640.00

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
4980	2/5/2021 8417620	ICC ICC MEMBERSHIP RENEWAL-RUBIO	INTERNATIONAL CODE COUNCIL	100-3320-53972	145.00 145.00
4981	2/5/2021 2122	IREN PREVENTATIVE DISINFECTION-AC TRUCK	IRENE'S CLEANING AND HOUSEKEEPING SERVICES	100-2130-53011	35.00 35.00
4982	2/5/2021 107303	JCLBAR RED CURB PAINT	JCL TRAFFIC	200-3120-53821	563.38 563.38
4983	2/5/2021 1357-1 1361-1 1370 1374	KSKFAC 01/21 SR JANITORIAL SVCS 01/21 COMM CR/YLAC JANITORIAL SVC 02/21 SR JANITORIAL SVCS 02/21 COMM CTR/YLAC JANITORIAL SVC	KSK FACILITIES	100-4130-53813 285-3330-53813 100-4130-53813 285-3330-53813	2,835.00 120.00 115.00 565.00 2,035.00
4984	2/5/2021 210878AL 210878AL	LACSHF 11/20 LAW ENF SVC 11/20 LIABILITY INS	LA CO SHERIFF'S DEPT	100-2100-53110 100-2100-53186	577,451.51 522,499.82 54,951.69
4985	2/5/2021 INV0005395 INV0005396 INV0005397 INV0005398 INV0005399 INV0005400 INV0005401 INV0005402 INV0005406 INV0005407 INV0005408	LPVCWD 11/16-01/19 WTR-SR CENTER 11/16-01/19 WTR-CITY HALL 11/16-01/19 WTR-CH LANDSCAPE 11/16-01/19 WTR-N GLENDORA 11/16-01/19 WTR-GLENDORA 11/16-01/19 WTR-TEMPLE PARK 11/16-01/19 WTR-116 N FIRST ST 11/16-01/19 WTR-S FIRST ST 11/16-01/19 WTR-S SECOND ST 11/16-01/19 WTR-S SECOND ST 11/16-01/19 WTR-120 FIRST ST	LA PUENTE VALLEY CO WATER	100-4130-53714 100-1150-53714 100-1150-53714 200-3120-53714 200-3120-53714 285-3330-53714 200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714	4,659.99 272.22 1,565.20 67.26 66.53 122.18 2,210.10 71.83 66.53 66.53 66.53 85.08
4986	2/5/2021 640727	LCAC 2021 MEMBERSHIP-LCC	LEAGUE OF CALIF CITIES	100-1100-53971	15,997.00 15,997.00
4987	2/5/2021 6003867	NATCON LP PARK TEMP FENCING	NATIONAL CONSTRUCTION RENTALS	285-3330-53911	228.00 228.00
4988	2/5/2021 98148	READYP CONCRETE-LP PARK	PUENTE READY MIX, INC.	285-3330-53822	1,275.68 1,275.68
4989	2/5/2021 3017528 3025660 3027187	RESOUR CONCRETE TOOLS CONCRETE MIX SAND-SAND BAGS	RESOURCE BUILDING MATERIALS	100-3330-53012 285-3330-53822 100-3330-53012	525.88 137.14 261.94 126.80
4990	2/5/2021 105753617-001 105870018-001	SITEON IRRIGATION SUPPLIES IRRIGATION SUPPLIES	SITEONE LANDSCAPE SUPPLY, LLC	285-3330-53822 285-3330-53822	330.25 161.80 168.45
4991	2/5/2021 321025 321028	STANLE 01/21 LP PARK PEST CONTROL 01/21 ABBEY PEST CONTROL	STANLEY PEST CONTROL, INC.	100-3330-53822 200-3120-53814	165.00 80.00 85.00
4992	2/5/2021 180012240453 180012240460 180041584266 180041584626 180071133615	SOSUBW 12/23-01/21 WTR-AMAR/HACIENDA 12/23-01/21 WTR-14746 TEMPLE 12/23-01/21 WTR-HACIENDA/NELSON 12/23-01/21 WTR-15250 TEMPLE 12/23-01/21 WTR-16159 TEMPLE	SUBURBAN WATER SYSTEMS	200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714	582.62 271.16 35.50 55.23 185.22 35.51
4993	2/5/2021 403955594	TERMI 01/08 CH PEST CONTROL	TERMINIX PROCESSING CENTER	100-1150-53813	172.00 85.00

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	00620330	11/20 PROP 68 GRANT-LP COMM PARK		100-4100-53111	5,850.00
	INV0005413	12/20 HSIP CYCLE 8 DESIGN PH II		203-5586-59210	1,470.90
5004	2/16/2021	STADIS	CALIFORNIA STATE DISBURSEMENT UNIT		379.92
	INV0005435	CHILD SUPPORT		260-20399	379.92
5005	2/16/2021	NATRS	NATIONWIDE RETIREMENT		120.00
	INV0005438	Employee Contribution		100-20340	111.93
	INV0005438	Employee Contribution		200-20340	1.15
	INV0005438	Employee Contribution		203-20340	1.73
	INV0005438	Employee Contribution		205-20340	1.73
	INV0005438	Employee Contribution		215-20340	1.15
	INV0005438	Employee Contribution		285-20340	2.31
5006	2/16/2021	USBANK	U.S BANK PARS ACCT# 6746022400		2,871.88
	INV0005442	PARS RETIREMENT		100-20340	2,056.57
	INV0005442	PARS RETIREMENT		200-20340	149.81
	INV0005442	PARS RETIREMENT		203-20340	54.46
	INV0005442	PARS RETIREMENT		205-20340	77.22
	INV0005442	PARS RETIREMENT		260-20340	379.47
	INV0005442	PARS RETIREMENT		285-20340	131.29
	INV0005450	PARS RETIREMENT ADJUSTEMENT		100-20340	23.06
5007	2/12/2021	AMERI	AMERINATIONAL		942.30
	20-00916	11/20 LOAN MONITORING		100-3320-53111	383.25
	21-00007	12/20 LOAN MONITORING		100-3320-53111	559.05
5008	2/12/2021	AVANT	AVANT GARDE INC.		378.00
	6733	01/21 DEVELOPMENT GRANT APPLICATION		100-4100-53111	378.00
5009	2/12/2021	CBEEQU	CELL BUSINESS EQUIPMENT		391.30
	3691894191-1	OUTSTANDING BALANCE		100-1150-53911	391.30
5010	2/12/2021	CENTRE	CENTRE CONSTRUCTION		7,398.00
	782	RETENTION PYMT - FIERRO		260-20220	-822.00
	782	PROGRESS PYMT - FIERRO		260-3320-53977	1,020.00
	782	PROGRESS PYMT - FIERRO		260-3320-53977	7,200.00
5011	2/12/2021	CORLOG	CORELOGIC SOLUTIONS, LLC		100.00
	82064827	01/21 PROPERTY DATA SVC		100-3320-53111	100.00
5012	2/12/2021	DECO	DECOFENCE		166,543.55
	1107	RETENTION - LITTLE LEAGUE FENCING PP#2		100-20220	-5,877.20
	1107	LITTLE LEAGUE FENCING PP#2		100-5596-59300	117,544.08
	1107	RETENTION - LITTLE LEAGUE FENCING PP#2		280-20220	-2,888.25
	1107	LITTLE LEAGUE FENCING PP#2		280-5594-59300	57,764.92
5013	2/12/2021	EDISON	EDISON CO		7,596.99
	INV0005419	01/04-02/02 ELEC - CITY HALL		100-1150-53712	3,151.08
	INV0005420	01/04-02/02 ELEC - VARIOUS		200-3120-53713	1,732.74
	INV0005421	01/04-02/02 ELEC - PARK SERV		285-3330-53712	321.42
	INV0005422	01/04-02/02 ELEC - TRAFFIC CONTROL		200-3120-53713	1,137.07
	INV0005423	12/18-01/28 ELEC - 15612 TEMPLE AVE		285-3330-53712	47.55
	INV0005424	01/04-02/02 ELEC - COMM CENTER		100-4100-53712	601.98
	INV0005425	01/04-02/02 ELEC - SENIOR CENTER		100-4130-53712	470.76
	INV0005426	01/05-02/03 ELEC - 15250 TEMPLE AVE		200-3120-53713	55.25
	INV0005427	01/05-02/03 ELEC - 14951 NELSON AVE		200-3120-53713	79.14
5014	2/12/2021	EMPAME	EMPLOY AMERICA		3,640.00
	58A2101-IN	01/21 BUS SHELTER MTCE		210-3130-53816	3,640.00
5015	2/12/2021	GARDA	GARDAWORLD		292.02
	10619596	02/21 ARMORED TRANS SVC		100-1130-53111	292.02

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
5016	2/12/2021	GORM	GORM INC		2,873.08
	293062	CH JANITORIAL SUPPLIES		100-1150-53011	1,138.91
	293063	CC JANITORIAL SUPPLIES		285-3330-53813	610.13
	293064	LP PARK JANITORIAL SUPPLIES		100-3330-53011	1,124.04
5017	2/12/2021	GRANIC	GRANICUS INC.		15,405.86
	133894	MTG EFFICIENCY/ENCODING		275-1125-53111	15,405.86
5018	2/12/2021	HMEDEP	HOME DEPOT CRC		1,554.15
	1353446	MTCE TOOLS		285-3330-53822	213.93
	2040282	MTCE TOOLS		285-3330-53822	80.48
	2271049	GRAFFITI REMOVAL SUPPLIES		200-3120-53016	209.12
	2531466	MTCE SUPPLIES		100-3330-53813	206.47
	3040201	GRAFFITI REMOVAL SUPPLIES		200-3120-53016	267.65
	3071097	LIGHTING FOR CH		100-1150-53813	350.22
	40899	CONCRETE SUPPLIES		285-3330-53822	157.39
	6052752	MTCE TOOL		285-3330-53822	38.27
	8015144	MTCE SUPPLIES		285-3330-53822	30.62
5019	2/12/2021	ALVJON	JONATHAN ALVAREZ		20.34
	INV0005432	REIM - ALVAREZ		100-2110-53011	20.34
5020	2/12/2021	KSKFAC	KSK FACILITIES		1,606.00
	1369	02/21 CH JANITORIAL SVC		100-1150-53813	1,606.00
5021	2/12/2021	LANWEST	LANDSCAPE WEST MANAGEMENT SERVICES INC		7,657.91
	9681	01/21 SR CTR LANDSCAPE SVC		100-4130-53814	168.48
	9681	01/21 MEDIANS LANDSCAPE SVC		200-3120-53814	5,408.74
	9681	01/21 CH LANDSCAPE SVC		285-3330-53814	2,080.69
5022	2/12/2021	LOCKSP	LOCKS PLUS, INC		729.00
	33805	RE KEY CITY HALL		100-1150-53813	729.00
5023	2/12/2021	MANCIL	MANCILLA'S QUALITY PRINTING		76.20
	14252	DEDICATION PLAQUE REPLICA		100-3300-53976	76.20
5024	2/12/2021	MARLAN	MARIPOSA LANDSCAPES, INC.		101,938.56
	02	RETENTION-RIGHT OF WAY IMPROV AMAR/ELLIOTT PY...		215-20220	-5,365.19
	02	RIGHT OF WAY IMPROV AMAR/ELLIOTT PYMT#2		215-5518-59300	107,303.75
5025	2/12/2021	MERRIT	MERRITTS HARDWARE		2,382.32
	120571	MTCE TOOLS		200-3120-53012	30.77
	120626	MTCE TOOL		100-3330-53012	19.78
	120628	GRAFFITI SUPPLIES		200-3120-53012	41.23
	120654	FLASHLIGHTS FOR HOLIDAY EVENT		100-2110-53012	65.97
	120677	TRAILER PARTS		555-3150-53812	93.94
	120681	MTCE TOOL		100-3330-53822	35.18
	120690	MTCE TOOLS		285-3330-53822	58.37
	120697	MTCE TOOL		100-3330-53012	46.18
	120716	MTCE SUPPLIES		100-3330-53012	114.13
	120735	GRAFFITI SUPPLIES		200-3120-53012	32.99
	120773	MTCE TOOLS		200-3120-53016	73.62
	120774	MTCE SUPPLIES		285-3330-53822	42.77
	120776	GRAFFITI SUPPLIES		200-3120-53012	39.67
	120797	MTCE SUPPLIES		100-3330-53012	68.28
	120839	TIMER FOR CH LIGHTS		100-4100-53012	47.23
	120855	GRAFFITI SUPPLIES		200-3120-53016	17.56
	120863	GRAFFITI SUPPLIES		200-3120-53016	52.02
	120867	MTCE TOOLS & SUPPLIES		100-3330-53011	114.88
	120958	GRAFFITI SUPPLIES		200-3120-53016	50.03
	120967	CH DOOR		100-1150-53813	10.32
	121004	MTCE TOOLS		285-3330-53822	107.29

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Payment Dates: 2/2/2021 - 2/16/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	121020	MTCE SUPPLIES		200-3120-53016	107.26
	121051	MTCE TOOL		100-3100-53012	7.25
	121062	MTCE SUPPLIES		200-3120-53821	40.72
	121067	MTCE SUPPLIES		285-3330-53822	54.38
	121079	MTCE SUPPLIES		285-3330-53822	44.80
	121098	CH SUPPLIES		100-1150-53813	25.05
	121107	GRAFFITI SUPPLIES		200-3120-53821	21.38
	121119	GRAFFITI SUPPLIES		200-3120-53016	73.78
	121121	MTCE YARD TOOLS		100-3100-53012	127.53
	121149	GRAFFITI SUPPLIES		200-3120-53016	107.67
	121156	GRAFFITI SUPPLIES		200-3120-53016	146.40
	121159	GRAFFITI SUPPLIES		200-3120-53016	32.36
	121165	CH SUPPLIES		100-1150-53813	184.43
	121175	CH SUPPLIES		100-1150-53813	39.58
	121183	CREDIT - SUPPLIES		100-1150-53813	-479.49
	121282	GRAFFITI SUPPLIES		200-3120-53016	38.94
	121315	MTCE SUPPLIES		200-3120-53016	77.17
	121316	MTCE SUPPLIES		285-3330-53822	570.90
5027	2/12/2021 MAR0000015537	MIDAMER 4Q2020 ADMIN FEE	MID AMERICA ADMIN AND RETIREMENT SOLUTIONS LLC	100-1135-51311	1,464.00 1,464.00
5028	2/12/2021 6017210	NATCON 01/24-02/20 LP PARK TEMP FENCE	NATIONAL CONSTRUCTION RENTALS	285-3330-53822	59.28 59.28
5029	2/12/2021 INV0005451	OCHOA REIM - BL OVERPAYMENT	OCHOA JANITORIAL SERVICES	100-48900	117.50 117.50
5030	2/12/2021 44272	OURPOW POWDERCOAT ST SIGNS -ANCHORS	OUR POWDER COATINGS	200-3120-53821	575.00 575.00
5031	2/12/2021 3022621 3023054 3030198 3031077	RESOUR CONCRETE SUPPLIES LANDSCAPE SPRAYER CONCRETE MIX SAND FOR SANDBAGS	RESOURCE BUILDING MATERIALS	285-3330-53822 100-3100-53012 285-3330-53822 100-3330-53012	468.45 83.08 58.91 199.66 126.80
5032	2/12/2021 INV0005430	ROGELI C&D DEPOSIT REFUND-LI	ROGER LI	600-23280	1,480.00 1,480.00
5033	2/12/2021 INV0005428	SGVWC 01/05-02/03 WTR - 935 IRRIG PUENTE	S.G.V. WATER CO	200-3120-53714	122.19 122.19
5034	2/12/2021 0011440292	SGVT AD-BID SANITARY SEER MTCE SVC	SAN GABRIEL VLY NEWSPAPER	500-3210-53411	479.00 479.00
5035	2/12/2021 LAPUENTE0121 LAPUENTE0121 LAPUENTE0121 LAPUENTE0121	SGTRA 01/21 DIAL A RIDE 01/21 LP LINK SVC 01/21 DIAL A RIDE FARE 01/21 LP LINK FARE	SOUTHLAND TRANSIT INC	210-3130-53916 210-3130-53917 210-46100 210-46105	42,192.98 6,302.83 37,260.15 -20.50 -1,349.50
5036	2/12/2021 10303592 012821	DANON 02/21 CH WATER SVC	SPARKLETTS	100-1150-53011	175.74 175.74
5037	2/12/2021 W22976	STOTZE TRACTOR REPAIR	STOTZ EQUIPMENT	555-3150-53812	1,217.89 1,217.89
5038	2/12/2021 6874038	TCFNAT TORO REELMASTER LEASE PYMT	TCF NATIONAL BANK	285-3330-53911	1,512.00 1,512.00
5039	2/12/2021 INV0005431	TERMI 02/21-22 CC DRYWOOD TERMITE SVC PLAN	TERMINIX PROCESSING CENTER	285-3330-53813	385.00 385.00

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Payment Dates: 2/2/2021 - 2/16/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
5040	2/12/2021 INV0005452	GASCO 01/05-02/03 GAS - SENIOR CENTER	THE GAS COMPANY	100-4130-53711	150.87 150.87
5041	2/12/2021 4752	RIGMAN HOSE REEL-GRAFFITI TRUCK	THE RIG MAN	200-3120-53012	354.89 354.89
5042	2/12/2021 0029063020121	TIMEWA 02/21 CH CABLE SVC	TIME WARNER CABLE	100-1150-53715	100.07 100.07
5043	2/12/2021 17268	TRICOU CEMENT-MTCE YARD	TRI COUNTY PUMP COMPANY	285-3330-53822	3,512.00 3,512.00
5044	2/12/2021 INV0005449	VANLANT FY 19/20 ANNUAL AUDIT SVC	VAN LANT & FANKHANEL LLP	100-1130-53111	16,800.00 16,800.00
5045	2/12/2021 0004327268	VINCEN 01/21 CNG FUEL	VINCENT'S GENERAL SERVICES	555-3150-53014	496.91 496.91
5046	2/12/2021 2021-802370-00 2021-809154-00 2021-815774-00 2021-816456-00	VISTA PAINT-LP PARK BASEBALL FIELD GRAFFITI REMOVAL SUPPLIES GRAFFITI REMOVAL SUPPLIES PAINT-LP PARK BASEBALL FIELD	VISTA PAINT	285-3330-53822 200-3120-53016 200-3120-53016 285-3330-53822	2,141.12 328.06 598.75 957.99 256.32
5047	2/12/2021 002-23828	WILENG 01/21 BUILDING & SAFETY SVCS	WILLDAN ENGINEERING	100-3310-53111	26,965.27 26,965.27
DFT0001187	2/16/2021 INV0005436 INV0005436	ICMARC EMPLOYEE LOAN REPYMT EMPLOYEE LOAN REPYMT	VANTAGEPOINT TRANSFER AGENTS-457	100-20399 210-20399	94.67 68.34 26.33
DFT0001188	2/16/2021 INV0005437 INV0005437 INV0005437 INV0005437 INV0005437 INV0005437 INV0005437 INV0005437 INV0005437	ICMARC EMPLOYEE CONTRIBUTIONS EMPLOYEE CONTRIBUTIONS EMPLOYEE CONTRIBUTIONS EMPLOYEE CONTRIBUTIONS EMPLOYEE CONTRIBUTIONS EMPLOYEE CONTRIBUTIONS EMPLOYEE CONTRIBUTIONS EMPLOYEE CONTRIBUTIONS EMPLOYEE CONTRIBUTIONS	VANTAGEPOINT TRANSFER AGENTS-457	100-20399 200-20399 203-20399 205-20399 210-20399 215-20399 260-20399 285-20399	1,300.00 715.93 144.32 61.29 70.62 49.74 144.56 48.57 64.97
DFT0001189	2/16/2021 INV0005439 INV0005439 INV0005439 INV0005439 INV0005439 INV0005439 INV0005439 INV0005439 INV0005439 INV0005439 INV0005439	PERSYS-RETIRE EMPLOYER CONTRIBUTION EMPLOYER CONTRIBUTION EMPLOYER CONTRIBUTION EMPLOYER CONTRIBUTION EMPLOYER CONTRIBUTION EMPLOYER CONTRIBUTION EMPLOYER CONTRIBUTION EMPLOYER CONTRIBUTION EMPLOYER CONTRIBUTION EMPLOYER CONTRIBUTION EMPLOYER CONTRIBUTION	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM	100-20360 200-20360 203-20360 205-20360 210-20360 215-20360 260-20360 261-20360 270-20360 285-20360	11,691.03 8,358.65 734.15 369.82 353.31 321.94 333.94 570.44 45.90 55.38 547.50
DFT0001190	2/16/2021 INV0005440 INV0005440 INV0005440 INV0005440 INV0005440 INV0005440 INV0005440 INV0005440 INV0005440	PERSYS-RETIRE PERS- NEW EMPLY CONTRB PERS- NEW EMPLY CONTRB PERS- NEW EMPLY CONTRB PERS- NEW EMPLY CONTRB PERS- NEW EMPLY CONTRB PERS- NEW EMPLY CONTRB PERS- NEW EMPLY CONTRB PERS- NEW EMPLY CONTRB PERS- NEW EMPLY CONTRB	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM	100-20399 200-20399 203-20399 205-20399 210-20399 215-20399 260-20399 261-20399 270-20399	7,579.93 5,286.59 478.95 262.31 256.61 178.18 281.42 400.03 26.10 50.42

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Payment Dates: 2/2/2021 - 2/16/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0005440	PERS- NEW EMPLY CONTRB		285-20399	359.32
DFT0001191	2/16/2021	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		745.67
	INV0005441	EMPLOYEE PORTION		100-20360	688.69
	INV0005441	EMPLOYEE PORTION		200-20360	16.28
	INV0005441	EMPLOYEE PORTION		210-20360	8.14
	INV0005441	EMPLOYEE PORTION		285-20360	32.56
DFT0001192	2/16/2021	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		35.00
	INV0005443	SURVIVORS LIFE INSURANCE		100-20350	27.00
	INV0005443	SURVIVORS LIFE INSURANCE		200-20350	1.75
	INV0005443	SURVIVORS LIFE INSURANCE		203-20350	0.92
	INV0005443	SURVIVORS LIFE INSURANCE		205-20350	0.91
	INV0005443	SURVIVORS LIFE INSURANCE		210-20350	0.88
	INV0005443	SURVIVORS LIFE INSURANCE		215-20350	0.75
	INV0005443	SURVIVORS LIFE INSURANCE		260-20350	1.01
	INV0005443	SURVIVORS LIFE INSURANCE		261-20350	0.09
	INV0005443	SURVIVORS LIFE INSURANCE		270-20350	0.20
	INV0005443	SURVIVORS LIFE INSURANCE		285-20350	1.49
DFT0001193	2/16/2021	EMPLOY	EMPLOYMENT DEVELOPMENT DEPT		4,710.76
	INV0005446	STATE INCOME TAX		100-20310	3,447.48
	INV0005446	STATE INCOME TAX		200-20310	283.03
	INV0005446	STATE INCOME TAX		203-20310	151.43
	INV0005446	STATE INCOME TAX		205-20310	153.53
	INV0005446	STATE INCOME TAX		210-20310	60.76
	INV0005446	STATE INCOME TAX		215-20310	165.57
	INV0005446	STATE INCOME TAX		260-20310	141.93
	INV0005446	STATE INCOME TAX		270-20310	32.82
	INV0005446	STATE INCOME TAX		285-20310	274.21
DFT0001194	2/16/2021	IRSPR	IRS PAYROLL TAX DEPOSIT		13,797.34
	INV0005447	FEDERAL WITHHOLDING		100-20300	10,291.28
	INV0005447	FEDERAL WITHHOLDING		200-20300	821.21
	INV0005447	FEDERAL WITHHOLDING		203-20300	392.79
	INV0005447	FEDERAL WITHHOLDING		205-20300	382.85
	INV0005447	FEDERAL WITHHOLDING		210-20300	189.65
	INV0005447	FEDERAL WITHHOLDING		215-20300	416.54
	INV0005447	FEDERAL WITHHOLDING		260-20300	471.97
	INV0005447	FEDERAL WITHHOLDING		270-20300	93.34
	INV0005447	FEDERAL WITHHOLDING		285-20300	737.71
DFT0001195	2/16/2021	IRSPR	IRS PAYROLL TAX DEPOSIT		4,304.42
	INV0005448	MEDICARE TAX		100-20300	3,075.00
	INV0005448	MEDICARE TAX		200-20300	253.48
	INV0005448	MEDICARE TAX		203-20300	126.78
	INV0005448	MEDICARE TAX		205-20300	133.96
	INV0005448	MEDICARE TAX		210-20300	68.16
	INV0005448	MEDICARE TAX		215-20300	107.98
	INV0005448	MEDICARE TAX		260-20300	296.76
	INV0005448	MEDICARE TAX		261-20300	9.54
	INV0005448	MEDICARE TAX		270-20300	19.48
	INV0005448	MEDICARE TAX		285-20300	213.28
Grand Total:					1,204,957.66

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	823,156.12
200 - GAS TAX FUND	23,709.27
203 - MEASURE M FUND	2,917.43
205 - MEASURE R FUND	1,459.84
210 - PROP A FUND	46,799.80
215 - PROP C FUND	129,410.60
260 - CDBG PROGRAM FUND	11,456.76
261 - CDBG CARES	81.63
270 - AIR QUALITY IMPROVEMENT FUND	251.64
275 - PEG ACCESS FUND	15,405.86
280 - MISCELLANEOUS GRANTS FUND	54,876.67
284 - MEASURE W	1,205.00
285 - LIGHTING & LANDSCAPE MAINTENANCE	63,320.67
405 - 2019A CAPITAL PROJECT FUND	7,950.00
410 - 2019B CAPITAL PROJECT FUND	7,950.00
500 - SEWER CONSTRUCTION/MAINTENANCE FUND	4,789.00
550 - EQUIPMENT REPLACEMENT FUND	1,037.21
555 - VEHICLE MAINTENANCE & REPLACEMENT FUND	7,700.16
600 - SPECIAL DEPOSIT FUND	1,480.00
Grand Total:	1,204,957.66

Account Summary

Account Number	Account Name	Payment Amount
100-1100-53971	Dues & Memberships	15,997.00
100-1110-53972	Conferences & Meetings	123.44
100-1120-53211	Postage & Mailing Services	20.54
100-1130-53011	Operating Supplies	359.37
100-1130-53111	Contract Services - Private	19,732.02
100-1130-53971	Dues & Memberships	125.00
100-1130-53972	Conferences & Meetings	200.00
100-1135-51311	Other Health - DOC	1,464.00
100-1150-53011	Operating Supplies	2,473.56
100-1150-53712	Utility - Electricity	3,151.08
100-1150-53714	Utility - Water	1,632.46
100-1150-53715	Utility - Communications	696.24
100-1150-53813	Facility Maintenance	2,706.58
100-1150-53911	Equipment Lease/Rental	1,437.71
100-20220	Retention Payable	-5,877.20
100-20300	FIT Payable	13,366.28
100-20310	SIT Payable	3,447.48
100-20340	PARS	2,191.56
100-20350	Group Insurance	27.00
100-20360	PERS	9,047.34
100-20380	Union Dues	573.95
100-20399	Other Payroll Deductions	6,070.86
100-2100-53110	Contract Services - LA Sher..	522,499.82
100-2100-53186	Liability Trust Fund	54,951.69
100-2100-53715	Utility - Communications	197.05
100-2110-53011	Operating Supplies	20.34
100-2110-53012	Small Tools & Equipment	65.97
100-2110-53015	Uniform/Boot Reimburse...	82.11
100-2110-53715	Utility - Communications	263.66
100-2130-53011	Operating Supplies	262.35
100-2130-53111	Contract Services - Private	3,065.00
100-3100-53012	Small Tools & Equipment	272.17
100-3100-53111	Contract Services - Private	285.63
100-3110-53120	Engineering Permits	2,655.58

Account Summary

Account Number	Account Name	Payment Amount
100-3300-53976	Special Departmental	76.20
100-3310-53111	Contr Svc - Private - B&S F...	26,965.27
100-3320-53111	Contract Services - Private	1,169.30
100-3320-53972	Conferences & Meetings	145.00
100-3330-53011	Operating Supplies	1,238.92
100-3330-53012	Small Tools & Equipment	838.40
100-3330-53813	Facility Maintenance	206.47
100-3330-53822	Park Maintenance & Repa...	115.18
100-4100-53011	Operating Supplies	361.88
100-4100-53012	Small Tools & Equipment	47.23
100-4100-53111	Contract Services - Private	6,228.00
100-4100-53712	Utility - Electricity	601.98
100-4110-53011	Operating Supplies	48.40
100-4110-53712	Utility - Electricity	1,301.74
100-4130-53711	Utility - Gas	150.87
100-4130-53712	Utility - Electricity	470.76
100-4130-53714	Utility - Water	272.22
100-4130-53715	Utility - Communications	66.11
100-4130-53813	Facility Maintenance	685.00
100-4130-53814	Landscape Maintenance	168.48
100-4130-53911	Equipment Lease/Rental	100.81
100-4140-53979	Special Events	648.68
100-48900	Miscellaneous	117.50
100-5596-59300	Construction Costs	117,544.08
200-20300	FIT Payable	1,074.69
200-20310	SIT Payable	283.03
200-20340	PARS	150.96
200-20350	Group Insurance	1.75
200-20360	PERS	750.43
200-20380	Union Dues	69.69
200-20399	Other Payroll Deductions	623.27
200-3120-53012	Small Tools & Equipment	499.55
200-3120-53016	Graffiti Removal Supplies	2,810.32
200-3120-53713	Utility - Hwy Lights	5,590.00
200-3120-53714	Utility - Water	1,250.02
200-3120-53814	Landscape Maintenance	5,493.74
200-3120-53815	Parkway Tree Maintenan...	778.50
200-3120-53819	Signal Maintenance	3,132.84
200-3120-53821	Traffic Markings/Signs	1,200.48
203-20300	FIT Payable	519.57
203-20310	SIT Payable	151.43
203-20340	PARS	56.19
203-20350	Group Insurance	0.92
203-20360	PERS	369.82
203-20380	Union Dues	25.00
203-20399	Other Payroll Deductions	323.60
203-5586-59210	DESIGN ENGINEERING	1,470.90
205-20300	FIT Payable	516.81
205-20310	SIT Payable	153.53
205-20340	PARS	78.95
205-20350	Group Insurance	0.91
205-20360	PERS	353.31
205-20380	Union Dues	29.10
205-20399	Other Payroll Deductions	327.23
210-20300	FIT Payable	257.81
210-20310	SIT Payable	60.76
210-20350	Group Insurance	0.88
210-20360	PERS	330.08

Account Summary

Account Number	Account Name	Payment Amount
210-20380	Union Dues	63.04
210-20399	Other Payroll Deductions	254.25
210-3130-53816	Bus Shelter Maintenance	3,640.00
210-3130-53916	Dial-A-Ride Services	6,302.83
210-3130-53917	Fixed Route Shuttle	37,260.15
210-46100	Dial-A-Ride Fares	-20.50
210-46105	Shuttle Fares	-1,349.50
215-20220	Retention Payable	-5,365.19
215-20300	FIT Payable	524.52
215-20310	SIT Payable	165.57
215-20340	PARS	1.15
215-20350	Group Insurance	0.75
215-20360	PERS	333.94
215-20380	Union Dues	10.13
215-20399	Other Payroll Deductions	425.98
215-5518-59300	Construction Costs	107,303.75
215-5518-59600	Other Services	26,010.00
260-20220	Retention Payable	502.00
260-20300	FIT Payable	768.73
260-20310	SIT Payable	141.93
260-20340	PARS	379.47
260-20350	Group Insurance	1.01
260-20360	PERS	570.44
260-20380	Union Dues	44.66
260-20399	Other Payroll Deductions	828.52
260-3320-53977	Grants & Loans - Resident...	8,220.00
261-20300	FIT Payable	9.54
261-20350	Group Insurance	0.09
261-20360	PERS	45.90
261-20399	Other Payroll Deductions	26.10
270-20300	FIT Payable	112.82
270-20310	SIT Payable	32.82
270-20350	Group Insurance	0.20
270-20360	PERS	55.38
270-20399	Other Payroll Deductions	50.42
275-1125-53111	Contract Services - Private	15,405.86
280-20220	Retention Payable	-2,888.25
280-5594-59300	Construction Costs	57,764.92
284-3100-53111	Contract Services - Private	1,205.00
285-20300	FIT Payable	950.99
285-20310	SIT Payable	274.21
285-20340	PARS	133.60
285-20350	Group Insurance	1.49
285-20360	PERS	580.06
285-20380	Union Dues	71.89
285-20399	Other Payroll Deductions	424.29
285-3330-53111	Contract Services - Private	14,694.09
285-3330-53712	Utility - Electricity	21,710.41
285-3330-53714	Utility - Water	2,210.10
285-3330-53715	Utility - Communications	22.05
285-3330-53813	Facility Maintenance	4,813.38
285-3330-53814	Landscape Maintenance	2,229.53
285-3330-53822	Park Maintenance & Repa...	13,059.58
285-3330-53911	Equipment Lease/Rental	2,145.00
405-5598-59210	DESIGN ENGINEERING	7,950.00
410-5598-59210	DESIGN ENGINEERING	7,950.00
500-3210-53411	Printing & Publishing	479.00
500-5595-59600	Other Services	4,310.00

Account Summary

Account Number	Account Name	Payment Amount
550-6100-53017	Software & Licensing	598.32
550-6100-53018	Computer Hardware & Su...	438.89
555-3150-53014	Fuel	856.88
555-3150-53812	Vehicle Maintenance	3,517.40
555-3150-53912	Vehicle Lease	3,325.88
600-23280	Deposit - C & D	1,480.00
	Grand Total:	1,204,957.66

Project Account Summary

Project Account Key	Payment Amount	
None	1,174,109.06	
30121E	8,722.00	
30221E	1,169.30	
41221E	20.54	
62021E	648.68	
69421E	8,699.38	
69721E	1,920.51	
70621E	9,668.19	
	Grand Total:	1,204,957.66



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: February 23, 2021

From: Bob Lindsey, City Manager

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

SUBJECT: PRESENTATION OF JANUARY 2021 INVESTMENT REPORT

BACKGROUND

This report presents the City's investment portfolio for the one-month period ending January 31, 2021. The attachment provides details of the City's portfolio. It has been prepared to comply with regulations contained in California Government Code Section 53600 and the Statement of Investment Policy approved by City Council on June 9, 2020.

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

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

DISCUSSION

The Investment Report for January 2021 has been provided for your review.

The investment activity for the period is summarized in the following table:

Action	Instrument	Settlement Date	Interest Rate	Maturity Date	Face Value
Purchase	State of California Bonds (Municipals)	01/11/2021	3.38%	04/01/2025	\$250,000.00
Purchase	Government Obligation-Federal Home Loan Bank Bond (FHLB)	01/26/2021	0.56%	01/26/2026	\$250,000.00
Purchase	Government Obligation-Federal Home Loan Bank Bond (FHLB)	01/26/2021	0.30%	02/09/2026	\$250,000.00
Sale	Certificate of Deposit – Enerbank	01/22/2021	2.35%	07/22/2024	\$250,000.00
Sale	Government Obligation-Federal Farm Credit Bank Bond (FFCB)	01/26/2021	3.00%	01/26/2021	\$250,000.00
Sale	Government Obligation-Federal Home Loan Mortgage Corp (FHLMC)	01/29/2021	1.875%	01/29/2025	\$250,000.00
Sale	Government Obligation-Federal Home Loan Mortgage Corp (FHLMC)	01/29/2021	0.70%	04/29/2025	\$250,000.00

FISCAL IMPACT

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

SUMMARY

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

RECOMMENDATION

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

ATTACHMENTS

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

Cash and Investment Report
January 31, 2021

Investment Type	Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Market Valuation
Local Agency Investment Fund	State of California			0.685%	\$ 6,105,901	\$ 6,105,901	\$ 6,131,024	LAIF
Government Obligations								
U.S. Agency Security	FFCB	06/07/19	06/13/24	1.950%	250,000	249,712	264,025	Stifel
U.S. Agency Security	FFCB	06/12/19	06/21/24	2.220%	250,000	250,000	251,670	Stifel
U.S. Agency Security	FFCB	06/10/20	06/10/25	0.680%	250,000	250,000	250,078	Multi-Bank
U.S. Agency Security	FFCB	06/02/20	06/09/25	0.500%	250,000	250,000	250,238	Stifel
U.S. Agency Security	FFCB	07/29/20	07/29/25	0.580%	250,000	250,000	249,178	Stifel
U.S. Agency Security	FHLB	05/05/20	05/19/25	0.750%	250,000	250,000	250,030	Stifel
U.S. Agency Security	FHLB	06/29/20	06/30/25	0.650%	375,000	375,000	373,620	Stifel
U.S. Agency Security	FHLB	02/09/21	02/09/26	0.300%	250,000	250,000	249,895	Stifel
U.S. Agency Security	FHLB	01/26/21	01/26/26	0.560%	250,000	250,000	249,463	Multi-Bank
U.S. Agency Security	FHLB	06/29/20	06/30/25	0.680%	250,000	250,000	249,703	Stifel
U.S. Agency Security	FHLMC	04/21/20	04/21/25	0.700%	500,000	499,260	499,540	Stifel
U.S. Agency Security	FHLMC	11/14/19	05/10/24	1.750%	250,000	250,061	250,955	Stifel
U.S. Agency Security	FHLMC	08/12/16	08/12/21	1.125%	250,000	246,250	252,828	Stifel
U.S. Agency Security	FHLMC	06/19/20	06/30/25	0.720%	250,000	250,000	249,590	Stifel
U.S. Agency Security	FHLMC	06/29/20	06/28/24	0.500%	250,000	250,000	250,308	Stifel
U.S. Agency Security	FHLMC	05/01/20	05/05/25	0.700%	250,000	249,750	250,003	Stifel
U.S. Agency Security	FHLMC	07/14/20	07/14/25	0.600%	250,000	250,000	248,240	Stifel
U.S. Agency Security	FHLMC	07/23/20	07/23/25	0.500%	250,000	249,625	248,103	Stifel
U.S. Agency Security	FNMA	06/04/20	06/30/25	0.800%	250,000	250,000	250,605	Stifel
U.S. Agency Security	FNMA	06/04/20	06/04/25	0.710%	250,000	250,000	250,333	Multi-Bank
U.S. Agency Security	FNMA	05/27/20	05/27/20	0.750%	250,000	250,000	250,345	Multi-Bank
U.S. Agency Security	FNMA	07/22/20	07/22/25	0.600%	250,000	250,000	248,470	Stifel
U.S. Agency Security	FNMA	08/03/20	08/19/25	0.625%	250,000	250,000	247,375	Stifel
U.S. Agency Security	FNMA	08/03/20	08/12/25	0.500%	250,000	250,000	248,778	Stifel
U.S. Agency Security	FNMA	08/17/20	08/14/25	0.500%	250,000	249,899	249,653	Stifel
U.S. Agency Security	FNMA	07/29/20	07/29/25	0.700%	250,000	250,000	250,123	Multi-Bank
Total Government Securities					6,875,000	6,869,557	6,883,143	
Municipal Bonds***				various	500,000	496,726	509,639	
Negotiable Certificates of Deposit ***				various	7,930,000	7,930,205	8,163,859	
Corporate Bonds***				various	1,250,000	1,233,425	1,293,370	
Total Investments					\$ 22,660,901	\$ 22,635,813	\$ 22,981,034	
Deposits						1,048,482	*	
Miscellaneous Cash						2,200	**	
Total Cash and Deposits						1,050,682		
Total Investments, Cash and Deposits						\$ 23,686,495		

I certify that this investment portfolio is in conformity with the Investment Policy of the City of La Puente as stated in Resolution No. 20-5558 dated June 09, 2020. The Investment Program provides sufficient liquidity to meet the next six months' estimated expenditures.

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

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

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

Troy O. Grunklee, CPA
Dir. Of Aministrative Services

Alex Merkel Medina
Principal Accountant

CITY OF LA PUENTE**Negotiable Certificates of Deposit****Cash and Investment Report****January 31, 2021**

Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Valuation
JP Morgan Chase Bank	5/19/20	5/28/25	1.00%	248,000	248,000	245,594	Stifel
BMW Bank	2/26/16	2/26/21	1.70%	248,000	248,000	248,365	Stifel
Pinnacle Bank	9/22/17	3/22/21	1.95%	245,000	245,000	245,696	Stifel
Bank Hapoalim	4/6/16	4/6/21	1.60%	248,000	248,000	248,714	Stifel
Synchrony Bank	4/15/16	4/15/21	1.50%	248,000	248,000	248,888	Stifel
Wells Fargo Bank	6/17/16	6/17/21	1.75%	248,000	248,000	249,498	Stifel
Mercantil Commerce Bank	6/24/16	6/24/21	1.65%	248,000	248,000	249,575	Stifel
Keesler Federal Credit Union	2/28/19	8/30/21	3.05%	249,000	249,000	253,425	Stifel
Discover Bank	12/14/16	12/14/21	2.10%	248,000	248,000	252,469	Stifel
State Bank of India, NY	1/26/17	1/26/22	2.35%	248,000	248,000	253,654	Stifel
Mountain America FCU	4/23/19	3/27/23	3.00%	249,000	249,205	264,473	Stifel
Sallie Mae Bank	3/22/17	3/22/22	2.35%	247,000	247,000	253,457	Stifel
Medallion Bank	4/4/17	4/4/22	2.25%	248,000	248,000	254,406	Stifel
American Express Centurion Bank	4/5/17	4/5/22	2.45%	247,000	247,000	253,881	Stifel
Goldman Sachs Bank	4/12/17	4/12/22	2.40%	247,000	247,000	253,079	Stifel
Capital One Bank USA NA	4/19/17	4/19/22	2.40%	247,000	247,000	254,035	Stifel
EverBank	4/28/17	4/28/22	2.15%	248,000	248,000	254,428	Stifel
American Express Bank FSB	5/3/17	5/3/22	2.35%	247,000	247,000	253,973	Stifel
Capital One Bank NA McLean VA	5/10/17	5/10/22	2.30%	247,000	247,000	254,042	Stifel
Comenity Bank	5/31/17	5/31/22	2.35%	248,000	248,000	255,549	Stifel
First Bank of Highland	6/21/17	6/21/22	2.10%	247,000	247,000	253,973	Stifel
Morgan Stanley Bank NA	6/6/19	6/6/24	2.70%	246,000	246,000	266,280	Stifel
Morgan Stanley Private Bank	4/23/19	4/25/24	2.75%	246,000	246,000	266,069	Stifel
East Boston Savings Bank	8/14/20	8/14/25	0.50%	248,000	248,000	249,478	Stifel
Merrick Bank	7/31/19	7/31/24	2.20%	249,000	249,000	265,984	Stifel
Citadel Federal Credit Union	2/26/20	2/27/25	1.65%	248,000	248,000	261,501	Stifel
Axos Bank	2/27/20	3/26/25	1.65%	249,000	249,000	262,717	Stifel
Pathfinder Bank	10/2/20	10/14/25	0.50%	249,000	249,000	249,229	Stifel
Evansville Teachers Fed. Credit	8/27/19	8/29/22	2.10%	249,000	249,000	256,938	Stifel
First Bank of DeQueen	8/21/19	8/30/24	1.80%	249,000	249,000	262,737	Multi-Bank
Luana Savings Bank	2/28/20	2/28/25	1.55%	248,000	248,000	260,494	Multi-Bank
Celtic Bank	4/17/20	4/17/25	1.50%	249,000	249,000	261,258	Multi-Bank
Total for Negotiable Certificates of Deposit				<u>\$ 7,930,000</u>	<u>\$ 7,930,205</u>	<u>\$ 8,163,859</u>	

CITY OF LA PUENTE

Corporate Bonds
Cash and Investment Report
January 31, 2021

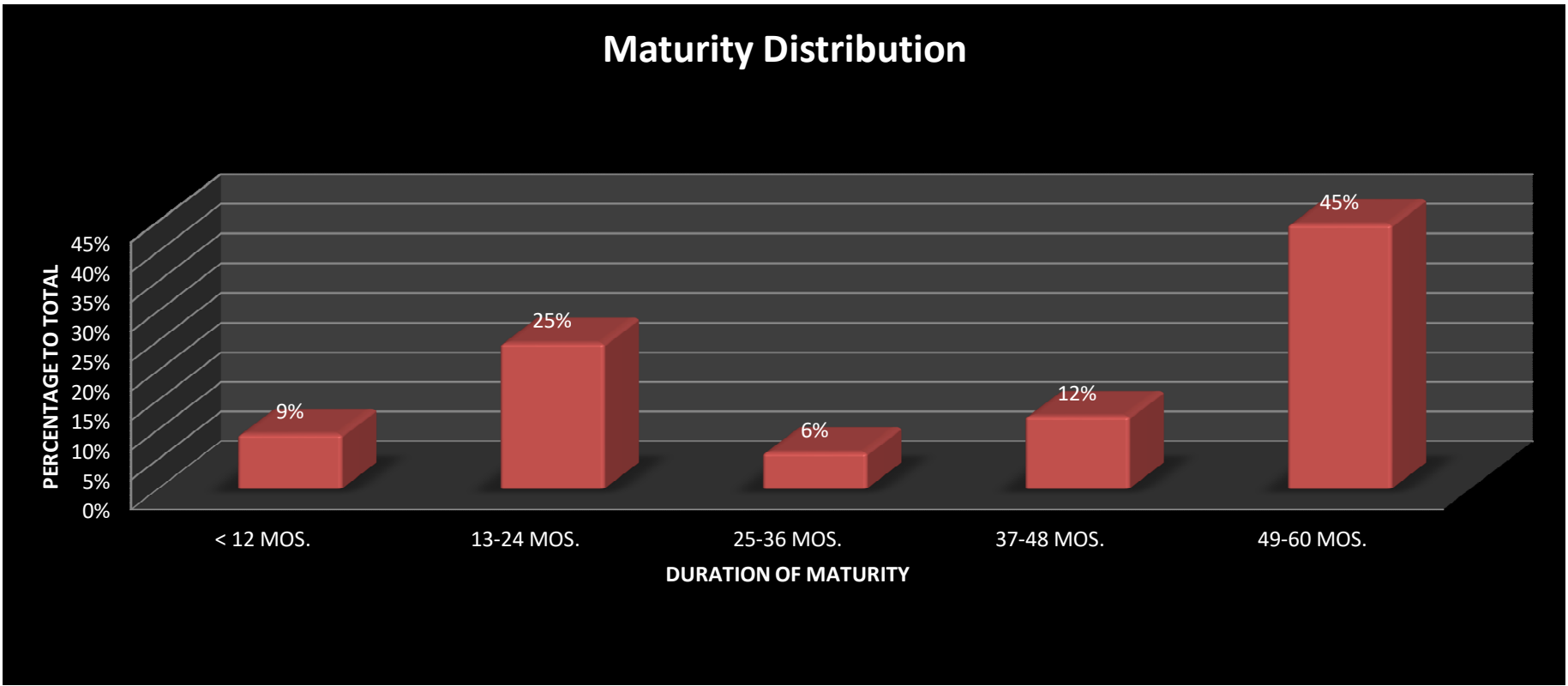
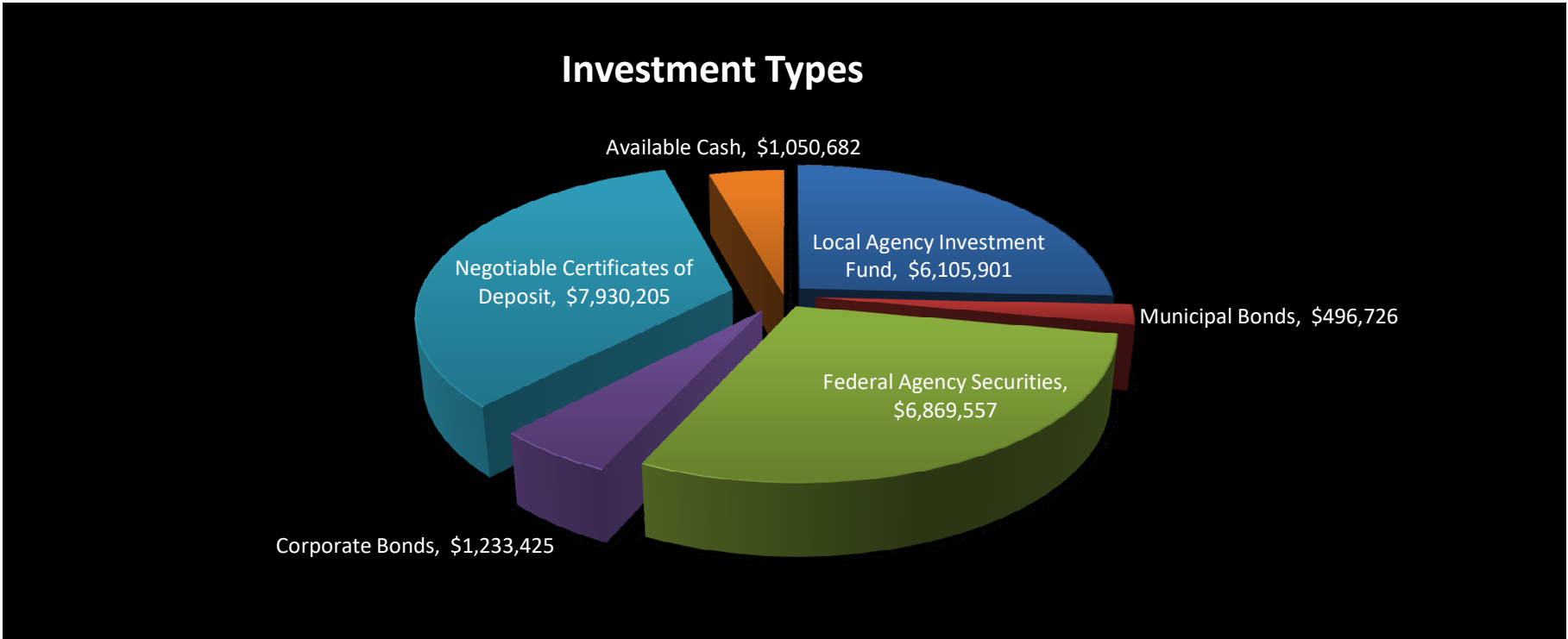
Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Market Valuation
Apple Inc	10/27/17	2/9/22	2.15%	250,000	250,000	254,960	Stifel
Proctor and Gamble	1/9/18	11/3/21	1.70%	250,000	244,875	252,828	Stifel
Bank of New York Mellon	8/16/18	8/16/23	2.20%	250,000	237,232	261,053	Stifel
JP Morgan Chase	4/3/19	5/18/23	2.70%	250,000	251,094	262,220	Stifel
Coca Cola	10/10/19	9/6/24	1.75%	<u>250,000</u>	<u>250,224</u>	<u>262,310</u>	Stifel
Total for Negotiable Corporate Bonds				<u>\$ 1,250,000</u>	<u>\$ 1,233,425</u>	<u>\$ 1,293,370</u>	

CITY OF LA PUENTE

Municipal Bonds
Cash and Investment Report
January 31, 2021

Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Market Valuation
State of California	1/11/21	4/1/25	3.38%	250,000	247,965	246,044	Multi-Bank
Los Angeles Airport Revenue Bonds	7/16/18	5/15/23	2.79%	<u>250,000</u>	<u>248,761</u>	<u>\$ 263,595</u>	Stifel
Total for Municipal Bonds				<u>\$ 500,000</u>	<u>\$ 496,726</u>	<u>\$ 509,639</u>	

Cash and Investment Report Charts
January 31, 2021





City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: February 23, 2021

Via: Bob Lindsey, City Manager

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

SUBJECT: PRESENTATION OF JANUARY 2021 REQUISITION REPORT

BACKGROUND

On April 24, 2018, the City Council adopted several ordinances and accompanying resolutions amending the City's purchasing procedures to streamline and make the procurement process more efficient. One of the amendments to the purchasing procedures was a provision setting a \$5,000 spending limit for Department Heads and a separate provision increasing the City Manager's spending limit to \$20,000 for professional services, supplies and equipment. In order to document purchases approved by the City Manager and/or Department Heads the City Council directed that a monthly report be prepared and filed with the City Council. Due to modified City Council meeting schedules during the winter holiday season, this report will cover a three-month period. This action is to receive and file the requisition summary report for the period of January 2021.

DISCUSSION

City staff initiated three (3) requisitions during the month totaling \$79,788.

RECOMMENDATION

It is recommended that the City Council receive and file the requisition summary report for January 2021.

ATTACHMENTS

Attachment "A": Requisition Summary Report for January 2021.

City of La Puente
Requisition Summary Report
For the period of January 2021

Requisition Number	Date Requested	Date Approved	Status	Department
REQ000419	1/7/2021	1/7/2021	Approved	Development Services

Vendor: Daktronics
Description: Baseball Scoreboards (2)

Total Obligation \$ 23,956.90
Total Paid \$ -

Submitted By: Troy Grunklee
Approved By: City Council
Funding Source: General Fund (100)

Requisition Number	Date Requested	Date Approved	Status	Department
REQ000420	1/26/2021	1/26/2021	Approved	Development Services

Vendor: Custom Signs, Inc.
Description: Installation of Outdoor Message Board-Community Center LED Sign

Total Obligation: \$ 23,368.00
Total Paid \$ -

Submitted By: Norma Ramirez
Approved By: City Council
Funding Source: PEG Access Fund (275)

Requisition Number	Date Requested	Date Approved	Status	Department
REQ000421	1/26/2021	1/26/2021	Approved	Development Services

Vendor: Daktronics, Inc.
Description: Purchase of Outdoor Message Board-Community Center LED Sign

Total Obligation: \$ 32,463.10
Total Paid \$ -

Submitted By: Norma Ramirez
Approved By: City Council
Funding Source: PEG Access Fund (275)



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: February 23, 2021

From: Bob Lindsey, City Manager

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

SUBJECT: SECOND READING OF 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

BACKGROUND

At its meeting of February 9, 2021, the City Council introduced Ordinance No. 20-970 adding 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. The City Council further adopted Resolution No. 21-5068 which designated the Skate Park as a location where skate activity is permitted in the City.

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.

At the January 26, 2021, City Council meeting, the City Council adopted an urgency ordinance to immediately regulate use of the recently completed 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"). The City Council also provided direction to staff to further refine the regulations regulating skate activity at the Skate Park. Ordinance No. 21-970, introduced on February 9, 2021, incorporates the City Council's comments from the January 26 meeting and makes 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.

Ordinance No. 21-970 limits 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 requires parents or guardians to accompany users under age 12 and require all users to wear safety gear, including helmets. It prohibits use of user-supplied obstacles, ramps and jumps, and any other reckless and

unsafe behavior. It declares 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.

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 adopt Ordinance No. 21-970, an Ordinance of the City of La Puente, California, Adding 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.

ATTACHMENTS

Attachment "A": Ordinance No. 21-970

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 23rd 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 AGENDA REPORT

To: Mayor and City Council For meeting of: February 23, 2021

From: Bob Lindsey, City Manager

By: Victor Ponto, City Attorney

SUBJECT: SECOND READING 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

At its meeting of February 9, 2021, the City Council introduced Ordinance No. 20-971 adding Section 3.74 (Sex Offender Residence Restrictions) of Title 3 (Public Safety and Morals) of the La Puente Municipal Code.

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, which ordinance was introduced on February 9, 2021.

RECOMMENDATION

It is recommended that the City Council adopt 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, (1) 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 (2) California Penal Code section 3003.5 (a), which prohibits a registered sex offender, during the period of his or her parole, from residing in a single family dwelling with another registered sex offender, unless those persons are legally related by blood, marriage or adoption; 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 282, 104, 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 sections 3003.6 and 3003.5 (a), 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) “Single family dwelling” shall mean a residential structure on a single parcel containing one (1) dwelling unit designed for use by one (1) family. For purposes of this Chapter, a single family dwelling shall not include any state-licensed residential facility which services six (6) or fewer persons.
- (e) “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.

- (a) 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.

(b) When a person is released on parole after serving a term of imprisonment in state prison for any offense for which he or she is required to register as a sex offender, that person may not, during the period of parole, reside in any single family dwelling with any other registered sex offender, unless those persons are legally related by blood, marriage, or adoption.

Section 3.74.030. Enforcement.

Any person who violates Section 3.74.020 (a) 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 23rd 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 AGENDA REPORT

To: Mayor and City Council

For meeting of: February 23, 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
CAPITAL BUDGET TO INCREASE APPROPRIATIONS FOR THE LA PUENTE
PARK MASTER PLAN PROJECT

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 February 9, 2021 the City Council directed staff to proceed with completing the construction of various aspects of the La Puente Park Master Plan Phase I and Phase II, based on the recommendation of the *ad hoc* committee. The items identified for funding and completion are as follows:

Drinking Fountains (4)	Remove Concrete Picnic Table
Batting Cage Netting	Remove Concrete Slabs
New Sod (Hacienda/Temple)	Electric Vehicle Chargers (Electrical)
Flag Pole	Park Benches (12)
Palm Trees (Baseball Field)	Park Office (Kiosk)
Foul Ball Netting	Snack Bar Exterior Painting
Relocate Gas Meter Maintenance Yard	Dugout Covers
Basketball Fencing (Southside)	Service Road to Maintenance Yard
Maintenance Yard Equipment Shed Foundation	Maintenance Yard Equipment Shed

FISCAL IMPACT

The foregoing items listed will cost an estimated \$1,014,750. These expenditures will be appropriated in the General Fund. Of this amount, staff believes that \$300,000 may be eligible for Measure W funding. At which time it is determined that the costs are allowable pursuant to the Measure W guidelines, another resolution will be introduced to amend the budget to reflect that fact.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 21-5613 amending the adopted Capital Budget for Fiscal Year 2020/21 in the amount of \$1,014,750.

ATTACHMENTS

Attachment "A": Resolution No. 21-5613 amending the adopted Capital Budget for Fiscal Year 2020/21 in the amount of \$1,014,750.

RESOLUTION NO. 21-5613

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

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

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

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

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

SECTION 2. The City of La Puente’s Capital Budget for Fiscal Year 2020-2021 is hereby amended to increase the appropriation of expenditures in the General Fund for operating costs in the amount of \$1,014,750 for use in the La Puente Park Master Plan project.

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 23rd 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 AGENDA REPORT

To: Mayor and City Council

For meeting of: February 23, 2021

From: Bob Lindsey, City Manager

By: John Di Mario, Director of Development Services
Abraham Tellez, Senior Planner

SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH RRM DESIGN GROUP FOR THE PREPARATION AND CERTIFICATION OF THE 5TH AND 6TH CYCLE HOUSING ELEMENTS AND ASSOCIATED ENVIRONMENTAL DOCUMENTS IN THE AMOUNT OF \$172,880

BACKGROUND

At the City Council meeting of June 9, 2020, the Council approved Resolution No. 20-5559 approving the application for Local Early Action Planning (“LEAP”) grant funds with the State of California Department of Housing and Community Development (“HCD”). HCD is the responsible agency for the administration of the grant funds and required that the City first adopt a resolution approving the application for these funds. In September 2020, the City received notification from HCD that the City’s grant was approved for funding. On January 19, 2021 the City received an executed agreement from HCD formally awarding the City’s LEAP grant funds in the amount of \$150,000, which is to be used towards the preparation and certification of the City’s 6th Cycle Housing Element.

DISCUSSION

Following notification from HCD of the City’s award of the grant, Staff issued a Request for Qualifications (RFQs) and reviewed Statements of Qualifications from a total of four (4) planning consulting firms/teams. Staff held interviews with each of the firms in December 2020 and January 2021. Following the conclusion of the interviews, Staff began more involved discussions with the RRM Design Group team (“RRM Group”).

The RRM Group team consists of Veronica Tam and Associates and Morse Planning Group as subconsultants as part of the project team to deliver to the City the preparation and certification of the City’s 5th and 6th Cycle Housing Elements and associated environmental documents. The RRM Group team has combined extensive planning, design, housing element and California Environmental Quality Act (“CEQA”) experience to meet the City’s needs. The RRM Group team includes planning professionals from different backgrounds and experiences that together will accomplish the City’s project goals. Their combined expertise in planning and design and in the preparation of housing elements for cities across the San Gabriel Valley will result in a certifiable housing element document(s) along with CEQA compliance for the City.

Attached to this report is a Professional Services Agreement (“Agreement”) with RRM Design Group to complete the required housing elements by October of 2021.

AGENDA ITEM NO. D-7

Pursuant to Section 2.20.090 of the City’s purchasing Ordinance, agreements for professional services can be executed without observing the City’s formal bidding procedures based on the determination by the City Manager. As stated in Section 2.20.020, the term “professional services” specifically includes “experts” such as housing element experts and “environmental consultants”. The City Manager can make his determination based on any, or all, of the following: demonstrated competence, qualifications, experience, and reasonableness of cost to perform the services.

The timing for the completion of the housing elements is critical since the deadline is established by State Law. Pursuant to State law, the 5th and 6th Cycle Housing Elements are to be certified by HCD by October 15, 2021. As provided for in the Agreement, the RRM team can complete the process so that the City Council can act upon the prepared housing elements and environmental documents at a meeting in September or October 2021.

FISCAL IMPACT

Funding for the 5th Cycle Housing Element has been included in the Fiscal Year 2020-21 budget, specifically from the Planning/Zoning department in the amount of \$40,000. The scope of services provided by the RRM Group lists this task at a cost of \$22,880. Funding for the 6th Cycle Housing Element will be from the \$150,000 LEAP grant funds. The scope of services provided by the RRM Group lists this task and all other associated tasks, including environmental review and documents, at a cost of \$150,000; resulting in a total project cost of \$172,880.00.

RECOMMENDATION

It is recommended that the City Council: (1) approve the Agreement with RRM Design Group, for preparation of the 5th and 6th Cycle Housing Elements and associated environmental documents in the amount of \$172,880; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

ATTACHMENTS

Attachment “A”: Professional Services Agreement

CITY OF LA PUENTE
PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of February 23, 2021 (“Effective Date”), between the City of La Puente, a municipal corporation (“City”) and RRM Design Group, a California corporation, (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

This Agreement shall commence on the Effective Date, and shall remain and continue in effect until the tasks described herein are completed, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing environmental consulting and documentation services serving a municipal agency.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on the Effective Date if both (i) such work would require Consultant to abstain from a decision under this Agreement pursuant to a conflict of interest statute or law; and (ii) City has not consented in

writing to Consultant's performance of such work. No officer or employee of City shall have any financial interest in this Agreement that would violate California Government Code Sections 1090 *et seq.* Consultant hereby warrants that it is not now, nor has it been in the previous twelve (12) months, an employee, agent, appointee, or official of the City. If Consultant was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Consultant warrants that it did not participate in any manner in the forming of this Agreement. Consultant understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Consultant will not be entitled to any compensation for Services performed pursuant to this Agreement, and Consultant will be required to reimburse the City for any sums paid to the Consultant. Consultant understands that, in addition to the foregoing, it may be subject to criminal prosecution for a violation of Government Code § 1090 and, if applicable, will be disqualified from holding public office in the State of California.

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed One Hundred Seventy Two Thousand Eight Hundred Eighty Dollars (\$172,880.00) for the total Term of the Agreement unless additional payment is approved as provided for in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

(c) Duty to Defend

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

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

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

(a) Consultant is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf

of Consultant shall at all times be under Consultants exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Consultant or any of Consultant's officers, employees, or agents, except as set forth in this Agreement. Consultant shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required

by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

If to City:

Bob Lindsey, City Manager
City of La Puente
15900 E. Main Street
La Puente, CA 91744
Email: blindsey@lapuente.org

With a copy to:

Victor Ponto, Interim City Attorney
Olivarez Madruga Lemieux O'Neill, LLP
11227 Valley Boulevard, Suite 200
El Monte, CA 91731

If to Consultant:

Diane Bathgate, Principal/Project Manager
RRM Design Group
32332 Camino Capistrano, Suite 205
San Juan Capistrano, CA 92675
Email: DLBathgate@rrmdesign.com

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

The City and Consultant understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court in Los Angeles County, California. If any action at law or suit in equity is brought to enforce or interpret the provisions of this Agreement, or arising out of or relating to the Services provided by Consultant under this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and all related costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CITY”

City of La Puente

“CONSULTANT”

RRM Design Group

By: _____
Bob Lindsey, City Manager

By: _____
Its: _____

Attest:

By: _____
Sheryl Garcia, City Clerk

Approved as to form:

By: _____
Victor Ponto, Interim City Attorney

Attachments:	Exhibit A	Scope of Services
	Exhibit B	Rate Schedule
	Exhibit C	Insurance Requirements

EXHIBIT A
SCOPE OF SERVICES

Consultant shall perform the following Services: The preparation and certification of a 5th and 6th Cycle Housing Element and associated environmental document (s) identifying and reporting on the potentially significant, adverse, environmental impacts of the proposed project consistent with the provisions of the California Environmental Quality Act. The proposed scope of services consists of five (5) tasks to achieve State-compliant 5th and 6th Cycle Housing Elements.

Task 1: Project Management and Community Engagement:

Task 1.1: Project Kickoff Meeting

RRM Design Group with Veronica Tam Associates (VTA) and Morse Planning Group (MPG) will prepare for and conduct an initial kickoff meeting with City staff. This task is anticipated to be conducted as a conference call and includes the following topics:

- Identification of key project contacts and information exchange
- Review of project objectives, scope of work, and project timeline
- Discussion of issues to be focused on during the project
- Identification of optimal working relationship (such as turnaround times)
- Review and refinement of the public outreach strategy

Deliverables

- Meeting agenda and list of data needs
- Meeting summary with project goals, objectives, and action items
- Refined project schedule

Task 1.2: Project Management and Coordination

Project management and coordination include regular communication between the project manager and the City. The project manager, in conjunction with VTA, will coordinate the overall project schedule. This task is intended to allow for necessary coordination between the project team members and City staff, including teleconferences, meetings, correspondence, recordkeeping, electronic file management, and additional necessary coordination.

Deliverables

- Ongoing project management and coordination (assumes 6 hours per month over the course of 10 months)

Task 1.3: Community Engagement

To facilitate preliminary budgeting for the project, a general approach for the Housing Element Update public outreach process to inform and seek input will be outlined. The budget estimate

assumes a combination of web conferencing and online engagement, considering COVID-19 constraints for the foreseeable future. Informed by discussions with staff and with COVID-19 considerations in mind, the following potential activities are recommended for outreach to provide education and solicit input:

- Online housing needs survey
- Stakeholder interviews (up to 5) held over the course of one morning or afternoon
- Planning Commission Study Session with the broader community invited

Over the course of the project, this task also includes the provision of materials for posting on the City's website and social media channels such as flyers, frequently asked questions (FAQs), project scope, schedule, and completed products as they are developed. It is assumed City staff will be responsible for meeting notification, facilities (if any), and logistics.

Deliverables

- Refine community engagement plan with City staff and conduct agreed-upon activities

Task 2: 5th Cycle Housing Element Revisions:

La Puente adopted its 5th Cycle Housing Element in 2016, past the statutory deadline and grace period and therefore subject to 4-year update requirements. While the City adopted a 4-year update on time (by October 15, 2017), the updated Housing Element did not fully comply with State law and requires additional revisions (as referenced in the April 2018 HCD letter). Subsequent submittal in 2018 to HCD also did not fully address HCD comments.

The primary focus of HCD's comments on the 2018 Draft Housing Element is on adequate sites. Discussions with HCD staff (Robin Huntley) indicate that the best approach would be for the City to clear the findings outlined in the April 2018 HCD letter. Otherwise, the City would be considered to have a shortfall in sites, which would rollover to the 6th cycle. The following tasks are anticipated:

- Review sites inventory in 2018 Draft Housing Element to clarify/correct issues identified by HCD
- Identify additional sites available under current zoning, if necessary, to meet the RHNA for 5th Cycle
- Revise the 2018 Draft Housing Element only to the extent necessary to address HCD comments (we ask for the 2018 document to be provided to the project team in Word)
- Submit Revised Draft Housing Element to HCD for review and coordinate with HCD for an expedited review, if possible
- Conduct Planning Commission and City Council hearings (up to two) to adopt the update the 5th Cycle Housing Element

The sites inventory, once clarified and accepted by HCD for the 5th cycle, may be reused for the 6th Cycle RHNA.

Deliverables

- Conduct tasks as described above
- Provide revised 5th Cycle Housing Element (PDF and Word)

Task 3: 6th Cycle Housing Element Components:

Task 3.1: Review of Current Housing Element

While Task 3 will focus on refinements, certification and adoption of the 5th Cycle Housing Element, this task will focus on evaluation of the 5th Cycle Housing Element to determine the revisions that must be made to comply with current State law and HCD requirements. This evaluation will be submitted as a written outline with recommended changes or annotated document with areas for update and improvement, programs that should be considered, and any other relevant housing issues that might be included in this update. Obsolete sections shall be identified for removal. In collaboration with City staff, the Consultant Team will prepare an analysis of the City's progress toward meeting the identified goals, policies, and programs since the adoption of the 2013-2021 Housing Element.

This task will include a review of documents relevant to the Housing Element update:

- 2013–2021 Housing Element
- Land Use Element
- General Plan
- Housing Element Annual Progress Reports
- Adopted and draft specific plans and zoning amendments
- Municipal code/zoning code

Deliverables

- Evaluation of the existing Housing Element, General Plan, Zoning Ordinance, and other supporting materials in comparison to current State housing law

Task 3.2: Housing Assessment and Needs Analysis

A housing assessment and needs analysis will be prepared pursuant to State housing law. The Consultant Team will obtain and analyze demographic, economic, infrastructure and housing data needed to complete this task. The housing assessment and needs analysis will contain the following topics to satisfy Government Code Section 65583(a) requirements:

- Demographics, income, and employment trends
- Household characteristics
- Housing stock characteristics
- At-risk housing analysis; analysis of special housing needs
- Affirmatively furthering fair housing analysis

Deliverables

- Draft housing needs assessment (PDF and Word)

Task 3.3: Site Inventory Analysis

The Southern California Association of Governments has estimated a total of 1,924 dwelling units for La Puente in the 6th Cycle Regional Housing Needs Assessment (RHNA) numbers: 542 very low income, 275 low income, 274 moderate income, and 833 above moderate income.

The previous 5th Cycle Housing Element is required to address a RHNA of 818 units. Once clarified and accepted by HCD, the sites inventory for the 5th Cycle Housing Element will provide a starting point and sites will be determined citywide that may be viable RHNA sites based on the following new state law requirements bulleted below:

- Conduct additional analysis for sites smaller than one-half acre or larger than 10 acres
- Conduct additional analysis for underutilized sites
- Identify sites included in the past two housing element cycles that are now required to allow affordable housing by-right
- Identify if sites are publicly owned
- Indicate whether a site has available or planned and accessible infrastructure

The site selection criteria will be updated to identify new sites and reevaluate sites identified for the 5th Cycle Housing Element land inventory. As part of the site selection process, the General Plan policies and land use density range, zoning, available infrastructure, and opportunities within approved specific plans will be considered. General Plan and zoning strategies that will address additional housing unit capacity will be formulated. Potential repositioning of commercial properties for creation of housing opportunities will be included in this task, with potential sites including:

- Bodega Shopping Center (Valley Boulevard and Azusa Way)
- Sunkist Plaza Shopping Center (Amar Road and Willow Avenue),
- Citywide C2 zoning (based on shopping center size)

As part of the housing sites analysis, the consultant team will complete the following:

Document potential sites - An inventory, map, and analysis clearly illustrating the City's capacity to accommodate the 6th Cycle RHNA will be prepared. In keeping with state law, the realistic development capacity of each site will be documented and a map showing all identified sites will be prepared. The sites' inventory will be compiled using the HCD template.

- Rezoning concepts for additional capacity - In collaboration with City staff, RRM will analyze and prepare high-level General Plan and zoning concepts to create opportunities for greater housing options and density.
- Investigate alternative RHNA credits - This includes analyzing the capacity for alternative RHNA credits for accessory dwelling units, guest quarters, preservation of

existing at-risk affordable housing projects, and other similar, nontraditional RHNA credit opportunities.

- Ensure sites affirmatively further fair housing - Work with City staff to determine if the sites identified in the inventory are located throughout the community in a manner that affirmatively furthers fair housing.
- Underutilized sites analysis - Complete an analysis of nonvacant sites to address a portion of the RHNA. As part of this task, the realistic development potential within the planning period will be analyzed by considering the extent that a nonvacant site's existing use impedes additional residential development, the jurisdiction's past experience converting existing uses to higher density residential development, market trends and conditions, and regulatory or other incentives or standards that encourage additional housing development on any nonvacant sites.
- Analyze the feasibility of applicable densities to meet the lower-income RHNA - Typically, this is done by reviewing similarly situated built projects in the vicinity, calling local developers, and reviewing pro formas/development applications submitted to the City to infer development feasibility.
- Infrastructure analysis - With supporting GIS data provided by the City, determine if parcels included in the inventory have sufficient water, sewer, and dry utilities supply available and accessible to support housing development. This analysis is not required to be parcel-specific. General Plan programs or other mandatory programs or plans to secure sufficient water, sewer, and dry utilities supply to support housing development on the site will be reviewed.

Design compatibility will be a key component of the Housing Element update to ensure additional housing capacity will be consistent with La Puente character and community expectations. Under this task, RRM will develop graphics for up to two (2) sites to illustrate potential development, helping the community at large to better understand potential changes from proposed new residential densities. The two graphics will inform implementation actions of the Housing Element update including potential specific plans or rezoning potential for selected sites.

Deliverables

- Draft memorandum on methodology and summary of analysis findings (PDF and Word)
- Up to two (2) conceptual site graphics to illustrate potential residential or mixed-use development

Task 3.4: Housing Constraints

Potential governmental and non-governmental constraints to housing production will be identified, including environmental and infrastructural constraints. This analysis must contain a review of factors that may potentially constrain the development, improvement, and preservation of housing in La Puente. New housing element laws require the assessment of non-governmental constraints, including NIMBYism, lending practices, shortage of labor, and other economic factors. This work will include a review of existing City regulations, codes,

and standards related to housing. Where constraints exist, strategies will be proposed to address them.

Deliverables

- Draft housing constraints analysis for integration into the Housing Element Update (PDF and Word)

Task 3.5: Implementation Program

An eight (8) year Implementation Program will be formulated, inclusive of quantifiable objectives and programs, to address housing needs for all income levels, the elderly, veterans, and populations with disabilities, with special needs or experiencing homelessness.

Deliverables

- Draft implementation program formatted for integration into the Housing Element Update (PDF and Word)

Task 4: Housing Element Update Review and HCD Coordination:

Task 4.1: Screencheck Draft and Public Review Draft Housing Element Update

Integrating draft components developed under Task 3, the Project Team will prepare and submit a Screencheck Draft Housing Element to the City for review. The Screencheck Draft will include required components of a Housing Element pursuant to State law. City staff will review and provide a consolidated, redlined set of comments and changes to RRM for revision.

The Public Review Draft Housing Element will be prepared based on City staff's comments on the Screencheck Draft. City staff will provide a consolidated, redlined set of comments and changes to RRM for revision.

Deliverables

- Screencheck Draft Housing Element Update (PDF and Word)
- Public Review Draft Housing Element Update (PDF and Word)

Task 4.2: HCD Coordination

With support from RRM, VTA will serve as the City's liaison with HCD throughout the Housing Element Update process. The Project Team will support HCD communications and review such as answering questions and resolving any issues that may arise during the review process including:

- Pre-submittal consultation with HCD staff, as necessary, depending on any issues that arise during preparation of the Public Review Draft
- Submittal of Public Review Draft Housing Element to HCD
- Preparation of changes to the Public Review Draft Housing Element required for HCD certification
- Submission of the Final Housing Element to HCD for review and certification

Deliverables

- HCD coordination and Housing Element refinement as described above

Task 4.3: Public Hearings and Final Housing Element Update

The project team will support City review and approval of the Housing Element Update and will attend up to three (3) public hearings. Errata sheets may be used between public hearings to track recommended document edits and changes. Final edits to the Housing Element Update resulting from the hearing process will be accommodated under this task.

Deliverables

- Attendance at up to three (3) public hearings with the Planning Commission and City Council
- Final Housing Element Update (PDF and Word)

Task 5: Environmental Compliance:

Morse Planning Group (MPG) will lead the environmental review and compliance task in accordance with the California Environmental Quality Act (CEQA). As 5th Cycle Housing Element technical assist will focus on clarifying and fixing the existing document, additional CEQA compliance documentation is not anticipated for the 5th Cycle and reliance on previous documentation is assumed. Therefore, this task describes the work program for CEQA compliance for the 6th Cycle Housing Element update.

Assumptions

- Reliance Upon Existing Data and Technical Studies - For the purposes of this scope of work, it is assumed that existing data and technical studies from both City and regional plans and CEQA documents can be relied upon. Thus, the CEQA scope of work will be limited to the synthesis, analysis, and summation of this existing data.
- City Submittal of CEQA Notices and Documents to the State Clearinghouse - In 2020, the Office of Planning and Research, State Clearinghouse has gone to online submittal of CEQA notices and documents. This requires each agency to register online at <https://ceqasubmit.opr.ca.gov/>, and register an administrator for the agency, who will then be able to login and upload documents. It is assumed that the City will be responsible for the online submittal of CEQA notices and documents to the State Clearinghouse.
- City Comments - It is assumed that the City will provide one set of consolidated City comments on draft work products.
- Anticipated CEQA Document - This scope of work assumes that no technical analyses are required and that a Negative Declaration will be prepared. It is anticipated that the Housing Element Update will require the following approvals: 1) adoption of the Negative Declaration, and 2) adoption of General Plan Amendments to update the Housing Element and to redesignate the land uses for certain selected housing sites. Should the City request the preparation of technical studies, a separate scope and fee can be submitted to the City for approval. If the Housing Element Update require additional

approvals, including but not limited to 1) rezoning of selected housing sites, or 2) adoption of General Plan Amendment to revise existing elements (e.g., Safety) or add an element (e.g., Environmental Justice), it would be necessary to revisit the scope of work, fee, and schedule.

Task 5.1: Tribal Consultation, Environmental Noticing, and Meetings

Native American Tribal Consultation Per SB 18 and AB 52

MPG will contact the Native American Heritage Commission to provide the list of Native American tribes to consult. Upon receipt of the NAHC letter, MPG will support the City by providing draft letters for City review and to be put on City letterhead. Upon receipt of the letter back from the City, MPG will transmit letters via email if available or send letters to Tribes via U.S. Certified Mail or an overnight delivery service initiating the consultation process under SB 18 and AB 52. MPG will follow up once with each group via e-mail or telephone. It is assumed that City staff would meet with requested tribes in person or by telephone. MPG would not attend any requested meetings. MPG would assist City staff in drafting a summary of the consultation process.

CEQA Notices

MPG will prepare all CEQA public notices required for the proposed project for City review and signature: Negative Declaration, Notice of Availability, and Notice of Determination. The City will be responsible for transmitting notices and documents to the State Clearinghouse. MPG will be responsible for transmitting notices and a CD/USB drive to designated reviewing agencies (up to 15 agencies). In addition, the City will be responsible for filing notices with the Los Angeles County Clerk, and for the payment of any fees for such filings, as well as for any City-required radius notice mailings, posting of notices, and/or newspaper notices required for the project.

Meetings

MPG Staff will attend up to two meetings with City staff. This task includes a budget of 4 hours for meetings.

Task 5.2: Draft Environmental Document

Administrative Draft Initial Study

MPG will prepare an Initial Study in accordance with CEQA, the CEQA Guidelines, and the City of La Puente's CEQA Guidelines. The Initial Study will include detailed explanations of all checklist determinations, discussions of potential environmental impacts, and mitigation measures, if applicable. The Initial Study analysis shall be in accordance with all applicable sections of CEQA and the CEQA Guidelines. The environmental document will be presented with the following sections: Introduction, Project Description, Initial Study Checklist, Environmental Analysis, and Initial Study Determination. MPG's approach to the analysis portion of the document is to provide thorough and conclusive impact analysis. The topics to be reviewed include all topics included in the most current version of CEQA Guidelines Appendix G.

MPG will submit the Administrative Draft Initial Study for review and comment by City staff. MPG will also submit a Second Administrative Draft Initial Study (“check copy”), which will incorporate one complete set of comments received from City staff.

Public Review Draft Initial Study

MPG will submit the Public Review Draft Initial Study to the City, which will be distributed for public review.

Response to Comments

MPG will respond to written comments received on the Public Review Draft Initial Study during the public review period, and prepare thorough, reasoned, and sensitive responses to relevant environmental issues. MPG will prepare the Administrative Draft Responses to Comments for review and comment by City staff. MPG will submit one “check copy” of the final Responses to Comments document, which will incorporate one complete set of comments received from City staff on the Administrative Draft Responses to Comments. For budgeting purposes, a maximum of 4 hours has been assumed for MPG to prepare the Responses to Comments. Should the comments be excessive and require more than the budgeted time, this task and associated costs would be revisited.

Task 5.3: Final Environmental Document and Adoption

Public Hearings

MPG will attend one public hearing each with the La Puente Planning Commission and City Council. This task includes a budget of 8 hours for public hearings.

Completion of Final Environmental Document

Following City Council approval of the CEQA document, MPG will prepare the Final Initial Study document, which will consist of the revised Public Review Draft Initial Study text, as necessary to address the comments received during the public review period.

Deliverables

- Administrative Draft IS (Word and PDF)
- “Check Copy” of Draft IS/ND (Word and PDF)
- Draft IS/ND (Word and PDF)
- Up to 25 CDs/USB Drives with PDF Files of Draft IS/ND for City, State Clearinghouse, and Reviewing Agencies
- Final IS/ND (PDF and Word)
- Native American Consultation Letters (PDF and Word)
- Native American Consultation Summary (PDF and Word)

Work Program Assumptions:

- Meeting Notices. RRM Design Group will provide website content to notice upcoming meetings and workshops. The City is responsible for printing and distribution of physical meeting and workshop notices. The costs of providing printing and/or distribution of

physical meeting and workshop notices would be on a time and materials basis, if requested.

- Meeting Attendance. The project budget assumes virtual attendance at meetings identified in the work program. The costs of additional or in-person meeting attendance would be on a time and materials basis if requested.
- Draft Documents. A draft of each document will be provided to staff and revised based on a single set of consolidated comments providing clear direction.
- Printing. This budget assumes the City will be responsible for printing and distributing documents unless otherwise specified.

Schedule:

A draft Project Schedule will be submitted to the City for review and approval within 5 days of receiving a Notice to Proceed.

EXHIBIT B

RATE SCHEDULE

Consultant will perform the services, as set forth in the Scope of Services (Exhibit A) in accordance with the following costs by Task as listed below.

TASK 1: PROJECT MANAGEMENT AND COMMUNITY ENGAGEMENT

TASK 1	FEE
Task 1.1: Project Kickoff Meeting	\$2,396
Task 1.2: Project Management and Coordination	\$16,480
Task 1.3: Community Engagement	\$15,066
TASK 1 SUBTOTAL	\$33,942

TASK 2: 5th CYCLE HOUSING ELEMENT REVISIONS

TASK 2	FEE
Task 2.1: 5 th Cycle Housing Element Revisions	\$22,880
TASK 2 SUBTOTAL	\$22,880

TASK 3: 6th CYCLE HOUSING ELEMENT COMPONENTS

TASK 3	FEE
Task 3.1: Review of Current Housing Element	\$7,860
Task 3.2: Housing Assessment and Needs Analysis	\$5,244
Task 3.3: Site Inventory Analysis	\$24,036
Task 3.4: Housing Constraints	\$5,404
Task 3.5: Implementation Program	\$8,096
TASK 3 SUBTOTAL	\$50,640

TASK 4: HOUSING ELEMENT UPDATE REVIEW AND HCD COORDINATION

TASK 4	FEE
Task 4.1: Screencheck Draft and Public Review Draft Housing Element Update	\$23,418
Task 4.2: HCD Coordination	\$10,004
Task 4.3: Public Hearings and Final Housing Element Update	\$16,576
TASK 4 SUBTOTAL	\$49,998

TASK 5: ENVIRONMENTAL COMPLIANCE

TASK 5	FEE
Task 5.1: Tribal Consultation, Environmental Noticing, and Meetings	\$2,100
Task 5.2: Draft Environmental Document	\$10,800
Task 5.3: Final Environmental Document and Adoption	\$1,800
TASK 5 SUBTOTAL	\$14,700

REIMBURSABLES

REIMBURSABLES SUBTOTAL	\$720
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TOTAL PROJECT COST**\$172,880****BILLING RATES**

Any additional charges for all professional, technical, and administrative personnel directly charging time to the project will be calculated and billed on the basis of the following staff category hourly "Billing Rates." Billing Rates include fringe benefits, burden, and fee.

<u>Staff Title</u>	<u>Rate</u>	<u>Staff Title</u>	<u>Rate</u>
RRM Design Group			
Principal In Charge	225.00	Senior Planner	142.00
Project/Planning Manager	218.00	Senior Planner/GIS & Research Analyst	138.00
Architect	210.00	Associate Planner	122.00
Veronica Tam and Associates			
Principal	170.00	Planner	100.00
Senior Planner	125.00	Grants Specialist	110.00
Morse Planning Group			
Principal/Project Manager	150.00	Word Processing	75.00
Environmental Analyst/Planner	110.00	Consultation Relative to Legal Actions	300.00
Graphic Artist	100.00		

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess

insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: February 23, 2021

From: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION OF A CHANGE ORDER WITH FEC ELECTRIC, INC. FOR
PHASE 3 ELECTRICAL IMPROVEMENTS AT LA PUENTE PARK IN THE
AMOUNT OF \$59,267.00

BACKGROUND

At the City Council meeting of October 27, 2020, the Council awarded a contract to FEC Electric, Inc. ("FEC") in the amount of \$339,000.00 for the Phase 3 electrical improvements at La Puente Park. Construction for this project is well underway and nearing completion.

DISCUSSION

A change order has been identified to provide the steel structures and to install the scoreboards for the athletic fields and their ultimate connection to the power source. A total of five (5) scoreboards would be installed consisting of two (2) for the softball fields, two (2) for the baseball fields and one (1) for the football field. FEC has provided the City with a change order request in the amount of \$59,267.00 to complete this work.

As this amount exceeds the 10% contingency (\$33,900) for City Manager approval, Staff is requesting City Council approval to complete this work in preparation of having the athletic fields ready for organized play in the near future.

FISCAL IMPACT

Funding for this change order is available from the General Fund through savings from improvements that have been completed on the west side of the park that were previously appropriated for funding by the City Council.

RECOMMENDATION

It is recommended that the City Council approve the change order with FEC Electric, Inc. in the amount of \$59,267.00 for Phase 3 electrical improvements at La Puente Park.

ATTACHMENTS

None.



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: February 23, 2021

From: Bob Lindsey, City Manager

By: Marc Tran, Interim Assistant City Attorney

SUBJECT: CONSIDERATION AND APPROVAL OF AN AGREEMENT FOR CITY ATTORNEY SERVICES WITH OLIVAREZ MADRUGA LEMIEUX O'NEILL, LLP

BACKGROUND/DISCUSSION

In December 2020, the City of La Puente ("City") engaged the law firm of Olivarez Madruga Lemieux O'Neill, LLP ("OMLO") for interim city attorney services. Since then, OMLO has provided general counsel services as well as drafted and reviewed several policies, contracts, resolutions, and ordinances to the City's satisfaction. At this time, it is recommended that the City Council consider and approve a long-term agreement for city attorney services with OMLO.

FISCAL IMPACT

The fiscal impact depends on the volume of work generated or otherwise requested by the City. The hourly rates are set forth in Section 5 of the Agreement for City Attorney Services, and time is billed in increments of one-tenth of an hour. The hourly rates in the long-term agreement are the same as the rates set forth in the interim agreement.

RECOMMENDATION

It is recommended that the City Council approve the agreement with Olivarez Madruga Lemieux O'Neill, LLP for City Attorney Services.

ATTACHMENTS

Attachment "A": Agreement for City Attorney Services

**AGREEMENT FOR
CITY ATTORNEY SERVICES FOR
THE CITY OF LA PUENTE**

This AGREEMENT FOR CITY ATTORNEY SERVICES (the “Agreement”) is made and entered into this 23rd day of February, 2021, by and between the law firm of OLIVAREZ MADRUGA LEMIEUX O’NEILL, LLP, a California limited liability partnership (the “Firm”), and the CITY OF LA PUENTE, a municipal corporation (the “City”). The Firm and the City may be referred to hereinafter individually and/or collectively, as the context may require, as “Party” or “Parties.”

1. APPOINTMENT

The City hereby engages the Firm to provide City Attorney legal services related to litigation, personnel and any other services, as requested by the City Council (“City Council”). Such services shall be provided by or under the supervision of Rick R. Olivarez and Thomas M. Madruga. Notwithstanding the foregoing named person(s), the Firm may, from time to time, designate other attorneys within the Firm to provide general legal counsel services.

2. SCOPE OF WORK AND DUTIES

A. The Firm shall perform any and all work necessary for the provision of legal counsel, when specifically requested by the City Council, including:

(i) Attend various City Council meetings, Planning Commission meetings, and other meetings as requested; and

(ii) Provide legal advice, written legal opinions and consultation, as needed, on matters affecting litigation, liability, personnel and any other services, as requested; and

(iii) Be available for telephone consultation and/or in-person meetings with the City Council and City staff; and

(iv) Prepare or review necessary agreements and related documents regarding litigation, liability, personnel and any other legal services, as requested by the City Council.

B. The Firm will keep the City Council informed as to the progress and status of all pending matters in accordance with such procedures as the City Council may establish from time to time. The Firm is expected to manage, control and oversee the delivery of legal services in a competent, professional, and cost-effective manner. All legal services shall be properly supervised and all personnel shall be qualified to handle the work assigned.

C. All legal services shall be coordinated under the direction of the City Manager (or his/her designee) and the City Council. Nothing in this Agreement shall be construed in any manner as limiting the ultimate and absolute discretion of the City Council, at any time, to assign or reassign matters to or from the Firm.

3. **CITY DUTIES**

The City agrees to provide such information, assistance, cooperation, and access to books, records, and other information as is necessary for the Firm to effectively render its professional services under this Agreement. To the extent the City desires services to be rendered on site, the City, at the City's expense, will make available sufficient office space, furniture, telephones, computers, facsimile machines, and secretarial support, as approved by the City Manager, as may be necessary therefor. The City further agrees to abide by this Agreement, and to timely pay the Firm's bills for fees, costs, and expenses, as established by this Agreement. However, nothing in this section, or any other part of this Agreement, shall be construed in any manner as limiting the ultimate and absolute discretion of the City Council, at any time, to assign or reassign matters to or from the Firm.

4. **PERSONNEL**

Except as provided in Section 1, above, the Firm will exercise its discretion to utilize whichever attorney(s) (and staff) it determines to be best suited to provide legal services under this Agreement, consistent with the competent and efficient rendering of legal services, and with a view toward rendering such services in an economically efficient manner.

5. **COMPENSATION**

The Firm agrees to provide all the foregoing legal services at the following hourly rates:

<u>Personnel</u>	<u>Rate</u>
Partners	\$ 220 per hour
Of Counsel	\$ 220 per hour
Sr. Associates	\$ 210 per hour
Associates	\$ 200 per hour
Paralegals	\$ 175 per hour
Law Clerks	\$ 90 per hour

Attorneys bill in increments of one-tenth of an hour.

Commencing as of January 1, 2022, and on each January 1st thereafter, the then-effective hourly rates shall be increased (but not decreased) by an amount which shall reflect the increase, if any, in the cost of living during the previous 12 months by adding to the hourly rates an amount computed by multiplying the hourly rates by the percentage by which the level of the Consumer Price Index for the Los Angeles Metropolitan Area, as reported on January 1st of the new year by the Bureau of Labor Statistics of the United States Department of Labor has increased over its level as of January 1st of the prior year.

6. **COSTS AND OTHER CHARGES**

The Firm may incur various costs and expenses in rendering the legal services required by this Agreement, which, if customary and necessary for the performance of legal services hereunder, shall be reimbursable by the City. Those costs and expenses are described in more

detail in Exhibit A. All clerical services, ordinary travel costs (e.g., from the Firm's office to court or the City Office) are included within the rates set forth above, and there shall be no additional charges for such expenses. The City agrees to reimburse the Firm for expenses such as expert or consultant fees, or litigation expenses such as court reporters, which shall be passed through to the City at the actual costs thereof. Reimbursable costs shall not include any overhead or administrative charge by the Firm or the Firm's cost of equipment or supplies except as provided herein.

The Firm may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required (particularly if a matter goes into litigation). The City will be responsible for paying such fees and charges. The Firm will not, however, retain the services of any outside investigators, consultants, or experts without the prior agreement of the City Manager (or his/her designee). The Firm will select any investigators, consultants, or experts to be hired only after consultation with the City Council.

Extraordinary travel expenses, including transportation, meals, and lodging, when incurred on behalf of the City, shall be reimbursed by the City only with the prior agreement of the City Council.

Finally, periodically, when on-site, the Firm personnel may be required to make local and long-distance telephone calls, or make photocopies, or incur other expenses on behalf of the City as well as other clients. The Firm will not be charged for such expenses and, in exchange, will not charge the City for calls made from our office or other locations to the City.

7. STATEMENTS AND PAYMENT

The Firm shall render to the City a statement for fees, costs, and expenses incurred on a periodic basis (generally monthly). Such statement(s) shall indicate the basis of the fees, including the hours worked, the hourly rate(s), and a brief description of the work performed. Separate billing categories can be established to track costs associated with the City funding categories or to track project costs, or for such other basis as the City may direct. Reimbursable costs shall be separately itemized.

Payments shall be made by the City within thirty (30) days of receipt of the statement, except for those specific items on an invoice which are contested or questioned and are returned by the City with a written explanation of the question or contest, within thirty (30) days of receipt of the invoice. Payments made more than thirty (30) days after the due date shall draw interest at the legal rate.

8. INDEPENDENT CONTRACTOR

The Firm shall perform all legal services required under this Agreement as an independent contractor of the City, and shall remain, at all times as to the City, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the City, nor any of its employees, shall have any control over the manner, mode, or means by which the Firm, its agents or employees, render the legal services required under this Agreement, except as otherwise set forth. The City shall have no voice in the selection, discharge, supervision or control of the Firm's

employees, servants, representatives, or agents, or in fixing their number, compensation, or hours of service.

9. INSURANCE

The Firm shall maintain professional liability insurance during the term of this Agreement and any extensions thereof. The Firm's current professional liability insurance policy limits are Three Million Dollars (\$3,000,000.00) per claim and Three Million Dollars (\$3,000,000.00) aggregate.

10. INDEMNIFICATION

The Firm agrees to indemnify, defend and hold harmless the City, its officers, employees and agents, against any and all actions, suits, claims, damages to persons or property, losses, costs, penalties, obligations, errors, omissions or liabilities (herein "claims or liabilities") that may be asserted or claimed by any person, firm or entity arising out of or in connection with the work, operations or activities of the Firm, its agents, employees, subcontractors, or invitees, provided for herein or arising from the acts or omissions of the Firm hereunder, or arising from the Firm's performance of or failure to perform any term, provision, covenant or condition of this Agreement, except to the extent such claims or liabilities arise from the negligence or willful misconduct of the City, its officers, agents or employees.

The City agrees to indemnify, defend and hold harmless the Firm, its partners, officers, employees, agents, representatives, consultants, and contractors (collectively, "Indemnitees") from and against all third party allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation reasonable attorneys' fees and costs) arising out of, resulting from, or in connection with the services contemplated by this Agreement, except to the extent such claims or liabilities arise from the negligence or willful misconduct of Indemnitees.

11. NOTICES

Notices required pursuant to this Agreement shall be given by personal service upon the Party to be notified, or by delivery of same into the custody of the United States Postal Service, or its lawful successor; postage prepaid and addressed as follows:

CITY: City of La Puente
15900 E. Main Street
La Puente, CA 91744
Tel: (626) 855-1500
Attention: Bob Lindsey, City Manager

FIRM: Olivarez Madruga Lemieux O'Neill, LLP
500 South Grand Avenue – 12th Floor
Los Angeles, CA 90071
Tel: (213) 744-0099
Fax: (213) 744-0093
Attention: Rick R. Olivarez

Service of a notice by personal service shall be deemed to have been given as of the date of such personal service. Notice given by deposit with the United States Postal Service shall be deemed to have been given two (2) consecutive business days following the deposit of the same in the custody of said Postal Service. Either Party hereto may, from time to time, by written notice to the other, designate a different address or person which shall be substituted for that specified above.

12. NON-DISCRIMINATION

In connection with the execution of this Agreement, the Firm shall not discriminate against any employee or applicant for employment because of race, religion, marital status, color, sex, handicap, sexual persuasion, or national origin. The Firm shall take affirmative action to ensure that applicants are employed, and that employees are treated fairly during their employment, without regard to their race, religion, color, sex, marital status, handicap, sexual persuasion, or national origin. Such actions shall include, but not be limited to the following: employment, promotion, demotion, transfer, duties assignment; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

13. TERM, DISCHARGE AND WITHDRAWAL

This Agreement shall commence on the date it is executed by the City, and shall remain in full force and effect until terminated by either Party hereto. The City Council may discharge the Firm by furnishing to the Firm written notice of intent to terminate at least thirty (30) days prior to the effective date of the termination. The Firm may withdraw from the City's representation at any time, to the extent permitted by law, and the Rules of Professional Conduct, upon at least sixty-days' (60-days') notice to the City Council.

In the event of such discharge or withdrawal, the City will pay the Firm's professional fees and costs, in accordance with this Agreement, for all work done (and costs incurred) through the date of cessation of legal representation. The City agrees to execute, upon request, a stipulation in such form as to permit the Firm to withdraw as the City's attorneys of record in any legal action then pending. The Firm shall deliver all documents and records of the City to the City, or to counsel designated by the City, and assist to the fullest extent possible in the orderly transition of all pending matters to the City's new counsel.

14. CONFLICTS

The Firm has no present or contemplated employment which is adverse to the City. The Firm agrees it shall not represent clients in matters either involving litigation or non-litigation against the City. However, the Firm may have past and present clients or may have future clients,

which, from time to time, may have interests adverse to the City, and the Firm reserves the right to represent such clients in matters not connected with its representation of the City.

If a potential conflict of interest arises in the Firm's representation of two clients, if such conflict is only speculative or minor, then the Firm shall seek waivers from each client with regard to such representation. However, if real conflicts exist, then the Firm would withdraw from representing either client in the matter, and assist them in obtaining outside special counsel.

15. INTERPRETATION OF AGREEMENT AND FORUM

This Agreement shall be construed and interpreted both as to validity and performance of the Parties in accordance with the laws of the State of California. In the event of any dispute hereunder, forum shall be the Superior Court, Los Angeles County.

16. INTEGRATED AGREEMENT; AMENDMENT

This Agreement contains all of the agreement of the Parties and cannot be amended or modified except by written agreement. No prior oral or written understanding shall be of any force or effect with respect to those matters covered in this Agreement. This Agreement may be amended at any time by the mutual consent of the Parties by an instrument in writing.

17. AUTHORITY

The persons executing this Agreement on behalf of the Parties hereto warrant they are duly authorized to execute this Agreement on behalf of said Parties and that in so executing this Agreement the Parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of execution by the City.

Dated: February ___, 2021

CITY OF LA PUENTE

By: _____
Bob Lindsey, City Manager

Dated: February ___, 2021

OLIVAREZ MADRUGA LEMIEUX O'NEILL, LLP

By: _____
Rick R. Olivarez, Managing Partner

EXHIBIT A

STATEMENT OF BILLING PRACTICES

The Firm's fees are charged on an hourly basis for all time actually expended and are generally billed monthly with payment due within thirty (30) days after the date of the bill. The current hourly design rate for the attorneys and staff working on this matter will be set forth in the billing statement. It should be understood that hourly rates are reviewed, and when appropriate, adjusted to reflect increases in seniority and experience as well as inflationary factors. These increases are generally made on an annual basis effective at the beginning of each calendar year.

The Firm shall be reimbursed for all out-of-pocket costs and expenses advanced by the Firm. Said costs and expenses shall include, but not be limited to, filing fees, deposition fees, witness fees, on-line legal research (e.g., Westlaw), costs for investigation, service of process fees and other related court costs, mileage, travel fees and costs of accommodations for matters on behalf of the City, parking fees, copy fees, facsimile costs and other related travel costs. All such costs shall be submitted to the City for approval as part of the monthly billing statement.

Except as established by contract, travel costs, including mileage (current IRS rate), parking, airfare, lodging, meals, and incidentals, are charged in connection with administrative or judicial proceedings, or when traveling outside of Los Angeles County. Travel time may also be charged in connection with such proceedings. In addition, the City will be responsible for paying the fees of consultants and other outside experts who are retained after consultation with the City.

It is understood that the Firm will generally not charge for mileage or travel time between our office and the City facilities, nor for local telephone calls or calls made to the City. In exchange, the Firm shall not be charged for calls made or received at the City, whether local or long-distance, or for copying charges since copying onsite will reduce the charge to the City.

The monthly billing statements for fees and costs shall indicate the basis of the fees, including a detailed and auditable breakdown of the hours worked, the billable rates charged and description of the work performed. All bills are expected to be paid within thirty (30) days from the date of the billing statement. In the event any statement remains unpaid for more than thirty (30) days after the date of the statement, interest thereon at the rate of ten percent (10%) per annum shall be due and payable thereafter on the unpaid balance.

Registration fees for attorneys attending conferences and seminars are paid by the Firm and are never charged to the City (unless expressly requested by the City).



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: February 23, 2021

From: Bob Lindsey, City Manager

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

SUBJECT: PRESENTATION OF JANUARY 2021 BUDGET REPORT

BACKGROUND

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

DISCUSSION

As of January 31, 2021, fifty-eight (58) percent of the fiscal year has elapsed.

REVENUES

January is historically a significant month for General Fund revenues, and the current fiscal year bears no exception to this pattern. *Property Tax* remittances for the month totaled \$2,843,000, with a year-to-date posting of \$3,450,850. This represents 52.3% of the fiscal year budget, and an increase of \$185,433 over the previous fiscal year.

Sales and Use Tax and *Measure LP* continue to reflect robust receipts, maintaining pace with the budget at 57.4% and 61.4%, respectively.

The aforementioned three categories combined constitute 74% of all General Fund revenues. The remaining sources indicate moderate year-to-date results, with the exception of *Fines and Forfeitures* with only 29.5% of annual revenue collected to date. As the City prepares to resume issuance of street sweeping citations on March 1st, the outlook may change for this category. 51.7% of budgeted General Fund revenue has been received in total.

The Lighting and Landscape Maintenance District Fund, itself an ad valorem property tax albeit with expenditure restrictions, has realized collections of 51.6% year-to-date, identical to the receipts at this time last year. This appears to be a general trend throughout the various special revenue funds, with

few noteworthy deviations from the previous fiscal year's results. Staff offers the following observations:

- Supplemental Law Enforcement Fund – these funds, subvented by the state and passed through the county, are at 156.2% of budgeted revenues, with one more remittance expected this fiscal year. This strong showing is important as these funds are used to augment the General Fund in payments to the Los Angeles County Sheriff's Department.
- Air Quality Management District Fund – although this fund appears at first glance to have experienced a decline in revenue of 38% from fiscal year 2019/2020, the prior fiscal year's receipts included one-time grant monies. The fiscal year 2020/2021 to date results are on target with expectations.

In aggregate of all funds, 53.3% of budgeted revenue has been received thus far. As of January 31, 2020, only 48% had been received, when excluding one-time debt issuance revenues.

EXPENDITURES

The City has expended 47.4% of its annual operating budget in the General Fund, approximately \$7.2 million. Most General Fund departments are charting a course near the 58% mark or are under budget. Exceptions include Administrative Services and General Services, which typically incur a large portion of their budgeted costs early on in the fiscal year – in essence, prepaid expenses. For Administrative Services this includes items such as liability insurance, workers compensation insurance, and funding of the Section 115 Pension Trust. For General Services, the primary catalyst is the pre-payment of communications services slated for reimbursement by CARES Act revenues.

Public Safety demonstrates a year-over-year increase of 22% only because the City has paid five (5) monthly invoices to the L.A. County Sheriff's Department to date, as opposed to four (4) at this time last year.

Special revenue funds also report little variation from expected results. As discussed in prior reports, the Landscape and Lighting Maintenance District Fund is trending slightly over budget due to ongoing irrigation repairs at La Puente Park. Measure M and Measure R funds show expenditures that appear to be on an under-budget trajectory, mainly due to the timing of debt service transfers for the 2019A and 2019B bonds that are financed using these funds.

RECOMMENDATION

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

ATTACHMENTS

Attachment "A": Monthly Budget Report – January 2021

CITY OF LA PUENTE
Monthly Budget Report - January 2021
Statement of Revenues
58% of the Fiscal Year Complete

	FY 2020-2021 BUDGET	FY 2020-2021 YTD ACTUAL	%	FY 2019-2020 BUDGET	FY 2019-2020 YTD ACTUAL	%
GENERAL FUND						
Property Tax	6,597,300	3,450,850	52.3%	6,333,300	3,265,417	51.6%
Sales Tax	2,539,000	1,456,452	57.4%	3,255,700	1,366,248	42.0%
Sales Tax - Measure LP	2,137,500	1,312,212	61.4%	1,250,000	942,291	75.4%
Other Taxes and Assesments	1,479,100	365,836	24.7%	1,505,400	403,542	26.8%
Licenses and Permits	645,500	440,783	68.3%	687,700	376,196	54.7%
Fines and Forfeitures	280,000	82,597	29.5%	298,000	161,192	54.1%
Use of Money	120,000	112,081	93.4%	110,000	102,147	92.9%
Intergovernmental	67,500	203,865	302.0%	61,500	27,464	44.7%
Charges for Services	824,300	344,750	41.8%	716,200	663,286	92.6%
Other	577,200	128,576	22.3%	598,200	201,543	33.7%
TOTAL GENERAL FUND	15,267,400	7,898,002	51.7%	14,816,000	7,509,327	50.7%
SPECIAL REVENUE FUNDS						
Gas Tax	965,300	490,795	50.8%	1,063,000	623,435	58.6%
RMRA (SB1)	704,100	322,182	45.8%	676,400	330,739	48.9%
Prop A	827,800	482,444	58.3%	964,600	566,062	58.7%
Prop C	585,600	390,571	66.7%	697,100	416,870	59.8%
Measure R	436,700	250,046	57.3%	521,100	307,286	59.0%
Measure M	490,100	333,507	68.0%	585,700	342,911	58.5%
AQMD	53,000	13,583	25.6%	58,000	22,007	37.9%
Miscellaneous Grants	838,400	985,307	117.5%	290,000		0.0%
Lighting & Landscape Maintenance District	839,600	432,997	51.6%	827,700	427,257	51.6%
CDBG	445,600	126,355	28.4%	419,700	52,002	12.4%
CDBG CARES	-	153,607	0.0%	-		0.0%
PEG Access	36,500	9,921	27.2%	42,000	12,231	29.1%
Supplemental Law Enforcement Fund	100,000	156,190	156.2%	100,000	152,114	152.1%
State CARES Act Fund	-	369,298	0.0%			0.0%
Other Special Revenue	1,474,700	70,699	4.8%	1,135,500	68,167	6.0%
TOTAL SPECIAL REVENUE FUNDS	7,797,400	4,587,502	58.8%	7,380,800	3,321,080	45.0%
CAPITAL PROJECTS & DEBT SERVICE FUNDS						
Capital Projects	68,500	53,827		55,000	53,287	0.0%
Series 2019A Debt Service	262,800	-		-	4,137,525	0.0%
Series 2019 B Debt Service	234,200	-		-	3,672,847	0.0%
TOTAL CAP. PROJ. & DEBT SERVICE FUNDS	565,500	53,827	9.5%	55,000	7,863,659	14297.6%
SUCCESSOR AGENCY						
Successor Agency to the LPCDC	737,600	117,544	15.9%	699,700	136,627	19.5%
PROPRIETARY FUNDS						
Sewer Construction/Maintenance Fund	1,325,000	749,880	56.6%	1,504,400	787,272	52.3%
Equipment Replacement Fund	142,300	80,899	56.9%	164,500	103,346	62.8%
Vehicle Maintenance & Replacement Fund	157,500	358,837	227.8%	139,900	82,036	58.6%
TOTAL REVENUES	25,992,700	13,846,492	53.3%	24,760,300	19,803,347	80.0%

CITY OF LA PUENTE
Monthly Budget Report - January 2021
Statement of Operating Expenditures
58% of the Fiscal Year Complete

	FY 2020-2021 BUDGET	FY 2020-2021 YTD ACTUAL	%	FY 2019-2020 BUDGET	FY 2019-2020 YTD ACTUAL	%
GENERAL FUND						
General Government	1,353,100	633,369	46.8%	1,139,200	582,861	51.2%
Administrative Services	1,791,100	1,139,927	63.6%	1,683,000	938,517	55.8%
General Services	238,100	182,600	76.7%	214,400	129,233	60.3%
Public Safety	8,451,800	3,379,111	40.0%	8,042,000	2,771,137	34.5%
Development Services	1,570,600	915,593	58.3%	1,289,500	733,215	56.9%
Community Services	1,792,500	949,338	53.0%	1,689,200	908,083	53.8%
TOTAL GENERAL FUND	15,197,200	- 7,199,938	47.4%	14,057,300	6,063,046	43.1%
SPECIAL REVENUE FUNDS						
Gas Tax	958,800	527,606	55.0%	913,000	389,323	42.6%
Prop A	965,300	390,943	40.5%	973,000	423,159	43.5%
Prop C	71,400	42,904	60.1%	45,600	37,830	83.0%
Measure R	483,300	90,915	18.8%	256,200	96,691	37.7%
Measure M	472,700	117,630	24.9%	216,200	113,073	52.3%
AQMD	30,900	116,429	376.8%	105,900	89,744	84.7%
Lighting & Landscape Maintenance District	892,400	574,272	64.4%	971,300	600,689	61.8%
CDBG	444,300	185,603	41.8%	419,700	204,863	48.8%
CDBG CARES Fund	-	171,995	0.0%	-		0.0%
State CARES Act Fund	-	254,549	0.0%	-		0.0%
PEG Access	87,600	7,870	9.0%	86,400	23,887	27.6%
Supplemental Law Enforcement Fund	100,000	-	0.0%	100,000		0.0%
Other Special Revenue	392,900	32,909	8.4%	264,400	38,140	14.4%
TOTAL SPECIAL REVENUE FUNDS	4,899,600	2,513,626	51.3%	4,351,700	2,017,399	46.4%
CAPITAL PROJECTS & DEBT SERVICE FUNDS						
Capital Projects - Debt Service	53,500	53,287	99.6%	55,000	54,661	99.4%
Series 2019A Debt Service	262,800	61,419	23.4%	-	76,179	0.0%
Series 2019 B Debt Service	234,200	54,575	23.3%	-	67,670	0.0%
TOTAL CAP. PROJ. & DEBT SERVICE FUNDS	550,500	169,281	30.8%	55,000	198,510	360.9%
SUCCESSOR AGENCY						
Successor Agency to the LPCDC	1,021,900	476,356	46.6%	1,027,900	385,873	37.5%
PROPRIETARY FUNDS						
Sewer Construction/Maintenance Fund	1,264,700	129,290	10.2%	1,204,000	136,964	11.4%
Equipment Replacement Fund	140,800	96,874	68.8%	173,100	71,996	41.6%
Vehicle Maintenance & Replacement Fund	226,800	421,280	185.7%	378,400	37,097	9.8%
TOTAL OPERATING EXPENDITURES	23,301,500	11,395,508	48.9%	21,247,400	9,019,977	42.5%



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: February 23, 2021

From: Bob Lindsey, City Manager

By: Roxanne E. Lerma, Director of Community Services

SUBJECT: DISCUSSION AND DIRECTION REGARDING RECOMMENDATIONS FOR THE CITY OF LA PUENTE'S PUENTE PRIDE COMMISSION AND EDUCATION COMMISSION

BACKGROUND

The La Puente City Council created the Puente Pride Home Beautification Program was established to identify, select and recognize homes in the City of La Puente for their exemplary appearance and promotion of community pride. As such, the six members of the Puente Pride Committee meet several times throughout the year to select homes that exemplify a high standard of appearance worthy of recognition while serving for one year on a volunteer basis. Committee members review homes throughout the City during the spring, summer and winter with three homes selected as Puente Pride Winners during each period. The Puente Pride Committee was changed to a Commission in an action by the City Council.

In 2003, the La Puente City Council established the Education Commission which consists of five members who meet on an as-needed basis to continue positive and harmonious community relations by exchanging constructive dialogue with representatives from the Hacienda La Puente Unified School District, Rowland Unified School District and Bassett School District and working together on matters relating to education, scholarships, youth activities, youth safety and other issues of mutual benefit.

In 2018, the Puente Pride and Education Commission Ad Hoc Committee was formed to review and compile recommendations to enhance both Commissions. The Ad Hoc Committee met periodically from 2018 to 2020. The Committee was dissolved in 2020.

DISCUSSION

At its City Council Meeting of January 12, 2021, City Council directed staff to review and provide recommendations for the Puente Pride Commission and Education Commission.

The Puente Pride Commission and Education Commission Ad Hoc Committee met periodically between 2018 and 2020. Most recently, staff solicited feedback from former Commissioners. The following recommendation list is comprised of items discussed amongst the Ad Hoc as well as recommendations made by the former Commissioners:

1. Increase the number of seats on the Puente Pride Commission to no more than ten (10).
2. Provide City of La Puente shirts for Puente Pride Commissioners and Education Commissioners
3. Puente Pride Commissioners to assist Code Enforcement by reporting violations.
4. Establish joint service project for the Puente Pride Commission and Education Commission.
5. Assign a Code Enforcement Officer attend the Puente Pride meetings.
6. Revisit the Puente Pride Zone Map to create an even distribution of houses.
7. Rotate the Puente Pride Zone assignments each selection period.
8. Puente Pride winners to receive their recognition from City Council at their home.
9. Bring back the Puente Pride yard signs for winners.
10. The Education Commission to return to attending school board meetings.
11. Begin recruiting for the Puente Pride Commission and Education Commission

Regarding items 6 and 7 of the recommendation list, staff recommends discussing with the Puente Pride Commission at its first meeting once appointments have been made.

Lastly, during a meeting with former members of the Puente Pride Commission and Education Commission, a recommendation was made to re-establish the Ralph Osborne Memorial Award for Outstanding Volunteer Service, also known as the Volunteer of the Year program. The City Council established this program in 2009 at the recommendation of Council Member, then Mayor Pro Tem, Dan Holloway. The Volunteer Service Award calls for a Selection Committee to be comprised of existing City Commissions and Committees (Attachment A) and includes a recognition of the selected volunteer. The award was last given out in 2012.

FISCAL IMPACT

The fiscal impact related to these recommendations will be studied over the course of the next sixty (60) days to determine costs and possible avenues for financial relief.

RECOMMENDATION

It is recommended that the City Council: (1) move forward with the recommendations outlined in the recommendation list except for items 6 and 7; (2) allow for the Puente Pride Commission to provide input on items 6 and 7 at its first meeting after appointments have been made; (3) direct staff to begin the recruitment process for the Puente Pride Commission and Education Commissions; and (4) re-establish the Ralph Osborne Memorial Award for Outstanding Volunteer Service.

ATTACHMENTS

Attachment "A": February 10, 2009 Staff Report



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: February 10, 2009

From: Frank Tripepi, Interim City Manager

Date: February 4, 2009

By: Amy M. Turner, City Clerk

SUBJECT: CONSIDER ESTABLISHING AN ANNUAL VOLUNTEER OF THE YEAR
RECOGNITION PROGRAM (Requested by Mayor Pro Tem Holloway)

BACKGROUND

Many people in the community volunteer their time serving on City commissions and committees or serve the community in general. Mayor Pro Tem Holloway has requested consideration of the establishment of an annual volunteer recognition program to recognize residents of the City who have distinguished records of volunteer service.

DISCUSSION

Mayor Pro Tem Holloway has requested the establishment of an annual volunteer award to be named the "Ralph Osborne Memorial Award for Outstanding Volunteer Service" after Ralph Osborne, a longtime resident and businessman in La Puente. Mr. Osborne owned and operated a dry cleaner in Downtown La Puente before retiring. He was a popular figure in the City and throughout the San Gabriel Valley. He was a cook at many Kiwanis events as well as the annual La Puente Historical Society steak fry. He delivered day-old bread from COSTCO to the needy in our community for years before his death. He also was very involved at the First United Methodist Church of La Puente and served as a City Planning Commissioner. In late 2003, the City Council approved a request by the Puente Hills Chamber of Commerce to plant a tree in honor of Ralph Osborne at La Puente Park.

If Council chooses to establish an annual volunteer of the year program, criteria should be established such to how the recipients would be nominated and selected. Staff would need direction from the City Council to proceed with the establishment of criteria for adoption at a future Council meeting.

RECOMMENDATION

None.



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: February 23, 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, SETTING THE CONTRIBUTION LIMITS OF THE POLITICAL REFORM ACT OF 1974 AS APPLICABLE IN THE CITY OF LA PUENTE (AB 571)

BACKGROUND/DISCUSSION

On January 1, 2021, AB 571 became state law. AB 571 gives cities and counties with no independently adopted campaign contribution limits the discretion to either set its own limits or allow the state's campaign contribution limits to be applicable to its local elections. The current state limit on contributions from an individual per calendar year is \$4,700.00. This amount is subject to change by the Fair Political Practices Commission FPPC in 2021. The FPPC may adjust the limits in January of odd-numbered years by using the increase or decrease in the Consumer Price Index, rounded to the nearest \$100.00.

AB 571 was drafted based on the following: (1) most cities in California do not have independently imposed campaign contributions limits on candidates for elective office; (2) apparently, in cities without campaign contribution limits, candidates for elective office receive 40 percent or more of their total campaign funds from a single contributor; (3) where individual contributors are allowed to make unlimited contributions to a candidate for office, there is perception that those elected may not act in the best interest of the city but rather on behalf of the contributor(s); and the state has a statewide interest in preventing the appearance of corruption at all levels of government.

If the City does not impose its own contribution limits, the FPPC contribution limits would become the default limit in the City. These limits are separate and apart from the restrictions placed on small contributor or political party committees. If the City follows the campaign limits as set forth in AB 571, the FPPC would have enforcement authority regarding campaign contributions and violations punishable as a misdemeanor. If the City decides to adopt its own local contribution limits then the City will need to decide how it will enforce such restrictions. Under AB 571, the FPPC does not have the authority to administer or enforce locally set contribution limits.

AB 571 amends the 1974 Political Reform Act to create a default campaign contribution limit for city or county office candidates at the same limit for certain statewide office candidates, but does not affect a city or county's ability to set its own limits either higher or lower than the State's limit.

On November 10, 2020, the City Council provided direction to staff to bring back an ordinance setting no city campaign contribution limit and default to the state limit, currently \$4,700.00. A draft ordinance is attached for City Council's consideration.

FISCAL IMPACT

None as the FPPC would be the enforcement agency.

RECOMMENDATION

It is recommended that the City Council: (1) waive reading of Ordinance No. 21-972 and read by title only; and (2) introduce Ordinance No. 21-972, an Ordinance of the City of La Puente, California, Adding Section 40 of Chapter 2.32 (Municipal Elections) of the La Puente Municipal Code Related to Campaign Contribution Limits.

ATTACHMENTS

Attachment "A": Ordinance No. 21-972

ORDINANCE NO. 21-972

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, SETTING THE CONTRIBUTION LIMITS OF THE POLITICAL REFORM ACT OF 1974 AS APPLICABLE IN THE CITY OF LA PUENTE

WHEREAS, the City of La Puente is a general law city under California Government Code Section 34102; and

WHEREAS, Article XI, Section 7 of the California Constitution provides that the City of La Puente (“City”) may make and enforce within its limits all local, police, sanitary, and other ordinances and regulations not in conflict with general laws; and

WHEREAS, the Political Reform Act of 1974 (“Act”) prohibits a person, other than a small contributor committee or political party committee, from making to a candidate for elective state office, for statewide elective office, or for the office of Governor, and prohibits those candidates from accepting from a person, a contribution totaling more than a specified amount per election; and

WHEREAS, existing law authorizes a County, City, or District to limit campaign contributions in local elections; and

WHEREAS, Assembly Bill 571 (“Bill”) amended the Act on January 1, 2021 to prohibit a person from making to a candidate for elective county or city office, and would prohibit a candidate for elective county or city office from accepting from a person, a contribution totaling more than the amount set forth in the act for limitations on contributions to a candidate for elective state office; and

WHEREAS, the Bill authorizes a County or City to impose a limitation that is different from the limitation imposed by the Bill; and

WHEREAS, the Bill would make specified provisions of the Act relating to contribution limitations applicable to a candidate for an Elective County or City Office, except as specified.

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.

Section 40 of Chapter 2.32 (Municipal Elections) of the La Puente Municipal Code is hereby added to read in its entirety as follows:

“2.32.040 Campaign Contribution Limits

Pursuant to the Political Reform Act of 1974, the campaign contribution limits set forth in the Government Code are applicable in the City of La Puente. Sections 85301, 85305, 85306, 85307, 85315, 85316, 85317, 85318, and 85702.5 of the Government Code are hereby incorporated by reference herein.”

Section 3. CEQA Findings.

The City Council finds that the Ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to Code of Regulations CEQA Guidelines Section 15061(b)(3) in that it is no possibility it may have significant effect on the environment.

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.

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