

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

JULY 26, 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 JULY 12, 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 July 12, 2022.

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL

B-1 CONSIDERATION OF PROPOSED INCREASED RATES TO COMMERCIAL AND RESIDENTIAL SOLID WASTE COLLECTION SERVICE RATES BY VALLEY VISTA SERVICES AND ADOPTION OF A RESOLUTION CONFIRMING WASTE COLLECTION SERVICE RATES

Staff Recommendation: It is recommended that the City Council: (1) open the public hearing and receive public input; and (2) adopt Resolution 22-5740 approving Valley Vista Services' request for a rate increase for solid waste collection services to residential and commercial clients based on the documented increases in the cost to provide solid waste services to the City.

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. 1534

Staff Recommendation: It is recommended that the City Council and Successor Agency adopt Resolution No. 22-5741 approving Warrant Register No. 1534.

D-2 PRESENTATION OF JUNE 2022 REQUISITION SUMMARY REPORT

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

D-3 PRESENTATION OF JUNE 2022 INVESTMENT REPORT

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

D-4 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. 22-5742, authorizing the City Council, City Boards, and all Commissions of the City continue to hold teleconferenced meetings from July 29, 2022, through August 29, 2022.

D-5 CONSIDERATION OF ACCEPTANCE OF NOTICE OF COMPLETION FOR THE ADDITION TO THE IAN C. CALDERON SKATE PARK AT LA PUENTE PARK

Staff Recommendation: It is recommended that the City Council: (1) accept the project as complete; and (2) authorize the City Clerk to execute the Notice of Completion.

- D-6 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH MUNICIPAL WASTE SOLUTIONS FOR SB 1383 IMPLEMENTATION AND MONITORING IN THE AMOUNT OF \$57,524.00

Staff Recommendation: It is recommended that the City Council: (1) approve the Agreement with Municipal Waste Solutions for SB 1383 Implementation and Monitoring services in the amount of \$57,524.00; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

- D-7 CONSIDERATION OF AUTHORIZATION TO SOLICIT BIDS FOR IMPROVEMENTS AT EIGHT CROSSWALK LOCATIONS, FEDERAL PROJECT NO. HSIPL-5331(021)

Staff Recommendation: It is recommended that the City Council: (1) approve the plans and specifications for the construction of the Improvements at Eight Crosswalk Locations; and (2) authorize Staff to solicit for bids.

- D-8 CONSIDERATION OF ACCEPTANCE OF NOTICE OF COMPLETION FOR STREET IMPROVEMENTS ON VARIOUS CITY STREETS FY 2020-21

Staff Recommendation: It is recommended that the City Council: (1) accept the project as complete; (2) authorize the City Clerk to execute the Notice of Completion; and (3) adopt Resolution No. 22-5743 amending the adopted Capital Budget for Fiscal Year 2021-22.

- D-9 CONSIDERATION OF A PURCHASE ORDER CONTRACT WITH SOUTHWEST MOBILE STORAGE FOR THE PURCHASE OF A SHIPPING CONTAINER OFFICE UNIT IN THE AMOUNT OF \$27,679.30

Staff Recommendation: It is recommended that the City Council: (1) approve the purchase order contract with Southwest Mobile Storage for the purchase of a shipping container office unit in the amount of \$27,679.30; and (2) authorize the City Manager to execute, on behalf of the City, all documents necessary to effectuate the purchase order.

- D-10 CONSIDERATION OF AUTHORIZATION OF AWARD OF A CONSTRUCTION CONTRACT TO ANOKIA, INC. FOR THE LA PUENTE PARK SNACK BAR TENANT IMPROVEMENT PROJECT IN THE AMOUNT OF \$100,500.00

Staff Recommendation: It is recommended that the City Council: (1) authorize the award of a contract for the La Puente Park snack bar tenant improvement to Anokia, Inc. in the total amount of \$100,500.00; and (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

- E-1 PRESENTATION OF JUNE 2022 BUDGET REPORT

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

E-2 CONSIDERATION AND AWARD OF EDUCATION SCHOLARSHIPS FOR FY 2022-2023

Staff Recommendation: It is recommended that the City Council award nine (9) scholarships for the 2022-2023 academic year in the amount of \$500 each.

E-3 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH SOUTHLAND TRANSIT INC. FOR FIXED-ROUTE AND DIAL-A-RIDE TRANSIT SERVICES IN THE AMOUNT OF \$2,261,918 FOR A THREE-YEAR TERM

Staff Recommendation: It is recommended that the City Council: (1) approve the Professional Services Agreement with Southland Transit Inc. for fixed-route and dial-a-ride transit services in the amount of \$2,261,918 for a three-year term; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

E-4 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.

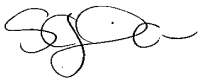
MEETING TIMES

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 21st day of July, 2022.



Sheryl Garcia, MMC, CPM
City Clerk

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
REGULAR MEETING OF
JULY 12, 2022

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

A Regular Meeting of the City Council of the City of La Puente was held in the Council Chambers of City Hall, 15900 East Main Street, La Puente, California, on Tuesday, July 12, 2022, at 7:00 p.m.

CALL TO ORDER

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

ROLL CALL

Members present: Klinakis, Argudo, Mendoza, Quinones.

Members absent: Munoz.

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

Mayor Klinakis presented Firecrackers Solis 16U Fastpitch Softball Team and coaches with a certificate recognizing their outstanding athletic performance at the AFA 2022 National Tournament Championships in St. George, Utah.

ORAL COMMUNICATIONS

Joe Batista spoke regarding the Fortunato Jimenez 3rd of July event and suggested that small business vendors be invited to participate at future events. He further expressed concerns about the darkness of certain park areas at night. Lastly, he spoke of a recent break-in incident at a local business and suggested that the City provide recovery funding to local businesses.

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 JUNE 28, 2022

A motion was made by Council Member Argudo, seconded by Council Member Quinones, to waive the reading and approve the Minutes of the City Council and Successor Agency meetings of June 28, 2022. The motion carried by the following roll call vote:

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

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL

C. UNFINISHED BUSINESS OF THE CITY COUNCIL – None

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

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

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

D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT REGISTER NO. 1533

Action Taken: The City Council adopted Resolution No. 22-5738 approving Warrant Register No. 1533.

D-2 CONSIDERATION OF AUTHORIZATION TO SOLICIT BIDS FOR UNRUH AVENUE WALL IMPROVEMENTS FROM AMAR ROAD TO FLYNN STREET

Action Taken: The City Council: (1) approved the plans and specifications for the construction of the Unruh Avenue Wall Improvements from Amar Road to Flynn Street; and (2) authorized Staff to solicit for bids.

D-3 CONSIDERATION OF AMENDMENT NO. 1 TO PROFESSIONAL SERVICES AGREEMENT NO. 21-1469 WITH RRM DESIGN GROUP FOR COMPLETION OF

THE CITY'S 6TH CYCLE HOUSING ELEMENT UPDATE ALLOCATING AN ADDITIONAL \$15,000.00

Action Taken: The City Council approved the First Amendment to Agreement No. 21-1469 between the City of La Puente and RRM Design Group for completion of the City's 6th Cycle Housing Element update allocating an additional \$15,000.00.

D-4 CONSIDERATION OF A RESOLUTION RESCINDING RESOLUTION NO. 22-5735 AND AMENDING THE COMPREHENSIVE PERSONNEL SYSTEM FOR THE ADDITION OF TWO (2) CODE ENFORCEMENT SUPERVISORS POSITIONS

Action Taken: The City Council: (1) adopted Resolution No. 22-5739 rescinding Resolution No. 22-5735 and approving authorized full-time positions and salary ranges; and (2) approved the job description for the Code Enforcement Supervisor position.

D-5 CONSIDERATION OF ACCEPTANCE OF NOTICE OF COMPLETION FOR SIDEWALK IMPROVEMENTS AT LA PUENTE PARK

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

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

Director of Development Services Di Mario reported that the installation of the solar panel canopies at the community center parking lot would begin on Monday, July 18, 2022 as part of the energy improvement project. He also provided an update on the construction of a planter seat wall near St. Joseph's.

Director of Community Services Bauman announced the commencement of Movies at the Park to be held on Mondays, July 18th, July 25th, August 8th. He also noted that Concerts at the Park would be held on Wednesdays, July 20th, July 27th, and August 10th. Lastly, he stated that the National Night Out event would be held at the Sports Complex on Tuesday, August 2, 2022, from 6:00 p.m. to 8:30 p.m.

Mayor Klinakis inquired regarding the timeframes of completion for the shade structures near the soccer field, the pavilion, BBQ areas, and the multi-purpose building. Director of Administrative Services Grunklee responded that City Manager Lindsey was working with Innovative Playgrounds Inc. to provide a list of the remaining items and a timeline for completion. Director Di Mario added that \$150,000 were earmarked for the activity center, architects would begin designing a foundation, and that Staff anticipates the project to bid in late fall.

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: Nothing to report.

Community Safety and Welfare: Nothing to report.

Homeless Oversight: Nothing to report.

LPQT Action Committee: Nothing to report.

AB 1234 REPORTS

ORAL COMMENTS FROM COUNCIL

Mayor Klinakis thanked Staff for their organization of the Fortunato Jimenez 3rd of July event and the Sheriff's Department for their participation at the event.

Council Member Mendoza spoke regarding her positive experience at the event, and thanked Staff for their efforts in organizing the event.

ORAL COMMENTS FROM STAFF – None.

ADJOURMENT

There being no further business before the City Council, Mayor Klinakis adjourned the meeting at 7:29 p.m. in memory of Frank G. Tripepi.

Approved this 26th day of July, 2022.

Sheryl Garcia
City Clerk

Charlie Klinakis
Mayor/Chair



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: July 26, 2022

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services
Martha Torres, Management Analyst

SUBJECT: CONSIDERATION OF PROPOSED INCREASED RATES TO COMMERCIAL AND RESIDENTIAL SOLID WASTE COLLECTION SERVICE RATES BY VALLEY VISTA SERVICES AND ADOPTION OF A RESOLUTION CONFIRMING WASTE COLLECTION SERVICE RATES

BACKGROUND

In September 2016, SB 1383 was signed into law, targeting reduction of short-lived climate pollutants, including methane, which are released when organic waste decomposes in the landfill. The law directs the state's Department of Resources Recycling & Recovering ("CalRecycle") to adopt regulations and requirements to achieve a 75 percent reduction by 2025. SB 1383 required local governments to provide collection service to all residential and commercial generators that will divert organic waste from landfill disposal, effective January 1, 2022.

On January 8, 2019, the City restated an exclusive agreement with Valley Vista Services, Inc. ("VVS") to provide solid waste and street sweeping services throughout the City ("Agreement") and amended the Agreement to add an organics program and rate schedule to comply with the State-mandated requirements of AB 1826 and SB 1383. Per the Agreement, the City established limits on the rates VVS could charge its customers for solid waste services.

Section 4.3.2 of the Agreement entitles VVS to an annual rate adjustment based upon the Consumer Price Index (CPI) and any changes in tipping fees. In both cases, the adjustment may not exceed three percent (3%) and must be requested prior to January 1st of each year. Pursuant to Section 4.3.3 of Agreement, VVS may ask for a discretionary adjustment, in excess of three percent (3%), if VVS can show that its operating costs have increased by more than three percent (3%). VVS requested a rate increase for residential and commercial waste collection services in a letter dated January 25, 2022.

DISCUSSION

On January 25, 2022, VVS requested a rate adjustment based on the provisions detailed in Sections 4.3.2 and 4.3.3 of the Agreement. Specifically, the discretionary adjustment specifies that an increase in excess of three percent (3%) may be requested provided that supplemental information submitted demonstrates an increase in operational costs, including motor vehicle fuel, insurance, personnel, equipment repairs, and/or tipping fees. The City has determined that a rate increase is necessary so that the City's Solid

Waste Services provider can maintain its level of service to the City while ensuring that the City remains in compliance with the newly adopted regulations of SB 1383.

Tipping Fees

VVS requested rate increase correlates with the increase in tipping fees charged by the Los Angeles County Sanitation Districts (“LACSD”) for the solid waste materials recovery, transfer, and disposal facility. The schedule of rates imposed by LACSD indicates a solid waste increase fee from \$63.06 per ton to \$77.84 per ton (an increase of \$14.78 or 23%). Staff has confirmed the increase imposed by LACSD (Attachment C). With respect to the actual tonnage amounts, the calculation of percentages and numerical cost increases, staff verified the related mathematical calculations, authenticating the total cost increases and the individual account increases. Solid waste fees collected from each household in La Puente are paid at a flat rate, while the franchise hauler must pay by the ton at rates established by LACSD.

Consumer Price Index (CPI)

Part of the Automatic Adjustment from Valley Vista is based upon the change in the Consumer Price Index for All Urban Wage Earners and Clerical Workers (“CPI-W”) for Long Angeles-Riverside-Orange County for the period January 1 through December 31 as specified in Section 4.3.2 of the Agreement. The CPI-W generated by the Federal Government every month through the Bureau of Labor Statistics of the U.S. Department of Labor. The CPI increase from December 2020 to December 2021 was 6.94%.

Proposed Increase

This year, VVS is requesting an increase based on the total increase of the CPI-U Index and tipping fees for solid waste, green waste, and organic waste. These increases are beyond the control of VVS since the CPI is determined by the U.S. Department of Labor, the tipping fees are determined by the Sanitation District, and as mandated by the State through SB 1383.

Staff verified the calculations of the percentages and numerical cost increases for both the residential and commercial components. Staff authenticated the total cost increases, and the individual residential and commercial account increases as proposed by VVS. Regarding residential service, Staff took into consideration the quantities of waste generated (based on 2021 totals) and the number of households served. For commercial service, staff took into consideration the standard waste container services (a three-cubic yard container) and the average amount of waste generated per yard.

The requested increases for residential services are reflected as follows:

RESIDENTIAL (NON-SENIOR CITIZEN RATE)

	Current Rate	Increase Amount	Proposed Rate	Total % Increase
Trash	\$22.54	\$2.11	\$24.65	9.37%
Recycling	\$2.50	\$1.71	\$4.21	68.53%
Greenwaste	\$6.57	\$1.11	\$7.68	16.91%
Monthly Residential Fee	\$31.61	\$4.94	\$36.55	16.00%

Rate Comparison

The City conducted a survey among several local municipalities to obtain current waste rates for residential and commercial customers.

A survey of local cities which have similar collection activities shows that even with the increase, La Puente's residential rates and commercial rates continue to be competitive with the surrounding cities:

RESIDENTIAL RATE COMPARISON					
La Puente	West Covina	Covina	Walnut	Diamond Bar	San Dimas
\$36.55	\$36.12	\$40.73	\$27.82	\$36.55	\$35.70

COMMERCIAL RATE COMPARISON (3-yard service)					
La Puente	West Covina	Covina	Walnut	Diamond Bar	San Dimas
\$176.27	\$245.99	\$227.61	\$171.86	\$149.47	\$196.72

Proposition 218

The Proposition 218 public hearing notice was mailed on June 07, 2022, in compliance with the 45-day notification requirement, to all record owners or tenants of each identified commercial or industrial parcel upon which the rates are proposed to be changed. A copy of the notice is attached, which informed customers about the proposed rate increases and the July 26, 2022, public hearing along with how to submit a protest.

The record owner of any parcel upon which the proposed fees or charges are proposed to be imposed or any tenant directly responsible for the payment of solid waste charges (i.e., customer of record) may submit a written protest to the proposed rate increase; however, only one protest will be counted per identified parcel.

Any written protest must: (1) state the protest is being submitted in opposition to the proposed rate increase; (2) provide the location of the identified parcel (by assessor's parcel or street address); and (3) include the name and signature of the property owner or tenant directly responsible for the payment of the solid waste charges submitting the protest. Written protests may be submitted by mail or in person to the City Clerk at City of La Puente, 15900 E. Main Street., City of La Puente, CA 91744, by the close of the public comment portion of the Public Hearing on July 26, 2022. Oral, telephonic, facsimile, and e-mail protests will not be accepted. Please identify on the front of the envelope for any protest, "2022 Public Hearing on Solid Waste Rate Increases."

The City Council will consider all written protests and hear and consider all oral comments on the proposed rate increases and annual adjustments for Solid Waste Services at the Public Hearing. Oral comments at the Public Hearing will not qualify as formal protests unless accompanied by a written protest. Upon the conclusion of the Public Hearing, the City Council will consider adoption of the rate increases to the Solid Waste Services as described herein.

If written protests against the proposed rates for Solid Waste Services are not presented by a majority of the property owners of the identified parcels upon which the rates are proposed to be imposed and tenants directly responsible for the payment of the Solid Waste Services, the City Council will be authorized to

Agenda Report – VVS Solid Waste Collection
For Meeting of July 26, 2022

impose the Solid Waste Services rates adjustments as outlined above. In the event of a majority protest, the proposed rate adjustment shall not be adopted. A majority protest shall exist only in the event that a majority of owners or tenants of the identified parcels submit written protests against the proposed rate adjustment to the City of La Puente (i.e., at least 50% plus 1 which equates to 4,130 protests). If adopted, the proposed rate increases will take effect beginning August 1, 2022. The City is conducting this Proposition 218 majority protest proceeding out of an abundance of caution and without conceding the applicability of Proposition 218 to Solid Waste Services.

FISCAL IMPACT

The City will receive nominal additional revenue from franchise fees.

RECOMMENDATION

It is recommended that the City Council: (1) open the public hearing and receive public input; and (2) adopt Resolution 22-5740 approving Valley Vista Services' request for a rate increase for solid waste collection services to residential and commercial clients based on the documented increases in the cost to provide solid waste services to the City.

ATTACHMENTS

Attachment "A": Valley Vista Letter Regarding Increase

Attachment "B": Potential Rate Schedule

Attachment "C": Calculation Worksheet

Attachment "D": Proposition 218 Notice

Attachment "E": Resolution 22-5740



Recovering the Earth's Resources

Valley Vista Services

Waste Disposal and Recycling Division

17445 East Railroad Street • City of Industry, California 91748 • (626) 961-6291 • Fax (626) 961-1105

RECEIVED
CITY OF LA PUENTE
CITY CLERK'S OFFICE

22 FEB -1 AM 8:08

January 25, 2022

Mr. Bob Lindsey
City Manager
La Puente City Hall
15900 East Main Street
La Puente, California 91744

Re: Annual Rate Adjustment under the terms of "Agreement Number 09-952 for Solid Waste Collection Services and Street Sweeping Services dated January 29, 2009" and VVS letter dated December 09, 2021.

Dear Mr. Lindsey,

In reference to the above, the agreement allows for the annual application for rate adjustment effective April 1, 2009 and each year thereafter.

This letter shall serve as Valley Vista Services, Inc.'s (VVS) formal application for rate adjustment as per the terms of the agreement with implementation of the new rates effective April 1, 2022.

The Agreement provides for rate adjustments based upon provisions detailed in Article 4, Section 4.3.

Although cost increases are in excess of the 3% limitation covered under Section 4.3.2., for this review period, Valley Vista Services would like to further discuss the impact of organics/greenwaste processing costs which are driving up the rates.

As a reminder, part of the Automatic Adjustment is based upon the change in the Consumer Price Index (CPI) for the period January 1 through December 31 (4.3.2). The December 2021 index was not available until mid January 2022. Consequently we could not have determined the actual amount of this adjustment until after the report was published.

The two requested increase are reflected below for your review and approval.

	<u>Residential</u>	<u>Commercial</u>
Overall Weighted Increase	<u>16.00%</u>	<u>11.38%</u>
Combined Current Rate	\$ 31.61	\$ 158.26
CPI Increase Actual Dec 2020 - Dec 2021	1.17	7.30
Net Combined Tipping Fee Increase	3.77	10.71
Proposed Increase	<u>4.94</u>	<u>18.01</u>
Proposed New Rate	<u>\$ 36.55</u>	<u>\$ 176.27</u>

Under the terms of our agreement VVS will absorb these cost increase for the three months as rates are not adjusted until April 1 of each year.

We look forward to discussing this request with you in the near future. Details of the computation are enclosed for your review.

Sincerely,



David Perez
Vice President

EXHIBIT "A"

**CITY OF LA PUENTE
Monthly Waste Collection Fee Schedule**

Mechanized Residential Collection

	<u>Fee</u>
Residential Premise - Trash (4 Units or less)	\$ 24.65
Residential Premise (senior citizen rate) 25% Disc* Trash Component Only	\$ 18.49
Residential Premise (senior citizen rate) 10% Disc**Trash Component Only	\$ 22.19
Curbside Recycling (Blue Barrel)	\$ 4.21
Green Waste Service (Green Barrel)	\$ 7.68
Monthly Total, Residential Premise, Non-Senior Citizen Rate	\$ 36.55
Monthly Total, Residential Premise, 25 % Senior Citizen Rate	\$ 30.39
Monthly Total, Residential Premise, 10% senior Citizen Rate	\$ 34.08
Quarterly Total, Residential Premise, Non-Senior Citizen Rate	\$ 109.65
Quarterly Total, Residential Premise, 25 % Senior Citizen Rate	\$ 91.18
Quarterly Total, Residential Premise, 10% senior Citizen Rate	\$ 102.24

^Senior Citizen is defined as an adult 60 years of age or older.

* The 25% Senior Citizen Discount applies to senior citizen couples and senior citizen sole occupant households only, who opt to receive a smaller 70 gallon trash container.

* *The 10% Senior Citizen Discount applies to senior citizen couples and senior citizen sole occupant households only, who opt to receive the standard 100 gallon trash container.

Commercial/Industrial Collection

3 Yard Service no lid

<u>Number of collections</u>	<u>Fee</u>
1 x week	\$ 176.27
2 x week	\$ 288.07
3 x week	\$ 403.16
4 x week	\$ 521.22
5 x week	\$ 638.98
6 x week	\$ 780.61

Recycling

1 x week	\$ 61.21
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Roll Off Service

	<u>Fee</u>
40 Cubic yard	\$ 289.73
10 Cubic yard	\$ 273.98

CITY OF LA PUENTE

	<u>Residential</u>	<u>Commercial</u>
CPI Increase Actual Dec 2020 - Dec 2021	6.94%	6.94%
Trash Tipping Fee Increase	11.52%	10.59%
Greenwaste Tipping Fee Increase	30.25%	
Overall Weighted Increase - Current Yr Increase Compared with Prior Yr Rates	<u>16.00%</u>	<u>11.00%</u>
	RES	COMM
Combined Current Rate	\$ 31.61	\$ 158.26
CPI Increase Actual Dec 2020 - Dec 2021	1.17	7.30
Combined Tipping Fee Increase	2.23	5.62
Curbside Recycling/Disposal Discount	1.54	5.09
Proposed Increase	<u>4.94</u>	<u>18.01</u>
Proposed New Rate	<u>\$ 36.55</u>	<u>\$ 176.27</u>
	16.00%	11.38%
Trash - Current Rate	\$ 22.54	
CPI Increase Actual Dec 2020 - Dec 2021	\$ 0.73	
Trash Tipping Fee Increase	\$ 1.38	
Increase	<u>\$ 2.11</u>	
Proposed New Rate	<u>\$ 24.65</u>	
Percentage Increase	<u>9.37%</u>	
Green Waste Service - Current Rate	\$ 6.57	
CPI Increase Actual Dec 2020 - Dec 2021	\$ 0.26	
Greenwaste Tipping Fee Increase	\$ 0.85	
Increase	<u>\$ 1.11</u>	
Proposed Rate	<u>\$ 7.68</u>	
Percentage Increase	<u>16.91%</u>	
Curbside Recycling - Current Rate	\$ 2.50	
CPI Increase Actual Dec 2020 - Dec 2021	\$ 0.17	
Curbside Recycling Discount	\$ -	
Curbside Recycling Discount EXPIRED	\$ 1.54	
Increase/(Decrease)	<u>\$ 1.71</u>	
Proposed New Rate	<u>\$ 4.21</u>	
Percentage Increase	<u>68.53%</u>	

City of La Puente
Annual Rate Adjustment for 2021
Commercial Tipping Fee Increase

[illegible]

City of La Puente	
Annual Rate Adjustment for 2022	
Residential Tipping Fee Increase	
Greenwaste	
Data from VVS	
Quarterly Franchise	Actual
Fee Reports to the	GW
City of La Puente	2021
Annual Residential	
Refuse Tons	2,281
Increase in Tipping Fees	
County Sanitation 57.50 to 85.11 per ton	\$ 27.61
Transfer Station Slide Rate Increase	1.57
Total Increase	\$ 29.18
Increase in Annual Residential	
Landfill fees	\$ 66,565
Average Number of Residences	
	6,507
Lbs per Residence per Year	
	701.00
Lbs per Residence per Month	
	58.42
Current Monthly Residential Rate Effective 4/1/21	
	6.57
Current Dump Fee Component @ \$107.80 per ton	2.81
Current Service Rate Component	
	3.76
Dump Cost Increase at 1-1-2022 per Residence per Month	
	0.85
Dump Fee Increase %	
	30.2%
CPI Increase Dec 2020 - Dec 2021	
	6.94%
Increase in Service Rate	
	0.26
Increase in Dump Fees	
	0.85
Proposed New rate @ 4/1/2022	
	\$ 7.68

City of La Puente	
Annual Rate Adjustment for 2022	
Residential Tipping Fee Increase	
Refuse Trash	
Data from VVS	
Quarterly Franchise	Actual
Fee Reports to the	Trash
City of La Puente	2021
Annual Residential	
Refuse Tons	12,947
Increase in Tipping Fees	
County Sanitation 70.60 to 77.84 per ton	\$ 7.24
Transfer Station Slide Rate Increase	1.07
Dept of Health Fee	-
Total Increase	\$ 8.31
Increase in Annual Residential	
Landfill fees	\$ 107,629
Average Number of Residences	
	6,507
Lbs per Residence per Year	
	3,979
Lbs per Residence per Month	
	331.59
Current Monthly Residential Rate Effective 4/1/21	
	\$ 22.54
Current Dump Fee Component @ \$73.96per ton	
	11.98
Current Service Rate Component	
	\$ 10.56
Dump Cost Increase at 1-1-2022 per Residence per Month	
	\$ 1.38
Dump Fee Increase %	
	11.52%
CPI Increase Dec 2020 - Dec 2021	
	6.94%
Increase in Service Rate	
	\$ 0.73
Increase in Dump Fees	
	\$ 1.38
Proposed New rate @ 4/1/2022	
	\$ 24.65



City of La Puente

15900 E. Main Street La Puente, CA 91744-4719 Telephone (626) 855-1500 Fax (626) 961-4626 www.lapuente.org

CITY OF LA PUENTE NOTICE OF PUBLIC HEARING REGARDING PROPOSED INCREASES TO SOLID WASTE SERVICE CHARGES

NOTICE IS HEREBY GIVEN that the City Council of the City of La Puente ("City") will hold a Public Hearing on **July 26, 2022**, at 7:00 p.m., or as soon as possible thereafter, in the City of La Puente Council Chambers, located at 15900 E. Main Street, La Puente, CA 91744, to consider adopting increases to the rates for the collection and handling of trash, recycling, and organic waste services (collectively, "Solid Waste Services") within the City by Valley Vista Services, Inc ("VVS") for both residential and commercial customers. Said Public Hearing will be held to consider all oral testimony and written protests to, and the adoption of, the proposed rate increases.

PROPOSED SOLID WASTE RATE INCREASES

Senate Bill (SB) 1383 (Chapter 395. Statutes of 2016), effective as of January 1, 2022, required cities adopt organic waste disposal and procurement regulations. On September 28, 2021, the City adopted Ordinance No. 21-977 adopting the organic waste disposal and procurement regulations.

Under the newly imposed regulations, residents and businesses must separate organic waste (such as yard waste and food waste) from other trash to be managed at a facility other than the landfill. To accomplish this, all property owners, residents, and businesses, will be required to subscribe to collection services for trash, recyclables, and organic waste.

The City has determined that a rate increase is necessary so that the City's Solid Waste Services provider can maintain its level of service to the City while ensuring that the City remains in compliance with the newly adopted regulations.

Proposed Increase

The amount of the proposed increases has been calculated based on the additional operational costs that will be incurred by VVS in complying with these new laws. The current rates and proposed new rates for the most common residential and commercial Solid Waste Services are shown in Exhibit A titled "Proposed Solid Waste Services Rate Adjustment". To cover the costs needed to provide Solid Waste Services, VVS will implement the rate increases in Exhibit A effective August 1, 2022, for Solid Waste Services. The proposed rate increases are necessary for Valley Vista to provide the mandatory waste collection services pursuant to regulations implemented by SB 1383.

If approved, the Solid Waste Services rates shall be adjusted by 15.62% for residential parcels and 11.38% for commercial parcels effective August 1, 2022. The solid waste rates, effective August 1, 2022, are fully set forth below in the table titled "Proposed Solid Waste Services Rate Adjustment".

How to Protest

The date and time of the Public Hearing is set not less than 45 days after the mailing of this Notice of Public Hearing of the proposed rate increase to the record owners or tenants of each identified commercial or industrial parcel upon which the rates are proposed to be changed. The record owner of any parcel upon which the proposed fees or charges are proposed to be imposed or any tenant directly responsible for the payment of solid waste charges (i.e., customer of record) may submit a written protest to the proposed rate increase; however, only one protest will be counted per identified parcel.

ATTACHMENT D

Any written protest must: (1) state the protest is being submitted in opposition to the proposed rate increase; (2) provide the location of the identified parcel (by assessor's parcel or street address); and (3) include the name and signature of the property owner or tenant directly responsible for the payment of the solid waste charges submitting the protest. Written protests may be submitted by mail or in person to the City Clerk at City of La Puente, 15900 E. Main Street., City of La Puente, CA 91744, by the close of the public comment portion of the Public Hearing on July 26, 2022. Oral, telephonic, facsimile, and e-mail protests will not be accepted. Please identify on the front of the envelope for any protest, "2022 Public Hearing on Solid Waste Rate Increases."

The City Council will consider all written protests and hear and consider all oral comments via teleconference to the proposed rate increases and annual adjustments for Solid Waste Services at the Public Hearing. Oral comments at the Public Hearing will not qualify as formal protests unless accompanied by a written protest. Upon the conclusion of the Public Hearing, the City Council will consider adoption of the rate increases to the Solid Waste Services as described herein.

If written protests against the proposed rates for Solid Waste Services are not presented by a majority of the property owners of the identified parcels upon which the rates are proposed to be imposed and tenants directly responsible for the payment of the Solid Waste Services, the City Council will be authorized to impose the Solid Waste Services rates adjustments as outlined above. In the event of a majority protest, the proposed rate adjustment shall not be adopted. A majority protest shall exist only in the event that a majority of owners or tenants of the identified parcels submit written protests against the proposed rate adjustment to the City of La Puente (i.e., at least 50% plus 1). If adopted, the proposed rate increases will take effect beginning August 1, 2022. The City is conducting this Proposition 218 majority protest proceeding out of an abundance of caution and without conceding the applicability of Proposition 218 to Solid Waste Services.

For more information regarding submitting written protests, call the City Clerk at (626) 855-1500. For more information regarding the proposed rate increases, contact the Director of Administrative Services at (626) 855-1500.

EXHIBIT A
Proposed Solid Waste Services Rate Adjustment

	Current Rate	New Proposed Rate
<u>Mechanized Residential Collection</u>		
Residential Premise-Trash (4 Units or less)	\$22.54	\$24.65
Residential Premise (senior citizen rate) 25% Disc* Trash Component Only	\$16.91	\$18.49
Residential Premise (senior citizen rate) 10% Disc** Trash Component Only	\$20.29	\$22.19
Curbside Recycling (Blue Barrel)	\$2.50	\$4.21
Green Waste Service (Green Barrel)	\$6.57	\$7.68
Monthly Total, Residential Premise, Non-Senior Citizen Rate	\$31.61	\$36.55
Monthly Total, Residential Premise, 25% Senior Citizen Rate	\$25.98	\$30.39
Monthly Total, Residential Premise, 10% Senior Citizen Rate	\$29.36	\$34.08
Quarterly Total, Residential Premise, Non-Senior Citizen Rate	\$94.83	\$109.65
Quarterly Total, Residential Premise, 25% Senior Citizen Rate	\$77.95	\$91.18
Quarterly Total, Residential Premise, 10% Senior Citizen Rate	\$88.08	\$102.24
^Senior Citizen is defined as an adult 60 years of age or older.		
*The 25% Senior Citizen Discount applies to senior citizen couples and senior citizen sole occupant households only, who opt to receive a smaller 70-gallon trash container.		
**The 10% Senior Citizen Discount applies to senior citizen couples and senior citizen sole occupant households only, who opt to receive the standard 100 galloon trash container.		
<u>Commercial/Industrial Collection</u>		
<u>3 Yard Service no lid</u>		
<u>Number of collections</u>		
1 x week	\$158.26	\$176.27
2 x week	\$256.23	\$288.07
3 x week	\$357.28	\$403.16
4 x week	\$461.12	\$521.22
5 x week	\$564.67	\$638.98
6 x week	\$690.53	\$780.61
<u>Recycling</u>		
1 x week	\$57.24	\$61.21
<u>Roll off Service</u>		
40 cubic yard	\$270.93	\$289.73
10 cubic yard	\$256.21	\$273.98

RESOLUTION NO. 22-5740

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, SETTING FORTH FEES FOR REFUSE, RECYCLING, GREEN WASTE, ORGANIC WASTE, AND COMMERCIAL COLLECTION WITHIN THE CITY OF LA PUENTE

WHEREAS, on January 8, 2019, the City Council of the City of La Puente restated an exclusive agreement with Valley Vista Services, Inc. (“VVS”) to provide solid waste and street sweeping services throughout the City (“Agreement”) and amended the Agreement to add an organics program and rate schedule to comply with the State-mandated requirements of AB 1826 and SB 1383; and

WHEREAS, pursuant to Section 4.3.3 of Agreement, VVS may ask for a discretionary adjustment, in excess of three percent (3%), if VVS can show that its operating costs have increased by more than three percent (3%); and

WHEREAS, the City has determined that a rate increase is necessary so that the City’s Solid Waste Services provider can maintain its level of service to the City while ensuring that the City remains in compliance with the newly adopted regulations of SB 1383; and

WHEREAS, the proposed rate increases will take effect beginning August 1, 2022.

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 “Monthly Waste Collection Fee Schedule” attached as Exhibit A is hereby approved and the (City Official) is hereby authorized to execute each agreement.

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

SECTION 4. 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 26th day of July, 2022, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk

EXHIBIT "A"

CITY OF LA PUENTE
Monthly Waste Collection Fee Schedule

Mechanized Residential Collection

	<u>Fee</u>
Residential Premise - Trash (4 Units or less)	\$ 24.65
Residential Premise (senior citizen rate) 25% Disc* Trash Component Only	\$ 18.49
Residential Premise (senior citizen rate) 10% Disc**Trash Component Only	\$ 22.19
Curbside Recycling (Blue Barrel)	\$ 4.21
Green Waste Service (Green Barrel)	\$ 7.68
Monthly Total, Residential Premise, Non-Senior Citizen Rate	\$ 36.55
Monthly Total, Residential Premise, 25 % Senior Citizen Rate	\$ 30.39
Monthly Total, Residential Premise, 10% senior Citizen Rate	\$ 34.08
Quarterly Total, Residential Premise, Non-Senior Citizen Rate	\$ 109.65
Quarterly Total, Residential Premise, 25 % Senior Citizen Rate	\$ 91.18
Quarterly Total, Residential Premise, 10% senior Citizen Rate	\$ 102.24

*Senior Citizen is defined as an adult 60 years of age or older.

* The 25% Senior Citizen Discount applies to senior citizen couples and senior citizen sole occupant households only, who opt to receive a smaller 70 gallon trash container.

**The 10% Senior Citizen Discount applies to senior citizen couples and senior citizen sole occupant households only, who opt to receive the standard 100 gallon trash container.

Commercial/Industrial Collection

3 Yard Service no lid

<u>Number of collections</u>	<u>Fee</u>
1 x week	\$ 176.27
2 x week	\$ 288.07
3 x week	\$ 403.16
4 x week	\$ 521.22
5 x week	\$ 638.98
6 x week	\$ 780.61

Recycling

1 x week	\$ 61.21
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Roll Off Service

	<u>Fee</u>
40 Cubic yard	\$ 289.73
10 Cubic yard	\$ 273.98

RESOLUTION NO. 22-5741

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE ALLOWING CERTAIN CLAIMS AND
DEMANDS IN THE AMOUNT \$1,922,891.78 (WARRANT
REGISTER 1534)**

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 8039 through 8132 ACH(s) numbered 404 through 411, and Draft numbered 01691 except for voided warrant 8066 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 26th day of July 2022, by the following vote:

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

ATTEST:

Charlie Klinakis, Mayor

Sheryl Garcia, City Clerk



City of La Puente

Check Register Report

By Payment Number

Payment Dates 7/6/2022 - 7/15/2022

Payment Number	Payment Date	Vendor #	Vendor Name	Account Number	Payment Amount
Payment Number	Payable Number	Description			Item Amount
404	7/8/2022	MIDAMER	MID AMERICA ADMIN AND RETIREMENT SOLUTIONS LLC		50,641.95
	0527	FY 22/23 DOC PROGRAM REPLENISHMENT		100-1100-51311	3,566.35
	0527	FY 22/23 DOC PROGRAM REPLENISHMENT		100-1110-51311	2,189.73
	0527	FY 22/23 DOC PROGRAM REPLENISHMENT		100-1120-51311	998.57
	0527	FY 22/23 DOC PROGRAM REPLENISHMENT		100-1130-51311	2,895.86
	0527	FY 22/23 DOC RETIREE		100-1135-51311	18,544.94
	0527	FY 22/23 DOC PROGRAM REPLENISHMENT		100-1135-51311	356.63
	0527	FY 22/23 DOC PROGRAM REPLENISHMENT		100-2110-51311	2,496.43
	0527	FY 22/23 DOC PROGRAM REPLENISHMENT		100-2130-51311	891.58
	0527	FY 22/23 DOC PROGRAM REPLENISHMENT		100-3300-51311	1,569.19
	0527	FY 22/23 DOC PROGRAM REPLENISHMENT		100-3320-51311	1,226.82
	0527	FY 22/23 DOC PROGRAM REPLENISHMENT		100-3325-51311	1,069.90
	0527	FY 22/23 DOC PROGRAM REPLENISHMENT		100-3330-51311	3,045.65
	0527	FY 22/23 DOC PROGRAM REPLENISHMENT		100-4100-51311	2,496.43
	0527	FY 22/23 DOC PROGRAM REPLENISHMENT		100-4110-51311	1,426.53
	0527	FY 22/23 DOC PROGRAM REPLENISHMENT		100-4130-51311	427.96
	0527	FY 22/23 DOC PROGRAM REPLENISHMENT		200-3120-51311	1,326.68
	0527	FY 22/23 DOC PROGRAM REPLENISHMENT		202-3120-51311	71.33
	0527	FY 22/23 DOC PROGRAM REPLENISHMENT		203-3120-51311	870.19
	0527	FY 22/23 DOC PROGRAM REPLENISHMENT		205-3120-51311	870.19
	0527	FY 22/23 DOC PROGRAM REPLENISHMENT		210-3130-51311	863.05
	0527	FY 22/23 DOC PROGRAM REPLENISHMENT		215-3130-51311	278.17
	0527	FY 22/23 DOC PROGRAM REPLENISHMENT		263-3320-51311	2,496.43
	0527	FY 22/23 DOC PROGRAM REPLENISHMENT		285-3330-51311	663.34
405	7/8/2022	ALTALANG	ALTA LANGUAGE SERVICES, INC.		318.75
	IN599334	06/28 SPANISH INTERPRETATION SVC		100-1120-53111	318.75
406	7/8/2022	TANKO	TANKO LIGHTING		13,779.50
	68261	05/22 ST LIGHT MTCE		285-3330-53111	1,620.00
	68332	06/22 ST LIGHT MTCE		285-3330-53111	1,620.00
	68351	06/22 ST LIGHT REPAIR-RAMA		285-3330-53111	1,222.00
	68352	06/22 ST LIGHT REPAIR-SIESTA		285-3330-53111	3,479.00
	68353	06/22 ST LIGHT REPAIR-FLYNN ST		285-3330-53111	4,179.00
	68354	06/22 ST LIGHT REPAIR-OLD VALLEY		285-3330-53111	1,659.50
407	7/8/2022	THYSSE	TK ELEVATOR		486.92
	3006699645	07-09/22 CC ELEVATOR SVC		100-4100-53811	486.92
408	7/15/2022	MORENRIQ	ENRIQUE MORALES		37.00
	INV0007551	PRE EMPLOYMENT LIVE SCAN REIM-MORALES		100-1135-53406	37.00
409	7/15/2022	ENTFMT	ENTERPRISE FM TRUST		8,683.41
	FBN4501233	07/22 VEHICLE LEASE		555-3150-53812	1,506.72
	FBN4501233	07/22 VEHICLE MTCE		555-3150-53912	7,176.69
410	7/15/2022	LANWEST	LANDSCAPE WEST MANAGEMENT SERVICES INC		7,910.43
	10523	06/22 SR CENTER LANDSCAPE SVC		100-4130-53814	168.48
	10523	06/22 MEDIANS LANDSCAPES SVC		200-3120-53814	5,408.74
	10523	06/22 CH LANDSCAPE SVC		285-3330-53814	2,080.69
	10523	06/22 LANDSCAPE SVC		285-3330-53814	252.52
411	7/15/2022	TURALL	TURF ALLIANCE, LLC		12,559.12
	22-010-16	SKATE PARK BOUNDARY PH II RETENTION PYMT		280-20220	7,102.33
	22-010-17	SKATEPARK BOUNDARY TURF PH II		280-5606-59300	5,456.79

Check Register Report

Payment Dates: 7/6/2022 - 7/15/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
8039	7/8/2022 80282	AEGSLN 4TH JULY SUPPLIES	AEG SOLUTIONS	100-4140-53979	522.57 522.57
8040	7/8/2022 1974003	ALLIAN FY 22/23 CRIME INSURANCE	ALLIANT INSURANCE SERVICES	100-1135-53615	1,201.00 1,201.00
8041	7/8/2022 1671-DYML-7LXL 1D96-PQVC-37MP 1G3W-LP66-7TN4 1JMN-3QCK-YDKN 1LJ4-1LJH-WYQG 1X49-RCJK-1T3N	AMABUS MESSENGER BAG PAPER CORNER ROUNDER FILE FOLDERS BLACK LANYARDS WATER/ID TAGS TABLECLOTH	AMAZON CAPITAL SERVICES INC	100-2110-53011 100-1150-53011 100-1150-53011 100-1150-53011 100-1150-53011 100-1150-53011 100-1120-53011	106.54 -11.61 31.87 -2.01 62.42 78.93 -53.06
8042	7/8/2022 000018399708 000018399709 000018399710 000018399711	ATT 05/28-06/27 PHONE-SR CENTER 911 LINE 05/28-06/27 PHONE-MTCE YARD ALARM 05/28-06/27 PHONE-CH FAX LINE 05/28-06/27 PHONE-CH LINE	AT&T	100-4130-53715 285-3330-53715 100-1150-53715 100-1150-53715	424.51 62.27 20.76 105.85 235.63
8043	7/8/2022 1902-391	BLAWAT 07/22 PARK SECURITY SVC	BLACKWATER SECURITY	100-2110-53111	15,423.33 15,423.33
8044	7/8/2022 INV0007541	CCCA FY 22/23 CCCA MEMBERSHIP RENEWAL	CALIFORNIA CONTRACT CITIES ASSOCIATION	100-1100-53971	3,800.00 3,800.00
8045	7/8/2022 PRIM02045 PRIM02045 PRIM02045 PROP02188	CAJPIA FY 22/23 WC INS PAYMENT FY 22/23 GL INS PAYMENT FY 22/23 EXCESS POOL DISTRIBUTION FY 22/23 PROPERTY INSURANCE	CALIFORNIA JPIA	100-1135-53611 100-1135-53612 100-1135-53612 100-1135-53614	365,699.00 113,557.00 225,045.00 -19,973.00 47,070.00
8046	7/8/2022 140138	CDCEIN MDC REMOVAL AND INSTALLATION	CDCE, INC.	263-3320-53111	7,500.00 7,500.00
8047	7/8/2022 4123188180	CINTA 06/22 CH MAT RETNAL	CINTAS CORPORATION #693	100-1150-53813	65.76 65.76
8048	7/8/2022 75743271 75818136	CONCEN PRE EMPLOYMENT PHYSICAL PRE EMPLOYMENT PHYSICAL	CONCENTRA	100-1135-53406 100-1135-53406	565.00 113.00 452.00
8049	7/8/2022 3301-1008014 3301-1008022 3301-1008033	CED ELECTRICAL SUPPLIES ELECTRICAL SUPPLIES ELECTRICAL SUPPLIES	CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	280-5607-59300 280-5607-59300 280-5607-59300	1,834.03 868.37 611.97 353.69
8050	7/8/2022 INV0007537	EXTOFF 07/22 PHONE SERVICE	EXTENDED OFFICE SOLUTIONS INC	100-1150-53715	658.45 658.45
8051	7/8/2022 07 07	FECELE ELECTRICAL IMPRO LP PARK PH III-RETENTION ELECTRICAL IMPRO LP PARK PH III-PYMT#7	F.E.C. ELECTRIC INC.	280-20220 280-5607-59300	18,271.15 -961.65 19,232.80
8052	7/8/2022 021389527 021449037 021477839 021491138 021512411	GALLS A/C UNIFORMS A/C-BLUE PATCH A/C UNIFORMS CODE ENF-UNIFORMS A/C UNIFORMS	GALLS	100-2130-53015 100-2130-53015 100-2130-53015 100-2110-53015 100-2130-53015	426.45 212.62 5.11 76.67 55.36 76.69
8053	7/8/2022 205	GLOURB SOCIAL MEDIA CONTRACT	GLOBAL URBAN STRATEGIES, INC	263-3320-53416	23,370.00 16,000.00

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	210	4TH OF JULY EVENT SOCIAL MEDIA		100-4140-53416	7,370.00
8054	7/8/2022 22-200	GOGOV 22/23 GO PERMITS SUBSCRIPTION	GO GOV APPS, INC	550-6100-53017	6,000.00 6,000.00
8055	7/8/2022 INV0007538	GUEJC 05/22 JUDO PYMT	GUERREROS ATHLETIC FOUNDATION	100-4100-53111	1,176.00 1,176.00
8056	7/8/2022 3332 3331 3352	HACLWN MTCE TOOLS MTCE TOOLS MTCE TOOLS	HACIENDA LAWNMOWER SHOP	100-3330-53012 100-3330-53012 100-3330-53012	581.63 48.35 353.43 179.85
8057	7/8/2022 90059	HACOUT MTCE-UNIFORMS	HACIENDA OUTLET	100-3330-53015	30.79 30.79
8058	7/8/2022 INV0007539	HERHEC 4TH OF JULY SUPPLIES REIM-HERNANDEZ	HECTOR HERNANDEZ	100-4140-53979	155.71 155.71
8059	7/8/2022 INV0007535	BUCJEF LUNCH REIM-BUCKWELL	JEFFREY BUCKWELL	100-2110-53972	40.31 40.31
8060	7/8/2022 INV0007536	LAPUJ FOOTBALL SUPPLIES	JR ALL AMERICAN FOOTBALL OF LA PUENTE	263-3320-53993	12,233.96 12,233.96
8061	7/8/2022 1640 1641	KSKFAC 06/22 CH JANITORIAL SUPPLIES 06/22 SR CENTER JANITORIAL SVC	KSK FACILITIES	100-1150-53813 100-4130-53813	2,803.70 1,770.20 1,033.50
8062	7/8/2022 INV0007534	LACAC FY 22/23 LAFCO	LA CO AUDITOR/CONTROLLER	100-1130-53965	779.99 779.99
8063	7/8/2022 RE-PW-22061306965	LACRD 05/22 IW LA PUENTE	LA CO DEPT PUBLIC WORKS	100-3110-53121	1,124.70 1,124.70
8064	7/8/2022 222789LL 222789LL	LACSHF 04/22 LAW ENFORCEMENT 04/22 LIABILITY INSURANCE	LA CO SHERIFF'S DEPT	100-2100-53110 100-2100-53186	641,699.18 580,489.23 61,209.95
8065	7/8/2022 155765	NATBAN DOG/CAT TAGS	NATIONAL BAND & TAG CO	100-2130-53011	183.73 183.73
8067	7/8/2022 1553 1556	PRILLC CE-PARKING UNIFORMS CE-CUSTOM CAPS	MYINT LLC	100-2110-53015 100-2110-53015	2,004.75 1,386.00 618.75
8068	7/8/2022 3383279	RESOUR LP PARK CONCRETE MIX	RESOURCE BUILDING MATERIALS	280-5607-59300	366.08 366.08
8069	7/8/2022 1	AGURIC PARK GRAND OPENING-ICE CREAM	RICARDO AGUIRRE	263-3320-53111	2,500.00 2,500.00
8070	7/8/2022 2147-01-0522	RRMDES LP HOUSING UPDATE-5TH CYCLE	RRM DESIGN	100-3300-53111	2,066.25 2,066.25
8071	7/8/2022 1173	SILPAR 4TH OF JULY-BEER GARDEN RENTALS	BEATRIZ P SILVERIO	100-4140-53979	940.00 940.00
8072	7/8/2022 2114A	RASOL SOLAR PARK LIGHTING	SOLAR RAY, LLC	280-5607-59300	43,050.00 43,050.00
8073	7/8/2022 0011536126	SOUCAL AD-BID LP PARK GRANITE PATH & PLANTER	SOUTHERN CALIFORNIA NEWS GROUP	280-5607-59600	335.17 335.17

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8074	7/8/2022 RI956696	SOU MOB MAINTENANCE YARD OFFICES	SOUTHWEST MOBILE STORAGE, INC	100-3330-53911	585.20 585.20
8075	7/8/2022 121675477-0007	SUNBELT WALK TRENCHER RENTAL	SUNBELT RENTALS, INC.	280-5607-59300	1,827.41 1,827.41
8076	7/8/2022 RG3211085	SWAMOP Movies in the park 2022 - movies	SWANK MOTION PICTURES INC.	100-4140-53979	495.00 495.00
8077	7/8/2022 21230 21230	SYSENE ENERGY EFF PROJ RETENTION ENERGY EFF PROJ PYMT #4	YSERCO ENERGY SOLUTIONS, INC	400-20220 400-5608-59300	217,339.83 -11,438.97 228,778.80
8078	7/8/2022 100	TACSOB GRAND OPENING STAFF MEALS	TACOS EL SOBRINO	100-4140-53979	709.50 709.50
8079	7/8/2022 7784361	TCFNAT TORO REELMASTER LEASE	THE HUNTINGTON NATIONAL BANK	285-3330-53911	1,512.00 1,512.00
8080	7/8/2022 5488	THESAU POLO SHIRTS-ADMIN SVC DEPT	THE SAUCE CREATIVE SERVICES CORP	100-1130-53976	553.31 553.31
8081	7/8/2022 INV0007529 INV0007530 INV0007531 INV0007531	TMOBILE 05/21-06/20 PHONE-MTCE WIRELESS SVC 05/21-06/20 PHONE-CE WIRELESS SVC 05/21-06/20 PHONE-SAFETY WIRELESS SVC 05/21-06/20 PHONE-SAFETY WIRELESS SVC	T-MOBILE	100-3100-53715 100-2110-53715 100-2100-53715 100-2110-53715	1,470.74 997.15 248.47 196.98 28.14
8082	7/8/2022 200092436-008	UNREN SKID STEER LOADER RENTAL	UNITED RENTALS	280-5607-59300	3,228.79 3,228.79
8083	7/8/2022 187084	WESCO 06/01-15 PKWY TREE MTCE	WEST COAST ARBORISTS INC	200-3120-53815	150.15 150.15
8084	7/8/2022 INV0007540 INV022593 INV022593 INV022594 INV022594 INV022624 INV022624	TURFWE REFUND-BUSINESS LIC #21139 SOD-TURF INSTALLATION E.SIDE RETENTION SOD-TURF INSTALLATION E.SIDE SOD-TURF INSTALLATION E SIDE RETENTION SOD-TURF INSTALLATION E SIDE SOD-TURF INSTALLATION E SIDE RETENTION SOD-TURF INSTALLATION E SIDE	WEST COAST TURF	100-48900 280-20220 280-5607-59300 280-20220 280-5607-59300 280-20220 280-5607-59300	27,380.00 20.00 -288.00 5,760.00 -288.00 5,760.00 -864.00 17,280.00
8085	7/8/2022 00226552 003-36302 003-36303 003-36304 003-36305 003-36307 003-36307 006-23436 02212878	WILENG 05/22 LP CODE CONSULTING SVC 05/22 TRAFFIC ENG SVCS 05/22 NPDES SVC 05/22 ADMIN ASSISTANT SVC 05/22 LP PARK WALKWAY DESIGN 05/22 ST IMPROVEMENT CONST MGMT SVC 05/22 ST IMPROVEMENT CONST MGMT SVC 05/22 LP LOCAL RD SAFETY PLAN 05/22 LP PARK MTCE SHED GEOTECHNICAL	WILLDAN ENGINEERING	100-2110-53111 100-3100-53111 284-3100-53111 210-5547-59210 280-5607-59210 405-5598-59600 410-5598-59600 100-3100-53111 100-3330-53111	39,076.25 25,980.00 840.00 1,901.25 195.00 2,210.00 2,860.00 2,860.00 225.00 2,005.00
8086	7/15/2022 80343	AEGSLN BANNER FABRIC/INK	AEG SOLUTIONS	100-4100-53811	901.95 901.95
8087	7/15/2022 2018776 2018776	ALLIAN INSURANCE-MOVIES IN THE PARK INSURANCE-CONCERTS IN THE PARK	ALLIANT INSURANCE SERVICES	100-1135-53613 100-1135-53613	675.00 337.50 337.50
8088	7/15/2022 149W-MFRM-HN77 14CX-7Y3W-N1NP	AMABUS BUSINESS CARD HOLDER THERMOMETER	AMAZON CAPITAL SERVICES INC	263-3320-53011 263-3320-53011	730.58 76.45 86.53

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	14CX-7Y3W-N1NP	THERMOMETER		263-3320-53011	153.72
	1DCX-VLTX-9FWY	WALL CLOCK		100-1120-53011	102.82
	1DCX-VLTX-9FWY	3-HOLE PUNCHER		100-1150-53011	10.47
	1FLJ-JVVP-RNKR	OFFICE SUPPLIES		100-1150-53011	162.53
	1QFP-WYXD-GM7G	PRINTER RIBBON		100-1135-53011	-64.00
	1Y7P-4K7W-7WDG	CHAMBERS WALL CLOCK		100-1120-53011	202.06
8089	7/15/2022	B2PRIN	B2 PRINT		48.50
	0011525	BUSINESS CARDS-NEWCMB		100-1130-53976	48.50
8090	7/15/2022	CABUST	CALIFORNIA BUILDING STANDARDS		154.80
	INV0007542	04-06/22 BLDG REV FUND		100-48900	-17.20
	INV0007542	04-06/22 BLDG REV FUND		600-47441	172.00
8091	7/15/2022	CBEEQU	CELL BUSINESS EQUIPMENT		1,046.41
	5020756127	07/11-08/10 FACILITY COPIER		100-1150-53911	1,046.41
8092	7/15/2022	CINTA	CINTAS CORPORATION #693		1,088.93
	8405769141	06/22 FIRST AID RESTOCK-ALL FACILITIES		100-1150-53011	1,088.93
8093	7/15/2022	CONCEN	CONCENTRA		113.00
	75890328	PRE EMPLOYMENT PHYSICAL		100-1135-53406	113.00
8094	7/15/2022	CORLOG	CORELOGIC SOLUTIONS, LLC		100.00
	82137307	06/22 PROPERTY DATA SVC		100-3320-53111	100.00
8095	7/15/2022	DEPTC	DEPT OF CONSERVATION		298.24
	INV0007543	04-06/22 SMIP FEES		100-48900	-15.69
	INV0007543	04-06/22 SMIP FEES		600-47440	313.93
8096	7/15/2022	SAMSAR	DR. SAMIR SARGIOS DVM		5,000.00
	005	07/22 VIDA MONTHLY RENT		263-3320-53111	5,000.00
8097	7/15/2022	EDISON	EDISON CO		46,869.88
	INV0007553	05/03-06/01 ELEC - CITY HALL		100-1150-53712	1,514.56
	INV0007554	05/03-06/01 ELEC - VARIOUS		200-3120-53713	355.54
	INV0007555	05/03-06/01 ELEC - PARK SERVICES		285-3330-53712	1,340.68
	INV0007556	05/03-06/01 ELEC - TRAFFIC CONTROL		200-3120-53713	293.23
	INV0007557	06/01-06/30 ELEC - VARIOUS		200-3120-53713	15,007.69
	INV0007558	06/01-06/30 ELEC - ST LIGHTS LS-2B		285-3330-53712	3,109.89
	INV0007559	06/01-06/30 ELEC - 1744 ST LIGHTS LS-OPTION E		285-3330-53712	11,195.60
	INV0007560	06/03-07/04 ELEC - 15250 TEMPLE AVE		200-3120-53713	74.52
	INV0007561	06/03-07/04 ELEC - 14951 NELSON AVE		200-3120-53713	103.31
	INV0007562	05/03-06/01 ELEC - SENIOR CENTER		100-4130-53712	716.14
	INV0007563	05/03-06/01 ELEC - COMMUNITY CENTER		100-4100-53712	1,702.48
	INV0007571	05/27-06/27 ELEC - 15612 TEMPLE AVE		285-3330-53712	8,655.20
	INV0007572	05/27-06/27 ELEC - 15614 TEMPLE AVE		285-3330-53712	2,673.67
	INV0007573	05/27-06/27 ELEC - 14416 AMAR RD TC1		200-3120-53713	61.76
	INV0007574	05/09-06/07 ELEC - 13798 TEMPLE AVE		200-3120-53713	65.61
8098	7/15/2022	EMMLEO	EMMANUEL LEON		189.71
	INV0007582	BOOT REIM - LEON		100-3330-53015	189.71
8099	7/15/2022	EMRO	EMPIRE RACKS		108.75
	INV0007581	BL REIM # 21509		100-48900	108.75
8100	7/15/2022	FRANKL	FRANKLIN AIR CONDITIONING &		291.00
	50737	CH A/C MTCE		100-1150-53811	291.00
8101	7/15/2022	GABDIA	GABRIEL DIAZ		221.92
	INV0007549	SCHOLARSHIP REIMBURSEMENT-DIAZ		100-4140-53992	221.92

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8102	7/15/2022 021524635	GALLS CM POLO SHIRTS	GALLS	100-1110-53976	153.48 153.48
8103	7/15/2022 10699978	GARDA 07/22 ARMURED TRANS SVC	GARDAWORLD	100-1130-53111	524.32 524.32
8104	7/15/2022 INV0007578	GUEJC 06/22 PYMT - JUDO CLASS	GUERREROS ATHLETIC FOUNDATION	100-4100-53111	1,316.00 1,316.00
8105	7/15/2022 1353849 2023163 3023605 3353702 35174 353747 353748 5973507 6022538 6462559 7531481 8022893 9273372 9273373	HMEDEP GRAND .OPEINING SUPPLIES FLAG POLE CONSTRUCTION SUPPLIES MTCE TOOLS MTCE TOOLS MTCE TOOLS MTCE TOOLS GRAFFITI REMOVAL SUPPLIES GRAFFITI REMOVAL SUPPLIES MTCE TOOLS GRAFFITI REMOVAL SUPPLIES PARK TOWERS & BACK TOP SUPPLIES EASTSIDE PLANTS MTCE TOOL	HOME DEPOT CRC	280-5607-59600 100-3100-53012 280-5607-59300 100-3100-53012 100-3100-53012 100-3100-53012 280-5607-59300 200-3120-53016 200-3120-53016 280-5607-59300 200-3120-53016 280-5607-59300 280-5607-59300 100-3100-53012	3,965.44 533.04 19.24 202.33 600.86 150.05 31.36 424.08 141.10 99.21 316.27 107.80 935.48 361.04 43.58
8106	7/15/2022 115033 115034 115089 115125	JCLBAR LP PARK SIGNAGE ST SIGNAGE TRAFFIC CONES NO TRESPASSING SIGN	JCL TRAFFIC	285-3330-53822 200-3120-53821 200-3120-53012 200-3120-53821	2,701.85 193.21 325.46 1,232.60 950.58
8107	7/15/2022 INV0007550	BUCJEF LUNCH MTG REIM	JEFFREY BUCKWELL	100-2110-53972	78.92 78.92
8108	7/15/2022 INV0007575	JOSREY 06/16-30 SHOPPING CART MILEAGE REIM - REYES	JOSE REYES	555-3150-53014	327.00 327.00
8109	7/15/2022 INV0007548	JULROV GAME RENTAL-3RD JULY EVENT	JULIEN ROVELO	100-4140-53979	160.00 160.00
8110	7/15/2022 014639	KOFASS HR MANUAL UPDATE	KOFF & ASSOCIATES	100-1135-53111	255.00 255.00
8111	7/15/2022 0003 0003	KORCON 07/22 DG PATHWAY & SEATWALL-RETENTION 07/22 DG PATHWAY & SEATWALL	KORMEX CONSTRUCTION, INC.	280-20220 280-5606-59300	68,181.50 -3,588.50 71,770.00
8112	7/15/2022 INV0007545 INV0007546 INV0007546 INV0007547	LACANL 01/22 ANIMAL HOUSING 02/22 ANIMAL HOUSING 02/22 ANIMAL LICENSE FEE 03/22 ANIMAL HOUSING	LA CO ANIMAL CARE AND CONTROL	100-2130-53112 100-2130-53112 100-42140 100-2130-53112	1,362.43 244.11 912.21 -38.00 244.11
8113	7/15/2022 INV0007544 INV0007544 INV0007564 INV0007565 INV0007566 INV0007567 INV0007568 INV0007569	LPVCWD 04/15-06/16 WTR-COMM CTR/YLAC 04/15-06/16 WTR-COMM CTR/YLAC 03/17-05/16 WTR - N. GLENDORA AVE 04/15-06/16 WTR - VALLEY/CENTRAL 04/15-06/16 WTR - 501 GLENDORA 04/15-06/16 WTR - NELSON AVE 04/15-06/16 WTR - OLD VALLEY BLVD 04/15-06/16 WTR - ABBEY/CENTRAL	LA PUENTE VALLEY CO WATER	100-4100-53714 100-4110-53714 200-3120-53714 200-3120-53714 285-3330-53714 200-3120-53714 200-3120-53714 200-3120-53714	3,622.89 408.16 408.16 86.52 1,145.40 648.40 287.36 194.00 395.64

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	INV0007570	04/15-06/16 WTR - MAIN/LEVERETTE		200-3120-53714	49.25
8114	7/15/2022	RULIA	LIANA RUIZ		85.00
	INV0007588	ANIMAL CONTROL REIM - RUIZ		100-42140	85.00
8115	7/15/2022	ODELIN	LINDA ODEGAARD		120.60
	INV0007577	05/06-2022 PYMT - KNITTING CLASS		100-4100-53111	120.60
8116	7/15/2022	MANCIL	MANCILLA'S QUALITY PRINTING LLC		104.50
	15067	B & S NOTICES		100-3300-53411	104.50
8117	7/15/2022	ARAMAR	MARIA ARANA		20.00
	INV0007552	PET REIM-ARANA		100-42140	20.00
8118	7/15/2022	DOLPHIN	MICHAEL VOSSE		5,000.00
	0190269	Movies in the Park - Scream		100-4140-53979	5,000.00
8119	7/15/2022	NATCON	NATIONAL CONSTRUCTION RENTALS		23.29
	06589960	06/12-07/06 LP PARK TEMP FENCE RENTAL		100-3330-53822	23.29
8120	7/15/2022	PALM	PALM HILLS AUTO		5,000.00
	INV0007587	2021-92 BUSINESS GRANT		263-3320-53981	5,000.00
8121	7/15/2022	QUINMO	QUINTIN'S MOBIL		454.23
	1013403	FUEL		555-3150-53014	163.00
	1015925	FUEL		555-3150-53014	55.60
	1016381	FUEL		555-3150-53014	42.24
	1016638	FUEL		555-3150-53014	95.53
	1018221	FUEL		555-3150-53014	97.86
8122	7/15/2022	CARRRI	RICARDO CARRILLO		42.85
	INV0007583	REIM - CARRILLO		100-3330-53011	42.85
8123	7/15/2022	SERJUA	SERGIO JUAREZ UGALDE		385.00
	INV0007576	03/04-2022 AZTEC PYMT CLASS		100-4140-53111	385.00
8124	7/15/2022	DANON	SPARKLETT'S		409.62
	10303592 061622	06/22 CH WATER SVC		100-1150-53011	409.62
8125	7/15/2022	STANLE	STANLEY PEST CONTROL, INC.		165.00
	470448	06/22 SNACK BAR PEST CONTROL		100-3330-53822	80.00
	470451	06/22 ABBEY ST PEST CONTROL		200-3120-53814	85.00
8126	7/15/2022	SOSUBW	SUBURBAN WATER SYSTEMS		1,933.40
	180012662217	05/20-06/20 WTR - AMAR/HACIENDA		200-3120-53714	147.66
	180012662222	05/20-06/20 WTR - ELLIOTT		200-3120-53714	203.58
	180021665615	05/20-06/20 WTR - N HACIENDA/TEMPLE BLVD		200-3120-53714	716.87
	180032065532	05/20-06/20 WTR - 14746 TEMPLE AVE		200-3120-53714	87.27
	180032065544	05/20-06/20 WTR - 15250 TEMPLE AVE		200-3120-53714	126.28
	180061548624	05/20-06/20 WTR - 16159 TEMPLE AVE		200-3120-53714	261.09
	180071348257	05/20-06/20 WTR - AMAR/AILERON		200-3120-53714	238.17
	180081081554	05/20-06/20 WTR - HACIENDA/NELSON		200-3120-53714	152.48
8127	7/15/2022	KIMSRV	TERESA MARTINEZ		1,062.00
	INV0007580	REPAINT MONUMENT SIGN - TEMPLE AVE		200-3120-53821	1,062.00
8128	7/15/2022	TERMI	TERMINIX PROCESSING CENTER		177.00
	421258021	06/08 CH PEST CONTROL		100-1150-53813	85.00
	421258033	06/08 CH PEST CONTROL		100-1150-53813	92.00
8129	7/15/2022	THESAU	THE SAUCE CREATIVE SERVICES CORP		132.94
	5489	STAFF POLO SHIRTS		100-1120-53976	132.94

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8130	7/15/2022 INV0007584	VC REIM - BL #19480	VC CONSTRUCTION, LLC	100-48900	100.00 100.00
8131	7/15/2022 INV028935 INV028935	TURFWE RETENTION - SOD-TURF INSTALLATION E-SIDE SOD-TURF INSTALLATION E-SIDE	WEST COAST TURF	280-20220 280-5607-59300	25,080.00 -1,320.00 26,400.00
8132	7/15/2022 002-26804	WILENG 06/22 BUILDING & SAFETY SVC	WILLDAN ENGINEERING	100-3310-53111	31,964.85 31,964.85
DFT0001691	7/15/2022	CAPERS	CALPERS		163,459.00
	100000016851938	FY 22/23 PER UALS PYMT		100-1100-51211	2,622.00
	100000016851938	FY 22/23 PER UALS PYMT		100-1110-51211	6,444.00
	100000016851938	FY 22/23 PER UALS PYMT		100-1120-51211	4,261.00
	100000016851938	FY 22/23 PER UALS PYMT		100-1130-51211	19,445.00
	100000016851938	FY 22/23 PER UALS PYMT		100-1135-51211	13.00
	100000016851938	FY 22/23 PER UALS PYMT		100-2110-51211	61.00
	100000016851938	FY 22/23 PER UALS PYMT		100-2130-51211	34.00
	100000016851938	FY 22/23 PER UALS PYMT		100-3300-51211	18,156.00
	100000016851938	FY 22/23 PER UALS PYMT		100-3320-51211	16,336.00
	100000016851938	FY 22/23 PER UALS PYMT		100-3325-51211	30.00
	100000016851938	FY 22/23 PER UALS PYMT		100-3330-51211	8,717.00
	100000016851938	FY 22/23 PER UALS PYMT		100-4100-51211	39,172.00
	100000016851938	FY 22/23 PER UALS PYMT		100-4110-51211	10,468.00
	100000016851938	FY 22/23 PER UALS PYMT		100-4130-51211	6,579.00
	100000016851938	FY 22/23 PER UALS PYMT		200-3120-51211	10,514.00
	100000016851938	FY 22/23 PER UALS PYMT		202-3120-51211	6.00
	100000016851938	FY 22/23 PER UALS PYMT		203-3120-51211	4,535.00
	100000016851938	FY 22/23 PER UALS PYMT		205-3120-51211	4,535.00
	100000016851938	FY 22/23 PER UALS PYMT		210-3130-51211	7,820.00
	100000016851938	FY 22/23 PER UALS PYMT		215-3130-51211	923.00
	100000016851938	FY 22/23 PER UALS PYMT		263-3320-51211	66.00
	100000016851938	FY 22/23 PER UALS PYMT		285-3330-51211	2,722.00
Grand Total:					1,922,891.78

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	1,312,520.61
200 - GAS TAX FUND	41,456.55
202 - RMRA (SB 1)	77.33
203 - MEASURE M FUND	5,405.19
205 - MEASURE R FUND	5,405.19
210 - PROP A FUND	8,878.05
215 - PROP C FUND	1,201.17
263 - AMERICAN RESCUE PLAN ACT FUND	51,113.09
280 - MISCELLANEOUS GRANTS FUND	207,075.49
284 - MEASURE W	1,901.25
285 - LIGHTING & LANDSCAPE MAINTENANCE	48,847.46
400 - CAPITAL PROJECTS FUND	217,339.83
405 - 2019A CAPITAL PROJECT FUND	2,860.00
410 - 2019B CAPITAL PROJECT FUND	2,860.00
550 - EQUIPMENT REPLACEMENT FUND	6,000.00
555 - VEHICLE MAINTENANCE & REPLACEMENT FUND	9,464.64
600 - SPECIAL DEPOSIT FUND	485.93
Grand Total:	1,922,891.78

Account Summary

Account Number	Account Name	Payment Amount
100-1100-51211	Retirement	2,622.00
100-1100-51311	Other Health - DOC	3,566.35
100-1100-53971	Dues & Memberships	3,800.00
100-1110-51211	Retirement	6,444.00
100-1110-51311	Other Health - DOC	2,189.73
100-1110-53976	Special Departmental	153.48
100-1120-51211	Retirement	4,261.00
100-1120-51311	Other Health -DOC	998.57
100-1120-53011	Operating Supplies	251.82
100-1120-53111	Contract Services - Private	318.75
100-1120-53976	Special Departmental	132.94
100-1130-51211	Retirement	19,445.00
100-1130-51311	Other Health - DOC	2,895.86
100-1130-53111	Contract Services - Private	524.32
100-1130-53965	Financial Service Fees	779.99
100-1130-53976	Special Departmental	601.81
100-1135-51211	Retirement	13.00
100-1135-51311	Other Health - DOC	18,901.57
100-1135-53011	Operating Supplies	-64.00
100-1135-53111	Contract Services - Private	255.00
100-1135-53406	Recruitment Expenses	715.00
100-1135-53611	Workers Compensation In...	113,557.00
100-1135-53612	Insurance-General Liability	205,072.00
100-1135-53613	Insurance-Special Events	675.00
100-1135-53614	Insurance-Property	47,070.00
100-1135-53615	Employee Fidelity Bond	1,201.00
100-1150-53011	Operating Supplies	1,842.76
100-1150-53712	Utility - Electricity	1,514.56
100-1150-53715	Utility - Communications	999.93
100-1150-53811	Equipment Maintenance	291.00
100-1150-53813	Facility Maintenance	2,012.96
100-1150-53911	Equipment Lease/Rental	1,046.41
100-2100-53110	Contract Services - LA Sher..	580,489.23
100-2100-53186	Liability Trust Fund	61,209.95
100-2100-53715	Utility - Communications	196.98
100-2110-51211	Retirement	61.00

Account Summary

Account Number	Account Name	Payment Amount
100-2110-51311	Other Health - DOC	2,496.43
100-2110-53011	Operating Supplies	-11.61
100-2110-53015	Uniform/Boot Reimburse...	2,060.11
100-2110-53111	Contract Services - Private	41,403.33
100-2110-53715	Utility - Communications	276.61
100-2110-53972	Conferences & Meetings	119.23
100-2130-51211	Retirement	34.00
100-2130-51311	Other Health-DOC	891.58
100-2130-53011	Operating Supplies	183.73
100-2130-53015	Uniforms/Boot Reimburs...	371.09
100-2130-53112	Contract Services - Public	1,400.43
100-3100-53012	Small Tools & Equipment	845.09
100-3100-53111	Contract Services - Private	1,065.00
100-3100-53715	Utility - Communications	997.15
100-3110-53121	Industrial Waste Inspecti...	1,124.70
100-3300-51211	Retirement	18,156.00
100-3300-51311	Other Health - DOC	1,569.19
100-3300-53111	Contract Services - Private	2,066.25
100-3300-53411	Printing & Publishing	104.50
100-3310-53111	Contr Svc - Private - B&S F...	31,964.85
100-3320-51211	Retirement	16,336.00
100-3320-51311	Other Health - DOC	1,226.82
100-3320-53111	Contract Services - Private	100.00
100-3325-51211	Retirement	30.00
100-3325-51311	Other Health - DOC	1,069.90
100-3330-51211	Retirement	8,717.00
100-3330-51311	Other Health - DOC	3,045.65
100-3330-53011	Operating Supplies	42.85
100-3330-53012	Small Tools & Equipment	581.63
100-3330-53015	Uniform/Boot Reimburse...	220.50
100-3330-53111	Contract Services - Private	2,005.00
100-3330-53822	Park Maintenance & Repa...	103.29
100-3330-53911	Equipment Lease/Rental	585.20
100-4100-51211	Retirement	39,172.00
100-4100-51311	Other Health - DOC	2,496.43
100-4100-53111	Contract Services - Private	2,612.60
100-4100-53712	Utility - Electricity	1,702.48
100-4100-53714	Utility - Water	408.16
100-4100-53811	Equipment Maintenance	1,388.87
100-4110-51211	Retirement	10,468.00
100-4110-51311	Other Health - DOC	1,426.53
100-4110-53714	Utility - Water	408.16
100-4130-51211	Retirement	6,579.00
100-4130-51311	Other Health - DOC	427.96
100-4130-53712	Utility - Electricity	716.14
100-4130-53715	Utility - Communications	62.27
100-4130-53813	Facility Maintenance	1,033.50
100-4130-53814	Landscape Maintenance	168.48
100-4140-53111	Contract Services - Private	385.00
100-4140-53416	Social Media Technology	7,370.00
100-4140-53979	Special Events	7,982.78
100-4140-53992	Scholarships	221.92
100-42140	Animal License Fees	67.00
100-48900	Miscellaneous	195.86
200-3120-51211	Retirement	10,514.00
200-3120-51311	Other Health - DOC	1,326.68
200-3120-53012	Small Tools & Equipment	1,232.60
200-3120-53016	Graffiti Removal Supplies	348.11

Account Summary

Account Number	Account Name	Payment Amount
200-3120-53713	Utility - Hwy Lights	15,961.66
200-3120-53714	Utility - Water	4,091.57
200-3120-53814	Landscape Maintenance	5,493.74
200-3120-53815	Parkway Tree Maintenan...	150.15
200-3120-53821	Traffic Markings/Signs	2,338.04
202-3120-51211	Retirement	6.00
202-3120-51311	Other Health-DOC	71.33
203-3120-51211	Retirement	4,535.00
203-3120-51311	Other Health - DOC	870.19
205-3120-51211	Retirement	4,535.00
205-3120-51311	Other Health - DOC	870.19
210-3130-51211	Retirement	7,820.00
210-3130-51311	Other Health - DOC	863.05
210-5547-59210	Design Engineering	195.00
215-3130-51211	Retirement	923.00
215-3130-51311	Other Health - DOC	278.17
263-3320-51211	Retirement	66.00
263-3320-51311	Other Health - DOC	2,496.43
263-3320-53011	Operating Supplies	316.70
263-3320-53111	Contract Services-Private	15,000.00
263-3320-53416	Social Media Technology	16,000.00
263-3320-53981	Grants & Loans - Commer...	5,000.00
263-3320-53993	Youth Activities Program	12,233.96
280-20220	Retention Payable	-207.82
280-5606-59300	CONSTRUCTION COSTS	77,226.79
280-5607-59210	Design Engineering	2,210.00
280-5607-59300	Construction Costs	126,978.31
280-5607-59600	Other Services	868.21
284-3100-53111	Contract Services - Private	1,901.25
285-3330-51211	Retirement	2,722.00
285-3330-51311	Other Health - DOC	663.34
285-3330-53111	Contract Services - Private	13,779.50
285-3330-53712	Utility - Electricity	26,975.04
285-3330-53714	Utility - Water	648.40
285-3330-53715	Utility - Communications	20.76
285-3330-53814	Landscape Maintenance	2,333.21
285-3330-53822	Park Maintenance & Repa...	193.21
285-3330-53911	Equipment Lease/Rental	1,512.00
400-20220	Retention Payable	-11,438.97
400-5608-59300	Construction Costs	228,778.80
405-5598-59600	Other Services	2,860.00
410-5598-59600	Other Services	2,860.00
550-6100-53017	Software & Licensing	6,000.00
555-3150-53014	Fuel	781.23
555-3150-53812	Vehicle Maintenance	1,506.72
555-3150-53912	Vehicle Lease	7,176.69
600-47440	Strong Motion Inst. Fee	313.93
600-47441	SB1473 (Green Fee)	172.00
Grand Total:		1,922,891.78

Project Account Summary

Project Account Key	Payment Amount
None	1,854,484.41
100022E	10,000.00
100023E	18,582.96
100123E	5,000.00
100423E	12,387.68
100823E	66.00

Project Account Summary

Project Account Key	Payment Amount
100923E	76.45
101223E	5,000.00
30222E	100.00
61023E	9,148.28
61123E	337.50
62123E	5,832.50
69422E	216.50
70622E	1,659.50
Grand Total:	<u>1,922,891.78</u>



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: July 26, 2022

Via: Bob Lindsey, City Manager

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

SUBJECT: PRESENTATION OF JUNE 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 June 2022.

DISCUSSION

City staff initiated ten (10) requisitions during the month totaling \$108,269.95.

RECOMMENDATION

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

ATTACHMENTS

Attachment "A": Requisition Summary Report for June 2022



City of La Puente

Requisition Summary Report

Requisition Detail

Issued Date Range 06/01/2022 - 06/30/2022

Requisition Number	Description Vendor	Status	Requested by Approved by	Issue Date	Trade Discount	Dist Amount
REQ000606	FILING CABINET-PROS TEAM ODP - ODP BUSINESS SOLUTIONS, LLC	Approved	REGINA NEWCOMB Director of Admin. Services	6/1/2022	0	1,446.30

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
FILING CABINET-PROS TEAM	1		0	0	0	0	0	1,446.30

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
263-3320-53996	Furniture/Office Equipment	100822E		100.00%	1,446.30

REQ000607	RACK MOUNT BATTERY BACKUP AMABUS - AMAZON CAPITAL SERVICES INC	Approved	REGINA NEWCOMB Director of Admin. Services	6/7/2022	0	1,874.39
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Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
RACK MOUNT BATTERY BACKL	1		1	1,874.39	0	0	0	-

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
550-6100-53018	Computer Hardware & Suppli			100.00%	1,874.39

REQ000609	SOLAR PARK LIGHTING RASOL - SOLAR RAY, LLC	Approved	ELIZABETH HERRERA City Council	6/8/2022	0	57,400.00
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Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
SOLAR PARK LIGHTING	1		0	0	0	0	0	57,400.00

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
280-5607-59300	Construction Costs			100.00%	57,400.00

REQ000610	FENCE GATE DOOR-SKATEPARK MARK - MARK'S WELDING SERVICE	Approved	Alexander Merkel Director of Admin. Services	6/9/2022	0	1,850.00
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Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
FENCE GATE DOOR-SKATEPARK	1		0	0	0	0	0	1,850.00

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
280-5606-59300	CONSTRUCTION COSTS			100.00%	1,850.00

REQ000612	Description Vendor	Status	Requested by Ship To	Issue Date	Trade Discount	Dist Amount
	PLANTS - LA PUENTE PARK MOOVA - MOON VALLEY NURSERY	Approved	Alexander Merkel City Manager	6/15/2022	0	16,508.97

Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
PLANTS - LA PUENTE PARK	1		0	0	0	0	0	16,508.97

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
280-5606-59300	CONSTRUCTION COSTS			100.00%	16,508.97

ATTACHMENT A

REQ000614	HANDHELD RADIO UNITS (60) RUGRAD - RUGGED RADIOS	Approved	ELIZABETH HERRERA City Manager	6/22/2022	0	13,796.64
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Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
HANDHELD RADIO UNITS (60)	1		0	0	932.64	0	0	-

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
263-3320-53012	Small Tools & Equipment	100022E		100.00%	13,796.64

REQ000615	BAND PERFORMANCE FOR 3RD OF JULY EVENT - BUMPTOWN ENTERTAINMENT	Approved	ANGEL MORALES Director of Comm. Services	6/28/2022	0	1,500.00
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Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
BAND PERFORMANCE FOR 3RD OF JULY	1		0	0	0	0	0	1,500.00

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
100-4140-53979	Special Events	61023E		100.00%	1,500.00

REQ000616	BAND ENTERTAINMENT FOR THE 3RD OF JULY - THE CHAMPAGNE BAND	Approved	ANGEL MORALES Director of Comm. Services	6/28/2022	0	1,300.00
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Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
BAND ENTERTAINMENT FOR THE 3RD OF JULY	1		0	0	0	0	0	1,300.00

Distributions

Account Number	Account Name	Project Account Key	Separate Sales Tax	Percent	Dist Amount
100-4140-53979	Special Events	61023E		100.00%	1,300.00

REQ000617	ROLL UP DOOR - BARR COMMERCIAL DOOR	Approved	NORMA RAMIREZ City Manager	6/30/2022	0	11,147.35
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Items

Description	Sequence	Part Number	Units	Price	Tax	Shipping	Discount	Paid
ROLL UP DOOR AT MAINTENANCE	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%	11,147.35

Requisition Count:	10	Paid Discount:	0	TOTAL	108,269.95
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City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: July 26, 2022

From: Bob Lindsey, City Manager

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

SUBJECT: PRESENTATION OF JUNE 2022 INVESTMENT REPORT

BACKGROUND

This report presents the City's investment portfolio for the period of June 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 14, 2022.

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 June 2022 has been provided as an attachment for your review.

The City has no investment activity to report for the June 2022 period.

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
June 30, 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%	\$ 3,238,424	\$ 3,238,424	\$ 3,202,003	LAIF
Government Obligations								
U.S. Agency Security	FFCB	06/07/19	06/13/24	1.950%	250,000	249,904	245,795	Stifel
U.S. Agency Security	FFCB	06/10/20	06/10/25	0.680%	250,000	250,000	233,333	Multi-Bank
U.S. Agency Security	FFCB	06/02/20	06/09/25	0.500%	250,000	250,000	232,388	Stifel
U.S. Agency Security	FFCB	03/22/21	04/01/25	0.710%	250,000	250,000	234,150	Stifel
U.S. Agency Security	FFCB	02/24/21	03/03/26	0.790%	250,000	250,000	231,758	Stifel
U.S. Agency Security	FFCB	08/03/21	08/10/26	0.710%	250,000	250,000	228,325	Stifel
U.S. Agency Security	FFCB	08/30/21	09/01/26	0.870%	250,000	499,800	458,955	Stifel
U.S. Agency Security	FFCB	08/30/21	02/10/25	0.480%	250,000	249,750	233,988	Stifel
U.S. Agency Security	FFCB	09/23/21	09/28/26	0.940%	250,000	249,500	226,848	Stifel
U.S. Agency Security	FFCB	09/02/21	09/08/26	0.870%	250,000	250,000	227,543	Stifel
U.S. Agency Security	FFCB	07/29/20	07/29/25	0.580%	250,000	250,000	231,448	Stifel
U.S. Agency Security	FFCB	10/07/21	10/07/26	1.000%	250,000	249,625	229,258	Stifel
U.S. Agency Security	FFCB	10/28/21	11/03/26	1.330%	250,000	250,000	232,428	Stifel
U.S. Agency Security	FFCB	11/10/21	11/16/26	1.270%	250,000	250,000	232,728	Stifel
U.S. Agency Security	FFCB	11/24/21	11/30/26	1.460%	500,000	500,000	463,885	Stifel
U.S. Agency Security	FHLB	05/05/20	05/19/25	0.750%	250,000	250,000	234,600	Stifel
U.S. Agency Security	FHLB	03/02/21	02/26/26	0.850%	250,000	250,000	232,348	Stifel
U.S. Agency Security	FHLB	03/08/21	03/30/26	0.980%	250,000	250,000	232,968	Stifel
U.S. Agency Security	FHLB	03/11/21	03/25/26	0.875%	250,000	251,000	232,040	Stifel
U.S. Agency Security	FHLB	06/29/20	06/30/25	0.650%	375,000	375,000	353,798	Stifel
U.S. Agency Security	FHLB	02/09/21	02/09/26	0.300%	250,000	250,000	231,158	Stifel
U.S. Agency Security	FHLB	08/10/21	02/18/26	0.600%	250,000	248,250	229,833	Stifel
U.S. Agency Security	FHLB	02/18/21	02/18/26	0.600%	250,000	250,000	229,833	Multi-Bank
U.S. Agency Security	FHLB	02/26/21	02/26/26	0.580%	250,000	250,000	230,093	Multi-Bank
U.S. Agency Security	FHLB	01/26/21	01/26/26	0.560%	250,000	250,000	229,570	Multi-Bank
U.S. Agency Security	FHLB	02/24/21	02/24/26	0.625%	250,000	249,500	230,498	Stifel
U.S. Agency Security	FHLB	02/25/21	02/25/26	0.660%	250,000	250,000	230,773	Stifel
U.S. Agency Security	FHLB	02/12/21	02/12/26	0.520%	250,000	249,750	226,675	Stifel
U.S. Agency Security	FHLB	05/18/21	05/26/26	1.030%	250,000	250,000	232,658	Multi-Bank
U.S. Agency Security	FHLB	06/29/20	06/30/25	0.680%	250,000	250,000	232,528	Stifel
U.S. Agency Security	FHLB	09/30/21	10/13/26	1.100%	250,000	249,823	227,428	Stifel
U.S. Agency Security	FHLB	04/22/21	02/24/26	0.750%	250,000	249,375	228,340	Stifel
U.S. Agency Security	FHLB	02/25/22	02/25/27	2.000%	250,000	250,000	238,730	Stifel
U.S. Agency Security	FHLB	04/28/22	05/10/27	3.100%	250,000	249,750	246,738	Stifel
U.S. Agency Security	FHLMC	06/19/20	06/30/25	0.720%	250,000	250,000	231,943	Stifel
U.S. Agency Security	FHLMC	07/14/20	07/14/25	0.600%	250,000	250,000	231,443	Stifel
U.S. Agency Security	FHLMC	07/23/20	07/23/25	0.500%	250,000	249,625	231,803	Stifel
U.S. Agency Security	FHLMC	04/12/22	10/08/24	2.500%	250,000	249,729	246,745	Stifel
U.S. Agency Security	FHLMC	05/05/22	05/26/27	3.250%	250,000	250,000	249,205	Stifel
U.S. Agency Security	FNMA	06/04/20	06/04/25	0.710%	250,000	250,000	233,888	Multi-Bank
U.S. Agency Security	FNMA	07/22/20	07/22/25	0.600%	250,000	250,000	232,310	Stifel
U.S. Agency Security	FNMA	08/03/20	08/19/25	0.625%	250,000	250,000	232,323	Stifel
U.S. Agency Security	FNMA	08/03/20	08/12/25	0.500%	250,000	250,000	230,860	Stifel
U.S. Agency Security	FNMA	07/21/21	10/22/25	0.560%	250,000	249,529	228,840	Stifel
U.S. Agency Security	FNMA	08/17/20	08/14/25	0.500%	250,000	249,875	231,280	Stifel
U.S. Agency Security	FNMA	07/29/20	07/29/25	0.700%	250,000	250,000	232,960	Multi-Bank
U.S. Agency Security	Treasury	05/12/21	12/31/25	0.375%	250,000	245,850	228,115	Stifel
U.S. Agency Security	Treasury	06/24/21	06/30/25	0.250%	250,000	246,125	230,430	Stifel
U.S. Agency Security	Treasury	06/15/21	11/30/25	0.375%	250,000	247,659	228,603	Stifel
U.S. Agency Security	Treasury	06/24/21	02/28/26	0.500%	250,000	246,775	228,145	Stifel
U.S. Agency Security	Treasury	07/21/21	09/30/25	0.250%	250,000	246,675	228,663	Stifel
U.S. Agency Security	Treasury	07/29/21	08/31/25	0.250%	250,000	248,150	229,170	Stifel
U.S. Agency Security	Treasury	08/10/21	10/31/25	0.250%	250,000	246,725	228,078	Stifel
U.S. Agency Security	Treasury	09/29/21	06/30/26	0.875%	250,000	249,550	229,815	Stifel
U.S. Agency Security	Treasury	11/15/21	01/31/26	0.375%	250,000	242,450	227,598	Stifel
U.S. Agency Security	Treasury	04/29/21	04/30/26	0.750%	500,000	497,800	458,945	Stifel
Total Government Securities					14,625,000	14,837,544	13,804,585	
Municipal Bonds***				various	500,000	496,726	468,782	
Negotiable Certificates of Deposit ***				various	8,442,000	8,442,205	7,860,217	
Corporate Bonds***				various	250,000	250,224	244,468	
Total Investments					\$ 27,055,424	\$ 27,265,124	\$ 25,580,055	
Deposits in Bank						1,881,035	*	
Miscellaneous Cash						2,200	**	
Total Cash and Deposits						1,883,235		
Total Investments, Cash and Deposits						\$ 29,148,358		

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****June 30, 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	231,726	Stifel
Greenstate Credit Union	3/30/21	4/16/26	0.95%	249,000	249,000	227,676	Stifel
UBS Bank	6/15/21	6/23/26	0.75%	248,000	248,000	224,028	Stifel
Parsons FCU	6/24/21	6/30/26	0.50%	249,000	249,000	225,883	Stifel
State Bank of India, NY	5/5/21	5/19/26	1.00%	248,000	248,000	226,865	Stifel
Mountain America FCU	4/23/19	3/27/23	3.00%	249,000	249,205	250,073	Stifel
Sallie Mae Bank	6/30/21	7/8/26	1.00%	247,000	247,000	225,341	Stifel
Medallion Bank	9/14/21	9/30/26	0.90%	249,000	249,000	224,658	Stifel
Goldman Sachs Bank	7/20/21	7/28/26	1.00%	248,000	248,000	225,273	Stifel
Capital One Bank NA	11/8/21	11/17/26	1.10%	248,000	248,000	225,058	Stifel
Morgan Stanley Bank NA	6/6/19	6/6/24	2.70%	246,000	246,000	243,373	Stifel
Morgan Stanley Private Bank	4/23/19	4/25/24	2.75%	246,000	246,000	243,953	Stifel
East Boston Savings Bank	8/14/20	8/14/25	0.50%	248,000	248,000	226,771	Stifel
Merrick Bank	7/31/19	7/31/24	2.20%	249,000	249,000	243,445	Stifel
Citadel Federal Credit Union	2/26/20	2/27/25	1.65%	248,000	248,000	237,192	Stifel
Axos Bank	2/27/20	3/26/25	1.65%	249,000	249,000	237,788	Stifel
Pathfinder Bank	10/2/20	10/14/25	0.50%	249,000	249,000	226,680	Stifel
Third Federal Savings & Loan-Cleveland	7/29/21	8/13/24	0.50%	248,000	248,000	233,819	Stifel
Toyota Bank	7/21/21	7/29/26	0.95%	248,000	248,000	225,437	Stifel
BMW Bank	7/21/21	7/30/24	0.55%	248,000	248,000	234,338	Stifel
Synchrony Bank	8/24/21	8/27/26	0.90%	248,000	248,000	225,645	Stifel
Pentagon FCU	8/17/21	9/1/26	0.85%	249,000	249,000	224,680	Stifel
New York Community Bank	8/31/21	9/10/24	0.65%	249,000	249,000	235,006	Stifel
Texas Exchange Bank	9/28/21	11/14/25	0.85%	249,000	249,000	228,958	Stifel
USF Federal Credit Union	10/14/21	10/28/26	0.90%	249,000	249,000	224,170	Stifel
Live Oak Bank	10/4/21	10/19/26	0.90%	249,000	249,000	224,327	Stifel
Bank Hapoalim	12/8/21	12/26/26	1.35%	248,000	248,000	227,138	Stifel
Connexus Credit Union	12/20/21	12/23/26	1.15%	249,000	249,000	226,807	Stifel
Nelnet Bank	1/24/22	2/2/27	1.45%	248,000	248,000	227,520	Stifel
Amerant Bank	2/14/22	2/16/27	1.60%	248,000	248,000	228,902	Stifel
Beal Bank	3/1/22	3/3/27	2.05%	248,000	248,000	233,447	Stifel
First Bank of DeQueen	8/21/19	8/30/24	1.80%	249,000	249,000	241,107	Multi-Bank
Luana Savings Bank	2/28/20	2/28/25	1.55%	248,000	248,000	236,609	Multi-Bank
Celtic Bank	4/17/20	4/17/25	1.50%	249,000	249,000	236,525	Multi-Bank
Total for Negotiable Certificates of Deposit				<u>\$ 8,442,000</u>	<u>\$ 8,442,205</u>	<u>\$ 7,860,217</u>	

CITY OF LA PUENTE**Cash and Investment Report****Corporate Bonds**

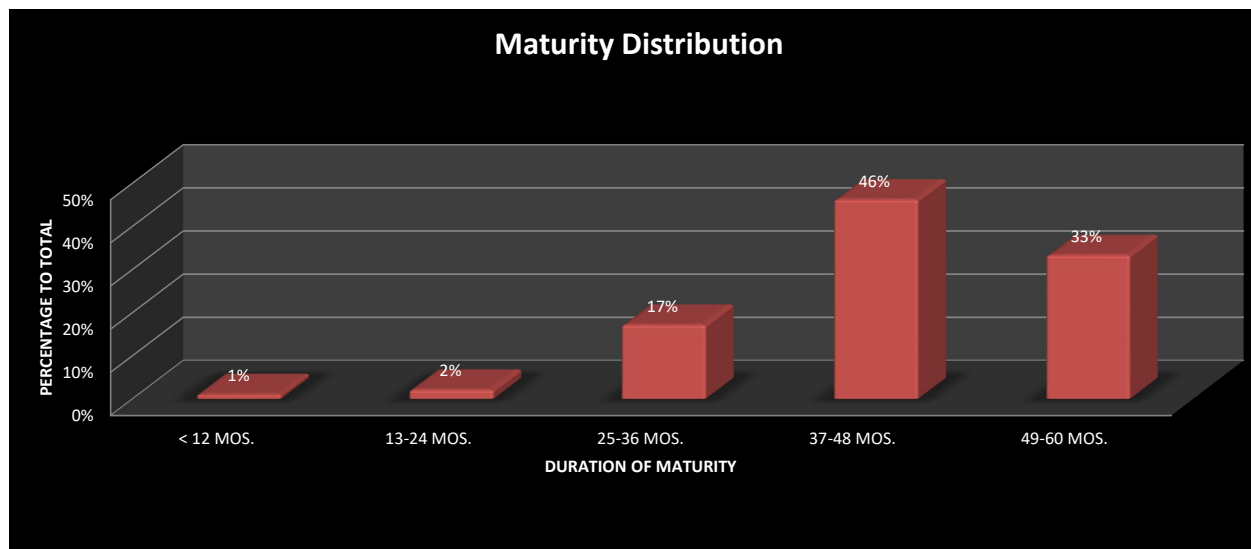
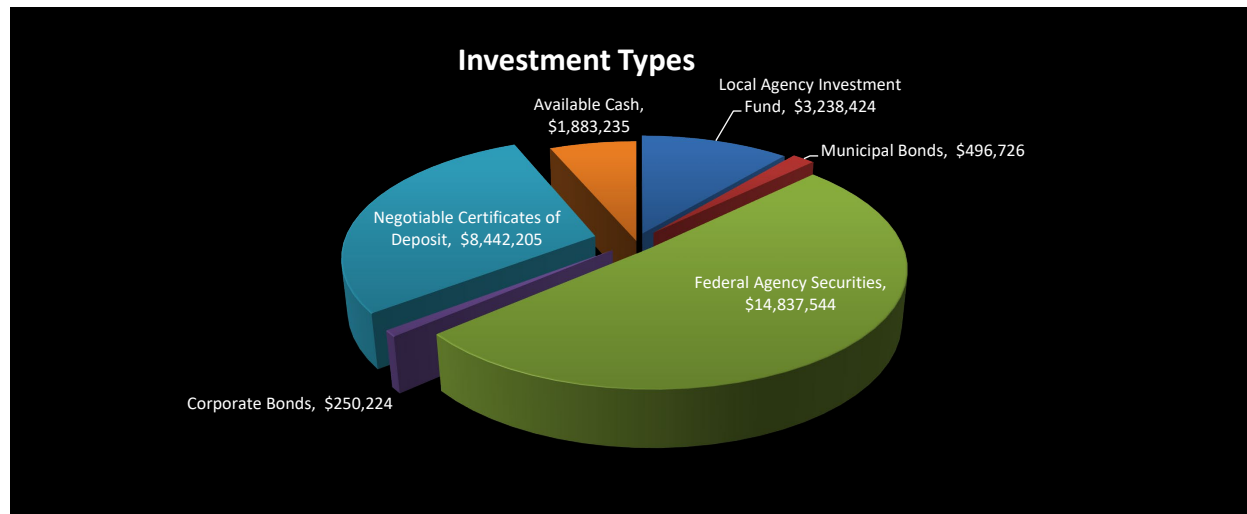
June 30, 2022

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>244,468</u>	Stifel
Total for Negotiable Corporate Bonds				<u>\$ 250,000</u>	<u>\$ 250,224</u>	<u>\$ 244,468</u>	

CITY OF LA PUENTE**Cash and Investment Report****Municipal Bonds****June 30, 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	219,855	Multi-Bank
Los Angeles Airport Revenue Bonds	7/16/18	5/15/23	2.79%	<u>250,000</u>	<u>248,761</u>	<u>248,928</u>	Stifel
Total for Municipal Bonds				<u>\$ 500,000</u>	<u>\$ 496,726</u>	<u>\$ 468,782</u>	

Cash and Investment Report Charts
June 30, 2022





City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: July 26, 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 July 29, 2022 through August 29, 2022, pursuant to Brown Act provisions.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 22-5742, authorizing the City Council, City Boards, and all Commissions of the City continue to hold teleconferenced meetings from July 29, 2022, through August 29, 2022.

ATTACHMENTS

Attachment "A": Resolution No. 22-5742

RESOLUTION NO. 22-5742

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 JULY 29, 2022, THROUGH AUGUST 29, 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 July 29, 2022 and continuing until the earlier of August 29, 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 26th day of July, 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: July 26, 2022

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: CONSIDERATION OF ACCEPTANCE OF NOTICE OF COMPLETION FOR THE ADDITION TO THE IAN C. CALDERON SKATE PARK AT LA PUENTE PARK

BACKGROUND

At its Special City Council Meeting on November 17, 2022, City staff gave a report regarding a proposal from Spohn Ranch to construct a beginner area and a bowl at the skatepark.

Funding for the expansion of the skatepark would come from the Prop 68 per capita funds. An application was submitted in December 2021 to use the \$202,000 from the Prop 68 per capita funds. Additionally, to utilize these funds it would require the City to provide a 20% match. The match would come from the General Fund, which has already been budgeted in the fiscal year 2021/2022 Capital Improvement budget.

The City Council approved the funding of the skatepark expansion in the amount of \$202,000.00 using Prop 68 grant funds.

On February 8, 2022, the City Council approved a construction contract with Spohn Ranch, Inc. to construct a beginner area and a bowl at the skatepark at La Puente Park.

DISCUSSION

Spohn Ranch constructed a bowl and beginner skate area at the Ian C. Calderon Skatepark at La Puente Park. The total construction cost for the project was \$208,000.00. The project was completed on June 15, 2022.

FISCAL IMPACT

Funding for this project is included as part of the in the Fiscal Year 2021-22 Capital Improvement Program budget in the General Fund as well as the funding that was approved at the November 17, 2021 meeting for the use of Prop 68 funds.

RECOMMENDATION

It is recommended that the City Council: (1) accept the project as complete; and (2) authorize the City Clerk to execute the Notice of Completion.

ATTACHMENTS

Attachment “A”: Notice of Completion

RECORDING REQUESTED BY
CITY OF LA PUENTE
AND WHEN RECORDED MAIL TO

NAME CITY OF LA PUENTE
CITY CLERK
STREET 15900 East Main Street
ADDRESS
CITY La Puente CA 91744
STATE California
ZIP 91744

EXEMPT FROM FILING FEES PER GOV. CODE SECTION 6103

SPACE ABOVE LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.)

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of La Puente
3. The full address of the owner is 15900 East Main Street, La Puente, CA 91744
4. The nature of the interest or estate of the owner is: in fee.

(if other than Fee, strike "In fee" and insert, for example, "purchaser under contract of purchase", or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:
NAMES ADDRESSES

6. The full names and addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:
NAMES ADDRESSES

7. A work of improvement on the property hereinafter described was substantially completed on June 15, 2022.

8. The work done was: Construction of bowl and beginner skater area at the Ian C. Calderon Skatepark at La Puente Park.

9. The names of the contractor, if any, for such work of improvement was: Spohn Ranch, Inc.

February 8, 2022

(If no contractor for work of improvement as a whole, insert "None")

(Date of Contract)

10. The property on which said work of improvement was completed is in the City of: La Puente
County of Los Angeles, State of CA, and is described as follows: Ian C. Calderon Skatepark Expansion

11. The street address of said property is None

(If no street address has been officially assigned, insert "none".)

Executed on _____ at La Puente, CA

(Signature of Owner or corporate officer of Owner named in paragraph 2, or agent)

VERIFICATION

I, the undersigned, say: I am the City Clerk of the City of La Puente, the declarant of the foregoing Notice of Completion. I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct. Executed on _____ at La Puente, CA

City of La Puente, City Clerk

ATTACHMENT A



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: July 26, 2022

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Development Services

SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH MUNICIPAL WASTE SOLUTIONS FOR SB 1383 IMPLEMENTATION AND MONITORING IN THE AMOUNT OF \$57,524.00

BACKGROUND

Mandatory recycling of organic waste is the next step taken by the Legislature toward achieving California's aggressive recycling and greenhouse gas (GHG) emission goals. California disposes approximately 30 million tons of waste in landfills each year. Organic waste such as green materials and food materials are recyclable through composting and mulching, and through anaerobic digestion, which can produce renewable energy and fuel. Greenhouse gas (GHG) emissions resulting from the decomposition of organic wastes in landfills have been identified as a significant source of emissions contributing to global climate change.

State laws related to the recycling of organic waste are currently in effect and continue to be amended and added to address the harmful effects of landfilling this material. The mandatory diversion of organic waste is a critical component toward achieving California's aggressive recycling and GHG reduction goals.

As there is no enforcement mechanism in AB 1826 and due to the increased costs imposed by this Bill on businesses, despite the rigorous education and outreach, a large majority of businesses remain out of compliance. To address this statewide issue, State passed SB 1383 which took effect on January 1, 2022.

SB1383 places several requirements on the City. Amongst these requirements, the City must ensure Organic Waste Collection Service, including Food Waste, for all residential, commercial and multi-family properties. It must conduct outreach and education to all affected parties. The City must establish an Edible Food Recovery Program that retains edible food from the waste stream. It must ensure Commercial Edible Food Generators have access to Food Recovery Services. The City must also inspect and enforce compliance and maintain accurate and timely records of SB 1383 compliance. Further, it must procure Recycled Organic Waste Products like compost, mulch, and diesel gas equivalent.

The enforcement provisions in SB 1383 will assist jurisdictions, non-local entities, local education districts, state, federal facilities, and CalRecycle to achieve the state's climate goals and the 75 percent organic waste diversion goal by 2025 and into the future.

At its meeting of September 28, 2021 the City Council adopted Ordinance no. 21-976 amending Chapter 4.12 of Title 4 of the La Puente Municipal Code to include enforcement of mandatory recycling of organic waste and Ordinance no. 21-977 amending Chapter 2.20 of Title 2 of the La Puente Municipal Code to include procurement requirements of recovered organic waste products.

DISCUSSION

Staff contacted Municipal Waste Solutions due to the fact that they have been providing similar services for the City since June 2015 through a contract with Valley Vista Services for a fee proposal for services related to SB 1383 implementation and monitoring. Municipal Waste Solutions provided the City with a fee proposal of \$57,527 to provide these services which are provided as Attachment “A” to this report in the form of a Professional Services Agreement.

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 environmental consultant. 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 SB 1383 implementation and monitoring costs related to this agreement are available from a grant that has already been received from CalRecycle’s two-year SB 1383 Implementation Assistance Grant in the General Fund.

RECOMMENDATION

It is recommended that the City Council: (1) approve the Agreement with Municipal Waste Solutions for SB 1383 Implementation and Monitoring services in the amount of \$57,524.00; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

ATTACHMENTS

Attachment “A”: Professional Services Agreement

CITY OF LA PUENTE

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of July 26, 2022, between the City of La Puente, a municipal corporation (“City”), and Municipal Waste Solutions, 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 for a two-year term unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a manner in conformance with the standards of quality normally observed by an entity providing solid waste and recycling consulting 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 B (“Rate Schedule”), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Fifty Seven Thousand Five Hundred and Twenty Four dollars (\$57,524) 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 C attached hereto and incorporated herein by reference.

9. INDEPENDENT CONSULTANT

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

Consultant shall not incur or have the power to incur any debt, obligation, or liability whatever against the City, or bind the City in any manner.

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

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

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

14. NOTICES

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

If to City:

Bob Lindsey, City Manager
City of La Puente
15900 E. Main Street
La Puente, CA 91744
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:

Susan Contreras, Principal/Senior Consultant
Municipal Waste Solutions
P.O. Box 2045
Blue Jay, CA 92317
Tel: (909) 234-9099

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.

(Signatures on following page)

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CITY”

City of La Puente

“CONSULTANT”

Municipal Waste Solutions

By: _____

Bob Lindsey, City Manager

By: Susan Contreras

Susan Contreras, Principal

Attest:

By: _____

Sheryl Garcia, City Clerk

Approved as to form:

By: _____

Victor Ponto, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

Oversee Implementation & Monitoring of CalRecycle SB 1383

TASK I Program Requirements Review

MWS will review all relevant documents to identify program requirements and/or programs required for compliance. These documents and data sources include but are not limited to:

1. Review existing solid waste ordinances/franchise agreement requirements to determine modifications needed
 2. Draft the Franchise Agreement Amendment to include any necessary SB 1383 Requirements
 3. Review the City's Program Gaps
 4. Review Current Rate Sheet for Waste and Recycling
 5. Review Customer List identifying those recycling
 6. Review 3rd Party Recycling
 7. Review of Hauler Waste Assessments
 8. Review Hauler and City's progress on implementation
-

TASK II Implement Action Plan

MWS will meet with the City and the Franchised Hauler to:

1. Discuss any contract or rate structure changes that may be required
 2. Work with City and Hauler to draft new contract requirements as necessary to ensure services are being provided
 3. Review the Plan of Action with the necessary steps to implement the steps outlined
 4. Ensure that material collected is being taken to a proper facility for processing
 5. Review necessary reporting requirements
 6. Consider enforcement methods
-

7. Develop a plan and scope of waste assessments including identifying third party and/or self recycling.
 8. Oversee Hauler Waste Assessments
 9. Compile accounts to receive MWS drafted Non-Compliance and Exemption Letters
 10. Draft Letter to affected businesses advising of Mandatory Ordinance and Rates
 11. Coordinate and Oversee Hauler Workshops
 12. Complete identification and outreach to Tier 1 & 2 Food Generators
 13. Provide outreach to Food Banks and Food Recovery Services
-

TASK IV Monitoring & Reporting Requirements

1. Coordinate SB 1383 Workshops
 2. Compile Disposal and Edible Food Generation Data and File the City's Capacity Plan Reports
 3. Hold Dept Head Procurement Meeting and Oversee the City's Procurement Target Progress and File the Procurement Report
 4. Track all accounts compliance levels
 5. Approve and Track all Waivers Issued or Denied
 6. Conduct inspections of Tier 1 & Tier 2 Food Generators
 7. Review and Report to CalRecycle all Tier 1 & Tier 2 Food Generators Recovery Annual Reports for Compliance with Food Donations
 8. Review all Commercial Self Recycler and Third Party Recycling Quarterly Reports for Compliance
 9. Oversee Hauler Contamination Audit and Report to CalRecycle
 10. Oversee Compost Giveaway Events and Workshops
 11. Maintain the City's SB 1383 Enforcement Log
 12. Provide input on SB 1383 for the City's Website
 13. Administrate the SB 1383 Grant and file all required reports
-

TASK V City Liaison to CalRecycle

MWS will act as the City's liaison to CalRecycle for all regulatory compliance communications, revision of programs, data reports, Local Implementation Plan development, submittal of required reports and conference calls/Zoom type meetings

EXHIBIT B

RATE SCHEDULE

Cost of Services

Implementation & Monitoring of CalRecycle SB 1383

MWS will conduct these tasks over the next two (2) years, as directed by the City for a total not to exceed amount of \$57,524. Please note that the SB 1383 Grant Funding is \$57,524 and must be expended by 5/4/24. MWS shall perform any additional tasks requested outside of the scope of this proposal, in accordance with the rate schedule

MWS SCHEDULE OF RATES

Principal/Senior Consultant	\$110/Hr
Staff Consultant	\$85/Hr
Junior Staff	\$60/Hr
Administrative Staff	\$40/Hr
Subcontractor	Cost
Travel Expenses	\$.59/Mile
Reproduction	\$0.35/Pg

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to 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: July 26, 2022

From: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION OF AUTHORIZATION TO SOLICIT BIDS FOR IMPROVEMENTS AT EIGHT CROSSWALK LOCATIONS, FEDERAL PROJECT NO. HSIPL-5331(021)

BACKGROUND

In December 2016, the City was awarded \$783,600 in federal grant funds through the 8th cycle of the federal Highway Safety Improvement Program ("HSIP") to improve pedestrian safety at eight (8) high-pedestrian crosswalk locations located near schools ("Project"). The City subsequently received final approval for expenditure of the grant funding. The plans, specifications and estimates (PS&E) have been completed and the project is ready for solicitation of bids to construct the improvements.

DISCUSSION

The cost estimates and specifications for construction of this project have been completed and the project is ready to be advertised for formal bid. The plans and specifications are available for public review in the City Clerk's office. The engineer's estimate for the construction of the proposed improvements is \$920,000. The cost for the design phase of this project was \$101,868 which was completed in the prior fiscal year.

The eight crosswalk locations that will be improved through this grant include the following:

- Glendora Avenue at Sierra Vista Court
- Orange Avenue at Homeward Street
- Unruh Avenue at Giordano Street
- Central Avenue at Albert Street
- Del Valle Avenue at Loukelton Street
- Workman Street at 1st Street
- Main Street at 5th Street
- Main Street at Bluebonnet Street

The Project consists of crosswalk improvements to include the installation of rectangular rapid flashing beacons, curb extensions, advanced pavement markings, warning signs, high-visibility crosswalks and

ADA compliant access ramps. These improvements will help enhance pedestrian safety by improving the visibility of the pedestrian crossings and reducing the distance for pedestrians to cross the street.

The following is the proposed schedule for implementation of the Project:

July 26, 2022	Authorization to Solicit Bids
September 1, 2022	Bid Opening
September 27, 2022	Award of Contract
October 24, 2022	Begin Construction (Projected)
February 25, 2023	Project Completion (Projected)

FISCAL IMPACT

This project is included in the Fiscal Year 2022-23 Capital Improvement Budget in the amount of \$903,000, with \$786,000 appropriated from HSIP funds and \$117,000 appropriated from Measure M funds. A budget amendment utilizing available Measure M funds may be necessary following the bid opening when the City Council considers awarding the contract for this project.

RECOMMENDATION

It is recommended that the City Council: (1) approve the plans and specifications for the construction of the Improvements at Eight Crosswalk Locations; and (2) authorize Staff to solicit for bids.

ATTACHMENTS

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



City of La Puente **AGENDA REPORT**

To: Mayor and City Council For meeting of: July 26, 2022

From: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION OF ACCEPTANCE OF NOTICE OF COMPLETION FOR
STREET IMPROVEMENTS ON VARIOUS CITY STREETS FY 2020-21

BACKGROUND

On August 10, 2021, the City Council awarded a construction contract to Onyx Paving Company, Inc. in the amount of \$3,625,000 to complete the Street Improvements on Various City Streets FY 2020-21 Project ("Project").

DISCUSSION

On September 30, 2021, Onyx Paving commenced work on the Project and the Project was completed on May 13, 2022. The Project involved 6.5 miles of pavement resurfacing covering 43 street segments and included cold-milling the existing pavement; repairing localized pavement failures; constructing a rubberized asphalt concrete overlay; and repairing damaged sidewalk, curb & gutter, and driveways.

The contractor's bid price for this Project was \$3,625,000. During construction, there were several bid item quantity adjustments that resulted in a net increase of \$695,189.89, primarily due to the addition of four street segments to the Project and a significant increase in the quantity of sidewalk, curb & gutter, driveway, and cross-gutter repairs completed on the entire project that exceeded the original construction estimate.

There were also twelve change orders on the Project that amounted to \$135,919.03 and included the following items: median curb work and crosswalk at Stimson Ave/Old Valley Blvd; curb ramp repair at Tonopah Ave/Homeward St; stamped concrete samples at Hillcrest Drive and Stimson Ave; retaining curbs on Banbridge Ave; cold mill excess asphalt thickness on various streets; upsize storm drain pipe at Nantes Avenue/Ector Street; survey work and crushed aggregate base for curb & gutter repair on Lassalette Street; deep asphalt repairs on San Jose Avenue; remobilization of concrete & asphalt crews and utilities contractor for additional streets added to the Project; and restoring existing and adding new traffic striping & signage on the additional streets. The total construction cost for this project was \$4,456,108.92, which is 22.9% above the original contract amount due to the increased quantities and approved change order work.

FISCAL IMPACT

The Fiscal Year 2020-21 Capital Improvement Program budget included funding for this Project from the following funds: SB1 - \$700,000; 2019 Series A and B Bond Proceeds - \$4,179,200 for a total of \$4,879,200.

The original bid schedule for construction of this Project totaled \$3,625,000. With the 10 percent (10%) project contingency of \$362,500 and associated project costs for construction management, inspection, and material testing originally estimated at \$473,750, the estimated total project construction cost was \$4,461,250. On January 11, 2022, the Council approved a change order to include four additional street segments to the project estimated at \$255,000, increasing the total estimated project construction cost to \$4,716,250.

As a result of the change order and increase in unit quantities, the final cost for construction was \$4,456,108.92 with actual costs of \$506,117 for project management, construction observation and material testing, bringing the total Project cost to \$4,962,225.92. Therefore, a final Project close-out budget amendment in the amount of \$83,025.92 from available 2019 Series A and B Bond Proceeds is necessary to cover the final cost of the project.

RECOMMENDATION

It is recommended that the City Council: (1) accept the project as complete; (2) authorize the City Clerk to execute the Notice of Completion; and (3) adopt Resolution No. 22-5743 amending the adopted Capital Budget for Fiscal Year 2021-22.

ATTACHMENTS

Attachment "A": Notice of Completion
Attachment "B": Resolution No. 22-5743

RECORDING REQUESTED BY
CITY OF LA PUENTE
AND WHEN RECORDED MAIL TO

NAME CITY OF LA PUENTE
CITY CLERK
STREET 15900 East Main Street
ADDRESS
CITY La Puente CA 91744
STATE California
ZIP 91744

EXEMPT FROM FILING FEES PER GOV. CODE SECTION 6103

SPACE ABOVE LINE FOR RECORDER'S USE

NOTICE OF COMPLETION

Notice pursuant to Civil Code Section 3093, must be filed within 10 days after completion. (See reverse side for complete requirements.)

Notice is hereby given that:

1. The undersigned is owner or corporate officer of the owner of the interest or estate stated below in the property hereinafter described:
2. The full name of the owner is City of La Puente
3. The full address of the owner is 15900 East Main Street, La Puente, CA 91744
4. The nature of the interest or estate of the owner is: in fee.

(if other than Fee, strike "In fee" and insert, for example, "purchaser under contract of purchase", or "lessee")

5. The full names and full addresses of all persons, if any, who hold title with the undersigned as joint tenants or as tenants in common are:
NAMES ADDRESSES

6. The full names and addresses of the predecessors in interest of the undersigned, if the property was transferred subsequent to the commencement of the work or improvements herein referred to:
NAMES ADDRESSES

7. A work of improvement on the property hereinafter described was substantially completed on May 13, 2022.

8. The work done was: Street pavement resurfacing and related concrete repairs on various residential streets citywide.

9. The names of the contractor, if any, for such work of improvement was: Onyx Paving Company

August 10, 2021

(If no contractor for work of improvement as a whole, insert "None")

(Date of Contract)

10. The property on which said work of improvement was completed is in the City of: La Puente
County of Los Angeles, State of CA, and is described as follows: Street Improvements on Various Streets FY 2020-2021

11. The street address of said property is None

(If no street address has been officially assigned, insert "none".)

Executed on _____ at La Puente, CA

(Signature of Owner or corporate officer of Owner named in paragraph 2, or agent)

VERIFICATION

I, the undersigned, say: I am the City Clerk of the City of La Puente, the declarant of the foregoing Notice of Completion. I have read said Notice of Completion and know the contents thereof; the same is true to my own knowledge. I declare under penalty of perjury that the foregoing is true and correct. Executed on _____ at La Puente, CA

City of La Puente, City Clerk

ATTACHMENT A

RESOLUTION NO. 22-5743

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

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

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

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

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

SECTION 2. The City of La Puente’s Capital Budget for Fiscal Year 2021-2022 is hereby amended to increase expenditure appropriations in the 2019A Capital Project Fund (Fund 405) in the amount of \$41,550.00 and the 2019B Capital Project Fund (Fund 410) in the amount of \$41,550.00.

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

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

PASSED, APPROVED AND ADOPTED this 26th day of July, 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: July 26, 2022

From: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION OF A PURCHASE ORDER CONTRACT WITH SOUTHWEST MOBILE STORAGE FOR THE PURCHASE OF A SHIPPING CONTAINER OFFICE UNIT IN THE AMOUNT OF \$27,679.30

BACKGROUND

The City currently utilizes a retrofitted shipping container (40 feet in length by 8 feet in width) as an office for staff employed at the Maintenance Yard. Staff has determined that this is an adequate long-term solution, and that purchasing the container would offer a pricing advantage over the current lease.

DISCUSSION

In preparation for this purchase, staff solicited quotations from five (5) vendors for a shipping container office unit matching the specifications of the current unit. The City received four (4) responsive quotes. Southwest Mobile Storage, the company from which the City currently leases the container, provided the lowest price quote.

FISCAL IMPACT

The total price for purchase and delivery of the container office unit is \$27,679.30 to be appropriated from the Miscellaneous Grants Fund.

RECOMMENDATION

It is recommended that the City Council: (1) approve the purchase order contract with Southwest Mobile Storage for the purchase of a shipping container office unit in the amount of \$27,679.30; and (2) authorize the City Manager to execute, on behalf of the City, all documents necessary to effectuate the purchase order.

ATTACHMENTS

Attachment "A": Sales Quote

SALES QUOTE

QUOTE #COLATG7622LW



RENT
BUY
MODIFY

SOUTHWEST MOBILE STORAGE

9551 Lucas Ranch Rd
Rancho Cucamonga, CA 91730

Date: 7/6/2022

Rep Email: lisa.w@swmobilestorage.com

Rep Phone #: 909-296-3194

Sold To: City of La Puente

Ship To: La Puente

Troy Grunklee 626-855-1500 x 509

SALESPERSON			DELIVERY TIME	QUOTE EXP.	SHIPPING TERMS	PAYMENT TERMS
Lisa Weissenfels			Sale	30 Days	SMS Facility	Net 28
QTY	Bill Type	DESCRIPTION			LIST	PRICE
1		Used 8' x 40' Office (Open Bay)			\$ 24,900.00	\$24,900.00
1		Delivery			\$ 263.00	\$263.00
		There is a 3% credit card fee on all purchases over \$1000 in order to avoid that fee you can pay by cash, cashiers check or money order.				
Subtotal:						\$25,163.00
State Taxes:						\$2,516.30
Total Quote with Delivery:						\$27,679.30

Comments:



TUCSON, AZ
4975 N Casa Grande Hwy
520-292-1232

DENVER, CO
6400 Colorado Blvd
303-227-3881

PHOENIX, AZ
(CORP)
1005 N. 50th St
602-257-4484

LOS ANGELES, CA
9551 Lucas Ranch Rd
909-948-7700

SAN DIEGO, CA
9379 Frost-Mar Pl
619-498-1920

ATTACHMENT A

ACCEPTANCE OF PROPOSED OFFER AND TERMS:

Printed Name: _____
Signature: _____
Title: _____
Date: _____

Southwest Mobile Rep: _____
Quote Expiration (if different from T& 30 Days) _____
Date: _____

GENERAL RENTAL/SALE TERMS & CONDITIONS:

Quote is valid for 10 days from document date unless otherwise stated.

FOB: Nearest Southwest Mobile Storage, Inc. (SMS) location.

Specifications: This quote may or may not meet all requirements. Please read any exceptions that we may have taken to the specifications listed on the previous page. This quote is based on SMS understanding of your specifications, which are documented in this quotation. Any other specifications may or may not comply.

Acceptance: Upon acceptance by an authorized representative, the referenced Quote becomes a legal Rental Agreement or Sales Contract. Quotes, Contracts, Agreements or Purchase Orders are not valid unless approved and accepted in writing by SMS. Orders will be scheduled for fabrication after the signed quotation or customer purchase order has been received and acknowledged by SMS.

Cancellations: Orders cannot be scheduled, cancelled, changed or returned without prior permission by SMS. Changes to the original order must be made in writing via e-mail or fax. SMS accepts no responsibility for changes accepted unless such changes are agreed to and accepted by an authorized representative of Southwest Mobile Storage, Inc. Additional charges, if any, will be reflected in an addendum to the original contract. Acceptance is conditional upon reimbursement for consequential loss to SMS. Some changes may not be possible depending on when changes are requested during production of the order. Any and all cancelled orders shall be charged a minimum 30% restocking fee plus the cost of any modifications to return the container to its original condition.

Permits and Licenses: Any applicable permits, licensing or titling are not included with this quote unless specified as a line item. The customer is responsible for any additional taxes.

Site Preparation/Shipment: Unless previously agreed to and part of this Quotation, Customer will be required to complete all site work prior to delivery or installation including any and all soil reports, soil compaction, foundations, engineering and any reports that may be required by the respective municipality for building or site permits. Unless previously agreed to and part of this Quotation, Customer will be required to install all utilities to the container(s). The Customer must provide an accessible route for transport. All transportation is 6am to 2pm, Monday through Friday, unless noted on this quote. Second attempt deliveries or deliveries outside normal business hours will result in additional charges. All transportation is subject to standby fees if the driver waits longer than one-half hour. Southwest Mobile Storage shall not be responsible for damage, injury, cost, claims or liability in any form beyond the curb at the delivery location.

Credit: Credit is subject to Southwest Mobile Storage approval in its sole discretion. General terms of payment are established by SMS Credit Department. This quote does not constitute credit approval. All invoices are payable upon receipt. Customers may pay their invoice by Wire Transfer, Credit Card, Automatic Debit, Check by Phone, Credit Card by phone, Check or Cash. SMS charges a 3% transaction fee for payment by credit card. Invoices may also be paid on our web site at www.swmobilestorage.com.

Rental Agreements: Rental Contracts shall commence on the delivery date. Rental transportation includes, delivery, pick up and any applicable fuel surcharges. Rental rate is charged at a 28 day billing cycle. Customer accepts all responsibility for the equipment and contents while in their control. The SMS Damage Waiver Plan is available at an additional charge.

Sale Agreements: Specifications, floor plans and placement approval, sales contract or purchase order and down payment must be received prior to scheduling of construction. Unless credit has been previously approved, customized sales require an initial down payment of 30%. Unless otherwise specifically stated in this quote, balance is due at delivery. With prior approval, terms are Net 10 days. Sales or use taxes, property tax, manufacturer's or other excise tax levied by federal, state or municipal government, or any sub-division thereof, are the liability of the purchaser and if paid by SMS are chargeable to the purchaser. SMS reserves the right to cancel this contract and collect fees as noted upon:

1. Breach of contract by purchaser.
2. Failure by the purchaser to make payment as required.
3. If the purchaser is determined to be insolvent or declares bankruptcy, SMS may require advanced

payment or may cancel the order if SMS, in good faith, doubts the purchaser's ability to pay in general. No terms contained in the purchaser's purchase order, shipping request or any other communications shall vary the terms and conditions of this agreement, expressed herein, whether or not shipment of goods followed receipt of such purchase order or communication.

Storage Fees: Units stored at an SMS facility beyond 15 days of the originally scheduled delivery date will be charged 5% of the sell price per month.

Warranties: Used sale transaction equipment is sold on an "as is" basis with no guarantee. Refurbished equipment has a six (6) month limited warranty. New, customized equipment includes a limited one (1) year warranty from date of completion provided the Customer shall have complied with all User Manual instructions, recommendations and maintenance requirements. SMS in no event shall be liable for damages to persons or property arising out of the use of items rented or sold. This warranty supersedes all prior assurances, written or oral made by SMS, its agents or representatives.

Thank you for the opportunity to present this quote.



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: July 26, 2022

From: Bob Lindsey, City Manager

By: Hector Hernandez, Community Engagement Supervisor

SUBJECT: CONSIDERATION OF AUTHORIZATION OF AWARD OF A CONSTRUCTION CONTRACT TO ANOKIA, INC. FOR THE LA PUENTE PARK SNACK BAR TENANT IMPROVEMENT PROJECT IN THE AMOUNT OF \$100,500.00

BACKGROUND

The existing snack bar building located at La Puente Park requires upgrades in order to operate in safe and efficient manner. The scope of work for the project includes installation of new kitchen equipment, flooring, drywall repairs, plumbing fixtures, and associated electrical work.

DISCUSSION

On July 7, 2022, the City issued a Notice Inviting Informal Bids for La Puente Park Snack Bar Tenant Improvement (“Project”). The Notice Inviting Informal Bids for the Project was advertised in various construction industry related publications as required by municipal code and state law.

A bid opening was conducted on July 18, 2022, at 11:00 a.m. The City received zero (0) bids for the Project. Section 2.21.040 (h) of the La Puente Municipal Code authorizes the City to contract for the project by negotiated contract in the event that no bids are received.

Staff obtained proposals from three (3) contractors, including a proposal from Anokia, Inc. for the renovation project. The City had previously contracted with this firm to prepare the plans and specifications for the Project as well as to procure the new kitchen equipment. Based on this established history of satisfactory performance, staff recommends that the Project contract be awarded to Anokia, Inc.

FISCAL IMPACT

The price for the project is \$100,500.00. Funding for this project is available from the FY 2022-23 Capital Improvement Program budget from American Rescue Plan Act funds.

RECOMMENDATION

It is recommended that the City Council: (1) authorize the award of a contract for the La Puente park snack bar tenant improvement to Anokia, Inc. in the total amount of \$100,500.00; and (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount.

ATTACHMENTS

Attachment “A”: Agreement

CITY OF LA PUENTE
CONTRACT AGREEMENT
FOR
LA PUENTE PARK SNACK BAR TENANT IMPROVEMENT
IN THE CITY OF LA PUENTE

This contract agreement is made and entered into for the above-stated project this 26th day of July, 2022, by and between the City of La Puente, as AGENCY and ANOKIA INC., a California corporation, as Contractor.

WITNESSETH that AGENCY and Contractor have mutually agreed as follows:

ARTICLE I

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

ARTICLE II

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

ARTICLE III

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

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

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

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

Insurance shall name the City of La Puente, its officers, agents, and employees as additional insured by endorsement of the Contractor's policy. A copy of the endorsement, showing policy limits, shall be provided to the AGENCY on or before signing this contract.

ARTICLE VII

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

ARTICLE VIII

BLANK

ARTICLE IX

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

IN WITNESS WHEREOF, the parties hereto for themselves, their heirs, executors, administrators, successors, and assigns do hereby agree to the full performance of the covenants herein contained and have caused this contract agreement to be executed in duplicate by setting hereunto their names, titles, hands, and seals this _____ day of _____, 2022.

Contractor: _____
(Signature)

Name and Title (Printed) _____

Contractor's License No. _____

Agency Business License No. _____

Federal Tax Identification No. _____

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

AGENCY: _____
City Manager of the City of La Puente

Attested: _____
City Clerk of the City of La Puente

Date _____

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

Date _____

EXHIBIT "A"
PLANS AND SPECIFICATIONS
(to be attached)

- A. THIS PROJECT SHALL COMPLY WITH THE TECHNICAL REQUIREMENTS CONTAINED IN THE 2019 BUILDING CODE, 2019 CALIFORNIA BUILDING CODE, 2019 CALIFORNIA PLUMBING CODE, 2019 MECHANICAL CODE, 2019 CALIFORNIA ELECTRICAL CODE, 2019 CALIFORNIA GREEN BUILDING STANDARDS CODE, 2019 CALIFORNIA FIRE CODE, 2019 CALIFORNIA ENERGY CODE AND THEIR AMENDMENTS, INCLUDING CALIFORNIA STATE LAW.
- B. IT IS INTENDED THAT A COMPLETE OCCUPIABLE BUILDING PROJECT IS PROVIDED.
- C. THE GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION (A.I.A. LATEST EDITION) ARE A PART OF THESE CONTRACT DOCUMENTS. A COPY IS ON FILE AT THE ARCHITECT'S OFFICE.
- D. DUE TO THE NATURE OF THE WORK, ALL DIMENSIONS SHOWN SHALL BE CONSIDERED APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS PRIOR TO BEGINNING CONSTRUCTION. SHOP DRAWINGS SHALL BE SUBMITTED TO THE ARCHITECT FOR REVIEW PRIOR TO FABRICATION OF ANY ITEM. FAILURE TO ADHERE TO THIS PROCEDURE SHALL PLACE FULL RESPONSIBILITY FOR ANY ERRORS DIRECTLY UPON THE CONTRACTOR.
- E. INFORMATION CONCERNING EXISTING BUILDING STRUCTURE, SIZE, LOCATION OF EQUIPMENT, FINISHES, ETC. WAS OBTAINED FROM VARIOUS PLANS FOR CONSTRUCTION OF THE EXISTING BUILDING. EVERY EFFORT HAS BEEN MADE TO ACCURATELY DEPICT EXISTING CONDITIONS, HOWEVER ALL WORK MUST BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION. ANY CONFLICT BETWEEN THESE PLANS AND ACTUAL FIELD CONDITIONS SHALL BE REPORTED IMMEDIATELY TO THE ARCHITECT FOR VERIFICATION AND/OR CORRECTION.
- F. DO NOT SCALE THESE DRAWINGS. VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD. ANY DISCREPANCIES IN THESE DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE ARCHITECT PRIOR TO STARTING WORK.
- G. ALL PROPOSED SUBSTITUTIONS SHALL BE APPROVED BY THE ARCHITECT, IN WRITING, PRIOR TO INSTALLATION.
- H. THE GENERAL CONTRACTOR SHALL USE EXTREME CAUTION IN DEMOLITION OF EXISTING CONSTRUCTION. ANY ITEM STRUCTURAL IN NATURE AND SCHEDULED FOR DEMOLITION IN THIS DRAWING BUT NOT IDENTIFIED AS STRUCTURAL IN NATURE SHALL BE VERIFIED WITH THE ARCHITECT PRIOR TO DEMOLITION. BY FAILURE TO DO SO, THE CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE CONSEQUENCES OF SUCH ACTION.
- I. G.C. IS RESPONSIBLE FOR OBTAINING ALL PERMITS ASSOCIATED WITH THE PROJECT. THIS INCLUDES, BUT IS NOT LIMITED TO ELECTRICAL, MECHANICAL, PLUMBING, FIRE SPRINKLER, HOOD ANSUL, OR OTHER RELATED FIRE PERMITS, ENCROACHMENT PERMIT, ETC. OWNER WILL PAY FOR "CONNECTION FEES" ASSOCIATED WITH UTILITY PERMITS. OWNER IS REQUIRED TO PAY FOR TEMPORARY FACILITIES FEES AS REQUIRED TO COMPLETE THE WORK IN A TIMELY MANNER.
- J. G.C. SHALL PROVIDE EACH SUBCONTRACTOR WITH A COMPLETE AGENCY-PERMITTED DRAWING SET AT TIME OF CONSTRUCTION.
- K. THE CONTRACTOR SHALL SHORE AND/OR UNDERPIN EXISTING WORK AS REQUIRED TO SAFELY INSTALL NEW WORK. THIS WORK SHALL BE THE FULL RESPONSIBILITY OF THE CONTRACTOR AND NO ACT, DIRECTION OR REVIEW OF ANY SYSTEM OR METHOD BY THE ARCHITECT SHALL CHANGE OR AFFECT THE CONTRACTOR'S RESPONSIBILITY IN THIS MATTER. DEFLECTION OF EXISTING TO BE LIMITED TO 1/8" IN ORDER TO MAINTAIN INTEGRITY OF STRUCTURE.
- L. SCOPE OF WORK AND SPECIFICATIONS DOCUMENTS ARE INCLUDED AS CONTRACT DOCUMENTS FOR THIS PROJECT. IF THEY HAVE NOT BEEN PROVIDED TO YOU FOR THIS PROJECT PLEASE ASK THE OWNER OR THE OWNER'S REPRESENTATIVE FOR A COPY OF THE APPLICABLE SECTIONS.
- M. ALL MATERIALS STAGED TO BE USED FOR CONSTRUCTION SHALL BE PROTECTED FROM EXCESSIVE MOISTURE. IF THEY ARE EXPOSED TO MOISTURE THEY SHOULD BE ADEQUATELY DRIED BEFORE ENCAPSULATED INTO THE BUILDING.
- N. ALL PAINTS, ADHESIVES, COATINGS AND SEALANTS USED INSIDE THE BUILDING SHALL HAVE A LOW VOC CONTENT. NO PROPOSED CHANGE TO EXISTING BUILDING FOOTPRINT.
- O. CONTRACTORS RESPONSIBLE FOR THE CONSTRUCTION OF A WIND OR SEISMIC FORCE RESISTING SYSTEM/COMPONENT LISTED IN THE "STATEMENT OF SPECIAL INSPECTION" SHALL SUBMIT A WRITTEN STATEMENT OF RESPONSIBILITY TO AUTHORITY HAVING JURISDICTION INSPECTORS AND THE OWNER PRIOR TO THE COMMENCEMENT OF WORK ON SUCH SYSTEM OR COMPONENT PER SEC 1709.1.

GENERAL NOTES

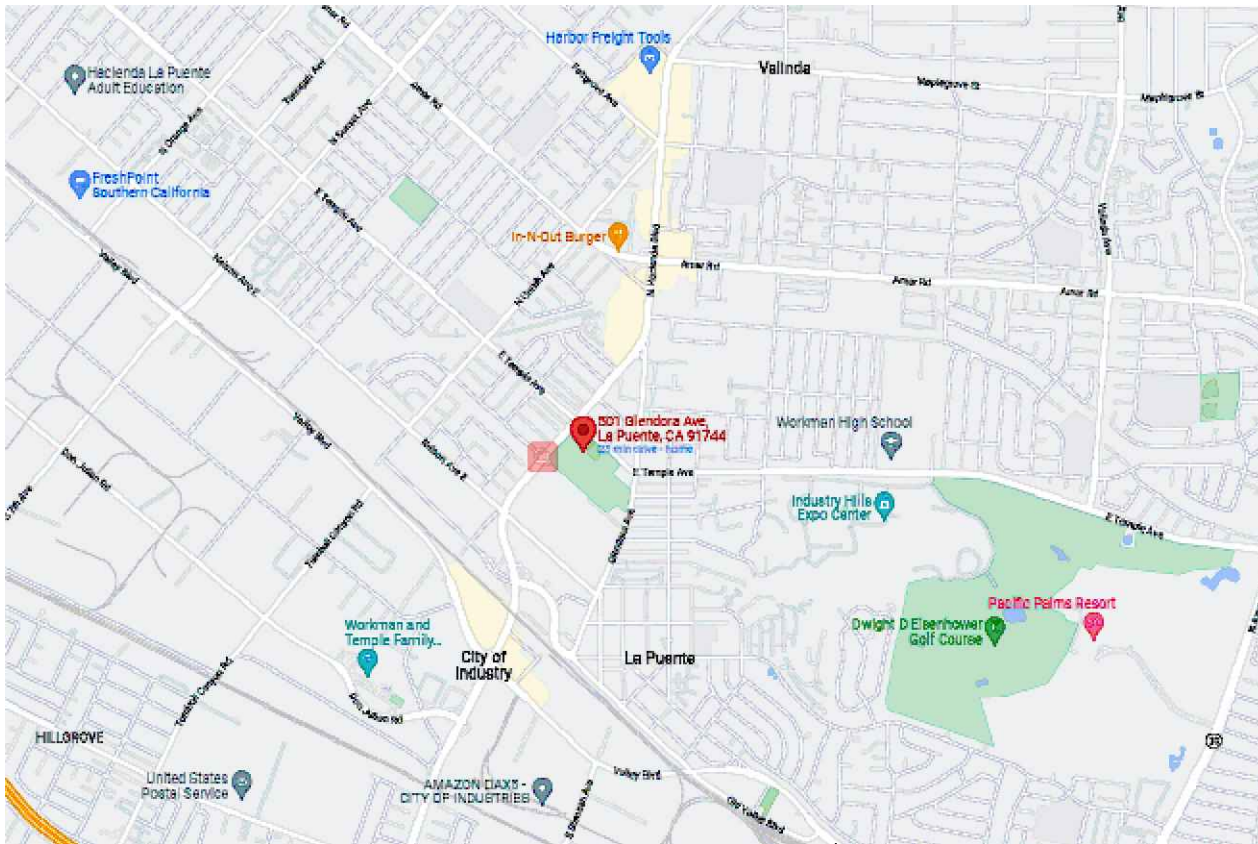
SCALE
N.T.S. 15

A-0.0 COVER SHEET
A-1.0 PROPOSED FLOOR PLAN / EQUIPMENT PLAN / EQUIPMENT SCHEDULE/
FINISH SCHEDULE
A-2.0 REFLECTED CEILING PLAN/ DETAIL
A-3.0 ELEVATION

P-0.0 PLUMBING SCHEDULE & LEGEND
P-1.0 WATER SUPPLY PLAN
P-2.0 WASTE & VENT PLAN
P-3.0 PLUMBING DETAILS

SHEET INDEX

SCALE
N.T.S. 14



VICINITY MAP

SCALE
N.T.S. 13

SITE PLAN

(E) TRASH ENCLOSURE

ACCESSIBLE PATH OF TRAVEL FROM
(E) PUBLIC WALKWAY
(48" MIN. WIDTH WALKWAY,
5% MAX. SLOPE IN THE DIRECTION OF
TRAVEL,
2% MAX. CROSS-SLOPE)

ACCESSIBLE PATH OF TRAVEL FROM
(E) ACC PARKING
(48" MIN. WIDTH WALKWAY,
5% MAX. SLOPE IN THE DIRECTION OF
TRAVEL,
2% MAX. CROSS-SLOPE)

(E) VAN- ACC. 13C
PARKING SIGN A-0.1

(E) VAN- ACC. 4
PARKING A-0.1

(E) CURB/ 8
RAMP A-0.1

PROPERTY LINE

NOT IN USE

PROJECT ADDRESS: 555 N GLENDORA AVE., LA PUENTE, CA 91744

PROJECT DESCRIPTION: TENANT IMPROVEMENT FOR A EXISTING SNACK BAR

- NEW KITCHEN EQUIPMENT & PLUMBING FIXTURES; RELOCATED WHERE INDICATED
- ASSOCIATED ELECTRICAL & PLUMBING WORKS
- EXISTING (1) EXHAUST HOOD SYSTEM
- EXISTING (1) ACCESSIBLE RESTROOM
- HVAC SYSTEMS ARE EXISTING; NO CHANGE

ASSESSOR PARCEL NO.: 8214-026-007

LEGAL DESCRIPTIONS: TRACT NO 606 LOT COM AT NE COR OF LOT 1 TR NO 11273 TH N 48°07' W TO A PT N 48°07' W 378.86 FT FROM E LINE OF LOT 423 TH N 41°53' E 165.04 FT TH NE ON A CURVE CONCAVE TO SE (R=25 FT) 39.23 FT TH SE ON SW LINE OF TEMPLE AVE AND S ON W LINE OF GLENDORA AVE TO BEG PART OF LOT 423

TOTAL AREA: 568 SF

OCCUPANCY GROUP: EXISTING: B / PROPOSED: B

CONSTRUCTION TYPE: V-B

FIRE SPRINKLERED: NO

NUMBER OF STORIES: 1

DEFERRED SUBMITTALS: EXTERIOR SIGNAGE
KITCHEN HOOD SUPPRESSION SYSTEM

CODE ANALYSIS: 2019 CALIFORNIA BUILDING CODE (2019 CBC)
2019 CALIFORNIA ELECTRICAL CODE (2019 CEC)
2019 CALIFORNIA PLUMBING CODE (2019 CPC)
2019 CALIFORNIA MECHANICAL CODE (2019 CMC)
2019 CALIFORNIA FIRE CODE (2019 CFC)
2019 CALIFORNIA GREEN BLDG. STANDARDS CODE (2019 CGBC)
2019 CALIFORNIA ENERGY CODE
CURRENT CITY/COUNTY CODE AMENDMENTS
CITY MUNICIPAL CODE

PROJECT SUMMARY

SCALE
N.T.S. 4



NEW ASIA FSE, INC.

3400 N. PECK ROAD,
EL MONTE, CA 91731
TEL: 626-575-5880
FAX: 626-575-5080
EMAIL: SALES@NEWASIA@AOL.COM

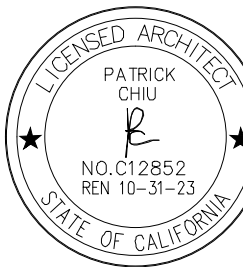
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LA PUENTE FOOD KIOSK
(T.I. - FOOD KIOSK)
555 N GLENDORA AVE., LA PUENTE, CA 91744

Job Name & Address:



Date:	03/22/2022
Dwg. No:	-
Drawn By:	-
Checked By:	MJ
Scale:	AS SHOWN

Title:

COVER SHEET

Sheet No.

A-0.0

SCALE
1/64"=1'-0" 1

EXISTING OR NEW	ITEM	EQUIPMENT	MANUFACTURER	MODEL	QTY	ELECTRICAL					PLUMBING				DESCRIPTIONS
						VOLT	PH	HP	WATTS	AMP	CW	HW	WST	BTU	
N	1	MOP BASIN	GSW	SEE 18181P	1						1/2"	1/2"	2"		DIRECT DRAIN FAUCET W/ VACUUM BREAKER, CLEANING SUPPLY SHELF & MOP/BROOM HANGER
N	2	3-COMP. D/W SINK	ATOSA	MRSA-3-D	1						3/4"	3/4"	3"		DIRECT DRAIN W/ UPSTREAM F/D; (3)18"x18"x12" TUB W/ (2) 18" DRAIN BOARD
E	3	COUNTER	CUSTOM MADE		2										34"H
E	4	ICE MACHINE- 22"	ICETRO AMERICA	IM-0550-AH-22	1	115	1		1725	15.00	1/2"		F/S		INDIRECT DRAIN TO F/S; FILTERED WATER; W/ ICETRO AMERICA IB-026-22 ICE BIN
N	5	PREP SINK	GSW	SE18181R	1						1/2"	1/2"	F/S		INDIRECT DRAIN TO F/S; (1)18"x18"x12" TUB W/ (1) 18" DRAIN BOARD
N	6	HAND SINK	SAPPHIRE	SMHS-01-D	1						1/2"	1/2"	2"		DIRECT DRAIN W/ SOAP & PAPER TOWEL DISPENSERS; W/ 6"H SIS SPLASH GUARDS
N	7	FRYER	ROYAL	REF-F-36	1									72,000	SELF-CONTAINED
N	8	CHEF BASE REFRIG 36"	ATOSA	MGF8448GR	1	115	1		265	2.30					
N	9	GRIDDLES-36"	COOKRITE	ATMG-36	1									90,000	SELF-CONTAINED
N	10	4-BURNER HOT PLATE- 24"	COOKRITE	AGR-4B	1									152,000	
N	11	2-DR SANDWICH TABLE	ATOSA	MSF8305GR	1	115	1		265	2.30					SELF-CONTAINED
N	12	2-DR WT REFRIGERATOR	ATOSA	MGF8402GR	1	115	1		265	2.30					SELF-CONTAINED
N	13	WORK TABLE 24" x 48"	EAGLE		1										
N	14	FOOD PAN WARMER	HEIMCO	8100A	2	120	1		552	4.80					SELF-CONTAINED
N	15	2-DR REFRIGERATOR	ATOSA	MBF8507GR	1	115	1		368	3.20					SELF-CONTAINED
N	16	2-DR FREEZER	ATOSA	MBF8503GR	1	115	1		989	8.60					SELF-CONTAINED
E	17	EMPLOYEE LOCKER	GSW	EL-6DR	1										W/ 6" H LEGS
E	18	AIR CURTAIN	MARS	36NCH	1	115	1		587	5.10					W/ MICRO-SWITCH, 1600 FPM MIN.
E	19	HOOD #1 (TYPE I)	CUSTOM MADE	8'-0" x 4'-0"	1										INTERLOCKS W/ MAKE-UP AIR #1
E	20	MAKE UP AIR #1	CUSTOM MADE		1										INTERLOCKS W/ HOOD #1
N	21	GREASE TRAP	ZURN	GT2700-50	1									50 GPM	
N	22	WATER HEATER	RHEEM	XG40T09HE40U Q++	1									40,000	40 GALLONS
N	23	DRY STORAGE SHELVING	EAGLE	4'-0" x 18"	1 LOT										4-TIER, 25% OF PREP AREA

* ALL EQUIPMENT SHALL BE APPROVED BY NSF, ETL, CSA, UL SANITATION OR BY APPROVED AGENCY; REFRIGERATOR SHALL MEET NEW NSF STANDARD 7

* All equipment, including shelving, must be supported by six (6) inch high easily cleanable legs, commercial casters, or completely sealed in position on a four (4) inch high continuously covered base or concrete curb.

EQUIPMENT SCHEDULE

NO.	SIZE	NO.	SIZE
1	SIGN ABOVE DOOR: "THIS/THESE DOOR(S) TO REMAIN UNLOCKED WHEN BUILDING IS OCCUPIED"	5	ELECTRICAL PANEL
2	SIGN OF INTERNATIONAL SYMBOL OF ACCESSIBILITY	6	ILLUMINATED EXIT SIGN W/ EMERGENCY LIGHT & 90 MIN. BATTERY BACKUP
3	TACTILE 'EXIT' SIGN	8	ACCESSIBLE CASHIER COUNTER- 34"H., 36"W MIN.
4	ACCESSIBLE "ALL-GENDER" RESTROOM SIGNAGE	10	ALL EXTERIOR WINDOWS ARE FIXED

SCALE
3/4" = 1'-0" 11

KEYNOTES

SCALE
N.T.S. 15

ROOM NAME	FLOOR	BASE	WALL	CEILING
KITCHEN	3/7	2/7/8	3/7	1/4/6/8
STORAGE	3/7	2/7/8	3/7	1/4/6/8
ALL-GENDER RESTROOM	3/7	2/7/8	3/7	1/4/6/8

FLOOR	BASE
1 6"X6" QUARRY TILES	1 6"H QUARRY TILES
2 CERAMIC / PORCELAIN TILES	2 6"H CERAMIC TILES (WHITE COLOR, TOPSET)
3 SEALED CONCRETE	3 6"H CERAMIC / PORCELAIN TILES
4 GALVANIZED METAL	4 6"H GALVANIZED METAL
5 TILE FLOORING	5 6"H WOOD BASE; PAINTED
6 CARPET OR WOOD	6 4" VINYL/RUBBER
7 SMOOTH FINISH	7 SMOOTH FINISH
8 EPOXY	8 3/8" RADIUS COVED
WALL	CEILING
1 DRYWALL	1 DRYWALL
2 PAINT	2 2X2 OR 2X4 T-BAR CEILING TILES
3 FRP ON WATER RESISTIVE DRYWALL	3 2'X2' OR 2'X4' WASHABLE T-BAR
4 WALL TILES (FULL-HEIGHT)	CEILING VINYL TILES
5 WOOD	4 PAINT
6 GALVANIZED METAL	5 GALVINIZED METAL
7 LIGHT COLOR, SMOOTH, NON-ABSORBENT, EASILY CLEANABLE	6 LIGHT COLOR, SMOOTH, NON-ABSORBENT, EASILY CLEANABLE
8 STAINLESS STEEL FLASHING	7 OPEN
9 SEMI GLOSS	8 SEMI GLOSS

FINISH SCHEDULE NOTES :

- WALLS AND CEILINGS IN ALL AREAS EXCEPT OFFICE, DINING AREA SHALL BE DURABLE, SMOOTH, NONABSORBENT, AND EASILY WASHABLE WITH A LIGHT COLORED (LIGHT COLORED IS DEFINED AS HAVING A LIGHT REFLECTANCE VALUE OF 70% OR GREATER) FINISH.
- ALL COUNTER SURFACES INCLUDING UNDERSIDE SHALL BE DURABLE, SMOOTH, NONABSORBENT, EASILY WASHABLE FINISH (MAY REQUIRE STAINLESS STEEL OR HIGH PRESSURE LAMINATE).
- TILES IN RESTROOMS, SERVICE AREA AND KITCHEN SHALL BE DURABLE, SMOOTH, NONABSORBENT, EASILY WASHABLE FINISH.
- FLOORING UNDER EQUIPMENT AND AT THE BASE COVES SHALL BE COMPLETELY SMOOTH, FLOOR SURFACES WHICH CONTAIN SLIP-RESISTANT AGENTS SHALL BE RESTRICTED TO TRAFFIC AREAS ONLY.
- ALL EQUIPMENT SHALL BE EITHER EASILY MOVABLE (IE., ON CASTERS), ON MIN. 8 INCH ROUNDED METAL LEGS, OR SEALED TO MIN. 4 INCH SOLID MASONRY ISLAND WITH MIN. THREE-EIGHTHS INCH COVED RADIUS.
- CONCRETE FLOOR MUST USE TOP-SET TYPE CERAMIC COVED BASE.
- WATER RESISTANT WALLS (IE. FRP, STAINLESS STEEL, TILES) ARE REQUIRED BEHIND ALL SINKS AND DISHWASHERS. MATERIAL TO BE MIN. 4 FT. HIGH FOR LA COUNTY, MIN. 8 FT. HIGH FOR OTHER COUNTIES. ALL RESTROOM WALLS TO HAVE MOISTURE RESISTANT GYPSUM BOARD BACKING.
- A MIN. 50-FOOT CANDLES OF LIGHT MEASURED 30" A.F.F. IN PREP AREAS; A MIN. 20-FOOT CANDLES OF LIGHT IN SAKE BAR, HANDWASHING AREAS, UTENSIL WASHING AREA, & RESTROOMS; A MIN. 10-FOOT CANDLES OF LIGHT IN STORAGE, JANITORIAL AREA & WALK-IN COOLER.

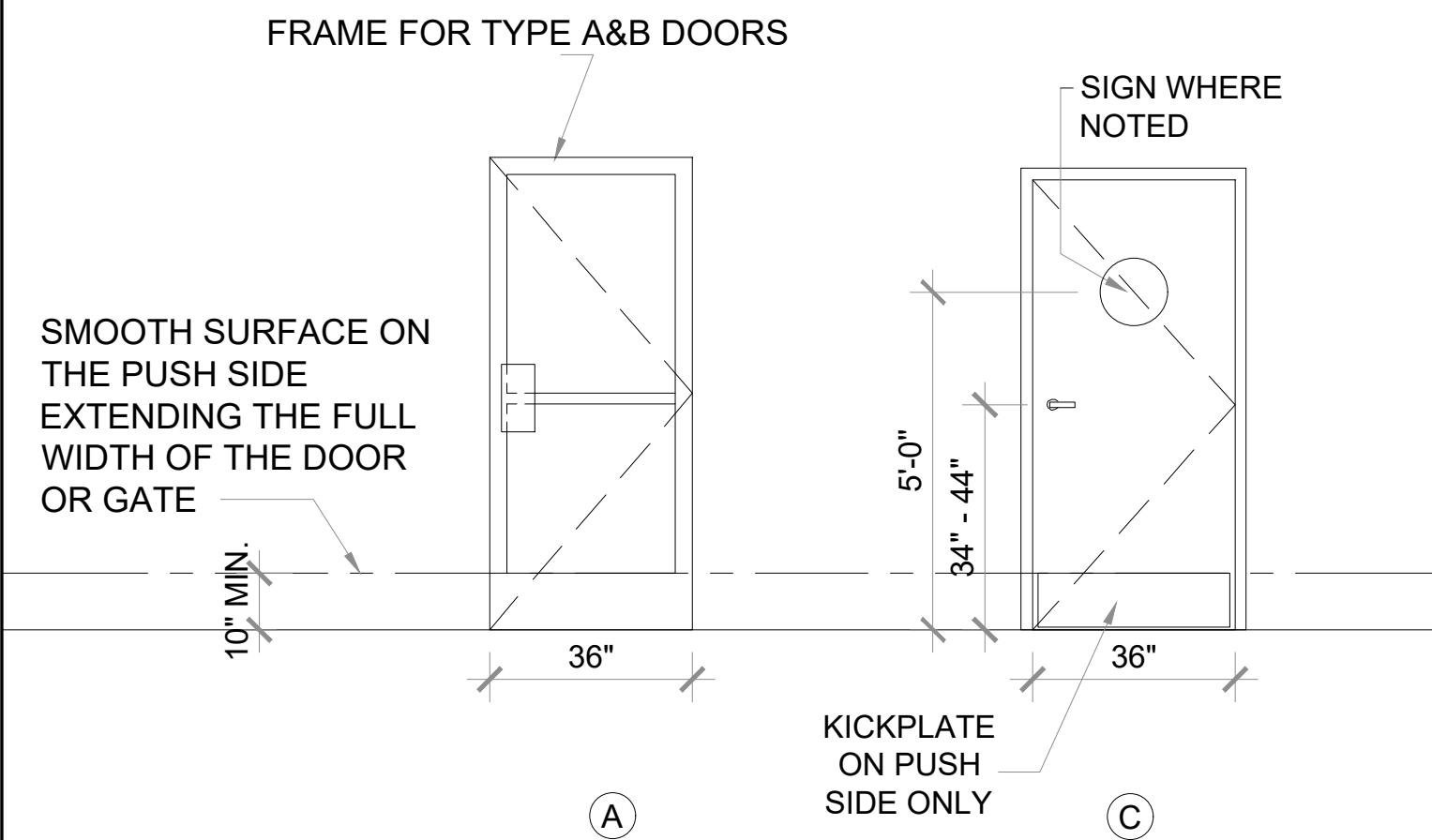
MATERIAL NOTES :
CEILING PANEL -- THE FOLLOWING CEILING PANELS ARE APPROVED.
U.S. GYPSUM #3270 VINYL ROCK
FLOOR COVERING -- THE FOLLOWING ARE APPROVED.
TILES -- DAL TILES OR EQUIVALENT.
TOPSET CERAMIC COVED BASE -- B&W TILE CO. #S-3619T
CONCRETE SEALER -- AMERTONE #7101, AQUA MIX® SEALER'S CHOICE® GOLD.
ALL FINISHES SHALL COMPLY WITH CBC CHAP. 8, TABLE 803.9.
INTERIOR FLOOR FINISHES SHALL COMPLY WITH SECTION 804.

FINISH SCHEDULE

SCALE
N.T.S. 13

DOOR SCHEDULE

SCALE
N.T.S. 9



DOOR ELEVATIONS

SCALE
N.T.S. 10

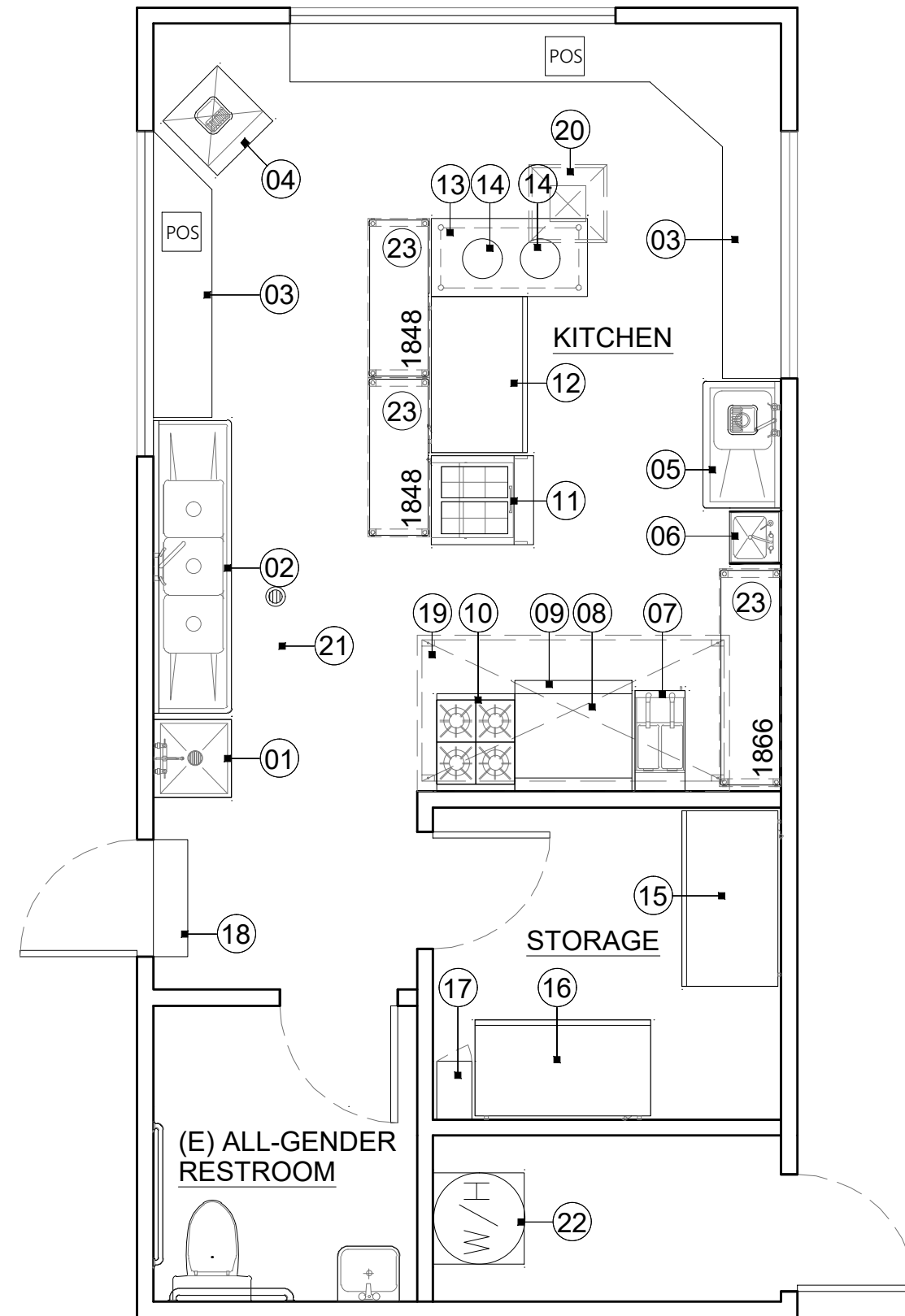
NO.	SIZE	THK.	TYPE	MATERIAL	FINISH	HARDWARE	REMARK
A	3'-0" x 7'-0"	1-3/4"	SWINGING	ALUM. W/ TEMP. GLASS	PRE-FINISHED	PUSH-PULL	NOTES 1, 2, 3
C	3'-0" x 7'-0"	1-3/4"	SWINGING	WOOD	PAINTED	LEVER	NOTES 1, 3, 5
C1	3'-0" x 7'-0"	1-3/4"	SWINGING	WOOD	PAINTED	LEVER	NOTES 1

NOTES:

- MANUALLY OPERATED EDGE- OR SURFACE-MOUNTED FLUSH BOLTS AND SURFACE BOLTS ARE PROHIBITED.
- GLAZED PANELS AT LOCATIONS WITHIN 18" ABOVE WALKING SURFACE SUBJECT TO HUMAN IMPACT SHALL BE OF TEMPERED GLASS.
- SELF-CLOSING, TIGHT-FITTING DOOR ASSEMBLY.
- MANUFACTURER: ELIASON; MODEL NO: LWP-3
- DOOR WITH PRIVACY LOCK
- GLAZING IN DOORS SHALL COMPLY WITH SEC. 2406.4.1
- GLAZING ADJACENT TO DOORS SHALL COMPLY WITH SEC. 2406.4.2
- ALL EGRESS DOORS SHALL BE READILY OPENABLE FROM THE EGRESS SIDE WITHOUT THE USE OF A KEY, OR SPECIAL KNOWLEDGE, OR EFFORT. 1008.1.9; THE LOCKING DEVICE IS READILY DISTINGUISHABLE AS LOCKED.
- A READILY VISIBLE DURABLE SIGN IS POSTED ON THE EGRESS SIDE ON OR ADJACENT TO THE EXIT DOOR STATING: THIS DOOR TO REMAIN UNLOCKED WHEN THE SPACE IS OCCUPIED. THE SIGN SHALL BE IN LETTERS 1 INCH HIGH ON A CONTRASTING BACKGROUND.
- FOR EXIT DOOR, THE USE OF THE KEY-OPERATED DEVICE IS REVOCABLE BY THE BUILDING OFFICIAL FOR DUE CAUSE CBC 1010.1.9.3

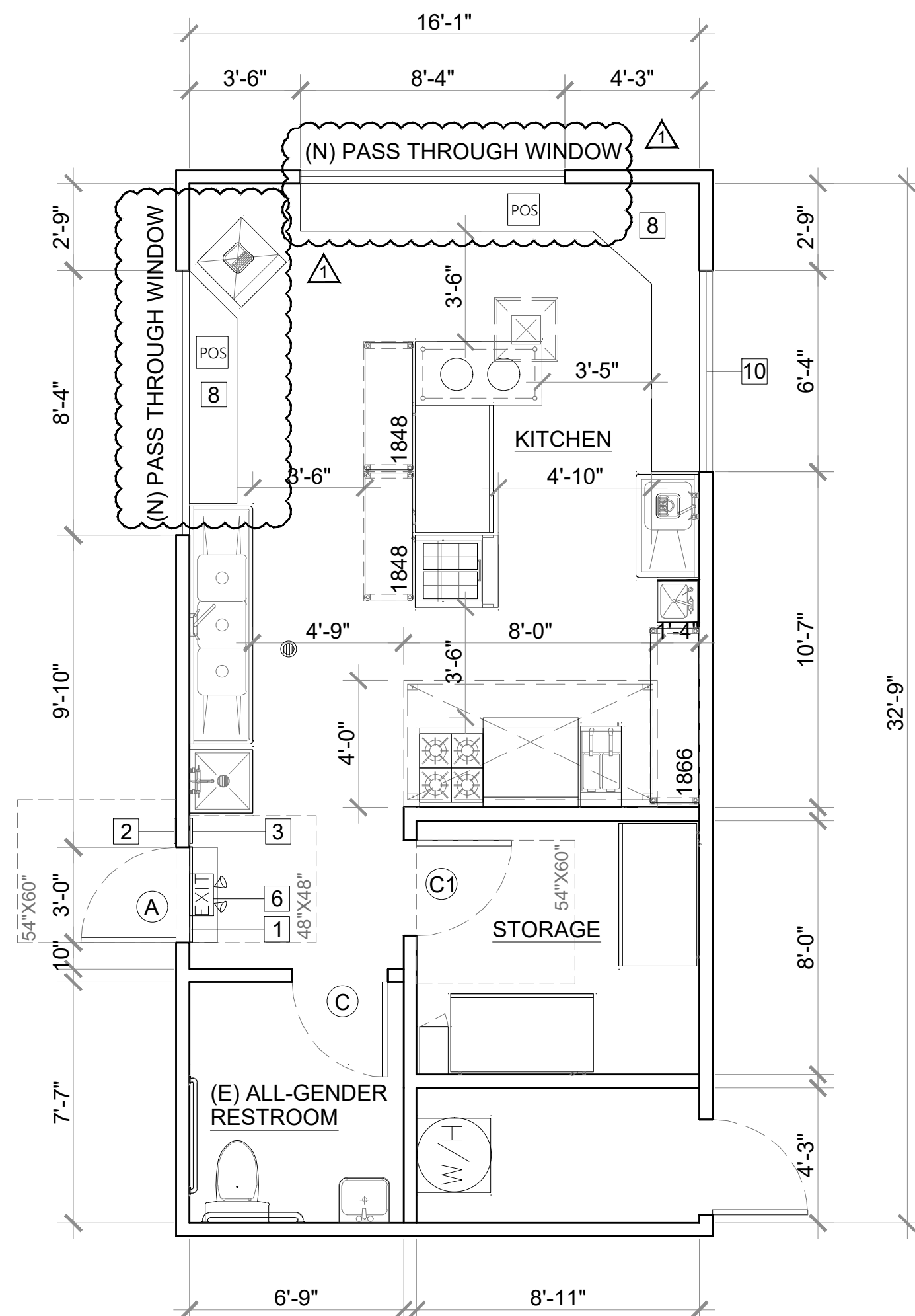
EQUIPMENT PLAN

SCALE
1/4"=1'-0" 3



PROPOSED FLOOR PLAN

SCALE
1/4"=1'-0" 1



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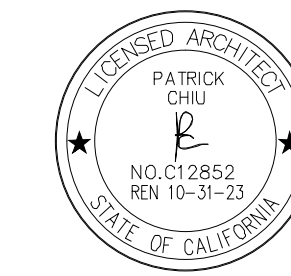
3400 N. PECK ROAD,
EL MONTE, CA 91731
TEL: 626-975-5880
FAX: 626-975-5080
EMAIL: SALES@NEWASIA@AOL.COM

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Job Name & Address:
LA PUENTE FOOD KIOSK
(T.I. - FOOD KIOSK)
555 N GLENDORA AVE., LA PUENTE, CA 91744



Date:	03/22/2022
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THIS
PROPOSED FLOOR
PLAN/ EQUIPMENT
PLAN/EQUIPMENT
SCHEDULE/ FINISH
SCHEDULE

Sheet No.

A-1.0

COMMERCIAL HOODS/MECHANICAL EXHAUST DATA SHEET
(One sheet per hood)

Equipment To Be Placed Under Exhaust Hood:

Exhaust Hood Specifications:

Make-up Air Supply

20

Diagram 1 (Top Left): Shows a cove base installed on a floor. Labels include: "WALL, COUNTER, OR CURB" (pointing to the vertical surface), "6" HI. QUARRY OR PORCELAIN COVE BASE TILES TO BE AN INTEGRAL UNIT WITH FLOOR." (pointing to the vertical base), "3/8" RADIUS COVE" (pointing to the curved transition), and "QUARRY OR PORCELAIN FLOOR TILES" (pointing to the horizontal floor surface).

Diagram 2 (Top Right): Shows a slim foot cove base installed on a floor. Labels include: "WALL, COUNTER, OR CURB" (pointing to the vertical surface), "SLIM FOOT TOP-SET CERAMIC COVE BASE" (pointing to the vertical base), "3/8" RADIUS COVE" (pointing to the curved transition), and "QUARRY OR PORCELAIN FLOOR TILES" (pointing to the horizontal floor surface).

Diagram 3 (Bottom Left): Shows a slim foot cove base installed on a floor. Labels include: "WALL, COUNTER, OR CURB" (pointing to the vertical surface), "SLIM FOOT TOP-SET CERAMIC COVE BASE" (pointing to the vertical base), "3/8" RADIUS COVE" (pointing to the curved transition), and "QUARRY OR PORCELAIN FLOOR TILES" (pointing to the horizontal floor surface).

Diagram 4 (Bottom Right): Shows a slim foot cove base installed on a concrete surface. Labels include: "WALL, COUNTER, OR CURB" (pointing to the vertical surface), "SLIM FOOT TOP-SET CERAMIC COVE BASE" (pointing to the vertical base), "3/8" RADIUS COVE" (pointing to the curved transition), and "TOP-SET COVE BASE ON CONCRETE" (pointing to the horizontal concrete surface).

SCALE	11
N.T.S.	

SCALE	7
N.T.S.	

SCALE 3
N.T.S

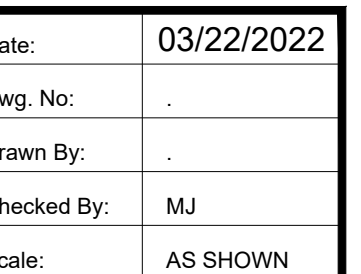


SCALE	9
1/4"=1'-0"	

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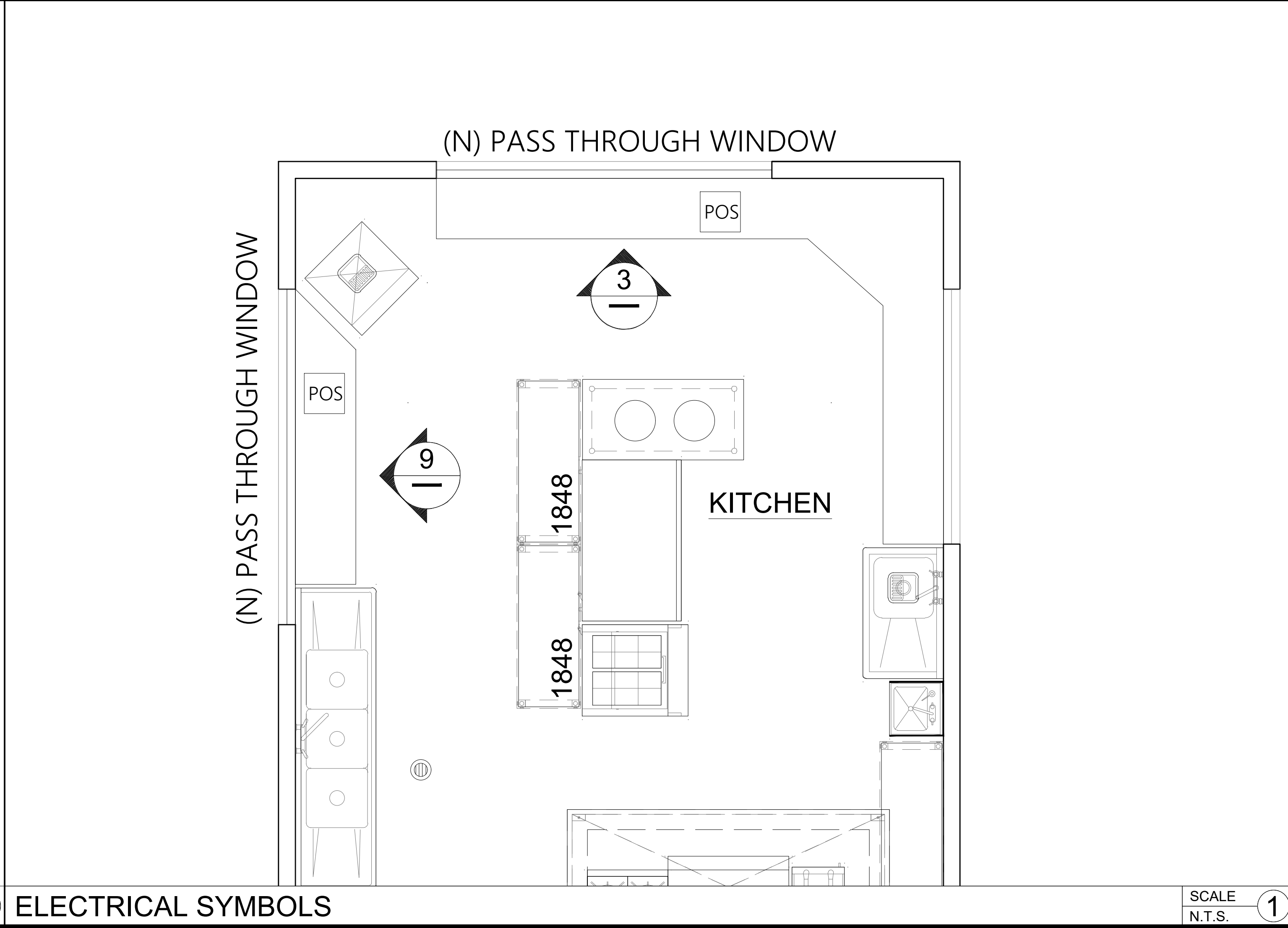
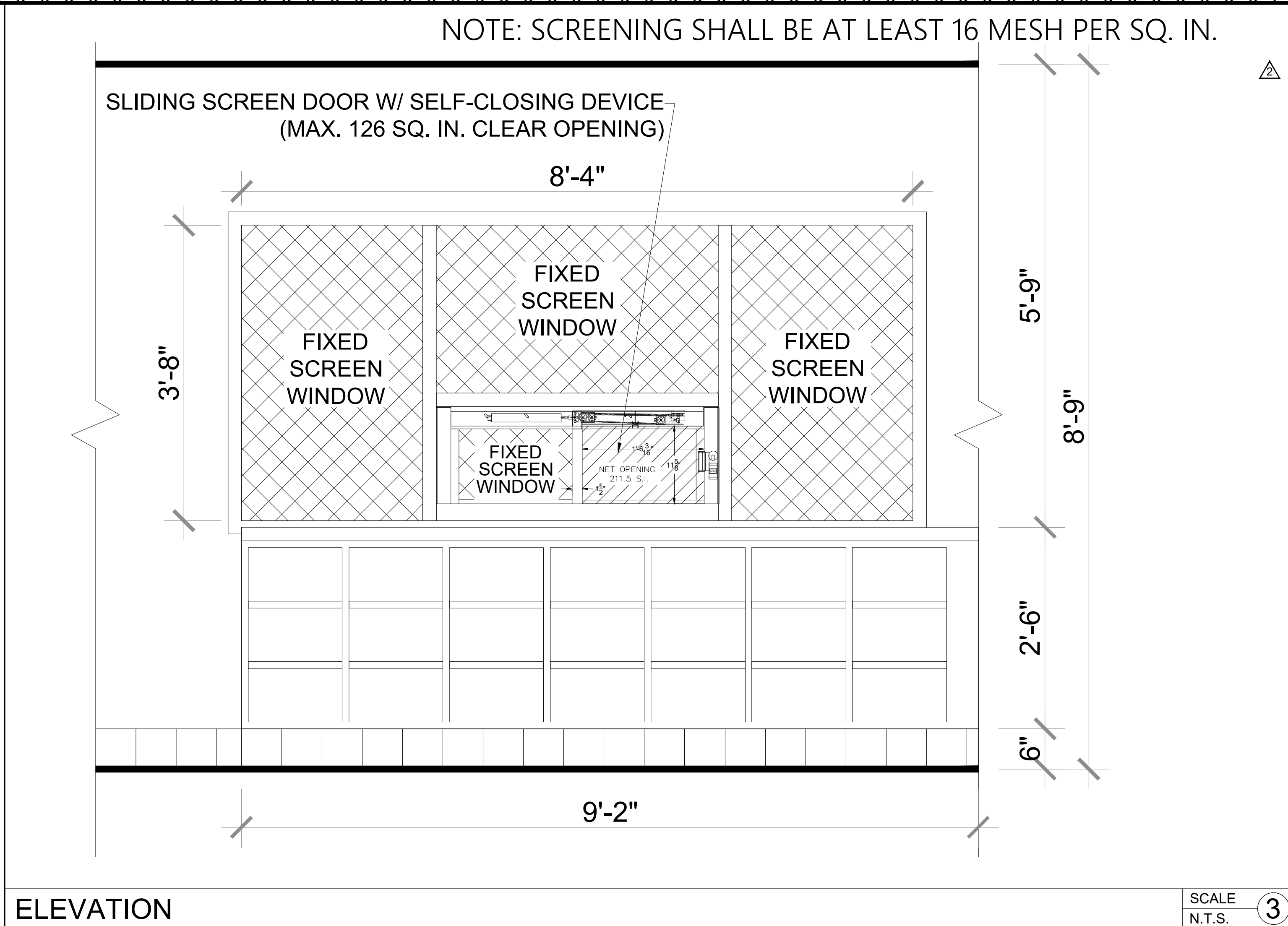
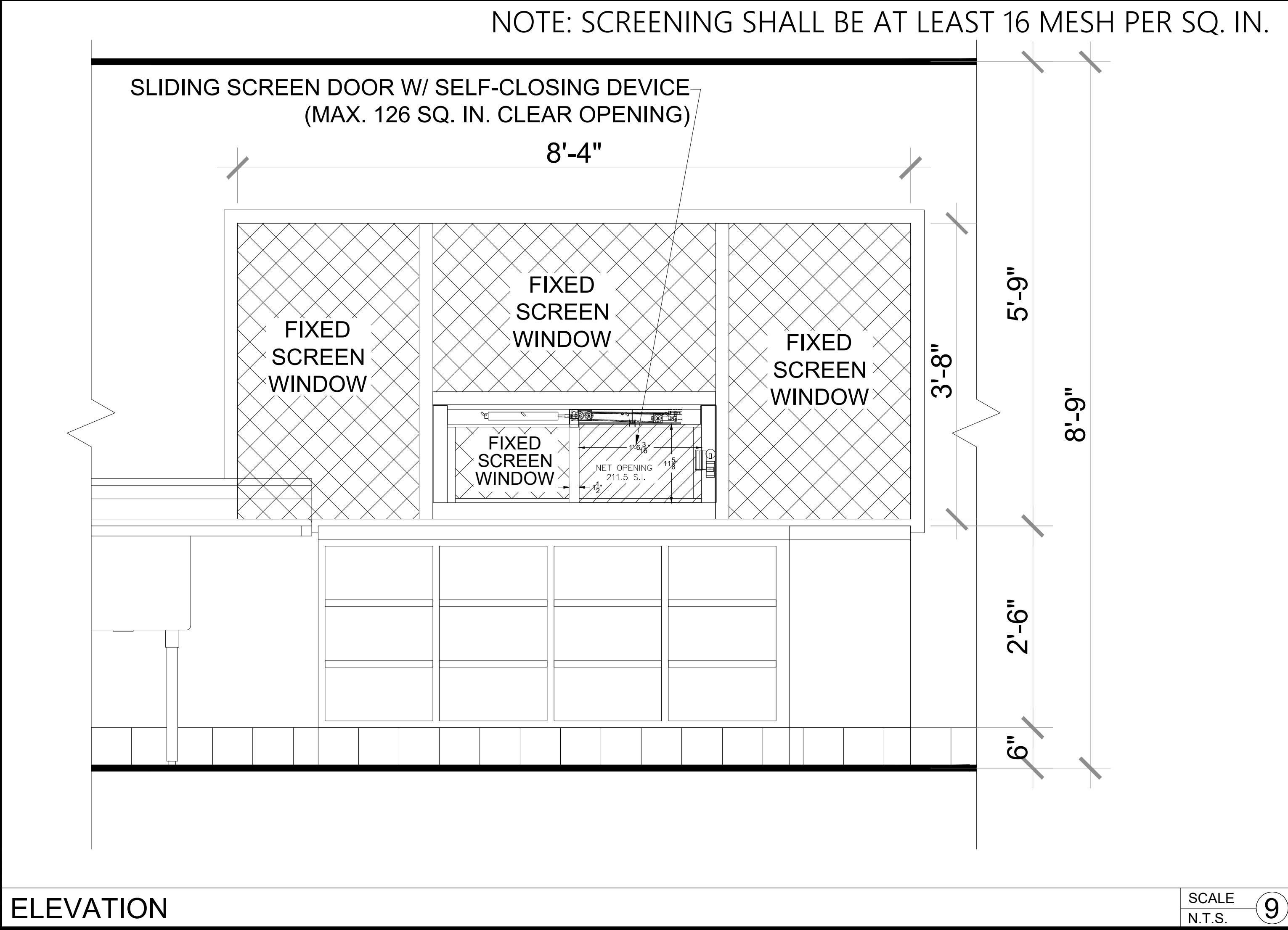


SCALE 1
1/4"=1'-0"

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Sheet No.

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3400 N. PECK ROAD,
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TEL: 626-575-5080
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Drawn By:	-
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Scale:	AS SHOWN
Title:	ELEVATION
Sheet No.	A-3.0

1. SOIL AND WASTE PIPE SHALL SLOPE 2% MINIMUM, UNLESS OTHERWISE NOTED OR REQUIRED BY CODE.		2. ALL DRAWN WATER & GAS LINES SHALL BE KEPT TIGHT TO THE UNDERSIDE OF EQUIPMENT & SECURED IN PLACE.		3. VERIFY THE LOCATION OF THE SANITARY SEWER ON THE SITE PLAN AND SHALL REVISE THE SEWER SYSTEM AS REQUIRED.		4. PROVIDE TRAP PRIMERS FOR FLOOR DRAINS IN RESTROOMS, WHERE REQUIRED BY CODES. PROVIDE DEEP SEAL TRAPS FOR FLOOR DRAINS WITHOUT TRAP PRIMERS.		5. ALL CLEANOUTS SHALL BE INSTALLED WHERE READILY ACCESSIBLE. THE CONTRACTOR SHALL COORDINATE ALL CLEANOUT LOCATIONS WITH EQUIPMENT, CABINETS, ETC. AND THE OWNERS REPRESENTATIVE PRIOR TO ANY INSTALLATION.		6. ALL VALVES, TRAP PRIMERS, WATER HAMMER ARRESTORS OR OTHER EQUIPMENT SHOWN IN WALLS OR ABOVE NON-ACCESSIBLE CEILING SHALL BE INSTALLED BEHIND AN ACCESS PANEL.		7. ALL PLUMBING FIXTURE VENTS SHALL TERMINATE A MINIMUM OF 12 INCHES FROM ANY VERTICAL SURFACE AND 10 FEET FROM ANY OUTSIDE AIR INTAKE.		8. PROVIDE GAS PIPING TO UNITS AND ALL FINAL CONNECTIONS REQUIRED FOR OPERATION.		9. INSTALL SHUT-OFF VALVES ON ALL HOT & COLD WATER LINES TO FIXTURE OR APPLIANCE. ALL EXPOSED WATER AND WASTE LINES TO BE CHROME PLATED.		10. PROVIDE A LEVER HANDLE GAS SHUT-OFF VALVE IN THE BRANCH PIPING OF EACH APPLIANCE OR PIECE OF EQUIPMENT, FOR EACH APPLIANCE INSTALL QUICK DISCONNECT, FLEXIBLE PIPE WHEN ALLOWED BY CODE AND RESTRAINING DEVICE FURNISHED BY OWNER, PROVIDE PRESSURE REDUCING VALVES AT EACH PIECE OF EQUIPMENT OR APPLIANCE, IF GAS PRESSURE GREATER THAN 10"WC IS USED DOWNSTREAM FROM THE GAS METER.		11. ALL VALVES, UNIONS, ETC. SHALL BE SAME SIZE AS PIPE UNLESS OTHERWISE INDICATED ON DRAWINGS.		12. REFER TO KITCHEN EQUIPMENT DRAWINGS FOR PLUMBING ROUGH-IN SCHEDULE & FOR ADDITIONAL WORK TO BE FURNISHED & INSTALLED BY CONTRACTOR. ALL ROUGH-IN PLUMBING AND FINAL CONNECTIONS TO KITCHEN EQUIPMENT SHALL BE MADE BY THE CONTRACTOR U.O.N.		13. REFER TO MECHANICAL SHEETS FOR HVAC AND HOOD PLUMBING REQUIREMENTS.		14. ALL GAS LINES SHALL BE SUPPORTED SEE SPECS.		15. ALL FLOOR SINKS AND FLOOR DRAINS IN TRAFFIC AREAS SHALL BE INSTALLED FLUSH TO FLOOR SURFACE.		16. PROVIDE WATER HAMMER ARRESTOR FOR ALL HAND SINKS AND URINAL WATER LINES.		17. PROVIDE AIR GAPS FOR INDIRECT DRAINS AS REQUIRED BY CODE. AIR GAP SHALL BE MINIMUM 2 TIMES THE DIAMETER OF THE INDIRECT DRAIN.		18. PRIOR TO COMMENCING WORK ON THIS PROJECT, VERIFY DEPTH, SIZE, LOCATION AND CONDITION OF ALL EXISTING UTILITIES IN FIELD. SHOULD CONDITIONS EXIST OTHER THAN THOSE INDICATED WHICH WOULD CAUSE THE DESIGN TO BE ALTERED, CONTRACTOR SHALL NOTIFY OWNER AND ARCHITECT IMMEDIATELY.		19. COORDINATE INSTALLATION OF PLUMBING WORK WITH ALL OTHER TRADES SO AS TO AVOID UNNECESSARY DELAY OR INTERFERENCES, CONTRACTOR SHALL REVIEW ARCHITECTURAL AND EQUIPMENT SHEETS,		20. FURNISH & INSTALL ALL BACK FLOW PROTECTION DEVICES REQUIRED BY AGENCIES HAVING JURISDICTION, BACK FLOW DEVICES REQUIRING TESTING SHALL BE INSTALLED NO HIGHER THAN 5'-0" A.F.F.		21. PROVIDE CONDENSATE DRAIN FROM A/C UNITS TO APPROVED DRAIN, GAS PIPING TO UNITS AND ALL FINAL CONNECTIONS REQUIRED FOR OPERATION,		22. THE OWNER OR KITCHEN EQUIPMENT SUPPLIER MAY SUBSTITUTE EQUIPMENT OR THE EQUIPMENT MAY VARY FROM WHAT IS SHOWN, THEREFORE, VERIFY ALL CRITICAL DIMENSIONS WITH THE OWNER PRIOR TO CONSTRUCTION, FAILURE OF THE CONTRACTOR TO VERIFY THESE DIMENSIONS SHALL PLACE THE RESPONSIBILITY FOR ANY SUBSEQUENT RELOCATION DIRECTLY UPON THE CONTRACTOR,		23. ALL WATER LINES SHALL BE RUN OVERHEAD U.O.N.		24. ALL WATER LINES SHALL BE FLUSHED PRIOR TO CONNECTING ANY FIXTURES OR EQUIPMENT.		25. PROVIDE ESCUTCHEON PLATES AND SILICONE SEALANT AT ALL UTILITY PENETRATIONS INTO WALLS, CEILINGS AND FLOORS, DO NOT USE CAULKS OR EXPANDING FOAMS FOR SEALANT.		26. ABS WASTE PIPE CAN BE SUBSTITUTED FOR BLACK IRON WASTE PIPE WHERE ALLOWED BY LO CAL MUNICIPALITIES.																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									
CODE :		2019 CALIFORNIA PLUMBING CODE (2019 CPC) CURRENT CITY / COUNTY AMENDMENTS																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									

PERFORMANCE PLUS®

The new degree of comfort™

The PERFORMANCE PLUS® atmospheric gas water heaters are engineered for more hot water at a low operating cost

Efficiency

• .68 - .65 UEF

Performance

• FHR: 68 - 81 gallons

• Recovery: Up to 40.4 GPH at a 90° F rise, depending on model

Diagnostic Valve

• Self powered diagnostic gas control valve for improved monitoring and service

Low Emissions

• Eco-friendly burner, low NOx design

• Meets 40 ng/J NOx requirements

Self-Cleaning

• Fights sediment and mineral build-up

• Reduces fuel costs

Maintenance Free Burner System

• Exclusive air/fuel shut-off device

• Maintenance free – no filter to clean

• Disables the heater in the presence of flammable vapor accumulation

Longer Life

• Premium grade anode rod provides long-lasting tank protection

High Altitude Compliant

• All models certified up to 8,500 ft. above sea level, some models certified up to 10,200 ft. See specifications chart**

Plus...

• Easy to light – no matches required

• Temperature and pressure relief valve included

• Low lead compliant

Warranty

• 9-Year limited warranty for tank and parts, 2-year full in-home labor warranty*

Units meet or exceed ANSI requirements and have been tested according to DOE procedures. Units meet or exceed the energy efficiency requirements of NAECA, ASHRAE standard 90, IECC Code and all state energy efficiency performance criteria.

12000 FORM NO. 1103-P+HE Rev. 5

LEAD Paint - 1

PERFORMANCE PLUS Atmospheric

40 and 50-Gallon Capacities

Up to 40,000 Btu/h

12000 FORM NO. 1103-P+HE Rev. 5

LEAD Paint - 1

Combustion Shut-off System

Flame Arrestor Plate

Maintenance Free

PERFORMANCE PLUS® Atmospheric Gas Specifications

Unit Type	Description	Model Number	Rated Gas Input (Btu/h)	Recovery (GPH) at 90°F Rise	First Hour Rating (Gallons)	Alt. to Tank (inches)	Alt. to Tank (feet)	Water Connections (inches)	Alt. to Side (inches)	Water Connections (inches)	Shipping Weight (lbs)	Uniform Energy Factor (UEF)
Standard Gas	Tall	50	48	33.3	68.0	14	3.6	8	52-1/2	3/4	180	0.64
Standard Gas	Short	40	38	25.4	50.0	14	3.6	8	52-1/2	3/4	125	0.65
Standard Gas	Short	40	38	25.4	50.0	14	3.6	8	52-1/2	3/4	125	0.58
Low NOx Gas	Tall	50	48	33.3	68.0	14	3.6	8	52-1/2	3/4	180	0.64
Low NOx Gas	Short	40	38	25.4	50.0	14	3.6	8	52-1/2	3/4	125	0.65
Low NOx Gas	Short	40	38	25.4	50.0	14	3.6	8	52-1/2	3/4	125	0.58

Uniform Energy Factor and rated gallon capacity based on Department of Energy (DOE) requirements.

**Models certified up to 12,000 ft. above sea level.

FLUE

H HOT WATER CONNECTION

H COLD WATER CONNECTION

ANODE ROD

3/4" N.P.T. RELIEF VALVE OPENING

1/2"

A

B

C

D

G

NO	FIXTURE TYPE	GPH	QUANTITY	TOTAL
1	3-COMP. DISHWASHING SINK (18"X18"X12")	45	1	45.0
2	1-COMP. PREP SINK	5	1	5.0
3	MOP SINK	15	1	15.0
4	HAND SINK	5	1	5.0
5	LAVATORY	5	1	5.0
6				
7				
8				
9				
10				
MIN. FIXTURE UNITS @ 50 °F TEMPERATURE RISE =				75.0
FOR SINGLE -USE UTENSILS				
= 80.0% X (75 GPH X 50 DEG RISE X 8.33) /				0.75
= 33,320 BTU				
PROVIDED= 40,000.00 BTU/H(USERHEEM / MODEL NO.: XG40T09HE40UO**				

HOT WATER DEMAND

SCALE N.T.S. 10

A. WATER DISTRIBUTION PIPING IS SHOWN ABOVE FINISH CEILING UNDER SLAB DISTRIBUTION ALLOWED AT CONTRACTOR OPTION. COORDINATE ALL DETAILS

B. FLUSH ALL WATER SUPPLY LINES OF ALL DEBRIS AND IMPURITIES PRIOR TO CONNECTING TO WATER FILTERS.

C. NEW OR REPAIRED POTABLE WATER SYSTEMS SHALL BE DISINFECTED PRIOR TO USE ACCORDING TO SEC. 609.9 (1-3) OF THE PLUMBING CODE.

D. PROVIDE REDUCED PRESSURE BACKFLOW TO SERVE CARBONATOR, DRAIN RELIEF TO FLOOR SINK WITH MIN. 1" AIR GAP.

E. PROVIDE A VENTED DOUBLE CHECK VALVE W/ ATMOSPHERIC PORT FOR THE WATER LINES SUPPLY LINES TO FOOD SERVICE EQUIPMENT (ASSE-1022.)

F. EQUIPMENT VENDOR TO FOLLOW MANUFACTURER'S REQUIREMENTS TO INSTALL DOUBLE CHECK VALVE ON EQUIPMENTS WHERE APPLICABLE.

G. WATER SUPPLY CONNECTION TO COMMERCIAL DISHWASHING MACHINE SHALL BE PROTECTED BY AN AIR GAP OR BACKFLOW PREVENTION DEVICE PER SEC. 603 OF THE CPC. BACKFLOW PREVENTION DEVICE FOR COMMERCIAL DISHWASHERS MUST MEET ONE OF THE FOLLOWING: ASSE 1001, CSA B64.1.1, ASSE 1020, CSA B64.1.2, ASSE 1056 OR ASSE 1004. SEC. 603.3.2, 603.3.5, 603.3.6.

H. POTABLE WATER SUPPLY TO BEVERAGE DISPENSERS, CARBONATORS, OR COFFEE MACHINES SHALL BE PROTECTED BY AN AIR GAP OR A VENTED BACKFLOW PREVENTER IN ACCORDANCE WITH ASSE 1022.603.5.12.

I. PUBLIC LAVATORIES SHALL HAVE A WATER TEMPERING DEVICE THAT COMPLIES WITH ASSE 1070 OR CSA B125.3. WATER HEATER THERMOSTAT SHALL NOT BE CONSIDERED A CONTROL TO MEET THIS PROVISION.

J. INSULATION OF DOMESTIC HOT WATER PIPING SHALL BE IN ACCORDANCE WITH SEC. 609.11.1 AND SEC. 609.11.2. INSULATION FOR HOT WATER PIPING SHALL BE SECTIONAL GLASS FIBER AS MANUFACTURED BY OWENS CORNING FIBERGLASS TYPE A3/SSLII OR APPROVED EQUAL, WITH FACTORY APPLIED, ALL PURPOSE, FIRE RETARDANT JACKET.

K. ALL EXPOSED GAS PIPING SHALL BE PROTECTED AGAINST CORROSION BY COATING OR WRAPPING WITH AN INERT MATERIAL APPROVED FOR SUCH APPLICATIONS.

The diagram is a detailed water supply plan for a kitchen and restroom area. It shows the layout of the room, including a kitchen with a sink, stove, and refrigerator, a storage area, and a restroom. Piping is shown with various sizes and materials, including 1/2" CW, 3/4" CW, 1" CW, and 1" HW. Fixtures are labeled with their respective flow rates, such as 1/2" HW (1.5), 3/4" CW (2.5), and 1" CW (1.0). The plan also includes a north arrow and a scale of 1/4" = 1'-0".

WATER HEATER SPECIFICATION

13

WATER PLAN NOTES

9

WATER SUPPLY PLAN

SCALE 1/4"=1'-0" 1

NEW ASIA FSE, INC.

3400 N. PECK ROAD,
EL MONTE, CA 91731
TEL: 626-575-5880
FAX: 626-575-5080
EMAIL: SALESNEWASIA@AOL.COM

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No.

Date

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04/18/2022

HEALTH

2

05/03/2022

HEALTH

3

06/08/2022

HEALTH

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Job Name & Address:

LA PUENTE FOOD KIOSK
(T.I. - FOOD KIOSK)
555 N GLENDORA AVE., LA PUENTE, CA 91744

LICENCED ARCHITECT

PATRICK CHU

NO. C12852

REN 10-31-23

STATE OF CALIFORNIA

Date:

03/22/2022

Dwg. No.:

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Drawn By:

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Checked By:

MJ

Scale:

AS SHOWN

Title:

WATER SUPPLY PLAN

Sheet No.

P-1.0



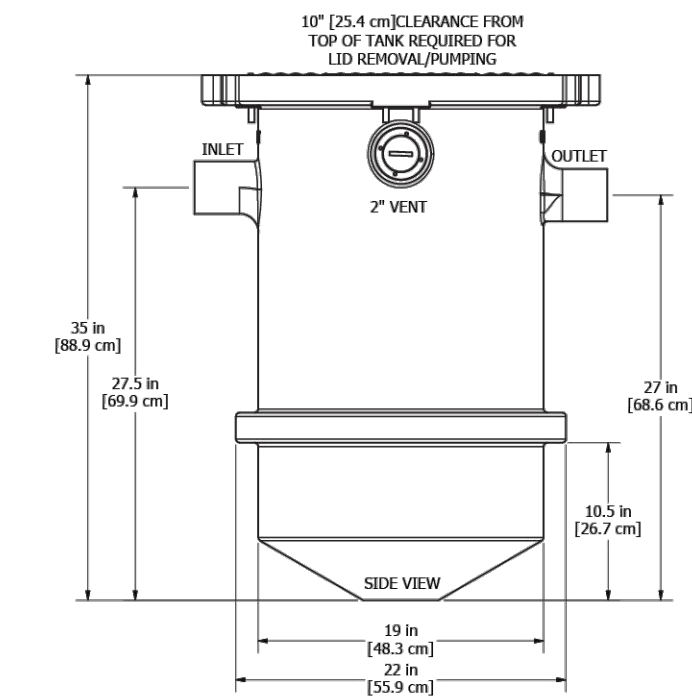
Trapzilla® Grease Interceptor
TZ-160 Specifications

PRODUCT FEATURES

Constructed of corrosion resistant materials suitable for installation in virtually any location.
Compact footprint.
Baffle structure retains separated grease increasing retention efficiency of separator.
Included lid rated for foot-traffic only

SPECIFICATIONS

Construction: Single-Piece Rotationally Molded Polyethylene Exterior Tank with Inlet/Outlet Inverts secured using Patented Interior Radial Compression Ring
Flow Rating: 35 gpm (2.21 l/s)
Liquid Capacity: 27 gallons (102 l)
Grease Capacity: 22.7 gallons (85.9 l)
Solids Capacity: 167.7 lbs. (76.1 Kg)
Inlet/Outlet: 3" (75 mm)
Product Weight: 40 lbs. (19 Kg)



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Thermaco, Inc. • PO Box 2548 • Asheboro, NC 27204-2548 • (336) 629-4651 • www.trapzilla.com



Trapzilla® Grease Interceptor
TZ-160 Specifications

NOTES

1. READ instruction manual included with system before installing/operating.
2. Unit requires 6" (15.24 cm) of clearance all the way around the lid from walls or other structures to allow for servicing.
3. Make piping connections with rubber "No Hub" connectors.
4. Keep outlet piping as straight as possible. Use only "sweep" connections.
5. Install vent on outlet piping.
6. If installing in conjunction with other Trapzilla products, include cleanout port before, after, and/or between each unit.
7. Do not install "P" Trap on outlet connection of tank (unit already has internal gas trap).
8. Do not reduce pipe size on outlet piping
9. Do not pressure test unit.

Equipment must be installed in compliance with all applicable laws, regulations and codes, including plumbing codes. Installation should be performed by a qualified plumbing contractor.

JOB SPECIFICATION

Grease separator(s) shall be Thermaco Trapzilla hydromechanical grease interceptor system(s) as manufactured by Thermaco, Inc., Asheboro, North Carolina as noted on plans.

SEPARATOR SPECIFICATIONS

Furnish and install Thermaco Trapzilla Model No. TZ-160, rotationally molded polyethylene grease interceptor(s) for above or below ground installation, shall be rated at 35 gpm (2.21 l/s) with 22.7 gallons (85.9 l) / 167.7 lbs. (76.1 Kg) of total grease storage capacity with flat separation efficiency curve capable of holding 84% of volume in free-floating fats, oils, and grease at capacity, with removable cover for grease and solids removal access, integral anti-floatation anchor ring for in-ground installation, integral horizontal baffle, laminar inlet flow diverter, integral vessel vent, separate storage compartments for grease and heavier than water solids, a unitary tank body and 3" (75 mm) inlet/outlet structures without gasket interfaces, utilizing an interior radial compression ring conjoining invert to tank outlet/inlet structures without bulkhead fittings and/or gaskets, invert top and bottom secured attachment points, sloping conical bottom for solids retention, integral sewer gas trap, and a fully removable polyethylene self-positioning cover with sealed thread fasteners.

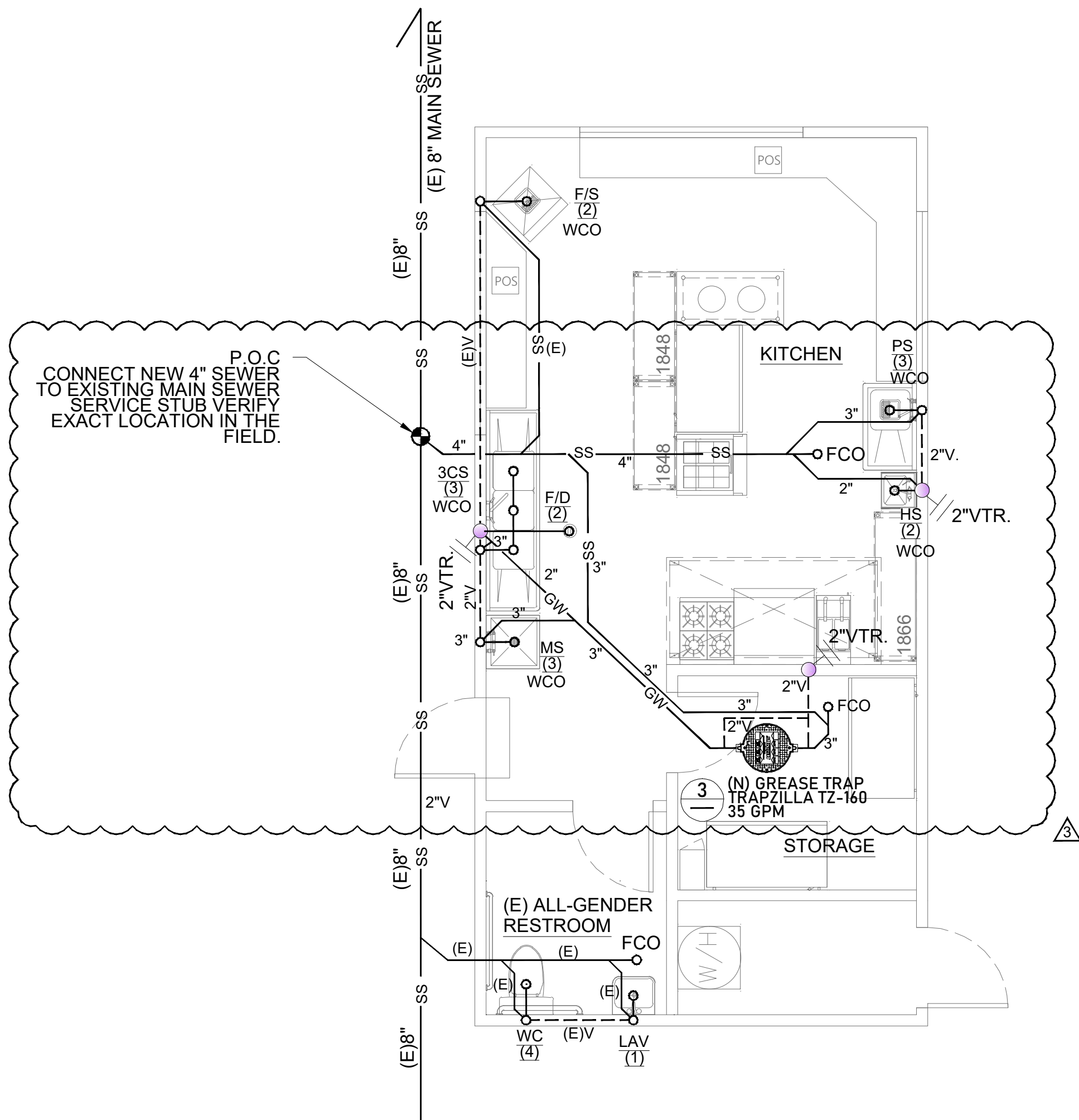
SUBMITTAL OPTIONS

- ☐ ECA-TZ-29 Extension Collar
- ☐ TZSP-40 Sampling Port with 4" Inlet/Outlet, 0.5" fall
- ☐ TZSP-48 Sampling Port with 4" Inlet/Outlet, 7.8" fall
- ☐ TSS-27 Solids Interceptor for additional Solids Capacity
- ☐ FTCA-22 Fabricated Top Cover Assembly with diamond plate aluminum surface for heavy duty foot-traffic, pallet jacks, food carts etc. (not rated for vehicle traffic)
- ☐ VFCA-35 Vented Flow Control Assembly for installation at plumbing fixture level to limit flow to 35 gpm for installations with head height greater than 6'

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GREASE TRAP SPECIFICATION

3



- ALL REQUIRED CLEANOUTS SHALL BE INSTALLED PER SEC. 707.0 & 719.0 OF THE 2019 CALIFORNIA PLUMBING CODE.
- EACH PLUMBING VENT SHALL TERMINATE NOT LESS THAN 10 FT FROM OR AT LEAST 3 FT ABOVE ANY WINDOW, DOOR, OPENING OR AIR INTAKE. WATER SUPPLY AND DRAIN PIPES UNDER ACCESSIBLE LAVATORIES AND SINKS SHALL BE INSULATED OR OTHERWISE BE CONFIGURED TO PROTECT AGAIN CONTACT. PROTECTORS, INSULATORS, OR BOTH SHALL COMPLY WITH ASME A112.18.9.
- INDIRECT WASTE PIPING FROM FOOD HANDLING FIXTURES OR EQUIPMENT SHALL BE SEPARATELY PIPED BY MEANS OF AN AIRGAP TO THE INDIRECT WASTE RECEPTOR AND SHALL NOT BE COMBINED WITH ANY OTHER INDIRECT WASTE PIPING.
- ALL WASTE LINES TO HAVE MIN. 2% SLOPE.

WASTE & VENT PLAN NOTES

SCALE
N.T.S. 9

WASTE & VENT PLAN



SCALE
1/4"=1'-0" 1



NEW ASIA FSE, INC.

3400 N. PECK ROAD,
EL MONTE, CA 91731
TEL: 626-975-5080
FAX: 626-975-5080
EMAIL: SALES@NEWASIA@AOL.COM

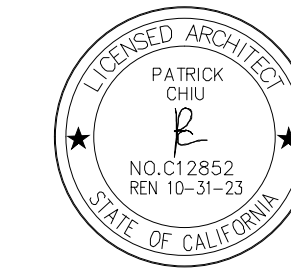
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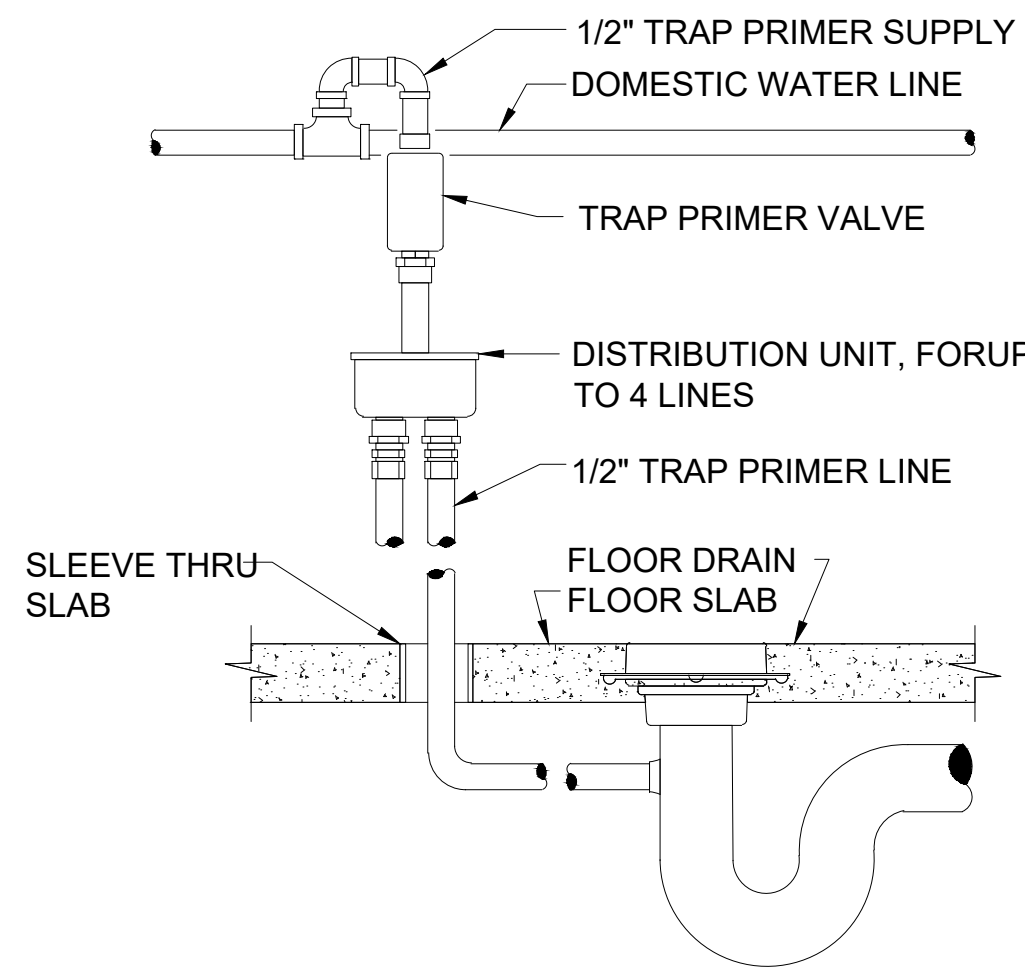
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WASTE & VENT PLAN

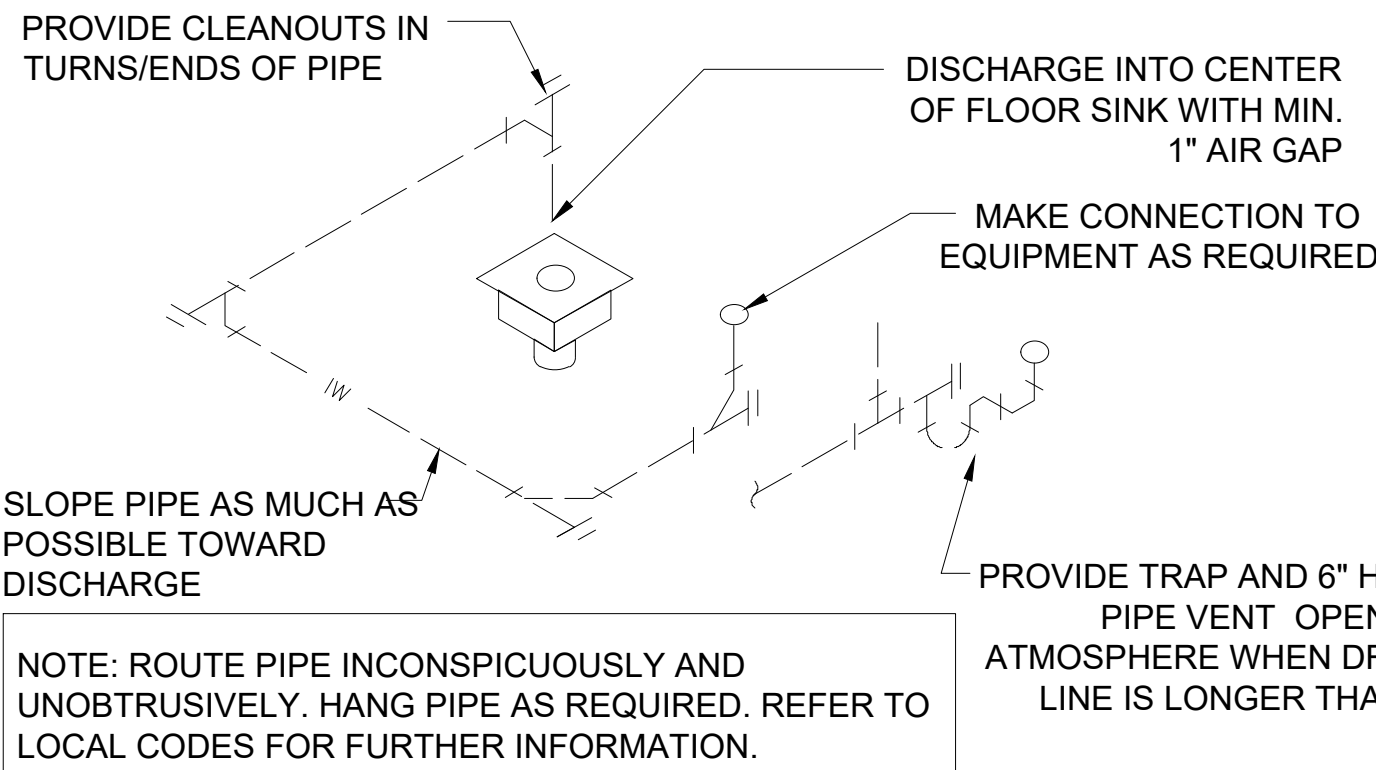
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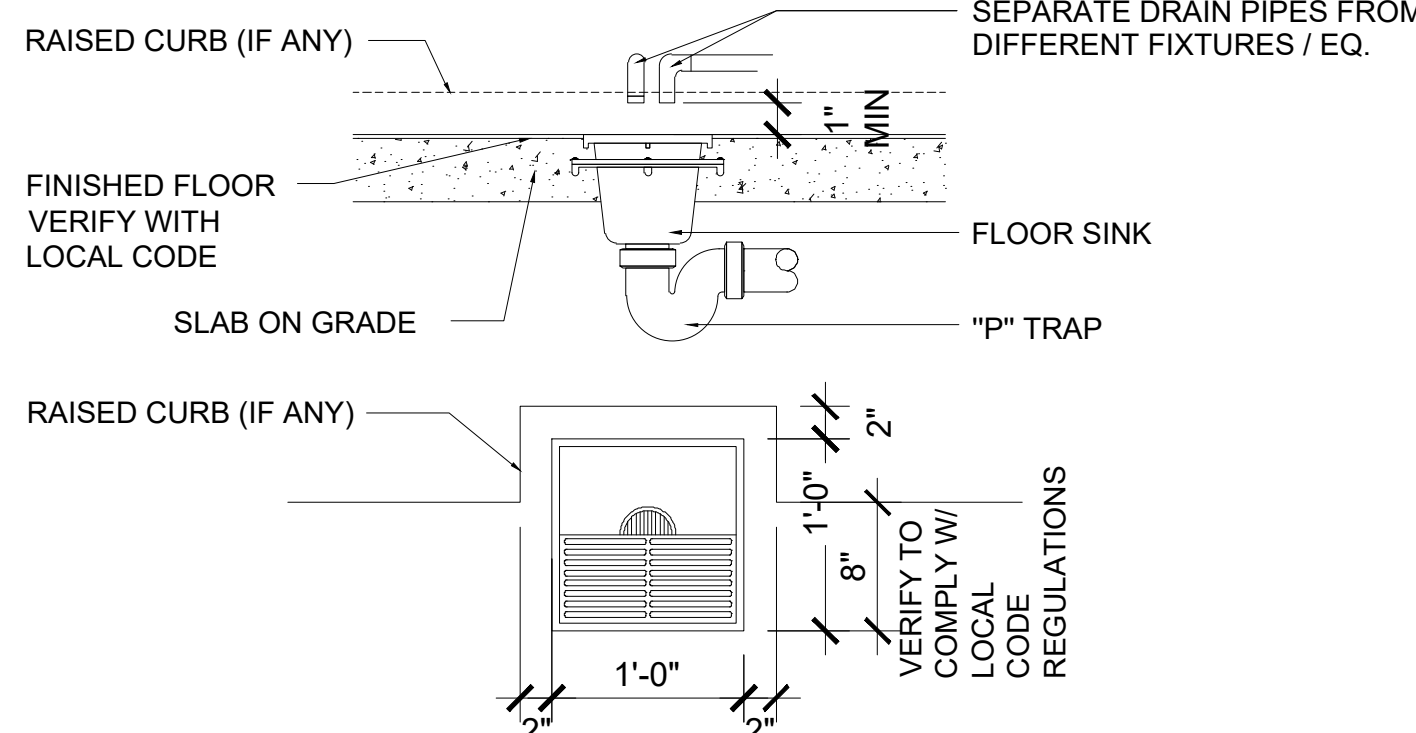
TRAP SEAL PRIMER DETAIL

SCALE
N.T.S. 12



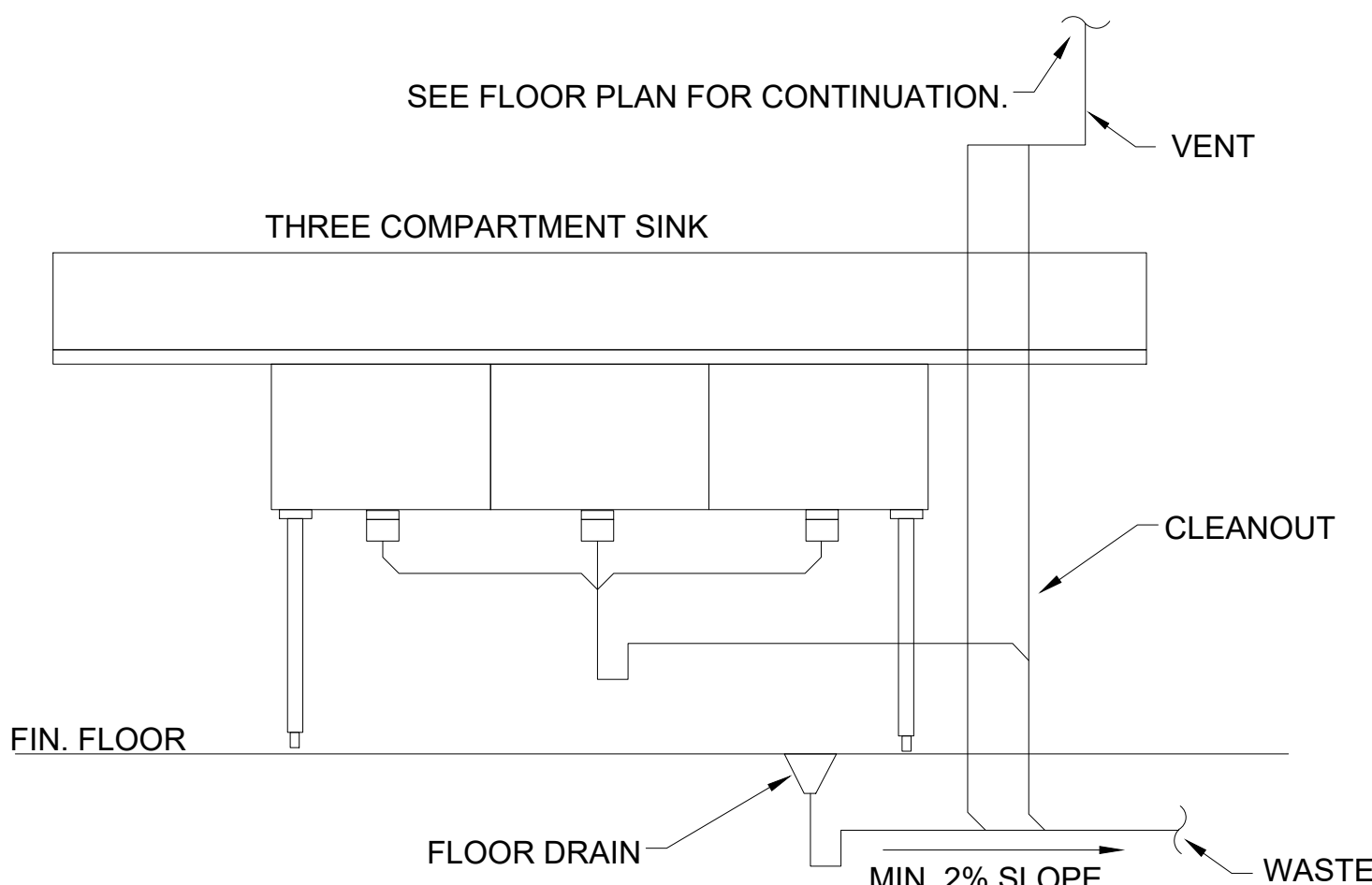
INDIRECT WASTE EQUIPMENT CONNECTION

SCALE
N.T.S. 8



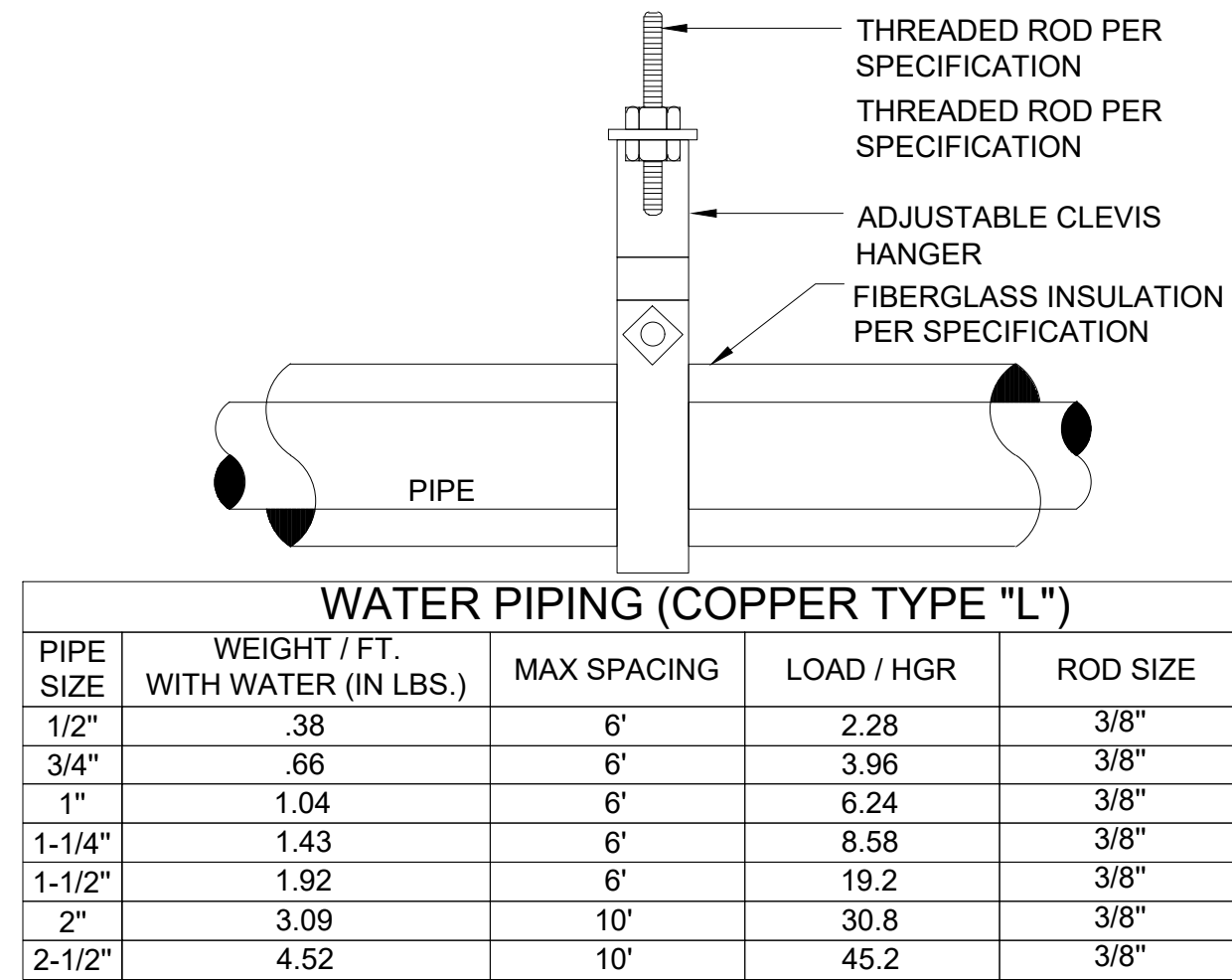
FLOOR SINK / INDIRECT DRAIN DETAIL

SCALE
1'-0"=1'-0" 4



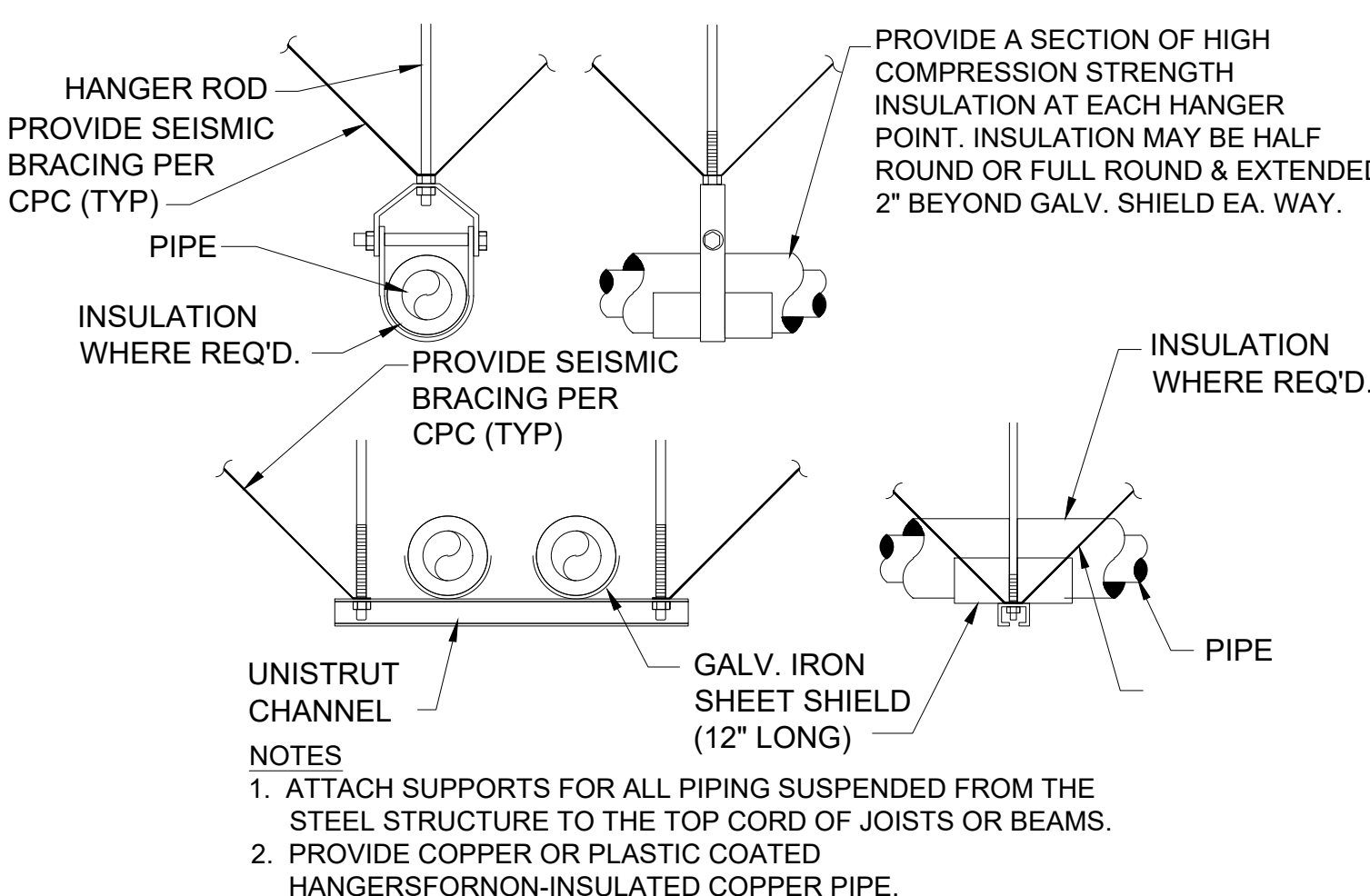
3-COMPARTMENT SINK DETAIL

SCALE
1"=1'-0" 11



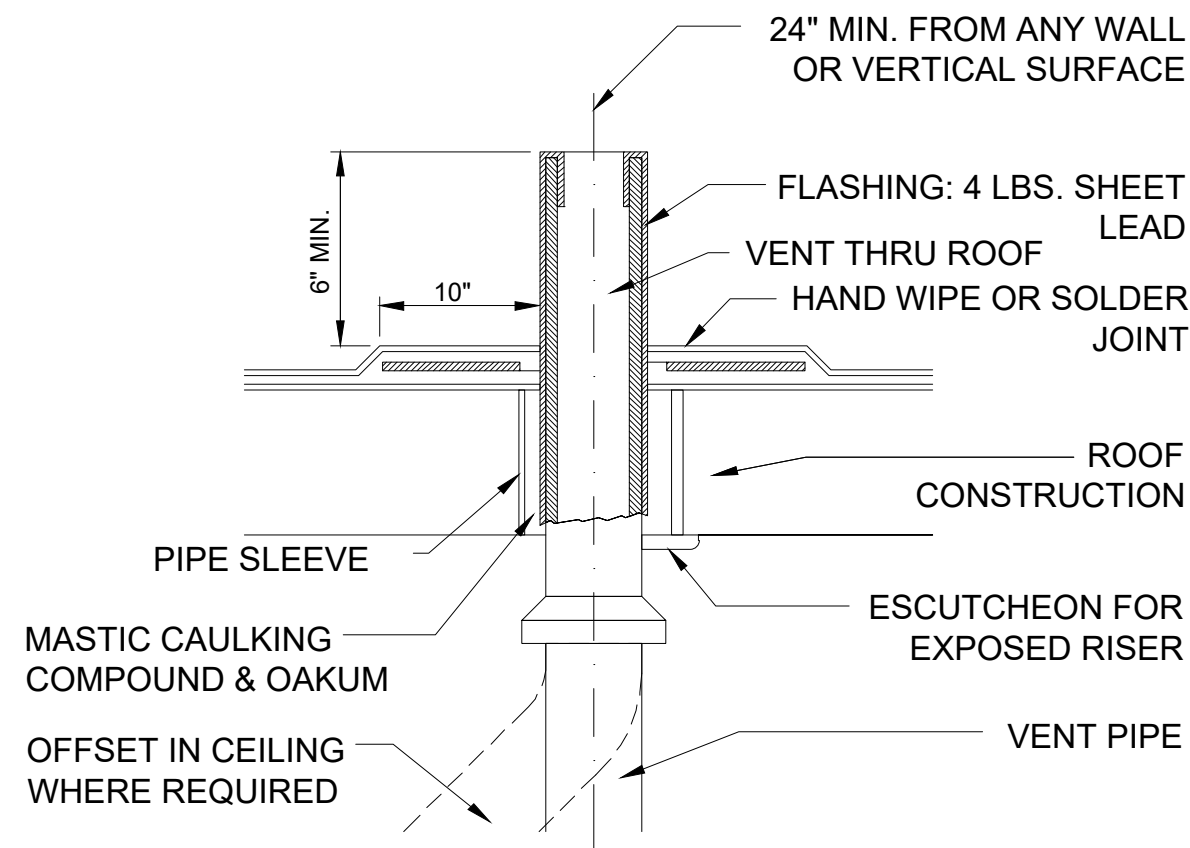
PIPE HANGING DETAIL

SCALE
N.T.S. 7



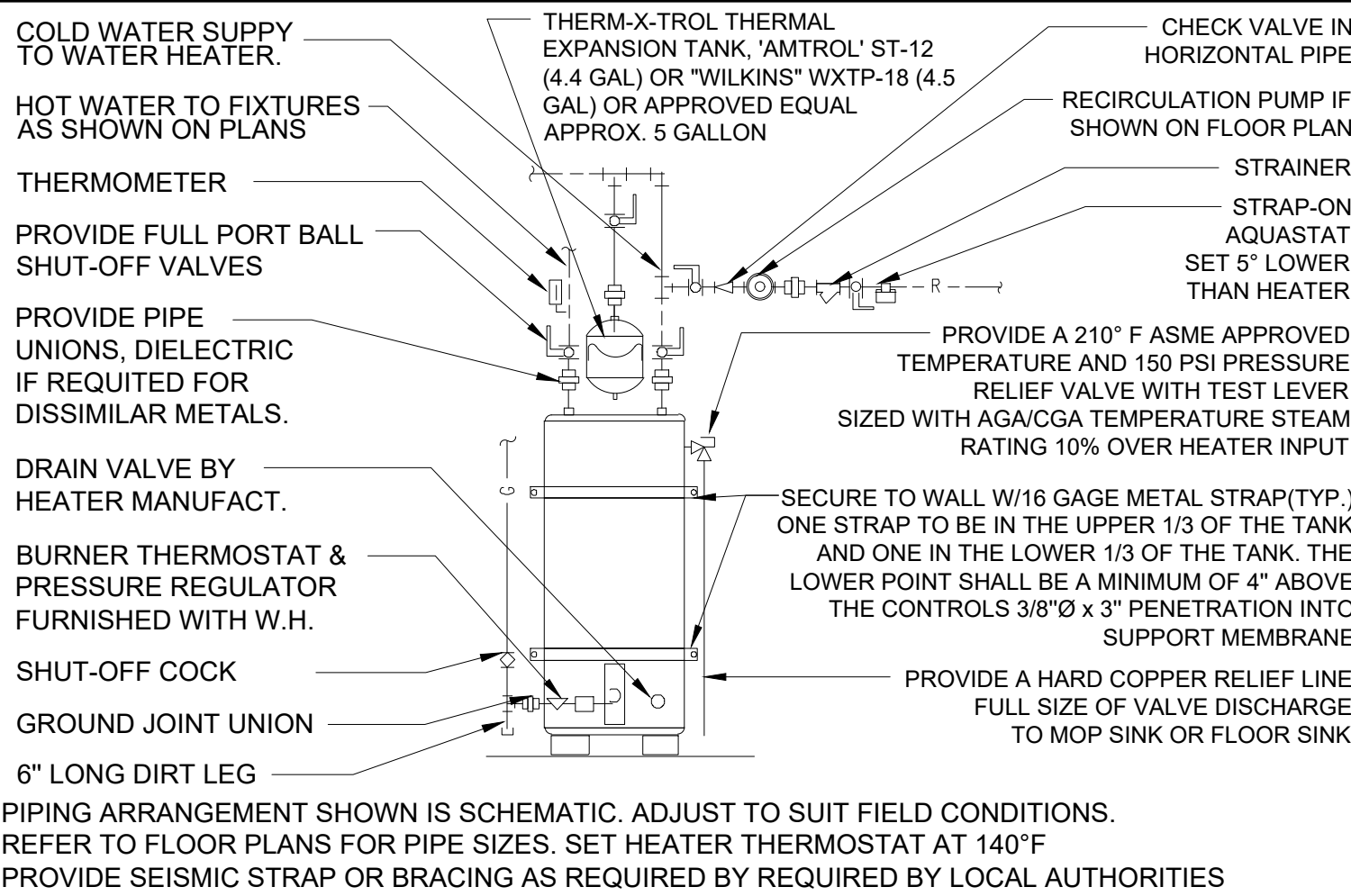
PIPE HANGING DETAIL

SCALE
N.T.S. 3



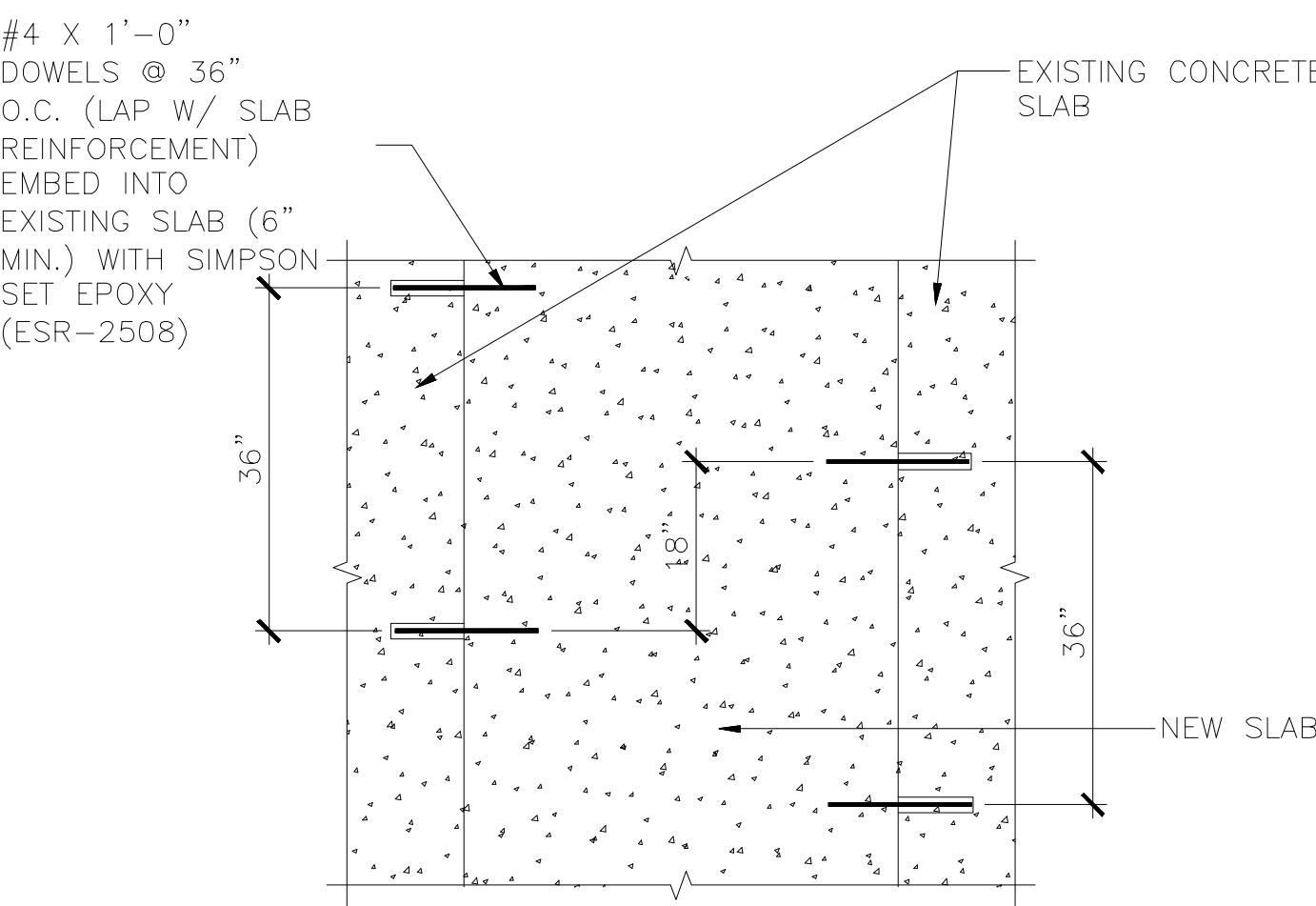
VENT THROUGH ROOF DETAIL (VTR)

SCALE
1"=1'-0" 14



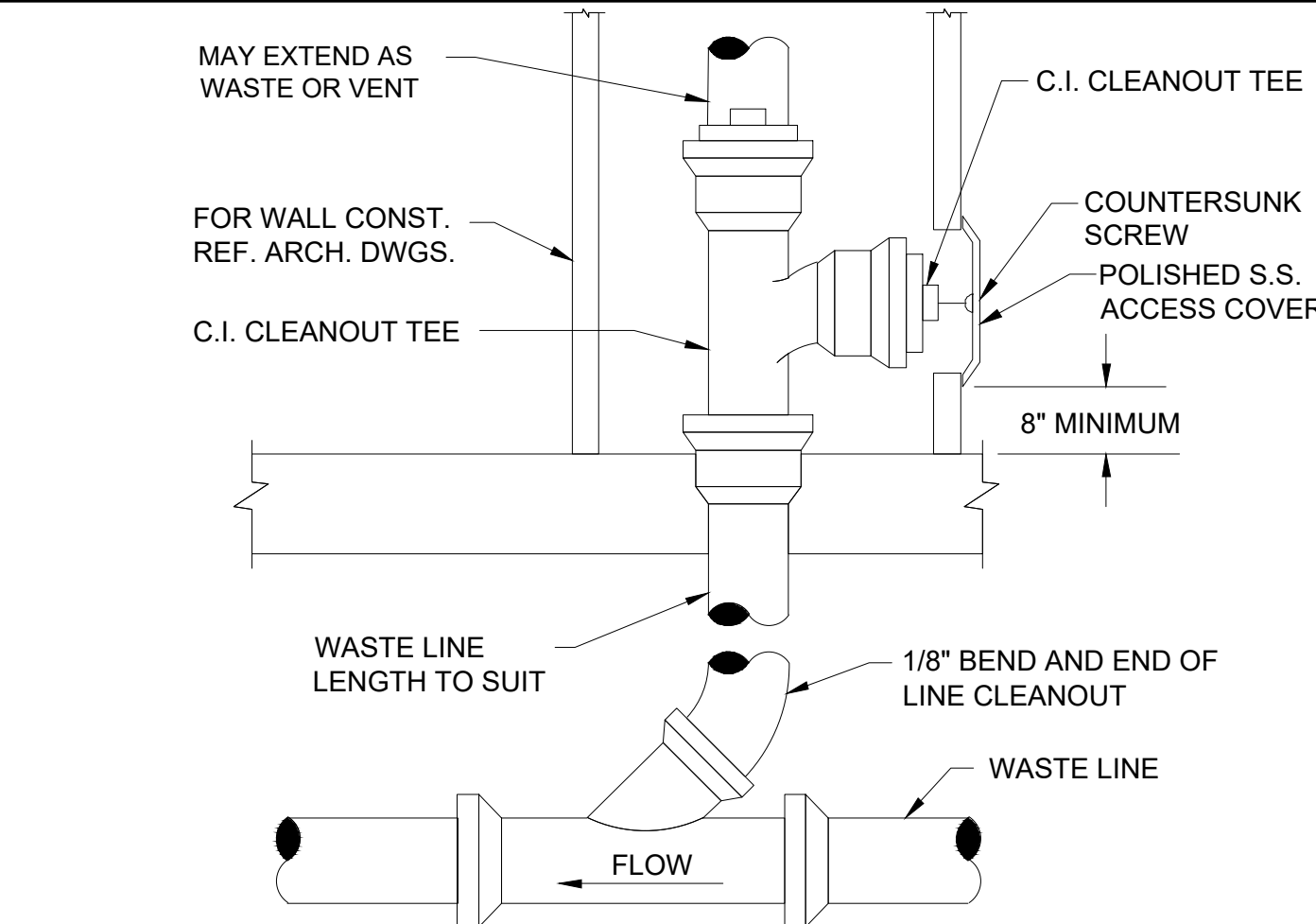
WATER HEATER

SCALE
N.T.S. 10



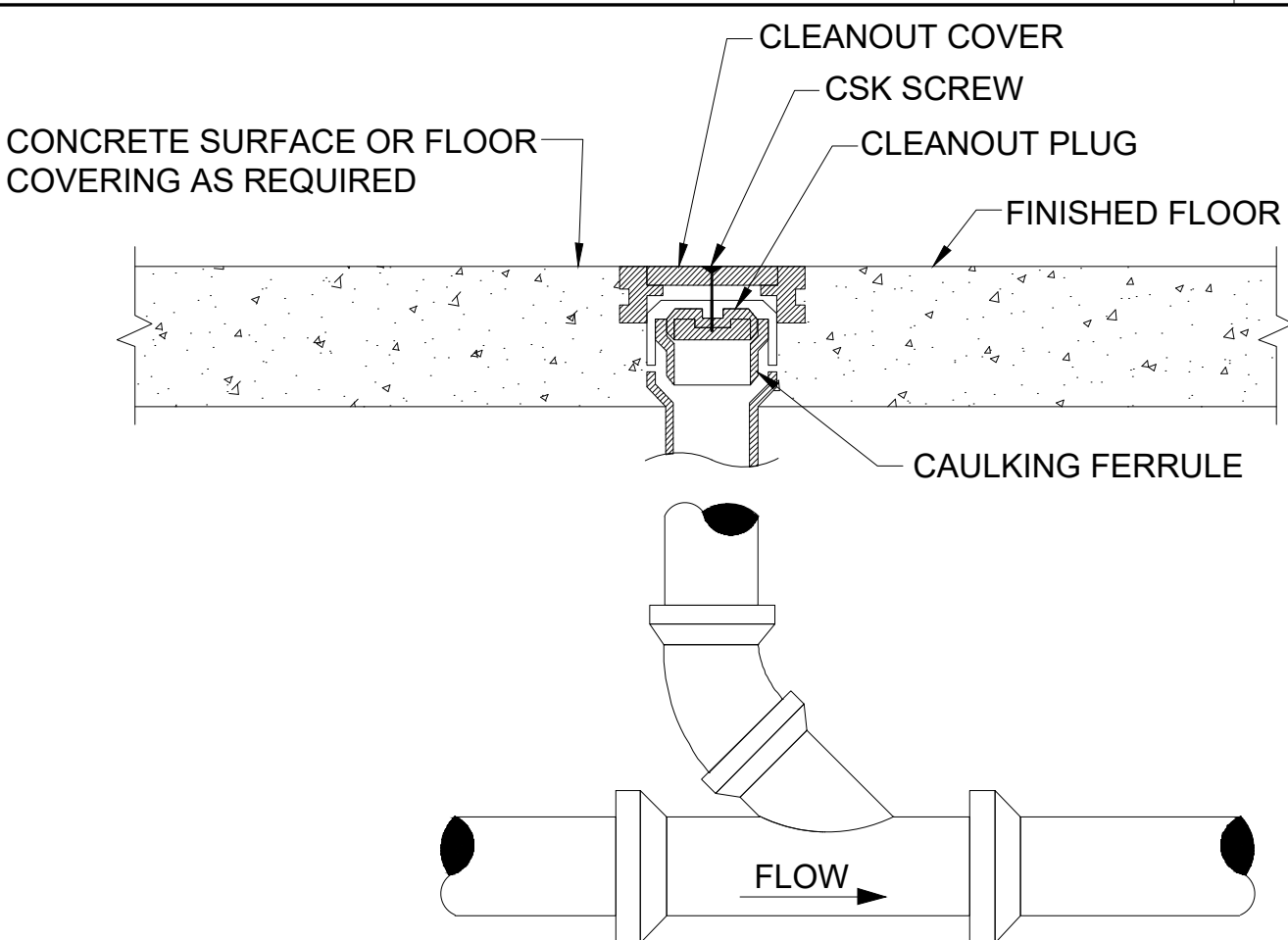
CONCRETE INFILL DETAIL

SCALE
N.T.F. 5



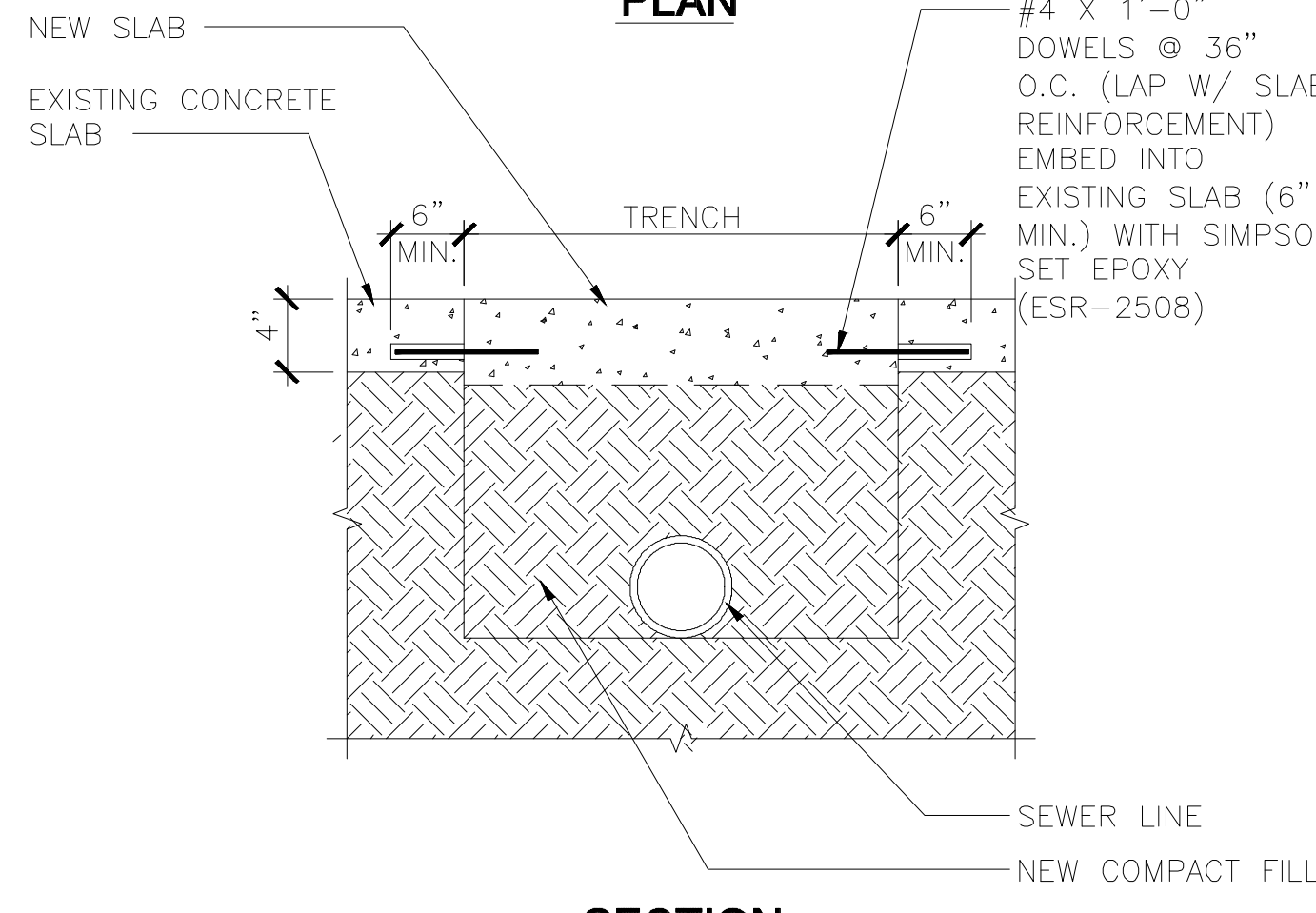
WALL CLEANOUT - FINISHED ROOMS

SCALE
N.T.S. 2



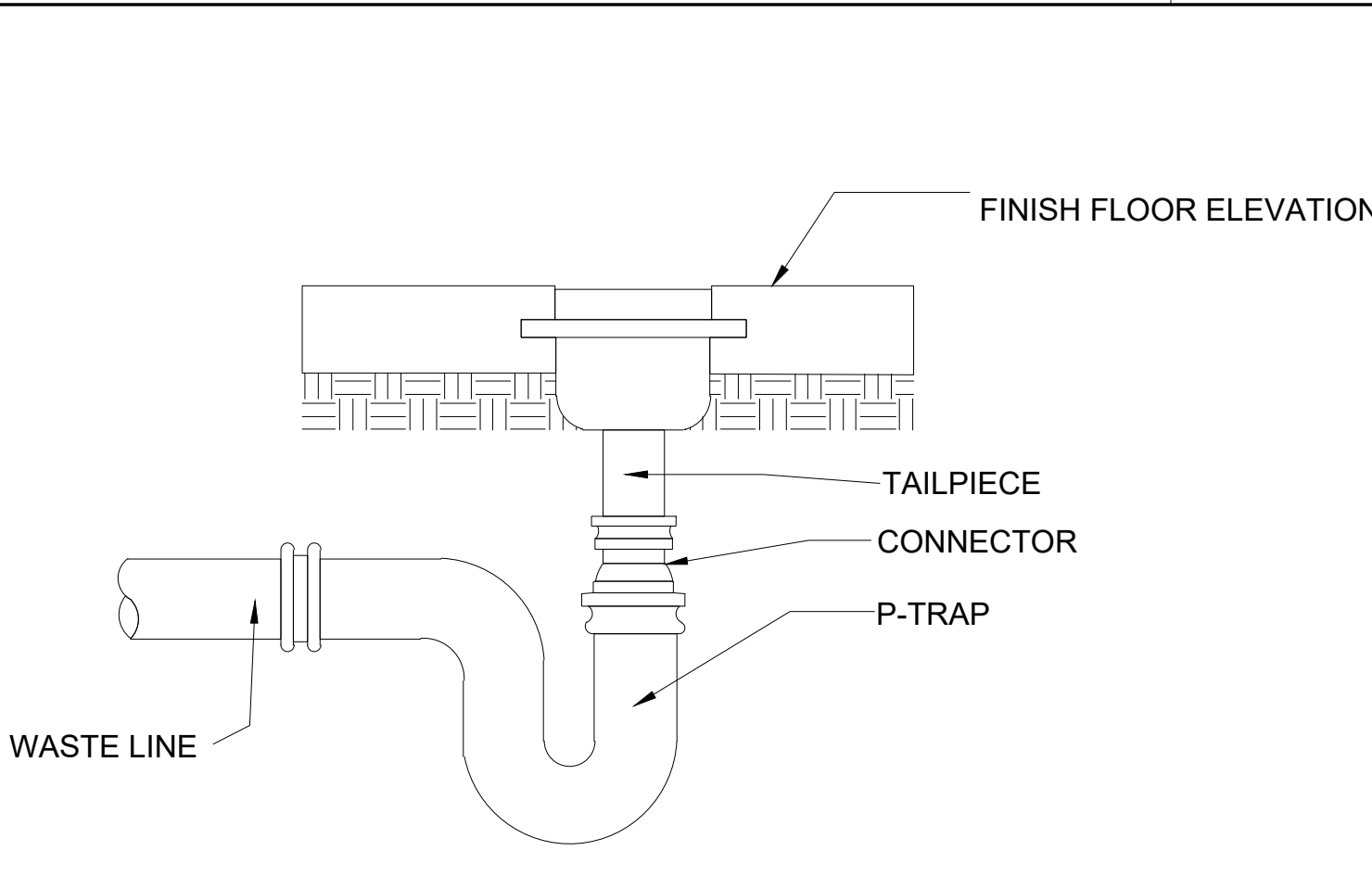
FLOOR CLEANOUT

SCALE
N.T.S. 6



CONCRETE INFILL DETAIL

SCALE
N.T.F. 5



FLOOR SINK/DRAIN

SCALE
N.T.S. 1



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3400 N. PECK ROAD,
EL MONTE, CA 91731
TEL: 626-575-5880
FAX: 626-575-5080
EMAIL: SALESNEWASIA@AOL.COM

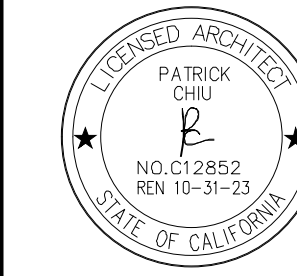
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Title:
PLUMBING DETAILS
Sheet No.
P-3.0

FAITHFUL PERFORMANCE BOND
FOR
LA PUENTE PARK SNACK BAR TENANT IMPROVEMENT
IN THE CITY OF LA PUENTE

KNOW ALL MEN BY THESE PRESENTS that Anokia, Inc. as
CONTRACTOR and _____,
a corporation organized and existing under the laws of the State of _____,
and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the
City of La Puente, as AGENCY, in the penal sum of One Hundred Thousand Five Hundred Dollars (\$100,500.00), which is 100
percent of the total contract amount for the above-stated project, for the payment of which sum, CONTRACTOR and SURETY
agree to be bound, jointly and severally, firmly by these presents.

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

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

Dated: _____

BIDDER: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title _____

SURETY: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title: _____

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

MATERIAL AND LABOR BOND
FOR
LA PUENTE PARK SNACK BAR TENANT IMPROVEMENT
IN THE CITY OF LA PUENTE

KNOW ALL MEN BY THESE PRESENTS that Anokia, Inc., as CONTRACTOR, and _____, a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as SURETY, are held and firmly bound unto the City of La Puente, as AGENCY, in the penal sum of One Hundred Thousand Five Hundred Dollars (\$100,500.00), which is 100 percent of the total contract amount for the above-stated project, for payment of which sum, CONTRACTOR and SURETY agree to be bound, jointly and severally, firmly by these presents.

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

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

Dated: _____

BIDDER: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title _____

SURETY: Name: _____

Address: _____

By: _____
(Signature)

Type Name and Title: _____

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



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: July 26, 2022

From: Bob Lindsey, City Manager

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

SUBJECT: PRESENTATION OF JUNE 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 June 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 June 2022, one hundred (100) percent of the fiscal year has elapsed.

REVENUES

General Fund revenues have reached ninety-five (95) percent of their annual budget for FY 2021-2022. It is important to bear in mind that although the Fiscal Year has ended from a fiscal calendar perspective, period revenues will continue to be recognized for sixty days after June 30th. *Sales & Use Tax* and *Measure LP*, posting collections to date of 99.9% and 91.2%, respectively, only reflect revenues through April at the present time. The City will receive two more months of tax revenue remaining to be recorded for the fiscal year. *Property Tax*, which reflects year-to-date revenues of \$7.07 million, will also see additional distributions for FY 21-22 over the coming months.

EXPENDITURES

General Fund operating expenditures have reached 89.4% of their fiscal year budget, or \$15.7 million. Like revenues, expenditures incurred prior to June 30th but not yet billed to the City will continue to be posted over the coming weeks and months. Overall, the majority of General Fund departments are operating within the expected range, with the exceptions of General Government due to increased legal fees, and Development Services due to park maintenance and repair items.

The American Rescue Plan Act (ARPA) demonstrates significant savings at the point in time, with on 46.6% of its budget being expended. The City is expected to receive its second tranche of approximately \$4.7 million dollars in the July period.

RECOMMENDATION

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

ATTACHMENTS

Attachment “A”: Monthly Budget Report – June 2022

CITY OF LA PUENTE
Monthly Budget Report - June 2022
Statement of Revenues
100% 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	7,073,668	103.0%	6,597,300	6,897,720	104.6%
Sales Tax	3,538,700	3,226,197	91.2%	2,539,000	3,588,544	141.3%
Sales Tax - Measure LP	3,013,000	3,009,253	99.9%	2,137,500	3,463,772	162.0%
Other Taxes and Assessments	1,483,600	1,388,968	93.6%	1,479,100	1,506,286	101.8%
Licenses and Permits	537,400	630,045	117.2%	645,500	763,230	118.2%
Fines and Forfeitures	272,500	387,075	142.0%	280,000	253,437	90.5%
Use of Money	190,000	245,148	129.0%	120,000	193,994	161.7%
Intergovernmental	546,000	437,437	80.1%	67,500	270,221	400.3%
Charges for Services	646,700	731,007	113.0%	824,300	587,137	71.2%
Other	437,100	(378,219)	-86.5%	577,200	695,533	120.5%
TOTAL GENERAL FUND	17,530,300	-	95.6%	15,267,400	18,219,875	119.3%
SPECIAL REVENUE FUNDS						
Gas Tax	1,059,700	883,254	83.3%	965,300	1,079,579	111.8%
RMRA (SB1)	800,300	665,308	83.1%	704,100	761,285	108.1%
Prop A	927,100	1,059,956	114.3%	827,800	858,842	103.7%
Prop C	687,500	851,740	123.9%	585,600	702,521	120.0%
Measure R	512,700	637,716	124.4%	436,700	516,918	118.4%
Measure M	580,600	721,676	124.3%	490,100	587,388	119.9%
AQMD	77,000	38,374	49.8%	53,000	53,237	100.4%
Miscellaneous Grants	228,000	229,676	100.7%	838,400	1,341,838	160.0%
Lighting & Landscape Maintenance District	878,400	865,890	98.6%	839,600	870,453	103.7%
CDBG	477,600	367,182	76.9%	445,600	361,797	81.2%
CDBG CARES	-	15,315	0.0%	-	188,221	0.0%
PEG Access	35,600	30,040	84.4%	36,500	42,799	117.3%
Supplemental Law Enforcement Fund	140,000	161,285	115.2%	100,000	156,727	156.7%
State CARES Act Fund	-	-	0.0%	-	479,544	0.0%
American Rescue Plan Act Fund	4,738,255	4,738,255	0.0%	-	-	0.0%
Other Special Revenue	1,716,800	808,560	47.1%	1,474,700	448,853	30.4%
TOTAL SPECIAL REVENUE FUNDS	12,859,555	12,074,227	93.9%	7,797,400	8,450,003	108.4%
CAPITAL PROJECTS & DEBT SERVICE FUNDS						
Citywide Debt Service	627,800	613,412	100.0%	-	8,602,862	0.0%
2019A Debt Service	263,600	263,638	100.0%	262,800	262,838	0.0%
2018B Debt Service	230,400	230,400	100.0%	234,200	234,150	0.0%
Capital Projects	53,500	3,812,143	7125.5%	68,500	58,427	85.3%
Series 2019A Capital Project	-	-	0.0%	-	206	0.0%
Series 2019 B Capital Project	-	-	0.0%	-	183	0.0%
TOTAL CAP. PROJ. & DEBT SERVICE FUNDS	1,175,300	-	419%	565,500	9,158,665	1619.6%
SUCCESSOR AGENCY						
Successor Agency to the LPCDC	601,000	680,010	113.1%	737,600	644,644	87.4%
PROPRIETARY FUNDS						
Sewer Construction/Maintenance Fund	1,375,000	1,293,618	94.1%	1,325,000	1,462,439	110.4%
Equipment Replacement Fund	161,000	280,963	174.5%	142,300	228,488	160.6%
Vehicle Maintenance & Replacement Fund	188,200	443,380	235.6%	157,500	635,160	403.3%
TOTAL REVENUES	33,890,355	36,442,370	107.5%	25,992,700	38,799,275	149.3%

CITY OF LA PUENTE
Monthly Budget Report - June 2022
Statement of Operating Expenditures
100% 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	1,600,406	112.5%	1,353,100	1,357,211	100.3%
Administrative Services	1,586,400	1,377,032	86.8%	1,791,100	1,561,224	87.2%
General Services	247,300	229,493	92.8%	238,100	271,553	114.1%
Public Safety	9,973,000	7,951,692	79.7%	8,516,800	8,117,393	95.3%
Development Services	1,895,000	2,269,972	119.8%	1,570,600	1,638,415	104.3%
Community Services	1,772,900	1,511,495	85.3%	1,792,500	1,386,410	77.3%
Transfers	692,900	778,539	112.4%	70,200	668,375	952.1%
TOTAL GENERAL FUND	17,590,300	15,718,629	89.4%	15,332,400	15,000,581	97.8%
SPECIAL REVENUE FUNDS						
Gas Tax	1,023,200	1,013,866	99.1%	958,800	1,035,025	108.0%
RMRA/SB1	23,100	23,227	100.5%	-	-	0.0%
Prop A	896,800	723,424	80.7%	965,300	761,401	78.9%
Prop C	68,700	72,886	106.1%	71,400	568,176	795.8%
Measure R	489,800	445,397	90.9%	483,300	454,100	94.0%
Measure M	472,200	411,718	87.2%	472,700	436,319	92.3%
AQMD	121,100	14,528	12.0%	30,900	117,528	380.3%
Lighting & Landscape Maintenance District	928,200	863,258	93.0%	892,400	1,059,308	118.7%
CDBG	477,600	372,978	78.1%	485,300	361,798	74.6%
CDBG CARES Fund	-	20,315	0.0%	-	188,223	0.0%
State CARES Act Fund	-	23,460	0.0%	-	456,084	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	29,301	33.4%
American Rescue Plan Act Fund	3,413,200	1,591,356	46.6%	-	-	0.0%
Other Special Revenue	333,200	108,701	32.6%	392,900	68,338	17.4%
TOTAL SPECIAL REVENUE FUNDS	8,479,600	5,814,841	68.6%	4,940,600	5,692,327	115.2%
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	419,555	41.8%	1,021,900	548,299	53.7%
PROPRIETARY FUNDS						
Sewer Construction/Maintenance Fund	1,623,400	294,415	18.1%	1,264,700	1,525,210	120.6%
Equipment Replacement Fund	161,000	235,803	146.5%	140,800	172,129	122.3%
Vehicle Maintenance & Replacement Fund	352,200	388,610	110.3%	226,800	262,886	115.9%
TOTAL OPERATING EXPENDITURES	30,400,900	24,090,806	79.2%	23,477,700	32,255,063	137.4%



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: July 26, 2022

From: Bob Lindsey, City Manager

By: Alex Bauman, Director of Community Services

SUBJECT: CONSIDERATION AND AWARD OF EDUCATION SCHOLARSHIPS FOR FY 2022-2023

BACKGROUND

The City of La Puente offers an Education Scholarship Program for high school seniors, adult education students and veterans returning to school.

City staff utilized existing criteria to screen applications and is recommending that the City Council award scholarships the nine (9) eligible applicants.

DISCUSSION

The original deadline for submitting scholarship applications for Fiscal Year (FY) 2022-2023 was Thursday, April 14, 2022. The deadline was extended to Friday, May 13, 2022, to provide the community with additional time to submit the required paperwork. The City received a total of eleven (11) scholarship applications. Of these applications, two (2) live outside of City limits and attend a school outside of La Puente and are ineligible to receive a scholarship. Therefore, nine (9) applicants are eligible to receive a scholarship.

City staff is recommending that the nine (9) applicants who live within the City's limits and have provided the necessary documentation each receive a scholarship in the amount of \$500.

FISCAL IMPACT

The city has budgeted \$8,500 for scholarships in the Fiscal Year 2022-2023 budget. The total fiscal impact for the nine (9) scholarships is \$4,500.

RECOMMENDATION

It is recommended that the City Council award nine (9) scholarships for the 2022-2023 academic year in the amount of \$500 each.

ATTACHMENTS

Attachment "A": List of Applicants

Attachment "B": Scholarship Guidelines

Applicant Name	School	Proof of Residency
Rosana Maris Arias	La Puente High School	x
Jovana Montoya	La Puente High School	x
Beya Faith De Loera	La Puente High School	x
Jonathan Joshua Garcia	Bassett High School	x
Isabelle B Robles	La Puente High School	X
Henry C. Vu	La Puente High School	x
Samanatha Coleman-Barba	La Puente High School	Not Resident / But attends in school in city
Paul Peter Espinoza	La Puente High School	x
Esperanza Mayorga	Nogales High School	x
Non-Residents		
Jessica Chung	Glen A. Wilson High School	x
Kaitlyn Moreno Lopez	Glen A. Wilson High School	x



CITY OF LA PUENTE GUIDELINES FOR RECEIVING SCHOLARSHIP AWARD FUNDS

Scholarship funds may be used **only for** tuition and books after July 1, 2022. Tuition will be paid directly to the school or reimbursed to the student upon proof of expenditure (receipt of payment); the payment for book will be treated the same way. The funds do not have to be used all at one time, but must be spent by June 30, 2023. Funds may be expended anytime throughout the academic year for which the scholarship was awarded.

To receive award funds, be sure you have original statement or receipts. Be sure to maintain your receipts; reimbursement will not be made without proof of payment.

To receive the scholarship award funds, the recipient must follow these guidelines:

TUITION:

1. You must present the City with a tuition statement from the institution to which you have applied. The statement must include the name of the school, the academic period and the name of the registrant. A check will be issued directly to the institution.
2. If you are seeking tuition reimbursement, please submit receipt from the institution indicating the amount paid. The receipt must include the name of the school, the academic period and the name of the registrant. A check will be issued directly to you for reimbursement of tuition. Please provide a copy of your school I.D. and current class schedule at the time you submit the required information.

BOOKS:

1. You must present the City with a statement from the school bookstore for the cost of the books to be purchased. A check will be issued to the school bookstore for the cost of the books.
2. If you are seeking reimbursement for books purchased, please submit original receipt from the bookstore indicating the amount paid. A check will be issued directly to you for reimbursement of the books.
3. If you are seeking reimbursement for books you must submit a copy of your school I.D. and current class schedule.

Please contact Community Services Coordinator, Adriana Dominguez at (626) 855-1561, or e-mail her at adominguez@lapuente.org if you have any questions.



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: July 26, 2022

From: Bob Lindsey, City Manager

By: John Di Mario, Director of Development Services
Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH SOUTHLAND TRANSIT INC. FOR FIXED-ROUTE AND DIAL-A-RIDE TRANSIT SERVICES IN THE AMOUNT OF \$2,261,918 FOR A THREE-YEAR TERM

BACKGROUND

On April 28, 2015, the City Council approved a 3-year agreement with Southland Transit Inc. ("Southland") for the operation of the Link Fixed-Route and Dial-a-Ride Transit Services. The agreement with Southland was for a three-year term commencing on May 1, 2015 and ending April 28, 2018.

On March 1, 2018, the City released a Request for Proposals ("RFP") to provide contract transit services to the City for a five (5) year term. The proposal submittal deadline was originally set for March 23, 2018, but was extended initially to March 30, 2018 and then to May 31, 2018, to provide Staff sufficient time to respond to inquiries and requests for data regarding the City's transit operations.

On April 24, 2018, Southland agreed to continue providing transit services to the City on a month-to-month basis commencing on May 1, 2018 while the RFP process was underway. Southland continues to provide transit services to the City on a month-to-month basis.

On May 31, 2018, the bid opening was held and proposals were received from the following transit providers:

- Southland Transit, Inc.
- MV Transportation, Inc.

Following Staff's review on the proposals received, meetings were held with each of the operators in June 2018, which was followed-up by additional information provided to City Staff from both of the operators in July. Discussions with both operators continued into August and September, but as a result of City Staff changes in October, discussions waned. On January 30, 2019, City Staff contacted both Southland Transit and MV Transportation to resume discussions regarding the proposals submitted. After multiple attempts to reach representatives at MV Transportation, they were unresponsive to the City.

On April 10, 2018, the City Council introduced Ordinance No. 18-953, to revise and update the City’s purchasing procedures to incorporate and take advantage of recent changes in State law and to incorporate the best practices of other public agencies in the City’s procurement process. Ordinance No. 18-953 was adopted by the City Council on April 24, 2018. The Ordinance put in place new modern purchasing procedures designed to streamline and make the procurement process more efficient. Among the areas that were updated and revised included exceptions to competitive bidding under professional services to include transportation/transit operator services.

As described above, the procurement process for providing contract transit services to the City commenced prior to the effective date of Ordinance No. 18-953 which currently remains in effect today.

DISCUSSION

Transit Services Provided

The City has historically provided two transit services to the residents of the City, operated by a private service provider. Nominal fare revenue is generated as discussed below with the balance of the funding to operate the service coming from Proposition A funds. Proposition A was approved by LA County voters in November 1980, as a half-cent sales tax dedicated to be used by cities (or the County) in developing and/or improving public transit and paratransit (Dial-A-Ride) services.

Provided below is a brief description of the two transit services provided by the City and currently operated by Southland Transit.

Fixed Route – La Puente Link

The Link offers hourly fixed-route shuttle service as part of two routes within the City – a “Green Line” and a “Yellow Line” – at a cost of only .50 cents per ride (.25 cents for seniors and disabled). Shuttle stops are conveniently located along the route on both sides of the street and all shuttle vehicles are wheelchair accessible. The Link shuttle operates seven days a week, except holidays, on the following schedule:

Monday- Friday	6 a.m. - 7 p.m.
Saturday	9 a.m. - 6 p.m.
Sunday	9 a.m. - 5 p.m.

In its current format, operation of the Link requires at total of (2) two dedicated 15-18 passenger shuttle buses, and a dedicated back up shuttle bus to be used to exchange out the buses for fueling; or when any of the Link buses are undergoing maintenance. The Link ridership is currently approximately 7,190 passenger trips monthly.

Dial-A-Ride

The Dial-a-Ride is open to senior citizens or residents with disabilities and provides curb-to-curb advance reservation para-transit service for .25 cents a ride anywhere within the City limits and up to three (3) miles outside the City for medical related appointments. It is available Monday through Friday and operates from 8:00 a.m. to 6:00 p.m.

In its current format, operation of the Dial-a-Ride service is with (1) one dedicated 15-18 passenger shuttle bus and a backup bus, as needed (provided by Southland). There are currently approximately 92 passenger trips monthly for the Dial-a-Ride service.

Continuation of the previous RFP Process

Southland Transit has continued to serve the City through-out the pandemic on a month-to-month basis providing transit services to the residents of La Puente, including the elderly and disabled. With the non-responsiveness of MV Transportation; and in light of the recent changes to the City's procurement provisions, Staff continued the process of discussions and negotiations with Southland in an effort to bring forth to the City Council a new three (3) year agreement for consideration.

Since 2018, Southland has continued to provide transit services to the City even though their contract with the City had expired. The City has been pleased with the transit services provided by Southland, with very few complaints from the ridership.

Included as Attachment "A" is a new professional services agreement ("Agreement") with Southland. The proposed Agreement would be effective July 1st, if approved by the City Council, for a three (3) year, with two additional one (1) year options.

The services provided by Southland will remain the same as today, which are described in the Scope of Services (Exhibit "A" of the Agreement). As with the previous agreement, Southland will be responsible for all management, operation, and liability of the transit services, including vehicle maintenance and insurance of the City-provided transit vehicles.

As it is currently handled today, fuels costs (propane) will be passed through to the City as actual costs on a monthly basis as well as a "credit" to the City for collected fare revenues. The current rate schedule (Exhibit "B") reflects fuel costs estimated at \$72,000 annually in year one and increasing to \$76,384.80 in year three. Collected fare revenues are retained by Southland and off-set against actual monthly costs. The current fare structure of .50 cents for the general public and .25 cents for seniors and disabled riders are projected to come in at \$22,800 in year one, increasing to \$24,188.52 in year three.

The City currently supplies Southland with four (4) transit buses with a new fifth bus in procurement by the City utilizing available AB2766 funds through the Southern California AQMD. Upon receipt of the newest bus, one of three buses purchased by the City in 2014 will be taken out of service and returned to the City for surplus. Southland is currently providing a back-up bus from their existing fleet to be used when one of the other City-owned buses is out of service.

Fee Structure

Since July 2019, Southland has been operating both transit services at the same level of service and the same fixed rates, even though the costs to operate have significantly increased.

The City is currently paying an average of \$41,685 per month or \$500,220 on an annualized basis for both the Link and Dial-a-Ride transit services. The proposal presented to the City in 2018 in response to the RFP had a projected annual cost in 2022 of \$705,649, which accounted for the fuel pass through, but not a credit for fare revenue. The rate schedule (Exhibit B of the Agreement) that Southland

Transit has agreed to for the proposed three-year agreement beginning in Fiscal Year 2022-23 has an annual cost of \$743,974 (based on an estimated fuel cost and excluding fare revenue credit), with a net cost to the City of \$721,174 (which includes the fare revenue credit). This amount is a modest increase of 5.4% when compared to the fifth and final year of their proposal submitted to the City in 2018.

In year three of the proposed new Agreement, the net cost to the City increases to \$781,444 which is an increase of \$60,270 or 8.35% from year 1. In light of the current inflation rate that exists today, Staff believes that the proposed Agreement with Southland is a fair and reasonable agreement for the City to continue providing transportation services to the residents of community without interruption.

FISCAL IMPACT

For Fiscal Year 2022-23, the City budgeted \$87,900 for Dial-a-Ride services and \$640,800 for the fixed-route Link service for a total of \$728,700. The first year of the proposed contract has an anticipated cost to the City of \$743,974 (excluding an estimate for fare revenue – see Exhibit “B” of the Agreement). The City’s Prop A fund balance is estimated to be at \$767,900 as of June 30, 2023, which takes into consideration the budgetary numbers referenced above. Depending upon the actual numbers realized in Year 1 of the Agreement, it might be necessary to utilize approximately \$15,000 of fund balance. However, as noted above, the City has built up a healthy reserve of Prop A funds for the purpose of utilizing those funds to provide local transportation services to meet the needs of the community.

Funding for transit services comes exclusively from Prop A funds and does not affect General Fund revenues. Prop A revenues are restricted funds for transportation related purposes and have increased an average of 8.36% annually since 2018.

RECOMMENDATION

It is recommended that the City Council: (1) approve the Professional Services Agreement with Southland Transit Inc. for fixed-route and dial-a-ride transit services in the amount of \$2,261,918 for a three-year term; and (2) authorize the City Manager to execute the Agreement on behalf of the City.

ATTACHMENTS

Attachment “A” – Professional Services Agreement

CITY OF LA PUENTE

PROFESSIONAL SERVICES AGREEMENT FOR FIXED-ROUTE AND DIAL-A-RIDE TRANSIT SERVICES

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of July 1, 2022, ("Effective Date") between the City of La Puente, a municipal corporation ("City"), and Southland Transit 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 for an initial three-year term unless sooner terminated pursuant to the provisions of this Agreement. This Agreement may be extended for two additional one-year terms by mutual written agreement of the parties.

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a manner in conformance with the standards of quality normally observed by an entity providing transit services to 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 B ("Rate Schedule"), attached hereto and incorporated herein by this reference as though set forth in full, based upon actual time spent on the above tasks. This amount shall not exceed Two Million Two Hundred Sixty-One Thousand Nine Hundred and Eighteen Dollars and Zero cents (\$2,261,918.00) for the initial three-year 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.

(d) In the event that unforeseen circumstances (e.g., substantial rise in labor costs) result in Consultant's cost of operations to increase by a percentage of more than fifteen percent (15%) over the cost of operations in the previous year, or result in a substantial reduction of trips which result in Consultant's compensation declining by more than fifteen percent (15%) over the previous year, Consultant may request an adjustment of the Schedule of Payment during such times as the unforeseen circumstances shall continue. The City shall consider the request for an adjustment in good faith, but shall have sole and absolute discretion as to whether to grant said adjustment. In the event the City declines to grant said adjustment, Consultant may terminate this Agreement upon the giving of one hundred and eighty (180) days notice to City.

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.

(c) In the event that unforeseen circumstances (e.g., substantial rise in labor costs) result in Consultant's cost of operations to increase by a percentage of more than fifteen percent (15%) percent over the cost of operations in the previous year, or result in a substantial reduction of trips which result in Consultant's compensation declining by more than fifteen percent (15%) over the previous year, Consultant may request an adjustment of the Schedule of Payment during such times as the unforeseen circumstances shall continue. The City shall consider the request for an adjustment in good faith, but shall have sole and absolute discretion as to whether to grant said adjustment. In the event the City declines to grant said adjustment, Consultant may terminate this Agreement upon the giving of one hundred and eighty (180) days notice to City.

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 C attached hereto and incorporated herein by reference.

9. INDEPENDENT CONSULTANT

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

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

10. LEGAL RESPONSIBILITIES

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

11. UNDUE INFLUENCE

Consultant declares and warrants that no undue influence or pressure was used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial

arrangement, or financial inducement. No officer or employee of the City has or will receive compensation, directly or indirectly, from Consultant, or from any officer, employee or agent of Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling the City to any and all remedies at law or in equity.

12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES

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

13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

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

14. NOTICES

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

If to City:

Bob Lindsey, City Manager
City of La Puente
15900 E. Main Street
La Puente, CA 91744
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:

Jason Snow
Vice President and COO
Southland Transit, Inc.
3650 Rockwell Avenue, El Monte, CA 91731
Ph: (626) 258 1310 | Fax: (626) 258 1329
E-mail: jason@southlandtransit.com

15. ASSIGNMENT

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

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

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

24. FORCE MAJEURE.

Either party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control including, but not limited to: any incidence of fire, flood, acts of God; commandeering of material, products, plants or facilities by the federal, state or local government; national fuel shortage; or a material act of omission by the other party; when satisfactory evidence of such cause is presented to the other party, and provided further that such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing. Force Majeure shall not include (a) financial distress nor the inability to make a profit or avoid a financial loss, (b) changes in market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. The parties hereby acknowledge that while current events related to the COVID-19 pandemic are known, future impacts of the outbreak are unforeseeable and may be considered a force majeure event to the extent that they prevent the performance of a Party's obligations under this Agreement. Consultant shall within seven (7) days of the commencement of such non-performance notify the La Puente City Manager in writing of the causes of any delay/non-performance and shall make diligent efforts to resume its performance despite such force majeure. The City shall not be liable for compensation during the force majeure event. In no event shall Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused, Consultant's sole remedy being extension of the Agreement pursuant to this section.

(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”

By: 
Jason Snow, Vice President and COO

Attest:

By: _____
Sheryl Garcia, City Clerk

Approved as to form:

By: _____
Victor Ponto, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES

A. Approach

Monitoring: Contractor shall establish adequate monitoring systems, both administratively and in the field, to assure quality of service.

Key Staff: Contractor shall identify key staff, including a single contact person with whom City will have regular contact on daily operational issues. Said key staff shall be available to City staff during regular business hours and available to dispatch staff at all times when vehicles are operational. In addition, City will require identification of key management level persons with whom City representatives may require periodic contact. Staff is shall be available during normal business hours of 8:00AM -5:00PM Monday through Friday. The dispatch office shall be available during the hours of 5:00AM to 10:00PM Monday through Friday.

B. Services

Contractor shall provide the City with both Fixed Route and Dial-A-Ride transit services. The Fixed Route and Dial-A-Ride services shall be referred to collectively herein as "Transit Services". Fixed Route services shall be provided along the routes established by the City, as set forth in Attachment 1, attached hereto and incorporated herein by reference.

Contractor shall provide Dial-A-Ride paratransit services to City residents who are 55 years or older, and individuals with disabilities. Dial-A-Ride shall be available to any destination in the City, as well as to medical, dental appointments, and appointments for government related services within five miles of the City limits.

C. Purchase of Optional Services (Special Trips)

In addition to fixed route and Dial-A-Ride services, Contractor may, from time to time, upon receiving specific written authorization from City, be required to provide special transportation services using Transit Service vehicles.

D. Adjustments to Services

The Services set forth under this Agreement may be periodically adjusted, as determined by City at its sole discretion. Modifications may include but are not limited to, adding or deleting bus stops, extending, deleting or adding routes, or parts of routes, and increasing or decreasing service hours by up to fifteen percent (15%) in either direction without changing the Revenue Service Hour rate.

Any such increase or decrease in the number of service hours by up to fifteen percent (15%)

in either direction shall not require a modification of the Revenue Service Hour rates set forth in the Rate Schedule.

E. Resources and Facilities

Contractor shall provide adequate resources to perform the Services, providing City with a quality service that is responsive to customers. Contractor's facilities shall be located such that Contractor can bring a back-up vehicle into service within thirty (30) minutes. This means that the back-up vehicle shall be in service within thirty (30) minutes of notification of the in-service problem. This standard shall apply to both Fixed Route and Dial-A-Ride services.

F. Equipment - Vehicles

City shall provide Contractor with four Transit Service vehicles, Contractor shall provide one Transit Service vehicle, as needed, and no other vehicles shall be utilized to provide the Services herein, unless otherwise authorized by the City. City shall provide vehicle licenses and registration. Transit Service vehicles are provided "as is" and absolutely no allowance shall be granted to Contractor for any item involving deferred maintenance in Transit Service vehicles provided. City shall cause Transit Service vehicles to be inspected prior to end of this Agreement by an independent third party selected by City. Contractor shall complete any repair deemed deferred by City.

G. Other Equipment

- a. Radios - Transit Service vehicles shall be equipped with Contractor owned radios. Contractor shall be responsible for proper maintenance, licensing and replacement when required of said equipment and shall comply with all applicable federal statutes and regulations in connection with such use.
- b. Phone Number. Contractor shall provide a reservation phone number for Dial-A-Ride services, and shall be responsible for the installation, maintenance and proper performance of the equipment.
- c. Computer-Assisted Dispatching Software. Contractor shall utilize computer-assisted software to facilitate the smooth operation of demand response services. A windows-based product shall be considered. Contractor shall make key staff persons available for the required number of training hours and/or days and for the subsequent implementation and ongoing use of the software package.
- d. Maps. Contractor shall provide its staff (dispatch and demand response drivers) with current Thomas Brother Guide maps.

H. Personnel

- a. Contractor shall be solely responsible for the provision and satisfactory work performance of all employees. City shall have the right to demand removal from the project, for reasonable cause, any personnel furnished by Contractor, throughout the term of this Agreement.

- b. Staffing of Dispatch Office: Personnel with dispatch capabilities shall staff Contractor's office during revenue service hours (all times when vehicles are in revenue service). Telephone service shall be provided at Contractor's expense. This shall include special service periods, such as later evening service and holiday service when the Dial-a- Ride is in operation.
- c. Project Manager: The named project manager shall be available to City staff during regular business hours of 8:00AM – 5:00PM and after hours by cell phone for emergencies.
- d. Driver Qualifications: Contractor shall furnish drivers who are at all times:
 - i. Legally licensed to operate a bus, or Transit Service vehicle necessary to comply with the Services set forth in this Agreement, in the State of California with a valid California Class B driver's license and medical examination certificate, as well as any other licenses required by applicable Federal, State or local regulations.
 - ii. Alert, careful, courteous and competent in their driving habits.
 - iii. Neat and clean in appearance and properly uniformed. At Contractor's expense, each driver shall be provided with a minimum of two uniforms of a color to be approved by City.
 - iv. Enrolled in the California Department of Motor Vehicles ("DMV") pull notice program ("Program"), and who meet the following requirements:
 - 1. No more than three (3) moving violations during the five (5) year period preceding application for the DMV's Program;
 - 2. No more than one (1) moving violation within the twelve (12) month period preceding application for the DMV's Program; moving violations will be monitored during each semi-annual review of the driving record;
 - 3. No reckless driving violations shall be allowed;
 - 4. No convictions for any felony or drug or alcohol offense;
 - v. Under no condition shall an applicant be accepted as if he or she has ever been convicted of a felony and/or he or she has ever been convicted of a drug or alcohol offense or had his or her license suspended due to a drug or alcohol offense. City shall review and consider any license suspension for reasons other than drug or alcohol
- e. Testing and Driving Records: To the extent legally permissible, Contractor shall provide a program for drug testing of drivers and other personnel in a form reasonably acceptable to City. Contractor shall have in place pre-employment and random testing procedures in full compliance with Federal drug-testing law (40 USC, Section 702, Drug-Free Workplace Act, 1988; 40 CFR, Part 29.600-29.635, Subpart F. Drug-Free Workplace).
- f. Training: All drivers shall receive initial and ongoing training in, at minimum:
 - i. Defensive driving
 - ii. Emergency first aid
 - iii. Cardio-pulmonary resuscitation
 - iv. Passenger assistance techniques, including operation of lift-equipment
 - v. Los Angeles County's fixed-route service standards related to persons with disabilities and complementary paratransit service standards related

- to persons with disabilities
- vi. General vehicle handling and safety
- vii. Passenger relations
- viii. Any and all training required by federal, state or local law
- g. “New Hire” training shall be no less than the minimum required by law and shall include both classroom and behind-the-wheel training. Drivers are required to receive at least fifty percent of their defensive driver training and the “hands on” portion of the sensitivity training prior to providing service under this Agreement. All remaining new-hire driver training must be completed no more than thirty (30) days after any given driver begins providing service.
- h. “Refresher” training is required for all drivers on an annual basis and may be addressed through routine safety meetings. Monthly safety meetings shall be conducted for all staff associated within this Agreement to advise them of changes in procedure and to reinforce practices related to provision of quality service. Contractor shall maintain records of new-hire training completion and safety meeting attendance.
- i. Driver Responsibilities: In addition to their routine driving responsibilities, drivers shall, when requested by City, hand out notices to passengers or otherwise render assistance in City’s monitoring and marketing activities. Drivers shall collect fares, tokens, and honor special passes, accept and distribute transfers. If City implements an alternative cashless fare-paying method, then the drivers shall attend City-provided training associated with any new fare payment/passenger data collection device and, following the training, to properly utilize such equipment on their vehicles.
- j. City may occasionally require driver cooperation and assistance with on-board passenger surveys, bus stop alighting counts, or similar data collection processes during the course of the regular service day.

I. Fares

Passenger Fares: Passenger fares will be collected from every person boarding the Transit Service vehicles, with the exception that children age 1 and younger are free when accompanied by a fare paying adult. Some exceptions in fare payment may be extended by City policy. City reserves the right to adjust passenger fares at any time. Fares received by the Contractor shall be enumerated daily by mode (demand response vs. fixed route) and ideally by route. Contractor shall be responsible for tracking varying fare programs (i.e. Easy-pass program, Kaiser Hospital employee discount program, senior discount fares, etc.)

Fare Collection and Reporting: Contractor shall be responsible for counting fare box revenue on a daily basis. Fares shall be credited to City in the monthly invoice, reported at minimum by mode of service. City reserves the right to audit passenger fares and fare collection procedures at any time, at its sole discretion.

J. Maintenance

Vehicle Maintenance: All vehicles used in service to City shall be maintained in safe,

comfortable and clean working order. Contractor at its sole cost and expense, shall provide all repairs, parts, lubricants and supplies required for operation of the Transit Service vehicles.

- a. Contractor shall ensure that adequate preventive maintenance is in place at intervals recommended by the Original Equipment Manufacturer to forestall the need for major repairs. Contractor shall have the facilities and personnel to provide all routine repairs, although sub-contracts for bodywork or selected major repairs are acceptable. Maintenance records shall be maintained and kept current and submitted with the Contractor's monthly invoice to the City. All vehicle repair or maintenance work must be performed or approved by a certified vehicle mechanic. Contractor personnel must have the ability to repair or to procure service for accessory equipment such as, but not limited to, fare boxes, radios and lift equipment.
- b. Contractor shall provide the services of a qualified maintenance manager. This individual may be the lead mechanic. The Maintenance Manager shall have a minimum of three years journeyman level experience, including experience working on transit-type vehicles and experience in directing the work of other maintenance personnel.
- c. CHP Terminal Yard Inspections. Contractor shall obtain satisfactory ratings from the California Highway Patrol Motor Carrier Safety inspectors on its annual terminal inspection and certification process, pursuant to the California Vehicle Code (Section 34501 (c) and (e). Contractor shall provide City with a copy of the inspection certification and documentation of the repair or replacement of any items so cited within thirty (30) days of receipt from California Highway Patrol. Contractor shall notify City within twenty-four (24) hours of an "unsatisfactory" rating. In the event of such a rating, Contractor is required to undertake actions necessary to obtain a "satisfactory" rating within thirty (30) days and to be responsible for scheduling a repeat inspection with the California Highway Patrol.
- d. Safety Inspections: Contractor shall perform daily safety inspections of all Transit Service vehicles prior to beginning each day's service. Transit Service vehicles failing the daily inspection shall not be used in service until the reason for failure is corrected. For passenger comfort, the heating and air conditioning units of all vehicles shall be kept in proper working order.
- e. City may inspect Transit Service vehicles at any reasonable time and may bar a Transit Service vehicle from a service until any identified problem is corrected. Contractor may be required, at Contractor's expense, to transport the Transit Service vehicles to City's designated inspection facilities. Contractor is required to replace all Transit Service vehicles taken out of service with similar-type, unmarked vehicles to minimize service interruptions.

- f. Wheelchair lifts and ramps shall be fully operational whenever a Transit Service vehicle is used in Service.
- g. Vehicle Cleaning: All Transit Service vehicles shall be cleaned throughout, both inside and out. Transit Service vehicle interiors shall be cleaned prior to each day of service, including daily sweeping and wiping of surfaces as required. Once weekly washing of interior sidewalls, floors, seats, handrails and stanchions, and inside windows shall be required. Interior of Transit Service vehicles shall be cleaned sufficiently that they are odor-free, as determined by City in its sole discretion. A biological hazard clean-up kits will be available on each bus for incidental cleaning of human bodily fluids and solids. Vehicle exteriors shall be washed at least once weekly or more often if needed. Contractor shall maintain an up-to-date record of all washings and major cleanings. Said record shall be made available to City upon request.
- h. Transit Service vehicles may be removed from service upon request by City for unacceptable interior or exterior appearance or unacceptable odor.
- i. Graffiti: Graffiti shall be removed from Transit Service vehicles daily.
- j. Physical Damage: All physical damage to Transit Service vehicles shall be repaired within ten (10) working days of occurrence in a high-quality manner, regardless of cause. Any extension of days required for repair must be authorized by City.
- k. Security: Contractor shall provide for sufficient security at Contractor's yard in order to ensure adequate protection of the Transit Service vehicles in use for this Agreement.

K. Americans with Disabilities Act

Contractor shall assist City in fully complying with the Americans with Disabilities Act of 1990 as it relates to the delivery of Services set forth in this Agreement.

L. Customer Complaints

Customer comments/complaints received by City shall be transmitted to Contractor for responses, within forty-eight (48) hours. Complaints received directly by Contractor shall be similarly documented. A monthly report shall be transmitted to City for review within 10 days of the month end. If City receives two or more verifiable customer complaints on the same driver within one quarter, City reserves the right to request that the driver be removed from providing Services under this Agreement.

M. Accident, Incident and Emergency Procedures

- a. Accidents or Incidents. Contractor shall have an accident/incident and emergency notification program that keeps City notified of accidents/incidents or emergencies and the progress of claims to assure City that claims are promptly and fairly handled. All accidents must be reported to City by telephone within three hours or at the beginning of the next business day, if the accident occurs at night, and in writing within 24 hours. Incident reports filed by drivers must be provided to City on, at minimum, a once weekly basis.
- b. Emergencies. Contractor shall comply with all local, state and federal disaster preparedness and emergency preparedness and response standards, procedures and protocols, including, but not limited to, those which may be established by the State Office of Emergency Services (OES) and the Federal Emergency Management Administration (FEMA). Contractor shall be familiar with the Incident Command System (ICS), and, if requested by City, and at no additional cost to City, Contractor shall cooperate with, and participate in, any disaster/emergency response exercise scheduled by City. Any request for Contractor to participate in such an exercise shall be made in writing at least thirty (30) days prior to the scheduled date of the exercise. Within sixty (60) days after the effective date of this Agreement, Contractor shall submit to City for review and approval its Emergency Response Plan of operations.
- c. In the event of an emergency or natural disaster, Contractor shall make available, to the maximum extent possible, transportation and communications services and facilities to assist City in ameliorating such incidents. To the extent City requires Contractor to provide such emergency services and facilities, Contractor shall be relieved of the obligation to fulfill the duties and responsibilities to operate the Services set forth in this Agreement. Further, Contractor shall be entitled to be paid reasonable compensation for providing such emergency services and facilities, provided however, that the amount of such compensation and time of its payment shall be mutually agreed upon by Contractor and City following the conclusion of the emergency or disaster, or at such other time as they may mutually agree. Training of personnel in emergency procedures shall be the sole responsibility of Contractor and shall be included in the new hire and monthly safety meeting training program.

N. Records and Reports

City will work closely with Contractor in monitoring use patterns and the viability of the Fixed Route schedules. Changes to the routing and/or scheduling, as it relates to improving the quality of local services and potentially connecting with regional transportation services, may be anticipated and will require the cooperative efforts of Contractor and City.

Monthly reporting by service type and route to City shall include, at a minimum, but not limited to:

- Total Passengers – number of riders (noting fare type, free boarding and transfers for

in-service Transit Service vehicles, system wide and by route.)

- Passenger Boarding on the Lift – system wide and by route.
- Total Vehicle Revenue Hours – number of hours Transit Service vehicles are in revenue operation, system wide and by route
- Total Vehicle Hours – including deadhead, system wide and by route.
- Total Vehicle Revenue Miles – number of miles Transit Service vehicles travel in revenue service, system wide and by route.
- Total Vehicle Miles Report – detailing revenue service and deadhead mileage (to include training, maintenance or other mileage), system wide and by route or service type.
- Total Revenues Collected – total cash fares collected from passengers and total non-cash fares recorded, system wide and by route.
- Total transfers issued for Fixed-Route – by fixed-route mode only.
- Total transfers received for Fixed-Route – by fixed-route mode only.
- Total Accidents and Road Calls – All types.
- Passenger Use of Bike Racks –Fixed route, system wide, and by route.
- Late Loops and Missed Loops per Billing Period - Fixed route mode and by route.
- No-Shows, Cancellations and Trips Completed - Demand response service and by mode.
- On-Time Performance – sample from each route of at least five time checks per route per reporting period, reporting percent of time Transit Service vehicles are at time points zero minutes early and up to five minutes late of time points checked.
- Missed Service Hours – hours or fractions thereof of scheduled service not provided.
- Accurate hours worked per month for all employees for computation of FTEs.

Contractor records shall be stored for no less than five (5) years after the termination of this Agreement, in a safe and secure place.

O. Quality of Service

The following represents the minimum quality of service that is contemplated by this Agreement. Based on the previous performance history of transit service within City those standards are achievable and represent the reasonable expectations of City and transit riders. The level of compensation for services is contingent upon Contractor meeting the performance standards. The following table lists the minimum quality of service.

La Puente Transit Service Standards

MEASURE	STANDARD
Fixed-Route Services	
A. On-Time Performance (zero minutes early and up to five minutes after the scheduled arrival time)	90%
B. Scheduled Hours of Operation (completion of scheduled service hours)	97.5%

Dial-a-Ride Service	
A. On-Time - pick up within 40 minute window of call, based on dispatch estimate	≥ 90%
B. Average Wait-Time (elapsed 40 min. time between an immediate service request and passenger pick-up)	40 minutes
C. Average Service Time (wait-time plus ride time although may be longer for service to/from outlying areas)	≤ 60 minutes
Overall System	
A. Customer Complaints (verifiable complaints, 3 monthly not including questions or comments)	3 monthly
B. Average Time Hold (Reservation Line)	60 seconds

P. Ongoing Planning and Marketing

Contractor shall participate with City in the design and implementation of any reasonable changes in the Services set forth in this Agreement. Also, recognizing Contractor's expertise, Contractor shall advise City of any observations that suggest modifications to the service may be warranted – in such areas as routing, scheduling, marketing, and so forth – for purposes of improving the transit service. Implementing Contractor's suggestions shall be at City discretion.

Q. Receipt of New Vehicles and at Contract End

Contractor shall acknowledge receipt of the Transit Service vehicles and equipment, as well as Transit Service vehicles subsequently added to the fleet, and that said items have been received in good condition and working order less normal wear and tear. City will inspect the Transit Service vehicles prior to award of contract and periodically during the term of this Agreement.

When new Transit Service vehicles are received by City, Contractor shall assist City and may, if directed, act as agent of City in new vehicle inspections, prior to approving Transit Service vehicles for placement into service.

Upon termination of this Agreement contract, Contractor shall return all City-owned equipment, with no deferred maintenance or damage, less reasonable wear and tear to City. Contractor shall, at its sole expense, repair or replace any City- owned equipment which may be damaged or lost by reason of collision, negligence, abuse, vandalism, or other like cause. Contractor shall bear the cost of any identified repairs which have not been completed prior to the end of this Agreement. The costs shall be deducted from Contractor's final payment. However, in no event shall Contractor's liability exceed actual cash value of the Transit Service vehicle(s) and equipment so damaged.

R. Hours and Days of Operation

Fixed route service is provided along the designated routes, seven days per week. Service hours are:

Monday through Friday	6:00 am to 7:00 pm
Saturday	9:00 am to 6:00 pm
Sunday	9:00 am to 5:00 pm

City Dial-a-Ride operating hours are:

Monday through Friday	8:00 am to 6:00 pm
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S. Descriptions of Service Modes

Transit Services observe the following holidays when no service is provided:

- a. New Year's Day
- b. Martin Luther King, Jr. Day
- c. Memorial Day
- d. Independence Day
- e. Labor Day
- f. Thanksgiving Day
- g. Christmas Day

T. Fixed-Route Service:

The Fixed-Route is served by two Transit Service vehicles along two-routes, and is known as the Link. One route is the "Green Line" and Transit Service vehicles run in a clockwise manner. The other route is the "Yellow Line" with Transit Service vehicles running counter-clockwise. Two buses run 30 minutes apart on each route.

U. City Dial-a-Ride Service:

The City's Dial-A-Ride is an ADA accessible program serving riders within the City limits. This service provides transportation for senior citizens age 55 and over as well as persons with disabilities, by group load or individual service. Currently there is a 40-minute response time allowance.

Curb-to-Curb Service is provided. Trip requests are made in advance or on the day the individual wishes to travel if same day service is available. Advanced reservations (taken up to 7 days in advance) and subscription/standing order trips are also available. Riders typically request service at the time they are ready for transport. Riders are allowed to travel three (3) miles outside the City limits for medical, dental or government appointments. Riders are only allowed to travel with four (4) bags. Riders may travel with one escort and the escort travels free of charge.

Yellow Line - Weekday Schedule

[illegible]

Yellow Line - Weekend Schedule

[illegible]

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www.lapuenta.org

EXHIBIT B

RATE SCHEDULE

	YEAR 1	YEAR 2	YEAR 3
Monthly Fixed Rate	\$ 25,338	\$ 26,049	\$ 26,570
Dial A Ride Rate/Hr.	\$ 40.59	\$ 43.69	\$ 45.28
LINK Rate/Hr.	\$ 37.12	\$ 39.96	\$ 41.41
Annual Fixed Amount	\$ 304,060	\$ 312,592	\$ 318,845
Dial A Ride Rev. Hour Amount	\$ 44,648	\$ 48,060	\$ 49,804
LINK Rev. Hour Amount	\$ 323,266	\$ 347,972	\$ 360,598
Fuel Pass Thru (Estimate for budgeting purposes)	\$ 72,000	\$ 74,160	\$ 76,385
SUBTOTAL	\$ 743,974	\$ 782,784	\$ 805,632
Less Fare Revenue (Projected)	(\$22,800)	(\$23,484)	(\$24,188)
NET ANNUAL COST	\$ 721,174	\$ 759,300	\$ 781,444

EXHIBIT C

INSURANCE REQUIREMENTS

Without limiting Consultant's indemnification of City, and prior to commencement of the Services, Consultant shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and, in a form, satisfactory to 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 \$3,000,000.00 per occurrence, \$6,000,000.00 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 \$10,000,000.00 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: July 26, 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.