

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
REGULAR MEETING OF
FEBRUARY 22, 2022

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

A Regular Meeting of the City Council of the City of La Puente was held in the Council Chambers of City Hall, 15900 East Main Street, La Puente, California, on Tuesday, February 22, 2022, at 7:00 p.m.

CALL TO ORDER

Mayor Klinakis called the meeting to order at 7:00 p.m.

ROLL CALL

Members present: Klinakis, Argudo (arrived at 7:07pm), Quinones, Mendoza.

Members absent: Munoz.

Staff members present: City Manager Bob Lindsey, Assistant City Attorney Jesse Jauregui, City Clerk Sheryl Garcia, Deputy City Attorney Stephanie Arechiga (via teleconference), Director of Administrative Services Troy Grunklee, Director of Development Services John Di Mario, Finance Manager Alexander Merkel-Medina, Senior Planner Abraham Tellez, Management Assistant Cece Dunlap, and Office Specialist Natalie Romo.

PLEDGE OF ALLEGIANCE

Mayor Klinakis led the Pledge of Allegiance.

PRESENTATIONS

Mayor Klinakis presented Eli Tawil with a certificate recognizing his commitment, dedication, and community involvement to the City. He further expressed appreciation to him for providing food vendors at the La Puente Community Foundation events.

Eli Tawil presented the La Puente Community Foundation with a \$4,500 donation.

Community Engagement Supervisor Hernandez thanked Eli Tawil on behalf of the La Puente Community Foundation for contributing to the success of their events.

Management Analyst Torres presented Community Services Supervisor Dominguez with a certificate recognizing her 15 years of services to the City of La Puente.

Community Services Specialist Cindy Saucedo commemorated Community Services Supervisor Adriana Dominguez and her many accomplishments.

City Manager Lindsey thanked Community Services Supervisor Adriana Dominguez for her service and accomplishments.

ORAL COMMUNICATIONS – None.

BOARDS/COMMISSION/COMMITTEE REPORTS – None

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS

A-1 READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS OF FEBRUARY 8, 2022

A motion was made by Council member Argudo, seconded by Council Member Mendoza, to waive the reading and approve the Minutes of the City Council and Successor Agency meetings of February 8, 2022. The motion carried by the following roll call vote:

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

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL

B-1 GENERAL PLAN AMENDMENT NO. 21-02 – CONSIDERATION OF A RESOLUTION APPROVING GENERAL PLAN AMENDMENT NO. 21-02 FOR THE 2021-2029 HOUSING ELEMENT OF THE LA PUENTE GENERAL PLAN AND AN INITIAL STUDY/NEGATIVE DECLARATION, REGARDING SAME

Director of Developmental Services Di Mario provided a report regarding the 2021-2029 6th Cycle Housing Element.

RRM Design Group provided a presentation regarding the reviewed 2021-2029 6th Cycle Housing Element.

Mayor Klinakis opened the public hearing at 7:37 p.m. There being no members of the public wishing to speak, Mayor Klinakis closed the public hearing.

Council Member Argudo inquired regarding the Mixed-Use Zoning Program and the City's current compliance with Assembly Bill 1398.

Mayor Klinakis inquired regarding the affect the City's compliance may have on state funding the City may receive.

Senior Planner Tellez noted that the City had previously not received SB2 state grant funding for not complying with state law on the 5th Housing Cycle Element.

Mayor Klinakis inquired regarding the definition of low-cost housing.

Discussion ensued regarding the different categories of affordable housing and Accessory Dwelling Units.

A motion was made by Mayor Klinakis, seconded by Council Member Quinones, to adopt Resolution No. 22-5690 approving General Plan Amendment No. 21-02 for the 2021-2029 Housing Element and approve the initial study and negative declaration in accordance with the CEQA guidelines. The motion carried by the following roll call vote:

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

C. UNFINISHED BUSINESS OF THE CITY COUNCIL – None

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

Mayor Klinakis pulled Item D-7 for further discussion.

Council Member Argudo pulled Item D-6 for further discussion.

A motion was made by Council Member Argudo, seconded by Mayor Klinakis, to approve Consent Calendar Items D-1 through D-5 and D-8. The motion carried by the following roll call vote:

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

D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT REGISTER NO. 1524

Action Taken: The City Council and Successor Agency adopted Resolution No. 22-5691 approving Warrant Register No. 1524.

D-2 CONSIDERATION OF ACCEPTANCE OF NOTICE OF COMPLETION FOR DECORATIVE FENCING AND MOW STRIP AT LA PUENTE PARK SKATE PARK AND BASKETBALL COURTS

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

D-3 CONSIDERATION OF AMENDMENT NO. 1 TO THE RIGHT OF ENTRY AGREEMENT WITH THE CITY OF INDUSTRY FOR THE REPAINTING OF THE AZUSA AVENUE BRIDGE OVER VALLEY BOULEVARD

Action Taken: The City Council: (1) approved Amendment No. 1 to the Right of Entry Agreement with the City of Industry; and (2) authorized the City Manager to execute the amendment on behalf of the City.

D-4 PRESENTATION OF JANUARY 2022 REQUISITION SUMMARY REPORT

Action Taken: The City Council received and filed the requisition summary report for January 2022.

D-5 PRESENTATION OF JANUARY 2022 INVESTMENT REPORT

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

D-6 CONSIDERATION OF A RESOLUTION DECLARING OPPOSITION TO INITIATIVE 21-0042A1

Council Member Argudo pulled this item for further discussion.

Finance Manager Merkel-Medina provided a report regarding the recommended opposition to initiative 21-0042A1.

Council Member Argudo stated he would not be able to support opposition to the initiative without supplemental information regarding the independent analysis.

The City Council directed Staff to come back with additional information regarding the opposition to initiative 21-0042A1.

D-7 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH WESTBERG + WHITE, INC FOR ARCHITECTURAL DESIGN SERVICES FOR AN ACTIVITY CENTER BUILDING AT LA PUENTE PARK IN THE AMOUNT OF \$181,240.00

Mayor Klinakis pulled this item for further discussion.

Director of Developmental Services Di Mario provided a presentation regarding the architectural design services for the Activity Center at La Puente Park.

Council Member Quinones inquired about the reason behind making the activity and community center two separate buildings.

Representative of Westberg + White, Inc., Frisco White explained that the separation of both buildings would be to avoid potential code upgrades on the existing building. He noted that the activity center would be connected to the community center via an outdoor pathway.

Mayor Klinakis inquired regarding the range of services provided by Westberg + White, Inc. and bathroom areas for the activity center.

Director of Developmental Services Di Mario noted that the community center would be open at all times for bathroom access.

Discussion ensued regarding the proposed conceptual site plan for the activity center.

A motion was made by Mayor Klinakis, seconded by Council member Argudo to: (1) approve the Agreement with Westberg + White, Inc. for Architectural Design Services in the amount of \$181,240.00; (2) authorize the City Manager to execute the Agreement on behalf of the City, and (3) include bathroom areas on the conceptual site plan. The motion carried by the following roll call vote:

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

D-8 CONSIDERATION OF A RESOLUTION AMENDING THE FISCAL YEAR 2021/2022 CAPITAL BUDGET

Action Taken: The City Council adopted Resolution No. 22-5693 amending the adopted Capital Budget for Fiscal Year 2021/22.

Mayor Klinakis welcomed Sergeant Bryan Smith and his team from the Los Angeles County Sheriff's Department.

Sergeant Smith introduced incoming Deputy Sam Yao and Deputy Gene Gonzalez. He stated that both sheriff deputies would be joining the LP SAO team and that Deputy Yao would also join the Homeless Deputies team.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 PRESENTATION OF JANUARY 2022 BUDGET REPORT

Finance Manager Merkel-Medina provided a report regarding the January 2022 Budget Report.

Mayor Klinakis inquired about the placement of funding for the La Puente Park projects.

City Manager Lindsey clarified that funds for the La Puente Park projects are earmarked and set aside for future allocation.

Mayor Klinakis inquired about the financial impact of losing funds such as the American Rescue Plan Act (ARPA) monies.

City Manager Lindsey noted that the ARPA monies are used towards one-time transactions. He clarified that the \$2.1 million for the Activity Center at the park had not been programmed yet and noted that the City Council would have to discuss regarding the funding source for the project.

Council Member Argudo recommended planning for the long-term sustainability of newly adopted and implemented programs that are funded using ARPA monies.

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

E-2 DISCUSSION AND DIRECTION REGARDING ALLOCATION OF AMERICAN RESCUE PLAN ACT FUNDS

Director of Administrative Services Grunklee recounted the motions to allocate ARPA monies at the February 8, 2022 City Council meeting. He recommended that the City Council ratify the allocations to the La Puente Community Foundation, San Gabriel Valley LGBTQ+ Center, and the La Puente Women's Club.

Council Member Argudo recommended the approval of the allocation of funds using the direction provided to Staff at previous City Council Meetings.

Mayor Klinakis requested that \$5,000 of his discretionary funds be allocated to the La Puente Women's Club to be used at their 100th Anniversary event.

A motion was made by Mayor Klinakis, seconded by Council Member Argudo to: (1) allocate \$15,000 of Mayor Pro Tem Munoz's and Council Member Argudo's discretionary funds to the La Puente Community Foundation for a total amount of \$30,000; (2) allocate \$50,000 of Council Member Quinones's discretionary funds to the San Gabriel Valley LGBTQ+ Center; and (3) allocate \$5,000 of Mayor Klinakis discretionary funds to the La Puente Women's Club. The motion carried by the following roll call vote:

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

E-3 DISCUSSION AND DIRECTION REGARDING THE LA PUENTE ACADEMIC SCHOLARSHIP PROGRAM GUIDELINES (COUNCIL MEMBERS ARGUDO AND QUINONES)

Council Member Quinones provided a report regarding the revisions to the La Puente Academic Scholarship program guidelines. He noted their ability to award 17 scholarships of \$500 each. He clarified that the revision to the guidelines would promote more inclusivity and an increase of participating applicants.

Council Member Argudo clarified that the revisions would make the scholarship a more accessible opportunity for students.

Discussion ensued regarding the revisions to the La Puente Academic Scholarship program guidelines and qualifying candidates.

Council Member Mendoza recommended that the application deadline be extended to a date near the later weeks of May or April.

Mayor Klinakis recommended that monetary awards be available to the scholarship recipients for six months.

Council Member Argudo recommended that veterans returning to schools be eligible applicants of the scholarship.

Mayor Klinakis supported Council Member Argudo's recommendation and further suggested including active military members as eligible applicants.

The City Council directed Staff to: (1) include veterans and active military returning to school; (2) extend the application deadline to May 15, 2022; and (3) extend time to expend funds to January 30, 2023.

E-4 INTRODUCTION AND CONSIDERATION OF AN ORDINANCE AMENDING SECTION 2.04.120(c) (RULES OF DECORUM FOR MEETINGS) OF THE LA PUENTE CITY MUNICIPAL CODE TO PERMIT THE CITY COUNCIL TO AMEND THE RULES OF DECORUM FOR ADDRESSING THE CITY COUNCIL THROUGH RESOLUTION

City Clerk Garcia provided a report regarding the consideration of amending the rules of decorum for addressing the City Council through resolution.

Mayor Klinakis recommended amending the allotted speaker time to three minutes.

Council Member Argudo clarified that the City does not intend to hinder transparency with the community by amending the allotted speaker time. He noted that residents can request additional minutes at the discretion of Mayor approval. He further requested that Staff

include a disclaimer on the agenda that states there is an orderly manner and no use of slander or profanity allowed when addressing the City Council.

Assistant City Attorney Stephanie Arechiga made a recommendation to edit the last line of Section C.4 to read “La Puente Successor Agency”.

A motion was made by Mayor Klinakis, seconded by Council Member Mendoza to: (1) waive reading of Ordinance No. 22-978 and read by title only; (2) and introduce Ordinance No. 22-978 Amending Section 2.04.120(c) (Rules of Decorum for Meetings) of the La Puente City Municipal Code to Permit the City Council Amend the Rules of Decorum for Addressing the Council through Resolution; (3) amend the allotted speaker time to three minutes to be included in the Resolution (4) include a disclaimer on the agenda that states there is an orderly manner and no use of slander or profanity allowed when addressing the City Council; and (5) edit the last line of the Ordinance Section C.4 to read “ La Puente Successor Agency”. The motion carried by the following roll call vote:

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

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.

Project LEAD: Council Member Quinones provided an update on the mural project with Sparks Middle School. He reported that the mural was near completion. He further spoke of the students who participated and shared their positive experience.

Community Safety and Welfare: Council Member Argudo reported a future goal to create a more involved and robust educational committee. He identified a need for involvement of stakeholders such as guidance counselors, teachers, and board members to assist in advisement.

Council Member Quinones reported that the PROS team is reaching out to guidance counselors at schools within the City to help promote the scholarship opportunity to students.

Homeless Oversight: Nothing to report.

LPQT Action Committee: Council Member Quinones expressed excitement for expanding LGBTQ+ resources to the La Puente community. He further introduced San Gabriel Valley LGBTQ+ President Camila Camaleón to the City Council.

President Camila Camaleón from the San Gabriel Valley LGBTQ+ Center expressed excitement to work with the City of La Puente. She stated that the San Gabriel Valley LGBTQ+ Center is a place to promote a safe and inclusive environment for all people of all orientations and gender identities; foster advocacy, education, and respect for individuals of all sorts; and provide resources that encourage cultural diversity, healthy living, and full achievement of personal potential.

AB 1234 REPORTS – None

ORAL COMMENTS FROM COUNCIL

Mayor Klinakis thanked all Staff and Director of Developmental Services Di Mario for the street improvements. He further expressed content with the undergoing park projects.

ORAL COMMENTS FROM STAFF

City Manager Lindsey thanked the public works staff for stepping in when they witnessed a group vandalizing an area of the park.

ADJOURNMENT

There being no further business before the City Council, Mayor Klinakis adjourned the meeting at 9:44 p.m. in memory of Charlie Aguirre.

Approved this 8th day of March 2022.

Sheryl Garcia
City Clerk

Charlie Klinakis
Mayor/Chair

RESOLUTION NO. 22-5694

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE ALLOWING CERTAIN CLAIMS AND
DEMANDS IN THE AMOUNT \$2,866,623.58 (WARRANT
REGISTER 1525)**

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 7143 through 7211 ACH(s) numbered 341 through 350, and Draft numbered 01530 through 01545 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 8th day of March 2022, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk



City of La Puente

Check Register Report

By Payment Number

Payment Dates 2/12/2022 - 2/25/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
341	2/18/2022	SEIU	COPE FUND		10.00
	INV0006824	COPE FUND CONTRIBUTION		100-20380	2.62
	INV0006824	COPE FUND CONTRIBUTION		260-20380	2.38
	INV0006888	COPE FUND CONTRIBUTION		100-20380	2.35
	INV0006888	COPE FUND CONTRIBUTION		260-20380	2.65
342	2/18/2022	SEIU	SEIU - LOCAL 721		936.89
	INV0006823	EMPLOYEE DUES		100-20380	336.01
	INV0006823	EMPLOYEE DUES		200-20380	33.74
	INV0006823	EMPLOYEE DUES		203-20380	3.97
	INV0006823	EMPLOYEE DUES		205-20380	3.96
	INV0006823	EMPLOYEE DUES		210-20380	35.30
	INV0006823	EMPLOYEE DUES		215-20380	3.96
	INV0006823	EMPLOYEE DUES		260-20380	55.62
	INV0006823	EMPLOYEE DUES		285-20380	18.60
	INV0006887	EMPLOYEE DUES		100-20380	272.70
	INV0006887	EMPLOYEE DUES		200-20380	30.06
	INV0006887	EMPLOYEE DUES		203-20380	3.97
	INV0006887	EMPLOYEE DUES		205-20380	3.96
	INV0006887	EMPLOYEE DUES		210-20380	33.40
	INV0006887	EMPLOYEE DUES		215-20380	3.96
	INV0006887	EMPLOYEE DUES		260-20380	60.89
	INV0006887	EMPLOYEE DUES		285-20380	36.79
343	2/18/2022	SEIU	SEIU - LOCAL 721		32.43
	INV0006895	EMPLOYEE DUES		100-20380	32.43
344	2/25/2022	MERALE	ALEXANDER MEDINA MERKEL		945.15
	INV0006927	CSMFO CONF REIM-MERKEL		100-1130-53972	945.15
345	2/25/2022	ALTALANG	ALTA LANGUAGE SERVICES, INC.		926.25
	IN575469	02/08 SPANISH INTERPRETATION		100-1120-53111	926.25
346	2/25/2022	LANWEST	LANDSCAPE WEST MANAGEMENT SERVICES INC		7,657.91
	10236	01/22 SR CENTER LANDSCAPE SVC		100-1150-53814	168.48
	10236	01/22 MEDIANS LANDSCAPE SVC		200-3120-53814	5,408.74
	10236	01/22 CH LANDSCAPE SVC		285-3330-53814	2,080.69
347	2/25/2022	STEOVE	STEVE OVERSTREET		692.67
	INV0006899	WEB SITE BACKUP SOFTWARE REIM-OVERSTREET		550-6100-53017	692.67
348	2/25/2022	TANKO	TANKO LIGHTING		2,842.00
	67231	01/22 ST LIGHT MTCE		285-3330-53111	1,620.00
	67248	01/21 ST LIGHT REPAIR-WICKFORD ST		285-3330-53111	1,222.00
349	2/25/2022	GRUTRO	TROY GRUNKLEE		934.62
	INV0006910	CSFMO CONF REIM-GRUNKLEE		100-1130-53972	934.62
350	2/25/2022	TURALL	TURF ALLIANCE, LLC		24,453.00
	22-010-03	LAP PARK SOCCER FIELD GOALS/CORNER FLAGS		283-5600-59300	24,453.00
7143	2/15/2022	EDISON	EDISON CO		29,836.16
	INV0006869	01/01-01/31 ELEC - VARIOUS		200-3120-53713	15,266.32
	INV0006870	01/01-01/31 ELEC - ST LIGHTS LS-2B		285-3330-53712	3,176.26
	INV0006871	01/01-01/31 ELEC - 1744 ST LIGHTS LS-1/OPTION E		285-3330-53712	11,231.40
	INV0006872	01/04-02/01 ELEC - 15250 TEMPLE AVE		200-3120-53713	70.03

Check Register Report

Payment Dates: 2/12/2022 - 2/25/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0006873	01/04-02/01 ELEC - 14951 NELSON AVE		200-3120-53713	92.15
7144	2/15/2022	MARIO	MARIO TREJO		5,000.00
	INV0006874	2021-73 BUSINESS GRANT		263-3320-53981	5,000.00
7145	2/15/2022	ONYPVAV	ONYX PAVING COMPANY INC		1,475,641.18
	05	01/22 LOCAL ST IMPROVEMENT RETENTION PYMT		202-20220	-1,486.20
	05	01/22 LOCAL ST IMPROVEMENT PYMT #5		202-5598-59300	29,724.00
	05	01/22 LOCAL ST IMPROVEMENT RETENTION PYMT		405-20220	-38,089.56
	05	01/22 LOCAL ST IMPROVEMENT PYMT #5		405-5598-59300	761,791.25
	05	01/22 LOCAL ST IMPROVEMENT RETENTION PYMT		410-20220	-38,089.56
	05	01/22 LOCAL ST IMPROVEMENT PYMT #5		410-5598-59300	761,791.25
7146	2/18/2022	STADIS	CALIFORNIA STATE DISBURSEMENT UNIT		197.50
	INV0006877	CHILD SUPPORT		100-20399	197.50
7147	2/18/2022	NATRS	NATIONWIDE RETIREMENT		120.00
	INV0006881	Employee Contribution		100-20340	114.25
	INV0006881	Employee Contribution		200-20340	1.15
	INV0006881	Employee Contribution		203-20340	1.15
	INV0006881	Employee Contribution		205-20340	1.15
	INV0006881	Employee Contribution		210-20340	1.15
	INV0006881	Employee Contribution		215-20340	1.15
7148	2/18/2022	FTB	STATE OF CALIFORNIA FRANCHISE TAX BOARD		250.00
	INV0006878	PR WITHOLDING ORDER		100-20399	250.00
7149	2/18/2022	USBANK	U.S BANK PARS ACCT# 6746022400		4,537.51
	INV0006885	PARS RETIREMENT		100-20340	2,602.66
	INV0006885	PARS RETIREMENT		200-20340	298.02
	INV0006885	PARS RETIREMENT		205-20340	123.90
	INV0006885	PARS RETIREMENT		260-20340	672.31
	INV0006885	PARS RETIREMENT		263-20340	632.16
	INV0006885	PARS RETIREMENT		285-20340	208.46
7150	2/25/2022	ACEFEN	ACE FENCE COMPANY		4,415.00
	RET12075	RETENTION PYMT-SKATE PARK/BBALL FENCE		100-20220	4,415.00
7151	2/25/2022	AGRTUR	AGRI-TURF DISTRIBUTING, LLC		1,424.94
	73246	FERTILIZER-LP PARK		100-3330-53822	1,424.94
7152	2/25/2022	AMABUS	AMAZON CAPITAL SERVICES INC		5,726.48
	11MG-YVLJ-L19K	POLYCOVERS		100-1150-53012	41.31
	1NT7-QCM9-LPD4	LAPTOPS/KEYBOARDS/MOUSE		550-6100-53018	5,620.75
	1VPT-7WMP-XNGP	ZIP TIES		100-3100-53012	31.43
	1YWH-MN93-FX4T	TABLET MOUNT		550-6100-53018	32.99
7153	2/25/2022	AMERLE	AMERICAN LEGAL		462.09
	10534	2021 S-19 SUPPLEMENT PGS		100-1120-53412	462.09
7154	2/25/2022	ATT	AT&T		106.92
	000017476104	11/13-12/12 PHONE-YLAC/CC FAX LINE		100-4100-53715	44.14
	000017719554	01/06-02/05 PHONE-CH 911 LN		100-1150-53715	20.55
	000017719555	01/06-02/05 PHONE-MTCE 911 LN YARD		285-3330-53715	20.55
	000017768166	01/13-02/12 PHONE-LP PARK SNACK BAR		285-3330-53715	21.68
7155	2/25/2022	B2PRIN	B2 PRINT		466.90
	0011183	BUSINESS CARDS-SINCLAIR		100-3310-53011	44.50
	0011212	BUSINESS CARDS MASTERS		100-1150-53976	422.40
7156	2/25/2022	BOBMUR	BOB MURRAY & ASSOCIATES		6,403.95
	9407	EXECUTIVE RECRUITMENT SVC		100-4100-53111	6,403.95

Check Register Report

Payment Dates: 2/12/2022 - 2/25/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
7157	2/25/2022 IN2469365	CBE4AM 11/05-02/04 FACILITY COPIER LEASE	CBE OFFICE SOLUTIONS	100-1150-53911	358.88 358.88
7158	2/25/2022 75327151	CBEEQU 02/22 CH COPIER LEASE	CELL BUSINESS EQUIPMENT	100-1150-53911	435.02 435.02
7159	2/25/2022 8405442577 8405489914	CINTA 11/21 FIRST AID RESTOCK-ALL FACILITIES 12/21 FIRST AID RESTOCK-ALL FACILITIES	CINTAS CORPORATION #693	100-1150-53011 100-1150-53011	2,105.41 1,128.19 977.22
7160	2/25/2022 74417698	CONCEN PRE EMPLOYMENT PHYSICAL	CONCENTRA	100-1135-53406	113.00 113.00
7161	2/25/2022 3301-1006124	CED ELECTRICAL TIMER	CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	100-3330-53822	62.74 62.74
7162	2/25/2022 109215	COUPLU CH RESTROOM REPAIR	COURTESY PLUMBERS, INC.	100-1150-53813	170.00 170.00
7163	2/25/2022 INV1338 INV1338	DELCOM 01/22 NATURE PARK SVC 01/22 CAR DETAILING	DELHAVEN COMMUNITY CENTER	100-4100-53111 555-3150-53812	470.00 350.00 120.00
7164	2/25/2022 INV0006925	EDISON 12/20-07/21 ELEC-15612 TEMPLE	EDISON CO	285-3330-53712	731.80 731.80
7165	2/25/2022 58A2201-IN	EMPAME 01/22 BUS SHELTER MTCE	EMPLOY AMERICA	210-3130-53816	3,640.00 3,640.00
7166	2/25/2022 0000912906	FIRMAS MTCE YARD ANNUAL SVC	FIREMASTER	100-3330-53811	872.72 872.72
7167	2/25/2022 4371	FRAEXO YLAC STAFF JERSEYS	FRANCISCO'S EXOTIC DECO INC.	100-4110-53980	298.94 298.94
7168	2/25/2022 INV0006904 INV0006912	VERIC 02/07-03/06 PHONE-SR CTR ALARM 02/16-03/15 PHONE-CH MAIN NO	FRONTIER COMMUNICATIONS	100-4130-53715 100-1150-53715	176.26 121.07 55.19
7169	2/25/2022 020293894 020331489 020332579	GALLS CE-UNIFORMS CE-UNIFORMS CE-UNIFORMS	GALLS	100-2110-53015 100-2110-53015 100-2110-53015	619.79 123.21 179.00 317.58
7170	2/25/2022 6604	GREOUT OUTDOOR FITNESS EQUIPMENT	GREENFIELDS OUTDOOR FITNESS	280-5605-59300	136,386.50 136,386.50
7171	2/25/2022 101921	GT1COL ACCIDENT REPAIR-GMC CANYON	GT1 COLLISION REPAIR INC	555-3150-53812	3,328.87 3,328.87
7172	2/25/2022 INV0006907	GUEJC 01/22 JUDO CLASS PYMT	GUERREROS ATHLETIC FOUNDATION	100-4100-53111	924.00 924.00
7173	2/25/2022 61337	INHOFA HYDRANT WRENCH	INDUSTRY HOSES & FASTNERS	100-3100-53012	116.25 116.25
7174	2/25/2022 INV0006909	JAZACE ANIMAL LIC REFUND-ACEVES	JAZMIN ACEVES	100-42140	20.00 20.00
7175	2/25/2022 159645	GONSALV 03/22 LEGISLATIVE SVC	JOE A. GONSALVES & SON	100-1100-53111	2,500.00 2,500.00
7176	2/25/2022 36986741	TYCOIN 03-05/22 SC ALARM SVC	JOHNSON CONTROLS SECURITY SOLUTIONS	100-4130-53813	1,026.74 1,026.74

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Payment Dates: 2/12/2022 - 2/25/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
7177	2/25/2022	JOSREY	JOSE REYES		330.96
	INV0006926	02/01-15 SHOPPING CART MILEAGE REIM-REYES		555-3150-53014	330.96
7178	2/25/2022	KSKFAC	KSK FACILITIES		1,670.00
	1565	01/22 CH JANITORIAL SUPPLIES		100-1150-53813	1,670.00
7179	2/25/2022	LACSHF	LA CO SHERIFF'S DEPT		7,840.64
	221999AL	02/22 MDC MOBILE DIGITAL COMPUTER		555-3150-54484	7,795.33
	222000AL	10-12/21 FUEL		555-3150-53014	45.31
7180	2/25/2022	LAPCOM	LA PUENTE COMMUNITY FOUNDATION		50,000.00
	INV0006911	LP COMM FOUNDATION NONPROFIT SUPPORT		263-3320-53111	50,000.00
7181	2/25/2022	LPVCWD	LA PUENTE VALLEY CO WATER		1,543.72
	INV0006914	11/06-01/19 WTR-CITY HALL		100-1150-53714	994.12
	INV0006915	11/16-01/19 WTR-CH LANDSCAPE		100-1150-53714	46.64
	INV0006916	11/16-01/19 WTR-N GLENDORA AVE		200-3120-53714	71.52
	INV0006917	11/16-01/19 WTR-GLENDORA		200-3120-53714	91.40
	INV0006918	11/16-01/19 WTR-116 N FIRST		200-3120-53714	125.48
	INV0006919	11/16-01/19 WTR-S FIRST		200-3120-53714	71.52
	INV0006920	11/16-01/19 WTR-S SECOND ST		200-3120-53714	71.52
	INV0006921	11/16-01/19 WTR-S SECOND ST		200-3120-53714	71.52
7182	2/25/2022	LACREGISTRAR	LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK		2,623.00
	INV0006928	NOD-2021-2029 HOUSING ELEMENT		100-3300-53411	2,623.00
7183	2/25/2022	MANCIL	MANCILLA'S QUALITY PRINTING		546.70
	14839	BLUE PRINTS		100-3300-53411	115.50
	14840	FORMS-PLUMBING/HEATING		100-3310-53011	431.20
7184	2/25/2022	MRKROD	MARK RODRIGUEZ		162.98
	INV0006905	PC TRAINING REIM-RODRIGUEZ		100-2110-53151	162.98
7185	2/25/2022	MERRIT	MERRITTS HARDWARE		1,440.33
	126374	GRAFFITI SUPPLIES		200-3120-53016	137.70
	126377	FLUSHMETER TOILET KIT		100-4130-53813	38.48
	126414	GRAFFITI SUPPLIES		200-3120-53016	64.35
	126415	SCREW/LUMBER/CLOTH		100-3100-53012	49.55
	126469	GRAFFITI SUPPLIES		200-3120-53016	45.91
	126489	NO TRESPASS SIGNS		200-3120-53821	9.80
	126491	CLOCK/THERM		100-4130-53811	75.87
	126499	GRAFFITI SUPPLIES		200-3120-53016	57.28
	126523	TRASH BAGS		100-2130-53011	32.98
	126573	GRAFFITI SUPPLIES		200-3120-53016	16.70
	126580	FLUSHOMETER URINAL KIT		100-3330-53813	25.29
	126611	SUPPLIES		200-3120-53012	104.43
	126645	GRAFFITI SUPPLIES		200-3120-53016	274.52
	126686	WASHERS/BOLTS/ANCHORS		200-3120-53821	88.84
	126692	MTCE SUPPLIES		100-3100-53012	249.43
	126694	BOLTS/ANCHORS		200-3120-53012	25.93
	126718	BOLTS		200-3120-53012	15.84
	126731	GRAFFITI SUPPLIES		200-3120-53016	64.74
	126738	MTCE SUPPLIES		100-3100-53012	5.45
	126752	WASHERS		100-3100-53012	15.46
	126777	GOGGLES/PAD KNEE PLASTIC		100-3100-53012	41.78
7186	2/25/2022	NATCON	NATIONAL CONSTRUCTION RENTALS		228.00
	6441210	02/07-03/06 LP PARK TEMP FENCING		100-3330-53822	228.00
7187	2/25/2022	NICLUM	NICHOLS LUMBER & HARDWARE CO		45.11
	246032/1	LUMBER-LP PARK		100-3330-53822	45.11

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
7188	2/25/2022 16604460	QUAD POSTAGE METER INK & LABELS	QUADIENT	100-1150-53911	223.23 223.23
7189	2/25/2022 INV0006908	RAQLAR ANIMAL LIC REFUND-LARIOS	RAQUEL LARIOS	100-42140	20.00 20.00
7190	2/25/2022 6015678	REGION 01/22 EZ/FOOTHILL MONTHLY PASS	REGIONAL TAP SERVICE CENTER	210-3130-53915	3,008.30 3,008.30
7191	2/25/2022 INV0006922 INV0006923 INV0006924	SGVWC 01/04-02/03 WTR-935 IRRIG PUENTE 01/04-02/03 WTR-545 IRRIG 01/04-02/03 WTR-13760 IRRIG	S.G.V. WATER CO	200-3120-53714 200-3120-53714 200-3120-53714	458.58 141.20 251.11 66.27
7192	2/25/2022 I00219714	SEHCOM HP Z2 G5 WORKSTATION TOWERS (10)	SEHI COMPUTER PRODUCTS, INC	550-6100-53018	11,759.01 11,759.01
7193	2/25/2022 065622	SMART TEEN VOICE CRAFTS-LP LIVE	SMART & FINAL	600-20250	9.49 9.49
7194	2/25/2022 8985	SCMAFI INSURANCE-BASEBALL	SOUTHERN CALIF MUNICIPAL	100-4110-53971	96.00 96.00
7195	2/25/2022 LAPUENTE1221 LAPUENTE1221 LAPUENTE1221 LAPUENTE1221	SGTRA 12/21 DIAL A RIDE 12/21 LP LINK SVC 12/21 LP LINK FARE 12/21 DIAL A RIDE FARE	SOUTHLAND TRANSIT INC	210-3130-53916 210-3130-53917 210-46100 210-46105	40,854.75 5,027.47 37,498.28 -16.00 -1,655.00
7196	2/25/2022 RI913140	SOUMOB MAINTENANCE YARD OFFICES	SOUTHWEST MOBILE STORAGE, INC	100-3330-53911	1,510.08 1,510.08
7197	2/25/2022 10303592 012722	DANON 01/22 CH WATER SVC	SPARKLETTS	100-1150-53011	312.66 312.66
7198	2/25/2022 3000942931 3000944101 3007289611 3008304731 3012304991 3013088661 3016427621 3017695951 3017695951	STAPLE REGISTER ROLLS/FILE POCKETS BINDERS CALCULATOR/PAPER ROLLS OFFICE SUPPLIES COPY PAPER FILE POCKETS DYMO LABELMANAGER PNP OFFICE SUPPLIES OFFICE SUPPLIES	STAPLES CREDIT PLAN	100-1130-53011 100-1120-53011 100-3310-53011 100-1150-53011 100-1150-53011 100-1130-53011 100-3320-53011 100-3320-53011 260-3320-53011	3,072.13 547.65 109.91 54.98 147.93 1,876.60 93.48 58.27 36.66 146.65
7199	2/25/2022 181003113538	SOSUBW 01/05-02/03 WTR-HACIENDA/MAPLEGROVE	SUBURBAN WATER SYSTEMS	200-3120-53714	149.93 149.93
7200	2/25/2022 21208 21208	SYSENE ENERGY EFF PROJ RETENTION ENERGY EFF PROJ PYMT #1	SYSERCO ENERGY SOLUTIONS, INC	400-20220 400-5608-59300	851,688.29 -44,825.71 896,514.00
7201	2/25/2022 416073747 416073776 417046955 417046968 417066142	TERMI 01/10 CH PEST CONTROL 01/10 CH PEST CONTROL 02/22 CC PEST CONTROL 02/22 YLAC PEST CONTROL 02/22 SR CTR PEST CONTROL	TERMINIX PROCESSING CENTER	100-1150-53813 100-1150-53813 285-3330-53813 285-3330-53813 100-4130-53813	370.00 85.00 92.00 50.00 53.00 90.00
7202	2/25/2022 INV0006901 INV0006902 INV0006903	GASCO 01/06-02/07 GAS-YLAC 01/06-02/07 GAS-COMM CTR 01/05-02/04 GAS-SR CENTER	THE GAS COMPANY	100-4110-53711 100-4100-53711 100-4130-53711	3,328.74 1,000.76 100.64 314.37

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0006913	01/06-02/07 GAS-CITY HALL		100-1150-53711	1,912.97
7203	2/25/2022 19765954	TIEFIV MICROFICHE DIGITIZATION SVC	TIER FIVE	100-3300-53111	399.00 399.00
7204	2/25/2022 0029063020122	TIMEWA 02/21 CH CABLE SVC	TIME WARNER CABLE	100-1150-53715	100.06 100.06
7205	2/25/2022 200092436-003 200664387-003	UNREN SKID STEER LOADER RENTAL EXCAVATOR RENTAL	UNITED RENTALS	100-3330-53822 100-3330-53822	4,765.09 3,228.79 1,536.30
7206	2/25/2022 0004697256 0004721403	VINCEN 12/21 CNG FUEL 01/22 CNG FUEL	VINCENT'S GENERAL SERVICES	555-3150-53014 555-3150-53014	1,399.51 697.66 701.85
7207	2/25/2022 INV0006929	WALMAR REFUND-ADMIN CITATIONS	WALMART	100-43120	1,300.00 1,300.00
7208	2/25/2022 182292	WESCO 01/16-31 PKWY TREE MTCE	WEST COAST ARBORISTS INC	200-3120-53815	3,660.75 3,660.75
7209	2/25/2022 401	WECOSP CIF OFFICIALS-BASKETBALL LEAGUE SVC	WEST COAST SPORTS OFFICIALS	100-4110-53980	365.00 365.00
7210	2/25/2022 003-35714 003-35715 003-35716 003-35717 003-35727 003-35727 003-35729 003-35729	WILENG 12/21 MISC ENGINEERING SVC 12/21 NPDES SVC 12/21 WILLDAN REVIEW TRACT #82895 12/21 UNRUH WALL DESIGN-AMAR/FLYNN 12/21 CMS GRIND/OVERLAY 12/21 CMS GRIND/OVERLAY 12/21 ACCESS RD MTCE YARD CONST MGMT 12/21 ACCESS RD MTCE YARD CONST MGMT	WILLDAN ENGINEERING	100-3110-53111 284-3100-53111 600-20284 203-5601-59210 405-5598-59600 410-5598-59600 263-5599-59600 284-5599-59600	82,438.50 1,242.50 3,605.00 270.00 1,360.00 34,874.85 34,874.85 3,105.65 3,105.65
7211	2/25/2022 95645	ZUMIND ST SIGN ANCHORS	ZUMAR INDUSTRIES	200-3120-53821	1,277.66 1,277.66
DFT0001530	2/18/2022 INV0006879 INV0006879 INV0006879 INV0006879 INV0006879 INV0006879 INV0006879	ICMARC EMPLOYEE LOAN REPYMT EMPLOYEE LOAN REPYMT EMPLOYEE LOAN REPYMT EMPLOYEE LOAN REPYMT EMPLOYEE LOAN REPYMT EMPLOYEE LOAN REPYMT EMPLOYEE LOAN REPYMT	VANTAGEPOINT TRANSFER AGENTS-457	100-20399 200-20399 203-20399 205-20399 210-20399 215-20399 260-20399	30.16 19.59 3.07 0.68 0.68 4.10 0.68 1.36
DFT0001531	2/18/2022 INV0006880 INV0006880 INV0006880 INV0006880 INV0006880 INV0006880 INV0006880 INV0006880 INV0006880	ICMARC EMPLOYEE CONTRIBUTIONS EMPLOYEE CONTRIBUTIONS EMPLOYEE CONTRIBUTIONS EMPLOYEE CONTRIBUTIONS EMPLOYEE CONTRIBUTIONS EMPLOYEE CONTRIBUTIONS EMPLOYEE CONTRIBUTIONS EMPLOYEE CONTRIBUTIONS EMPLOYEE CONTRIBUTIONS	VANTAGEPOINT TRANSFER AGENTS-457	100-20399 200-20399 202-20399 203-20399 205-20399 210-20399 215-20399 260-20399	2,265.00 1,522.92 180.95 58.67 94.30 94.30 128.43 130.35 55.08
DFT0001532	2/18/2022 INV0006882 INV0006882 INV0006882 INV0006882 INV0006882	PERSYS-RETIRE EMPLOYER CONTRIBUTION EMPLOYER CONTRIBUTION EMPLOYER CONTRIBUTION EMPLOYER CONTRIBUTION EMPLOYER CONTRIBUTION	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM	100-20360 200-20360 202-20360 203-20360 205-20360	12,561.04 8,565.21 652.24 68.46 383.04 383.04

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0006882	EMPLOYER CONTRIBUTION		210-20360	443.01
	INV0006882	EMPLOYER CONTRIBUTION		215-20360	275.26
	INV0006882	EMPLOYER CONTRIBUTION		260-20360	843.03
	INV0006882	EMPLOYER CONTRIBUTION		263-20360	454.06
	INV0006882	EMPLOYER CONTRIBUTION		285-20360	493.69
DFT0001533	2/18/2022	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		9,025.79
	INV0006883	PERS- NEW EMPLOY CONTRB		100-20399	5,914.62
	INV0006883	PERS- NEW EMPLOY CONTRB		200-20399	440.57
	INV0006883	PERS- NEW EMPLOY CONTRB		202-20399	63.47
	INV0006883	PERS- NEW EMPLOY CONTRB		203-20399	295.03
	INV0006883	PERS- NEW EMPLOY CONTRB		205-20399	295.03
	INV0006883	PERS- NEW EMPLOY CONTRB		210-20399	285.67
	INV0006883	PERS- NEW EMPLOY CONTRB		215-20399	242.11
	INV0006883	PERS- NEW EMPLOY CONTRB		260-20399	637.07
	INV0006883	PERS- NEW EMPLOY CONTRB		263-20399	420.98
	INV0006883	PERS- NEW EMPLOY CONTRB		285-20399	431.24
DFT0001534	2/18/2022	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		732.27
	INV0006884	EMPLOYEE PORTION		100-20360	707.85
	INV0006884	EMPLOYEE PORTION		200-20360	16.28
	INV0006884	EMPLOYEE PORTION		210-20360	8.14
DFT0001535	2/18/2022	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		45.00
	INV0006886	SURVIVORS LIFE INSURANCE		100-20350	31.12
	INV0006886	SURVIVORS LIFE INSURANCE		200-20350	1.38
	INV0006886	SURVIVORS LIFE INSURANCE		202-20350	0.10
	INV0006886	SURVIVORS LIFE INSURANCE		203-20350	0.92
	INV0006886	SURVIVORS LIFE INSURANCE		205-20350	0.93
	INV0006886	SURVIVORS LIFE INSURANCE		210-20350	1.05
	INV0006886	SURVIVORS LIFE INSURANCE		215-20350	0.59
	INV0006886	SURVIVORS LIFE INSURANCE		260-20350	4.11
	INV0006886	SURVIVORS LIFE INSURANCE		263-20350	2.57
	INV0006886	SURVIVORS LIFE INSURANCE		285-20350	2.23
DFT0001536	2/18/2022	EMPLOY	EMPLOYMENT DEVELOPMENT DEPT		4,979.16
	INV0006889	STATE INCOME TAX		100-20310	3,445.69
	INV0006889	STATE INCOME TAX		200-20310	266.25
	INV0006889	STATE INCOME TAX		202-20310	38.84
	INV0006889	STATE INCOME TAX		203-20310	107.01
	INV0006889	STATE INCOME TAX		205-20310	117.36
	INV0006889	STATE INCOME TAX		210-20310	121.38
	INV0006889	STATE INCOME TAX		215-20310	148.74
	INV0006889	STATE INCOME TAX		260-20310	280.66
	INV0006889	STATE INCOME TAX		263-20310	231.83
	INV0006889	STATE INCOME TAX		285-20310	221.40
DFT0001537	2/18/2022	IRSPR	IRS PAYROLL TAX DEPOSIT		14,939.23
	INV0006890	FEDERAL WITHHOLDING		100-20300	10,396.77
	INV0006890	FEDERAL WITHHOLDING		200-20300	829.37
	INV0006890	FEDERAL WITHHOLDING		202-20300	101.98
	INV0006890	FEDERAL WITHHOLDING		203-20300	266.57
	INV0006890	FEDERAL WITHHOLDING		205-20300	287.23
	INV0006890	FEDERAL WITHHOLDING		210-20300	344.51
	INV0006890	FEDERAL WITHHOLDING		215-20300	390.60
	INV0006890	FEDERAL WITHHOLDING		260-20300	1,042.14
	INV0006890	FEDERAL WITHHOLDING		263-20300	679.35
	INV0006890	FEDERAL WITHHOLDING		285-20300	600.71
DFT0001538	2/18/2022	IRSPR	IRS PAYROLL TAX DEPOSIT		5,540.84
	INV0006891	MEDICARE TAX		100-20300	3,552.36

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0006891	MEDICARE TAX		200-20300	286.06
	INV0006891	MEDICARE TAX		202-20300	24.54
	INV0006891	MEDICARE TAX		203-20300	111.72
	INV0006891	MEDICARE TAX		205-20300	159.62
	INV0006891	MEDICARE TAX		210-20300	108.90
	INV0006891	MEDICARE TAX		215-20300	93.02
	INV0006891	MEDICARE TAX		260-20300	509.94
	INV0006891	MEDICARE TAX		263-20300	434.62
	INV0006891	MEDICARE TAX		285-20300	260.06
DFT0001539	2/18/2022	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		306.35
	INV0006892	EMPLOYER CONTRIBUTION		100-20360	306.35
DFT0001540	2/18/2022	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		176.45
	INV0006893	PERS- NEW EMPLY CONTRB		100-20399	176.45
DFT0001541	2/18/2022	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		1.00
	INV0006894	SURVIVORS LIFE INSURANCE		100-20350	1.00
DFT0001542	2/18/2022	EMPLOY	EMPLOYMENT DEVELOPMENT DEPT		64.19
	INV0006896	STATE INCOME TAX		100-20310	64.19
DFT0001543	2/18/2022	IRSPR	IRS PAYROLL TAX DEPOSIT		223.91
	INV0006897	FEDERAL WITHHOLDING		100-20300	223.91
DFT0001544	2/18/2022	IRSPR	IRS PAYROLL TAX DEPOSIT		63.96
	INV0006898	MEDICARE TAX		100-20300	63.96
DFT0001545	2/25/2022	WEXBANK	WEX BANK		8,294.56
	INV0006900	02/22 FUEL PURCHASE		555-3150-53014	8,294.56
Grand Total:					2,866,623.58

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	88,942.75
200 - GAS TAX FUND	30,832.30
202 - RMRA (SB 1)	28,593.86
203 - MEASURE M FUND	2,628.36
205 - MEASURE R FUND	1,471.16
210 - PROP A FUND	49,018.09
215 - PROP C FUND	1,290.42
260 - CDBG PROGRAM FUND	4,313.89
263 - AMERICAN RESCUE PLAN ACT FUND	60,961.22
280 - MISCELLANEOUS GRANTS FUND	136,386.50
283 - MEASURE A SAFE PARKS FUND	24,453.00
284 - MEASURE W	6,710.65
285 - LIGHTING & LANDSCAPE MAINTENANCE	22,480.56
400 - CAPITAL PROJECTS FUND	851,688.29
405 - 2019A CAPITAL PROJECT FUND	758,576.54
410 - 2019B CAPITAL PROJECT FUND	758,576.54
550 - EQUIPMENT REPLACEMENT FUND	18,105.42
555 - VEHICLE MAINTENANCE & REPLACEMENT FUND	21,314.54
600 - SPECIAL DEPOSIT FUND	279.49
Grand Total:	2,866,623.58

Account Summary

Account Number	Account Name	Payment Amount
100-1100-53111	Contract Services - Private	2,500.00
100-1120-53011	Operating Supplies	109.91
100-1120-53111	Contract Services - Private	926.25
100-1120-53412	Municipal Code Publishing	462.09
100-1130-53011	Operating Supplies	641.13
100-1130-53972	Conferences & Meetings	1,879.77
100-1135-53406	Recruitment Expenses	113.00
100-1150-53011	Operating Supplies	4,442.60
100-1150-53012	Small Tools & Equipment	41.31
100-1150-53711	Utility - Gas	1,912.97
100-1150-53714	Utility - Water	1,040.76
100-1150-53715	Utility - Communications	175.80
100-1150-53813	Facility Maintenance	2,017.00
100-1150-53814	Landscape Maintenance	168.48
100-1150-53911	Equipment Lease/Rental	1,017.13
100-1150-53976	Special Departmental	422.40
100-20220	Retention Payable	4,415.00
100-20300	FIT Payable	14,237.00
100-20310	SIT Payable	3,509.88
100-20340	PARS	2,716.91
100-20350	Group Insurance	32.12
100-20360	PERS	9,579.41
100-20380	Union Dues	646.11
100-20399	Other Payroll Deductions	8,081.08
100-2110-53015	Uniform/Boot Reimburse...	619.79
100-2110-53151	Education & Training	162.98
100-2130-53011	Operating Supplies	32.98
100-3100-53012	Small Tools & Equipment	509.35
100-3110-53111	Contract Services - Private	1,242.50
100-3300-53111	Contract Services - Private	399.00
100-3300-53411	Printing & Publishing	2,738.50
100-3310-53011	Operating Supplies	530.68
100-3320-53011	Operating Supplies	94.93
100-3330-53811	Equipment Maintenance	872.72

Account Summary

Account Number	Account Name	Payment Amount
100-3330-53813	Facility Maintenance	25.29
100-3330-53822	Park Maintenance & Repa...	6,525.88
100-3330-53911	Equipment Lease/Rental	1,510.08
100-4100-53111	Contract Services - Private	7,677.95
100-4100-53711	Utility - Gas	100.64
100-4100-53715	Utility - Communications	44.14
100-4110-53711	Utility - Gas	1,000.76
100-4110-53971	Dues & Memberships	96.00
100-4110-53980	Sports Activities	663.94
100-4130-53711	Utility - Gas	314.37
100-4130-53715	Utility - Communications	121.07
100-4130-53811	Equipment Maintenance	75.87
100-4130-53813	Facility Maintenance	1,155.22
100-42140	Animal License Fees	40.00
100-43120	Admin. Penalties - Code	1,300.00
200-20300	FIT Payable	1,115.43
200-20310	SIT Payable	266.25
200-20340	PARS	299.17
200-20350	Group Insurance	1.38
200-20360	PERS	668.52
200-20380	Union Dues	63.80
200-20399	Other Payroll Deductions	624.59
200-3120-53012	Small Tools & Equipment	146.20
200-3120-53016	Graffiti Removal Supplies	661.20
200-3120-53713	Utility - Hwy Lights	15,428.50
200-3120-53714	Utility - Water	1,111.47
200-3120-53814	Landscape Maintenance	5,408.74
200-3120-53815	Parkway Tree Maintenan...	3,660.75
200-3120-53821	Traffic Markings/Signs	1,376.30
202-20220	Retention Payable	-1,486.20
202-20300	FIT Payable	126.52
202-20310	SIT Payable	38.84
202-20350	Group Insurance	0.10
202-20360	PERS	68.46
202-20399	Other Payroll Deductions	122.14
202-5598-59300	Construction Costs	29,724.00
203-20300	FIT Payable	378.29
203-20310	SIT Payable	107.01
203-20340	PARS	1.15
203-20350	Group Insurance	0.92
203-20360	PERS	383.04
203-20380	Union Dues	7.94
203-20399	Other Payroll Deductions	390.01
203-5601-59210	Design Engineering	1,360.00
205-20300	FIT Payable	446.85
205-20310	SIT Payable	117.36
205-20340	PARS	125.05
205-20350	Group Insurance	0.93
205-20360	PERS	383.04
205-20380	Union Dues	7.92
205-20399	Other Payroll Deductions	390.01
210-20300	FIT Payable	453.41
210-20310	SIT Payable	121.38
210-20340	PARS	1.15
210-20350	Group Insurance	1.05
210-20360	PERS	451.15
210-20380	Union Dues	68.70
210-20399	Other Payroll Deductions	418.20

Account Summary

Account Number	Account Name	Payment Amount
210-3130-53816	Bus Shelter Maintenance	3,640.00
210-3130-53915	Public Transit Subsidy	3,008.30
210-3130-53916	Dial-A-Ride Services	5,027.47
210-3130-53917	Fixed Route Shuttle	37,498.28
210-46100	Dial-A-Ride Fares	-16.00
210-46105	Shuttle Fares	-1,655.00
215-20300	FIT Payable	483.62
215-20310	SIT Payable	148.74
215-20340	PARS	1.15
215-20350	Group Insurance	0.59
215-20360	PERS	275.26
215-20380	Union Dues	7.92
215-20399	Other Payroll Deductions	373.14
260-20300	FIT Payable	1,552.08
260-20310	SIT Payable	280.66
260-20340	PARS	672.31
260-20350	Group Insurance	4.11
260-20360	PERS	843.03
260-20380	Union Dues	121.54
260-20399	Other Payroll Deductions	693.51
260-3320-53011	Operating Supplies	146.65
263-20300	FIT Payable	1,113.97
263-20310	SIT Payable	231.83
263-20340	PARS	632.16
263-20350	Group Insurance	2.57
263-20360	PERS	454.06
263-20399	Other Payroll Deductions	420.98
263-3320-53111	Contract Services-Private	50,000.00
263-3320-53981	Grants & Loans - Commer...	5,000.00
263-5599-59600	Other Services	3,105.65
280-5605-59300	Construction Costs	136,386.50
283-5600-59300	Construction Costs	24,453.00
284-3100-53111	Contract Services - Private	3,605.00
284-5599-59600	OTHER SERVICES	3,105.65
285-20300	FIT Payable	860.77
285-20310	SIT Payable	221.40
285-20340	PARS	208.46
285-20350	Group Insurance	2.23
285-20360	PERS	493.69
285-20380	Union Dues	55.39
285-20399	Other Payroll Deductions	431.24
285-3330-53111	Contract Services - Private	2,842.00
285-3330-53712	Utility - Electricity	15,139.46
285-3330-53715	Utility - Communications	42.23
285-3330-53813	Facility Maintenance	103.00
285-3330-53814	Landscape Maintenance	2,080.69
400-20220	Retention Payable	-44,825.71
400-5608-59300	Construction Costs	896,514.00
405-20220	Retention Payable	-38,089.56
405-5598-59300	Construction Costs	761,791.25
405-5598-59600	Other Services	34,874.85
410-20220	Retention Payable	-38,089.56
410-5598-59300	Construction Costs	761,791.25
410-5598-59600	Other Services	34,874.85
550-6100-53017	Software & Licensing	692.67
550-6100-53018	Computer Hardware & Su...	17,412.75
555-3150-53014	Fuel	10,070.34
555-3150-53812	Vehicle Maintenance	3,448.87

Account Summary

Account Number	Account Name	Payment Amount
555-3150-54484	Vehicle Purchase	7,795.33
600-20250	Deposit - Teen Voice Prog...	9.49
600-20284	Deposit - 15616 Amar Fina..	270.00
	Grand Total:	2,866,623.58

Project Account Summary

Project Account Key	Payment Amount	
None	2,805,004.30	
100122E	5,000.00	
101222E	50,000.00	
30122E	146.65	
68422E	9.49	
69422E	6,463.14	
	Grand Total:	2,866,623.58



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: March 8, 2022

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.

Pursuant to AB 361, the City Council must revisit the findings every 30 days. Therefore, staff is requesting that the City Council adopt the attached resolution authorizing remote teleconference meetings for the period from March 16, 2022 through April 14, 2022, pursuant to Brown Act provisions.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 22-5695, authorizing the City Council, City Boards, and all Commissions of the City continue to hold teleconferenced meetings from March 16, 2022 through April 14, 2022.

ATTACHMENTS

Attachment "A": Resolution No. 22-5695

RESOLUTION NO. 22-5695

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 MARCH 16, 2022 THROUGH APRIL 14, 2022 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, 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 March 16, 2022 and continuing until the earlier of April 14, 2022, 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 8th day of March, 2022, 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: March 8, 2022

From: Bob Lindsey, City Manager

By: John Di Mario, Director of Development Services

SUBJECT: CONSIDERATION OF A GENERAL SERVICES AGREEMENT WITH THE
COUNTY OF LOS ANGELES FOR PUBLIC WORKS SERVICES

BACKGROUND

The City of La Puente has historically contracted with the County of Los Angeles Department of Public Works (“LACPW”) for various general services performed within the City’s public right-of-way pursuant to a General Services Agreement. The most recent Agreement was approved by the City Council in February 2017. Services provided by the County are available to the City on an “as-needed” or “as-requested” basis, which are not otherwise provided under a separate specific contractual agreement. These services currently include: pavement striping and markings, sidewalk and curb/gutter repairs and pavement maintenance/pothole repairs. The current agreement will expire on June 30, 2022; however, the agreement does allow for renewal for an additional five-year period at the option of the City.

DISCUSSION

The County has provided the City with a new General Services Agreement (“Agreement”) which will run from July 1, 2022 through June 30, 2027, and can be renewed for another five-year term. The County may terminate the Agreement by giving 30 days prior written notice to the City. The new Agreement is provided with this report as Attachment A.

The City may terminate the Agreement as of the first day of July of any given year upon 30 days written notice to the County. If the City Council wishes to approve the Agreement, the City Council must also adopt a resolution agreeing to the terms and conditions of the Agreement (Attachment B) and forward the resolution to the County Board of Supervisors.

FISCAL IMPACT

For the current 2021-22 Fiscal Year, \$70,000 is budgeted in the Gas Tax Fund in the Public Works Services Department for these and other contract services. To date, \$19,679 has been spent on services provided by LACPW for street and sidewalk maintenance.

RECOMMENDATION

It is recommended that the City Council: (1) adopt Resolution No. 22-5696 approving the General Services Agreement with the County of Los Angeles for as-needed services; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

ATTACHMENTS

Attachment “A”: General Services Agreement
Attachment “B”: Resolution No. 22-5696

GENERAL SERVICES AGREEMENT

THIS GENERAL SERVICES AGREEMENT ("Agreement"), dated for purposes of reference only, July 1, 2022, is made by and between the County of Los Angeles, hereinafter referred to as the "County", and the City of La Puente, hereinafter referred to as the "City."

RECITALS:

(a) The City is desirous of contracting with the County for the performance by its appropriate officers and employees of City functions.

(b) The County is agreeable to performing such services on the terms and conditions hereinafter set forth.

(c) Such contracts are authorized and provided for by the provisions of Section 56½ of the Charter of the County of Los Angeles and Section 51300, *et seq.*, of the Government Code.

THEREFORE, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. The County agrees, through its officers, agents and employees, to perform those City functions, which are hereinafter provided for.

2. The City shall pay for such services as are provided under this Agreement at rates to be determined by the County Auditor-Controller in accordance with the policies and procedures established by the Board of Supervisors.

These rates shall be readjusted by the County Auditor-Controller annually effective the first day of July of each year to reflect the cost of such service in accordance with the policies and procedures for the determination of such rates as adopted by the Board of Supervisors of County.

3. No County agent, officer or department shall perform for said City any

function not coming within the scope of the duties of such agent, officer or department in performing services for the County.

4. No service shall be performed hereunder unless the City shall have available funds previously appropriated to cover the cost thereof.

5. No function or service shall be performed hereunder by any County agent, officer or department unless such function or service shall have been requested in writing by the City on order of the City Council thereof or such officer as it may designate and approved by the Board of Supervisors of the County, or such officer as it may designate, and each such service or function shall be performed at the times and under circumstances which do not interfere with the performance of regular County operations.

6. Whenever the County and City mutually agree as to the necessity for any such County agent, officer or department to maintain administrative headquarters in the City, the City shall furnish at its own cost and expense all necessary office space, furniture, and furnishings, office supplies, janitorial service, telephone, light, water, and other utilities. In all instances where special supplies, stationery, notices, forms and the like must be issued in the name of the City, the same shall be supplied by the City at its expense.

It is expressly understood that in the event a local administrative office is maintained in the City for any such County agent, officer or department, such quarters may be used by the County agent, officer or department in connection with the performance of its duties in territory outside the City and adjacent thereto provided, however, that the performance of such outside duties shall not be at any additional cost to the City.

7. All persons employed in the performance of such services and functions for

the City shall be County agents, officers or employees, and no City employee as such shall be taken over by the County, and no person employed hereunder shall have any City pension, civil service, or other status or right.

For the purpose of performing such services and functions, and for the purpose of giving official status to the performance hereof, every County agent, officer and employee engaged in performing any such service or function shall be deemed to be an agent, officer or employee of said City while performing service for the City within the scope of this agreement.

8. The City shall not be called upon to assume any liability for the direct payment of any salary, wages or other compensation to any County personnel performing services hereunder for the City, or any liability other than that provided for in this agreement.

Except as herein otherwise specified, the City shall not be liable for compensation or indemnity to any County employee for injury or sickness arising out of his or her employment.

9. The parties hereto have executed an Assumption of Liability Agreement approved by the Board of Supervisors on December 27, 1977 and/or a Joint Indemnity Agreement approved by the Board of Supervisors on October 8, 1991. Whichever of these documents the City has signed later in time is currently in effect and hereby made a part of and incorporated into this agreement as set out in full herein. In the event that the Board of Supervisors later approves a revised Joint Indemnity Agreement and the City executes the revised agreement, the subsequent agreement as of its effective date shall supersede the agreement previously in effect between the parties hereto.

10. Each County agent, officer or department performing any service for the

City provided for herein shall keep reasonably itemized and in detail work or job records covering the cost of all services performed, including salary, wages and other compensation for labor, supervision and planning, plus overhead, the reasonable rental value of all County-owned machinery and equipment, rental paid for all rented machinery or equipment, together with the cost of an operator thereof when furnished with said machinery or equipment, the cost of all machinery and supplies furnished by the County, reasonable handling charges, and all additional items of expense incidental to the performance of such function or service.

11. All work done hereunder is subject to the limitations of the provisions of Section 23008 of the Government Code, and in accordance therewith, before any work is done or services rendered pursuant hereto, an amount equal to the cost or an amount 10% in excess of the estimated cost must be reserved by the City from its funds to ensure payment for work, services or materials provided hereunder.

12. The County shall render to the City at the close of each calendar month an itemized invoice which covers all services performed during said month, and the City shall pay County therefore within thirty (30) days after date of said invoice.

If such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County is entitled to recover interest thereon. Said interest shall be at the rate of seven (7) percent per annum or any portion thereof calculated from the last day of the month in which the services were performed.

13. Notwithstanding the provisions of Government Code Section 907, if such payment is not delivered to the County office which is described on said invoice within thirty (30) days after the date of the invoice, the County may satisfy such indebtedness,

including interest thereon, from any funds of any such City on deposit with the County without giving further notice to said City of County's intention to do so.

14. This Agreement shall become effective on the date herein-above first mentioned and shall run for a period ending June 30, 2027, and at the option of the City Council of the City, with the consent of the Board of Supervisors of County, shall be renewable thereafter for an additional period of not to exceed five (5) years.

15. In the event the City desires to renew this Agreement for said five-year period, the City Council shall not later than the last day of May 2027, notify the Board of Supervisors of County that it wishes to renew the same, whereupon the Board of Supervisors, not later than the last day of June 2027, shall notify the City Council in writing of its willingness to accept such renewal. Otherwise, such Agreement shall finally terminate at the end of the aforescribed period.

Notwithstanding the provisions of this paragraph herein-above set forth, the County may terminate this Agreement at any time by giving thirty (30) days' prior written notice to the City. The City may terminate this Agreement as of the first day of July of any year upon thirty (30) days' prior written notice to the County.

16. This Agreement is designed to cover miscellaneous and sundry services which may be supplied by the County of Los Angeles and the various departments thereof. In the event there now exists or there is hereafter adopted a specific contract between the City and the County with respect to specific services, such contract with respect to specific services shall be controlling as to the duties and obligations of the parties anything herein to the contrary notwithstanding, unless such special contract adopts the provisions hereof by reference.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers.

Executed this _____ day of _____ 2022.

The City of La Puente,

By _____
Mayor

ATTEST:

City Clerk

THE COUNTY OF LOS ANGELES

By _____

By _____
Chair, Board of Supervisors

ATTEST:

CELIA ZAVALA
Executive Officer/Clerk
of the Board of Supervisors

By _____
Deputy

APPROVED AS TO FORM:

RODRIGO A. CASTRO-SILVA
County Counsel

By _____
Senior Deputy

RESOLUTION NO. 22-5696

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE, CALIFORNIA, APPROVING THE
GENERAL SERVICES AGREEMENT BY AND BETWEEN
THE CITY OF LA PUENTE AND THE COUNTY OF LOS
ANGELES**

WHEREAS, the General Services Agreement by and between the City of La Puente (“City”) and County of Los Angeles (“County”) expires on June 30, 2022; and

WHEREAS, the General Services Agreement authorizes the County to provide “as-needed” services to the City such as pavement striping and markings, sidewalk and curb/gutter repairs, pavement maintenance/pothole repairs and seasonal catch basin clean-out; and

WHEREAS, on February 7, 2022, the County notified the City in writing of its desire to renew the General Services Agreement for a five-year period commencing on July 1, 2022 through June 30, 2027; and

WHEREAS, the City desires to renew the General Services Agreement currently in effect.

**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 of the City of La Puente agrees to the terms and conditions set forth in the General Services Agreement, a copy of which is attached as Exhibit “A” hereto and incorporated herein by reference.

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

SECTION 4. The City Clerk shall certify to the adoption of this Resolution and forward it and the original executed General Services Agreement to the Los Angeles County Board of Supervisors for its consideration no later than May 2, 2022.

PASSED, APPROVED AND ADOPTED this 8th day of March, 2022, 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: March 8, 2022

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: CONSIDERATION OF APPROVAL OF A FIFTH AMMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH HDL COREN & CONE FOR PROPERTY TAX MANAGEMENT SERVICES

BACKGROUND

HdL is a state-wide expert in property tax data analysis with over 190 public agency clients and has an extensive history with the City of La Puente. HdL has developed a comprehensive database for the City of La Puente and Staff uses the database for a variety of uses such as property owner verification, property owner notifications, and property tax forecasting and analysis. Since 2010, the City of La Puente has contracted with HdL Coren & Cone for property tax consulting and auditing services.

DISCUSSION

In May 2016, the City entered into an agreement with HdL Coren & Cone (HdL) to provide property tax consulting and auditing services. The agreement was for a two (2) year term with the ability to do five (5) one-year extensions, unless terminated by either party per the terms and conditions of the agreement. Per the 2016 agreement, the annual fee for services was \$10,080 with an increase to \$10,560 for year two of the agreement. In the remaining years of the agreement staff and HdL would re-evaluate each year for the remainder of the agreement. The City and HdL agreed to not increase the annual fee for the first, second, third, and fourth amendment of the contract and HdL has again agreed to not increase the annual fee for the fifth amendment and keep the price at \$10,560.

FISCAL IMPACT

Base fee of \$10,560 plus 25% of property tax revenues recovered or reallocated for Fiscal Year 2022-23

RECOMMENDATION

It is recommended that the City Council (1) approve the third amendment to the professional services agreement with HdL, Coren and Cone and authorize the City Manager to execute the Agreement on behalf of the City.

ATTACHMENTS

Attachment "A": Amendment No. 5 To The Professional Services Agreement

**AMENDMENT NO. 5
TO THE PROFESSIONAL SERVICES AGREEMENT WITH
HdL COREN & CONE FOR PROPERTY TAX MANAGEMENT SERVICES**

This Amendment No. 4 to the Professional Services Agreement with HdL Coren & Cone ("Agreement") is made and entered into this day of April __, 2022, by and between the City of La Puente, a municipal corporation ("City") and HdL Coren & Cone, a California Corporation ("Consultant"). The City and Consultant are hereinafter collectively referred to as the "Parties."

RECITALS

WHEREAS, on May 24, 2016, the City and Consultant entered into the Agreement under which Contractor agreed to provide property tax management services to the City; and

WHEREAS, the City may extend the Agreement at its option, for five, one-year terms; and

WHEREAS, the First Amendment expired on May 24, 2019; and

WHEREAS, the Second Amendment expires on May 24, 2020; and

WHEREAS, the Third Amendment expires on May 24, 2021; and

WHEREAS, the Fourth Amendment expires on May 24, 2022; and

WHEREAS, to allow Consultant to continue providing property tax management services to the City, the City and Consultant desire to extend the term of the Agreement; and

WHEREAS, for the reasons set forth herein, the Parties desire to enter into this Amendment No. 5 and have agreed to amend Section 1 (Term) as set forth below.

AMENDMENT

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

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

Section 1. TERM This Agreement shall commence on the Effective Date, and shall remain and continue in effect until May 24, 2023, unless sooner terminated pursuant to the provisions of this Agreement. Notwithstanding the foregoing, the City may extend the Agreement at its option, for five, one-year terms.

Signature block on next page

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

“CITY”

City of La Puente

By: _____
Bob Lindsey, City Manager

“CONSULTANT”

HdL Coren & Cone

By: Nichole E. Coren

Attest:

By: _____
Sheryl Garcia, City Clerk

Approved as to form:

By: _____
Victor Ponto, City Attorney



City of La Puente

AGENDA REPORT

To: Mayor and City Council

For meeting of: March 08, 2022

From: Bob Lindsey, City Manager

By: Troy O. Grunklee, CPA, Director of Administrative Services
Alex Merkel Medina, Finance Manager

SUBJECT: CONSIDERATION OF A RESOLUTION AMENDING THE FISCAL YEAR
2021/2022 OPERATING AND CAPITAL BUDGETS

BACKGROUND

The City Council adopted the fiscal year 2021-2022 Budget and Capital Improvement Program on May 25, 2021.

DISCUSSION

On November 09, 2021, the City Council approved an agreement with Sysco Energy Solutions for the design and construction of energy efficient upgrades to various City facilities. The total contract price is \$3,586,056, and the expenditure expected in Fiscal Year 2021/22 is approximately \$897,000.

In January of 2022, the City issued 2022A Certificates of Participation (COPs) resulting in proceeds of \$3,758,856 in order to finance this capital project.

This resolution will formally incorporate these items into the Fiscal Year 2021/22 budget.

FISCAL IMPACT

In the Capital Projects Fund, revenue appropriations are increased by \$3,758,900 and expenditure appropriations are increased by \$897,000.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 22-5697 amending the adopted Operating and Capital Budgets for Fiscal Year 2021/22.

ATTACHMENTS

Attachment "A": Resolution No. 22-5697

RESOLUTION NO. 22-5697

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE, CALIFORNIA, AMENDING THE
ADOPTED OPERATING BUDGET AND CAPITAL
BUDGET FOR FISCAL YEAR 2021/2022**

WHEREAS, on May 25, 2021, the City Council approved and adopted the Fiscal Year (“FY”) 2021-22 budget and capital improvement program; and

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

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

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

SECTION 2. The City of La Puente’s Operating Budget for Fiscal Year 2021-2022 is hereby amended to increase revenue appropriations in the Capital Projects Fund (Fund 400) in the amount of \$3,758,900.

SECTION 3. The City of La Puente’s Capital Budget for Fiscal Year 2021-2022 is hereby amended to increase expenditure appropriations in the Capital Projects Fund (Fund 400) in the amount of \$897,000.

SECTION 4. 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 5. 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 8th day of March, 2022, 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: March 8, 2022

From: Bob Lindsey, City Manager

By: John Di Mario, Director of Development Services

SUBJECT: CONSIDERATION OF A MAINTENANCE SERVICES AGREEMENT WITH MOON VALLEY NURSERY FOR THE PURCHASE AND INSTALLATION OF LARGE SPECIES TREES AT LA PUENTE PARK IN THE AMOUNT OF \$431,748.83

BACKGROUND

Included in the State of California's budget for Fiscal Year 2021-2022 was an allocation to the City of La Puente for improvements and enhancements at La Puente Park. This allocation is being administered through the California Department of Parks and Recreation ("CDPR") as a specified grant that can be used to complete capital projects based on the previously Council approved Parks Master Plan. The approximate amount of the specified grant is \$6.4 million.

At the meeting of October 26, 2021, the City Council approved Resolution No. 21-5666, approving the application(s) for the Specified Grant Funds with the CDPR. In addition, the City has received grant funding from the Rivers and Mountains Conservancy for the planting of trees at La Puente.

DISCUSSION

On February 10, 2022, the City issued a Notice Inviting Bids (that was published in the San Gabriel Valley Tribune) soliciting sealed bids for the purchase and installation of 82 large species mature trees at La Puente Park. As per the bid documents, the tree species range in age from 4 years to 45+ with heights at time of planting from 14 feet to 26 feet.

The bid opening took place on February 22, 2022. The City received one (1) bid submittal for the project as listed below:

Moon Valley Nursery	\$ 431,748.83
---------------------	---------------

After the process of reviewing and verifying the contractor's bid submittal, Moon Valley Nursery has been determined to be the lowest responsible bidder for the project.

FISCAL IMPACT

The bid schedule for this project totals \$431,748.83. With a 10 percent (10%) project contingency of \$43,175 the total project budget is \$474,923.83. Funding is available for this project utilizing the grants from the Rivers and Mountains Conservancy and the Specified Grant through the CDPR.

RECOMMENDATION

It is recommended that the City Council: (1) award the contract to Moon Valley Nursery in the amount of \$431,748.83; and (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount.

ATTACHMENTS

Attachment "A": Agreement

CITY OF LA PUENTE
MAINTENANCE SERVICES AGREEMENT

This MAINTENANCE SERVICES AGREEMENT (“Agreement”), is made and effective as of March 8, 2022 (“Effective Date”), between the City of La Puente, a municipal corporation (“City”) and Moon Valley Nursery of California, a California Corporation (“Contractor”). The City and Contractor are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

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

2. SERVICES

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

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

(c) Contractor shall perform all Services in a manner reasonably satisfactory to the City and in a first-class manner in conformance with the standards of quality normally observed by an entity providing tree planting and installation services, serving a municipal agency.

(d) 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, Contractor shall not perform any work for another person or entity for whom Contractor was not working on the Effective Date if both (i) such work would require 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 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.* 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 Contractor was an employee, agent, appointee, or official of the City in the previous twelve (12) months, Contractor warrants that it did not participate in any manner in the forming of this Agreement. Contractor understands that, if this Agreement is made in violation of Government Code §1090 *et. seq.*, the entire Agreement is void and Contractor will not be entitled to any compensation for Services performed pursuant to this Agreement, and Contractor will be required to reimburse the City for any sums paid to the Contractor. 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.

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

3. MANAGEMENT

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

4. PAYMENT

(a) The City agrees to pay Contractor monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed four hundred seventy-four thousand nine-hundred twenty three dollars and eighty three cents (\$474,923.83) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. LABOR CODE AND PREVAILING WAGES

(a) Contractor represents and warrants that it is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the

payment of prevailing wage rates and the performance of other requirements on "Public Works" and "Maintenance" projects. If the Services are being performed as part of an applicable "Public Works" or "Maintenance" project, as defined by the Prevailing Wage Laws, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and any location where the Services are performed. Contractor shall indemnify, defend and hold harmless, the City, its elected officials, officers, employees and agents, from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsel fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, Contractor's or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of Contractor, failure or alleged failure to comply with Prevailing Wage Laws.

(b) In accordance with the requirements of Labor Code Section 1776, Contractor shall keep accurate payroll records which are either on forms provided by the Division of Labor Standards Enforcement or which contain the same information required by such forms. Contractor shall make all such records available for inspection at all reasonable hours.

(c) To the extent applicable, Contractor shall comply with the provisions of Section 1777.5 of the Labor Code with respect to the employment of properly registered apprentices upon public works.

(d) Contractor shall comply with the legal days work and overtime requirements of Sections 1813 and 1815 of the Labor Code.

(e) If the Services are being performed as part of an applicable Public works or Maintenance project, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Agreement and require the same of any subcontractors, as applicable. This Services set forth in this Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements.

6. SUSPENSION OR TERMINATION OF AGREEMENT

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

(b) In the event this Agreement is terminated pursuant to this Section, the City shall pay to Contractor the actual value of the work performed up to the time of termination, provided that the work performed is of value to the City. Upon termination of the Agreement pursuant to this Section, the Contractor shall submit an invoice to the City pursuant to Section 4 of this Agreement.

7. OWNERSHIP OF DOCUMENTS

(a) Contractor shall maintain complete and accurate records with respect to sales, costs, expenses, receipts, and other such information required by City that relate to the performance of services under this Agreement. 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. 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.

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

8. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, 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 caused in whole or in part by any negligent or wrongful act, error or omission of Contractor, its officers, agents, employees or Subcontractors (or any agency or individual that 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, 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), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or agency for which Contractor is legally liable, including but not limited to officers, agents, employees or subcontractors of 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, Contractor shall have an immediate duty to defend the City at Contractor's cost or at City's option, to reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters.

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

9. INSURANCE

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

10. INDEPENDENT CONTRACTOR

(a) Contractor is and shall at all times remain as to the City a wholly independent consultant and/or independent contractor. The personnel performing the services under this Agreement on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, employees, or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents, except as set forth in this Agreement. Contractor shall not at any time or in any manner represent that it or any of its officers, employees, or agents are in any manner officers, employees, or agents of the City. Contractor shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

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

11. LEGAL RESPONSIBILITIES

The Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and

regulations. The City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of the Contractor to comply with this Section.

12. UNDUE INFLUENCE

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

13. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

14. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

15. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt

showing date and time of delivery, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

If to City:

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

With a copy to:

Victor Ponto, City Attorney
Olivarez Madruga Lemieux O'Neill, LLP
500 S. Grand Ave., 12th Floor
Los Angeles, CA 90071
Tel: (909) 781-7723
vponto@omlowlaw.com

If to Contractor:

Ryan Gillis, General Manager
Moon Valley Nursery
3000 B Street
La Verne, CA 91750
Tel: (909) 766-6076
rgillis@mvncorp.com

16. ASSIGNMENT

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

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

Notwithstanding Contractor's use of any subcontractor, Contractor shall be responsible to the City for the performance of its subcontractor as it would be if Contractor had performed the Services itself. Nothing in this Agreement shall be deemed or construed to create a contractual relationship between the City and any subcontractor employed by Contractor. Contractor shall be solely responsible for payments to any subcontractors. Contractor shall indemnify, defend and hold

harmless the Indemnified Parties for any claims arising from, or related to, the services performed by a subcontractor under this Agreement.

17. GOVERNING LAW/ATTORNEYS' FEES

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

18. ENTIRE AGREEMENT

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

19. SEVERABILITY

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

20. COUNTERPARTS

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

21. CAPTIONS

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

22. WAIVER

The waiver by City or Contractor of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No

term, covenant or condition of this Agreement shall be deemed to have been waived by City or Contractor unless in writing.

23. REMEDIES

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

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CITY”
City of La Puente

“CONTRACTOR”
Moon Valley Nursery of California

By: _____
Bob Lindsey, City Manager

By: _____
Name:
Title:

Attest:

By: _____
Sheryl Garcia, City Clerk

Approved as to form:

By: _____
Victor Ponto, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

The work to be done consists of furnishing all materials, equipment, tools, labor, and incidentals as required for planting and installation of large species mature trees at La Puente Park per the bid schedule. The general items of work include the following:

- Contractor shall provide City tree spotting services for planting along with a Certified arborist.
- Tree site excavating shall be by hand or with proper equipment to limit possible damage to below grade utilities and irrigation lines
- Tree planting shall include soil amendments and mulch blend and fertilizing with double staking
- Any damaged irrigation lines that may occur while planting the trees shall be repaired at the cost of the Contractor
- Contractor shall provide all necessary operating equipment for tree unloading and planting including, but not limited to, reach forks, overhead cranes, spider cranes, etc.
- All supplied trees are to be certified disease free by arborists and verification of weekly inspection by the Agriculture Department
- Contractor shall be able to complete this process in 30 days from time of contract award; unless otherwise adjusted per the City
- Contractor shall be able to store any or all products at their facility until planting occurs at City park
- Should the City have any issue related to the clearing or ability to plant any or all of the trees in specified park areas, Contractor shall store such trees without charge at their facility for a period of up to (6) months.

LOCATION OF WORK

The project is located at the La Puente Park, 501 North Glendora Avenue, La Puente CA.

TIME FOR COMPLETION

The Contractor shall complete all work in every detail within 30 working days after the date in the Notice to Proceed, unless otherwise adjusted by City.

NOTIFICATION

The Contractor shall notify the John Di Mario, in writing, not less than 48 hours prior to starting the project.

EMERGENCY INFORMATION

The names, addresses, and telephone numbers of the Contractor and subcontractors, or their representatives, shall be filed with the City prior to beginning work.

EXHIBIT B

RATE SCHEDULE

(Completed Bid Schedule to be inserted)

**BID SCHEDULE
FOR**

**PURCHASE AND INSTALLATION OF LARGE SPECIES TREES AT LA PUENTE PARK
IN THE CITY OF LA PUENTE**

ITEM NO.	DESCRIPTION	UNIT	ESTIMATED QUANTITY	UNIT PRICES	EXTENDED AMOUNT
1.	Coral Tree 15-17 Feet	EA	12	\$2,333.33	\$27,999.96
2.	Coast Live Oask (a) 20 - 22 Feet	EA	10	\$7,333.33	\$73,333.30
3.	Coast Live Oak (b) 24-26 Feet	EA	10	\$9,999.99	\$99,999.90
4.	Lemon Eureka 8-10 Feet	EA	6	\$7,333.33	\$73,333.30
5.	Orange Navel 8-10 Feet	EA	6	\$7,333.33	\$73,333.30
6.	Palo Blanco 13-15 Feet	EA	12	\$2,333.33	\$27,999.96
7.	Palo Verde (a) 15-17 Feet	EA	2	\$2,333.33	\$4,666.66
8.	Palo Verde (b) 18-20 Feet	EA	2	\$7,333.33	\$14,666.66
9.	Pistache Red Push 15-17 Feet	EA	10	\$2,333.33	\$23,333.30
10.	Redbud Forest Pansy 15-17 Feet	EA	5	\$2,333.33	\$11,666.65
11.	Redbud Western 7-8 Feet	EA	5	\$699.99	\$3,499.95

12.	Cranes, reach forks, spider cranes, etc.	LS	2-Day Crane Rental	\$2,500.00 a day (x2)	\$ 5,000.00
13.	Tree Warranty/Protection Plan*	LS	Huge x5- \$150 Giant x10- \$500 CSpec x6- \$1,000 ESpec x6- \$3,000	\$	\$25,750 total for list
TOTAL BID SCHEDULE IN FIGURE:					\$ 431,748.83
TOTAL BID SCHEDULE IN WORDS:					Before Tax: \$404,316.28 After Tax: \$431,748.83
<u>Four Hundred Thirty-One Thousand Seven Hundred Forty-Eight Dollars and 83/100 cents</u>					

* See Notice Inviting Bids for requirements of Warranty/Protection Plan

EXHIBIT C

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is

made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

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

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

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

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

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



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: March 8, 2022

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director
Juan Galvan, Assistant Planner

SUBJECT: CONSIDERATION OF AUTHORIZATION TO SOLICIT BIDS FOR PHASE 2 OF THE BUS SHELTER REPLACEMENT/INSTALLATION PROJECT AT VARIOUS LOCATIONS IN THE CITY

BACKGROUND

At the City Council meeting of June 28, 2016, the Council approved the plans and specifications for Phase 1 of replacing 11 bus shelters in the City. The Council awarded a contract on September 13, 2016, and installation was completed on June 13, 2017 for \$249,445.00.

Subsequently, the City applied for and was awarded another \$40,000 in grant funds through the 8th phase of the Bus Stop Enhancement Program ("BSEP") through Foothill Transit ("Foothill") for Phase 2. The grant can be used to replace all aspects of specific bus shelter locations in the City serviced by Foothill Transit. The City applied for the maximum amount of funding under the grant to improve ten (10) bus shelters in the City. Foothill will provide \$40,000 for Phase 2 of the project, with the balance coming from the City's Prop A Fund Balance.

DISCUSSION

The City Engineer has prepared plans and specifications for the required public bidding of this Phase 2 project. The project will consist of removing and installing new shelter structures at seven (7) locations (consisting of 10 bus shelters) in the City. The project plans and specifications are available for review in the City Clerk's office.

The shelter locations to be replaced in Phase 2 are shown in Attachment A. The proposed shelter style in Phase 2 will continue the same design from the previous approved Phase 1 project (see Figure A). The shelter color will continue with the deep grey with a dark green undertone. The shelters will also display the La Puente color banner logo (now vandal proof) on each side of the shelter. Furthermore, this project will also include the installation of City logo signs on those shelters installed as part of Phase 1 as well as the existing reconditioned shelters in the City that were previously powder coated.

Figure A: Phase 1 Replacement Shelters



Authorization to Solicit Bids: March 8, 2022
Bid Opening: March 31, 2022
Award of Contract: April 14, 2022
Construction Begins (Projected): May 15, 2022
Construction Ends (Projected): August 15, 2022

FISCAL IMPACT

The Fiscal Year 2021-2022 Capital Improvement Project budget includes \$250,000 from Prop A funds and \$40,000 of the Foothill Transit grant funds, totaling \$290,000 for this project in the current fiscal year. A budget amendment utilizing available Prop A funds may be necessary following the bid opening when the City Council considers awarding the contract for this project.

RECOMMENDATION

It is recommended that the City Council: (1) approve the plans and specifications for the Bus Shelter Replacement/Installation Project; and (2) authorize staff to solicit bids.

ATTACHMENTS

Attachment “A”: Location Map
Attachment “B”: Specifications and Project Plans (on file in the City Clerk’s Office for public review)



LOCATION MAP

NTS



ATTACHMENT A



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: March 8, 2022

From: Bob Lindsey, City Manager

By: Victor M. Ponto, City Attorney
Stephanie Arechiga, Associate Attorney

SUBJECT: SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING SECTION 2.04.120(c) (RULES OF DECORUM FOR MEETINGS) OF THE LA PUENTE CITY MUNICIPAL CODE TO PERMIT THE CITY COUNCIL TO AMEND THE RULES OF DECORUM FOR ADDRESSING THE CITY COUNCIL THROUGH RESOLUTION

BACKGROUND/DISCUSSION

At its meeting of February 8, 2022, the City Council directed staff to bring forward a discussion regarding the adopted Rules of Decorum, specifically as they relate to time limits for public speakers. Pursuant to Ordinance No. 843, the City has a five-minute time limit for each person addressing the City Council during City Council meetings.

The City Council values the participation of members of the public, as it is an important aspect of a transparent government. The City Council understands that time constraints on public comments are necessary at times, to ensure all items on the agenda are covered in a timely matter.

At its meeting of February 22, 2022, the City Council introduced Ordinance No. 22-978 amending the City's Rules of Decorum to set the allotted time per speaker to three minutes and allow future increases or decreases of the set time via resolution. If adopted, the Ordinance No. 22-978 will take effect on April 7, 2022, with the April 12, 2022, meeting being the first meeting to employ the 3-minute cap.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council adopt Ordinance No. 22-978 Amending Section 2.04.120(c) (Rules of Decorum for Meetings) of the La Puente City Municipal Code to Permit the City Council Amend the Rules of Decorum for Addressing the Council through Resolution.

ATTACHMENTS

Attachment "A": Ordinance No. 22-978

ORDINANCE NO. 22-978

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, AMENDING SECTION 2.04.120 (c) (RULES OF DECORUM FOR MEETINGS) OF THE LA PUENTE CITY MUNICIPAL CODE TO PERMIT THE CITY COUNCIL AMEND THE RULES OF DECORUM FOR ADDRESSING THE COUNCIL THROUGH RESOLUTION

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

WHEREAS, on September 22, 1998, the City Council of the City of La Puente (“City Council”) adopted Ordinance No. 767 adding Section 2.04.120 (Rules of Decorum for Meetings) to the La Puente Municipal Code; and

WHEREAS, on March 14, 2006, the City Council adopted Ordinance No. 843, implementing a five-minute limit for each person addressing the City Council during City Council Meetings; and

WHEREAS, the City Council wishes to modify section 2.04.120(c) regarding the rules for Addressing the Council to allow the allotted time for each person addressing the Council to be modified by resolution.

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

Section 1. Findings.

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

Section 2. La Puente Municipal Code Amendment.

Section 120 (Rules of decorum for meetings) of Chapter 2.04 (City Council) of Title 2 (Administration) of the La Puente City Municipal Code is amended in its entirety to read as follows:

“2.04.120 Rules of decorum for meetings.

- (a) Decorum. Meetings of the city council must be conducted in an orderly manner to ensure that the public has an opportunity to be heard and that the council’s deliberative process is not disrupted. The presiding officer of the council, whether the mayor, mayor pro tem or, in their absence, another member so designated by the council, is responsible for maintaining the order and decorum of meetings.*

- (b) *Rules of Decorum. While any meeting of the city council is in session the following rules of order and decorum must be observed:*

- 1) *Persons Addressing the Council. Public oral communications at city council meetings should not be a substitute for addressing any item that can be handled during the city's normal business hours. The primary purpose of oral communications is to allow citizens the opportunity to formally comment to the city council, as a body, on matters that are within the subject matter jurisdiction of the city council and that cannot be handled during the regular business hours of the city government.*

A person wishing to address the council during the period set aside for oral communications must submit a request on a form provided by the city clerk; these requests may be submitted at any time before or during the portion of the meeting that is devoted to oral communications; provided, however, that these requests must be submitted prior to the conclusion of the first speaker's remarks. Speakers shall be heard by the city council in the order that the request forms are submitted to the city clerk; provided, however, that the city council, by motion, may approve a request by a speaker to be heard at the beginning of oral communications.

Each person who addresses the council must do so in an orderly manner and must not make personal, impertinent, slanderous, or profane remarks to any member of the council, staff, or general public. Any person who makes such remarks, or who utters loud, threatening, personal, or abusive language, or who engages in any other disorderly conduct that disrupts, disturbs, or otherwise impedes the orderly conduct of any council meeting will, at the discretion of the presiding officer or a majority of the council, be barred from further audience before the council during that meeting.

- 2) *Members of the Audience. No person in the audience at a council meeting may engage in disorderly or boisterous conduct, including the utterance of loud, threatening, or abusive language, whistling, stamping of feet or other acts that disturb, disrupt, or otherwise impede the orderly conduct of the council meeting. Any person who behaves in this manner may, at the discretion of the presiding officer or a majority of the council, be barred from further audience before the council during that meeting.*

- (c) *Addressing the Council. No person may address the council without first being recognized by the presiding officer. The following procedures must be observed by persons addressing the council:*

- 1) *Each person will step up to the podium provided for the use of the public and state his or her name and the organization, if any, that he or she represents.*

- 2) *Any subject that is deemed by the council to be irrelevant may be precluded.*
 - 3) *With regard to items that are listed on the council agenda, the remarks of the speaker must be confined to the subject that is being discussed.*
 - 4) *The remarks of each person must be limited to a combined total of three minutes unless additional time is granted by the presiding officer of the council, in conjunction with oral communication presented by that person to the council and La Puente Successor Agency oral communication.*
 - 5) *The council may either increase or decrease the total allotted time set forth in section (4) by resolution.*
 - 6) *All remarks must be addressed to the presiding officer and not to any single member of the council unless in response to a question from that member.*
- (d) *Rules of Debate and Decorum among Councilmembers. The following rules apply to all councilmembers at meetings:*
- 1) *By Councilmembers. While the council is in session, the members must preserve order and decorum, and a member must not, by conversation or otherwise, delay or interrupt the proceedings of the council, nor disturb any member while speaking, nor refuse to obey the orders of the council or its presiding officer, except as otherwise provided in this section.*
 - 2) *Getting the Floor—Improper References to be Avoided. Every member desiring to speak must address the chair and, upon recognition by the presiding officer, must confine all remarks to the question under debate.*
 - 3) *Interruptions. Once recognized, a member must not be interrupted when speaking unless it is to call that member to order, or as otherwise provided in this section. If a member is called to order while speaking, that member must cease speaking until the question of order is determined and, if in order, the member will be permitted to proceed.*
 - 4) *Appeals. Any ruling of the mayor may be appealed at the request of a councilmember. The mayor must call for a roll call vote to determine whether the council concurs with the ruling.*
 - 5) *Motion to Reconsider. A motion to reconsider any action taken by the council may be made only on the same day that such action was taken. It may be made immediately during the same session or at a recessed or adjourned session. The motion must be made by one on the prevailing side, but it may be seconded by any member. It may be made at any time, it has precedence over all other motions, and it is debatable.*

- 6) *Precedence of Motions. When a motion is pending before the council, no additional motion may be entertained except:*
- A. *Motion to Amend. This motion is debatable only as it relates to the amendment. Amendments are voted on first, and the vote on the main motion is last. A motion may be amended more than once with each amendment being voted on separately. There may be only one amending motion on the floor at any one time. A new main motion is in order if the intent of the original motion is changed fundamentally.*
 - B. *Motion to Postpone. A motion to postpone indefinitely is debatable. If this motion is adopted, the principal question is lost. A motion to postpone to a definite time is subject to debate and amendment as it relates to the propriety of the postponement and the time that is set to consider the matter.*
 - C. *Motion to Table. This motion is not debatable and not subject to amendment. The purpose of a motion to table is to suspend consideration of an item until such time as it is removed from the table. If a motion to table is adopted, the item will remain tabled through all subsequent meetings of the city council. An item that has been tabled may be removed from the table only by the affirmative vote of a majority of the members of the city council.*
- 7) *Effect of Abstention. Unless an abstention from a vote is declared, a councilmember's silence will be recorded as an affirmative vote. An abstention is not counted as either an affirmative or a negative vote, but it is counted for purposes of a quorum, unless the abstention is due to a conflict of interest.*
- 8) *Time Limits on Debate. Discussion by any councilmember who makes a motion will be limited to five minutes of debate at the time of making the motion and an additional five minutes after debate by all other councilmembers has been completed. Each councilmember not making a motion is limited to five minutes debate on that motion. The time limits delineated in this subsection may not be divided or allocated so as to permit any councilmember to speak more than once on a particular matter.*
- 9) *Removal of Items from the Consent Calendar. One or more items may be removed from the consent calendar so that those items may be considered individually by the city council, if a motion to remove the item or items is approved by the affirmative vote of a majority of the members of the city council.*

(e) *Enforcement of Decorum. The rules of decorum set forth above will be enforced in the following manner:*

- 1) Warning. The presiding officer may request that a person who is breaching the rules of decorum be orderly and silent. After receiving a warning from the presiding officer, if a person persists in disturbing the meeting, the presiding officer may order that person to leave the council meeting. If that person does not leave, then the presiding officer may order any law enforcement officer who is on duty at the meeting as sergeant-at-arms to remove that person from the council chambers.*
- 2) Removal. Any law enforcement officer who is serving as sergeant-at-arms at the council meeting must carry out all orders and instructions given by the presiding officer for the purpose of maintaining order and decorum at the council meeting. Upon direction from the presiding officer, it is the duty of the sergeant-at-arms to remove from the council meeting any person who is disturbing the proceedings of the council.*
- 3) Resisting Removal. Any person who resists removal by the sergeant-at-arms may be charged with a violation of this section.*
- 4) Penalty. Any person who violates any provision of this section will, pursuant to Section 1.08.040 of this code, be guilty of a misdemeanor.*
- 5) Motion to Enforce. If the presiding officer of the council fails to enforce the rules set forth above, any member of the council may move to require such enforcement, and an affirmative vote of a majority of the council will require that action. If the presiding officer of the council fails to carry out the will of a majority of the council, the majority may designate another member of the council to act as presiding officer for the limited purpose of enforcing any rule of this section that it wishes enforced.*
- 6) Adjournment. If a meeting of the council is disturbed or disrupted in such a manner as to make infeasible or improbable the restoration of order, the meeting may be adjourned or continued by the presiding officer or by a majority of the council, and any remaining council business may be considered at the next meeting.*

Section 3. CEQA Findings.

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

Section 4. Clerical Errors.

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

Section 5. Severability.

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

Section 6. Effective Date.

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

Section 7. Publication.

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

PASSED, APPROVED AND ADOPTED this 8th day of March, 2022, 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: March 8, 2022

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director
Juan Galvan, Assistant Planner

SUBJECT: CONSIDERATION OF A PURCHASE ORDER CONTRACT WITH ACE FENCING CO FOR THE INSTALLATION OF FENCING AT LA PUENTE PARK IN THE AMOUNT OF \$49,035.60

BACKGROUND/DISCUSSION

The City Council previously approved removing and replacing the existing galvanized chain-link fence at the Maintenance Yard (“Yard”) and replacing it with vinyl coated black chain link fencing. Following the completion of the fencing project at the Yard, Staff has identified the need to replace 1,200 linear feet of galvanized chain-link fence between the school district access road and La Puente Park with the same vinyl coated black chain link fencing to have consistency of fencing along the southern property line of the Park near the new playgrounds and Community Center building.

Section 2.21.020 (b) (1) of the La Puente Municipal Code authorizes the City to contract for public works projects by negotiated contract or purchase order, when the price of the project is under certain established thresholds. The current threshold per Section 22032 (a) of the California Public Contracts Code is \$60,000.

Staff has obtained a bid proposal from Ace Fencing Co. in the amount of \$49,035.60 to remove and replace the existing galvanized chain-link fencing between the school district access road and the Park with the new vinyl coated black chain link fencing.

FISCAL IMPACT

The price for the project is \$49,035.60 with a 10 percent (10%) project contingency of 4,903.56 which brings the total project cost to \$53,939.16. Funding for this project is available through the California Department of Parks and Recreation Specified Grant.

RECOMMENDATION

It is recommended that the City Council: (1) approve the purchase order contract with Ace Fencing Co. in the amount of \$49,035.60; and (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount.

ATTACHMENTS

None



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: March 8, 2022

From: Bob Lindsey, City Manager

SUBJECT: DISCUSSION AND DIRECTION REGARDING ESTABLISHMENT OF A
BUILDING RECOGNITION PROGRAM (MAYOR KLINAKIS)

BACKGROUND/DISCUSSION

Mayor Klinakis has requested a discussion regarding the establishment of a building recognition program in the City of La Puente, including parameters for inclusion in the program and plaques to be placed on buildings.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council discuss this item and provide any necessary direction to Staff.

ATTACHMENTS

None.