

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
FEBRUARY 14, 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, Quinones

PLEDGE OF ALLEGIANCE

PRESENTATIONS

Presentation of In Memoriam Certificate in Honor of Sara Flowers

ORAL COMMUNICATIONS

If you wish to address the City Council - Successor Agency on an item other than a public hearing matter, please 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. (Ordinance No. 06-843.)

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 MEETINGS OF JANUARY 24, 2023, AND FEBRUARY 7, 2023

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 meetings of January 24, 2023, and February 7, 2023.

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL - None

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 RESOLUTION NO. 1545

Staff Recommendation: It is recommended that the City Council and Successor Agency adopt Resolution No. 23- 5776 approving Warrant Register No. 1545.

D-2 CONSIDERATION OF A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE STATE OF CALIFORNIA FOR 2022 CALHOME HOMEOWNERSHIP GRANT PROGRAM

Staff Recommendation: It is recommended that the City Council adopt Resolution No. 23-5777 authorizing the submittal of an application for the 2022 CalHome Homeownership Grant Program.

D-3 CONSIDERATION OF A RESOLUTION DECLARING AS SURPLUS PROPERTY ONE TRACTOR, TWO MOWERS, AND ONE ELECTRIC CART IN THE CITY'S FLEET, AUTHORIZING THE SALE OF THE SURPLUS VEHICLES AT AUCTION, AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KEN PORTER AUCTION CO. FOR THE SALE OF THE VEHICLES

Staff Recommendation: It is recommended that the City Council: (1) adopt Resolution No. 23-5778 declaring as surplus property, one tractor, two mowers, and one electric cart in the City's fleet, authorizing the sale of the surplus vehicles at auction; and (2) approve the Professional Services Agreement with Ken Porter Auction Co. for the sale of the vehicles and authorize the City Manager to execute the Agreement on behalf of the City.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL – None

ADHOC COMMITTEE REPORTS

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

NAME

Code Enforcement Committee

La Puente Park Fees, Ordinance and Program Oversight Committee

Project LEAD Committee

LPQT Action Committee

Adaptive Sports League and Enrichment Programs Oversight Committee

MEMBERS

Klinakis/Mendoza

Munoz/Quinones

Mendoza/Quinones

Mendoza/Quinones

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 <http://www.lapunte.org>.

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.

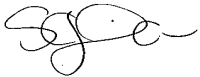
MEETING TIMES

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 9th day of February 2023.



Sheryl Garcia, MMC, CPM
City Clerk

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
CLOSED SESSION AND REGULAR MEETING OF
JANUARY 24, 2023

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 Closed Session and Regular Meeting of the City Council of the City of La Puente was held in the Council Chambers of City Hall, 15900 East Main Street, La Puente, California, on Tuesday, January 24, 2023, at 6:00 p.m.

6:00 P.M. CLOSED SESSION

CALL TO ORDER

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

ROLL CALL

Members present: Klinakis, Munoz, Argudo, Mendoza, Quinones.

Members absent: None.

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, Office Specialist Adriana Jaimez, Office Specialist Destiny Rivera, and Office Specialist Natalie Romo.

PLEDGE OF ALLEGIANCE

Mayor Klinakis led the Pledge of Allegiance.

ORAL COMMUNICATIONS – None.

RECESS INTO CLOSED SESSION

The City Council recessed into closed session at 6:02 p.m. to discuss the item as posted on the agenda.

CLOSED SESSION

1. THE CITY COUNCIL WILL RECESS TO CLOSED SESSION, CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION, Significant exposure to litigation Government Code Section 54956.9(d)(2) (one case).

2. 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

The City Council reconvened to open session at 7:02 p.m.

REPORT OUT OF CLOSED SESSION

City Attorney Jauregui reported that with respect to item number one, “Anticipated Litigation” under government code section 54956.9(d)(2), the City Council provided their outside architect Holt with further direction with respect to an option. With respect to item number two, real property negotiator regarding assessor parcel number 8247-032-023, he reported that the City Council gave further authority and direction to the City Manager to proceed on the proposed purchase transaction with respect to that property.

City Clerk Sheryl Garcia noted that Council Member Argudo and Council Member Mendoza participated in both closed session items.

7:00 P.M. REGULAR SESSION

CALL TO ORDER

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

ROLL CALL

Members present: Klinakis, Munoz, Argudo, Mendoza, Quinones.

Members absent: None.

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, Director of Community Services Alexander Bauman, Finance Manager Alexander Merkel-Medina, Associate Planner Juan Galvan, Office Specialist Adriana Jaimez, Office Specialist Destiny Rivera, and Office Specialist Natalie Romo.

PLEDGE OF ALLEGIANCE

Mayor Klinakis led the Pledge of Allegiance.

PRESENTATIONS – None.

ORAL COMMUNICATIONS

Laura Santos submitted an e-comment in support of the Safe Route to School Plan and stated that it will be beneficial to the community.

BOARDS/COMMISSION/COMMITTEE REPORTS – None.

A. MINUTES OF PREVIOUS CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS

A-1 READ AND APPROVE THE MINUTES OF THE CITY COUNCIL AND SUCCESSOR AGENCY MEETINGS OF JANUARY 10, 2023

A motion was made by Council Member Argudo, seconded by Mayor Pro Tem Munoz, to waive the reading and approve the Minutes of the City Council and Successor Agency meetings of January 10, 2023. The motion carried by the following roll call vote:

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

B. PUBLIC HEARINGS BEFORE THE CITY COUNCIL

B-1 CONSIDERATION OF ORDINANCE NO. 23-981 ADOPTING BY REFERENCE THE CALIFORNIA BUILDING STANDARDS CODE 2022 AND OTHER RELATED CODES AND ADOPTING LOCAL AMENDMENTS THERETO, AND MAKING FINDINGS FOR SAME

Director of Development Services Di Mario provided a staff report on the non-urgency ordinance regarding incorporating the updated Los Angeles County Building Code.

Mayor Klinakis opened the public hearing at 7:06 p.m. There being no members of the public wishing to speak, Mayor Klinakis closed the public hearing.

A motion was made by Council Member Argudo, seconded by Mayor Pro Tem Valerie Munoz to: (1) open the public hearing and take public testimony; (2) adopt Ordinance No. 23-981 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) adopt the Notice of Exemption. The motion carried by the following roll call vote:

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

C. UNFINISHED BUSINESS OF THE CITY COUNCIL

C-1 CONSIDERATION OF A RESOLUTION ADOPTING THE LA PUENTE SAFE ROUTES TO SCHOOL PLAN

Planning Associate Ryan Johnson from Alta Planning presented the “Safe Routes to School” plan that focused on pedestrian safety around school zones as a part of a Federal Highway Improvement Program. Additionally, he noted that a separate project to improve eight crosswalks throughout the City and eighty-eight compliant access ramps, will continue construction in March 2023.

Director Di Mario clarified that the City will only pay for improvements within the City and not within Los Angeles County areas.

Discussion ensued regarding funding for the plan and communications with school districts.

A motion was made by Council Member Argudo, seconded by Council Member Quinones to adopt Resolution No. 23-5773 adopting the La Puente Safe Routes to School Plan. The motion carried by the following roll call vote:

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

C-2 CONSIDERATION OF A RESOLUTION REPEALING RESOLUTION NO. 95-3662 AND ADOPTING PROCEDURES FOR PLACING MATTERS ON CITY COUNCIL MEETING AGENDAS

City Attorney Jauregui provided a report regarding the request to update the existing procedures for placing matters on the agenda, including a two-member vote process and centralization of the agenda overseen by the mayor.

A motion was made by Mayor Pro Tem Munoz, seconded by Mayor Klinakis to repeal Resolution No. 95-3662 and adopt Resolution No. 23-5775 adopting procedures for placing matters on City Council meeting agendas. The motion carried by the following roll call vote:

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

D. CITY COUNCIL AND SUCCESSOR AGENCY CONSENT CALENDAR

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

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

D-1 CONSIDERATION OF A RESOLUTION APPROVING WARRANT REGISTER NO. 1544

Action Taken: The City Council and Successor Agency adopted Resolution No. 22-5774 approving Warrant Register No. 1544.

D-2 PRESENTATION OF NOVEMBER AND DECEMBER 2022 REQUISITION SUMMARY REPORTS

Action Taken: The City Council received and filed the requisition summary reports for November and December 2022.

D-3 PRESENTATION OF NOVEMBER AND DECEMBER 2022 INVESTMENT REPORTS

Action Taken: The City Council received and filed these reports.

D-4 CONSIDERATION OF APPROVAL OF A PROFESSIONAL SERVICES AGREEMENT FOR BUDGET SOFTWARE SERVICES WITH IGM TECHNOLOGY CORPORATION IN THE AMOUNT OF \$72,600

Action Taken: The City Council: (1) approved a professional services agreement for budget software services with IGM Technology Corporation in the amount of \$72,600; and (2) authorized the City Manager to execute the agreement.

D-5 CONSIDERATION OF A GRANT AGREEMENT WITH FOOTHILL TRANSIT IN THE AMOUNT OF \$40,000.00 FOR THE REPLACEMENT OF BUS SHELTER STRUCTURES IN THE CITY

Action Taken: The City Council: (1) approved the Grant Agreement with Foothill Transit for the replacement of bus shelter structures in the City in the amount of \$40,000; and (2) authorized the City Manager to execute the Agreement on behalf of the City.

E. NEW BUSINESS TO BE CONSIDERED BY THE CITY COUNCIL

E-1 PRESENTATION OF NOVEMBER AND DECEMBER 2022 BUDGET REPORTS

Finance Manager Alexander Merkel-Medina provided a report on the November and December 2022 budget reports.

Action Taken: The City Council received and filed these reports.

E-2 DISCUSSION AND DIRECTION REGARDING THE EXTERIOR ELEVATIONS OF THE PROPOSED ACTIVITY CENTER BUILDING AT LA PUENTE PARK

Associate Planner Juan Galvan gave a presentation on the proposed activity center building at La Puente Park.

Mayor Klinakis stated that the building needs to highlight the playground area as well.

Mayor Klinakis suggested that Council Member Argudo and Mayor Pro Tem Munoz discuss the project further at the Park Ad Hoc Committee.

Discussion ensued regarding the comparison of the cost of the activity center with or without additional elements, the funding possibilities for the activity center and the liabilities that could come with the activity center.

AD HOC COMMITTEE REPORTS

Code Enforcement: Nothing to report.

La Puente Park Fees, Ordinance and Program Oversight Committee: Nothing to report.

Project LEAD: Nothing to report.

LPQT Action Committee: Nothing to report.

Adaptive Sports League and Enrichment Programs Oversight Committee: Nothing to report.

AB 1234 REPORTS – None.

ORAL COMMENTS FROM COUNCIL

Mayor Klinakis thanked Staff for attending the Lunar New Year event on Sunday, January 22, 2023. He noted that over two hundred people attended the event. He also thanked the Los Angeles County Sheriff's Department for attending all events this past weekend.

Council Member Mendoza thanked the Los Angeles County's Sheriff Department for protecting and serving the community. Additionally, she thanked Staff for the Lunar New Year event and expressed her approval of the newly repainted courtyard.

Council Member Quinones thanked Staff for the Lunar New Year event and noted that it was the "reopening" of the newly repainted courtyard.

Council Member Argudo expressed his approval of the new colors in the courtyard and thanked the Sheriff's Department for their services.

ORAL COMMENTS FROM STAFF

City Manager Lindsey noted that a new gate was installed between the school and playground. The gate will allow tractors access to enter, to install canopies in the national fitness center, soccer field and water fountains. City Manager Lindsey noted that the soccer field had a new custom gate; and future projects that are still being worked on are the picnic area and coffee house. He thanked Staff for organizing the Lunar New Year event in just two and half weeks and for the completion of painting the courtyard. The new courtyard canopy would be installed in March, in time for the "Women of the Year" event hosted by Senator Bob Archuleta.

Mayor Klinakis noted that additional chairs need to be acquired and thanked City Manager Lindsey for buying the heaters that were utilized at the Lunar New Year event.

ADJOURNMENT

There being no further business before the City Council, Mayor Klinakis adjourned the meeting at 8:21 p.m.

Approved this 14th day of February, 2023.

Sheryl Garcia
City Clerk

Charlie Klinakis
Mayor/Chair

MINUTES
LA PUENTE CITY COUNCIL AND SUCCESSOR AGENCY
SPECIAL MEETING OF
FEBRUARY 7, 2023

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 February 7, 2023, at 9:00 a.m.

CALL TO ORDER

Mayor Klinakis called the meeting to order at 9:02 a.m.

ROLL CALL

Members present: Klinakis, Munoz, Mendoza, Quinones.

Members absent: Argudo.

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

PLEDGE OF ALLEGIANCE

Mayor Klinakis led the Pledge of Allegiance.

ORAL COMMUNICATIONS – None.

SM-1 CONSIDERATION OF A CHANGE ORDER REQUEST WITH NPG CORPORATION FOR IMPROVEMENTS TO THE PARKING LOT AT THE COMMUNITY CENTER IN THE AMOUNT OF \$46,947.00

Director of Development Services Di Mario gave a report regarding the parking lot improvements at the Community Center. He stated that the two requested change orders for NPG Corporation would be utilized to remedy the saturated soils that were encountered during construction. In his report, Director Di Mario noted that the third change order amount decreased to \$11,792, making the total change orders amount to \$39,947.

Mayor Klinakis inquired if the area indicated in blue and center divider on the map were intended to be a walkway. Director Di Mario confirmed that the two large center medians are going to be walkways.

A motion was made by Mayor Pro Tem Munoz, seconded by Council Member Mendoza, to approve a change order request with NPG Corporation in the amount of \$39,947. The motion carried by the following roll call vote:

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

Council Member Quinones questioned if the bollards could be removed after installation, to which Director Di Mario stated that the bollards are to be implemented as a safety precaution for the parkgoers.

ORAL COMMENTS FROM COUNCIL

Mayor Klinakis congratulated City Clerk Sheryl Garcia on her employment offer and thanked her for her service to the City all these years.

Council Member Mendoza congratulated City Clerk Garcia on her offer and thanked her for her guidance and professionalism.

Mayor Pro Tem Munoz expressed her gratitude to City Clerk Garcia for her professionalism and making it easy for her to be a council member.

ORAL COMMENTS FROM STAFF

Director Di Mario spoke regarding City Clerk Garcia and her time with the City.

ADJOURNMENT

There being no further business before the City Council, Mayor Klinakis adjourned the meeting at 9:14 a.m.

Approved this 14th day of February 2023.

Sheryl Garcia
City Clerk

Charlie Klinakis
Mayor/Chair

RESOLUTION NO. 23-5776

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF LA PUENTE ALLOWING CERTAIN CLAIMS AND
DEMANDS IN THE AMOUNT \$809,338.33 (WARRANT
REGISTER 1545)**

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 9314 through 9409 ACH(s) numbered 498 through 504, and Draft numbered 01894 through 01924 except for voided warrants 9399 and 9407 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 14th day of February 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

Check Register Report

By Payment Number

Payment Dates 1/16/2023 - 2/3/2023

Payment Number	Payment Date Payable Number	Vendor # Description	Vendor Name	Account Number	Payment Amount Item Amount
498	1/20/2023	SEIU	COPE FUND		10.00
	INV0008390	COPE FUND CONTRIBUTION		100-20380	4.46
	INV0008390	COPE FUND CONTRIBUTION		260-20380	0.54
	INV0008484	COPE FUND CONTRIBUTION		100-20380	3.22
	INV0008484	COPE FUND CONTRIBUTION		260-20380	1.78
499	1/20/2023	SEIU	SEIU - LOCAL 721		1,120.75
	INV0008389	EMPLOYEE DUES		100-20380	501.06
	INV0008389	EMPLOYEE DUES		200-20380	11.78
	INV0008389	EMPLOYEE DUES		203-20380	2.05
	INV0008389	EMPLOYEE DUES		205-20380	2.05
	INV0008389	EMPLOYEE DUES		210-20380	8.93
	INV0008389	EMPLOYEE DUES		215-20380	1.08
	INV0008389	EMPLOYEE DUES		260-20380	8.02
	INV0008389	EMPLOYEE DUES		263-20380	18.06
	INV0008389	EMPLOYEE DUES		285-20380	17.55
	INV0008483	EMPLOYEE DUES		100-20380	424.40
	INV0008483	EMPLOYEE DUES		200-20380	21.45
	INV0008483	EMPLOYEE DUES		203-20380	2.99
	INV0008483	EMPLOYEE DUES		205-20380	3.49
	INV0008483	EMPLOYEE DUES		210-20380	36.52
	INV0008483	EMPLOYEE DUES		215-20380	2.04
	INV0008483	EMPLOYEE DUES		260-20380	18.67
	INV0008483	EMPLOYEE DUES		263-20380	17.44
	INV0008483	EMPLOYEE DUES		285-20380	23.17
500	1/20/2023	TELABR	ABRAHAM TELLEZ		2,272.40
	INV0008494	EDUCATION REIM - TELLEZ		100-1135-53151	2,272.40
501	1/20/2023	YUNLLC	YUNEX LLC		4,280.78
	5610282511	11/22 TS MTCE		200-3120-53819	1,560.50
	5620041726	11/22 TS CALL OUTS		200-3120-53819	2,720.28
502	1/27/2023	LANWEST	LANDSCAPE WEST MANAGEMENT SERVICES INC		8,905.96
	10815	12/23 SR CENTER LANDSCAPE SVC		100-4130-53814	176.91
	10815	12/23 ELLIOT PLACE TR LANDSCAPE SVC		200-3120-53814	265.15
	10815	12/23 MEDIANS LANDSCAPE SVC		200-3120-53814	5,679.18
	10815	12/23 CH LANDSCAPE SVC		285-3330-53814	2,184.72
	10835	ELLIOT TRAINGLE MTCE		200-3120-53814	600.00
503	1/27/2023	STEOVE	STEVE OVERSTREET		708.00
	INV0008509	TEAMVIEWER REMOTE ACCESS		550-6100-53017	708.00
504	1/27/2023	THYSSE	TK ELEVATOR		1,211.23
	3007021776	CH ELEVATOR MTCE		100-1150-53811	1,211.23
9314	1/20/2023	STADIS	CALIFORNIA STATE DISBURSEMENT UNIT		124.07
	INV0008473	CHILD SUPPORT		100-20399	124.07
9315	1/20/2023	NATRS	NATIONWIDE RETIREMENT		200.00
	INV0008477	Employee Contribution		100-20340	194.25
	INV0008477	Employee Contribution		200-20340	1.15
	INV0008477	Employee Contribution		203-20340	1.15
	INV0008477	Employee Contribution		205-20340	1.15
	INV0008477	Employee Contribution		210-20340	1.15

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	INV0008477	Employee Contribution		215-20340	1.15
9316	1/20/2023	FTB	STATE OF CALIFORNIA FRANCHISE TAX BOARD		522.97
	INV0008474	PR WITHOLDING ORDER		100-20399	522.97
9317	1/20/2023	USBANK	U.S BANK PARS ACCT# 6746022400		4,816.00
	INV0008481	PARS RETIREMENT		100-20340	2,526.66
	INV0008481	PARS RETIREMENT		200-20340	46.12
	INV0008481	PARS RETIREMENT		203-20340	200.14
	INV0008481	PARS RETIREMENT		205-20340	139.18
	INV0008481	PARS RETIREMENT		260-20340	103.26
	INV0008481	PARS RETIREMENT		263-20340	1,565.37
	INV0008481	PARS RETIREMENT		285-20340	235.27
9318	1/20/2023	AMABUS	AMAZON CAPITAL SERVICES INC		1,373.25
	1397-KJWY-7GFR	CORK BOARDS		100-2110-53011	109.98
	13KV-R3YR-1GYJ	WIRELESS KEYBOARD/MOUSE		550-6100-53018	240.28
	143V-WNTH-4GCK	TV MOUNT & HDMI CABLES		100-1150-53011	46.44
	143V-WNTH-4GCK	TV MOUNT & HDMI CABLES		550-6100-53018	425.20
	19JT-6CTW-4C4K	ADAPTER CABLES		550-6100-53018	48.41
	1DLR-HQ9V-J3XP	DIVIDERS & 3 RING BINDERS		100-2130-53011	83.44
	1JKR-T644-FJGW	LAMINATOR		100-1150-53011	317.21
	1Q1Y-V6GV-3LRR	OFFICE CHAIR		100-1130-53011	102.29
9319	1/20/2023	ATT	AT&T		44.74
	000019315373	12/06-01/05 PHONE - CH 911 LN		100-1150-53715	22.37
	000019315374	12/06-01/05 PHONE - 911 LINE MTCE YARD		285-3330-53715	22.37
9320	1/20/2023	CINTA	CINTAS CORPORATION #693		98.65
	4141089011	12/21 CH MAT RENTAL		100-1150-53011	98.65
9321	1/20/2023	CONCEN	CONCENTRA		121.00
	77909555	PRE EMPLOYMENT PHYSICAL SVC		263-3320-53406	121.00
9322	1/20/2023	CONTCO	CONTAINER CONCEPTS		28,875.00
	INV0008498	20' DRY CONTAINER		280-5606-59300	28,875.00
9323	1/20/2023	DEPTJ	DEPT OF JUSTICE-BUREAU		256.00
	629027	12/22 FINGERPRINTS SVC (2)		100-1135-53406	64.00
	629027	12/22 FINGERPRINTS SVC BEAUTIFICATION (6)		263-3320-53406	192.00
9324	1/20/2023	EDISON	EDISON CO		25,478.32
	INV0008467	09/30-12/01 ELEC - CITY HALL		100-1150-53712	9,823.90
	INV0008468	11/01-12/01 ELEC - VARIOUS		200-3120-53713	372.78
	INV0008469	11/01-12/01 ELEC - PARK SERVICES		285-3330-53712	168.32
	INV0008470	11/01-12/01 ELEC - TRAFFIC CONTROL		200-3120-53713	1,456.31
	INV0008488	11/01-12/01 ELEC - COMM CENTER		100-4100-53712	1,186.04
	INV0008489	11/01-12/01 ELEC - SENIOR CTR		100-4130-53712	675.16
	INV0008490	12/01-12/31 ELEC - 1744 ST LIGHTS LS-1/OPTION E		285-3330-53712	11,609.51
	INV0008491	12/05-01/03 ELEC - 15250 TEMPLE AVE		200-3120-53713	60.03
	INV0008492	12/05-01/03 ELEC - 14951 NELSON AVE		200-3120-53713	126.27
9325	1/20/2023	FECELE	F.E.C. ELECTRIC INC.		10,738.00
	23001-1	ELECTRICAL IMPRO - SNACK BAR		280-5606-59300	10,738.00
9326	1/20/2023	FIRMAS	FIREMASTER		1,187.42
	0001023488	SNACK BAR EXTINGUISHER MTCE		100-3330-53811	224.30
	0001023489	MTCE YARD EXTINGUISHER MTCE		100-3330-53811	963.12
9327	1/20/2023	GORM	GORM INC		981.52
	313816	MTCE JANITORIAL SUPPLIES		100-3330-53011	981.52

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9340	1/20/2023 003-36947 003-37052	WILENG 10/22 ENGINEERING PERMITS 11/22 ENGINEERING PERMIT	WILLDAN ENGINEERING	100-3110-53120 100-3110-53120	12,843.35 5,436.60 7,406.75
9341	1/20/2023 3733251	JOUWO CHINESE EVENT ADVERTISING	WORLD JOURNAL LA, LLC	263-3320-53111	1,930.00 1,930.00
9342	1/20/2023 012223-3	ZHALI CHINESE EVENT	ALICE YALI ZHANG	263-3320-53111	200.00 200.00
9343	1/20/2023 012223-5	CHUZHA CHINESE EVENT	CHUNSHENG ZHAO	263-3320-53111	100.00 100.00
9344	1/20/2023 012223-4	EDURAM CHINESE EVENT	EDUARDO RAMIREZ	263-3320-53111	300.00 300.00
9345	1/20/2023 012223-2	FAEVE CHINESE EVENT	EVELYN TANG FAVISH	263-3320-53111	250.00 250.00
9346	1/20/2023 012223-6	JINZHA CHINESE EVENT	JINGMEI ZHANG	263-3320-53111	150.00 150.00
9347	1/20/2023 012223-9	ZANLIJ CHINESE EVENT	LIJUAN ZANG	263-3320-53111	350.00 350.00
9348	1/20/2023 012223-11	WANMIN CHINESE EVENT	MIN WANG	263-3320-53111	100.00 100.00
9349	1/20/2023 012223-7	XIAQIN CHINESE EVENT	XIANG QIN	263-3320-53111	100.00 100.00
9350	1/20/2023 012223-8	XIACHE CHINESE EVENT	XIAOZANG CHEN	263-3320-53111	350.00 350.00
9351	1/20/2023 012223-10	LUOYIL CHINESE EVENT	YILAN LUO	263-3320-53111	100.00 100.00
9352	1/20/2023 012223-1	ZHZHE CHINESE EVENT	ZHENG ZHAO	263-3320-53111	100.00 100.00
9353	1/27/2023 80728 80770	AEGSLN HP INK HP INK	AEG SOLUTIONS	100-4100-53811 100-4100-53811	1,098.94 517.57 581.37
9354	1/27/2023 82695	AGRTUR LP PARK-SOIL TESTING	AGRI-TURF DISTRIBUTING, LLC	285-3330-53822	866.29 866.29
9355	1/27/2023 16QY-3W17-GGDN 1F4N-6QYT-NYPL 1FVR-PMGF-3X41 1JC3-1JKL-MHGM 1Q17-HDDD-M7KQ 1QRJ-9MYQ-J71L 1RGJ-Y6FD-4KVN 1XLQ-LQFG-4H9G CM0000069	AMABUS GREEN CERTIFICATE HOLDERS LUNAR YEAR CELEBRATION LUNAR YEAR CELEBRATION LUNAR YEAR CELEBRATION COPY PAPER STANDING DESK & CHARGING USB PORT JACK CONNECTORS/SPEAKER/AMP LOCK KEY BOX CREDIT	AMAZON CAPITAL SERVICES INC	100-1120-53011 263-3320-53011 263-3320-53011 263-3320-53011 100-1150-53011 100-1150-53011 550-6100-53018 100-1150-53011 100-2110-53011	1,249.34 87.08 9.89 100.80 409.29 12.20 521.38 126.28 37.41 -54.99
9356	1/27/2023 000019361370 000019361371	ATT 12/13-01/12 PHONE - YLAC/CC 11/13-01/12 PHONE - LP SNACK BAR	AT&T	100-4100-53715 285-3330-53715	94.53 47.52 47.01
9357	1/27/2023 0011885	B2PRIN BUSINESS CARDS MASTERS	B2 PRINT	100-1150-53976	437.80 437.80

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9358	1/27/2023 IN2584564	CBE4AM 12/22-01/23 FACILITY COPIER	CBE OFFICE SOLUTIONS	100-1150-53911	535.56 535.56
9359	1/27/2023 INV0008523	CELPAN LIVSCAN REIM-PANTOJA	CELESTINA PANTOJA	263-3320-53406	37.00 37.00
9360	1/27/2023 0029105011423	TIMEWA 01/14-02/13 SR CTR CABLE/INTERNET	CHARTER COMMUNICATIONS	100-4130-53715	105.27 105.27
9361	1/27/2023 4142443627	CINTA 01/05 CH MAT RENTAL	CINTAS CORPORATION #693	100-1150-53813	98.65 98.65
9362	1/27/2023 3301-1010272 3301-1010274	CED LP PARK-ELECTRICAL SUPPLIES LP PARK ELECTRICAL SUPPLIES	CONSOLIDATED ELECTRICAL DISTRIBUTORS, INC	285-3330-53822 285-3330-53822	618.61 309.58 309.03
9363	1/27/2023 54763 54765	DAKOTA SR CENTER BACKFLOW TEST COMM CTR BACKFLOW TEST	DAKOTA BACKFLOW CO	100-4130-53811 100-4100-53811	440.00 110.00 330.00
9364	1/27/2023 INV0008511	DFM 2023 ELECTION CODE BOOKS	DFM ASSOCIATES	100-1120-53115	70.78 70.78
9365	1/27/2023 INV0008520 INV0008521 INV0008522	EDISON 12/09-01/08 ELEC-VARIOUS 12/19-01/18 ELEC-14746 TEMPLE 12/19-01/18 ELEC-16159 TEMPLE	EDISON CO	200-3120-53713 200-3120-53713 200-3120-53713	445.10 431.62 7.79 5.69
9366	1/27/2023 INV0008510	MAYESP SCHOLARSHIP REIM - MAYORGA	ESPERANZA MAYORGA	100-4140-53992	563.66 563.66
9367	1/27/2023 18432051 18451617	EWIIRR IRRIGATION SUPPLIES IRRIGATION SUPPLIES	EWING IRRIGATION PRODUCTS INC.	285-3330-53822 285-3330-53822	613.12 380.63 232.49
9368	1/27/2023 0001026019	FIRMAS CH EXTINGUISHER MTCE	FIREMASTER	100-1150-53811	779.83 779.83
9369	1/27/2023 51277 51617	FRANKL Air Conditioning - Gym SR CENTER- REPLACE GAS VALVE FOR HEATER	FRANKLIN AIR CONDITIONING &	285-3330-53813 100-4130-53811	1,954.45 1,022.05 932.40
9370	1/27/2023 INV0008515	VERIC 01/16-02/15 PHONE - CH MAIN	FRONTIER COMMUNICATIONS	100-1150-53715	56.25 56.25
9371	1/27/2023 3890 3900	HACLWN MTCE TOOL REPAIR MTCE TOOLS	HACIENDA LAWNMOWER SHOP	100-3100-53012 100-3100-53012	131.33 22.05 109.28
9372	1/27/2023 SIN024876	HDLCC 01-03/23 PROPERTY TAX	HDL COREN & CONE	100-1130-53111	2,640.00 2,640.00
9373	1/27/2023 28228	INFENG 12/22 LP PARK HAC RESTROOM	INFRASTRUCTURE ENGINEERS	280-5606-59210	22,152.00 22,152.00
9374	1/27/2023 INV0008512	CARRIRM ROUND RED LINENS	IRMA CARRAUZA	100-4130-53979	108.00 108.00
9375	1/27/2023 117789	JCLBAR MTCE DEPT-RAIN GEAR	JCL TRAFFIC	100-3330-53015	646.48 646.48
9376	1/27/2023 INV0008525	JOSREY ADJ - 01/01-1/15 SHOPPING CARE MILEAGE REIM	JOSE REYES	555-3150-53014	300.00 300.00
9377	1/27/2023 INV0008508	LAPCOM DONATION	LA PUENTE COMMUNITY FOUNDATION	100-48900	318.19 500.00

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	INV0008508	SNACK BAR SUPPLIES		100-48900	-181.81
9378	1/27/2023 3518625	LEWBRI 12/22 LEGAL SVC LEWIS VS CITY OF LP	LEWIS BRISBOIS BISGAARD & SMITH LLP	100-1110-53114	21,837.50 21,837.50
9379	1/27/2023 15350	MANCIL A/C EMT FORMS	MANCILLA'S QUALITY PRINTING LLC	100-2130-53411	367.40 367.40
9380	1/27/2023	MERRIT	MERRITTS HARDWARE		1,604.64
	131802	MTCE SUPPLIES		200-3120-53821	118.75
	131807	MTCE SUPPLIES		100-1150-53976	17.53
	131810	MTCE SUPPLIES		100-1150-53011	9.00
	131843	MTCE SUPPLIES		100-2130-53012	56.72
	131844	HEAVY DUTY BAGS		100-2130-53011	52.77
	131849	SC WATER FOUNTAIN		100-4130-53813	22.20
	131857	YLAC SUPPLIES		100-4100-53813	6.93
	131907	MARKERS		100-3330-53011	4.82
	131910	CHAIN LINK FENCE		200-3120-53012	17.14
	131914	CABLE TIES		100-3330-53012	32.86
	131934	WIRE TIES		200-3120-53012	22.64
	131951	GRAFFITI SUPPLIES		200-3120-53016	75.26
	131955	MTCE TOOL		100-3100-53012	76.99
	131998	MTCE TOOLS		100-3100-53012	48.37
	132051	HOLIDAY PARADE SUPPLIES		100-1135-53976	43.96
	132083	MTCE TOOL		100-3100-53012	21.99
	132088	GRAFFITI SUPPLIES		200-3120-53016	108.75
	132090	CH SUPPLIES		100-3100-53012	41.78
	132097	CH SUPPLIES		100-1150-53012	20.64
	132104	GRAFFITI SUPPLIES		200-3120-53016	179.05
	132120	LP PARK SUPPLIES		100-3330-53011	186.57
	132126	BASKETBALL COURT SUPPLIES		285-3330-53822	96.68
	132157	GRAFFITI SUPPLIES		200-3120-53016	19.78
	132202	GRAFFITI SUPPLIES		200-3120-53016	9.45
	132251	GRAFFITI SUPPLIES		200-3120-53016	43.03
	132255	GRAFFITI SUPPLIES		200-3120-53016	73.00
	231948	MTCE SUPPLIES		100-1150-53012	197.98
9381	1/27/2023 91955	MODES COURTYARD PAINTING	MODERN DESIGNS PAINTING & WALLCOVERING	263-3320-53111	15,450.00 15,450.00
9382	1/27/2023 3607-339671	OREILLY WIPER-MTCE VEH	O'REILLY AUTO PARTS	555-3150-53812	16.48 16.48
9383	1/27/2023 INV0008514	PATRIN C&D DEPOSIT REFUND-RINCON	PATRICIA RINCON	600-23280	800.00 800.00
9384	1/27/2023 109879	POLLIG COURTYARD LIGHTING	POLARIS LIGHTING ASSOCIATES	280-5606-59600	123,755.01 123,755.01
9385	1/27/2023 6018418	REGION 12/22 EZ/FOOTHILL MONTHLY PASS	REGIONAL TAP SERVICE CENTER	210-3130-53915	696.60 696.60
9386	1/27/2023	RESOUR	RESOURCE BUILDING MATERIALS		2,456.14
	3489805	SCOOP WASHED PLASTER SAND		285-3330-53822	73.28
	3500545	CONCRETE MIX		285-3330-53822	557.66
	3500797	CONCRETE MIX-NELSON PARK		285-3330-53822	278.83
	3504620	REBAR #3		285-3330-53822	189.22
	3504919	CONCRETE MIX		285-3330-53822	557.66
	3505451	CONCRETE MIX		285-3330-53822	241.83
	3509708	CONCRETE MIX		285-3330-53822	278.83
	3509831	CONCRETE MIX		285-3330-53822	278.83

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9387	1/27/2023 INV0008524	LINBOB CHINESE MAGIC SHOW REIM-LINDSEY	ROBERT CRAIG LINDSEY	263-3320-53111	250.00 250.00
9388	1/27/2023 PS-INV103592	RYDIN BUSINESS LICENSE DECALS	RYDIN DECAL	100-1130-53011	688.24 688.24
9389	1/27/2023 INV0008516 INV0008517 INV0008518 INV0008519	SGVWC 12/05-01/04 WTR-935 IRRIG PUENTE 12/05-01/04 WTR-715 IRRIG PUENTE 12/05-01/04 WTR-545 IRRIG PUENTE 12/05-01/04 WTR-13760 IRRIG TEMPLE	S.G.V. WATER CO	200-3120-53714 200-3120-53714 200-3120-53714 200-3120-53714	1,549.92 141.23 805.48 465.98 137.23
9390	1/27/2023 3193766051 3202329311 3202349241 3203204021 3203204211 3203225171 3204305871 3204805571	STAPLE OFFICE SUPPLIES CALENDAR OFFICE SUPPLIES KITCHEN SUPPLIES OFFICE SUPPLIES OFFICE SUPPLIES RECYCLED DRAWER OFFICE SUPPLIES	STAPLES CREDIT PLAN	100-1150-53011 100-1150-53011 100-1150-53011 100-1150-53011 100-1150-53011 100-1150-53011 100-3320-53011 260-3320-53011	1,335.19 209.20 11.70 214.72 23.95 333.94 72.62 8.02 461.04
9391	1/27/2023 2886	STIAN 01/22 ANIMAL DISPOSAL SVC	STILES ANIMAL REMOVAL, INC.	100-2130-53111	400.00 400.00
9392	1/27/2023 180022494766 180041997573 180051829157	SOSUBW 12/17-01/18 WTR - 006000060264 12/17-01/18 WTR - 006000064023 12/17-01/18 WTR - 006000060246	SUBURBAN WATER SYSTEMS	200-3120-53714 200-3120-53714 200-3120-53714	393.80 184.56 128.76 80.48
9393	1/27/2023 427928379 427928420	TERMI 12/09 CH PEST CONTROL 12/09 CH PEST CONTROL	TERMINIX PROCESSING CENTER	100-1150-53813 100-1150-53813	182.00 85.00 97.00
9394	1/27/2023 INV0008513	GASCO 12/05-01/05 GAS-SR CENTER	THE GAS COMPANY	100-4130-53711	656.97 656.97
9395	1/27/2023 6924	RIGMAN SPRAY GUN SUPPLIES	THE RIG MAN	200-3120-53012	314.54 314.54
9396	1/27/2023 3317339-00 3317340-00 3318440-00	TUST TORO CART REPAIR TORO CART REPAIR GREENMASTER MOWER	TURF STAR, INC.	555-3150-53812 555-3150-53812 555-3150-54484	11,035.96 326.40 520.11 10,189.45
9397	1/27/2023 210688076-004 210699856-004 212288037-002 213650730-001	UNREN TRAILER TILT RENTAL SKID STEER BUCKET RENTAL DUMP TRUCK RENTAL WATER TRUCK RENTAL	UNITED RENTALS	285-3330-53822 285-3330-53822 285-3330-53822 285-3330-53822	8,568.17 543.75 2,847.28 3,123.75 2,053.39
9398	1/27/2023 INV0008499 INV0008499 INV0008499 INV0008499 INV0008499 INV0008499 INV0008499 INV0008499 INV0008499 INV0008499	CALCARD DIRECTORS LUNCH MTG COMMUNITY SERVICE MTG COMMUNITY SVC MTG BLACKWATER SECURITY MTG DIRECTORS LUNCH MTG LUNCH MTG WITH SOCIAL MEDIA/TV STATION LASD/CODE PARADE MTG CCAC MEMBERSHIP CCAC MEMBERSHIP LUNCH MTG FOR TEAMS TRAINING BACKGROUND SVC	US Bank CalCard	100-1110-53972 100-1110-53972 100-1110-53972 100-1110-53972 100-1110-53972 100-1110-53972 100-1110-53972 100-1110-53972 100-1120-53971 100-1120-53971 100-1120-53972 100-1135-53406	6,244.39 80.82 16.47 56.60 67.82 137.26 96.50 136.00 200.00 200.00 39.33 16.95

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	INV0008499	VESTA AT&T		100-2130-53011	40.53
	INV0008499	FUEL		555-3150-53014	82.78
	INV0008499	FUEL		555-3150-53014	82.83
	INV0008499	FUEL		555-3150-53014	92.78
	INV0008499	FUEL		555-3150-53014	88.19
	INV0008499	FUEL		555-3150-53014	73.39
	INV0008499	FUEL		555-3150-53014	82.08
	INV0008499	FUEL		555-3150-53014	71.36
	INV0008499	FUEL		555-3150-53014	39.99
	INV0008500	HOLIDAY LUNCHEON		100-1135-53976	238.00
	INV0008500	HOLIDAY GIFT CERTIFICATES		100-1135-53976	50.00
	INV0008500	HOLIDAY GIFT CARDS		100-1135-53976	50.00
	INV0008500	SUPPLIES FOR POSADA EVENT		100-1135-53976	22.00
	INV0008500	HOLIDAY GIFT CARDS		100-1135-53976	50.00
	INV0008500	HOLIDAY GIFT CARDS		100-1135-53976	50.00
	INV0008500	HOLIDAY STAFF LUNCH		100-1135-53976	96.94
	INV0008500	HOLIDAY GIFT CARDS		100-1135-53976	10.00
	INV0008500	OFFICE SUPPLIES		100-4100-53011	75.28
	INV0008500	SAMS MEMBERSHIP RENEWAL		100-4100-53971	50.00
	INV0008500	CART FOR SPORTS PROGRAM		100-4110-53980	76.64
	INV0008500	HOLIDAY PARADE		100-4140-53979	163.95
	INV0008500	FOOD AND DRINKS FOR POSADA		100-4140-53979	475.00
	INV0008500	HOLIDAY PARADE STAFF		100-4140-53979	249.14
	INV0008500	SUPPLIES FOR POSADA EVENT		100-4140-53979	205.02
	INV0008500	HOLIDAY PARADE SNACKS FOR STAFF		100-4140-53979	152.05
	INV0008500	PINATAS FOR POSADA		100-4140-53979	39.53
	INV0008504	SUPPLIES FOR COUNCIL REORG MTG		100-1120-53976	150.68
	INV0008504	CH PICTURE FRAME/STAR THEATRE		100-1150-53976	39.85
	INV0008506	CSFMO TRAVEL - MEDINA		100-1130-53972	167.96
	INV0008506	CSFMO TRAVEL GRUNKLEE		100-1130-53972	167.96
	INV0008506	REMARKABLE (3)		550-6100-53017	8.70
	INV0008506	SOFTWARE BACKUP		550-6100-53017	54.95
	INV0008506	EASEUS SOFTWARE		550-6100-53017	129.50
	INV0008506	LANSWEEPER SOFTWARE		550-6100-53017	500.00
	INV0008506	ADOBE LICENSE		550-6100-53017	205.07
	INV0008507	STAFF LUNCH MTG		100-1110-53972	56.60
	INV0008507	SUPPLIES FOR COUNCIL REORG MTG		100-1110-53976	43.98
	INV0008507	SUPPLIES FOR COUNCIL REORG MTG		100-1110-53976	89.91
	INV0008507	CITY CLERK'S NUTS AND BOLTS CONF		100-1120-53972	250.00
	INV0008507	GO TO WEBINAR		550-6100-53017	624.00
9400	1/27/2023	VINCEN	VINCENT'S GENERAL SERVICES		994.21
	0005045711	11/22 CNG FUEL		555-3150-53014	829.66
	0005083861	12/22 CNG FUEL		555-3150-53014	164.55
9401	1/27/2023	WESCO	WEST COAST ARBORISTS INC		915.90
	194843	12/16-31 PKWY TREE MTCE		200-3120-53815	915.90
9402	1/27/2023	WILENG	WILLDAN ENGINEERING		31,078.01
	002-7846	11/22 BUILDING AND SAFETY PERMITS		100-3310-53111	25,478.01
	006-24705	12/22 LP HACIENDA-PRICHARD HAWK		100-3100-53111	5,600.00
9403	1/30/2023	SGTRA	SOUTHLAND TRANSIT INC		122,755.35
	LAPUENTE1022	10/22 DIAL A RIDE		210-3130-53916	8,222.40
	LAPUENTE1022	10/22 LP LINK SVC		210-3130-53917	56,015.34
	LAPUENTE1022	10/22 DIAL A RIDE FARE		210-46100	-27.25
	LAPUENTE1022	10/22 LP LINK FARE		210-46105	-2,219.50
	LAPUENTE1222	12/22 DIAL A RIDE		210-3130-53916	7,454.80
	LAPUENTE1222	12/22 LP LINK SVC		210-3130-53917	55,195.31
	LAPUENTE1222	12/22 DIAL A RIDE FARE		210-46100	-22.75

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	LAPUENTE1222	12/22 LP LINK FARE		210-46105	-1,863.00
9404	2/3/2023	STADIS	CALIFORNIA STATE DISBURSEMENT UNIT		124.07
	INV0008529	CHILD SUPPORT		100-20399	124.07
9405	2/3/2023	NATRS	NATIONWIDE RETIREMENT		200.00
	INV0008535	Employee Contribution		100-20340	194.25
	INV0008535	Employee Contribution		200-20340	1.15
	INV0008535	Employee Contribution		203-20340	1.15
	INV0008535	Employee Contribution		210-20340	2.30
	INV0008535	Employee Contribution		215-20340	1.15
9406	2/3/2023	RELIAN	RELIANCE STANDARD LIFE INS.		3,206.08
	INV0008528	LIFE INSURANCE		100-20320	516.09
	INV0008528	LIFE INSURANCE		200-20320	25.95
	INV0008528	LIFE INSURANCE		202-20320	1.56
	INV0008528	LIFE INSURANCE		203-20320	10.63
	INV0008528	LIFE INSURANCE		205-20320	10.28
	INV0008528	LIFE INSURANCE		210-20320	21.82
	INV0008528	LIFE INSURANCE		215-20320	5.00
	INV0008528	LIFE INSURANCE		260-20320	35.89
	INV0008528	LIFE INSURANCE		263-20320	47.08
	INV0008528	LIFE INSURANCE		283-20320	2.57
	INV0008528	LIFE INSURANCE		285-20320	11.13
	INV0008533	LTD INSURANCE		100-20330	983.35
	INV0008533	LTD INSURANCE		200-20330	64.06
	INV0008533	LTD INSURANCE		202-20330	7.92
	INV0008533	LTD INSURANCE		203-20330	29.77
	INV0008533	LTD INSURANCE		205-20330	27.80
	INV0008533	LTD INSURANCE		210-20330	48.08
	INV0008533	LTD INSURANCE		215-20330	21.09
	INV0008533	LTD INSURANCE		260-20330	64.68
	INV0008533	LTD INSURANCE		263-20330	81.80
	INV0008533	LTD INSURANCE		283-20330	9.95
	INV0008533	LTD INSURANCE		285-20330	19.10
	INV0008540	STD INSURANCE		100-20330	840.53
	INV0008540	STD INSURANCE		200-20330	54.77
	INV0008540	STD INSURANCE		202-20330	6.77
	INV0008540	STD INSURANCE		203-20330	25.46
	INV0008540	STD INSURANCE		205-20330	23.78
	INV0008540	STD INSURANCE		210-20330	41.11
	INV0008540	STD INSURANCE		215-20330	18.03
	INV0008540	STD INSURANCE		260-20330	55.23
	INV0008540	STD INSURANCE		263-20330	69.96
	INV0008540	STD INSURANCE		283-20330	8.50
	INV0008540	STD INSURANCE		285-20330	16.34
9408	2/3/2023	FTB	STATE OF CALIFORNIA FRANCHISE TAX BOARD		133.98
	INV0008530	PR WITHOLDING ORDER		100-20399	133.98
9409	2/3/2023	USBANK	U.S BANK PARS ACCT# 6746022400		5,923.98
	INV0008501	PARS RETIREMENT		263-20340	50.43
	INV0008539	PARS RETIREMENT		100-20340	3,000.98
	INV0008539	PARS RETIREMENT		200-20340	64.83
	INV0008539	PARS RETIREMENT		203-20340	225.56
	INV0008539	PARS RETIREMENT		205-20340	98.30
	INV0008539	PARS RETIREMENT		260-20340	112.64
	INV0008539	PARS RETIREMENT		263-20340	2,061.28
	INV0008539	PARS RETIREMENT		285-20340	309.96

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DFT0001894	1/20/2023	AFLAC	AFLAC		137.43
	INV0008471	EMPLOYEE LIFE ASSURANCE		100-20399	134.23
	INV0008471	EMPLOYEE LIFE ASSURANCE		260-20399	3.20
DFT0001895	1/20/2023	AFLAC	AFLAC		167.37
	INV0008472	EMPLOYEE INSURANCE		100-20399	114.09
	INV0008472	EMPLOYEE INSURANCE		260-20399	21.04
	INV0008472	EMPLOYEE INSURANCE		263-20399	32.24
DFT0001896	1/20/2023	ICMARC	VANTAGEPOINT TRANSFER AGENTS-457		30.16
	INV0008475	EMPLOYEE LOAN REPYMT		100-20399	21.63
	INV0008475	EMPLOYEE LOAN REPYMT		200-20399	2.44
	INV0008475	EMPLOYEE LOAN REPYMT		203-20399	0.61
	INV0008475	EMPLOYEE LOAN REPYMT		205-20399	0.61
	INV0008475	EMPLOYEE LOAN REPYMT		210-20399	3.65
	INV0008475	EMPLOYEE LOAN REPYMT		260-20399	1.22
DFT0001897	1/20/2023	ICMARC	VANTAGEPOINT TRANSFER AGENTS-457		2,565.00
	INV0008476	EMPLOYEE CONTRIBUTIONS		100-20399	2,074.90
	INV0008476	EMPLOYEE CONTRIBUTIONS		200-20399	64.25
	INV0008476	EMPLOYEE CONTRIBUTIONS		203-20399	90.79
	INV0008476	EMPLOYEE CONTRIBUTIONS		205-20399	92.20
	INV0008476	EMPLOYEE CONTRIBUTIONS		210-20399	134.70
	INV0008476	EMPLOYEE CONTRIBUTIONS		215-20399	69.42
	INV0008476	EMPLOYEE CONTRIBUTIONS		260-20399	38.74
DFT0001898	1/20/2023	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		15,844.16
	INV0008478	EMPLOYER CONTRIBUTION		100-20360	12,572.78
	INV0008478	EMPLOYER CONTRIBUTION		200-20360	553.57
	INV0008478	EMPLOYER CONTRIBUTION		203-20360	289.81
	INV0008478	EMPLOYER CONTRIBUTION		205-20360	287.64
	INV0008478	EMPLOYER CONTRIBUTION		210-20360	485.46
	INV0008478	EMPLOYER CONTRIBUTION		215-20360	181.72
	INV0008478	EMPLOYER CONTRIBUTION		260-20360	579.17
	INV0008478	EMPLOYER CONTRIBUTION		263-20360	583.26
	INV0008478	EMPLOYER CONTRIBUTION		283-20360	73.84
	INV0008478	EMPLOYER CONTRIBUTION		285-20360	236.91
DFT0001899	1/20/2023	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		11,252.89
	INV0008479	PERS- NEW EMPLOY CONTRB		100-20399	8,757.73
	INV0008479	PERS- NEW EMPLOY CONTRB		200-20399	374.49
	INV0008479	PERS- NEW EMPLOY CONTRB		203-20399	212.92
	INV0008479	PERS- NEW EMPLOY CONTRB		205-20399	209.28
	INV0008479	PERS- NEW EMPLOY CONTRB		210-20399	311.82
	INV0008479	PERS- NEW EMPLOY CONTRB		215-20399	159.83
	INV0008479	PERS- NEW EMPLOY CONTRB		260-20399	421.60
	INV0008479	PERS- NEW EMPLOY CONTRB		263-20399	534.09
	INV0008479	PERS- NEW EMPLOY CONTRB		283-20399	67.60
	INV0008479	PERS- NEW EMPLOY CONTRB		285-20399	203.53
DFT0001900	1/20/2023	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		775.23
	INV0008480	EMPLOYEE PORTION		100-20360	749.32
	INV0008480	EMPLOYEE PORTION		200-20360	17.27
	INV0008480	EMPLOYEE PORTION		210-20360	8.64
DFT0001901	1/20/2023	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		54.00
	INV0008482	SURVIVORS LIFE INSURANCE		100-20350	42.79
	INV0008482	SURVIVORS LIFE INSURANCE		200-20350	1.99
	INV0008482	SURVIVORS LIFE INSURANCE		203-20350	0.54
	INV0008482	SURVIVORS LIFE INSURANCE		205-20350	0.53
	INV0008482	SURVIVORS LIFE INSURANCE		210-20350	1.11
	INV0008482	SURVIVORS LIFE INSURANCE		215-20350	0.38

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	INV0008482	SURVIVORS LIFE INSURANCE		260-20350	2.03
	INV0008482	SURVIVORS LIFE INSURANCE		263-20350	2.77
	INV0008482	SURVIVORS LIFE INSURANCE		283-20350	0.32
	INV0008482	SURVIVORS LIFE INSURANCE		285-20350	1.54
DFT0001902	1/20/2023	EMPLOY	EMPLOYMENT DEVELOPMENT DEPT		5,786.59
	INV0008485	STATE INCOME TAX		100-20310	4,601.37
	INV0008485	STATE INCOME TAX		200-20310	136.00
	INV0008485	STATE INCOME TAX		203-20310	118.87
	INV0008485	STATE INCOME TAX		205-20310	110.47
	INV0008485	STATE INCOME TAX		210-20310	126.79
	INV0008485	STATE INCOME TAX		215-20310	100.27
	INV0008485	STATE INCOME TAX		260-20310	113.17
	INV0008485	STATE INCOME TAX		263-20310	353.16
	INV0008485	STATE INCOME TAX		283-20310	41.58
	INV0008485	STATE INCOME TAX		285-20310	84.91
DFT0001903	1/20/2023	IRSPR	IRS PAYROLL TAX DEPOSIT		16,157.13
	INV0008486	FEDERAL WITHHOLDING		100-20300	12,809.05
	INV0008486	FEDERAL WITHHOLDING		200-20300	381.30
	INV0008486	FEDERAL WITHHOLDING		203-20300	332.89
	INV0008486	FEDERAL WITHHOLDING		205-20300	321.06
	INV0008486	FEDERAL WITHHOLDING		210-20300	361.56
	INV0008486	FEDERAL WITHHOLDING		215-20300	290.15
	INV0008486	FEDERAL WITHHOLDING		260-20300	386.67
	INV0008486	FEDERAL WITHHOLDING		263-20300	883.42
	INV0008486	FEDERAL WITHHOLDING		283-20300	106.04
	INV0008486	FEDERAL WITHHOLDING		285-20300	284.99
DFT0001904	1/20/2023	IRSPR	IRS PAYROLL TAX DEPOSIT		6,533.34
	INV0008487	MEDICARE TAX		100-20300	4,651.08
	INV0008487	MEDICARE TAX		200-20300	165.72
	INV0008487	MEDICARE TAX		203-20300	157.84
	INV0008487	MEDICARE TAX		205-20300	132.80
	INV0008487	MEDICARE TAX		210-20300	120.14
	INV0008487	MEDICARE TAX		215-20300	61.48
	INV0008487	MEDICARE TAX		260-20300	198.86
	INV0008487	MEDICARE TAX		263-20300	841.74
	INV0008487	MEDICARE TAX		283-20300	33.52
	INV0008487	MEDICARE TAX		285-20300	170.16
DFT0001907	1/20/2023	THEBAN	THE BANK OF NEW YORK		61,408.38
	INV0008496	SA TAB INTEREST PAYMENT		610-10120	-470.37
	INV0008496	SA TAB INTEREST PAYMENT		610-5100-53990	61,878.75
DFT0001908	1/25/2023	IRSPR	IRS PAYROLL TAX DEPOSIT		4.48
	INV0008502	FEDERAL WITHHOLDING		263-20300	4.48
DFT0001909	1/25/2023	IRSPR	IRS PAYROLL TAX DEPOSIT		19.50
	INV0008503	MEDICARE TAX		263-20300	19.50
DFT0001910	1/27/2023	WEXBANK	WEX BANK		5,523.79
	86588672	01/23 FUEL PURCHASE		555-3150-53014	5,523.79
DFT0001911	2/3/2023	AFLAC	AFLAC		137.43
	INV0008526	EMPLOYEE LIFE ASSURANCE		100-20399	133.49
	INV0008526	EMPLOYEE LIFE ASSURANCE		260-20399	3.94
DFT0001912	2/3/2023	AFLAC	AFLAC		167.37
	INV0008527	EMPLOYEE INSURANCE		100-20399	109.28
	INV0008527	EMPLOYEE INSURANCE		260-20399	25.85
	INV0008527	EMPLOYEE INSURANCE		263-20399	32.24

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DFT0001913	2/3/2023	ICMARC	VANTAGEPOINT TRANSFER AGENTS-457		30.16
	INV0008531	EMPLOYEE LOAN REPYMT		100-20399	19.94
	INV0008531	EMPLOYEE LOAN REPYMT		200-20399	3.07
	INV0008531	EMPLOYEE LOAN REPYMT		203-20399	0.68
	INV0008531	EMPLOYEE LOAN REPYMT		205-20399	0.68
	INV0008531	EMPLOYEE LOAN REPYMT		210-20399	4.43
	INV0008531	EMPLOYEE LOAN REPYMT		260-20399	1.36
DFT0001914	2/3/2023	ICMARC	VANTAGEPOINT TRANSFER AGENTS-457		2,565.00
	INV0008532	EMPLOYEE CONTRIBUTIONS		100-20399	1,810.33
	INV0008532	EMPLOYEE CONTRIBUTIONS		200-20399	183.23
	INV0008532	EMPLOYEE CONTRIBUTIONS		202-20399	58.67
	INV0008532	EMPLOYEE CONTRIBUTIONS		203-20399	95.43
	INV0008532	EMPLOYEE CONTRIBUTIONS		205-20399	96.84
	INV0008532	EMPLOYEE CONTRIBUTIONS		210-20399	136.19
	INV0008532	EMPLOYEE CONTRIBUTIONS		215-20399	128.09
	INV0008532	EMPLOYEE CONTRIBUTIONS		260-20399	56.22
DFT0001915	2/3/2023	CPERS-HEALTH	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		59,246.95
	INV0008534	HEALTH INSURANCE		100-20399	42,996.55
	INV0008534	HEALTH INSURANCE		200-20399	2,868.13
	INV0008534	HEALTH INSURANCE		202-20399	204.18
	INV0008534	HEALTH INSURANCE		203-20399	1,207.55
	INV0008534	HEALTH INSURANCE		205-20399	1,175.84
	INV0008534	HEALTH INSURANCE		210-20399	2,414.30
	INV0008534	HEALTH INSURANCE		215-20399	585.19
	INV0008534	HEALTH INSURANCE		260-20399	4,099.33
	INV0008534	HEALTH INSURANCE		263-20399	2,413.65
	INV0008534	HEALTH INSURANCE		283-20399	338.80
	INV0008534	HEALTH INSURANCE		285-20399	943.43
DFT0001916	2/3/2023	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		16,265.09
	INV0008536	EMPLOYER CONTRIBUTION		100-20360	11,894.34
	INV0008536	EMPLOYER CONTRIBUTION		200-20360	864.00
	INV0008536	EMPLOYER CONTRIBUTION		202-20360	72.08
	INV0008536	EMPLOYER CONTRIBUTION		203-20360	346.28
	INV0008536	EMPLOYER CONTRIBUTION		205-20360	330.35
	INV0008536	EMPLOYER CONTRIBUTION		210-20360	599.30
	INV0008536	EMPLOYER CONTRIBUTION		215-20360	199.88
	INV0008536	EMPLOYER CONTRIBUTION		260-20360	765.86
	INV0008536	EMPLOYER CONTRIBUTION		263-20360	671.68
	INV0008536	EMPLOYER CONTRIBUTION		283-20360	82.79
	INV0008536	EMPLOYER CONTRIBUTION		285-20360	438.53
DFT0001917	2/3/2023	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		11,593.59
	INV0008537	PERS- NEW EMPLOY CONTRB		100-20399	8,238.68
	INV0008537	PERS- NEW EMPLOY CONTRB		200-20399	621.75
	INV0008537	PERS- NEW EMPLOY CONTRB		202-20399	66.01
	INV0008537	PERS- NEW EMPLOY CONTRB		203-20399	254.74
	INV0008537	PERS- NEW EMPLOY CONTRB		205-20399	238.50
	INV0008537	PERS- NEW EMPLOY CONTRB		210-20399	406.26
	INV0008537	PERS- NEW EMPLOY CONTRB		215-20399	176.48
	INV0008537	PERS- NEW EMPLOY CONTRB		260-20399	553.71
	INV0008537	PERS- NEW EMPLOY CONTRB		263-20399	615.08
	INV0008537	PERS- NEW EMPLOY CONTRB		283-20399	75.81
	INV0008537	PERS- NEW EMPLOY CONTRB		285-20399	346.57
DFT0001918	2/3/2023	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		775.23
	INV0008538	EMPLOYEE PORTION		100-20360	750.90
	INV0008538	EMPLOYEE PORTION		200-20360	16.22

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	INV0008538	EMPLOYEE PORTION		210-20360	8.11
DFT0001919	2/3/2023	PERSYS-RETIRE	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		54.00
	INV0008541	SURVIVORS LIFE INSURANCE		100-20350	39.53
	INV0008541	SURVIVORS LIFE INSURANCE		200-20350	2.66
	INV0008541	SURVIVORS LIFE INSURANCE		202-20350	0.10
	INV0008541	SURVIVORS LIFE INSURANCE		203-20350	0.69
	INV0008541	SURVIVORS LIFE INSURANCE		205-20350	0.67
	INV0008541	SURVIVORS LIFE INSURANCE		210-20350	1.41
	INV0008541	SURVIVORS LIFE INSURANCE		215-20350	0.32
	INV0008541	SURVIVORS LIFE INSURANCE		260-20350	2.27
	INV0008541	SURVIVORS LIFE INSURANCE		263-20350	3.26
	INV0008541	SURVIVORS LIFE INSURANCE		283-20350	0.36
	INV0008541	SURVIVORS LIFE INSURANCE		285-20350	2.73
DFT0001920	2/3/2023	EMPLOY	EMPLOYMENT DEVELOPMENT DEPT		6,588.45
	INV0008544	STATE INCOME TAX		100-20310	4,813.38
	INV0008544	STATE INCOME TAX		200-20310	252.12
	INV0008544	STATE INCOME TAX		202-20310	39.11
	INV0008544	STATE INCOME TAX		203-20310	138.79
	INV0008544	STATE INCOME TAX		205-20310	108.58
	INV0008544	STATE INCOME TAX		210-20310	183.83
	INV0008544	STATE INCOME TAX		215-20310	108.02
	INV0008544	STATE INCOME TAX		260-20310	179.21
	INV0008544	STATE INCOME TAX		263-20310	562.26
	INV0008544	STATE INCOME TAX		283-20310	56.15
	INV0008544	STATE INCOME TAX		285-20310	147.00
DFT0001921	2/3/2023	IRSPR	IRS PAYROLL TAX DEPOSIT		18,115.32
	INV0008545	FEDERAL WITHHOLDING		100-20300	13,327.70
	INV0008545	FEDERAL WITHHOLDING		200-20300	692.83
	INV0008545	FEDERAL WITHHOLDING		202-20300	104.48
	INV0008545	FEDERAL WITHHOLDING		203-20300	404.95
	INV0008545	FEDERAL WITHHOLDING		205-20300	287.91
	INV0008545	FEDERAL WITHHOLDING		210-20300	538.25
	INV0008545	FEDERAL WITHHOLDING		215-20300	285.83
	INV0008545	FEDERAL WITHHOLDING		260-20300	583.93
	INV0008545	FEDERAL WITHHOLDING		263-20300	1,346.57
	INV0008545	FEDERAL WITHHOLDING		283-20300	137.67
	INV0008545	FEDERAL WITHHOLDING		285-20300	405.20
DFT0001922	2/3/2023	IRSPR	IRS PAYROLL TAX DEPOSIT		7,308.88
	INV0008546	MEDICARE TAX		100-20300	4,820.14
	INV0008546	MEDICARE TAX		200-20300	265.86
	INV0008546	MEDICARE TAX		202-20300	25.52
	INV0008546	MEDICARE TAX		203-20300	183.20
	INV0008546	MEDICARE TAX		205-20300	127.58
	INV0008546	MEDICARE TAX		210-20300	154.84
	INV0008546	MEDICARE TAX		215-20300	67.96
	INV0008546	MEDICARE TAX		260-20300	251.72
	INV0008546	MEDICARE TAX		263-20300	1,115.72
	INV0008546	MEDICARE TAX		283-20300	40.98
	INV0008546	MEDICARE TAX		285-20300	255.36
DFT0001923	2/2/2023	CPERS-HEALTH	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		-1,509.28
	INV0008548	02/23 ADJ-H. HERNANDEZ		100-1135-51314	-1,509.28
DFT0001924	2/2/2023	CPERS-HEALTH	CALIFORNIA PUBLIC EMPLOYEES' RETIREMENT SYSTEM		16,936.42
	INV0008547	02/23 RETIREES HEALTH INSURANCE		100-1135-51314	16,690.81
	INV0008547	02/23 CalPers Admin Fee		100-1135-51314	245.61
Grand Total:					809,338.33

Report Summary

Fund Summary

Fund	Payment Amount
100 - GENERAL FUND	274,975.20
200 - GAS TAX FUND	31,200.42
202 - RMRA (SB 1)	586.40
203 - MEASURE M FUND	4,335.48
205 - MEASURE R FUND	3,827.57
210 - PROP A FUND	129,612.65
215 - PROP C FUND	2,464.56
260 - CDBG PROGRAM FUND	9,150.85
263 - AMERICAN RESCUE PLAN ACT FUND	44,832.52
280 - MISCELLANEOUS GRANTS FUND	185,520.01
283 - MEASURE A SAFE PARKS FUND	1,076.48
285 - LIGHTING & LANDSCAPE MAINTENANCE	37,910.39
550 - EQUIPMENT REPLACEMENT FUND	3,070.39
555 - VEHICLE MAINTENANCE & REPLACEMENT FUND	18,567.03
600 - SPECIAL DEPOSIT FUND	800.00
610 - SUCCESSOR AGENCY FUND	61,408.38
Grand Total:	809,338.33

Account Summary

Account Number	Account Name	Payment Amount
100-1110-53114	Legal Services - General	21,837.50
100-1110-53972	Conferences & Meetings	648.07
100-1110-53976	Special Departmental	133.89
100-1120-53011	Operating Supplies	87.08
100-1120-53115	Contract Services - Election	70.78
100-1120-53411	Printing & Publishing	563.01
100-1120-53971	Dues & Memberships	400.00
100-1120-53972	Conferences & Meetings	289.33
100-1120-53976	Special Departmental	150.68
100-1130-53011	Operating Supplies	790.53
100-1130-53111	Contract Services - Private	2,640.00
100-1130-53972	Conferences & Meetings	335.92
100-1135-51314	Health Insurance	15,427.14
100-1135-53151	Education & Training	2,272.40
100-1135-53406	Recruitment Expenses	80.95
100-1135-53976	Special Departmental	610.90
100-1150-53011	Operating Supplies	1,908.42
100-1150-53012	Small Tools & Equipment	218.62
100-1150-53711	Utility - Gas	3,096.39
100-1150-53712	Utility - Electricity	9,823.90
100-1150-53715	Utility - Communications	78.62
100-1150-53811	Equipment Maintenance	1,991.06
100-1150-53813	Facility Maintenance	2,050.85
100-1150-53911	Equipment Lease/Rental	535.56
100-1150-53976	Special Departmental	495.18
100-20300	FIT Payable	35,607.97
100-20310	SIT Payable	9,414.75
100-20320	Life Ins Payable	516.09
100-20330	LTD Payable	1,823.88
100-20340	PARS	5,916.14
100-20350	Group Insurance	82.32
100-20360	PERS	25,967.34
100-20380	Union Dues	933.14
100-20399	Other Payroll Deductions	65,315.94
100-2110-53011	Operating Supplies	54.99
100-2130-53011	Operating Supplies	176.74
100-2130-53012	Small Tools & Equipment	56.72

Account Summary

Account Number	Account Name	Payment Amount
100-2130-53111	Contract Services - Private	400.00
100-2130-53411	Printing & Publishing	367.40
100-3100-53012	Small Tools & Equipment	1,319.61
100-3100-53111	Contract Services - Private	5,600.00
100-3110-53120	Engineering Permits	12,843.35
100-3110-53121	Industrial Waste Inspecti...	3,440.19
100-3310-53111	Contr Svc - Private - B&S F...	25,478.01
100-3320-53011	Operating Supplies	8.02
100-3330-53011	Operating Supplies	1,172.91
100-3330-53012	Small Tools & Equipment	1,190.75
100-3330-53015	Uniform/Boot Reimburse...	646.48
100-3330-53811	Equipment Maintenance	1,187.42
100-3330-53822	Park Maintenance & Repa...	753.46
100-4100-53011	Operating Supplies	75.28
100-4100-53712	Utility - Electricity	1,186.04
100-4100-53715	Utility - Communications	47.52
100-4100-53811	Equipment Maintenance	1,428.94
100-4100-53813	Facility Maintenance	6.93
100-4100-53971	Dues & Memberships	390.00
100-4110-53980	Sports Activities	76.64
100-4130-53711	Utility - Gas	656.97
100-4130-53712	Utility - Electricity	675.16
100-4130-53715	Utility - Communications	105.27
100-4130-53811	Equipment Maintenance	1,042.40
100-4130-53813	Facility Maintenance	22.20
100-4130-53814	Landscape Maintenance	176.91
100-4130-53979	Special Events	108.00
100-4140-53979	Special Events	1,284.69
100-4140-53992	Scholarships	563.66
100-48900	Miscellaneous	318.19
200-20300	FIT Payable	1,505.71
200-20310	SIT Payable	388.12
200-20320	Life Ins Payable	25.95
200-20330	LTD Payable	118.83
200-20340	PARS	113.25
200-20350	Group Insurance	4.65
200-20360	PERS	1,451.06
200-20380	Union Dues	33.23
200-20399	Other Payroll Deductions	4,117.36
200-3120-53012	Small Tools & Equipment	354.32
200-3120-53016	Graffiti Removal Supplies	508.32
200-3120-53713	Utility - Hwy Lights	2,460.49
200-3120-53714	Utility - Water	1,943.72
200-3120-53814	Landscape Maintenance	6,629.33
200-3120-53815	Parkway Tree Maintenan...	915.90
200-3120-53819	Signal Maintenance	10,314.08
200-3120-53821	Traffic Markings/Signs	316.10
202-20300	FIT Payable	130.00
202-20310	SIT Payable	39.11
202-20320	Life Ins Payable	1.56
202-20330	LTD Payable	14.69
202-20350	Group Insurance	0.10
202-20360	PERS	72.08
202-20399	Other Payroll Deductions	328.86
203-20300	FIT Payable	1,078.88
203-20310	SIT Payable	257.66
203-20320	Life Ins Payable	10.63
203-20330	LTD Payable	55.23

Account Summary

Account Number	Account Name	Payment Amount
203-20340	PARS	428.00
203-20350	Group Insurance	1.23
203-20360	PERS	636.09
203-20380	Union Dues	5.04
203-20399	Other Payroll Deductions	1,862.72
205-20300	FIT Payable	869.35
205-20310	SIT Payable	219.05
205-20320	Life Ins Payable	10.28
205-20330	LTD Payable	51.58
205-20340	PARS	238.63
205-20350	Group Insurance	1.20
205-20360	PERS	617.99
205-20380	Union Dues	5.54
205-20399	Other Payroll Deductions	1,813.95
210-20300	FIT Payable	1,174.79
210-20310	SIT Payable	310.62
210-20320	Life Ins Payable	21.82
210-20330	LTD Payable	89.19
210-20340	PARS	3.45
210-20350	Group Insurance	2.52
210-20360	PERS	1,101.51
210-20380	Union Dues	45.45
210-20399	Other Payroll Deductions	3,411.35
210-3130-53915	Public Transit Subsidy	696.60
210-3130-53916	Dial-A-Ride Services	15,677.20
210-3130-53917	Fixed Route Shuttle	111,210.65
210-46100	Dial-A-Ride Fares	-50.00
210-46105	Shuttle Fares	-4,082.50
215-20300	FIT Payable	705.42
215-20310	SIT Payable	208.29
215-20320	Life Ins Payable	5.00
215-20330	LTD Payable	39.12
215-20340	PARS	2.30
215-20350	Group Insurance	0.70
215-20360	PERS	381.60
215-20380	Union Dues	3.12
215-20399	Other Payroll Deductions	1,119.01
260-20300	FIT Payable	1,421.18
260-20310	SIT Payable	292.38
260-20320	Life Ins Payable	35.89
260-20330	LTD Payable	119.91
260-20340	PARS	215.90
260-20350	Group Insurance	4.30
260-20360	PERS	1,345.03
260-20380	Union Dues	29.01
260-20399	Other Payroll Deductions	5,226.21
260-3320-53011	Operating Supplies	461.04
263-20300	FIT Payable	4,211.43
263-20310	SIT Payable	915.42
263-20320	Life Ins Payable	47.08
263-20330	LTD Payable	151.76
263-20340	PARS	3,677.08
263-20350	Group Insurance	6.03
263-20360	PERS	1,254.94
263-20380	Union Dues	35.50
263-20399	Other Payroll Deductions	3,627.30
263-3320-53011	Operating Supplies	519.98
263-3320-53111	Contract Services-Private	24,730.00

Account Summary

Account Number	Account Name	Payment Amount
263-3320-53406	Recruitment Expenses	350.00
263-3320-53993	Youth Activities Program	5,306.00
280-5606-59210	Design Engineering	22,152.00
280-5606-59300	CONSTRUCTION COSTS	39,613.00
280-5606-59600	Other Services	123,755.01
283-20300	FIT Payable	318.21
283-20310	SIT Payable	97.73
283-20320	Life Ins Payable	2.57
283-20330	LTD Payable	18.45
283-20350	Group Insurance	0.68
283-20360	PERS	156.63
283-20399	Other Payroll Deductions	482.21
285-20300	FIT Payable	1,115.71
285-20310	SIT Payable	231.91
285-20320	Life Ins Payable	11.13
285-20330	LTD Payable	35.44
285-20340	PARS	545.23
285-20350	Group Insurance	4.27
285-20360	PERS	675.44
285-20380	Union Dues	40.72
285-20399	Other Payroll Deductions	1,493.53
285-3330-53711	Utility - Gas	245.58
285-3330-53712	Utility - Electricity	11,777.83
285-3330-53715	Utility - Communications	69.38
285-3330-53813	Facility Maintenance	1,154.25
285-3330-53814	Landscape Maintenance	2,519.11
285-3330-53822	Park Maintenance & Repa...	17,990.86
550-6100-53017	Software & Licensing	2,230.22
550-6100-53018	Computer Hardware & Su...	840.17
555-3150-53014	Fuel	7,514.59
555-3150-53812	Vehicle Maintenance	862.99
555-3150-54484	Vehicle Purchase	10,189.45
600-23280	Deposit - C & D	800.00
610-10120	Cash with Fiscal Agent	-470.37
610-5100-53990	Debt Service Payments	61,878.75
Grand Total:		809,338.33

Project Account Summary

Project Account Key	Payment Amount
None	777,860.31
100023E	20,249.98
100123E	5,000.00
100923E	37.00
101523E	5,306.00
30123-E	461.04
50223E	108.00
62023E	316.00
Grand Total:	809,338.33



City of La Puente AGENDA REPORT

To: Mayor and City Council

For meeting of: February 14, 2023

From: Bob Lindsey, City Manager

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

SUBJECT: CONSIDERATION OF A RESOLUTION AUTHORIZING THE SUBMISSION OF AN APPLICATION TO THE STATE OF CALIFORNIA FOR 2022 CALHOME HOMEOWNERSHIP GRANT PROGRAM

BACKGROUND

On January 6, 2023, the State of California Department of Housing and Community Development (“HCD”) announced the availability of approximately \$135 million in funds under the CalHome General Program. The CalHome Program is designed to make funds available to local public agencies or nonprofit corporations to support existing homeownership programs aimed at assisting very-low and low-income households through mortgage assistance and/or owner-occupied rehabilitation. The most recent CalHome Program award received by the City was in the amount of \$600,000 (in 2020) for the City’s housing rehabilitation program. The City is currently active with the “2020” CalHome fund grant and as well as the “re-use” funds available to the City. The “re-use” funds are from loan repayments through the previous grants that also provide new rehabilitation loans for qualified La Puente residents. Funding from CalHome has been used over the years in junction with Community Development Block Grant (“CDBG”) funds to offer both loans and grants for housing rehabilitation of single-family homes in the City occupied by low-income residents.

DISCUSSION

The HCD CalHome Program minimum application amount for any single activity/program that an agency can apply for is \$500,000 and the maximum application amount for one or more activities is \$5,000,000. Funding applications are due February 28, 2023, and are highly competitive.

Attached is Resolution No. 23-5777 which allows the City to apply for these new grants funds to be used for the City’s new First Time Homebuyer Program in the form of mortgage assistance. In addition to this potential funding opportunity, the City was previously awarded First Time Homebuyer Down Payment Assistance funding through HCD’s Permanent Local Housing Allocation (“PLHA”) with an estimated amount of \$213,514 to be received annually over the next five (5) years. The City is currently waiting for these funds to be released by HCD to the Los Angeles County Development Authority (“LACDA”) and then to the City.

The attached Resolution provides for the City to apply for \$3,200,000.00 under the new CalHome Program. Based on this funding request, approximately six loans could be funded each year over the course of the three-year life cycle of the grant.

The CalHome Program regulations allow activity delivery fees as eligible costs for the first-time homebuyer program. These grant funds will be used for downpayment assistance, homebuyer education as well as for loan servicing and loan monitoring over the next three (3) years. The maximum amount of these activity delivery fees is 10% of the total award. These fees may also pay for professional services should the City wish to contract with a housing consultant to assist Staff in the administration and delivery of the program.

If the City receives the CalHome grant, it must enter into a Standard Agreement with HCD. The term of the Standard Agreement is 36 months from the date of the award letter.

HCD is anticipated to announce the award recipients in June of this year.

FISCAL IMPACT

There is no cost to apply for the CalHome Program; nor is there a matching funds requirement should the City be awarded the grant.

RECOMMENDATION

It is recommended that the City Council adopt Resolution No. 23-5777 authorizing the submittal of an application for the 2022 CalHome Homeownership Grant Program.

ATTACHMENTS

Attachment "A": Resolution No. 23-5777

RESOLUTION NO. 23-5777

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, APPROVING AN APPLICATION FOR FUNDING AND THE EXECUTION OF A STANDARD AGREEMENT AND ANY AMENDMENTS THERETO FROM THE 2022 HOMEOWNERSHIP SUPER NOFA DATED JANUARY 6, 2023

WHEREAS, the City of La Puente, a political subdivision of the State of California, wishes to apply for and receive an allocation of funds through the CalHome Program; and

WHEREAS, the California Department of Housing and Community Development hereinafter referred to as ("HCD") has issued a Notice of Funding Availability ("NOFA") on January 6, 2023, for the CalHome program established by Chapter 84, Statutes of 2000 (SB 1656 Alarcon), and codified in Chapter 6 (commencing with Section 50650) of Part 2 of Division 31 of the Health and Safety Code (the "statute"), Pursuant to the statute, HCD is authorized to approve funding allocations utilizing monies made available by the State Legislature to the CalHome program, subject to the terms and conditions of the statute and the CalHome Program Regulations adopted by HCD in April 2004; and

WHEREAS, the City of La Puente wishes to submit an application to obtain from HCD an allocation of CalHome funds in the amount of \$3,200,000; and

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

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

SECTION 2. The City of La Puente shall submit to HCD an application to participate in the CalHome Program in response to the NOFA issued on January 6, 2023, which will request a funding allocation for the following activities:

- First-Time Homebuyer Mortgage Assistance program within the incorporated areas of La Puente totaling \$3,200,000.

SECTION 3. If the application for funding is approved, the City of La Puente hereby agrees to use the CalHome funds for eligible activities in the manner presented in the application as approved by HCD and in accordance with program regulations cited above. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application are enforceable in the Standard Agreement. The City of La Puente acknowledges and agrees that it may be required to execute any and all other instruments necessary or required by HCD for participation in the CalHome Program.

SECTION 4. The City of La Puente authorizes the City Manager to execute in the name of City of La Puente, the application, the Standard Agreement, and any subsequent amendments or modifications thereto, as well as any other documents such as funding request and reporting documents required by HCD for participants in the CalHome Program, and any amendments thereto.

SECTION 5. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timeliness represented in the application are enforceable through the Standard Agreement. City of La Puente acknowledges and agrees that it may be required to execute any and all other instruments necessary or required by HCD for participation in the Homeownership Super NOFA (“HOSN”) Program.

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 14th day of February, 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: February 14, 2023

From: Bob Lindsey, City Manager

By: Troy Grunklee, CPA, Director of Administrative Services

SUBJECT: CONSIDERATION OF A RESOLUTION DECLARING AS SURPLUS PROPERTY ONE TRACTOR, TWO MOWERS, AND ONE ELECTRIC CART IN THE CITY'S FLEET, AUTHORIZING THE SALE OF THE SURPLUS VEHICLES AT AUCTION, AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KEN PORTER AUCTION CO. FOR THE SALE OF THE VEHICLES

BACKGROUND

The City has adopted a system for disposing of surplus personal property that is for the common benefit of the City, and that ensures the City recoups the highest revenues for the property.

Pursuant to Section 2.20.120(a) of the City's Municipal Code ("Code"), at such times as determined by the purchasing officer, reports shall be prepared showing all supplies and equipment which are no longer used or which have become obsolete or worn out. The purchasing officer shall have the authority to sell, trade or exchange all supplies and equipment. All surplus property valued at more than five hundred (\$500.00) dollars requires a council resolution declaring it surplus. Additionally, Section 2.20.120(b)(3) of the Code states the purchasing officer is hereby authorized to dispose of surplus goods which are not used or needed or which have become unsuitable for city use. Such goods may be disposed of by any of the following procedures; sold at public auction conducted by a professional auctioneer.

DISCUSSION

The City fleet shows 1 tractor, 2 mowers, and 1 electric cart which are no longer operable or which have been replaced by newer vehicles. Those vehicles are:

YEAR	MAKE	MODEL/ DESCRIPTION	GAS, HYBRID OR ELECTRIC	VIN
1981	John Deere	Tractor	Gas	LV0110T111058
2005	John Deere	72" Mower	Gas	TC1435D030685
2016	Kubota	72" Mower	Gas	12398
2017	GEM	ELXD Electric Cart	Electric	52CG2DGA3H0015564

Staff recommends that the City Council declare the vehicles and trailer as surplus, and authorize disposal of said items. The City's purchasing officer has determined that the auction process will allow the City to recoup a greater amount of revenue from the sale than selling the vehicles through the informal bidding process, and will require the use of less valuable City resources, including staff time.

Ken Porter Auctions has submitted a proposal to dispose of the vehicles for a five-percent (5%) commission of the sales price. For the additional fees noted in the proposal, Ken Porter will pick-up the vehicles from the City Yard and transport them to their facility for auction. Additionally, the company will ensure that the vehicles meet the State's vehicle emissions statutes before sale.

FISCAL IMPACT

The expected General Fund revenue from the sale of these vehicles is \$1,500 - \$3,500 total.

RECOMMENDATION

It is recommended that the City Council: (1) adopt Resolution No. 23-5778 declaring as surplus property, one tractor, two mowers, and one electric cart in the City's fleet, authorizing the sale of the surplus vehicles at auction; and (2) approve the Professional Services Agreement with Ken Porter Auction Co. for the sale of the vehicles and authorize the City Manager to execute the Agreement on behalf of the City.

ATTACHMENTS

Attachment "A":	Resolution No. 23-5778
Attachment "B":	Ken Porter Auctions Proposal
Attachment "C":	Professional Services Agreement

RESOLUTION NO. 23-5778

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PUENTE, CALIFORNIA, DECLARING AS SURPLUS PROPERTY ONE TRACTOR, TWO MOWERS, AND ONE ELECTRIC CART IN THE CITY'S FLEET, AUTHORIZING THE SALE OF THE SURPLUS VEHICLES AT AUCTION, AND APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH KEN PORTER AUCTION CO. FOR THE SALE OF THE VEHICLES

WHEREAS, in accordance with the provisions of Government Code Section 37350, the City is permitted to dispose of personal property for the common benefit; and

WHEREAS, the City has adopted a system for disposing of surplus personal property that is for the common benefit of the City, and that ensures the City recoups the highest revenues for the property; and

WHEREAS, pursuant to Section 2.20.120(a) of the City's Municipal Code ("Code"), at such times as determined by the purchasing officer, reports shall be prepared showing all supplies and equipment which are no longer used or which have become obsolete or worn out. The purchasing officer shall have the authority to sell, trade or exchange all supplies and equipment. All surplus property valued at more than five hundred (\$500.00) dollars requires a council resolution declaring it surplus; and

WHEREAS, pursuant to Section 2.20.120(b)(3) of the City's Code, the purchasing officer is hereby authorized to dispose of surplus goods which are not used or needed or which have become unsuitable for city use. Such goods may be disposed of by any of the following procedures; sold at public auction conducted by a professional auctioneer; and

WHEREAS, the City currently has one tractor, two mowers, and one electric cart in its fleet that have reached the end of their useful life, and are non-operative or have been replaced. Therefore, staff recommends that the City Council declare the vehicles and trailer as surplus, and authorize disposal of said items. A description of each of the vehicles and trailer is attached hereto as Exhibit 1, and is incorporated herein by reference; and

WHEREAS, the City's purchasing officer has determined that the auction process will allow the City to recoup a greater amount of revenue from the sale than selling the vehicles and will require the use of less valuable City resources, including staff time.

NOW, THEREFORE, THE CITY COUNCIL DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

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

SECTION 2. Given the age the age and usage of each of the pieces of equipment set forth in Exhibit A, and the costs associated with the maintenance of said equipment, the City Council hereby declares the one tractor, two mowers, and one electric cart as surplus property.

SECTION 3. That pursuant to Section 2.20.120(b)(3) of the City's Municipal Code, the City Council hereby authorizes to dispose of surplus goods which are not used or needed or which have become unsuitable for city use. Such goods as set forth in Exhibit 1 may be disposed of by any of the following procedures; sold at public auction conducted by a professional auctioneer.

SECTION 4. That the City Council approves the professional services agreement with Ken Porter Auction Co. for the sale of the surplus vehicles at auction.

SECTION 5. That the City Council authorizes the City Manager to execute the professional services agreement necessary to facilitate said sale(s), subject to approval as to form by the City Attorney, and any other ancillary documents that may be necessary to carry out this Resolution.

SECTION 6. That the City Clerk shall certify to the adoption of this Resolution and distribute a copy to the City Manager and that the same shall be in full force and effect.

PASSED, APPROVED AND ADOPTED this 14th day of February 2023, by the following vote:

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

Charlie Klinakis, Mayor

ATTEST:

Sheryl Garcia, City Clerk

EXHIBIT 1

**LIST OF SURPLUS VEHICLES
2023**

YEAR	MAKE	MODEL/ DESCRIPTION	GAS, HYBRID OR ELECTRIC	VIN
1981	John Deere	Tractor	Gas	LV0110T111058
2005	John Deere	72" Mower	Gas	TC1435D030685
2016	Kubota	72" Mower	Gas	12398
2017	GEM	ELXD Electric Cart	Electric	52CG2DGA3H0015564

THE NEXT AUCTION IS:

NOTE:

If entry is for a future event,
enter sale date:

**2023 VEHICLE
AUCTION SCHEDULE:**

Jan 12-19 Feb 9-16 Mar 9-16

Apr 6-13 May 4-11 Jun 8-15

Jul 6-13 Aug 3-10 Sep 7-14

Oct 5-12 Nov 9-16 Dec 14-21



Ken Porter
AUCTIONS

4510 Muth Way - Telephone (310) 353-7140: Fax (310) 353-5740

CONSIGNMENT FORM

PLEASE COMPLETE ALL OF THE INFORMATION ON BOTH SIDES, PRINTING CLEARLY AND SIGN BELOW

AUCTION SITE IS LOCATED AT 4510 Muth Way Jurupa Valley, CA 92509

**** NOTE: ALL TITLES MUST BE RECEIVED BY KEN PORTER AUCTIONS PRIOR TO AUCTION ****

- 1) VEHICLES AND EQUIPMENT MAY BE DELIVERED TO THE SITE BY PRIOR ARRANGEMENT OR TRANSPORT ARRANGEMENTS CAN BE MADE (SEE BELOW).
- 2) TITLES MUST BE FREE AND CLEAR, ANY LIENHOLDERS MUST HAVE LIEN SATISFIED OR LIEN RELEASE SIGNED ON TITLE.
- 3) WE WILL PREPARE RELEASE OF LIABILITY AND A BILL OF SALE FORM – UPON RECEIPT, PLEASE SIGN OFF AND RETURN WITH OWNERSHIP CERTIFICATES, (SIGNED OFF), REGISTRATION AND WHERE NECESSARY, PLATES TAKEN UP RECORDS. IF TITLE HAS BEEN LOST PLEASE MARK IN REMARKS COLUMN SO WE CAN PREPARE A DUPLICATE TITLE / TRANSFER SHEET. If applicable all smog (see below) CERTIFICATES must be provided prior to sale.
- 4) ADVERTISING, CLEANING SERVICES, LOTTING, INSURED COSTS WILL BE PROVIDED. ALL BONDS ON FILE WITH CALIFORNIA SECRETARY OF STATE.

COMMISSION RATE & CONDITIONS: Per Contract

****PLEASE TYPE OR PRINT ALL INFORMATION CLEARLY. THANK YOU****

Equip No.	MAKE	MODEL	DESCRIPTION	VIN No. (Please Provide Full Vin if Possible)	ODO (MILEAGE)	YEAR	REMARKS
	John Deere	Tractor	Tractor	LV0110T111058		1981	
	John Deere	Mower	72" Mower	TC1435D030685		2005	
	Kubota	Mower	72" Mower	12398		2016	
	GEM	ELXD	Electric Cart	52CG2DGA3H0015564		2017	

Company Name: City of La Puente

Contact: Troy Grunklee Phone: (626) 855-1500 Fax: (626) 961-4626

Address: 15900 E. Main Street City: La Puente State: CA Zip: 91744

Contact Email: tgrunklee@lapuente.org KPA Rep: _____

Would you like us to tow vehicles? YES ☒ NO ☐

Are Vehicles ready for Pickup? YES ☒ NO ☐

Have Vehicles been smogged*? YES ☐ NO ☒
(*Within 90 Days of Sale Date)

Would you like us to arrange smogging? YES ☐ NO ☒

Branded Title, Salvage Retention, Recall
Frame Damage, Other: YES ☐ NO ☒

After the fact disclosures - Consignor will be responsible for reimbursement of all costs of sales & any fees

ATTACHMENT B

CONSIGNMENT AGREEMENT

As required by section 11729 CVC, the following agreement is executed.
KEN PORTER AUCTIONS,

California Dealer #45696

4510 Muth Way

Jurupa Valley, CA 92509

TEL: 310 353-7140 – FAX: 310 353-5740 – www.kenporterauctions.com

Our Auction site is located at 4510 Muth Way Jurupa Valley, CA 92509

DATE _____

AUCTION DATE: _____

NOTE: ALL TITLES MUST BE RECEIVED BY KEN PORTER AUCTIONS 8 DAYS PRIOR TO THE AUCTION DATE.

1. Vehicles and equipment may be delivered to the site by prior arrangement or transport arrangements can be made.
2. Titles must be free and clear. Any lien holders must have liens satisfied or lien release signed on title.
3. KEN PORTER AUCTIONS will prepare release of liability and a bill of sale form – when you receive them please sign off and return with ownership remarks column so we can prepare a duplicate title/transfer sheet.
4. Advertising, detailing, lotting, insured costs will be provided. All bonds on file with Secretary of State.
5. Commission rate and conditions;

I/We City of La Puente, herein referred to as **CONSIGNOR**, in the City of La Puente
California County of Los Angeles, hereby consign and deliver possession of the vehicle(s), as noted on
opposite side of this document. The consignment is limited for the sole purpose of selling the vehicle(s) and paying the **CONSIGNOR**
from the proceeds of the sale the amount agreed upon in this agreement. This agreement is valid for 60 days from the date of this agree-
ment. The terms of this agreement are that **KEN PORTER AUCTIONS** shall release the vehicle to the **CONSIGNOR** or may enter into
a new agreement at the termination of this agreement if the **CONSIGNOR** so desires. When **KEN PORTER AUCTIONS** sells the vehi-
cle(s) during the term of this agreement, the money due to the **CONSIGNOR** will be paid within 20 business days after the date of sale, if
furnished title is sufficient to pass title to the purchaser. In this agreement a “sale” occurs when **KEN PORTER AUCTIONS** receives the
purchase price or its equivalent or executes a conditional sales contract for the vehicle, or when the purchaser takes delivery of the vehicle,
whichever comes first.

SET BY CONTRACT

Within 20 business days after the sale, **KEN PORTER AUCTIONS** shall make an accounting to the **CONSIGNOR** for all of the follow-
ing: date of sale, repairs authorized by **CONSIGNOR** (supported by work records) and the total sale price. The titles shall have no lien
holder(s) so there is no amount of any liens payable to lien holders, and therefore, no evidence of payment of any liens.

The consigned vehicle is delivered to **KEN PORTER AUCTIONS** in trust for the exact terms set forth in this agreement.
KEN PORTER AUCTIONS agrees to receive this vehicle in trust and not to permit its use for any other purpose other than
what is contained in this agreement without the express written consent of the **CONSIGNOR**. Prior to payment due, the
CONSIGNOR shall furnish **KEN PORTER AUCTIONS** all documents necessary to transfer the ownership of the vehicle to
the purchaser.

Signature(s) of **CONSIGNOR** _____

Date _____

Date _____

Signature of **KEN PORTER AUCTIONS** _____

Date _____

Notice to **CONSIGNOR**: Failure of **KEN PORTER AUCTIONS** to comply with the terms of this agreement may be a viola-
tion of statute. This violation may result in criminal or administrative sanctions, or both. If you feel **KEN PORTER**
AUCTIONS has not complied with the terms of this agreement, please contact the **D.M.V.**, the Division of Investigations and
Occupational Licensing and the Bureau of investigations via your local Department of Motor Vehicles.

(**KEN PORTER AUCTIONS** is the person(s) or dealer who is selling the vehicle(s) on behalf of the **CONSIGNOR**)

(The **CONSIGNOR** is the person(s) who has given the vehicle(s) to **KEN PORTER AUCTIONS** to be sold)

CITY OF LA PUENTE

PROFESSIONAL SERVICES AGREEMENT

This PROFESSIONAL SERVICES AGREEMENT ("Agreement"), is made and effective as of February 28, 2023, between the City of La Puente, a municipal corporation ("City"), and JJ Kane Associates dba Ken Porter Auction Co., an Alabama 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 December 31, 2023, unless sooner terminated pursuant to the provisions of this Agreement. This Agreement may be extended for a period of six months by mutual agreement of the parties.

2. SERVICES

(a) Consultant shall serve as the auction company for the City and shall perform the following services: auction of the surplus vehicles set forth in Exhibit A, which is attached hereto and incorporated herein by reference, and when applicable, ensure that the vehicles meet the State's vehicle emissions statutes before sale (collectively "Services"). As part of the Services to be performed hereunder, Consultant shall be responsible for picking up the surplus vehicles at the City, at a date and time mutually agreed upon by the Parties, and selling the vehicles at its March 16, 2023, auction, or the next auction immediately following that date, unless otherwise extended by the Parties. All surplus vehicles shall be picked up on the same date, at the same time. Consultant shall store the surplus vehicles until sold, at no cost to the City. In the event the Agreement is terminated prior to the sale of the surplus vehicles, City shall pay all costs associated with transporting the vehicles to the City.

(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 auctioneer 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) Consultant shall pay to the City the entire sales price of the surplus vehicles. Said sales price shall be remitted to the City within fifteen (15) days of the date of the auction. The payments set forth in this Section shall be the only payments from Consultant to City.

(b) City agrees to compensate Consultant for the Services provided under this Agreement based on a contingency amount of five percent of the total sales price of the surplus vehicles. In addition to the contingency fee, City shall pay Consultant for transporting the surplus vehicles to the auction site. In no event shall the transportation costs exceed eighty five dollars per vehicle. In no event shall the total compensation payable to Consultant, including the cost of transportation and contingency amount, under this Agreement exceed the amount of the sales price of the vehicles at auction. The payments set forth in this Section shall be the only payments from City to Consultant for services rendered pursuant to this Agreement.

(c) Consultant shall submit to City an invoice, at the conclusion of the auction. The invoice shall separately identify the Services rendered during the billing period, the sales price of each vehicle, the personnel for whose services payment is sought, and all expenses for which reimbursement is requested. As a condition precedent to payment, the City may require Consultant to furnish supporting documentation for all charges for which payment is sought. Within twenty (20) business days of receipt of each invoice, City shall notify Consultant of any disputed amounts included on the invoice.

(d) Within thirty (30) days from receipt of an invoice from Consultant, the City shall pay all undisputed amounts to Consultant. The City shall have the right to withhold from payments to Consultant reasonably disputed amounts, including without limitation, amounts for Services not performed in accordance with this Agreement and costs, expenses or damages incurred by the City as a result of Consultant's breach of this Agreement or Consultant's negligence.

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 sub Consultants 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 Consultant. 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:

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

If to Consultant:

JJ Kane Associates dba Ken Porter Auctions
4510 Muth Way
Jurupa Valley, CA 92509
Tel: (310) 353-7140
Cell 310-613-9501

15. ASSIGNMENT

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

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

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

16. GOVERNING LAW/ATTORNEYS' FEES

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

costs, including costs of expert witnesses and consultants, as well as costs on appeal, in addition to any other relief to which it may be entitled.

17. ENTIRE AGREEMENT

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

18. SEVERABILITY

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

19. COUNTERPARTS

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

20. CAPTIONS

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

21. WAIVER

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

22. REMEDIES

Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance of the exercise

by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any of all of such other rights, powers or remedies.

23. AUTHORITY TO EXECUTE THIS AGREEMENT

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

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

“CITY”

City of La Puente

“CONSULTANT”

JJ Kane dba Ken Porter Auction Co.

By: _____
Bob Lindsey, City Manager

By: Gene Govoreau
Gene Govoreau, Sr.Sales Manager

Attest:

By: _____
Sheryl Garcia, City Clerk

Approved as to form:

By: _____
City Attorney

Attachments:	Exhibit A	List of Surplus Vehicles
	Exhibit B	Insurance Requirements

EXHIBIT A

LIST OF SURPLUS VEHICLES

YEAR	MAKE	MODEL/ DESCRIPTION	GAS, HYBRID OR ELECTRIC	VIN
2002	John Deere	Tractor	Gas	LV0110T111058
2005	John Deere	72" Mower	Gas	TC1435D030685
2016	Kubota	72" Mower	Gas	12398
2017	GEM	ELXD Electric Cart	Electric	52CG2DGA3H0015564

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, subConsultants, 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, subConsultants, 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.