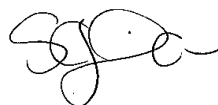


# NOTICE OF CANCELLATION

## CITY OF LA PUENTE

### REGULAR MEETING OF THE LA PUENTE CITY COUNCIL

**NOTICE IS HEREBY GIVEN** that the Regular Meeting of the La Puente City Council and Successor Agency scheduled for Wednesday, November 9, 2022, at 7:00 p.m. in City Hall Council Chambers, 15900 E. Main Street, La Puente, is cancelled.



Date: November 4, 2022

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Sheryl Garcia, City Clerk

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|                       |      |                      |
|-----------------------|------|----------------------|
| STATE OF CALIFORNIA   | )    |                      |
| COUNTY OF LOS ANGELES | ) SS | AFFIDAVIT OF POSTING |
| CITY OF LA PUENTE     | )    |                      |

I, Sheryl Garcia, declare as follows:

That I am the City Clerk for the City of La Puente; that the Regular Meeting of the La Puente City Council and Successor Agency scheduled for November 9, 2022, at 7:00 p.m. was cancelled; that a copy of said Notice of Cancellation was posted in accordance with all applicable laws; and the Notice of Cancellation was provided to members of the City Council.

I declare under penalty of perjury that the foregoing is true and correct.



Date: November 4, 2022

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Sheryl Garcia, City Clerk

MINUTES  
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY  
CLOSED SESSION AND REGULAR MEETING OF  
SEPTEMBER 27, 2022

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

A Closed Session and Regular Meeting of the City Council of the City of La Puente was held in the Council Chambers of City Hall, 15900 East Main Street, La Puente, California, on Tuesday, September 27, 2022, at 6:00 p.m.

6:00 P.M. CLOSED SESSION

CALL TO ORDER

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

ROLL CALL

Members present:           Klinakis, Munoz, Mendoza (arrived via teleconference at 6:06 p.m.),  
Quinones.

Members absent:           Argudo.

Staff members present:   City Manager Bob Lindsey, City Attorney Jesse Jauregui, Director of  
Administrative Services Troy Grunklee, Management Assistant Cece  
Dunlap, Office Specialist Christine Soo, and Office Specialist Natalie  
Romo.

PLEDGE OF ALLEGIANCE

Mayor Klinakis led the Pledge of Allegiance.

ORAL COMMUNICATIONS – None.

RECESS INTO CLOSED SESSION

The City Council recessed into closed session at 6:03 p.m. to discuss the item as posted on the agenda.

CLOSED SESSION

1. Conference with Legal Counsel – Pending Litigation Cal Gov't Code § 54956.9(d)(1). Calderon et al v Southland Transit et al L.A.S.C. No. 21STCV02558

## RECONVENE TO OPEN SESSION

The City Council reconvened to open session at 6:21 p.m.

## REPORT OUT OF CLOSED SESSION

City Attorney Jauregui reported that the City Council was briefed on the facts and circumstances pursuant to Cal Gov't Code § 54956.9(d)(1), and further direction was provided.

Management Assistant Dunlap requested clarification that Council Member Mendoza attended the closed session meeting 6:06 p.m. Mayor Klinakis confirmed that Council Member Mendoza participated in the closed session meeting at that time.

## ADJOURNMENT

There being no further business before the City Council, Mayor Klinakis adjourned the meeting at 6:23 p.m.

## 7:00 P.M. REGULAR SESSION

### CALL TO ORDER

Mayor Klinakis called the meeting to order at 7:04 p.m.

### ROLL CALL

Members present: Klinakis, Munoz, Quinones.

Members absent: Argudo, Mendoza.

Staff members present: City Manager Bob Lindsey, City Attorney Jesse Jauregui, Director of Administrative Services Troy Grunklee, Director of Development Services John Di Mario, Director of Community Services Alexander Bauman, Finance Manager Alexander Merkel-Medina, Management Assistant Cece Dunlap, Office Specialist Christine Soo, and Office Specialist Natalie Romo.

### PLEDGE OF ALLEGIANCE

Mayor Klinakis led the Pledge of Allegiance.

PRESENTATIONS – None.

## ORAL COMMUNICATIONS

Amy Rowland, President of the La Puente Historical Society, announced that the society will be hosting a barbeque event to honor the John Rowland home that was built in 1855.

Amadeo Rodriguez announced his candidacy for City Council. He also shared that a fire took place at his residence on Monday, September 27, 2022, and further thanked the first responders for their services.

Fernando Solis spoke regarding La Puente Live, public records requests he submitted, and the Hacienda La Puente Unified School District pool project.

Ricardo Martinez shared his support for the vendors of the La Puente Live night market. He further spoke about Measure LP that was passed in 2018.

Joe Bautista spoke about the lack of cooling centers during the recent heat wave.

Diana Villalobos spoke about the use of the soccer field at La Puente Park.

Roger Villegas expressed support for the La Puente Live night market.

Lori Villegas expressed support for the farmers market and its vendors.

Jane Pfeifroth shared that she has attended the La Puente Live night market since its opening, and further expressed support for the event.

Veronica Contreras shared that the La Puente Live farmers market is part of her family's livelihood and expressed her support for keeping the market open. She further thanked everyone involved in operating the farmers' market.

Gloria shared that she is a food vendor at the La Puente Live night market and expressed support for the market, noting that it is part of her livelihood.

Angelica expressed gratitude for the La Puente Live market because it allows her to give back to her community with her real estate, tax, and notary services.

Angela shared her great experiences with Eli and the vendors at the night market.

Sandra shared that she is a vendor at the La Puente Live night market and expressed support for the continuity of the event.

Maria Florentino shared that she is a La Puente Live vendor and further expressed support for the continuity of the La Puente live night market.

Pedro Flores spoke regarding the La Puente Live night market and the financial impact of its potential closure on his business.

Enrique Morales shared his experience being a vendor at the La Puente Live night market and expressed support for keeping it open.

David Sosa shared his experience as a food vendor at the La Puente Live market and asked the City to support the night market.

Rosa Tamayo shared that she has been a vendor at La Puente Live for seven years, and expressed support for the market, noting that it is part of her livelihood.

Esteban Ortiz shared that he is a vendor at the La Puente Live night market and asked the support of the City Council to keep the market open.

Jesus Iniguez shared that he has been a vendor at La Puente Live since 2015 and expressed support for the continuity of the market.

Genoveva Perez shared that she is a vendor at La Puente Live and expressed support for the continuity of the market.

Eli Tawil spoke regarding his operation of the La Puente Live market and asked for the City's support to create a peaceful work environment for his vendors.

#### BOARDS/COMMISSION/COMMITTEE REPORTS

Council Member Quinones reported his attendance of the Serenity Home grand opening event in Baldwin Park, which is a housing project for families experiencing homelessness that was created by the San Gabriel Valley COG in partnership with the Baldwin Park City Council.

Mayor Klinakis reported his attendance of a San Gabriel Valley Mosquito and Vector Control meeting and reminded the public to empty containers of standing water to avoid an increase of mosquitos.

#### 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 SEPTEMBER 13, 2022

A motion was made by Mayor Pro Tem Munoz, seconded by Mayor Klinakis, to waive the reading and approve the Minutes of the City Council and Successor Agency meetings of September 13, 2022. The motion carried by the following roll call vote:

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

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL – None

C. UNFINISHED BUSINESS OF THE CITY COUNCIL – None

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

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

AYES: Klinakis, Munoz, Quinones.

NOES: None

ABSTAIN: None

ABSENT: Argudo, Mendoza.

D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT REGISTER NO. 1538

Action Taken: The City Council and Successor Agency adopted Resolution No. 22-5752 approving Warrant Register No. 1538.

D-2 PRESENTATION OF AUGUST 2022 REQUISITION SUMMARY REPORT

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

D-3 PRESENTATION OF AUGUST 2022 INVESTMENT REPORT

Action Taken: The City Council received and filed 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

Action Taken: The City Council adopted Resolution No. 22-5753, authorizing the City Council, City Boards, and all Commissions of the City continue to hold teleconferenced meetings from September 29, 2022, through October 29, 2022.

D-5 CONSIDERATION OF A LICENSE AGREEMENT BETWEEN THE CITY OF LA PUENTE AND JESUS RODRIGUEZ FOR THE USE OF CITY PROPERTY LOCATED AT THE INTERSECTION OF VALLEY BOULEVARD FOR HOLIDAY SALES

Action Taken: The City Council: (1) approved the License Agreement with Jesus Rodriguez; and (2) authorized the City Manager to execute the License Agreement on behalf of the City.

D-6 CONSIDERATION OF A PURCHASE ORDER CONTRACT WITH BIG TREES NURSERY FOR THE PURCHASE AND INSTALLATION OF TREES AT LA PUENTE PARK, GRACE NAPOLITANO NATURE EDUCATION CENTER AND CITY PARKWAYS

Action Taken: The City Council: (1) awarded the purchase order contract to Big Trees Nursery in the amount of \$59,975.00; and (2) authorized the City Manager to execute the contract and approve change orders up to 10% of the original proposal amount.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 PRESENTATION OF AUGUST 2022 BUDGET REPORT

Finance Manager Merkel-Medina provided a report on the August 2022 budget.

In response to an inquiry by Mayor Pro-Tem Munoz, Finance Manager Merkle-Medina confirmed the budget is a public record and available for public view and it is audited annually.

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

E-2 DISCUSSION AND DIRECTION REGARDING THE REPAINTING OF THE COURTYARD AT THE COMMUNITY CENTER AND REPLACEMENT OF SHADE AWNINGS

City Manager Lindsey noted that Council Member Argudo had previously requested more options for the shade awnings at the Community Center.

Assistant Planner Juan Galvan provided renderings demonstrating the proposed color palette for repainting the Community Center Courtyard. Council Member Quinones suggested using more neutral tones since it is used for various community events.

Discussion ensued regarding the color palette for the Community Center Courtyard. Assistant Planner Galvan provided options for the shade awning within the Courtyard.

The City Council reached a consensus to select the shade awning with the three-piece cover and provided direction to staff to bring back additional color options.

E-3 UPDATE, DISCUSSION AND DIRECTION REGARDING CURRENT AND UPCOMING PROJECTS AT LA PUENTE PARK

City Manager Lindsey introduced discussion regarding maintenance and beautification at the Grace E. Napolitano Nature and Education Center. Assistant Planner Galvan provided a site plan mapping the proposed projects for the nature center such as resodding, implementation of a dog park, and installation of a wrought-iron fence for the dog park.

Mayor Pro Tem Munoz expressed support for the implementation of a dog park and focusing on the smaller park areas within La Puente.

Council Member Quinones suggested expanding the dog park area into the hilltop to provide more play areas for the dogs.

Mayor Klinakis noted that the nature center was created with state funding and requested that Staff research if the proposed projects are within the conditions of the state requirements for the funding provided.

The City Council reached a consensus to move forward with the proposed park projects.

#### AD HOC COMMITTEE REPORTS

Code Enforcement: Nothing to report.

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

Comprehensive Fee Schedule: Nothing to report.

Park Ordinance Oversight: Nothing to report.

Project LEAD: Council Member Quinones reported that the ad hoc committee met with the principals of Del Valle and Workman Elementary, and with multiple sixth-grade classes. He shared the student's excitement for being involved with the government and mentioned that the students would like to propose an event for the City.

Community Safety and Welfare: Nothing to report.

Homeless Oversight: Nothing to report.

LPQT Action Committee: Council Member Quinones reported that the ad hoc committee will be hosting a webinar on October 12 and 14, 2022 for youth and parents of the LGBTQ+ community, as well as businesses needing resources.

Adaptive Sports League Enrichment and Oversight Committee: Mayor Klinakis reported that the ad hoc committee met to discuss the goals and advancement of the program.

AB 1234 REPORTS - None

#### ORAL COMMENTS FROM COUNCIL

Mayor Klinakis recognized Acting Assistant Chief Richard Stillwagon from Los Angeles County Fire Department for his service to the community. He further thanked City Manager Lindsey and Staff for organizing cooling stations for residents within the community.

Council Member Quinones expressed appreciation to City Staff for their hard work and efforts.

#### ORAL COMMENTS FROM STAFF

City Manager Lindsey addressed a residents' concern regarding cooling stations within the community. He noted that there are cooling stations available to residents during the heat wave and invited residents to City Hall should they need a place to cool down.

Director of Development Services Di Mario announced the La Puente Park middle restroom renovation bid opening on September 29, 2022, and the Community Center parking lot bid to open on October 6, 2022.

City Manager Lindsey noted efforts to involve Project LEAD students in Christmas concerts at the park. He further stated that on October 17, 2002, the concrete pad for the large picnic area would be poured, thus commencing its construction.

#### ADJOURNMENT

There being no further business before the City Council, Mayor Klinakis adjourned the meeting at 9:08 p.m.

Approved this 25<sup>th</sup> day of October, 2022.

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Sheryl Garcia  
City Clerk

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Charlie Klinakis  
Mayor/Chair

**RESOLUTION NO. 22-5758**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF LA PUENTE ALLOWING CERTAIN CLAIMS AND  
DEMANDS IN THE AMOUNT \$441,257.99 (WARRANT  
REGISTER 1540)**

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 8631 through 8718 ACH(s) numbered 447 through 455, and Draft numbered 01790 except for voided warrants 8641 and 8715 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 25<sup>th</sup> day of October 2022, by the following vote:

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

\_\_\_\_\_  
Charlie Klinakis, Mayor

ATTEST:

\_\_\_\_\_  
Sheryl Garcia, City Clerk



City of La Puente

# Check Register Report

By Payment Number

Payment Dates 10/6/2022 - 10/14/2022

| Payment Number | Payment Date<br>Payable Number | Vendor #<br>Description                | Vendor Name                            | Account Number | Payment Amount<br>Item Amount |
|----------------|--------------------------------|----------------------------------------|----------------------------------------|----------------|-------------------------------|
| 447            | 10/7/2022                      | ALTALANG                               | ALTA LANGUAGE SERVICES, INC.           |                | 1,179.25                      |
|                | IN614134                       | 09/27 SPANISH REMOTE INTERPRETATION    |                                        | 100-1120-53111 | 926.25                        |
|                | IS614912                       | BILINGUAL TESTING                      |                                        | 100-1135-53406 | 253.00                        |
| 448            | 10/7/2022                      | GLOURB                                 | GLOBAL URBAN STRATEGIES, INC           |                | 8,000.00                      |
|                | 236                            | ONLINE SURVEY                          |                                        | 263-3320-53416 | 4,000.00                      |
|                | 237                            | WEBSITE TRAINING                       |                                        | 263-3320-53416 | 4,000.00                      |
| 449            | 10/7/2022                      | LANWEST                                | LANDSCAPE WEST MANAGEMENT SERVICES INC |                | 8,305.96                      |
|                | 10677                          | 09/22 SR CTR LANDSCAPE SVC             |                                        | 100-4130-53814 | 176.91                        |
|                | 10677                          | 09/22 MEDIANS LANDSCAPE SVC            |                                        | 200-3120-53814 | 5,679.18                      |
|                | 10677                          | 09/22 ELLIOT PLACE TR LANDSCAPE SVC    |                                        | 200-3120-53814 | 265.15                        |
|                | 10677                          | 09/22 CH LANDSCAPE SVC                 |                                        | 285-3330-53814 | 2,184.72                      |
| 450            | 10/7/2022                      | LEA360                                 | LEAR360                                |                | 4,415.52                      |
|                | INV-2021000182                 | 07-09/22 OFFICE 365 QTRLY BILING       |                                        | 550-6100-53017 | 4,415.52                      |
| 451            | 10/7/2022                      | MARTOR                                 | MARTHA TORRES                          |                | 20.00                         |
|                | INV0007988                     | REIMB-GIFT CARDS                       |                                        | 100-1135-53976 | 20.00                         |
| 452            | 10/7/2022                      | TANKO                                  | TANKO LIGHTING                         |                | 8,536.00                      |
|                | 68458                          | POLE REPLACEMENT-SAN JOSE              |                                        | 285-3330-53111 | 8,536.00                      |
| 453            | 10/14/2022                     | ENTFMT                                 | ENTERPRISE FM TRUST                    |                | 10,584.86                     |
|                | FBN4565490                     | 10/22 VEHICLE MTCE                     |                                        | 555-3150-53812 | 1,200.61                      |
|                | FBN4565490                     | 10/22 VEHICLE LEASE                    |                                        | 555-3150-53912 | 9,384.25                      |
| 454            | 10/14/2022                     | GLOURB                                 | GLOBAL URBAN STRATEGIES, INC           |                | 16,000.00                     |
|                | 234                            | SOCIAL MEDIA CONTRACT SVC              |                                        | 263-3320-53416 | 16,000.00                     |
| 455            | 10/14/2022                     | THYSSE                                 | TK ELEVATOR                            |                | 486.92                        |
|                | 3006869889                     | 10-12/22 CC ELEVATOR MTCE              |                                        | 285-3330-53813 | 486.92                        |
| 8631           | 10/7/2022                      | AIRGAS                                 | AIRGAS USA LLC                         |                | 84.68                         |
|                | 9130066222                     | CARBON DIOXIDE                         |                                        | 100-3330-53011 | 84.68                         |
| 8632           | 10/7/2022                      | AMABUS                                 | AMAZON CAPITAL SERVICES INC            |                | 813.10                        |
|                | 14T4-MJ4L-9LX1                 | ORGANIZERS                             |                                        | 100-1130-53011 | 24.07                         |
|                | 14T4-MJ4L-9LX1                 | ORGANIZERS                             |                                        | 100-3300-53011 | 72.01                         |
|                | 1NNR-MQ31-G6WP                 | DIA DE LOS MUERTOS SUPPLIES            |                                        | 100-4140-53979 | 160.44                        |
|                | 1YD7-RGCD-FDFY                 | TONERS                                 |                                        | 550-6100-53018 | 556.58                        |
| 8633           | 10/7/2022                      | CAMPAM                                 | AMERICAN CAMPERS                       |                | 2,540.38                      |
|                | 6994                           | AC VEH LIGHT REPAIR                    |                                        | 555-3150-53812 | 596.91                        |
|                | 6995                           | AC VEH LIGHT REPAIR                    |                                        | 555-3150-53812 | 975.36                        |
|                | 6996                           | AC VEHICLE LIGHT REPAIR                |                                        | 555-3150-53812 | 968.11                        |
| 8634           | 10/7/2022                      | ANTSEN                                 | ANTHONY SENA                           |                | 125.64                        |
|                | INV0007991                     | BOOT REIM-SENA                         |                                        | 100-3330-53015 | 125.64                        |
| 8635           | 10/7/2022                      | ANTINC                                 | ANTROPY, INC                           |                | 225.00                        |
|                | 8606                           | FIREWALL SUPPORT SVC                   |                                        | 550-6100-53017 | 225.00                        |
| 8636           | 10/7/2022                      | ATT                                    | AT&T                                   |                | 422.26                        |
|                | 000018834923                   | 08/28-09/27 PHONE - SR CENTER 911 LINE |                                        | 100-4130-53715 | 69.58                         |
|                | 000018834924                   | 08/28-09/27 PHONE-MTCE YARD ALARM      |                                        | 285-3330-53715 | 23.20                         |
|                | 000018834925                   | 08/28-09/27 PHONE-CH FAX LINE          |                                        | 100-1150-53715 | 78.63                         |

## Check Register Report

Payment Dates: 10/6/2022 - 10/14/2022

| Payment Number | Payment Date<br>Payable Number | Vendor #<br>Description              | Vendor Name                   | Account Number | Payment Amount<br>Item Amount |
|----------------|--------------------------------|--------------------------------------|-------------------------------|----------------|-------------------------------|
|                | 000018834926                   | 08/28-09/27 PHONE-CH LINE            |                               | 100-1150-53715 | 250.85                        |
| 8637           | 10/7/2022                      | B2PRIN                               | B2 PRINT                      |                | 201.50                        |
|                | 0011731                        | BUSINESS CARDS-DIMARIO               |                               | 100-3300-53011 | 153.00                        |
|                | 0011735                        | BUSINESS CARDS-PITONES/CODE ENF      |                               | 100-2130-53411 | 48.50                         |
| 8638           | 10/7/2022                      | BRATOW                               | BRAVO'S TOWING                |                | 245.00                        |
|                | 002547                         | TOWING SVC                           |                               | 555-3150-53812 | 245.00                        |
| 8639           | 10/7/2022                      | CASCAR                               | CARLOS CASTRO                 |                | 115.00                        |
|                | INV0007990                     | REFUND-ANIMAL CIT#LPA200728          |                               | 100-43130      | 115.00                        |
| 8640           | 10/7/2022                      | CBEEQU                               | CELL BUSINESS EQUIPMENT       |                | 1,276.51                      |
|                | 5022005866                     | 10/11-11/10 FACILITY COPIER          |                               | 100-1150-53911 | 1,276.51                      |
| 8642           | 10/7/2022                      | CINTA                                | CINTAS CORPORATION #693       |                | 98.65                         |
|                | 4132871905                     | CH MAT RENTAL                        |                               | 100-1150-53813 | 98.65                         |
| 8643           | 10/7/2022                      | CONCEN                               | CONCENTRA                     |                | 565.00                        |
|                | 76797502                       | PRE EMPLOYMENT PHYSICAL              |                               | 100-1135-53406 | 113.00                        |
|                | 76797502                       | PRE EMPLOYMENT PHYSICAL              |                               | 263-3320-53406 | 452.00                        |
| 8644           | 10/7/2022                      | DOUASS                               | DOUMANIAN & ASSOCIATES        |                | 46,139.80                     |
|                | 30822                          | 11/21 LEGAL-LEWIS VS CITY OF LP      |                               | 100-1110-53114 | 46,139.80                     |
| 8645           | 10/7/2022                      | SAMSAR                               | DR. SAMIR SARGIOS DVM         |                | 5,000.00                      |
|                | 007                            | 09/22 VIDA MONTHLY RENT              |                               | 263-3320-53111 | 5,000.00                      |
| 8646           | 10/7/2022                      | EDISON                               | EDISON CO                     |                | 52,433.25                     |
|                | INV0007967                     | 05/03-08/30 ELEC - CITY HALL         |                               | 100-1150-53712 | 9,882.74                      |
|                | INV0007968                     | 05/03-08/30 ELEC - VARIOUS           |                               | 200-3120-53713 | 1,434.18                      |
|                | INV0007969                     | 05/03-08/30 ELEC - TRAFFIC CONTROL   |                               | 200-3120-53713 | 1,431.78                      |
|                | INV0007970                     | 05/03-08/30 ELEC - PARK SERVICES     |                               | 285-3330-53712 | 1,073.37                      |
|                | INV0007971                     | 05/03-08/30 ELEC - COMM CENTER       |                               | 100-4100-53712 | 10,581.96                     |
|                | INV0007972                     | 05/03-08/30 ELEC - SENIOR CTR        |                               | 100-4130-53712 | 5,677.39                      |
|                | INV0007973                     | 08/26-09/26 ELEC - YLAC              |                               | 100-4110-53712 | 8,974.63                      |
|                | INV0007974                     | 08/26-09/26 ELEC - 15612 TEMPLE AVE  |                               | 285-3330-53712 | 10,015.67                     |
|                | INV0007975                     | 08/26-09/26 ELEC - 15614 TEMPLE AVE  |                               | 285-3330-53712 | 2,789.28                      |
|                | INV0007976                     | 08/08-09/18 ELEC - VARIOUS           |                               | 200-3120-53713 | 414.63                        |
|                | INV0007977                     | 08/18-09/18 ELEC - 14746 TEMPLE AVE  |                               | 200-3120-53713 | 21.09                         |
|                | INV0007978                     | 08/26-09/26 ELEC - 14416 AMAR RD TC1 |                               | 200-3120-53713 | 61.72                         |
|                | INV0007979                     | 08/08-09/20 ELEC - 13798 TEMPLE AVE  |                               | 200-3120-53713 | 74.81                         |
| 8647           | 10/7/2022                      | EXTOFF                               | EXTENDED OFFICE SOLUTIONS INC |                | 653.32                        |
|                | INV0007986                     | 10/22 PHONE SVC                      |                               | 100-1150-53715 | 653.32                        |
| 8648           | 10/7/2022                      | FRANKL                               | FRANKLIN AIR CONDITIONING &   |                | 210.00                        |
|                | 51188                          | CH A/C SVC                           |                               | 100-1150-53811 | 210.00                        |
| 8649           | 10/7/2022                      | HMEDEP                               | HOME DEPOT CRC                |                | 3,169.65                      |
|                | 2012063                        | FOLD IN TABLES                       |                               | 100-3330-53012 | 206.89                        |
|                | 3011853                        | MTCE YARD CODE OFFICE SUPPLIES       |                               | 100-2110-53012 | 692.65                        |
|                | 30146                          | STRAP                                |                               | 100-1150-53813 | 47.04                         |
|                | 4021433                        | MTCE YARD CODE OFFICE SUPPLIES       |                               | 100-3100-53012 | 81.01                         |
|                | 44452                          | WALL PLATE, BASE BOARD               |                               | 100-3100-53012 | 102.82                        |
|                | 5043230                        | LP PARK TOOLS                        |                               | 100-3100-53012 | 591.28                        |
|                | 5043231                        | MTCE CODE OFFICE SUPPLIES            |                               | 100-2110-53012 | 1,640.74                      |
|                | 5180570                        | MTCE YARD CODE OFFICE SUPPLIES       |                               | 100-2110-53012 | -42.29                        |
|                | 5201628                        | BRACKETS                             |                               | 100-2110-53012 | -961.18                       |
|                | 5354844                        | VENT-CODE OFFICE                     |                               | 100-2110-53012 | 44.93                         |
|                | 6044040                        | MTCE SUPPLIES                        |                               | 100-3330-53813 | 421.23                        |
|                | 8011938                        | MTCE SUPPLIES                        |                               | 100-3100-53012 | 344.53                        |

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|----------------|--------------------------------|----------------------------------------|---------------------------------|----------------|-------------------------------|
| 8650           | 10/7/2022                      | JCLBAR                                 | JCL TRAFFIC                     |                | 1,178.29                      |
|                | 116290                         | NO PARKING SIGNS                       |                                 | 200-3120-53821 | 751.62                        |
|                | 116420                         | REGULATORY SIGNS                       |                                 | 200-3120-53821 | 426.67                        |
| 8651           | 10/7/2022                      | LACRDD                                 | LA CO DEPT PUBLIC WORKS         |                | 18,464.00                     |
|                | DI230000009                    | FY 22/23 CIMP IMPLEMENTATION           |                                 | 284-3100-53111 | 18,464.00                     |
| 8652           | 10/7/2022                      | LPVCWD                                 | LA PUENTE VALLEY CO WATER       |                | 9,388.23                      |
|                | INV0007980                     | 07/18-09/16 WTR - SR CENTER            |                                 | 100-4130-53714 | 313.68                        |
|                | INV0007981                     | 07/18-09/18 WTR-TEMPLE AVE PARK        |                                 | 285-3330-53714 | 8,885.27                      |
|                | INV0007982                     | 07/18-09/16 WTR-120 S FIRST ST         |                                 | 200-3120-53714 | 189.28                        |
| 8653           | 10/7/2022                      | MANCIL                                 | MANCILLA'S QUALITY PRINTING LLC |                | 1,066.53                      |
|                | 15203                          | SRLA - Resident Notifications          |                                 | 100-4140-53415 | 1,066.53                      |
| 8654           | 10/7/2022                      | PETDOC                                 | PET DOCTORS OF INDUSTRY         |                | 1,061.00                      |
|                | 73553                          | 08/21 VET SERVICES                     |                                 | 100-2130-53111 | 100.00                        |
|                | 81870                          | 06/22 VET SERVICES                     |                                 | 100-2130-53111 | 173.00                        |
|                | 81970                          | 06/22 VET SERVICES                     |                                 | 100-2130-53111 | 50.00                         |
|                | 82096                          | 06/22 VET SERVICES                     |                                 | 100-2130-53111 | 50.00                         |
|                | 83126                          | 07/22 VET SERVICES                     |                                 | 100-2130-53111 | 285.00                        |
|                | 83414                          | 08/22 VET SERVICES                     |                                 | 100-2130-53111 | 50.00                         |
|                | 83508                          | 08/22 VET SERVICES                     |                                 | 100-2130-53111 | 74.00                         |
|                | 83554                          | 08/12 VET SERVICES                     |                                 | 100-2130-53111 | 50.00                         |
|                | 83738                          | 08/22 VET SERVICES                     |                                 | 100-2130-53111 | 50.00                         |
|                | 83791                          | 08/22 VET SERVICES                     |                                 | 100-2130-53111 | 179.00                        |
| 8655           | 10/7/2022                      | LAPUPC                                 | PETTY CASH                      |                | 85.46                         |
|                | INV0007992                     | TABLE COVER CLEANING-MORALES           |                                 | 100-4100-53012 | 38.10                         |
|                | INV0007992                     | COFFEE SUPPLIES-MORALES                |                                 | 600-20250      | 18.78                         |
|                | INV0007992                     | TEEN VOICE LUNCH-MORALES               |                                 | 600-20250      | 28.58                         |
| 8656           | 10/7/2022                      | QUAD                                   | QUADIENT                        |                | 3,083.42                      |
|                | INV0007989                     | CH POSTAGE                             |                                 | 100-1150-53811 | 3,083.42                      |
| 8657           | 10/7/2022                      | QUINMO                                 | QUINTIN'S MOBIL                 |                | 169.04                        |
|                | 1018041                        | FUEL                                   |                                 | 555-3150-53014 | 169.04                        |
| 8658           | 10/7/2022                      | SITEON                                 | SITEONE LANDSCAPE SUPPLY, LLC   |                | 6,045.77                      |
|                | 122916476-001                  | IRRIGATION SUPPLIES                    |                                 | 285-3330-53822 | 876.66                        |
|                | 123190141-001                  | IRRIGATION SUPPLIES                    |                                 | 285-3330-53822 | 2,214.80                      |
|                | 123279312-001                  | IRRIGATION SUPPLIES                    |                                 | 285-3330-53822 | 197.06                        |
|                | 123280144-001                  | TREE STAKES                            |                                 | 285-3330-53822 | 113.67                        |
|                | 123398132-001                  | IRRIGATION SUPPLIES                    |                                 | 285-3330-53822 | 54.68                         |
|                | 123456454-001                  | IRRIGATION SUPPLIES                    |                                 | 285-3330-53822 | 345.29                        |
|                | 123495163-001                  | IRRIGATION SUPPLIES                    |                                 | 285-3330-53822 | 107.73                        |
|                | 123591136-001                  | IRRIGATION SUPPLIES                    |                                 | 285-3330-53822 | 78.73                         |
|                | 123606488-001                  | MARKING PAINT                          |                                 | 285-3330-53822 | 482.29                        |
|                | 123648846-001                  | IRRIGATION SUPPLIES                    |                                 | 285-3330-53822 | 1,352.86                      |
|                | 123649616-001                  | PVC PIPE                               |                                 | 285-3330-53822 | -372.26                       |
|                | 123734416-001                  | IRRIGATION SUPPLIES                    |                                 | 285-3330-53822 | 222.76                        |
|                | 123811097-001                  | IRRIGATION SUPPLIES                    |                                 | 285-3330-53822 | 371.50                        |
| 8659           | 10/7/2022                      | SOUCAL                                 | SOUTHERN CALIFORNIA NEWS GROUP  |                | 1,674.55                      |
|                | A4D6F5A3-0011                  | AD-BID # 22-559 IMPROV AT 8 CROSSWALKS |                                 | 203-5586-59210 | 706.70                        |
|                | A4D6F5A3-0012                  | AD-BID #22-558 MIDDLE RESTROOM         |                                 | 285-3330-53111 | 356.61                        |
|                | A4D6F5A3-0014                  | AD-TPM# 83479/ SPDR# 21-49             |                                 | 100-3300-53411 | 611.24                        |
| 8660           | 10/7/2022                      | SOUTIR                                 | SOUTHERN TIRE MART              |                | 427.00                        |
|                | 7070009144                     | NEW TIRE MTCE                          |                                 | 555-3150-53812 | 427.00                        |
| 8661           | 10/7/2022                      | SUNBELT                                | SUNBELT RENTALS, INC.           |                | 5,829.48                      |
|                | 121675477-0008                 | TRENCHER RENTAL                        |                                 | 285-3330-53822 | 573.53                        |

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|----------------|--------------------------------|---------------------------------------|----------------------------------|----------------|-------------------------------|
|                | 128396178-0001                 | CORE DRILL TRAILER RENTAL             |                                  | 285-3330-53822 | 2,603.07                      |
|                | 130695095-0001                 | TANDEM AXLE TILT TRAILER              |                                  | 285-3330-53822 | 79.76                         |
|                | 130695095-0003                 | SOD CUTTER 18' RENTAL                 |                                  | 285-3330-53822 | 942.50                        |
|                | 130695095-002                  | RIDE ON ROLLER RENTAL 36"             |                                  | 285-3330-53822 | 1,630.62                      |
| 8662           | 10/7/2022                      | SWAMOP                                | SWANK MOTION PICTURES INC.       |                | 495.00                        |
|                | RG 3260866                     | MOVIES IN THE PARK                    |                                  | 263-3320-53111 | 495.00                        |
| 8663           | 10/7/2022                      | TCFNAT                                | THE HUNTINGTON NATIONAL BANK     |                | 1,512.00                      |
|                | 7938239                        | TORO REELMASTER LEASE                 |                                  | 285-3330-53911 | 1,512.00                      |
| 8664           | 10/7/2022                      | TMOBILE                               | T-MOBILE                         |                | 1,117.49                      |
|                | INV0007985                     | 08/21-09/20 PHONE-MTCE WIRELESS SVC   |                                  | 100-3100-53715 | 1,117.49                      |
| 8665           | 10/7/2022                      | TMOBILE                               | T-MOBILE                         |                | 225.20                        |
|                | INV0007984                     | 08/21-09/20 PHONE-SAFETY WIRELESS SVC |                                  | 100-2100-53715 | 197.05                        |
|                | INV0007984                     | 08/21-09/20 PHONE-SAFETY WIRELESS SVC |                                  | 100-2110-53715 | 28.15                         |
| 8666           | 10/7/2022                      | TMOBILE                               | T-MOBILE                         |                | 300.29                        |
|                | INV0007983                     | 08/21-09/20 PHONE-CE WIRELESS SVC     |                                  | 100-2110-53715 | 300.29                        |
| 8667           | 10/7/2022                      | UNREN                                 | UNITED RENTALS                   |                | 6,286.89                      |
|                | 208742444-001                  | LIGHT TOWER RENTAL                    |                                  | 285-3330-53822 | 2,202.86                      |
|                | 210688076-001                  | TRAILER RENTAL                        |                                  | 285-3330-53822 | 890.25                        |
|                | 210699856-001                  | SKID STEER LOADER RENTAL              |                                  | 285-3330-53822 | 3,193.78                      |
| 8668           | 10/7/2022                      | VOLDEF                                | VOLUNTEERS IN DEFENSE OF ANIMALS |                | 2,410.00                      |
|                | INV0007987                     | 06/22 ANIMAL SHELTER SVC              |                                  | 100-2130-53111 | 2,410.00                      |
| 8669           | 10/7/2022                      | WILENG                                | WILLDAN ENGINEERING              |                | 6,722.50                      |
|                | 003-36674                      | 08/22 LP COMMUNITY PARKING LOT        |                                  | 280-5606-59210 | 6,722.50                      |
| 8670           | 10/14/2022                     | AMABUS                                | AMAZON CAPITAL SERVICES INC      |                | 1,575.02                      |
|                | 13Y3-6H96-6G33                 | COUNCIL CHAMBERS-SUPPLIES             |                                  | 100-1150-53011 | 102.48                        |
|                | 1H7C-MPJH-TMGV                 | OFFICE SUPPLIES                       |                                  | 100-1150-53011 | 191.24                        |
|                | 1VQF-TTJ9-7P4P                 | LAPTOP MEMORY                         |                                  | 550-6100-53018 | 1,281.30                      |
| 8671           | 10/14/2022                     | GONANA                                | ANAHY GONZALEZ                   |                | 37.00                         |
|                | INV0008000                     | PRE EMPLOYMENT LIVESCAN REIM-GONZALEZ |                                  | 100-1135-53406 | 37.00                         |
| 8672           | 10/14/2022                     | AZ DESIGN                             | AZ DESIGNS                       |                | 397.49                        |
|                | INV0007997                     | UNIFORM-BEAUTIFICATION                |                                  | 263-3320-53012 | 397.49                        |
| 8673           | 10/14/2022                     | B2PRIN                                | B2 PRINT                         |                | 399.50                        |
|                | 0011678                        | BUSINESS CARDS                        |                                  | 263-3320-53011 | 274.00                        |
|                | 0011695                        | BUSINESS CARDS                        |                                  | 100-2110-53011 | 41.83                         |
|                | 0011695                        | BUSINESS CARDS                        |                                  | 100-2110-53011 | 41.83                         |
|                | 0011695                        | BUSINESS CARDS                        |                                  | 100-3320-53976 | 41.84                         |
| 8674           | 10/14/2022                     | BLAWAT                                | BLACKWATER SECURITY              |                | 13,603.33                     |
|                | 1902-549                       | 10/22 PARK SECURITY SVC               |                                  | 100-2110-53111 | 13,603.33                     |
| 8675           | 10/14/2022                     | BRATOW                                | BRAVO'S TOWING                   |                | 245.00                        |
|                | 002540                         | TOWING SVC                            |                                  | 555-3150-53812 | 245.00                        |
| 8676           | 10/14/2022                     | CABUST                                | CALIFORNIA BUILDING STANDARDS    |                | 256.14                        |
|                | INV0008003                     | 07-09/22 BLDG REV FUND                |                                  | 100-48900      | -28.46                        |
|                | INV0008003                     | 07-09/22 BLDG REV FUND                |                                  | 600-47441      | 284.60                        |
| 8677           | 10/14/2022                     | CHP                                   | CALIFORNIA HIGHWAY PATROL        |                | 9,522.14                      |
|                | R22-525-0004                   | July3rd - CHP Traffic Control         |                                  | 100-4140-53979 | 9,522.14                      |
| 8678           | 10/14/2022                     | CBEEQU                                | CELL BUSINESS EQUIPMENT          |                | 435.03                        |
|                | 77833729                       | 10/22 CH COPIER LEASE                 |                                  | 100-1150-53911 | 435.03                        |

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|----------------|------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------|----------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------|
| 8679           | 10/14/2022<br>8405907722-1                                                                     | CINTA<br>FIRST AID RESTOCK-ALL FACILITIES                                                                                                                                                                          | CINTAS CORPORATION #693          | 100-1150-53011                                                                                           | 1,369.42<br>1,369.42                                                     |
| 8680           | 10/14/2022<br>76879737<br>76879737                                                             | CONCEN<br>PRE EMPLOYMENT PHYSICAL<br>PRE EMPLOYMENT PHYSICAL                                                                                                                                                       | CONCENTRA                        | 100-1135-53406<br>263-3320-53406                                                                         | 449.00<br>226.00<br>223.00                                               |
| 8681           | 10/14/2022<br>51657                                                                            | CROWN<br>CITY VEHICLE DECALS                                                                                                                                                                                       | CROWN GRAPHICS                   | 555-3150-53812                                                                                           | 919.25<br>919.25                                                         |
| 8682           | 10/14/2022<br>INV0007999                                                                       | DANCAR<br>PRE EMPLOYMENT LIVESCAN REIM-CARLIN                                                                                                                                                                      | DANIEL E CARLIN                  | 263-3320-53406                                                                                           | 35.00<br>35.00                                                           |
| 8683           | 10/14/2022<br>20648                                                                            | DAROLI<br>08/22 LEGAL SVC-CODE ENF                                                                                                                                                                                 | DAPEER, ROSENBLIT & LITVAK, LLP  | 100-2110-53114                                                                                           | 112.50<br>112.50                                                         |
| 8684           | 10/14/2022<br>ARINV017687                                                                      | DEKRA<br>MILITARY BANNER-PULIDO                                                                                                                                                                                    | DEKRA-LITE                       | 100-48140                                                                                                | 141.65<br>141.65                                                         |
| 8685           | 10/14/2022<br>INV0008004<br>INV0008004                                                         | DEPTC<br>07-09/22 SMIP FEES<br>07-09/22 SMIP FEES                                                                                                                                                                  | DEPT OF CONSERVATION             | 100-48900<br>600-47440                                                                                   | 650.23<br>-34.22<br>684.45                                               |
| 8686           | 10/14/2022<br>610340<br>610340                                                                 | DEPTJ<br>FINGERPRINT SVC<br>FINGERPRINT SVC                                                                                                                                                                        | DEPT OF JUSTICE-BUREAU           | 100-1135-53406<br>263-3320-53406                                                                         | 672.00<br>480.00<br>192.00                                               |
| 8687           | 10/14/2022<br>INV0008008<br>INV0008009<br>INV0008010<br>INV0008011<br>INV0008012<br>INV0008013 | EDISON<br>09/01-09/30 ELEC-VARIOUS<br>09/01-09/30 ELEC-ST LIGHT LS-2<br>09/01-9/30 ELECT-ST LIGHT LS-1/OPTION E<br>09/01-09/30 ELEC-15250 TEMPLE<br>09/01-09/30 ELEC-14951 NELSON<br>07/20-08/17 ELEC-16159 TEMPLE | EDISON CO                        | 200-3120-53713<br>285-3330-53712<br>285-3330-53712<br>200-3120-53713<br>200-3120-53713<br>200-3120-53713 | 19,377.86<br>14,986.87<br>3,109.89<br>1,179.93<br>8.10<br>53.22<br>39.85 |
| 8688           | 10/14/2022<br>INV0008006                                                                       | FLOESP<br>08-09/22 BALLET FOLK CLASS PYMT                                                                                                                                                                          | ESPERANZA FLORES                 | 100-4100-53111                                                                                           | 1,330.00<br>1,330.00                                                     |
| 8689           | 10/14/2022<br>17832011                                                                         | EWIIRR<br>IRRIGATION SUPPLIES                                                                                                                                                                                      | EWING IRRIGATION PRODUCTS INC.   | 285-3330-53822                                                                                           | 401.31<br>401.31                                                         |
| 8690           | 10/14/2022<br>CD2306003733                                                                     | EXPERI<br>09/22 CREDIT REPORT SVC                                                                                                                                                                                  | EXPERIAN                         | 100-3320-53111                                                                                           | 27.00<br>27.00                                                           |
| 8691           | 10/14/2022<br>4969                                                                             | FRAEXO<br>SOCCER LEAGUE UNIFORMS                                                                                                                                                                                   | FRANCISCO'S EXOTIC DECO INC.     | 100-4110-53980                                                                                           | 2,871.00<br>2,871.00                                                     |
| 8692           | 10/14/2022<br>INV0007996                                                                       | VERIC<br>08/07-09/06 PHONE-SR CTR ALARM                                                                                                                                                                            | FRONTIER COMMUNICATIONS          | 100-4130-53715                                                                                           | 113.92<br>113.92                                                         |
| 8693           | 10/14/2022<br>10711814                                                                         | GARDA<br>10/22 ARMORED TRANS SVC                                                                                                                                                                                   | GARDAWORLD                       | 100-1130-53111                                                                                           | 516.43<br>516.43                                                         |
| 8694           | 10/14/2022<br>INV0007993                                                                       | RUBGIS<br>ICSC CONFERENCE REIM RUBIO-LOPEZ                                                                                                                                                                         | GI SELA RUBIO-LOPEZ              | 100-3300-53972                                                                                           | 196.95<br>196.95                                                         |
| 8695           | 10/14/2022<br>INV0008007                                                                       | GUEJC<br>09/22 JUDO CLASS PYMT                                                                                                                                                                                     | GUERREROS ATHLETIC FOUNDATION    | 100-4100-53111                                                                                           | 1,484.00<br>1,484.00                                                     |
| 8696           | 10/14/2022<br>245813                                                                           | HADDIC<br>TOWING-CODE VEH                                                                                                                                                                                          | HADDICK'S TOWING & TRANSPORT INC | 555-3150-53812                                                                                           | 1,065.00<br>1,065.00                                                     |
| 8697           | 10/14/2022<br>123888                                                                           | ITSGAS<br>Dia De Los Muretos 2022 - Balloons                                                                                                                                                                       | IT'S A GAS, INC                  | 100-4140-53979                                                                                           | 2,433.55<br>2,433.55                                                     |

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|----------------|--------------------------------|-------------------------------------------|---------------------------------|----------------|-------------------------------|
| 8698           | 10/14/2022                     | DIMJOH                                    | JOHN DIMARIO                    |                | 262.83                        |
|                | INV0007994                     | ICSC CONF REIMBURSEMENT-DIMARIO           |                                 | 100-3300-53972 | 262.83                        |
| 8699           | 10/14/2022                     | JOSREY                                    | JOSE REYES                      |                | 402.10                        |
|                | INV0008016                     | 09/16-30 SHOPPING CART MILEAGE REIM-REYES |                                 | 555-3150-53014 | 402.10                        |
| 8700           | 10/14/2022                     | LPSOFT                                    | LA PUENTE SOFTBALL              |                | 3,249.29                      |
|                | INV0008023                     | SOFTBALL-USA SOFTBALL APPS                |                                 | 263-3320-53993 | 3,249.29                      |
| 8701           | 10/14/2022                     | ODELIN                                    | LINDA ODEGAARD                  |                | 215.80                        |
|                | INV0007995                     | 09-11 KNITTING CLASS PYMT                 |                                 | 100-4100-53111 | 215.80                        |
| 8702           | 10/14/2022                     | MANCIL                                    | MANCILLA'S QUALITY PRINTING LLC |                | 2,380.40                      |
|                | 15207                          | FORMS-CODE ENF                            |                                 | 100-2110-53411 | 1,529.95                      |
|                | 15207                          | FORMS-ANIMAL CONTRO                       |                                 | 100-2130-53411 | 691.50                        |
|                | 15216                          | RETURN ENVELOPES                          |                                 | 100-2110-53411 | 158.95                        |
| 8703           | 10/14/2022                     | GARMAA                                    | MARIO A GARCIA                  |                | 37.00                         |
|                | INV0008001                     | PRE EMPLOYMENT LIVESCAN REIM-GARCIA       |                                 | 100-1135-53406 | 37.00                         |
| 8704           | 10/14/2022                     | MARK                                      | MARK'S WELDING SERVICE          |                | 15,000.00                     |
|                | 16                             | NATURE PARK FENCING                       |                                 | 263-5610-59300 | 15,000.00                     |
| 8705           | 10/14/2022                     | MARROY                                    | MARTY G ROYBAL                  |                | 35.00                         |
|                | INV0008002                     | PRE EMPLOYMENT EMPLOYMENT REIM-ROYBAL     |                                 | 263-3320-53406 | 35.00                         |
| 8706           | 10/14/2022                     | QUINMO                                    | QUINTIN'S MOBIL                 |                | 126.05                        |
|                | 1019983                        | FUEL                                      |                                 | 555-3150-53014 | 126.05                        |
| 8707           | 10/14/2022                     | ROCROS                                    | ROCIO ROSILLO                   |                | 1,085.60                      |
|                | INV0008015                     | C&D DEPOSIT REFUND-ROSILLO                |                                 | 600-23280      | 1,085.60                      |
| 8708           | 10/14/2022                     | SGVEP                                     | S.G.V. ECONOMIC PRTRNSHP        |                | 250.00                        |
|                | INV0008014                     | 2022 SGV HOUSING SUMMIT CONF-TELLEZ       |                                 | 100-3300-53972 | 125.00                        |
|                | INV0008014                     | 2022 SGV HOUSING SUMMIT CONF-LOPEZ RUBIO  |                                 | 100-3320-53972 | 125.00                        |
| 8709           | 10/14/2022                     | SAFSIG                                    | SAFEWAY SIGN CO                 |                | 985.12                        |
|                | 53638                          | ST SIGNS                                  |                                 | 200-3120-53821 | 985.12                        |
| 8710           | 10/14/2022                     | PRESAM                                    | SAMSON PREBOT                   |                | 37.00                         |
|                | INV0007998                     | PRE EMPLOYMENT LIVESCAN REIM-PREBOT       |                                 | 263-3320-53406 | 37.00                         |
| 8711           | 10/14/2022                     | SCMAFI                                    | SOUTHERN CALIF MUNICIPAL        |                | 292.10                        |
|                | 89582                          | 05-08/22 SUMMER CLASS INSURANCE           |                                 | 100-4100-53111 | 292.10                        |
| 8712           | 10/14/2022                     | TERMI                                     | TERMINIX PROCESSING CENTER      |                | 90.00                         |
|                | 424601678                      | 09/08 SR CENTER PEST CONTROL              |                                 | 100-4130-53813 | 90.00                         |
| 8713           | 10/14/2022                     | INCODE                                    | TYLER TECHNOLOGIES, INC.        |                | 1,000.00                      |
|                | 025-397263                     | BUSINESS LICENSE UPGRADE                  |                                 | 550-6100-53017 | 1,000.00                      |
| 8714           | 10/14/2022                     | CALCARD                                   | US Bank CalCard                 |                | 10,963.89                     |
|                | INV0008018                     | NEWSLETTER LUNCH MTG                      |                                 | 100-1110-53972 | 38.83                         |
|                | INV0008018                     | LUNCH MTG                                 |                                 | 100-1110-53972 | 34.72                         |
|                | INV0008018                     | LUNCH MTG                                 |                                 | 100-1110-53972 | 105.04                        |
|                | INV0008018                     | LUNCH MTG                                 |                                 | 100-1110-53972 | 24.83                         |
|                | INV0008018                     | DIRECTORS LUNCH MTG                       |                                 | 100-1110-53972 | 50.69                         |
|                | INV0008018                     | CODE ENF LUNCH MTG                        |                                 | 100-1110-53972 | 78.10                         |
|                | INV0008018                     | LUNCH MTG                                 |                                 | 100-1110-53972 | 44.99                         |
|                | INV0008018                     | BACKGROUND SVC                            |                                 | 100-1135-53406 | 16.95                         |
|                | INV0008018                     | VESTA AT & T                              |                                 | 100-2130-53011 | 40.53                         |
|                | INV0008018                     | VESTA AT & T                              |                                 | 100-2130-53011 | 40.53                         |
|                | INV0008018                     | FLOWER SEEDS                              |                                 | 285-3330-53814 | 42.75                         |
|                | INV0008018                     | FUEL                                      |                                 | 555-3150-53014 | 35.88                         |
|                | INV0008018                     | FUEL                                      |                                 | 555-3150-53014 | 106.09                        |

## Check Register Report

Payment Dates: 10/6/2022 - 10/14/2022

| Payment Number | Payment Date<br>Payable Number | Vendor #<br>Description                      | Vendor Name                  | Account Number | Payment Amount<br>Item Amount |
|----------------|--------------------------------|----------------------------------------------|------------------------------|----------------|-------------------------------|
|                | INV0008018                     | FUEL                                         |                              | 555-3150-53014 | 56.54                         |
|                | INV0008018                     | FUEL                                         |                              | 555-3150-53014 | 83.58                         |
|                | INV0008018                     | FUEL                                         |                              | 555-3150-53014 | 104.06                        |
|                | INV0008018                     | FUEL                                         |                              | 555-3150-53014 | 104.10                        |
|                | INV0008018                     | FUEL                                         |                              | 555-3150-53014 | 54.57                         |
|                | INV0008018                     | CAR WASH                                     |                              | 555-3150-53812 | 39.99                         |
|                | INV0008019                     | OFFICE SUPPLIES                              |                              | 100-4100-53011 | 298.17                        |
|                | INV0008019                     | BALLOT BOX                                   |                              | 100-4100-53012 | 203.42                        |
|                | INV0008019                     | PARK PROJ BANNERS                            |                              | 100-4110-53976 | 118.75                        |
|                | INV0008019                     | LANYARDS                                     |                              | 100-4110-53980 | 58.94                         |
|                | INV0008019                     | SPORT SUPPLIES                               |                              | 100-4110-53980 | 271.23                        |
|                | INV0008019                     | SPORT SUPPLIES                               |                              | 100-4110-53980 | 480.39                        |
|                | INV0008019                     | HOLIDAY MAIN ST LIGHTS                       |                              | 100-4140-53979 | 228.95                        |
|                | INV0008019                     | BASKETBALL LEAGUE SUPPLIES                   |                              | 100-4140-53993 | 70.00                         |
|                | INV0008019                     | FOOTBALL TEEN VOICE SUPPLIES                 |                              | 600-20250      | 200.52                        |
|                | INV0008019                     | BASEBALL TOURNAMENT SUPPLIES                 |                              | 600-20250      | 208.71                        |
|                | INV0008020                     | EMPLOYEE LUNCHEON SUPPLIES                   |                              | 100-1135-53976 | 654.77                        |
|                | INV0008020                     | APA CONFERENCE-ASSOC. PLANNER                |                              | 100-3300-53971 | 675.00                        |
|                | INV0008020                     | ICSC CONF-RUBIO LOPEZ                        |                              | 100-3300-53972 | 202.87                        |
|                | INV0008020                     | ICSC CONFERENCE REGISTRATION-RUBIO LOPEZ     |                              | 100-3300-53972 | 425.00                        |
|                | INV0008020                     | PRINTERS (2)                                 |                              | 100-3300-53996 | 615.98                        |
|                | INV0008021                     | REORG GIFT                                   |                              | 100-1100-53976 | 68.54                         |
|                | INV0008021                     | ALARM VENDOR LUNCH MTG                       |                              | 100-1110-53972 | 64.73                         |
|                | INV0008021                     | COUNCIL REORG SUPPLIES                       |                              | 100-1120-53976 | 86.87                         |
|                | INV0008021                     | GO TO WEBINAR                                |                              | 550-6100-53017 | 63.00                         |
|                | INV0008022                     | LUNCH MTG-CODE ENF                           |                              | 100-1110-53972 | 217.00                        |
|                | INV0008022                     | IBC-LINDSEY                                  |                              | 100-1110-53972 | 50.00                         |
|                | INV0008022                     | IBC-DIMARIO                                  |                              | 100-1130-53972 | 50.00                         |
|                | INV0008022                     | IBC-GRUNKLEE                                 |                              | 100-1130-53972 | 50.00                         |
|                | INV0008022                     | ID BADGE                                     |                              | 100-1135-53011 | 3.74                          |
|                | INV0008022                     | ID BADGE CREDIT                              |                              | 100-1135-53011 | -3.74                         |
|                | INV0008022                     | LABOR LAW POSTERS                            |                              | 100-1135-53011 | 80.49                         |
|                | INV0008022                     | LABOR LAW POSTERS                            |                              | 100-1135-53011 | 80.49                         |
|                | INV0008022                     | EMPLOYEE ID SUBSCRIPTION                     |                              | 100-1135-53971 | 39.95                         |
|                | INV0008022                     | EMPLOYEE AWARDS                              |                              | 100-1135-53976 | 259.60                        |
|                | INV0008022                     | CREDIT                                       |                              | 100-1135-53976 | -31.90                        |
|                | INV0008022                     | ADJ                                          |                              | 100-1150-53011 | 15.25                         |
|                | INV0008022                     | CALACT MEMBERSHIP 22/23                      |                              | 100-3300-53971 | 560.00                        |
|                | INV0008022                     | CALACT CREDIT                                |                              | 100-3300-53971 | -373.33                       |
|                | INV0008022                     | SNACK BAR TRIANING                           |                              | 100-48900      | 118.15                        |
|                | INV0008022                     | WATER-BEAUTIFICATION                         |                              | 263-3320-53011 | 30.30                         |
|                | INV0008022                     | ADOBE                                        |                              | 550-6100-53017 | 1,005.91                      |
|                | INV0008022                     | REMARKABLES (3)                              |                              | 550-6100-53017 | 23.97                         |
|                | INV0008022                     | ADOBE SUBSCRIPTION                           |                              | 550-6100-53017 | 2,039.28                      |
|                | INV0008022                     | HELPDESK LICENSE                             |                              | 550-6100-53017 | 120.00                        |
|                | INV0008022                     | SERVER ROOM RACK REPLACEMENT                 |                              | 550-6100-53018 | 530.12                        |
| 8716           | 10/14/2022                     | WESWHI                                       | WESTBERG + WHITE, INC.       |                | 11,800.00                     |
|                | 22010-02                       | LP PARK MIDDLE RESTROOM-DESIGN SVC           |                              | 280-5606-59210 | 11,800.00                     |
| 8717           | 10/14/2022                     | WILENG                                       | WILLDAN ENGINEERING          |                | 69,269.70                     |
|                | 002-27426                      | 09/22 BLDG AND SAFETY SVC                    |                              | 100-3310-53111 | 69,073.58                     |
|                | 00624054                       | 08/22 HSIP CYCLE 8 PH II                     |                              | 203-5586-59210 | 196.12                        |
| 8718           | 10/14/2022                     | FOUN                                         | WORLD SPACE FOUNDATION       |                | 4,250.00                      |
|                | 2022.10.08-1                   | ASTROMONY NIGHTS AND WORLD SPACE EXPEDITIONS |                              | 263-3320-53111 | 4,250.00                      |
| DFT0001790     | 10/7/2022                      | GLOURB                                       | GLOBAL URBAN STRATEGIES, INC |                | 19,500.00                     |
|                | 239                            | BRIDGE MAGAZINE PRINTING                     |                              | 263-3320-53111 | 19,500.00                     |
| Grand Total:   |                                |                                              |                              |                | 441,257.99                    |

## Report Summary

## Fund Summary

| Fund                                         | Payment Amount    |
|----------------------------------------------|-------------------|
| 100 - GENERAL FUND                           | 213,535.85        |
| 200 - GAS TAX FUND                           | 26,823.27         |
| 203 - MEASURE M FUND                         | 902.82            |
| 263 - AMERICAN RESCUE PLAN ACT FUND          | 73,170.08         |
| 280 - MISCELLANEOUS GRANTS FUND              | 18,522.50         |
| 284 - MEASURE W                              | 18,464.00         |
| 285 - LIGHTING & LANDSCAPE MAINTENANCE       | 58,759.06         |
| 550 - EQUIPMENT REPLACEMENT FUND             | 11,260.68         |
| 555 - VEHICLE MAINTENANCE & REPLACEMENT FUND | 17,308.49         |
| 600 - SPECIAL DEPOSIT FUND                   | 2,511.24          |
| <b>Grand Total:</b>                          | <b>441,257.99</b> |

## Account Summary

| Account Number | Account Name                   | Payment Amount |
|----------------|--------------------------------|----------------|
| 100-1100-53976 | Special Departmental           | 68.54          |
| 100-1110-53114 | Legal Services - General       | 46,139.80      |
| 100-1110-53972 | Conferences & Meetings         | 708.93         |
| 100-1120-53111 | Contract Services - Private    | 926.25         |
| 100-1120-53976 | Special Departmental           | 86.87          |
| 100-1130-53011 | Operating Supplies             | 24.07          |
| 100-1130-53111 | Contract Services - Private    | 516.43         |
| 100-1130-53972 | Conferences & Meetings         | 100.00         |
| 100-1135-53011 | Operating Supplies             | 160.98         |
| 100-1135-53406 | Recruitment Expenses           | 1,162.95       |
| 100-1135-53971 | Dues & Memberships             | 39.95          |
| 100-1135-53976 | Special Departmental           | 902.47         |
| 100-1150-53011 | Operating Supplies             | 1,678.39       |
| 100-1150-53712 | Utility - Electricity          | 9,882.74       |
| 100-1150-53715 | Utility - Communications       | 982.80         |
| 100-1150-53811 | Equipment Maintenance          | 3,293.42       |
| 100-1150-53813 | Facility Maintenance           | 145.69         |
| 100-1150-53911 | Equipment Lease/Rental         | 1,711.54       |
| 100-2100-53715 | Utility - Communications       | 197.05         |
| 100-2110-53011 | Operating Supplies             | 83.66          |
| 100-2110-53012 | Small Tools & Equipment        | 1,374.85       |
| 100-2110-53111 | Contract Services - Private    | 13,603.33      |
| 100-2110-53114 | Legal Services                 | 112.50         |
| 100-2110-53411 | Printing & Publishing          | 1,688.90       |
| 100-2110-53715 | Utility - Communications       | 328.44         |
| 100-2130-53011 | Operating Supplies             | 81.06          |
| 100-2130-53111 | Contract Services - Private    | 3,471.00       |
| 100-2130-53411 | Printing & Publishing          | 740.00         |
| 100-3100-53012 | Small Tools & Equipment        | 1,119.64       |
| 100-3100-53715 | Utility - Communications       | 1,117.49       |
| 100-3300-53011 | Operating Supplies             | 225.01         |
| 100-3300-53411 | Printing & Publishing          | 611.24         |
| 100-3300-53971 | Dues & Memberships             | 861.67         |
| 100-3300-53972 | Conferences & Meetings         | 1,212.65       |
| 100-3300-53996 | MIS/Equipment Charges          | 615.98         |
| 100-3310-53111 | Contr Svc - Private - B&S F... | 69,073.58      |
| 100-3320-53111 | Contract Services - Private    | 27.00          |
| 100-3320-53972 | Conferences & Meetings         | 125.00         |
| 100-3320-53976 | Special Departmental           | 41.84          |
| 100-3330-53011 | Operating Supplies             | 84.68          |
| 100-3330-53012 | Small Tools & Equipment        | 206.89         |
| 100-3330-53015 | Uniform/Boot Reimburse...      | 125.64         |
| 100-3330-53813 | Facility Maintenance           | 421.23         |

**Account Summary**

| <b>Account Number</b> | <b>Account Name</b>          | <b>Payment Amount</b> |
|-----------------------|------------------------------|-----------------------|
| 100-4100-53011        | Operating Supplies           | 298.17                |
| 100-4100-53012        | Small Tools & Equipment      | 241.52                |
| 100-4100-53111        | Contract Services - Private  | 3,321.90              |
| 100-4100-53712        | Utility - Electricity        | 10,581.96             |
| 100-4110-53712        | Utility - Electricity        | 8,974.63              |
| 100-4110-53976        | Special Departmental         | 118.75                |
| 100-4110-53980        | Sports Activities            | 3,681.56              |
| 100-4130-53712        | Utility - Electricity        | 5,677.39              |
| 100-4130-53714        | Utility - Water              | 313.68                |
| 100-4130-53715        | Utility - Communications     | 183.50                |
| 100-4130-53813        | Facility Maintenance         | 90.00                 |
| 100-4130-53814        | Landscape Maintenance        | 176.91                |
| 100-4140-53415        | Community Outreach           | 1,066.53              |
| 100-4140-53979        | Special Events               | 12,345.08             |
| 100-4140-53993        | Youth Activities Program     | 70.00                 |
| 100-43130             | Admin Penalties - Animal     | 115.00                |
| 100-48140             | Military Banner Donation     | 141.65                |
| 100-48900             | Miscellaneous                | 55.47                 |
| 200-3120-53713        | Utility - Hwy Lights         | 18,526.25             |
| 200-3120-53714        | Utility - Water              | 189.28                |
| 200-3120-53814        | Landscape Maintenance        | 5,944.33              |
| 200-3120-53821        | Traffic Markings/Signs       | 2,163.41              |
| 203-5586-59210        | DESIGN ENGINEERING           | 902.82                |
| 263-3320-53011        | Operating Supplies           | 304.30                |
| 263-3320-53012        | Small Tools & Equipment      | 397.49                |
| 263-3320-53111        | Contract Services-Private    | 29,245.00             |
| 263-3320-53406        | Recruitment Expenses         | 974.00                |
| 263-3320-53416        | Social Media Technology      | 24,000.00             |
| 263-3320-53993        | Youth Activities Program     | 3,249.29              |
| 263-5610-59300        | Construction Costs           | 15,000.00             |
| 280-5606-59210        | Design Engineering           | 18,522.50             |
| 284-3100-53111        | Contract Services - Private  | 18,464.00             |
| 285-3330-53111        | Contract Services - Private  | 8,892.61              |
| 285-3330-53712        | Utility - Electricity        | 18,168.14             |
| 285-3330-53714        | Utility - Water              | 8,885.27              |
| 285-3330-53715        | Utility - Communications     | 23.20                 |
| 285-3330-53813        | Facility Maintenance         | 486.92                |
| 285-3330-53814        | Landscape Maintenance        | 2,227.47              |
| 285-3330-53822        | Park Maintenance & Repa...   | 18,563.45             |
| 285-3330-53911        | Equipment Lease/Rental       | 1,512.00              |
| 550-6100-53017        | Software & Licensing         | 8,892.68              |
| 550-6100-53018        | Computer Hardware & Su...    | 2,368.00              |
| 555-3150-53014        | Fuel                         | 1,242.01              |
| 555-3150-53812        | Vehicle Maintenance          | 6,682.23              |
| 555-3150-53912        | Vehicle Lease                | 9,384.25              |
| 600-20250             | Deposit - Teen Voice Prog... | 456.59                |
| 600-23280             | Deposit - C & D              | 1,085.60              |
| 600-47440             | Strong Motion Inst. Fee      | 684.45                |
| 600-47441             | SB1473 (Green Fee)           | 284.60                |
| <b>Grand Total:</b>   |                              | <b>441,257.99</b>     |

**Project Account Summary**

| <b>Project Account Key</b> | <b>Payment Amount</b> |
|----------------------------|-----------------------|
| **None**                   | 374,961.24            |
| 100023E                    | 43,995.00             |
| 100623E                    | 3,249.29              |
| 100823E                    | 274.00                |
| 100923E                    | 949.79                |

## Project Account Summary

| Project Account Key | Payment Amount    |
|---------------------|-------------------|
| 101223E             | 5,000.00          |
| 30223E              | 27.00             |
| 61023E              | 9,522.14          |
| 62023E              | 228.95            |
| 68423E              | 456.59            |
| 71023E              | 2,593.99          |
| <b>Grand Total:</b> | <b>441,257.99</b> |



# City of La Puente AGENDA REPORT

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To: Mayor and City Council

For meeting of: October 25, 2022

Via: Bob Lindsey, City Manager

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

SUBJECT: PRESENTATION OF SEPTEMBER 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 September 2022.

## DISCUSSION

City staff initiated eleven (11) requisitions during the month totaling \$114,698.99.

## RECOMMENDATION

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

## ATTACHMENTS

Attachment "A": Requisition Summary Report for September 2022



City of La Puente

# Requisition Summary Report

## Requisition Detail

Issued Date Range 09/01/2022 - 09/30/2022

| Requisition Number | Description                                              | Status   | Requested by                                    | Issue Date | Trade         | Dist Amount |
|--------------------|----------------------------------------------------------|----------|-------------------------------------------------|------------|---------------|-------------|
| REQ000647          | Vendor<br>20' SHIPPING CONTAINER<br>CONDEP - CONEX DEPOT | Approved | Approved By<br>Alexander Merkel<br>City Manager | 9/2/2022   | Discount<br>0 | 5,248.00    |

**Items**

| Description            | Sequence | Part Number | Units | Price | Tax | Shipping | Discount | Paid     |
|------------------------|----------|-------------|-------|-------|-----|----------|----------|----------|
| 20' SHIPPING CONTAINER | 1        |             | 0     | 0     | 0   | 0        | 0        | 5,248.00 |

**Distributions**

| Account Number | Account Name               | Project Account Key | Separate Sales Tax | Percent | Dist Amount |
|----------------|----------------------------|---------------------|--------------------|---------|-------------|
| 263-3320-53996 | Furniture/Office Equipment | 100923E             |                    | 100.00% | 5,248.00    |

|           |                                         |          |                               |          |   |           |
|-----------|-----------------------------------------|----------|-------------------------------|----------|---|-----------|
| REQ000648 | KURAPIA SOD<br>TURFWE - WEST COAST TURF | Approved | NORMA RAMIREZ<br>City Manager | 9/8/2022 | 0 | 11,475.00 |
|-----------|-----------------------------------------|----------|-------------------------------|----------|---|-----------|

**Items**

| Description | Sequence | Part Number | Units | Price | Tax | Shipping | Discount | Paid |
|-------------|----------|-------------|-------|-------|-----|----------|----------|------|
| KURAPIA SOD | 1        |             | 4000  | 2.86  | 0   | 35       | 0        | -    |

**Distributions**

| Account Number | Account Name       | Project Account Key | Separate Sales Tax | Percent | Dist Amount |
|----------------|--------------------|---------------------|--------------------|---------|-------------|
| 280-5606-59300 | CONSTRUCTION COSTS |                     |                    | 100.00% | 11,475.00   |

|           |                                              |          |                                         |           |   |          |
|-----------|----------------------------------------------|----------|-----------------------------------------|-----------|---|----------|
| REQ000649 | GRAFFITI TRAILER<br>BIGTEX - BIG TEX TRAILER | Approved | NORMA RAMIREZ<br>Director of Dev. Svcs. | 9/13/2022 | 0 | 4,344.70 |
|-----------|----------------------------------------------|----------|-----------------------------------------|-----------|---|----------|

**Items**

| Description      | Sequence | Part Number | Units | Price  | Tax | Shipping | Discount | Paid |
|------------------|----------|-------------|-------|--------|-----|----------|----------|------|
| GRAFFITI TRAILER | 1        |             | 1     | 4344.7 | 0   | 0        | 0        | -    |

**Distributions**

| Account Number | Account Name     | Project Account Key | Separate Sales Tax | Percent | Dist Amount |
|----------------|------------------|---------------------|--------------------|---------|-------------|
| 555-3150-54484 | Vehicle Purchase |                     |                    | 100.00% | 4,344.70    |

|           |                                                           |          |                                   |           |   |           |
|-----------|-----------------------------------------------------------|----------|-----------------------------------|-----------|---|-----------|
| REQ000650 | METAL DOORS-SOCCER FIELD<br>MARK - MARK'S WELDING SERVICE | Approved | ELIZABETH HERRERA<br>City Manager | 9/14/2022 | 0 | 12,700.00 |
|-----------|-----------------------------------------------------------|----------|-----------------------------------|-----------|---|-----------|

**Items**

| Description              | Sequence | Part Number | Units | Price | Tax | Shipping | Discount | Paid |
|--------------------------|----------|-------------|-------|-------|-----|----------|----------|------|
| METAL DOORS-SOCCER FIELD | 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% | 12,700.00   |

## Requisition Summary Report

Issued Date Range 09/01/2022 - 09/30/2022

| Requisition Number | Description<br>Vendor                                          | Status   | Requested by<br>Approved By              | Issue Date | Trade<br>Discount | Dist Amount |
|--------------------|----------------------------------------------------------------|----------|------------------------------------------|------------|-------------------|-------------|
| REQ000651          | Dia De Los Muertos 2022 - Balloons<br>ITSGAS - IT'S A GAS, INC | Approved | ADRIANA DOMINGUEZ<br>Dir. of Comm. Svcs. | 9/19/2022  | 0                 | 2,433.55    |

## Items

| Description                     | Sequence | Part Number | Units | Price | Tax | Shipping | Discount | Paid |
|---------------------------------|----------|-------------|-------|-------|-----|----------|----------|------|
| Dia De Los Muretos 2022 - Ballo | 1        |             | 0     | 0     | 0   | 0        | 0        | -    |

## Distributions

| Account Number | Account Name   | Project Account Key | Separate Sales Tax | Percent | Dist Amount |
|----------------|----------------|---------------------|--------------------|---------|-------------|
| 100-4140-53979 | Special Events | 71023E              |                    | 100.00% | 2,433.55    |

|           |                                                                |          |                                          |           |   |          |
|-----------|----------------------------------------------------------------|----------|------------------------------------------|-----------|---|----------|
| REQ000652 | Fall Movies - Sept and October 2022<br>DOLPHIN - MICHAEL VOSSE | Approved | ADRIANA DOMINGUEZ<br>Dir. of Comm. Svcs. | 9/19/2022 | 0 | 2,500.00 |
|-----------|----------------------------------------------------------------|----------|------------------------------------------|-----------|---|----------|

## Items

| Description                      | Sequence | Part Number | Units | Price | Tax | Shipping | Discount | Paid     |
|----------------------------------|----------|-------------|-------|-------|-----|----------|----------|----------|
| Fall Movies - Sept and October 2 | 1        |             | 0     | 0     | 0   | 0        | 0        | 2,500.00 |

## Distributions

| Account Number | Account Name              | Project Account Key | Separate Sales Tax | Percent | Dist Amount |
|----------------|---------------------------|---------------------|--------------------|---------|-------------|
| 263-3320-53111 | Contract Services-Private | 100023E             |                    | 100.00% | 2,500.00    |

|           |                                                           |          |                                      |           |   |          |
|-----------|-----------------------------------------------------------|----------|--------------------------------------|-----------|---|----------|
| REQ000653 | TEEN VOICE FIELD TRIP TRANSPORT<br>NADABU - NADA BUS, INC | Approved | ANGEL MORALES<br>Dir. of Comm. Svcs. | 9/20/2022 | 0 | 1,598.00 |
|-----------|-----------------------------------------------------------|----------|--------------------------------------|-----------|---|----------|

## Items

| Description                  | Sequence | Part Number | Units | Price | Tax | Shipping | Discount | Paid     |
|------------------------------|----------|-------------|-------|-------|-----|----------|----------|----------|
| TEEN VOICE FIELD TRIP TRANSP | 1        |             | 0     | 0     | 0   | 0        | 0        | 1,598.00 |

## Distributions

| Account Number | Account Name                 | Project Account Key | Separate Sales Tax | Percent | Dist Amount |
|----------------|------------------------------|---------------------|--------------------|---------|-------------|
| 600-20250      | Deposit - Teen Voice Program | 68423E              |                    | 100.00% | 1,598.00    |

|           |                                                         |          |                                      |           |   |          |
|-----------|---------------------------------------------------------|----------|--------------------------------------|-----------|---|----------|
| REQ000654 | WORLD SPACE FOUNDATION<br>FOUN - WORLD SPACE FOUNDATION | Approved | ANGEL MORALES<br>Dir. of Comm. Svcs. | 9/20/2022 | 0 | 2,500.00 |
|-----------|---------------------------------------------------------|----------|--------------------------------------|-----------|---|----------|

## Items

| Description            | Sequence | Part Number | Units | Price | Tax | Shipping | Discount | Paid     |
|------------------------|----------|-------------|-------|-------|-----|----------|----------|----------|
| WORLD SPACE FOUNDATION | 1        |             | 0     | 0     | 0   | 0        | 0        | 2,500.00 |

## Distributions

| Account Number | Account Name              | Project Account Key | Separate Sales Tax | Percent | Dist Amount |
|----------------|---------------------------|---------------------|--------------------|---------|-------------|
| 263-3320-53111 | Contract Services-Private |                     |                    | 100.00% | 2,500.00    |

|           |                                                                  |          |                                   |           |   |           |
|-----------|------------------------------------------------------------------|----------|-----------------------------------|-----------|---|-----------|
| REQ000656 | BOXED TREES 24"-100 & INSTALLATION<br>BIGTRE - BIG TREES NURSERY | Approved | ELIZABETH HERRERA<br>City Council | 9/26/2022 | 0 | 59,975.00 |
|-----------|------------------------------------------------------------------|----------|-----------------------------------|-----------|---|-----------|

## Items

| Description                  | Sequence | Part Number | Units | Price | Tax | Shipping | Discount | Paid     |
|------------------------------|----------|-------------|-------|-------|-----|----------|----------|----------|
| BOXED TREES 24"-100 & INSTAL | 1        |             | 0     | 0     | 0   | 0        | 0        | 9,000.00 |

## Distributions

| Account Number | Account Name       | Project Account Key | Separate Sales Tax | Percent | Dist Amount |
|----------------|--------------------|---------------------|--------------------|---------|-------------|
| 280-5606-59300 | CONSTRUCTION COSTS |                     |                    | 100.00% | 33,000.00   |

|                              |   |  |   |   |   |   |   |  |
|------------------------------|---|--|---|---|---|---|---|--|
| BOXED TREES 24"-100 & INSTAL | 2 |  | 0 | 0 | 0 | 0 | 0 |  |
|------------------------------|---|--|---|---|---|---|---|--|

## Distributions

| Account Number | Account Name               | Project Account Key | Separate Sales Tax | Percent | Dist Amount |
|----------------|----------------------------|---------------------|--------------------|---------|-------------|
| 263-3320-53996 | Furniture/Office Equipment |                     |                    | 100.00% | 26,975.00   |

**Requisition Summary Report**
**Issued Date Range 09/01/2022 - 09/30/2022**

| Requisition Number | Description<br>Vendor                                                  | Status   | Requested by<br>Approved By              | Issue Date | Trade<br>Discount | Dist Amount |
|--------------------|------------------------------------------------------------------------|----------|------------------------------------------|------------|-------------------|-------------|
| REQ000657          | Christmas Lights Decoration - Main<br>WINCOR - WINTERGREEN CORPORATION | Approved | ADRIANA DOMINGUEZ<br>Dir. of Comm. Svcs. | 9/27/2022  | 0                 | 2,402.60    |

**Items**

| Description                     | Sequence | Part Number | Units | Price | Tax | Shipping | Discount | Paid |
|---------------------------------|----------|-------------|-------|-------|-----|----------|----------|------|
| Christmas Lights Decoration - M | 1        |             | 0     | 0     | 0   | 0        | 0        | -    |

**Distributions**

| Account Number | Account Name   | Project Account Key | Separate Sales Tax | Percent | Dist Amount |
|----------------|----------------|---------------------|--------------------|---------|-------------|
| 100-4140-53979 | Special Events | 62023E              |                    | 100.00% | 2,402.60    |

|           |                                                                  |          |                                          |           |   |          |
|-----------|------------------------------------------------------------------|----------|------------------------------------------|-----------|---|----------|
| REQ000658 | July3rd - CHP Traffic Control<br>CHP - CALIFORNIA HIGHWAY PATROL | Approved | ADRIANA DOMINGUEZ<br>Dir. of Comm. Svcs. | 9/27/2022 | 0 | 9,522.14 |
|-----------|------------------------------------------------------------------|----------|------------------------------------------|-----------|---|----------|

**Items**

| Description                   | Sequence | Part Number | Units | Price | Tax | Shipping | Discount | Paid |
|-------------------------------|----------|-------------|-------|-------|-----|----------|----------|------|
| July3rd - CHP Traffic Control | 1        |             | 0     | 0     | 0   | 0        | 0        | -    |

**Distributions**

| Account Number | Account Name   | Project Account Key | Separate Sales Tax | Percent | Dist Amount |
|----------------|----------------|---------------------|--------------------|---------|-------------|
| 100-4140-53979 | Special Events | 61023E              |                    | 100.00% | 9,522.14    |

|                           |           |              |                   |
|---------------------------|-----------|--------------|-------------------|
| <b>Requisition Count:</b> | <b>11</b> | <b>TOTAL</b> | <b>114,698.99</b> |
|---------------------------|-----------|--------------|-------------------|



# City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: October 25, 2022

From: Bob Lindsey, City Manager

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

SUBJECT: PRESENTATION OF SEPTEMBER 2022 INVESTMENT REPORT

## BACKGROUND

This report presents the City's investment portfolio for the period of September 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 September 2022 has been provided as an attachment for your review.

The following table summarizes the City's investment activity for the period:

|          |                                                     |            |       |            |           |
|----------|-----------------------------------------------------|------------|-------|------------|-----------|
| Purchase | Certificate of Deposit (CD) – Cobalt Credit Union   | 09/01/2022 | 3.60% | 09/15/2027 | \$249,000 |
| Purchase | Certificate of Deposit (CD) – Healthcare System FCU | 09/07/2022 | 3.60% | 09/21/2026 | \$249,000 |
| Purchase | Federal Government Obligations-FHLMC                | 09/15/2022 | 3.74% | 08/01/2027 | \$250,000 |

### 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  
September 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%        | \$ 2,371,106         | \$ 2,371,106         | \$ 2,340,579         | LAIF                       |
| <b>Government Obligations</b>                 |                     |               |               |               |                      |                      |                      |                            |
| U.S. Agency Security                          | FFCB                | 06/07/19      | 06/13/24      | 1.950%        | 250,000              | 249,904              | 240,975              | Stifel                     |
| U.S. Agency Security                          | FFCB                | 06/10/20      | 06/10/25      | 0.680%        | 250,000              | 250,000              | 225,920              | Multi-Bank                 |
| U.S. Agency Security                          | FFCB                | 06/02/20      | 06/09/25      | 0.500%        | 250,000              | 250,000              | 226,428              | Stifel                     |
| U.S. Agency Security                          | FFCB                | 03/22/21      | 04/01/25      | 0.710%        | 250,000              | 250,000              | 227,703              | Stifel                     |
| U.S. Agency Security                          | FFCB                | 02/24/21      | 03/03/26      | 0.790%        | 250,000              | 250,000              | 221,020              | Stifel                     |
| U.S. Agency Security                          | FFCB                | 08/03/21      | 08/10/26      | 0.710%        | 250,000              | 250,000              | 217,245              | Stifel                     |
| U.S. Agency Security                          | FFCB                | 08/30/21      | 08/01/26      | 0.870%        | 250,000              | 249,800              | 436,470              | Stifel                     |
| U.S. Agency Security                          | FFCB                | 08/30/21      | 02/10/25      | 0.480%        | 250,000              | 249,750              | 227,580              | Stifel                     |
| U.S. Agency Security                          | FFCB                | 09/23/21      | 09/28/26      | 0.940%        | 250,000              | 249,500              | 217,585              | Stifel                     |
| U.S. Agency Security                          | FFCB                | 09/02/21      | 09/08/26      | 0.870%        | 250,000              | 250,000              | 218,115              | Stifel                     |
| U.S. Agency Security                          | FFCB                | 07/29/20      | 07/29/25      | 0.580%        | 250,000              | 250,000              | 224,145              | Stifel                     |
| U.S. Agency Security                          | FFCB                | 10/07/21      | 10/07/26      | 1.000%        | 250,000              | 249,625              | 219,228              | Stifel                     |
| U.S. Agency Security                          | FFCB                | 10/28/21      | 11/03/26      | 1.330%        | 250,000              | 250,000              | 222,015              | Stifel                     |
| U.S. Agency Security                          | FFCB                | 11/10/21      | 11/16/26      | 1.270%        | 250,000              | 250,000              | 220,463              | Stifel                     |
| U.S. Agency Security                          | FFCB                | 11/24/21      | 11/30/26      | 1.460%        | 500,000              | 500,000              | 443,900              | Stifel                     |
| U.S. Agency Security                          | FHLB                | 05/05/20      | 05/19/25      | 0.750%        | 250,000              | 250,000              | 226,348              | Stifel                     |
| U.S. Agency Security                          | FHLB                | 03/02/21      | 02/26/26      | 0.850%        | 250,000              | 250,000              | 221,208              | Stifel                     |
| U.S. Agency Security                          | FHLB                | 03/08/21      | 03/30/26      | 0.980%        | 250,000              | 250,000              | 221,638              | Stifel                     |
| U.S. Agency Security                          | FHLB                | 03/11/21      | 03/25/26      | 0.875%        | 250,000              | 251,000              | 220,898              | Stifel                     |
| U.S. Agency Security                          | FHLB                | 06/29/20      | 06/30/25      | 0.650%        | 375,000              | 375,000              | 343,931              | Stifel                     |
| U.S. Agency Security                          | FHLB                | 02/08/21      | 02/09/26      | 0.300%        | 250,000              | 250,000              | 220,278              | Stifel                     |
| U.S. Agency Security                          | FHLB                | 08/10/21      | 02/18/26      | 0.600%        | 250,000              | 248,250              | 219,908              | Stifel                     |
| U.S. Agency Security                          | FHLB                | 02/18/21      | 02/18/26      | 0.600%        | 250,000              | 250,000              | 219,908              | Multi-Bank                 |
| U.S. Agency Security                          | FHLB                | 02/26/21      | 02/26/26      | 0.580%        | 250,000              | 250,000              | 219,113              | Multi-Bank                 |
| U.S. Agency Security                          | FHLB                | 01/26/21      | 01/26/26      | 0.560%        | 250,000              | 250,000              | 219,620              | Multi-Bank                 |
| U.S. Agency Security                          | FHLB                | 02/24/21      | 02/24/26      | 0.625%        | 250,000              | 249,500              | 219,505              | Stifel                     |
| U.S. Agency Security                          | FHLB                | 02/25/21      | 02/25/26      | 0.660%        | 250,000              | 250,000              | 219,755              | Stifel                     |
| U.S. Agency Security                          | FHLB                | 02/12/21      | 02/12/26      | 0.520%        | 250,000              | 248,750              | 218,958              | Stifel                     |
| U.S. Agency Security                          | FHLB                | 05/18/21      | 05/26/26      | 1.030%        | 250,000              | 250,000              | 221,288              | Multi-Bank                 |
| U.S. Agency Security                          | FHLB                | 06/29/20      | 06/30/25      | 0.680%        | 250,000              | 250,000              | 225,155              | Stifel                     |
| U.S. Agency Security                          | FHLB                | 09/30/21      | 10/13/26      | 1.100%        | 250,000              | 249,823              | 219,095              | Stifel                     |
| U.S. Agency Security                          | FHLB                | 04/22/21      | 02/24/26      | 0.750%        | 250,000              | 249,375              | 220,475              | Stifel                     |
| U.S. Agency Security                          | FHLB                | 02/25/22      | 02/25/27      | 2.000%        | 250,000              | 250,000              | 225,140              | Stifel                     |
| U.S. Agency Security                          | FHLB                | 04/28/22      | 05/10/27      | 3.100%        | 250,000              | 249,750              | 234,808              | Stifel                     |
| U.S. Agency Security                          | FHLB                | 07/12/22      | 06/30/27      | 3.250%        | 250,000              | 250,089              | 239,488              | Stifel                     |
| U.S. Agency Security                          | FHLB                | 08/18/22      | 04/21/27      | 2.250%        | 250,000              | 248,406              | 238,513              | Stifel                     |
| U.S. Agency Security                          | FHLB                | 08/29/22      | 08/28/25      | 3.600%        | 250,000              | 249,625              | 245,335              | Stifel                     |
| U.S. Agency Security                          | FHLB                | 06/19/20      | 06/30/25      | 0.720%        | 250,000              | 250,000              | 225,423              | Stifel                     |
| U.S. Agency Security                          | FHLB                | 07/14/20      | 07/14/25      | 0.600%        | 250,000              | 250,000              | 228,188              | Stifel                     |
| U.S. Agency Security                          | FHLB                | 07/23/20      | 07/23/25      | 0.500%        | 250,000              | 249,625              | 225,320              | Stifel                     |
| U.S. Agency Security                          | FHLB                | 04/12/22      | 10/08/24      | 2.500%        | 250,000              | 249,729              | 240,185              | Stifel                     |
| U.S. Agency Security                          | FHLB                | 05/05/22      | 05/26/27      | 3.250%        | 250,000              | 250,000              | 243,743              | Stifel                     |
| U.S. Agency Security                          | FHLB                | 09/15/22      | 08/01/27      | 3.740%        | 250,000              | 248,540              | 240,855              | Stifel                     |
| U.S. Agency Security                          | FNMA                | 06/04/20      | 06/04/25      | 0.710%        | 250,000              | 250,000              | 228,240              | Multi-Bank                 |
| U.S. Agency Security                          | FNMA                | 07/22/20      | 07/22/25      | 0.600%        | 250,000              | 250,000              | 224,433              | Stifel                     |
| U.S. Agency Security                          | FNMA                | 08/03/20      | 08/19/25      | 0.625%        | 250,000              | 250,000              | 223,958              | Stifel                     |
| U.S. Agency Security                          | FNMA                | 08/03/20      | 08/12/25      | 0.500%        | 250,000              | 250,000              | 224,443              | Stifel                     |
| U.S. Agency Security                          | FNMA                | 07/21/21      | 10/22/25      | 0.560%        | 250,000              | 249,529              | 222,035              | Stifel                     |
| U.S. Agency Security                          | FNMA                | 08/17/20      | 08/14/25      | 0.500%        | 250,000              | 249,875              | 223,213              | Stifel                     |
| U.S. Agency Security                          | FNMA                | 07/21/22      | 09/01/26      | 2.150%        | 250,000              | 238,655              | 228,093              | Stifel                     |
| U.S. Agency Security                          | FNMA                | 08/16/22      | 04/01/26      | 2.670%        | 250,000              | 224,798              | 215,714              | Stifel                     |
| U.S. Agency Security                          | FNMA                | 07/29/20      | 07/29/25      | 0.700%        | 250,000              | 250,000              | 224,933              | Multi-Bank                 |
| U.S. Agency Security                          | Treasury            | 05/12/21      | 12/31/25      | 0.375%        | 250,000              | 245,850              | 221,103              | Stifel                     |
| U.S. Agency Security                          | Treasury            | 06/24/21      | 06/30/25      | 0.250%        | 250,000              | 246,125              | 224,453              | Stifel                     |
| U.S. Agency Security                          | Treasury            | 06/15/21      | 11/30/25      | 0.375%        | 250,000              | 247,659              | 221,690              | Stifel                     |
| U.S. Agency Security                          | Treasury            | 06/24/21      | 02/28/26      | 0.500%        | 250,000              | 246,775              | 220,635              | Stifel                     |
| U.S. Agency Security                          | Treasury            | 07/21/21      | 09/30/25      | 0.250%        | 250,000              | 246,675              | 222,218              | Stifel                     |
| U.S. Agency Security                          | Treasury            | 07/29/21      | 08/31/25      | 0.250%        | 250,000              | 248,150              | 222,765              | Stifel                     |
| U.S. Agency Security                          | Treasury            | 08/10/21      | 10/31/25      | 0.250%        | 250,000              | 246,725              | 221,435              | Stifel                     |
| U.S. Agency Security                          | Treasury            | 09/29/21      | 06/30/26      | 0.875%        | 250,000              | 249,550              | 221,415              | Stifel                     |
| U.S. Agency Security                          | Treasury            | 11/15/21      | 01/31/26      | 0.375%        | 250,000              | 242,450              | 220,235              | Stifel                     |
| U.S. Agency Security                          | Treasury            | 04/29/21      | 04/30/26      | 0.750%        | 500,000              | 497,800              | 442,950              | Stifel                     |
| <b>Total Government Securities</b>            |                     |               |               |               | <b>16,125,000</b>    | <b>16,297,657</b>    | <b>14,702,819</b>    |                            |
| <b>Municipal Bonds***</b>                     |                     |               |               | various       | <b>500,000</b>       | <b>496,726</b>       | <b>461,850</b>       |                            |
| <b>Negotiable Certificates of Deposit ***</b> |                     |               |               | various       | <b>10,668,000</b>    | <b>10,668,205</b>    | <b>9,806,295</b>     |                            |
| <b>Corporate Bonds***</b>                     |                     |               |               | various       | <b>250,000</b>       | <b>250,224</b>       | <b>238,170</b>       |                            |
| <b>Total Investments</b>                      |                     |               |               |               | <b>\$ 29,914,106</b> | <b>\$ 30,083,918</b> | <b>\$ 27,549,624</b> |                            |
| Deposits in Bank                              |                     |               |               |               |                      | 838,512              | *                    |                            |
| Miscellaneous Cash                            |                     |               |               |               |                      | 2,200                | **                   |                            |
| <b>Total Cash and Deposits</b>                |                     |               |               |               |                      | <b>840,712</b>       |                      |                            |
| <b>Total Investments, Cash and Deposits</b>   |                     |               |               |               |                      | <b>\$ 30,924,631</b> |                      |                            |

I certify that this investment portfolio is in conformity with the Investment Policy of the City of La Puente as stated in Resolution No. 22-5729 dated June 14, 2022. 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****September 30, 2022****Negotiable Certificates of Deposit**

| <b>Issuer</b>                           | <b>Purchase Date</b> | <b>Maturity Date</b> | <b>Interest Rate</b> | <b>Face Value</b> | <b>Book Value</b> | <b>Market Value</b> | <b>Source of Valuation</b> |
|-----------------------------------------|----------------------|----------------------|----------------------|-------------------|-------------------|---------------------|----------------------------|
| JP Morgan Chase Bank                    | 5/19/20              | 5/28/25              | 1.00%                | 248,000           | 248,000           | 227,421             | Stifel                     |
| Greenstate Credit Union                 | 3/30/21              | 4/16/26              | 0.95%                | 249,000           | 249,000           | 221,239             | Stifel                     |
| UBS Bank                                | 6/15/21              | 6/23/26              | 0.75%                | 248,000           | 248,000           | 217,308             | Stifel                     |
| Parsons FCU                             | 6/24/21              | 6/30/26              | 0.50%                | 249,000           | 249,000           | 219,130             | Stifel                     |
| State Bank of India, NY                 | 5/5/21               | 5/19/26              | 1.00%                | 248,000           | 248,000           | 220,313             | Stifel                     |
| Mountain America FCU                    | 4/23/19              | 3/27/23              | 3.00%                | 249,000           | 249,205           | 247,927             | Stifel                     |
| Sallie Mae Bank                         | 6/30/21              | 7/8/26               | 1.00%                | 247,000           | 247,000           | 218,454             | Stifel                     |
| Medallion Bank                          | 9/14/21              | 9/30/26              | 0.90%                | 249,000           | 249,000           | 217,514             | Stifel                     |
| Goldman Sachs Bank                      | 7/20/21              | 7/28/26              | 1.00%                | 248,000           | 248,000           | 218,364             | Stifel                     |
| Capital One Bank NA                     | 11/8/21              | 11/17/26             | 1.10%                | 248,000           | 248,000           | 217,707             | Stifel                     |
| Morgan Stanley Bank NA                  | 6/6/19               | 6/6/24               | 2.70%                | 246,000           | 246,000           | 239,840             | Stifel                     |
| Morgan Stanley Private Bank             | 4/23/19              | 4/25/24              | 2.75%                | 246,000           | 246,000           | 240,504             | Stifel                     |
| East Boston Savings Bank                | 8/14/20              | 8/14/25              | 0.50%                | 248,000           | 248,000           | 222,305             | Stifel                     |
| Merrick Bank                            | 7/31/19              | 7/31/24              | 2.20%                | 249,000           | 249,000           | 239,892             | Stifel                     |
| Citadel Federal Credit Union            | 2/26/20              | 2/27/25              | 1.65%                | 248,000           | 248,000           | 232,877             | Stifel                     |
| Axos Bank                               | 2/27/20              | 3/26/25              | 1.65%                | 249,000           | 249,000           | 233,315             | Stifel                     |
| Pathfinder Bank                         | 10/2/20              | 10/14/25             | 0.50%                | 249,000           | 249,000           | 221,762             | Stifel                     |
| Third Federal Savings & Loan-Cleveland  | 7/29/21              | 8/13/24              | 0.50%                | 248,000           | 248,000           | 231,255             | Stifel                     |
| Toyota Bank                             | 7/21/21              | 7/29/26              | 0.95%                | 248,000           | 248,000           | 218,500             | Stifel                     |
| BMW Bank                                | 7/21/21              | 7/30/24              | 0.55%                | 248,000           | 248,000           | 231,828             | Stifel                     |
| Synchrony Bank                          | 8/24/21              | 8/27/26              | 0.90%                | 248,000           | 248,000           | 218,557             | Stifel                     |
| Pentagon FCU                            | 8/17/21              | 9/1/26               | 0.85%                | 249,000           | 249,000           | 217,648             | Stifel                     |
| New York Community Bank                 | 8/31/21              | 9/10/24              | 0.65%                | 249,000           | 249,000           | 232,232             | Stifel                     |
| Texas Exchange Bank                     | 9/28/21              | 11/14/25             | 0.85%                | 249,000           | 249,000           | 223,607             | Stifel                     |
| USF Federal Credit Union                | 10/14/21             | 10/28/26             | 0.90%                | 249,000           | 249,000           | 216,896             | Stifel                     |
| Live Oak Bank                           | 10/4/21              | 10/19/26             | 0.90%                | 249,000           | 249,000           | 217,096             | Stifel                     |
| Bank Hapoalim                           | 12/8/21              | 12/26/26             | 1.35%                | 248,000           | 248,000           | 219,468             | Stifel                     |
| Connexus Credit Union                   | 12/20/21             | 12/23/26             | 1.15%                | 249,000           | 249,000           | 219,025             | Stifel                     |
| Nelnet Bank                             | 1/24/22              | 2/2/27               | 1.45%                | 248,000           | 248,000           | 219,517             | Stifel                     |
| Amerant Bank                            | 2/14/22              | 2/16/27              | 1.60%                | 248,000           | 248,000           | 220,725             | Stifel                     |
| Beal Bank                               | 3/1/22               | 3/3/27               | 2.05%                | 248,000           | 248,000           | 224,891             | Stifel                     |
| Ally Bank                               | 7/22/22              | 7/28/26              | 3.25%                | 246,000           | 246,000           | 236,529             | Stifel                     |
| Capital One Bank USA                    | 7/14/22              | 7/20/27              | 3.40%                | 245,000           | 245,000           | 234,264             | Stifel                     |
| Discover Bank                           | 7/14/22              | 7/20/27              | 3.35%                | 245,000           | 245,000           | 233,740             | Stifel                     |
| American Express National Bank          | 7/22/22              | 7/27/27              | 3.45%                | 245,000           | 245,000           | 234,629             | Stifel                     |
| St. Vincent Medical Center Credit Union | 8/3/22               | 8/12/27              | 3.50%                | 249,000           | 249,000           | 238,985             | Stifel                     |
| Belmont Bank                            | 8/5/22               | 8/24/27              | 3.15%                | 249,000           | 249,000           | 235,004             | Stifel                     |
| Resource One Credit Union               | 8/3/22               | 8/18/25              | 3.30%                | 249,000           | 249,000           | 241,966             | Stifel                     |
| Cobalt Credit Union                     | 9/1/22               | 9/15/27              | 3.60%                | 249,000           | 249,000           | 239,772             | Stifel                     |

## ATTACHMENT B

|                                                     |         |         |       |                             |                             |                            |            |
|-----------------------------------------------------|---------|---------|-------|-----------------------------|-----------------------------|----------------------------|------------|
| Healthcare System FCU                               | 9/7/22  | 9/21/26 | 3.60% | 249,000                     | 249,000                     | 242,195                    | Stifel     |
| First Bank of DeQueen                               | 8/21/19 | 8/30/24 | 1.80% | 249,000                     | 249,000                     | 237,608                    | Multi-Bank |
| Luana Savings Bank                                  | 2/28/20 | 2/28/25 | 1.55% | 248,000                     | 248,000                     | 232,344                    | Multi-Bank |
| Celtic Bank                                         | 4/17/20 | 4/17/25 | 1.50% | 249,000                     | 249,000                     | 232,051                    | Multi-Bank |
| <b>Total for Negotiable Certificates of Deposit</b> |         |         |       | <b><u>\$ 10,668,000</u></b> | <b><u>\$ 10,668,205</u></b> | <b><u>\$ 9,806,205</u></b> |            |

**CITY OF LA PUENTE**

Cash and Investment Report

September 30, 2022

**Corporate Bonds**

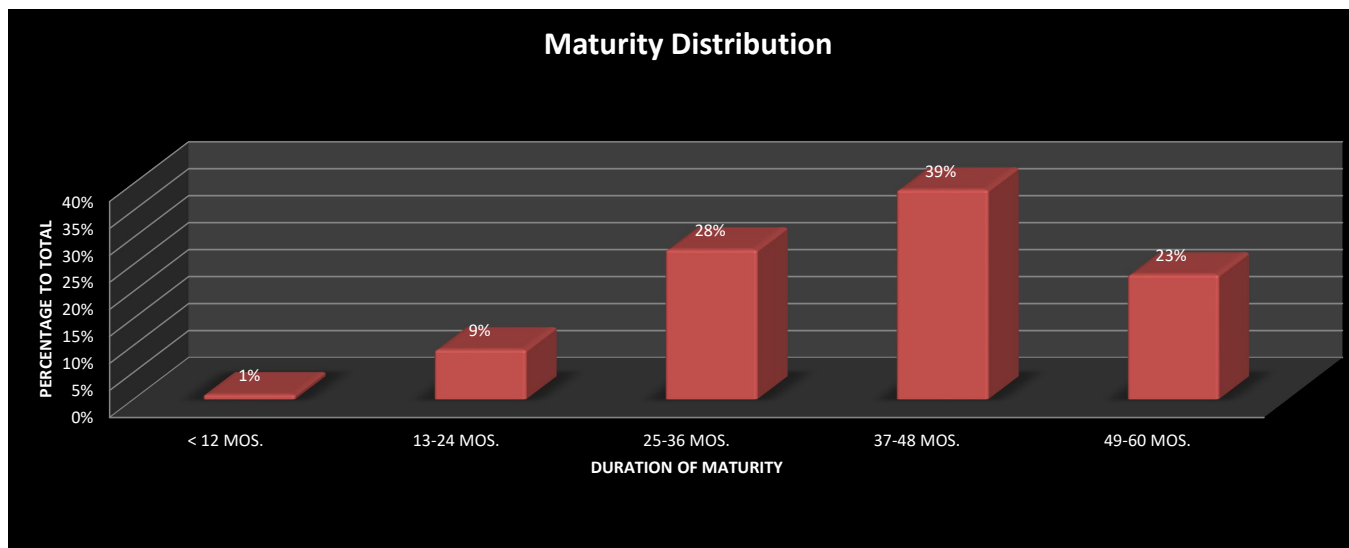
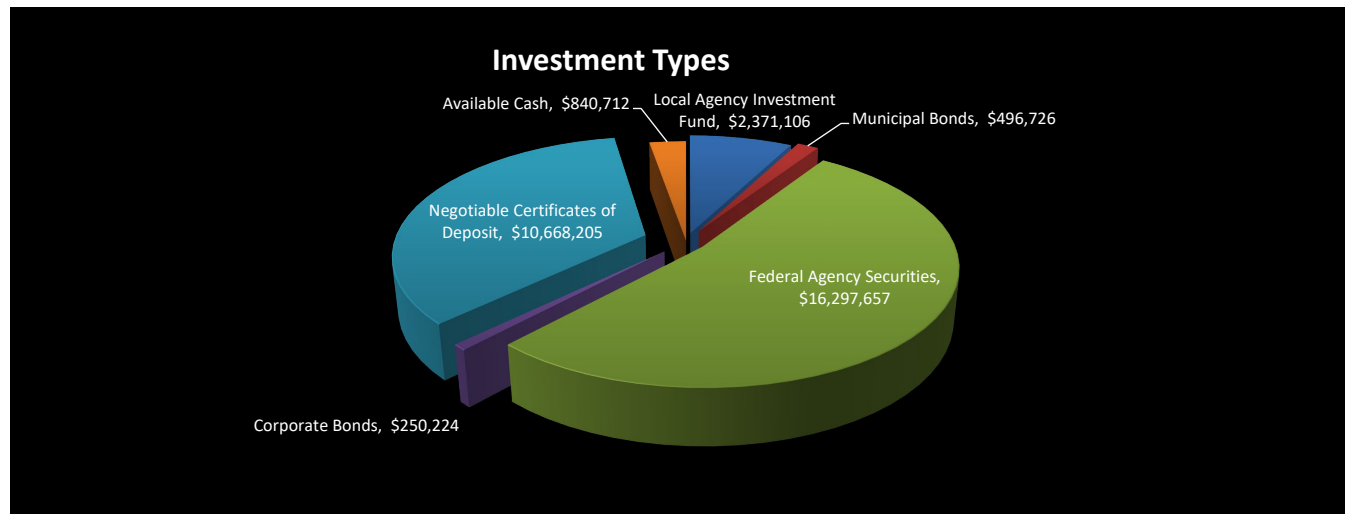
| <b>Issuer</b>                               | <b>Purchase<br/>Date</b> | <b>Maturity<br/>Date</b> | <b>Interest<br/>Rate</b> | <b>Face<br/>Value</b>    | <b>Book<br/>Value</b>    | <b>Market<br/>Value</b>  | <b>Market<br/>Valuation</b> |
|---------------------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-----------------------------|
| Coca Cola                                   | 10/10/19                 | 9/6/24                   | 1.75%                    | <u>250,000</u>           | <u>250,224</u>           | <u>238,170</u>           | Stifel                      |
| <b>Total for Negotiable Corporate Bonds</b> |                          |                          |                          | <b>\$ <u>250,000</u></b> | <b>\$ <u>250,224</u></b> | <b>\$ <u>238,170</u></b> |                             |

**CITY OF LA PUENTE****Cash and Investment Report****September 30, 2022****Municipal Bonds**

| <b>Issuer</b>                     | <b>Purchase Date</b> | <b>Maturity Date</b> | <b>Interest Rate</b> | <b>Face Value</b> | <b>Book Value</b> | <b>Market Value</b> | <b>Market Valuation</b> |
|-----------------------------------|----------------------|----------------------|----------------------|-------------------|-------------------|---------------------|-------------------------|
| State of California               | 1/11/21              | 4/1/25               | 3.38%                | 250,000           | 247,965           | 213,924             | Multi-Bank              |
| Los Angeles Airport Revenue Bonds | 7/16/18              | 5/15/23              | 2.79%                | 250,000           | 248,761           | 247,927             | Stifel                  |
| <b>Total for Municipal Bonds</b>  |                      |                      |                      | <b>\$ 500,000</b> | <b>\$ 496,726</b> | <b>\$ 461,850</b>   |                         |

## Cash and Investment Report Charts

September 30, 2022





## City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: October 25, 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 October 30, 2022 through November 29, 2022, pursuant to Brown Act provisions.

## FISCAL IMPACT

None.

## RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 22-5759, authorizing the City Council, City Boards, and all Commissions of the City continue to hold teleconferenced meetings from October 30, 2022, through November 29, 2022.

## ATTACHMENTS

Attachment "A": Resolution No. 22-5759

**RESOLUTION NO. 22-5759**

**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 OCTOBER 30, 2022, THROUGH NOVEMBER 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 October 30, 2022 and continuing until the earlier of November 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 25<sup>th</sup> day of October, 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

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To: Mayor and City Council

For meeting of: October 25, 2022

From: Bob Lindsey, City Manager

By: John Di Mario, Director of Development Services

SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH ADVANCED APPLIED ENGINEERING, INC. FOR ARCHITECTURAL DESIGN AND CONSTRUCTION SUPPORT SERVICES FOR THE WEST RESTROOM AT LA PUENTE PARK IN THE AMOUNT OF \$51,746.00

## BACKGROUND

As part of the City's funding from the State Grant for improvements at La Puente Park in implementing the City's park master plan, both the center or "middle" restroom as well as the restroom at the far west end of the park near Hacienda Boulevard are in need of improvements.

At the City Council Meeting of June 28, 2022, the City Council approved a professional services agreement with the firm of Westberg + White, Inc. for architectural design services in the amount of \$47,200 to improve the middle restroom at La Puente Park. The scope of work for the middle restroom is to replace the fixtures and partitions (and plumbing, if needed), repair/refinish the floor, paint the interior and exterior of the building, replace the lighting and add a storage area to the end of the restroom building for use by La Puente Football and Cheer.

At the meeting of October 11, 2022, the City Council awarded a construction contract to Corral Construction & Development, Inc. in the amount of \$348,877 to begin the work on this restroom building. With construction of the middle restroom expected to begin soon, the City is in need of professional architectural design services to improve the "west" restroom near Hacienda Boulevard.

## DISCUSSION

The City has received a proposal from Advanced Applied Engineering, Inc., which does business as Infrastructure Engineers, for architectural design and construction support services (including construction observation) in the amount of \$51,746.

The project scope will be similar to that of the middle restroom with the difference being that the west restroom will involve a new roof and additional framing between the existing roof rafters and there will not be a storage area added onto this restroom building.

Provided as Attachment "A" to this report is a Professional Services Agreement with Advanced Applied Engineering, Inc. to provide the City with professional architectural services and related construction support services at a cost of \$51,746.

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 architects and engineers. The City Manager can make his determination based on any or all of the following: demonstrated competence, qualifications, experience, and knowledge of the City and reasonableness of cost to perform the services. Based on Staff’s review of their proposal, the costs are reasonable when compared to the services being provided.

#### FISCAL IMPACT

Funding for the initial design and construction support services for this project is available from the Capital Improvement Program budget from the specified grant fund from the California Department of Parks and Recreation.

#### RECOMMENDATION

It is recommended that the City Council: (1) approve the Agreement with Advanced Applied Engineering, Inc. for architectural design and construction support services in the amount of \$51,746.00; 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 October 25, 2022, between the City of La Puente, a municipal corporation (“City”), and Advanced Applied Engineering, Inc. a California corporation, dba Infrastructure Engineers (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

### **RECITALS**

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

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

#### **1. TERM**

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

#### **2. SERVICES**

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

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

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

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

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

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

### **3. MANAGEMENT**

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

### **4. PAYMENT**

(a) The City agrees to pay Consultant monthly, in accordance with the payment rates and terms and the schedule of payment as set forth in Exhibit A, based upon actual time spent on the above tasks. This amount shall not exceed Fifty One Thousand Seven Hundred Forty-Six Dollars and Zero Cents (\$51,746.00) for the total Term of the Agreement unless additional payment is approved as provided in this Agreement.

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

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

invoice of any disputed fees set forth on the invoice. Any final payment under this Agreement shall be made within 45 days of receipt of an invoice therefore.

## **5. SUSPENSION OR TERMINATION OF AGREEMENT**

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

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

## **6. OWNERSHIP OF DOCUMENTS**

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

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

## **7. INDEMNIFICATION**

### **(a) Indemnity for professional liability**

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

### **(b) Indemnity for other than professional liability**

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

### **(c) Duty to Defend**

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

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

## **8. INSURANCE**

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

**9. INDEPENDENT CONSULTANT**

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

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

**10. LEGAL RESPONSIBILITIES**

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

**11. UNDUE INFLUENCE**

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

**12. NO BENEFIT TO ARISE TO LOCAL OFFICERS AND EMPLOYEES**

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

### **13. RELEASE OF INFORMATION/CONFLICTS OF INTEREST**

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

### **14. NOTICES**

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

#### **If to City:**

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

#### **With a copy to:**

Olivarez Madruga Law Organization, LLP  
500 S. Grand Ave., 12<sup>th</sup> Floor  
Los Angeles, CA 90071  
Tel: (213) 744-0099

**If to Contractor:**

Sid J. Mousavi, P.E., CEO  
Infrastructure Engineers  
3060 Saturn Street, Suite 250  
Brea, CA 92821  
Tel: (714) 940-0100

**15. ASSIGNMENT**

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

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

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

**16. GOVERNING LAW/ATTORNEYS' FEES**

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

**17. ENTIRE AGREEMENT**

This Agreement contains the entire understanding between the Parties relating to the obligations of the Parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written and pertaining to the subject of this Agreement or with respect to the terms and conditions of this Agreement, are merged into this Agreement and shall be of no further force or effect. Each party is entering into

this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

**18. SEVERABILITY**

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

**19. COUNTERPARTS**

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

**20. CAPTIONS**

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

**21. WAIVER**

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

**22. REMEDIES**

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

**23. AUTHORITY TO EXECUTE THIS AGREEMENT**

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

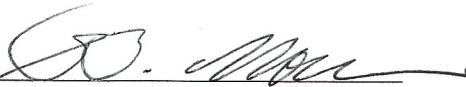
**(Signatures on following page)**

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

**"CITY"**  
**City of La Puente**

**"CONSULTANT"**  
Advanced Applied Engineering, Inc.

By: \_\_\_\_\_  
Bob Lindsey, City Manager

By:  \_\_\_\_\_  
Sid J. Mousavi, P.E. CEO

**Attest:**

By: \_\_\_\_\_  
Sheryl Garcia, City Clerk

**Approved as to form:**

By: \_\_\_\_\_  
Jesse Jauregui, City Attorney

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

**EXHIBIT A**

**SCOPE OF SERVICES / RATE SCHEDULE**



Tuesday, September 13, 2022

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

Subject: Proposal for Remodel Services (PS&E) for La Puente City Northwest Park Restroom

Dear Mr. Di Mario,

It is a great pleasure to provide you with this letter proposal to prepare the Plans, Specifications and Cost Estimate (PS&E) documents for the Remodel of the Restroom located in the northeast corner of the La Puente City Park.

This letter provides our approach to the scope of work as well as our fee schedule for your review.

### **Task 1. Project Management**

Infrastructure Engineers (IE) will provide project management for the duration of the design phase including communications with the City.

### **Task 2. Architectural Design**

Infrastructure Engineers (IE) will provide professional services to prepare the design Plans, Specifications and Estimate (PS&E) for the following elements:

1. Prepare the design plans for the new Paint Job: Interior and exterior walls, mesh, doors, interior roof structure, columns and associated items.
2. Prepare the design plans for the Removal of the existing door frame to be flush with opening; patch and repair as needed.
3. Prepare the design plans for the patch and repair of the existing concrete floor; seal and polish.
4. Prepare the design plans for the remove of the tile base; patch and prepare existing walls for paint.
5. Prepare the design plans for the replacement of the existing exterior rotten 2x fascia with new 2x, paint.
6. Prepare the design plans for the replacement of all existing Men's and Women's plumbing fixtures, accessories, and toilet partitions.
7. Prepare the design plans for the replacement of all existing light fixtures to LED.
8. Prepare the design plans for the patch, repair, and re-cap existing exterior walls.
9. Prepare the design plans for the addition of the intermediate structural support to existing roof structure.
10. Prepare the design plans for the steel grid at opening of skylights.
11. Replace the skylights.
12. Provide design for the removal and replacement of the existing roof and screening.

### **Task 3. Structural Design**

Infrastructure Engineers (IE) will perform the following tasks:

1. Prepare the design plans for the intermediate 4x framing between 4x roof rafters.

### **Task 4. MEP Design**

Infrastructure Engineers (IE) will perform the following tasks:

1. Prepare the design plans for the replacement of all plumbing fixtures:
2. Prepare the design plans for the replacement of all lighting to LED lights:

### **Task 5. Prepare Specifications:**

Infrastructure Engineers will prepare a specification report for the contemplated construction and material that will help the contractor to remodel the bathroom based on the design documents and the materials specified.

### **Task 6. Prepare Cost Estimate**

Infrastructure Engineers will prepare an estimate of the potential construction cost for the proposed improvements based on the bids on similar project(s) that has been bid out and preferably constructed within the past one year.

### **Task 7. Provide Construction Support Services**

Infrastructure Engineers will prepare an estimate of the potential construction cost for the proposed improvements.

1. Provide support during the bid process and response to RFI's during the construction. We are estimating a total of 8 hours for this phase
2. Provide weekly construction observations for the duration of the construction. It is assumed that we will spend 6 hours per week for a total of 8 weeks. We have also included 8 hours of Construction Management for the duration of the construction. The hours include providing weekly updates to the city on the progress of construction. If additional observation hours are requested by the City's or contractor or if the construction duration is longer than 8 weeks, then all hours after the hours in this proposal will be charged based on the latest hourly rate schedule.

The cost to provide the service is listed in the table below:

| Infrastructure Engineers                    |                                                                                                                                                                                                                                                                                                                                                               |                       |                     |                 |                        |                    |                 |
|---------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|---------------------|-----------------|------------------------|--------------------|-----------------|
| 13-Sep-22                                   |                                                                                                                                                                                                                                                                                                                                                               |                       |                     |                 |                        |                    |                 |
| La Puente City Park RR Remodel, CA          |                                                                                                                                                                                                                                                                                                                                                               |                       |                     |                 |                        |                    |                 |
| Tasks and Hours                             |                                                                                                                                                                                                                                                                                                                                                               |                       |                     |                 |                        |                    |                 |
| Task                                        | Task                                                                                                                                                                                                                                                                                                                                                          | Director/<br>QA QC/PM | Senior<br>Architect | MEP<br>Engineer | Structural<br>Engineer | Sr. Job<br>Captain | Cost of Tasks   |
|                                             |                                                                                                                                                                                                                                                                                                                                                               | \$220                 | \$185               | \$176           | \$176                  | \$126              |                 |
| <b>Construction Document Phase</b>          |                                                                                                                                                                                                                                                                                                                                                               |                       |                     |                 |                        |                    |                 |
| 1                                           | Task 1 - Project Management                                                                                                                                                                                                                                                                                                                                   | 12                    |                     |                 |                        |                    | \$2,640         |
| 2                                           | Task 2 - Architectural Design - Prepare Design plans for:<br>-To Painting Walls.<br>-To Remove the door jamb to be flush with opening.<br>-To Patch the Existing Concrete and Polish.<br>-To Remove the Tile Base.<br>-To Provide Steel Grid at opening of skylights.<br>-To Repair the skylights.<br>-To remove and replace the existing roof and screening. |                       | 80                  |                 |                        | 40                 | \$19,840        |
| 3                                           | Task 3 - Structural Design<br>-Provide intermediate 4x framing between 4x roof rafters.                                                                                                                                                                                                                                                                       |                       |                     |                 | 20                     |                    | \$3,520         |
| 4                                           | Task 4 - MEP Design - Prepare Design plans for:<br>-To Replace all plumbing fixtures.<br>-To Replace all lighting to LED lights.                                                                                                                                                                                                                              |                       |                     | 30              |                        |                    | \$5,280         |
| 5                                           | Task 5 - Prepare Specifications                                                                                                                                                                                                                                                                                                                               |                       | 8                   | 8               | 8                      |                    | \$4,296         |
| 6                                           | Task 6 - Prepare Estimate                                                                                                                                                                                                                                                                                                                                     |                       | 4                   | 2               |                        | 2                  | \$1,344         |
| <b>Design Phase Total</b>                   |                                                                                                                                                                                                                                                                                                                                                               |                       |                     |                 |                        |                    | <b>\$36,920</b> |
| <b>Construction Observation Phase</b>       |                                                                                                                                                                                                                                                                                                                                                               |                       |                     |                 |                        |                    |                 |
| 7                                           | Task 7 - Provide Construction Support Services                                                                                                                                                                                                                                                                                                                |                       |                     |                 |                        |                    |                 |
|                                             | 1. Bid Support                                                                                                                                                                                                                                                                                                                                                | 2                     | 2                   | 2               | 2                      |                    | \$1,514         |
|                                             | 2. Construction Observation                                                                                                                                                                                                                                                                                                                                   | 8                     | 32                  | 16              | 16                     |                    | \$13,312        |
| <b>Construction Observation Phase Total</b> |                                                                                                                                                                                                                                                                                                                                                               |                       |                     |                 |                        |                    | <b>\$14,826</b> |
| <b>Subconsultants</b>                       |                                                                                                                                                                                                                                                                                                                                                               |                       |                     |                 |                        |                    |                 |
| <b>Grand Total</b>                          |                                                                                                                                                                                                                                                                                                                                                               |                       |                     |                 |                        |                    |                 |
| <b>Grand Total</b>                          |                                                                                                                                                                                                                                                                                                                                                               |                       |                     |                 |                        |                    | <b>\$51,746</b> |

Thank you, again for allowing Infrastructure Engineers to be of service. After review of this cost proposal, please contact me with any questions. All of us at Infrastructure Engineers are looking forward to working with you and your team.

Sincerely,  
Infrastructure Engineers



Raymond Abassi, P.E., T.E., QSP/QSD  
Project Manager

## EXHIBIT B

### INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## City of La Puente AGENDA REPORT

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To: Mayor and City Council

For meeting of: October 25, 2022

From: Bob Lindsey, City Manager

By: Alex Bauman, Director of Community Services

SUBJECT: SECOND READING AND ADOPTION OF AN ORDINANCE AMENDING SECTION CHAPTER 3.68 OF THE LA PUENTE MUNICIPAL CODE REGARDING PUBLIC PARKS AND FACILITIES

### BACKGROUND/DISCUSSION

The City's Park Ordinance Oversight Ad Hoc Committee, staffed by Mayor Klinakis, Councilmember Argudo, Director Bauman, and other City staff, reviewed and revised the City's existing Park Rules and Regulations. Park rules #1 and #2 required new ordinances to be passed.

At its meeting of October 11, 2022, the City Council introduced Ordinance No. 22-979 amending Chapter 3.68 of the La Puente City Municipal Code Regarding Public Parks and Facilities. If adopted, the Ordinance No. 22-979 will take effect on November 24, 2022.

### FISCAL IMPACT

None.

### RECOMMENDATION

It is recommended that the City Council adopt Ordinance No. 22-979 Amending Chapter 3.68 of the La Puente City Municipal Code Regarding Public Parks and Facilities.

### ATTACHMENTS

Attachment "A": Ordinance No. 22-979

**ORDINANCE NO. 22-979**

**AN ORDINANCE OF THE CITY OF LA PUENTE,  
CALIFORNIA, AMENDING CHAPTER 3.68 OF THE LA  
PUENTE MUNICIPAL CODE REGARDING PUBLIC  
PARKS AND FACILITIES**

**THE CITY COUNCIL OF THE CITY OF LA PUENTE DOES HEREBY ORDAIN AS  
FOLLOWS:**

Section 1. La Puente Municipal Code Amendment.

Sections 3.68.020 and 3.68.040 of Chapter 3.68 of Title 3 of the La Puente Municipal Code are hereby amended to read as follows:

*3.68.020 Hours of Operation.*

*All City parks are closed from 10:00 p.m. to 6:00 a.m. of the next day. It is unlawful for any person to enter or remain in any city park, including any public parking lot within or immediately adjacent to the park, during such hours. The hours of operation at the Grace Napolitano Nature Center and proposed dog park will be from sun up to sun down. Current law enforcement and emergency personnel are excluded.*

*3.68.040 Possession of firearms in parks or public facilities – Prohibited.*

*It is unlawful for any person, firm, or corporation to take, carry or otherwise transport any firearm into any public park or other public property under the jurisdiction of the city of La Puente or to have in their possession any firearm within any such park or public facility.*

*This section shall not apply to:*

- a. Consistent with federal law, law enforcement who qualify to carry under the Federal Law Enforcement Officers Safety Act, 18 U.S.C. 926 (c);*
- b. Persons who are police officers as defined by California law;*
- c. Persons who are designated peace officers as defined by California law;*
- d. Persons who were employed as police officers as defined by California law but are retired.*

Section 2. CEQA Findings.

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

Section 3.      Clerical Errors.

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

Section 4.      Severability.

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

Section 5.      Effective Date.

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

Section 6.      Publication.

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

**PASSED, APPROVED AND ADOPTED** this 25<sup>th</sup> day of October, 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**

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To: Mayor and City Council

For meeting of: October 25, 2022

From: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION AND APPROVAL OF FINAL PARCEL MAP NO. 82347  
AND SUBDIVISION IMPROVEMENT AGREEMENT FOR THE PROPERTY  
LOCATED AT 658 DEL VALLE AVENUE

## BACKGROUND

At the meeting of April 2, 2019, the Planning Commission adopted Resolution No. 19-1529 approving Tentative Parcel Map No. ("TPM") 82347 to subdivide a 0.43 acre lot for the development of three detached, single story, single family homes ("Project") located at 658 Del Valle Avenue. Resolution No. 19-1529 established Conditions of Approval for the subdivision that included the preparation and submittal of a Final Parcel Map for the City's review and approval.

The approval of the Final Parcel Map is a ministerial act which means the action is performed according to statutes and legal authority following established procedures without exercising judgment or discretion.

## DISCUSSION

The Project is located on a 0.43 acre lot bounded by Del Valle Avenue to the west and residential homes to the east, north and south. The site frontage is currently improved with curb & gutter which will be modified and further improved as part of the Project.

The Engineering Division has reviewed the conditions of approval for TPM 82347 and has determined that all conditions have been complied with as set forth in Resolution No. 19-1529 (Attachment A). Condition No. 5 of the Resolution requires that the developer either complete or bond for all off-site improvements such as the driveway approach, new curb and gutter, sidewalk and installation of survey monuments before recordation of the final map. The developer has opted to submit a cash deposit in lieu of the bond for the off-site improvements, so that the improvements may be installed when the property reaches final completion and prior to any of the homes being sold. The cash deposit requires the execution of a Subdivision Improvement Agreement, a copy of which is included as Attachment B.

## FISCAL IMPACT

There is no fiscal impact to the City relative to the approval of this Final Parcel Map.

### RECOMMENDATION

It is recommended that the City Council: (1) find that Final Parcel Map No. 82347 complies with all of the Conditions of Approval set forth within Tentative Parcel Map No. 82347; (2) approve the attached Subdivision Improvement Agreement and authorize the City Manager to execute the agreement on behalf of the City; and (3) approve the Final Map and authorize the City Clerk to endorse the cover sheet of the Final Map, the certificate which embodies the approval of said Map for recordation with the County of Los Angeles.

### ATTACHMENTS

Attachment “A”: Planning Commission Resolution No. 19-1529  
Attachment “B”: Subdivision Improvement Agreement  
Attachment “C”: Parcel Map 82347 (On file with the City Clerk)

RESOLUTION NO. 19-1529

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LA PUENTE, CALIFORNIA, CONDITIONALLY APPROVING TENTATIVE PARCEL MAP NO. 82347, A REQUEST TO SUBDIVIDE PROPERTY FOR THE PURPOSE OF CREATING THREE LOTS WITH ONE DETACHED RESIDENTIAL UNIT ON EACH LOT AT 658 DEL VALLE AVENUE, AND NOTICE OF EXEMPTION REGARDING SAME

RECITALS

**WHEREAS**, on August 13, 2018, Dat Wong (“Applicant”) filed a complete application requesting approval of Tentative Parcel Map (“TPM”) No. 82347 and Site Plan and Design Review (“SPDR”) No. 1196 described herein (“Application”); and

**WHEREAS**, the Application applies to an approximate 0.43 acre property located at 658 Del Valle Avenue, La Puente, California, and legally described as a portion of lot 14 of Tract No. 1690 in the City of La Puente, County of Los Angeles, State of California, as per map recorded in book 22, page 64 of maps, in the office of County recorded of said county with Assessor’s Parcel Number 8250-013-021 (“Property”); and

**WHEREAS**, the Property is located on the east side of Del Valle Avenue approximately 140 feet south of its intersection with Sierra Vista Court; and

**WHEREAS**, the Property consists of a rectangular lot measuring approximately 140 feet wide by 132.5 feet deep, with a total area of approximately 18,643 square feet. The front of the Property is improved with curb and gutter; and

**WHEREAS**, the Applicant is requesting approval to subdivide the Property for the creation of three lots with one detached, single-story, single family home on each lot; the proposed subdivision will result in the private ownership of each unit and driveways; and

**WHEREAS**, the City’s General Plan Land Use Element designates the Property for Low Density Residential use. The Zoning Ordinance, which is the implementing document for the General Plan, designates the Property as R-1, Low Density Residential Zone; and

**WHEREAS**, based upon the information received and Staff’s assessment, the proposed Project is categorically exempt from California Environmental Quality Act (“CEQA”) pursuant to Section 15332 (Class 3, In-Fill Development Projects). Approval of the project satisfies the requirements under this exemption as outlined and as follows: a) the project is consistent with the Policy 5.1 of Goal #5 of the Community Development Element in that it facilitates and encourages diversity in housing types. The subdivision is for three single-family units on individual lots, which adds additional homeownership opportunities in the City. The project is further consistent with the Housing Element of the General Plan in that it contributes units towards the required Regional Housing Needs Assessment (RHNA) requirement. Finally, the subdivision of the Property is consistent with the Zoning Code of the City as the new lot area per

dwelling unit meets the minimum requirement of 6,000 square feet (two lots are 6,000 each and the rear or flag lot is 6,640 square feet ; b) the site is located in the City, is 18,643 square feet or 0.43 acres, and is surrounded by similar urban uses including single family homes on individual lots to the north, south, east and west; c) the site has no value as a habitat for endangered species, as it is located in an urbanized area and was previously developed with a single family home in the 1920s; d) there are no anticipated impacts to traffic, noise, or air quality as demonstrated by environmental analysis submitted by the Applicant and on file with the City; further, the site is a residential property surrounded by other residential properties of similar size in an urbanized area where the streets are of adequate size to accommodate anticipated traffic needs from the residential properties, including the Property, and within the neighborhood. Additionally no noise issues are anticipated based on the anticipated development of the Property for single family homes as designated under the General Plan. There are no anticipated impacts to air quality as the anticipated daily vehicle trips are minimal, demonstrated in the analyses. Finally, there are also no anticipated impacts to water quality as determined by the City for Low Impact Development for single family homes; and e) the under-developed site is already served by all utilities and public services; and

**WHEREAS**, notice of the Planning Commission's April 2, 2019, public hearing on the Application was published in The San Gabriel Valley Tribune on March 22, 2019 and mailed to property owners within a 500 foot radius of the Property on March 22, 2019 and was posted at three public places and the Property in compliance with the City's Code and Government Code Section 65091; and additionally the notice was posted at the Los Angeles County Public Library on March 22, 2019; and

**WHEREAS**, on April 2, 2019, the Planning Commission of the City of La Puente conducted a duly noticed public hearing on TPM No. 82347; and

**WHEREAS**, all legal prerequisites to the adoption of this Resolution have occurred.

**NOW THEREFORE**, it is hereby found, determined and resolved by the Planning Commission of the City of La Puente as follows:

1. The Planning Commission finds that all of the facts set forth in the Recitals above are true and correct, and are incorporated herein by reference.
2. All necessary public hearings and opportunities for public testimony and comment have been conducted in compliance with State Law and the Municipal Code of the City of La Puente.
3. Upon independent review and consideration of the information contained in the Tentative Parcel Map application submitted to the City, the Planning Commission hereby finds and determines that the proposed Project is categorically exempt from the California Environmental Quality Act ("CEQA") pursuant to Section 15332 (Class 3, In-Fill Development Projects). Approval of the project satisfies the requirements under this exemption as outlined and as follows: a) the project is consistent with the Policy 5.1 of Goal #5 of the Community Development Element in that it facilitates and encourages diversity in housing types. The

subdivision is for three single-family units on individual lots, which adds additional homeownership opportunities in the City. The project is further consistent with the Housing Element of the General Plan in that it contributes units towards the required Regional Housing Needs Assessment (RHNA) requirement. Finally, the subdivision of the Property is consistent with the Zoning Code of the City as the new lot area per dwelling unit meets the minimum requirement of 6,000 square feet (two lots are 6,000 each and the rear or flag lot is 6,640 square feet ; b) the site is located in the City, is 18,643 square feet or 0.43 acres, and is surrounded by similar urban uses including single family homes on individual lots to the north, south, east and west; c) the site has no value as a habitat for endangered species, as it is located in an urbanized area and was previously developed with a single family home in the 1920s; d) there are no anticipated impacts to traffic, noise, or air quality as demonstrated by environmental analysis submitted by the Applicant and on file with the City; further, the site is a residential property surrounded by other residential properties of similar size in an urbanized area where the streets are of adequate size to accommodate anticipated traffic needs from the residential properties, including the Property, and within the neighborhood. Additionally no noise issues are anticipated based on the anticipated development of the Property for single family homes as designated under the General Plan. There are no anticipated impacts to air quality as the anticipated daily vehicle trips are minimal, demonstrated in the analyses. Finally, there are also no anticipated impacts to water quality as determined by the City for Low Impact Development for single family homes; and e) the under-developed site is already served by all utilities and public services. Accordingly, the Planning Commission approves and adopts the Notice of Exemption, attached to the Resolution as Exhibit "A", and incorporated herein by reference.

4. Based upon substantial evidence presented to the La Puente Planning Commission during the April 2, 2019 public hearing, including public testimony and written and oral staff reports, the Commission finds as follows, pursuant to Chapter 11.20 of the La Puente Municipal Code and the Subdivision Map Act:

(a) The proposed map is consistent with the applicable general and specific plans: The proposed map is consistent with the City's General Plan in that the Property is designated for Low Density Residential use and the proposed subdivision or map will allow for the creation of three lots (a maximum of three lots are allowed) at a minimum size of 6,000 square feet (two lots are a minimum of 6,000 and one lot is 6,640 square feet), to allow for low density residential development; as discussed above, in Section 3(a), the subdivision is for three single-family units on individual lots, which adds additional homeownership opportunities in the City – this is consistent with the Housing Element of the General Plan in that it contributes units towards the required Regional Housing Needs Assessment (RHNA) requirement; and

(b) The design or improvement of the proposed subdivision is consistent with applicable general and specific plans: there is no specific plan governing this property; single family homes on individual lots are allowed and consistent with the general plan, specifically Policy 5.1 of Goal #5 of the Community Development Element (see Section 3(a) above), in that it facilitates and encourages diversity in housing types; additionally, the design of the proposed subdivision is suitable, in that the proposed lots are rectangular or flag in shape and meet the zoning code requirements for size of the lots (6,000 square feet minimum) – as permitted under the General Plan; and

(c) The site is physically suitable for the type of development: the site is physically suitable for the subdivision as it is already relatively level because grading has occurred to accommodate the existing home and structures; the current size of the parcel, 18,643 square feet, is of adequate size to be subdivided into three smaller lots that meet the R-1 zoning standards size of 6,000 square feet minimum; as such, all of the proposed lots, and improvements can be physically accommodated on the Property; and

(d) The Site is physically suitable for the proposed density of development: the site can accommodate a density of three units as allowed under the General Plan, and three units are proposed for this project; and

(e) The design of the subdivision or the proposed improvements are not likely to cause environmental damage or injury to fish or wildlife or their habitat: the SPDR No. 1196 associated with TPM 82347 will result in the development of three dwelling units in an urbanized area that does not have any fish or wildlife resources or habitats. The Property is already in residential use and therefore the Project will not introduce a use that is detrimental to fish or wildlife or their habitat; and

(f) The design of the subdivision and type of improvements will not cause serious public health problems: there are no known hazards on the Property, and the development will not introduce new hazards to the area. Further, the improvements and subdivision will provide adequate access for Fire Department vehicles should the need arise. Finally, the project once completed, will comply with the requirements of the Building and Safety Department and the County of Los Angeles Fire Department and City Engineering Department. Infrastructure improvements will be provided as required by the various agencies; and

(g) The design of the subdivision and the type of improvements will not conflict with the easements for access through, or use of Property within the proposed subdivision: the proposed subdivision will include easements to ensure future access and use of utilities and public infrastructure improvements; and

(h) The design and improvement of the subdivision complies with the City Zoning and/or grading laws: The design of the subdivision is consistent with the standards established in the R-1 Zone of which this Property is a part, including but not limited to lot coverage, parking, open space and setbacks; and

(i) The discharge of waste from the proposed subdivision will not violate the requirements of the Los Angeles Regional Water Quality Control Board because each single family home will be reviewed and approved in compliance for Low Impact Development requirements for single family homes pursuant to Chapter 4.16, Stormwater and Urban Runoff Pollution Prevention of the LPMC; and

(j) The subdivision will provide, to the extent feasible, for future passive or natural heating or cooling opportunities as demonstrated by the varying east-west pitches of the rooflines and placement of windows; and

(k) The Project is consistent with Section 66412.3 of the Subdivision Map Act regarding the City's share of the regional housing need in that it balances the housing needs of the region against the public service needs of the City's residents and available fiscal and environmental resources because the subdivision provides three new housing units in the City, which assists the City in meeting its housing needs as prescribed under the General Plan.

5. Based upon the findings noted above, the Planning Commission approves the Application subject to the following conditions of approval, attached hereto, and incorporated herein by reference.

*CONTINUED ON NEXT PAGE*

## CONDITIONS OF APPROVAL

1. This Tentative Parcel Map No. 82347 shall expire twenty-four (24) months from the date it is approved by the Planning Commission. The Applicant, not less than 30 days prior to the expiration date, may submit a written request to the City for an extension of time.

THE APPLICANT OR THE APPLICANT'S SUCCESSOR(S) SHALL:

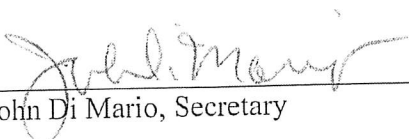
2. Have the Final Map prepared by, or under the direction of, a registered civil engineer or licensed land surveyor and processed through the City's Development Services Department. The Final Map shall comply with the State Subdivision Map Act and City's Division of Land Ordinance.
3. Provide a statement(s) on the Final Map for dedications of, or offers to dedicate interests in, real property for specific public purposes and signed and acknowledged by those parties having any record title interest in the real property being subdivided, subject to the provisions of Section 66436 of the Subdivision Map Act.
4. Submit a preliminary guarantee if signatures of record title interests appear on the Final Map. A final guarantee will be required at the time of filing of the Final Map, and a preliminary title report/guarantee shall be provided that describes the interest of all fee owners and interest holders. The account for title reports/guarantees shall remain open until the Final Map is filed with the County Recorder.
5. Submit for the review and approval of the City Engineer full public parkway facilities improvement plans prior to recordation of the final map. Such improvements shall be completed in accordance with plans approved by the City Engineer. Public facilities may be installed after the recordation of the final map if a subdivision improvement agreement and improvement plans with necessary bonds to secure the installation of facilities and improvements in the public right-of-way are submitted and approved by the City prior to the recordation of the final map. Off-site improvements shall be installed in accordance with the subdivision improvement agreement. Off-site surface improvements shall include:
  - a. Removal of existing driveway apron and replace with concrete sidewalk, curb, and gutter and construct new concrete driveway apron to the satisfaction of the City Engineer.
  - b. Replacement of all damaged curb and/or gutter sections and sidewalks to the satisfaction of the City Engineer.
  - c. Replacement any existing and/or damaged trees in the parkway. The precise location and species of the trees shall be approved by the City Engineer and the Director of Development Services.
  - d. Setting of durable monuments to the satisfaction of the City Engineer, in conformance with Section 66495 of the Subdivision Map Act.

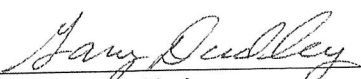
6. Obtain a flood hazard report for review and approval by the City Engineer.
7. Verify the capacity of the local sewer and obtain permits from the Los Angeles County Sanitation District to provide connections to the sewer line. All upgrades to the sewer line deemed necessary by the Sanitation District to accommodate the increase in sewage output shall be installed, tested and accepted or bonded prior to Final Map approval.
8. Provide a drainage report of the existing drainage areas and hydrology and the proposed developed hydrology condition and facilities. Additionally, provide the associated hydraulic calculations and drainage facilities sizing and capacities utilizing Los Angeles County Department of Public Works (“LACDPW”) requirements.
9. Provide street lighting system improvement plans and calculations for the Project to the City Engineer for review and approval. On-site roadway lighting shall be designed in accordance with Illuminating Engineering Society (IES) standards.
10. Present to the City comprehensive engineering, geologic and soils reports, based on adequate test borings pursuant to Section 66490 of the Subdivision Map Act. The investigation shall also address seismic hazards and expansive soils. The geologic and soils reports shall be reviewed and approved by the City Engineer.
11. Consult with Time Warner Cable/Spectrum, Southern California Edison Company, Southern California Gas Company, La Puente Valley Water District, the Los Angeles County Sanitation District, and any other public utility having jurisdiction over the Property, for planning, construction and proper placement of service facilities prior to submission of final improvement plans. Utility service plans for each phase shall be approved by the respective utility company or agency prior to the recordation of the final map and, where applicable, shall be included in right-of-way improvement plans.
12. Comply with the Los Angeles County Fire Department (“LACFD”) regulations, including but not limited to requirements for fire hydrant tests within the vicinity to determine adequate flow and upgrading fire hydrant as needed.
13. Comply with the LACFD regulations for access to the property, including driveway access and designating “No-Parking – Firelane” areas and conditions set forth in any and all LACFD correspondence.
14. Obtain permits from the Los Angeles County Sanitation District to provide separate connections from each of the proposed lots to the sewer line. All upgrades to the sewer line deemed necessary by the Los Angeles County Sanitation District to accommodate the increase in sewage output shall be installed, tested and accepted or bonded prior to Final Map approval.
15. Place all new electrical service lines and cable television lines, if any, underground to the satisfaction of Southern California Edison, Time Warner Cable/Spectrum, and the City Engineer.

16. Provide easements on the final map for all utilities, including telephone, cable, water, sewer and storm drains as required by the City Engineer and each respective utility.
17. Provide the City with verification of the recordation of the final map with the Recorder's Office of the County of Los Angeles prior to the issuance of certificates of occupancy for each unit. Applicant shall supply the City with one reproducible mylar copy and three blue line prints of the recorded final map. The final map shall also be submitted to the City Engineer in a digital graphic file format that is acceptable to the City Engineer.
18. Pay all appropriate City fees and business license fees and cooperate with the City to obtain compliance from contractors and subcontractors.
19. Maintain the Property at all times according to the requirements of Chapter 3.20, Public Nuisances, of the La Puente Municipal Code.
20. The Applicant shall comply with all provisions of SPDR No. 1196, in the event that the requirements of this Resolution conflict with SPDR No. 1196, the requirements of this Resolution shall prevail.
21. The Applicant shall comply with all requirements of commenting agencies, including but not limited to the LACFD, County Sanitation Districts of Los Angeles County, Southern California Edison and La Puente Valley Water Company, which are on file for TPM 82347 with the Planning Division and which have been provided to the Applicant and incorporated herein by reference.
22. The Applicant shall comply with all Federal, State, County, and local laws and ordinances applicable to the Project.
23. The Applicant and Property Owner shall submit, within ten (10) days after approval of this Resolution, to the Development Services Department his/her written consent to all of the conditions referenced herein.
24. The Applicant and Property Owner shall indemnify, protect, defend (with legal counsel reasonably acceptable to the City), and hold harmless, the City, and any agency or instrumentality thereof, and its elected and appointed officials, officers, employees, and agents from and against any and all liabilities, claims, actions, causes or action, proceedings, suits, damages, judgments, liens, levies, costs, and expenses of whatever nature, including reasonable attorney's fees and disbursements (collectively, "Claims") arising out of or in any way relating to this Project, any discretionary approvals granted by the City related to the development of the Project, or the environmental review conducted under California Environmental Quality Act, Public Resources Code Section 21000 *et seq.*, for the Project. If the City Attorney is required to enforce any conditions of approval, all costs, including attorney's fees, shall be paid for by the Applicant/Developer.

**PASSED, APPROVED AND ADOPTED** by the Planning Commission of the City of La Puente at a regular meeting held on April 2, 2019, by the following vote:

AYES: Dudley, Costea and Mendoza  
NOES: None  
RECUSE: Stowell  
ABSENT: None

  
\_\_\_\_\_  
John Di Mario, Secretary

  
\_\_\_\_\_  
Gary Dudley, Chairman



# City of La Puente

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

## NOTICE OF EXEMPTION

**TO:** County Clerk  
County of Los Angeles  
Environmental Filings  
12400 East Imperial Hwy  
Norwalk, CA 90650

**FROM:** City of La Puente  
15900 E. Main Street  
La Puente, CA 91744

**Project Title:** Tentative Parcel Map 82347 and Site Plan and Design Review No. 1196

**Project Location (Specific):** 658 Del Valle Avenue; La Puente, CA 91744

**Project Location (City):** La Puente **Project Location (County):** Los Angeles

**Description of Nature, Purpose, and Beneficiaries of Project:** A request to subdivide a property for the purposes of creating three (3) individual lots with a single-family, single-story, detached dwelling unit on each lot at 658 Del Valle Avenue.

**Name of Public Agency Approving Project:** City of La Puente

**Name of Person or Agency Carrying Out Project:** Reina Schaetzel, Assistant Planner

**Exempt Status: (Check One)**

- ☐ Ministerial (14 Calif. Admin. Code §15268)
- ☐ Declared Emergency (14 Cal. Admin. Code §15269(a))
- ☐ Emergency Project (14 Cal. Admin. Code §15269(b) & (c))
- ☐ Statutory Exemption. (14 Cal. Admin. Code §§15260 et seq.)
- ☒ Categorical Exemption. (14 Cal. Admin. Code §§15300 et seq.)  
State class and section number *Class 32, Section 15332.*

**Reasons why project is exempt:** Section 15332 for in-fill development allows for an exemption as long as the project is: a) consistent with the General Plan and General Plan policies; b) the disturbed portion of the project site is less than 5 acres; c) the project site has no value as a habitat for endangered, rare or threatened species; d) approval of the project would not result in any significant effects relating to traffic, noise, air quality, or water quality and e) the site can be adequately served by all utilities and public services.

Based upon the information received and Staff's assessment, the proposed Project is categorically exempt from California Environmental Quality Act ("CEQA") pursuant to Section 15332 (Class 3, In-Fill Development Projects). Approval of the project satisfies the requirements under this exemption as outlined and as follows: a) the project is consistent with the Policy 5.1 of Goal #5 of the Community Development Element in that it facilitates and encourages diversity in housing types. The subdivision is for three single-family units on

**EXHIBIT E**  
(to Staff Report for TPM 82347 + SPDR 1196)

individual lots, which adds additional homeownership opportunities in the City. The project is further consistent with the Housing Element of the General Plan in that it contributes units towards the required Regional Housing Needs Assessment (RHNA) requirement. Finally, the subdivision of the Property is consistent with the Zoning Code of the City as the new lot area per dwelling unit meets the minimum requirement of 6,000 square feet (two lots are 6,000 each and the rear or flag lot is 6,640 square feet ; b) the site is located in the City, is 18,643 square feet or 0.43 acres, and is surrounded by similar urban uses including single family homes on individual lots to the north, south, east and west; c) the site has no value as a habitat for endangered species, as it is located in an urbanized area and was previously developed with a single family home in the 1920s; d) there are no anticipated impacts to traffic, noise, or air quality as demonstrated by environmental analysis submitted by the Applicant and on file with the City; further, the site is a residential property surrounded by other residential properties of similar size in an urbanized area where the streets are of adequate size to accommodate anticipated traffic needs from the residential properties, including the Property, and within the neighborhood. Additionally no noise issues are anticipated based on the anticipated development of the Property for single family homes as designated under the General Plan. There are no anticipated impacts to air quality as the anticipated daily vehicle trips are minimal, demonstrated in the analyses. Finally, there are also no anticipated impacts to water quality as determined by the City for Low Impact Development for single family homes; and e) the under-developed site is already served by all utilities and public services. The project therefore satisfies criteria under CEQA Guidelines, Categorical Exemption Section 15332 In-fill Development Projects.

**Contact Person:** Reina Schaetzel

**Phone No.:** (626) 855-1538

**Date received for Filing:**

**Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_

\_\_\_\_\_

**SUBDIVISION IMPROVEMENT AGREEMENT**  
**Final Parcel Map No. 82347**

This **SUBDIVISION IMPROVEMENT AGREEMENT** (“Agreement” herein) is made this 25th day of October, 2022, by and between the City of La Puente, a municipal corporation (“City” herein), and VW3, LLC (“the Subdivider” herein), collectively referred to herein as the “Parties.”

**RECITALS**

A. Subdivider previously applied for approval of a tentative parcel map to subdivide certain real property located at 658 Del Valle Avenue in the City of La Puente, for the purpose of creating three lots with detached, single story, single family homes on each lot (“Subdivision”).

B. The tentative map of the Subdivision was previously approved by the City, subject to the Subdivision Map Act and the City’s Subdivision Ordinance, which is set forth in Title 11 of the La Puente Municipal Code (collectively referred to herein as the “Subdivision Laws”) and to the City’s standard requirements and conditions of approval contained in the Planning Commission’s Resolution No. 19-1529 approving Tentative Parcel Map No. 82347 (“Resolution of Approval”), a copy of which is on file in the Office of the City Clerk and which is incorporated herein by this reference.

C. Pursuant to Section 11.28.220 of the Subdivision Laws, as a condition precedent to the approval of a final map, the Subdivider must comply with the Planning Commission’s Resolution of Approval and either: (i) complete, in compliance with City standards, all of the improvements and land development work required by the Subdivision Laws and the Planning Commission’s Resolution of Approval, or (ii) enter into a secured agreement with the City to complete the improvements and land development work within a period of time specified by the City.

D. Plans and related specifications (“Improvement Plans”), for the construction, installation and completion of the certain improvements, more specifically described in the attached Exhibit A, have been prepared by the Subdivider, approved by the City’s Development Services Director or his or her designee (“Director”), and are on file in the office of City’s Development Services Department. Said Improvement Plans are incorporated herein by this reference.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, the Parties agree as follows:

1. **SUBDIVIDER’S OBLIGATION TO CONSTRUCT IMPROVEMENTS**

A. Subdivider shall, at its sole expense, and in compliance with the provisions of the Subdivision Laws, the Improvement Plans, and all applicable City standards,

and in a good and workmanlike manner, furnish, construct, install and guarantee (as set forth in Section 3) the Improvements, as generally described in this Section 1, and more specifically described in the attached Exhibit A as well as in the tentative map and in the Planning Commission's Resolution of Approval relating thereto (collectively, the "Improvements").

The general categories of Improvements, as more fully described in Exhibit A, and the estimated costs thereof are as follows:

|                                      |             |
|--------------------------------------|-------------|
| Sewer Work                           | \$7,500.00  |
| Off-Site Improvements                | \$16,425.00 |
| 10% Contingency                      | \$2,392.50  |
| <hr/>                                |             |
| Total Estimated Cost of Improvements |             |
| Plus Contingency                     | \$26,317.50 |

B. Subject to any time extensions granted in accordance with Section 4 below, Subdivider shall commence work on the Improvements not later than one (1) year from recordation of Final Parcel Map No. 82347 and shall complete the Improvements by no later than two (2) years after recordation of Final Parcel Map No. 82347 ("the Completion Date" herein). The Improvements shall not be deemed complete until a Notice of Completion is approved and accepted by the City Council.

Notwithstanding the preceding paragraph, if the Director reasonably determines that accelerated construction of the Improvements is essential in order to protect the public health, welfare and safety, including, without limitation, providing for the orderly development of the surrounding area, the Director shall give Subdivider not less than 15 (fifteen) days' prior written notice to commence or accelerate installation and construction of the Improvements, or any portion thereof. The notice shall describe the work to be done by Subdivider and reasonable time periods within which the work will commence and be completed. All or any portions of said Improvements may be required to be constructed or completed at a specified time. If the Subdivider objects to the commencement or acceleration of the Improvements as specified by the Director, Subdivider may appeal the decision of the Director to the City Council. Any such appeal shall be filed with the City Clerk within 10 (ten) days after receipt by Subdivider of the written notice from the Director. Further, if any of the circumstances specified in Section 4 occur, the provisions of this paragraph shall not prevent Subdivider from requesting a time extension to perform said work, pursuant to the provisions of Section 4.

C. All monumentation shall be installed prior to the City's approval of the Notice of Completion. As used herein, "monumentation" shall mean the setting of survey monuments and tie points in accordance with the Subdivision Laws, and the delivery to the Director of tie notes for said points.

D. Subdivider shall, at its sole expense, replace or repair any and all public improvements, public utility facilities, and surveying or subdivision monuments which are

destroyed or damaged as a result of any work by Subdivider or its agents under this Agreement. Any such replacement or repair shall be subject to the approval of the Director. Until recordation of the Notice of Completion of the Improvements, Subdivider assumes responsibility for the care and maintenance of, and any damage to, the Improvements. Subdivider shall replace or repair all Improvements, public utility facilities, and surveying or subdivision monuments which are destroyed or damaged for any reason, regardless whether resulting from the acts of the Subdivider, prior to recordation of the Notice of Completion. Subdivider shall bear the entire cost of such replacement or repairs regardless of what entity owns the underlying property. Any repair or replacement shall be to the satisfaction of the City Engineer.

E. Until the Notice of Completion is recorded, Subdivider shall be responsible for the care and maintenance of such Improvements and shall bear all risks of loss or damage to said Improvements. Neither City, nor its officers, agents' and employees, shall have any liability for any accident, loss or damage to the Improvements prior to their completion and acceptance by the City.

F. Subdivider shall, at its sole expense, obtain all necessary permits and licenses for the construction and installation of the Improvements, give all necessary notices, and pay all fees required by City ordinance or resolution and all taxes required by law.

G. Not less than fifteen (15) days prior to commencement of work on the Improvements, Subdivider shall give written notice to the Director of the date fixed for such commencement of work in order that the Director shall have adequate time to schedule all necessary inspections. City shall use its best efforts to inspect the Improvements in a timely manner.

## 2. INSPECTION OF WORK AND FINAL ACCEPTANCE

A. Upon completion of the Improvements the Subdivider may request a final inspection by the City Engineer. Subdivider shall maintain proper facilities and safe access for inspection of the Improvements by the City Engineer and other City personnel. Within ten (10) business days of any inspection of the Improvements, the Director shall, as a courtesy, provide written notice to Subdivider of the list of items which have been found to be incomplete and the list of items which have been found to be complete. Regardless of the list provided to the Subdivider by the City, Subdivider shall complete all Improvements as required by this Agreement. If the City Engineer determines that all of the Improvements have been completed in accordance with this Agreement and in compliance with the Improvement Plans and all applicable City standards, then the City Engineer shall promptly certify in writing to the City Council the completion of the Improvements. When applicable law requires an inspection at a particular state of construction of the Improvements, Subdivider shall not proceed with additional work until the inspection has been made, and the work is approved. Subdivider shall bear all costs of inspection and certification for completeness in accordance with City's standard fees and rates.

B. Acceptance and approval of the Notice of Completion by the City Council shall not constitute a waiver by the City of any defect(s) in the Improvements.

3. GUARANTEE AND WARRANTY OF THE IMPROVEMENTS

A. Subdivider shall guarantee the Improvements against any defective workmanship or any unsatisfactory performance for one year after the recordation of the Notice of Completion. If, within said one year period, any Improvements or part of any Improvements furnished, installed or constructed by the Subdivider, or any of the related work performed under this Agreement, fails to comply with any requirements of this Agreement, or the Subdivision Laws, or the Improvement Plans and related specifications, the Subdivider shall, without delay and without cost to the City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Improvements.

B. Should the Subdivider fail or refuse to act promptly or in accordance with subparagraph 3.A above following thirty (30) days written notice, then the City may, in its reasonable discretion, make the necessary repairs or replacements or perform the necessary reconstruction and, if Subdivider fails to reimburse City for such reasonable costs within fifteen (15) days following a written demand therefore from City, City may draw upon the Subdivider's improvement security to reimburse itself for the costs incurred. If the Subdivider's improvement security does not cover the total cost of such repair, replacement, or reconstruction, the Subdivider shall reimburse the City for any reasonable excess costs incurred.

C. Should the City determine that the public health or safety requires curing any defect before Subdivider can be notified or adequately respond, the City may, in its sole discretion, perform such work as is reasonably necessary to protect the public health or safety, and Subdivider shall pay to City the cost of such work.

D. The security furnished for the faithful performance of the Subdivider's obligation to construct and install the Improvements described herein shall include Subdivider's liability hereunder for the one-year guarantee and warranty of the Improvements as set forth in subparagraph 3.A above.

4. TIME EXTENSIONS

A. Upon a showing by the Subdivider of good cause, the date for commencement of work on the Improvements, or the Completion Date, may be extended by the Director, with the written concurrence of the City Manager. Consent to any such extension shall not be unreasonably withheld. As used herein, "good cause" may include, without limitation, delay resulting from an act or omission of the City; acts of God or force majeure, including, without limitation, inclement weather; inability to obtain labor or materials through no fault of Subdivider; civil unrest; and strikes, boycotts or similar job actions by employees or labor organizations which prevent the conduct of the work.

B. As a condition of any time extension provided for herein, the Director, with the written concurrence of the City Manager, may require the Subdivider to furnish new or modified improvement security guaranteeing performance of this Agreement, as extended, in an increased amount as necessary to compensate for any projected increase in the Estimated Total Cost of Improvements, as reasonably determined by the Director.

## 5. IMPROVEMENT SECURITY

A. Prior to City's execution of this Agreement, Subdivider shall provide as security bonds to the City:

1. For Performance and Guarantee: Security in an amount equal to one hundred percent (100%) of the Estimated Total Cost of the Improvements as set forth in Section 1, above ("Performance Security"). The form of which shall be subject to City Attorney's prior approval.

2. For Payment: To secure Subdivider's payment to any contractor, subcontractor, person renting or supplying equipment, or furnishing labor and materials for completion of the Improvements, security in the amount of one hundred percent (100%) of the Estimated Total Cost of the Improvements as set forth above in the Section 1, above ("Payment Security"). The form of which shall be subject to City Attorney's prior approval.

3. Warranty: To warranty the Subdivider's work for a period of one (1) year following recordation of the Notice of Completion against any defective work or labor done or defective materials furnished, in the amount of twenty-five percent (25%) of the Estimated Total Cost of the Improvements as set forth above in the Section 1, above ("Warranty Security"). The form of which shall be subject to City Attorney's prior approval.

4. Monument Setting: To secure the Subdivider setting the subdivision monuments as set forth on the Final Map, in the amount of one hundred percent (100%) of the estimated cost of setting the monuments ("Monument Security"). The form of which shall be subject to City Attorney's prior approval.

B. If the improvement security is a corporate surety bond and, in the opinion of the City, any surety or sureties thereon become insufficient, the Subdivider shall renew or replace any such surety bond with good and sufficient surety or sureties within ten (10) days after receiving from City written demand therefor.

C. Improvement security consisting of corporate surety bonds, issued by sureties that are admitted to do business in the State of California, shall be kept on file with the City Clerk. If a corporate surety bond is replaced by another approved bond, the replacement shall be filed with the City Clerk and, upon filing, shall be deemed to have been made a part of and incorporated into this Agreement. Upon filing and approval by the Director of a replacement bond, the former improvement security shall be released and exonerated.

D. Modifications of the Improvement Plans and related specifications, and modifications of the Improvements, not exceeding ten percent (10%) of the original Estimated Total Cost of the Improvements, shall not subject Subdivider to providing additional improvement security. If any such modifications exceed ten percent (10%) of the Estimated Total Cost of the Improvements, Subdivider shall furnish additional improvement security for performance and guarantee, and for payment, as required by subparagraph A above, for one hundred percent (100%) of the revised Estimated Total Cost of the Improvements.

E. Notwithstanding Subsection 5D above, Subdivider's security shall compensate the City for the actual cost of completing the required Improvements in the event of default by the Subdivider in the performance of this Agreement, regardless of whether the City's cost of completion exceeds the estimated cost of the Improvements.

## 6. REDUCTION OR RELEASE OF IMPROVEMENT SECURITY

A. Performance security shall be released upon the recordation of the Notice of Completion.

B. If City receives no notice of recorded claims of lien, labor and materials security shall be released in full 90 days after recordation of the Notice of Completion. If City receives notice of any recorded lien, the provisions of the Subdivision Map Act shall apply.

C. No security given for the guarantee or warranty of work shall be released until the expiration of the warranty period and until any claims filed during the warranty period have been settled. As provided in Section 3 of this Agreement, the warranty period shall not commence until recordation of the Notice of Completion. Warranty security not utilized during the warranty period shall be released one year after recordation of the Notice of Completion. However, if at the end of the one-year warranty period, there are one or more outstanding requests by City for performance of work or provision of materials under the terms of the warranty, warranty security shall be retained until the outstanding requests are satisfied or until Subdivider has made other arrangements satisfactory to the City Engineer.

D. City may retain from any security released an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorneys' fees.

## 7. INDEMNIFICATION.

A. City and Subdivider agree that City, its elected and appointed officers, officials, employees, agents, contractors, consultants and volunteers ("**City Indemnitees**") should, to the extent permitted by law, be fully protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation or court costs, or any other cost arising out of or in any way related to the Subdivider's performance of this Agreement (collectively,

**“Claims”**). Accordingly, the provisions of this indemnity clause are intended by the City and Subdivider to be interpreted and construed to provide the fullest protection possible under the law to City. Subdivider acknowledges that City would not enter into this Agreement in the absence of Subdivider’s commitment to indemnify and protect City as set forth herein.

B. To the fullest extent permitted by law, Subdivider shall indemnify, defend with counsel selected by City, and hold harmless the City Indemnitees from and against any and all Claims of every nature arising out of or in connection with Subdivider’s performance of this Agreement or failure to comply with this Agreement. Acceptance by City of insurance certificates and endorsements required under this Agreement does not relieve Subdivider from liability under this indemnification and hold harmless clause. This indemnification and hold harmless clause shall apply to any Claims whether or not such insurance policies shall have been determined to apply. By execution of this Agreement, Subdivider acknowledges and agrees to the provisions of this Section and that it is a material element of consideration.

C. The obligations of Subdivider under this Section 7 will not be limited by the provisions of any workers’ compensation act or similar act. Subdivider expressly waives its statutory immunity under such statutes or laws as to the City Indemnitees.

D. Subdivider’s obligations under this Section 7 are not conditioned or dependent upon whether the City, or its officers, agents and employees, prepared, supplied or reviewed any Improvement Plans or related specifications in connection with the Subdivision or the Improvements, or has insurance or other indemnification covering any of these matters.

E. Subdivider’s obligation to indemnify, hold harmless and defend the City Indemnitees shall extend to injuries to persons and damages to or alleged taking of property resulting from the design or construction of the Subdivision, and the Improvements required herein, and shall likewise extend to adjacent property owners asserting claims based upon the diversion of waters caused by the Subdivider’s related design or construction of public drainage systems, streets, and other public facilities or improvements. The City’s acceptance of the Improvements shall not constitute an assumption by the City of any responsibility or liability for any damage or alleged taking of property referenced herein. City shall not be responsible or liable for the design or construction of the Subdivision or the Improvements constructed or installed pursuant to the approved Improvement Plans or the Final Map, regardless of any act or omission by the City in approving the Improvement Plans or the Final Map, unless the particular Improvement design was required by the City over the written objection of the Subdivider, which objection stated that the Improvement design was potentially dangerous or defective and set forth an alternative design. This indemnification obligation shall survive the expiration or termination of this Agreement. Notwithstanding anything contained in this Section 7 to the contrary, Subdivider’s improvement security shall not be required to secure the Subdivider’s obligations under this Section 7 beyond the one-year guarantee and warranty period.

F. Subdivider agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Section 7 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Subdivider in the performance of this Agreement.

8. INSURANCE.

A. Prior to commencement of work on the Improvements, the Subdivider shall obtain, and shall, at its sole costs and expense, carry, maintain, and keep in full force and effect insurance of the types and in the amounts as set forth below:

i. Comprehensive General Liability Insurance in an amount not less than **One Million Dollars (\$1,000,000.00)** including bodily injury, property damage, products, completed operations and contractual liability coverage.

ii. Automobile Liability Insurance for vehicles used in connection with the performance of this Agreement with minimum limits of **One Million Dollars (\$1,000,000.00)** per occurrence.

iii. Statutory Workers' Compensation Insurance and Employer's Liability Insurance for any and all persons employed directly or indirectly by Subdivider. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than **One Million Dollars (\$1,000,000.00)** per accident.

iv. Professional Liability Insurance against errors and omissions in the performance of the work under this Agreement with coverage limits of not less than **One Million Dollars (\$1,000,000.00)**.

B. City and its officers, employees, agents, and volunteers shall be named as additional insureds with respect to each of the insurance policies required under this Agreement except for Statutory Workers' Compensation Insurance and Employer's Liability Insurance and Professional Liability Insurance. The coverage shall contain no special limitations on the scope of protection afforded to City or its officers, officials, employees, agents, or volunteers. An endorsement must state that coverage is primary insurance with respect to the City and its officers, officials, employees, agents and volunteers, and that no insurance or self-insurance maintained by the City shall be called upon to contribute to a loss under the coverage.

C. Subdivider shall require each of its subcontractors, if any, to maintain insurance coverage that meets all of the requirements of this Agreement.

D. The policy or policies required by this Agreement shall be issued by an insurer admitted in the State of California. The policy or policies for Comprehensive General Liability Insurance, Automobile Liability Insurance, Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be issued by an insurer with a rating of at least A:VII in the latest edition of Best's Insurance Guide.

E. Subdivider agrees that if it does not keep the insurance required by this Section 8 in full force and effect the City may declare Subdivider in default; or take out the necessary insurance and pay, at Subdivider's expense, the premium thereon.

F. Prior to commencement of the work on the Improvements, Subdivider shall maintain on file with City's Risk Manager a certificate or certificates of insurance showing that the insurance policies required by this Section 8 are in effect in the required amounts and naming the City as an additional insured. Subdivider shall, prior to commencement of work under this Agreement, file with City's Risk Manager such certificate(s).

G. Subdivider shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Such proof will be furnished at least two weeks prior to the expiration of the coverages.

H. All insurance policies required herein shall be written on an occurrence basis and shall name the City Indemnitees as additional insureds, with the exception of professional liability insurance, which shall be written on a claims-made basis. All of the policies required under this Agreement shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to City. Subdivider agrees to require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

I. Subdivider's insurance coverage shall be primary insurance and shall not be contributing with any insurance or self-insurance maintained by City, and the policies shall so provide. The insurance policies shall contain a waiver of subrogation for the benefit of the City.

J. Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of City, Subdivider shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Subdivider shall procure a bond guaranteeing payment of losses and expenses.

## 9. OWNERSHIP OF THE IMPROVEMENTS

A. Ownership of all or any category of the Improvements constructed and installed by the Subdivider pursuant to this Agreement and to be dedicated to the City pursuant to the Final Map shall, as applicable, vest in the City upon recordation of a Notice of Completion.

B. The Subdivider shall at all times prior to the acceptance of the Improvements by the City, give good and adequate warning to the public of each and every dangerous and defective condition caused by the construction of the Improvements of which Subdivider or its agents or employees have knowledge and shall take all steps reasonably necessary under the circumstances to protect the public from such dangerous or defective conditions, if any.

## 10. DEFAULT AND BREACH BY THE SUBDIVIDER AND REMEDIES

A. Upon the occurrence of any of the following events, the Subdivider shall be deemed to be in default under this Agreement:

1. Subject to any time extensions granted in accordance with Section 4, failure to commence construction and installation of the Improvements by the commencement date set forth above in the Subdivision Reference Data;

2. Failure to correct or cure any defect in the Improvements during the one-year guarantee and warranty period, as required by Section 3A or failure to commence correction or cure of any such defect or failure to diligently prosecute same to completion;

3. Subject to any time extensions granted in accordance with Section 4, failure to perform substantial construction work, after commencement of work on the Improvements, for a period of thirty (30) days after written notice thereof from the City;

4. Insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, whether voluntary or involuntary, and such is not cured or discharged within a period of sixty (60) days;

5. Commencement of a foreclosure action against the Subdivision or any portion thereof, or any conveyance by the Subdivider in lieu or in avoidance of foreclosure; or

6. Failure to perform any other obligations in accordance with the terms and provisions of this Agreement within thirty (30) days after written notice thereof from the City.

B. City reserves to itself all remedies available to it at law or in equity for any breach of Subdivider's obligations under this Agreement. City shall have the right, without limitation of other rights or remedies, to draw upon or utilize any improvement security furnished hereunder to mitigate City's damages in the event of Subdivider's default.

C. The City may serve written notice of any default upon the surety on any corporate surety bond furnished as improvement security hereunder, and request that said surety take over and complete the Improvements herein specified. If such surety, within fifteen (15) days after service of such notice of default, does not give the City written notice of its intention to perform this Agreement, or does not commence such performance within five (5) days after notice to the City of such intention to perform, the City may take over the work and prosecute the same to completion, by contract or by any other method the City deems advisable, for the account and at the expense of the Subdivider and its surety.

D. Subdivider acknowledges that the Estimated Total Costs and improvement security amounts set forth herein may not reflect the actual cost of construction or installation of the Improvements, and, consequently, City's damages for Subdivider's default shall be measured by the cost of completing the required Improvements. If the damages incurred by the City in taking over and completing the Improvements exceeds the principal amount of the improvement

security, then the Subdivider shall reimburse the City in the amount of such excess damages.

E. City may, without liability for so doing, take possession of, and utilize in completing the Improvements, such materials, appliances, plants and other property belonging to Subdivider as may be on the site of the work and necessary for the performance of the work. Subdivider hereby consents to entry by the City and its forces, including contractors, upon any real property in the Subdivision owned by Subdivider or by any assignee of this Agreement, in the event the City elects to maintain or complete the work on the Improvements following Subdivider's default.

F. The City's failure to take an enforcement action with respect to a default, or to declare a default or breach, shall not be construed as a waiver of that default or breach or any subsequent default or breach of the Subdivider.

G. If City sues to compel Subdivider's performance of this Agreement, or to recover from Subdivider or Subdivider's sureties damages or costs incurred in completing or maintaining the work on the Improvements, Subdivider agrees to pay all reasonable attorneys' fees and other costs and expenses of litigation incurred by the City in connection therewith, even if Subdivider subsequently resumes and completes the work.

#### 11. RELATIONSHIP OF THE PARTIES

Neither Subdivider, nor any of Subdivider's contractors, employees or agents, are or shall be deemed to be, agents of the City in connection with the performance of Subdivider's obligations under this Agreement.

#### 12. ASSIGNMENT

A. Subdivider shall not assign this Agreement without the prior written consent of the City which will not be unreasonably withheld or delayed. Any attempted or purported assignment in violation of this subparagraph shall be null and void and shall have no force or effect. In the event of such assignment, replacement bonds, in a form satisfactory to City, shall be provided to City.

B. The sale or other disposition of the Subdivision shall not relieve Subdivider of its obligations hereunder. If Subdivider intends to sell the Subdivision, or any portion thereof, to any other person or entity, the Subdivider may request a novation of this Agreement and a substitution of improvement security. Upon the City's approval of the novation and substitution of improvement security, which shall not be unreasonably withheld or delayed, the Subdivider may request a release or reduction of the improvement security furnished pursuant to this Agreement, which shall not be unreasonably denied.

#### 13. NOTICES

All notices required or provided for in this Agreement shall be in writing and delivered in person or by mail, postage prepaid, to the addresses set forth below, or such other address that either party may hereafter designate in writing to the other. Notice shall be effective on the date that it is delivered in person, or, if mailed, three (3) days after the date of deposit in the United States Mail.

If to the City:

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

**And:**

Olivarez Madruga Law Organization, LLP  
500 S. Grand Ave., 12<sup>th</sup> Floor  
Los Angeles, CA 90071  
Tel: (213) 744-0099

If to the Subdivider:

Lynn Wong  
VW3 LLC  
1108 S. California Street  
San Gabriel, CA 91776  
Email: wong\_lynn@yahoo.com  
Tel: (626) 377-1768

14. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement of the Parties with respect to its subject matter. All modifications, amendments, or waivers of any terms of this Agreement shall be in writing and signed by the duly authorized representatives of the Parties.

15. SEVERABILITY

The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect.

16. INCORPORATION OF SUBDIVISION REFERENCE DATA AND RECITALS

The Recitals and Exhibit A are incorporated into this Agreement.

17. GOVERNING LAW AND VENUE

This Agreement shall be governed and construed in accordance with the laws of the State of California without regard to principles of conflicts of laws. The venue for any litigation shall be Los Angeles County, California or in the United States District Court for Central District of California.

18. 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.

19. SIGNATURES

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. AUTHORITY

Each person executing this Agreement hereby represents and warrants (i) their authority to do so, and (ii) that such authority has been duly and validly conferred.

21. EFFECTIVE DATE OF THE AGREEMENT

This Agreement shall be and become effective as of the date that it is executed by a duly authorized officer or employee of the City, it being the intention of the Parties that the Subdivider shall first execute this Agreement and thereafter submit it to the City. The City shall insert the Effective Date in the Subdivision Reference Data in all counterparts of this Agreement and shall transmit a fully executed counterpart to the Subdivider.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

[Signature Page to Follow].

**City of La Puente (“City”)**

By: \_\_\_\_\_  
Bob Lindsey, City Manager

ATTEST:

\_\_\_\_\_  
Sheryl Garcia, City Clerk

Approved as to form:

By: \_\_\_\_\_  
Jesse Jauregui, City Attorney

**VW3 LLC (“Subdivider”)**

By: \_\_\_\_\_  
VW3 LLC

\_\_\_\_\_  
Name, Title

## **EXHIBIT A**

### **CATEGORIES OF IMPROVEMENTS**

**1. Sewer Improvements:** (a) 6" Sewer house laterals (75 LF)

Estimated Cost: \$7,500.00

**2. Off-Site Improvements:** (a) Driveway approach (1 EA)  
(b) Parkway drain (1 EA)  
(c) Construct curb & gutter (120 LF)  
(d) Construct new sidewalk along frontage (635 SF)

Estimated Cost: \$16,425.00

ESTIMATED COST FOR ALL IMPROVEMENTS: \$23,925.00

10% CONTINGENCY: \$2,392.50

TOTAL COST FOR ALL IMPROVEMENTS  
PLUS CONTINGENCY: \$26,317.50

PERFORMANCE BOND (100%): \$26,317.50

PAYMENT BOND (100%): \$26,317.50

WARRANTY BOND (25%): \$6,579.38

TOTAL IMPROVEMENT BOND AMOUNT: **\$59,214.38**



## City of La Puente AGENDA REPORT

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To: Mayor and City Council

For meeting of: October 25, 2022

From: Bob Lindsey, City Manager

SUBJECT: CONSIDERATION OF AMENDMENT NO. 2 TO THE PROFESSIONAL SERVICES AGREEMENT WITH SUPERIOR SECURITY SPECIALISTS, INC. DBA SUPERIOR ALARM SYSTEMS FOR SECURITY CAMERAS AND SPEAKER SYSTEM AT LA PUENTE PARK IN THE AMOUNT OF \$151,300.00

### BACKGROUND

At the City Council meeting of May 25, 2021, the City Council approved the use of funds from the American Rescue Plan Act of 2021. One of the items approved consists of the installation of security cameras and a speaker system at La Puente Park. This project will allow City staff to visually monitor activities at the Park from a central location and provide for the ability to verbally contact park patrons through the speaker system.

At the Council meeting of July 13, 2021, the City Council approved a professional services agreement with Superior Alarm Systems ("SAS") for security cameras and speaker system at La Puente Park in the amount of \$372,252.00.

At the City Council meeting of December 14, 2021, the City Council received notification that State Assemblymember Lisa Calderon was able to secure a Specified Grant from the California Department of Parks and Recreation for the security camera and speaker system at La Puente Park. Due to this grant, funding for this project was changed from American Rescue Plan to this Specified Grant.

At the City Council meeting of June 14, 2022, the City Council approved Amendment No. 1 to the Professional Services Agreement with Superior Alarm Systems to furnish and install six (6) new IP outdoor rated security cameras and associated cable and fiber runs at the La Puente Park, four (4) computers that will specifically used to monitor the park security cameras and speakers, and twenty-four (24) body worn cameras that will be worn by Community Service staff and Code Enforcement staff at La Puente Park.

### DISCUSSION

City staff are recommending that the City Council approve an additional amendment to the professional services agreement with SAS to furnish and install eleven (11) new IP outdoor rated security cameras and associated cable and fiber runs at the La Puente Park. Cameras will be located at both playgrounds (0-5 & 5-12) and the amphitheater area. All new cameras will be connected to the new Genetec camera system, with the correct assigned lifetime licensing, via the switch located in the Maintenance building installed by SAS.

Additionally, the amendment will also include the purchase and installation of two (2) monitor boxes that will house the digital menu and signage for the new La Puente Park snack bar. These boxes will provide a safe and secure housing for the two monitors.

Lastly, the amendment will include the purchase of a HID printer and the corresponding equipment that will be used to print access cards that will be issued to all employees to provide them access to all City facilities and prevent unauthorized access.

### FISCAL IMPACT

Funding for this amendment to the project is provided through the Specified Grants from the California Department of Parks and Recreation as well as the American Rescue Plan Fund. The quote provided by SAS totaled \$151,300. With a 10 percent (10%) amendment contingency of \$15,100.00, the total estimated cost would be \$166,400.

### RECOMMENDATION

It is recommended that the City Council: (1) approve Amendment No. 2 to the Agreement with Superior Security Specialists, Inc., dba Superior Alarm Systems in the amount of \$151,300.00; (2) and authorize the City Manager to execute the Amendment and approve change orders up to 10% of the original bid amount on behalf of the City.

### ATTACHMENTS

Attachment "A": Amendment No. 2 to the Professional Services Agreement

**AMENDMENT NO. 2  
TO THE PROFESSIONAL SERVICES AGREEMENT FOR  
PROFESSIONAL SECURITY INSTALLATION SERVICES BETWEEN THE CITY  
AND  
SUPERIOR SECURITY SPECIALISTS, INC. DBA SUPERIOR ALARM SYSTEMS**

This Amendment No. 2 to the Professional Services Agreement for Professional Security Installation Services ("Agreement"), is made and entered into this 25th day of October, 2022, ("Effective Date") by and between the City of La Puente, a California municipal corporation ("City"), and Superior Security Specialists, Inc. dba Superior Alarm Systems, a California Corporation, ("Contractor"). The City and Superior Security Specialists, Inc. dba Superior Alarm Systems are hereinafter collectively referred to as the "Parties."

**RECITALS**

**WHEREAS**, on July 29, 2021, the City and Contractor entered into the Agreement under which Contractor agreed to provide Professional Security Installation Services to the City; and

**WHEREAS**, on June 14, 2022, the City and Contractor entered into Amendment No. 1 to the Agreement under which Contractor agreed to add additional equipment to the existing equipment ; and

**WHEREAS**, the City wishes to add additional equipment to the existing equipment that was previously installed as part of the Agreement; and

**WHEREAS**, to allow Contractor to continue providing security installation services to the City, the City and Contractor desire to amend the scope of services of the Agreement, and increase the total compensation set forth in the Agreement; and

**WHEREAS**, for the reasons set forth herein, the Parties desire to enter into this Amendment No. 2 , and have agreed to amend Section 2 (Services) and Section 3 (Compensation) as set forth below.

**AMENDMENT**

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

Section 2, Services, is hereby amended to include additional service as described in Scope of Services attached hereto. All other provisions of Section 2 of the agreement remain in full force and effect.

The second sentence of Section 3, Compensation, is hereby amended to read in its entirety as follows:

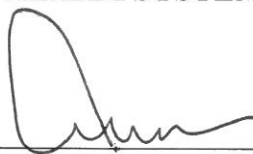
**Section 3. COMPENSATION** Contractor shall be paid an amount not to exceed One Hundred Fifty One Thousand and Three Hundred Dollars (\$151,300).

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 as of the Effective Date.

**CITY OF LA PUENTE**

**SUPERIOR ALARM SYSTEMS**

By: \_\_\_\_\_  
Bob Lindsey, City Manager

By:  \_\_\_\_\_  
Doug Leener

**Attest:**

By: \_\_\_\_\_  
Sheryl Garcia, City Clerk

**APPROVED AS TO FORM**

By: \_\_\_\_\_  
Victor Ponto, Esq., City Attorney

EXHIBIT A

SCOPE OF SERVICES

Parts and Installation of eleven (11) cameras for various locations at La Puente Park totaling  
\$130,000.00

Schedule of Equipment  
City of La Puente Park Exterior Rated TV Enclosures.  
SAS Revised Quote #13971-C-BB  
October 19, 2022

| Parts                                             | Cost              | Total              |
|---------------------------------------------------|-------------------|--------------------|
| 2 LCD Guardian Exterior TV box 37"-49" WRB2000440 | \$ 2,098.00       | \$ 4,196.00        |
| 2 Guardian TV Tilt Bracket WBB2000443             | \$ 350.00         | \$ 700.00          |
| 1 Lot of Misc Mounting hardware                   | \$ 250.00         | \$ 250.00          |
|                                                   | \$ -              | \$ -               |
| Total Equipment                                   |                   | \$ 5,146.00        |
| Tax 10%                                           |                   | \$ 514.60          |
| Labor                                             |                   | \$ 2,160.00        |
| Travel & Fuel Surcharge                           |                   | \$ 270.00          |
| See Page Two For Notes & Scope of Work            | <b>Total Cost</b> | <b>\$ 8,090.60</b> |

Schedule of Equipment  
City of La Puente City Hall / City Park Badging System Addition  
SAS Quote #13979-C-BB  
10/19/2022

| Parts                                                   | Cost              | Total               |
|---------------------------------------------------------|-------------------|---------------------|
| 1 HID Fargo printer HDP 5000 Dual Sided with Lamination | \$ 7,461.00       | \$ 7,461.00         |
| 2 HID Printer Ribbons 084052                            | \$ 222.00         | \$ 444.00           |
| 1 HID Transfer Film 084053                              | \$ 131.00         | \$ 131.00           |
| 1 HID Cleaning Kit 089200                               | \$ 60.00          | \$ 60.00            |
| 500 HID Printable Access Cards with Micro-Chip 37-Bit   | \$ 5.00           | \$ 2,500.00         |
| 1000 Plain PVC Printable card No Micro-Chip             | \$ 0.15           | \$ 150.00           |
| Total Equipment                                         |                   | \$ 10,746.00        |
| Tax 10%                                                 |                   | \$ 1,074.60         |
| Labor                                                   |                   | \$ 1,320.00         |
| See Page Two For Notes & Scope of Work                  | <b>Total Cost</b> | <b>\$ 13,140.60</b> |



# City of La Puente

## AGENDA REPORT

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To: Mayor and City Council For meeting of: October 25, 2022

From: Bob Lindsey, City Manager

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

SUBJECT: PRESENTATION OF SEPTEMBER 2022 BUDGET REPORT

### BACKGROUND

The City Council adopted the Fiscal Year 2022-2023 Budget and Capital Improvement Program on May 16, 2022. The attached report examines fiscal activity taking place during the month of September 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 September 2022, twenty-five (25) percent of the fiscal year has elapsed.

### **REVENUES**

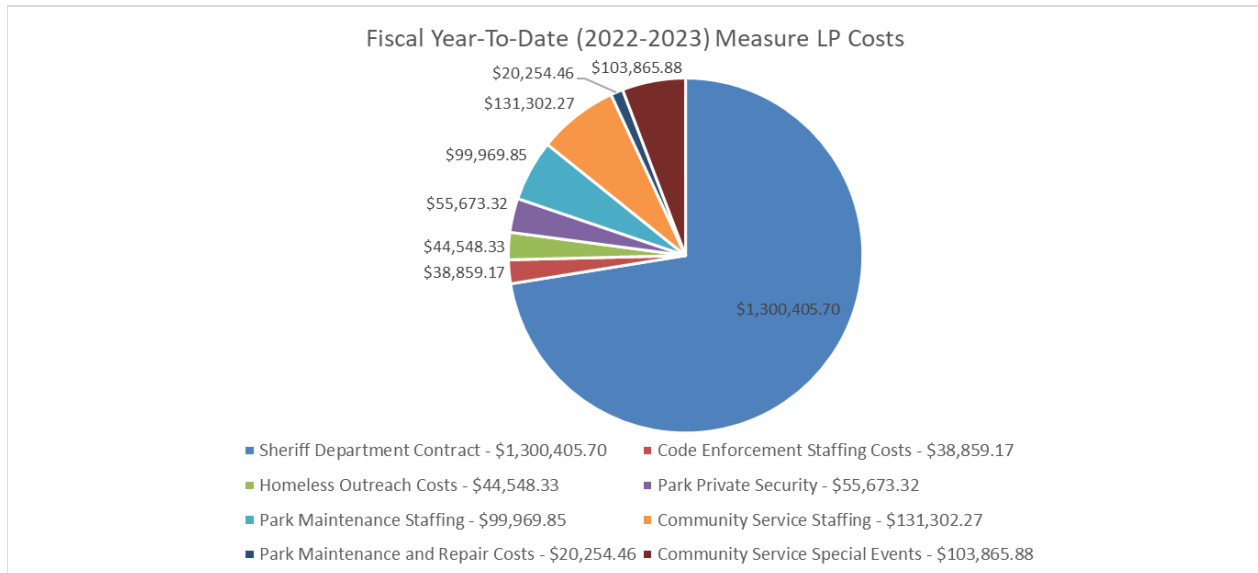
The City received its first remittance of *Sales and Use Tax* and *Measure LP* transactions tax for the fiscal year, in the amounts of \$308,707 and \$307,430, respectively. This corresponds to about eight (8) percent of budget. Several General Fund revenue accounts are currently outpacing their budget expectations. Strong activity within *Building & Safety Permits*, at 56%, is being driven by permit fees for a new residential development within the city limits. *Recreation Programs* and *Passport Program* display results of 54% and 56% of budgeted revenues, respectively, owing largely to the popularity of the program and the service provided by staff at the La Puente Community Center.

### **EXPENDITURES**

Across all funds, expenditures fiscal year-to-date represent 14.6% of budget, in comparison to 13.1% at this time last year. The figures for the General Fund are 13.2% and 12.0%, respectively.

The City continues to expend revenues from the Measure LP transactions tax exclusively on public safety, street and sidewalk repairs, and community services, as was the intent of the enacting legislation. Fiscal year-to-date, the City has expended approximately \$1,794,900 in

Measure LP funds. The following chart provides a graphic depiction of how these funds have been utilized to provide critical resources throughout the community.



## AWARDS & RECOGNITION

Annually, the California Office of the State Auditor prepares a ranking of all city governments in the state by order of their fiscal health. Criteria evaluated in the measurement process include cash reserves, revenue trends, debt levels, and pension and other post-employment benefit (OPEB) liabilities. The rankings for the most recent fiscal year were released immediately prior to the publication of this report. The City of La Puente was ranked 337 out of 430 cities statewide, sorted from worst (1) to best (430). This places La Puente in the top 21% of all agencies in the state in terms of its overall fiscal condition. Further, the City received a perfect 100% score in the following specific categories:

- General fund reserves (30 out of 30 points)
- Liquidity (10 out of 10 points)
- Pension funding (5 out of 5 points)
- Other Post-Employment Benefit (OPEB) obligations (10 out of 10 points).

## RECOMMENDATION

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

## ATTACHMENTS

Attachment “A”: Monthly Budget Report – September 2022

**CITY OF LA PUENTE**  
**Monthly Budget Report - September 2022**  
**Statement of Revenues**  
**25.00 % of the Fiscal Year Complete**

|                                                  | FY 2022-2023<br>BUDGET | FY 2022-2023<br>YTD ACTUAL | %            | FY 2021-2022<br>BUDGET | FY 2021-2022<br>YTD ACTUAL | %            |
|--------------------------------------------------|------------------------|----------------------------|--------------|------------------------|----------------------------|--------------|
| <b>GENERAL FUND</b>                              |                        |                            |              |                        |                            |              |
| Property Tax                                     | 7,299,700              | 39,346                     | 0.5%         | 6,865,300              | 37,522                     | 0.5%         |
| Sales Tax                                        | 3,742,000              | 308,707                    | 8.2%         | 3,538,700              | 320,158                    | 9.0%         |
| Sales Tax - Measure LP                           | 3,586,000              | 307,430                    | 8.6%         | 3,013,000              | 289,700                    | 9.6%         |
| Other Taxes and Assessments                      | 1,568,300              | 39,166                     | 2.5%         | 1,483,600              | 49,031                     | 3.3%         |
| Licenses and Permits                             | 530,400                | 239,787                    | 45.2%        | 537,400                | 169,361                    | 31.5%        |
| Fines and Forfeitures                            | 307,500                | 55,615                     | 18.1%        | 272,500                | 55,657                     | 20.4%        |
| Use of Money                                     | 200,000                | 13,677                     | 6.8%         | 190,000                | 19,647                     | 10.3%        |
| Intergovernmental                                | 300,000                | 7,625                      | 2.5%         | 546,000                | 123,822                    | 22.7%        |
| Charges for Services                             | 622,900                | 218,857                    | 35.1%        | 646,700                | 158,850                    | 24.6%        |
| Other                                            | 637,700                | 13,584                     | 2.1%         | 437,100                | -                          | 0.0%         |
| <b>TOTAL GENERAL FUND</b>                        | <b>18,794,500</b>      | <b>1,243,796</b>           | <b>6.6%</b>  | <b>17,530,300</b>      | <b>1,223,748</b>           | <b>7.0%</b>  |
| <b>SPECIAL REVENUE FUNDS</b>                     |                        |                            |              |                        |                            |              |
| Gas Tax                                          | 1,162,900              | 179,899                    | 15.5%        | 1,059,700              | 275,262                    | 26.0%        |
| RMRA (SB1)                                       | 916,800                | 69,563                     | 7.6%         | 800,300                | 68,029                     | 8.5%         |
| Measure M                                        | 692,500                | 189,433                    | 27.4%        | 580,600                | 178,600                    | 30.8%        |
| Measure R                                        | 611,400                | 167,276                    | 27.4%        | 512,700                | 157,916                    | 30.8%        |
| Prop A Fund                                      | 1,033,500              | 276,398                    | 26.7%        | 927,100                | 260,399                    | 28.1%        |
| Prop C Fund                                      | 819,200                | 223,088                    | 27.2%        | 687,500                | 210,712                    | 30.6%        |
| AQMD                                             | 77,000                 | 13,185                     | 17.1%        | 77,000                 | -                          | 0.0%         |
| Miscellaneous Grants                             | 5,046,600              | -                          | 0.0%         | 228,000                | -                          | 0.0%         |
| Lighting & Landscape Maintenance District        | 920,300                | 21,710                     | 2.4%         | 878,400                | 20,857                     | 2.4%         |
| CDBG                                             | 446,200                | 17,146                     | 3.8%         | 477,600                | 82,145                     | 17.2%        |
| PEG Access                                       | 35,600                 | -                          | 0.0%         | 35,600                 | -                          | 0.0%         |
| Supplemental Law Enforcement Fund                | 160,000                | -                          | 0.0%         | 140,000                | -                          | 0.0%         |
| American Rescue Plan Act Fund                    | 4,738,200              | 4,738,200                  | 0.0%         | 4,738,255              | 4,738,255                  | 0.0%         |
| Other Special Revenue                            | 1,257,400              | 11,547                     | 0.9%         | 1,716,800              | -                          | 0.0%         |
| <b>TOTAL SPECIAL REVENUE FUNDS</b>               | <b>17,917,600</b>      | <b>5,907,445</b>           | <b>33.0%</b> | <b>12,859,555</b>      | <b>5,992,175</b>           | <b>46.6%</b> |
| <b>CAPITAL PROJECTS &amp; DEBT SERVICE FUNDS</b> |                        |                            |              |                        |                            |              |
| Citywide Debt Service                            | 743,800                | -                          | 100.0%       | 627,800                | -                          | 0.0%         |
| 2019A Debt Service                               | 262,800                | -                          | 0.0%         | 263,600                | -                          | 0.0%         |
| 2018B Debt Service                               | 235,400                | -                          | 0.0%         | 230,400                | -                          | 0.0%         |
| Capital Projects                                 | 53,300                 | -                          | 0.0%         | 53,500                 | -                          | 0.0%         |
| Series 2019A Capital Project                     | -                      | -                          | 0.0%         | -                      | -                          | 0.0%         |
| Series 2019 B Capital Project                    | -                      | -                          | 0.0%         | -                      | -                          | 0.0%         |
| <b>TOTAL CAP. PROJ. &amp; DEBT SERVICE FUNDS</b> | <b>1,295,300</b>       | <b>-</b>                   | <b>0%</b>    | <b>1,175,300</b>       | <b>-</b>                   | <b>0.0%</b>  |
| <b>SUCCESSOR AGENCY</b>                          |                        |                            |              |                        |                            |              |
| Successor Agency to the LPCDC                    | 677,300                | 2                          | 0.0%         | 601,000                | 2                          | 0.0%         |
| <b>PROPRIETARY FUNDS</b>                         |                        |                            |              |                        |                            |              |
| Sewer Construction/Maintenance Fund              | 1,461,000              | -                          | 0.0%         | 1,375,000              | -                          | 0.0%         |
| Equipment Replacement Fund                       | 188,000                | -                          | 0.0%         | 161,000                | 45,195                     | 28.1%        |
| Vehicle Maintenance & Replacement Fund           | 420,000                | 3,300                      | 0.8%         | 188,200                | 47,000                     | 25.0%        |
| <b>TOTAL REVENUES</b>                            | <b>40,753,700</b>      | <b>7,154,542</b>           | <b>17.6%</b> | <b>33,890,355</b>      | <b>7,308,120</b>           | <b>21.6%</b> |

**CITY OF LA PUENTE**  
**Monthly Budget Report - September 2022**  
**Statement of Operating Expenditures**  
**25.00 % of the Fiscal Year Complete**

|                                                  | <b>FY 2022-2023<br/>BUDGET</b> | <b>FY 2022-2023<br/>YTD ACTUAL</b> | <b>%</b>     | <b>FY 2021-2022<br/>BUDGET</b> | <b>FY 2021-2022<br/>YTD ACTUAL</b> | <b>%</b>     |
|--------------------------------------------------|--------------------------------|------------------------------------|--------------|--------------------------------|------------------------------------|--------------|
| <b>GENERAL FUND</b>                              |                                |                                    |              |                                |                                    |              |
| General Government                               | 1,699,000                      | 280,187                            | 16.5%        | 1,422,800                      | 371,290                            | 26.1%        |
| Administrative Services                          | 1,580,900                      | 641,217                            | 40.6%        | 1,586,400                      | 545,809                            | 34.4%        |
| General Services                                 | 249,800                        | 31,204                             | 12.5%        | 247,300                        | 32,848                             | 13.3%        |
| Public Safety                                    | 10,278,100                     | 376,734                            | 3.7%         | 9,973,000                      | 273,225                            | 2.7%         |
| Development Services                             | 2,219,000                      | 628,182                            | 28.3%        | 1,895,000                      | 449,705                            | 23.7%        |
| Community Services                               | 1,943,400                      | 517,431                            | 26.6%        | 1,772,900                      | 444,564                            | 25.1%        |
| Transfers                                        | 824,300                        | -                                  | 0.0%         | 692,900                        | -                                  | 0.0%         |
| <b>TOTAL GENERAL FUND</b>                        | <b>18,794,500</b>              | <b>2,474,956</b>                   | <b>13.2%</b> | <b>17,590,300</b>              | <b>2,117,441</b>                   | <b>12.0%</b> |
| <b>SPECIAL REVENUE FUNDS</b>                     |                                |                                    |              |                                |                                    |              |
| Gas Tax                                          | 1,158,400                      | 186,895                            | 16.1%        | 1,023,200                      | 138,589                            | 13.5%        |
| RMRA/SB1                                         | 25,400                         | 5,317                              | 20.9%        | 23,100                         | 5,132                              | 22.2%        |
| Measure M                                        | 486,500                        | 43,693                             | 9.0%         | 472,200                        | 43,658                             | 9.2%         |
| Measure R                                        | 509,700                        | 40,496                             | 7.9%         | 489,800                        | 51,182                             | 10.4%        |
| Prop A                                           | 1,362,500                      | 199,543                            | 14.6%        | 896,800                        | 152,340                            | 17.0%        |
| Prop C                                           | 77,500                         | 15,190                             | 19.6%        | 68,700                         | 21,410                             | 31.2%        |
| AQMD                                             | 151,700                        | -                                  | 0.0%         | 121,100                        | -                                  | 0.0%         |
| Lighting & Landscape Maintenance District        | 942,700                        | 181,754                            | 19.3%        | 928,200                        | 201,085                            | 21.7%        |
| CDBG                                             | 445,600                        | 50,256                             | 11.3%        | 477,600                        | 125,591                            | 26.3%        |
| CDBG CARES Fund                                  | -                              | -                                  | 0.0%         | -                              | -                                  | 0.0%         |
| State CARES Act Fund                             | -                              | -                                  | 0.0%         | -                              | 4,945                              | 0.0%         |
| Supplemental Law Enforcement Fund                | 160,000                        | -                                  | 0.0%         | 140,000                        | -                                  | 0.0%         |
| PEG Access                                       | 28,000                         | -                                  | 0.0%         | 92,500                         | 9,808                              | 10.6%        |
| American Rescue Plan Act Fund                    | 3,900,700                      | 416,937                            | 10.7%        | 3,413,200                      | 218,292                            | 0.0%         |
| Other Special Revenue                            | 286,200                        | 6,907                              | 2.4%         | 333,200                        | 1,410                              | 0.4%         |
| <b>TOTAL SPECIAL REVENUE FUNDS</b>               | <b>9,534,900</b>               | <b>1,146,988</b>                   | <b>12.0%</b> | <b>8,479,600</b>               | <b>973,442</b>                     | <b>11.5%</b> |
| <b>CAPITAL PROJECTS &amp; DEBT SERVICE FUNDS</b> |                                |                                    |              |                                |                                    |              |
| Citywide Debt Service Fund                       | 743,800                        | 582,079                            | 78.3%        | 642,100                        | 503,568                            | 0.0%         |
| Capital Projects                                 | 53,500                         | -                                  | 0.0%         | 53,500                         | -                                  | 0.0%         |
| Series 2019A Debt Service                        | 262,800                        | -                                  | 0.0%         | 263,600                        | -                                  | 0.0%         |
| Series 2019 B Debt Service                       | 235,400                        | -                                  | 0.0%         | 230,400                        | -                                  | 0.0%         |
| <b>TOTAL CAP. PROJ. &amp; DEBT SERVICE FUNDS</b> | <b>1,295,500</b>               | <b>582,079</b>                     | <b>44.9%</b> | <b>1,189,600</b>               | <b>503,568</b>                     | <b>42.3%</b> |
| <b>SUCCESSOR AGENCY</b>                          |                                |                                    |              |                                |                                    |              |
| Successor Agency to the LPCDC                    | 1,066,400                      | 414,800                            | 38.9%        | 1,004,800                      | 336,874                            | 33.5%        |
| <b>PROPRIETARY FUNDS</b>                         |                                |                                    |              |                                |                                    |              |
| Sewer Construction/Maintenance Fund              | 1,369,300                      | -                                  | 0.0%         | 1,623,400                      | 5,860                              | 0.4%         |
| Equipment Replacement Fund                       | 187,000                        | 45,531                             | 24.3%        | 161,000                        | 19,089                             | 11.9%        |
| Vehicle Maintenance & Replacement Fund           | 420,000                        | 112,123                            | 26.7%        | 352,200                        | 30,228                             | 8.6%         |
| <b>TOTAL OPERATING EXPENDITURES</b>              | <b>32,667,600</b>              | <b>4,776,477</b>                   | <b>14.6%</b> | <b>30,400,900</b>              | <b>3,986,502</b>                   | <b>13.1%</b> |



# City of La Puente AGENDA REPORT

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To: Mayor and City Council

For meeting of: October 25, 2022

SUBJECT: DISCUSSION REGARDING THE POTENTIAL MISUSE OF THE CITY'S SEAL AND LOGO BY MAYOR KLINAKIS AND MAYOR PRO TEM MUNOZ (COUNCIL MEMBER ARGUDO)

## BACKGROUND/DISCUSSION

Council Member Argudo has requested this discussion. Staff have attached the City's current policies for City Council's reference (Attachments "A" and "B"). Council Member Argudo has requested the emails included as Attachment "C".

## FISCAL IMPACT

None.

## RECOMMENDATION

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

## ATTACHMENTS

Attachment "A": Resolution No. 21-5622  
Attachment "B": Ordinance No. 21-973  
Attachment "C": Emails

**RESOLUTION NO. 21-5622**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY  
OF LA PUENTE, CALIFORNIA ADOPTING THE USE OF  
CITY SEAL AND LOGO POLICY**

**WHEREAS**, the City of La Puente seal and logo are the property of the City and shall be used for official purposes only, or as authorized by the City Manager or designee; and

**WHEREAS**, City Staff has drafted a new Use of City Seal and Logo Policy that provides procedures regarding the use of the official seal and logo; and

**WHEREAS**, the proposed policy accurately reflects requirements and forms that need to be completed in order to use; and

**WHEREAS**, adoption of the proposed policy will help maintain control of the use of the City seal and logo.

**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.

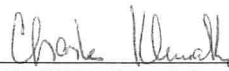
SECTION 2. The City Council does hereby approve and adopt Administrative Policy #67, City Seal and Logo Policy, which is attached hereto as Exhibit A.

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 11<sup>th</sup> day of May 2021, by the following vote:

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

  
\_\_\_\_\_  
Charlie Klinakis, Mayor

ATTEST: 

\_\_\_\_\_  
Sheryl Garcia, City Clerk

**CITY OF LA PUENTE  
ADMINISTRATIVE POLICY**

|                           |                                                      |
|---------------------------|------------------------------------------------------|
| <b>POLICY #:</b> 067      | <b>SUBJECT: USE OF CITY SEAL AND<br/>LOGO POLICY</b> |
| <b>ISSUED:</b> 05/11/21   |                                                      |
| <b>EFFECTIVE:</b>         |                                                      |
| <b>CANCELLATION DATE:</b> |                                                      |
| <b>SUPERSEDES:</b>        |                                                      |

**PURPOSE**

To establish a policy and procedures regarding the use of the City of La Puente's official seal and logo. The seal and logo are considered symbols of the authority and jurisdiction of the City and, as such, are valuable assets of the City and its citizens. This policy desires to ensure that only appropriate uses are made of the City's seal and logo. (See Exhibit A)

**POLICY**

The City of La Puente seal and logo are the property of the City, used for the purpose of certifying official records and to identify City programs, initiatives, partnerships and sponsorships.

The City seal and logo shall be used for official purposes only, or as authorized by the City Manager or designee.

No person shall use a symbol that imitates the City seal or logo, or that may be mistaken therefore, that is designed, intended or likely to confuse, deceive or mislead the public, for private or commercial purposes, or for any purpose other than for the official business of the City, without written authorization from the City Manager or designee.

No person shall use the City seal or logo for purposes of supporting or opposing the nomination or election to any City or other public office of himself or herself or any other person, or for purposes of supporting or opposing any ballot measure, nor include such City seal or logo on any writing distributed for purposes of influencing the action of the electorate or any part thereof, in any election.

The City seal or logo may be used on City buildings, elected official pins, City business cards, City letterhead, resolutions, awards and other formal places.

Use of the official City seal or logo may be used in general connection with official City of La Puente brochures, publications, insignias, postings, website, painting, pamphlets and City of La Puente promotional materials. It will also be used on vehicles, equipment and fixtures such as signage.

If used by an outside organization upon the approved, written consent of the City Manager or designee, the seal or logo must remain in its entirety with no alterations. Elements may not be isolated and/or used alone or in combination with any other art. Specific sections may not be highlighted with other colors. Resolution must be clear when enlarged or reduced for reproduction.

All non-City usage, including non-profit usage, requires City authorization.

On occasion, the City will authorize the usage of the City seal or logo for signature events or other promotional measures that benefit the community. Any such approval should be considered for the specific event, time and use so approved. Prior approval of a use shall not constitute approval for any future or recurring use.

## **PROCEDURES**

Any organization wishing to use the official seal or logo shall make an application for such use to the City Manager's office on the application form approved or amended by the City Council, a copy of which is attached for reference.

The City Manager or designee shall review such applications and determine whether the applicants should be approved or denied.

### **Denials**

- a. In the case of a denial, an organization may make a written appeal of the City Manager's decision with fourteen (14) days of the City Manager's decision to the City Council. Appeals shall be made in writing and submitted to the City Clerk's office.
- b. The appeal shall be placed on the next available City Council agenda.
- c. The City Council may affirm the City Manager's decision or direct the City Manager to allow the usage of the seal or logo. The decision of the City Council shall be final.

## **RESPONSIBILITY FOR ENFORCEMENT**

The City Manager or designee has responsibility for the enforcement of this policy.

## **VIOLATION OF POLICY**

Upon discovery of an unauthorized use, the City may issue a notice of violation. Upon issuance of a notice of violation, any person engaged in an unauthorized use shall cease use and destroy any documents, files, or images containing the unauthorized use within forty-eight (48) hours. Failure to comply with the City's demand shall result in an administrative citation

pursuant to Chapter 1.12.060 of the La Puente Municipal Code. Multiple copies or publications involving a single instance of an unauthorized use shall be deemed a single offense. The City's remedies under this section are not exhaustive and the City may seek any relief available by law.

## **OFFICIAL SEAL**

The official City seal of La Puente is depicted below.



## **OFFICIAL LOGO**

The official City logo of La Puente is depicted below.





## CITY OF LA PUENTE

### Application for Use of City Seal or Logo

The City of La Puente's logo and seal are the sole property of the City, and thus shall only be used upon the expressed written consent of the City Manager or designee under the authority granted by the City Council in accordance with the Administrative Policy. Prior approval of use shall not constitute approval for any future or recurring use. Any applicant may make a written appeal of the City Manager's decision to City Council within fourteen (14) days of the City Manager's decision by submitting a written protest to the City Clerk's office.

|                                                        |        |      |
|--------------------------------------------------------|--------|------|
| Name of Organization Requesting Use<br>(Please Print): |        |      |
| Organization Contact:                                  |        |      |
| Address:                                               |        |      |
| City:                                                  | State: | Zip: |
| Phone:                                                 |        |      |

1. Is the organization requesting use of the City logo or seal a recognized non-profit organization?  
☐ Yes, it is a non-profit entity.  
(Please attach evidence of non-profit status)  
☐ No, it is a for-profit entity.

2. Please explain what event or advertising material the City logo or seal will be used for:

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3. When will your organization use the City logo or seal?

Starting Date: \_\_\_\_\_

Ending Date: \_\_\_\_\_

4. Where will your organization use the City logo or seal?

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5. Will any promotional materials or item using the City logo or seal be sold?

☐ Yes

☐ No

Signature of Organization Representative: \_\_\_\_\_

Printed Name of Representative: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

A completed application including examples of documentation or promotional items for use of the City logo or seal should be submitted to:

City Manager's Office  
City of La Puente  
15900 Main St.  
La Puente, CA 91744

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**For Internal Use ONLY**

Date Received: \_\_\_\_\_ by: \_\_\_\_\_

☐ Approved by: \_\_\_\_\_

☐ Denied by:

\_\_\_\_\_

Reason for denial:

\_\_\_\_\_

**ORDINANCE NO. 21-973**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, ADOPTING A NEW CHAPTER 2.36 OF THE LA PUENTE MUNICIPAL CODE ESTABLISHING REGULATIONS FOR THE USE OF THE OFFICIAL CITY SEAL AND CITY LOGO**

**WHEREAS**, the City of La Puente was incorporated on August 1, 1956, and regulations identifying the proper use and permissions for the official City seal and City logo have not been established and codified; and

**WHEREAS**, the City Council seeks to ensure that the official City seal and City logo are used for appropriate circumstances only, and that unauthorized, deceptive, or fraudulent use, which may be harmful to the public, safety, and welfare, be made unlawful.

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

Section 1. Findings.

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

Section 2. La Puente Municipal Code Amendment.

A new Chapter 2.36 of Title 2 of the La Puente Municipal Code is hereby amended to read in its entirety as follows:

Chapter 2.36 Official City Seal and City Logo

2.36.010 Purpose

The city seal and the city logo are the property of the City of La Puente. The seal is used for purposes of certifying official records and instruments of the City of La Puente. The logo is a graphic symbol used to identify city programs, initiatives, partnerships and sponsorships.

2.36.020 Official City Seal and City Logo Use Policy

The city council has approved the use of city seal and logo policy. The city manager is authorized to implement and administer said policy for use of the city logo, including without limitation use in multi communication mediums by authorized outside entities. Any person granted consent to use the city logo shall fully comply with such policies and guidelines.

2.36.020 Use of official City seal and City logo.

(a) The City Clerk has charge of the official City seal and City logo and will affix the official City seal to all certificates and documents as may be required by law or by this Code.

(b) All other uses of the official City seal and City logo are restricted to official City business and such other appropriate uses that further the operations of the City as may be authorized in writing by the City Clerk, or as otherwise specifically permitted in this Code.

(c) No person may make or use the official City seal and City logo, or any cut, facsimile, or reproduction thereof of any of them, or to make or use of any seal and logo, or any design which is an imitation, in the design of, or which may be mistaken for the official City seal and City logo or the design of the official City seal and logo without the written authorization of the City Manager or the City Manager's designee.

(d) City officers, City employees, members of the City Council, and members of City boards and commissions may use stationery, printed materials and other articles with the official City seal and City logo, or facsimile of the official City seal and City logo, while acting within the scope of their office or employment.

(e) No person, including any elected officer of the City, may use the official City seal and City logo, or facsimile of the official City seal and City logo, in any correspondence or other printed materials distributed in favor of or against any ballot measure or in favor of or against any candidate for public office.

(f) It shall be unlawful for any person to make or use the official City seal and City logo of the City of La Puente deceptively, fraudulently, or without express written permission from the City of La Puente.

(g) Unauthorized use of the official City seal, City logo, or City flag is declared a public nuisance and the City can abate or enjoin such use pursuant to this Code. Upon issuance of a notice of violation, any person engaged in an unauthorized use shall cease use and destroy any documents, files, or images containing the unauthorized use within forty-eight (48) hours. Failure to comply with the City's demand shall result in an administrative citation pursuant to Chapter 1.12.060 of the La Puente Municipal Code. Multiple copies or publications involving a single instance of an unauthorized use shall be deemed a single offense. The City's remedies under this section are not exhaustive and the City may seek any relief available by law.

(h) From time to time, the Mayor or an individual City Council member may wish to incorporate the official City seal, City logo, or City flag into a pin, insignia, or other article for use in ceremonial occasions or for other civic purposes but not for sale or commercial purposes. Each such proposed design must be submitted to the City Manager for approval, and the production of such items after approval shall be at the sole expense of the creator of the design. The decision of the City Manager may be appealed within fourteen (14) days by a City Council member. Ownership of the design shall be retained by the City.

Section 3. CEQA Findings.

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

Section 4. Clerical Errors.

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

Section 5. Severability.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance, including the application of such part or provision to other persons or circumstances shall not be affected thereby and shall continue in full force and effect. To this end, provisions of this ordinance are severable. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses, or phrases be held unconstitutional, invalid, or unenforceable.

Section 6. Effective Date.

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

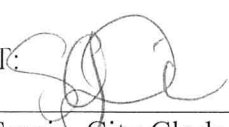
Section 7. Publication.

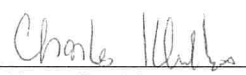
The City Clerk shall certify to the passage and adoption of this Ordinance and shall cause the same to be published according to law.

**PASSED, APPROVED AND ADOPTED** this 25<sup>th</sup> day of May, 2021, by the following vote:

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

ATTEST:

  
\_\_\_\_\_  
Sheryl Garcia, City Clerk

  
\_\_\_\_\_  
Charlie Klinakis, Mayor

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**From:** Jesus Romo [Redacted] Privacy Information  
**Sent:** Monday, September 26, 2022 7:10 PM  
**To:** Jesse Jauregui <[jjjauregui@omlowlaw.com](mailto:jjjauregui@omlowlaw.com)>  
**Cc:** [piu@doj.ca.gov](mailto:piu@doj.ca.gov)  
**Subject:** City of La Puente cease and desist to Candidate

Jesse,

I am writing to you to let you know that there appears to be a campaign violation involving one of the candidates for city council, Charlie Klinakis.

Charlie Klinakis sent a campaign mailer using the city of La Puente logo (see attached). The campaign mailer was sent to residents of the city of La Puente before the upcoming election and in anticipation of the vote by mail ballots being released to the public.

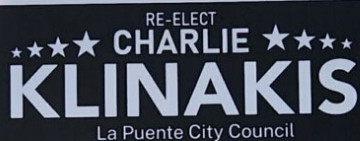
As the City Attorney it is your responsibility to ensure compliance with the proper campaign procedures and the use of the logo insinuates approval by the City endorsing his campaign. This is an egregious violation that disadvantages the remaining candidates and has now been mailed. The damage has been done to all of the remaining candidates.

In a similar incident that occurred in November 2019, the City Attorney for the city of Glendale sent a cease and desist letter to a candidate for city council Greg Astorian who also used a logo for the city on a campaign mailer that was sent. There, the City Attorney took the appropriate action.

<https://www.latimes.com/socal/glendale-news-press/news/story/2019-11-08/greg-astorian-sent-cease-desist-over-mailer>

Please let us know what steps you'll be taking. We demand immediate injunctive relief considering this violation.

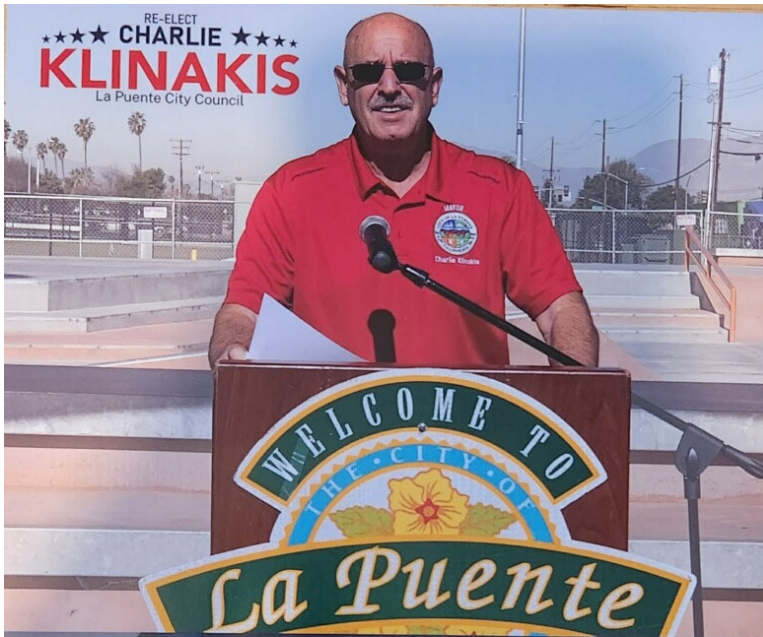
-Quemetco Watch

[illegible]

**LUCHANDO POR NUESTROS RESIDENTES,  
NUESTROS NEGOCIOS NUESTRO ORGULLO!**

Paid for by: Klinakis for La Puente City Council 2022  
FPPC #1443365

RE-ELECT  
★★★★ CHARLIE ★★★★★  
**KLINAKIS**  
La Puente City Council



WELCOME TO  
THE CITY OF  
*La Puente*

- ✓ LEADERSHIP YOU CAN DEPEND ON!
- ✓ FOCUSED ON THE COMMUNITY!
- ✓ STRENGTHEN PUBLIC SAFETY!

---

**From:** Jesus Romo [Redacted] Privacy Information  
**Sent:** Tuesday, October 11, 2022 2:07 PM  
**To:** Jesse Jauregui <[jjjauregui@omlolaw.com](mailto:jjjauregui@omlolaw.com)>  
**Cc:** [piu@doj.ca.gov](mailto:piu@doj.ca.gov)  
**Subject:** Re: Allegation regarding campaign violation in use of City Logo - City of La Puente

Mr, Jauregui,

Can you please clarify what appropriate action you have taken? Is this a sanction, fine or some other action? You do realize that the harm has been done, but what remedy to the other candidates have you provided. A public apology by the candidate acknowledging that he erred, something along those lines? What about the harm to the other candidates, the unfair advantage this had given the candidate in question, and perhaps, the more egregious violation, which is the ongoing use of the social media instagram for the City of La Puente for campaign purposes to boost and promote Mr. Klinakis and Valerie Munoz. Has any specific action been taken to sanction the candidates for this misuse of city finances for campaign purposes. Has the FPPC been contacted by your office?

The department of justice for the state of California has been CC'd to create an appropriate record and to verify any inaction on your part.

Please advise.

Best,  
Jesus

On Thu, Sep 29, 2022 at 5:06 PM Jesse Jauregui <[jjjauregui@omlolaw.com](mailto:jjjauregui@omlolaw.com)> wrote:

Dear Mr. Ramos,

Thank you for your email (9/27). This office provides legal services to the City of La Puente however we do not provide campaign or electioneering services to any candidate running for office, incumbent or non-incumbent.

We have reviewed your allegation of misuse of the City's logo. We have taken appropriate action and consider the matter resolved.

Sincerely,

Jesse M. Jauregui  
**Of Counsel**  
[jjjauregui@omlolaw.com](mailto:jjjauregui@omlolaw.com)

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