

CITY OF LA PUENTE
PUBLIC PARTICIPATION IN MEETINGS DUE TO COVID-19

Given current Covid-19 restrictions and social distancing guidelines issued by federal, state and local agencies, the City has implemented 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 <https://lapuente.org/agenda/>. Click on "View Event" for the current meeting to view it live.

Additionally, the City offers live by phone "listen only" lines in English and Spanish.

For English: Please dial (408) 650-3123 and enter the following access code: 731-551-669.

For Spanish: Please dial (646) 749-3122 and enter the following access code: 225-262-461.

How to Submit Public Comment

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

In Person: Public comment may be provided in-person at City Hall, 15900 E. Main Street. Due to Covid-19 restrictions, 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.

In Writing: eComments may be submitted for a posted meeting via SpeakUp on the Agendas and Minutes page of the City's website at <https://lapuente.org/agenda/>. Simply click on "Click here for eComment". Please submit your eComment no later than 2 hours prior to the meeting start time.

Dadas las restricciones actuales de Covid-19 y las pautas de distanciamiento social emitidas por agencias federales, estatales y locales, la Ciudad ha implementado los siguientes procedimientos para la participación en las reuniones del Concejo Municipal, hasta nuevo aviso. Los miembros del Concejo Municipal/Agencia Sucesora pueden participar desde una ubicación remota a través de teleconferencia.

Cómo escuchar la reunión en vivo

Audio en vivo: visite el sitio web de la ciudad en <https://lapuente.org/agenda/>. Haga clic en "Ver evento" para ver la reunión en vivo.

Adicionalmente, la Ciudad ofrece líneas telefónicas de "solo escuchar" en vivo en inglés y español.

Para inglés: marque (408) 650-3123 e ingrese el siguiente código de acceso: 731-551-669.

Para español: marque (646) 749-3122 e ingrese el siguiente código de acceso: 225-262-461.

Cómo enviar comentarios públicos

Tenga en cuenta que todos los comentarios están sujetos a las mismas reglas que se aplicarían a los oradores en las reuniones del Concejo Municipal.

En persona: Los comentarios del público se pueden proporcionar en persona en el Ayuntamiento, 15900 E. Main Street. Debido a las restricciones de Covid-19, no se permitirá que los oradores permanezcan dentro de las Cámaras del Consejo/Ayuntamiento para observar la reunión. El distanciamiento social se aplicará estrictamente y todos los oradores deben cubrirse la cara y someterse a un control de temperatura, de acuerdo con los Protocolos de reapertura adoptados por la Ciudad.

Por escrito: Los comentarios electrónicos se pueden enviar a través de SpeakUp en la página de Agendas and Minutes del sitio web de la Ciudad en <https://lapuente.org/agenda/>. Simplemente haga clic en "eComment" para la reunión actual. Proporcione su eComment a más tardar 2 horas antes de la hora de inicio de la reunión.



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

6:00 P.M. SPECIAL CLOSED SESSION

CALL TO ORDER

ROLL CALL

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

ORAL COMMUNICATIONS

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

RECESS INTO CLOSED SESSION

CLOSED SESSION

1. Conference with Legal Counsel – Existing Litigation Pursuant to Government Code section 54956.9 subdivision (d)(1) (Lewis v. City of La Puente, Los Angeles Superior Court Case No. 21STCV18841)
2. Conference with Legal Counsel – Significant Exposure to Litigation Pursuant to Government Code section 54956.9, subdivisions (d)(2) and (e)(2) (1 Matter)

RECONVENE TO OPEN SESSION

REPORT OUT OF CLOSED SESSION

ADJOURNMENT

AVAILABILITY

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

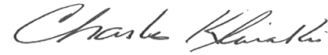
AMERICANS WITH DISABILITIES

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 24 hours prior to the meeting or time when services are needed will assist City staff in assuring that reasonable arrangements can be made to provide accessibility to the meeting or service.

MEETING TIMES

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

Dated: November 5, 2021



Charles Klinakis, Mayor

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

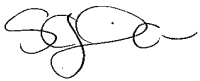
AFFIDAVIT OF POSTING

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

Mayor/Chair Charlie Klinakis
Mayor Pro Tem/Vice Chair Valerie Munoz
Council/Board Member David E. Argudo

Council/Board Member Violeta Lewis
Council/Board Member Gabriel Quinones
San Gabriel Valley Tribune

I declare under penalty of perjury that the foregoing is true and correct. Dated this 5th day of November, 2021.



Sheryl Garcia, MMC, CPM
City Clerk

7:00 P.M. REGULAR SESSION

CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

PRESENTATIONS – None

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 OCTOBER 26, 2021

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

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL

B-1 (1) CONSIDERATION OF ENERGY SERVICES CONTRACT WITH SYSERCO ENERGY SOLUTIONS; AND (2) CONSIDERATION OF A RESOLUTION OF THE LA PUENTE CITY COUNCIL APPROVING THE TERMS OF A TAX-EXEMPT MUNICIPAL LEASE WITH STERLING BANK AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FINANCING AGREEMENT IN CONNECTION THEREWITH

Staff Recommendation: It is recommended that the City Council: (1) authorize the City Manager to negotiate and execute a contract with Syserco Energy Solutions for the design-build energy project; (2) open the public hearing and receive public input; and (3) adopt Resolution No. 21-5669 approving the terms of a tax-exempt municipal lease with Sterling Bank and authorizing the execution and delivery of a financing agreement in connection therewith.

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 RESOLUTIONS APPROVING WARRANT REGISTER NO. 1520

Staff Recommendation: It is recommended that the City Council and Successor Agency adopt Resolution No. 21-5666 approving Warrant Register No. 1520.

- D-2 CONSIDERATION AND APPROVAL OF A 30-DAY RESOLUTION REGARDING THE CONDUCT OF TELECONFERENCED MEETINGS OF THE CITY COUNCIL AND OTHER CITY BODIES UNDER THE MODIFIED RULES SET FORTH UNDER GOVERNMENT CODE SECTION 54953(E) AND OTHER APPLICABLE PROVISIONS AS AMENDED BY AB 361

Staff Recommendation: Staff recommends the City Council adopt Resolution No. 21-5667, authorizing the City Council, City Boards, and all Commissions of the City continue to hold teleconferenced meetings from November 15, 2021 through December 15, 2021.

- D-3 CONSIDERATION OF A CHANGE ORDER WITH TOWO ENTERPRISE INC. FOR THE MAINTENANCE YARD ACCESS ROAD AT LA PUENTE PARK IN THE AMOUNT OF \$106,927.00

Staff Recommendation: It is recommended that the City Council: (1) approve the change order with TOWO Enterprise Inc. in the total amount of \$106,927.00; and (2) adopt Resolution No. 21-5668 amending the adopted Capital Improvement Program Budget for Fiscal Year 2021-22 in the amount of \$106,927.00.

- D-4 CONSIDERATION OF A PURCHASE ORDER CONTRACT WITH GREENFIELDS OUTDOOR FITNESS FOR THE PURCHASE AND INSTALLATION OF EXERCISE EQUIPMENT FOR THE OUTDOOR FINTESS AREA AT LA PUENTE PARK IN THE AMOUNT OF \$136,386.50

Staff Recommendation: It is recommended that the City Council: (1) approve the purchase order contract with Greenfields Outdoor Fitness for the purchase and installation of exercise equipment to be installed at La Puente Park in the amount of \$136,386.50; and (2) authorize the City Manager to execute, on behalf of the City, all documents necessary to effectuate this action.

- D-5 CONSIDERATION OF A RESOLUTION RESCINDING RESOLUTION NO. 21-5665 AND AMENDING THE COMPREHENSIVE PERSONNEL SYSTEM AND ESTABLISHING THE NUMBER OF AUTHORIZED FULL-TIME POSITIONS AND MONTHLY SALARY RANGES FOR CITY EMPLOYEES

Staff Recommendation: It is recommended that the City Council: (1) approve the salary ranges; and (2) approve Resolution No. 21-5670 rescinding Resolution No. 21-5665 and amending the comprehensive personnel system and establishing the number of authorized full-time positions and monthly ranges for City employees.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL – None

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
9. Homeless	Klinakis/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.lapuenta.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.

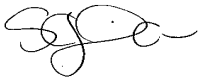
MEETING TIMES

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 5th day of November, 2021.



Sheryl Garcia, MMC, CPM
City Clerk

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
SPECIAL CLOSED SESSION AND REGULAR MEETING OF
OCTOBER 26, 2021

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

A Special Closed Session and Regular Meeting of the City Council of the City of La Puente was held in the Council Chambers of City Hall, 15900 East Main Street, La Puente, California, on Tuesday, October 26, 2021, at 6:00 p.m.

6:00 P.M. SPECIAL CLOSED SESSION

CALL TO ORDER

Mayor Klinakis called the meeting to order at 6:00 p.m.

ROLL CALL

Members present: Klinakis, Munoz, Argudo (arrived at 6:10 pm), Quinones.

Members absent: Lewis.

Staff members present: City Manager Bob Lindsey, Assistant City Attorney Mark Tran, City Clerk Sheryl Garcia, and Management Assistant Cece Dunlap.

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.

CLOSED SESSION

1. Conference with Labor Negotiators (Government Code section 54957.6)
Agency Designated Representatives: Bob Lindsey, City Manager and Victor Ponto, City Attorney
Employee Organization: SEIU
2. Conference with Legal Counsel – Significant Exposure to Litigation (Government Code section 54956.9, subdivisions (d)(2) and (e)(2)) (2 Matters)

RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 7:14 p.m.

REPORT OUT OF CLOSED SESSION

Assistant City Attorney Mark Tran reported that no reportable action was taken. He further reported that Council Member Argudo arrived at 6:10 p.m. and participated in closed session.

7:00 P.M. REGULAR SESSION

CALL TO ORDER

Mayor Klinakis called the meeting to order at 7:15 p.m.

ROLL CALL

Members present: Klinakis, Munoz, Argudo, Quinones.

Members absent: Lewis.

Staff members present: City Manager Bob Lindsey, Assistant City Attorney Mark Tran, City Clerk Sheryl Garcia, Director of Administrative Services Troy Grunklee, Principal Accountant Alex Merkel-Medina and Management Assistant Cece Dunlap.

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Munoz led the Pledge of Allegiance.

PRESENTATIONS

Sergeant Bryan Smith of the Los Angeles County Sheriff's Department provided information on the patrol bicycles and expressed his gratitude to the City for providing them to his team.

ORAL COMMUNICATIONS

Joe Bautista inquired whether vendors could utilize La Puente Park for pop-up events. He also requested that the City enforce parking regulations at the park. He further stated that the local Women's Club needs financial assistance and inquired if the City could aid them. Lastly, he expressed concern about the crime activity surrounding the BAART clinic and the lack of response from the Sheriff's Department.

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 COUCIL AND SUCCESSOR AGENCY MEETING OF OCTOBER 12, 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 October 12, 2021. The motion carried by the following roll call vote:

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

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None

C. UNFINISHED BUSINESS OF THE CITY COUNCIL – None

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

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

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

D-1 CONSIDERATION OF RESOLUTIONS APPROVING WARRANT REGISTER NO. 1519

Action Taken: The City Council and Successor Agency adopted Resolution No. 21-5663 approving Warrant Register No. 1519.

D-2 PRESENTATION OF SEPTEMBER 2021 REQUISITION SUMMARY REPORT

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

D-3 PRESENTATION OF SEPTEMBER 2021 INVESTMENT REPORT

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

D-4 CONSIDERATION OF A PURCHASE ORDER CONTRACT WITH ENGINEERED INSTALLATION SOLUTIONS FOR THE INSTALLATION OF THE FITNESS COURT FOR LA PUENTE PARK IN THE AMOUNT OF \$27,000

Action Taken: The City Council: (1) approved the purchase order contract with Engineered Installation Solutions for the installation of the Fitness Court to be installed at La Puente Park in the amount of \$27,000.00; and (2) authorized the City Manager to execute, on behalf of the City, all documents necessary to effectuate this action.

D-5 CONSIDERATION OF A RESOLUTION APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY AND SERVICE EMPLOYEES' INTERNATIONAL UNION, LOCAL 721

Action Taken: The City Council: (1) approved the salary ranges; (2) adopted Resolution No. 21-5664 approving the MOU with the SEIU for the period of July 1, 2021, through June 30, 2025; and (3) approved Resolution No. 21-5665 rescinding Resolution No. 21-5650 and amending the comprehensive personnel system and establishing the number of authorized full-time positions and monthly ranges for City employees.

D-6 CONSIDERATION OF RESOLUTION APPROVING THE FILING OF APPLICATION(S) FOR THE GRANT FUNDS FROM THE STATE DEPARTMENT OF PARKS AND RECREATION

Action Taken: The City Council approved Resolution No. 21-5666, approving the application(s) for the Specified Grant Funds with the California Department of Parks and Recreation.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 PRESENTATION OF SEPTEMBER 2021 BUDGET REPORT

Principal Accountant Merkel-Medina provided a budget report for the month of September 2021.

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

E-2 AUTHORIZATION TO NEGOTIATE A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF LA PUENTE AND AN EXECUTIVE RECRUITING FIRM FOR SERVICES RELATED TO HIRING A NEW DIRECTOR OF COMMUNITY SERVICES IN AN AMOUNT NOT TO EXCEED \$26,000

Discussion ensued regarding the selection of recruiting firms and the engagement of the City Council with its input on the selection of a candidate.

A motion was made by Council Member Argudo, seconded by Mayor Pro Tem Munoz, to (1) authorize the City Manager to negotiate a Professional Services Agreement with an Executive Recruiting Firm for professional services related to filling the vacant Director of Community Service position; and (2) authorize the City Manager to execute the Agreement on behalf of the City. The motion carried by the following roll call vote:

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

AD HOC COMMITTEE REPORTS

Code Enforcement: Nothing to report.

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

Comprehensive Fee Schedule: Nothing to report.

Park Ordinance Oversight: Nothing to report.

Public Health: Nothing to report.

Business Outreach and Reopening: Nothing to report.

Project LEAD: Nothing to report.

AB 1234 REPORTS – None

ORAL COMMENTS FROM COUNCIL

Mayor Pro Tem Munoz requested that the meeting be closed in memory of City of Duarte's Mayor, Bryan Urias.

Mayor Klinakis stated that he attended the haunted trail hosted by the Youth Activities League in conjunction with the City of Industry and shared that he enjoyed his experience.

Council Member Quinones commended City staff for their swift organization of the 10K La Puente Run and stated he was happy with the big turnout for the event.

Council Member Argudo stated he was glad to see the return of the 10K La Puente Run. He further requested that the meeting be closed in honor of Larry Hartmann, a member of the Industry Hills Rodeo and contributing member of La Puente community. Lastly, he requested that the meeting also be closed in honor of his beloved sister, Patricia Eleanor Argudo.

ORAL COMMENTS FROM STAFF

City Manager Lindsey extended his condolences to Council Member Argudo on behalf of all City staff. He further reported that many park improvements would occur within the next week such as the demolition of the center road and the installation of the Musco lights for the fields.

ADJOURNMENT

There being no further business before the City Council, Mayor Klinakis adjourned the meeting in memory of Bryan Urias, Larry Hartmann, and Patricia Eleanor Argudo at 7:49 pm.

Approved this 9th day of November 2021.

Sheryl Garcia
City Clerk

Charlie Klinakis
Mayor/Chair



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: November 9, 2021

From: Bob Lindsey, City Manager

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

SUBJECT: (1) CONSIDERATION OF ENERGY SERVICES CONTRACT WITH SYSERCO ENERGY SOLUTIONS; AND (2) CONSIDERATION OF A RESOLUTION OF THE LA PUENTE CITY COUNCIL APPROVING THE TERMS OF A TAX-EXEMPT MUNICIPAL LEASE WITH STERLING BANK AND AUTHORIZING THE EXECUTION AND DELIVERY OF A FINANCING AGREEMENT IN CONNECTION THEREWITH

BACKGROUND

The City has focused on community infrastructure needs within its capital improvement program (CIP) for the last several budget cycles. More recently, the compounded effects of years of deferred maintenance on City facilities has come to the attention of staff. La Puente City Hall, the Community Center, the Maintenance Yard, and the La Puente Senior Center all require capital improvements in order to function as state-of-the art community service facilities and to secure more affordable energy costs going forward.

Staff has entered into discussions with Syserco Energy Solutions (“SES”) a firm that specializes in analyzing the energy efficiency of facilities, designing upgrades, and managing the retrofit construction.

DISCUSSION

SES has performed an Investment Grade Audit of all City facilities and has identified several energy conservation and energy generation measures. Recommended improvements include:

- Replacing 1,126 lighting fixtures with LED lamps at all facilities
- Adding solar panels to City Hall
- Adding solar paneled carports at the Community Center parking lot
- Upgrading irrigation, toilets, and faucets to utilize water efficient devices
- Heating, Ventilation and Air Conditioning (HVAC) efficiency improvements to existing units
- Reroof Senior Center
- Reroof City Hall
- Reroof Maintenance Yard Building
- Window film at Community Center to reduce energy costs.

These improvements will extend the life of the agency's physical plant and allow for savings on rising utility costs including electricity and water. The estimated timeline for construction of this project is approximately one (1) year from commencement.

The State of California provides local governments the ability to utilize a design-build procurement method (California Government Code Section 4217.10-.18) whereby upgrades that provide energy efficiencies or energy generation can be paid for using the future savings benefits. The contract proposed here utilizes this method of procurement. Notice of this public hearing was published in accordance with state law.

FISCAL IMPACT

The total estimated cost of the proposed improvements contained herein is \$3,586,056.

Staff proposes financing this project using a tax-exempt municipal lease over an eighteen (18) year period. Entering into this type of financing agreement will affect the City's operating budget in the form of an annual debt service payment. It will have no effect on the capital budget. Significant savings from reduced costs due to solar energy generation, reduced maintenance, and reduced utility usage are factored in to help offset the annual debt service expense.

A Request for Proposals (RFP) was issued for the purpose of identifying the financial institution with the most advantageous terms and interest rates for the lease. The City received three (3) responsive and responsible proposals, summarized in the following table:

Financial Institution	Interest Rate	Issuance Costs
Sterling Bank	2.31%	None
Holman Capital	3.25%	\$5,000.00
Municipal Finance Corp.	2.95%	\$40,000.00

Sterling Bank provided the most competitive proposal, with both the lowest interest rate and the lowest cost of issuance.

RECOMMENDATION

It is recommended that the City Council: (1) authorize the City Manager to negotiate and execute a contract with Syserco Energy Solutions for the design-build energy project; (2) open the public hearing and receive public input; and (3) adopt Resolution No. 21-5669 approving the terms of a tax-exempt municipal lease with Sterling Bank and authorizing the execution and delivery of a financing agreement in connection therewith.

ATTACHMENTS

Attachment A:	Energy Services Design-Build Contract
Attachment B:	City of La Puente – Final Council Presentation
Attachment C:	Sterling Bank Term Sheet
Attachment D:	Resolution No. 21-5669

ENERGY SERVICES CONTRACT

This Energy Services Contract ("**Contract**") is made and entered into as of November 9, 2021 ("**Effective Date**"), between Syserco Energy Solutions, Inc., a California company ("**Energy Services Contractor**"), having its principal offices at 215 Fourier Ave, Suite 140, Fremont, CA 94539, and City of La Puente, having its principal office at 15900 E. Main St., La Puente, CA 91744 ("**City**"), who are collectively referred to as the "**Parties**", or individually as a "**Party**".

WHEREAS, Energy Services Contractor is a company with experience and technical and management capabilities to provide for the discovery, engineering, procurement, installation, financing, maintenance and monitoring of energy saving measures, solar power generation measures, and/or operations and maintenance cost reductions at facilities similar to City's facilities;

WHEREAS, Energy Services Contractor has prepared a project proposal in the form of an Energy Services, ("**Proposal**") for City; and

WHEREAS, City desires for Energy Services Contractor to perform certain work as identified in this Contract, and Energy Services Contractor desires to perform such work;

WHEREAS, if City is a public entity, this Contract is procured pursuant to the following procurement statute or other authority: CA Legislative Government Code 4217.10 through 4217.18. Energy Services Contractor enters into this Contract in reliance on City's representations concerning the appropriateness and validity of the procurement mechanism(s) under which this contract is procured. City as a fiduciary acknowledges such reliance by Energy Services Contractor.

NOW THEREFORE, the parties agree as follows:

1. Contacts. As of the Effective Date, and subject to change from time to time, the following persons are the primary representatives of each party as related to execution of this project:

For Energy Services Contractor:

Name: Scott Meizen
Title: Vice President and General Manager
Address: 215 Fourier Ave., Suite 140, Fremont, CA 94539
Telephone: 510-737-1583
Email: s.meizen@syserco.com

For City:

Name: _____
Title: _____
Address: _____
Telephone: _____
Email: _____

2. Scope of Work. Energy Services Contractor agrees to perform the design and/or construction work set forth in the proposal described as Energy Services Proposal ("**Work**") and attached hereto as Exhibit A. City agrees to take all actions identified in this Contract that are necessary to achieve the project benefits identified. Energy Services Contractor will provide all labor, materials, equipment, and supervision, including subcontractors, necessary to perform the Work. If included in the Proposal or other exhibit to this Contract, Energy Services Contractor also agrees to perform post-construction services, which may include monitoring, measurement and verification services, following Substantial Completion of the Work ("**Services**").

- a. City shall have the right to request, in writing, changes to the Work and 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.
- b. Energy Services Contractor shall perform all Services consistent with the professional skill and care ordinarily provided by energy services contractors practicing in the same or similar locality under the same or similar circumstances on projects of similar size, scope and complexity as this Project (the "Standard of Care"). The Energy Services Contractor shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.
- c. Energy Services Contractor 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, Energy Services Contractor shall not perform any work for another person or entity for whom Energy Services Contractor was not working on the Effective Date if both (i) such work would require Energy Services Contractor 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 Energy Services Contractor'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.* Energy Services Contractor 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 Energy Services Contractor was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Energy Services Contractor warrants that it did not participate in any manner in the forming of this Agreement. Energy Services Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Energy Services Contractor will not be entitled to any compensation for Services performed pursuant to this Agreement, and Energy Services Contractor will be required to reimburse the City for any sums paid to the Energy Services Contractor. Energy Services Contractor 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.

3. Compensation. City shall pay Energy Services Contractor Three Million, Five Hundred Eighty-Six Thousand, Fifty Six dollars and no cents (\$3,586,056.00) ("**Price**") as compensation for Energy Services Contractor's performance of the Work and Services as provided herein. City shall pay Energy Services Contractor in accordance with the Schedule of Values that shall be reviewed and approved by City prior to beginning the Work. City shall pay Energy Services Contractor within fifteen (15) days of receiving an invoice. Energy Services Contractor will be entitled to interest at the rate allowed by law on all sums overdue and unpaid from the date due. Additional project financial information including total compensation and payment terms is as set forth in the Proposal, or other attached exhibits, as applicable.

4. Time. The Work to be performed under this Contract shall begin within 30 days of the date of an Executed Contract or Letter of Award ("**Commencement Date**") and is anticipated to end by the earlier of the dates set forth in Section 4.a. or 4.b., below ("**Time**"). If the Work is divided into phases or individual projects, each phase or project will start in accordance with the timeline included as part of this Contract. The Work, but not the Services, shall be completed by the date that is the earlier of:

- a. The date on which Energy Services Contractor is substantially complete with the Work. Substantial completion means that Energy Services Contractor has performed enough of the Work so that City may use the Work for its intended purpose or realize an intended benefit from the Work. If the Work is divided into phases or individual projects for which individual prices have been negotiated ("**Phase**"), then substantial completion dates shall apply to each phase or individual project as indicated in this Contract. Substantial completion should be demonstrated

- via execution by City of a certificate of substantial completion.
- b. (365) days after the Commencement Date, subject to equitable extensions of Time, or pursuant to this Contract.

Any Services shall commence on the substantial completion date, unless a different date is specified herein, and shall continue for a 1-year period unless a different period is specified herein. The conditions of all utility cost savings as set forth in the Energy Services Proposal shall coincide with the term of the Services. If for any reason City terminates or breaches this Contract including but not limited to its obligations pursuant to the Services portion of the Contract or other separate agreement, the utility cost conditions of this agreement shall automatically terminate.

5. Permits, Approvals, Taxes. Unless obtained by City or otherwise specified in this Contract, Energy Services Contractor shall obtain all permits, licenses, and inspections that are required for the Work. City shall be responsible for securing all other necessary approvals, easements, zoning changes, or similar entitlements. An equitable adjustment in the Time and Price of the Contract shall be made to account for any time City spends securing any of these items after the Commencement Date, and reasonable costs incurred by Energy Services Contractor as a result. City shall pay all taxes associated with the Work including, sales, use, real estate, and personal property taxes.

6. Safety. Energy Services Contractor shall be responsible for initiating, maintaining, and supervising safe performance of the Work. Energy Services Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property.

7. Cleanup. Energy Services Contractor shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work. Upon completion of the Work, Energy Services Contractor shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials.

8. Subcontractors. Energy Services Contractor may hire subcontractors to perform any portion of the Work or Services under this Contract. Energy Services Contractor is entirely and ultimately responsible for compliance with the provisions of this Contract and for any part of work that is performed by a subcontractor.

9. Borrowed Equipment. If requested by Energy Services Contractor and if permitted by City's representative, Energy Services Contractor may use City's equipment in performing the Work or Services. Energy Services Contractor assumes full and complete responsibility for the use of the equipment, will ensure that only a competent operator will be permitted to use the equipment and only after fully inspecting the equipment, shall not modify the equipment, shall be solely responsible for all claims, demands, lawsuits, losses, expenses and/or liabilities that arise from its use of the equipment to the extent of Energy Services Contractor's negligence, and agrees that City makes no representation or warranty regarding the condition or suitability of equipment for any intended use.

10. Insurance. Prior to commencing Work, Energy Services Contractor shall provide to City a certificate of insurance. Energy Services Contractor shall maintain such insurance in full force and effect at all times until the Work has been completed, in the following minimum amounts:

Type of Insurance	Coverage
General Liability	\$2,000,000 General Aggregate / \$1,000,000 Each Occurrence
Automobile Liability	\$1,000,000 Combined Single Limit
Workers Compensation	Statutory

All deductibles or self-insured retentions (SIR) related to the above insurance requirements, regardless of size, will remain the responsibility of the party causing the claim.

11. Bonds. If required by City and not included in the Proposal, Energy Services Contractor shall furnish a performance bond and/or a payment bond, in an amount equal to the construction cost of the Work, and such cost shall be paid by City in addition to the Price. The performance bond shall cover completion of the physical work per the approved design. The bonds shall not guarantee or warranty the efficiency or performance of any aspect of the Work or Services, and shall not cover any obligation of Energy Services Contractor to ensure that the Work as constructed, or Services, will result in any particular level of energy savings. Any suit on the Bonds must be brought within the period of one (1) year after substantial completion; provided, however, that if this suit limitation is void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable. Energy Services Contractor may furnish a retention bond in lieu of retainage held on respective monthly invoices. Because such bond is for City's protection, the cost of such bond shall be paid by City in addition to the Price.

12. Hazardous Materials. The Work and Services expressly exclude any work of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of hazardous materials or substances, including but not limited to asbestos, lead, or PCBs. As of the Effective Date, City represents that, to the best of its knowledge, there is no hazardous material on the premises that may in any way relate to the Work or affect Energy Services Contractor's ability to deliver the Work or Services. Prior to the Commencement Date, City shall provide to Energy Services Contractor a comprehensive good faith survey that at a minimum complies with applicable regulatory requirements, and identifies all actual or suspected hazardous materials, quantities, and specific locations of such materials on the premises. Failure to provide such good faith survey timely shall result in an equitable adjustment to Time. If Energy Services Contractor becomes aware of or suspects the presence of hazardous materials on the premises during the Work or Services, Energy Services Contractor shall notify City, City shall investigate and correct the suspected hazardous materials in accordance with all applicable laws, Energy Services Contractor shall have the right to stop work in the affected area until the suspected hazardous materials are investigated and remediated by City, and the Time and Price shall be equitably adjusted relative to the duration of City's investigation and remediation of the suspected hazardous materials.

13. Delays. If Energy Services Contractor is delayed in the commencement or completion of the Work or Services by causes beyond its control, including but not limited to fire, flood, theft, vandalism, labor disputes, abnormal adverse weather conditions, acts of God, acts of the public enemy, riot, war, unavailability of equipment or supplies, or supply chain delays caused by any of the foregoing, then Energy Services Contractor shall provide written notice to the City of the existence, extent of, and reason for such delays, and an equitable adjustment in the Time of the Contract shall be made as a result. If a delay is attributable to failure by City to perform its obligations under the Contract or failure to cooperate with Energy Services Contractor in the timely completion of the Work, an equitable adjustment to Time and Price shall be made as a result.

14. Certificate of Substantial Completion. Upon Substantial Completion of any Phase of the Work, City shall execute a certificate of substantial completion acknowledging:

- a. The portion of the Work substantially completed, and the date of substantial completion.
- b. Receipt of any manuals and training provided by Energy Services Contractor under this Contract.
- c. Any warranty start date and warranty period.
- d. A punchlist of items remaining to be completed by Energy Services Contractor.

Timing of Substantial Completion does not depend on City's timely executing a certificate of substantial completion, and failure by City timely to execute a certificate of substantial completion shall not operate to extend the date of Substantial Completion.

15. City Use. Upon substantial completion or start of beneficial use, whichever occurs first, City is responsible for use, operation, and maintenance of all aspects of the Work and Services. Energy Services Contractor shall not be responsible for improper use, operation, or maintenance of any aspect of the Work or

Services by City or others at any time.

16. Warranty. Energy Services Contractor warrants that the Work will be of good quality and new; that the Work will be free from defects not inherent in the quality required or permitted; and that the Work will conform to this Contract. Energy Services Contractor warrants that the Work shall be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the date of substantial completion, or start of beneficial use by City, whichever is earlier. This warranty does not cover any improper use, operation, or maintenance of any aspect of the Work, or if the Work has been abused, altered, or repaired by the City or third parties without supervision by or prior written approval from Energy Services Contractor, or if serial numbers or warranty date decals have been removed or altered. City must report any warranty claims to Energy Services Contractor in writing, and such claims must be presented immediately upon having reason to know that a warranty issue exists. Failure by City to notify Energy Services Contractor of the need for warranty service within ten days of discovery of a warranty claim will void this warranty. Additionally, City shall not hire or direct others to repair any warranty item without Energy Services Contractor's written consent. City's repair of any warranty item without the written consent of Energy Services Contractor shall void this warranty with respect to such item, and the cost of such repair shall not be reimbursable to City by Energy Services Contractor. Energy Services Contractor makes no warranty whatsoever regarding materials or products provided by third parties that are incorporated into the Work. THE WARRANTIES CONTAINED IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

17. Indemnity.

- a. Indemnity for professional liability:** When the law establishes a professional standard of care for Energy Services Contractor's Services, to the fullest extent permitted by law, Energy Services Contractor 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 to the extent caused by the professional negligence or willful misconduct, of Energy Services Contractor, its officers, agents, employees or Subconsultants (or any agency or individual that Energy Services Contractor 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, Energy Services Contractor 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), to the extent caused by the negligence or willful misconduct in the performance of this Agreement by Energy Services Contractor or by any individual or agency for which Energy Services Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Energy Services Contractor.
- 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, Energy Services Contractor shall have an immediate duty to defend the City at Energy Services Contractor's cost.

18. Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR SIMILAR DAMAGES OR LOSSES, INCLUDING LOSS OF PROFITS, ARISING OUT OF OR RELATING TO THIS CONTRACT, WHETHER BASED IN CONTRACT OR TORT OR ANY OTHER THEORY, EVEN IF A PARTY HAS BEEN

ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

19. Force Majeure. Energy Services Contractor shall not be liable to City for damages, loss, injury, or delay caused by conditions that are beyond the reasonable control of Energy Services Contractor. Such conditions include, but are not limited to pandemic, epidemic, fire, flood, theft, vandalism, labor disputes, abnormal adverse weather conditions, acts of God, acts of the public enemy, riot, war, unavailability of equipment or supplies, or supply chain delays or shortage of transportation facilities caused by any of the foregoing.

20. Fire Safety and Security Equipment. If this Contract covers fire safety or security equipment, City acknowledges that Energy Services Contractor is not an insurer regarding those services, and Energy Services Contractor shall not be responsible for any damage or loss that may result from fire safety or security equipment that fails to perform properly or fails to prevent a casualty loss.

21. Changes. The Work or Services may be changed pursuant to a written change order executed by an authorized Energy Services Contractor signer and City signer (“**Change Order**”). A Change Order is valid only to the extent that it changes the scope of Work or Services, Price, and/or Time. Any invalid portions of a Change Order shall be disregarded. The Parties contemplate that Change Orders may include scope changes such as installation of additional utility conservation measures, facility improvement measures, and operational efficiency improvements or the furnishing of additional services within the identified facilities, as well as other facilities owned or operated by City. Energy Services Contractor shall be entitled to a Change Order for additional or extra work or services provided by Energy Services Contractor to City at City’s written request.

22. Intellectual Property. Plans, designs, specifications, drawings, materials, exhibits, reports, memoranda, studies, software code, electronic data, and other intellectual information and materials provided by Energy Services Contractor to City (collectively the “**Intellectual Property**”) as part of the Work or Services are instruments of service owned by Energy Services Contractor and are not “work made for hire” as such term is defined under U.S. copyright law. If this Contract is performed to completion, then Energy Services Contractor grants to City a limited license to use the Intellectual Property to operate, maintain, renovate, and manage the subject matter of this Contract. The Intellectual Property shall not be used on other projects or for completion of the Work or Services by others, unless Energy Services Contractor is adjudged to be in material breach of this Contract, in which case City shall use the Intellectual Property at its sole risk, and shall hold Energy Services Contractor harmless from any and all errors or omissions in the Intellectual Property. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized use of Intellectual Property and that Energy Services Contractor shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. If any bond is required in connection with such an action, the allegedly breaching party agrees that \$3,000 shall be a reasonable amount of such bond.

Energy Services Contractor and City recognize that the damages to be sustained by Energy Services Contractor in the event of improper use of Intellectual Property by City will be difficult if not impossible to ascertain. Consequently, Energy Services Contractor and City, after each having consulted with their respective legal counsel and being fully aware of their rights herein, do hereby agree that in the event that City breaches this Agreement with respect to use of Intellectual Property, City agrees to pay to Energy Services Contractor \$1,000.00 per day as liquidated damages for the period of three (3) years following the date of breach. City and Energy Services Contractor, after consulting with their respective legal counsel on their rights herein, do hereby agree and stipulate that the liquidated damages sum is a fair and reasonable estimate of the damages which Energy Services Contractor will sustain in the event City materially breaches this Agreement with respect to use of Intellectual Property, and that nothing herein shall be construed to be a penalty.

23. Ownership of Documents. Energy Services Contractor shall maintain complete and accurate records with respect to any sales, costs, expenses, receipts, and other such information that may be required by City that relate to the performance of services under this Agreement. Energy Services Contractor 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. Energy Services Contractor 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.

- a. This Agreement creates, at no cost to City, a non-exclusive and perpetual license for City to use, at its discretion, 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. Energy Services Contractor retains 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 Energy Services Contractor in the course of providing the services under this Agreement.
- b. In the event City changes or uses any fully or partially-completed documents without Energy Services Contractor's knowledge, consent and/or participation, the City agrees to release Energy Services Contractor of liability for such changes and shall hold Energy Services Contractor harmless from and against any and all claims on account of any damages or losses to property or persons, or economic losses, arising out of that change or use, except to the extent Energy Services Contractor is found to be liable in a forum of competent jurisdiction for such loss or damage. In the event that City uses any fully or partially-completed documents without Energy Services Contractor's full involvement, the City shall remove all title blocks and other information that might identify Energy Services Contractor.

24. Termination. This Contract may be terminated at any time as described below:

- a. **Termination for Cause.** If Energy Services Contractor materially fails to perform under this Contract, City may notify Energy Services Contractor in writing of City's intent to terminate this Contract along with a description of the alleged failure. If Energy Services Contractor does not in good faith take reasonable steps to correct such failure within fifteen (15) days after receipt of such notice, City may terminate this Contract, and Energy Services Contractor shall be entitled to receive payment for all amounts earned prior to termination. If it is determined for any reason that termination was improper, the termination shall be treated as a termination for convenience.
- b. **Termination for Convenience.** City may terminate this Contract in whole or in part for any reason by providing written notice of termination to Energy Services Contractor and specifying the date on when the termination becomes effective. Upon receipt of such notice, Energy Services Contractor shall incur no further obligations in connection with the terminated work and will stop work to the extent specified. Energy Services Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Energy Services Contractor shall settle liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work, and City shall pay Energy Services Contractor for such expenses, demobilization costs incurred by Energy Services Contractor due to the termination, overhead through the end of work performed due to termination of the Contract, and lost profits on terminated work. Such amounts shall be paid by City to Energy Services Contractor within fifteen (15) days of Energy Services Contractor's delivery to City of a request for payment. In addition, Energy Services Contractor may terminate this Contract in whole or in

part for any reason by providing written notice of termination to City and specifying when termination becomes effective. In such case, Energy Services Contractor shall refund to City all amounts prepaid by City and unearned by Energy Services Contractor as of the date of termination, and City shall have no payment obligation to Energy Services Contractor for unperformed Work.

- c. **Unappropriated Public Funds.** If City is a public entity that is prohibited by law from making fiscal commitments beyond the term of its current fiscal period, and does not currently have funds set aside to pay for this Contract in future years, then Energy Services Contractor's compensation in future years is contingent upon the availability of appropriations in future years sufficient to pay for this Contract. Payments pursuant to this Contract shall be made only from funds appropriated or available, as of the Effective Date of this Contract, to pay for this Contract, and City's liability for payments shall be limited to the amount of appropriated or available funds as of the Effective Date of this Contract. If City funds are not appropriated or available to fund this Contract, then City may terminate this Contract without further obligation related to the non appropriated or unavailable funds.

25. Disputes. The Parties agree that the following process will be used to resolve any dispute between them. All dispute resolution shall be conducted in good faith, shall be confidential, shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence, and shall be inadmissible in any litigation, or other judicial proceeding.

- a. **Negotiations.** First, the Parties will attempt to negotiate a resolution.
- b. **Mediation.** If a dispute remains unresolved more than thirty (30) calendar days after the commencement of negotiations and the Parties have not mutually agreed to extend the negotiation period, then the Parties shall pursue mediation. In mediation, the Parties shall mutually select a mediator, the cost of the mediator and other administrative costs shall be shared equally by the Parties, and each Party shall be responsible for its own costs and expenses.
- c. **Arbitration.** If any dispute remains unresolved more than sixty (60) calendar days after the commencement of mediation, and the Parties have not mutually agreed to extend the mediation period, then either Party may pursue arbitration. The following rules shall apply to arbitration: The Parties shall mutually select an arbitrator. In the interest of fairness and to ensure that any arbitrator renders an award in accordance with California law, the Parties agree that the arbitrator shall not have the power to commit (a) errors of law or legal reasoning, (b) errors of fact, (c) errors with regard to mixed questions of law and fact; or to render an award: (d) not based on substantial evidence, (e) based on evidence not presented at the hearing, or (f) not in conformity with the substantive and procedural law of the state of California. If the arbitrator exceeds any of the foregoing specific powers, the award may be vacated or corrected by filing a petition pursuant to the Act in the Superior Court in and for the county where the project is located. In reviewing the award, the Superior Court shall sit as if it were an appellate court, in all respects, including but not limited to the scope of review. The decision of the Superior Court is, itself, subject to review by the California appellate courts. The arbitrator shall hear and determine the matter, and shall execute and acknowledge the award in writing and cause a copy thereof to be delivered to each of the parties. The award shall include factual findings, conclusions of law, and the reasons on which the decision is based. The decision of the arbitrator shall be final, binding, and conclusive, except to the extent the decision may be submitted for judicial review as provided herein. The award of the arbitrator may be confirmed by the Superior Court in the county where the project is located, and such Court may vacate, modify, or correct the award in accordance with the prevailing sections of the Act and in accordance with the terms and conditions herein. The non-prevailing Party shall reimburse the prevailing Party for all of its reasonable attorneys'

fees, costs, and expenses related to the arbitration, provided, however, that as a precondition to such award, the prevailing Party shall have participated in negotiations and mediation in good faith.

26. Notices. All notices to Energy Services Contractor shall be written, shall be sent via certified mail or a national courier service or personally delivered, shall consist of one original to Attn: General Counsel, Energy Services Contractor, 215 Fourier Ave, Fremont, CA 94539, and one original to the primary Energy Services Contractor contact for the Work, and shall be deemed delivered when received by the General Counsel.

All notices City shall be written, shall be sent via certified mail or a national courier service or personally delivered, shall consist of one original to:

If to City:

Bob Lindsey, City Manager
City of La Puente
15900 E. Main Street
La Puente, CA 91744
Tel: (626) 855-1501

With a copy to:

Victor Ponto, Esq.
Olivarez Madruga Lemieux O'Neill
500 S. Grand Avenue, 12th Floor
Los Angeles, CA 90071
Tel: (213) 744-0099

27. Choice of Law/Venue. This Agreement shall be governed and construed under the laws of the State of California, notwithstanding any choice of law provision whether statutory, common law, or contractual. The Parties consent to exclusive jurisdiction and venue in the state courts of California. Energy Services Contractor and City waive all defenses of lack of personal jurisdiction and forum non conveniens.

28. Assignment. Neither Party may assign or transfer its rights and/or obligations under this Contract without the prior written consent of the other Party which shall not be unreasonably withheld, unless the assignment is to an affiliate of the Party.

29. No Waiver. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver.

30. No Third Party Beneficiaries. There are no third party beneficiaries under this Contract or any portion thereof.

31. Severability, Survival. If any portion of this Contract shall be held invalid in whole or in part under any law, rule, regulation, or order, then such portion shall remain in effect only to the extent permitted, and the remaining portions of the Contract shall remain in full force and effect. Any invalid portions shall be substituted with an interpretation that most accurately reflects the Parties' intentions.

32. Tax Benefits. Unless otherwise specified in this Contract, Energy Services Contractor is solely entitled to claim tax benefits available under section 179D of the Internal Revenue Code (EPAct), or its successor.

33. Waiver of Subrogation. The Parties waive all rights against each other and their directors, officers,

agents, and employees, and other contractors, for damages or losses to the extent covered by insurance.

34. Amendment. This Contract may not be amended except pursuant to a written amendment signed by an authorized signer of each Party.

35. Headings. The headings of this Contract are for purposes of reference only and shall not limit or define the meaning of the provisions of this Contract.

36. Complete Agreement. This Contract, including the exhibits attached hereto, is a fully integrated agreement and contains the entire understanding between Energy Services Contractor and City with respect to the subject matter hereof. Any legal terms and conditions appearing in any attachment to this Contract shall be ignored to the extent they contradict or are inconsistent with the terms and conditions contained in the foregoing numbered paragraphs. All previous agreements between Energy Services Contractor and City as to the Work are superseded by this Contract.

37. Contract Documents. By this reference, the following exhibits are attached hereto and made a part of this Contract:

Exhibit A: City of La Puente_SES IGA 2021 11 02

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the Effective Date.

ENERGY SERVICES CONTRACTOR

CITY

By: _____
Printed Name: Majd Khleif _____
Title: _____ President _____
Date Signed: _____

By: _____
Printed Name: _____
Title _____
Date Signed: _____

“Exhibit A”

City of La Puente_SES IGA 2021 11 02

TO BE INSERTED



CITY OF LA PUENTE

PROJECT OVERVIEW

OCTOBER 19, 2021

ATTACHMENT B

SYSERCO



PROJECT GOALS



Reduce Operational Costs



Modernize Infrastructure



Demonstrate Environmental Stewardship with Renewable Energy



Project Velocity through design-build ESPC



Redirect Savings and Grants to “Pay for” Improvements



Turn-Key Projects with Limited Staff Burden

PROJECT DEVELOPMENT SCHEDULE

Preliminary Facility Assessment

Initial Conceptual
Presentation/ MOU
3/25

Data Sharing

SES Performs Site Visit
4/27

Review of
Preliminary Analysis
6/7

Investment Grade Audit

Scoping & Contractor Job
Walks/Pricing
7/22 – 10/12

90% Project
Development & Design
Meeting
10/12

IGA Delivery & Council
Workshop/
4217 Posting

Project Implementation

Approval of Project
November

Project Implementation
Dec 2021 – Dec 2022



CITY OF LA PUENTE

ENERGY CONSERVATION MEASURES

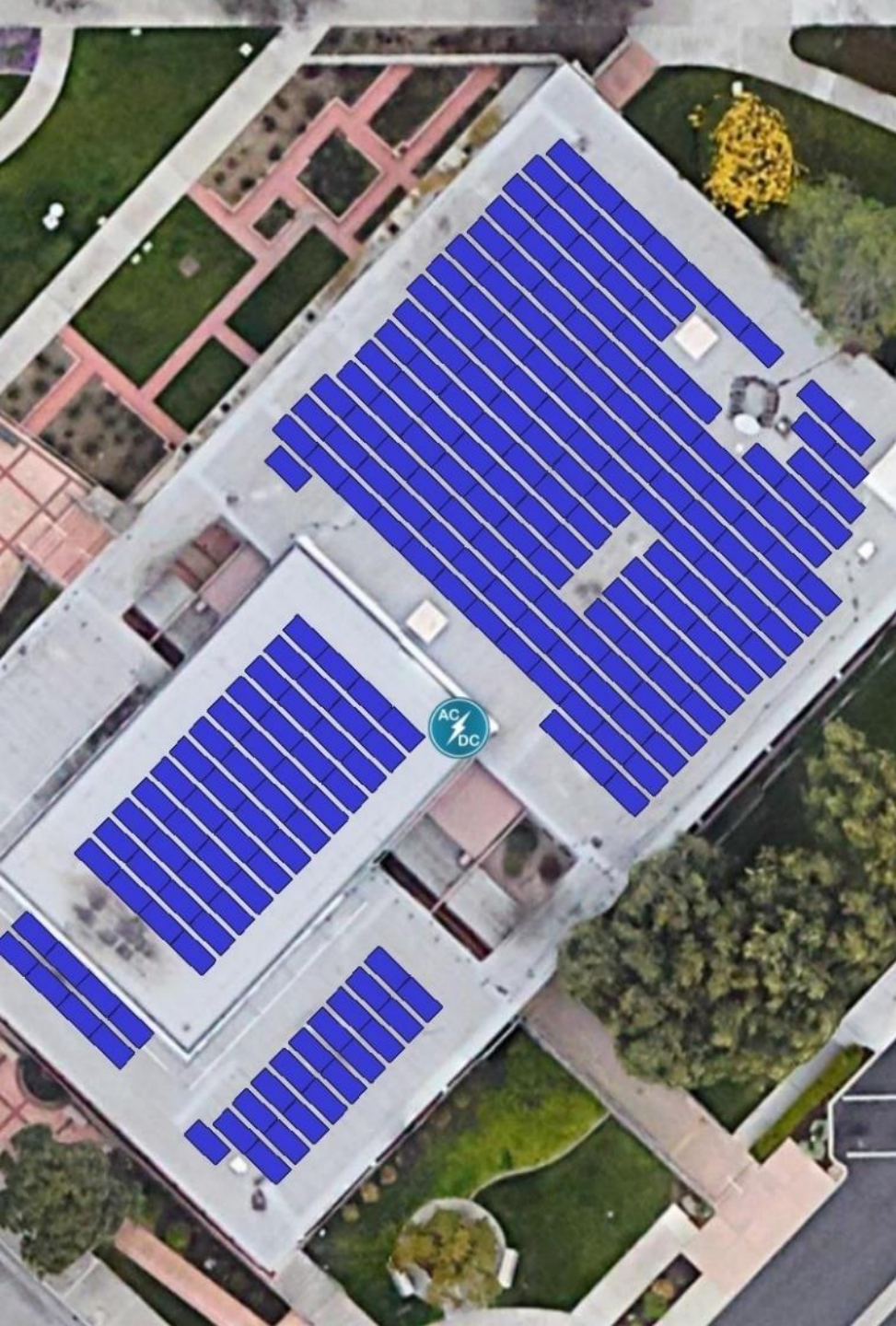
TABLE 1.1 – OVERVIEW OF OPPORTUNITIES CONTRACTOR JOB WALKS

Energy Conservation Measures (ECMs)	Maintenance Retrofits (with Energy Benefits)
LED Lighting Retrofit & Controls	Re-Roofing (City Hall, Maintenance Building, Senior Center & Senior Center Pergolas)
Solar PV (City Hall & Community Center)	eV Charging Stations at Community Center
Low-flow Water Fixtures	Transformer Replacement
Irrigation Improvements (City Hall)	Window Film Replacement – Community Center
HVAC Armor Coating	
Weatherproofing Senior Center	



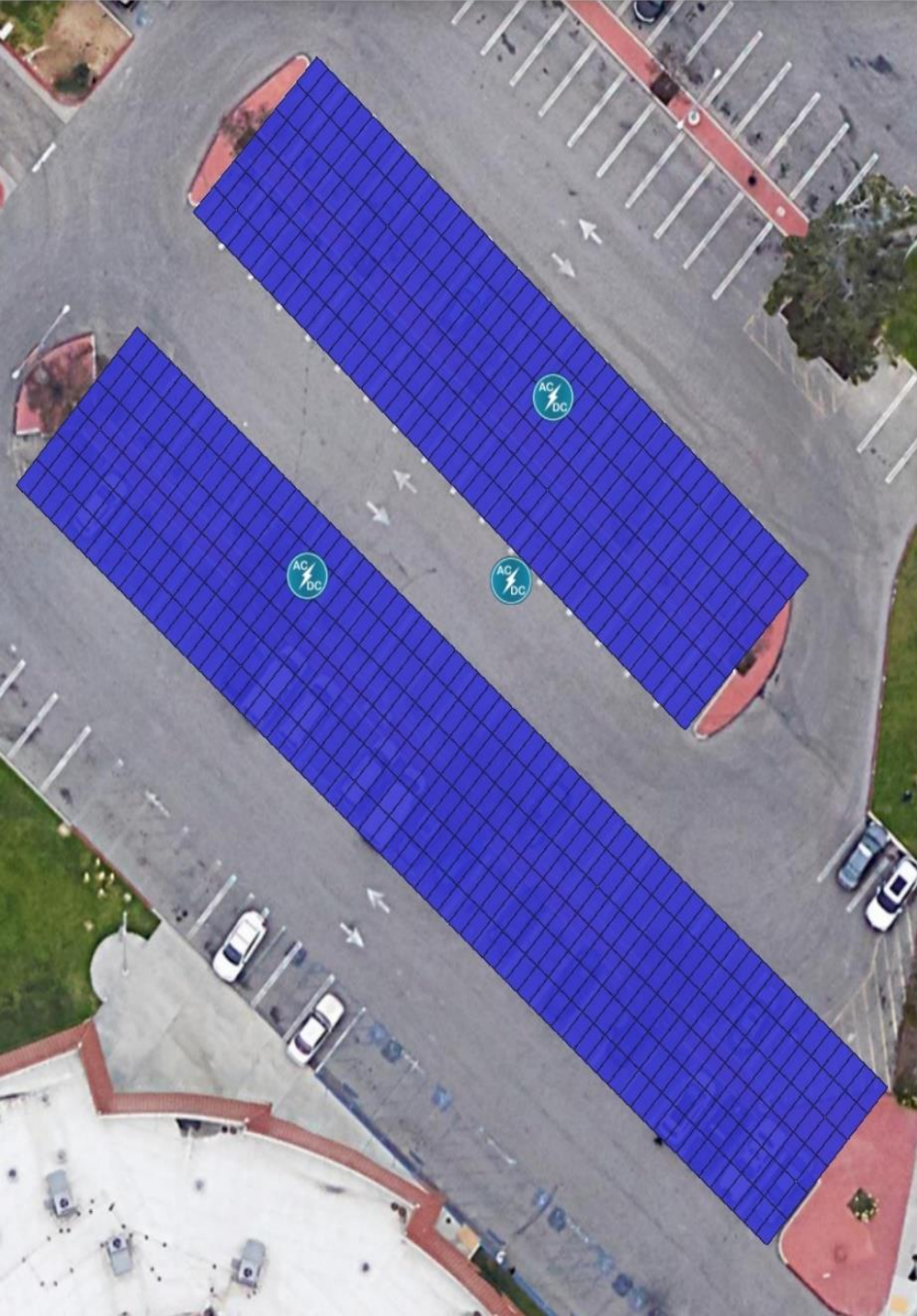
LED LIGHTING RETROFIT

- Retrofit 1,126 lighting fixtures with LED lamps.
- Add Title 24 lighting controls
- City Hall, Community Center, Senior Center, Maintenance Yard



PRELIMINARY SOLAR LAYOUT - CITY HALL

- 107 kW Rooftop Solar
- Produces ~95% of Post-Retrofit Consumption
- GS2- TOU E Rate
- In conjunction with new roof



PRELIMINARY SOLAR LAYOUT – COMMUNITY CENTER

- 297 kW Carport Solar Arrays
- Produces ~95% of Post-Retrofit Consumption (Net Meter – Bill Aggregate 6 Meters on Property), plus additional eV and lighting loads
- Switch to GS2- TOU E Rate
- **with 2 eV chargers (Level 2)- ChargePoint**

WATER EFFICIENCY

- **Toilets & Urinals:** Diaphragms and components deteriorate over time
 - Retrofit to a chloramine-resistant synthetic diaphragm valves and replace china, where necessary
- **Faucets:** Faucet aerators
- **Irrigation:** Existing irrigation Rainbird, Toro and mechanical controllers. None are networked or have weather sensors.
 - Hunter smart irrigation system with new controllers, adding additional modules to enable a centrally controlled weather smart irrigation system





HVAC ARMOR

- Restorative coating with 65% aluminum in a base of industrial-grade polyurethane
- Includes cleaning & straightening fins
- Improves heat transfer
- Extends life of equipment by extending the life of the coils
- 30 units city-wide



REROOFING – CITY HALL

- Existing is one layer of asphalt cap sheet built up roofing system over a layer of light weight concrete
- Recommend installing 115 Mil TPO cool-roof roofing system over top of existing roof with new flashings
- 2/20-year warranty
- Roofing integrated with rooftop solar with warranty intact



REROOFING - SENIOR CENTER

- **Pergolas:** Replace wood pergolas

- **Rooftop** (Only in proforma Option 1)

Existing is two layers of asphalt cap sheet built up roofing system over a layer of light weight concrete Recommend installing 115 Mil TPO cool-roof roofing system over top of existing roof with new flashing and coping at parapet walls. 2/20-year warranty



REROOFING – MAINTENANCE BUILDING

- Existing is one layer of asphalt cap sheet built up roofing system over a plywood deck
- Dangerous situation with compromised rafters
- Recommend installing 115 Mil TPO cool-roof roofing system as a complete **re-roof with repairs to the rafters and substrate**
- 2/20-year warranty



WINDOW FILM

- Replace window film at Community Center



SAMPLE PROFORMA – OPTION 1

			Total kWdc	Construction	Buydown	Interest Rate	Price	COI	Annual	
			405	12	\$ -	3.00%	\$ 3,586,056	\$ -	\$ 11,496	
	3%	3%	3%							Cumulative
Year	Solar Savings	ECM Savings	O&M Savings	Contribution	Net Revenues	Interest	Principal	Balance	Cash Flow	Savings
NPV									\$ 1,313,394	
1	\$ 102,198	\$ 101,947	\$ 71,144	\$ -	\$ 275,289	215,163	48,629	3,537,427	\$ 11,496	\$ 11,496
2	\$ 84,211	\$ 70,003	\$ 73,278	\$ -	\$ 227,493	106,123	109,874	3,427,553	\$ 11,496	\$ 22,992
3	\$ 86,738	\$ 72,103	\$ 75,476	\$ -	\$ 234,318	102,827	119,995	3,307,559	\$ 11,496	\$ 34,489
4	\$ 89,340	\$ 74,266	\$ 77,741	\$ -	\$ 241,347	99,227	130,624	3,176,934	\$ 11,496	\$ 45,985
5	\$ 92,020	\$ 76,494	\$ 80,073	\$ -	\$ 248,588	95,308	141,783	3,035,151	\$ 11,496	\$ 57,481
6	\$ 94,781	\$ 78,789	\$ 82,475	\$ -	\$ 256,045	91,055	153,494	2,881,657	\$ 11,496	\$ 68,977
7	\$ 97,624	\$ 81,153	\$ 84,949	\$ -	\$ 263,726	86,450	165,781	2,715,876	\$ 11,496	\$ 80,474
8	\$ 100,553	\$ 83,588	\$ 87,498	\$ -	\$ 271,638	81,476	178,666	2,537,211	\$ 11,496	\$ 91,970
9	\$ 103,569	\$ 86,095	\$ 90,123	\$ -	\$ 279,787	76,116	192,175	2,345,036	\$ 11,496	\$ 103,466
10	\$ 106,677	\$ 88,678	\$ 92,826	\$ -	\$ 288,181	70,351	206,334	2,138,702	\$ 11,496	\$ 114,962
11	\$ 109,877	\$ 91,338	\$ 95,611	\$ -	\$ 296,826	64,161	221,169	1,917,533	\$ 11,496	\$ 126,459
12	\$ 113,173	\$ 94,079	\$ 98,480	(91,287)	\$ 214,445	57,526	145,422	1,772,110	\$ 11,496	\$ 137,955
13	\$ 116,568	\$ 96,901	\$ 101,434	-	\$ 314,903	53,163	250,244	1,521,867	\$ 11,496	\$ 149,451
14	\$ 120,065	\$ 99,808	\$ 104,477	-	\$ 324,350	45,656	267,198	1,254,669	\$ 11,496	\$ 160,947
15	\$ 123,667	\$ 102,802	\$ 107,611	-	\$ 334,081	37,640	284,945	969,724	\$ 11,496	\$ 172,444
16	\$ 127,377	\$ 105,886	\$ 110,840	-	\$ 344,103	29,092	303,515	666,209	\$ 11,496	\$ 183,940
17	\$ 131,199	\$ 109,063	\$ 114,165	-	\$ 354,426	19,986	322,944	343,265	\$ 11,496	\$ 195,436
18	\$ 135,135	\$ 112,335	\$ 117,590	-	\$ 365,059	10,298	343,265	(0)	\$ 11,496	\$ 206,932
19	\$ 139,189	\$ 115,705	\$ 121,118	-	\$ 376,011				\$ 376,011	\$ 582,943
20	\$ 143,364	\$ 119,176	\$ 124,751	-	\$ 387,291				\$ 387,291	\$ 970,234
21	\$ 147,665			-	\$ 147,665				\$ 147,665	\$ 1,117,900
22	\$ 152,095			-	\$ 152,095				\$ 152,095	\$ 1,269,995
23	\$ 156,658			-	\$ 156,658				\$ 156,658	\$ 1,426,653
24	\$ 161,358			(136,930)	\$ 24,428				\$ 24,428	\$ 1,451,081
25	\$ 166,199			-	\$ 166,199				\$ 166,199	\$ 1,617,279
26	\$ 171,184			-	\$ 171,184				\$ 171,184	\$ 1,788,464
27	\$ 176,320			-	\$ 176,320				\$ 176,320	\$ 1,964,784
28	\$ 181,610			-	\$ 181,610				\$ 181,610	\$ 2,146,393
29	\$ 187,058			-	\$ 187,058				\$ 187,058	\$ 2,333,451
30	\$ 192,670			-	\$ 192,670				\$ 192,670	\$ 2,526,121

- City finances and owns all scope
- Tax-exempt lease Purchase
- 18-year term



CITY OF LA PUENTE

PROJECT OVERVIEW

OCTOBER 19, 2021





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

November 2, 2021

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

Subject: CITY OF LA PUENTE, CALIFORNIA ENERGY SAVING PERFORMANCE CONTRACT

To: The City of La Puente:

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

- **Financial Capability:** The SNB Public Sector Finance Team is part of Sterling National Bank, a publicly traded commercial bank with over \$32 billion in assets and the capability of funding tax-exempt financings on a nationwide basis.
- **Our Expertise:** Since 2015, SNB's Public Sector Finance Team has successfully provided over \$1.35 billion in financing for essential equipment and projects to municipalities like yours.
 - Over \$365.7 million provided for energy solutions including lighting & solar equipment.
 - Experience in working with ESCO's on prior transactions across the U.S.
 - Prior experience in working and completing financing for the City of La Puente.
 - We have provided similar financing for Cities in Southern CA such as Upland, Claremont, Yorba Linda, and Fullerton all in 2021.
 - More than 20 Successful closings of in 2021
 - Experience in working with CA energy grants and solar incentives specific to California.
- **Our Mission:** SNB's Public Sector Finance Team works with leaders across the country to make our communities better places to live, work, learn and play.
- **Your Experience:** Each member of the SNB Public Finance team has significant experience and take pride in the customer service we provide. We are confident that we will make a good partner for the City and it's team in the completion of this financing.

We look forward to working with you and your team on this assignment.

Respectfully -

John Riddle

John Riddle
Managing Director
jriddle@snb.com

ATTACHMENT C



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

TERM SHEET

TYPE OF FINANCING:	Tax-exempt, Lease Purchase Agreement secured by all property under the lease and real property already incumbered by SNB (the Community Center) and to be treated as a privately placed loan with SNB.
LESSEE:	La Puente, CA (the "City")
LESSOR:	Sterling National Bank ("SNB") and/or its successor by merger (the "Lessor")
PROJECT:	Develop and implement a "Comprehensive Energy Efficiency, Water Conservation, and Solar PV Project" as described in the City's request for proposal dated 10/22/2021
SECURITY:	Lease Agreement with a covenant by the City to budget and appropriate annual Lease Payments secured by property being financed. In addition, the La Puente Community Center, pledged on a prior lease with SNB, will be cross-collateralized for this lease.
ESCO:	SYNERCO Energy Solutions
BOND COUNSEL:	TBD
COUNSEL TO THE LESSOR:	Gilmore & Bell, P.C. (At no cost to the Lessee)
ESCROW AGENT:	Sterling National Bank Sterling National Bank will serve as Escrow Agent with no set up costs due from the City. Interest earned on monies in the Proceeds Account under the Escrow Agreement will accrue to the benefit of the City.
COMMENCEMENT DATE:	On or about December 2, 2021-Mutually agreeable date
AMOUNT TO BE FINANCED:	\$3,586,056 -Amount may vary based on finalized scope of work
LEASE TERM:	18 years inclusive of 12 months of escrow- First Principal payment due on or about 12/1/2022. Final payment due 12/01/2039
INTEREST RATE:	2.31% -locked through closing

DEBT SERVICE STRUCTURE: Annual payments, with option of level or stepped payments.

RATE LOCK: Rates will be held (locked) until agreed closing date (December)

TAX STATUS: Tax-Exempt and either Bank or Non-Bank Qualified

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

Year	Percentage
1 – 3	No call
4 - 7	102%
8 - 10	101%
Thereafter	100%

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

- Cross Collateralization Agreement with existing property
- Escrow Agreement
- Lessee's Closing Certificate with evidence of authorization
- Essential Use Certificate
- Opinion of Lessee's Counsel (at Lessee's expense)
- IRS Form 8038-G
- Evidence of Insurance
- Copy of the Sysco Energy Services Contract

FEES OF THE LESSOR: **None**-Sterling charges no fees whatsoever-NO CLOSING COSTS

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

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

LESSOR FEDERAL TAX ID: 13-1726107

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

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

CREDIT APPROVAL: This Term Sheet is subject to formal credit approval by Lessor and the execution of mutually acceptable documentation. This offer has been thoroughly reviewed and Sterling is confident to provide formal approval within 5 business days of acceptance.

PROPOSAL EXPIRATION: Unless accepted by the City or extended in writing by Lessor at its sole discretion, this Term Sheet shall expire on November 10, 2021. Once accepted, this Term Sheet shall expire if the financing is not completed by December 22, 2021.

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

Respectfully –

John Riddle

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

Agreed to and Accepted by:
La Puente, California

_____ (Name)

_____ (Title)

_____ (Date)

RESOLUTION NO. 21-5669

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, AUTHORIZING THE CITY MANAGER TO ENTER INTO AN ENERGY SERVICES CONTRACT FOR ENERGY EFFICIENCY MEASURES WITH SYSERCO ENERGY SOLUTIONS (SES), AUTHORIZING IMPLEMENTATION OF THE ENERGY EFFICIENCY MEASURES (ECM) DETERMINED BY THE INVESTMENT GRADE AUDIT (IGA) AND APPROVING THE TERMS OF A FUNDING AGREEMENT WITH STERLING NATIONAL BANK

WHEREAS, California Government Code Section 4217.12 allows the City to select a firm based on best overall value and, that the anticipated cost to the City for the conservation services provided under the contract will be less than the anticipated marginal energy cost to the City that would have been incurred in the absence of the contract.; and

WHEREAS, SES has developed an INVESTMENT GRADE AUDIT to provide a turnkey, comprehensive approach towards designing, building, managing, commissioning, and validating Energy Conservation Measures (ECMs); and

WHEREAS, the Project allows for a streamlined solution to implementing energy conservation projects with the goal of implementing energy saving projects at the City of La Puente that address existing building infrastructure needs providing for a more energy efficient, safe, reliable and sustainable operation; and

WHEREAS, in order to participate in the ENERGY SERVICES PROGRAM, the City permitted SES to perform an Investment Grade Assessment (IGA), consisting of professional engineering services necessary to complete a full assessment of energy efficiency opportunities at the City of La Puente; and

WHEREAS, SES has completed the IGA Final Report for the City buildings, which identified a variety of economically viable energy efficiency and operational upgrades, including capital improvement projects that, when implemented, will allow the City of La Puente to achieve many of its long-term sustainability goals; and,

WHEREAS, SES has identified a tax-exempt municipal lease from Sterling National Bank as the funding source for the identified projects; and

WHEREAS, the energy services contract terms will include: a scope of work containing the ECMs selected by the City Facilities & Operations Staff, insurance and indemnity provisions approved by the City and City Attorney, and those terms in the Energy Services Construction Contract necessary to comply with all applicable Public Construction Contracting laws, including prevailing wage, bonds, etc.; and,

WHEREAS, on November 09, 2021, the City Council held a Public Hearing as required by Government Code Sections 4217.12 , to consider Energy Conservation Measure options.

**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. Based upon reports of staff, reviewed by the City Council in connection herewith, and pursuant to Government Code section 4217.12, the City Council finds that the anticipated cost to the City for the Energy Conservation Measures provided pursuant to the terms of the Contract will be less than the anticipated marginal costs to the City of thermal, electrical or other energy that would have been consumed by the City in the absence of such purchase.

SECTION 3. That the City's payment to SES is anticipated to be offset by below-market energy purchases or other benefits provided under the Contract.

SECTION 4. It is in the best interests of the City to enter the Contract pursuant to the terms as indicated in the form of Contract, subject to minor revisions approved by staff and legal counsel that do not alter or reduce the "best interests" approved in this Resolution.

SECTION 5. The City Manager or designee is authorized to negotiate and execute agreements with SES to implement the Energy Conservation Measures included and described in the Energy Services Proposal to the staff report to Council dated November 9, 2021, subject to approval as to form by the City Attorney.

SECTION 6. The City Manager or designee is also authorized to enter into an agreement for funding through a tax-exempt municipal lease from Sterling National Bank in or up to amounts as identified in the staff report to Council dated November 9, 2021.

SECTION 7. The provisions of this Resolution are severable and if any provision, clause, sentence, word or part thereof is held illegal, invalid, unconstitutional, or inapplicable to any person or circumstances, such illegality, invalidity, unconstitutionality, or inapplicability shall not affect or impair any of the remaining provisions, clauses, sentences, sections, words or parts thereof of the Resolution or their applicability to other persons or circumstances.

SECTION 8. That the City Clerk shall certify to the adoption of this Resolution and that the same shall be in full force and effect.

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

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk

RESOLUTION NO. 21-5666

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE ALLOWING CERTAIN CLAIMS AND
DEMANDS IN THE AMOUNT \$1,334,862.34 (WARRANT
REGISTER 1520)**

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 6414 through 6506 ACH(s) numbered 295 through 301, and Draft numbered 01416 through 01429 except for voided warrant 6441 have been audited as required by law and the same are hereby allowed in the amounts hereinafter set forth on the attached check registers.

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

Sheryl Garcia, City Clerk

PASSED, APPROVED AND ADOPTED this 9th day of November 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 10/16/2021 - 11/1/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
295	10/22/2021	LANWEST	LANDSCAPE WEST MANAGEMENT SERVICES INC		7,657.91
	10081	09/21 CH LANDSCAPE SVC		100-1150-53814	2,080.69
	10081	09/21 SR CENTER LANDSCAPE SVC		100-4130-53814	168.48
	10081	09/21 MEDIAN LANDSCAPE SVC		200-3120-53814	5,408.74
296	10/22/2021	SIEIND	SIEMENS INDUSTRY INC.		3,744.64
	5610278636	09/21 TS MTCE		200-3120-53819	1,560.50
	5620037493	09/21 TS CALL OUTS		200-3120-53819	1,733.11
	5620037532	TS REPAIR-ARDILLA/TEMPLE		200-3120-53819	451.03
297	10/22/2021	TANKO	TANKO LIGHTING		4,857.00
	66973	09/27 REPLACE POLE-VALLEY/OLD VALLEY		285-3330-53111	2,428.50
	66997	10/21 POLE REPLACEMENT-MAIN ST		285-3330-53111	2,428.50
298	10/22/2021	THYSSE	TK ELEVATOR		1,172.77
	3006212396	10/01-12/31-CH ELEVATOR SVC		100-1150-53811	1,172.77
299	10/29/2021	ALTALANG	ALTA LANGUAGE SERVICES, INC.		858.75
	IN554701	10/12 SPANISH REMOTE INTERPRETATION		100-1120-53111	858.75
300	10/29/2021	SIEIND	SIEMENS INDUSTRY INC.		360.82
	5620037533	ST LIGHT SVC-OLD VALLEY/VALLEY		200-3120-53819	360.82
301	10/29/2021	TANKO	TANKO LIGHTING		4,634.50
	66992	LIGHT POLE INSTALLATION-OLD VALLEY		285-3330-53111	4,634.50
6414	10/22/2021	AGRTUR	AGRI-TURF DISTRIBUTING, LLC		1,409.32
	69564	LP PARK-FERTILIZER		100-3330-53822	1,409.32
6415	10/22/2021	ALLWEA	ALL WEATHER ROOFING		5,275.00
	4137	MAINTENANCE YARD ROOF REPAIR		100-3330-53813	4,900.00
	4137	EXTRA MTRL-MTCE YARD ROOF REPAIR		100-3330-53813	375.00
6416	10/22/2021	AMABUS	AMAZON CAPITAL SERVICES INC		311.02
	1DVQ-CFHH-GQHX	SAFETY GEAR		100-3100-53011	82.14
	1J4Y-TD4D-CMKX	GLOVES, EAR PLUGS		100-3330-53011	200.31
	1YJ7-JXQC-C9T4	ZIP TIES		100-3330-53012	28.57
6417	10/22/2021	APEX	APEX AUDIO		2,150.37
	46531	COUNCIL CHAMBER-MICROPHONES		275-1125-53998	2,150.37
6418	10/22/2021	B&HPOH	B & H		3,497.47
	193923837	PEG CHANNEL EQUIPMENT		275-1125-53998	945.65
	193942385	PEG CHANNEL EQUIPMENT		275-1125-53998	2,551.82
6419	10/22/2021	B2PRIN	B2 PRINT		272.70
	0010752	ENVELOPES-CITATION PROCESSING		100-2110-53411	189.70
	0010922	BUSINESS CARDS-MADRID		100-1150-53976	41.50
	0010922	BUSINESS CARDS-ALVAREZ		100-1150-53976	41.50
6420	10/22/2021	CABUST	CALIFORNIA BUILDING STANDARDS		176.85
	INV0006408	07/01-09/30 BLDG REV FUND		100-48900	-19.65
	INV0006408	07/01-09/30 BLDG REV FUND		600-47441	196.50
6421	10/22/2021	STATE	CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION		1,193.00
	INV0006400	07/01-09/30 SALES TAX ACCRUAL-PRACTICE SPORTS		100-3330-53822	540.00
	INV0006400	07/01-09/30 SALES TAX ACCRUAL-PYT SPORTS		100-3330-53822	207.00

Check Register Report

Payment Dates: 10/16/2021 - 11/1/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0006400	07/01-09/30 SALES TAX ACCRUAL-TRASH CANS DEPOT		100-3330-53822	446.00
6422	10/22/2021 74062627	CBEEQU 10/21 CH COPIER LEASE	CELL BUSINESS EQUIPMENT	100-1150-53911	456.78 456.78
6423	10/22/2021 3301-1004368	CED FLUOR LAMP/SUPPLIES	CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	100-4130-53813	327.95 327.95
6424	10/22/2021 19367 19368	DAROLI 09/21 LEGAL SVC-CODE ENF 09/21 LEGAL SVC-CODE ENF	DAPEER, ROSENBLIT & LITVAK, LLP	100-2110-53114 100-2110-53114	7,752.86 1,221.66 6,531.20
6425	10/22/2021 INV0006409 INV0006409	DEPTC 07/01-09/30 SMIP FEES 07/01-09/30 SMIP FEES	DEPT OF CONSERVATION	100-48900 600-47440	388.91 -20.46 409.37
6426	10/22/2021 28584	DOLPHIN MOVIE SCREEN-DIA DE LOS MUERTOS	DOLPHIN ENTERTAINMENT	100-4130-53979	1,250.00 1,250.00
6427	10/22/2021 5852101-IN	EMPAME 09/21 BUS SHELTER MTCE	EMPLOY AMERICA	210-3130-53816	3,640.00 3,640.00
6428	10/22/2021 02 02 02 02	FECELE ELECTRICAL IMPR LP PARK III-RETENTION ELECTRICAL IMPR LP PARK III-PYMT#2 ELECTRICAL IMPR LP PARK III-RETENTION ELECTRICAL IMPR LP PARK III-PYMT#2	F.E.C. ELECTRIC INC.	100-20220 100-5596-59300 500-20220 500-5595-59300	69,132.74 -3,016.16 60,323.16 -622.41 12,448.15
6429	10/22/2021 45359	FRANKL SR CTR-A/C MTCE	FRANKLIN AIR CONDITIONING &	100-4130-53811	270.00 270.00
6430	10/22/2021 INV0006398	VERIC 10/07-11/06 PHONE-SR CTR ALARM	FRONTIER COMMUNICATIONS	100-4130-53715	121.54 121.54
6431	10/22/2021 019120040	GALLS ADMIN SVC-STAFF JACKETS	GALLS	100-1130-53011	350.62 350.62
6432	10/22/2021 INV0006404	HACINS 2021-51 BUSINESS GRANT	HACIENDA INSURANCE SERVICE	263-3320-53981	5,000.00 5,000.00
6433	10/22/2021 29593	HACOUT MTCE DEPT-UNIFORMS	HACIENDA OUTLET	100-3330-53015	74.77 74.77
6434	10/22/2021 111465	JCLBAR SCHOOL XING SIGNS	JCL TRAFFIC	200-3120-53821	850.03 850.03
6435	10/22/2021 1503	KSKFAC 09/21 CH JANITORIAL SVC	KSK FACILITIES	100-1150-53813	1,606.00 1,606.00
6436	10/22/2021 SA220000102	LACRDD ST RESURFACE-ORANGE ST	LA CO DEPT PUBLIC WORKS	200-3120-53817	19,679.74 19,679.74
6437	10/22/2021 220198VC 220198VC	LACSHF 07/21 LAW ENFORCEMENT 07/21 LIABILITY INSURANCE	LA CO SHERIFF'S DEPT	100-2100-53110 100-2100-53186	668,387.79 604,468.65 63,919.14
6438	10/22/2021 37204	LEWIS TILE PLATES-LERMA	LEWIS ENGRAVING, INC	100-4100-53972	26.46 26.46
6439	10/22/2021 14639	MANCIL FLYERS-STUDENT RUN LA	MANCILLA'S QUALITY PRINTING	100-4140-53979	948.27 948.27
6440	10/22/2021 124644 124647 124649	MERRIT NAILS TABLE YLAC OFFICE SUPPLIES	MERRITTS HARDWARE	100-3330-53822 100-2110-53012 100-4110-53011	2,308.87 1.32 145.16 364.57

Check Register Report

Payment Dates: 10/16/2021 - 11/1/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	124676	MTCE SUPPLIES		100-3330-53813	374.39
	124681	MTCE SUPPLIES		100-3330-53813	51.67
	124687	GRAFFITI SUPPLIES		200-3120-53016	113.33
	124712	YLAC SUPPLIES		100-4110-53012	31.15
	124713	GRAFFITI SUPPLIES		200-3120-53016	66.65
	124725	STRIPING/ MARKING PAINT		100-3330-53822	50.78
	124757	STRIPING/MARKING PAINT		100-3330-53822	86.59
	124770	YLAC OFFICE SUPPLIES		100-4110-53012	16.91
	124784	BATTERIES		100-4110-53012	8.79
	124799	MTCE SUPPLIES		100-3330-53012	27.76
	124814	MTCE SUPPLIES		100-3330-53012	65.96
	124835	CABLETIES		100-3330-53012	21.98
	124854	TOTE UTILITY BLK/YLW		100-4100-53012	105.56
	124868	MTCE SUPPLIES		100-3330-53012	8.79
	124870	LP PARK SUPPLIES		100-3330-53822	88.76
	124876	LP PARK SUPPLIES		100-3330-53822	40.88
	124879	GRAFFITI SUPPLIES		200-3120-53016	84.12
	124894	ANIMAL CONTROL SUPPLIES		100-2130-53011	86.39
	124923	MTCE SUPPLIES		100-3330-53012	72.56
	124926	MOUNT SQUARES		100-2100-53012	3.95
	124927	COMM CTR SUPPLIES		100-4100-53012	59.29
	124930	GRAFFITI SUPPLIES		200-3120-53016	73.10
	124943	GRAFFITI SUPPLIES		200-3120-53016	4.16
	124950	GYM SUPPLIES		100-4100-53012	35.23
	124958	GRAFFITI SUPPLIES		200-3120-53016	17.14
	124981	GRAFFITI SUPPLIES		200-3120-53016	89.86
	125017	GRAFFITI SUPPLIES		200-3120-53016	65.89
	125028	CABLETIE		100-3330-53012	15.39
	125042	HOSE FLEXOGEN		100-2110-53012	30.79
6442	10/22/2021	MYRNA	MYRNA'S BEAUTY SALON		5,000.00
	INV0006403	2021-31 BUSINESS GRANT		263-3320-53981	5,000.00
6443	10/22/2021	NATCON	NATIONAL CONSTRUCTION RENTALS		59.28
	6298481	10/03-10/30 LP PARK TEMP FENCING		100-3330-53822	59.28
6444	10/22/2021	NUELUN	NUEVA LUNA		5,000.00
	INV0006406	2021-44 BUSINESS GRANT		263-3320-53981	5,000.00
6445	10/22/2021	QUAD	QUADIENT		178.25
	16505146	POSTAGE INK		100-1150-53911	178.25
6446	10/22/2021	QUAD	QUADIENT		28.60
	40178813	MAIL METER REPAIR		100-1150-53811	28.60
6447	10/22/2021	RAIDAV	RAIN DAVIDSON		1,047.50
	5101	CAMERA EQUIP-FORD ESCAPE		100-2110-53012	547.50
	5102	CAMERA EQUIP-FORD ESCAPE		100-2110-53012	500.00
6448	10/22/2021	REGION	REGIONAL TAP SERVICE CENTER		1,316.50
	6014887	09/21 EZ/FOOTHILL MONTHLY PASS		210-3130-53915	1,316.50
6449	10/22/2021	CARRRI	RICARDO CARRILLO		62.54
	INV0006407	LOCKS REIM-CARRILLO		100-3100-53012	24.00
	INV0006407	MTCE TOOLS REIM-CARRILLO		100-3100-53012	21.98
	INV0006407	PRIMMER REIM-CARRILLO		100-3100-53012	16.56
6450	10/22/2021	RRMDES	RRM DESIGN		15,183.00
	2147-01-821A	LP PUENTE HOUSING UPDATE-5TH CYCLE		100-3300-53111	2,192.50
	2147-01-821B	LP HOUSING UPDATE-6TH CYCLE		100-3300-53111	12,990.50

Check Register Report

Payment Dates: 10/16/2021 - 11/1/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
6451	10/22/2021 INV0006401	SGVWC 09/07-10/05 WR-935 IRRIG PUENTE	S.G.V. WATER CO	200-3120-53714	261.78 261.78
6452	10/22/2021 155044	SMART OFFICE SUPPLIES	SMART & FINAL	100-4100-53011	29.27 29.27
6453	10/22/2021 3890852 3893819	AQMD SR CTR ICE ELEC GEN DIESEL FY 21/22 SC EMISSIONS	SOUTH COAST AQMD	100-4130-53811 100-4130-53811	582.74 440.15 142.59
6454	10/22/2021 LAPUENTE0921 LAPUENTE0921 LAPUENTE0921 LAPUENTE0921	SGTRA 09/21 DIAL A RIDE 09/21 LP LINK 09/21 DIAL A RIDE FARE 09/21 LP LINK FARE	SOUTHLAND TRANSIT INC	210-3130-53916 210-3130-53917 210-46100 210-46105	37,934.34 8,579.81 31,197.78 -10.75 -1,832.50
6455	10/22/2021 10303592 100721	DANON 10/21 CH WATER SVC	SPARKLETTS	100-1150-53011	255.21 255.21
6456	10/22/2021 391383 391386	STANLE 09/21 SNACK BAR PEST CONTROL 09/21 ABBEY PEST CONTROL	STANLEY PEST CONTROL, INC.	100-3330-53822 200-3120-53814	165.00 80.00 85.00
6457	10/22/2021 180051584897	SOSUBW 09/08-10/07 WTR-HACIENDA/MAPLEGROVE	SUBURBAN WATER SYSTEMS	200-3120-53714	208.39 208.39
6458	10/22/2021 412135118 412135236	TERMI 09/14 CH PEST CONTROL 09/14 CH PEST CONTROL	TERMINIX PROCESSING CENTER	100-1150-53813 100-1150-53813	172.00 87.00 85.00
6459	10/22/2021 INV0006399	GASCO 09/01-10/04 GAS-SR CENTER	THE GAS COMPANY	100-4130-53711	92.85 92.85
6460	10/22/2021 5529	RIGMAN REPAIR GRAFFITI SPRAYER	THE RIG MAN	200-3120-53016	77.38 77.38
6461	10/22/2021 INV0006402	TRINY 2021-17 BUSINESS GRANT	TRINY & TINA HAIR STYLING	263-3320-53981	5,000.00 5,000.00
6462	10/22/2021 7195378-00	TUST IRRIGATION SUPPLIES	TURF STAR, INC.	100-3330-53822	40.01 40.01
6463	10/22/2021 INV0006405	VIJPHA 2021-55 BUSINESS GRANT	VIJAY L PHARAR DENTAL CORPORATION	263-3320-53981	5,000.00 5,000.00
6464	10/22/2021 2021-188769-00 2021-211285-00	VISTA GRAFFITI REMOVAL SUPPLIES GRAFFITI REMOVAL SUPPLIES	VISTA PAINT	200-3120-53016 200-3120-53016	1,026.19 200.17 826.02
6465	10/22/2021 INV970304 INV970306 INV970312 INV970313	TURFWE SOD-TURN INSTALLATION SOD-TURF INSTALLATION SOD-TURF INSTALLATION SOD-TURF INSTALLATION	WEST COAST TURF	100-5596-59300 100-5596-59300 100-5596-59300 100-5596-59300	21,600.00 5,520.00 5,520.00 5,040.00 5,520.00
6466	10/22/2021 010-49168 010-49168	WILENG 20/21 CDIAC REPORTING 20/21 CDIAC REPORTING	WILLDAN ENGINEERING	203-3120-53111 205-3120-53111	1,200.00 600.00 600.00
6467	10/29/2021 19787	ACEFEN LP PARK GATE	ACE FENCE COMPANY	100-5596-59300	8,500.00 8,500.00
6468	10/29/2021 INV0006411	ALIMAR PRE EMPLOYMENT LIVESCAN REIM-MARRUFO	ALISIA MARRUFO	100-1135-53406	35.00 35.00

Check Register Report

Payment Dates: 10/16/2021 - 11/1/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
6469	10/29/2021	AMABUS	AMAZON CAPITAL SERVICES INC		2,687.99
	11DV-N4DX-PFQL	OFFICE SUPPLIES		100-1110-53011	67.22
	16TX-C3F9-YV33	COVID SUPPLIES		100-1150-53011	57.00
	1CQ1-CKM9-TQ79	EARBUDS		100-1120-53011	30.78
	1JT4-RUQ1-96HK	PPE-LYSOL SPRAY		262-3320-53011	158.14
	1TX4-T4GM-RHVL	PEG CHANNEL EQUIPMENT		275-1125-53998	2,214.83
	1WHX-MJWP-QMVK	TABLE CLOTH-COUCIL		100-1100-53011	64.50
	1XL7-CNG9-XWVT	OFFICE SUPPLIES		100-1110-53011	95.52
6470	10/29/2021	ATT	AT&T		66.70
	000017187329	09/13-10/12 CC/YLAC FAX LINES		100-4100-53715	44.45
	000017187330	09/13-10/12 PHONE-LP PARK SNACK BAR		285-3330-53715	22.25
6471	10/29/2021	B&HPHO	B & H		3,473.52
	194468739	PEG CHANNEL EQUIPMENT		275-1125-53998	3,473.52
6472	10/29/2021	B2PRIN	B2 PRINT		44.50
	0010952	BUSS CARDS-DIAZ		100-3310-53011	44.50
6473	10/29/2021	INDUSTRY	CITY OF INDUSTRY		53,287.21
	INV0006410	21/22 VALLEY BLVD WALL LOAN PYMT		400-3120-53990	53,287.21
6474	10/29/2021	CONCEN	CONCENTRA		318.00
	73001090	10/21 PRE EMPLOYMENT EXAM		100-1135-53406	212.00
	73080901	10/13 PRE EMPLOYMENT EXAM		100-1135-53406	106.00
6475	10/29/2021	DOUMAR	DOUG MARTIN CONTRACTING COM., INC.		50,203.05
	RETENTION	06/21 CITYWIDE SLURRY SEAL RETENTION PYMT		405-20220	25,101.53
	RETENTION	06/21 CITYWIDE SLURRY SEAL RETENTION PYMT		410-20220	25,101.52
6476	10/29/2021	EDISON	EDISON CO		9,791.78
	INV0006437	08/01-31 ELEC-1520 NELSON		200-3120-53713	62.39
	INV0006438	05/27-09/26 ELEC-15614 TEMPLE		285-3330-53712	9,212.40
	INV0006439	09/07-10/06 ELEC-VARIOUS		200-3120-53713	357.16
	INV0006440	09/17-10/18 ELEC-14746 TEMPLE		200-3120-53713	18.24
	INV0006441	08/01-09/30 ELEC-15200 NELSON		200-3120-53713	62.39
	INV0006442	09/17-10/18 ELEC-16159 TEMPLE		200-3120-53713	17.77
	INV0006443	09/07-10/06 ELEC-13798 TEMPLE		200-3120-53713	61.43
6477	10/29/2021	EDUALV	EDUARDO ALVARADO		69.00
	INV0006445	REFUND DBL PYMT PC#LP030010358		100-43110	69.00
6478	10/29/2021	FEDEXP	FEDERAL EXPRESS CORP		44.34
	7-540-79539	POSTAGE		100-1150-53211	44.34
6479	10/29/2021	FEIFEI	FEIFEI WU		20.00
	INV0006447	REFUND PET LIC-WU		100-42140	20.00
6480	10/29/2021	GOGOVS	GO GOV APPS, INC		7,344.00
	21-076	21-22 CODE ENF-LICENSE RENEWAL		550-6100-53017	7,344.00
6481	10/29/2021	HACLWN	HACIENDA LAWNMOWER SHOP		8.00
	2589	TOOL SVC		100-3100-53012	8.00
6482	10/29/2021	HDLCC	HDL COREN & CONE		2,640.00
	SIN012172	10-12/21 PROPERTY TAX SVC		100-1130-53111	2,640.00
6483	10/29/2021	JCLBAR	JCL TRAFFIC		294.37
	111703	TEMP NO PARKING SIGNS		200-3120-53821	294.37
6484	10/29/2021	GONSALV	JOE A. GONSALVES & SON		2,500.00
	159372	11/21 LEGISLATIVE SVC		100-1100-53111	2,500.00
6485	10/29/2021	LEOBUI	LEONIDA BUILDERS		86,749.99
	INV0006444	PARK SEWER IMPRO RETENTION PYMT		100-20220	16,977.85

Check Register Report

Payment Dates: 10/16/2021 - 11/1/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0006444	PARK SEWER IMPRO RETENTION PYMT		285-20220	4,148.43
	INV0006444	PARK SEWER IMPRO RETENTION PYMT		500-20220	65,623.71
6486	10/29/2021	BEAUTY	MARIA GRIMALDO		5,000.00
	INV0006446	2021-48 BUSINESS GRANT		263-3320-53981	5,000.00
6487	10/29/2021	NATCON	NATIONAL CONSTRUCTION RENTALS		228.00
	6315201	10/18-11/14 LP PARK TEMP FENCING		100-3330-53822	228.00
6488	10/29/2021	OREILLY	O'REILLY AUTO PARTS		150.55
	3607-260062	HEADLIGHTS-GRAFFITI TRUCK		555-3150-53812	150.55
6489	10/29/2021	PENP	PENPOINT ARCHITECTURAL SIGNS		660.00
	13-1783	SNEEZE GUARD WORK		262-3320-53011	660.00
6490	10/29/2021	QUINMO	QUINTIN'S MOBIL		49.24
	1018967	FUEL		555-3150-53014	49.24
6491	10/29/2021	RRMDES	RRM DESIGN		9,923.50
	0584	LP HOUSING UPDATE-6TH CYCLE		100-3300-53111	9,923.50
6492	10/29/2021	SGVWC	S.G.V. WATER CO		898.23
	INV0006434	09/13-10/12 WTR-715 IRRIG		200-3120-53714	341.14
	INV0006435	09/13-10/12 WTR- 545 IRRIG		200-3120-53714	324.94
	INV0006436	09/13-10/12 WTR-13760 IRRIG		200-3120-53714	232.15
6493	10/29/2021	SGVT	SAN GABRIEL VLY NEWSPAPER		554.00
	0011496751	AD-PH ENERGY SVC CONTRACT		100-1120-53411	554.00
6494	10/29/2021	STAPLE	STAPLES CREDIT PLAN		1,828.37
	2923241621	OFFICE SUPPLIES		100-1150-53011	64.01
	2923277401	LABEL WRITER		100-1120-53011	317.86
	2923278311	OFFICE SUPPLIES		100-1150-53011	213.27
	2933830071	OFFICE SUPPLIES		100-3300-53011	48.32
	2933830371	OFFICE SUPPLIES		260-3320-53011	175.80
	2933830471	OFFICE SUPPLIES		100-1150-53011	87.84
	2933830571	OFFICE SUPPLIES		100-3330-53011	182.99
	2933849401	OFFICE SUPPLIES		100-1150-53011	346.77
	2937676081	OFFICE SUPPLIES		100-1150-53011	115.10
	2940558411	OFFICE SUPPLIES		100-1150-53011	191.10
	2940561091	OFFICE SUPPLIES		100-3300-53011	72.12
	2940738151	JAM PAPER LASERINKJET		100-3300-53011	13.19
6495	10/29/2021	TERMI	TERMINIX PROCESSING CENTER		143.00
	413185367	10/11 CH PEST CONTROL		100-1150-53813	53.00
	413188124	10/11 SR CENTER PEST CONTROL		100-4130-53813	90.00
6496	10/29/2021	TIMEWA	TIME WARNER CABLE		100.80
	0029105101421	10/14-11/13 SC CABLE/INTERNET SVC		100-4130-53715	100.80
6497	10/29/2021	TRASH	TRASH CANS DEPOT		4,458.20
	TCDCLP081721A	COLORED TRASH CANS-LP PARK (8)		100-3330-53822	4,458.20
6498	10/29/2021	ULINE	ULINE		2,981.04
	138572726	PARK TRASH-LP PARK		100-3330-53822	745.15
	138640997	TRASH CANS-LP PARK		100-3330-53822	745.15
	139258303	TRASH CANS-LP PARK		100-3330-53822	745.15
	139352573	TRASH CANS-LP PARK		100-3330-53822	745.59
6499	10/29/2021	WECOSP	WEST COAST SPORTS OFFICIALS		960.00
	302	10/21 YOUTH BASKETBALL REFEREES		100-4110-53980	960.00
6500	10/29/2021	WEXBANK	WEX BANK		132.99
	75139559	10/22 FUEL-DIESEL		555-3150-53014	132.99

Check Register Report

Payment Dates: 10/16/2021 - 11/1/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
6501	10/29/2021	WILENG	WILLDAN ENGINEERING		5,185.00
	00225069	08/21 CODE ENF AUDIT		100-2110-53111	1,560.00
	00225320	10/21 CODE ENF AUDIT		100-2110-53111	390.00
	006-21522	SEWR PLAN UPDATE SYST MGMT		500-3210-53111	3,235.00
6502	11/1/2021	STADIS	CALIFORNIA STATE DISBURSEMENT UNIT		453.90
	INV0006415	CHILD SUPPORT		100-20399	325.70
	INV0006415	CHILD SUPPORT		260-20399	128.20
6503	11/1/2021	NATRS	NATIONWIDE RETIREMENT		120.00
	INV0006422	Employee Contribution		100-20340	114.25
	INV0006422	Employee Contribution		200-20340	1.15
	INV0006422	Employee Contribution		203-20340	1.15
	INV0006422	Employee Contribution		205-20340	1.15
	INV0006422	Employee Contribution		210-20340	1.15
	INV0006422	Employee Contribution		215-20340	1.15
6504	11/1/2021	RELIAN	RELIANCE STANDARD LIFE INS.		2,701.77
	INV0006414	LIFE INSURANCE		100-20320	468.04
	INV0006414	LIFE INSURANCE		200-20320	26.85
	INV0006414	LIFE INSURANCE		202-20320	1.38
	INV0006414	LIFE INSURANCE		203-20320	16.11
	INV0006414	LIFE INSURANCE		205-20320	16.12
	INV0006414	LIFE INSURANCE		210-20320	10.70
	INV0006414	LIFE INSURANCE		215-20320	8.72
	INV0006414	LIFE INSURANCE		260-20320	31.07
	INV0006414	LIFE INSURANCE		263-20320	33.65
	INV0006414	LIFE INSURANCE		285-20320	15.36
	INV0006420	LTD INSURANCE		100-20330	818.58
	INV0006420	LTD INSURANCE		200-20330	56.82
	INV0006420	LTD INSURANCE		202-20330	6.39
	INV0006420	LTD INSURANCE		203-20330	34.09
	INV0006420	LTD INSURANCE		205-20330	34.10
	INV0006420	LTD INSURANCE		210-20330	23.05
	INV0006420	LTD INSURANCE		215-20330	24.77
	INV0006420	LTD INSURANCE		260-20330	52.63
	INV0006420	LTD INSURANCE		263-20330	44.12
	INV0006420	LTD INSURANCE		285-20330	23.51
	INV0006427	STD INSURANCE		100-20330	699.61
	INV0006427	STD INSURANCE		200-20330	48.60
	INV0006427	STD INSURANCE		202-20330	5.46
	INV0006427	STD INSURANCE		203-20330	29.14
	INV0006427	STD INSURANCE		205-20330	29.14
	INV0006427	STD INSURANCE		210-20330	19.70
	INV0006427	STD INSURANCE		215-20330	21.20
	INV0006427	STD INSURANCE		260-20330	45.06
	INV0006427	STD INSURANCE		263-20330	37.77
	INV0006427	STD INSURANCE		285-20330	20.03
6505	11/1/2021	FTB	STATE OF CALIFORNIA FRANCHISE TAX BOARD		350.00
	INV0006416	PR WITHOLDING ORDER		100-20399	100.00
	INV0006417	PR WITHOLDING ORDER		100-20399	250.00
6506	11/1/2021	USBANK	U.S BANK PARS ACCT# 6746022400		5,105.27
	INV0006426	PARS RETIREMENT		100-20340	3,208.62
	INV0006426	PARS RETIREMENT		200-20340	341.24
	INV0006426	PARS RETIREMENT		203-20340	103.73
	INV0006426	PARS RETIREMENT		205-20340	115.29
	INV0006426	PARS RETIREMENT		260-20340	507.05
	INV0006426	PARS RETIREMENT		263-20340	486.30

Check Register Report

Payment Dates: 10/16/2021 - 11/1/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0006426	PARS RETIREMENT		285-20340	343.04
DFT0001416	11/1/2021	AFLAC	AFLAC		120.53
	INV0006412	EMPLOYEE LIFE ASSURANCE		100-20399	112.05
	INV0006412	EMPLOYEE LIFE ASSURANCE		260-20399	8.48
DFT0001417	11/1/2021	AFLAC	AFLAC		127.21
	INV0006413	EMPLOYEE INSURANCE		100-20399	106.25
	INV0006413	EMPLOYEE INSURANCE		260-20399	20.96
DFT0001418	11/1/2021	ICMARC	VANTAGEPOINT TRANSFER AGENTS-457		30.16
	INV0006418	EMPLOYEE LOAN REPYMT		100-20399	18.92
	INV0006418	EMPLOYEE LOAN REPYMT		200-20399	3.75
	INV0006418	EMPLOYEE LOAN REPYMT		203-20399	0.68
	INV0006418	EMPLOYEE LOAN REPYMT		205-20399	0.68
	INV0006418	EMPLOYEE LOAN REPYMT		210-20399	4.09
	INV0006418	EMPLOYEE LOAN REPYMT		215-20399	0.68
	INV0006418	EMPLOYEE LOAN REPYMT		260-20399	1.36
DFT0001419	11/1/2021	ICMARC	VANTAGEPOINT TRANSFER AGENTS-457		2,100.00
	INV0006419	EMPLOYEE CONTRIBUTIONS		100-20399	1,551.07
	INV0006419	EMPLOYEE CONTRIBUTIONS		200-20399	135.37
	INV0006419	EMPLOYEE CONTRIBUTIONS		202-20399	39.23
	INV0006419	EMPLOYEE CONTRIBUTIONS		203-20399	74.86
	INV0006419	EMPLOYEE CONTRIBUTIONS		205-20399	74.86
	INV0006419	EMPLOYEE CONTRIBUTIONS		210-20399	88.29
	INV0006419	EMPLOYEE CONTRIBUTIONS		215-20399	91.47
	INV0006419	EMPLOYEE CONTRIBUTIONS		260-20399	44.85
DFT0001420	11/1/2021	CPERS-HEALTH	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		58,398.41
	INV0006421	HEALTH INSURANCE		100-20399	42,115.55
	INV0006421	HEALTH INSURANCE		200-20399	2,672.32
	INV0006421	HEALTH INSURANCE		202-20399	160.74
	INV0006421	HEALTH INSURANCE		203-20399	1,652.02
	INV0006421	HEALTH INSURANCE		205-20399	1,652.04
	INV0006421	HEALTH INSURANCE		210-20399	1,311.39
	INV0006421	HEALTH INSURANCE		215-20399	718.39
	INV0006421	HEALTH INSURANCE		260-20399	2,814.67
	INV0006421	HEALTH INSURANCE		263-20399	2,511.55
	INV0006421	HEALTH INSURANCE		285-20399	2,789.74
DFT0001421	11/1/2021	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		12,761.71
	INV0006423	EMPLOYER CONTRIBUTION		100-20360	9,118.78
	INV0006423	EMPLOYER CONTRIBUTION		200-20360	708.50
	INV0006423	EMPLOYER CONTRIBUTION		202-20360	56.72
	INV0006423	EMPLOYER CONTRIBUTION		203-20360	406.10
	INV0006423	EMPLOYER CONTRIBUTION		205-20360	406.10
	INV0006423	EMPLOYER CONTRIBUTION		210-20360	277.99
	INV0006423	EMPLOYER CONTRIBUTION		215-20360	235.89
	INV0006423	EMPLOYER CONTRIBUTION		260-20360	910.99
	INV0006423	EMPLOYER CONTRIBUTION		263-20360	356.34
	INV0006423	EMPLOYER CONTRIBUTION		285-20360	284.30
DFT0001422	11/1/2021	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		9,269.59
	INV0006424	PERS- NEW EMPLOY CONTRB		100-20399	6,496.88
	INV0006424	PERS- NEW EMPLOY CONTRB		200-20399	474.84
	INV0006424	PERS- NEW EMPLOY CONTRB		202-20399	52.58
	INV0006424	PERS- NEW EMPLOY CONTRB		203-20399	292.07
	INV0006424	PERS- NEW EMPLOY CONTRB		205-20399	292.07
	INV0006424	PERS- NEW EMPLOY CONTRB		210-20399	190.34
	INV0006424	PERS- NEW EMPLOY CONTRB		215-20399	206.29
	INV0006424	PERS- NEW EMPLOY CONTRB		260-20399	732.25

Check Register Report

Payment Dates: 10/16/2021 - 11/1/2021

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0006424	PERS- NEW EMPLY CONTRB		263-20399	330.34
	INV0006424	PERS- NEW EMPLY CONTRB		285-20399	201.93
DFT0001423	11/1/2021	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		40.20
	INV0006425	EMPLOYEE PORTION		100-20360	40.20
DFT0001424	11/1/2021	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		44.00
	INV0006428	SURVIVORS LIFE INSURANCE		100-20350	30.65
	INV0006428	SURVIVORS LIFE INSURANCE		200-20350	1.72
	INV0006428	SURVIVORS LIFE INSURANCE		202-20350	0.09
	INV0006428	SURVIVORS LIFE INSURANCE		203-20350	1.06
	INV0006428	SURVIVORS LIFE INSURANCE		205-20350	1.05
	INV0006428	SURVIVORS LIFE INSURANCE		210-20350	0.68
	INV0006428	SURVIVORS LIFE INSURANCE		215-20350	0.55
	INV0006428	SURVIVORS LIFE INSURANCE		260-20350	4.92
	INV0006428	SURVIVORS LIFE INSURANCE		263-20350	2.23
	INV0006428	SURVIVORS LIFE INSURANCE		285-20350	1.05
DFT0001425	11/1/2021	EMPLOY	EMPLOYMENT DEVELOPMENT DEPT		8,300.31
	INV0006431	STATE INCOME TAX		100-20310	6,972.51
	INV0006431	STATE INCOME TAX		200-20310	241.96
	INV0006431	STATE INCOME TAX		202-20310	33.19
	INV0006431	STATE INCOME TAX		203-20310	130.56
	INV0006431	STATE INCOME TAX		205-20310	118.63
	INV0006431	STATE INCOME TAX		210-20310	97.06
	INV0006431	STATE INCOME TAX		215-20310	128.39
	INV0006431	STATE INCOME TAX		260-20310	285.67
	INV0006431	STATE INCOME TAX		263-20310	176.69
	INV0006431	STATE INCOME TAX		285-20310	115.65
DFT0001426	11/1/2021	IRSPR	IRS PAYROLL TAX DEPOSIT		24,475.64
	INV0006432	FEDERAL WITHHOLDING		100-20300	20,466.77
	INV0006432	FEDERAL WITHHOLDING		200-20300	803.39
	INV0006432	FEDERAL WITHHOLDING		202-20300	86.66
	INV0006432	FEDERAL WITHHOLDING		203-20300	365.81
	INV0006432	FEDERAL WITHHOLDING		205-20300	325.35
	INV0006432	FEDERAL WITHHOLDING		210-20300	283.44
	INV0006432	FEDERAL WITHHOLDING		215-20300	338.68
	INV0006432	FEDERAL WITHHOLDING		260-20300	1,022.98
	INV0006432	FEDERAL WITHHOLDING		263-20300	456.98
	INV0006432	FEDERAL WITHHOLDING		285-20300	325.58
DFT0001427	11/1/2021	IRSPR	IRS PAYROLL TAX DEPOSIT		6,748.68
	INV0006433	MEDICARE TAX		100-20300	4,872.86
	INV0006433	MEDICARE TAX		200-20300	319.98
	INV0006433	MEDICARE TAX		202-20300	20.58
	INV0006433	MEDICARE TAX		203-20300	154.40
	INV0006433	MEDICARE TAX		205-20300	158.84
	INV0006433	MEDICARE TAX		210-20300	74.32
	INV0006433	MEDICARE TAX		215-20300	79.76
	INV0006433	MEDICARE TAX		260-20300	505.62
	INV0006433	MEDICARE TAX		263-20300	349.22
	INV0006433	MEDICARE TAX		285-20300	213.10
DFT0001428	10/29/2021	WEXBANK	WEX BANK		4,504.66
	75177219	10/21 FUEL PURCHASE		555-3150-53014	4,504.66
DFT0001429	11/1/2021	CPERS-HEALTH	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		16,213.65
	INV0006448	11/21 CalPers Admin Fee		100-1135-51314	186.11
	INV0006448	11/21 RETIREES HEALTH INSURANCE		100-1135-51314	16,027.54
Grand Total:					1,334,862.34

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	961,355.74
200 - GAS TAX FUND	39,825.43
202 - RMRA (SB 1)	463.02
203 - MEASURE M FUND	3,861.78
205 - MEASURE R FUND	3,825.42
210 - PROP A FUND	45,273.04
215 - PROP C FUND	1,855.94
260 - CDBG PROGRAM FUND	7,292.56
262 - STATE CARES	818.14
263 - AMERICAN RESCUE PLAN ACT FUND	34,785.19
275 - PEG ACCESS FUND	11,336.19
285 - LIGHTING & LANDSCAPE MAINTENANCE	27,207.87
400 - CAPITAL PROJECTS FUND	53,287.21
405 - 2019A CAPITAL PROJECT FUND	25,101.53
410 - 2019B CAPITAL PROJECT FUND	25,101.52
500 - SEWER CONSTRUCTION/MAINTENANCE FUND	80,684.45
550 - EQUIPMENT REPLACEMENT FUND	7,344.00
555 - VEHICLE MAINTENANCE & REPLACEMENT FUND	4,837.44
600 - SPECIAL DEPOSIT FUND	605.87
Grand Total:	1,334,862.34

Account Summary

Account Number	Account Name	Payment Amount
100-1100-53011	Operating Supplies	64.50
100-1100-53111	Contract Services - Private	2,500.00
100-1110-53011	Operating Supplies	162.74
100-1120-53011	Operating Supplies	348.64
100-1120-53111	Contract Services - Private	858.75
100-1120-53411	Printing & Publishing	554.00
100-1130-53011	Operating Supplies	350.62
100-1130-53111	Contract Services - Private	2,640.00
100-1135-51314	Health Insurance	16,213.65
100-1135-53406	Recruitment Expenses	353.00
100-1150-53011	Operating Supplies	1,330.30
100-1150-53211	Postage & Mailing Services	44.34
100-1150-53811	Equipment Maintenance	1,201.37
100-1150-53813	Facility Maintenance	1,831.00
100-1150-53814	Landscape Maintenance	2,080.69
100-1150-53911	Equipment Lease/Rental	635.03
100-1150-53976	Special Departmental	83.00
100-20220	Retention Payable	13,961.69
100-20300	FIT Payable	25,339.63
100-20310	SIT Payable	6,972.51
100-20320	Life Ins Payable	468.04
100-20330	LTD Payable	1,518.19
100-20340	PARS	3,322.87
100-20350	Group Insurance	30.65
100-20360	PERS	9,158.98
100-20399	Other Payroll Deductions	51,076.42
100-2100-53012	Small Tools & Equipment	3.95
100-2100-53110	Contract Services - LA Sher..	604,468.65
100-2100-53186	Liability Trust Fund	63,919.14
100-2110-53012	Small Tools & Equipment	1,223.45
100-2110-53111	Contract Services - Private	1,950.00
100-2110-53114	Legal Services	7,752.86
100-2110-53411	Printing & Publishing	189.70
100-2130-53011	Operating Supplies	86.39

Account Summary

Account Number	Account Name	Payment Amount
100-3100-53011	Operating Supplies	82.14
100-3100-53012	Small Tools & Equipment	70.54
100-3300-53011	Operating Supplies	133.63
100-3300-53111	Contract Services - Private	25,106.50
100-3310-53011	Operating Supplies	44.50
100-3330-53011	Operating Supplies	383.30
100-3330-53012	Small Tools & Equipment	241.01
100-3330-53015	Uniform/Boot Reimburse...	74.77
100-3330-53813	Facility Maintenance	5,701.06
100-3330-53822	Park Maintenance & Repa...	10,717.18
100-4100-53011	Operating Supplies	29.27
100-4100-53012	Small Tools & Equipment	200.08
100-4100-53715	Utility - Communications	44.45
100-4100-53972	Conferences & Meetings	26.46
100-4110-53011	Operating Supplies	364.57
100-4110-53012	Small Tools & Equipment	56.85
100-4110-53980	Sports Activities	960.00
100-4130-53711	Utility - Gas	92.85
100-4130-53715	Utility - Communications	222.34
100-4130-53811	Equipment Maintenance	852.74
100-4130-53813	Facility Maintenance	417.95
100-4130-53814	Landscape Maintenance	168.48
100-4130-53979	Special Events	1,250.00
100-4140-53979	Special Events	948.27
100-42140	Animal License Fees	20.00
100-43110	Parking Citations	69.00
100-48900	Miscellaneous	-40.11
100-5596-59300	Construction Costs	90,423.16
200-20300	FIT Payable	1,123.37
200-20310	SIT Payable	241.96
200-20320	Life Ins Payable	26.85
200-20330	LTD Payable	105.42
200-20340	PARS	342.39
200-20350	Group Insurance	1.72
200-20360	PERS	708.50
200-20399	Other Payroll Deductions	3,286.28
200-3120-53016	Graffiti Removal Supplies	1,617.82
200-3120-53713	Utility - Hwy Lights	579.38
200-3120-53714	Utility - Water	1,368.40
200-3120-53814	Landscape Maintenance	5,493.74
200-3120-53817	Street/Sidewalk Mainten...	19,679.74
200-3120-53819	Signal Maintenance	4,105.46
200-3120-53821	Traffic Markings/Signs	1,144.40
202-20300	FIT Payable	107.24
202-20310	SIT Payable	33.19
202-20320	Life Ins Payable	1.38
202-20330	LTD Payable	11.85
202-20350	Group Insurance	0.09
202-20360	PERS	56.72
202-20399	Other Payroll Deductions	252.55
203-20300	FIT Payable	520.21
203-20310	SIT Payable	130.56
203-20320	Life Ins Payable	16.11
203-20330	LTD Payable	63.23
203-20340	PARS	104.88
203-20350	Group Insurance	1.06
203-20360	PERS	406.10
203-20399	Other Payroll Deductions	2,019.63

Account Summary

Account Number	Account Name	Payment Amount
203-3120-53111	Contract Services - Private	600.00
205-20300	FIT Payable	484.19
205-20310	SIT Payable	118.63
205-20320	Life Ins Payable	16.12
205-20330	LTD Payable	63.24
205-20340	PARS	116.44
205-20350	Group Insurance	1.05
205-20360	PERS	406.10
205-20399	Other Payroll Deductions	2,019.65
205-3120-53111	Contract Services - Private	600.00
210-20300	FIT Payable	357.76
210-20310	SIT Payable	97.06
210-20320	Life Ins Payable	10.70
210-20330	LTD Payable	42.75
210-20340	PARS	1.15
210-20350	Group Insurance	0.68
210-20360	PERS	277.99
210-20399	Other Payroll Deductions	1,594.11
210-3130-53816	Bus Shelter Maintenance	3,640.00
210-3130-53915	Public Transit Subsidy	1,316.50
210-3130-53916	Dial-A-Ride Services	8,579.81
210-3130-53917	Fixed Route Shuttle	31,197.78
210-46100	Dial-A-Ride Fares	-10.75
210-46105	Shuttle Fares	-1,832.50
215-20300	FIT Payable	418.44
215-20310	SIT Payable	128.39
215-20320	Life Ins Payable	8.72
215-20330	LTD Payable	45.97
215-20340	PARS	1.15
215-20350	Group Insurance	0.55
215-20360	PERS	235.89
215-20399	Other Payroll Deductions	1,016.83
260-20300	FIT Payable	1,528.60
260-20310	SIT Payable	285.67
260-20320	Life Ins Payable	31.07
260-20330	LTD Payable	97.69
260-20340	PARS	507.05
260-20350	Group Insurance	4.92
260-20360	PERS	910.99
260-20399	Other Payroll Deductions	3,750.77
260-3320-53011	Operating Supplies	175.80
262-3320-53011	Operating Supplies	818.14
263-20300	FIT Payable	806.20
263-20310	SIT Payable	176.69
263-20320	Life Ins Payable	33.65
263-20330	LTD Payable	81.89
263-20340	PARS	486.30
263-20350	Group Insurance	2.23
263-20360	PERS	356.34
263-20399	Other Payroll Deductions	2,841.89
263-3320-53981	Grants & Loans - Commer...	30,000.00
275-1125-53998	Furniture/Office Equipme...	11,336.19
285-20220	Retention Payable	4,148.43
285-20300	FIT Payable	538.68
285-20310	SIT Payable	115.65
285-20320	Life Ins Payable	15.36
285-20330	LTD Payable	43.54
285-20340	PARS	343.04

Account Summary

Account Number	Account Name	Payment Amount
285-20350	Group Insurance	1.05
285-20360	PERS	284.30
285-20399	Other Payroll Deductions	2,991.67
285-3330-53111	Contract Services - Private	9,491.50
285-3330-53712	Utility - Electricity	9,212.40
285-3330-53715	Utility - Communications	22.25
400-3120-53990	Debt Service Payments	53,287.21
405-20220	Retention Payable	25,101.53
410-20220	Retention Payable	25,101.52
500-20220	Retention Payable	65,001.30
500-3210-53111	Contract Services - Private	3,235.00
500-5595-59300	Construction Costs	12,448.15
550-6100-53017	Software & Licensing	7,344.00
555-3150-53014	Fuel	4,686.89
555-3150-53812	Vehicle Maintenance	150.55
600-47440	Strong Motion Inst. Fee	409.37
600-47441	SB1473 (Green Fee)	196.50
Grand Total:		1,334,862.34

Project Account Summary

Project Account Key	Payment Amount
None	1,289,304.84
100122E	30,000.00
30122E	175.80
60722E	948.27
69422E	1,717.66
69722E	1,162.42
70722E	9,491.50
70922E	811.85
71022E	1,250.00
Grand Total:	1,334,862.34



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: November 9, 2021

From: Bob Lindsey, City Manager

SUBJECT: CONSIDERATION AND APPROVAL OF A 30-DAY RESOLUTION REGARDING THE CONDUCT OF TELECONFERENCED MEETINGS OF THE CITY COUNCIL AND OTHER CITY BODIES UNDER THE MODIFIED RULES SET FORTH UNDER GOVERNMENT CODE SECTION 54953(E) AND OTHER APPLICABLE PROVISIONS AS AMENDED BY AB 361

BACKGROUND

On March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency throughout the state of California, in response to the rapid spread and threat of the Novel Coronavirus (COVID-19). On the same day, the Los Angeles County Board of Supervisors and Los Angeles County Department of Public Health ("LACDPH") declared a local emergency and local public health emergency throughout Los Angeles County. On March 13, 2020 in response to the conditions of extreme peril to the safety of persons within the City of La Puente, the Director of Emergency Services for the City of La Puente declared a local emergency. The declaration was ratified by the La Puente City Council ("City Council") on March 17, 2020.

On September 16, 2021, Governor Newsom signed Assembly Bill (AB) 361 (Rivas, 2021), which authorizes local agencies to continue to hold public meetings remotely under modified teleconferencing requirements set forth in the Brown Act (Government Code section 54953(b)(3)) during a state-declared emergency, as that term is defined, and when either state or local health officials have imposed or recommended measures to promote social distancing, or in situations when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees. AB 361 went into effect immediately and sunsets on January 1, 2024.

Modified Brown Act requirements under AB 361, include, among other provisions, that:

- Members of the public must be allowed to address the body and offer comments in real-time during the meeting.
- In the event of a technical disruption, the public agency cannot take any further action on the agenda until the issue is resolved.
- Public agencies may not require public comments be submitted in advance (this is still a permissible option but cannot be the only option).
- Members of the public must be given a reasonable time to register to provide public comment, if necessary, and agencies that provide a timed public comment period shall not close the remote public comment option until that timed period has expired.

DISCUSSION

Since the initial emergency declaration, the health crisis and public agency protocols have evolved for public agencies. In La Puente, the City Council, Planning Commission and other legislative bodies of the City have conducted in-person meetings, hybrid in-person/remote meetings and fully remote teleconferenced meetings.

Under AB 361, legislative bodies of the City can meet remotely during a declared State of Emergency by the Governor that includes the jurisdictional boundaries of the City, if the legislative body determines that one of the following is also true:

1. State or local officials have imposed or recommended social distancing; **or**
2. To determine, by a majority vote, whether to hold remote meetings as a result of the State of Emergency, because meeting in person would present imminent risks to the health or safety of attendees; **or**
3. The legislative body holds a meeting having already determined by a majority vote to hold remote meetings.

On October 12, 2021, the City Council adopted Resolution No. 21-5662, proclaiming a local emergency, ratifying the proclamation of a State of Emergency by Governor Newsom on March 4, 2020, and authorizing remote teleconference meetings of the City Council, City Boards, and all Commissions of the City, for the period from October 12, 2021 through November 12, 2021 pursuant to Brown Act provisions.

Pursuant to the conditions set forth in AB 361, once the initial authorizing resolution is adopted, ongoing authorization every thirty (30) days is required by majority vote. If the legislative body desires to continue using the teleconference exception, it must confirm the circumstances of the State of Emergency thirty (30) days after the first teleconference meeting and every thirty (30) days thereafter.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 21-____, authorizing the City Council, City Boards, and all Commissions of the City continue to hold teleconferenced meetings from November 13, 2021 through December 13, 2021.

ATTACHMENTS

Attachment "A": Resolution No. 21-____

RESOLUTION NO. 21-5667

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, PROCLAIMING A LOCAL EMERGENCY, RATIFYING THE PROCLAMATION OF A STATE OF EMERGENCY BY GOVERNOR NEWSOM ON MARCH 4, 2020, AND AUTHORIZING REMOTE TELECONFERENCE MEETINGS OF THE CITY COUNCIL, CITY BOARDS, AND ALL COMMISSIONS OF THE CITY OF LA PUENTE, FOR THE PERIOD FROM NOVEMBER 13, 2021 THROUGH DECEMBER 13, 2021 PURSUANT TO BROWN ACT PROVISIONS

WHEREAS, COVID-19 (also known as the “Coronavirus Disease”) is a respiratory disease that was first reported in China in December 2019, it has now spread throughout the state of California, including throughout the City of La Puente (“City”); and

WHEREAS, on March 4, 2020, Governor Gavin Newsom declared a State of Emergency in response to the rising cases of COVID-19 throughout the state of California; and

WHEREAS, on March 4, 2020, the Los Angeles County Board of Supervisors and Los Angeles County Department of Public Health (“LACDPH”) declared a local emergency and local public health emergency in response to the spread of COVID-19 throughout the County; and

WHEREAS, on March 13, 2020 in response to the conditions of extreme peril to the safety of persons within the City of La Puente, the Director of Emergency Services for the City of La Puente declared a local emergency. The declaration was ratified by the La Puente City Council (“City Council”) on March 17, 2020; and

WHEREAS, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which allowed local governments meet remotely without adherence to the traditional teleconferencing rules set forth in the Ralph M. Brown Act (“Brown Act”), this waiver was extended through September 30, 2021 by Executive Order N-08-21; and

WHEREAS, on September 16, 2021, Governor Newsom signed into law Assembly Bill No. 361 (“AB 361”), which, until January 1, 2024, authorizes a local agency to use teleconferencing without complying with the teleconferencing requirements imposed by the Brown Act, when a legislative body of a local agency holds a meeting during a declared State of Emergency, as that term is defined, when state or local health officials have imposed or recommended measures to promote social distancing or when the legislative body has determined that meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, since the declaration of emergency by LACDPH, LACDPH have issued a series of Health Officer Orders containing mandates and recommendations for keeping individuals safe and preventing the spread of COVID-19; and

WHEREAS, AB 361 requires legislative bodies that hold teleconferenced meetings under its abbreviated teleconferencing procedures to give notice of the meeting and post agendas, as described, to allow members of the public to access the meeting and address the legislative body,

to give notice of the means by which members of the public may access the meeting and offer public comment, including an opportunity for all persons to attend via a call-in option or an internet-based service option, and to conduct the meeting in a manner that protects the statutory and constitutional rights of the parties and the public appearing before the legislative body; and

WHEREAS, AB 361 requires the legislative body take no further action on agenda items when there is a disruption which prevents the public agency from broadcasting the meeting, or in the event of a disruption within the local agency's control which prevents members of the public from offering public comments, until public access is restored; and

WHEREAS, AB 361 prohibits the legislative body from requiring public comments to be submitted in advance of the meeting and specifies that the legislative body must provide an opportunity for the public to address the legislative body and offer comment in real time; and

WHEREAS, AB 361 prohibits the legislative body from closing the public comment period and the opportunity to register to provide public comment until the public comment period has elapsed or until a reasonable amount of time has elapsed, as specified; and

WHEREAS, all City Council, Board, and Commission meetings are open and public, as required by the Brown Act, so that any member of the public may attend, participate, and watch the City Council or City Commission conduct their business; and

WHEREAS, on October 12, 2021, the City Council adopted Resolution No. 21-5662, proclaiming a local emergency, ratifying the proclamation of a State of Emergency by Governor Newsom on March 4, 2020, and authorizing remote teleconference meetings of the City Council, City Boards, and all Commissions of the City, for the period from October 12, 2021 through November 12, 2021 pursuant to Brown Act provisions; and

WHEREAS, the City finds that the continuous spread of COVID-19 throughout the community has caused, and will continue to cause, conditions of peril to the safety of persons within the City that are likely to be beyond the control of the City; and

WHEREAS, the City continues to recommend measures to promote social distancing which include requiring staff and civilians wear masks in City buildings as well as posting COVID-19 safety measures throughout City buildings and on the City's social media accounts; and

WHEREAS, in light of the continuing State declaration of emergency resulting from the COVID-19 pandemic, the continuing recommendation by Los Angeles County Public Health officials of measures to promote social distancing, and the imminent risks to the health and safety of attendees at meetings conducted in person due to the spread of COVID-19, the City Council desires to make the findings required by AB 361 to allow the City Council and all City Boards and Commissions to continue to meet under AB 361's abbreviated teleconferencing procedures.

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

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

SECTION 2. The City Council hereby considers the conditions of the State of Emergency in the County and City and proclaims that a local emergency in response to the COVID-19 pandemic persists, and finds that local officials, specifically, the Los Angeles County Department of Public Health, has continued to recommend social distancing measures.

SECTION 3. The City Council hereby ratifies the Governor of the State of California's Proclamation of State of Emergency, effective as of its issuance date of March 4, 2020.

SECTION 4. The City Manager or designee and legislative bodies of the City are hereby authorized and directed to take all actions necessary to carry out the intent and purpose of this Resolution including, continuing to conduct open and public meetings in accordance with Government Code section 54953(e) and other applicable provisions of the Brown Act.

SECTION 5. This Resolution shall take effect immediately upon its adoption and shall be effective starting November 13, 2021 until the earlier of December 13, 2021, or such time as the City Council adopts a subsequent resolution in accordance with Government Code section 54953(e)(3) to extend the time during which the legislative bodies of the City of La Puente may continue to teleconference without compliance with paragraph (3) of subdivision (b) of section 54953.

SECTION 6. All portions of this Resolution are severable. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution.

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

PASSED, APPROVED AND ADOPTED this 9th day of November, 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: November 9, 2021

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director

SUBJECT: CONSIDERATION OF A CHANGE ORDER WITH TOWO ENTERPRISE INC.
FOR THE MAINTENANCE YARD ACCESS ROAD AT LA PUENTE PARK IN
THE AMOUNT OF \$106,927.00

BACKGROUND

At the City Council meeting of September 1, 2021, the Council awarded a contract to TOWO Enterprise Inc. ("TOWO") in the amount of \$588,155 for a new maintenance yard service road at La Puente Park. Construction for this project is well underway and is nearing completion.

DISCUSSION

With approving the contract, authorization was given to the City Manager to approve change orders up to 10% of the contract amount which is \$58,815. Three initial change orders have been approved which total \$52,910.70 for slurry encasement of an existing sewer line, modifications to electrical conduits at a pull box, removal and disposal of buried light pole footings, a new concrete pad for the fitness court area, and concrete repairs to the eastern side of the basketball courts. Three additional change orders (Attachment "A") have been identified as requested by the City which total \$106,926.84.

Each of the change orders are separately listed with a description below:

- CO #4 - Concrete vehicle access road around the perimeter of the Maintenance Yard with an average width of 18 feet - \$68,126.71
- CO #5 - An upgrade to the vehicular gate of the new service road at Temple Avenue from a standard manual swing gate to a decorative wrought iron motorized automatic gate - \$29,321.50
- CO #6 - Installation of an additional decorative manual vehicular swing gate at the secondary access point to the park on Temple Avenue between the basketball courts and St. Joseph's School - \$9,478.63

Staff is requesting City Council approval of the above items which will allow for this work to be done as part of the current contract with TOWO and provide for the timely completion of these improvements at the park.

FISCAL IMPACT

This project is included in the Fiscal Year 2021-22 Capital Improvement Program Budget with funding through a combination of Measure W and American Rescue Plan Act (ARPA) Funds. ARPA funds are available to fund the cost of the change orders.

RECOMMENDATION

It is recommended that the City Council (1) approve the change order with TOWO Enterprise Inc. in the total amount of \$106,927.00; and (2) adopt Resolution No. 21-5668 amending the adopted Capital Improvement Program Budget for Fiscal Year 2021-22 in the amount of \$106,927.00.

ATTACHMENTS

Attachment “A”: Change Orders
Attachment “B”: Resolution

CONTRACTOR CHANGE ORDER REQUEST SUMMARY

Towo Enterprise Inc

PROJECT NAME: La Puente Community Park Public Works Access Road
PROJECT NO: _____
GENERAL CONTRACTOR: Towo Enterprise Inc

C.O.R. NO.: 4
Back up date 10
DATE: 10/22/2021

DESCRIPTION OF CHANGE: 21 FT Wide Roadway Around City Maintance Yard

Contractor Direct Costs

Additive Costs

Items	Unit	Rate	Qty	Price	Total
1 Concrete (3250psi)	YD	\$ 150.00	105	\$ 15,750.00	\$ 15,750.00
2 Grading (Roller & Skid Loder)	SF	\$ 5.00	5600	\$ 28,000.00	\$ 28,000.00
3 Survey	LS	\$ 1,000.00	1	\$ 1,000.00	\$ 1,000.00
5 Tree Well	EA	\$ 200.00	9	\$ 1,800.00	\$ 1,800.00
6 Cement Mason	HR	\$ 66.85	128	\$ 8,556.80	\$ 8,556.80
Cement Mason - Burden 15%					\$ 1,283.52

Subtotal of Additive Cost \$ 56,390.32

General Contractor's Mark-up for Labor 20% \$ 7,768.07

General Contractor's Mark-up for Materials 15% \$ 2,632.50

Total Amount \$ 66,790.89

Bond & Insurance 2% \$1,335.82

Total Contractor Direct Costs **\$68,126.71**

Total General Contractor Change Request \$ 68,126.71

To the best of my knowledge and belief, I certify that all costs listed above are correct.

General Contractor Signature: Jason Lee Date: 10/22/2021

Owner (City of La Puente) Signature: _____ Date: _____

CONTRACTOR CHANGE ORDER REQUEST SUMMARY

Towo Enterprise Inc

PROJECT NAME: La Puente Community Park Public Works Access Road
 PROJECT NO: _____
 GENERAL CONTRACTOR: Towo Enterprise Inc

C.O.R. NO.: 5
 Back up date 10
 DATE: 10/29/2021

DESCRIPTION OF CHANGE: Automatic Swing Gate (Including Primer and Paint Job for Gate)

Contractor Direct Costs

Additive Costs

Items	Unit	Rate	Qty	Price	Total
1 Gate	EA	\$ 5,800.00	1	\$ 5,800.00	\$ 5,800.00
2 Cage	LS	\$ 1,800.00	1	\$ 1,800.00	\$ 1,800.00
3 Motor	EA	\$ 2,960.00	2	\$ 5,920.00	\$ 5,920.00
4 Loop Detector	EA	\$ 98.00	3	\$ 294.00	\$ 294.00
5 BD Loop	EA	\$ 197.00	3	\$ 591.00	\$ 591.00
6 Keypad	EA	\$ 498.00	1	\$ 498.00	\$ 498.00
7 Sensor	EA	\$ 199.00	2	\$ 398.00	\$ 398.00
8 Receiver	EA	\$ 75.00	1	\$ 75.00	\$ 75.00
9 Remote Control	EA	\$ 35.00	20	\$ 700.00	\$ 700.00
10 Fire Knux Box	EA	\$ 800.00	1	\$ 800.00	\$ 800.00
11 Mag Lock	EA	\$ 650.00	1	\$ 650.00	\$ 650.00
12 Primer and Paint	LS	\$ 1,000.00	1	\$ 1,000.00	\$ 1,000.00
13 Concrete (3250psi)	YD	\$ 400.00	2	\$ 800.00	\$ 800.00
14 Cement Mason	HR	\$ 66.85	24	\$ 534.80	\$ 1,604.40
Cement Mason - Burden 15%					\$ 240.66
15 Labor (Welding - Installation)	HR	\$ 65.03	48	\$ 2,080.96	\$ 3,121.44
Labor (Welding) - Burden 15%					\$ 468.22
Subtotal of Additive Cost					\$ 24,760.72
General Contractor's Mark-up for Labor			20%		\$ 1,086.95
General Contractor's Mark-up for Materials			15%		\$ 2,898.90
Total Amount					\$ 28,746.57
Bond & Insurance			2%		\$574.93
Total Contractor Direct Costs					\$29,321.50

Total General Contractor Change Request \$ 29,321.50

To the best of my knowledge and belief, I certify that all costs listed above are correct.

General Contractor Signature:

Jason Lee

Date: 10/29/2021

Owner (City of La Puente) Signature:

Date:

CONTRACTOR CHANGE ORDER REQUEST SUMMARY

Towo Enterprise Inc

PROJECT NAME: La Puente Community Park Public Works Access Road
PROJECT NO: _____
GENERAL CONTRACTOR: Towo Enterprise Inc

C.O.R. NO.: 6
Back up date: 10
DATE: 10/29/2021

DESCRIPTION OF CHANGE: Yard Entrance Swing Gate

Contractor Direct Costs

Additive Costs

Items	Unit	Rate	Qty	Price	Total
1 Swing Gate	LS	\$ 3,500.00	1	\$ 3,500.00	\$ 3,500.00
2 Concrete (3250psi)	YD	\$ 400.00	2	\$ 800.00	\$ 800.00
3 Cement Mason	HR	\$ 66.85	16	\$ 1,069.60	\$ 1,069.60
Cement Mason - Burden 15%					\$ 160.44
4 Labor (Welding - Installation)	HR	\$ 65.03	32	\$ 2,080.96	\$ 2,080.96
Labor (Welding) - Burden 15%					\$ 312.14

Subtotal of Additive Cost \$ 7,923.14

General Contractor's Mark-up for Labor 20% \$ 724.63

General Contractor's Mark-up for Materials 15% \$ 645.00

Total Amount \$ 9,292.77

Bond & Insurance 2% \$185.86

Total Contractor Direct Costs **\$9,478.63**

Total General Contractor Change Request \$ 9,478.63

To the best of my knowledge and belief, I certify that all costs listed above are correct.

General Contractor Signature: Jason Lee

Date: 10/29/2021

Owner (City of La Puente) Signature: _____

Date: _____

RESOLUTION NO. 21-5668

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE, CALIFORNIA, AMENDING THE
ADOPTED CAPITAL IMPROVEMENT PROGRAM
BUDGET FOR FISCAL YEAR 2021-2022**

WHEREAS, on May 25, 2021, the City Council approved and adopted the Fiscal Year (“FY”) 2021-22 capital improvement 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 Improvement Budget for Fiscal Year 2021-2022 is hereby amended to include an additional appropriation of \$106,927.00 from the American Rescue Plan Act (ARPA) Fund (263) for capital improvement costs at La Puente Park for the maintenance yard access road.

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

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

PASSED, APPROVED AND ADOPTED this 9th day of November, 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: November 9, 2021

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: CONSIDERATION OF A PURCHASE ORDER CONTRACT WITH GREENFIELDS OUTDOOR FITNESS FOR THE PURCHASE AND INSTALLATION OF EXERCISE EQUIPMENT FOR THE OUTDOOR FINTESS AREA AT LA PUENTE PARK IN THE AMOUNT OF \$136,386.50

BACKGROUND

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

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

At its meeting of October 12, 2021, the City Council approved the purchase and installation of the shade structures for the outdoor fitness area from Greenfield Outdoor Fitness to be install at La Puente Park.

DISCUSSION

City Staff is recommending the purchase and installation of exercise equipment for the outdoor fitness area from Greenfield Outdoor Fitness to be installed at La Puente Park (see Attachment A for rendering). The exercise equipment will provide the residents a fun and effective way to build strength and will promote a healthy lifestyle.

The purchase and installation of the exercise equipment will be awarded through a competitively bid contract (Master Contract #010721-GRN) by Sourcewell (formerly the National Joint Powers Alliance). Sourcewell is a public agency service cooperative that serves over 50,000 members. Through national solicitations, they provide the opportunity for members to purchase through

nationally leveraged, competitively bid contracts. Sourcewell contracts offer a multitude of products, equipment, and services to government agencies and non-profit entities. The City of La Puente is a member of Sourcewell and has used Sourcewell contracts in the past. Section 2.20.090 (e) of the La Puente Municipal Code authorizes the City to participate in cooperative purchasing plans or programs such as Sourcewell. Additionally, Section 2.21.090 allows the City to participate in in cooperative purchasing for the installation of the equipment.

FISCAL IMPACT

The total price for purchase and installation of the exercise equipment, including tax and delivery is \$136,386.50. The total amount of \$136,386.50 will be paid for using funds from a State Grant through the Department of Parks & Recreation.

RECOMMENDATION

It is recommended that the City Council: (1) approve the purchase order contract with Greenfields Outdoor Fitness for the purchase and installation of exercise equipment to be installed at La Puente Park in the amount of \$136,386.50; and (2) authorize the City Manager to execute, on behalf of the City, all documents necessary to effectuate this action.

ATTACHMENTS

Attachment "A": La Puente Park Playground Rendering
Attachment "B": Greenfields Outdoor Fitness Quote

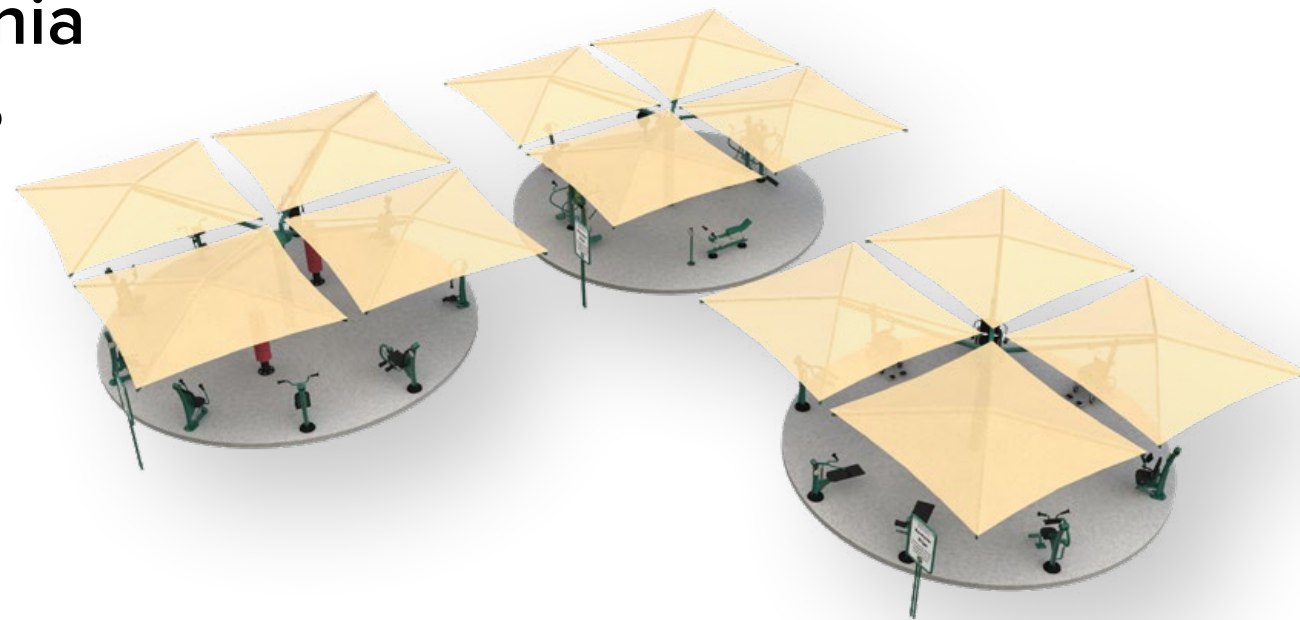
Version 4



Proposed Fitness Zone

La Puente City Park La Puente, California

Version4 Rev1 2021-09-16





Area 2



2617 West Woodland Drive, Anaheim, CA 92801 USA
T: 888.315.9037 F: 866.308.9719 Info@Greenfieldsfitness.com

Customer Quotation

Date	Quote #
9/23/2021	Q018215

Sold To
City of La Puente Bob Lindsey 15900 E. Main Street La Puente, CA 91744 Tel: 626-622-5216 E-mail: blindsey@lapuente.org

Ship To
La Puente City Park V4-Rev1 501 Glendora Ave, La Puente, CA 91744 Attn: Steve (562)810-2876

Project Name		Terms		Quote Valid Until		Rep
La Puente City Park		50% Deposit, Balance		11/15/2021		FJV
Item	Description	Color	Qt	Rate	Total	
Sourcewell Contract #	Greenfields Sourcewell Contract# 010721-GRN City of La Puente Member ID#139094 UPDATED DESIGN V4-Rev1 2021-09-16 Area#1 - Low Impact Activities (30' Diameter)					
GR2005-1-105	Customized Announcement Sign (in ground)	Green	1	1,795.00	1,795.00T	
SGR2005-1-21	4-Person Lower Body Combo (surface mount)	Green / Tan	1	4,495.00	4,495.00T	
SGR2005-1-22	4-Person Pendulum, Abs & Dip Station (surface mount)	Green / Tan	1	3,995.00	3,995.00T	
SGR2005-1-91	Rowing Machine (surface mount)	Green / Tan	1	2,695.00	2,695.00T	
UBX-287	Hand Bike (with resistance)	Green	1	2,195.00	2,195.00T	
UBX-289	Upright Bike (with resistance)	Green	1	2,195.00	2,195.00T	
	Area#2 - Wheelchair Accessible and Full Body Workout (30' Diameter)					
GR2005-1-105	Customized Announcement Sign (in ground)	Green	1	1,795.00	1,795.00T	
UBX-211	Ab Toner (adjustable resistance)	Green	1	5,195.00	5,195.00T	
UBX-217	Squat (adjustable resistance)	Green	1	5,195.00	5,195.00T	
UBX-218	Inner Thigh Adductor (adjustable resistance)	Green	1	5,195.00	5,195.00T	
UBX-223	Sit-Up Bench	Green	1	2,395.00	2,395.00T	
UBX-244-W	Accessible Triceps Press (adjustable resistance)	Green	1	5,495.00	5,495.00T	
UBX-247-W	Accessible Vertical Press (adjustable resistance)	Green	1	5,495.00	5,495.00T	
UBX-248-W	Accessible Shoulder Press (adjustable resistance)	Green	1	5,495.00	5,495.00T	
UBX-293	Bench Press (adjustable resistance)	Green	1	5,195.00	5,195.00T	

Additional Terms and Conditions of Sale

1. THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Greenfields Outdoor Fitness, Inc. ("Greenfields") objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Greenfields to ship the Equipment and agrees to pay Greenfields the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Greenfields. Payment terms are specified on Quote and all charges are due and payable in full to Greenfields Outdoor Fitness Inc, 2617 West Woodland Drive, Anaheim, CA 92801 unless notified otherwise by Greenfields in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Greenfields, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at customers own expense. Purchase orders and payments should be made to the order of Greenfields Outdoor Fitness, Inc.

2. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment as recommended by Greenfields.

3. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Greenfields shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the uniform Commercial Code. Customer agrees to assist and cooperate with Greenfields to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Greenfields of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by Greenfields in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Greenfields as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Greenfields within ten (10) days after the date on which due.

CUSTOMER APPROVAL I hereby approve this order, the item selection, color selection and overall Terms & Conditions of this order. Name: _____ Date: _____ Signature: _____ PLEASE SIGN & Email to: Info@GreenfieldsFitness.com	Subtotal
	Sales Tax (10.0%)
	Total

ATTACHMENT B



2617 West Woodland Drive, Anaheim, CA 92801 USA
T: 888.315.9037 F: 866.308.9719 Info@Greenfieldsfitness.com

Customer Quotation

Date	Quote #
9/23/2021	Q018215

Sold To
City of La Puente Bob Lindsey 15900 E. Main Street La Puente, CA 91744 Tel: 626-622-5216 E-mail: blindsey@lapuente.org

Ship To
La Puente City Park V4-Rev1 501 Glendora Ave, La Puente, CA 91744 Attn: Steve (562)810-2876

Project Name		Terms		Quote Valid Until		Rep
La Puente City Park		50% Deposit, Balance		11/15/2021		FJV
Item	Description	Color	Qt	Rate	Total	
	Area#3 - Pro Series Circuit - Full Body Workout (32' Diameter)					
GR2005-1-105	Customized Announcement Sign (in ground)	Green	1	1,795.00	1,795.00T	
UBX-208	Butterfly (adjustable resistance)	Green	1	5,195.00	5,195.00T	
UBX-215	Leg Press (adjustable resistance)	Green	1	5,195.00	5,195.00T	
UBX-244	Triceps Press (adjustable resistance)	Green	1	5,195.00	5,195.00T	
UBX-246	Chest Press (adjustable resistance)	Green	1	5,195.00	5,195.00T	
UBX-247	Vertical Press (adjustable resistance)	Green	1	5,195.00	5,195.00T	
UBX-248	Shoulder Press (adjustable resistance)	Green	1	5,195.00	5,195.00T	
UBX-290	Rower (adjustable resistance)	Green	1	5,195.00	5,195.00T	
UBX-298	Leg Extension & Curl (adjustable resistance)	Green	1	5,195.00	5,195.00T	
UBX-292	Stepper (adjustable resistance)	Green	1	6,195.00	6,195.00T	
UBX-303	Kickboxing Station	Green	2	3,195.00	6,390.00T	
	Subtotal				114,765.00	
GRI	General Rate Increase due to volatile raw material marketplace			7.00%	8,033.55T	
Sourcewell Member ...	Sourcewell Member Discount			-7.00%	-8,033.55	
SM Installation	All units are Surface Mount installation method Installation by others					
On-Site Supervision	On-Site Warranty Inspection & Supervision		2	1,250.00	2,500.00	
Shipping & Handling	Ships in large crates - forklift is needed to unload			6,950.00	6,950.00T	

Additional Terms and Conditions of Sale

1. THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Greenfields Outdoor Fitness, Inc. ("Greenfields") objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Greenfields to ship the Equipment and agrees to pay Greenfields the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Greenfields. Payment terms are specified on Quote and all charges are due and payable in full to Greenfields Outdoor Fitness Inc, 2617 West Woodland Drive, Anaheim, CA 92801 unless notified otherwise by Greenfields in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Greenfields, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at customers own expense. Purchase orders and payments should be made to the order of Greenfields Outdoor Fitness, Inc.

2. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment as recommended by Greenfields.

3. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Greenfields shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the uniform Commercial Code.

Customer agrees to assist and cooperate with Greenfields to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Greenfields of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys' fees plus any costs of collection incurred by Greenfields in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Greenfields as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Greenfields within ten (10) days after the date on which due.

CUSTOMER APPROVAL I hereby approve this order, the item selection, color selection and overall Terms & Conditions of this order. Name: _____ Date: _____ Signature: _____ PLEASE SIGN & Email to: Info@GreenfieldsFitness.com	Subtotal	\$124,215.00
	Sales Tax (10.0%)	\$12,171.50
	Total	\$136,386.50



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: November 9, 2021

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: CONSIDERATION OF A RESOLUTION RESCINDING RESOLUTION NO. 21-5665 AND AMENDING THE COMPREHENSIVE PERSONNEL SYSTEM AND ESTABLISHING THE NUMBER OF AUTHORIZED FULL-TIME POSITIONS AND MONTHLY SALARY RANGES FOR CITY EMPLOYEES

BACKGROUND

On October 26, 2021, the City Council amended Resolution No. 21-5664 and approved Resolution No 21-5665 amending the comprehensive personnel system and establishing the number of authorized full-time positions and monthly salary ranges for City employees.

DISCUSSION

After further review, Staff noticed a discrepancy in the salary ranges, and the salary ranges have been updated.

FISCAL IMPACT

Salary ranges contained in the attached resolution are reflective of the percentage increases provided for in Memorandum of Understanding (MOU) approved by City Council on October 26, 2021.

RECOMMENDATION

It is recommended that the City Council: (1) approve the salary ranges; and (2) approve Resolution No. 21-5670 rescinding Resolution No. 21-5665 and amending the comprehensive personnel system and establishing the number of authorized full-time positions and monthly ranges for City employees.

ATTACHMENTS

Attachment "A": Salary Ranges

Attachment "B": Resolution No. 21-5670

City of La Puente
Classified, Non-Exempt, Rate Pay Structure
July 1, 2021

Job Classification	Grade	Step A	Step B	Step C	Step D	Step E
(used for minimum wage adj.)	N1	\$ 1,968.1476	-	-	-	-
	N2	\$ 2,066.5550	\$ 2,169.8827	\$ 2,278.3768	\$ 2,392.2957	\$ 2,511.9105
	N3	\$ 2,169.8827	\$ 2,278.3768	\$ 2,392.2957	\$ 2,511.9105	\$ 2,637.5060
	N4	\$ 2,278.3768	\$ 2,392.2957	\$ 2,511.9105	\$ 2,637.5060	\$ 2,769.3813
	N5	\$ 2,392.2957	\$ 2,511.9105	\$ 2,637.5060	\$ 2,769.3813	\$ 2,907.8504
	N6	\$ 2,511.9105	\$ 2,637.5060	\$ 2,769.3813	\$ 2,907.8504	\$ 3,053.2429
	N7	\$ 2,637.5060	\$ 2,769.3813	\$ 2,907.8504	\$ 3,053.2429	\$ 3,205.9050
	N8	\$ 2,769.3813	\$ 2,907.8504	\$ 3,053.2429	\$ 3,205.9050	\$ 3,366.2003
	N9	\$ 2,907.8504	\$ 3,053.2429	\$ 3,205.9050	\$ 3,366.2003	\$ 3,534.5103
	N10	\$ 3,053.2429	\$ 3,205.9050	\$ 3,366.2003	\$ 3,534.5103	\$ 3,711.2358
	N11	\$ 3,205.9050	\$ 3,366.2003	\$ 3,534.5103	\$ 3,711.2358	\$ 3,896.7976
	N12	\$ 3,366.2003	\$ 3,534.5103	\$ 3,711.2358	\$ 3,896.7976	\$ 4,091.6375
	N13	\$ 3,534.5103	\$ 3,711.2358	\$ 3,896.7976	\$ 4,091.6375	\$ 4,296.2193
	N14	\$ 3,711.2358	\$ 3,896.7976	\$ 4,091.6375	\$ 4,296.2193	\$ 4,511.0303
Community Services Specialist	N15	\$ 3,896.7976	\$ 4,091.6375	\$ 4,296.2193	\$ 4,511.0303	\$ 4,736.5818
Accounting Assistant	N16	\$ 4,091.6375	\$ 4,296.2193	\$ 4,511.0303	\$ 4,736.5818	\$ 4,973.4109
Community Outreach Program Coordinator*						
Community Resource Technician*						
Maintenance Worker	N17	\$ 4,296.2193	\$ 4,511.0303	\$ 4,736.5818	\$ 4,973.4109	\$ 5,222.0815
Accounting Technician	N18	\$ 4,511.0303	\$ 4,736.5818	\$ 4,973.4109	\$ 5,222.0815	\$ 5,483.1855
Park Maintenance Worker						
Administrative Assistant	N19	\$ 4,736.5818	\$ 4,973.4109	\$ 5,222.0815	\$ 5,483.1855	\$ 5,757.3448
Maintenance Lead						
Code Enforcement Officer						
Community Services Coordinator	N20	\$ 4,973.4109	\$ 5,222.0815	\$ 5,483.1855	\$ 5,757.3448	\$ 6,045.2120
Accounting Technician II						
Community Service Supervisor	N21	\$ 5,222.0815	\$ 5,483.1855	\$ 5,757.3448	\$ 6,045.2120	\$ 6,347.4726
Rehabilitation/Grants Specialist*	N22	\$ 5,483.1855	\$ 5,757.3448	\$ 6,045.2120	\$ 6,347.4726	\$ 6,664.8463
	N23	\$ 5,757.3448	\$ 6,045.2120	\$ 6,347.4726	\$ 6,664.8463	\$ 6,998.0886
	N24	\$ 6,045.2120	\$ 6,347.4726	\$ 6,664.8463	\$ 6,998.0886	\$ 7,347.9930
	N25	\$ 6,347.4726	\$ 6,664.8463	\$ 6,998.0886	\$ 7,347.9930	\$ 7,715.3927

* Non-Represented Position

City of La Puente
Classified, Exempt, Pay Structure
July 1, 2021

Job Classification	Grade	<u>Step A</u>	<u>Step B</u>	<u>Step C</u>	<u>Step D</u>	<u>Step E</u>
	E1					
Management Assistant	E2	\$ 5,119.8432	\$ 5,375.8354	\$ 5,644.6272	\$ 5,926.8585	\$ 6,223.2015
Maintenance Supervisor	E3	\$ 5,375.8354	\$ 5,644.6272	\$ 5,926.8585	\$ 6,223.2015	\$ 6,534.3615
Community Service Supervisor						
Assistant Planner	E4	\$ 5,644.6272	\$ 5,926.8585	\$ 6,223.2015	\$ 6,534.3615	\$ 6,861.0796
Management Analyst	E5	\$ 5,926.8585	\$ 6,223.2015	\$ 6,534.3615	\$ 6,861.0796	\$ 7,204.1336
Community Engagement Supervisor						
Principal Accountant	E6	\$ 6,223.2015	\$ 6,534.3615	\$ 6,861.0796	\$ 7,204.1336	\$ 7,564.3403
Code Enforcement Supervisor						
Communication/Information Technology Analyst						
	E7	\$ 6,534.3615	\$ 6,861.0796	\$ 7,204.1336	\$ 7,564.3403	\$ 7,942.5573
Maintenance Superintendent	E8	\$ 6,861.0796	\$ 7,204.1336	\$ 7,564.3403	\$ 7,942.5573	\$ 8,339.6852
Senior Planner						
	E9	\$ 7,204.1336	\$ 7,564.3403	\$ 7,942.5573	\$ 8,339.6852	\$ 8,756.6694
	E10	\$ 7,564.3403	\$ 7,942.5573	\$ 8,339.6852	\$ 8,756.6694	\$ 9,194.5029

City of La Puente
Exempt, At-Will Pay Structure
July 1, 2021

Job Classification	Grade	Step A	Step B	Step C	Step D	Step E	Step F
	A1	\$ 6,821.2345	\$ 7,189.5812	\$ 7,577.8185	\$ 7,987.0207	\$ 8,418.3199	\$ 8,872.9091
	A2	\$ 7,162.2962	\$ 7,549.0602	\$ 7,956.7095	\$ 8,386.3718	\$ 8,839.2359	\$ 9,316.5546
Finance Manager	A3	\$ 7,592.0340	\$ 8,002.0038	\$ 8,434.1120	\$ 8,889.5541	\$ 9,369.5900	\$ 9,875.5479
Code Enforcement Manager							
City Clerk	A4	\$ 8,123.4764	\$ 8,562.1441	\$ 9,024.4999	\$ 9,511.8229	\$ 10,025.4613	\$ 10,566.8362
Assistant City Engineer	A4						
	A5	\$ 8,732.7371	\$ 9,204.3049	\$ 9,701.3374	\$ 10,225.2096	\$ 10,777.3709	\$ 11,359.3489
	A6	\$ 9,387.6924	\$ 9,894.6278	\$ 10,428.9377	\$ 10,992.1003	\$ 11,585.6737	\$ 12,211.3001
	A7	\$ 10,091.7693	\$ 10,636.7249	\$ 11,211.1080	\$ 11,816.5078	\$ 12,454.5992	\$ 13,127.1476
Director of Community Services	A8	\$ 10,848.6520	\$ 11,434.4792	\$ 12,051.9411	\$ 12,702.7459	\$ 13,388.6942	\$ 14,111.6837
	A9	\$ 11,933.5172	\$ 12,577.9271	\$ 13,257.1352	\$ 13,973.0205	\$ 14,727.5636	\$ 15,522.8520
Director of Development Services	A10	\$ 12,530.1931	\$ 13,206.8235	\$ 13,919.9920	\$ 14,671.6715	\$ 15,463.9418	\$ 16,298.9946
Director of Administrative Services	A11	\$ 13,156.7027	\$ 13,867.1647	\$ 14,615.9916	\$ 15,405.2551	\$ 16,237.1389	\$ 17,113.9444
	A12	\$ 13,814.5379	\$ 14,560.5229	\$ 15,346.7911	\$ 16,175.5179	\$ 17,048.9958	\$ 17,969.6416
	A13	\$ 14,505.2647	\$ 15,288.5490	\$ 16,114.1307	\$ 16,984.2938	\$ 17,901.4456	\$ 18,868.1237
	A14	\$ 15,230.5280	\$ 16,052.9765	\$ 16,919.8372	\$ 17,833.5084	\$ 18,796.5179	\$ 19,811.5299
	A15	\$ 15,992.0544	\$ 16,855.6253	\$ 17,765.8291	\$ 18,725.1839	\$ 19,736.3438	\$ 20,802.1064
City Manager	A20	Flat Rate				\$18,812.50	
				Effective 01/01/22		\$19,376.87	

RESOLUTION NO. 21-5670

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, RESCINDING RESOLUTION NO. 21-5665, AND AMENDING THE COMPREHENSIVE PERSONNEL SYSTEM AND ESTABLISHING THE NUMBER OF AUTHORIZED FULL-TIME POSITIONS AND MONTHLY SALARY RANGES FOR CITY EMPLOYEES

WHEREAS, the City Council wishes to rescind Resolution 21-5665 to establish the number of authorized full-time positions and monthly salary ranges for City employees for the 2021-2022 fiscal year, effective July 1, 2021.

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

SECTION 1. Effective July 1, 2021, Resolution 21-5665 is hereby rescinded.

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

A. Unclassified Management Exempt Positions	Authorized Positions	Range	Monthly Salary Steps A - E
City Manager	1	Contract	19,376
B. Exempt At-Will	Authorized Positions	Range	Monthly Salary Steps A – F
Director of Administrative Services	1	A11	13,156 – 17,113
Director of Development Services	1	A10	12,530 – 16,298
Director of Community Services	1	A8	10,848 – 14,111
Assistant City Engineer	1	A4	8,123 – 10,566
City Clerk	1	A4	8,123 – 10,566
Finance Manager	1	A3	7,592 – 9,875
Code Enforcement Manager	1	A3	7,592 – 9,875

D. Classified Exempt Positions	Authorized Positions	Range	Monthly Salary Steps A – E
Senior Planner	1	E8	6,861 – 8,339
Maintenance Superintendent	1	E8	6,861 – 8,339
Code Enforcement Supervisor	1	E6	6,223 – 7,564
Communications/Information Technology Analyst	1	E6	6,223 – 7,564
Principal Accountant	1	E6	6,223 – 7,564
Community Engagement Supervisor	1	E5	5,926 – 7,204
Management Analyst	1	E5	5,926 – 7,204
Assistant Planner	1	E4	5,375 – 6,861
Maintenance Supervisor	1	E3	5,375 – 6,534
Community Service Supervisor	1	E3	5,375 – 6,534
Management Assistant	1	E2	5,119 – 6,223

SECTION 4. The salary ranges and position titles of Classified Non-Exempt authorized positions are as follows:

F. Classified, Non-Exempt Positions	Authorized Positions	Range	Monthly Salary Step A - E
Rehabilitation/Grants Specialist ^{NR*}	1	N22	5,483 – 6,664
Community Services Supervisor	1	N21	5,222 – 6,347
Community Services Coordinator	2	N20	4,973 – 6,045
Accounting Technician II	1	N20	4,973 – 6,045
Administrative Assistant	1	N19	4,736 – 5,757
Maintenance Lead	1	N19	4,736 – 5,757
Code Enforcement Officer	1	N19	4,736 – 5,757
Accounting Technician	1	N18	4,511 – 5,483
Park Maintenance Worker	2	N18	4,511 – 5,483
Maintenance Worker	3	N17	4,296 – 5,222
Accounting Assistant	2	N16	4,091 – 4,973
Community Outreach Program Coordinator	2	N16	4,091 – 4,973
Community Resource Technician	1	N16	4,091 – 4,973
Community Services Specialist	2	N15	3,896 – 4,736

**NR – Not Represented*

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

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

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

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk