

CITY OF LA PUENTE
PUBLIC PARTICIPATION IN CITY COUNCIL MEETINGS

Given current Covid-19 restrictions and social distancing guidelines issued by federal, state and local agencies, the City has implemented the following procedures for participation in City Council meetings, until further notice. Members of the City Council/Successor Agency may participate from a remote location via teleconference.

How to Listen Live to the Meeting

Live Audio/Video: Visit the City's website at <https://lapuente.org/agenda/>. Click on "View Event" for the current meeting to view it live.

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

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

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

How to Submit Public Comment

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

In Person: Public comment may be provided in-person at City Hall, 15900 E. Main Street. Use of face coverings and social distancing is encouraged.

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

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

Cómo escuchar la reunión en vivo

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

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

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

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

Cómo enviar comentarios públicos

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

En persona: Los comentarios públicos se pueden proporcionar en persona en el Ayuntamiento, 15900 E. Main Street. Se recomienda el uso de mascarillas y el distanciamiento social.

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



**REGULAR MEETING OF
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
COUNCIL CHAMBERS
15900 EAST MAIN STREET, LA PUENTE**

JUNE 28, 2022

7:00 P.M. REGULAR SESSION

CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

PRESENTATIONS – None

ORAL COMMUNICATIONS

If you wish to address the City Council/Successor Agency on an item other than a public hearing matter, complete the Request for Oral Presentation form and submit it to the City Clerk no later than prior to the conclusion of the first speaker's remarks. All speakers are requested to observe the City's Rules of Decorum when addressing the City Council. (LPMC section 2.04.120.)

BOARDS/COMMISSION/COMMITTEE REPORTS

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

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

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS

A-1 READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETING OF JUNE 14, 2022

Staff Recommendation: It is recommended that the City Council and Successor Agency waive the reading and approve the Minutes of the City Council and Successor Agency meeting of June 14, 2022.

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL

B-1 CONSIDERATION OF PROPOSED ANNUAL SEWER LEVY REPORTS FOR COLLECTION OF SEWER CAPITAL CHARGES AND SEWER MAINTENANCE CHARGES AND ADOPTION OF RESOLUTIONS CONFIRMING SEWER CHARGE RATES FOR FISCAL YEAR 2022-2023

Staff Recommendation: It is recommended that the City Council: (1) open the public hearing and receive public input; and (2) adopt Resolution No. 22-5732 confirming the Fiscal Year 2022-2023 sewer capital charge; and (3) adopt Resolution No. 22-5733 confirming the Fiscal Year 2022-2023 sewer maintenance charge.

C. UNFINISHED BUSINESS OF THE CITY COUNCIL – None

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

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

D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT REGISTER NO. 1532

Staff Recommendation: It is recommended that the City Council and Successor Agency adopt Resolution No. 22-5734 approving Warrant Register No. 1532.

D-2 PRESENTATION OF MAY 2022 REQUISITION SUMMARY REPORT

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

D-3 PRESENTATION OF MAY 2022 INVESTMENT REPORT

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

D-4 CONSIDERATION OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC. FOR STREET TREE TRIMMING AND URBAN FORESTRY SERVICES TO EXTEND THE TERM

Staff Recommendation: It is recommended that the City Council approve Amendment No. 3 to the Professional Services Agreement with West Coast Arborists, Inc. to extend the term to June 30, 2023.

D-5 CONSIDERATION OF AMENDMENT NO. 1 TO THE MAINTENANCE SERVICES AGREEMENT WITH LANDSCAPE WEST MANAGEMENT SERVICES, INC. FOR LANDSCAPING SERVICES TO EXTEND THE TERM

Staff Recommendation: It is recommended that the City Council approve Amendment No. 1 to the Maintenance Services Agreement with Landscape West Management Services, Inc. to extend the term to June 30, 2023.

- D-6 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH WESTBERG + WHITE, INC. FOR ARCHITECTURAL DESIGN SERVICES FOR THE CENTER RESTROOM AT LA PUENTE PARK IN THE AMOUNT OF \$47,200.00

Staff Recommendation: It is recommended that the City Council: (1) approve the Agreement with Westberg + White, Inc. for Architectural Design Services in the amount of \$47,200.00; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

- D-7 CONSIDERATION OF REJECTION OF ALL BIDS AND AUTHORIZATION TO RE-ADVERTISE THE BUS SHELTER REPLACEMENT/INSTALLATION PROJECT AT VARIOUS LOCATIONS IN THE CITY

Staff Recommendation: It is recommended that the City Council: (1) reject all bids received for the Bus Shelter Replacement/Installation Project at Various Locations in the City; and (2) authorize staff to re-advertise the project for new bids.

- D-8 CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH KSK FACILITIES SERVICES, INC. FOR JANITORIAL SERVICES FOR CITY HALL, THE SENIOR CENTER AND COMMUNITY CENTER/YOUTH LEARNING TO EXTEND THE TERM

Staff Recommendation: It is recommended that the City Council approve Amendment No. 1 to the Professional Services Agreement with KSK Facility Services, Inc. to extend the term to June 30, 2023.

- D-9 CONSIDERATION OF A RESOLUTION RESCINDING RESOLUTION NO. 22-5720 AND AMENDING THE COMPREHENSIVE PERSONNEL SYSTEM FOR FULL-TIME POSITIONS AND RATES FOR CITY EMPLOYEES, AND APPROVAL OF A JOB DESCRIPTION FOR THE SENIOR CODE ENFORCEMENT SUPERVISOR POSITION

Staff Recommendation: It is recommended that the City Council: (1) adopt Resolution No. 22-5735 rescinding Resolution No. 22-5720 and approving authorized full-time positions and salary ranges; and (2) approve the job description for the Senior Code Enforcement Supervisor position.

- D-10 CONSIDERATION OF A RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-2023 FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

Staff Recommendation: It is recommended that the City Council adopt Resolution No. 22-5736 adopting a list of projects for Fiscal Year 2022-2023 funded by SB1: the Road Repair and Accountability Act of 2017.

- D-11 CONSIDERATION AND APPROVAL OF A 30-DAY RESOLUTION REGARDING THE CONDUCT OF TELECONFERENCED MEETINGS OF THE CITY COUNCIL AND OTHER CITY BODIES UNDER THE MODIFIED RULES SET FORTH UNDER GOVERNMENT CODE SECTION 54953(E) AND OTHER APPLICABLE PROVISIONS AS AMENDED BY AB 361

Staff Recommendation: It is recommended that the City Council adopt Resolution No. 22-5737, authorizing the City Council, City Boards, and all Commissions of the City continue to hold teleconferenced meetings from June 28, 2022, through July 28, 2022.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 PRESENTATION OF MAY 2022 BUDGET REPORT

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

E-2 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH HOLT ARCHITECTS, INC. DBA HOLT ARCHITECTS FOR ARCHITECTURAL DESIGN AND ENGINEERING SERVICES FOR CITY COUNCIL CHAMBERS AND ANCILLARY SPACES IN THE AMOUNT OF \$363,901.00

Staff Recommendation: It is recommended that the City Council: (1) approve the Agreement with Holt Architecture, Inc. dba Holt Architects in the amount of \$363,901.00; (2) authorize the City Manager to execute the Agreement on behalf of the City; and (3) provide any necessary direction to Staff.

E-3 PRESENTATION BY GLOBAL URBAN STRATEGIES REGARDING THE CITY'S WEBSITE

Staff Recommendation: It is recommended that the City Council: (1) receive and file the presentation; and (2) provide any necessary direction to Staff.

E-4 CONSIDERATION OF APPOINTMENTS TO THE PLANNING COMMISSION

Staff Recommendation: It is recommended that the City Council reappoint Daniel Stowell and Marty Paz to the Planning Commission for a two-year term.

E-5 CONSIDERATION OF DESIGNATION OF A VOTING DELEGATE AND ALTERNATE(S) FOR THE ANNUAL BUSINESS MEETING (GENERAL ASSEMBLY) AT THE LEAGUE OF CALIFORNIA CITIES 2022 ANNUAL CONFERENCE AND EXPO

Staff Recommendation: It is recommended that the City Council designate a voting delegate and up to two alternates for the Cal Cities 2022 Annual Conference and Expo and authorize the Mayor to affirm the action of the City Council.

E-6 UPDATE, DISCUSSION AND DIRECTION REGARDING CURRENT AND UPCOMING PROJECTS AT LA PUENTE PARK

Staff Recommendation: It is recommended that the City Council: (1) discuss this item and provide any necessary direction to Staff; and (2) authorize the City Manager to negotiate and execute all purchase orders and contracts necessary to carry out City Council's direction.

ADHOC COMMITTEE REPORTS

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

<u>NAME</u>	<u>MEMBERS</u>
1. Code Enforcement	Klinakis/Mendoza
2. La Puente Park Master Plan and Youth Program Oversight	Munoz/Quinones
3. Comprehensive Fee Schedule	Klinakis/Munoz
4. Park Ordinance Oversight	Klinakis/Argudo
5. Project LEAD	Mendoza/Quinones
6. Community Safety and Welfare	Argudo/Quinones
7. Homeless Oversight	Klinakis/Quinones
8. LPQT Action Committee	Mendoza/Quinones

AB 1234 REPORTS

ORAL COMMENTS FROM COUNCIL

ORAL COMMENTS FROM STAFF

ADJOURNMENT

AVAILABILITY

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

AMERICANS WITH DISABILITIES

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

MEETING TIMES

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

CERTIFICATION

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

Dated this 23rd day of June, 2022.



Sheryl Garcia, MMC, CPM
City Clerk

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
REGULAR MEETING OF
JUNE 14, 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.lapueente.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, June 14, 2022, at 7:00 p.m.

CALL TO ORDER

Mayor Klinakis called the meeting to order at 7:03 p.m.

ROLL CALL

Members present: Klinakis, Munoz (via teleconference), Argudo (arrived at 7:05 p.m.)
Mendoza, Quinones.

Members absent: None

Staff members present: City Manager Bob Lindsey, Assistant City Attorney Jesse Jauregui, City Clerk Sheryl Garcia, Director of Administrative Services Troy Grunklee, Director of Development Services John Di Mario, Director of Community Services Alexander Bauman, Office Specialist Christine Soo, and Office Specialist Natalie Romo.

PLEDGE OF ALLEGIANCE

Mayor Klinakis led the Pledge of Allegiance.

PRESENTATIONS

City Manager Lindsey presented Sergeant Bryan M. Smith of the Los Angeles County Sheriff's Department with a special recognition. On behalf of Senator Susan Rubio's office, Laura Brantley presented Sergeant Bryan M. Smith with a certificate of recognition.

City Manager Lindsey presented Monique Villasenor with a certificate of recognition for her exemplary skills in Taekwondo. On behalf of Senator Susan Rubio, Laura Brantley presented Monique Villasenor with a certificate of recognition and wished her well on her endeavors.

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 MAY 16, MAY 24 AND JUNE 2, 2022

A motion was made by Council Member Argudo, seconded by Mayor Pro Tem Munoz, to waive the reading and approve the Minutes of the City Council and Successor Agency meetings of May 16, May 24, and June 2, 2022. The motion carried by the following roll call vote:

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

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL

B-1 CONSIDERATION OF A RESOLUTION ESTABLISHING UNDERGROUND UTILITY DISTRICT NO. 22-01 ALONG AMAR ROAD BETWEEN ORANGE AVENUE AND SUNSET AVENUE

Director of Developmental Services Di Mario provided a PowerPoint presentation regarding the establishment of an underground utility district.

Mayor Klinakis opened the public hearing. There being no members of the public wishing to speak, Mayor Klinakis closed the public hearing.

A motion was made by Council Member Argudo, seconded by Council Member Mendoza to adopt Resolution No. 22-5726 establishing underground utility district No. 22-01 along Amar Road between Orange Avenue and Sunset Avenue. The motion carried by the following roll call vote:

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

C. UNFINISHED BUSINESS OF THE CITY COUNCIL – None

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

Mayor Pro Tem Munoz pulled item D-9 for further discussion.

City Manager Lindsey pulled item D-5 for further discussion.

A motion was made by Council Member Argudo, seconded by Mayor Pro Tem Munoz, to approve Consent Calendar Items D-1 through D-4 and D-6 through D-8. The motion carried by the following roll call vote:

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

D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT REGISTER NO. 1531

Action Taken: The City Council and Successor Agency adopted Resolution No. 22-5727 approving Warrant Register No. 1531.

D-2 CONSIDERATION OF A RESOLUTION CALLING FOR AND GIVING NOTICE OF THE CITY'S NOVEMBER 8, 2022, MUNICIPAL ELECTION, REQUESTING CONSOLIDATION OF THE CITY'S ELECTION WITH THE COUNTY OF LOS ANGELES, REQUESTING THAT THE COUNTY OF LOS ANGELES PROVIDE ELECTION ADMINISTRATION SERVICES, ADOPTING CANDIDATE STATEMENT REGULATIONS AND PROVIDING FOR A SPECIAL ELECTION IN THE EVENT OF A TIE VOTE

Action Taken: The City Council adopted Resolution No. 22-5728 calling for and giving notice of the City's November 8, 2022, election, requesting consolidation of the election with the County of Los Angeles, requesting that the County of Los Angeles provide election administration services, adopting candidate statement regulations and providing for a special election in the event of a tie vote.

D-3 CONSIDERATION OF A CHANGE ORDER WITH PIPE TEC, INC. TO PERFORM SEWER MANHOLE REPLACEMENTS AND STORM DRAIN REPAIR IN THE AMOUNT OF \$48,500.00

Action Taken: The City Council approved a change order with Pipe Tec, Inc. in the amount of \$48,500 to perform sewer manhole replacements and storm drain repair.

D-4 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH DRAKE TRAFFIC CONTROL SERVICES INC FOR SPECIAL EVENT TRAFFIC CONTROL SERVICES IN THE AMOUNT OF \$24,885.00.

Action Taken: The City Council: (1) approved the Professional Services Agreement with Drake Traffic Control Services Inc, in the amount of \$24,885.00; and (2) authorized the City Manager to execute the Agreement on behalf of the City.

D-5 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH WORLD SPACE FOUNDATION TO PROVIDE ENRICHMENT PROGRAMING AT LA PUENTE PARK

This item was pulled by City Manager Lindsey for further discussion.

City Manager Lindsey provided a summary regarding the services by the World Space Foundation and inquired if the City Council would be interested in contributing their American Rescue Plan Act (ARPA) discretionary funds to fund the \$25,000 enrichment program.

Mayor Klinakis, Council Member Quinones, Council Member Mendoza, and Mayor Pro Tem Munoz, each allocated \$5,000 of their ARPA discretionary funds to help fund the program.

Council Member Argudo inquired regarding the timeline of the program and the proposed activities that would be hosted at the park.

Dr. Richard Shope from the World Space Foundation provided a PowerPoint presentation regarding the scope of activities and classes that would be offered during the summer and holiday breaks. He noted that the program would offer educational classes encouraging the exploration of scientific inquiry, climate change, and performing arts.

Mayor Klinakis acknowledged the importance of providing educational programs in addition to the sports programs the City offers and offered to cover the remaining cost of the enrichment program.

A motion was made by Council Member Argudo, seconded by Mayor Klinakis to: (1) approve the Professional Services Agreement for programming provided by the World Space Foundation; (2) authorize the City Manager to execute the agreement on behalf of the City; (3) allocate \$10,000 of Mayor Klinakis' and \$5,000 of Mayor Pro Tem Munoz's, Council Member Mendoza's, and Council Member Quinones' ARPA discretionary funds to the program for a total amount of \$25,000. The motion carried by the following roll call vote:

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

D-6 CONSIDERATION OF A RESOLUTION ADOPTING A STATEMENT OF INVESTMENT POLICY FOR FISCAL YEAR 2022-2023

Action Taken: The City Council adopted Resolution No. 22-5729 approving the City's Statement of Investment Policy for Fiscal Year 2022-2023.

- D-7 CONSIDERATION OF AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH SUPERIOR SECURITY SPECIALISTS, INC. DBA SUPERIOR ALARM SYSTEMS FOR SECURITY CAMERAS AND SPEAKER SYSTEM AT LA PUENTE PARK IN THE AMOUNT OF \$181,000.00

Action Taken: The City Council: (1) approved Amendment No. 1 to the Agreement with Superior Security Specialists, Inc., dba Superior Alarm Systems in the amount of \$181,000.00; (2) and authorized the City Manager to execute the Amendment and approve change orders up to 10% of the original bid amount on behalf of the City.

- D-8 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH SUPERIOR ALARM SYSTEMS FOR THE PURCHASE AND INSTALLATION OF A CITY HALL, COMMUNITY CENTER, SENIOR CENTER, PARK MAINTENANCE OFFICES, AND MAINTENANCE ACCESS ROAD GATE ENTRANCE ACCESS CONTROL READER KEYPADS, FIRE ALARM SYSTEM UPGRADE AND SECURITY SYSTEM UPGRADE AT THE LA PUENTE SENIOR CENTER IN THE AMOUNT OF \$109,700.00

Action Taken: The City Council: (1) approved the Professional Services Agreement with Superior Alarm Systems for the purchase and installation of the access reader keypads and fire and alarm system upgrades in the amount of \$109,700.00; (2) adopted Resolution No. 22-5730 adopting findings to dispense with the competitive bidding process for a purchase order contract with Superior Alarm Systems; and (3) authorized the City Manager to execute the Agreement and approve change orders up to 10% of the original amount, on behalf of the City, all documents necessary to effectuate this action.

- D-9 CONSIDERATION OF AWARD OF CONSTRUCTION CONTRACT TO CALPROMAX ENGINEERING, INC. FOR THE BUS SHELTER REPLACEMENT/INSTALLATION PROJECT AT VARIOUS LOCATIONS IN THE CITY IN THE AMOUNT OF \$362,490.00

This item was pulled by Mayor Pro Tem Munoz for further discussion.

Because several bidders relied on incorrect information provided by a vendor not identified in the bid documents and potential cost savings of re-bidding, Mayor Pro Tem Munoz recommended rebidding the project.

Discussion ensued regarding the consideration to award the bus shelter installation project contract to Calpromax.

Mayor Pro Tem Munoz requested guidance from the City Attorney to which Assistant City Attorney Jauregui recommended that the safest course of action is to rebid the project. He further stated that there is a specific public contract code that allows the City to rebid which would eliminate the possibility of any litigation.

The City Council reached a consensus to remove the item from the agenda and bring it back at the next City Council meeting to reject all bids and authorize the solicitation of bids for the project.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 UPDATE, DISCUSSION AND DIRECTION REGARDING CURRENT AND UPCOMING PROJECTS AT LA PUENTE PARK

City Manager Lindsey provided an update about the La Puente Park grand opening. He further introduced discussion regarding the potential naming and recognition of specific areas within the park.

Mayor Klinakis suggested recognizing State Senator Susan Rubio at the park grand opening. Council Member Argudo added that Senator Rubio helped obtain funding for the La Puente Park and recommended naming an area within the park “Rubio Recreation and Education Complex”. The City Council reached a consensus to name the area near the renovated soccer field and playground “Rubio Recreation and Education Complex”.

City Manager Lindsey reported that the decomposed granite pathways are in the process of installation, that remaining grass areas would be installed June 27, 2022, and that pictorial banners of the remaining projects would be displayed for the community to see. Lastly, he stated that parking lot renovations and solar panel canopies would be installed on July 18, 2022.

Councilmember Quinones inquired about the COVID-19 memorial bench, to which City Manager Lindsey reported that the bench would arrive soon and be displayed the day of the grand opening. Mayor Klinakis recommended unveiling of the bench to the community.

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 and Council Member Mendoza reported reaching out to students at La Puente High School and Nelson Elementary to help Staff prepare for the park grand opening, as well as get a sneak peek tour of the park.

Community Safety and Welfare: Nothing to report.

Homeless Oversight: Nothing to report.

LPQT Action Committee: Council Member Mendoza recognized Director of Community Services Bauman for bringing forth a successful LGBTQ+ resource fair. Council Member Quinones reported that about 300 people attended the event throughout the day and spoke of the organizations who helped provide information to the community.

AB 1234 REPORTS – None.

ORAL COMMENTS FROM COUNCIL

Council Member Mendoza thanked the LA County Sheriff's Department for partnering with the City and contributing their expertise at all events.

Council Member Argudo wished Director of Community Services Bauman a happy birthday and thanked him for being present at the Brunch by the Bridge event. He also expressed appreciation for Senator Susan Rubio and stated that she will always be available to the City should they need help. Lastly, he requested that Staff move forward with assisting St. Louis of France Church with the renovation of their parking lot.

Mayor Klinakis spoke regarding the Bassett pocket park and noted that County Supervisor Hilda Solis put forward a motion to allocate funds to the project. Mayor Pro Tem Munoz noted that the motion would be going to the Bassett Unified School Board for approval.

Council Member Argudo spoke regarding the state's drought issue; the San Gabriel Basin Water Quality Authority webinar on June 21, 2022; policies and monies that elected officials should utilize to develop long-term water conservation policies.

Mayor Pro Tem Munoz spoke regarding the role of the San Gabriel Basin Water Quality Authority, as well as the importance of elected officials addressing water cleanup and conservation.

Mayor Klinakis suggested inviting a representative from Sacramento to provide a report regarding the severity of the states' drought and combating misinformation about the issue.

ORAL COMMENTS FROM STAFF

City Manager Lindsey noted that the facility leasing agreement for the proposed Senior Center at La Puente Park would be going for approval by the Hacienda La Puente Unified School District school board.

ADJOURNMENT

There being no further business before the City Council, Mayor Klinakis adjourned the meeting at 8:52 p.m. in memory of El Monte Police Department's Corporal Michael Paredes and Officer Joseph Santana.

Approved this 28th day of June, 2022.

Sheryl Garcia
City Clerk

Charlie Klinakis
Mayor/Chair



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: June 28, 2022

From: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION OF PROPOSED ANNUAL SEWER LEVY REPORTS FOR COLLECTION OF SEWER CAPITAL CHARGES AND SEWER MAINTENANCE CHARGES AND ADOPTION OF RESOLUTIONS CONFIRMING SEWER CHARGE RATES FOR FISCAL YEAR 2022-2023

BACKGROUND

On an annual basis, the City of La Puente charges residential and commercial property owners for use of the City sanitary sewer system. At the present time there are two (2) separate assessments in effect, one funding the maintenance and operation of the sewer system and one dedicated to capital improvements. These two revenue sources combine to finance the activities of the sewer enterprise fund.

In 2006, the City Council adopted Ordinance No. 06-850 adding Chapter 4.10 to the La Puente Municipal Code. This amendment authorizes the City to impose levies for the replacement and capital improvement of the sewer system (hereafter referred to as the "Capital Charge"). The current Capital Charge levy has been in place since Fiscal Year 2006-2007.

The City Council elected to withdraw from the Consolidated Sewer Maintenance District of Los Angeles County in 2009 (Resolution 09-4784). The City thereby assumed responsibility for managing and operating the City sewer directly. Beginning in Fiscal Year 2011-2012, property owners were charged an additional annual fee for operations and maintenance of the sewer (hereafter referred to as the "Maintenance Charge"). This fee provides for regular cleaning, flushing, and repairs.

DISCUSSION

No rate changes are being proposed for the upcoming Fiscal Year 2022-2023. Pursuant to section 5473.1 of the California Health & Safety, the City Council is required to hold a public hearing annually to certify the rate structure. Notice of this public hearing has been published twice in a local newspaper of general circulation as is mandated by statute.

Chapter 4.10 of the La Puente Municipal Code establishes the rates to be assessed on parcels. These rates were determined using hydraulic studies prepared by the Los Angeles County Sanitation District.

Rate Structure – Sewer Capital Charge

Annual sewer capital charges per unit are calculated by multiplying the base charge of \$84.00 by the strength factor. A single-family residence is assigned a strength factor of one (1.00). Other land uses are assigned strength factors based on their typical wastewater generation relative to a single-family residence. The table below illustrates the most common elements of rate structure.

Customer Class	Strength Factors	Bill Unit	Annual Charges per Billing Unit
Residential			
Single Family Home	1.00	Per dwelling unit	\$84
Condominiums	0.75	Per dwelling unit	\$63
Multi-Unit Residential	0.60	Per dwelling unit	\$50
Mobile Home Parks	0.60	Per no. of spaces	\$50
Commercial			
Restaurant	5.29	Per 1,000 building sq. ft.	\$444
Office Building	0.76	Per 1,000 building sq. ft.	\$64
Hotel/Motel	0.48	Per 1,000 building sq. ft.	\$40
Stores, Retail	0.38	Per 1,000 building sq. ft.	\$32
Service Shop, Vehicle	0.38	Per 1,000 building sq. ft.	\$32
Church	0.19	Per 1,000 building sq. ft.	\$16

Rate Structure – Sewer Maintenance Charge

Annual sewer maintenance charges per dwelling unit (residential) or parcel (commercial) are calculated by multiplying the base charge of \$40.50 by the number of sewage units attributable to the land use classification. Residential parcels are assigned a value of one (1.00) sewage unit per dwelling unit, while commercial parcels typically have a higher number of sewage units. The table below illustrates the most common elements of rate structure.

Customer Class	Number of Sewage Units	Billing Unit	Annual Charges per Billing Unit
Residential Parcels	1.00	Per dwelling unit	\$40.50
Commercial			
Stores	1.00	Per parcel	\$40.50
Office Building	5.00	Per parcel	\$202.50
Restaurant	2.00	Per parcel	\$81.00
Shopping Center, Neighborhood	10.00	Per parcel	\$405.00
Service Shop, Vehicle	2.00	Per parcel	\$81.00
Church	2.00	Per parcel	\$81.00

Senior Citizen Discount

The La Puente Municipal Code provides a forty (40) percent discount on the annual sewer charge for low-income senior citizen customers with atypically low water usage. In order to qualify for the discount, applicants must be over sixty-two (62) years of age, use less than two hundred (200) gallons of water per day, and meet the threshold to be considered low-income by the U.S. Department of Housing and Urban Development. Applicants are required to apply to the program on an annual basis, and documentation of the qualifying conditions is required. Typically between 30-50 applications are approved each year.

Method of Collection

Engineer's reports are prepared annually by a consultant determining the assessment calculation for each individual parcel. These reports are then provided to the Los Angeles County Treasurer and Tax Collector, who administers the charges on behalf of the City. The assessments appear on the annual property tax bill for each parcel. Once collected from property owners, the revenues are remitted to the City.

FISCAL IMPACT

The Fiscal Year 2022-2023 adopted budget contains \$1,340,000 in combined revenue from the two sewer charges. Costs associated with collecting this revenue include approximately \$3,000 in consultant fees and \$3,750 in County administrative fees. These expenditures are appropriated within the Sewer Construction and Maintenance Fund.

RECOMMENDATION

It is recommended that the City Council: (1) open the public hearing and receive public input; and (2) adopt Resolution No. 22-5732 confirming the Fiscal Year 2022-2023 sewer capital charge; and (3) adopt Resolution No. 22-5733 confirming the Fiscal Year 2022-2023 sewer maintenance charge.

ATTACHMENTS

Attachment "A": Resolution No. 22-5732 (Sewer Capital Charge)
Attachment "B": Resolution No. 22-5733 (Sewer Maintenance Charge)

RESOLUTION NO. 22-5732

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, CONFIRMING THE FISCAL YEAR 2022-2023 SEWER CHARGE PURSUANT TO CHAPTER 4.10 OF THE CITY OF LA PUENTE MUNICIPAL CODE AND ADOPTING THE CORRESPONDING FISCAL YEAR 2022-2023 PRELIMINARY SEWER CHARGE REPORT CALLED FOR UNDER HEALTH & SAFETY CODE SECTION 5473

WHEREAS, in 2006, the City Council adopted Chapter 4.10 of the La Puente Municipal Code (“Code”), imposing an annual charge for the operation, maintenance and capital costs associated with the City’s sewer system, on each parcel in the City; and

WHEREAS, calculation of the sewer charge is based on flow and strength studies prepared by the Los Angeles County Sanitation District, which determined the hydraulic loading and strength characteristics of each customer class; and

WHEREAS, pursuant to Health and Safety Code Section 5473, and Section 4.10.060 of the City’s Code, as a pre-condition to the placement of any sewer charge established under Health & Safety Code Section 5470 *et seq.* on the annual tax roll, it is necessary to prepare and adopt an annual written report containing a description of each real property parcel subject to the sewer charge and the amount of the charge to be levied against each such parcel for the fiscal year in question – all computed in conformity with the pre-established calculation methodology and rate structure for the charge; and

WHEREAS, the City Manager, with the approval of the City Council, selected Willdan Financial Services to prepare the annual report in connection with the proposed levy and collection of sewer charges upon eligible parcels of land within the City; and

WHEREAS, the City, in compliance with Health & Safety Code Sections 5473 and 5473.1, filed the Fiscal Year 2022-2023 Preliminary Sewer Charge Report with the City Clerk; and

WHEREAS, the City Clerk gave notice of the filing of the City Manager’s, or designee’s, report pursuant to Section 5473.1 of the California Health & Safety Code, and noticed June 28, 2022, as the date for the public hearing before the City Council on the annual report; and

WHEREAS, the amount of the annual charge for each customer class for Fiscal Year 2022-2023, remains unchanged from Fiscal Year 2015-2016, and are as follows:

Land Use Code	Land Use Description	Strength Factor per Billing Unit	22/23 Rate per Billing Unit	Unit of Measure
0100	Residential – SFR	1.00	\$84	Dwelling Unit
0101	Residential - SFR w/ Pool	1.00	84	Dwelling Unit
0104	Residential - SFR w/ Therapy Pool	1.00	84	Dwelling Unit
0108	Residential - SFR Misc.	1.00	84	Dwelling Unit
0109	Residential - SFR Misc.	1.00	84	Dwelling Unit
010C	Residential - Condominium	0.75	63	Dwelling Unit
010D	Residential - Planned Residential Development	1.00	84	Dwelling Unit
010V	Residential - SFR Vacant	0.00	0	N/A
0200	Residential - Double, Duplex, or Two Units	0.60	50	Dwelling Unit
0201	Residential - Double, Duplex, or Two Units	0.60	50	Dwelling Unit
0300	Residential - Three Units	0.60	50	Dwelling Unit
0400	Residential - Four Units	0.60	50	Dwelling Unit
0401	Residential - Four Units	0.60	50	Dwelling Unit
0500	Residential - Five or More Apartments	0.60	50	Dwelling Unit
0501	Residential -Five or More Apartments - four stories	0.60	50	Dwelling Unit
0901	Mobile Home Park with Pool	0.60	50	No. of Spaces
1000	Commercial - Open	0.00	0	N/A
100V	Commercial - Vacant	0.00	0	N/A
10TV	Commercial - Vacant	0.00	0	N/A
1100	Stores	0.38	32	1,000 sq. ft.
11T0	Stores	0.38	32	1,000 sq. ft.
1200	Store and Office Combination	0.38	32	1,000 sq. ft.
1210	Store and Residential Combination	0.38	32	1,000 sq. ft.
1500	Shopping Centers (Neighborhood)	1.44	121	1,000 sq. ft.
150V	Shopping Center - Vacant	0	0	N/A
1600	Shopping Centers (Regional)	1.44	121	1,000 sq. ft.
1700	Office Buildings	0.76	64	1,000 sq. ft.
1720	Office and Residential	0.76	64	1,000 sq. ft.
1800	Hotel and Motels - under 50 rooms	0.48	40	Room
1801	Hotel and Motels - under 50 rooms	0.48	40	Room
1820	Motels - under 50 units	0.48	40	Room
1830	Motels - 50 or more units	0.48	40	Room
1900	Professional Buildings	1.14	96	1,000 sq. ft.
1910	Medical Dental Building	1.14	96	1,000 sq. ft.
2100	Restaurants, Cocktail Lounges, Taverns	5.29	444	1,000 sq. ft.
2110	Fast Food - Walk Up	5.29	444	1,000 sq. ft.
2120	Fast Food - Auto Oriented	5.29	444	1,000 sq. ft.
2200	Wholesale, Mfg. Outlets	0.38	32	1,000 sq. ft.
2300	Banks, Savings and Loans	0.38	32	1,000 sq. ft.
2301	Banks, Savings and Loans	0.38	32	1,000 sq. ft.
2400	Radio/TV/Refrigeration Service, Paint Shop, Electrical Repair	0.76	64	1,000 sq. ft.
2500	Service Station - Full Service	0.38	32	1,000 sq. ft.
2510	Service Station - Self Serve	0.38	32	1,000 sq. ft.
2520	Service Station - with Car Wash	0.38	32	1,000 sq. ft.

Land Use Code	Land Use Description	Strength Factor per Billing Unit	22/23 Rate per Billing Unit	Unit of Measure
2600	Auto Service Shop	0.38	32	1,000 sq. ft.
2620	New Car Sales and Service	0.38	32	1,000 sq. ft.
2630	Car Wash	10.31	866	1,000 sq. ft.
2640	Car Wash - Self Serve	2.67	224	1,000 sq. ft.
2670	Auto Service Center (No gasoline)	0.38	32	1,000 sq. ft.
2700	Parking Lots - Patron or Employee	0.00	0	N/A
300V	Vacant Land	0.00	0	N/A
301X	Misc. Industrial	0.00	0	N/A
3100	Light Manufacturing	0.11	9	1,000 sq. ft.
3300	Warehousing, Distribution under 10,000 sq. ft.	0.11	9	1,000 sq. ft.
3310	Warehousing, Distribution 10,000-24,999 sq. ft.	0.11	9	1,000 sq. ft.
3320	Warehousing, Distribution 25,000-50,000 sq. ft.	0.11	9	1,000 sq. ft.
3900	Open Storage	0.11	9	1,000 sq. ft.
6400	Clubs, Lodge Halls, Fraternal Organizations	0.47	40	1,000 sq. ft.
6510	Amusement Facilities	1.33	112	1,000 sq. ft.
660V	Golf Courses - Vacant	0.00	0	N/A
7100	Churches	0.19	16	1,000 sq. ft.
710V	Church - Vacant	0.00	0	N/A
7200	Schools (Private)	0.76	64	1,000 sq. ft.
7700	Cemeteries, Mausoleums	0.53	45	1,000 sq. ft.
8100	Utility Commercial	0.76	64	1,000 sq. ft.
810V	Utility Commercial - Vacant	0.00	0	N/A
8800	Government Owned - Open Land	0.00	0	N/A
880V	Government Owned - Vacant Land	0.00	0	N/A
8820	Government Owned - General Gov. Services	0.00	0	N/A
8821	City Hall, Administration Center	0.00	0	N/A
8824	Government Owned - Utilities Office (Power, Water, etc.)	0.00	0	N/A
8830	Public School	0.00	0	N/A
8832	High School	0.00	0	N/A
8833	Elementary School	0.00	0	N/A
8841	Public Park	0.00	0	N/A
8850	Water Related Facilities	0.00	0	N/A
8855	Flood Control Drainage	0.00	0	N/A
8858	Reservoir, Tank, Underground Storage	0.00	0	N/A

WHEREAS, the amount of the annual charge shall be reduced by forty percent with respect to any Qualified Senior Residence, as described in Section 4.10.040(b) of the City's Code, and any reduction in the annual charge for any Qualified Senior Residence shall be subsidized with general fund or other non-enterprise revenues; and

WHEREAS, on June 28, 2022, during the regularly scheduled City Council meeting, as described in the notice of public hearing, the City Council heard and considered all objections or protests, if any, to the Fiscal Year 2022-2023 Preliminary Sewer Charge Report; and

WHEREAS, less than a majority of the owners of the total number of real property parcels subject to the sewer maintenance charge originally established under Chapter 4.10 of the City's Code submitted protests in opposition to the adoption of the Fiscal Year 2022-2023 Sewer Charge Report.

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

SECTION 1: Following notice duly given pursuant to Section 5473.1 and 5473.2 of the Health and Safety Code and Section 4.10.060 of the City's Code, the City Council held a properly noticed public hearing regarding the Fiscal Year 2022-2023 Preliminary Sewer Charge Report, the levy and collection of sewer charges, and considered all oral and written statements, protests and communications made or filed by interested persons.

SECTION 2: The City Council determines, after accepting oral and written testimony on the sewer charge from all interested persons, including property owners, that less than a majority of the owners of all parcels subject to the sewer charge have submitted protests in opposition to the adoption of the Fiscal Year 2022-2023 Sewer Charge.

SECTION 3: The City Council hereby approves and adopts the Fiscal Year 2022-2023 Preliminary Sewer Charge Report and orders, in conformity with said report, the Fiscal Year 2022-2023 levy of the sewer charge contained therein. The proceeds of the levy shall be used for replacement and upgrading of the City's sewer system, as set forth in the Fiscal Year 2022-2023 Preliminary Sewer Charge Report.

SECTION 4: On or before August 10, 2022, the City Clerk shall file with the Los Angeles County Auditor a copy of the Fiscal Year 2022-2023 Preliminary Sewer Charge Report and this Resolution as approved by the City Council. The City Clerk shall endorse upon the report a statement over her signature that the report has been finally adopted by the City Council in conformity with Health and Safety Code Section 5470 *et seq.* Subject to approval as to form by the City Attorney, the City Manager or designee, is authorized to execute and enter into any and all standard agreements required by the Los Angeles County Auditor as a pre-condition to the placement of the sewer charge contemplated herein on the annual tax rolls and for the collection of the same by the Los Angeles County Auditor. The City Manager or his designee is further authorized to complete and submit all such documentation and provide all such information as may be required by Los Angeles County Auditor for the collection of the subject sewer charge.

SECTION 5: The County Auditor of the County of Los Angeles shall enter on the County Assessment Roll opposite each parcel of land the amount of levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.

SECTION 6: The City Treasurer shall deposit all money representing charges collected by the County of Los Angeles for the Sewer Charge Ordinance to the Sewer Fund and such money shall be expended only for the replacement and upgrading of the City's sewer system.

SECTION 7: The adoption of this Resolution constitutes the Fiscal Year 2022-2023 Sewer Charge.

SECTION 8: 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 9: The City Clerk shall attest to the passage of this Resolution and it shall thereupon be in full force and effect and a certified copy of the levy shall be filed in the office of the City Clerk and open for public inspection.

PASSED, APPROVED AND ADOPTED this 28th day of June, 2022, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk

RESOLUTION NO. 22-5733

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, ORDERING THE FISCAL YEAR 2022-2023 LEVY OF THAT CERTAIN SEWER MAINTENANCE CHARGE ORIGINALLY ESTABLISHED BY WAY OF ORDINANCE NO. 11751 OF THE LOS ANGELES COUNTY BOARD OF SUPERVISORS FOR THE CITY'S SEWER MAINTENANCE DISTRICT AND ADOPTING THE CORRESPONDING FISCAL YEAR 2022-2023 SEWER MAINTENANCE CHARGE REPORT CALLED FOR UNDER HEALTH & SAFETY CODE SECTION 5473

WHEREAS, following incorporation in 1956, the City of La Puente ("City") determined that it did not have the financial ability or staffing to operate and maintain its sewer collection system, thereby prompting the City to join the Los Angeles County Consolidated Sewer Maintenance District ("CSMD"), subject to the City retaining ownership of all then existing sewer facilities and any later constructed and accepted sewer facilities; and

WHEREAS, the CSMD is a "maintenance district" within the meaning of Division 7, Part 3 Chapter 26 of the California Streets and Highways Code (Streets and Highways Code Section 5820 *et seq.*); and

WHEREAS, the governing legislative body of the CSMD is the Board of Supervisors for the County of Los Angeles ("Board of Supervisors"); and

WHEREAS, on March 10, 2009, the City Council adopted Resolution No. 09-4784 requesting the withdrawal of the territory that comprises all of the City from the CSMD pursuant to Streets and Highways Code Section 5853; and

WHEREAS, the City's withdrawal from the CSMD was intended to promote a range of governmental efficiencies including, reduced response times for service calls; more efficient planning for sewer maintenance and construction projects; and better compliance with sewer discharge requirements of the State Water Resources Control Board; and

WHEREAS, on August 4, 2009, the Board of Supervisors approved a Resolution of Intention declaring its intention to exclude the territory comprising the City of La Puente from the territory of the CSMD and on August 25, 2009, following a duly noticed public hearing, formally approved the exclusion of said territory from the CSMD; and

WHEREAS, under the terms of the withdrawal proceedings conducted pursuant to Streets and Highways Code Section 5853, the City, effective July 1, 2010, relieved the CSMD of operations and maintenance responsibilities for the City's sewer system and assumed these responsibilities on its own; and

WHEREAS, in July 1978, the Board of Supervisors approved Ordinance No. 11751 (“County Ordinance No. 11751”) establishing a sewer maintenance charge to be levied annually against real property parcels located within the territorial jurisdiction of the CSMD, including those parcels located within the City of La Puente; and

WHEREAS, the sewer maintenance charge established by County Ordinance No. 11751 is collected each fiscal year (commencing July 1st of each year and ending on June 30th of the following year) on the Los Angeles County tax roll in the same manner, by the same persons, and at the same time as, together with and not separately from, the ad valorem property tax; and

WHEREAS, the City Council seeks to continue the annual levy of the sewer maintenance charge initially established by County Ordinance No. 11751, subject to any subsequent adjustments, amendments or modifications approved by the Board of Supervisors prior to the withdrawal of the territory comprising the City of La Puente from the CSMD, so that the proceeds of this pre-existing charge may continue to be used by the City to pay costs and expenses associated with the operation, maintenance and servicing of the City’s sewer facilities; and

WHEREAS, the City Council further seeks to maintain (without increase or adjustment) the presently existing rate structure and calculation methodology for the sewer maintenance charge originally established by County Ordinance No. 11751, which rate structure and calculation methodology are as follows: A total of \$40.50 per sewage unit, where the amount of the charge for each parcel shall be computed by multiplying the sewage unit charge of \$40.50 by the number of sewage units for the current land use of the parcel, as shown in the following table; and

Number of Sewage Units for Current Land Uses

Land Use	Number of Sewage Units
Residential	
Vacant Residential Property	0.5
Single Residential Unit	1
Double, duplex, or two units	2
Three Units (any combination)	3
Four Units (any combination)	4
Five or more apartments, per residential unit	1
Mobile homes, per residential unit	1
Commercial	
Vacant commercial property	0.5
Stores	1
Store and office or residential	2
Department store	5
Supermarkets	
12,000 square feet or more	5
6,000 through 11,999 square feet	2
Small food store	1
Shopping Center, Neighborhood	10
Shopping Center, Regional	30

Office Buildings	5
Hotels/Motels – under 50 rooms	25
Hotels/Motels – 50 rooms and over	40
Professional buildings	5
Medical/dental buildings	5
Veterinary	3
Restaurant, cocktail lounges, taverns	5
Fast food Restaurant	2
Wholesale and manufacturing outlets	2
Banks, savings and loans	1
Service Shops	2
Service Stations	1
Service Station with car wash	5
Auto Service Center (no gas)	1
Used Car Sales	1
New Car Sales and Service	3
Car Wash	5
Recreation Equipment Sales and Service	1
Parking Lots	0.5
Miscellaneous Commercial Property	2
Industrial	
Vacant industrial property	0.5
Light manufacturing	5
Heavy manufacturing	100
Warehousing, distribution, storage	2
Lumber Yards	1
Cement, rock and gravel plants	1
Parking lots	0.5
Miscellaneous Industrial Property	2
Recreational	
Movie Theatres	2
Bowling alleys	5
Clubs, lodge halls, fraternal organizations	2
Auditorium, stadiums, amphitheaters	10
Amusement facilities	10
Commercial swimming pools, schools	5
Gymnasiums, health spas	2
Miscellaneous Recreational property	2
Vacant Recreational property	0.5
Institutional	
Churches	2
Church parking lot	0.5
Schools (private)	5
Colleges, universities (private)	50
Hospitals	100
Convalescent hospitals, nursing homes	50
Homes for aged and others	10
Cemeteries, mortuaries, funeral homes	1

Miscellaneous institutional property	5
Vacant institutional property	0.5
Miscellaneous	
Undesignated	2
Vacant Undesignated	0.5
Plants and state-assessed property	5

WHEREAS, the July 1978 sewer maintenance charge initially established by way of County Ordinance No. 11751 is a property-related fee/charge within the meaning of Article XIID of the California Constitution and was established under the authority of Health & Safety Code Section 5470 *et seq.* as referenced under Section 20.40.030 of the Los Angeles County Code; and

WHEREAS, pursuant to Health and Safety Code Section 5473, as a pre-condition to the placement of any sewer maintenance charge established under Health & Safety Code Section 5470 *et seq.* on the annual tax roll, it is necessary to prepare and adopt an annual written report containing a description of each real property parcel subject to the sewer maintenance charge and the amount of the charge to be levied against each such parcel for the fiscal year in question – all computed in conformity with the pre-established calculation methodology and rate structure for the charge; and

WHEREAS, Willdan Financial Services, having been retained by the City to prepare the written report called for under Health and Safety Code Section 5473, has prepared a sewer maintenance charge report for the Fiscal Year 2022-2023 levy of the sewer maintenance charge originally established under County Ordinance No. 11751 (hereinafter, the “FY 2022-2023 Sewer Maintenance Charge Report”); and

WHEREAS, the City, in compliance with Health & Safety Code Sections 5473 and 5473.1, filed the Fiscal Year 2022-2023 Sewer Maintenance Charge Report with the City Clerk; and

WHEREAS, the City Clerk gave notice of the filing of the Fiscal Year 2022-2023 Sewer Maintenance Charge Report pursuant to Health and Safety Code Section 5473.1 and noticed June 28, 2022 as the date for the public hearing to consider adoption of the Fiscal Year 2022-2023 Sewer Maintenance Charge Report and the ordering of the Fiscal Year 2022-2023 levy of the sewer maintenance charge established by County Ordinance No. 11751 in conformity with the calculations set forth in the Fiscal Year 2022-2023 Sewer Maintenance Charge Report; and

WHEREAS, on June 28, 2022, during the regularly scheduled City Council meeting, as described in the notice of public hearing, the City Council heard and considered all objections or protests, if any, to the Fiscal Year 2022-2023 Sewer Maintenance Charge Report; and

WHEREAS, less than a majority of the owners of the total number of real property parcels subject to the sewer maintenance charge originally established under County Ordinance No. 11751 submitted protests in opposition to the adoption of the Fiscal Year 2022-2023 Sewer Maintenance Charge Report.

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

SECTION 1. Following notice duly given pursuant to Section 5473.1 and 5473.2 of the Health and Safety Code, on June 28, 2022, the City Council held a public hearing regarding the adoption of the Fiscal Year 2022-2023 Sewer Maintenance Charge Report; and the ordering of the Fiscal Year 2022-2023 levy of the sewer maintenance charge originally established by County Ordinance No. 11751. In the course of the June 28, 2022, public hearing, the City Council considered all oral and written statements, protests and communications made or filed by property owners, City staff and all other interested persons.

SECTION 2. The City Council determines, after accepting oral and written testimony from property owners, City staff and all other interested persons, that less than a majority of the owners of all parcels subject to the sewer maintenance charge have submitted protests in opposition to the adoption of the Fiscal Year 2022-2023 Sewer Maintenance Charge Report.

SECTION 3. The City Council hereby approves and adopts the Fiscal Year 2022-2023 Sewer Maintenance Charge Report and orders, in conformity with said report, the Fiscal Year 2022-2023 levy of the sewer maintenance charge originally established by County Ordinance No. 11751. The proceeds of the levy shall be used for the maintenance and operation of the City's sewer system.

SECTION 4. On or before August 10, 2022, the City Clerk shall file with the Los Angeles County Auditor a copy of the Fiscal Year 2022-2023 Sewer Maintenance Charge Report and this Resolution as approved by the City Council. The City Clerk shall endorse upon the report a statement that the Fiscal Year 2022-2023 Sewer Maintenance Charge Report has been finally adopted by the City Council in conformity with Health and Safety Code Section 5470 *et seq.* Subject to approval as to form by the City Attorney, the City Manager or designee, is authorized to execute and enter into any and all standard agreements required by the Los Angeles County Auditor as a pre-condition to the placement of the sewer maintenance charge contemplated herein on the annual tax rolls and for the collection of the same by the Los Angeles County Auditor. The City Manager or designee is further authorized to complete and submit all such documentation and provide all such information as may be required by Los Angeles County Auditor for the collection of the subject sewer maintenance charge.

SECTION 5. The Auditor of the County of Los Angeles shall enter on the County Assessment Roll opposite each parcel of land the amount of levy, and such levies shall be collected at the same time and in the same manner as the County taxes are collected. After collection by the County, the net amount of the levy shall be paid to the City Treasurer.

SECTION 6. The City Treasurer shall deposit all money representing charges collected by the County of Los Angeles to the credit of its corresponding fund and such money shall be expended only for the maintenance, operation and servicing of the City's sewer system.

SECTION 7. The adoption of this Resolution constitutes the Fiscal Year 2022-2023 levy of the sewer maintenance charge originally established by way of County Ordinance No. 11751.

SECTION 8. 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 9. This resolution shall take effect immediately.

SECTION 10. The City Clerk shall attest to the passage of this Resolution and it shall thereupon be in full force and effect and a certified copy of the levy shall be filed in the office of the City Clerk and open for public inspection.

PASSED, APPROVED AND ADOPTED this 28th day of June 2022, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk

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

I, the City Clerk of the City of La Puente, County of Los Angeles, State of California, do hereby certify that the foregoing is full, true and correct copy of Resolution No. 22-_____ approved by the City council on June 28, 2022.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the official seal of the City of La Puente this ____ day of June 2022.

City Clerk

RESOLUTION NO. 22-5734

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE ALLOWING CERTAIN CLAIMS AND
DEMANDS IN THE AMOUNT \$2,118,281.50 (WARRANT
REGISTER 1532)**

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 7853 through 7963 ACH(s) numbered 387 through 399, and Draft numbered 01659 through 01670 except for voided warrant 7945 and 7959 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 28th day of June 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 6/4/2022 - 6/17/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
387	6/10/2022	ALTALANG	ALTA LANGUAGE SERVICES, INC.		926.25
	IN593560	05/24 SPANISH INTERPRETATION		100-1120-53111	926.25
388	6/10/2022	ENTFMT	ENTERPRISE FM TRUST		14,106.04
	FBN4482560	06/22 VEHICLE MTCE		555-3150-53812	8,001.98
	FBN4482560	06/22 VEHICLE LEASE		555-3150-53912	6,104.06
389	6/10/2022	LANWEST	LANDSCAPE WEST MANAGEMENT SERVICES INC		1,130.00
	10259	TREE PLANTING-MAIN ST		200-3120-53815	1,130.00
390	6/10/2022	MDJMAN	MDJ MANAGEMENT LLC		97,552.27
	LP 1001.2	MTCE YARD BLDG RETENTION		100-20220	-5,134.33
	LP 1001.2	MTCE YARD BLDG PYMT#2		100-5596-59300	102,686.60
391	6/10/2022	TANKO	TANKO LIGHTING		1,222.00
	68305	06/22 ST LIGHT REPAIR-FLYNN/SIESTA		285-3330-53111	1,222.00
392	6/10/2022	TURALL	TURF ALLIANCE, LLC		33,470.26
	22-010-12	SKATEPARK TURF RETENTION PYMT		283-20220	2,595.32
	22-010-13	SOCCER FIELD RETENTION PYMT		280-20220	12,099.26
	22-010-13	SOCCER FIELD RETENTION PYMT		283-20220	18,775.68
393	6/17/2022	SEIU	COPE FUND		10.00
	INV0007385	COPE FUND CONTRIBUTION		100-20380	2.35
	INV0007385	COPE FUND CONTRIBUTION		260-20380	2.65
	INV0007458	COPE FUND CONTRIBUTION		100-20380	2.35
	INV0007458	COPE FUND CONTRIBUTION		260-20380	2.65
394	6/17/2022	SEIU	SEIU - LOCAL 721		979.74
	INV0007384	EMPLOYEE DUES		100-20380	366.56
	INV0007384	EMPLOYEE DUES		200-20380	27.39
	INV0007384	EMPLOYEE DUES		203-20380	5.43
	INV0007384	EMPLOYEE DUES		205-20380	5.43
	INV0007384	EMPLOYEE DUES		210-20380	35.97
	INV0007384	EMPLOYEE DUES		260-20380	25.98
	INV0007384	EMPLOYEE DUES		285-20380	23.11
	INV0007457	EMPLOYEE DUES		100-20380	365.58
	INV0007457	EMPLOYEE DUES		200-20380	27.03
	INV0007457	EMPLOYEE DUES		203-20380	5.43
	INV0007457	EMPLOYEE DUES		205-20380	4.94
	INV0007457	EMPLOYEE DUES		210-20380	38.10
	INV0007457	EMPLOYEE DUES		260-20380	24.95
	INV0007457	EMPLOYEE DUES		285-20380	23.84
395	6/17/2022	TELABR	ABRAHAM TELLEZ		2,208.58
	INV0007440	EDUCATION REIM-TELLEZ		100-1135-53151	2,208.58
396	6/17/2022	LANWEST	LANDSCAPE WEST MANAGEMENT SERVICES INC		3,220.00
	10513	CH PLANTS		285-3330-53814	3,220.00
397	6/17/2022	LEA360	LEAR360		4,639.64
	INV-2021000165	01-03/22 OFFICE 365 QTRLY BILLING		550-6100-53017	4,639.64
398	6/17/2022	TANKO	TANKO LIGHTING		4,710.50
	68306	04/22 ST LIGHT REPAIR-VALLEY		285-3330-53111	4,710.50

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Payment Dates: 6/4/2022 - 6/17/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
399	6/17/2022 22-010-14 22-010-14	TURALL SKATEPARK BOUNDARY TURF PHII-RETENTION SKATEPARK BOUNDARY TURF PH II PYMT	TURF ALLIANCE, LLC	280-20220 280-5606-59300	81,374.56 -4,282.87 85,657.43
7853	6/10/2022 INV0007406	CAMALB BOOT REIM-CAMARGO	ALBERT CAMARGO	100-3330-53015	124.99 124.99
7854	6/10/2022 INV0007400	RAZALE PRE EMPLOYMENT LIVESCAN REIM-RAZANA	ALEXYS RAZANA	100-1135-53406	37.00 37.00
7855	6/10/2022 16K7-MFLR-CHVN 19FC-MGCW-3HGP 1CCY-7X1Y-1GV1	AMABUS RESOURCE FAIR SUPPLIES RESOURCE FAIR SUPPLIES USB EXTENSION CABLE	AMAZON CAPITAL SERVICES INC	263-3320-53011 263-3320-53011 263-3320-53996	791.41 706.96 38.48 45.97
7856	6/10/2022 000018254843 000018254844 000018254845	ATT 04/28-05/27 PHONE-MTCE YARD ALARM 04/28-05/27 PHONE-CH FAX LINE 04/28-05/27 PHONE-CITY HALL LINE	AT&T	285-3330-53715 100-1150-53715 100-1150-53715	362.24 20.76 105.85 235.63
7857	6/10/2022 INV0007420	AZ DESIGN UNIFORM-BEAUTIFICATION	AZ DESIGNS	263-3320-53012	660.83 660.83
7858	6/10/2022 0011358	B2PRIN BUSINESS CARDS-BAUMAN	B2 PRINT	100-4100-53976	76.00 76.00
7859	6/10/2022 5020342840	CBEEQU 06/11-07/10 FACILITY COPIER	CELL BUSINESS EQUIPMENT	100-1150-53911	1,046.41 1,046.41
7860	6/10/2022 INV0007421	VASCHR BOOT REIM-VAZQUEZ	CHRISTIAN VAZQUEZ	100-3330-53015	178.19 178.19
7861	6/10/2022 75450797 75520705	CONCEN PRE EMPLOYMENT PHYSICALS (5) PRE EMPLOYMENT PHYSICAL	CONCENTRA	100-1135-53406 100-1135-53406	904.00 565.00 339.00
7862	6/10/2022 3301-1006646 3301-1006708	CED ELECTRICAL SUPPLIES SNACK BAR ELECTRICAL SUPPLIES	CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	280-5607-59300 100-3330-53813	1,214.81 1,205.69 9.12
7863	6/10/2022 20230 20231 20232	DAROLI 04/22 LEGAL SVC-CODE ENF 04/22 LEGAL SVC-CODE ENF 04/22 LEGAL SVC-CODE ENF	DAPEER, ROSENBLIT & LITVAK, LLP	100-2110-53114 100-2110-53114 100-2110-53114	3,524.31 1,732.50 1,454.31 337.50
7864	6/10/2022 INV0007407 INV0007408 INV0007409 INV0007410 INV0007412 INV0007413 INV0007414 INV0007415 INV0007423	EDISON 04/28-05/26 ELEC-15612 TEMPLE 04/28-05/26 ELEC-15614 TEMPLE 05/22 ELEC-VARIOUS 05/22 ELEC-ST LIGHTS LS-2B 05/22 ELEC-1744 ST LIGHT LS-1/OP E 05/04-06/02 ELEC-15250 TEMPLE 05/04-06/02 ELEC-14951 NELSON 04/28-05/26 ELEC-14416 AMAR 04/28-05/26 ELEC-YLAC	EDISON CO	285-3330-53712 285-3330-53712 200-3120-53713 285-3330-53712 285-3330-53712 200-3120-53713 200-3120-53713 200-3120-53713 100-4110-53712	38,740.73 4,139.17 1,623.64 15,034.24 3,116.70 11,202.21 83.02 86.80 56.01 3,398.94
7865	6/10/2022 INV0007401	LEVEMI PRE EMPLOYMENT LIVESCAN REIM-LEVAN	EMILY LEVAN	100-1135-53406	37.00 37.00
7866	6/10/2022 INV0007422	NAVFER REFUND CIT#LP030012158	FERNANDO NAVARRO	100-43110	69.00 69.00
7867	6/10/2022 50355	FRANKL SC A/C SERVICE	FRANKLIN AIR CONDITIONING &	100-4130-53811	270.00 270.00

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
7868	6/10/2022	GALLS	GALLS		144.96
	021157158	JACKET-STAFF		100-1120-53976	66.10
	021262463	A/C UNIFORMS		100-2130-53015	78.86
7869	6/10/2022	GT1COL	GT1 COLLISION REPAIR INC		5,903.55
	22047270	FORD EDGE REPAIR		555-3150-53812	5,903.55
7870	6/10/2022	HACLWN	HACIENDA LAWNMOWER SHOP		593.89
	3234	MTCE TOOLS		263-3320-53012	593.89
7871	6/10/2022	HACOUT	HACIENDA OUTLET		65.98
	29600	MTCE UNIFORMS		100-3330-53015	65.98
7872	6/10/2022	HDLASS	HINDERLITER DE LLAMAS & ASSOCIATES		1,691.30
	SIN018036	4TH QTR 2022 SALES TAX/AUDIT SVC		100-1130-53111	1,391.30
	SIN018208	04-06/22 TRANSACTION TAX		100-1130-53111	300.00
7873	6/10/2022	HMEDEP	HOME DEPOT CRC		3,225.73
	1022258	FLAG POLE SUPPLIES		100-3330-53012	16.92
	10405	SC ROOF SUPPLIES		100-4130-53813	118.51
	2522931	MTCE ICE MACHINE PARTS		100-3330-53811	81.61
	273341	MTCE-TOOLS		100-3330-53012	14.71
	4270304	GRAFFITI SUPPLIES		200-3120-53016	102.92
	5275280	BRASS DRAIN		100-1150-53012	24.44
	5973719	GRAFFITI SUPPLIES		200-3120-53016	1,899.40
	5973735	GRAFFITI SUPPLIES		200-3120-53016	-1,899.40
	5973737	GRAFFIT SUPPLIES		200-3120-53016	1,899.40
	7970138	PAINT-LP PARK TOWERS		280-5607-59300	325.41
	7972878	MTCE SUPPLIES		100-3330-53012	327.27
	8972856	CITY CLERK-FRIGE		100-1120-53976	196.01
	8972857	FESTIVAL BARRIER FENCE		263-3320-53012	78.53
	INV0007419	MTCE CHARGES		100-3330-53011	40.00
7874	6/10/2022	MARJOS	JOSHUA MARTINEZ GONZALEZ		35.00
	INV0007397	PRE EMPLOYMENT LIVESCAN REIM-MARTINEZ		100-1135-53406	35.00
7875	6/10/2022	BURJUS	JUSTIN BURCIAGA		37.00
	INV0007402	PRE EMPLOYMENT LIVESCAN REIM-BURCIAGA		100-1135-53406	37.00
7876	6/10/2022	KSKFAC	KSK FACILITIES		1,670.00
	1622	05/22 CH JANITORIAL SVC		100-1150-53813	1,670.00
7877	6/10/2022	LACRD	LA CO DEPT PUBLIC WORKS		5,059.11
	RE-PW-22050906712	04/22 TS MAINT DDG		200-3120-53819	5,059.11
7878	6/10/2022	LACSHF	LA CO SHERIFF'S DEPT		641,561.26
	222543LL	03/22 LAW ENFORCEMENT		100-2100-53110	580,364.98
	222543LL	03/22 LIAILITY INSURANCE		100-2100-53186	61,196.28
7879	6/10/2022	LAPAUT	LA PUENTE AUTO SPA INC.		1,052.00
	7	11/21-04/22 CITY VEH CAR WASH		555-3150-53812	1,052.00
7880	6/10/2022	LPVCWD	LA PUENTE VALLEY CO WATER		3,895.87
	INV0007404	03/17-05/16 WTR-SR CENTER		100-4130-53714	332.24
	INV0007416	03/17-05/16 WTR-TEMPLE		285-3330-53714	3,492.11
	INV0007417	03/17-05/16 WTR-SECOND ST		200-3120-53714	71.52
7881	6/10/2022	MARK	MARK'S WELDING SERVICE		1,850.00
	13	FENCE GATE DOOR-SKATEPARK		280-5606-59300	1,850.00
7882	6/10/2022	MARMAT	MATTHEW MARTINEZ		37.00
	INV0007399	PRE EMPLOYMENT LIVESCAN REIM-MARTINEZ		100-1135-53406	37.00

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Payment Dates: 6/4/2022 - 6/17/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
7883	6/10/2022 INV0007418	MELPAR PRIDE RESOURCE FAIR	MELIZ PARTY RENTAL	263-3320-53011	250.00 250.00
7884	6/10/2022 6555976	NATCON 05/15-06/11 LP PARK TEMP FENCE RENTAL	NATIONAL CONSTRUCTION RENTALS	100-3330-53822	59.28 59.28
7885	6/10/2022 71828 71852 71947 73240 73940 74086 74650	PETDOC 06/21 VET SERVICES 06/21 VET SERVICES 06/21 VET SERVICES 07/21 VET SERVICES 08/21 VET SERVICES 08/21 VET SERVICES 09/21 VET SERVICES	PET DOCTORS OF INDUSTRY	100-2130-53111 100-2130-53111 100-2130-53111 100-2130-53111 100-2130-53111 100-2130-53111 100-2130-53111	500.00 100.00 50.00 150.00 50.00 50.00 50.00 50.00
7886	6/10/2022 N9429538	QUAD 06/30-09/29 CH POSTAGE MACHINE LEASE	QUADIENT	100-10250	469.86 469.86
7887	6/10/2022 INV0007398	GOMRAN PRE EMPLOYMENT LIVESCAN REIM-GOMEZ	RANGEL GOMEZ	100-1135-53406	37.00 37.00
7888	6/10/2022 3367879 3368199 3368319 3368404 3368530 3368719 3370920	RESOUR SCOOP SOIL MIX SCOOP SOIL MIX SCOOP SOIL MIX SCOOP SOIL MIX SCOOP SOIL MIX SCOOP SOIL MIX SCOOP SOIL MIX	RESOURCE BUILDING MATERIALS	280-5607-59300 280-5607-59300 280-5607-59300 280-5607-59300 280-5607-59300 280-5607-59300 280-5607-59300	833.56 119.08 119.08 119.08 119.08 119.08 119.08 119.08
7889	6/10/2022 2147-01-0422	RRMDES LP HOUSING UPDATE-5TH CYCLE	RRM DESIGN	100-3300-53111	1,300.00 1,300.00
7890	6/10/2022 0011540581	SGVT AD-PH UNDERGROUND UTILITY #22-01	SAN GABRIEL VLY NEWSPAPER	100-3300-53411	1,478.24 1,478.24
7891	6/10/2022 INV0007403	AYASEA PRE EMPLOYMENT REIM-AYALA	SEAN AYALA	100-1135-53406	30.00 30.00
7892	6/10/2022 118187822-001 118894062-001 119005002-001 119101371-001 119213482-001 119274085-001 119274537-001 119319898-001 119369183-001 119424333-001 119548194-001 119676122-001 119725720-001	SITEON IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES IRRIGATION SUPPLIES	SITEONE LANDSCAPE SUPPLY, LLC	280-5607-59300 280-5607-59300 280-5607-59300 280-5607-59300 280-5607-59300 280-5607-59300 280-5607-59300 280-5607-59300 280-5607-59300 280-5607-59300 280-5607-59300 280-5607-59300 280-5607-59300	14,833.30 2,682.82 133.49 2,028.57 478.01 2,509.74 975.21 1,770.48 1,616.22 258.23 675.05 499.78 1,128.70 77.00
7893	6/10/2022 2114	RASOL SOLAR PARK LIGHTING-DEPOSIT	SOLAR RAY, LLC	280-5607-59300	14,350.00 14,350.00
7894	6/10/2022 INV0007396	SGATE 05/22 TNR PROGRAM	SOUTH GATE CATS	100-2130-53111	350.00 350.00
7895	6/10/2022 2160	STIAN 05/22 ANIMAL DISPOSAL SVC	STILES ANIMAL REMOVAL, INC.	100-2130-53111	200.00 200.00

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
7896	6/10/2022	SUNBELT	SUNBELT RENTALS, INC.		3,085.87
	121675477-0005	TRACK TRENCHER RENTAL		280-5607-59300	1,827.41
	123109351-0004	SINGLE AXLE TRAILER RENTAL		280-5607-59300	315.96
	125077298-0002	SOD CUTTER 18" RENTAL		280-5607-59300	942.50
7897	6/10/2022	SYSENE	YSERCO ENERGY SOLUTIONS, INC		786,836.85
	21224	ENERGY EFF PROJ RETENTION		400-20220	-41,412.49
	21224	ENERGY EFF PROJ PYMT #3		400-5608-59300	828,249.34
7898	6/10/2022	TCFNAT	THE HUNTINGTON NATIONAL BANK		1,512.00
	7733152	TORO REELMASTER LEASE		285-3330-53911	1,512.00
7899	6/10/2022	THESAU	THE SAUCE CREATIVE SERVICES CORP		273.98
	5520	CC STAFF POLO SHIRTS		100-4100-53011	273.98
7900	6/10/2022	TERLAC	TLC MATERIALS		610.08
	113979	TOP SOILD FOR FIELD		280-5607-59300	610.08
7901	6/10/2022	ULINE	ULINE		407.56
	148755008	MTCE GLOVES		100-3330-53011	407.56
7902	6/10/2022	UNREN	UNITED RENTALS		3,228.79
	200092436-007	SKID STEER LOADER RENTAL		280-5607-59300	3,228.79
7903	6/10/2022	VOLDEF	VOLUNTEERS IN DEFENSE OF ANIMALS		3,923.00
	INV0007395	03/22 ANIMAL SHELTER SVC		100-2130-53111	3,923.00
7904	6/10/2022	WESCO	WEST COAST ARBORISTS INC		4,157.93
	186068	05/01-15 PKWY TREE MTCE		200-3120-53815	3,408.45
	186070	05/24 TREE REMOVAL-BEAUTIFICATION		263-3320-53012	749.48
7905	6/17/2022	NATRS	NATIONWIDE RETIREMENT		170.00
	INV0007451	Employee Contribution		100-20340	165.40
	INV0007451	Employee Contribution		200-20340	1.15
	INV0007451	Employee Contribution		203-20340	1.15
	INV0007451	Employee Contribution		205-20340	1.15
	INV0007451	Employee Contribution		210-20340	1.15
7906	6/17/2022	FTB	STATE OF CALIFORNIA FRANCHISE TAX BOARD		250.00
	INV0007448	PR WITHOLDING ORDER		100-20399	250.00
7907	6/17/2022	USBANK	U.S BANK PARS ACCT# 6746022400		3,403.86
	INV0007455	PARS RETIREMENT		100-20340	2,200.95
	INV0007455	PARS RETIREMENT		200-20340	71.46
	INV0007455	PARS RETIREMENT		263-20340	1,091.01
	INV0007455	PARS RETIREMENT		285-20340	40.44
7908	6/17/2022	ALYBER	ALYSSA BERRIOZABAL		37.00
	INV0007445	PRE EMPLOYMENT LIVESCAN REIM-BERRIOZABAL		100-1135-53406	37.00
7909	6/17/2022	AMABUS	AMAZON CAPITAL SERVICES INC		2,522.69
	1L7C-L6XY-FJF1	8 PORT ETHERNET		550-6100-54585	673.17
	1MT9-133C-GNXY	VOLLEYBALLS-YLAC		100-4110-53011	48.48
	1PWJ-6YXW-3TJF	PRINTERS (2)		550-6100-53018	1,216.30
	1YGT-73M6-GRVM	BADGES/INK FOR EMPLOYEES		100-1135-53011	142.05
	1YNC-MDH9-DY67	TV & STAND-YLAC		550-6100-54585	442.69
7910	6/17/2022	CASANG	ANGIE M CASTANEDA		37.00
	INV0007425	PRE EMPLOYMENT REIM-CASTANEDA		100-1135-53406	37.00
7911	6/17/2022	ANTSPO	ANTHEM SPORTS, LLC		5,301.49
	326537	LP PARK BLEACHERS		100-5596-59300	5,301.49
7912	6/17/2022	ANTINC	ANTROPY, INC		1,406.25
	8057	NETWORK AND SERVER MTCE		550-6100-53111	900.00

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	8141	NETWORK AND SERVER MTCE		550-6100-53111	506.25
7913	6/17/2022	ATT	AT&T		103.80
	000018254842	04/28-05/27 PHONE-SR CENTER 911 LINE		100-4130-53715	62.28
	000018302235	05/06-06/05 WTR-CH 911 LINE		100-1150-53715	20.76
	000018302236	05/06-06/05 WTR-MYCE YARD 911 LN		285-3330-53715	20.76
7914	6/17/2022	B2PRIN	B2 PRINT		202.50
	0011424	BUSINESS CARDS-CODE		100-2110-53011	202.50
7915	6/17/2022	CONCEN	CONCENTRA		339.00
	75595927	PRE EMPLOYMENT PHYSICALS		100-1135-53406	339.00
7916	6/17/2022	CORLOG	CORELOGIC SOLUTIONS, LLC		107.75
	82134981	05/22 PROPERTY DATA SVC		100-3320-53111	107.75
7917	6/17/2022	PERDAN	DANIEL J PEREZ		35.00
	INV0007433	PRE EMPLOYMENT LIVESCAN REIM-PEREZ		100-1135-53406	35.00
7918	6/17/2022	DAROLI	DAPEER, ROSENBLIT & LITVAK, LLP		1,411.96
	20339	05/22 LEGAL SVC-CODE ENF		100-2110-53114	607.50
	20340	05/22 LEGAL SVC-CODE ENF		100-2110-53114	804.46
7919	6/17/2022	DEPTJ	DEPT OF JUSTICE-BUREAU		544.00
	585389	05/22 PRE EMPLOYMENT LIVESCAN (17)		100-1135-53406	544.00
7920	6/17/2022	DSA	DIVISION OF THE STATE ARCHITECT		183.60
	INV0007424	S1186 JAN-MAR 2022		100-42160	183.60
7921	6/17/2022	SAMSAR	DR. SAMIR SARGIOS DVM		5,000.00
	004	06/22 VIDA MONTHLY RENT		263-3320-53111	5,000.00
7922	6/17/2022	EDISON	EDISON CO		7,302.45
	INV0007434	04/01-25 ELEC-CITY HALL		100-1150-53712	3,254.07
	INV0007435	04/01-05/02 ELEC-VARIOUS		200-3120-53713	227.35
	INV0007436	04/01-05/02 ELEC-PARK SVC		285-3330-53712	1,072.68
	INV0007437	04/01-05/02 ELEC-TRAFFIC CONTROL		200-3120-53713	127.15
	INV0007438	04/01-05/02 ELEC-SR CENTER		100-4130-53712	762.57
	INV0007439	04/01-05/02 ELEC-COMM CENTER		100-4100-53712	1,858.63
7923	6/17/2022	EMPAME	EMPLOY AMERICA		3,640.00
	58E2201-IN	05/22 BUS SHELTER MTCE		210-3130-53816	3,640.00
7924	6/17/2022	ERIGUR	ERICK GURROLA		1,300.00
	1	DJ RESOURCE FAIR		263-3320-53111	1,300.00
7925	6/17/2022	EWIIRR	EWING IRRIGATION PRODUCTS INC.		607.08
	10239907	IRRIGATION SUPPLIES		280-5607-59300	77.88
	10381491	IRRIGATION SUPPLIES		280-5607-59300	308.71
	10381605	IRRIGATION SUPPLIES		280-5607-59300	10.05
	10381807	IRRIGATION SUPPLIES		280-5607-59300	210.44
7926	6/17/2022	EXPERI	EXPERIAN		27.00
	CD2302003622	05/22 CREDIT REPORT SVC		100-3320-53111	27.00
7927	6/17/2022	FEDEXP	FEDERAL EXPRESS CORP		32.25
	7-776-88351	FARMERS STATE BANK POSTAGE		100-1150-53211	32.25
7928	6/17/2022	FRAEXO	FRANCISCO'S EXOTIC DECO INC.		1,237.35
	4737	RESOURCE FAIR SUPPLIES		263-3320-53011	1,237.35
7929	6/17/2022	FRANKL	FRANKLIN AIR CONDITIONING &		400.00
	50637	A/C CH MTCE		100-1150-53811	400.00

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Payment Dates: 6/4/2022 - 6/17/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
7930	6/17/2022 INV0007443	VERIC 06/07-07/06 PHONE-SR CTR ALARM	FRONTIER COMMUNICATIONS	100-4130-53715	111.66 111.66
7931	6/17/2022 021296820	GALLS UNIFORMS-CODE ENF	GALLS	100-2110-53015	129.95 129.95
7932	6/17/2022 10695574	GARDA 06/22 ARMORED TRANS SVC	GARDAWORLD	100-1130-53111	524.32 524.32
7933	6/17/2022 199	GLOURB MOBILE DIGITAL BILLBOARD-PARK GRAND OPENING	GLOBAL URBAN STRATEGIES, INC	263-3320-53111	1,600.00 1,600.00
7934	6/17/2022 308085	GORM COMM CTR JANITORIAL SUPPLIES	GORM INC	285-3330-53813	1,083.32 1,083.32
7935	6/17/2022 3252 3255	HACLWN SPEED FEED HEAD-MTCE TOOL MTCE TOOLS	HACIENDA LAWNMOWER SHOP	100-3330-53012 100-3330-53012	133.37 61.49 71.88
7936	6/17/2022 INV0007432	HILHOL CANDIDATE STATEMENT REFUND-HOLLOWAY	HILDA HOLLOWAY	100-1120-53115	1,340.81 1,340.81
7937	6/17/2022 0001	JUSRIG SPARKS MIDDLE SCHOOL MURAL PROJ	JUST RIGHT ART SERVICES	263-3320-53111	3,457.00 3,457.00
7938	6/17/2022 1619	KSKFAC SR CENTER ADDITIONAL CLEANING	KSK FACILITIES	100-4130-53813	450.00 450.00
7939	6/17/2022 INV0007462 INV0007463 INV0007464 INV0007465 INV0007466 INV0007467 INV0007468	LPVCWD 03/17-05/16 WTR-CH MAIN 03/17-05/16 WTR-CH LANDSCAPE 03/17-05/16 WTR-GLENDORA #1 03/17-05/16 WTR-116 N FIRST ST 03/17-05/16 WTR-S FIRST ST 03/17-05/16 WTR-SECOND ST 03/17-05/16 WTR-SECOND ST	LA PUENTE VALLEY CO WATER	100-1150-53714 100-1150-53714 200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714	2,398.04 1,857.48 52.32 136.84 136.84 71.52 71.52 71.52
7940	6/17/2022 4059	LCAC 2023 MEMBERSHIP DUES	LEAGUE OF CALIF CITIES	100-10250	1,149.75 1,149.75
7941	6/17/2022 37699	LEWIS RECOGNITION NAMEPLATE	LEWIS ENGRAVING, INC	100-1100-53976	13.23 13.23
7942	6/17/2022 35173 35346	LOCKSP REPAIR SLIDING DOORS-SR CENTER CH DUP KEYS	LOCKS PLUS, INC	100-4130-53813 100-1150-53012	453.46 187.37 266.09
7943	6/17/2022 INV0007441	MARTOR EDUCATION REIM-TORRES	MARTHA TORRES	100-1135-53151	2,082.00 2,082.00
7944	6/17/2022 128331 128334 128342 128351 128355 128359 128379 128388 128391 128392 128415 128425 128450	MERRIT UTILITY GLOVE GRAFFITI SUPPLIES OFFICE SUPPLIES SUPPLIES-ICE MACHINE GRAFFITI SUPPLIES CONCRETE SUPPLIES MTCE TOOLS SR CENTER TOOLS COMM CTR SUPPLIES MTCE SUPPLIES CANOPY CC-CLEANING SUPPLIES GRAFFITI SUPPLIES	MERRITTS HARDWARE	100-3330-53012 200-3120-53016 100-3330-53012 100-3330-53012 200-3120-53016 280-5607-59300 100-3330-53012 100-4130-53012 100-4100-53012 100-3330-53012 100-2130-53012 100-4100-53012 200-3120-53016	1,454.55 12.09 147.79 20.17 28.84 8.78 50.97 71.43 51.39 -5.26 16.68 131.99 110.95 66.30

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	128458	20GA BARS		100-1150-53012	19.79
	128462	WASHERS/PLUG		100-1150-53012	11.97
	128469	DRAIN W/PLUG		100-1150-53012	10.99
	128529	GRAFFITI SUPPLIES		200-3120-53016	100.00
	128546	GRAFFITI SUPPLIES		200-3120-53016	16.49
	128572	GRAFFITI SUPPLIES		200-3120-53016	16.70
	128598	ANCHOR/NAILS		100-1150-53012	41.56
	128649	MTCE TOOLS		280-5607-59300	104.65
	128654	TOILET PAPER HOLDER		100-1150-53012	10.10
	128670	BOTLS		100-3330-53012	17.40
	128691	ANIMAL CONTROL SUPPLIES		100-2130-53012	68.16
	128695	MTCE SUPPLIES		100-3330-53012	11.64
	128712	BATTERIES/TAPE		100-3330-53012	62.66
	128713	BOLTS/SNAP END BOLTS		100-4110-53012	30.73
	128754	GRAFFITI SUPPLIES		200-3120-53016	10.99
	128775	VOLTAG TESTER		100-3330-53012	40.69
	128787	WEEDER/CORED		280-5607-59300	78.07
	128789	GRAFFITI SUPPLIES		200-3120-53016	68.98
	128795	WALLPLATE/HOSE		100-4110-53012	20.86
7946	6/17/2022 227793517001	ODP PRE INK STAMP	ODP BUSINESS SOLUTIONS, LLC	100-4100-53011	30.56 30.56
7947	6/17/2022 247860804001	ODP FILING CABINETS FOR PROS TEAM	ODP BUSINESS SOLUTIONS, LLC	263-3320-53996	1,446.30 1,446.30
7948	6/17/2022 INV0007470	POST 05/22 PASSPORT POSTAGE	POSTMASTER	100-1150-53211	507.64 507.64
7949	6/17/2022 6015999	REGION 03/22 EZ/FOOTHILL MONTHLY PASS	REGIONAL TAP SERVICE CENTER	210-3130-53915	2,025.60 2,025.60
7950	6/17/2022 2215 2215	SGVGOV FY 22/23 SGVCOG ANNUAL DUES FY 22/23 SGVCOG ANNUAL DUES	SAN GABRIEL VALLEY - COG	100-10250 210-10250	20,666.98 10,333.49 10,333.49
7951	6/17/2022 LAPUENTE0522 LAPUENTE0522 LAPUENTE0522 LAPUENTE0522	SGTRA 05/22 DIAL A RIDE 05/22 LP LINK SVC 05/22 DIAL A RIDE FARE 05/22 LP LINK FARE	SOUTHLAND TRANSIT INC	210-3130-53916 210-3130-53917 210-46100 210-46105	44,102.52 5,900.08 40,285.19 -23.25 -2,059.50
7952	6/17/2022 180012650143	SOSUBW 05/05-06/06 WTR-HACIENDA/MAPLEGROVE	SUBURBAN WATER SYSTEMS	200-3120-53714	265.04 265.04
7953	6/17/2022 INV0007442 INV0007469 INV0007471 INV0007472	GASCO 05/05-06/06 GAS-SR CENTER 05/06-06/07 GAS-CITY HALL 05/06-06/07 GAS-YLAC 05/06-06/07 GAS-COMM CENTER	THE GAS COMPANY	100-4130-53711 100-1150-53711 100-4110-53711 100-4100-53711	1,248.64 120.55 1,026.91 97.21 3.97
7954	6/17/2022 5536 5537	THESAU CITY COUNCIL-POLO SHIRTS VOLUNTEER SHIRTS	THE SAUCE CREATIVE SERVICES CORP	263-3320-53111 263-3320-53111	1,025.91 773.38 252.53
7955	6/17/2022 149773307 149838396	ULINE LP PARK SUPPLIES SAFETY MIRROR-MTCE YARD	ULINE	100-3330-53011 100-3330-53813	732.34 548.53 183.81
7956	6/17/2022 114-13116277	UNISIT 05/22-06/20 LP PARK FENCE RENTAL	UNITED SITE SERVICES	100-3330-53822	547.09 547.09

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
7957	6/17/2022	UNISTA	UNITED STATES TREASURY		123.03
	INV0007444	PCORI FEES-EIN# 956005862 2ND QTR FORM 720		100-1130-53965	123.03
7958	6/17/2022	CALCARD	US Bank CalCard		6,474.35
	INV0007426	LP PARK CONTRACTORS MTG		100-1110-53972	426.79
	INV0007426	MTG-BLACKWATER		100-1110-53972	88.57
	INV0007426	MTG-LUNCH		100-1110-53972	138.89
	INV0007426	WILLDAN MTG		100-1110-53972	40.67
	INV0007426	LP PARK MTG		100-1110-53972	72.99
	INV0007426	LUNCH MTG-WILLDAN CONTRACTORS		100-1110-53972	77.98
	INV0007426	SPOHN RANCH MTG		100-1110-53972	32.27
	INV0007426	LUNCH MTG		100-1110-53972	27.54
	INV0007426	LUNCH MTG		100-1110-53972	33.47
	INV0007426	LUNCH MTG		100-1110-53972	78.96
	INV0007426	BACKGROUND SVC		100-1135-53406	16.95
	INV0007426	VEST AT & T		100-2130-53011	40.55
	INV0007426	FUEL		555-3150-53014	47.46
	INV0007426	FUEL		555-3150-53014	125.00
	INV0007426	FUEL		555-3150-53014	114.81
	INV0007426	FUEL		555-3150-53014	78.41
	INV0007426	FUEL		555-3150-53014	125.00
	INV0007426	FUEL		555-3150-53014	98.87
	INV0007426	CARWASH		555-3150-53812	39.99
	INV0007427	ICSC REPORTS		100-3300-53972	526.00
	INV0007427	LODGING-ICSC CONF		100-3300-53972	1,097.70
	INV0007427	CONF-DIMARIO		100-3300-53972	13.00
	INV0007427	LODGING-ICSC CONF		100-3300-53972	651.79
	INV0007427	TRAILER SPRAYER		100-3330-53012	696.50
	INV0007427	LUNCH MTG		100-3330-53976	125.93
	INV0007427	SOCAL SPORTS TURF MEMBERSHIP		100-3330-53976	140.00
	INV0007429	LUNCH MTG		100-1110-53972	93.18
	INV0007429	ELECTION CTR MEMBERSHIP-DUNLAP/GARCIA		100-1120-53971	275.00
	INV0007429	COUNCIL SUPPLIES		100-1120-53976	27.38
	INV0007429	GO TO WEBINAR		550-6100-53017	63.00
	INV0007430	CH COFFEE POT		100-1150-53012	27.36
	INV0007430	CODE ENF TRAINING-CASTANEDA		100-2110-53151	357.30
	INV0007430	LUNCH MTG-WILLDAN		100-2130-53972	81.00
	INV0007430	SPORTS PROGRAM		100-4110-53980	55.30
	INV0007430	BOOT-UNIFORMS		263-3320-53011	155.08
	INV0007430	DRAWSTRING SPORTPACK		263-3320-53011	212.89
	INV0007430	REMARKABLE		550-6100-53017	23.97
	INV0007430	SPAM FILTER		550-6100-53017	47.80
	INV0007430	MICROSOFT STORE		550-6100-53017	99.00
7960	6/17/2022	VOLDEF	VOLUNTEERS IN DEFENSE OF ANIMALS		4,841.00
	INV0007431	04/22 ANIMAL SHELTER SVC		100-2130-53111	4,841.00
7961	6/17/2022	WESCO	WEST COAST ARBORISTS INC		2,391.15
	186558	05/16-31 PKWY TREE MTCE		200-3120-53815	2,391.15
7962	6/17/2022	ZENTEC	ZENCITY TECHNOLOGIES US INC		15,000.00
	EI228000093	SOCIAL MEDIA AGGREGATION TOOL		263-3320-53416	15,000.00
7963	6/17/2022	MOOVA	MOON VALLEY NURSERY		16,508.97
	4801	LP PARK TREES		280-5606-59300	16,508.97
DFT0001659	6/10/2022	PENTR	PENSION STABILIZATION TRUST		95,000.00
	INV0007405	115 PENSION TRUST CONTRIBUTION		100-1135-51211	95,000.00
DFT0001662	6/17/2022	ICMARC	VANTAGEPOINT TRANSFER AGENTS-457		30.16
	INV0007449	EMPLOYEE LOAN REPYMT		100-20399	20.28
	INV0007449	EMPLOYEE LOAN REPYMT		200-20399	3.41

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Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0007449	EMPLOYEE LOAN REPYMT		203-20399	0.68
	INV0007449	EMPLOYEE LOAN REPYMT		205-20399	0.68
	INV0007449	EMPLOYEE LOAN REPYMT		210-20399	4.43
	INV0007449	EMPLOYEE LOAN REPYMT		260-20399	0.68
DFT0001663	6/17/2022	ICMARC	VANTAGEPOINT TRANSFER AGENTS-457		2,265.00
	INV0007450	EMPLOYEE CONTRIBUTIONS		100-20399	1,584.50
	INV0007450	EMPLOYEE CONTRIBUTIONS		200-20399	172.18
	INV0007450	EMPLOYEE CONTRIBUTIONS		202-20399	91.27
	INV0007450	EMPLOYEE CONTRIBUTIONS		203-20399	102.50
	INV0007450	EMPLOYEE CONTRIBUTIONS		205-20399	100.52
	INV0007450	EMPLOYEE CONTRIBUTIONS		210-20399	160.08
	INV0007450	EMPLOYEE CONTRIBUTIONS		260-20399	53.95
DFT0001664	6/17/2022	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		14,487.41
	INV0007452	EMPLOYER CONTRIBUTION		100-20360	10,557.00
	INV0007452	EMPLOYER CONTRIBUTION		200-20360	708.38
	INV0007452	EMPLOYER CONTRIBUTION		202-20360	106.50
	INV0007452	EMPLOYER CONTRIBUTION		203-20360	502.28
	INV0007452	EMPLOYER CONTRIBUTION		205-20360	480.57
	INV0007452	EMPLOYER CONTRIBUTION		210-20360	518.10
	INV0007452	EMPLOYER CONTRIBUTION		260-20360	453.71
	INV0007452	EMPLOYER CONTRIBUTION		263-20360	643.25
	INV0007452	EMPLOYER CONTRIBUTION		285-20360	517.62
DFT0001665	6/17/2022	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		10,341.05
	INV0007453	PERS- NEW EMPLY CONTRB		100-20399	7,329.35
	INV0007453	PERS- NEW EMPLY CONTRB		200-20399	509.72
	INV0007453	PERS- NEW EMPLY CONTRB		202-20399	98.73
	INV0007453	PERS- NEW EMPLY CONTRB		203-20399	396.02
	INV0007453	PERS- NEW EMPLY CONTRB		205-20399	377.51
	INV0007453	PERS- NEW EMPLY CONTRB		210-20399	338.62
	INV0007453	PERS- NEW EMPLY CONTRB		260-20399	262.64
	INV0007453	PERS- NEW EMPLY CONTRB		263-20399	596.31
	INV0007453	PERS- NEW EMPLY CONTRB		285-20399	432.15
DFT0001666	6/17/2022	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		732.27
	INV0007454	EMPLOYEE PORTION		100-20360	707.85
	INV0007454	EMPLOYEE PORTION		200-20360	16.28
	INV0007454	EMPLOYEE PORTION		210-20360	8.14
DFT0001667	6/17/2022	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		58.00
	INV0007456	SURVIVORS LIFE INSURANCE		100-20350	42.20
	INV0007456	SURVIVORS LIFE INSURANCE		200-20350	2.35
	INV0007456	SURVIVORS LIFE INSURANCE		202-20350	0.16
	INV0007456	SURVIVORS LIFE INSURANCE		203-20350	2.04
	INV0007456	SURVIVORS LIFE INSURANCE		205-20350	2.03
	INV0007456	SURVIVORS LIFE INSURANCE		210-20350	1.22
	INV0007456	SURVIVORS LIFE INSURANCE		260-20350	0.97
	INV0007456	SURVIVORS LIFE INSURANCE		263-20350	3.53
	INV0007456	SURVIVORS LIFE INSURANCE		285-20350	3.50
DFT0001668	6/17/2022	EMPLOY	EMPLOYMENT DEVELOPMENT DEPT		5,379.55
	INV0007459	STATE INCOME TAX		100-20310	4,157.33
	INV0007459	STATE INCOME TAX		200-20310	250.43
	INV0007459	STATE INCOME TAX		202-20310	60.42
	INV0007459	STATE INCOME TAX		203-20310	123.54
	INV0007459	STATE INCOME TAX		205-20310	118.20
	INV0007459	STATE INCOME TAX		210-20310	139.03
	INV0007459	STATE INCOME TAX		260-20310	93.46
	INV0007459	STATE INCOME TAX		263-20310	274.53

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	INV0007459	STATE INCOME TAX		285-20310	162.61
DFT0001669	6/17/2022	IRSPR	IRS PAYROLL TAX DEPOSIT		15,332.92
	INV0007460	FEDERAL WITHHOLDING		100-20300	11,833.72
	INV0007460	FEDERAL WITHHOLDING		200-20300	664.58
	INV0007460	FEDERAL WITHHOLDING		202-20300	158.64
	INV0007460	FEDERAL WITHHOLDING		203-20300	317.14
	INV0007460	FEDERAL WITHHOLDING		205-20300	294.71
	INV0007460	FEDERAL WITHHOLDING		210-20300	393.24
	INV0007460	FEDERAL WITHHOLDING		260-20300	308.60
	INV0007460	FEDERAL WITHHOLDING		263-20300	925.58
	INV0007460	FEDERAL WITHHOLDING		285-20300	436.71
DFT0001670	6/17/2022	IRSPR	IRS PAYROLL TAX DEPOSIT		5,597.82
	INV0007461	MEDICARE TAX		100-20300	3,972.56
	INV0007461	MEDICARE TAX		200-20300	228.00
	INV0007461	MEDICARE TAX		202-20300	38.18
	INV0007461	MEDICARE TAX		203-20300	150.36
	INV0007461	MEDICARE TAX		205-20300	143.26
	INV0007461	MEDICARE TAX		210-20300	128.70
	INV0007461	MEDICARE TAX		260-20300	95.34
	INV0007461	MEDICARE TAX		263-20300	652.54
	INV0007461	MEDICARE TAX		285-20300	188.88
Grand Total:					2,118,281.50

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	952,182.08
200 - GAS TAX FUND	33,548.79
202 - RMRA (SB 1)	553.90
203 - MEASURE M FUND	1,606.57
205 - MEASURE R FUND	1,529.00
210 - PROP A FUND	61,868.39
260 - CDBG PROGRAM FUND	1,325.58
263 - AMERICAN RESCUE PLAN ACT FUND	37,745.42
280 - MISCELLANEOUS GRANTS FUND	151,146.26
283 - MEASURE A SAFE PARKS FUND	21,371.00
285 - LIGHTING & LANDSCAPE MAINTENANCE	38,264.71
400 - CAPITAL PROJECTS FUND	786,836.85
550 - EQUIPMENT REPLACEMENT FUND	8,611.82
555 - VEHICLE MAINTENANCE & REPLACEMENT FUND	21,691.13
Grand Total:	2,118,281.50

Account Summary

Account Number	Account Name	Payment Amount
100-10250	Prepaid Expenses	11,953.10
100-1100-53976	Special Departmental	13.23
100-1110-53972	Conferences & Meetings	1,111.31
100-1120-53111	Contract Services - Private	926.25
100-1120-53115	Contract Services - Election	1,340.81
100-1120-53971	Dues & Memberships	275.00
100-1120-53976	Special Departmental	289.49
100-1130-53111	Contract Services - Private	2,215.62
100-1130-53965	Financial Service Fees	123.03
100-1135-51211	Retirement	95,000.00
100-1135-53011	Operating Supplies	142.05
100-1135-53151	Education & Training	4,290.58
100-1135-53406	Recruitment Expenses	2,162.95
100-1150-53012	Small Tools & Equipment	412.30
100-1150-53211	Postage & Mailing Services	539.89
100-1150-53711	Utility - Gas	1,026.91
100-1150-53712	Utility - Electricity	3,254.07
100-1150-53714	Utility - Water	1,909.80
100-1150-53715	Utility - Communications	362.24
100-1150-53811	Equipment Maintenance	400.00
100-1150-53813	Facility Maintenance	1,670.00
100-1150-53911	Equipment Lease/Rental	1,046.41
100-20220	Retention Payable	-5,134.33
100-20300	FIT Payable	15,806.28
100-20310	SIT Payable	4,157.33
100-20340	PARS	2,366.35
100-20350	Group Insurance	42.20
100-20360	PERS	11,264.85
100-20380	Union Dues	736.84
100-20399	Other Payroll Deductions	9,184.13
100-2100-53110	Contract Services - LA Sher..	580,364.98
100-2100-53186	Liability Trust Fund	61,196.28
100-2110-53011	Operating Supplies	202.50
100-2110-53015	Uniform/Boot Reimburse...	129.95
100-2110-53114	Legal Services	4,936.27
100-2110-53151	Education & Training	357.30
100-2130-53011	Operating Supplies	40.55
100-2130-53012	Small Tools & Equipment	200.15
100-2130-53015	Uniforms/Boot Reimburs...	78.86

Account Summary

Account Number	Account Name	Payment Amount
100-2130-53111	Contract Services - Private	9,814.00
100-2130-53972	Conferences & Meetings	81.00
100-3300-53111	Contract Services - Private	1,300.00
100-3300-53411	Printing & Publishing	1,478.24
100-3300-53972	Conferences & Meetings	2,288.49
100-3320-53111	Contract Services - Private	134.75
100-3330-53011	Operating Supplies	996.09
100-3330-53012	Small Tools & Equipment	1,470.37
100-3330-53015	Uniform/Boot Reimburse...	369.16
100-3330-53811	Equipment Maintenance	81.61
100-3330-53813	Facility Maintenance	192.93
100-3330-53822	Park Maintenance & Repa...	606.37
100-3330-53976	Special Departmental	265.93
100-4100-53011	Operating Supplies	304.54
100-4100-53012	Small Tools & Equipment	105.69
100-4100-53711	Utility - Gas	3.97
100-4100-53712	Utility - Electricity	1,858.63
100-4100-53976	Special Departmental	76.00
100-4110-53011	Operating Supplies	48.48
100-4110-53012	Small Tools & Equipment	51.59
100-4110-53711	Utility - Gas	97.21
100-4110-53712	Utility - Electricity	3,398.94
100-4110-53980	Sports Activities	55.30
100-4130-53012	Small Tools & Equipment	51.39
100-4130-53711	Utility - Gas	120.55
100-4130-53712	Utility - Electricity	762.57
100-4130-53714	Utility - Water	332.24
100-4130-53715	Utility - Communications	173.94
100-4130-53811	Equipment Maintenance	270.00
100-4130-53813	Facility Maintenance	755.88
100-42160	SB 1186 (CASP Fee)	183.60
100-43110	Parking Citations	69.00
100-5596-59300	Construction Costs	107,988.09
200-20300	FIT Payable	892.58
200-20310	SIT Payable	250.43
200-20340	PARS	72.61
200-20350	Group Insurance	2.35
200-20360	PERS	724.66
200-20380	Union Dues	54.42
200-20399	Other Payroll Deductions	685.31
200-3120-53016	Graffiti Removal Supplies	2,438.35
200-3120-53713	Utility - Hwy Lights	15,614.57
200-3120-53714	Utility - Water	824.80
200-3120-53815	Parkway Tree Maintenan...	6,929.60
200-3120-53819	Signal Maintenance	5,059.11
202-20300	FIT Payable	196.82
202-20310	SIT Payable	60.42
202-20350	Group Insurance	0.16
202-20360	PERS	106.50
202-20399	Other Payroll Deductions	190.00
203-20300	FIT Payable	467.50
203-20310	SIT Payable	123.54
203-20340	PARS	1.15
203-20350	Group Insurance	2.04
203-20360	PERS	502.28
203-20380	Union Dues	10.86
203-20399	Other Payroll Deductions	499.20
205-20300	FIT Payable	437.97

Account Summary

Account Number	Account Name	Payment Amount
205-20310	SIT Payable	118.20
205-20340	PARS	1.15
205-20350	Group Insurance	2.03
205-20360	PERS	480.57
205-20380	Union Dues	10.37
205-20399	Other Payroll Deductions	478.71
210-10250	Prepaid Expenses	10,333.49
210-20300	FIT Payable	521.94
210-20310	SIT Payable	139.03
210-20340	PARS	1.15
210-20350	Group Insurance	1.22
210-20360	PERS	526.24
210-20380	Union Dues	74.07
210-20399	Other Payroll Deductions	503.13
210-3130-53816	Bus Shelter Maintenance	3,640.00
210-3130-53915	Public Transit Subsidy	2,025.60
210-3130-53916	Dial-A-Ride Services	5,900.08
210-3130-53917	Fixed Route Shuttle	40,285.19
210-46100	Dial-A-Ride Fares	-23.25
210-46105	Shuttle Fares	-2,059.50
260-20300	FIT Payable	403.94
260-20310	SIT Payable	93.46
260-20350	Group Insurance	0.97
260-20360	PERS	453.71
260-20380	Union Dues	56.23
260-20399	Other Payroll Deductions	317.27
263-20300	FIT Payable	1,578.12
263-20310	SIT Payable	274.53
263-20340	PARS	1,091.01
263-20350	Group Insurance	3.53
263-20360	PERS	643.25
263-20399	Other Payroll Deductions	596.31
263-3320-53011	Operating Supplies	2,600.76
263-3320-53012	Small Tools & Equipment	2,082.73
263-3320-53111	Contract Services-Private	12,382.91
263-3320-53416	Social Media Technology	15,000.00
263-3320-53996	Furniture/Office Equipme...	1,492.27
280-20220	Retention Payable	7,816.39
280-5606-59300	CONSTRUCTION COSTS	104,016.40
280-5607-59300	Construction Costs	39,313.47
283-20220	Retention Payable	21,371.00
285-20300	FIT Payable	625.59
285-20310	SIT Payable	162.61
285-20340	PARS	40.44
285-20350	Group Insurance	3.50
285-20360	PERS	517.62
285-20380	Union Dues	46.95
285-20399	Other Payroll Deductions	432.15
285-3330-53111	Contract Services - Private	5,932.50
285-3330-53712	Utility - Electricity	21,154.40
285-3330-53714	Utility - Water	3,492.11
285-3330-53715	Utility - Communications	41.52
285-3330-53813	Facility Maintenance	1,083.32
285-3330-53814	Landscape Maintenance	3,220.00
285-3330-53911	Equipment Lease/Rental	1,512.00
400-20220	Retention Payable	-41,412.49
400-5608-59300	Construction Costs	828,249.34
550-6100-53017	Software & Licensing	4,873.41

Account Summary

Account Number	Account Name	Payment Amount
550-6100-53018	Computer Hardware & Su...	1,216.30
550-6100-53111	Contract Services - Private	1,406.25
550-6100-54585	Furniture/Office Equipme...	1,115.86
555-3150-53014	Fuel	589.55
555-3150-53812	Vehicle Maintenance	14,997.52
555-3150-53912	Vehicle Lease	6,104.06
Grand Total:		2,118,281.50

Project Account Summary

Project Account Key	Payment Amount
None	2,078,108.96
100022E	21,237.23
100822E	1,860.24
100922E	2,004.20
101222E	5,000.00
101422E	3,457.00
30222E	167.00
69422E	606.37
70722E	4,710.50
70922E	1,130.00
Grand Total:	2,118,281.50



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: June 28, 2022

Via: Bob Lindsey, City Manager

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

SUBJECT: PRESENTATION OF MAY 2022 REQUISITION SUMMARY REPORT

BACKGROUND

On April 24, 2018, the City Council adopted several ordinances and accompanying resolutions amending the City's purchasing procedures to streamline and make the procurement process more efficient. One of the amendments to the purchasing procedures was a provision setting a \$5,000 spending limit for Department Heads and a separate provision increasing the City Manager's spending limit to \$20,000 for professional services, supplies and equipment. In order to document purchases approved by the City Manager and/or Department Heads the City Council directed that a monthly report be prepared and filed with the City Council. This action is to receive and file the requisition summary report for the month of May 2022.

DISCUSSION

City staff initiated thirteen (13) requisitions during the month totaling \$272,189.82.

RECOMMENDATION

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

ATTACHMENTS

Attachment "A": Requisition Summary Report for May 2022



City of La Puente

Requisition Summary Report

Requisition Detail

Issued Date Range 05/01/2022 - 05/31/2022

Requisition Number	Description Vendor	Status	Requested by Approved by	Issue Date	Trade Discount	Paid
REQ000590	Firework Show - July 2022 EXPINC - EXPOSHOWS INC.,	Approved	ADRIANA DOMINGUEZ CITY COUNCIL	5/2/2022	0	17,500.00

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
Firework Show - July 2022	1		0	0	0	0	0	17,500.00

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
100-4140-53979	Special Events	61022E		100.00%	35,000.00

REQ000592	Stage and Sound ANGAUD - ANGELCOM AUDIO	Approved	ADRIANA DOMINGUEZ CITY MANAGER	5/3/2022	0	6,925.00
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Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
Stage and Sound	1		0	0	0	0	0	6,925.00

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
100-4140-53979	Special Events	61023E		100.00%	6,925.00

REQ000594	SOLAR TRASH COMPACTORS (2) BIGBEL - BIGBELLY SOLAR	Approved	Alexander Merkel CITY MANAGER	5/16/2022	0	9,500.00
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Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
SOLAR TRASH COMPACTORS (2)	1		0	0	0	700	0	-

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
100-5596-59300	Construction Costs			100.00%	9,500.00

REQ000595	RUCH #2426 REHAB LOAN FARMER - FARMERS STATE BANK OF HARLAND	Approved	GISELA RUBIO CITY COUNCIL	5/18/2022	0	43,000.00
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Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
RUCH #2426 REHAB LOAN	1		0	0	0	0	0	43,000.00

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
265-3320-53977	Grants & Loans - Residential	30222E		100.00%	43,000.00

REQ000596	SKATEPARK BOUNDARY TURF PH II TURALL - TURF ALLIANCE, LLC	Approved	ELIZABETH HERRERA CITY COUNCIL	5/23/2022	0	142,046.69
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Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
SKATEPARK BOUNDARY TURF PI	1		0	0	0	0	0	85,657.43

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
280-5606-59300	CONSTRUCTION COSTS			100.00%	142,046.69

Requisition Summary Report
Issued Date Range 05/01/2022 - 05/31/2022

Requisition Number	Description Vendor	Status	Requested by Approved by	Issue Date	Trade Discount	Paid
REQ000597	New Staff - Uniform Shirts THESAU - THE SAUCE CREATIVE SERVICES CORP	Approved	ADRIANA DOMINGUEZ DIR OF COMM SERVICES	5/23/2022	0	2,686.50

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Dist Amount
New Staff - Uniform Shirts	1		0	0	0	0	0	700.00

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
100-4100-53011	Operating Supplies			100.00%	700.00

New Staff - Uniform Shirts	2		0	0	0	0	0	1,800.00
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Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
100-4110-53011	Operating Supplies			100.00%	1,800.00

New Staff - Uniform Shirts	3		0	0	0	0	0	500.00
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Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
100-4130-53011	Operating Supplies			100.00%	500.00

REQ000598	STUMP AND TREE REMOVAL WESCO - WEST COAST ARBORISTS INC	Approved	ELIZABETH HERRERA DIR OF ADMIN SERVICES	5/23/2022	0	1,499.77
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Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
STUMP AND TREE REMOVAL	1		0	0	0	0	0	-

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
263-3320-53111	Contract Services-Private	100922E		100.00%	1,499.77

REQ000600	MDC REMOVAL AND INSTALLATION CDCEIN - CDCE, INC.	Approved	ELIZABETH HERRERA CITY MANAGER	5/24/2022	0	7,500.00
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Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
MDC REMOVAL AND INSTALLAT	1		0	0	0	0	0	-

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
263-3320-53111	Contract Services-Private	100022E		100.00%	7,500.00

REQ000601	Grand Opening Park - Stage and Sound ANGAUD - ANGELCOM AUDIO	Approved	ADRIANA DOMINGUEZ DIR OF COMM SERVICES	5/24/2022	0	1,500.00
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Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
Grand Opening Park - Stage and	1		0	0	0	0	0	1,165.00

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
263-3320-53111	Contract Services-Private	100022E		100.00%	1,500.00

Requisition Summary Report
Issued Date Range 05/01/2022 - 05/31/2022

Requisition Number	Description Vendor	Status	Requested by Approved by	Issue Date	Trade Discount	Paid
REQ000602	Park Grand Opening - Decorations ITSGAS - IT'S A GAS, INC	Approved	ADRIANA DOMINGUEZ DIR OF COMM SERVICES	5/24/2022	0	1,320.00

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
Park Grand Opening - Decoratio	1		0	0	0	0	0	1,320.00

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
263-3320-53111	Contract Services-Private	100022E		100.00%	1,500.00

REQ000603	OFFICE CHAIRS FOR PROS TEAM (4) STAPLE - STAPLES CREDIT PLAN	Approved	REGINA NEWCOMB DIR OF ADMIN SERVICES	5/25/2022	0	1,282.96
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Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
OFFICE CHAIRS FOR PROS TEAM	1		4	279.99	163	0	0	-

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
263-3320-53996	Furniture/Office Equipment	100822E		100.00%	1,282.96

REQ000604	Baseball Field Netting Structures MARK - MARK'S WELDING SERVICE	Approved	Alexander Merkel CITY MANAGER	5/25/2022	0	17,300.00
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Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
Baseball Field Netting Structures	1		0	0	0	0	0	-

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
280-5606-59300	CONSTRUCTION COSTS			100.00%	17,300.00

REQ000605	Park Opening - Giveaways THESAU - THE SAUCE CREATIVE SERVICES CORP	Approved	ADRIANA DOMINGUEZ DIR OF COMM SERVICES	5/31/2022	0	2,135.40
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Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
Park Opening - Giveaways	1		0	0	0	0	0	2,135.40

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
263-3320-53111	Contract Services-Private	100022E		100.00%	2,135.40

Requisitions:	13	Paid Discount:	0	Total:	272,189.82
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City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: June 28, 2022

From: Bob Lindsey, City Manager

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

SUBJECT: PRESENTATION OF MAY 2022 INVESTMENT REPORT

BACKGROUND

This report presents the City's investment portfolio for the period of May 2022. The attachment provides details of the City's portfolio. It has been prepared to comply with regulations contained in California Government Code Section 53600 and the Statement of Investment Policy approved by City Council on June 8, 2021.

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

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

DISCUSSION

The Investment Report for May 2022 has been provided for your review.

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

Purchase	Federal Government Obligations-FHLMC	05/05/2022	3.25%	05/26/2027	250,000.00
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FISCAL IMPACT

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

SUMMARY

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

RECOMMENDATION

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

ATTACHMENTS

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

CITY OF LA PUENTE

ATTACHMENT A

Cash and Investment Report
May 31, 2022

Investment Type	Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Market Valuation
Local Agency Investment Fund	State of California			0.685%	\$ 3,438,424	\$ 3,438,424	\$ 3,399,754	LAIF
Government Obligations								
U.S. Agency Security	FFCB	06/07/19	06/13/24	1.950%	250,000	249,904	247,605	Stifel
U.S. Agency Security	FFCB	06/10/20	06/10/25	0.680%	250,000	250,000	234,810	Multi-Bank
U.S. Agency Security	FFCB	06/02/20	06/09/25	0.500%	250,000	250,000	233,823	Stifel
U.S. Agency Security	FFCB	03/22/21	04/01/25	0.710%	250,000	250,000	235,645	Stifel
U.S. Agency Security	FFCB	02/24/21	03/03/26	0.790%	250,000	250,000	233,500	Stifel
U.S. Agency Security	FFCB	08/03/21	08/10/26	0.710%	250,000	250,000	230,095	Stifel
U.S. Agency Security	FFCB	08/30/21	09/01/26	0.870%	250,000	499,800	462,610	Stifel
U.S. Agency Security	FFCB	08/30/21	02/10/25	0.480%	250,000	249,750	235,483	Stifel
U.S. Agency Security	FFCB	09/23/21	09/28/26	0.940%	250,000	249,500	228,623	Stifel
U.S. Agency Security	FFCB	09/02/21	09/08/26	0.870%	250,000	250,000	228,148	Stifel
U.S. Agency Security	FFCB	07/29/20	07/29/25	0.580%	250,000	250,000	232,948	Stifel
U.S. Agency Security	FFCB	10/07/21	10/07/26	1.000%	250,000	249,625	231,118	Stifel
U.S. Agency Security	FFCB	10/28/21	11/03/26	1.330%	250,000	250,000	234,450	Stifel
U.S. Agency Security	FFCB	11/10/21	11/16/26	1.270%	250,000	250,000	234,788	Stifel
U.S. Agency Security	FFCB	11/24/21	11/30/26	1.460%	500,000	500,000	467,960	Stifel
U.S. Agency Security	FHLB	05/05/20	05/19/25	0.750%	250,000	250,000	235,360	Stifel
U.S. Agency Security	FHLB	03/02/21	02/26/26	0.850%	250,000	250,000	234,100	Stifel
U.S. Agency Security	FHLB	03/09/21	03/30/26	0.980%	250,000	250,000	234,775	Stifel
U.S. Agency Security	FHLB	03/11/21	03/25/26	0.875%	250,000	251,000	233,800	Stifel
U.S. Agency Security	FHLB	06/29/20	06/30/25	0.650%	375,000	375,000	355,365	Stifel
U.S. Agency Security	FHLB	02/09/21	02/09/26	0.300%	250,000	250,000	232,735	Stifel
U.S. Agency Security	FHLB	08/10/21	02/18/26	0.600%	250,000	248,250	231,465	Stifel
U.S. Agency Security	FHLB	02/18/21	02/18/26	0.600%	250,000	250,000	231,465	Multi-Bank
U.S. Agency Security	FHLB	02/26/21	02/26/26	0.580%	250,000	250,000	231,755	Multi-Bank
U.S. Agency Security	FHLB	01/26/21	01/26/26	0.560%	250,000	250,000	231,185	Multi-Bank
U.S. Agency Security	FHLB	02/24/21	02/24/26	0.625%	250,000	249,500	232,173	Stifel
U.S. Agency Security	FHLB	02/25/21	02/25/26	0.660%	250,000	250,000	232,460	Stifel
U.S. Agency Security	FHLB	02/12/21	02/12/26	0.520%	250,000	249,750	228,198	Stifel
U.S. Agency Security	FNMA	05/18/21	05/26/26	1.030%	250,000	250,000	234,493	Multi-Bank
U.S. Agency Security	FHLB	06/29/20	06/30/25	0.680%	250,000	250,000	234,245	Stifel
U.S. Agency Security	FHLB	09/30/21	10/13/26	1.100%	250,000	249,823	229,225	Stifel
U.S. Agency Security	FHLB	04/22/21	02/24/26	0.750%	250,000	249,375	230,705	Stifel
U.S. Agency Security	FHLB	02/25/22	02/25/27	2.000%	250,000	250,000	241,138	Stifel
U.S. Agency Security	FHLB	04/28/22	05/10/27	3.100%	250,000	249,750	249,323	Stifel
U.S. Agency Security	FHLMC	06/19/20	06/30/25	0.720%	250,000	250,000	233,428	Stifel
U.S. Agency Security	FHLMC	07/14/20	07/14/25	0.600%	250,000	250,000	232,553	Stifel
U.S. Agency Security	FHLMC	07/23/20	07/23/25	0.500%	250,000	249,625	233,293	Stifel
U.S. Agency Security	FHLMC	04/12/22	10/08/24	2.500%	250,000	249,729	248,638	Stifel
U.S. Agency Security	FHLMC	05/05/22	05/26/27	3.250%	250,000	250,000	250,810	Stifel
U.S. Agency Security	FNMA	06/04/20	06/04/25	0.710%	250,000	250,000	235,380	Multi-Bank
U.S. Agency Security	FNMA	07/22/20	07/22/25	0.600%	250,000	250,000	233,833	Stifel
U.S. Agency Security	FNMA	08/03/20	08/19/25	0.625%	250,000	250,000	233,785	Stifel
U.S. Agency Security	FNMA	08/03/20	08/12/25	0.500%	250,000	250,000	232,690	Stifel
U.S. Agency Security	FNMA	07/21/21	10/22/25	0.560%	250,000	249,529	230,610	Stifel
U.S. Agency Security	FNMA	08/17/20	08/14/25	0.500%	250,000	249,875	232,778	Stifel
U.S. Agency Security	FNMA	07/29/20	07/29/25	0.700%	250,000	250,000	234,518	Multi-Bank
U.S. Agency Security	Treasury	05/12/21	12/31/25	0.375%	250,000	245,850	229,473	Stifel
U.S. Agency Security	Treasury	06/24/21	06/30/25	0.250%	250,000	246,125	231,660	Stifel
U.S. Agency Security	Treasury	06/15/21	11/30/25	0.375%	250,000	247,659	229,933	Stifel
U.S. Agency Security	Treasury	06/24/21	02/28/26	0.500%	250,000	246,775	229,540	Stifel
U.S. Agency Security	Treasury	07/21/21	09/30/25	0.250%	250,000	246,675	230,020	Stifel
U.S. Agency Security	Treasury	07/29/21	08/31/25	0.250%	250,000	248,150	230,498	Stifel
U.S. Agency Security	Treasury	08/10/21	10/31/25	0.250%	250,000	246,725	229,540	Stifel
U.S. Agency Security	Treasury	09/29/21	06/30/26	0.875%	250,000	249,550	231,358	Stifel
U.S. Agency Security	Treasury	11/15/21	01/31/26	0.375%	250,000	242,450	228,975	Stifel
U.S. Agency Security	Treasury	04/29/21	04/30/26	0.750%	500,000	497,800	462,110	Stifel
Total Government Securities					14,625,000	14,837,544	13,900,983	
Municipal Bonds***				various	500,000	496,726	471,075	
Negotiable Certificates of Deposit ***				various	8,442,000	8,442,205	7,914,262	
Corporate Bonds***				various	250,000	250,224	247,318	
Total Investments					\$ 27,255,424	\$ 27,465,124	\$ 25,933,390	
Deposits in Bank						1,477,122	*	
Miscellaneous Cash						2,200	**	
Total Cash and Deposits						1,479,322		
Total Investments, Cash and Deposits						\$ 28,944,446		

I certify that this investment portfolio is in conformity with the Investment Policy of the City of La Puente as stated in Resolution No. 21-5653 dated June 08, 2021. The Investment Program provides sufficient liquidity to meet the next six months' estimated expenditures.

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

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

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

Troy O. Grunklee, CPA
Dir. Of Administrative Services

Alex Merkel Medina
Finance Manager

CITY OF LA PUENTE**Cash and Investment Report****Negotiable Certificates of Deposit****May 31, 2022**

Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Source of Valuation
JP Morgan Chase Bank	5/19/20	5/28/25	1.00%	248,000	248,000	233,561	Stifel
Greenstate Credit Union	3/30/21	4/16/26	0.95%	249,000	249,000	229,127	Stifel
UBS Bank	6/15/21	6/23/26	0.75%	248,000	248,000	225,268	Stifel
Parsons FCU	6/24/21	6/30/26	0.50%	249,000	249,000	227,066	Stifel
State Bank of India, NY	5/5/21	5/19/26	1.00%	248,000	248,000	228,237	Stifel
Mountain America FCU	4/23/19	3/27/23	3.00%	249,000	249,205	251,410	Stifel
Sallie Mae Bank	6/30/21	7/8/26	1.00%	247,000	247,000	226,603	Stifel
Medallion Bank	9/14/21	9/30/26	0.90%	249,000	249,000	226,015	Stifel
Goldman Sachs Bank	7/20/21	7/28/26	1.00%	248,000	248,000	226,546	Stifel
Capital One Bank USA NA	11/8/21	11/17/26	1.10%	248,000	248,000	226,491	Stifel
Morgan Stanley Bank NA	6/6/19	6/6/24	2.70%	246,000	246,000	245,264	Stifel
Morgan Stanley Private Bank	4/23/19	4/25/24	2.75%	246,000	246,000	245,865	Stifel
East Boston Savings Bank	8/14/20	8/14/25	0.50%	248,000	248,000	228,517	Stifel
Merrick Bank	7/31/19	7/31/24	2.20%	249,000	249,000	245,419	Stifel
Citadel Federal Credit Union	2/26/20	2/27/25	1.65%	248,000	248,000	239,169	Stifel
Axos Bank	2/27/20	3/26/25	1.65%	249,000	249,000	239,780	Stifel
Pathfinder Bank	10/2/20	10/14/25	0.50%	249,000	249,000	228,358	Stifel
Third Federal Bank	7/29/21	8/13/24	0.50%	248,000	248,000	235,412	Stifel
Toyota Bank	7/21/21	7/29/26	0.95%	248,000	248,000	226,714	Stifel
BMW Bank	7/21/21	7/30/24	0.55%	248,000	248,000	235,925	Stifel
Synchrony Bank	8/24/21	8/27/26	0.90%	248,000	248,000	226,975	Stifel
Pentagon FCU	8/17/21	9/1/26	0.85%	249,000	249,000	225,992	Stifel
New York Community Bank	8/31/21	9/10/24	0.65%	249,000	249,000	236,665	Stifel
Texas Exchange Bank	9/28/21	11/14/25	0.85%	249,000	249,000	230,669	Stifel
USF Federal Credit Union	10/14/21	10/28/26	0.90%	249,000	249,000	225,554	Stifel
Live Oak Bank	10/4/21	10/19/26	0.90%	249,000	249,000	225,704	Stifel
Bank Hapoalim	12/8/21	12/26/26	1.35%	248,000	248,000	228,693	Stifel
Connexus Credit Union	12/20/21	12/23/26	1.15%	249,000	249,000	228,343	Stifel
Nelnet Bank	1/24/22	2/2/27	1.45%	248,000	248,000	229,110	Stifel
Amerant Bank	2/14/22	2/16/27	1.60%	248,000	248,000	230,538	Stifel
Beal Bank	3/1/22	3/3/27	2.05%	248,000	248,000	235,208	Stifel
First Bank of DeQueen	8/21/19	8/30/24	1.80%	249,000	249,000	243,031	Multi-Bank
Luana Savings Bank	2/28/20	2/28/25	1.55%	248,000	248,000	238,549	Multi-Bank
Celtic Bank	4/17/20	4/17/25	1.50%	249,000	249,000	238,485	Multi-Bank
Total for Negotiable Certificates of Deposit				<u>\$ 8,442,000</u>	<u>\$ 8,442,205</u>	<u>\$ 7,914,262</u>	

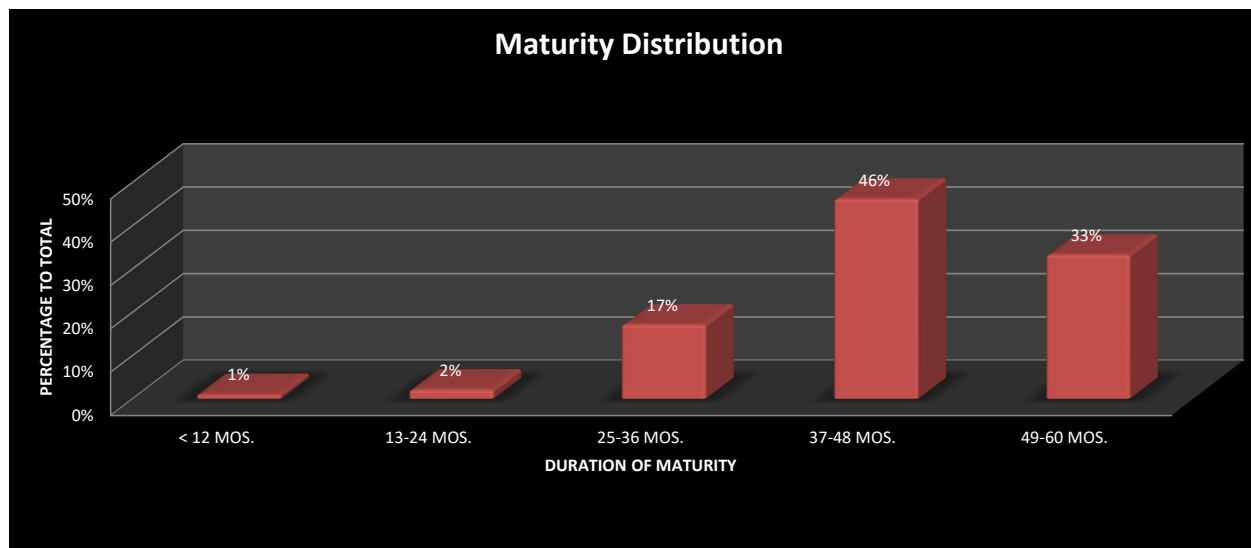
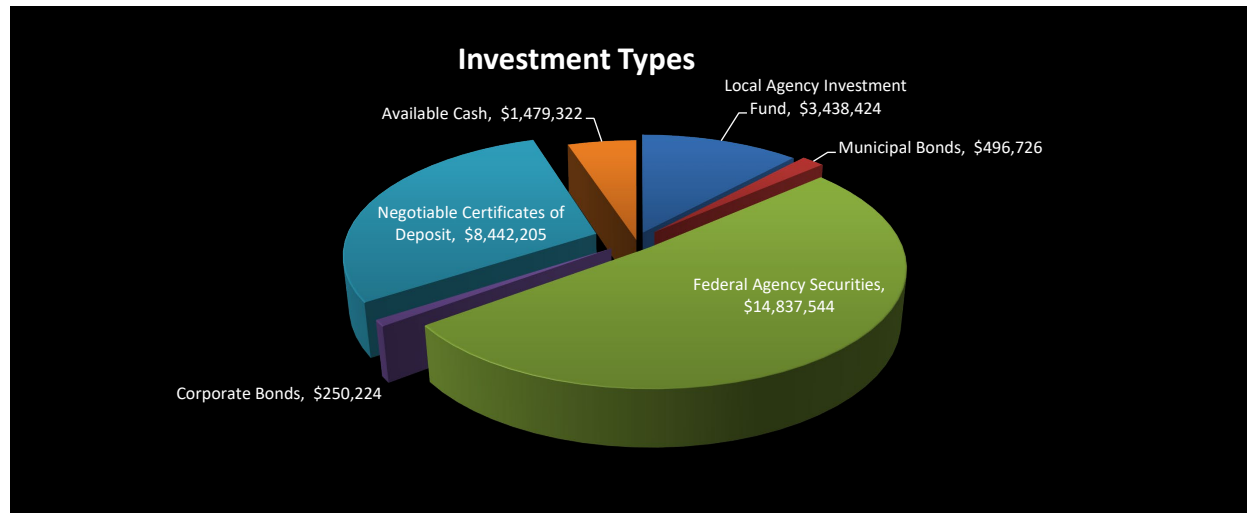
CITY OF LA PUENTE**Cash and Investment Report****Corporate Bonds****May 31, 2022**

Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Market Valuation
Coca Cola	10/10/19	9/6/24	1.75%	<u>250,000</u>	<u>250,224</u>	<u>247,318</u>	Stifel
Total for Negotiable Corporate Bonds				<u>\$ 250,000</u>	<u>\$ 250,224</u>	<u>\$ 247,318</u>	

CITY OF LA PUENTE**Cash and Investment Report****Municipal Bonds****May 31, 2022**

Issuer	Purchase Date	Maturity Date	Interest Rate	Face Value	Book Value	Market Value	Market Valuation
State of California	1/11/21	4/1/25	3.38%	250,000	247,965	220,572	Multi-Bank
Los Angeles Airport Revenue Bonds	7/16/18	5/15/23	2.79%	<u>250,000</u>	<u>248,761</u>	<u>250,503</u>	Stifel
Total for Municipal Bonds				<u>\$ 500,000</u>	<u>\$ 496,726</u>	<u>\$ 471,075</u>	

Cash and Investment Report Charts
May 31, 2022





City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: June 28, 2022

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director

SUBJECT: CONSIDERATION OF AMENDMENT NO. 3 TO THE PROFESSIONAL SERVICES AGREEMENT WITH WEST COAST ARBORISTS, INC. FOR STREET TREE TRIMMING AND URBAN FORESTRY SERVICES TO EXTEND THE TERM

BACKGROUND

At the meeting of August 11, 2020, the City Council approved Amendment No. 2 to the Professional Services Agreement (“Agreement”) with West Coast Arborists, Inc. (“WCA”) to extend the term to June 30, 2022. The rates for Amendment No. 2 were kept at the same rates approved by the City back in October 2018. WCA agreed to keep the rates constant during the 2-year term of Amendment No. 2.

DISCUSSION

Amendment No. 2, which will expire on June 30, 2022, allows the City the option of renewing the Agreement for an additional, one-year term. WCA has requested the City’s consideration to exercise its option to extend the Agreement another year. Although the current Consumer Price Index (“CPI”) has increased to approximately 7.5% over the past 12 months, WCA has agreed to adjust their rates by only 5% for the upcoming 12-month period.

The most regularly used service of WCA is the annual grid pruning of residential (as well as commercial) parkway trees. Under the current Amendment No. 2, the fee per tree for grid pruning is \$63.50. For the proposed Amendment No. 3, the rate adjusts to \$66.65 per tree, or an increase of \$3.15 per tree. On average, the City will trim approximately 1,700 parkway trees annually, which would result in an increase of \$5,355.00.

The City continues to receive quality tree trimming services from WCA and maintains a positive working relationship with City staff. Their field staff is very responsive to meeting the service level needs of the City, especially when the need arises for emergency tree trimming and removal services in the evenings and on the weekends. In addition, over this past year WCA provided complimentary tree trimming services in response to a hardship situation involving an elderly La Puente resident.

FISCAL IMPACT

For the 2022-23 Fiscal Year, the City has appropriated \$200,000 in the Gas Tax budget for parkway street tree trimming and urban forestry services. As with the original agreement, the proposed

Agenda Report: Amendment No. 3 - West Coast Arborists, Inc.
For Meeting of: June 28, 2022

Amendment is structured so that the City is obligated to only pay for actual services provided by WCA at the City's direction.

RECOMMENDATION

It is recommended that the City Council approve Amendment No. 3 to the Professional Services Agreement with West Coast Arborists, Inc. to extend the term to June 30, 2023.

ATTACHMENTS

Attachment "A": Amendment No. 3

AMENDMENT NO. 3
TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY AND
WEST COAST ARBORISTS, INC.

This Amendment No. 3 to the Professional Services Agreement (“Agreement”) is made and entered into this 28th day of June, 2022, by and between the City of La Puente, a California municipal corporation (“City”), and West Coast Arborists Inc., a California Corporation (“Consultant”).

RECITALS

WHEREAS, on September 23, 2015, Professional Services Agreement No. 15-1209 (“Agreement”) was entered into between the City and Consultant, to provide all labor, expertise, materials, and equipment necessary for the provision of tree care services to City; and

WHEREAS, on October 9, 2018, Amendment No. 1 was approved by the City and Contractor to amend the Term and Payment (including Exhibit B – Rate Schedule); and

WHEREAS, on August 11, 2020, Amendment No. 2 was approved by the City and Contractor to amend the Term and Payment (including Exhibit B – Rate Schedule); and

WHEREAS, the City and Consultant desire to enter into this Third Amendment to the Agreement (“Third Amendment”) and have agreed to amend the following: Section 1 (Term), Section 4 (Payment), including Exhibit B – Rate Schedule, and Section 14 (Notices).

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

Section 1. (TERM) is hereby amended to read in its entirety as follows:

This Agreement shall commence as of September 23, 2015, and shall remain and continue in effect until June 30, 2023, unless sooner terminated pursuant to the provisions of this Agreement. The City shall have the option of renewing the Agreement for one (1) additional, one-year term.

Section 4. PAYMENT

Section 4(a) (Payment) is hereby amended to read in its entirety as follows:

- (a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit B (“Rate Schedule”), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual services satisfactorily performed on the above tasks. In no event shall the total compensation payable to Consultant for the term commencing with the effective date of this Third Amendment exceed the sum of Two Hundred Thousand Dollars (\$200,000.00), unless specifically approved in advance, in writing, by the City.

Section 14. NOTICES of the Aforesaid Agreement is hereby amended to read as follows:

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given 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 the City:

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

With a copy to:

Victor Ponto, City Attorney
Olivarez, Madruga LLP
500 So. Grand 12th Floor
Los Angeles, CA 90071
Email: vponto@omlowlaw.com

If to Contractor:

Patrick Mahoney, President
West Coast Arborists, Inc.
2200 East Via Burton Street
Anaheim, CA 92806
Email: pmahoney@wcainc.com
Tel: (714) 991-1900 Ext.113

IN WITNESS WHEREOF, the City and Consultant have executed this Amendment No. 3 to the Agreement as of June 28, 2022.

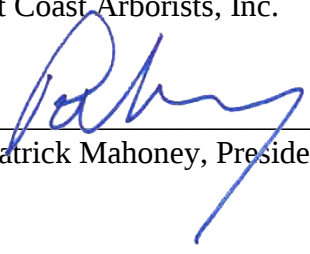
“CITY”

City of La Puente

By: _____
Charlie Klinakis, Mayor

“CONSULTANT”

West Coast Arborists, Inc.

By:  _____
Patrick Mahoney, President

Attest:

By: _____
Sheryl Garcia, City Clerk

Approved as to form:

By: _____
Victor Ponto, City Attorney



Schedule of Compensation for Year 2022 - 2023

Tree Maintenance Services performed by WCA, Inc.

Item	Description	Unit	Proposed Prices
1	Grid Prune	Each	\$66.65
2	Full Prune 0-6 DSH	Each	\$29.10
3	Full Prune 7-16 DSH	Each	\$66.65
4	Full Prune 17-24 DSH	Each	\$114.90
5	Full Prune > 24 DSH	Each	\$187.95
6	Raise/Safety Prune 0-6 DSH	Each	\$23.05
7	Raise/Safety Prune 7-16 DSH	Each	\$35.15
8	Raise/Safety Prune 17-24 DSH	Each	\$47.30
9	Raise/Safety Prune > 24 DSH	Each	\$59.45
10	King Palm Prune	Each	\$30.30
11	Queen Palm Prune	Each	\$47.30
12	Fan Palm Prune	Each	\$66.65
13	Windmill Palm Prune	Each	\$66.65
14	Date Palm Prune	Each	\$169.80
15	Tree & Stump Removal	Inch	\$35.15
16	Tree Only Removal	Inch	\$23.05
17	Stump Grinding	Inch	\$12.15
18	Plant 15 Gallon	Each	\$139.45
19	Plant 24" Box	Each	\$284.95
20	Plant 36" Box	Each	\$782.20
21	Plant 48" Box	Each	\$1,449.20
22	Purchase Mexican Fan Palm BTH	Foot	\$66.65
23	Install Mexican Fan Palm 10-30 BTH	Each	\$1,206.65
24	Watering	Day	\$679.15
25	Tree Inventory Updates	Each	\$2.40
26	Specialty Equipment Rental	Hour	\$169.80
27	Crew Rental - per man	Man Hour	\$84.90
28	Emergency Crew Rental - per man	Man Hour	\$115.20

The current rates were the result of a 5% reduction that the City approved in September 2020. These rates were the same rates as those in 2018. The proposed rates reflect a cost adjustment of 5.0% to return to the original contract rates. The rates will be effective 7/1/2022 and valid for 12 months.



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: June 28, 2022

From: Bob Lindsey, City Manager

By: John Di Mario, Director of Development Services

SUBJECT: CONSIDERATION OF AMENDMENT NO. 1 TO THE MAINTENANCE SERVICES AGREEMENT WITH LANDSCAPE WEST MANAGEMENT SERVICES, INC. FOR LANDSCAPING SERVICES TO EXTEND THE TERM

BACKGROUND

At the meeting of February 12, 2019, the City Council approved a Landscape Maintenance Agreement (“Agreement”) with Landscape West Management Services, Inc. (“Landscape West”) to provide City-wide landscape maintenance for all City facilities, medians and panels, and other public rights-of-way. The term of the Agreement was for three years with two additional one-year term extensions.

DISCUSSION

The Agreement, which will expire on June 30, 2022, allows the City the option of extending the term of the Agreement for an additional, one-year term. Landscape West has requested the City’s consideration to exercise its option to extend the Agreement another year. The City has been very pleased with the services provided by Landscape West and would like to continue with Landscape West for another year.

During the initial 3-year term of the Agreement, the fees charged to the City have been fixed. Although the current Consumer Price Index (“CPI”) has increased to approximately 7.5% over the past 12 months, Landscape West has agreed to adjust their rates by only 5% for the upcoming 12-month period.

The attached Maintenance Services Amendment No. 1 would extend the term to June 30, 2023, with one (1) additional one-year option at the City's discretion.

The current annual cost for Landscape West to maintain City Hall, the Senior Center, and the various center medians and side panels and the other “parklets” along the City’s public rights-of-way is \$94,926.16. The requested increase of 5% to the current annual rate would result in an increase of \$4,746.31 for the year or \$395.53 per month.

The City continues to experience a very professional and highly responsive working relationship with Landscape West and their staff is very attentive to meeting the service level needs of the City.

FISCAL IMPACT

Funding for landscape maintenance in the upcoming Fiscal Year 2022-23 Annual Budget is spread over the following funds: Gas Tax and General. The majority of the costs associated with this Agreement are charged to the Gas Tax fund.

RECOMMENDATION

It is recommended that the City Council approve Amendment No. 1 to the Maintenance Services Agreement with Landscape West Management Services, Inc. to extend the term to June 30, 2023.

ATTACHMENTS

Attachment “A”: Maintenance Services Amendment No. 1

AMENDMENT NO. 1
TO THE MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY AND
LANDSCAPE WEST MANAGEMENT SERVICES, INC.

This Amendment No. 3 to the Professional Services Agreement ("Agreement") is made and entered into this 28th day of June, 2022, by and between the City of La Puente, a California municipal corporation ("City"), and Landscape West Management Services, Inc., a California Corporation ("Contractor").

RECITALS

WHEREAS, on February 12, 2019, Maintenance Services Agreement No. 19-1346 ("Agreement") was entered into between the City and Contractor, to provide all labor, expertise, materials, and equipment necessary for the provision of landscape maintenance services to City; and

WHEREAS, the City and Contractor desire to enter into this First Amendment to the Agreement ("First Amendment") and have agreed to amend the following: Section 1 (Term), Section 4 (Payment), including Exhibit B – Rate Schedule, and Section 14 (Notices).

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

Section 1. (TERM) is hereby amended to read in its entirety as follows:

This Agreement shall commence as of February 12, 2019, and shall remain and continue in effect until June 30, 2023, unless sooner terminated pursuant to the provisions of this Agreement. The City shall have the option of renewing the Agreement for one (1) additional, one-year term.

Section 4. PAYMENT

Section 4(a) (Payment) is hereby amended to read in its entirety as follows:

- (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 services satisfactorily performed on the above tasks. In no event shall the total compensation payable to Contractor for the term commencing with the effective date of this First Amendment exceed the sum of Two Hundred Thousand Dollars (\$99,672.00), unless specifically approved in advance, in writing, by the City.

Section 14. NOTICES of the aforesaid Agreement is hereby amended to read as follows:

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given 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 the City:

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

With a copy to:

Victor Ponto, City Attorney
Olivarez, Madrugá LLP
500 So. Grand 12th Floor
Los Angeles, CA 90071
Email: vponto@omlowlaw.com

If to Contractor:

Barry Konier, Vice President
Landscape West Management Services, Inc.
1234 N. Blue Gum Street
Anaheim, CA 92806
Email: Barrykonier@aol.com
Tel: (714) 860-4702

IN WITNESS WHEREOF, the City and Contractor have executed this Amendment No. 1 to the Agreement as of June 28, 2022.

Signature blocks on next page

"CITY"

City of La Puente

By: _____
Charlie Klinakis, Mayor

"CONTRACTOR"

Landscape West Management Services, Inc.

By: 
Barry Konier, Vice President

Attest:

By: _____
Sheryl Garcia, City Clerk

Approved as to form:

By: _____
Victor Ponto, City Attorney

EXHIBIT B - RATE SCHEDULE

Shaded cells indicate areas where the service is not required.													
Location	Irrigation Maintenance	Herbicide/Pesticide Application	Turf Fertilization	Turf Mowing	Turf Edging	Turf Weeding Abatement	Tree Pruning	Shrub/Ground cover Maint	Shrub/Ground cover Fertilization	Hard Surfaces	Rose Care	City Hall Overseeding	Annual Grand Total
Frequency	cost per month	cost each time	cost each time	cost each time	cost each time	cost per month	cost each time	cost per week	cost each time	cost per week	cost per month	cost each time	
Times per Year	12	12	4	48	48	12	2	28	4	48	12	1	
1 Abbey Street Slope	\$ 25.40	\$ 105.53					\$ 139.40	\$ 203.40					\$ 7,138.35
2 Amar Road Medians	\$ 25.58	\$ 131.71	\$ 17.00	\$ 10.00	\$ 1.75	\$ 3.25	\$ 179.58	\$ 195.00	\$ 42.65				\$ 8,158.24
3 Central Valley Blvd. Tri-Angle	\$ 42.64	\$ 135.79	\$ 85.28	\$ 160.32	\$ 20.85	\$ 8.70	\$ 565.85	\$ 8.75	\$ 8.50				\$ 12,736.04
4 City Hall	\$ 131.00	\$ 124.04	\$ 104.20	\$ 345.00	\$ 42.00	\$ 25.58	\$ 301.05	\$ 77.05	\$ 17.35	\$ 8.70	\$ 8.68	\$ 660.00	\$ 26,216.80
5 Elliot Place Tri-Angle	\$ 24.96	\$ 25.13	\$ 24.00	\$ 29.17	\$ 4.50	\$ 6.65	\$ 288.11	\$ 2.75	\$ 5.25	\$ 2.50			\$ 3,181.76
6 Hacienda/Glenda Tri-Angle	\$ 8.32	\$ 16.68	\$ 19.97	\$ 9.38	\$ 3.00	\$ 1.65	\$ 141.30	\$ 1.65	\$ 1.66	\$ 0.85			\$ 1,366.66
7 Hacienda/Glenda Medians	\$ 74.88	\$ 76.94	\$ 99.85	\$ 205.00	\$ 22.90	\$ 2.35	\$ 937.50	\$ 4.00	\$ 41.60	\$ 8.32			\$ 15,733.40
8 Nelson/Glenda Tri-Angle	\$ 8.25	\$ 17.60	\$ 25.11	\$ 8.25	\$ 1.75	\$ 3.25				\$ 7.39			\$ 1,284.36
9 Nelson/Hacienda Tri-Angle	\$ 8.25	\$ 18.29	\$ 17.09	\$ 10.00	\$ 1.75	\$ 3.25		\$ 2.75	\$ 16.51	\$ 6.87			\$ 1,457.14
10 Puente Ave Medians	\$ 75.00	\$ 87.56	\$ 105.00	\$ 240.00	\$ 24.00	\$ 20.00	\$ 1,036.20	\$ 2.50	\$ 1.25	\$ 7.50			\$ 17,785.36
11 Senior Center	\$ 25.00	\$ 25.08					\$ 25.00	\$ 50.00	\$ 7.00		\$ 12.00		\$ 2,122.96
12 Temple Ave. Panels	\$ 33.25	\$ 21.89					\$ 19.25	\$ 65.00	\$ 25.00				\$ 2,490.18
ANNUAL GRAND TOTAL													\$ 99,671.46



City of La Puente

AGENDA REPORT

To: Mayor and City Council

For meeting of: June 28, 2022

From: Bob Lindsey, City Manager

By: John Di Mario, Director of Development Services

SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH WESTBERG + WHITE, INC FOR ARCHITECTURAL DESIGN SERVICES FOR THE CENTER RESTROOM AT LA PUENTE PARK IN THE AMOUNT OF \$47,200.00

BACKGROUND

As part of the City's funding from the State Grant for improvements at La Puente Park as part of the park master plan, is the center or middle restroom located at on the eastern end of the football field.

The overall building structure of the restroom is in a good condition with the need to replace the fixtures (and plumbing, if needed) repair/refinish the floor and paint the interior and exterior of the building. In addition, the City Council previously provided direction to Staff to add a storage area to the restroom building for use by La Puente Football and Cheer.

DISCUSSION

At the City Council meeting of February 22, 2022, the City Council approved an Agreement with firm Westberg + White, Inc. ("W + W") for architectural design and construction document services for the proposed Activity Center building in the amount of \$181,240.00.

Staff contacted W + W for a fee proposal for services to improve the middle restroom facility and add an approximately 315 square foot storage area for La Puente Football and Cheer. Included as Attachment "A" is a rendering showing the proposed storage area that will be added to the north side (towards the little league field) of the restroom building.

W + W has provided the City with a fee proposal of \$47,200 to provide architectural design services to the City for a remodel of the restroom with new construction for the storage area. The services of W + W also include preparing construction documents, preparation of bid documents and construction administration during the project.

Provided as Attachment "B" to this report is a Professional Services Agreement with Westberg + White to provide the City with professional architectural services and related services at a cost of \$47,200.

Pursuant to Section 2.20.090 of the City's recently revised purchasing Ordinance, agreements for professional services can be executed without observing the City's bidding procedures based on the determination by the City Manager. As stated in Section 2.20.020, the term "professional services" specifically include the services of an architect. The City Manager can make his determination

based on any or all of the following: demonstrated competence, qualifications, experience, and knowledge of the City and reasonableness of cost to perform the services. Based on Staff's review of their proposal, the costs are reasonable when compared to the services being provided.

FISCAL IMPACT

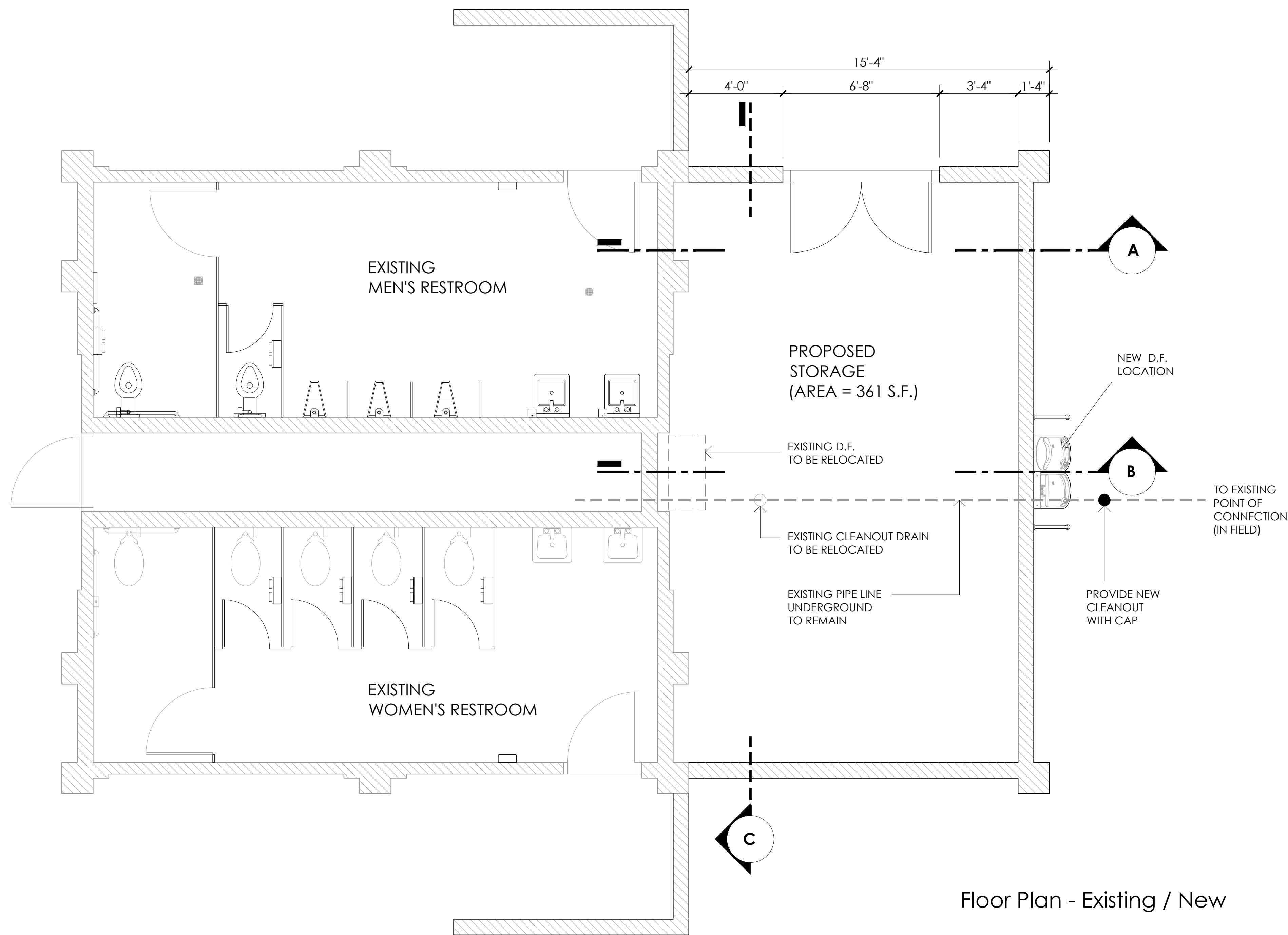
Funding for the initial design costs for this project is available from the current FY 2021-22 and next fiscal year's (FY 2022-23) Capital Improvement Program budget from the specified grant fund from the California Department of Parks and Recreation.

RECOMMENDATION

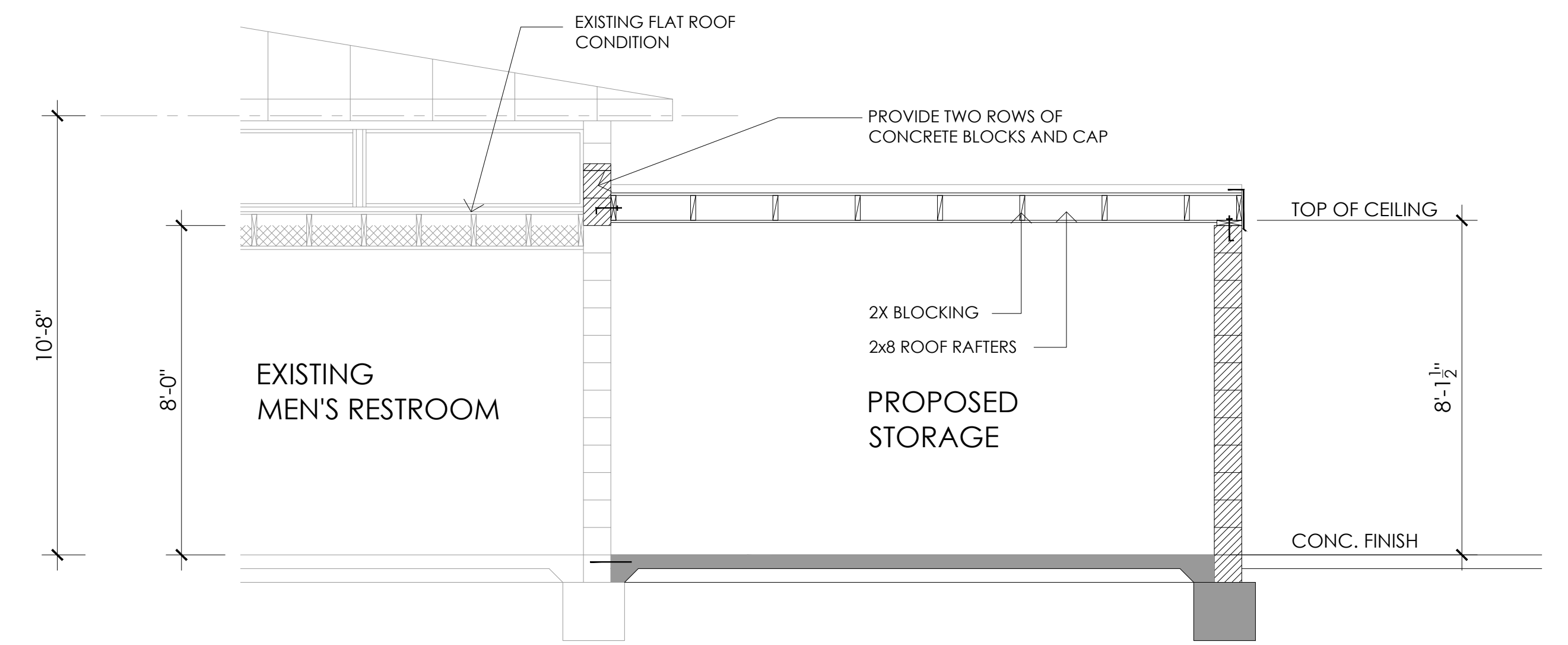
It is recommended that the City Council: (1) approve the Agreement with Westberg + White, Inc. for Architectural Design Services in the amount of \$47,200.00; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

ATTACHMENTS

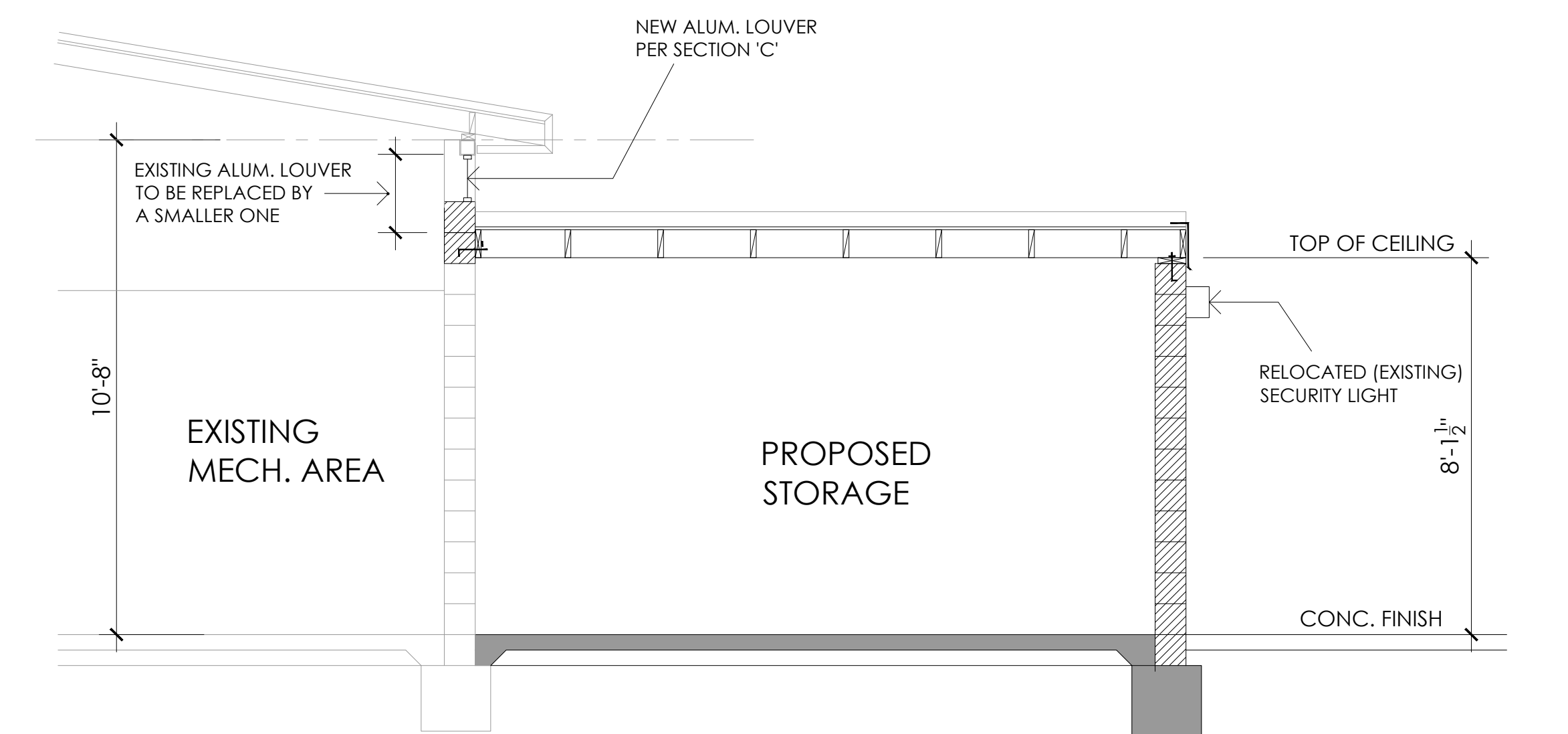
Attachment "A": Restroom Rendering
Attachment "B": Professional Services Agreement



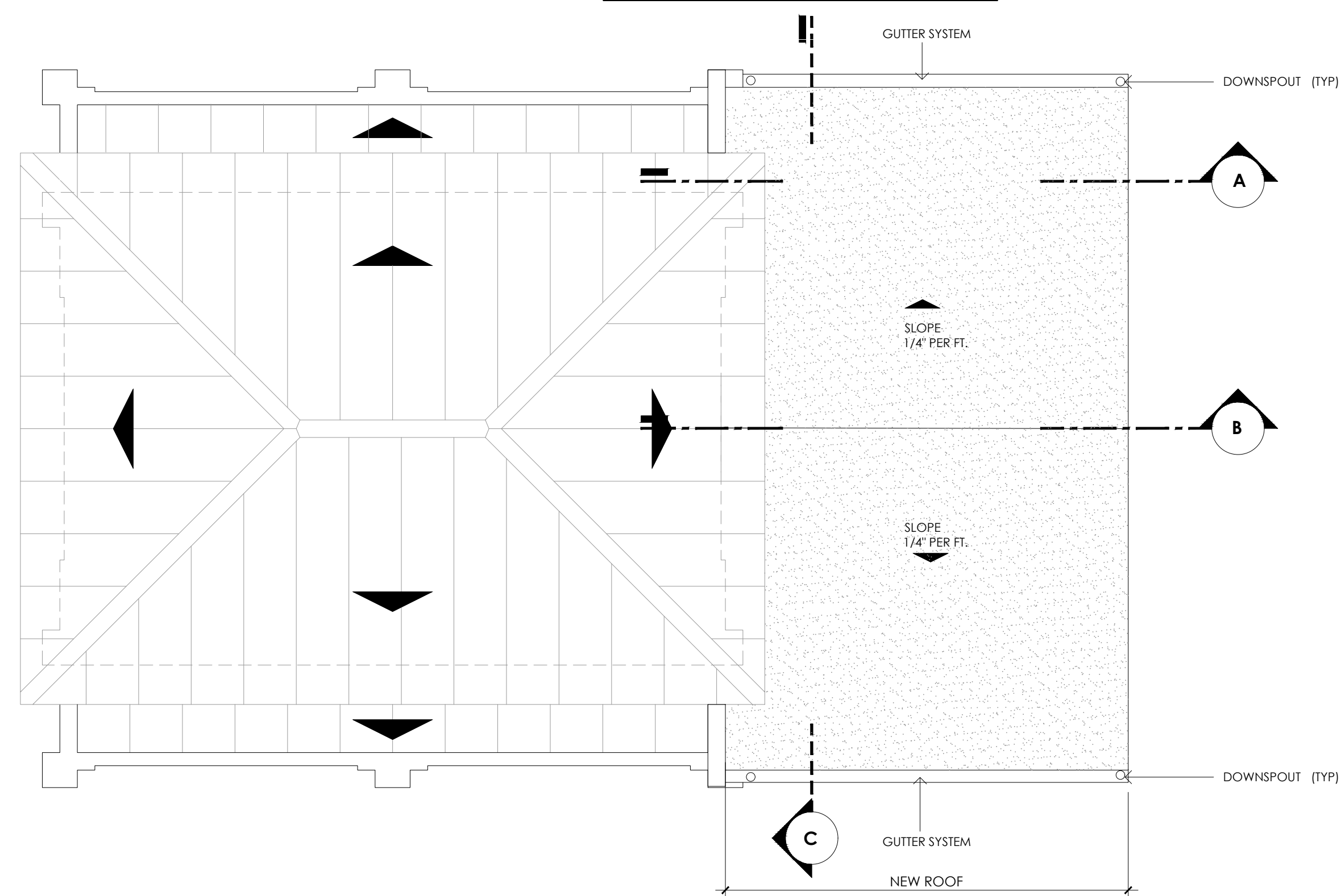
Floor Plan - Existing / New



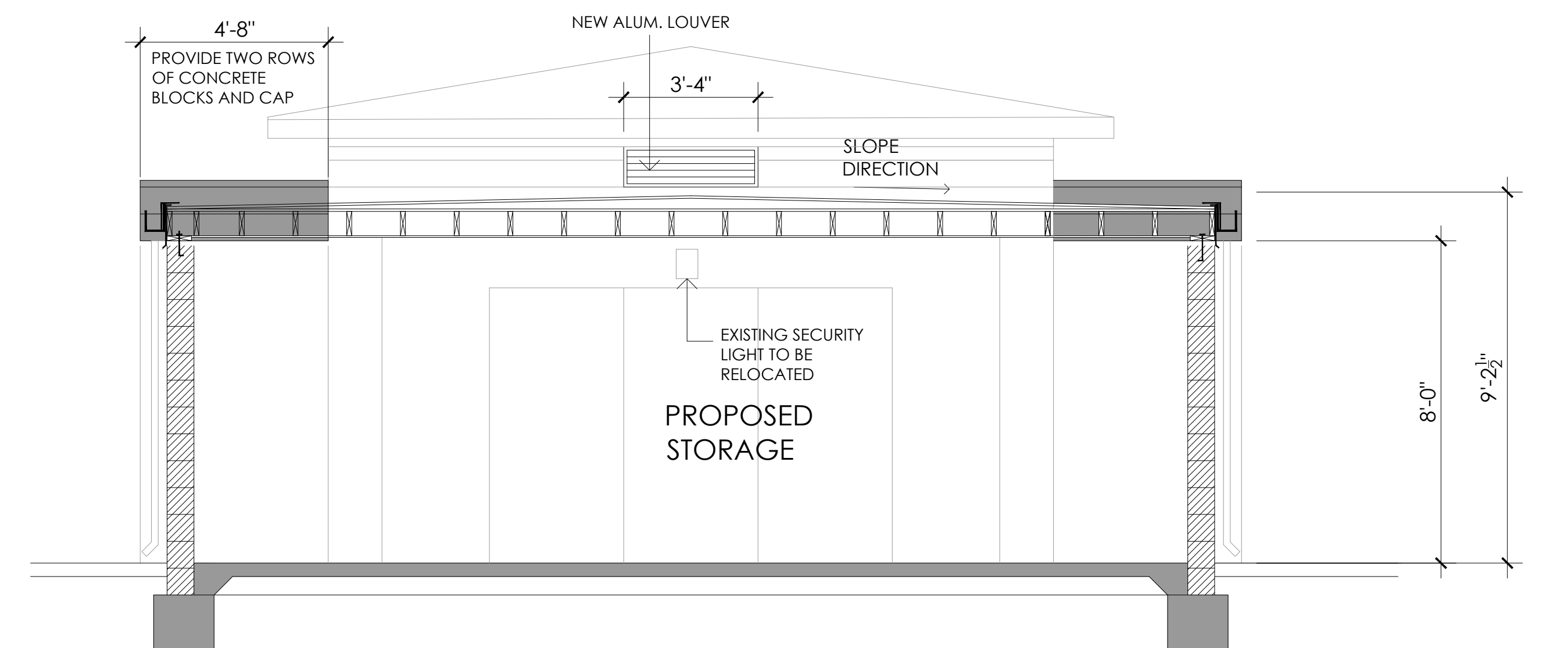
Partial Building Section - A



Partial Building Section - B



Roof Plan - Existing / New



Building Section - C

CITY OF LA PUENTE

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of June 28, 2022, between the City of La Puente, a municipal corporation (“City”), and Westberg + White, Inc, a California corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

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

2. SERVICES

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

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

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

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

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

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

3. MANAGEMENT

The City Manager, or his/her designee, shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, based upon actual time spent on the above tasks. This amount shall not exceed Forty-Seven Thousand Two Hundred and Zero cents (\$47,200.00) dollars for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

7. INDEMNIFICATION

(a) Indemnity for professional liability

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

(b) Indemnity for other than professional liability

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

(c) Duty to Defend

In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters in an amount that is proportionate to the finding of liability against Consultant.

Payment by City is not a condition precedent to enforcement of this indemnity.

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Consultant in performance of this Agreement shall be considered confidential and shall not be released by Consultant without City's prior written authorization. Consultant, its officers, employees, agents, or subconsultants, shall not without written authorization from the City, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within the City, unless otherwise required by law or court order. (b) Consultant shall promptly notify City should Consultant, its officers, employees, agents, or subconsultants be served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request ("Discovery"), court order, or subpoena from any person or party regarding this Agreement and the work performed there under or with respect to any project or property located within the City, unless Consultant is prohibited by law from informing the City of such Discovery, court order or subpoena. City retains the right, but has no obligation, to represent Consultant and/or be present at any deposition, hearing, or similar proceeding as allowed by law. Unless City is a party to the lawsuit, arbitration, or administrative proceeding and is adverse to Consultant in such proceeding, Consultant agrees to cooperate fully with the City and to provide the opportunity to review any response to discovery requests provided by Consultant. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

14. NOTICES

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

If to City:

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

With a copy to:

Victor Ponto, Esq.
Olivarez Madruga Law Organization, LLP
500 S. Grand Avenue, 12th Floor
Los Angeles, CA 90071
Tel: (213) 744-0099

If to Contractor:

Frisco White, AIA
Design Principal
Westberg + White, Inc.
1775 Hancock Street
San Diego, CA 92110
Tel: (619) 542-1188

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are

merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

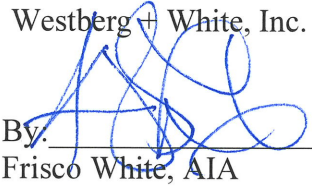
(Signatures on following page)

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"
Westberg + White, Inc.

By:  _____
Frisco White, AIA

Attest:

By: _____
Sheryl Garcia, City Clerk

Approved as to form:

By: _____
Victor Ponto, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES/RATE SCHEDULE



WESTBERG + WHITE, INC.
ARCHITECTS AND PLANNERS

June 6, 2022

John Di Mario, Director of Development Services
City of La Puente
15900 E. Main St.
La Puente, CA 91744-4719

Re: La Puente Park Center (Middle) Restroom Addition and Remodel

Dear John:

Thank you for the opportunity to present this proposal to provide an approximately 315 sf Center Restroom Addition and Remodel the existing fixtures. I understand the scope of work is to provide storage space for Jr All American Football for their equipment storage along with updating and replacing the existing fixture to current city standards. Our scope of work will include not only the Architectural design and detail, but also Structural and Mechanical/Electrical/Plumbing engineering and T24 Calculations. Our experience may indicate that the underground piping within the restroom area will need replacement. WQMP and SWPPP is not included.

The Fixed Fee and Schedule of Payments for the services are:

A.	Basic Fixed Fee Compensation:	\$47,200.00
	(The Fixed Fee shall be billed monthly for the percentage portion of the Work Item completed)	
B.	Schedule of Payments	
1.	Schematic Design	4,700.00
2.	Design Development	\$11,800.00
3.	Construction Documents	\$23,600.00
4.	Bidding and Construction Administration	\$7,080.00

TOTAL FOR PROFESSIONAL SERVICES: \$47,200.00

Again, thank you for this opportunity. Let me know if you have any questions.

Sincerely,
Westberg + White, Inc.

Frisco White, AIA
FW/mo

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

Primary/noncontributing. Coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: June 28, 2022

From: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION OF REJECTION OF ALL BIDS AND AUTHORIZATION
TO RE-ADVERTISE FOR THE BUS SHELTER
REPLACEMENT/INSTALLATION PROJECT AT VARIOUS LOCATIONS IN
THE CITY

BACKGROUND

On March 8, 2022, the City Council authorized Staff to solicit bids for the Bus Shelter Replacement/Installation Project at Various Locations in the City. The proposed project will consist of removing and installing new bus shelter structures at seven (7) locations (consisting of 10 bus shelters) in the City. The bus shelter color will be deep grey with a dark green undertone, and the shelters will display the La Puente color banner logo (now vandal proof) on each side of the shelter. In addition, the project will include the installation of 58 City logo signs on the (Phase 1) shelters previously installed in 2017 as well as the existing reconditioned shelters in the City that were previously powder coated.

DISCUSSION

On April 28, 2022, the City received a total of five (5) bids for the project and the results were as follows:

1. Alfaro Communication Construction	\$267,220.00
2. Gentry General Engineering	\$278,153.00
3. Calpromax Engineering Inc.	\$362,490.00
4. ND Construction Company	\$468,592.00
5. MMJ Contracting Inc.	\$844,667.86

Upon reviewing the bids received, it was determined that several bidders relied upon price quotes for certain bid items that do not meet the requirements of the bid specifications. The bid specifications identified Tolar Manufacturing as the vendor for the bus shelters and Bravo Sign & Design as the vendor for the custom-made City logo signs. The City logo signs will be constructed with a ½-inch thick full color high pressure laminate and ½-inch thick cast aluminum backing.

Upon receiving the bids, Staff was notified by Calpromax Engineering on May 2, 2022, that several bidders did not properly utilize the price quote provided by Bravo Sign & Design for the City logo signs. Upon further review, it was determined that Tolar Manufacturing had

mistakenly provided a price quote for City logo sign “decals” which was significantly lower than Bravo’s price quote for the specified logo signs. Regrettably, three of the five bidders (Alfaro, Gentry, and MMJ) mistakenly utilized Tolar’s price quote, instead of Bravo’s price quote, for the City logo signs.

Due to the confusion created by Tolar’s price quote, which was mistakenly used by the majority of the bidders, Staff initially recommended that all of the bids be rejected and the project be re-advertised for bids. However, at the City Council meeting of May 24, 2022, the Council took action to bring this item back to the next meeting for consideration of the award of contract to Calpromax as the lowest responsible and responsive bidder for the project.

Following discussions with the City Attorney and taking into consideration feedback received from the Construction Industry Force Account Council (“CIFAC”), at the meeting of June 14, 2022, the City Council directed Staff to put the item on the next agenda for consideration to reject all bids and re-bid the project.

The CIFAC is a coalition of construction industry associations, contractors and labor unions that make sure State and local governments comply with the Public Contract Code to promote job opportunities, fair bidding and transparency.

Therefore, to ensure that all qualified bidders have a fair opportunity to participate in the bidding process, consistent with the Public Contract Code, Staff is recommending that all the bids be rejected and the project be re-advertised for bids.

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) reject all bids received for the Bus Shelter Replacement/Installation Project at Various Locations in the City; and (2) authorize Staff to re-advertise the project for new bids.

ATTACHMENTS

None.



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: June 28, 2022

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director
Gisel Rubio, Rehabilitation Grant Specialist

SUBJECT: CONSIDERATION OF AMENDMENT NO. 1 TO THE MAINTENANCE SERVICES AGREEMENT WITH KSK FACILITIES SERVICES, LLC FOR JANITORIAL SERVICES FOR CITY HALL, THE SENIOR CENTER AND COMMUNITY CENTER/YOUTH LEARNING TO EXTEND THE TERM

BACKGROUND

At the meeting of June 25, 2019, the City Council approved a Maintenance Services Agreement (“Agreement”) with KSK Facilities Services, LLC for janitorial services for City Hall, the Senior Center, and Community Center/Youth Learning. The term for the Maintenance Services Agreement with KSK Facilities Services was for three (3) years, ending on June 30, 2022, with the option of renewing the agreement for two (2) additional one-year terms upon City approval.

DISCUSSION

The term for the Maintenance Services Agreement with KSK Facilities Services, LLC is expiring on June 30, 2022 with the option of renewing the Agreement for an additional, one-year term. KSK has requested the City’s consideration to exercise its option to extend the Agreement another year. Should the City exercise each year of the two (2) additional one-year term extensions, the monthly rate would be negotiated.

The City’s current annual costs for janitorial services with KSK is \$57,132 for all three facilities. The current Consumer Price Index (“CPI”) has increased to approximately 7.5% over the past 12 months, and KSK has requested consideration of an increase of 6% for the next 12 months of services. A 6% increase for the proposed Amendment No. 1 would increase the annual rate by \$3,428 or \$285.67 per month, for a new annual cost of \$60,559.92.

The City continues to receive quality janitorial services from KSK and maintains a positive relationship with City staff at all three facilities. Their janitorial staff is very responsive to meeting the service level needs of the City, especially when the need arises for one-time or special janitorial services are needed or requested.

FISCAL IMPACT

The annual cost of the Agreement has been budgeted for as part of the Fiscal Year 2022-23 budget. As with the original agreement, the proposed Amendment is structured so that the City is obligated to only pay for a monthly flat fee bases on services provided by KSK.

RECOMMENDATION

It is recommended that the City Council approve Amendment No. 1 to the Maintenance Services Agreement with KSK Facility Services, LLC to extend the term to June 30, 2023.

ATTACHMENTS

Attachment “A”: Amendment No. 1

AMENDMENT NO. 1
TO THE JANITORIAL SERVICES AGREEMENT BETWEEN THE CITY AND
KSK FACILITIES SERVICES, LLC.

This Amendment No. 3 to the Professional Services Agreement (“Agreement”) is made and entered into this 28th day of June, 2022, by and between the City of La Puente, a California municipal corporation (“City”), and KSK Facilities Services, LLC., a California Corporation (“Contractor”).

RECITALS

WHEREAS, on June 25, 2019, Maintenance Services Agreement No. 19-1376 (“Agreement”) was entered into between the City and Contractor, to provide janitorial services for to City Hall, the Senior Center and Community Center/Youth Learning; and

WHEREAS, the City and Contractor desire to enter into this First Amendment to the Agreement (“First Amendment”) and have agreed to amend the following: Section 1 (Term), Section 4 (Payment), including Exhibit B – Rate Schedule, and Section 14 (Notices).

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

Section 1. (TERM) is hereby amended to read in its entirety as follows:

This Agreement shall commence as of June 25, 2019, and shall remain and continue in effect until June 30, 2023, unless sooner terminated pursuant to the provisions of this Agreement. The City shall have the option of renewing the Agreement for one (1) additional, one-year term.

Section 4. PAYMENT

Section 4(a) (Payment) is hereby amended to read in its entirety as follows:

- (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 services satisfactorily performed on the above tasks. In no event shall the total compensation payable to Contractor for the term commencing with the effective date of this First Amendment exceed the sum of Sixty Thousand Five Hundred and Fifty-Nine Dollars (\$60,560.00), unless specifically approved in advance, in writing, by the City.

Section 14. NOTICES of the aforesaid Agreement is hereby amended to read as follows:

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given 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 the City:

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

With a copy to:

Victor Ponto, City Attorney
Olivarez, Madruga LLP
500 So. Grand 12th Floor
Los Angeles, CA 90071
Email: vponto@omlowlaw.com

If to Contractor:

Elias Becerra, President
KSK Facilities Services, LLC
8335 Winnetka Ave., Suite 409
Winnetka, CA 91306
Email: ebecerra@kskfacilitieservices.com
Tel: (818) 219-3114

IN WITNESS WHEREOF, the City and Contractor have executed this Amendment No. 1 to the Agreement as of June 28, 2022.

Signature blocks on next page

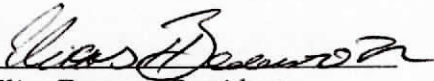
"CITY"

City of La Puente

By: _____
Charlie Klinakis, Mayor

"CONTRACTOR "

KSK Facilities Services, LLC.

By: 
Elias Becerra, President

Attest:

By: _____
Sheryl Garcia, City Clerk

Approved as to form:

By: _____
Victor Ponto, City Attorney

EXHIBIT B – RATE SCHEDULE

**KSK FACILITIES SERVICES
RATE SCHEDULE 2022-2023**

FACILITY	JULY-JUNE
CITY HALL	\$ 1,770.20 a month
SENIOR CENTER	\$ 1,033.50 a month
COMMUNITY CENTER/YLAC	\$ 2,242.96 a month
GRAND TOTAL	\$ 5,046.66 a Month
	\$ 60,559.92 a Year



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: June 28, 2022

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: CONSIDERATION OF A RESOLUTION RESCINDING RESOLUTION NO. 22-5720 AND AMENDING THE COMPREHENSIVE PERSONNEL SYSTEM FOR FULL-TIME POSITIONS AND RATES FOR CITY EMPLOYEES, AND APPROVAL OF A JOB DESCRIPTION FOR THE SENIOR CODE ENFORCEMENT SUPERVISOR POSITION

BACKGROUND

On May 16, 2022, the City Council approved Resolution No. 22-5720 amending the comprehensive personnel system and establishing the number of authorized full-time positions and monthly salary ranges for City employees for the 2022-2023 fiscal year, effective July 1, 2022.

DISCUSSION

Staff is recommending the reclassification of the Code Enforcement Supervisor position to Senior Code Enforcement Supervisor to oversee the administrative functions of the Code Enforcement division. This replaces the Code Enforcement Supervisor position within the Code Enforcement division and encompasses a broader range of administrative responsibility, policy-making authority, and scope of supervision. The Senior Code Enforcement Supervisor would be under Classified, Exempt positions.

FISCAL IMPACT

The total expense associated with the addition of the Senior Code Enforcement Supervisor position is approximately \$133,000 per fiscal year. Appropriations are included within the FY 2022/2023 budget. The position is allocated within the General Fund and the Community Development Block Grant (CDBG) fund.

RECOMMENDATION

It is recommended that the City Council: (1) adopt Resolution No. 22-5735 rescinding Resolution No. 22-5720 and approving authorized full-time positions and salary ranges; and (2) approve the job description for the Senior Code Enforcement Supervisor position.

Agenda Report: Amended Full-Time Staff Salary

For meeting of: June 28, 2022

Page 2

ATTACHMENTS

Attachment “A”: Resolution No. 22-5735

Attachment “B”: Senior Code Enforcement Supervisor Description

RESOLUTION NO. 22-5735

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, RESCINDING RESOLUTION NO. 22-5720, AND AMENDING THE COMPREHENSIVE PERSONNEL SYSTEM AND ESTABLISHING THE NUMBER OF AUTHORIZED FULL-TIME POSITIONS AND MONTHLY SALARY RANGES FOR CITY EMPLOYEES

WHEREAS, the City Council wishes to rescind Resolution 22-5720 and to establish the number of authorized full-time positions and monthly salary ranges for City employees for the 2022-2023 fiscal year, effective July 1, 2022.

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

SECTION 1. Effective July 1, 2022, Resolution 22-5720 is hereby rescinded.

SECTION 2. Effective July 1, 2022, the salary ranges and position titles of Unclassified Exempt, Exempt At-Will, Classified Exempt authorized positions are as follows:

A. Unclassified Management Exempt Positions	Authorized Positions	Range	Monthly Salary
			Steps A - E
City Manager	1	Contract	19,376
B. Exempt At-Will	Authorized Positions	Range	Monthly Salary
			Steps A – F
Director of Administrative Services	1	A11	13,682 – 17,798
Director of Development Services	1	A10	13,031 – 16,950
Director of Community Services	1	A8	11,282 – 14,676
Assistant City Engineer	1	A4	8,448 – 10,989
City Clerk	1	A4	8,448 – 10,989
Finance Manager	1	A3	7,895 – 10,270

D. Classified Exempt Positions	Authorized Positions	Range	Monthly Salary Steps A – E
Senior Planner	1	E8	7,135 – 8,673
Maintenance Superintendent	1	E8	7,135 – 8,673
Senior Code Enforcement Supervisor	1	E8	7,135 – 8,673
Communications/Information Technology Analyst	1	E6	6,472 – 7,866
Principal Accountant	1	E6	6,472 – 7,866
Associate Planner	1	E6	6,472 – 7,866
Community Engagement Supervisor	1	E5	6,163 – 7,492
Management Analyst	1	E5	6,163 – 7,492
Assistant Planner	1	E4	5,870 – 7,135
Maintenance Supervisor	1	E3	5,590 – 6,795
Management Assistant	1	E2	5,324 – 6,472

SECTION 4. Effective July 1, 2022, the salary ranges and position titles of Classified Non-Exempt authorized positions are as follows:

F. Classified, Non-Exempt Positions	Authorized Positions	Range	Monthly Salary Step A - E
Rehabilitation/Grants Specialist ^{NR*}	1	N22	5,702 – 6,931
Community Services Supervisor	1	N21	5,430 – 6,601
Community Services Coordinator	2	N20	5,172 – 6,287
Accounting Technician II	1	N20	5,172 – 6,287
Administrative Assistant	1	N19	4,926 – 5,987
Maintenance Lead	1	N19	4,926 – 5,987
Code Enforcement Officer	1	N19	4,926 – 5,987
Accounting Technician	1	N18	4,691 – 5,702
Park Maintenance Worker	2	N18	4,691 – 5,702
Community Outreach Program Coordinator	2	N18	4,691 – 5,702
Community Resource Technician	2	N18	4,691 – 5,702
Maintenance Worker	3	N17	4,468 – 5,430
Accounting Assistant	2	N16	4,255 – 5,172
Community Services Specialist	2	N15	4,052 – 4,926

**NR – Not Represented*

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

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

PASSED, APPROVED AND ADOPTED this 28th day of June, 2022, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk



Senior Code Enforcement Supervisor

Department/Division:	Public Safety/Code Enforcement
Reports To:	City Manager
Provides Direction To:	Code Enforcement Officers, Parking Control Specialists, and Related Administrative Staff
FLSA Exemption Status:	Exempt
Date Prepared:	June 28, 2022

GENERAL PURPOSE

Under administrative direction, plans, coordinates, and manages the City's Code Enforcement Division; enforces municipal code provisions and explains regulations relating to public nuisances and related codes; resolves major complaints, prepares management reports and marketing materials, and coordinates special projects; and does related work as required.

DISTINGUISHING CHARACTERISTICS

The Senior Code Enforcement Supervisor is responsible for the administrative functions of the Code Enforcement division. This position is distinguished from the Code Enforcement Supervisor by its broader administrative responsibility, policy-making authority, and scope of supervision.

ESSENTIAL FUNCTIONS

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

1. Assumes responsibilities for all services and activities of the Code Enforcement division. Plans, coordinates, and manages the work of staff; schedules, assigns, supervises, and evaluates the work of field officers and administrative staff; organizes, assigns work, and coaches staff in the efficient handling of citizen complaints.
2. Manage and participate in the development and implementation of goals, objectives, policies, and priorities for the Code Enforcement division.
3. Selects, trains, motivates, and evaluates Code Enforcement personnel; provides or coordinates staff training; works with employees to correct deficiencies; and implements discipline.

4. Continuously monitors and evaluates the efficiency and effectiveness of service delivery methods and procedures; assesses and monitors workload, administrative and support systems, and internal reporting relationships; identifies opportunities for improvement and reviews with the City Manager; and implements improvements.
5. Plans, directs, coordinates, and reviews the workplace for the Code Enforcement division, meets with staff to identify and resolve problems; assigns work activities, projects, and programs; monitors workflow; and reviews and evaluates work products, methods, and procedures.
6. Manages and participates in the development and administration of the Code Enforcement program budget; directs the forecast of additional funds needed for staffing, equipment, materials, and supplies; directs the monitoring of and approve expenditures; and recommends adjustments as necessary.
7. Interprets and applies municipal codes related to commercial and residential property maintenance; animal control/welfare; reviews case files prepared by staff for attorney prosecution; presents testimony as required; makes presentations to boards, commissions, and committees.
8. Develops and implements procedures designed to achieve code compliance involving application of related laws, ordinances, and regulations; consults with City Attorney, City staff, property owners, law enforcement and fire agencies; recommends code revisions to achieve practical and equitable regulations.
9. Coordinates communications with complainants, attorneys, and property owners involved in code violation cases.
10. Coordinates the work of staff and program representatives to provide information regarding codes and procedures to residents and businesses.
11. Develops and presents educational and informational materials for the general public outlining City policies and standards pertaining to the improvements and maintenance of private property; promotes and encourages cooperation in obtaining voluntary compliance with City standards and regulations.
12. Conducts onsite inspections and re-inspections; determines existence and types of code violations; recommends corrective actions in order to bring about compliance; ascertains time frames for compliance; assists homeowners and businesses to obtain compliance.
13. Conducts parking administrative reviews of appealed violations.
14. Prepares and reviews monthly and quarterly reports of Code Enforcement activities for City Council, and records required for other enforcement actions and research requests.

15. Responds to inquiries from and advises property owners and the public regarding compliance with animal control/welfare, building and zoning regulations, property maintenance standards, regulatory practices, and currently active code enforcement cases.
16. Assists designated management representatives with the drafting of ordinances related to code enforcement.

QUALIFICATIONS GUIDELINES

Knowledge of:

Applicable federal, State, and local codes, laws and regulations related to building, zoning, housing, animal control/welfare, and nuisance violations; supervisory principles and techniques; operational characteristics, services, and activities of a code enforcement program; business license practices; rental housing ordinances and policies; public relations and conflict resolution methods and techniques; record keeping practices; business letter writing and administrative report preparation techniques; modern office procedures, methods, and equipment.

Ability to:

Read and interpret legislation as related to code enforcement; recognize conditions that constitute a violation; manage the work of assigned staff; read, interpret, apply and explain related laws, ordinances, rules, regulations, policies and procedures; enforce housing, zoning, animal control/welfare, and property maintenance ordinances; prepare and review cases for prosecution; read and interpret legislation, codes, maps, plans, and legal descriptions; maintain records of code compliance activities; operate computer equipment and word processing and specialized database and software applications; communicate effectively both orally and in writing; research and prepare written reports; establish and maintain cooperative working relationships with residents, tenants, business owners, staff, management, contractors, vendors, and others; resolve conflict situations.

Core Values:

The position is expected to demonstrate commitment to the City's core values commensurate with the job responsibilities, which include fiscal sustainability, honesty and integrity, diversity, quality of life, professionalism, transparency, and planning for the future.

Education/Training/Experience:

Equivalent to a bachelor's degree from an accredited four-year college or university with major course work in Planning, Public Administration, Law Enforcement, or a related field. Seven years of code and permit enforcement work experience, including several years of lead or supervisory work, preferably in a governmental Planning or Building Safety department with responsibility for code enforcement functions.

Licenses; Certificates; Special Requirements:

Valid Class C California driver's license, acceptable driving record, and proof of insurance in compliance with the City's Vehicle Insurance Policy standards.

Possession of P.O.S.T. 832 certification or equivalent ICC certification.

May be required to work extended hours or on weekends given enforcement needs and public programs.

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

PHYSICAL AND MENTAL DEMANDS

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

Physical Demands

While performing the duties of this class, the employee is frequently required to sit, stand and walk, as well as bend, stoop, crouch and squat in the performance of daily activities. The sensory demands include the ability to talk, and hear, both in person and by telephone; use hands to finger, handle, feel or operate computer hardware and standard office equipment; and reach with hands and arms. The employee occasionally lifts and carries records and documents typically weighing less than 25 pounds.

Sensory demands include the ability to see within the normal range, talk, and hear and use electronic touch keypads.

Mental Demands

While performing the duties of this class, the employee is regularly required to use clear and concise oral communication skills with both the public and co-workers; read and interpret data; potentially deal with situations involving interpersonal conflicts involving parking enforcement.

WORK ENVIRONMENT

The employee frequently works in office conditions where the noise level is usually moderate, at and below 70 decibels, and occasionally above 80 decibels given vehicular noise.



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: June 28, 2022

From: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION OF A RESOLUTION ADOPTING A LIST OF PROJECTS FOR FISCAL YEAR 2022-2023 FUNDED BY SB1: THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

BACKGROUND

On April 28, 2017, the Governor of California signed Senate Bill 1 (“SB 1”), the Road Repair and Accountability Act of 2017, also known as the Road Maintenance and Rehabilitation Account (“RMRA”). SB 1 provides additional state funding for cities to address basic road maintenance, rehabilitation, and critical safety needs on highways and local streets, which is funded by a per gallon fuel tax and vehicle registration fees.

For Fiscal Year (“FY”) 2022-2023 the City is expected to receive approximately \$887,690 in RMRA funds. Pursuant to Street and Highways Code (“SHC”) Section 2034, prior to receiving an apportionment of funds each city or county is required to have identified RMRA eligible capital projects by a resolution adopted by the City Council.

DISCUSSION

The project to be included in the budget for Fiscal Year 2022-2023 to be funded with SB 1 funds is as follows:

LOCAL STREETS PAVEMENT RESURFACING

Street Location	From	To
San Jose Avenue	Stimson Avenue	Del Valle Ave
Montana Avenue	Glendora Avenue	5 th Street
Larimore Avenue	Loukelton Street	Cambay Street
Mayland Avenue	Nelson Avenue	Temple Avenue
Beckner Street	Orange Avenue	Tonopah Avenue

These street segments currently have an average pavement condition index (“PCI”) score of 11 which is categorized as “very poor” in terms of the street condition. The previous SB 1 allocations of \$752,072 for FY 20-21, and \$597,735 for FY 21-22 were carried over to the FY 21-22 budget and expended on the Street Improvements on Various City Streets FY 2020-21 that will be completed this month, as well as the Las Vecinas Street Improvements that will be

advertised for bids in the Fall 2022. The streets being paved with SB 1 funding reflect the most recent Pavement Management System (PMS) update of 2018.

The legislation includes a “maintenance of effort” requirement for local funds contributed to street and road repairs to help ensure the new funding source augments existing budgets for road repairs. Specifically, it requires each city to spend no less than the annual average from its discretionary general fund monies during Fiscal Years 2009-10, 2010-11 and 2011-12. As the City did not expend general fund monies on road and street repairs during those time frames, the City’s maintenance of effort is zero (0), which means the City is not required to continue its current expenditure level of discretionary funds on street maintenance.

In addition, if a city has an overall PCI score of 80 or higher (reflecting “very good” to “excellent” street conditions), it may spend the funds on other transportation priorities and not on pavement rehabilitation. The average PCI for La Puente’s streets is currently at 43.3 which are categorized as “poor.” With the additional funding from SB 1, the City will continue to augment regularly planned street repairs utilizing the recently approved bond proceeds from Measure M and R funds in order to improve neighborhood street throughout the City.

FISCAL IMPACT

The street segments described in this report are included in the attached Resolution and will be included in the City’s local street improvement project for Fiscal Year 2022-23. The proposed street improvements for FY 22-23 will be funded with SB 1 funds in the approximate amount of \$887,690. There is no impact to the General Fund pertaining to the use of these funds.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 22-5736 adopting a list of projects for Fiscal Year 2022-2023 funded by SB1: the Road Repair and Accountability Act of 2017.

ATTACHMENTS

Attachment “A”: Resolution No. 22-5736

RESOLUTION NO. 22-5736

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE, CALIFORNIA, ADOPTING A LIST OF
PROJECTS FOR FISCAL YEAR 2022-23 FUNDED BY SB1:
THE ROAD REPAIR AND ACCOUNTABILITY ACT OF
2017**

WHEREAS, on April 28, 2017, the Governor signed Senate Bill 1, the Road Repair and Accountability Act of 2017, also known as the Road Maintenance and Rehabilitation Account (“RMRA”), to address basic road maintenance, rehabilitation, and critical safety needs on highways and local streets, which is funded by a per gallon fuel tax and vehicle registration fees; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the City’s residents are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, pursuant to Streets and Highways Code (“SHC”) Section 2034, each eligible city or county prior to receiving an apportionment of RMRA funds is required to have identified capital projects in a budget adopted or amended by the governing body that monies provided by RMRA will fund; and

WHEREAS, pursuant to SHC Section 2030, RMRA funds are to be prioritized for expenditure on basic road maintenance and rehabilitation projects, and on critical safety projects, railroad grade separations, complete streets components including active transportation purposes, pedestrian and bicycle safety projects, transit facilities, and drainage and storm water recapture projects in conjunction with any other allowable project, and traffic control devices; and

WHEREAS, pursuant to SHC Section 2037, a city or county may spend its apportionment of RMRA funds for general fund transportation priorities other than those outlined in Section 2030, if any of the city or county’s average Pavement Condition Index (PCI) meets or exceeds 80; and

WHEREAS, pursuant to SHC Section 2036, a city or county may spend its apportionment of RMRA funds for general fund transportation expenses in excess of the maintenance of effort requirement as calculated in the Street Report as the average general fund expenditures for street, road and highway purposes in Fiscal Years 2009-2010, 2010-2011, and 2011-2012; and

WHEREAS, the City’s maintenance of effort calculation in Fiscal Years 2009-2010, 2010-2011, and 2011-2012 is zero; and

WHEREAS, the City is projected to receive \$887,690 in RMRA funds in Fiscal Year 2022-2023; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduced vehicle emissions helping the State to achieve its air quality and greenhouse gas emissions reductions goals.

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 has identified the following RMRA capital projects to be funded by RMRA funding for Fiscal Year 2022-2023:

LOCAL STREETS PAVEMENT RESURFACING

Street Location	From	To
San Jose Avenue	Stimson Avenue	Del Valle Ave
Montana Avenue	Glendora Avenue	5 th Street
Larimore Avenue	Loukelton Street	Cambay Street
Mayland Avenue	Nelson Avenue	Temple Avenue
Beckner Street	Orange Avenue	Tonopah Avenue

SECTION 3. The City identified carryover SB 1 funding of \$1,234,000 from FY 21-22 that is included in the adopted budget for Fiscal Year 2022-2023 and will be expended on the Street Improvements on Various City Streets FY 2021-22 and Las Vecinas Street Improvement Projects. All of the streets to be improved reflect the most recent Pavement Management System update of 2018.

SECTION 4. The City will submit to the California Transportation Commission for their review a list of proposed projects to be funded by RMRA by July 1, 2022, in the format prescribed.

SECTION 5. The rubberized asphalt resurfacing of the street segments listed above will add an additional 25 years of life to the streets. The street segments are scheduled to be completed by June 30, 2023.

SECTION 6. The City Manager or his designee is hereby authorized to undertake such acts as necessary to carry out this Resolution.

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

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

PASSED, APPROVED AND ADOPTED this 28th day of June, 2022, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: June 28, 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 June 28, 2022 through July 28, 2022, pursuant to Brown Act provisions.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 22-5737, authorizing the City Council, City Boards, and all Commissions of the City continue to hold teleconferenced meetings from June 28, 2022, through July 28, 2022.

ATTACHMENTS

Attachment "A": Resolution No. 22-5737

RESOLUTION NO. 22-5737

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 JUNE 28, 2022, THROUGH JULY 28, 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 June 28, 2022 and continuing until the earlier of July 28, 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 28th day of June, 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: June 28, 2022

From: Bob Lindsey, City Manager

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

SUBJECT: PRESENTATION OF MAY 2022 BUDGET REPORT

BACKGROUND

The City Council adopted the Fiscal Year 2021-2022 Budget and Capital Improvement Program on May 25, 2021. The attached report examines fiscal activity taking place during the month of May 2022 and includes all funds within the operating budget. The report analyzes year-to-date transactions in comparison to budgeted amounts for the entire fiscal year, expressing each category using a percentage-of-completion methodology. It additionally provides comparisons in activity level to the same time period last fiscal year.

DISCUSSION

As of the end of May 2022, ninety-one (91) percent of the fiscal year has elapsed.

REVENUES

General Fund revenues have reached ninety (90) percent of their adopted budget, or \$15.77 million, keeping with expectations at this point in the fiscal period. May was a significant month for *Property Tax*, as the City received its second and final annual allocation of property tax in-lieu of vehicle license fees (VLF) in the amount of \$2,688,121. This brings the year-to-date collections in this revenue account to 101.9% of budget, for a total of \$6,999,025.

Other General Fund revenue categories, such as *Charges for Services*, *Licenses and Permits*, and *Fines and Forfeitures* have also surpassed their respective budget forecasts for the fiscal year. The strong fiscal position of this fund indicates that the City is poised to continue a robust recovery from the COVID-19 pandemic.

Special revenue funds in aggregate display collections of 85.7% of budget or \$11 million, including all four (4) MTA fund which have year-to-date results over 100% of their annual budgets.

EXPENDITURES

General Fund expenditures have reached 76% of their annual budget, for a total of \$13,477,604. At this time last fiscal year, a comparable 77.8% of the operating budget had

been expended. Almost all departments within this fund are spending within the expected scope of the budget. A notable exception includes the General Government segment, which has exceeded its annual budget due to legal fees. The Development Services Department has also exceeded its expenditure budget due in part to rising contract service costs related to increased building permit activity. This expense is partially offset on the revenue side of the budget, where increased permit activity represents more income for the City. This department also houses the Parks Department, whose budget provides for ongoing irrigation work and small fixtures at La Puente Park.

RECOMMENDATION

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

ATTACHMENTS

Attachment “A”: Monthly Budget Report – May 2022

CITY OF LA PUENTE
Monthly Budget Report - April 2022
Statement of Operating Expenditures
91% of the Fiscal Year Complete

	FY 2021-2022 BUDGET	FY 2021-2022 YTD ACTUAL	%	FY 2020-2021 BUDGET	FY 2020-2021 YTD ACTUAL	%
GENERAL FUND						
General Government	1,422,800	1,458,729	102.5%	1,353,100	1,113,069	82.3%
Administrative Services	1,586,400	1,195,783	75.4%	1,791,100	1,449,111	80.9%
General Services	247,300	202,913	82.1%	238,100	238,174	100.0%
Public Safety	9,973,000	6,513,973	65.3%	8,516,800	6,022,961	70.7%
Development Services	1,895,000	2,060,078	108.7%	1,570,600	1,362,355	86.7%
Community Services	1,772,900	1,391,785	78.5%	1,792,500	1,275,605	71.2%
Transfers	692,900	654,343	94.4%	70,200	463,220	659.9%
TOTAL GENERAL FUND	17,590,300	13,477,604	76.6%	15,332,400	11,924,494	77.8%
SPECIAL REVENUE FUNDS						
Gas Tax	1,023,200	924,933	90.4%	958,800	830,922	86.7%
RMRA/SB1	23,100	20,651	89.4%	-	-	0.0%
Prop A	896,800	651,701	72.7%	965,300	639,568	66.3%
Prop C	68,700	72,886	106.1%	71,400	298,905	418.6%
Measure R	489,800	255,399	52.1%	483,300	205,349	42.5%
Measure M	472,200	193,978	41.1%	472,700	166,480	35.2%
AQMD	121,100	14,528	12.0%	30,900	117,528	380.3%
Lighting & Landscape Maintenance District	928,200	757,945	81.7%	892,400	931,992	104.4%
CDBG	477,600	364,802	76.4%	485,300	323,613	66.7%
CDBG CARES Fund	-	15,315	0.0%	-	187,305	0.0%
State CARES Act Fund	-	23,838	0.0%	-	444,456	0.0%
Supplemental Law Enforcement Fund	140,000	37,910	27.1%	100,000	156,727	0.0%
PEG Access	92,500	91,818	99.3%	87,600	25,549	29.2%
American Rescue Plan Act Fund	3,413,200	1,330,048	39.0%	-	-	0.0%
Other Special Revenue	333,200	104,167	31.3%	392,900	59,653	15.2%
TOTAL SPECIAL REVENUE FUNDS	8,479,600	4,859,920	57.3%	4,940,600	4,388,046	88.8%
CAPITAL PROJECTS & DEBT SERVICE FUNDS						
Citywide Debt Service Fund	642,100	627,765	97.8%	-	8,503,356	0.0%
Capital Projects	53,500	97,151	181.6%	53,500	53,287	99.6%
Series 2019A Debt Service	263,600	263,638	100.0%	262,800	262,838	0.0%
Series 2019 B Debt Service	230,400	230,400	100.0%	234,200	234,150	0.0%
TOTAL CAP. PROJ. & DEBT SERVICE FUNDS	1,189,600	1,218,953	102.5%	550,500	9,053,631	1644.6%
SUCCESSOR AGENCY						
Successor Agency to the LPCDC	1,004,800	412,055	41.0%	1,021,900	477,831	46.8%
PROPRIETARY FUNDS						
Sewer Construction/Maintenance Fund	1,623,400	292,555	18.0%	1,264,700	255,058	20.2%
Equipment Replacement Fund	161,000	221,889	137.8%	140,800	141,593	100.6%
Vehicle Maintenance & Replacement Fund	352,200	359,038	101.9%	226,800	470,414	207.4%
TOTAL OPERATING EXPENDITURES	30,400,900	20,842,015	68.6%	23,477,700	26,711,068	113.8%

CITY OF LA PUENTE
Monthly Budget Report - April 2022
Statement of Revenues
91% of the Fiscal Year Complete

	FY 2021-2022 BUDGET	FY 2021-2022 YTD ACTUAL	%	FY 2020-2021 BUDGET	FY 2020-2021 YTD ACTUAL	%
GENERAL FUND						
Property Tax	6,865,300	6,999,025	101.9%	6,597,300	6,780,211	102.8%
Sales Tax	3,538,700	2,929,144	82.8%	2,539,000	2,722,012	107.2%
Sales Tax - Measure LP	3,013,000	2,711,466	90.0%	2,137,500	2,476,789	115.9%
Other Taxes and Assessments	1,483,600	1,361,532	91.8%	1,479,100	1,226,153	82.9%
Licenses and Permits	537,400	581,361	108.2%	645,500	658,239	102.0%
Fines and Forfeitures	272,500	353,894	129.9%	280,000	170,902	61.0%
Use of Money	190,000	224,947	118.4%	120,000	157,506	131.3%
Intergovernmental	546,000	379,913	69.6%	67,500	258,186	382.5%
Charges for Services	646,700	650,620	100.6%	824,300	543,619	65.9%
Other	437,100	(419,887)	-96.1%	577,200	17,067	3.0%
TOTAL GENERAL FUND	17,530,300	- 15,772,015	90.0%	15,267,400	15,010,684	98.3%
SPECIAL REVENUE FUNDS						
Gas Tax	1,059,700	802,303	75.7%	965,300	739,502	76.6%
RMRA (SB1)	800,300	598,720	74.8%	704,100	562,588	79.9%
Prop A	927,100	969,812	104.6%	827,800	771,601	93.2%
Prop C	687,500	779,201	113.3%	585,600	630,365	107.6%
Measure R	512,700	583,317	113.8%	436,700	466,000	106.7%
Measure M	580,600	594,763	102.4%	490,100	479,574	97.9%
AQMD	77,000	25,355	32.9%	53,000	26,061	49.2%
Miscellaneous Grants	228,000	145,716	63.9%	838,400	1,184,539	141.3%
Lighting & Landscape Maintenance District	878,400	863,474	98.3%	839,600	843,895	100.5%
CDBG	477,600	324,513	67.9%	445,600	250,402	56.2%
CDBG CARES	-	-	0.0%	-	178,013	0.0%
PEG Access	35,600	30,040	84.4%	36,500	32,232	88.3%
Supplemental Law Enforcement Fund	140,000	161,285	115.2%	100,000	156,727	156.7%
State CARES Act Fund	-	-	0.0%	-	369,298	0.0%
American Rescue Plan Act Fund	4,738,255	4,738,255	0.0%	-	-	0.0%
Other Special Revenue	1,716,800	409,416	23.8%	1,474,700	416,754	28.3%
TOTAL SPECIAL REVENUE FUNDS	12,859,555	11,026,170	85.7%	7,797,400	7,107,551	91.2%
CAPITAL PROJECTS & DEBT SERVICE FUNDS						
Citywide Debt Service	627,800	489,216	100.0%	-	8,602,861	0.0%
2019A Debt Service	263,600	59,319	22.5%	262,800	-	0.0%
2018B Debt Service	230,400	52,700	22.9%	234,200	-	0.0%
Capital Projects	53,500	3,812,143	7125.5%	68,500	58,427	85.3%
Series 2019A Capital Project	-	-	0.0%	-	-	0.0%
Series 2019 B Capital Project	-	-	0.0%	-	-	0.0%
TOTAL CAP. PROJ. & DEBT SERVICE FUNDS	1,175,300	- 4,413,378	376%	565,500	8,661,288	1531.6%
SUCCESSOR AGENCY						
Successor Agency to the LPCDC	601,000	73,809	12.3%	737,600	117,544	15.9%
PROPRIETARY FUNDS						
Sewer Construction/Maintenance Fund	1,375,000	1,293,618	94.1%	1,325,000	1,405,491	106.1%
Equipment Replacement Fund	161,000	240,713	149.5%	142,300	194,036	136.4%
Vehicle Maintenance & Replacement Fund	188,200	396,380	210.6%	157,500	479,277	304.3%
TOTAL REVENUES	33,890,355	33,216,083	98.0%	25,992,700	32,975,872	126.9%



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: June 28, 2022

From: Bob Lindsey, City Manager

By: Sheryl Garcia, City Clerk, MMC, CPM

SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH HOLT ARCHITECTS, INC. DBA HOLT ARCHITECTS FOR ARCHITECTURAL DESIGN AND ENGINEERING SERVICES FOR CITY COUNCIL CHAMBERS AND ANCILLARY SPACES IN THE AMOUNT OF \$363,901

BACKGROUND

The City of La Puente's Council Chambers was built in the 1960s with the last major upgrade to audio and visual components taking place in 2012. Existing equipment and software are obsolete and unreliable and it has become difficult to repair or find replacements for many of the system's components.

At the March 23, 2021, City Council meeting the City Council discussed upgrades to the Council Chambers including audio and visual equipment and social distancing measures. Direction was given to Staff to solicit for and identify a qualified consultant to perform an assessment to upgrade Council Chambers which would include the build-out of an efficient and functional system, address infrastructure and technology challenges and necessary system improvements, provide robust web conferencing and overall increase transparency and enhance the public's experience when attending meetings.

After discussions with several firms, Staff have identified Holt Architects, Inc. ("Holt") as the consultant most qualified to provide design and engineering services to the City which include conceptual/schematic design, assistance with the preparation of bid documents, construction documents and construction administration.

DISCUSSION

Holt has conducted several site visits with Staff to assess the City's needs and goals, identify areas of concern and develop a preliminary scope of work. Attached to this report is a Professional Services Agreement with Holt to provide the City with professional architectural design and related services. The scope of work is broken into two phases: Phase 1 includes due diligence, architectural design/deliverables of the recommended system layout and preparation of program budget based on design at a cost of approximately \$116,000. Phase 2 consists of design development, construction documents, bidding and award assistance and construction administration/project management at a cost of approximately \$248,000, however, this amount will be revisited once Phase 1 deliverables and program budget are finalized. Holt would act as project manager throughout both phases.

Holt offers a complete range of architectural, planning and construction administration services and has been in continuous operation since 1983 serving a variety of clients and project types throughout southern California. Holt provides services for civic, law enforcement, K-12 education, higher education, religious, medical, youth, detention, animal care, fleet services and laboratory facilities. Their municipal clients have included the cities of Indio, Palm Desert, Ontario, Fontana, Yucaipa, Banning, Riverside and counties of Imperial, Riverside and San Diego.

Pursuant to Section 2.20.090 of the City’s procurement policy agreements for professional services can be executed without observing the City’s bidding procedures based on the determination by the City Manager. As stated in Section 2.20.020, the term “professional services” specifically include the services of an architect. The City Manager can make his determination based on any or all of the following: demonstrated competence, qualifications, experience, knowledge of the City and reasonableness of cost to perform the services. It has been determined that Holt is the consultant most qualified based on demonstrated competence, qualifications and experience.

FISCAL IMPACT

Funding for this project is available from the FY 2022-23 Capital Improvement Program budget from the General Fund for the line item American Rescue Plan Act funds.

RECOMMENDATION

It is recommended that the City Council: (1) approve the Agreement with Holt Architecture, Inc. dba Holt Architects in the amount of \$363,901; (2) authorize the City Manager to execute the Agreement on behalf of the City; and (3) provide any necessary direction to Staff.

ATTACHMENTS

Attachment “A”: Professional Services Agreement

CITY OF LA PUENTE

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of June 14, 2022, between the City of La Puente, a municipal corporation (“City”) and Holt Architects, Inc., dba Holt Architects, a California corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

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

2. SERVICES

(a) Consultant shall perform the tasks (“Services”) described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full (“Scope of Services/Rate Schedule”). Tasks other than those specifically described in the Scope of Services/Rate Schedule 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) In providing services under this Agreement Consultant shall perform, consistent with but limited to, that degree of skill and care ordinarily used by other reputable members of Consultant's profession, practicing in the same or similar locality and under similar circumstances. Nothing in this Agreement shall be interpreted to require Consultant to meet any higher standard of care, and this paragraph shall control over any such contrary provision.

(d) Consultant shall comply with all applicable federal, state, and local laws, regulations and ordinances in the performance of this Agreement, including but not limited to, the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 *et seq.*). During the term of this Agreement, Consultant shall not perform any work for another person or entity for whom Consultant was not working on

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

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

3. MANAGEMENT

The City Manager, or his/her designee, shall represent the City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Consultant, but shall have no authority to modify the Services or the compensation due to Consultant.

4. PAYMENT

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, based upon actual time spent on the above tasks. This amount shall not exceed Three Hundred Three Thousand Nine Hundred and One (\$363,901.00) dollars for the total Term of the Agreement unless additional payment is approved as provided in this Agreement. Invoices shall clearly indicate what services were rendered, tasks performed, time spent and by whom.

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

(c) Consultant shall submit invoices monthly for actual services performed. Invoices shall be submitted on or about the first business day of each month, or as soon thereafter as practical, for services provided in the previous month. Payment shall be made within thirty (30)

days of receipt of each invoice as to all non-disputed fees. If the City disputes any of Consultant's fees it shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

5. SUSPENSION OR TERMINATION OF AGREEMENT

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

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

6. OWNERSHIP OF DOCUMENTS

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

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

other written material developed by Consultant in the performance of the Services pursuant to this Agreement, shall be and remain the property of the City.

7. INDEMNIFICATION

(a) Indemnity for professional liability

When the law establishes a professional standard of care for Consultant's Services, to the fullest extent permitted by law, Consultant shall indemnify, protect, but not defend and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs and expenses, including legal counsel's fees and costs caused in whole or in part by any negligent or wrongful act, error or omission of Consultant, its officers, agents, employees or Subconsultants (or any agency or individual that Consultant shall bear the legal liability thereof) in the performance of professional services under this Agreement.

(b) Indemnity for other than professional liability

Other than in the performance of professional services and to the full extent permitted by law, Consultant shall indemnify, but not 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, but only to the extent actually caused by, in whole or in part, the performance of this Agreement by Consultant or by any individual or agency for which Consultant is legally liable, including but not limited to officers, agents, employees or subcontractors of Consultant.

(c) Duty to Defend

Consultant has no obligation to pay for any of the indemnities defense related costs prior to a final determination of liability or to pay any amount that exceeds Consultant's finally determined percentage of liability based upon the comparative fault of Consultant. In the event the City, its officers, employees, agents and/or volunteers are made a party to any action, claim, lawsuit, or other adversarial proceeding arising from the performance of the services encompassed by this Agreement, and upon demand by City, Consultant shall reimburse the City for its costs of defense, including reasonable attorney's fees and costs incurred in the defense of such matters in an amount that is proportionate to the finding of liability against Consultant. Payment by City is not a condition precedent to enforcement of this indemnity.

8. INSURANCE

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

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

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

14. NOTICES

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

If to City:

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

With a copy to:

Victor Ponto, Esq.
Olivarez Madruga Law Organization
500 S. Grand Avenue, 12th Floor
Los Angeles, CA 90071

Tel: (213) 744-0099

If to Contractor:

Holt Architects, Inc. dba Holt Architecture
Matthew C. Acton
2300 Market Street, Ste. 140
Riverside, CA 92501
(o) (951) 462-1451

15. DISPUTE RESOLUTION

In the event of any dispute between the Parties related to this Agreement or this project, the Parties agree to first negotiate in good faith toward a resolution with participation by representatives of each Party holding sufficient authority to resolve the dispute. If such dispute cannot be resolved in this manner, before any action or litigation is initiated other than as required to secure lien rights, the dispute shall be submitted to mediation using the American Arbitration Association or another mediator as mutually selected by the Parties. Such mediation shall be completed within a reasonable period of time following either Party's written demand with each Party to bear an equal share of the mediation fees and its own respective attorney and consultant fees and costs.

16. ASSIGNMENT

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

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

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

17. GOVERNING LAW/ATTORNEYS' FEES

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

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

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.

(Signatures on following page)

24. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CITY”

City of La Puente

By: _____
Bob Lindsey, City Manager

“CONSULTANT”

Holt Architects, Inc.

By:  _____
Matthew C. Acton, Principal

Attest:

By: _____
Sheryl Garcia, City Clerk

Approved as to form:

By: _____
Victor Ponto, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES/RATE SCHEDULE

[to be attached]



Original Date: June 21, 2022

Sheryl Garcia
City of La Puente – City Clerk
15900 E. Main Street
La Puente, CA 91744

RE: COUNCIL CHAMBERS AND ANTI-CHAMBER RENOVATION PROJECT

Dear Sheryl:

Holt Architecture is pleased to provide you with this Proposal for Architectural / Engineering Services regarding the above referenced Project. This Proposal is separated into two Parts with Part I focused on completing due diligence, Preliminary, and Schematic Architectural Design to assist the City in formulating the visions, scope of work, and Program Budget for the Project. Upon approval of Part I deliverables, Part II of the contract will be initiated and the Fees for Part II reflected in this Proposal will be reviewed with the Owner to ensure it is in alignment with the Scope of Work defined and established under Part I. Our understanding of the Scope of Work and necessary Scope of Services are as follows:

A. Scope of Work:

Renovate the existing Council Chambers, Anti-Chamber, and supporting areas at the existing City Hall. The existing area of work is estimated at 4,100 SF including the front entry vestibule and restrooms. The City is intending to provide a new aesthetic throughout the area of work including modifications to the existing Audio-Visual system, Council Dais, Public seating, etc...

B. Part I - Scope of Services:

1. Due Diligence
 - a. Scanning of the existing area of work, including immediately adjacent site features, to accurately document the existing conditions for the purposes of developing an As-Built Revit (3D) model.
 - b. System Evaluations including major Mechanical, Electrical, Plumbing, and Structural elements and systems to document the age, condition, and viability of these systems to support the new design. Such evaluations will be documented into final Reports submitted to City Staff.
2. Architectural Design Services
 - a. Services and deliverables will be provided as directed by the City to assist in establishing the vision and intent for the Project. Anticipated services could include:
 - i. Preliminary Design
 01. Meet with City Staff to understand and develop a list of Project Goals, Program spaces, and general design preferences.

- 02. Based upon these meetings, begin to develop Conceptual Space Plans for the new design.
 - 03. Upon approval of a final Conceptual Design, begin to develop 3D conceptual design models of the new design.
 - ii. Schematic Design (Architectural Only)
 - 01. Upon approval of a final 3D Conceptual Design, begin to develop Schematic Design Architectural drawings for the purposes of outlining the Project's Scope of Work.
 - Drawings to include:
 - A Code Analysis Plans
 - B Floor Plans
 - C Reflected Ceiling Plans
 - D Material and Finish Board
3. Program Budget
- a. Upon approval of the Schematic Design deliverables and completion of the System Evaluations, develop a Preliminary Program Budget for the Project.
 - i. Program Budget will be representative of Hard Costs and Soft Costs anticipated for the Project. Soft Costs are values generally controlled by the City and such values will require coordination and input from the City for proper representation in the Budget.

Structural, Mechanical, Electrical, Plumbing Engineering, and Low-Voltage System Design Services are included in Part I of this Proposal for the purposes of completing the System Evaluations only.

Project Management Services are included in this Proposal to assist the owner throughout the Project's development.

C. Part II – Scope of Services

- 1. Customary Architectural and Engineering Services to complete the Scope of Work as approved under Part I of this contract consisting of:
 - a. Schematic Design
 - b. Design Development
 - c. Construction Documents
 - d. Bidding/Award Assistance
 - e. Construction Administration
 - f. Project Closeout

D. Assumptions / Exclusions:

1. Fees reflected to complete Part II of this contract as estimated Fees based upon an assumption of the final Scope of Work yet to be defined. Part II Fees will be reviewed with the Owner upon approval of Part I deliverables and reassessed accordingly.
2. Owner will provide past 12-Months of electric utility bills to the Design Team, if requested.
3. ADA Evaluation (CAsp) Inspection of existing areas to remain, including exterior/site areas and paths of travel, are not included in this Proposal. If such inspection is requested, additional services can be submitted accordingly.
4. Exterior Site Improvements are not included in the Scope of Work.
5. Hazardous Material Testing is not included in this Proposal.
6. Fire Alarm / Fire Sprinkler system design (Deferred Approval) is not included in this Proposal.
7. LEED certification is not required.
8. Signage Design is not included in this Proposal.
9. Any Engineering Services or other Services not explicitly listed above are not included in this Proposal.

E. Schedule:

Overall Project Schedule will be developed in collaboration with the Project Team and City Stakeholders upon approval of this Proposal. It is anticipated that deliverables will be presented to the City Council in November 2022.

F. Compensation:

We propose to accomplish the above Scope of Services as a lump-sum, Fixed-Fee basis, with exception of Part I Architectural Design Services to be billed on a Time and Material basis not-to-exceed limit, to be billed as a percentage of completion on a monthly basis as follows:

• Part I - Basic Services (Lump Sum)	51,003
• Part I – Architectural Design Services (T+M)	50,000
▪ Contingency (10%)	10,100
▪ Reimbursables (5%)	<u>5,050</u>
PART I - BASIC SERVICES TOTAL:	\$116,153
• Part II - Basic Services (Estimate)	215,433
▪ Contingency (10%)	21,543
▪ Reimbursables (5%)	<u>10,772</u>
PART II - BASIC SERVICES TOTAL:	\$247,748



Sheryl Garcia, City of La Puente
RE: Council Chambers and Anti-Chamber Renovation Project
Page | 4

Reimbursable expenses will accompany the monthly invoices. If the Scope of Work or Construction Cost increases by more than 10%, our Compensation shall be adjusted accordingly. This proposal is valid for sixty (60) days from the date of this letter.

We appreciate the opportunity to be of service to you. Please contact me with any questions regarding this proposal.

Sincerely,

HOLT ARCHITECTURE

A stylized, handwritten signature in black ink, appearing to read "Matt Acton", written over a horizontal line.

Matt Acton
Principal

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

Primary/noncontributing. General and Auto Liability coverage provided by Consultant shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

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

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

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

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

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

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

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

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

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

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

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

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

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

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



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: June 28, 2022

From: Bob Lindsey, City Manager

SUBJECT: UPDATE AND PRESENTATION BY GLOBAL URBAN STRATEGIES
REGARDING THE CITY'S WEBSITE

BACKGROUND/DISCUSSION

In May 2022, the City engaged the services of Global Urban Strategies to produce an updated website and provide website hosting services. Global Urban Strategies will provide the City Council with a presentation on the status of the updated website including a new and modern design, updated content, event calendar system and smartphone functionality.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council: (1) receive and file the presentation; and (2) provide any necessary direction to Staff.

ATTACHMENTS

None.



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: June 28, 2022

From: Bob Lindsey, City Manager

By: John Di Mario, Director of Development Services

SUBJECT: CONSIDERATION OF APPOINTMENTS TO THE PLANNING COMMISSION

BACKGROUND/DISCUSSION

Terms of office for the two Planning Commission seats for Commissioners Daniel Stowell and Marty Paz expired on June 11, 2022.

In response to the issued Notice of Vacancies (“NOV”), the City received applications from incumbents Daniel Stowell and Marty Paz seeking reappointment to the Planning Commission for a two-year term expiring in June 2024. Both incumbents meet the requirements as set forth in the La Puente Municipal Code to be considered for reappointment.

No other applications were received in response to the NOV. There still remains an unfilled seat due to the appointment of Nadia Mendoza to the City Council to fill a vacancy until the City’s next general municipal election on November 8, 2022. The additional vacant seat on the Planning Commission will remain open until such time applications are received from residents seeking appointment to the Commission.

Planning Commissions are appointed by a majority vote of the City Council pursuant to Section 2.16.020 of the La Puente Municipal Code.

RECOMMENDATION

It is recommended that the City Council reappoint Daniel Stowell and Marty Paz to the Planning Commission for a two-year term.

ATTACHMENTS

None.



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: June 28, 2022

From: Bob Lindsey, City Manager

By: Sheryl Garcia, MMC, CPM

SUBJECT: CONSIDERATION OF DESIGNATION OF A VOTING DELEGATE AND ALTERNATE(S) FOR THE ANNUAL BUSINESS MEETING (GENERAL ASSEMBLY) AT THE LEAGUE OF CALIFORNIA CITIES 2022 ANNUAL CONFERENCE AND EXPO

BACKGROUND/DISCUSSION

The League of California Cities' ("Cal Cities") 2022 Annual Conference and Expo is scheduled for September 7-9, 2022, in Long Beach, California. The Annual Business Meeting (General Assembly), scheduled on September 9, 2022, provides an opportunity for the Cal Cities membership to consider and take action on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, the City Council must designate a voting delegate and may appoint up to two alternates, one of whom may vote in the event that the designated voting delegate is unable to serve in that capacity. The voting delegate and alternates must be registered to attend the conference. The City may cast one vote on matters pertaining to League policy. The City's current League delegate is Council Member Argudo and the alternate is Council Member Mendoza.

Cal Cities requests that each city complete a Voting Delegate/Alternate Form (Attachment A) and authorize the Mayor or City Clerk to affirm the designation reflecting the action taken by the City Council.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council designate a voting delegate and up to two alternates for the Cal Cities 2022 Annual Conference and Expo and authorize the Mayor to affirm the action of the City Council.

ATTACHMENTS

Attachment "A": Cal Cities Voting Form



Council Action Advised by August 31, 2022

DATE: June 1, 2022

TO: City Managers and City Clerks

**RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference & Expo – September 7-9, 2022**

Cal Cities 2022 Annual Conference & Expo is scheduled for September 7-9, 2022 in Long Beach. An important part of the Annual Conference is the Annual Business Meeting (during General Assembly) on Friday, September 9. At this meeting, Cal Cities membership considers and acts on resolutions that establish Cal Cities policy.

In order to vote at the Annual Business Meeting, your city council must designate a voting delegate. Your city may also appoint up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity.

Please complete the attached Voting Delegate form and return it to Cal Cities office no later than Friday, September 2. This will allow us time to establish voting delegate/alternate records prior to the conference.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

- **Action by Council Required.** Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. When completing the attached Voting Delegate form, please attach either a copy of the council resolution that reflects the council action taken, or have your city clerk or mayor sign the form affirming that the names provided are those selected by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.
- **Conference Registration Required.** The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration will open by June 1 on the [Cal Cities](#) website. In order to cast a vote, at least one voter must be present at the Business Meeting and in possession of the voting delegate card. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the Voting Delegate Desk. This will enable them to receive the special sticker on their name badges that will admit them into the voting area during the Business Meeting.



- **Transferring Voting Card to Non-Designated Individuals Not Allowed.** The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the Business Meeting, they may *not* transfer the voting card to another city official.
- **Seating Protocol during General Assembly.** At the Business Meeting, individuals with the voting card will sit in a separate area. Admission to this area will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate. If the voting delegate and alternates wish to sit together, they must sign in at the Voting Delegate Desk and obtain the special sticker on their badges.

The Voting Delegate Desk, located in the conference registration area of the Long Beach Convention Center, will be open at the following times: Wednesday, September 7, 8:00 a.m. – 6:00 p.m.; Thursday, September 8, 7:00 a.m. – 4:00 p.m.; and Friday, September 9, 7:30 a.m.–12:30 p.m. The Voting Delegate Desk will also be open at the Business Meeting on Friday, but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for completing the voting delegate and alternate form and returning it to Cal Cities office by Friday, September 2. If you have questions, please call Darla Yacub at (916) 658-8254.

Attachments:

- Annual Conference Voting Procedures
- Voting Delegate/Alternate Form



Annual Conference Voting Procedures

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Annual Conference, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the Voting Delegate Form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the Voting Delegate Desk in the conference registration area. Voting delegates and alternates must sign in at the Voting Delegate Desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the Business Meeting.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the Credentials Committee at the Voting Delegate Desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and be registered with the Credentials Committee. The voting card may be transferred freely between the voting delegate and alternates, but may not be transferred to another city official who is neither a voting delegate or alternate.
6. **Voting Area at Business Meeting.** At the Business Meeting, individuals with a voting card will sit in a designated area. Admission will be limited to those individuals with a special sticker on their name badge identifying them as a voting delegate or alternate.
7. **Resolving Disputes.** In case of dispute, the Credentials Committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the Business Meeting.



CITY: _____

**2022 ANNUAL CONFERENCE
VOTING DELEGATE/ALTERNATE FORM**

Please complete this form and return it to Cal Cities office by Friday, September 2, 2022. Forms not sent by this deadline may be submitted to the Voting Delegate Desk located in the Annual Conference Registration Area. Your city council may designate one voting delegate and up to two alternates.

To vote at the Annual Business Meeting (General Assembly), voting delegates and alternates must be designated by your city council. Please attach the council resolution as proof of designation. As an alternative, the Mayor or City Clerk may sign this form, affirming that the designation reflects the action taken by the council.

Please note: Voting delegates and alternates will be seated in a separate area at the Annual Business Meeting. Admission to this designated area will be limited to individuals (voting delegates and alternates) who are identified with a special sticker on their conference badge. This sticker can be obtained only at the Voting Delegate Desk.

1. VOTING DELEGATE

Name: _____

Title: _____

2. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

3. VOTING DELEGATE - ALTERNATE

Name: _____

Title: _____

ATTACH COUNCIL RESOLUTION DESIGNATING VOTING DELEGATE AND ALTERNATES OR

ATTEST: I affirm that the information provided reflects action by the city council to designate the voting delegate and alternate(s).

Name: _____ Email _____

Mayor or City Clerk _____ Date _____ Phone _____
(circle one) (signature)

Please complete and return by Friday, September 2, 2022 to:

Darla Yacub, Assistant to the Administrative Services Director

E-mail: dyacub@calcities.org; Phone: (916) 658-8254



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: June 28, 2022

From: Bob Lindsey, City Manager

SUBJECT: UPDATE, DISCUSSION AND DIRECTION REGARDING CURRENT AND
UPCOMING PROJECTS AT LA PUENTE PARK

BACKGROUND/DISCUSSION

City Staff will provide an update on ongoing and upcoming projects at La Puente Park.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council: (1) discuss this item and provide any necessary direction to Staff; and (2) authorize the City Manager to negotiate and execute all purchase orders and contracts necessary to carry out City Council's direction.

ATTACHMENTS

None.