

CITY OF LA PUENTE
PUBLIC PARTICIPATION IN CITY COUNCIL MEETINGS

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

How to Listen Live to the Meeting

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

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

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

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

How to Submit Public Comment

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

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

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

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

Cómo escuchar la reunión en vivo

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

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

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

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

Cómo enviar comentarios públicos

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

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

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



**REGULAR MEETING OF
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
COUNCIL CHAMBERS**

15900 EAST MAIN STREET, LA PUENTE

JANUARY 10, 2023

6:00 P.M. CLOSED SESSION

7:00 P.M. REGULAR SESSION

6:00 P.M. CLOSED SESSION

CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

ORAL COMMUNICATIONS

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

RECESS INTO CLOSED SESSION

CLOSED SESSION

1. THE CITY COUNCIL WILL RECESS TO CLOSED SESSION PURSUANT TO GOVERNMENT CODE SECTIONS 54954.5(b) & 54956.8, CONFERENCE WITH REAL PROPERTY NEGOTIATORS:
Property: APN 8247-032-023; Vacant Lot – Valley Boulevard and Old Valley Boulevard
City Negotiators: Bob Lindsey, City Manager and John Di Mario, Director of Development Services
Negotiating Party: TCH GROUP LA PUENTE LLC; Diana Cheng, Broker
Under Negotiation: Price and Terms of Payment

RECONVENE TO OPEN SESSION

REPORT OUT OF CLOSED SESSION

ADJOURNMENT

7:00 P.M. REGULAR SESSION

CALL TO ORDER

ROLL CALL

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

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Presentation of Certificate of Recognition to La Puente Girl's Softball for Toy Drive Tournament Donation

ORAL COMMUNICATIONS

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

BOARDS/COMMISSION/COMMITTEE REPORTS

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

<u>ORGANIZATION</u>	<u>DEL/ALT</u>	<u>MONTHLY MEETINGS</u>	<u>TIME</u>
California Contract Cities Association	Argudo/Quinones	3 rd Wednesday	6:30 p.m.
Sanitation District 15 & 21	Klinakis/Munoz	4 th Wednesday	1:30 p.m.
League of California Cities L.A. Div.	Argudo/Mendoza	1 st Thursday	6:30 p.m.
City Selection Committee	Klinakis/Munoz	When Necessary	6:30 p.m.
San Gabriel Valley COG	Quinones/Argudo	3 rd Thursday	4:00 p.m.
California JPIA	Quinones/All Council	4 th Wednesday	6:30 p.m.
Foothill Transit Governing Board	Munoz/Klinakis	Last Friday of the Month	7:45 a.m.
San Gabriel Valley Mosquito & Vector Control District	Klinakis	2 nd Friday	7:00 a.m.

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS

A-1 READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETING OF DECEMBER 13, 2022

Staff Recommendation: It is recommended that the City Council and Successor Agency waive the reading and approve the Minutes of the City Council and Successor Agency meeting of December 13, 2022.

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL

B-1 CONSIDERATION OF A RESOLUTION APPROVING THE CITY'S COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL YEAR 2023-24

Staff Recommendation: It is recommended that the City Council: (1) open the public hearing and take public testimony; and (2) adopt Resolution No. 23-5769 authorizing the City's CDBG Program for Fiscal Year 2023-24.

B-2 (1) CONSIDERATION OF AN URGENCY ORDINANCE, PURSUANT TO GOVERNMENT CODE SECTION 36937, ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTION 50022.2, TITLE 26 OF THE LOS ANGELES COUNTY BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA BUILDING CODE 2022 EDITION; TITLE 28 OF THE LOS ANGELES COUNTY PLUMBING CODE INCORPORATING BY REFERENCE THE CALIFORNIA PLUMBING CODE 2022 EDITION; TITLE 27 OF THE LOS ANGELES COUNTY ELECTRICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA ELECTRICAL CODE 2022 EDITION; TITLE 29 OF THE LOS ANGELES COUNTY MECHANICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA MECHANICAL CODE 2022 EDITION; TITLE 30 OF THE LOS ANGELES COUNTY RESIDENTIAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA RESIDENTIAL CODE 2022 EDITION; TITLE 31 OF THE LOS ANGELES COUNTY GREEN BUILDING STANDARDS CODE, INCORPORATING BY REFERENCE THE CALIFORNIA GREEN BUILDING CODE 2022 EDITION; TITLE 33 OF THE LOS ANGELES COUNTY EXISTING BUILDING CODE; INCORPORATING BY REFERENCE THE CALIFORNIA EXISTING BUILDING CODE; AND ADOPTING LOCAL AMENDMENTS THERETO, AND MAKING FINDINGS FOR SAME, AND DECLARING THE URGENCY THEREOF; AND

(2) INTRODUCTION AND CONSIDERATION OF AN ORDINANCE ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTION 50022.2, TITLE 26 OF THE LOS ANGELES COUNTY BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA BUILDING CODE 2022 EDITION; TITLE 28 OF THE LOS ANGELES COUNTY PLUMBING CODE INCORPORATING BY REFERENCE THE CALIFORNIA PLUMBING CODE 2022 EDITION; TITLE 27 OF THE LOS ANGELES COUNTY ELECTRICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA ELECTRICAL CODE 2022 EDITION; TITLE 29 OF THE LOS ANGELES COUNTY MECHANICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA MECHANICAL CODE 2022 EDITION; TITLE 30 OF THE LOS ANGELES COUNTY RESIDENTIAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA RESIDENTIAL CODE 2022 EDITION; TITLE 31 OF THE LOS ANGELES COUNTY GREEN BUILDING STANDARDS CODE, INCORPORATING BY REFERENCE THE CALIFORNIA GREEN BUILDING CODE 2022 EDITION; TITLE 33 OF THE LOS ANGELES COUNTY EXISTING BUILDING CODE; INCORPORATING BY REFERENCE THE CALIFORNIA EXISTING BUILDING CODE; AND ADOPTING LOCAL AMENDMENTS THERETO, AND MAKING FINDINGS FOR SAME

Staff Recommendation, Urgency Ordinance No. 23-980: It is recommended that the City Council: (1) open the public hearing and take public testimony; (2) waive reading of Urgency Ordinance No. 23-980 and read by title only; and (3) adopt Ordinance No. 23-980 - An Urgency Ordinance of the City Council of the City of La Puente, California, adopting by reference, pursuant to Government Code Section 50022.2, Title 26 of the Los Angeles County Building Code, incorporating by reference the California Building Code 2022 Edition; Title 28 of the Los Angeles County Plumbing Code incorporating by reference the California Plumbing Code 2022 Edition; Title 27 of the Los Angeles County Electrical Code, incorporating by reference the California Electrical Code 2022 Edition; Title 29 of the Los Angeles County Mechanical Code, incorporating by reference the California Mechanical Code 2022 Edition; Title 30 of the Los Angeles County Residential Code, incorporating by reference the California Residential Code 2022 Edition; Title 31 of the Los Angeles County Green Building Standards Code, incorporating by reference the California Green Building Code 2022 Edition; Title 33 of the Los Angeles County Existing Building Code; incorporating by reference the California Existing Building Code; and adopting local amendments thereto, and making findings for same, and declaring the urgency thereof; and

Staff Recommendation, Ordinance No. 23-981: It is recommended that the City Council: (1) waive the reading of Ordinance No. 23-981 and read by title only; (2) introduce Ordinance No. 23-981 - An Ordinance of the City Council of the City of La Puente, California, adopting by reference, pursuant to Government Code Section 50022.2, Title 26 of the Los Angeles County Building Code, incorporating by reference the California Building Code 2022 Edition; Title 28 of the Los Angeles County Plumbing Code incorporating by reference the California Plumbing Code 2022 Edition; Title 27 of the Los Angeles County Electrical Code, incorporating by reference the California Electrical Code 2022 Edition; Title 29 of the Los Angeles County Mechanical Code, incorporating by reference the California Mechanical Code 2022 Edition; Title 30 of the Los Angeles County Residential Code, incorporating by reference the California Residential Code 2022 Edition; Title 31 of the Los Angeles County Green Building Standards Code, incorporating by reference the California Green Building Code 2022 Edition; Title 33 of the Los Angeles County Existing Building Code; incorporating by reference the California Existing Building Code; and adopting local amendments thereto, and making findings for same; and (3) setting the public hearing on Ordinance No. 23-981 for January 24, 2023, in accordance with Government Code Section 50022.3.

C. UNFINISHED BUSINESS OF THE CITY COUNCIL – None

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

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

D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT REGISTER NO. 1543

Staff Recommendation: It is recommended that the City Council and Successor Agency adopt Resolution No. 22-5770 approving Warrant Register No. 1543.

D-2 CONSIDERATION OF RE-APPOINTMENT OF CITY MANAGER TO THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

Staff Recommendation: It is recommended that the City Council re-appoint City Manager Bob Lindsey to the Civic-Recreational-Industrial Authority Board.

D-3 CONSIDERATION AND APPROVAL OF FINAL TRACT MAP NO. 75016 AND SUBDIVISION IMPROVEMENT AGREEMENT FOR THE PROPERTY LOCATED AT 14317 BECKNER STREET

Staff Recommendation: It is recommended that the City Council: (1) find that Final Tract Map No. 75016 complies with all of the Conditions of Approval set forth within Tentative Tract Map No. 75016; (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.

- D-4 CONSIDERATION OF A PURCHASE ORDER CONTRACT WITH COASTLINE EQUIPMENT FOR THE PURCHASE OF A SKID STEER EQUIPMENT PACKAGE FOR THE MAINTENANCE DEPARTMENT IN THE AMOUNT OF \$92,296.16

Staff Recommendation: It is recommended that the City Council: (1) approve the purchase order contract with Coastline Equipment for the purchase of a skid steer package in the amount of \$92,296.16; and (2) authorize the City Manager to execute, on behalf of the City, all documents necessary to effectuate the purchase.

- D-5 CONSIDERATION OF A PURCHASE ORDER CONTRACT WITH CONTAINER CONCEPTS® FOR THE CONSTRUCTION OF A 20' COFFEE SHOP CONTAINER FOR LA PUENTE PARK IN THE AMOUNT OF \$57,750.00

Staff Recommendation: It is recommended that the City Council: (1) approve the purchase order contract with Container Concepts® in the amount of \$57,750.00; and (2) authorize the City Manager to execute the Agreement

- D-6 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH POLARIS LIGHTING ASSOCIATES FOR COMPREHENSIVE PROFESSIONAL LIGHTING SERVICES FOR THE LA PUENTE COMMUNITY CENTER COURTYARD IN THE AMOUNT OF \$166,894.80

Staff Recommendation: It is recommended that the City Council: (1) approve the Professional Service Agreement with Polaris Lighting Associates in the amount of \$166,894.80; (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount; and (3) provide any necessary direction to Staff.

- D-7 RECEIVE AND FILE THE CITY'S ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2022

Staff Recommendation: It is recommended that the City Council receive and file the Annual Comprehensive Financial Report, the Independent Accountant's report on the Appropriations Limit Worksheet, the Independent Auditor's Report on Internal Control and Compliance, and the Statement on Auditing Standard No. 114 Report for the fiscal year ended June 30, 2022.

- D-8 CONSIDERATION AND APPROVAL OF A 30-DAY RESOLUTION REGARDING THE CONDUCT OF TELECONFERENCED MEETINGS OF THE CITY COUNCIL AND OTHER CITY BODIES UNDER THE MODIFIED RULES SET FORTH UNDER GOVERNMENT CODE SECTION 54953(E) AND OTHER APPLICABLE PROVISIONS AS AMENDED BY AB 361

Staff Recommendation: It is recommended that the City Council adopt Resolution No. 23-5772, authorizing the City Council, City Boards, and all Commissions of the City continue to hold teleconferenced meetings from January 14, 2023, through February 14, 2023.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 CONSIDERATION OF: (1) APPOINTMENTS TO REGIONAL BOARDS; AND (2) A RESOLUTION APPOINTING SPECIFIC REPRESENTATIVES TO THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

Staff Recommendation: It is recommended that the City Council: (1) authorize the Mayor to appoint representatives and delegates to regional boards, commissions and committees; and (2) adopt Resolution No. 23-5771 Appointing Specific Representatives to the San Gabriel Valley Council of Governments.

E-2 CONSIDERATION OF APPOINTMENTS OF CITY COUNCIL MEMBERS TO AD HOC COMMITTEES

Staff Recommendation: It is recommended that the City Council authorize the Mayor to dissolve, establish and appoint to ad hoc committees as necessary.

E-3 CONSIDERATION OF APPOINTMENTS TO THE LA PUENTE COMMUNITY FOUNDATION

Staff Recommendation: It is recommended that the City Council: (1) make appointments to the La Puente Community Foundation; or (2) provide direction to staff regarding appointments.

E-4 UPDATE AND DISCUSSION REGARDING SENIOR AND SPECIAL NEEDS PROGRAMMING

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

E-5 DISCUSSION AND DIRECTION REGARDING ALLOCATION OF AMERICAN RESCUE PLAN ACT FUNDS (MAYOR KLINAKIS AND MAYOR PRO TEM MUNOZ)

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

E-6 DISCUSSION AND DIRECTION REGARDING PROCEDURES FOR PLACING MATTERS ON MEETING AGENDAS (MAYOR PRO TEM MUNOZ)

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

ADHOC COMMITTEE REPORTS

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

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

AB 1234 REPORTS

ORAL COMMENTS FROM COUNCIL

ORAL COMMENTS FROM STAFF

ADJOURNMENT

AVAILABILITY

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

AMERICANS WITH DISABILITIES

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

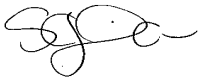
MEETING TIMES

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

CERTIFICATION

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

Dated this 5th day of January, 2023.



Sheryl Garcia, MMC, CPM
City Clerk

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
SPECIAL MEETING OF
DECEMBER 13, 2022

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

A Special 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 December 13, 2022, at 5:30 p.m.

CALL TO ORDER

Mayor Klinakis called the meeting to order at 5:36 p.m.

ROLL CALL

Members present: Klinakis, Munoz, Argudo (arrived at 6:57 p.m.), Mendoza.

Members absent: Quinones.

Staff members present: City Manager Bob Lindsey, City Attorney Jesse Jauregui, City Clerk Sheryl Garcia, Director of Administrative Services Troy Grunklee, Director of Development Services John Di Mario, Senior Planner Abraham Tellez, Associate Planner Juan Galvan, Director of Community Services Alexander Bauman, Finance Manager Alexander Merkel-Medina, Management Analyst Martha Torres, Management Assistant Cece Dunlap, Office Specialist Destiny Rivera, Office Specialist Natalie Romo.

PLEDGE OF ALLEGIANCE

Mayor Klinakis led the Pledge of Allegiance.

PRESENTATIONS

Lanae O'Shields, SoCalGas Public Affairs Manager, presented the City of La Puente with a \$50,000 grant to update the Local Hazard Mitigation Plan and Vulnerability Assessment Project. She commended the City of La Puente and Senior Planner Abraham Tellez for effectively addressing the challenges that emerge as the City prepares the community for the impact of climate change, supporting communities that are low-income and people of color, and creating community engagement opportunities within their climate grant application.

ORAL COMMUNICATIONS

Ricardo Martinez submitted a written comment regarding the General Election results, budget transparency, revitalizing the downtown area, affordable housing, rent stabilization, and the public transportation system.

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 NOVEMBER 15, 2022

A motion was made by Mayor Pro Tem Munoz, seconded by Council Member Mendoza to waive the reading, and approve the Minutes of the City Council and Successor Agency meetings of November 15, 2022. The motion carried by the following roll call vote:

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

B. PUBLIC HEARING 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 Mendoza to approve Consent Calendar Items D-1 through D-6. The motion carried by the following roll call vote:

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

D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT REGISTER NO.1542

Action Taken: The City Council and Successor Agency adopted Resolution No. 22-5766 approving Warrant Register No. 1542.

D-2 CONSIDERATION OF AWARD OF YOUTH WORKFORCE GRANT SUBRECIPIENT AGREEMENTS TO PUBLIC HEALTH FOUNDATION ENTERPRISE, INC. DBA HELUNA HEALTH

Action Taken: The City Council: (1) awarded the subrecipient agreement to Heluna Health; and (2) authorized the City Manager to execute all documents necessary to effectuate these agreements.

D-3 CONSIDERATION OF A PURCHASE PRDER CONTRACT WITH SUPERIOR PAVEMENT MARKINGS FOR INSTALLATION OF THE PARALLEL ON-STREET PARKING SIGNING AND STRIPING PLAN FOR HACIENDA BOULEVARD IN THE AMOUNT OF \$34,793.19

Action Taken: The City Council: (1) awarded the purchase order contract to Superior Pavement Markings in the amount of \$34,793.19; (2) authorized the City Manager to execute the Purchase Order and approve change orders up to 10% of the original bid amount.

D-4 CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH WORLD SPACE FOUNDATION TO PROVIDE ENRICHMENT PROGRAMMING AT LA PUENTE PARK

Action Taken: The City Council: (1) approved the Professional Services Agreement for programming provided by the World Space Foundation; and (2) authorized the City Manager to execute the Agreement on behalf of the City.

D-5 CONSIDERATION OF A PURCHASE ORDER CONTRACT WITH A-Z BUS SALES FOR THE PURCHASE OF A TRANSIT BUS IN THE AMOUNT OF \$147,747.67

Action Taken: The City Council: (1) approved the purchase order contract with Creative Bus Sales for purchase of a transit bus; and (2) authorized the City Manager to execute, on behalf of the City, all documents necessary to effectuate this action.

D-6 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. 22-5767, authorizing the City Council, City Boards, and all Commissions of the City continue to hold teleconferenced meetings from December 14, 2022, through January 13, 2023.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 DISCUSSION AND DIRECTION REGARDING THE PROPOSED COFFEE KIOSK AT LA PUENTE PARK

City Manager Lindsey congratulated the returning council members on their re-election and noted that staff looks forward to continuing working alongside them for the next few years. He further introduced the item and recognized Associate Planner Juan Galvan, Finance Manager Alexander Merkel-Medina, and Office Specialist Natalie Romo for their work on the coffee kiosk project at La Puente Park.

Associate Planner Galvan recounted direction provided at a previous City Council meeting and presented the design for the proposed coffee kiosk with the requested rustic aesthetic.

The City Council reached a consensus to move forward with the design provided by Staff.

Mayor Pro Tem Munoz inquired about the time frame for the completion of the project, to which City Manager Lindsey responded that the completion date would be approximately 90 days from placing a shipping container order with the manufacturer.

Mayor Klinakis thanked staff for their work on the coffee kiosk and progressing with several of the park projects.

Action Taken: The City Council discussed this item and provide direction to Staff to move forward with the design provided.

Mayor Klinakis recessed the meeting at 5:56 p.m.

Mayor Klinakis reconvened the meeting at 6:31 p.m. for the City Council Reorganization.

CITY COUNCIL REORGANIZATION

CERTIFICATION OF ELECTION RESULTS

CONSIDERATION OF A RESOLUTION CERTIFYING THE RESULTS OF THE NOVEMBER 8, 2022, GENERAL MUNICIPAL ELECTION (CONSOLIDATED)

A motion was made by Mayor Pro Tem Munoz, seconded by Council Member Mendoza to adopt Resolution No. 22-5768 reciting the fact of the City's Municipal Election (consolidated) held on November 8, 2022. The motion carried by the following roll call vote:

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

INSTALLATION OF OFFICERS AND CITY COUNCIL REORGANIZATION

1. Outgoing Remarks by Mayor, Mayor Pro Tem, and Council Members

Mayor Pro Tem Munoz thanked her colleagues, City staff, and volunteers for all their support. She shared that her family has resided in La Puente since 1956. She thanked the City Council for the opportunity to serve the community and work on various projects that have improved the lives of La Puente residents such as the newly renovated La Puente Park. She further expressed gratitude for her re-election and to continue serving the public. Lastly, she thanked her husband, children, and former Senator Ed Hernandez.

Council Member Mendoza expressed her intentions to continue doing good work for the good people of La Puente. She stated that it is an honor to represent the many passions within the community. In addition, she shared her intentions to continue building on the many great ideas and innovations that have been taken on by the City Council. She expressed her contentment with having earned the trust of the people this election. She further thanked her family, husband, children, and late mother for their guidance and support.

Mayor Klinakis spoke regarding his re-election and acknowledged various volunteers for their contributions to his campaign. He expressed pride in the City Council's accomplishments over the last four years and through the many challenges presented to them. He emphasized that the City Council would continue to listen and work for residents of the La Puente community. Lastly, he thanked his team, volunteers, voters, and his wife for their support throughout his campaign.

On behalf of the entire City Council, Mayor Klinakis presented Senator Bob J. Archuleta with a certificate for his honorable service, longstanding contributions, and exemplary leadership to the communities of the 30th Senate District. Senator Archuleta thanked the City Council and its residents for their support and welcoming him to the La Puente community.

Senator Archuleta acknowledged Mayor Klinakis and Mayor Pro Tem Munoz with certificates of recognition for their individual contributions and leadership to the La Puente community.

City Clerk Garcia noted that Council Member Argudo arrived at 6:57 p.m.

On behalf of Project LEAD, Briana Husto and Samuel Gonzalez from Sierra Vista Middle School provided a presentation regarding the activities that students in the program participated in and organized this school year to uphold their goal of being the change they wish to see in the world.

Communications Director Laura Brantley, on behalf of Senator Susan Rubio, presented Mayor Klinakis and Mayor Pro Tem Munoz with certificates for their accomplishments in their roles.

Ramon Luquin, on behalf of Assemblywoman Lisa Calderon, presented Mayor Klinakis and Mayor Pro Tem Munoz with certificates of recognition.

On behalf of Congresswoman Grace F. Napolitano, City Clerk Garcia presented Mayor Klinakis and Mayor Pro Tem Munoz with certificates acknowledging their invaluable service and guidance to the La Puente community.

On behalf of the Hacienda La Puente Unified School District, City Clerk Garcia presented Mayor Klinakis and Mayor Pro Tem Munoz with certificates for their contributions and exemplary service to the La Puente community.

City Manager Lindsey, on behalf of all City Staff, presented Mayor Klinakis and Mayor Pro Tem Munoz with gifts in appreciation of their guidance and leadership these past few years.

2. Installation of Officers and Oaths of Office

Mayor Klinakis relinquished the gavel to City Clerk Sheryl Garcia.

City Clerk Garcia administered the oath of office to incoming Council Member Klinakis, Council Member Mendoza, and Council Member Munoz.

3. Selection of Mayor and Mayor Pro Tem

City Clerk Garcia opened the nominations for Mayor.

Council Member Munoz made a motion to nominate Council Member Klinakis for Mayor, that was seconded by Council Member Mendoza. With no other nominations, the nominations were closed, and a roll call vote was taken.

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

Mayor Klinakis opened the nominations for Mayor Pro Tem.

Council Member Mendoza made a motion to nominate Council Member Munoz for Mayor Pro Tem, that was seconded by Mayor Klinakis. With no other nominations, the nominations were closed, and a roll call vote was taken.

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

4. Incoming remarks by Mayor, Mayor Pro Tem and Council Members

Council Member Mendoza expressed excitement for continuing her service to the public and acknowledged role's importance to her. She thanked the community for participating in democracy and being an integral role in La Puente. She stated her intentions to honor her oath to represent La Puente in forms that residents may take pride in. Lastly, she expressed gratitude and appreciation to her husband and daughters for their support.

Mayor Pro Tem Munoz stated that she is looking forward to the City Council's work for the next four years. She spoke of the City Council's accomplishments these past four years that enhanced the lives of residents. She noted the importance of collectively working with the local and state representatives to achieve and realize more for the community.

Mayor Klinakis thanked the City Council for their support and for being valuable members. Lastly, he thanked his friends and former Senator Dr. Ed Hernandez for their support.

ORAL COMMENTS FROM COUNCIL - None

ORAL COMMENTS FROM STAFF - None

ADJOURNMENT

There being no further business before the City Council, Mayor Klinakis adjourned the meeting at 7:27 p.m.

Approved this 10th day of January, 2023.

Sheryl Garcia
City Clerk

Charlie Klinakis
Mayor/Chair



City of La Puente **AGENDA REPORT**

To: Mayor and City Council

For meeting of: January 10, 2023

From: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION OF A RESOLUTION APPROVING THE CITY'S
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR FISCAL
YEAR 2023-24

BACKGROUND

The primary national objectives of the Federal Community Development Block Grant ("CDBG") program are to undertake activities that benefit low- and moderate-income persons and/or eliminate slum and blight conditions in the City. The program requires that at least 70 percent of the program funds be spent on activities that benefit low- and moderate-income persons.

The Federal Department of Housing and Urban Development ("HUD") promulgates the funds and regulations for the CDBG program. Cities with populations below 50,000 do not receive funding directly from HUD, but instead participate through the Los Angeles Urban County Program. For La Puente, the City receives its CDBG funds as a "participating city" through the Los Angeles County Development Authority ("LACDA").

LACDA has notified the City that the estimated CDBG allocation for Fiscal Year ("FY") 2023-24 will be \$312,039. Each City's allocation is based on a formula that factors in the City's population, poverty level, and overcrowding percentage. The allocation for FY 2022-2023 was \$350,523. The allocation amount may change slightly when the final figures are announced by HUD later this spring.

The City Council is required to hold a public hearing to solicit input from the community for the use of CDBG funds for FY 2023-24. A resolution approving the City's use of the funds must be submitted to LACDA by February 1, 2023. The funds become available to be expended on the intended activities beginning on July 1, 2023.

AGENDA ITEM NO. B-1

PUBLIC HEARING NOTICE

A notice of the public hearing was posted on December 20, 2022, in three (3) public places as required by HUD and the City's municipal code.

ONGOING PROJECTS

For the FY 2023-24 program year, Staff is proposing the continuation of the City's three (3) current year and regular on-going projects. A description of each of the projects is provided below.

Public Services

Public Service Activities are programs that undertake social activities, such as family counseling, health care, senior citizen services, and day care activities. The public service expenditure for FY 2023-2024 is set at 15 percent (15%) of the City's annual CDBG allocation which is \$46,805.85. Currently, all CDBG public service funds are being used for staffing at the Senior Center facility to provide services and activities for seniors.

Housing Rehabilitation

This program offers grants to rehabilitate single family homes that are owned and occupied by low- and moderate-income households. Approximately 1,510 homes in the City have been improved since the program began in 1979.

Grants of up to \$12,000 are offered, with \$5,000 of this amount reserved for testing, abatement, and clearance monitoring of asbestos and/or lead, if necessary, with \$7,000.00 directed towards improvements to the property. For more substantial repairs, eligible applicants can also receive a zero (0%) percent interest deferred loan of up to \$37,790.00 through the City's separately funded Cal-Home loan program.

Based on the City's FY 2023-24 allocation; Staff recommends that the Housing Rehabilitation Program be budgeted at \$140,233.15. Based on this funding, it is anticipated that 12 grants will be completed during the 2023-24 fiscal year. This funding level is consistent with amounts spent in prior years

Code Enforcement

This program would continue to fund Code Enforcement personnel activities in low- and moderate-income residential areas of the City to identify property maintenance and code violations. The Code Enforcement division works with the property owners and/or residents to correct the violations. Code Enforcement staff will refer those property owners who may be income eligible to the Housing Rehabilitation Program for improvements to the property. Staff recommends that funding for FY 2023-24 be set at \$125,000. Staff is also recommending utilizing \$95,000 in un-programmed funds from loan repayments and unspent funds from previous fiscal years for a total of \$220,000 for FY 2023-24. This is based on the number and area of low- and moderate-income block groups as a percentage of the entire City and the cases developed from

those areas. An allocation of \$220,000 to fund these Code Enforcement services is appropriate and consistent with previous years allocations.

FY 2023-24 CDBG PROJECTS SUMMARY

Staff is seeking City Council's approval of the recommended FY 2023-24 CDBG projects as discussed above and summarized in the funding table below:

<u>Project Title</u>	<u>Funding Amount</u>
Public Service/Senior Services	\$ 46,805.85
Housing Rehabilitation	140,233.15
Code Enforcement	<u>125,000.00*</u>
FY 2022-23 ANNUAL ALLOCATION	\$ 312,039.00
Un-Programmed Funds	<u>95,000.00*</u>
GRAND TOTAL	\$ 407,039.00

*\$95,000 of un-programmed funds will also be programmed to the Code Enforcement Program

The attached resolution has been prepared which includes the recommended funding amounts as listed above by project name.

FISCAL IMPACT

There is no impact to the current 2022-23 Fiscal Year budget. As part of the budget planning process for the 2023-24 Fiscal Year, CDBG funding will be budgeted for the three (3) projects in the amounts listed in the table above.

RECOMMENDATION

It is recommended that the City Council: (1) open the public hearing and take public testimony; and (2) adopt Resolution No. 23-5769 authorizing the City's CDBG Program for Fiscal Year 2023-24.

ATTACHMENTS

Attachment "A": Resolution No. 23-5769

RESOLUTION NO. 23-5769

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE, CALIFORNIA, APPROVING THE CITY'S
COMMUNITY DEVELOPMENT BLOCK GRANT
PROGRAM FOR FISCAL YEAR 2023-24**

WHEREAS, on August 22, 1974, the President of the United States signed into law the Housing and Community Development Act of 1974 ("Act"); and

WHEREAS, the primary goals of Title I of the Act are the development of viable urban communities by providing decent housing and a suitable living environment, and expanding economic opportunities, principally for persons of low- and moderate-income; and

WHEREAS, the City of La Puente has received notification of the availability of \$312,039 in Federal Community Development Block Grant (CDBG) funds to further the attainment of these goals during Fiscal Year 2023-24; and

WHEREAS, suggestions have been requested from City departments for the utilization of these funds; and

WHEREAS, the City has published information and solicited comments regarding eligible activities under the Act and has conducted a public hearing to solicit comments and suggestions from the community for the utilization of these funds.

**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. That the City allocates its available Community Development Block Grant funds for the following purposes:

1. Public Service/Senior Services	\$ 46,805.85
2. Housing Rehabilitation	140,233.15
3. Code Enforcement	<u>125,000.00*</u>
FY 2023-24 ANNUAL ALLOCATION	\$ 312,039.00
4. Un-Programmed Funds	<u><u>95,000.00*</u></u>
GRAND TOTAL	\$407,039.00

*\$95,000 of un-programmed funds will be programmed to the Code Enforcement Program.

SECTION 3. That the City Manager is authorized and directed to submit the City's final Program Planning Summary for Fiscal Year 2023-24 to the County of Los Angeles, reflecting the funding allocations set forth herein.

SECTION 4. The City Manager and/or his designee is authorized to adjust the program budget as necessary to take into account the final CDBG allocation and any amounts remaining unspent at the close of the fiscal year, including any unallocated amounts from prior years.

SECTION 5. That the City Manager and/or his designee is authorized to execute the contractual and related documents prepared by the County of Los Angeles that are required for the implementation of the projects/programs set forth herein.

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

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

PASSED, APPROVED AND ADOPTED this 10th day of January, 2023, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: January 10, 2023

From: Bob Lindsey, City Manager

By: John Di Mario, Development Services Director
Pete Goodrich, Building Official

SUBJECT: (1) PUBLIC HEARING – CONSIDERATION OF AN URGENCY ORDINANCE, PURSUANT TO GOVERNMENT CODE SECTION 36937, ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTION 50022.2, TITLE 26 OF THE LOS ANGELES COUNTY BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA BUILDING CODE 2022 EDITION; TITLE 28 OF THE LOS ANGELES COUNTY PLUMBING CODE INCORPORATING BY REFERENCE THE CALIFORNIA PLUMBING CODE 2022 EDITION; TITLE 27 OF THE LOS ANGELES COUNTY ELECTRICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA ELECTRICAL CODE 2022 EDITION; TITLE 29 OF THE LOS ANGELES COUNTY MECHANICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA MECHANICAL CODE 2022 EDITION; TITLE 30 OF THE LOS ANGELES COUNTY RESIDENTIAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA RESIDENTIAL CODE 2022 EDITION; TITLE 31 OF THE LOS ANGELES COUNTY GREEN BUILDING STANDARDS CODE, INCORPORATING BY REFERENCE THE CALIFORNIA GREEN BUILDING CODE 2022 EDITION; TITLE 33 OF THE LOS ANGELES COUNTY EXISTING BUILDING CODE; INCORPORATING BY REFERENCE THE CALIFORNIA EXISTING BUILDING CODE; AND ADOPTING LOCAL AMENDMENTS THERETO, AND MAKING FINDINGS FOR SAME, AND DECLARING THE URGENCY THEREOF; AND

(2) INTRODUCTION AND CONSIDERATION OF AN ORDINANCE ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTION 50022.2, TITLE 26 OF THE LOS ANGELES COUNTY BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA BUILDING CODE 2022 EDITION; TITLE 28 OF THE LOS ANGELES COUNTY PLUMBING CODE INCORPORATING BY REFERENCE THE CALIFORNIA PLUMBING CODE 2022 EDITION; TITLE 27 OF THE LOS ANGELES COUNTY ELECTRICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA ELECTRICAL CODE 2022 EDITION; TITLE 29 OF THE LOS ANGELES COUNTY MECHANICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA MECHANICAL CODE 2022 EDITION; TITLE 30 OF THE LOS ANGELES COUNTY RESIDENTIAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA RESIDENTIAL

AGENDA ITEM NO. B-2

CODE 2022 EDITION; TITLE 31 OF THE LOS ANGELES COUNTY GREEN BUILDING STANDARDS CODE, INCORPORATING BY REFERENCE THE CALIFORNIA GREEN BUILDING CODE 2022 EDITION; TITLE 33 OF THE LOS ANGELES COUNTY EXISTING BUILDING CODE; INCORPORATING BY REFERENCE THE CALIFORNIA EXISTING BUILDING CODE; AND ADOPTING LOCAL AMENDMENTS THERETO, AND MAKING FINDINGS FOR SAME

PUBLIC HEARING NOTICE

The notice of the City Council’s public hearing for the urgency ordinance was published in The *San Gabriel Valley Tribune* on December 28, 2022, and posted in three (3) public places pursuant to the La Puente Municipal Code (“LPMC”).

The City Council will hold another public hearing, in compliance with State law, on January 24, 2023, for the adoption of the non-urgency ordinance adopting by reference the California Building Standards Code and related codes.

BACKGROUND

The State of California Building Standards Commission (“BSC”) adopts mandatory State wide Building Laws on a tri-annual basis. In January 2022, the BSC adopted the latest model codes after making amendments based on California requirements. The State Building Laws were published on July 1, 2022.

Local jurisdictions are encouraged to adopt the new State Building Laws within 180 days after publication, and to make any amendments based on local geographic, topographic, climatic and environmental conditions. The new State Building Laws became effective statewide on January 1, 2023. Since incorporation, the City of La Puente has adopted the County of Los Angeles Building Laws which both amends and adopts the State Building Laws. On November 15, 2022 the Los Angeles Board of Supervisors adopted Titles 26 (Building), 27 (Electrical), 28 (Plumbing), 29 (Mechanical), 30 (Residential), 31 (Green Building Standards) and Title 33 (Existing Building Code) which adopted the California Building Laws with amendments and made the necessary findings based on climatic, topographical and geologic conditions. The findings of reasonable necessity for modifications are included as Attachment D. Copies of the County Ordinances are available in the City Clerk’s Office for public review.

Due to the State Building Laws becoming effective on January 1, 2023 it is necessary for the City Council to consider the adoption of an Urgency Ordinance (so that it takes effect immediately upon adoption) as well as introducing a non-urgency Ordinance for adoption at a noticed public hearing on January 24, 2023. The introduction of the non-urgency Ordinance would take effect 30 days after the second reading, which would be February 24, 2023.

DISCUSSION

The BSC adopted the same group of model building, electrical, plumbing, mechanical, residential and green building standards codes that it adopted in 2019. There are no significant

code changes proposed in this code cycle, except for the following minor changes which have been identified by the City’s Building Official as new changes that could have an impact on new developments in the City:

- Issued permits are now valid for one (1) year upon issuance versus six months with the prior code, including non-residential projects.
- New residential units may now utilize “dry pipe sprinkler systems” for fire suppression systems; versus standard water systems in the previous code.
- Inclusion of new “aging in place” and fall prevention requirements for all new residential units to allow people to stay longer in their homes as they age.
- New residential units must be “electrical ready” for alternatives to gas appliance installations such as water heaters, space heating, cooking, and clothes drying, etc. providing electrical hook-ups and other infrastructure to allow such spaces to switch over to electricity.
- New non-residential buildings must add photovoltaic (PV) and battery storage so these buildings can be more self-sufficient.
- Multi-family developments or hotels with less than 20 units must provide no less than 10% of the parking spaces as EV “ready” spaces.
- Multi-family developments or hotels with more than 20 units must support EV charging spaces.

The revisions to Title 8 of the La Puente Municipal Code that are herein recommended by Staff as a result of the new model codes include the following:

CURRENT	PROPOSED
California Building Code 2019	California Building Code 2022
Title 26 Los Angeles County Building Code 2019	Title 26 Los Angeles County Building Code 2022
California Plumbing Code 2019	California Plumbing Code 2022
Title 27 Los Angeles County Electrical Code 2019	Title 27 Los Angeles County Electrical Code 2022
California Electrical Code 2019	California Electrical Code 2022
Title 28 Los Angeles County Plumbing Code 2019	Title 28 Los Angeles County Plumbing Code 2022
California Mechanical Code 2019	California Mechanical Code 2022
Title 29 Los Angeles County Mechanical Code 2019	Title 29 Los Angeles County Mechanical Code 2022
California Residential Code 2019	California Residential Code 2022
Title 30 Los Angeles County Residential Code 2019	Title 30 Los Angeles County Residential Code 2022

California Green Standards Code 2019	California Green Standards Code 2022
Title 31 Los Angeles County Green Standards Code 2019	Title 31 Los Angeles County Green Standards Code 2022
California Existing Building Code 2019	California Existing Building Code 2022
Title 33 Los Angeles County Existing Building Code 2019	Title 33 Los Angeles County Existing Building Code 2022

It should be noted that the City is again adopting Title 26 of the Los Angeles County Building Code which includes Chapter 96 - Earthquake Hazard Reduction for Existing Building Unreinforced Masonry Bearing Wall Buildings (“URM”). The City has previously adopted Chapter 96 in its entirety with each recent code adoption.

ENVIRONMENTAL ANALYSIS:

This Ordinance has been determined to be exempt from the California Environmental Quality Act pursuant to State Guidelines 15061(b)(3) as a project that has no potential for causing a significant effect on the environment.

RECOMMENDATION:

Urgency Ordinance No. 23-980:

It is recommended that the City Council: (1) open the public hearing and take public testimony; (2) waive reading of Urgency Ordinance No. 23-980 and read by title only; and (3) adopt Ordinance No. 23-980 - An Urgency Ordinance of the City Council of the City of La Puente, California, adopting by reference, pursuant to Government Code Section 50022.2, Title 26 of the Los Angeles County Building Code, incorporating by reference the California Building Code 2022 Edition; Title 28 of the Los Angeles County Plumbing Code incorporating by reference the California Plumbing Code 2022 Edition; Title 27 of the Los Angeles County Electrical Code, incorporating by reference the California Electrical Code 2022 Edition; Title 29 of the Los Angeles County Mechanical Code, incorporating by reference the California Mechanical Code 2022 Edition; Title 30 of the Los Angeles County Residential Code, incorporating by reference the California Residential Code 2022 Edition; Title 31 of the Los Angeles County Green Building Standards Code, incorporating by reference the California Green Building Code 2022 Edition; Title 33 of the Los Angeles County Existing Building Code; incorporating by reference the California Existing Building Code; and adopting local amendments thereto, and making findings for same, and declaring the urgency thereof; and

Ordinance No. 23-981:

Staff Recommendation: It is recommended that the City Council: (1) waive the reading of Ordinance No. 23-981 and read by title only; (2) introduce Ordinance No. 23-981 - An Ordinance of the City Council of the City of La Puente, California, adopting by reference, pursuant to Government Code Section 50022.2, Title 26 of the Los Angeles County Building Code, incorporating by reference the California Building Code 2022 Edition; Title 28 of the Los Angeles County Plumbing Code incorporating by reference the California Plumbing Code 2022

Edition; Title 27 of the Los Angeles County Electrical Code, incorporating by reference the California Electrical Code 2022 Edition; Title 29 of the Los Angeles County Mechanical Code, incorporating by reference the California Mechanical Code 2022 Edition; Title 30 of the Los Angeles County Residential Code, incorporating by reference the California Residential Code 2022 Edition; Title 31 of the Los Angeles County Green Building Standards Code, incorporating by reference the California Green Building Code 2022 Edition; Title 33 of the Los Angeles County Existing Building Code; incorporating by reference the California Existing Building Code; and adopting local amendments thereto, and making findings for same; and (3) setting the public hearing on Ordinance No. 23-981 for January 24, 2023, in accordance with Government Code Section 50022.3.

ATTACHMENTS:

Attachment “A”:	Urgency Ordinance No. 23-980
Attachment “B”:	Ordinance No. 23-981
Attachment “C”:	Notice of Exemption
Attachment “D”:	Findings of Reasonable Necessity for Modifications

URGENCY ORDINANCE NO. 23-980

AN URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTION 50022.2, TITLE 26 OF THE LOS ANGELES COUNTY BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA BUILDING CODE 2022 EDITION; TITLE 28 OF THE LOS ANGELES COUNTY PLUMBING CODE INCORPORATING BY REFERENCE THE CALIFORNIA PLUMBING CODE 2022 EDITION; TITLE 27 OF THE LOS ANGELES COUNTY ELECTRICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA ELECTRICAL CODE 2022 EDITION; TITLE 29 OF THE LOS ANGELES COUNTY MECHANICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA MECHANICAL CODE 2022 EDITION; TITLE 30 OF THE LOS ANGELES COUNTY RESIDENTIAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA RESIDENTIAL CODE 2022 EDITION; TITLE 31 OF THE LOS ANGELES COUNTY GREEN BUILDING STANDARDS CODE, INCORPORATING BY REFERENCE THE CALIFORNIA GREEN BUILDING CODE 2022 EDITION; TITLE 33 OF THE LOS ANGELES COUNTY EXISTING BUILDING CODE; INCORPORATING BY REFERENCE THE CALIFORNIA EXISTING BUILDING CODE; AND ADOPTING LOCAL AMENDMENTS THERETO, AND MAKING FINDINGS FOR SAME, AND DECLARING THE URGENCY THEREOF

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

Section 1. Findings.

(A) Pursuant to California Health and Safety Code Sections 17958.5, 17958.7 and 18941.5, the City Council hereby makes each finding of reasonable necessity for modifications as stated separately in Attachment D to the January 10, 2023 City Council Agenda Report for each such modification as identified in Los Angeles County Titles 26, 27, 28, 29, 30, 31 and 33. These modifications to the California Building Standards Code, incorporating the model codes are reasonably necessary due to the local climate, characterized by hot, dry summers and the high potential for seismic activity which make structures particularly vulnerable to rapidly spreading fires and structural damage.

(B) California State law requires localities, such as the City of La Puente, to adopt the 2022 California Building, Plumbing, Mechanical, Electrical, Green Building, Residential, and Existing Building Codes and any modifications there to, which become effective January 1, 2023. The City Council finds that it is essential and imperative that the City adopt this Ordinance, adopting by reference the above-listed Los Angeles County Code and modifications necessitated by local topographical; geological, and climatic conditions. The City Council further finds that in the absence of legislation effective by that date, technical codes adequate to meet the City's special

circumstances will not be in effect and hazards will be posed which would immediately threaten the public peace, health, and safety. Accordingly, the City Council finds that this Ordinance is necessary, and is adopted for the immediate preservation of public peace, health and safety of the City and its residents.

Section 2. CEQA.

Upon independent review and consideration of the information contained in the Staff Report and the Notice of Exemption for this Ordinance, the City Council hereby finds and determines that this Ordinance does not have the potential for causing a significant effect on the environment. Accordingly, the City Council finds and determines that this Ordinance is exempt from California Environmental Quality Act (“CEQA”, Public Resources Code § 21000 *et seq.*) pursuant to the general rule in Section 15061(b)(3) of the CEQA Guidelines (Chapter 3, of Title 14, of the California Code of Regulations) that CEQA applies only to projects which have the potential for causing a significant effect on the environment and thereby the City Council approves and adopts the Notice of Exemption. The City Council further directs Staff to file the Notice of Exemption, as authorized by law.

Section 3. La Puente Municipal Code Amendment.

Section 8.05.010 (Adoption of Building Code) of Chapter 8.05 (Building Code), of Title 8 (Building Regulations) of the La Puente Municipal Code, is hereby amended to read in its entirety as follows:

8.05.010 Adoption of Building Code.

Except as hereinafter provided, Title 26 Building Code of the Los Angeles County Code, as amended and in effect on January 1, 2023, adopting the California Building Code, 2022 Edition (Part 2 of Title 24 of the California Code of Regulations) is incorporated herein by reference as if fully set forth below and shall be known and may be cited as the Building Code of the City of La Puente.

The provisions of the building code applying to dwellings, lodging houses, congregate residences, hotels, motels, apartment houses, or other uses classified as a Group R occupancy, and including Chapters 1, 2, 98 and 99 of said code, are and may be cited as the housing code of the city.

In the event of any conflict between provisions of the California Building Code, 2022 Edition, Title 26 of the Los Angeles County Code, or any amendment to the building code, as set forth in the La Puente Municipal Code, the provisions contained in the La Puente Municipal Code shall control.

A copy of Title 26 of the Los Angeles County Code and the California Building Code, 2022 Edition, have been deposited in the office of the City Clerk and shall be at all times maintained by the city clerk for use and examination by the public.

Section 4. La Puente Municipal Code Amendment.

Section 8.09.010 (Adoption of Plumbing Code) of Chapter 8.09 (Plumbing Code) of Title 8 (Building Regulations) of the La Puente Municipal Code, is hereby amended to read in its entirety as follows:

8.09.10 Adoption of Plumbing Code.

Except as hereinafter provided, Title 28, Plumbing Code, of the Los Angeles County Code, as amended and in effect on January 1, 2023, adopting the California Plumbing Code, 2022 Edition (Part 5 of Title 24 of the California Code of Regulations), is hereby incorporated herein by reference as if fully set forth below, and shall be known and may be cited as the Plumbing Code of the City of La Puente.

In the event of any conflict between provisions of the California Plumbing Code, 2022 Edition, Title 28 of the Los Angeles County Plumbing Code, or any amendment to the Plumbing Code set forth in the La Puente Municipal Code, the provisions contained in the La Puente Municipal Code shall control.

A copy of Title 28 of the Los Angeles County Code and the California Plumbing Code, 2022 Edition, have been deposited in the office of the La Puente City Clerk and shall be at all times maintained by the City Clerk for use and examination by the public.

Section 5. La Puente Municipal Code Amendment.

Section 8.13.010 (Adoption of Electrical Code) of Chapter 8.13 (Electrical Code) of Title 8 (Building Regulations) of the La Puente Municipal Code, is hereby amended to read in its entirety as follows:

8.13.010 Adoption of Electrical Code.

Except as hereinafter provided, Title 27, Electrical Code, of the Los Angeles County Code, as amended and in effect on January 1, 2023, adopting the California Electrical Code, 2022 Edition (Part 3 of Title 24 of the California Code of Regulations), is hereby incorporated herein by reference as if fully set forth below, and shall be known and may be cited as the Electrical Code of the City of La Puente.

In the event of any conflict between provisions of the California Electrical Code, 2022 Edition, Title 27 of the Los Angeles County Electrical Code, or any amendment to the Electrical Code set forth in the La Puente Municipal Code, the provisions contained in the La Puente Municipal Code shall control.

A copy of Title 27 of the Los Angeles County Code and the California Electrical Code, 2022 Edition, have been deposited in the office of the La Puente City Clerk and shall be at all times maintained by the City Clerk for use and examination by the public.

Section 6. La Puente Municipal Code Amendment.

Section 8.17.010 (Adoption of Mechanical Code) of Chapter 8.17 (Mechanical Code) of Title 8 (Building Regulations) of the La Puente Municipal Code is hereby amended to read in its entirety as follows:

8.17.010 Adoption of Mechanical Code.

Except as hereinafter provided, Title 29, Mechanical Code, of the Los Angeles County Code, as amended and in effect on January 1, 2023, adopting the California Mechanical Code, 2022 Edition (Part 4 of Title 24 of the California Code of Regulations), is hereby incorporated herein by reference as if fully set forth below, and shall be known and may be cited as the Mechanical Code of the City of La Puente.

In the event of any conflict between provisions of the California Mechanical Code, 2022 Edition, Title 29 of the Los Angeles County Mechanical Code, or any amendment to the Mechanical Code set forth in the La Puente Municipal Code, the provisions contained in the La Puente Municipal Code shall control.

A copy of Title 29 of the Los Angeles County Code and the California Mechanical Code, 2022 Edition, have been deposited in the office of the La Puente city clerk and shall be at all times maintained by the city clerk for use and examination by the public.

Section 7. La Puente Municipal Code Amendment.

Section 8.44.010 (Adoption of Residential Code) of Chapter 8.44 (Residential Code) of Title 8 (Building Regulations) of the La Puente Municipal Code is hereby amended to read in its entirety as follows:

8.44.010 Adoption of Residential Code.

Except as hereinafter provided, Title 30, Residential Code, of the Los Angeles County Code, as amended and in effect on January 1, 2023, adopting the California Residential Code, 2022 Edition (Part 2.5 of Title 24 of the California Code of Regulations), is hereby incorporated herein by reference as if fully set forth below, and shall be known and may be cited as the Residential Code of the City of La Puente.

In the event of any conflict between provisions of the California Residential Code, 2022 Edition, Title 30 of the Los Angeles County Residential Code, or any amendment to the Residential Code set forth in the La Puente Municipal Code, the provisions contained in the La Puente Municipal Code shall control.

A copy of Title 30 of the Los Angeles County Residential Code and the California Residential Code, 2022 Edition, have been deposited in the office of the La Puente city clerk and shall be at all times maintained by the city clerk for use and examination by the public.

Section 8. La Puente Municipal Code Amendment.

Section 8.48.010 (Adoption of Green Building Standards Code) of Chapter 8.48 (Green Building Standards Code) of Title 8 (Building Regulations) of the La Puente Municipal Code is hereby amended to read in its entirety as follows:

8.48.010 Adoption of Green Building Standards Code.

Except as hereinafter provided, Title 31, Green Building Standards Code, of the Los Angeles County Code, as amended and in effect on January 1, 2023, adopting the California Green Building Standards Code, 2022 Edition (Part 11 of Title 24 of the California Code of Regulations), is hereby incorporated herein by reference as if fully set forth below, and shall be known and may be cited as the Green Building Standards Code of the City of La Puente.

In the event of any conflict between provisions of the California Green Building Standards Code, 2022 Edition, Title 31 of the Los Angeles County Green Building Standards Code, or any amendment to the Green Building Standards Code set forth in the La Puente Municipal Code, the provisions contained in the La Puente Municipal Code shall control.

A copy of Title 31 of the Los Angeles County Green Building Standards Code and the California Green Building Standards Code, 2022 Edition, have been deposited in the office of the La Puente city clerk and shall be at all times maintained by the city clerk for use and examination by the public.

Section 9. La Puente Municipal Code Amendment.

Chapter 8.52 (Existing Building Code) of Title 8 (Building Regulations) of the La Puente Municipal Code is hereby added to read in its entirety as follows:

8.52.010 Adoption of Existing Building Code.

Except as hereinafter provided, Title 33, Existing Building Code, of the Los Angeles County Code, as amended and in effect on January 1, 2023, adopting the California Existing Building Code, 2022 Edition (Part 11 of Title 24 of the California Code of Regulations), is hereby incorporated herein by reference as if fully set forth below, and shall be known and may be cited as the Existing Building Code of the City of La Puente.

In the event of any conflict between provisions of the California Existing Building Code, 2022 Edition, Title 33 of the Los Angeles County Green Existing Code, or any amendment to the Existing Building Code set forth in the La Puente Municipal Code, the provisions contained in the La Puente Municipal Code shall control.

A copy of Title 33 of the Los Angeles County Existing Building Code and the California Existing Building Code, 2022 Edition, have been deposited in the office of the La Puente City Clerk and shall be at all times maintained by the City Clerk for use and examination by the public.

Section 10. La Puente Municipal Code Amendment.

Section 8.52.020 (Definitions) of Chapter 8.52 (Existing Building Code) of Title 8 (Building Regulations) of the La Puente Municipal Code, is hereby added to read in its entirety as follows:

Section 8.52.020 Definitions

Notwithstanding the provisions of Section 8.52.010 of this chapter, whenever any of the following names or terms are used in the existing building code, each name or terms shall be deemed and construed to have the meaning ascribed to it in this section as follows:

“Board of appeals” means the board of appeals as appointed by the City Council of the City of La Puente.

“Building code” means the building code of the City of La Puente as contained in Chapter 8.05 of the La Puente Municipal Code.

“Building department” means the Building and Safety Division of the City of La Puente.

“Building official” means the building official of the City of La Puente.

“County, “county of Los Angeles” or “unincorporated territory of the county of Los Angeles” means City of La Puente.

“County engineer” means the city engineer, except in such instances when the county engineer is a correct notation due to circumstances.

“Electrical code” means the electrical code of the City of La Puente as contained in Chapter 8.13 of the La Puente Municipal Code.

“Fire code” means the fire code of the City of La Puente as contained in Chapter 9.04 of the La Puente Municipal Code.

“General fund” means the city treasury of the City of La Puente.

“Health code” or “Los Angeles County Health Code” means the health code of the City of La Puente as contained in Chapter 4.04 of the La Puente Municipal Code.

“Health officer” means the health officer of the county of Los Angeles acting on behalf of the City of La Puente.

“Jurisdiction” means the City of La Puente.

“Mechanical code” means the mechanical code of the City of La Puente as contained in Chapter 8.17 of the La Puente Municipal Code.

“Plumbing code” means the plumbing code of the City of La Puente as contained in Chapter 8.13 of the La Puente Municipal Code.

“Residential code” means the residential code of the City of La Puente as contained in Chapter 8.44 of the La Puente Municipal Code.

Section 11. La Puente Municipal Code Amendment.

Section 8.52.030 (Violations-Penalties) of Chapter 8.52 (Existing Code) of Title 8 (Building Regulations) of the La Puente Municipal Code, is hereby added to read in its entirety as follows:

8.52.030 Violations – Penalties

Any person, firm or corporation violating any of the provisions of the Existing Building Code of the City of La Puente shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of the building code is committed, continued or permitted, and upon conviction of any such violation such person shall be punishable by a fine of not to exceed one thousand dollars or by imprisonment in the county jail for a period of not more than six months or by both such fine and imprisonment. Each day that a violation occurs shall constitute a separate offense.

Section 12. 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 13. 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 14. Effective Date.

This Ordinance shall take effect on January 10, 2023, and shall apply to all projects submitted for plan check on or after that date.

Section 15.

The City Clerk shall file a certified copy of this Ordinance with the California Building Standards Commission, as required by law.

Section 16. Publication.

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

PASSED, APPROVED AND ADOPTED this 10th day of January, 2023, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk

ORDINANCE NO. 23-981

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, ADOPTING BY REFERENCE, PURSUANT TO GOVERNMENT CODE SECTION 50022.2, TITLE 26 OF THE LOS ANGELES COUNTY BUILDING CODE, INCORPORATING BY REFERENCE THE CALIFORNIA BUILDING CODE 2022 EDITION; TITLE 28 OF THE LOS ANGELES COUNTY PLUMBING CODE INCORPORATING BY REFERENCE THE CALIFORNIA PLUMBING CODE 2022 EDITION; TITLE 27 OF THE LOS ANGELES COUNTY ELECTRICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA ELECTRICAL CODE 2022 EDITION; TITLE 29 OF THE LOS ANGELES COUNTY MECHANICAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA MECHANICAL CODE 2022 EDITION; TITLE 30 OF THE LOS ANGELES COUNTY RESIDENTIAL CODE, INCORPORATING BY REFERENCE THE CALIFORNIA RESIDENTIAL CODE 2022 EDITION; TITLE 31 OF THE LOS ANGELES COUNTY GREEN BUILDING STANDARDS CODE, INCORPORATING BY REFERENCE THE CALIFORNIA GREEN BUILDING CODE 2022 EDITION; TITLE 33 OF THE LOS ANGELES COUNTY EXISTING BUILDING CODE; INCORPORATING BY REFERENCE THE CALIFORNIA EXISTING BUILDING CODE; AND ADOPTING LOCAL AMENDMENTS THERETO, AND MAKING FINDINGS FOR SAME

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

Section 1. Findings.

(A) Pursuant to California Health and Safety Code Sections 17958.5, 17958.7 and 18941.5, the City Council hereby makes each finding of reasonable necessity for modifications as stated separately in Attachment D to the January 10, 2023 City Council Agenda Report for each such modification as identified in Los Angeles County Titles 26, 27, 28, 29, 30, 31 and 33. These modifications to the California Building Standards Code, incorporating the model codes are reasonably necessary due to the local climate, characterized by hot, dry summers and the high potential for seismic activity which make structures particularly vulnerable to rapidly spreading fires and structural damage.

(B) California State law requires localities, such as the City of La Puente, to adopt the 2022 California Building, Plumbing, Mechanical, Electrical, Green Building, Residential, and Existing Building Codes and any modifications there to, which became effective January 1, 2023. The City Council finds that it is essential and imperative that the City adopt this Ordinance, adopting by reference the above-listed Los Angeles County Code and modifications necessitated by local topographical; geological, and climatic conditions by that date. The City Council further finds that in the absence of legislation effective by that date, technical codes adequate to meet the City's special circumstances will not be in effect and hazards will be posed which would

immediately threaten the public peace, health, and safety. Accordingly, the City Council finds that this Ordinance is necessary, and is adopted for the immediate preservation of public peace, health and safety of the City and its residents.

Section 2. CEQA.

Upon independent review and consideration of the information contained in the Staff Report and the Notice of Exemption for this Ordinance, the City Council hereby finds and determines that this Ordinance does not have the potential for causing a significant effect on the environment. Accordingly, the City Council finds and determines that this Ordinance is exempt from California Environmental Quality Act (“CEQA”, Public Resources Code § 21000 *et seq.*) pursuant to the general rule in Section 15061(b)(3) of the CEQA Guidelines (Chapter 3, of Title 14, of the California Code of Regulations) that CEQA applies only to projects which have the potential for causing a significant effect on the environment and thereby the City Council approves and adopts the Notice of Exemption. The City Council further directs Staff to file the Notice of Exemption, as authorized by law.

Section 3. La Puente Municipal Code Amendment.

Section 8.05.010 (Adoption of Building Code) of Chapter 8.05 (Building Code), of Title 8 (Building Regulations) of the La Puente Municipal Code, is hereby amended to read in its entirety as follows:

8.05.010 Adoption of Building Code.

Except as hereinafter provided, Title 26 Building Code of the Los Angeles County Code, as amended and in effect on January 1, 2023, adopting the California Building Code, 2022 Edition (Part 2 of Title 24 of the California Code of Regulations) is incorporated herein by reference as if fully set forth below and shall be known and may be cited as the Building Code of the City of La Puente.

The provisions of the building code applying to dwellings, lodging houses, congregate residences, hotels, motels, apartment houses, or other uses classified as a Group R occupancy, and including Chapters 1, 2, 98 and 99 of said code, are and may be cited as the housing code of the city.

In the event of any conflict between provisions of the California Building Code, 2022 Edition, Title 26 of the Los Angeles County Code, or any amendment to the building code, as set forth in the La Puente Municipal Code, the provisions contained in the La Puente Municipal Code shall control.

A copy of Title 26 of the Los Angeles County Code and the California Building Code, 2022 Edition, have been deposited in the office of the City Clerk and shall be at all times maintained by the city clerk for use and examination by the public.

Section 4. La Puente Municipal Code Amendment.

Section 8.09.010 (Adoption of Plumbing Code) of Chapter 8.09 (Plumbing Code) of Title 8 (Building Regulations) of the La Puente Municipal Code, is hereby amended to read in its entirety as follows:

8.09.10 Adoption of Plumbing Code.

Except as hereinafter provided, Title 28, Plumbing Code, of the Los Angeles County Code, as amended and in effect on January 1, 2023, adopting the California Plumbing Code, 2022 Edition (Part 5 of Title 24 of the California Code of Regulations), is hereby incorporated herein by reference as if fully set forth below, and shall be known and may be cited as the Plumbing Code of the City of La Puente.

In the event of any conflict between provisions of the California Plumbing Code, 2022 Edition, Title 28 of the Los Angeles County Plumbing Code, or any amendment to the Plumbing Code set forth in the La Puente Municipal Code, the provisions contained in the La Puente Municipal Code shall control.

A copy of Title 28 of the Los Angeles County Code and the California Plumbing Code, 2022 Edition, have been deposited in the office of the La Puente City Clerk and shall be at all times maintained by the City Clerk for use and examination by the public.

Section 5. La Puente Municipal Code Amendment.

Section 8.13.010 (Adoption of Electrical Code) of Chapter 8.13 (Electrical Code) of Title 8 (Building Regulations) of the La Puente Municipal Code, is hereby amended to read in its entirety as follows:

8.13.010 Adoption of Electrical Code.

Except as hereinafter provided, Title 27, Electrical Code, of the Los Angeles County Code, as amended and in effect on January 1, 2023, adopting the California Electrical Code, 2022 Edition (Part 3 of Title 24 of the California Code of Regulations), is hereby incorporated herein by reference as if fully set forth below, and shall be known and may be cited as the Electrical Code of the City of La Puente.

In the event of any conflict between provisions of the California Electrical Code, 2022 Edition, Title 27 of the Los Angeles County Electrical Code, or any amendment to the Electrical Code set forth in the La Puente Municipal Code, the provisions contained in the La Puente Municipal Code shall control.

A copy of Title 27 of the Los Angeles County Code and the California Electrical Code, 2022 Edition, have been deposited in the office of the La Puente City Clerk and shall be at all times maintained by the City Clerk for use and examination by the public.

Section 6. La Puente Municipal Code Amendment.

Section 8.17.010 (Adoption of Mechanical Code) of Chapter 8.17 (Mechanical Code) of Title 8 (Building Regulations) of the La Puente Municipal Code is hereby amended to read in its entirety as follows:

8.17.010 Adoption of Mechanical Code.

Except as hereinafter provided, Title 29, Mechanical Code, of the Los Angeles County Code, as amended and in effect on January 1, 2023, adopting the California Mechanical Code, 2022 Edition (Part 4 of Title 24 of the California Code of Regulations), is hereby incorporated herein by reference as if fully set forth below, and shall be known and may be cited as the Mechanical Code of the City of La Puente.

In the event of any conflict between provisions of the California Mechanical Code, 2022 Edition, Title 29 of the Los Angeles County Mechanical Code, or any amendment to the Mechanical Code set forth in the La Puente Municipal Code, the provisions contained in the La Puente Municipal Code shall control.

A copy of Title 29 of the Los Angeles County Code and the California Mechanical Code, 2022 Edition, have been deposited in the office of the La Puente city clerk and shall be at all times maintained by the city clerk for use and examination by the public.

Section 7. La Puente Municipal Code Amendment.

Section 8.44.010 (Adoption of Residential Code) of Chapter 8.44 (Residential Code) of Title 8 (Building Regulations) of the La Puente Municipal Code is hereby amended to read in its entirety as follows:

8.44.010 Adoption of Residential Code.

Except as hereinafter provided, Title 30, Residential Code, of the Los Angeles County Code, as amended and in effect on January 1, 2023, adopting the California Residential Code, 2022 Edition (Part 2.5 of Title 24 of the California Code of Regulations), is hereby incorporated herein by reference as if fully set forth below, and shall be known and may be cited as the Residential Code of the City of La Puente.

In the event of any conflict between provisions of the California Residential Code, 2022 Edition, Title 30 of the Los Angeles County Residential Code, or any amendment to the Residential Code set forth in the La Puente Municipal Code, the provisions contained in the La Puente Municipal Code shall control.

A copy of Title 30 of the Los Angeles County Residential Code and the California Residential Code, 2022 Edition, have been deposited in the office of the La Puente city clerk and shall be at all times maintained by the city clerk for use and examination by the public.

Section 8. La Puente Municipal Code Amendment.

Section 8.48.010 (Adoption of Green Building Standards Code) of Chapter 8.48 (Green Building Standards Code) of Title 8 (Building Regulations) of the La Puente Municipal Code is hereby amended to read in its entirety as follows:

8.48.010 Adoption of Green Building Standards Code.

Except as hereinafter provided, Title 31, Green Building Standards Code, of the Los Angeles County Code, as amended and in effect on January 1, 2023, adopting the California Green Building Standards Code, 2022 Edition (Part 11 of Title 24 of the California Code of Regulations), is hereby incorporated herein by reference as if fully set forth below, and shall be known and may be cited as the Green Building Standards Code of the City of La Puente.

In the event of any conflict between provisions of the California Green Building Standards Code, 2022 Edition, Title 31 of the Los Angeles County Green Building Standards Code, or any amendment to the Green Building Standards Code set forth in the La Puente Municipal Code, the provisions contained in the La Puente Municipal Code shall control.

A copy of Title 31 of the Los Angeles County Green Building Standards Code and the California Green Building Standards Code, 2022 Edition, have been deposited in the office of the La Puente city clerk and shall be at all times maintained by the city clerk for use and examination by the public.

Section 9. La Puente Municipal Code Amendment.

Chapter 8.52 (Existing Building Code) of Title 8 (Building Regulations) of the La Puente Municipal Code is hereby added to read in its entirety as follows:

8.52.010 Adoption of Existing Building Code.

Except as hereinafter provided, Title 33, Existing Building Code, of the Los Angeles County Code, as amended and in effect on January 1, 2023, adopting the California Existing Building Code, 2022 Edition (Part 11 of Title 24 of the California Code of Regulations), is hereby incorporated herein by reference as if fully set forth below, and shall be known and may be cited as the Existing Building Code of the City of La Puente.

In the event of any conflict between provisions of the California Existing Building Code, 2022 Edition, Title 33 of the Los Angeles County Green Existing Code, or any amendment to the Existing Building Code set forth in the La Puente Municipal Code, the provisions contained in the La Puente Municipal Code shall control.

A copy of Title 33 of the Los Angeles County Existing Building Code and the California Existing Building Code, 2022 Edition, have been deposited in the office of the La Puente City Clerk and shall be at all times maintained by the City Clerk for use and examination by the public.

Section 10. La Puente Municipal Code Amendment.

Section 8.52.020 (Definitions) of Chapter 8.52 (Existing Building Code) of Title 8 (Building Regulations) of the La Puente Municipal Code, is hereby added to read in its entirety as follows:

Section 8.52.020 Definitions

Notwithstanding the provisions of Section 8.52.010 of this chapter, whenever any of the following names or terms are used in the existing building code, each name or terms shall be deemed and construed to have the meaning ascribed to it in this section as follows:

“Board of appeals” means the board of appeals as appointed by the City Council of the City of La Puente.

“Building code” means the building code of the City of La Puente as contained in Chapter 8.05 of the La Puente Municipal Code.

“Building department” means the Building and Safety Division of the City of La Puente.

“Building official” means the building official of the City of La Puente.

“County, “county of Los Angeles” or “unincorporated territory of the county of Los Angeles” means City of La Puente.

“County engineer” means the city engineer, except in such instances when the county engineer is a correct notation due to circumstances.

“Electrical code” means the electrical code of the City of La Puente as contained in Chapter 8.13 of the La Puente Municipal Code.

“Fire code” means the fire code of the City of La Puente as contained in Chapter 9.04 of the La Puente Municipal Code.

“General fund” means the city treasury of the City of La Puente.

“Health code” or “Los Angeles County Health Code” means the health code of the City of La Puente as contained in Chapter 4.04 of the La Puente Municipal Code.

“Health officer” means the health officer of the county of Los Angeles acting on behalf of the City of La Puente.

“Jurisdiction” means the City of La Puente.

“Mechanical code” means the mechanical code of the City of La Puente as contained in Chapter 8.17 of the La Puente Municipal Code.

“Plumbing code” means the plumbing code of the City of La Puente as contained in Chapter 8.13 of the La Puente Municipal Code.

“Residential code” means the residential code of the City of La Puente as contained in Chapter 8.44 of the La Puente Municipal Code.

Section 11. La Puente Municipal Code Amendment.

Section 8.52.030 (Violations-Penalties) of Chapter 8.52 (Existing Code) of Title 8 (Building Regulations) of the La Puente Municipal Code, is hereby added to read in its entirety as follows:

8.52.030 Violations – Penalties

Any person, firm or corporation violating any of the provisions of the Existing Building Code of the City of La Puente shall be deemed guilty of a misdemeanor, and each such person shall be deemed guilty of a separate offense for each and every day or portion thereof during which any violation of any of the provisions of the building code is committed, continued or permitted, and upon conviction of any such violation such person shall be punishable by a fine of not to exceed one thousand dollars or by imprisonment in the county jail for a period of not more than six months or by both such fine and imprisonment. Each day that a violation occurs shall constitute a separate offense.

Section 12. 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 13. 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 14. 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 15.

The City Clerk shall file a certified copy of this Ordinance with the California Building Standards Commission, as required by law.

Section 16. Publication.

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

PASSED, APPROVED AND ADOPTED this 24th day of January, 2023 by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk



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, Room 2001
Norwalk, CA 90650

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

Project Title: Urgency Ordinance and Non-Urgency Ordinance Adopting by Reference the California Building Standards Code 2022 and other related Los Angeles County Codes and Adopting Local Amendments Thereto

Project Location (Specific): Throughout the City

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

Description of Nature, Purpose, and Beneficiaries of Project: Ordinance(s) to adopt by reference the latest model codes of the California Building Standards Commission including Following Los Angeles County Building Codes: Titles 26 through 31 and 33 and adopting local amendments thereto.

Name of Public Agency Approving Project: City of La Puente

Name of Person or Agency Carrying Out Project: John Di Mario, Development Services Director

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:

- ☒ General Rule Exemption (14 Cal. Admin. Code §15061.)

Reasons why project is exempt: The project was determined to be covered by the general rule that the California Environmental Quality Act ("CEQA"), applies only to projects which have the potential for causing a significant effect on the environment and the City has determined that the Ordinance(s) do not have the potential for causing a significant effect on the environment. As it can be seen with certainty that there is no possibility that the proposed Ordinances will have a significant effect on the environment, and therefore the project is not subject to CEQA, pursuant to Section 15061(b)(3) of the CEQA Guidelines.

Contact Person: John Di Mario

Phone No.: (626) 855-1500

Date received for Filing:

Signature: _____

Date: _____

California Building Standards Code that are contained in this ordinance are reasonably necessary because of local climatic, geological, or topographical conditions in the County of Los Angeles due to the potential for seismic activity in the region, topographical conditions that contribute to the spread of wild fires, and climatic conditions that impact air quality and increase the risk of wild fires. Without limiting the foregoing, the County makes additional findings herein:

BUILDING CODE AMENDMENTS

Code Section	Condition	Explanation of Amendment
106.3.2, Item 2	Administrative Geologic	The greater Los Angeles/Long Beach region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. Due to the risk of geologic activities in the Southern California area, buildings and structures require a high level of performance. This existing local enforcement provision limits the height of fences built without a permit in order to reduce the chance of failure of fences that may be built improperly. Because fences that are exempt from permits are constructed without the benefit of inspection to verify that proper construction methods are used, it has been observed that fences are commonly built without proper footings and/or reinforcement, which causes leaning and collapse of the fence.
701A.1	Climatic	Clarifies the application of Chapter 7A to include additions, alterations, and/or relocated buildings. Many areas of the County have been designated as Fire Hazard Severity Zones due to low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
701A.3	Climatic	Clarifies the application of Chapter 7A to include additions, alterations, and/or relocated buildings. Many areas of the County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry

Code Section	Condition	Explanation of Amendment
		vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
701A.3.1	Climatic	Clarifies the application of Chapter 7A to include additions, alterations, and/or relocated buildings. Many areas of the County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
703A.5.2 and 703A.5.2.2	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in the County caused by low humidity, strong winds, and dry vegetation in high fire severity zones.
704A.4	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in the County caused by low humidity, strong winds, and dry vegetation in high fire severity zones.
705A.2	Climatic	Disallows the use of wood-shingle/wood-shake roofs and requires the use of Class A roof covering due to the increased risk of fire in the County caused by low humidity, strong winds, and dry vegetation in high fire severity zones.
1031.2.1	Geological	The greater Los Angeles/Long Beach region is a densely populated area having buildings constructed over and near a vast array of earthquake fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The proposed amendment is intended to prevent occupants from being trapped in a building and to allow rescue workers to easily enter after an earthquake.
Table 1507.3.7	Geological	Table amended to require proper anchorage for clay or concrete tiles from sliding or rotating due to the increased risk of significant earthquakes in the County. This amendment incorporates the design provisions developed based on detailed study of the 1994 Northridge and the 1971 Sylmar earthquakes.
1613.5 and 1613.5.1	Geological	Observed damages to one- and two-family dwellings of light frame construction after the Northridge Earthquake may have been partially attributed to vertical irregularities common to this type of occupancy and construction. In an effort to improve quality of

Code Section	Condition	Explanation of Amendment
		construction and incorporate lesson learned from studies after the Northridge Earthquake, the proposed modification to ASCE 7-16, Section 12.2.3.1, Exception 3, by limiting the number of stories and height of the structure to two stories will significantly minimize the impact of vertical irregularities and concentration of inelastic behavior from mixed structural systems. This proposed amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1613.5.2	Geological	A joint Structural Engineers Association of Southern California (SEAOSC), Los Angeles County and Los Angeles City Task Force investigated the performance of concrete and masonry construction with flexible wood diaphragm failures after the Northridge earthquake. It was concluded at that time that continuous ties are needed at specified spacing to control cross grain tension in the interior of the diaphragm. Additionally, there was a need to limit subdiaphragm allowable shear loads to control combined orthogonal stresses within the diaphragm. Recognizing the importance and need to continue the recommendation made by the task force while taking into consideration the improved performances and standards for diaphragm construction today, this proposal increases the continuous tie spacing limit to 40 ft in lieu of 25 ft and to use 75% of the allowable code diaphragm shear to determine the depth of the sub-diaphragm in lieu of the 300 plf and is deemed appropriate and acceptable. Due to the frequency of this type of failure during the past significant earthquakes, various jurisdictions within the Los Angeles region have taken this additional step to prevent roof or floor diaphragms from pulling away from concrete or masonry walls. This proposed amendment is a continuation of an amendment adopted during previous code adoption cycles.

1613.5.3	Geological	The inclusion of the importance factor in this equation has the unintended consequence of reducing the minimum seismic separation distance for important facilities such as hospitals, schools, police, and fire stations from adjoining structures. The proposal to omit the importance factor from Equation 12.12-1 will ensure that a safe seismic separation distance is provided. This proposed amendment is a continuation of an amendment adopted during previous code adoption cycles.
1613.6	Geological Topographical	Section is added to improve seismic safety of buildings constructed on or into hillsides. Due to the local topographical and geological conditions of the sites within the greater Los Angeles/Long Beach region and their probabilities for earthquakes, this technical amendment is required to address and clarify special needs for buildings constructed on hillside locations. A SEAOSC and Los Angeles City Joint Task Force investigated the performance of hillside building failures after the Northridge earthquake. Numerous hillside failures resulted in loss of life and millions of dollars in damage. These criteria were developed to minimize the damage to these structures and have been in use by both the City and County of Los Angeles for several years with much success. This amendment is a continuation of an amendment adopted during previous code adoption cycles.
1613.7	Geological	The greater Los Angeles/Long Beach region is a densely populated area having buildings constructed over and near a vast array of fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The proposed modification requiring safe design and construction requirements for ceiling suspension systems to resist seismic loads is intended to minimize the amount of damage within a building and therefore needs to be incorporated into the code to assure that new buildings and additions to existing buildings are designed and constructed in accordance with the scope and objectives of the California Building Code.

1704.6	Geological Administrative	The language in section 1704.6 of the California Building Code permits the owner to employ any registered design professional to perform structural observations with minimum guidelines. However, it is important that the registered design professional responsible for the structural design has thorough knowledge of the building he/she designed. By requiring the registered design professional responsible for the structural design, or their designee, who was involved with the design to observe the construction, the quality of the observation for major structural elements and connections that affect the vertical and lateral load resisting systems of the structure will be greatly increased. Additional requirements are provided to help clarify the role and duties of the structural observer and the method of reporting and correcting observed deficiencies to the Building Official. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1704.6.1	Geological	With the higher seismic demand placed on buildings and structures in this region, the language in section 1704.6.1, Item 3, of the California Building Code would permit many low-rise buildings and structures with complex structural elements to be constructed without the benefit of a structural observation. By requiring a registered design professional to observe the construction, the quality of the observation for major structural elements and connections that affect the vertical and lateral load resisting systems of the structure will be greatly increased. An exception is provided to permit simple structures and buildings to be excluded. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1705.3	Geological	Results from studies after the 1994 Northridge Earthquake indicated that a significant portion of the damage was attributable to lack of quality control during construction resulting in poor performance of the building or structure. Therefore, the amendment restricts the exceptions to the requirement for special

		inspection. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1705.13	Geological	In Southern California, very few detached one- or two-family dwellings not exceeding two stories above grade plane are built as "box-type" structures specially for those in hillside areas and near the oceanfront. Many with steel moment frames or braced frames, and/or cantilevered columns, can still be shown as "regular" structures by calculations. With the higher seismic demand placed on buildings and structures in this region, the language in section 1705.13, Item 3, of the California Building Code would permit many detached one- or two-family dwellings not exceeding two stories above grade plane with complex structural elements to be constructed without the benefit of special inspections. By requiring special inspections, the quality of major structural elements and connections that affect the vertical and lateral load resisting systems of the structure will be greatly increased. The exception should only be allowed for detached one- or two-family dwellings not exceeding two stories above grade plane assigned to Seismic Design Categories A, B, and C.
1807.1.4	Climatic Geological	No substantiating data has been provided to show that a wood foundation is effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effect of constant moisture in the soil and wood-destroying organisms. Wood retaining walls, when they are not properly treated and protected against deterioration, have performed very poorly and have led to slope failures. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems that may result by using wood foundations that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms.

		This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.
1807.1.6	Geological	With the higher seismic demand placed on buildings and structures in this region, it is necessary to take precautionary steps to reduce or eliminate potential problems that may result by following prescriptive design provisions that do not take into consideration the surrounding environment. Plain concrete performs poorly in withstanding the cyclic forces resulting from seismic events. In addition, no substantiating data has been provided to show that under-reinforced foundation walls are effective in resisting seismic loads, and may potentially lead to a higher risk of failure. It is important that the benefit and expertise of a registered design professional be obtained to properly analyze the structure and take these issues into consideration. This amendment is a continuation of an amendment adopted during previous code adoption cycles.
1807.2	Climatic, Geological	No substantiating data has been provided to show that wood foundation systems are effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effects of constant moisture in the soil and wood-destroying organisms. Wood foundation systems not properly treated and protected against deterioration have performed very poorly and have led to slope failures. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the precautionary steps to reduce or eliminate potential problems that may result in using wood foundation systems that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This proposed amendment is a continuation of an amendment adopted during previous code adoption cycles.

1807.3.1	Climatic, Geological	No substantiating data has been provided to show that wood foundation systems are effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effects of constant moisture in the soil and wood-destroying organisms. Wood foundation systems not properly treated and protected against deterioration have performed very poorly and have led to slope failures. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the precautionary steps to reduce or eliminate potential problems that may result in using wood foundation systems that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This proposed amendment is a continuation of an amendment adopted during previous code adoption cycles.
1809.3 and Figure 1809.3	Geological	With the higher seismic demand placed on buildings and structures in this region, it is necessary to take precautionary steps to reduce or eliminate potential problems that may result for under-reinforced footings located on sloped surfaces. Requiring minimum reinforcement for stepped footings is intended to address the problem of poor performance of plain or under-reinforced footings during a seismic event. This amendment is a continuation of an amendment adopted during previous code adoption cycles.
1809.7 and Table 1809.7	Geological	No substantiating data has been provided to show that under-reinforced footings are effective in resisting seismic loads, and therefore they may potentially lead to a higher risk of failure. This amendment requires minimum reinforcement in continuous footings to address the problem of poor performance of plain or under-reinforced footings during a seismic event. With the higher seismic demand placed on buildings and structures in this region, it is necessary to take precautionary steps to reduce or eliminate potential

		problems that may result by following prescriptive design provisions for footings that do not take into consideration the surrounding environment. It is important that the benefit and expertise of a registered design professional be obtained to properly analyze the structure and take these factors into consideration. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the performance deficiencies observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles.
1809.12	Climatic Geological	No substantiating data has been provided to show that timber footings are effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effects of constant moisture in the soil and wood-destroying organisms. Timber footings, when they are not properly treated and protected against deterioration, have performed very poorly. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems, which may result by using timber footings that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.
1810.3.2.4	Climatic Geological	No substantiating data has been provided to show that timber footings are effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effects of constant moisture in the soil and wood-destroying organisms. Timber footings, when they are not properly treated and protected against deterioration, have performed very poorly. Most contractors are

		typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems that may result by using timber footings that experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.
1905.1	Geological	This amendment is intended to carry over critical provisions for the design of concrete columns in moment frames from the legacy 1997 Uniform Building Code. Increased confinement is critical to the integrity of such columns and these modifications ensure that it is provided when certain thresholds are exceeded. In addition, this amendment carries over from the legacy 1997 Uniform Building Code a critical provision for the design of concrete shear walls. It essentially limits the use of very highly gravity-loaded walls in being included in the seismic load resisting system, since their failure could have catastrophic effect on the building. Furthermore, this amendment was incorporated in the code based on observations from the 1994 Northridge Earthquake. Rebar placed in very thin concrete topping slabs have been observed in some instances to have popped out of the slab due to insufficient concrete coverage. This modification ensures that critical boundary and collector rebars are placed in sufficiently thick topping slab to prevent buckling of such reinforcements. This proposed amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1905.1.7	Geological	This amendment requires minimum reinforcement in continuous footings to address the problem of poor performance of plain or under-reinforced footings during a seismic event. This amendment reflects the

		recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the poor performance observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
1905.1.8 through 1905.1.11	Geological	These amendments are intended to carry over critical provisions for the design of concrete columns in moment frames from the Uniform Building Code (UBC). Increased confinement is critical to the integrity of such columns and these modifications ensure that it is provided when certain thresholds are exceeded. In addition, this amendment carries over from the UBC a critical provision for the design of concrete shear walls. It essentially limits the use of very highly gravity-loaded walls from being included in the seismic load resisting system, since their failure could have a catastrophic effect on the building. Furthermore, this amendment was incorporated into this Code based on observations from the 1994 Northridge Earthquake. Rebar placed in very thin concrete topping slabs has been observed in some instances to have popped out of the slab due to insufficient concrete coverage. This modification ensures that critical boundary and collector rebars are placed in sufficiently thick slabs to prevent buckling of such reinforcements. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
2304.10.2 and Table 2304.10.2	Geological	Due to the high geologic activities in the Southern California area and the expected higher level of performance on buildings and structures, this proposed local amendment limits the use of staple fasteners in resisting or transferring seismic forces. In September 2007, limited cyclic testing data was provided to the ICC, Los Angeles Chapter Structural Code Committee, showing that stapled wood structural shear panels do not exhibit the same behavior as nailed wood structural shear panels. The test results of stapled wood structural shear panels demonstrated much lower strength and drift than nailed wood structural shear panel test results. Therefore, the use of staples as fasteners to resist or transfer seismic forces shall not be

		permitted without being substantiated by cyclic testing. This amendment is a continuation of a similar amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
2304.10.3.1	Geological	The overdriving of nails into the structural wood panels still remains a concern when pneumatic nail guns are used for wood structural panel shear wall nailing. Box nails were observed to cause massive and multiple failures of the typical 3/8-inch thick plywood during the 1994 Northridge Earthquake. The use of clipped head nails continues to be restricted from use in wood structural panel shear walls where the minimum nail head size must be maintained in order to minimize nails from pulling through sheathing materials. Clipped or mechanically driven nails used in wood structural panel shear wall construction were found to perform much worse in previous wood structural panel shear wall testing done at the University of California Irvine. The existing test results indicated that, under cyclic loading, the wood structural panel shear walls were less energy absorbent and less ductile. The panels reached ultimate load capacity and failed at substantially less lateral deflection than those using same-size hand-driven nails. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the poor performance observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
2304.12.2.8	Climatic Geological	No substantiating data has been provided to show that wood used in retaining or crib walls is effective in supporting buildings and structures during a seismic event while being subject to deterioration caused by the combined detrimental effect of constant moisture in the soil and wood-destroying organisms. Wood used in retaining or crib walls, when it is not properly treated and protected against deterioration, has performed very poorly. Most contractors are typically accustomed to construction in dry and temperate weather in the Southern California region and are not generally familiar with the necessary precautions and treatment

		of wood that makes it suitable for both seismic events and wet applications. The proposed amendment takes the necessary precautionary steps to reduce or eliminate potential problems that may result by using wood in retaining or crib walls, which experience relatively rapid decay due to the fact that the region does not experience temperatures cold enough to destroy or retard the growth and proliferation of wood-destroying organisms. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the local climate and the increased risk of significant earthquakes in the County.
2305.4	Geological	Many of the hold-down connectors currently in use do not have any acceptance report based on dynamic testing protocols. This amendment continues to limit the allowable capacity to 75% of the acceptance report value to provide an additional factor of safety for statically tested anchorage devices. Cyclic forces imparted on buildings and structures by seismic activity cause more damage than equivalent forces that are applied in a static manner. Steel plate washers will reduce the additional damage that can result when hold-down connectors are fastened to wood framing members. This amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the poor performance observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
2306.2 2306.3 2307.2 2308.6.5.1 2308.6.5.2 Figure 2308.6.5.1 and Figure 2308.6.5.2	Geological	The SEAOSC and the Los Angeles City Joint Task Force that investigated damage to buildings and structures during the 1994 Northridge Earthquake recommended reducing allowable shear values in wood structural panel shear walls or diaphragms that were not substantiated by cyclic testing. That recommendation was consistent with a report to the Governor from the Seismic Safety Commission of the State of California recommending that code requirements be "more thoroughly substantiated with testing." The allowable shear values for wood structural panel shear walls or diaphragms fastened

		with staples are based on monotonic testing and do not take into consideration that earthquake forces load shear wall or diaphragm in a repeating and fully reversible manner. In September 2007, limited cyclic testing was conducted by a private engineering firm to determine if wood structural panels fastened with staples would exhibit the same behavior as wood structural panels fastened with common nails. The test result revealed that wood structural panels fastened with staples demonstrated much lower strength and stiffness than wood structural panels fastened with common nails. It was recommended that the use of staples as fasteners for wood structural panel shear walls or diaphragms not be permitted to resist seismic forces in structures assigned to Seismic Design Categories D, E, and F unless it can be substantiated by cyclic testing. Furthermore, the cities and unincorporated areas within the greater Los Angeles/Long Beach region have taken extra measures to maintain the structural integrity of the framing of shear walls and diaphragms designed for high levels of seismic forces by requiring wood sheathing be applied directly over the framing members and prohibiting the use of panels placed over gypsum sheathing. This amendment is intended to prevent the undesirable performance of nails when gypsum board softens due to cyclic earthquake displacements and the nail ultimately does not have any engagement in a solid material within the thickness of the gypsum board. This amendment continues the previous amendment adopted during the 2007 code adoption cycle.
2308.6.8.1	Geological	With the higher seismic demand placed on buildings and structures in this region, interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. The purpose of this amendment is to limit the use of the exception to structures assigned to Seismic Design Category A, B, or C where lower seismic demands are expected. Requiring interior braced walls be supported by continuous foundations is intended to reduce or eliminate the poor performance of

		buildings or structures. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
Table 2308.6.1	Geological	This amendment specifies minimum sheathing thickness and nail size and spacing so as to provide a uniform standard of construction for designers and buildings to follow. This is intended to improve the performance level of buildings and structures that are subject to the higher seismic demands placed on buildings or structure in this region. This proposed amendment reflects the recommendations by the SEAOSC and the Los Angeles City Joint Task Force, which investigated the performance deficiencies observed in the 1994 Northridge Earthquake. This amendment is a continuation of an amendment adopted during previous code adoption cycles, and is necessary due to the increased risk of significant earthquakes in the County.
2308.6.9	Geological	Due to the high geologic activities in the Southern California area and the required higher level of performance of buildings and structures, this amendment limits the use of staple fasteners in resisting or transferring seismic forces. In September 2007, limited cyclic testing data was provided to the ICC, Los Angeles Chapter Structural Code Committee, showing that stapled wood structural shear panels do not exhibit the same behavior as nailed wood structural shear panels. The test results of stapled wood structural shear panels demonstrated much lower strength and drift than nailed wood structural shear panel test results. Therefore, the use of staples as fasteners to resist or transfer seismic forces shall not be permitted without being substantiated by cyclic testing. This amendment is a continuation of a similar amendment adopted during previous code adoption cycles.
3115; Table 3115.8.5.3	Climatic, Geologic	The greater Los Angeles/Long Beach region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, including, but not limited to, the recent 1994 Northridge Earthquake. The region is further impacted by construction of buildings and structures utilizing traditional construction materials that impact the amount of energy, air quality,

		greenhouse gas emission and construction waste in the area. The proposed amendment addresses structural design requirements specific to intermodal shipping containers, reduce environmental impact of unused and unrecycled intermodal shipping containers, and increase sustainability by reducing consumption of traditional construction materials. The proposed modification needs to be incorporated into the code to assure that new buildings and additions to existing buildings utilizing intermodal shipping containers are designed and constructed in accordance with the scope and objectives of the California Building Code and California Green Building Standards Code
Appendix C	Climatic, Geologic, Voluntary appendix	Los Angeles County is a diverse region with both densely populated urban areas and rural areas with various agricultural and animal husbandry establishments. Many areas of the County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation, particularly the rural areas, which are often used for agricultural purposes. Furthermore, the greater Los Angeles/Long Beach region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. Due to the need for agricultural buildings to perform appropriately in the County due to its geology and climate, adoption of building standards for such structures is required.
Appendix H	Climatic, Geologic, Voluntary appendix	Los Angeles County is a diverse region with both densely populated urban areas and rural areas with various signs used in the County. The Los Angeles region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. In addition, weather events occur seasonally with high winds such as the Santa Ana Winds. Due to the need for signs to perform well in the County due to its climate and geology, adoption of building standards for signs is required.
H103.1	Geologic, Administrative, Voluntary appendix	Los Angeles County is a diverse region with both densely populated urban areas and rural areas with various signs used in the County. The greater Los Angeles/Long Beach region is situated over a vast

		array of earthquake fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. This provision is amended to cross-reference to applicable legal provisions and also to ensure that signs are located in such a way as to avoid damage to adjacent structures and people given the potential for earthquakes in the County.
H103.2	Geologic, Administrative, Voluntary appendix	Los Angeles County is a diverse region with both densely populated urban areas and rural areas with various signs used in the County. The greater Los Angeles/Long Beach region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. This provision is amended to cross-reference to applicable legal provisions and also to ensure that sign projections and clearances are located in such a way as to avoid damage to adjacent structures and people given the potential for earthquakes in the County.
H104.1	Geologic, Voluntary appendix	The greater Los Angeles/Long Beach region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. Due to the risk of geologic activities in the Southern California area, buildings and structures require a high level of performance, which is directly proportional to the weight of a structure. By adding the weight of a sign to the identification placard, it will improve the ability to provide structural verification in the event of damage or future modifications.
H105.1	Administrative, Voluntary appendix	The amendment provides a cross reference to Chapter 24 for user convenience.
H106.1, H106.2	Administrative, Voluntary appendix	This change corrects a call out from the model electrical code to the relevant local electrical code and clarifies that a separate electrical permit is required for user convenience.
H110.1	Climatic, Voluntary appendix	Due to the potential for severe local weather conditions with torrential rain, it is necessary to clarify that no portions of the roof sign and supporting members may interfere with proper roof drainage to prevent the potential for roof collapse due to water accumulation.

H116	Climatic, Voluntary appendix	Due to the potential for severe local weather with high speed winds and hot, dry conditions, it is necessary that the most recent test standards as specified in Chapter 35 are adopted in lieu of the older test standards specified in Section H116. This ensures that the risk from fires is minimized.
J101.1 to J101.9	Geological Topographical Climatic	Sections revised to include erosion and sediment control measures to address the complex and diverse set of soil types and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J101.10	Geological Topographical Climatic	Section revised to maintain safety and integrity of public or private property adjacent to grading sites due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J103.1 – J103.2 and Figure J103.2	Geological Topographical Climatic	Sections revised to provide adequate control of grading operations typical to the greater Los Angeles County/Long Beach region due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J104.2.1 – J104.4	Geological Topographical Climatic	Sections revised or added to provide adequate control of grading operations typical to the greater Los Angeles County/Long Beach region due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J105.1- J105.14	Geological Topographical Climatic	Sections revised or added to provide adequate control of grading operations typical to the greater Los Angeles County/Long Beach region due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J106.1	Geological Topographical Climatic	Section revised to require more stringent cut slope ratios to address the complex and diverse set of soil types and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J107.1- J107.7	Geological Topographical Climatic	Sections revised to provide more stringent fill requirements for slope stability and settlement due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.

J107.8 – J107.9	Geological Topographical Climatic	Sections revised to provide more stringent inspection and testing requirements for fill slope stability due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J108.1 – J108.4	Geological Topographical Climatic	Sections revised to provide more stringent slope setback requirements to address the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J109.1 – J109.3	Geological Topographical Climatic	Sections revised to provide more stringent drainage and terracing requirements to address the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J109.5	Geological Topographical Climatic	Subsection added to provide for adequate outlet of drainage flows due to the diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J110.1 - J110.8.5	Geological Topographical Climatic	Sections revised or added to provide for State requirements of storm water pollution prevention and more stringent slope planting, and slope stability requirements to control erosion due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
J111	Geological Topographical Climatic	Section revised to reference additional standards for soils testing due to the complex and diverse set of soil types, climates, and geologic conditions that exist in the greater Los Angeles County/Long Beach region.
Appendix P P101.1, P102.1, P103.1, P103.4, P107.1	Administrative, Voluntary appendix Climatic Geologic Topographical	Adoption of this appendix is necessary because strict compliance with State and local standards and laws would prevent, hinder, or delay the mitigation of the effects of a declared shelter crisis, local emergency or state of emergency. The modifications to this appendix are administrative in nature, to provide clarification of various provisions of the language of this voluntary Appendix.

P106.1	Climatic	Los Angeles County is subject to extreme temperatures, and many of these membrane structures will be erected and occupied during severe weather events. It is necessary to include this amendment to ensure the safety, health, and comfort of the occupants is maintained during extreme heat and cold.
P110.1.1, P110.1.2	Administrative	These sections are a cross reference to the State Plumbing Code requirement for user convenience and is not adding a new building standard nor enacting a more restrictive requirement. To the extent findings are requested, see prefatory language in this Section.
P110.3	Climatic, Voluntary appendix	The County may utilize mobile restroom facilities that are physically separate from the living facilities. Due to the potential for severe local weather conditions, with extreme temperatures or torrential rain, the distance to the restroom facilities required for the comfort, safety, and health of displaced people should be reduced to 300 feet or as determined by the Building Official.

SECTION 92. This ordinance shall become operative on January 1, 2023.

[TITLE26BUILDINGCODE2022CSCC]

or topographical conditions in the County of Los Angeles, as more particularly described in the table set forth below.

TABLE

ELECTRICAL CODE AMENDMENTS		
CODE SECTION	CONDITION	EXPLANATION
220.41	Climatic	The County of Los Angeles is a densely populated area with varying and occasionally immoderate temperatures and weather conditions. This creates the need for highly efficient buildings to reduce demand on the electrical grid and, in turn, reduce the use of fossil fuels and improve air quality. The proposed amendment will provide a cost-effective means for homeowners to increase energy savings and reduce the demand on the electrical grid by requiring the installation of an energy storage system for current or future use, with minimal need for additional construction and modification of the existing electrical system.

SECTION 5. This ordinance shall become operative on January 1, 2023.

[TITLE27ELECTRICALCODE2022CSCC]

SECTION 28. The provisions of this ordinance contain various changes, modifications, and additions to the 2022 California Plumbing Code. Some of those changes are administrative in nature in that they do not constitute changes or modifications to requirements contained in the building standards published in the California Building Standards Code.

Pursuant to California Health and Safety Code sections 17958.5, 17958.7, and 18941.5, the Board of Supervisors hereby expressly finds that all of the changes and modifications to requirements contained in the building standards published in the California Building Standards Code that are contained in this ordinance are reasonably necessary because of local climatic, geological, or topographical conditions in the County of Los Angeles due to the potential for seismic activity in the region, topographical conditions that contribute to the spread of wild fires, and climatic conditions that impact air quality and increase the risk of wild fires. Without limiting the foregoing, the County makes additional findings herein:

PLUMBING CODE AMENDMENTS

CODE SECTION	CONDITION	EXPLANATION
Section 304.1	Geological Topographical Climatic	The County of Los Angeles is a densely populated area with buildings constructed within a region where water is scarce and domestic water service is impacted by immoderate and varying weather conditions, including periods of extended drought. The proposed measures will require buildings to be more water efficient and allow greater conservation of domestic water due to these local conditions.

Sections 601.2.3	Geological Topographical Climatic	The County of Los Angeles is a densely populated area with buildings constructed within a region where water is scarce and domestic water service is impacted by immoderate and varying weather conditions, including periods of extended drought. The proposed measures will require buildings to be more water efficient and allow greater conservation of domestic water due to these local conditions.
Section 721.3	Geological Topographical	To allow for the proper operation of existing Los Angeles County sewer infrastructure and establish consistency with Title 20 – Utilities – of the Los Angeles County Code, Division 2 (Sanitary Sewers and Industrial Waste) due to local soil conditions and topography.
Sections 728.1 to 728.6	Geological Topographical	To allow for the proper operation of existing Los Angeles County sewer infrastructure and establish consistency with Title 20 – Utilities – of the Los Angeles County Code, Division 2 (Sanitary Sewers and Industrial Waste) due to local soil conditions and topography.
Table H 101.8	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions and to provide protections for native, protected oak trees that are consistent with Title 22 – Zoning and Planning – of the Los Angeles County Code, Chapter 22.174 (Oak Tree Permits).
Table H 201.1(1)	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions, sewer capacity, and sewage treatment.
Table H 201.1(2)	Geological Topographical	To establish consistency with requirements of the County Health Department for sewer capacity and sewage treatment due to local soil conditions.
Table H 201.1(3)	Geological Topographical	To establish consistency with requirements of the County Health Department for sewer capacity and sewage treatment due to local soil conditions.

Table H 201.1(4)	Geological Topographical	To establish consistency with requirements of the County Health Department for sewer capacity and sewage treatment due to local soil conditions.
Section H 301.1	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 401.3	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 601.5	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 601.8	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 701.2	Geological Topographical	To establish more restrictive requirements for protection of local groundwater due to local soil conditions.
Section H 1001.1	Geological	To establish more restrictive requirements to prevent earth movement based on local soil and seismic conditions.
Section H 1101.6	Geological	To establish more restrictive requirements to prevent earth movement based on local soil and seismic conditions.

Appendix S	Climatic	To establish requirements for solar thermal energy systems based on provisions in the Uniform Solar, Hydronics and Geothermal Code (USHGC), which is developed by the International Association of Plumbing and Mechanical Officials. The County of Los Angeles is a densely populated area, with elevated levels of greenhouse gas emissions. Standards to regulate the installation of solar thermal energy systems will facilitate safe and efficient installations of these systems to improve local air quality, thereby improving the health of the County's residents, businesses and visitors.
------------	----------	--

SECTION 29. This ordinance shall become operative on January 1, 2023.

[TITLE28PLUMBINGCODE2022CSCC]

conditions that impact air quality and increase the risk of wild fires. Without limiting the foregoing, the County makes additional findings herein:

TABLE

MECHANICAL CODE AMENDMENTS		
CODE SECTION	CONDITION	EXPLANATION
501.1	Climatic	Additional Health Department requirements are necessary due to local air quality concerns.
510.1.6	Geological	High geologic activities, such as seismic events, in the Southern California area necessitate this local amendment for bracing and support.
603.7.1.1	Geological	High geologic activities, such as seismic events, in the Southern California area necessitate this local amendment for bracing and support.
1114.4	Geological	High geologic activities, such as seismic events, in the Southern California area necessitate this local amendment to reduce damage and potential for toxic refrigerant release during a seismic event caused by shifting equipment and to minimize impacts to the sewer system in such an event.

SECTION 13. This ordinance shall become operative on January 1, 2023.

[TITLE29MECHANICALCODE2022CSCC]

County of Los Angeles due to the potential for seismic activity in the region, topographical conditions that contribute to the spread of wild fires, and climatic conditions that impact air quality and increase the risk of wild fires. Without limiting the foregoing, the County makes additional findings herein:

Code Section	Condition	Explanation of Amendment
R301.1.3.2	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. After the 1994 Northridge Earthquake, the Wood Frame Construction Joint Task Force recommended that the quality of woodframe construction needed to be greatly improved. The Task Force recommended that structural plans be prepared by the engineer or architect so that plan examiners, building inspectors, contractors, and special inspectors may logically follow and construct the seismic force-resisting systems as presented in the construction documents. For buildings or structures located in Seismic Design Category D₀, D₁, D₂, or E that are subject to a greater level of seismic forces, the requirement to have a California licensed architect or engineer prepare the construction documents is intended to minimize or reduce structural deficiencies that may cause excessive damage or injuries in woodframe buildings. Involvement of a registered professional will minimize the occurrence of structural deficiencies such as plan and vertical irregularities, improper shear transfer of the seismic force-resisting system, missed details or connections important to the structural system, and the improper application of the prescriptive requirements of the California Residential Code.

R301.1.5	Geological Topographical	Due to the local topographical and geological conditions of the sites within the greater Los Angeles region and their susceptibility to earthquakes, this technical amendment is required to address and clarify special needs for buildings constructed on hillside locations. A joint Structural Engineers Association of Southern California (SEAOSC) and Los Angeles City Joint Task Force investigated the performance of hillside building failures after the Northridge Earthquake. Numerous hillside failures resulted in loss of life and millions of dollars in damage. These criteria were developed to minimize the damage to these structures and have been in use by the City and County of Los Angeles for several years.
R301.2.2.6	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Due to the high geologic activities in the Southern California area and the necessary higher level of performance required for buildings and structures, this local amendment limits the type of irregular conditions as specified in the 2022 California Residential Code. Such limitations are recommended to reduce structural damage in the event of an earthquake. The County of Los Angeles and cities in this region have implemented these extra measures to maintain the structural integrity of the framing of the shear walls and all associated elements when designed for high levels of seismic loads.
R301.2.2.11	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Due to the high geologic activity in the Southern California area and the necessary higher level of performance required for buildings and structures, this local amendment limits the potential anchorage and supporting frame failure resulting from additional weight. There is no limitation for weight of mechanical and plumbing fixtures and equipment in the International Residential Code. Requirements from ASCE 7 and the International Building Code would permit equipment weighing up to 400 lbs. when mounted at 4 feet or less above the floor or attic level without engineering design. Where equipment exceeds this requirement, it is the intent of this

		amendment that a registered design professional be required to analyze if the floor support is adequate and structurally sound.
Table R302.1(2)	Climatic	This amendment will not allow unprotected openings (openings that do not resist the spread of fire) to be in the exterior wall of a residential building that is located on a property line. This amendment is necessary due to local climatic conditions. The hot, dry weather conditions of late summer in combination with the Santa Ana winds creates an extreme fire danger. Residential buildings with unprotected openings located on a property line may permit fires to spread from the inside of the building to adjacent properties and likewise from exterior properties to the interior of the building.
R337.1.1	Climatic	Extends the application of Chapter R337 to include additions, alterations, and/or relocated buildings. Many areas of Los Angeles County have been designated as Fire Hazard Severity Zones due to low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
R337.1.3	Climatic	Extends the application of Chapter R337 to include additions, alterations, and/or relocated buildings. Many areas of Los Angeles County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
R337.1.3.1	Climatic	Extends the application of Chapter R337 to include additions, alterations, and/or relocated buildings. Many areas of Los Angeles County have been designated as Fire Hazard Severity Zones due to the increased risk of fire caused by low humidity, strong winds, and dry vegetation. Additions, alterations, and/or relocated buildings have the same fire risk as new buildings.
R337.3.5.2	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in Los Angeles County caused by low humidity, strong winds, and dry vegetation in Fire Hazard Severity Zones.

R337.3.5.2.2	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in Los Angeles County caused by low humidity, strong winds, and dry vegetation in Fire Hazard Severity Zones.
R337.4.4	Climatic	Disallows the use of wood-shingle/wood-shake roofs due to the increased risk of fire in Los Angeles County caused by low humidity, strong winds, and dry vegetation in Fire Hazard Severity Zones.
R337.5.2	Climatic	Disallows the use of wood-shingle/wood-shake roofs and requires the use of Class A roof covering due to the increased risk of fire in Los Angeles County caused by low humidity, strong winds, and dry vegetation in Fire Hazard Severity Zones.
R401.1	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Wood foundations, even those that are preservative-treated, encounter a higher risk of deterioration when contacting the adjacent ground. The required seismic anchorage and transfer of lateral forces into the foundation system necessary for 2-story structures and foundation walls could become compromised at varying states of wood decay. In addition, global structure overturning moment and sliding resistance is reduced when utilizing wood foundations as opposed to conventional concrete or masonry systems. However, non-occupied, single-story storage structures pose significantly less risk to human safety and may utilize the wood foundation guidelines specified in this Chapter.

R403.1.2 R403.1.3.6 R403.1.5 Figure R403.1.5	Climatic Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. These amendments require minimum reinforcement in continuous footings and stepped footings to address the problem of poor performance of plain or under-reinforced footings during a seismic event. These amendments implement the recommendations of SEAOSC and the Los Angeles City Joint Task Force resulting from their investigation of the 1994 Northridge Earthquake. Interior walls can easily be called upon to resist over half of the seismic loading imposed on simple buildings or structures. Without a continuous foundation to support the braced wall line, seismic loads would be transferred through other elements such as non-structural concrete slab floors, wood floors, etc. Requiring interior braced walls to be supported by continuous foundations is intended to reduce or eliminate the poor performance of buildings or structures.
R404.2	Climatic Geological	No substantiating data has been provided to show that wood foundations are effective in supporting structures and buildings during a seismic event while being subject to deterioration caused by the presence of water and other materials detrimental to wood foundations in the soil. Wood foundations, when they are not properly treated and protected against deterioration, have performed very poorly and have led to slope failures. Most contractors are typically accustomed to construction in dry weather in the Southern California region and are not generally familiar with the necessary precautions and treatment of wood that makes it suitable for both seismic events and wet applications. With the higher seismic demand placed on buildings and structures in this region, coupled with the dryer weather conditions, it is the intent of this amendment to reduce or eliminate potential problems resulting from the use of wood footings and foundations.

R501.2	Geological	Due to the high geologic activities in the Southern California area and the necessary higher level of performance required for buildings and structures, this local amendment limits the potential anchorage and supporting frame failure resulting from additional weight. There is no limitation for weight of mechanical and plumbing fixtures and equipment in the International Residential Code. Requirements from ASCE 7 and the International Building Code would permit equipment weighing up to 400 lbs. when mounted at 4 feet or less above the floor or attic level without engineering design. Where equipment exceeds this requirement, it is the intent of this amendment that a registered design professional be required to analyze if the floor support is adequate and structurally sound.
R503.2.4 Figure R503.2.4	Geological	Section R502.10 of the Code does not provide any prescriptive criteria to limit the maximum floor opening size, nor does Section R503 provide any details to address the issue of shear transfer near larger floor openings. With the higher seismic demand placed on buildings and structures in this region, it is important to ensure that a complete load path is provided to reduce or eliminate potential damage caused by seismic forces. Requiring blocking with metal ties around larger floor openings and limiting opening size is consistent with the requirements of Section R301.2.2.2.5.
Table R602.3(1) Table R602.3(2)	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. In September 2007, limited cyclic testing data was provided to the ICC Los Angeles Chapter Structural Code Committee showing that stapled wood structural shear panels do not exhibit the same behavior as the nailed wood structural shear panels. The test results of the stapled wood structural shear panels demonstrated lower strength and drift than the nailed wood structural shear panel test results. Therefore, the use of staples as fasteners for shear walls sheathed with other materials shall not be permitted without being substantiated by cyclic testing.

R602.3.2 Table R602.3.2	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads by eliminating single top plate construction. The performance of modern day braced wall panel construction is directly related to an adequate load path extending from the roof diaphragm to the foundation system.
R602.10.2.3	Geological	The greater Los Angeles region is a densely populated area having buildings and structures constructed over and near a vast array of fault systems capable of producing major earthquakes, including, but not limited, to the 1994 Northridge Earthquake. Plywood shear walls with high aspect ratio experienced many failures during the Northridge Earthquake. This proposed amendment specifies a minimum braced wall length to meet an aspect ratio consistent with other sections of the California Residential Code, and to assure that new buildings and additions to existing buildings are designed and constructed in accordance with the scope and objectives of the California Residential Code. This is intended to improve the performance level of buildings and structures that are subject to the higher seismic demands and reduce and limit potential damage to property. This proposed amendment reflects the recommendations by SEAOSC and the Los Angeles City Joint Task Force that investigated the poor performance observed during the 1994 Northridge Earthquake.

Table R602.10.3(3)	Geological	Due to the high geologic activities in the Southern California area and the necessary higher level of performance of buildings and structures, this local amendment reduces or eliminates the allowable shear values for shear walls sheathed with lath, plaster, or gypsum board. The poor performance of such shear walls sheathed with other materials in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads.
Table R602.10.4	Geological	3/8" thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. This amendment specifies minimum WSP sheathing thickness and nail size and spacing, so as to provide a uniform standard of construction to improve the performance level of buildings and structures, given the potential for higher seismic demands placed on buildings or structure in this region. This proposed amendment reflects the recommendations by SEAOSC and the Los Angeles City Joint Task Force following the 1994 Northridge Earthquake. In September 2007, cyclic testing data was provided to the Los Angeles Chapter Structural Code Committee showing that stapled wood structural shear panels underperformed nailed wood structural shear panels. Test results of the stapled wood structural shear panels appeared much lower in strength and drift than the nailed wood structural shear panel test results.

Table R602.10.5	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The poor performance of such shear walls sheathed in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity with respect to the "maximum shear wall aspect ratios" of the framing of the shear walls when designed for high levels of seismic loads. This amendment is consistent with the shear wall aspect ratio provision of Section 4.3.4 of AWC SDPWS-2015.
Figure R602.10.6.1	Geological	3/8" thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. The poor performance of shear walls in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. Box nails were observed to cause massive and multiple failures of the typical 3/8" thick 3 ply-plywood during the Northridge Earthquake. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads. The performance of modern day braced wall panel construction is directly related to an adequate load path extending from the roof diaphragm to the foundation system.
Figure R602.10.6.2	Geological	3/8" thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. The poor performance of such shear walls in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads. Box nails were observed to cause massive and multiple failures of typical 3/8-inch thick plywood during the Northridge Earthquake. This change to the minimum lap splice requirement is consistent with Section 12.16.1 of ACI 318-11. This amendment is a continuation of amendments adopted during prior Code adoption cycles.

Figure R602.10.6.4	Geological	3/8" thick 3 ply-plywood shear walls experienced many failures during the Northridge Earthquake. The poor performance of such shear walls in the 1994 Northridge Earthquake was investigated by SEAOSC and the Los Angeles City Joint Task Force. The County of Los Angeles and cities in this region have taken extra measures to maintain the structural integrity of the framing of the shear walls when designed for high levels of seismic loads. The proposal in which "washers shall be a minimum of 0.229 inch by 3 inches by 3 inches in size" is consistent with Section R602.11.1 of the California Residential Code and Section 2308.3.1 of the California Building Code. This amendment is a continuation of amendments adopted during prior Code adoption cycle.
R606.4.4	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The addition of the word "or" will prevent the use of unreinforced parapets in Seismic Design Category D ₀ , D ₁ , or D ₂ , or on townhouses in Seismic Design Category C.
R606.12.2.2.3	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. Reinforcement using longitudinal wires for buildings and structures located in high seismic areas is not as ductile as deformed rebar. Having vertical reinforcement closer to the ends of masonry walls helps to improve the seismic performance of masonry buildings and structures.
R803.2.4	Geological	Section R802 of the Code does not provide any prescriptive criteria to limit the maximum size of roof openings, nor does Section R803 provide any details to address the issue of shear transfer near larger roof openings. With the higher seismic demand placed on buildings and structures in this region, it is important to ensure that a complete load path is provided to reduce or eliminate potential damage caused by seismic forces. Requiring blocking with metal ties around larger roof openings and limiting the size of openings is consistent with the requirements of Section R301.2.2.6.

R1001.3.1	Geological	Los Angeles County is prone to seismic activity due to the existence of active faults in the Southern California area. The performance of fireplaces/chimneys without anchorage to the foundation has been observed to be inadequate during major earthquakes. The lack of anchorage to the foundation results in overturn or displacement.
Appendix AZ AZ101.1, AZ102.1, AZ103.1, AZ103.4, AZ107.1	Administrative, Voluntary Appendix Climatic Geologic Topographical	Adoption of this appendix is necessary because strict compliance with state and local standards and laws would prevent, hinder, or delay the mitigation of the effects of a declared shelter crisis or other emergency. The modifications to this appendix are administrative in nature, to provide clarification of various provisions of the language of this voluntary Appendix.
AZ106.1	Climatic, Voluntary Appendix	Los Angeles County is subject to extreme temperatures, and many of these membrane structures will be erected and occupied during severe weather events. It is necessary to include this amendment to ensure the safety, health, and comfort of the occupants is maintained during extreme heat and cold.
AZ110.1.1, AZ110.1.2	Administrative, Voluntary Appendix	These sections are simply a cross reference to the State Plumbing Code requirement for user convenience and is not adding a new building standard nor enacting a more restrictive requirement. To the extent findings are requested, see prefatory language in this Section.
AZ110.3	Climatic, Voluntary Appendix	The County may utilize mobile restroom facilities that are physically separate from the living facilities. Due to the potential for severe local weather conditions, with extreme temperatures or torrential rain, the distance to the restroom facilities required for the comfort, safety, and health of displaced people should be reduced to 300 feet or as determined by the Building Official.

SECTION 61. This ordinance shall become operative on January 1, 2023.

[TITLE30RESIDENTIALCODE2022CSCC]

GREEN BUILDING STANDARDS CODE AMENDMENTS		
CODE SECTION	CONDITION	EXPLANATION
301.1, 301.1.1	Climatic and Topographic	Environmental resources in the County of Los Angeles are scarce due to varying, and occasionally immoderate, temperatures and weather conditions. Expanding the scope of the mandatory requirements of this Code for all residential additions and alterations, and for residential buildings of seven stories or greater in height, will achieve a greater reduction in greenhouse gases, higher efficiencies of energy, water, and material usage, and improved environmental air quality.
301.3, 301.3.3	Climatic and Topographic	Environmental resources in the County of Los Angeles are scarce due to varying, and occasionally immoderate, temperatures and weather conditions. Expanding the scope of the mandatory requirements of this Code for nonresidential buildings and residential buildings of seven stories or greater in height that are greater than or equal to 25,000 square feet in floor area will achieve a greater reduction in greenhouse gases, higher efficiencies of energy, water, and material usage, and improved environmental air quality.
4.106.4.1, 4.106.4.1.1, 4.106.4.2, 4.106.4.2.1, 4.106.4.2.2, 4.106.4.2.3	Climatic	The County of Los Angeles is a densely populated area with elevated levels of greenhouse gas emissions. The proposed modification to increase the number of EV charging spaces and stations will help to promote the use of electric vehicles and significantly reduce local air and noise pollution and greenhouse gas emissions, thereby improving the health of the County's residents, businesses, and visitors.
4.106.5	Climatic and Topographic	The County of Los Angeles is a densely populated area having residential buildings constructed within a region where water is scarce and maintaining storm water runoff quality is required. The proposed low-impact development measures

GREEN BUILDING STANDARDS CODE AMENDMENTS		
CODE SECTION	CONDITION	EXPLANATION
		will allow greater conservation of rain water, increase in groundwater recharge, reduction of storm water runoff, and improvement in storm water runoff quality.
4.106.6, 4.106.6.1, 4.106.6.2, 4.106.6.3, Table 4.106.6(1) Table 4.106.6(2)	Climatic	Environmental resources in the County of Los Angeles are scarce due to varying, and occasionally immoderate, temperatures and weather conditions. Adding mandatory requirements for cool roofs for residential occupancies will achieve a greater reduction in greenhouse gases, higher efficiencies of energy, and improved environmental air quality.
5.106.3	Climatic and Topographic	The County of Los Angeles is a densely populated area having buildings constructed within a region where water is scarce and maintaining storm water runoff quality is required. The proposed low-impact development measures will allow greater conservation of rain water, increase in groundwater recharge, reduction of storm water runoff, and improvement in storm water runoff quality.
Table 5.106.5.3.1	Climatic	The County of Los Angeles is a densely populated area with elevated levels of greenhouse gas emissions. The proposed modification to increase the number of EV charging spaces and stations will help to promote the use of electric vehicles and significantly reduce local air and noise pollution and greenhouse gas emissions, thereby improving the health of the County's residents, businesses, and visitors.
5.106.11, 5.106.11.1, 5.106.11.2, 5.106.11.3, Table 5.106.11	Climatic	Environmental resources in the County of Los Angeles are scarce due to varying, and occasionally immoderate, temperatures and weather conditions. Adding mandatory requirements for cool roofs for nonresidential occupancies will achieve a greater reduction in greenhouse gases, higher efficiencies of energy, and improved environmental air quality.

GREEN BUILDING STANDARDS CODE AMENDMENTS		
CODE SECTION	CONDITION	EXPLANATION
A5.601.1	Climatic and Topographic	Environmental resources in the County of Los Angeles are scarce due to varying, and occasionally immoderate, temperatures and weather conditions. Expanding the scope of the mandatory requirements of this Code for nonresidential buildings and residential buildings of seven stories or greater in height that are greater than or equal to 25,000 square feet in floor area will achieve a greater reduction in greenhouse gases, higher efficiencies of energy, water, and material usage, and improved environmental air quality.

SECTION 27. This ordinance shall become operative on January 1, 2023.

[TITLE31GREENBUILDSTANDCODE2022CSCC]

SECTION 11. The provisions of this ordinance contain various changes, modifications, and additions to the 2022 Edition of the California Existing Building Code. Some of these changes are administrative in nature in that they do not constitute changes or modifications to requirements contained in the building standards published in the California Existing Building Code.

Pursuant to California Health and Safety Code sections 17958.5, 17958.7, and 18941.5, the Board of Supervisors hereby expressly finds that all of the changes and modifications to requirements contained in the building standards published in the California Building Standards Code contained in this ordinance are reasonably necessary because of local climatic, geological, or topographical conditions in the County of Los Angeles due to the potential for seismic activity in the region, topographical conditions that contribute to the spread of wild fires, and climatic conditions that impact air quality and increase the risk of wild fires. Without limiting the foregoing, the County makes additional findings herein:

EXISTING BUILDING CODE AMENDMENTS		
CODE SECTION	CONDITION	EXPLANATION
302.6.1 to 302.6.3	Geologic	The greater Los Angeles/Long Beach region is a densely populated area having buildings constructed over and near a vast array of fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The purpose of the amendments is to prevent inadequate construction or bracing to increase resistance to horizontal forces, thus minimizing hazards to life or property in the event of an earthquake.

302.7	Geologic	The greater Los Angeles/Long Beach region is a densely populated area having buildings constructed over and near a vast array of fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The purpose of the amendment is to minimize injuries caused by shattering glass in the event of an earthquake.
A401.2	Geologic, Administrative, Voluntary Appendix	The greater Los Angeles/Long Beach region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The purpose of this amendment is to provide voluntary building standards to constituents that are performing seismic retrofitting for existing structures.
A404.1	Administrative, Geologic, Voluntary Appendix	The greater Los Angeles/Long Beach region is situated over a vast array of earthquake fault systems capable of producing major earthquakes, including, but not limited to, the 1994 Northridge Earthquake. The purpose of this amendment is to provide voluntary building standards to constituents that are performing seismic retrofitting for existing structures. Due to these factors, the County requires a licensed architect or engineer stamp and approval of the construction documents.

SECTION 12. This ordinance shall become operative on January 1, 2023.

[TITLE33EXISTINGBUILD2022CSCC]

RESOLUTION NO. 23-5770

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE ALLOWING CERTAIN CLAIMS AND
DEMANDS IN THE AMOUNT \$1,495,149.21 (WARRANT
REGISTER 1543)**

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 9086 through 9199 ACH(s) numbered 478 through 487, and Draft numbered 01857 through 01865 except for voided warrants 9131 and 9133 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 10th day of January 2023, by the following vote:

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

ATTEST:

Charlie Klinakis, Mayor

Sheryl Garcia, City Clerk



City of La Puente

Check Register Report

By Payment Number
Payment Dates 12/6/2022 - 12/30/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
478	12/9/2022	MERALE	ALEXANDER MEDINA MERKEL		36.95
	INV0008299	EMPLOYEE LUNCH REIM-MERKEL MEDINA		100-1130-53972	36.95
479	12/9/2022	ALTALANG	ALTA LANGUAGE SERVICES, INC.		121.00
	IS625300	BL TESTING		100-1135-53406	121.00
480	12/9/2022	ENTFMT	ENTERPRISE FM TRUST		9,619.98
	FBN4613448	12/22 VEHICLE MTCE		555-3150-53812	1,233.16
	FBN4613448	12/22 VEHICLE LEASE		555-3150-53912	8,386.82
481	12/9/2022	MARTOR	MARTHA TORRES		114.62
	INV0008297	LUNCH SUPPLIES REIM-TORRES		100-1130-53976	114.62
482	12/9/2022	MELMAN	ULPIANO SERGIO REYES		20,000.00
	INV0008337	EDUTAINMENT ARTS PROGRAM		263-3320-53111	20,000.00
483	12/16/2022	ALTALANG	ALTA LANGUAGE SERVICES, INC.		858.75
	IN613162	9/13 SPANISH INTERPRETATION SVC		100-1120-53111	858.75
484	12/16/2022	LANWEST	LANDSCAPE WEST MANAGEMENT SERVICES INC		8,305.96
	10760	11/22 SR CENTER LANDSCAPE SVC		100-4130-53814	176.91
	10760	11/22 MEDIANS LANDSCAPE SVC		200-3120-53814	5,679.18
	10760	11/22 ELLIOT PLACE TR LANDSCAPE SVC		200-3120-53814	265.15
	10760	11/22 CH LANDSCAPE SVC		285-3330-53814	2,184.72
485	12/16/2022	TANKO	TANKO LIGHTING		2,775.50
	68620	11/22 TS MTCE		285-3330-53111	1,620.00
	68640	ST LIGHT REPAIR		285-3330-53111	1,155.50
486	12/20/2022	SEIU	COPE FUND		10.00
	INV0008292	COPE FUND CONTRIBUTION		100-20380	2.84
	INV0008292	COPE FUND CONTRIBUTION		260-20380	2.16
	INV0008370	COPE FUND CONTRIBUTION		100-20380	2.35
	INV0008370	COPE FUND CONTRIBUTION		260-20380	2.65
487	12/20/2022	SEIU	SEIU - LOCAL 721		1,117.80
	INV0008291	EMPLOYEE DUES		100-20380	412.38
	INV0008291	EMPLOYEE DUES		200-20380	19.45
	INV0008291	EMPLOYEE DUES		203-20380	4.12
	INV0008291	EMPLOYEE DUES		205-20380	2.59
	INV0008291	EMPLOYEE DUES		210-20380	34.34
	INV0008291	EMPLOYEE DUES		215-20380	2.03
	INV0008291	EMPLOYEE DUES		260-20380	22.46
	INV0008291	EMPLOYEE DUES		263-20380	8.75
	INV0008291	EMPLOYEE DUES		285-20380	42.11
	INV0008369	EMPLOYEE DUES		100-20380	417.83
	INV0008369	EMPLOYEE DUES		200-20380	24.69
	INV0008369	EMPLOYEE DUES		203-20380	3.05
	INV0008369	EMPLOYEE DUES		205-20380	3.05
	INV0008369	EMPLOYEE DUES		210-20380	35.38
	INV0008369	EMPLOYEE DUES		215-20380	1.78
	INV0008369	EMPLOYEE DUES		260-20380	26.93
	INV0008369	EMPLOYEE DUES		263-20380	26.20
	INV0008369	EMPLOYEE DUES		285-20380	30.66

Check Register Report

Payment Dates: 12/6/2022 - 12/30/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
9086	12/9/2022 24045341	4IMPR LANYARDS & BADGE HOLDERS	4IMPRINT	100-1150-53011	654.79 654.79
9087	12/9/2022 12125	ALEXSAUTO WINDOW TINTING SVC	ALEX'S AUTO GLASS	555-3150-53812	640.00 640.00
9088	12/9/2022 ALFARO 01 ALFARO 01	ALFCOM RETENTION - BUS SHELTER REPLACEMENT PP #1 BUS SHELTER REPLACEMENT PP #1	ALFARO COMMUNICATIONS CONSTRUCTION	210-20220 210-5547-59300	132,240.00 -6,960.00 139,200.00
9089	12/9/2022 13QX-XQYW-DNTF 1FMK-HLTR-3YGH 1JVF-FL9R-1C3T	AMABUS BLACKMAGIC SMART VIDEOHUB IT EQUIPMENT CAMERA RODS	AMAZON CAPITAL SERVICES INC	275-1125-53998 550-6100-53018 275-1125-53998	1,886.14 1,608.32 175.90 101.92
9090	12/9/2022 02435	ANGAUD Sound - Holiday Parade	ANGELCOM AUDIO	100-4140-53979	4,395.00 4,395.00
9091	12/9/2022 INV0008309	AYLANT REFUND-COUNTY JURISDICTION	ANTONIA AVILA AYLA	100-42140	120.00 120.00
9092	12/9/2022 8804	ANTINC NETWORK AND SERVER MTCE	ANTROPY, INC	550-6100-53111	2,762.50 2,762.50
9093	12/9/2022 32-0000063	ACSGRO CH-WINDOW TINTING	ASSOCIATED CONSTRUCTION SERVICES GROUP	100-1150-53813	2,865.00 2,865.00
9094	12/9/2022 000019125714 000019125715 000019125716 000019125717	ATT 10/28-11/27 PHONE-SR CENTER 10/28-11/27 PHONE - MTCE YARD ALARM 10/28-11/27 PHONE - CH FAX LINE 10/28-11/27 PHONE - CITY HALL LINE	AT&T	100-4130-53715 285-3330-53715 100-1150-53715 100-1150-53715	421.62 65.92 21.98 89.99 243.73
9095	12/9/2022 INV0008317	AZ DESIGN HOODIES - BEAUTIFICATION	AZ DESIGNS	263-3320-53012	767.18 767.18
9096	12/9/2022 8406001997	CINTA FIRST AID RESTOCK-ALL FACILITIES	CINTAS CORPORATION #693	100-1150-53011	1,575.10 1,575.10
9097	12/9/2022 77426127	CONCEN PRE EMPLOYMENT PHYSICAL	CONCENTRA	263-3320-53406	226.00 226.00
9098	12/9/2022 738225	DOUPLA LUNCH-HOLIDAY PARADE	DOUBLE PLAY PIZZA	100-4140-53979	484.25 484.25
9099	12/9/2022 INV0008314 INV0008318 INV0008319 INV0008320 INV0008321	EDISON 10/27-11/28 ELEC-YLAC 10/27-11/28 ELEC - 15614 TEMPLE AVE 11/01-11/30 ELEC - 1744 ST LIGHTS LS-1/OPTION E 10/27-11/28 ELEC - 14416 AMAR RD TC1 10/06-11/20 ELEC - 13798 TEMPLE AVE	EDISON CO	100-4110-53712 285-3330-53712 285-3330-53712 200-3120-53713 200-3120-53713	15,488.17 1,857.75 1,903.89 11,639.93 65.49 21.11
9100	12/9/2022 CD2308003559	EXPERI 11/22 CREDIT REPORT SVC	EXPERIAN	100-3320-53111	27.00 27.00
9101	12/9/2022 INV0008301	EXTOFF 12/22 PHONE SERVICE	EXTENDED OFFICE SOLUTIONS INC	100-1150-53715	571.95 571.95
9102	12/9/2022 INV-4200	FLOSAF ALPR CAMERAS (40)	FLOCK SAFETY	240-2100-53111	100,000.00 100,000.00
9103	12/9/2022 10717777	GARDA 12/22 ARMORED TRANS SVC	GARDAWORLD	100-1130-53111	520.38 520.38

Check Register Report

Payment Dates: 12/6/2022 - 12/30/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
9104	12/9/2022 INV0008307	GOVMEM FY 21/22 CAFR AWARD	GOVERNMENT FINANCE	100-1130-53111	530.00 530.00
9105	12/9/2022 INV0008336	BUCJAN PRE EMPLOYMENT LIVE SCAN REIM-BUCKBAND	JANDEREE BUCKBAND	100-1135-53406	37.00 37.00
9106	12/9/2022 INV0008316	MERJAS A/C REIM - MERCADO	JASON MERCADO	100-42140	15.00 15.00
9107	12/9/2022 INV0008300	BUCJEF LUNCH MTG REIM-GRUNKLEE	JEFFREY BUCKWELL	100-2130-53972	126.84 126.84
9108	12/9/2022 INV0008298	JORSOL LODGING REIM-SOLIS	JORGE SOLIS RIVERA	263-3320-53111	119.90 119.90
9109	12/9/2022 111122	RODJUL PHOTO SVC-HOLIDAY PARADE	JULIE RODRIGUEZ	100-4140-53979	150.00 150.00
9110	12/9/2022 INV0008338	KARBEA 2022-25 BUSINESS GRANT	KARMA'S BEAUTY BAR	263-3320-53981	5,000.00 5,000.00
9111	12/9/2022 015189	KOFASS HR MANUAL UPDATE	KOFF & ASSOCIATES	100-1135-53111	9,690.00 9,690.00
9112	12/9/2022 1712	KSKFAC 10/22 YLAC/CC JANITORIAL SVC	KSK FACILITIES	285-3330-53813	2,242.96 2,242.96
9113	12/9/2022 RE-PW-22110701811 RE-PW-22110702257	LACRD 10/22 IW LA PUENTE 10/22 TS MAINT DDG	LA CO DEPT PUBLIC WORKS	100-3110-53121 200-3120-53819	14,638.43 5,489.96 9,148.47
9114	12/9/2022 230621LL 230621LL	LACSHF 09/22 LAW ENF SVC 09/22 LIABILITY INSURANCE	LA CO SHERIFF'S DEPT	100-2100-53110 100-2100-53186	678,071.71 613,238.92 64,832.79
9115	12/9/2022 INV0008339	LAPTOR 2022-18 BUSINESS GRANT	LA PEQUENITA TORTILLERIA Y CARNICERIA	263-3320-53981	5,000.00 5,000.00
9116	12/9/2022 INV0008315 INV0008322 INV0008323 INV0008324 INV0008325 INV0008326 INV0008327 INV0008328 INV0008329 INV0008330 INV0008332	LPVCWD 09/16-11/16 WTR-SR CENTER 09/16-11/16 WTR - CH MAIN 09/16-11/16 WTR - CITY HALL 09/16-11/16 WTR - N GLENDORA AVE 09/16-11/16 WTR - N GLENDORA AVE #1 09/16-11/16 WTR - TEMPLE AVE - PARK 09/16-11/16 WTR- 116 N FIRST ST 09/16-11/16 WTR - S. FIRST ST 09/16-11/16 WTR - S. SECOND ST 09/16-11/16 WTR - S. SECOND ST 09/16-11/16 WTR - 120 S.FIRST ST	LA PUENTE VALLEY CO WATER	100-4130-53714 100-1150-53714 100-1150-53714 200-3120-53714 200-3120-53714 285-3330-53714 200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714	8,137.59 289.64 1,354.80 66.52 71.52 105.60 5,886.23 71.52 74.36 71.52 71.52 74.36
9117	12/9/2022 100	MARCAR CAR RENTAL-CHRISTMAS PARADE	MARIO CARBAJAL	100-4140-53979	400.00 400.00
9118	12/9/2022 18 18 19	MARK SS WALL STAND REPAIR SNACK BAR PROTECTION SCREEN METAL DOORS-SOCCER FIELD	MARK'S WELDING SERVICE	280-5606-59300 280-5606-59300 280-5606-59300	22,180.00 580.00 8,900.00 12,700.00
9119	12/9/2022 INV0008306	PAZMAR C & D DEPOSIT REFUND	MARTIN PAZ	600-23280	1,657.37 1,657.37
9120	12/9/2022 INV0008308	MUNMAT PRE EMPLOYMENT LIVESCAN REIM-MUNOZ	MATTHEW MUNOZ	100-1135-53406	37.00 37.00

Check Register Report

Payment Dates: 12/6/2022 - 12/30/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
9121	12/9/2022	ORSCON	ORS CONSTRUCTION		4,500.00
	0551	PROGRESS RETENTION-LIRA		260-20220	-500.00
	0551	PROGRESS PYMT #2-LIRA		260-3320-53972	5,000.00
9122	12/9/2022	PETSMA	PET SMART		141.17
	1334041114	ANIMAL CONTROL SUPPLIES		100-2130-53011	141.17
9123	12/9/2022	PROYOU	PROTECT YOUTH SPORTS		117.00
	1010529	BACKGROUND CHECKS-SPORT PROGRAMS		100-4110-53980	117.00
9124	12/9/2022	QUAD	QUADIENT		469.86
	N9693600	12/31-03/30 CHPOSTAGE MACHINE LEASE		100-1150-53911	469.86
9125	12/9/2022	QUINMO	QUINTIN'S MOBIL		202.99
	1017209	FUEL		555-3150-53014	46.63
	1018481	FUEL		555-3150-53014	123.90
	1018723	FUEL		555-3150-53014	32.46
9126	12/9/2022	SOSUBW	SUBURBAN WATER SYSTEMS		747.38
	180012795142	10/20-11/17 WTR - ELLIOTT		200-3120-53714	143.78
	180022451899	10/20-11/17 WTR - AMAR & AILERON		200-3120-53714	161.96
	180061625807	10/20-11/17 WTR - 14746 TEMPLE AVE		200-3120-53714	48.33
	180081140758	10/20-11/17 WTR - 16159 TEMPLE AVE		200-3120-53714	93.77
	18103396710	10/20-11/17 WTR - 15250 TEMPLE AVE		200-3120-53714	39.25
	INV0008334	10/20-11/17 WTR - HACIENDA/NELSON		200-3120-53714	98.33
	INV0008335	10/20-11/17 WTR - N HACIENDA/TEMPLE		200-3120-53714	161.96
9127	12/9/2022	TCFNAT	THE HUNTINGTON NATIONAL BANK		1,512.00
	8034580	TORO REELMASTER LEASE		285-3330-53911	1,512.00
9128	12/9/2022	TMOBILE	T-MOBILE		240.96
	INV0008305	10/21-11/20 PHONE-PUBLIC SAFETY WIRELESS SVC		100-2100-53715	213.19
	INV0008305	10/21-11/20 PHONE-PUBLIC SAFETY WIRELESS SVC		100-2110-53715	27.77
9129	12/9/2022	TMOBILE	T-MOBILE		1,126.40
	INV0008304	10/21-11/20 PHONE-MTCE WIRELESS SVC		100-3100-53715	1,126.40
9130	12/9/2022	TMOBILE	T-MOBILE		248.55
	INV0008302	10/21-11/20 PHONE-CE WIRELESS SVC		100-2110-53715	248.55
9132	12/9/2022	CALCARD	US Bank CalCard		5,716.53
	INV0008310	LUNCH MTG		100-1110-53972	49.01
	INV0008310	CODE ENF LUNCH MTG		100-1110-53972	32.68
	INV0008310	LUNCH MTG		100-1110-53972	32.50
	INV0008310	MEETING		100-1110-53972	20.40
	INV0008310	BACKGROUND SVC		100-1135-53406	16.95
	INV0008310	VESTA AT & T		100-2130-53011	40.53
	INV0008310	FUEL		555-3150-53014	34.94
	INV0008310	FUEL		555-3150-53014	23.62
	INV0008310	FUEL		555-3150-53014	62.49
	INV0008310	FUEL		555-3150-53014	63.61
	INV0008310	FUEL		555-3150-53014	86.83
	INV0008310	FUEL		555-3150-53014	13.78
	INV0008310	FUEL		555-3150-53014	98.94
	INV0008310	FUEL		555-3150-53014	110.22
	INV0008310	CAR WASH		555-3150-53812	39.99
	INV0008311	CLEANING SUPPLIES		100-4100-53011	41.02
	INV0008311	TABLECLOTH		100-4100-53012	53.00
	INV0008311	CLEANING SUPPLIES		100-4100-53012	47.80
	INV0008311	DICKS CLOTHING SPORTING		100-4110-53980	27.36
	INV0008311	TEEN VOICE-CANDY		100-4140-53979	12.03
	INV0008311	DIA DE LOS MUERTOS SUPPLIES		100-4140-53979	24.96
	INV0008311	VETERANS DAY BURNERS		100-4140-53979	29.02

Check Register Report

Payment Dates: 12/6/2022 - 12/30/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0008311	TEEN VOICE-CANDY		100-4140-53979	61.51
	INV0008311	VETERANS DAY FLAGS		100-4140-53979	494.01
	INV0008311	DIA DE LOS MUERTOS LUNCH		100-4140-53979	520.00
	INV0008311	VETERANS DAY SUPPLIES		100-4140-53979	280.19
	INV0008311	CANDY		100-4140-53979	272.72
	INV0008311	CANDY		100-4140-53979	330.38
	INV0008311	DIA DE LOS MUERTOS LUNCH		100-4140-53979	265.77
	INV0008311	VETERANS DAY SUPPLIES		100-4140-53979	165.21
	INV0008311	CANDY		100-4140-53979	146.12
	INV0008311	LUNCH MTG		100-4140-53979	113.00
	INV0008311	CANDY		100-4140-53979	124.97
	INV0008311	CANDY		100-4140-53979	409.57
	INV0008311	PINS FOR VETERANS DAY		100-4140-53979	359.88
	INV0008311	VETERANS DAY CENTER PIECES		100-4140-53979	432.00
	INV0008311	CANDY		100-4140-53979	115.80
	INV0008312	CH FLAGS		100-1150-53011	437.49
	INV0008313	LUNCH MTG		100-1120-53972	41.72
	INV0008313	REORG MTG SUPPLIES		100-1120-53976	91.79
	INV0008313	REORG MTG SUPPLIES		100-1120-53976	92.72
9134	12/9/2022 002-27714	WILENG 10/22 BUILDING & SAFETY SVC	WILLDAN ENGINEERING	100-3310-53111	53,474.93 53,474.93
9135	12/9/2022 2022.11.29-2	FOUN World Space Foundation Enrichment at LP Park Class	WORLD SPACE FOUNDATION	263-3320-53111	1,950.00 1,950.00
9136	12/16/2022 81997	AGRTUR SOILD TEST	AGRI-TURF DISTRIBUTING, LLC	285-3330-53822	375.00 375.00
9137	12/16/2022 INV0008340	IBAALD LIVE SCAN REIM-IBARRA	ALDO IBARRA	263-3320-53406	37.00 37.00
9138	12/16/2022 1GNJ-KF3Q-G1QK 1GNJ-KF3Q-G1QK 1KCP-NT4C-3Q6T 1L99-HQ7C-4Y4H 1LK6-4XPR-174R 1NH6-WJ3W-1JNJ 1PPC-LL1V-47G6 1W3D-HNPC-9YXH 1W67-N41H-6GL7	AMABUS CC RE ORG SUPPLIES CC RE ORG SUPPLIES PHONE CASE/DRY ERASE MARKERS PORTABLE PA SYSTEM W/8 CHANNEL PENS SMALLRIG MOUNT BRACKET HOLDER BLACK TONER CARTRIDGE LITERATURE ORGANIZER DRY ERASE BOARD	AMAZON CAPITAL SERVICES INC	100-1100-53976 100-1120-53011 100-2110-53011 550-6100-53018 100-1150-53011 275-1125-53998 100-4100-53011 100-2110-53011 263-3320-53011	1,910.99 53.86 70.48 31.88 824.78 57.68 593.64 144.65 63.03 70.99
9139	12/16/2022 000019179243 000019179244	ATT 11/06-12/05 PHONE-CH 911 LN 11/06-12/05 PHONE-MTCE 911 LN	AT&T	100-1150-53715 285-3330-53715	43.82 21.91 21.91
9140	12/16/2022 0011833	B2PRIN BUSINESS CARDS-DIAZ/VALDES	B2 PRINT	100-3330-53011	70.00 70.00
9141	12/16/2022 INV0008357	CANGAL ELLIOTT WALL REPAIR	CANDACE GALVAN	200-3120-53111	690.00 690.00
9142	12/16/2022 IN2565542	CBE4AM 08/22-11/22 CH COPIER COUNT	CBE OFFICE SOLUTIONS	100-1150-53911	1,299.90 1,299.90
9143	12/16/2022 INV0008348	HERCHR PRE EMPLOYMENT LIVE SCAN REIM-HERNANDEZ	CHRISTOPHER HERNANDEZ	263-3320-53406	37.00 37.00
9144	12/16/2022 4139817798	CINTA SR CENTER MAT RENTAL	CINTAS CORPORATION #693	100-4130-53813	197.02 197.02

Check Register Report

Payment Dates: 12/6/2022 - 12/30/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
9145	12/16/2022 4139817909	CINTA 12/22 CH MAT RENTAL	CINTAS CORPORATION #693	100-1150-53813	98.65 98.65
9146	12/16/2022 30639434	CORLOG 11/22 PROPERTY DATA SVC	CORELOGIC SOLUTIONS, LLC	100-3320-53111	150.00 150.00
9147	12/16/2022 54766 54767 55008 55199	DAKOTA BACKFLOW TEST VARIOUS BACKFLOW TESTING MEDIAN BACKFLOW TEST MEDIAN BACKFLOW REPAIR	DAKOTA BACKFLOW CO	100-1150-53814 200-3120-53814 200-3120-53814 200-3120-53814	1,240.00 55.00 440.00 220.00 525.00
9148	12/16/2022 623188	DEPTJ PRE EMPLOYMENT FINGERPRINT SVC (8)	DEPT OF JUSTICE-BUREAU	263-3320-53406	256.00 256.00
9149	12/16/2022 15105	DISPEN COLD PATCH-ASPHALT	DISPENSING TECHNOLOGY	200-3120-53817	1,629.26 1,629.26
9150	12/16/2022 010	SAMSAR 12/22 MONTHLY RENT VIDA	DR. SAMIR SARGIOS DVM	263-3320-53111	5,000.00 5,000.00
9151	12/16/2022 58K2201-IN	EMPAME 11/22 BUS SHELTER MTCE	EMPLOY AMERICA	210-3130-53816	3,640.00 3,640.00
9152	12/16/2022 18321594 18360175	EWIIRR IRRIGATION SUPPLIES IRRIGATION SUPPLIES	EWING IRRIGATION PRODUCTS INC.	285-3330-53822 285-3330-53822	1,648.77 1,520.52 128.25
9153	12/16/2022 0781844 0781844 0925087 3855799 4232023 4359119	FERGUS PLUMBING SUPPLIES-NELSON PARK PLUMBING SUPPLIES -NELSON PARK PLUMBING SUPPLIES-TINY TOTS PLUMBING SUPPLIES-LP PARK PLUMBING SUPPLIES-TINY TOTS LP PARK PLUMBING SUPPLIES	FERGUSON ENTERPRISES, INC.	285-3330-53822 285-3330-53822 100-4100-53813 285-3330-53822 100-4100-53813 285-3330-53822	5,421.14 698.73 1,086.21 363.87 262.79 175.53 2,834.01
9154	12/16/2022 51517	FRANKL SR CTR HVAC SVC	FRANKLIN AIR CONDITIONING &	100-4130-53811	300.00 300.00
9155	12/16/2022 022708943 022708953 022851459	GALLS ANIMAL CONTROL-UNIFORMS ANIMAL CONTROL-UNIFORMS CM-POLO SHIRTS	GALLS	100-2130-53015 100-2130-53015 100-1110-53976	200.67 163.75 15.37 21.55
9156	12/16/2022 313271 313273 313274	GORM CH JANITORIAL SUPPLIES YLAC JANITORIAL SUPPLIES MTCE JANITORIAL SUPPLIES	GORM INC	100-1150-53011 100-4110-53011 100-3330-53011	3,279.15 1,045.03 729.70 1,504.42
9157	12/16/2022 INV0008351	GOVMEM FY 21/22 PAFR FEE	GOVERNMENT FINANCE	100-1130-53111	250.00 250.00
9158	12/16/2022 3833	HACLWN MTCE TOOLS	HACIENDA LAWNMOWER SHOP	100-3330-53012	400.43 400.43
9159	12/16/2022 90074 90076	HACOUT MTCE-UNIFORMS MTCE UNIFORMS	HACIENDA OUTLET	100-3330-53015 100-3330-53015	197.94 65.98 131.96
9160	12/16/2022 SIN023436 SIN023436	HDLASS 2ND QTR SALES TAX SALES TAX AUDIT	HINDERLITER DE LLAMAS & ASSOCIATES	100-1130-53111 100-1130-53111	1,391.47 1,340.01 51.46

Check Register Report

Payment Dates: 12/6/2022 - 12/30/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
9161	12/16/2022 22-11-001	HOLARC COUNCIL CHAMBERS RENOVATION PYMT	HOLT ARCHITECTURE	263-5609-59210	9,650.45 9,650.45
9162	12/16/2022 1044436 1974736 2031744 2042402 2271636 3903967 4510012 4521687 460086 6270532 6902886 8012946 8012947 901591 9271069	HMEDEP CH PLANTS GRAFFITI SUPPLIES MTCE TOOLS PADLOCK CH POINSETA EQUIPMENT SUPPLIES CH SUPPLIES CH SUPPLIES MTCE TOOLS CH PLANTS/SUPPLIES LP PARK SUPPLIES TOOL COMBO KIT CH-TOOLS TOOL RENTAL DEPOSIT CH TOOLS	HOME DEPOT CRC	100-1150-53814 200-3120-53016 100-3100-53012 100-3100-53012 100-1150-53814 263-3320-53996 100-1150-53813 100-1150-53012 100-3100-53012 100-1150-53814 285-3330-53822 285-3330-53822 100-1150-53012 285-3330-53822 100-1150-53814	4,947.75 100.59 998.34 100.99 49.23 52.41 1,713.76 34.32 16.38 20.93 432.38 691.68 2.41 108.02 150.00 476.31
9163	12/16/2022 117384 117496	JCLBAR ST SIGN-CADWELL BARRICADES	JCL TRAFFIC	200-3120-53821 200-3120-53012	920.64 83.68 836.96
9164	12/16/2022 INV0008341	BUCJEF ADOBE GRAPHIC LICENSE REIM-BUCKWELL	JEFFREY BUCKWELL	550-6100-53017	274.95 274.95
9165	12/16/2022 INV0008347	JOSREY 11/16-30 SHOPPING CART MILEAGE REIM-REYES	JOSE REYES	555-3150-53014	376.86 376.86
9166	12/16/2022 INV0008349	RODJOS PRE EMPLOYMENT LIVE SCAN REIM-RODRIGUEZ	JOSE RODRIGUEZ SALAZAR	263-3320-53406	37.00 37.00
9167	12/16/2022 INV0008352 INV0008353	BURJUS MTCE UNIFORM REIM-BURCIAGA BOOT REIM-BURCIAGA	JUSTIN BURCIAGA	100-3330-53015 100-3330-53015	298.52 98.52 200.00
9168	12/16/2022 1708 1711	KSKFAC SR CENTER JANITORIAL SUPPLIES CH JANITORIAL SVC	KSK FACILITIES	100-4130-53813 100-1150-53813	2,803.70 1,033.50 1,770.20
9169	12/16/2022 22111	LINSPA PARK INTERPRETIVE SIGNAGE RMC	LINESPACE	280-5607-59300	10,535.00 10,535.00
9170	12/16/2022 25369	LOCKSP SNACK BAR KEYS	LOCKS PLUS, INC	100-3330-53012	156.04 156.04
9171	12/16/2022 INV0008344	LACREGISTRAR ST INDEX ORDER FORM	LOS ANGELES COUNTY REGISTRAR-RECORDER/COUNTY CLERK	100-1120-53115	589.90 589.90
9172	12/16/2022 15307	MANCIL INDEX TAB SETS	MANCILLA'S QUALITY PRINTING LLC	100-1130-53111	205.70 205.70
9173	12/16/2022 INV0008350	LEPMAR SOCCER CLASS REFUND-LEPE	MARIBEL LEPE	100-47260	35.00 35.00
9174	12/16/2022 20	MARK WELDING/METAL SUPPLIES	MARK'S WELDING SERVICE	100-3330-53822	2,000.00 2,000.00
9175	12/16/2022 131310 131322 131329 131330	MERRIT PADLOCK COMB LINZER CHIP BRUSH CONCRETE/LUMBER/STAKE CORD EXT/CONNECTORS	MERRITTS HARDWARE	285-3330-53822 100-3330-53012 200-3120-53817 100-4100-53012	1,881.41 137.45 38.56 136.81 64.88

Check Register Report

Payment Dates: 12/6/2022 - 12/30/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	131331	LINK CHAIN QUICK		100-3100-53012	7.69
	131342	YLAC SUPPLIES		100-4110-53011	10.13
	131354	BARREL BOLT/HACKSAW		100-3330-53012	18.88
	131368	TOOLS		200-3120-53012	16.49
	131398	CUT KEY		100-3330-53011	9.90
	131415	ACE GLOVES		100-3330-53012	17.56
	131416	ANIMAL CONTROL SUPPLIES		100-2130-53011	32.99
	131444	OFFICEW SUPPLIES		100-4100-53012	167.16
	131458	GRAFFITI SUPPLIES		200-3120-53016	15.80
	131491	CABLE TIE/CONCRETE		285-3330-53822	139.77
	131500	SPRAYPAINT		100-3100-53012	21.53
	131501	WD40		200-3120-53012	18.90
	131511	ANIMAL CONTROL SUPPLIES		100-2130-53011	10.10
	131513	GLOVES/GLUE		100-3100-53012	34.72
	131517	CLEANING SUPPLIES		100-2130-53011	29.66
	131521	GRAFFITI SUPPLIES		200-3120-53016	137.08
	131564	GRAFFITI SUPPLIES		200-3120-53016	32.98
	131599	LEVER FLUSH		100-3330-53813	13.19
	131616	PAD LOCKS		100-3100-53012	369.34
	131701	GRAFFITI SUPPLIES		200-3120-53016	245.80
	131725	COUPLING/PIPE		100-4140-53979	47.89
	131762	CONCRETE		200-3120-53821	8.79
	131776	SPRAYPAINT		200-3120-53012	70.98
	131786	ABSORBENT OIL #50		100-3100-53012	26.38
9176	12/16/2022	BROMON	MONTCLAIR BRONZE INC.		1,090.62
	150240	COUNCIL BRASS NAME PLATES		100-1150-53813	1,090.62
9177	12/16/2022	OREILLY	O'REILLY AUTO PARTS		184.82
	3607-334077	BATTERY		555-3150-53812	175.82
	3607-334247	LIGHT BULB		555-3150-53812	9.00
9178	12/16/2022	REGION	REGIONAL TAP SERVICE CENTER		1,911.18
	6018017	11/22 EZ/FOOTHILL MONTHLY PASSES		210-3130-53915	1,911.18
9179	12/16/2022	RESOUR	RESOURCE BUILDING MATERIALS		1,095.16
	3493474	REBAR-NELSON PARK		285-3330-53822	179.63
	3494723	U CART CONCRETE		285-3330-53822	248.84
	3494724	CONCRETE MIX		285-3330-53822	278.83
	3494761	U CART CONCRETE		285-3330-53822	248.84
	3497736	CONCRETE MIX		285-3330-53822	139.02
9180	12/16/2022	SGVWC	S.G.V. WATER CO		137.63
	INV0008356	11/03-12/05 WTR-935 IRRIG		200-3120-53714	137.63
9181	12/16/2022	GARCSHE	SHERYL GARCIA		231.14
	INV0008345	CC RE ORG REIM-GARCIA		100-1100-53976	200.89
	INV0008345	CC RE ORG REIM-GARCIA		100-1100-53976	30.25
9182	12/16/2022	SOCBQQ	SO CAL BBQ		3,398.60
	296	Staff Holiday Lunch		100-1135-53976	3,398.60
9183	12/16/2022	CALSO	SO CAL INDUSTRIES		3,533.00
	600772	TEMP FENCING		285-3330-53822	3,533.00
9184	12/16/2022	SGTRA	SOUTHLAND TRANSIT INC		59,441.96
	LAPUENTE1122	11/22 DIAL A RIDE SVC		210-3130-53916	9,285.38
	LAPUENTE1122	11/22 LP LINK SVC		210-3130-53917	52,124.58
	LAPUENTE1122	11/22 DIAL A RIDE FARE		210-46100	-31.50
	LAPUENTE1122	11/22 LP LINK FARE		210-46105	-1,936.50

Check Register Report

Payment Dates: 12/6/2022 - 12/30/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
9185	12/16/2022 2784	STIAN 12/22 ANIMAL DISPOSAL SVC	STILES ANIMAL REMOVAL, INC.	100-2130-53111	200.00 200.00
9186	12/16/2022 180051807030	SOSUBW 11/04-12/02 WTR-HACIENDA/MAPLEGROVE	SUBURBAN WATER SYSTEMS	200-3120-53714	125.60 125.60
9187	12/16/2022 228179	SUPALA SR CENTER FIRE ALARM REPAIR	SUPERIOR ALARM SYSTEMS	100-4130-53813	2,960.64 2,960.64
9188	12/16/2022 SW-0243188 WD-0214020	SWRCB ANNUAL PERMIT FEE 07/22-06/23 WASTE DISCHARGE ANNUAL PERMIT FEE	SWRCB - STATE WATER RESOURCES CONTROL BOARD	500-3210-53112 500-3210-53112	21,119.00 17,666.00 3,453.00
9189	12/16/2022 INV0008354 INV0008355	GASCO 11/03-12/06 GAS-CITY HALL 11/03-12/06 GAS-PARK SVC	THE GAS COMPANY	100-1150-53711 285-3330-53711	1,998.13 1,816.40 181.73
9190	12/16/2022 5854	THESAU STAFF CITY SHIRTS	THE SAUCE CREATIVE SERVICES CORP	100-3300-53976	521.68 521.68
9191	12/16/2022 INV0008346	TROROO REFUND-BLDG PERMIT #030212	TROY ROOFING	100-42110	484.37 484.37
9192	12/16/2022 025-401068	INC0DE INC0DE ANNUAL SAAS FEES	TYLER TECHNOLOGIES, INC.	550-6100-53017	34,591.00 34,591.00
9193	12/16/2022 156618771 157362017	ULINE MTCE JANITORIAL SUPPLIES MTCE JANITORIAL SUPPLIES	ULINE	100-3100-53012 100-3330-53011	905.71 654.36 251.35
9194	12/16/2022 210688076-003 210699856-003	UNREN TRAILER TILT RENTAL SKID STEER LOADER RENTAL	UNITED RENTALS	285-3330-53822 285-3330-53822	3,391.03 543.75 2,847.28
9195	12/16/2022 193230 193767	WESCO 11/01-15 PKWY TREE MTCE 11/16-30 PKWY TREE MTCE	WEST COAST ARBORISTS INC	200-3120-53815 200-3120-53815	10,176.30 2,219.40 7,956.90
9196	12/16/2022 003-36952 003-36952 02212899 022-12900	WILENG 10/22 ST IMPROVEMENT VARIOUS ST FY 22/23 10/22 ST IMPROVEMENT VARIOUS ST FY 22/23 07/22 MTCE GEO TECH TESTING 07/22 COMM CTR GEO TECH ACTIVITY	WILLDAN ENGINEERING	405-5598-59210 410-5598-59210 285-3330-53111 285-3330-53111	85,890.00 33,620.00 33,620.00 2,590.00 16,060.00
9197	12/20/2022 INV0008360	STADIS CHILD SUPPORT	CALIFORNIA STATE DISBURSEMENT UNIT	100-20399	124.07 124.07
9198	12/20/2022 INV0008363 INV0008363 INV0008363 INV0008363 INV0008363 INV0008363	NATRS Employee Contribution Employee Contribution Employee Contribution Employee Contribution Employee Contribution	NATIONWIDE RETIREMENT	100-20340 200-20340 203-20340 205-20340 210-20340 215-20340	170.00 164.25 1.15 1.15 1.15 1.15
9199	12/20/2022 INV0008367 INV0008367 INV0008367 INV0008367 INV0008367 INV0008367 INV0008367	USBANK PARS RETIREMENT PARS RETIREMENT PARS RETIREMENT PARS RETIREMENT PARS RETIREMENT PARS RETIREMENT	U.S BANK PARS ACCT# 6746022400	100-20340 200-20340 203-20340 205-20340 260-20340 263-20340 285-20340	6,064.65 3,192.11 36.02 244.98 154.30 114.99 2,018.17 304.08

Check Register Report

Payment Dates: 12/6/2022 - 12/30/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
DFT0001857	12/20/2022	ICMARC	VANTAGEPOINT TRANSFER AGENTS-457		30.16
	INV0008361	EMPLOYEE LOAN REPYMT		100-20399	20.42
	INV0008361	EMPLOYEE LOAN REPYMT		200-20399	2.92
	INV0008361	EMPLOYEE LOAN REPYMT		203-20399	0.65
	INV0008361	EMPLOYEE LOAN REPYMT		205-20399	0.65
	INV0008361	EMPLOYEE LOAN REPYMT		210-20399	4.22
	INV0008361	EMPLOYEE LOAN REPYMT		260-20399	1.30
DFT0001858	12/20/2022	ICMARC	VANTAGEPOINT TRANSFER AGENTS-457		1,572.00
	INV0008362	EMPLOYEE CONTRIBUTIONS		100-20399	604.33
	INV0008362	EMPLOYEE CONTRIBUTIONS		200-20399	244.76
	INV0008362	EMPLOYEE CONTRIBUTIONS		202-20399	85.36
	INV0008362	EMPLOYEE CONTRIBUTIONS		203-20399	122.07
	INV0008362	EMPLOYEE CONTRIBUTIONS		205-20399	122.07
	INV0008362	EMPLOYEE CONTRIBUTIONS		210-20399	156.81
	INV0008362	EMPLOYEE CONTRIBUTIONS		215-20399	180.48
	INV0008362	EMPLOYEE CONTRIBUTIONS		260-20399	56.12
DFT0001859	12/20/2022	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		13,974.52
	INV0008364	EMPLOYER CONTRIBUTION		100-20360	10,736.76
	INV0008364	EMPLOYER CONTRIBUTION		200-20360	579.78
	INV0008364	EMPLOYER CONTRIBUTION		203-20360	201.87
	INV0008364	EMPLOYER CONTRIBUTION		205-20360	201.87
	INV0008364	EMPLOYER CONTRIBUTION		210-20360	371.73
	INV0008364	EMPLOYER CONTRIBUTION		215-20360	36.50
	INV0008364	EMPLOYER CONTRIBUTION		260-20360	721.69
	INV0008364	EMPLOYER CONTRIBUTION		263-20360	686.03
	INV0008364	EMPLOYER CONTRIBUTION		283-20360	91.20
	INV0008364	EMPLOYER CONTRIBUTION		285-20360	347.09
DFT0001860	12/20/2022	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		10,258.28
	INV0008365	PERS- NEW EMPLOY CONTRB		100-20399	7,872.62
	INV0008365	PERS- NEW EMPLOY CONTRB		200-20399	388.32
	INV0008365	PERS- NEW EMPLOY CONTRB		203-20399	122.64
	INV0008365	PERS- NEW EMPLOY CONTRB		205-20399	122.64
	INV0008365	PERS- NEW EMPLOY CONTRB		210-20399	220.18
	INV0008365	PERS- NEW EMPLOY CONTRB		215-20399	27.67
	INV0008365	PERS- NEW EMPLOY CONTRB		260-20399	518.37
	INV0008365	PERS- NEW EMPLOY CONTRB		263-20399	628.26
	INV0008365	PERS- NEW EMPLOY CONTRB		283-20399	83.52
	INV0008365	PERS- NEW EMPLOY CONTRB		285-20399	274.06
DFT0001861	12/20/2022	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		26.80
	INV0008366	EMPLOYEE PORTION		100-20360	26.80
DFT0001862	12/20/2022	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		53.00
	INV0008368	SURVIVORS LIFE INSURANCE		100-20350	40.59
	INV0008368	SURVIVORS LIFE INSURANCE		200-20350	2.28
	INV0008368	SURVIVORS LIFE INSURANCE		202-20350	0.10
	INV0008368	SURVIVORS LIFE INSURANCE		203-20350	0.50
	INV0008368	SURVIVORS LIFE INSURANCE		205-20350	0.50
	INV0008368	SURVIVORS LIFE INSURANCE		210-20350	1.07
	INV0008368	SURVIVORS LIFE INSURANCE		215-20350	0.32
	INV0008368	SURVIVORS LIFE INSURANCE		260-20350	2.22
	INV0008368	SURVIVORS LIFE INSURANCE		263-20350	3.29
	INV0008368	SURVIVORS LIFE INSURANCE		283-20350	0.26
	INV0008368	SURVIVORS LIFE INSURANCE		285-20350	1.87
DFT0001863	12/20/2022	EMPLOY	EMPLOYMENT DEVELOPMENT DEPT		8,096.69
	INV0008371	STATE INCOME TAX		100-20310	6,251.98
	INV0008371	STATE INCOME TAX		200-20310	287.96

Check Register Report

Payment Dates: 12/6/2022 - 12/30/2022

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
	INV0008371	STATE INCOME TAX		202-20310	46.06
	INV0008371	STATE INCOME TAX		203-20310	148.46
	INV0008371	STATE INCOME TAX		205-20310	135.66
	INV0008371	STATE INCOME TAX		210-20310	120.61
	INV0008371	STATE INCOME TAX		215-20310	124.73
	INV0008371	STATE INCOME TAX		260-20310	177.28
	INV0008371	STATE INCOME TAX		263-20310	552.78
	INV0008371	STATE INCOME TAX		283-20310	73.51
	INV0008371	STATE INCOME TAX		285-20310	177.66
DFT0001864	12/20/2022	IRSPR	IRS PAYROLL TAX DEPOSIT		21,746.27
	INV0008372	FEDERAL WITHHOLDING		100-20300	16,793.86
	INV0008372	FEDERAL WITHHOLDING		200-20300	766.27
	INV0008372	FEDERAL WITHHOLDING		202-20300	117.52
	INV0008372	FEDERAL WITHHOLDING		203-20300	404.00
	INV0008372	FEDERAL WITHHOLDING		205-20300	388.67
	INV0008372	FEDERAL WITHHOLDING		210-20300	345.04
	INV0008372	FEDERAL WITHHOLDING		215-20300	317.18
	INV0008372	FEDERAL WITHHOLDING		260-20300	543.15
	INV0008372	FEDERAL WITHHOLDING		263-20300	1,406.52
	INV0008372	FEDERAL WITHHOLDING		283-20300	168.10
	INV0008372	FEDERAL WITHHOLDING		285-20300	495.96
DFT0001865	12/20/2022	IRSPR	IRS PAYROLL TAX DEPOSIT		8,080.86
	INV0008373	MEDICARE TAX		100-20300	5,696.39
	INV0008373	MEDICARE TAX		200-20300	241.44
	INV0008373	MEDICARE TAX		202-20300	31.90
	INV0008373	MEDICARE TAX		203-20300	177.63
	INV0008373	MEDICARE TAX		205-20300	142.55
	INV0008373	MEDICARE TAX		210-20300	127.76
	INV0008373	MEDICARE TAX		215-20300	80.27
	INV0008373	MEDICARE TAX		260-20300	239.20
	INV0008373	MEDICARE TAX		263-20300	1,071.02
	INV0008373	MEDICARE TAX		283-20300	40.00
	INV0008373	MEDICARE TAX		285-20300	232.70
Grand Total:					1,495,149.21

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	853,281.38
200 - GAS TAX FUND	35,608.62
202 - RMRA (SB 1)	280.94
203 - MEASURE M FUND	1,431.12
205 - MEASURE R FUND	1,275.70
210 - PROP A FUND	198,651.43
215 - PROP C FUND	772.11
240 - SUPPLEMENTAL LAW ENFORCEMENT FUND	100,000.00
260 - CDBG PROGRAM FUND	6,928.52
263 - AMERICAN RESCUE PLAN ACT FUND	56,266.30
275 - PEG ACCESS FUND	2,303.88
280 - MISCELLANEOUS GRANTS FUND	32,715.00
283 - MEASURE A SAFE PARKS FUND	456.59
285 - LIGHTING & LANDSCAPE MAINTENANCE	64,973.05
405 - 2019A CAPITAL PROJECT FUND	33,620.00
410 - 2019B CAPITAL PROJECT FUND	33,620.00
500 - SEWER CONSTRUCTION/MAINTENANCE FUND	21,119.00
550 - EQUIPMENT REPLACEMENT FUND	38,629.13
555 - VEHICLE MAINTENANCE & REPLACEMENT FUND	11,559.07
600 - SPECIAL DEPOSIT FUND	1,657.37
Grand Total:	1,495,149.21

Account Summary

Account Number	Account Name	Payment Amount
100-1100-53976	Special Departmental	285.00
100-1110-53972	Conferences & Meetings	134.59
100-1110-53976	Special Departmental	21.55
100-1120-53011	Operating Supplies	70.48
100-1120-53111	Contract Services - Private	858.75
100-1120-53115	Contract Services - Election	589.90
100-1120-53972	Conferences & Meetings	41.72
100-1120-53976	Special Departmental	184.51
100-1130-53111	Contract Services - Private	2,897.55
100-1130-53972	Conferences & Meetings	36.95
100-1130-53976	Special Departmental	114.62
100-1135-53111	Contract Services - Private	9,690.00
100-1135-53406	Recruitment Expenses	211.95
100-1135-53976	Special Departmental	3,398.60
100-1150-53011	Operating Supplies	3,770.09
100-1150-53012	Small Tools & Equipment	124.40
100-1150-53711	Utility - Gas	1,816.40
100-1150-53714	Utility - Water	1,421.32
100-1150-53715	Utility - Communications	927.58
100-1150-53813	Facility Maintenance	5,858.79
100-1150-53814	Landscape Maintenance	1,116.69
100-1150-53911	Equipment Lease/Rental	1,769.76
100-20300	FIT Payable	22,490.25
100-20310	SIT Payable	6,251.98
100-20340	PARS	3,356.36
100-20350	Group Insurance	40.59
100-20360	PERS	10,763.56
100-20380	Union Dues	835.40
100-20399	Other Payroll Deductions	8,621.44
100-2100-53110	Contract Services - LA Sher..	613,238.92
100-2100-53186	Liability Trust Fund	64,832.79
100-2100-53715	Utility - Communications	213.19
100-2110-53011	Operating Supplies	94.91

Account Summary

Account Number	Account Name	Payment Amount
100-2110-53715	Utility - Communications	276.32
100-2130-53011	Operating Supplies	254.45
100-2130-53015	Uniforms/Boot Reimburs...	179.12
100-2130-53111	Contract Services - Private	200.00
100-2130-53972	Conferences & Meetings	126.84
100-3100-53012	Small Tools & Equipment	1,285.17
100-3100-53715	Utility - Communications	1,126.40
100-3110-53121	Industrial Waste Inspecti...	5,489.96
100-3300-53976	Special Departmental	521.68
100-3310-53111	Contr Svc - Private - B&S F...	53,474.93
100-3320-53111	Contract Services - Private	177.00
100-3330-53011	Operating Supplies	1,835.67
100-3330-53012	Small Tools & Equipment	631.47
100-3330-53015	Uniform/Boot Reimburse...	496.46
100-3330-53813	Facility Maintenance	13.19
100-3330-53822	Park Maintenance & Repa...	2,000.00
100-4100-53011	Operating Supplies	185.67
100-4100-53012	Small Tools & Equipment	332.84
100-4100-53813	Facility Maintenance	539.40
100-4110-53011	Operating Supplies	739.83
100-4110-53712	Utility - Electricity	1,857.75
100-4110-53980	Sports Activities	144.36
100-4130-53714	Utility - Water	289.64
100-4130-53715	Utility - Communications	65.92
100-4130-53811	Equipment Maintenance	300.00
100-4130-53813	Facility Maintenance	4,191.16
100-4130-53814	Landscape Maintenance	176.91
100-4140-53979	Special Events	9,634.28
100-42110	Bldg & Safety Permits	484.37
100-42140	Animal License Fees	135.00
100-47260	Recreation Programs	35.00
200-20300	FIT Payable	1,007.71
200-20310	SIT Payable	287.96
200-20340	PARS	37.17
200-20350	Group Insurance	2.28
200-20360	PERS	579.78
200-20380	Union Dues	44.14
200-20399	Other Payroll Deductions	636.00
200-3120-53012	Small Tools & Equipment	943.33
200-3120-53016	Graffiti Removal Supplies	1,430.00
200-3120-53111	Contract Services - Private	690.00
200-3120-53713	Utility - Hwy Lights	86.60
200-3120-53714	Utility - Water	1,551.01
200-3120-53814	Landscape Maintenance	7,129.33
200-3120-53815	Parkway Tree Maintenan...	10,176.30
200-3120-53817	Street/Sidewalk Mainten...	1,766.07
200-3120-53819	Signal Maintenance	9,148.47
200-3120-53821	Traffic Markings/Signs	92.47
202-20300	FIT Payable	149.42
202-20310	SIT Payable	46.06
202-20350	Group Insurance	0.10
202-20399	Other Payroll Deductions	85.36
203-20300	FIT Payable	581.63
203-20310	SIT Payable	148.46
203-20340	PARS	246.13
203-20350	Group Insurance	0.50
203-20360	PERS	201.87
203-20380	Union Dues	7.17

Account Summary

Account Number	Account Name	Payment Amount
203-20399	Other Payroll Deductions	245.36
205-20300	FIT Payable	531.22
205-20310	SIT Payable	135.66
205-20340	PARS	155.45
205-20350	Group Insurance	0.50
205-20360	PERS	201.87
205-20380	Union Dues	5.64
205-20399	Other Payroll Deductions	245.36
210-20220	Retention Payable	-6,960.00
210-20300	FIT Payable	472.80
210-20310	SIT Payable	120.61
210-20340	PARS	1.15
210-20350	Group Insurance	1.07
210-20360	PERS	371.73
210-20380	Union Dues	69.72
210-20399	Other Payroll Deductions	381.21
210-3130-53816	Bus Shelter Maintenance	3,640.00
210-3130-53915	Public Transit Subsidy	1,911.18
210-3130-53916	Dial-A-Ride Services	9,285.38
210-3130-53917	Fixed Route Shuttle	52,124.58
210-46100	Dial-A-Ride Fares	-31.50
210-46105	Shuttle Fares	-1,936.50
210-5547-59300	Construction Costs	139,200.00
215-20300	FIT Payable	397.45
215-20310	SIT Payable	124.73
215-20340	PARS	1.15
215-20350	Group Insurance	0.32
215-20360	PERS	36.50
215-20380	Union Dues	3.81
215-20399	Other Payroll Deductions	208.15
240-2100-53111	Contract Services - Private	100,000.00
260-20220	Retention Payable	-500.00
260-20300	FIT Payable	782.35
260-20310	SIT Payable	177.28
260-20340	PARS	114.99
260-20350	Group Insurance	2.22
260-20360	PERS	721.69
260-20380	Union Dues	54.20
260-20399	Other Payroll Deductions	575.79
260-3320-53972	Conferences & Meetings	5,000.00
263-20300	FIT Payable	2,477.54
263-20310	SIT Payable	552.78
263-20340	PARS	2,018.17
263-20350	Group Insurance	3.29
263-20360	PERS	686.03
263-20380	Union Dues	34.95
263-20399	Other Payroll Deductions	628.26
263-3320-53011	Operating Supplies	70.99
263-3320-53012	Small Tools & Equipment	767.18
263-3320-53111	Contract Services-Private	27,069.90
263-3320-53406	Recruitment Expenses	593.00
263-3320-53981	Grants & Loans - Commer...	10,000.00
263-3320-53996	Furniture/Office Equipme...	1,713.76
263-5609-59210	Design Engineering	9,650.45
275-1125-53998	Furniture/Office Equipme...	2,303.88
280-5606-59300	CONSTRUCTION COSTS	22,180.00
280-5607-59300	Construction Costs	10,535.00
283-20300	FIT Payable	208.10

Account Summary

Account Number	Account Name	Payment Amount
283-20310	SIT Payable	73.51
283-20350	Group Insurance	0.26
283-20360	PERS	91.20
283-20399	Other Payroll Deductions	83.52
285-20300	FIT Payable	728.66
285-20310	SIT Payable	177.66
285-20340	PARS	304.08
285-20350	Group Insurance	1.87
285-20360	PERS	347.09
285-20380	Union Dues	72.77
285-20399	Other Payroll Deductions	274.06
285-3330-53111	Contract Services - Private	21,425.50
285-3330-53711	Utility - Gas	181.73
285-3330-53712	Utility - Electricity	13,543.82
285-3330-53714	Utility - Water	5,886.23
285-3330-53715	Utility - Communications	43.89
285-3330-53813	Facility Maintenance	2,242.96
285-3330-53814	Landscape Maintenance	2,184.72
285-3330-53822	Park Maintenance & Repa...	16,046.01
285-3330-53911	Equipment Lease/Rental	1,512.00
405-5598-59210	DESIGN ENGINEERING	33,620.00
410-5598-59210	DESIGN ENGINEERING	33,620.00
500-3210-53112	Contract Services - Public	21,119.00
550-6100-53017	Software & Licensing	34,865.95
550-6100-53018	Computer Hardware & Su...	1,000.68
550-6100-53111	Contract Services - Private	2,762.50
555-3150-53014	Fuel	1,074.28
555-3150-53812	Vehicle Maintenance	2,097.97
555-3150-53912	Vehicle Lease	8,386.82
600-23280	Deposit - C & D	1,657.37
Grand Total:		1,495,149.21

Project Account Summary

Project Account Key	Payment Amount
None	1,443,340.28
100023E	21,713.76
100123E	10,000.00
100823E	190.89
100923E	593.00
101223E	5,000.00
30123E	4,650.00
30223E	27.00
50123E	113.00
61323E	1,473.10
61423E	1,760.31
62023E	5,477.14
71023E	810.73
Grand Total:	1,495,149.21



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: January 10, 2023

From: Bob Lindsey, City Manager

SUBJECT: CONSIDERATION OF RE-APPOINTMENT OF CITY MANAGER TO THE CIVIC-RECREATIONAL-INDUSTRIAL AUTHORITY

BACKGROUND/DISCUSSION

On May 8, 2012, the City Council authorized the City to become a partner with the City of Industry in the Civic-Recreational Industrial Authority ("CRIA"). Pursuant to Section 2.03 of the Amended and Restated Joint Exercise of Powers Agreement, the City may appoint one Director who may be an employee but not a member of the City Council. Board Members serve for a term of four years.

The term of the City's current representative, Bob Lindsey, will expire on January 22, 2023. It is recommended that the City Council re-appoint City Manager Lindsey as La Puente's representative to the CRIA Board for an additional 4-year term, expiring on January 22, 2027.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council re-appoint City Manager Bob Lindsey to the Civic-Recreational-Industrial Authority Board.

ATTACHMENTS

None.



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: January 10, 2023

From: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION AND APPROVAL OF FINAL TRACT MAP NO. 75016
AND SUBDIVISION IMPROVEMENT AGREEMENT FOR THE PROPERTY
LOCATED AT 14317 BECKNER STREET

BACKGROUND

At the meeting of October 3, 2017, the Planning Commission adopted Resolution No. 17-1511 approving Tentative Tract Map No. ("TTM") 75016 to subdivide a 0.30 acre lot for the development of a five-unit condominium project ("Project") located at 14317 Beckner Street. Resolution No. 17-1511 established Conditions of Approval for the subdivision that included the preparation and submittal of a Final Tract Map for the City's review and approval.

The approval of the Final Tract 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 0.30 acre lot bounded by Beckner Street to the south and residential homes to the north, west and east. The site frontage is currently fully improved with sidewalk and curb & gutter which will be modified and further improved as part of the Project.

The Engineering Division has reviewed the conditions of approval for TTM 75016 and has determined that all conditions have been complied with as set forth in Resolution No. 17-1511 (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 Tract Map.

RECOMMENDATION

It is recommended that the City Council: (1) find that Final Tract Map No. 75016 complies with all of the Conditions of Approval set forth within Tentative Tract Map No. 75016; (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. 17-1511
Attachment “B”: Subdivision Improvement Agreement
Attachment “C”: Tract Map 75016 (On file with the City Clerk)

RESOLUTION NO. 17-1511

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF LA PUENTE, CALIFORNIA, CONDITIONALLY APPROVING TENTATIVE TRACT MAP NO. 75016, A REQUEST TO SUBDIVIDE PROPERTY FOR THE PURPOSE OF CREATING FIVE LOTS WITH ONE RESIDENTIAL UNIT ON EACH LOT AND A COMMON DRIVEWAY, AT 14317 BECKNER STREET, AND NOTICE OF EXEMPTION REGARDING SAME

RECITALS

WHEREAS, on April 25, 2017, Andrew Kuhn ("Applicant") filed a complete application requesting approval of Variance No. 133, Tentative Tract Map ("TTM") No. 75016 Site Plan and Design Review ("SPDR") No. 1149 as described herein ("Application"); and

WHEREAS, the Application applies to an approximate 0.30 acre property located at 14317 Beckner Street, La Puente, California, and legally described as lot 3 of Tract No. 14793, in the City of La Puente, County of Los Angeles, State of California, as per map recorded in book 312 page 19 and 20 of maps, in the office of the County Recorder of said County with Assessor's Parcel Number 8203-017-004 ("Property"); and

WHEREAS, the Property is located on the north side of Beckner Street, approximately 125 feet east of Orange Avenue; and

WHEREAS, the Property consists of a rectangular lot measuring 70' wide, by an average 185' deep with a total of 13,283 square feet in area. The front of the Property is improved with sidewalk, curb and gutter; and

WHEREAS, the Applicant is requesting approval to subdivide the Property for the creation of five lots with one condominium unit on each lot, and a common driveway ("Project"). The proposed subdivision will result in the private ownership of each unit including a side yard, and common ownership of the sixth parcel, which consists of the driveway, three guest parking spaces, front yard area, and refuse enclosure. Due to separate ownership of the units, utilities on the Property will require easements in the common area in order to service each home, and separate meters for each of the units; and

WHEREAS, the City's General Plan Land Use Element designates the Property for Medium High Density Residential use. The Zoning Ordinance, which is the implementing document for the General Plan, designates the property as R-3, Medium High Density Residential Zone; and

WHEREAS, an Environmental Assessment form was submitted by the Applicant pursuant to City requirements. 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 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 five townhome-style units, which adds a new type of homeownership 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 2,420 square feet per unit (2,657 square feet per unit is provided); b) the site is located in the City, is 13,283 square feet or .30 acres, and is surrounded by similar urban uses such as townhomes to the north and east of the Property; c) the site has no value as a habitat for endangered species, as it is in an urbanized area and was previously developed with a two single family homes in 1950s; d) there are no anticipated impacts to traffic, noise, or air quality as demonstrated by environmental analysis, traffic studies and water quality reports submitted by the Applicant, reviewed by the City 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 these studies and as the site is of adequate size to accommodate the housing density proposed under the subdivision. There are no anticipated impacts to air quality as the anticipated daily vehicle trips are minimal, demonstrated in the studies. Finally, there are also no anticipated impacts to water quality as demonstrated in the draft Low Impact Development report submitted by the Applicant; e) the under-developed site is already served by all utilities and public services, which are adequate to accommodate the additional single-family dwelling units; and

WHEREAS, on October 3, 2017, the Planning Commission of the City of La Puente conducted a duly noticed public hearing on the Application; 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. Upon independent review and consideration of the information contained in the Tentative Tract Map application submitted to City, the Planning Commission hereby finds and determines that 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 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 five townhome-style units, which adds a new type of homeownership 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 2,420 square feet per unit (2,657 square feet per unit is provided); b) the site is located in the City, is 13,283 square feet or .30 acres, and is

surrounded by similar urban uses such as townhomes to the north and east of the Property; c) the site has no value as a habitat for endangered species, as it is in an urbanized area and was previously developed with a two single family homes in 1950s; d) there are no anticipated impacts to traffic, noise, or air quality as demonstrated by environmental analysis, traffic studies and water quality reports submitted by the Applicant, reviewed by the City 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 these studies and as the site is of adequate size to accommodate the housing density proposed under the subdivision. There are no anticipated impacts to air quality as the anticipated daily vehicle trips are minimal, as demonstrated in the studies. Finally, there are also no anticipated impacts to water quality as demonstrated in the draft Low Impact Development report submitted by the Applicant; e) the under-developed site is already served by all utilities and public services, which are adequate to accommodate the additional single-family dwelling units. Accordingly, the Planning Commission hereby approves the Notice of Exemption attached to the Resolution as Exhibit "A", and incorporated herein by reference, and directs Staff to file same as required by law.

3. 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.

4. Based upon substantial evidence presented to the La Puente Planning Commission during the October 3, 2017 public hearing, including public testimony and written and oral staff reports, the Commission finds as follows pursuant to Section 11.16.080 of the La Puente Municipal Code ("LPMC"):

(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 Medium High Density Residential use and the proposed subdivision will allow for the development of five detached residential units (maximum five are allowed). Further, the proposed subdivision is consistent with developing the neighborhood, as there are existing single-family, detached condominium residential developments in the area; and

(b) The design or improvement of the proposed subdivision is consistent with applicable general and specific plans: the design of the proposed subdivision is suitable, in that the Property is rectangular in shape and can accommodate a density of five units as allowed under the General Plan, and five units are proposed; 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 as grading has occurred to accommodate the two existing small homes; as such, all of the proposed lots, the common driveway, 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 five units as allowed under the General Plan, and five units are proposed; 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. 1149 associated with TTM No. 75016 will result in the development of five 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. The Application is for five residential dwelling units in an area that is already predominantly designated for and developed with residential uses, and therefore will not introduce a use that is inconsistent or detrimental to adjacent properties. 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-3 Zone of which this Property is a part, including but not limited to lot coverage, parking, open space and setbacks.

(i) The discharge of waste from the proposed subdivision will not violate the requirements of the Los Angeles Regional Water Quality Control Board because a preliminary Low Impact Development ("LID") plan has been reviewed by the City Engineer and found in compliance with the provisions of Chapter 4.16, Stormwater and Urban Runoff Pollution Prevention.

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

(k) The Project is consistent with Section 66412.3 of the Subdivision Map Act regarding the City's share of the regional housing need and 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 five new housing units in the City, which assists the City in meeting its housing needs as prescribed under General Plan.

TTM 75016
14317 Beckner Street

4. Based upon the findings noted above, the Planning Commission approves the Application, including TTM No. 75016, subject to the following conditions of approval, attached hereto and incorporated herein by reference.

CONDITIONS OF APPROVAL

1. This Tentative Tract Map No. 75016 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 Development Services Department. The Final Map shall comply with the State Subdivision Map Act and City of La Puente 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, improvement plans and 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 on the western side of the property and replace with sidewalk, curb, and gutter to the satisfaction of the City Engineer.
 - b. Construct new driveway apron on the eastern side of the property to the satisfaction of the City Engineer.
 - c. Replacement of all damaged curb and/or gutter sections and sidewalks to the satisfaction of the City Engineer.
 - d. 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.
 - e. 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 City of La Puente to provide connections to the sewer line. All upgrades to the sewer line deemed necessary by the City of La Puente to accommodate the increase in sewage output shall be installed, tested and accepted or bonded prior to Final Map approval.
8. Prior to issuance of building permits, the Applicant shall pay to the City all applicable fees as described in City Council Resolution No. 07-4641 of the City of La Puente for the Sanitary Sewer Capacity charge.
9. 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 requirements.
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 Frontier, Southern California Edison Company, Southern California Gas Company, Suburban Water, 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 all requirements set forth in the July 27, 2017 letter from the Los Angeles County Fire Department ("LACFD"), attached hereto as Exhibit B, and incorporated herein by reference.
13. Comply with the Los Angeles County Fire Department regulations, including but not limited to requirements for fire hydrant tests within the vicinity to determine adequate flow and upgrading fire hydrant as needed.
14. Comply with the Los Angeles County Fire Department regulations for access to the property, including driveway access and designating "No-Parking – Firelane" areas.
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 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 submit a fence plan to repair, replace and install any new fencing subject to review and approval by the Director of Development Services. The Applicant shall obtain Los Angeles County Fire Department approval of the location of any fencing and/or gates prior to Final Map approval and installation.
21. All graffiti shall be removed from any part of the Property within forty-eight (48) hours of its appearance and notification to the Applicant by the City.
22. The Property shall be maintained in a clean and well maintained condition at all times.
23. The Applicant shall comply with all provisions of SPDR No. 1149, in the event that the requirements of this Resolution conflict with SPDR No. 1149 the requirements of this Resolution shall prevail.
24. Prior to recordation of the Final Map, the Applicant shall provide the City with Covenants, Conditions and Restrictions ("CC&Rs") for the Homeowners Association, which shall be subject to review and approval by the Development Services Director and the City Attorney. The CC&Rs shall contain language indicating that the City is deemed to be an express third party beneficiary of the CC&Rs and has the right, but not the obligation, to enforce any of the provisions of the CC&Rs.
25. The Applicant, shall comply with all Federal, State, County, and local laws and ordinances applicable to the project.
26. The Applicant and Property Owner shall submit to the Community Development Department his/her written consent to all of the conditions referenced herein within ten (10) days of the adoption of this resolution. The Applicant understands that this resolution will be of no force or effect unless such written consent is submitted to the City.
27. 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

TTM 75016
14317 Beckner Street

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 October 3, 2017, by the following vote:

AYES: Dudley, Klinakis, Costea, Mendoza and Stowell
NOES: None
ABSTAIN: None
ABSENT: None



Chairperson, Planning Commission



Secretary, Planning Commission

SUBDIVISION IMPROVEMENT AGREEMENT
Final Tract Map No. 75016

This **SUBDIVISION IMPROVEMENT AGREEMENT** (“Agreement” herein) is made this _____ day of _____, 2023, by and between the City of La Puente, a municipal corporation (“City” herein), and Sincere Management 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 14317 Beckner Street 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	\$2,170.00
Off-Site Improvements	\$7,100.00
10% Contingency	\$927.00
Total Estimated Cost of Improvements	
Plus Contingency	\$10,197.00

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 Avenue, 12th Floor
Los Angeles, CA 90071
Email: vponto@omlaw.com
Tel: (213) 744-0099

If to the Subdivider:

Andy Khun
Sincere Management LLC
15222 E Valley Boulevard
Industry, CA 91746
Email: andykhun@aol.com
Tel: (626) 922-8882

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.

[Signature Page to Follow]

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

City of La Puente (“City”)

By: _____
Bob Lindsey, City Manager

ATTEST:

Sheryl Garcia, City Clerk

Approved as to form:

By: _____
City Attorney

VW3 LLC (“Subdivider”)

By: _____
Sincere Management LLC

Name, Title

EXHIBIT A

CATEGORIES OF IMPROVEMENTS

- 1. Sewer Improvements:** (a) 6" Sewer house lateral (35 LF)

Estimated Cost: \$2,170.00

- 2. Off-Site Improvements:**
- (a) Driveway approach (1 EA)
 - (b) Parkway drain (1 EA)
 - (c) Construct curb & gutter (30 LF)
 - (d) Construct new sidewalk along frontage (120 SF)

Estimated Cost: \$7,100.00

ESTIMATED COST FOR ALL IMPROVEMENTS: \$9,270.00

10% CONTINGENCY: \$927.00

TOTAL COST FOR ALL IMPROVEMENTS
PLUS CONTINGENCY: \$10,197.00

PERFORMANCE BOND (100%):	\$10,197.00
--------------------------	-------------

PAYMENT BOND (100%):	\$10,197.00
----------------------	-------------

WARRANTY BOND (25%):	\$2,549.25
----------------------	------------

TOTAL IMPROVEMENT BOND AMOUNT: \$22,943.25



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: January 10, 2023

From: Bob Lindsey, City Manager

By: John Di Mario, Director of Development Services
Saul Sanchez, Maintenance Supervisor

SUBJECT: CONSIDERATION OF A PURCHASE ORDER CONTRACT WITH COASTLINE EQUIPMENT FOR THE PURCHASE OF A SKID STEER EQUIPMENT PACKAGE FOR THE MAINTENANCE DEPARTMENT IN THE AMOUNT OF \$92,296.16

BACKGROUND

The City's Maintenance staff has explored and discussed multiple viable options for replacing the City's existing John Deere 110 Backhoe Tractor. The tractor is over 20 years old often cannot handle daily and regular usage without breaking down or having other mechanical problems. At times, replacement parts are hard to come by or have extended lead times thereby impacting the productivity and efficiency of the City's Maintenance crews.

However, because of the back-hoe attachment that the tractor is equipped with, the tractor can still remain as a piece of heavy equipment to be used in limited capacity or for specialized projects without having to experience the daily grind of regular usage. In addition, since it also has a front bucket scoop, it could also be used in secondary role in the event of an emergency or other type of significant project.

DISCUSSION

Based on the current and future needs of the City's Maintenance Department, Staff focused it's research on a skid steer to serve as a daily replacement piece of heavy equipment for the current tractor. A skid steer, or more commonly known as a "Bob Cat" is about half the size of the backhoe tractor but double the power and safety. The skid steer is nimble enough to navigate the Maintenance Yard and the various areas of La Puente Park and the Nature Center Park to accomplish almost everything that would need to be done. The recommend unit consists of a "Skid Steer Package" consisting of the skid steer unit with a 72-inch tooth bucket, 72-inch scrap grapple bucket and a 16-foot towmaster drop deck trailer to haul everything on when working around the City (see Attachment "A"). Some key features this unit has are solid tires to prevent work stoppages due to flat tires and an enclosed cab equipped with cabin HEPA filtration to keep the operator safe from harmful dust, debris and possible airborne toxins.

The skid steer will provide a safe, reliable and user-friendly piece of equipment for City Staff to use will into the future.

The purchase of the skid steer package will be awarded through a competitively bid contract (Master Contract #032119-JDC) by Sourcewell (formerly the National Joint Powers Alliance). Sourcewell is a public agency service cooperative that serves over 50,000 members. Through national solicitations, they provide the opportunity for members to purchase through nationally leveraged, competitively bid contracts. Sourcewell contracts offer a multitude of products, equipment, and services to government agencies and non-profit entities. The City of La Puente is a member of Sourcewell and has used Sourcewell contracts in the past. Section 2.20.090 (e) of the La Puente Municipal Code authorizes the City to participate in cooperative purchasing plans or programs such as Sourcewell.

FISCAL IMPACT

The total price for purchase of the skid steer package, including tax and delivery is \$92,296.16. Funding for the purchase of this item is available from the Equipment Replacement Fund through funding from the American Rescue Plan Act (“ARPA”).

RECOMMENDATION

It is recommended that the City Council: (1) approve the purchase order contract with Coastline Equipment for the purchase of a skid steer package in the amount of \$92,296.16; and (2) authorize the City Manager to execute, on behalf of the City, all documents necessary to effectuate the purchase.

ATTACHMENTS

Attachment “A”: Skid Steer Unit
Attachment “B”: Coastline Equipment Quote

ATTACHMENT A



Quote Summary

Prepared For:

CITY OF LA PUENTE CITY HALL
15900 MAIN ST
LA PUENTE, CA 91744
Business: 626-855-1500

Prepared By:

GERMAN GUTIERREZ
Coastline Equipment Company
6242 N Paramount Blvd Bldg A
Long Beach, CA 90805
Phone: 562-272-7400
german.gutierrez@coastlineequipment.com

Quote Id: 27886423
Created On: 06 December 2022

Expiration Date: 28 April 2023

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 324G SKID STEER	\$ 81,370.00	\$ 66,305.60 X	1 =	\$ 66,305.60
John Deere Extended Warranty-		\$ 0.00 X	1 =	\$ 0.00
2022 JOHN DEERE GS72B SCRAP GRAPPLE - 1T0GS72BLN0000433	\$ 0.00	\$ 5,700.00 X	1 =	\$ 5,700.00
TOWMASTER TC-9D DROP DECK TRAILER - 16FT - 4KNBF2127PL160217	\$ 0.00	\$ 11,900.00 X	1 =	\$ 11,900.00
Equipment Total				\$ 83,905.60

Quote Summary

Equipment Total	\$ 83,905.60
SubTotal	\$ 83,905.60
Sales Tax - (10.00%)	\$ 8,390.56
Total	\$ 92,296.16
Balance Due	\$ 92,296.16

ATTACHMENT B

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 27886423

Customer: CITY OF LA PUENTE CITY HALL

JOHN DEERE 324G SKID STEER

Hours: 0
Stock Number: 109480

Suggested List
 \$ 81,370.00

Selling Price
 \$ 66,305.60

Description	Qty	Unit	Extended
JOHN DEERE 324G SKID STEER LOADER BASE	1	\$ 81,370.00	\$ 81,370.00
Standard Options - Per Unit			
counter Weights	1	\$ 0.00	\$ 0.00
Beacon	1	\$ 0.00	\$ 0.00
Solid Tires	1	\$ 0.00	\$ 0.00
JDLINK	1	\$ 0.00	\$ 0.00
2SP STD FL SLEV CB/AC PQT	1	\$ 0.00	\$ 0.00
ISO SWITCHABLE CTLS & JS PPK	1	\$ 0.00	\$ 0.00
ENGINE TURBO 4TNV98CT	1	\$ 0.00	\$ 0.00
ENGLISH OP MAN & DECALS	1	\$ 0.00	\$ 0.00
12X16.5 12PR GALAXY HULK	1	\$ 0.00	\$ 0.00
3" SEAT BELT W/2"SHLDR STRAP	1	\$ 0.00	\$ 0.00
AIR SUSPENSION SEAT	1	\$ 0.00	\$ 0.00
COLD START PACKAGE 110V	1	\$ 0.00	\$ 0.00
PRE CLEANER	1	\$ 0.00	\$ 0.00
RADIO AM/FM W/BLEETOOTH	1	\$ 0.00	\$ 0.00
FOOTREST WITH FLOORMAT	1	\$ 0.00	\$ 0.00
72 IN Tooth Bucket	1	\$ 0.00	\$ 0.00
Standard Options Total			\$ 0.00
Service Agreements			
John Deere Extended Warranty -	1	\$ 0.00	\$ 0.00
Service Agreements Total			\$ 0.00
Suggested Price			\$ 81,370.00
Customer Discounts			
Customer Discounts Total		\$ -15,064.40	\$ -15,064.40
Total Selling Price			\$ 66,305.60

2022 JOHN DEERE GS72B SCRAP GRAPPLE - 1T0GS72BLN0000433

Selling Equipment

Quote Id: 27886423

Customer: CITY OF LA PUENTE CITY HALL

Hours:	0			Suggested List
Stock Number:	108363			\$ 0.00
				Selling Price
				\$ 5,700.00
Description	Qty	Unit	Extended	
JOHN DEERE GS72B SCRAP GRAPPLE	1	\$ 0.00	\$ 0.00	
Suggested Price				\$ 0.00
Customer Discounts				
Customer Discounts Total		\$ 5,700.00	\$ 5,700.00	
Total Selling Price			\$ 5,700.00	

TOWMASTER TC-9D DROP DECK TRAILER - 16FT - 4KNBF2127PL160217

Equipment Notes:	STOCK			Suggested List
Hours:	0			\$ 0.00
Stock Number:	103404			Selling Price
				\$ 11,900.00
Description	Qty	Unit	Extended	
TOWMASTER TC-9D DROP DECK TRAILER - 16FT	1	\$ 0.00	\$ 0.00	
Standard Options - Per Unit				
2 Chains 4 Binders	1	\$ 0.00	\$ 0.00	
Standard Options Total			\$ 0.00	
Suggested Price				\$ 0.00
Customer Discounts				
Customer Discounts Total		\$ 11,900.00	\$ 11,900.00	
Total Selling Price			\$ 11,900.00	



Extended Warranty Proposal

JOHN DEERE 324G SKID STEER

Date : December 21, 2022

Machine/Use Information		Plan Description	Price
Manufacturer	JOHN DEERE	Application	Deductible
Equipment Type	324G SKID STEER	Coverage	List
Model	324G SKID STEER	Total Months	
Country	US	Total Hours	

Extended Warranty is available only through authorized John Deere Dealers for John Deere Products, and may be purchased at any time before the product's Standard Warranty, or Extended Warranty expires.

Extended Warranty Proposal Prepared for:

I have been offered this extended warranty and

Customer Name - Please Print

☐ I ACCEPT the Extended Warranty

☐ I DECLINE the Extended Warranty

Customer Signature

If declined, I fully understand that any equipment listed above is not covered for customer expenses due to component failures beyond the original basic warranty period provided by John Deere.

Note : This is **not** a contract. For specific Extended Warranty coverage terms and conditions, please refer to the actual Extended Warranty contract for more information and the terms, conditions and limitations of the agreement.

What Extended Warranty is :

The Extended Warranty Program is for the reimbursement on parts and labor for covered components that fail due to faulty material or original workmanship that occur beyond the John Deere Basic Warranty coverage period. The agreement is between Deere & Company and the owners of select John Deere Construction and Forestry equipment, who purchase the Extended Warranty Plans for the desired coverage as indicated in this proposal.

What Extended Warranty is not :

Extended Warranty is not insurance. It also does not cover routine maintenance or high wear items, or insurance-related risks/perils such as collision, overturn, vandalism, wind, fire, hail, etc. It does not cover loss of income during or after an equipment failure. See the actual product-specific Extended Warranty agreement for a complete listing of covered components, and limitations and conditions under the program.

Features/Benefits:

- Extended Warranty includes the following features and benefits under the program :
- Pays for parts and labor costs incurred on failed covered components (less any applicable deductibles),
- Does not require pre-approval before repairs are made by the authorized John Deere dealership,
- Payments are reimbursed directly to the dealership with no prepayment required by the contract holder.

TERMS AND CONDITIONS

Whenever the term "Company" is mentioned herein, it is understood to refer to Coastline Equipment.

The filling of this order by the company is contingent upon strikes, fires, accidents or delay resulting from any cause beyond the company's control: and accepting delivery from the carrier shall constitute a waiver of all claims from damage by reason of delay from whatsoever cause.

It is agreed that the title and right of possession to all property sold under this contract remains in the company. Whatever may be its mode of attachment to realty or otherwise, until the company has received the full price therefore as herein provided. Upon failure to make payments or any of them as herein specified, the company may retain as liquidated damage and rental all partial payment theretofore made and shall be free to enter the premises where such property may be located and remove the same as its own without prejudice to any further claims on account of damage which the company may suffer from any cause. Purchaser agrees to do all acts and things necessary to perfect and maintain the above title and right.

The property included in this order is sold under the manufacturer's warranty only unless there is an express warranty in writing signed by an executive or manager of the company. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE HELD LIABLE HEREUNDER FOR ANY SPECIAL INDIRECT OR CONSEQUENTIAL DAMAGES HOWEVER ARISING in any case where there is an express warranty by the company of the property sold or any part of it, the company may, at its own expense, reclaim the item so warranted and repay to the purchaser any sums which may have been paid thereon, and such repayment shall satisfy and fully discharge the company's entire liability arising out of state.

This order shall not become a contract binding upon the company until approved and accepted in writing by an executive officer of the company located in Long Beach, California. Notice of such approval will be furnished to the purchaser by acknowledgment of the order.

All terms of this sale are embodied herein, and no agreement, guaranty or warranty, oral or written, expressed or implied, not included herein shall in any way enlarge, limit or qualify the rights or the liabilities of the purchaser or the company.

Purchaser agrees to install upon the equipment, at his expense, all safety devices that may be required by any federal, state, or local safety regulations. Purchaser further agrees to protect and save seller harmless from any and all claims for property damages or personal injury, including death arising out of the use and operation of the equipment, regardless of nature or cause.

TERMS OF SALE: Unless otherwise agreed in writing and unless payment is made within 10 days from the date of invoice, interest on the unpaid balance shall be at the rate of 18% annum from the date of the invoice unless applicable law makes such rate of interest illegal, in which case the rate of interest shall be maximum permitted by law.

RENTAL: Rates unless otherwise noted are based on 176 hours usage per month, 2nd or 3rd shift rates will be computed at 50% of monthly rate. Lessee agrees to pay in addition to the monthly rental charge an adjustment for the tire wear during the rental period.

FREIGHT: If stated as a separate item, is approximate and actual freight cost shall be for customer's account.

SALES or excise taxes, federal or state, now or hereafter imposed, on the sale of good covered by this proposal, shall be for the account of the customer.

THIS PROPOSAL IS NOT AN OFFER TO SELL. This document evidences preliminary negotiations. Any sales are subject to approval by the Credit Manager of Coastline Equipment and to approval by an officer of Coastline Equipment. All sales shall be upon applicable Coastline Equipment sales order forms and subject to all of the terms and conditions as set forth herein. This proposal shall automatically lapse 30 days from the date hereof.

COASTLINE EQUIPMENT reserves the right to correct clerical errors.



Coastline Commitment Guarantee for Deere Construction & Forestry Equipment

Customer: _____ Model: _____ Serial # _____

Coastline Commitment Expires: _____ Basic Warranty Expires: _____

- Full Machine Basic Warranty for 12 months, unlimited hours or remaining balance
- Pre-delivery inspection and customized set-up by Factory Certified Technicians
- Delivery walk-around with the customer by Factory Certified Salesmen
- Machine loaner for extended downtime during basic warranty
- Four hour guaranteed response time for inoperable machine
- No travel time or mileage charges for warrantable repairs during basic warranty
- Warranty repairs performed by Factory Certified Technicians
- Genuine John Deere parts and fluids provided for the first scheduled service
- CounterParts Promise – the part is in stock or its free the next day
- 25 point machine inspection prior to Basic warranty expiration
- Optional John Deere Protect customized Maintenance agreements
- Optional John Deere Protect customized extended warranties
- John Deere Connected Support:
 - JDLink™ for the life of the machine
 - Preventative Maintenance interval monitoring
 - Machine Health Alert notifications
 - Remote Diagnostics and Programming
 - Periodic machine performance review upon customer request
- StructurALL Warranty for three years / 10000 hours, whichever occurs first
- Diesel Particulate Filter (DPF) coverage for five years / 10000 hours, whichever occurs first



Customer Responsibilities:

1. Customer must notify the Service Department that machine is covered by Coastline Commitment at the time they place the initial call.
2. Customer must follow manufacturer recommended guidelines for maintenance and use Genuine John Deere parts and fluids, or their equivalent.
3. Customer must contact the Parts Department to request John Deere parts and fluids for the first scheduled service when applicable.
4. Customer has received all documents described and agrees to the terms, conditions, and responsibilities contained herein.

Terms and Conditions:

1. Commitment available on machines located within Coastline's AOR. Guaranteed response time, no cost travel, and 25-point machine inspection applicable during normal business hours; 7:00am – 5:00pm.
2. Machines purchased from rental fleet qualify the Commitment for the balance of remaining Basic warranty or for 90 days if Basic warranty has expired; also qualifies for any remaining JDLink subscription, StructurALL warranty or DPF coverage. The 25-point machine inspection is waived.
3. Loaner machine may be provided if machine is inoperable and cannot be restored to service within 36 hours from arrival of technician to machine or machine to Coastline facility. Coastline will supply like machine, if available, F.O.B. a Coastline location. Loaner is subject to standard Coastline rental terms and conditions. If a machine is unavailable or if customer does not accept machine offered, loaner provision is waived.
4. Four-hour response time guaranteed on inoperable machines and begins upon notification to Coastline's service department. The response guarantee is fulfilled once the technician has been dispatched or after the machine has been connected to via Remote Diagnostics.
5. CounterParts Promise guarantees that consumable or critical, quickly installed parts will be in stock at Coastline's location when you order and, if not, it will be there the next day and it will be free. CounterParts Promise is provided and the list of parts is available upon request.
6. Basic and StructurALL warranty terms and conditions will be provided.
7. DPF coverage is available from Coastline on machines greater than 174 gross hp, labor or travel costs not included to complete DPF hardware replacement; excludes Scraper Tractors and Mining equipment.

Customer (printed name, signature and title)

Date

Coastline Representative (printed name, signature and title)

Date



Coastline Commitment Guarantee for John Deere Compact Construction Equipment

Customer: _____ Model: _____ Serial #: _____

Coastline Commitment Expires: _____ Basic Warranty Expires: _____

- Full Machine Basic Warranty for 24 months, 2000-hours (whichever comes first) or remaining balance
- Pre-delivery inspection and customized set-up by Factory Certified Technicians
- Delivery walk-around with the customer by Factory Certified Salesmen
- Machine loaner for extended downtime during basic warranty
- Four hour guaranteed response time for inoperable machine
- No travel time or mileage charges for warrantable repairs for the first year of basic warranty
- Warranty repairs performed by Factory Certified Technicians
- Genuine John Deere parts and fluids provided for the first scheduled service
- CounterParts Promise – the part is in stock or its free the next day
- 25 point machine inspection prior to Basic warranty expiration
- Optional customized Maintenance agreements
- Optional customized extended warranties
- John Deere Connected Support:
 - JDLink™ for the life of the machine on specific John Deere models
 - Preventative Maintenance interval monitoring
 - Machine Health Alert notifications
 - Remote Diagnostics and Programming
 - Periodic machine performance review upon customer request



Customer Responsibilities:

1. Customer must notify the Service Department that machine is covered by Coastline Commitment at the time they place the initial call.
2. Customer must follow manufacturer recommended guidelines for maintenance and use Genuine John Deere parts and fluids, or their equivalent.
3. Customer must contact the Parts Department to request John Deere parts and fluids for the first two services when applicable.
4. Customer has received all documents described and agrees to the terms, conditions, and responsibilities contained herein.

Terms and Conditions:

1. Commitment available on machines located within Coastline's AOR. Guaranteed response time, no cost travel, and 25-point machine inspection applicable during normal business hours; 7:00am – 5:00pm.
2. Machines purchased from rental fleet qualify the Commitment for the balance of remaining Basic warranty or for 90 days if Basic warranty has expired; also qualifies for any remaining JDLink subscription. The 25-point machine inspection is waived.
3. Loaner machine may be provided if machine is inoperable and cannot be restored to service within 36 hours from arrival of technician to machine or machine to Coastline facility. Coastline will supply like machine, if available, F.O.B. a Coastline location. Loaner is subject to standard Coastline rental terms and conditions. If a machine is unavailable or if customer does not accept machine offered, loaner provision is waived.
4. Four-hour response time guaranteed on inoperable machines and begins upon notification to Coastline's service department. The response guarantee is fulfilled once the technician has been dispatched or after the machine has been connected to via Remote Diagnostics.
5. CounterParts Promise guarantees that consumable or critical, quickly installed parts will be in stock at Coastline's location when you order and, if not, it will be there the next day and it will be free. CounterParts Promise is provided and the list of parts is available upon request.

Customer (printed name, signature and title)

Date

Coastline Representative (printed name, signature and title)

Date



COASTLINE
Equipment



Included with the purchase of any new or rental John Deere Compact Construction Equipment machine*:

- Full Machine Basic Warranty for 24 months, 2000-hours (whichever comes first) or remaining balance
- Pre-delivery inspection and customized set-up by Factory Certified Technicians
- Delivery walk-around with the customer by Factory Certified Salesmen
- Machine loaner for extended downtime during basic warranty
- Four hour guaranteed response time for inoperable machine
- No travel time or mileage charges for warrantable repairs for the first year of basic warranty
- Warranty repairs performed by Factory Certified Technicians
- Genuine John Deere parts and fluids provided for the first scheduled service
- CounterParts Promise – the part is in stock or its free the next day
- 25 point machine inspection prior to Basic warranty expiration
- Optional customized Maintenance agreements
- Optional customized extended warranties
- John Deere Connected Support:
 - JDLink™ for the life of the machine, on specific John Deere models.
 - Preventative Maintenance interval monitoring
 - Machine Health Alert notifications
 - Remote Diagnostics and Programming
 - Periodic machine performance review upon customer request

*Coastline Commitment available on qualifying transaction. See your local dealer for details.



Machines purchased from Coastline's rental fleet qualify for these provisions for the balance of any remaining basic warranty or a period of 90 days if basic warranty has expired.

Long Beach, CA 562.272.7400

Bakersfield, CA 661.399.3600 Oxnard, CA 805.485.2106 Santa Ana, CA 714.265.5500 Santa Maria, CA 805.922.8329
Sylmar, CA 818.890.3353 Jerome, ID 208.324.2900 McCall, ID 208.634.3903 Meridian, ID 208.888.3337
Elko, NV 775.777.7070 Las Vegas, NV 702.399.2700
www.coastlineequipment.com



COASTLINE
Equipment



Included with the purchase of any new or rental John Deere Construction & Forestry machine*:

- Full Machine Basic Warranty for 12 months, unlimited hours or remaining balance
- Pre-delivery inspection and customized set-up by Factory Certified Technicians
- Delivery walk-around with the customer by Factory Certified Salesmen
- Machine loaner for extended downtime during basic warranty
- Four hour guaranteed response time for inoperable machine
- No travel time or mileage charges for warrantable repairs during basic warranty
- Warranty repairs performed by Factory Certified Technicians
- Genuine John Deere parts and fluids provided for the first scheduled service
- CounterParts Promise – the part is in stock or its free the next day
- 25 point machine inspection prior to Basic warranty expiration
- Optional John Deere Protect Maintenance agreements
- Optional John Deere Protect extended warranties
- Included John Deere Connected Support:
 - JDLink™ Ultimate subscription for the life of the machine
 - Preventative Maintenance interval monitoring
 - Machine Health Alert notifications
 - Remote Diagnostics and Programming
 - Periodic machine performance review upon customer request
- StructurALL Warranty for three years / 10000 hours, whichever occurs first.
- Diesel Particulate Filter (DPF) coverage for five years / 10000 hours, whichever occurs first

*Coastline Commitment available on qualifying transaction. See your local dealer for details and Terms & Conditions.



Machines purchased from Coastline's rental fleet qualify for these provisions for the balance of any remaining basic warranty or a period of 90 days if basic warranty has expired. They qualify for the remaining duration of any StructurALL warranty and DPF coverage.

Long Beach, CA 562.272.7400

Bakersfield, CA 661.399.3600 Oxnard, CA 805.485.2106 Santa Ana, CA 714.265.5500 Santa Maria, CA 805.922.8329
Sylmar, CA 818.890.3353 Jerome, ID 208.324.2900 McCall, ID 208.634.3903 Meridian, ID 208.888.3337
Elko, NV 775.777.7070 Las Vegas, NV 702.399.2700
www.coastlineequipment.com



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: January 10, 2023

From: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION OF A PURCHASE ORDER CONTRACT WITH CONTAINER CONCEPTS® FOR THE CONSTRUCTION OF A 20' COFFEE SHOP CONTAINER FOR LA PUENTE PARK IN THE AMOUNT OF \$57,750.00

BACKGROUND/DISCUSSION

At the City Council meeting of December 13, 2022, Council approved the container-style for the proposed container coffee shop to be located at La Puente Park and directed Staff to proceed with the project. Staff has obtained a bid proposal from Container Concepts® in the amount of \$57,750.00 to construct a 20' by 8' coffee shop container for La Puente Park.

Section 2.21.020 (b) (1) of the La Puente Municipal Code authorizes the City to contract for public works projects by negotiated contract or purchase order, when the price of the project is under certain established thresholds. The current threshold per Section 22032 (a) of the California Public Contracts Code is \$60,000.00.

FISCAL IMPACT

The price for the project is \$57,750.00 and funding for this project is available through the Miscellaneous Grants Funds.

RECOMMENDATION

It is recommended that the City Council: (1) approve the purchase order contract with Container Concepts® in the amount of \$57,750.00; and (2) authorize the City Manager to execute the Agreement.

ATTACHMENTS

Attachment "A": Container Concepts® Estimate



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: January 10, 2023

From: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH POLARIS LIGHTING ASSOCIATES FOR COMPREHENSIVE PROFESSIONAL LIGHTING SERVICES FOR THE LA PUENTE COMMUNITY CENTER COURTYARD IN THE AMOUNT OF \$166,894.80

BACKGROUND

The Community Center and Courtyard of the City of La Puente were constructed in the late 1980s. The existing equipment and lighting are outdated and unreliable, and it has become challenging to repair or get replacements for a significant number of system components. Staff has identified Polaris Lighting Associates (“Polaris”) as the consultant most qualified to provide professional lighting services to the City, including conceptual/schematic design, state-of-the-art equipment, and experience for quick and reliable installation on-site.

DISCUSSION

Polaris has conducted several site visits with Staff to assess the City’s needs and goals, identify areas of concern and develop a preliminary scope of work. Attached to this report is a Professional Services Agreement with Polaris to provide the City with comprehensive professional lighting services. The scope of work is divided into six parts: Part 1 consists of a control center with a touchscreen that controls the lights directly and costs approximately \$2,850.00. Part 2 includes the lighting for the courtyard at the cost of approximately \$47,210.00. The third section includes festoon lights for the canopy at the cost of approximately \$4,822.00. Part 4 comprises front canopy lighting at an approximate cost of \$21,056.00. The cost of Part 5's stage lighting is approximately \$36,472.00. Part 6 includes the installation services for a cost of \$40,985.00. Since 2000, Polaris has been continuously operating in Southern California, offering professional lighting services to businesses, theaters, productions, and other clients and project types.

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

FISCAL IMPACT

The price for the project is \$166,894.80 with a 10 percent (10%) project contingency of \$16,689.48 which brings the total cost to \$183,584.28. Funding for this project is available through the Miscellaneous Grants Funds.

RECOMMENDATION

It is recommended that the City Council: (1) approve the Professional Service Agreement with Polaris Lighting Associates in the amount of \$166,894.80; (2) authorize the City Manager to execute the Agreement and approve change orders up to 10% of the original bid amount; and (3) provide any necessary direction to Staff.

ATTACHMENTS

Attachment “A”: Professional Services Agreement

CITY OF LA PUENTE

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT (“Agreement”), is made and effective as of January 10, 2023, between the City of La Puente, a municipal corporation (“City”) and Polaris Lighting Associates, a California corporation (“Consultant”). The City and Consultant are hereinafter collectively referred to as the “Parties”.

RECITALS

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

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

1. TERM

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

2. SERVICES

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

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

(c) Consultant shall perform all Services in a manner reasonably satisfactory to the City and in a manner in conformance with the standards of quality normally observed by an entity providing comprehensive professional lighting 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 one hundred sixty-six thousand eight hundred ninety-four dollars and eighty cents (\$166,894.80) 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 Lemieux O'Neill
500 S. Grand Avenue, 12th Floor
Los Angeles, CA 90071
Tel: (213) 744-0099

If to Contractor:

Polaris Lighting Associates
624 Irving Avenue
Glendale, CA 91201
Tel: (818) 265-0330

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

17. ENTIRE AGREEMENT

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

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

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

(Signatures on following page)

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

"CITY"

City of La Puente

"CONSULTANT"

Polaris Lighting Associates

By: _____
Bob Lindsey, City Manager

By:  _____
Its: STEVE PRADO - PROJECT MANAGER

Attest:

By: _____
Sheryl Garcia, City Clerk

Approved as to form:

By: _____
Jesse M. Jauregui, City Attorney

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

EXHIBIT A

SCOPE OF SERVICES/RATE SCHEDULE

Polaris Lighting Associates

624 Irving Avenue
Glendale, CA 91201
Tel: 818-265-0330 Fax: 818-265-0333
CA C-10# 786277



BILL TO:

Syseroo Energy Solutions
215 Fourier Ave. Suite 140
Fremont, CA 94539

(510) 919-1543
Steve Grigas

PROJECT QUOTE

QUOTE # 2089
DATE 1/3/2023

SHIP TO:

La Puente Community Center
501 Glendora Ave
La Puente, CA 91744

ACCT. REP	P.O. NUMBER	PROJECT NAME	VERSION	SHIP VIA	F.O.B.	TERMS
Steve Prado		La Puente Community Center Courtyard Lighting Upgrade	3	FOB ORIGIN, FREIGHT PREPAY & ASD	CT	25% Deposit - 75% Net 30

EQUIPMENT	10% SALES TAX	TAXABLE SUBTOTAL	SERVICES	SHIPPING	GRAND TOTAL
\$112,418.00	\$11,241.80	\$123,659.80	\$40,985.00	\$2,250.00	\$166,894.80

CONTROL

QTY.	DESCRIPTION	MODEL	MANUFACTURER
1	EchoTouch Mk2 Controller, Black	ETS-4	ETC
1	Table Top Control Panel Box, 3 Gang, Black	147G3BK	Ace Backstage
1	Power Supply, 24VDC, 1A	E-AP82	ETC
1	IDC DMX Termination Kit	4100A1013	ETC
1	DMX Wireless Vero Transceiver, Outdoor Rated, 900MHz/2.4GHz (Tx1)	7400-5902	City Theatrical

\$2,858.00

COURTYARD LIGHTING

QTY.	DESCRIPTION	MODEL	MANUFACTURER
18	LED Wash Fixture, White, IP66 Outdoor Rated, Black, Desire Studio Tungsten	SELD40TO-0X	ETC
18	7.5 in wide lens (oblong field)	SELOW-7.5	ETC
18	10' DMX Cable, Outdoor Rated, XLR 5 Pin	ZPQ45N8HD10	TMB
2	5' DMX Cable, Outdoor Rated, XLR 5 Pin	ZPQ45N8HD05	TMB
2	DMX Wireless Vero Transceiver, Outdoor Rated, 900MHz/2.4GHz (Rx1 & Rx4)	7400-5902	City Theatrical
16	10' Weatherproof Molex Power Extension Cable	DPJM-10	ETC

\$47,210.00

CANOPY FESTOON LIGHTING

QTY.	DESCRIPTION	MODEL	MANUFACTURER
1	Festoon Lighting, Outdoor Rated, Suspended Sockets, 2" Spacing, 330' Roll, w/1.4W LED White Lamps	LS-MB-24-330-BK	American Lighting
1	600 watt DMX Phase Adaptive Dimmer (120 V), KO Mounting	UFD	ETC
1	5' DMX Cable, Outdoor Rated, XLR 5 Pin	ZPQ45N8HD05	TMB
1	DMX Wireless Vero Transceiver, Outdoor Rated, 900MHz/2.4GHz (Rx3)	7400-5902	City Theatrical

\$4,822.00

CANOPY STAGE FRONT LIGHTING

QTY.	DESCRIPTION	MODEL	MANUFACTURER
6	LED Wash Fixture, White, IP66 Outdoor Rated, Black, Desire Studio Tungsten	SELD60X-T	ETC
6	Medium Oval 30" x 70" lens (To be installed at ETC)	D60XT-OM	ETC
1	35' DMX Cable, Outdoor Rated, XLR 5 Pin	ZPQ45N8HD35	TMB
1	5' DMX Cable, Outdoor Rated, XLR 5 Pin	ZPQ45N8HD05	TMB
1	DMX Wireless Vero Transceiver, Outdoor Rated, 900MHz/2.4GHz (Rx2)	7400-5902	City Theatrical
2	10' Weatherproof Molex Power Extension Cable	DPJM-10	ETC

\$21,056.00

STAGE LIGHTING

QTY.	DESCRIPTION	MODEL	MANUFACTURER
15	LED Wash Fixture, 7 Color, IP66 Outdoor Rated, Black, Desire Lustre	SELD40LO-0X	ETC
11	7.5 in Wide Round lens (To be installed at ETC. Label the boxes with lens type)	SELRW-7.5	ETC
4	7.5 in Wide Oval lens (To be installed at ETC. Label the boxes with lens type)	SELOW-7.5	ETC
1	25' DMX Cable, Outdoor Rated, XLR 5 Pin	ZPQ45N8HD25	TMB
3	10' DMX Cable, Outdoor Rated, XLR 5 Pin	ZPQ45N8HD10	TMB
8	5' DMX Cable, Outdoor Rated, XLR 5 Pin	ZPQ45N8HD05	TMB
1	DMX Wireless Vero Transceiver, Outdoor Rated, 900MHz/2.4GHz (Rx5)	7400-5902	City Theatrical

\$36,472.00

SERVICES

QTY.	DESCRIPTION	MODEL	MANUFACTURER
1	COMPLETE ELECTRICAL, FIXTURE INSTALLATION, TERMINATION, PROGRAMMING OF ALL ITEMS LISTED ABOVE - NO PERMITS ARE REQUIRED FOR THIS PROJECT. - SCAFFOLDING IS INCLUDED IN THIS PACKAGE. - WE ESTIMATE THAT THIS PROJECT WILL REQUIRE 9 DAYS OF ON-SITE INSTALLATION.		
1	PROJECT MANAGEMENT SERVICES		

\$40,985.00

Terms & Conditions

* Due to increased level of pricing volatility of equipment and materials, all items listed in section VII Theatrical Lighting Fixtures and Accessories will be subject to immediate release/shipment once submittals are approved. If customer wishes to request that these items be held as "Hold-for-Release", pricing invoiced will reflect current pricing at time items are shipped/delivered, NOT quoted pricing.

* The freight is an estimate only. Actual freight charges will be invoiced. Terms are FOB Origin, Freight Prepay and Add. Any expedited freight charges will be billed separately.

* All electrical components, cabling, installation, high & low voltage terminations & installation shall be performed by Polaris Lighting.

* All labor will be at certified labor rates. No OCIP/CCIP rates or PLA provisions are included.

* Any deviations/alterations to the attached Bill of Materials will void the above pricing offer, and job will have to be pre-priced accordingly.

* This quotation is valid for 30 days and must be verified for purchase outside this time frame.

This bill of materials is based on our interpretation of either partial plans and specifications or a list of equipment.
Orders placed for this job will only be accepted per this bill of materials, not per plans and specifications.

System commissioning is contingent on all Polaris invoices being paid in full.
Products and services are sold only on the terms and conditions stated in our published "Terms & Conditions" unless specifically agreed to in writing by an officer of Polaris Lighting conditions.
Acceptance of any products or services is construed as acceptance of our terms and conditions.
Orders on forms printed with other terms and is construed as acceptance of our terms and conditions.
Orders on forms printed with other terms and conditions must state "Subject to Polaris Lighting Terms & Conditions."

Acceptance of above Pricing & Terms agreed to by:

Name: _____ Signature: _____
Date: _____

EXHIBIT B

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: January 10, 2023

From: Bob Lindsey, City Manager

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

SUBJECT: RECEIVE AND FILE THE CITY'S ANNUAL COMPREHENSIVE FINANCIAL
REPORT FOR FISCAL YEAR ENDED JUNE 30, 2022

BACKGROUND

The audit of the City's financial statements for the Fiscal Year Ended June 30, 2022 (FY 2021/2022) has been completed. The independent auditor, Van Lant & Fankhanel, LLP, rendered an unqualified opinion on the Annual Comprehensive Financial Report (ACFR). An "unqualified opinion" is issued when the independent auditor believes that the City's financial statements are sound and free from material misstatements.

In compliance with requirements of the State of California and past City practices, the following reports are submitted to the City Council to be received and filed:

- Annual Comprehensive Financial Report
- Independent Accountant's report on Agreed-Upon Procedures Applied to Appropriations Limit Worksheets
- Independent Auditor's report on Internal Control and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards
- Statement on Auditing Standards No. 114 Report

DISCUSSION

The FY 2021-22 ACFR is attached for your review. The City ended the fiscal year with fund balance in the General Fund of \$26,078,491 – a decrease of \$799,859 from the previous fiscal year. This decrease is attributable to an unfavorable market value adjustment to the City's investment portfolio required by accounting standards. This is also known as a paper loss and does not represent a monetary decrease in available resources. Revenues from sales taxes and property taxes increased from the prior year by 5.47% and 4.19%, respectively, showcasing a progressive trend in tax receipts.

Expenditures in the General Fund fell short of budgeted appropriations by \$1,265,998 due to savings in the public safety category as well as shifting of capital projects to grants and other funding sources.

The following presents General Fund actuals for the past several years.

	FY 18-19 Actuals	FY 19-20 Actuals	FY 20-21 Actuals	FY 21-22 <u>Actuals</u>
Revenues	\$14,646,970	\$16,961,227	\$17,683,671	\$16,760,519
Other Financing Sources	-	-	-	-
Total Revenues	<u>16,961,227</u>	<u>17,683,671</u>	<u>17,683,671</u>	<u>16,760,519</u>
Expenditures	12,693,029	13,289,696	14,980,652	16,680,602
Other Financing Uses	73,014	80,794	668,375	879,776
Total Expenditures	<u>13,370,490</u>	<u>15,649,027</u>	<u>15,649,027</u>	<u>17,560,378</u>
Increase (decrease) in Fund Balance	<u>\$1,880,927</u>	<u>\$3,590,737</u>	<u>\$2,034,644</u>	<u>\$(799,859)</u>

The General Fund reserves as of June 30, 2022, were \$26,078,491. The fund balance reserves are categorized as follows:

Non-Spendable	\$ 10,162,906
Unassigned	15,915,585

The first category, Non-Spendable, is not in liquid form and therefore, cannot be used to pay for operating expenditures. A significant portion of non-spendable reserves is made up of money due to the City from loans to the former Redevelopment Agency as well as prepaid expenses.

The total year end fund balance for all governmental funds, including the General Fund, Special Revenue Funds, Capital Projects Funds, and Debt Services Funds was \$33,699,676.

The Government Finance Officers Association of the United States and Canada (GFOA) awarded a Certificate of Achievement for Excellence in Financial Reporting to the City of La Puente for its ACFR for the fiscal year ended June 30, 2021. In order to be awarded a Certificate of Achievement, the government had to publish an easily readable and efficiently organized comprehensive annual financial report. This report must satisfy both generally accepted accounting principles and applicable legal requirements. The City has submitted the ACFR for the award program once again this year and staff has every expectation that the award will be received for FY 2021-2022.

FISCAL IMPACT

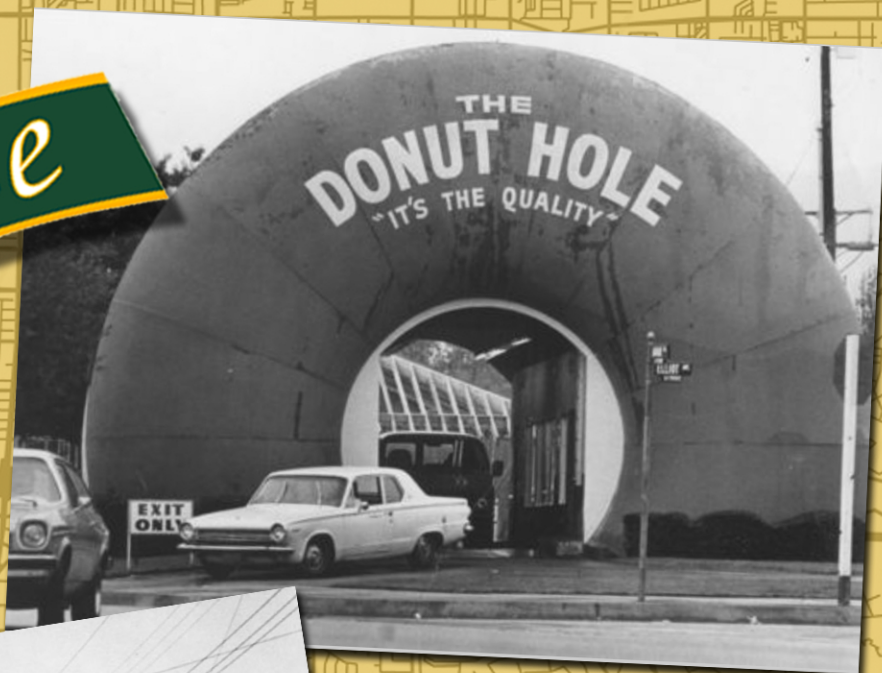
The City ended the year with expenditures exceeding revenues by \$6,511,937 leading to a decrease in fund balance, driven by an unfavorable market value adjustment and lagging reimbursement timelines for capital grants claimed within the fiscal year. The majority of these grant reimbursements will be realized in the next fiscal period.

RECOMMENDATION

It is recommended that the City Council receive and file the Annual Comprehensive Financial Report, the Independent Accountant's report on the Appropriations Limit Worksheet, the Independent Auditor's Report on Internal Control and Compliance, and the Statement on Auditing Standard No. 114 Report for the fiscal year ended June 30, 2022.

ATTACHMENTS

Attachment "A":	Annual Comprehensive Financial Report
Attachment "B":	Independent Accountant's report on Agreed-Upon Procedures Applied to Appropriations Limit Worksheets
Attachment "C":	Statement on Auditing Standard No. 114 Report
Attachment "D":	Independent Auditor's Report on Internal Control and Compliance



City of La Puente, California

Annual Comprehensive Financial Report
for the Fiscal Year Ended June 30, 2022



INDEPENDENT ACCOUNTANT'S REPORT ON AGREED-UPON PROCEDURES APPLIED TO APPROPRIATIONS LIMIT WORKSHEETS

City Council
City of La Puente
La Puente, California

We have performed procedures enumerated below to be the accompanying Appropriations Limit worksheet of the City of La Puente, for the year ended June 30, 2022. These procedures, which were agreed to by the City of La Puente and the League of California Cities (as presented in the publication entitled *Agreed-upon Procedures Applied to the Appropriations Limitation Prescribed by Article XIII B of the California Constitution*), were performed solely to assist the City in meeting the requirements of Section 1.5 of Article XIII B of the California Constitution. The City's management is responsible for the Appropriations Limit worksheet. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The procedures performed and our findings were as follows:

1. We obtained the completed worksheets and compared the limit and annual adjustment factors included in those worksheets to the limit and annual adjustment factors that were adopted by resolution of the City Council. We also compared the population and inflation options included in the aforementioned documents to those that were selected by a recorded vote of the City Council.

Finding: No exceptions were noted as a result of our procedures.

2. For the accompanying Appropriations Limit worksheet, we added last year's limit to total adjustments and agreed the resulting amount to this year's limit.

Finding: No exceptions were noted as a result of our procedures.

3. We agreed the current year information presented in the accompanying Appropriations Limit worksheet to the other documents referenced in #1 above.

Finding: No exceptions were noted as a result of our procedures.

4. We agreed the prior year appropriations limit presented in the accompanying Appropriations Limit worksheet to the prior year appropriations limit adopted by the City Council during the prior year.

Finding: No exceptions were noted as a result of our procedures.

Van Lant & Fankhanel, LLP

29970 Technology Drive, Suite 105 A
Murrieta, CA 92563
909.856.6879

ATTACHMENT B

We were not engaged to, and did not, perform an examination, the objective of which would be the expression of an opinion on the accompanying Appropriations Limit worksheet. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you. No procedures have been performed with respect to the determination of the appropriations limit for the base year, as defined by the League publication entitled *Article XIII B of the California Constitution*.

This report is intended solely for the use of the City Council and management of the City of La Puente and is not intended to be and should not be used by anyone other than these specified parties. However, this report is a matter of public record and its distribution is not limited.

Van Lant & Fankhauser, LLP

December 14, 2022

CITY OF LA PUENTE
APPROPRIATIONS LIMIT COMPUTATION
2021 – 2022

	<u>2021 - 2022</u>
Change in Per Capita Personal Income	5.73%
Population Change	
City of La Puente Population Growth	-0.67%
Change in Per Capita Personal Income Converted to a Ratio	1.0573
Population Growth Converted to a Ratio	0.9933
Calculation of Growth Factor	1.0502
2020 - 2021 Appropriations Limit	<u>\$ 103,974,007</u>
2021 - 2022 Appropriations Limit (\$103,974,007 x 1.0502)	<u>\$ 109,193,502</u>

December 14, 2022

City Council
City of La Puente
La Puente, CA

We have audited the financial statements of the governmental activities, business-type activities, each major fund, and the aggregate remaining fund information of the City of La Puente for the year ended June 30, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated May 16, 2022. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Findings

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the City are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during the fiscal year, except for the implementation of GASB Statement No. 87, *Leases*. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

Management's estimate of the fair value of investments is based on information provided by financial institutions. We evaluated the key factors and assumptions used to develop the fair value of investments in determining that it is reasonable in relation to the financial statements as a whole.

Management's estimate of capital assets depreciation is based on historical estimates of each capitalized item's useful life. We evaluated the key factors and assumptions used to develop the estimated useful lives in determining that they are reasonable in relation to the financial statements as a whole.

Management's estimate of the net pension and net OPEB liabilities are based on actuarial information provided by the California Public Employee Retirement System's (CalPERS) actuarial office, and other sources. We evaluated the key factors and assumptions used to develop these liabilities in determining that the estimated liabilities are reasonable in relation to the financial statements as a whole.

Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

The disclosure of the fair value of investments in Note 2 to the financial statements represents amounts susceptible to market fluctuation.

The disclosure of accumulated depreciation in Note 5 to the financial statements is based on estimated useful lives which could differ from actual useful lives of each capitalized item.

The disclosures for the net pension and net OPEB liabilities in Notes 8 and 9 to the financial statements are based on assumptions for discount rates, etc., which could differ from actual experience. The notes disclose the differences in these liabilities if different assumptions are used in estimating these liabilities.

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. In addition, none of the misstatements detected as a result of audit procedures and corrected by management were material, either individually or in the aggregate, to each opinion unit's financial statements taken as a whole.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated December 14, 2022.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a “second opinion” on certain situations. If a consultation involves application of an accounting principle to the City’s financial statements or a determination of the type of auditor’s opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City’s auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the Management’s Discussion and Analysis, Schedule of Changes in the Net OPEB Liability, Schedule of Plan Contributions (OPEB), Schedule of Proportionate Share of the Net Pension Liability, and the Schedule of Plan Contributions, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on supplementary information, as listed in the table of contents, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the introductory and statistical sections, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

This information is intended solely for the use of the City Council and management of the City and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Van Lant & Fankhaenel, LLP



**Independent Auditor's Report on Internal Control over Financial Reporting and
on Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance with Government Auditing Standards**

City Council
City of La Puente
La Puente, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, business-type activities, each major fund and the aggregate remaining fund information of the City of La Puente (City), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 14, 2022.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be

material weaknesses or significant deficiencies and therefore, material weaknesses may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Van Lant & Fankhaenel, LLP

December 14, 2022



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: January 10, 2023

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 January 14, 2023 through February 14, 2023, pursuant to Brown Act provisions.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 23-5772, authorizing the City Council, City Boards, and all Commissions of the City continue to hold teleconferenced meetings from January 14, 2023, through February 14, 2023.

ATTACHMENTS

Attachment "A": Resolution No. 23-5772

RESOLUTION NO. 23-5772

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 JANUARY 14, 2023, THROUGH FEBRUARY 14, 2023 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 January 14, 2023 and continuing until the earlier of February 14, 2023, 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 10th day of January, 2023, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: January 10, 2023

From: Bob Lindsey, City Manager

By: Sheryl Garcia, MMC, CPM, City Clerk

SUBJECT: CONSIDERATION OF: (1) APPOINTMENTS TO REGIONAL BOARDS;
AND (2) A RESOLUTION APPOINTING SPECIFIC REPRESENTATIVES
TO THE SAN GABRIEL VALLEY COUNCIL OF GOVERNMENTS

BACKGROUND/DISCUSSION

Each year following the reorganization of the City Council the incoming Mayor appoints Council Members to serve as representatives on regional boards, commissions and committees that require City Council representation.

The current list of appointments is shown below:

ORGANIZATION

California Contract Cities Association
Sanitation District 15 & 21
League of California Cities L.A. Div.
City Selection Committee
San Gabriel Valley COG
California JPIA
Foothill Transit Governing Board
San Gabriel Valley Mosquito &
Vector Control District

DEL/ALT

Argudo/Quinones
Klinakis/Munoz
Argudo/Mendoza
Klinakis/Munoz
Quinones/Argudo
Quinones/All Council
Munoz/Klinakis
Klinakis

The Los Angeles County Sanitation District and City Selection Committee require that the Mayor be the delegate to represent the City. Therefore, only an alternate need be appointed to the Sanitation District and City Selection Committee.

The San Gabriel Valley Council of Governments (SGVCOG) requires appointments to its board be made by resolution, therefore, a draft resolution appointing representatives to the SGVCOG is attached for consideration.

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council: (1) authorize the Mayor to appoint representatives and delegates to regional boards, commissions and committees; and (2) adopt Resolution No. 23-5771. Appointing Specific Representatives to the San Gabriel Valley Council of Governments.

ATTACHMENTS

Attachment "A": Resolution No. 23-5771

RESOLUTION NO. 23-5771

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE, CALIFORNIA, APPOINTING SPECIFIC
REPRESENTATIVES TO THE SAN GABRIEL VALLEY
COUNCIL OF GOVERNMENTS**

WHEREAS, the City of La Puente executed the San Gabriel Valley Council of Governments Joint Powers Agreement and is currently a member of the San Gabriel Valley Council of Governments; and

WHEREAS, the Joint Powers Agreement for the San Gabriel Valley Council of Governments requires that each member city appoint a Governing Board Representative and an Alternate Governing Board Representative to represent the City in conducting the affairs of the San Gabriel Valley Council of Governments.

**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. That the City of La Puente appoints [insert appointee name] to serve as the Governing Board Representative and [appointee name] to serve as the Alternate Governing Board Representative to the San Gabriel Valley Council of Governments.

SECTION 3. The individuals designated in this Resolution shall serve until replaced by resolution or until they become ineligible pursuant to the terms of the Joint Powers Agreement of the San Gabriel Valley Council of Governments.

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 10th day of January, 2023, by the following vote:

AYES:	COUNCILMEMBER:
NOES:	COUNCILMEMBER:
ABSENT:	COUNCILMEMBER:
ABSTAIN:	COUNCILMEMBER:

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: January 10, 2023

From: Bob Lindsey, City Manager

By: Sheryl Garcia, MMC, CPM, City Clerk

SUBJECT: CONSIDERATION OF APPOINTMENTS OF CITY COUNCIL MEMBERS
TO AD HOC COMMITTEES

BACKGROUND/DISCUSSION

Annually following the reorganization of the City Council the incoming Mayor reviews the list of ad hoc committees to ensure the committees align with City Council priorities and dissolves, establishes and appoints Council Members to committees as necessary.

The list of current ad hoc committees and members is shown below:

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

FISCAL IMPACT

None.

RECOMMENDATION

It is recommended that the City Council authorize the Mayor to dissolve, establish and appoint to ad hoc committees as necessary.

ATTACHMENTS

None.



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: January 10, 2023

From: Bob Lindsey, City Manager

SUBJECT: CONSIDERATION OF APPOINTMENTS TO THE LA PUENTE COMMUNITY FOUNDATION

BACKGROUND

On June 25, 2019, the City Council approved Resolution No. 19-5503 approving the establishment and formation of a Public Benefit Corporation called the “La Puente Community Foundation” (“Foundation”) for the purpose of managing funds received by the Foundation through grants, donations, and corporate support, and for directing such funds for the benefit of the La Puente community. The Resolution authorized and directed the City Manager and City staff to take actions necessary to form the Foundation and recruit qualified board members.

On January 28, 2020, the City Council appointed Kevin Xie, Rajeev Parikh, Samantha Marquez, Gil Anthony Duarte, and Barouir Deirmenjian to the La Puente Community Foundation.

On October 28, 2020, the Foundation held its first meeting and determined the board seats for all non-profit applications.

At the Foundation’s March 17, 2021, meeting, two Directors were chosen randomly to serve two-year terms and the three remaining Directors would serve four-year terms as shown in the following chart:

Name	Appointed	Term Expires
Barouir Deirmenjian	10/28/2020	10/28/2022
Gil Anthony Duarte	10/28/2020	10/28/2022
Samantha Marquez	10/28/2020	10/28/2024
Rajeev Parikh	10/28/2020	10/28/2024
Kevin Xie	10/28/2020	10/28/2024

The seats held by Barouir Deirmenjian and Anthony Duarte have expired and the seats held by Samantha Marquez and Rajeev Parikh are vacant due to their resignations. This leaves two 4-year terms and two unexpired terms due to resignations available for appointment.

The Foundation received applications from five (5) qualified applicants who are identified on the table below. Four (4) positions are available for appointment by the City Council.

La Puente Community Foundation Qualified Applicants (in alphabetical order)
Barouir Deirmenjian
Jose Francisco Sanchez
Jorge Renteria
Martin (Marty) Paz
Rolando Utz

RECOMMENDATION

It is recommended that the City Council: (1) make appointments to the La Puente Community Foundation; or (2) provide direction to staff regarding appointments.

ATTACHMENTS

None.



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: January 10, 2023

From: Bob Lindsey, City Manager

By: Alex Bauman, Director of Community Services

SUBJECT: UPDATE AND DISCUSSION REGARDING SENIOR AND SPECIAL
NEEDS PROGRAMMING

BACKGROUND/DISCUSSION

City Staff will provide an update on Senior and Special Needs programming within the Community Services Department.

FISCAL IMPACT

None.

RECOMMENDATION

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

ATTACHMENTS

None.



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: January 10, 2023

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: DISCUSSION AND DIRECTION REGARDING ALLOCATION OF AMERICAN RESCUE PLAN ACT FUNDS (MAYOR KLINAKIS AND MAYOR PRO TEM MUNOZ)

BACKGROUND/DISCUSSION

At the December 8, 2021, special City Council meeting, the City Council approved the allocation of the final distribution of American Rescue Plan Act (“ARPA”) funds. It was agreed that proposed projects, regardless of funding amount, come before the City Council for consideration and approval.

At the May 10, 2022, City Council meeting, the City Council agreed that use of ARPA funds up to \$4,000 could be used by each Councilmember with the understanding that all expenditures are communicated to the City Manager, adhere to federal guidelines, and are reported out within the warrant register.

City staff is requesting the City Council provide discussion and direction to Staff regarding upcoming use of ARPA funds.

FISCAL IMPACT

All funds allocated herein will be appropriated from the ARPA fund and expended in compliance with the requirements of the City’s purchasing policy.

RECOMMENDATION

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

ATTACHMENTS

None.



City of La Puente AGENDA REPORT

To: Mayor and City Council For meeting of: January 10, 2023

From: Bob Lindsey, City Manager

SUBJECT: DISCUSSION AND DIRECTION REGARDING PROCEDURES FOR
PLACING MATTERS ON MEETING AGENDAS (MAYOR PRO TEM
MUNOZ)

BACKGROUND/DISCUSSION

Mayor Pro Tem Munoz has requested a discussion regarding the procedures for placing matters on City meeting agendas. The current policy (Resolution No. 95-3662) is attached for Council's reference.

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. 95-3662

RESOLUTION NO. 95-3662

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA PUENTE REGARDING PROCEDURES FOR PLACING
MATTERS ON CITY MEETING AGENDAS AND REPEALING
RESOLUTION NO. 94-3597

THE CITY COUNCIL OF THE CITY OF LA PUENTE DOES HEREBY FIND,
ORDER AND RESOLVE AS FOLLOWS:

WHEREAS, agendas for meetings of the City Council and other City
commissions and committees frequently contain numerous items; and

WHEREAS, City Staff must complete the agendas in a timely manner in order to
distribute them to the members of the particular body in sufficient time to allow them to review
the agenda items prior to the particular meeting; and

WHEREAS, it will promote the orderly preparation of agendas if procedures are
established for placing matters on agendas of meetings of the City Council and City commissions
and committees;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LA PUENTE
DOES HEREBY ORDER AND RESOLVE AS FOLLOWS:

Section 1: When a Member of the City Council or a Member of a City
commission or committee wishes to have an item placed on an agenda of an upcoming City
Council meeting or on an agenda of a City commission or committee, the following procedures
shall be followed:

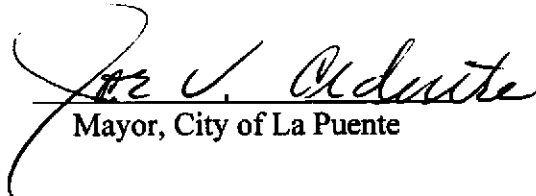
1. The Member wishing to have an item placed on an agenda for an
upcoming meeting shall so advise the City Manager or the City Manager's
designee prior to the deadlines which have been established by the Municipal
Code and City Staff for placing items on the agenda. No Member shall place
more than two items on any one agenda. Any Member who wishes to revise,
amend or substitute an item which that Member previously placed on an agenda
must submit such revisions to City Staff prior to the aforementioned deadlines. If
the Member has any relevant written materials or information which the Member
would like to have considered at the meeting, the Member also shall provide the
information or materials to City Staff prior to the agenda deadline.
2. In accordance with the procedures of the Ralph M. Brown Act, the item
shall be listed on the agenda, and if the Member who is placing the item on the
agenda has not provided any written materials or agenda statement regarding the
item, City Staff shall prepare a brief agenda statement describing the matter which
is to be considered.

3. If the Member wishing to have the item placed on the agenda also wishes a City employee, consultant or other individual performing services for the City on a contractual basis to collect information, perform research, or prepare documents or materials, other than the agenda statement described in Paragraph 2 above, the Member first must request the body which will be considering the item to approve the performance of the requested work. This Paragraph shall not apply to requests made by a Member to the City Attorney to analyze potential conflicts of interest of that particular Member.

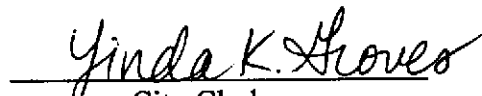
Section 2: Resolution No. 94-3597 is hereby repealed.

PASSED, APPROVED and ADOPTED this 24th day of January, 1995.

AYES:	COUNCILMEMBERS: Chavez, Perez, Alderete
NOES:	COUNCILMEMBERS: Holguin-Fallon
ABSENT:	COUNCILMEMBERS: Storing
ABSTAIN:	COUNCILMEMBERS: None


Mayor, City of La Puente

ATTEST:


City Clerk