

**Regular Meeting of the Artesia City Council  
City Council Chambers  
18747 Clarkdale Avenue  
Artesia, CA 90701  
(562) 865-6262**

**You may view this meeting live over the internet at  
<https://ca-artesia2.civicplus.com/241/City-Council-Meetings-Video>**

**Monday, March 17, 2025  
7:00 p.m.**

**1. CALL TO ORDER**

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**1A. Call to Order**

**2. ROLL CALL**

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**2A. Roll Call**

**3. INVOCATION**

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**3A. Invocation**

— Pastor Bob DeLeon, Artesia Calvary Chapel

**4. PLEDGE OF ALLEGIANCE**

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**4A. Pledge of Allegiance**

— Maria Andrade, Miss Artesia Princess

**5. PUBLIC COMMENTS**

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This is the portion of the meeting set aside to invite public comments regarding any matter within the subject matter jurisdiction of the City Council. Public comments may also be submitted by email at [publiccomments@cityofartesia.us](mailto:publiccomments@cityofartesia.us) before 12:00 p.m. on the date of the meeting. Public comments are limited to no more than three minutes each. If comments relate to a specific agenda item, those comments will be taken following the staff report for that item and prior to the City Council vote. Under the provisions of the Brown Act, the City Council is prohibited from taking action on items that are not listed on the agenda, but may refer the matter to staff or to a subsequent meeting. Those wishing to speak are asked to add your information at the digital public kiosk located at the entrance of the Council Chamber.

**5A. Public Comments**

**6. COUNCILMEMBER COMMENTS**

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**6A. Councilmember Comments**

**7. CEREMONIAL PRESENTATIONS**

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**7A. Developmental Disabilities Awareness Month Proclamation**

**7B. Women's History Month Proclamation**

### **7C. Social Work Month Proclamation**

### **7D. Red Cross Month Proclamation**

### **7E. National Kidney Month Proclamation**

## **8. BUSINESS PRESENTATIONS**

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### **8A. Los Angeles County Sheriff Department Annual Report**

## **9. CONSENT CALENDAR**

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It is recommended that Items (9A) through (9M) be acted on simultaneously in one vote unless a member of the City Council requests separate discussion and/or action on the item. In the event a member of the City Council requests separate discussion on a Consent Calendar item, or the item is removed from the Consent Calendar to allow for public comments on the item to be read. The City Council will consider that item immediately following approval of the rest of the Consent Calendar.

### **9A. Waive Reading of All Ordinance and Resolutions Adoptions on the Agenda and Read by Title Only**

— Recommended Action: Waive Reading, by Title Only, of all Ordinances and Resolutions. Said Ordinances and Resolutions Which Appear on the Public Agenda Shall Be Determined to Have Been Read by Title and Further Reading Waived.

### **9B. Accounts Payable Check Register - February 2025**

— Recommended Action: Receive and File.

### **9C. City Financial Report - January 2025**

— Recommended Action: Receive and File.

### **9D. AB 1234 Reporting**

— Recommended Action: Receive and File.

### **9E. City Council Meeting Minutes**

— Recommended Action: Approve Minutes as Presented for January 13, 2025 - Special Meeting, January 13, 2025 - Regular Meeting, February 10, 2025 - Regular Meeting

### **9F. Large Event Facility Use Permit For Noel S.V. Omega to hold a Philippine American Friendship Day Event on Saturday, July 12, 2025, at Artesia Park**

— Recommended Action: Approve the Issuance of a Large Event Facility Use Permit.

### **9G. Production Agreement with Fireworks & Stage FX America for a City-Sponsored 4th of July Fireworks Show**

— Recommended Action: Approve and Authorize the City Manager to Retroactively Execute the Production Agreement with Fireworks & Stage FX America in the Amount of \$27,000.



#### **9H. Refurbishments to Outdoor Buildings at Artesia Park**

- Recommended Action: Approve Amendment No. 1 to the Agreement with South Coast Painters, Increasing the Contract Amount by \$19,800 for a Revised Not-To-Exceed Total of \$75,000 for Additional Painting Services at Artesia Park;
- Approve Agreement with Kilter Termite, to Repair and Replace Sections of Wood at Four Exterior Park Buildings at Artesia Park for a Total Not-To-Exceed, of \$39,753;
- Authorize the City Manager to Execute the Agreements on Behalf of the Council;
- Make a Determination of Exemption Under CEQA Pursuant to Section 15301 (d); and
- Approve a Budget Amendment to the Billboard Fund to Provide Funding for the Agreements.

#### **9I. Grant Funding Update**

- Recommended Action: Receive and File.

#### **9J. Amendment No. 1 to Professional Service Agreement for Professional Planning Services With Willdan**

- Recommended Action: Approve Amendment No. 1 to the Professional Services Agreement with Willdan Engineering to Complete the Housing Element, Mixed-Use Overlay Projects, and Provide Staff Augmentation Services, for a Not-To-Exceed Amount of \$450,000;
- Authorize the City Manager to Execute the Agreement on Council's Behalf; and
- Approve a Budget Amendment to the Housing Authority Fund.

#### **9K. Amendment No. 1 to Professional Service Agreement for Professional Planning Services With Sagecrest Planning and Environmental Services**

- Recommended Action: Approve Amendment No. 1. To Professional Services Agreement for Professional Planning Services with Sagecrest Planning and Environmental Services for a Not-To-Exceed Amount of \$541,500; and
- Authorize the City Manager to Execute the Agreement on Council's Behalf.

#### **9L. Allocation of Available Local Return Funds for the Completion of the Historical District Trails Project - Phase III Landscaping**

- Recommended Action: Authorize Staff to Complete the Historical District Trails Project- Phase III Landscaping Using the City's Available Resources, and Not a New Third-Party Contractor;
- Approve Budget Amendments to Allocate the Not to Exceed Amounts of \$38,000 in Available Measure R Funds and \$250,000 in Available Measure M Funds to Complete Project;
- Authorize the City Manager to execute purchase orders that exceed his \$40,909.27 spending authority and make purchases to implement the landscape maintenance plan for the Historical District Trails Project - Phase III Landscaping in amounts that do not exceed the allocation and budget described herein;
- Make a Determination of Exemption Under CEQA Pursuant to Sections 15282(j)(c) and 15301.

#### **9M. 2024 General Plan Annual Progress Report and Annual Housing Element Progress Report**

- Recommended Action: Approve the General Plan Annual Progress Report Inclusive of the Annual Housing Element Progress Report for Calendar Year 2024; and
- Direct Staff to File the Reports with the State of California Office of Planning and Research (OPR) and the California Department of Housing and Community Development (HCD)

## **10. PUBLIC HEARING - NONE**

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## **11. DISCUSSION**

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### **11A. Late-Night/Early-Morning Permit for Starbucks at 11732 Artesia Boulevard**

- Recommended Action: Conduct hearing;
- Make Determination of Exemption from CEQA Pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines; and
- Adopt Resolution No. 25-3032, A Resolution of the City Council of the City of Artesia, California Granting a Late-Night/Early-Morning Permit Pursuant to Artesia Municipal Code Section 3-2.209 to Starbucks Restaurant Located at 11732 Artesia Boulevard.

### **11B. Introduction of an Ordinance Amending the Artesia Municipal Code Relating to Maintenance of Vacant Properties**

- Recommended Action: Make Determination of Exemption from CEQA Pursuant to Section 15061(B)(3) of the CEQA Guidelines; and
- Introduce Ordinance No. 25-966, An Ordinance Amending Chapter 24 (Vacant Properties) of Title 5 (Public Welfare) of the Artesia Municipal Code Relating to the Maintenance of Vacant Properties.

### **11C. 2025 Goal Setting Report**

- Recommended Action: Adopt the 2025 Goal Setting Report and Direct Staff to Begin Implementation of the Early Action Goals.

### **11D. Schematic Design for Botanical Garden Project**

- Recommended Action: Make a Determination that the Approval of the Schematic Design Plans are in Accordance to the Approved MND; and
- Approve the Schematic Design Plans for the Artesia Botanical Garden Project at 11462 178th St., Which Include the Overall Site Plan Design, Size of Program Areas Visualized in Renderings, Rough Project Cost and Construction Time Estimates, and Direct Staff to Develop the Plans, Specifications and Engineering for Bidding Construction Based upon the Approved Design.

## **12. CITY MANAGER INFORMATIONAL REPORTING**

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### **12A. City Manager Reporting**

## **13. ADJOURNMENT**

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### **13A. Adjournment**

The City of Artesia complies with the Americans with Disabilities Act of 1990. If you require special assistance to attend or participate in this meeting, please call the City Clerk's office at 562-865-6262 at least 72 hours prior to the meeting. Copies of Staff Reports are on file in the Office of the City Clerk and are available for inspection.

*Date Posted: March 13, 2025*



## **CITY COUNCIL AGENDA REPORT**

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**MEETING DATE:** March 17, 2025

**ITEM NO:** 9A.

**TO:** Mayor and Members of the City Council

**SUBJECT:** Waive Reading of All Ordinance and Resolutions Adoptions on the Agenda and Read by Title Only

**FROM:** Jennifer Alderete, City Clerk

**REVIEWED AND APPROVED BY:**

Abel Avalos, City Manager

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**RECOMMENDATION:**

It is recommended that the City Council waive reading, by title only, of all ordinances and resolutions. Said ordinances and resolutions which appear on the public agenda shall be determined to have been read by title and further reading waived.

**BACKGROUND:**

California Government Code 36934 allows the legislative body to waive the requirement to read ordinances and titles by the action.

**FISCAL IMPACT:**

There is no fiscal impact associated with approval of this item.



# CITY COUNCIL AGENDA REPORT

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**MEETING DATE:** March 17, 2025

**ITEM NO:** 9B.

**TO:** Mayor and Members of the City Council

**SUBJECT:** Accounts Payable Check Register - February 2025

**FROM:** Jamie Murguia, Finance Manager

**REVIEWED AND APPROVED BY:**

Melissa Burke, Deputy City Manager

Abel Avalos, City Manager

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**RECOMMENDATION:**

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

**BACKGROUND:**

The attached demands summary (accounts payable checks) is a list of all checks issued by the City of Artesia from February 1, 2025 through February 28, 2025.

Prior to printing each check, payment requests are approved by the department manager, Finance Manager, and City Manager. Once payment requests have been approved, a batch for disbursement is processed by the Senior Accountant, and approved by the Finance Manager. Each check is printed with its invoice detail, then signed by the City Manager and Mayor.

**FISCAL IMPACT:**

There is no fiscal impact associated with approval of this item.

**RECOMMENDED COUNCIL ACTION:**

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

**Attachments**

[2025 February Demand Check Register.pdf](#)

# City of Artesia

## February 2025 Check Register

Date	Transaction # Description	Transaction Type	Post Date Due Date	Transaction Payment # Amount	Payment Date	Amount Paid
<b>AFSCME DISTRICT COUNCIL 36</b>						
02/12/2025	0207205	Invoice	02/12/2025	\$697.07 85979	02/12/2025	\$697.07
	Union Dues, Payroll		02/12/2025			
02/26/2025	02212025	Invoice	02/26/2025	\$669.43 86036	02/26/2025	\$669.43
	Union Dues, Payroll		02/26/2025			
<i>Totals for AFSCME DISTRICT COUNCIL 36:</i>				<u>\$1,366.50</u>		<u>\$1,366.50</u>
<b>AKESO OCCUPATIONAL HEALTH</b>						
02/19/2025	1440-83601	Invoice	02/19/2025	\$95.00 86012	02/19/2025	\$95.00
	Pre Employment Physical		02/19/2025			
<i>Totals for AKESO OCCUPATIONAL HEALTH:</i>				<u>\$95.00</u>		<u>\$95.00</u>
<b>ALBANO'S PLUMBING INC.</b>						
09/09/2024	55085	Invoice	09/09/2024	\$1,750.00 85966	02/04/2025	\$1,750.00
	Repair and replacement of		09/09/2024			
<i>Totals for ALBANO'S PLUMBING INC.:</i>				<u>\$1,750.00</u>		<u>\$1,750.00</u>
<b>ALISSA CARREIRO</b>						
02/19/2025	82733672	Invoice	02/19/2025	\$59.00 86013	02/19/2025	\$59.00
	Not enough players		02/19/2025			
<i>Totals for ALISSA CARREIRO:</i>				<u>\$59.00</u>		<u>\$59.00</u>
<b>ALL CITY MANAGEMENT SERVICES</b>						
02/12/2025	98667	Invoice	02/12/2025	\$11,704.02 85980	02/12/2025	\$11,704.02
	1/19- 2/1/25 Crossing Guard		02/12/2025			
<i>Totals for ALL CITY MANAGEMENT SERVICES:</i>				<u>\$11,704.02</u>		<u>\$11,704.02</u>
<b>ARTESIA CERRITOS LIONS CLUB</b>						
02/19/2025	IR-3575	Invoice	02/19/2025	\$12,000.00 86014	02/19/2025	\$12,000.00
	2025 Community Benefits		02/19/2025			
<i>Totals for ARTESIA CERRITOS LIONS CLUB:</i>				<u>\$12,000.00</u>		<u>\$12,000.00</u>
<b>ARTESIA HISTORICAL SOCIETY</b>						
01/29/2025	IR-3492	Invoice	01/29/2025	\$37,500.00 85967	02/04/2025	\$37,500.00
	2025 Community Benefits		01/29/2025			
<i>Totals for ARTESIA HISTORICAL SOCIETY:</i>				<u>\$37,500.00</u>		<u>\$37,500.00</u>
<b>ARTESIA TIRE AND SERVICE</b>						
02/12/2025	INV027946	Invoice	02/12/2025	\$1,156.27 85981	02/12/2025	\$1,156.27
	Repairs - 2018 GMC Sierra		02/12/2025			
<i>Totals for ARTESIA TIRE AND SERVICE:</i>				<u>\$1,156.27</u>		<u>\$1,156.27</u>
<b>BEST BEST &amp; KRIEGER LLP</b>						
02/26/2025	1020177	Invoice	02/26/2025	\$1,556.00 86037	02/26/2025	\$1,556.00
	25/01 Eminent Domain RE		02/26/2025			
02/26/2025	1020173	Invoice	02/26/2025	\$1,570.00 86037	02/26/2025	\$1,570.00
	25/01 Catalyst - Artesia LLC -		02/26/2025			
02/26/2025	1020179	Invoice	02/26/2025	\$2,278.00 86037	02/26/2025	\$2,278.00
	25/01 General Litigation		02/26/2025			
02/26/2025	1020165	Invoice	02/26/2025	\$2,352.00 86037	02/26/2025	\$2,352.00
	25/01 Planning		02/26/2025			
02/26/2025	1020178	Invoice	02/26/2025	\$5,041.80 86037	02/26/2025	\$5,041.80
	25/01 Code Enforcement		02/26/2025			
02/26/2025	1020171	Invoice	02/26/2025	\$11,729.50 86037	02/26/2025	\$11,729.50
	25/01 Labor/Employment		02/26/2025			
02/26/2025	1020172	Invoice	02/26/2025	\$340.00 86037	02/26/2025	\$340.00
	25/01 Successor Agency		02/26/2025			
02/26/2025	1020175	Invoice	02/26/2025	\$306.00 86037	02/26/2025	\$306.00
	25/01 HCD Notice		02/26/2025			
02/26/2025	1020164	Invoice	02/26/2025	\$196.00 86037	02/26/2025	\$196.00
	25/01 Administration		02/26/2025			
02/26/2025	1020176	Invoice	02/26/2025	\$194.00 86037	02/26/2025	\$194.00
	25/01 Economic		02/26/2025			
02/26/2025	1020169	Invoice	02/26/2025	\$98.00 86037	02/26/2025	\$98.00
	25/01 Utilities		02/26/2025			
02/26/2025	1020181	Invoice	02/26/2025	\$643.50 86037	02/26/2025	\$643.50
	25/01 Builders Remedy		02/26/2025			

02/26/2025	1020182	Invoice	02/26/2025	\$780.00 86037	02/26/2025	\$780.00
	25/01 Public Records Act		02/26/2025			
02/26/2025	1020166	Invoice	02/26/2025	\$983.50 86037	02/26/2025	\$983.50
	25/01 City Clerk		02/26/2025			
02/26/2025	1020168	Invoice	02/26/2025	\$1,029.00 86037	02/26/2025	\$1,029.00
	25/01 Public Works		02/26/2025			
02/26/2025	1020170	Invoice	02/26/2025	\$1,224.00 86038	02/26/2025	\$1,224.00
	25/01 Finance		02/26/2025			
02/26/2025	1020167	Invoice	02/26/2025	\$1,421.00 86038	02/26/2025	\$1,421.00
	25/01 Parks & Recreation		02/26/2025			
02/26/2025	1020163	Invoice	02/26/2025	\$1,494.50 86038	02/26/2025	\$1,494.50
	25/01 City Manager		02/26/2025			
02/26/2025	1020162	Invoice	02/26/2025	\$5,918.70 86038	02/26/2025	\$5,918.70
	25/01 City Council		02/26/2025			
02/26/2025	1020174	Invoice	02/26/2025	\$9,365.52 86038	02/26/2025	\$9,365.52
	25/01 Motel 6		02/26/2025			
		<i>Totals for BEST BEST &amp; KRIEGER LLP:</i>		<u>\$48,521.02</u>		<u>\$48,521.02</u>
<b>CALE AMERICA INC.</b>						
02/12/2025	184037	Invoice	02/12/2025	\$1,526.16 85982	02/12/2025	\$1,526.16
	25/01 Parking Meter IT		02/12/2025			
		<i>Totals for CALE AMERICA INC.:</i>		<u>\$1,526.16</u>		<u>\$1,526.16</u>
<b>CALIFORNIA CLERK ADMINISTRATION SERVICES, LLC</b>						
02/26/2025	A-007	Invoice	02/26/2025	\$375.00 86039	02/26/2025	\$375.00
	Transcription of minutes		02/26/2025			
		<i>Totals for CALIFORNIA CLERK ADMINISTRATION SERVICES, LLC:</i>		<u>\$375.00</u>		<u>\$375.00</u>
<b>CALIFORNIA CONSULTING INC</b>						
02/26/2025	7099	Invoice	02/26/2025	\$5,850.00 86040	02/26/2025	\$5,850.00
	Grant Writing Services		02/26/2025			
		<i>Totals for CALIFORNIA CONSULTING INC:</i>		<u>\$5,850.00</u>		<u>\$5,850.00</u>
<b>CALIFORNIA PEST MANAGEMENT</b>						
02/12/2025	231273	Invoice	02/12/2025	\$134.00 85983	02/12/2025	\$134.00
	25/01 Pest Control		02/12/2025			
02/12/2025	231383	Invoice	02/12/2025	\$134.00 85983	02/12/2025	\$134.00
	25/02 Pest Control		02/12/2025			
		<i>Totals for CALIFORNIA PEST MANAGEMENT:</i>		<u>\$268.00</u>		<u>\$268.00</u>
<b>CalPers</b>						
02/01/2025	4203484552-02/2025	Invoice	02/01/2025	\$72,266.46 41108	02/12/2025	\$72,266.46
	25/02 Health Premium		02/01/2025			
		<i>Totals for CalPers:</i>		<u>\$72,266.46</u>		<u>\$72,266.46</u>
<b>CBE OFFICE SOLUTIONS</b>						
02/19/2025	IN2814585	Invoice	02/19/2025	\$400.77 86015	02/19/2025	\$400.77
	12/20-1/19/25 Overage		02/19/2025			
		<i>Totals for CBE OFFICE SOLUTIONS:</i>		<u>\$400.77</u>		<u>\$400.77</u>
<b>CELL BUSINESS EQUIPMENT</b>						
02/12/2025	5033126043	Invoice	02/12/2025	\$653.71 85984	02/12/2025	\$653.71
	2/20-3/19/25 Sharp Copiers		02/12/2025			
		<i>Totals for CELL BUSINESS EQUIPMENT:</i>		<u>\$653.71</u>		<u>\$653.71</u>
<b>CERRITOS FOOTBALL BOOSTERS</b>						
02/26/2025	83735580	Invoice	02/26/2025	\$80.00 86041	02/26/2025	\$80.00
	Facility use deposit refund		02/26/2025			
		<i>Totals for CERRITOS FOOTBALL BOOSTERS:</i>		<u>\$80.00</u>		<u>\$80.00</u>
<b>CHAKRA MISHRA</b>						
02/19/2025	17612	Invoice	02/19/2025	\$500.00 86016	02/19/2025	\$500.00
	C&D Recycling Deposit		02/19/2025			
		<i>Totals for CHAKRA MISHRA:</i>		<u>\$500.00</u>		<u>\$500.00</u>
<b>CHEE SALETTE ARCHITECTURE OFFICE</b>						
02/12/2025	2024-08-04	Invoice	02/12/2025	\$23,000.00 85985	02/12/2025	\$23,000.00
	24/12 Design Services		02/12/2025			
		<i>Totals for CHEE SALETTE ARCHITECTURE OFFICE:</i>		<u>\$23,000.00</u>		<u>\$23,000.00</u>
<b>CINTAS CORP</b>						
02/12/2025	4219288008	Invoice	02/12/2025	\$149.72 85986	02/12/2025	\$149.72
	25/01 AJ Park Janitorial		02/12/2025			
02/12/2025	4217835386	Invoice	02/12/2025	\$556.70 85986	02/12/2025	\$556.70
	25/01 Artesia Park Janitorial		02/12/2025			
		<i>Totals for CINTAS CORP:</i>		<u>\$706.42</u>		<u>\$706.42</u>

02/19/2025	ASIT001483	Invoice	02/19/2025	\$4,378.00	86017	02/19/2025	\$4,378.00
	25/02 IT service and onsite		02/19/2025				
			<i>Totals for CITY OF BREA:</i>	\$4,378.00			\$4,378.00

02/12/2025	3507880-00-021325	Invoice	02/12/2025	\$234.88	85987	02/12/2025	\$234.88
	11/15-1/15/25 169th &		02/12/2025				
02/12/2025	3507800-00-021325	Invoice	02/12/2025	\$95.37	85987	02/12/2025	\$95.37
	11/15-1/15/25 11908 169th		02/12/2025				
		Totals for CITY OF NORWALK:		\$330.25			\$330.25

02/07/2025	70687030201247	Invoice	02/07/2025	\$3,663.83	41109	02/12/2025	\$3,663.83
	25/02 Supplemental Ins.		02/07/2025				
		Totals for COLONIAL LIFE:		<u>\$3,663.83</u>			<u>\$3,663.83</u>

12/16/2024	4313	Invoice	12/16/2024	\$4,282.90	85968	02/04/2025	\$4,282.90
	Laserfiche - CD Document		12/16/2024				
02/26/2025	4357	Invoice	02/26/2025	\$11,570.62	86042	02/26/2025	\$11,570.62
	Laserfiche - CD Document		02/26/2025				
	<i>Totals for COMPLETE PAPERLESS SOLUTIONS, LLC:</i>			<u>\$15,853.52</u>			<u>\$15,853.52</u>

02/26/2025	83174360	Invoice	02/26/2025	\$150.00	86043	02/26/2025	\$150.00
	Facility use deposit refund		02/26/2025				
		Totals for CUB SCOUT PACK 529:		\$150.00			\$150.00

02/19/2025	41925	Invoice	02/19/2025	\$400.00	86018	02/19/2025	\$400.00
	Eggstravaganza & Public		02/19/2025				
			<i>Totals for David Devito:</i>	<u>\$400.00</u>			<u>\$400.00</u>

02/26/2025	108	Invoice	02/26/2025	\$1,500.00	86044	02/26/2025	\$1,500.00
	Restaurant week promos		02/26/2025				
		Totals for DAVID M MARQUEZ JR.:		\$1,500.00			\$1,500.00

02/19/2025	1803	Invoice	02/19/2025	\$3,937.50	86019	02/19/2025	\$3,937.50
	24/12 and 25/01	Accounting	02/19/2025				
		<i>Totals for DEB'S BOOKKEEPPLUS:</i>		<u>\$3,937.50</u>			<u>\$3,937.50</u>

02/26/2025	70144-00001-01/01/25	Invoice	02/26/2025	\$254.96	86045	02/26/2025	\$254.96
	25/01 HMO Dental		02/26/2025				
02/26/2025	70144-00001-02/01/25	Invoice	02/26/2025	\$254.96	86045	02/26/2025	\$254.96
	25/02 HMO Dental		02/26/2025				
02/26/2025	70144-00001-03/01/25	Invoice	02/26/2025	\$254.96	86045	02/26/2025	\$254.96
	25/03 HMO Dental		02/26/2025				
	<i>Totals for DELTA DENTAL INSURANCE COMPANY:</i>			\$764.88			\$764.88

02/12/2025	902	Invoice	02/12/2025	\$400.00	85988	02/12/2025	\$400.00
	Dog Day Afternoon DJ		02/12/2025				
02/26/2025	IR-3694	Invoice	02/26/2025	\$300.00	86046	02/26/2025	\$300.00
	Baseball Opening Day 2025 -		02/26/2025				
		<i>Totals for DERRAIN DAVIS:</i>		<u>\$700.00</u>			<u>\$700.00</u>

02/19/2025	113656 - B	Invoice	02/19/2025	\$1,097.27	86020	02/19/2025	\$1,097.27
	Various Street Lighting		02/19/2025				
02/19/2025	113656 - A	Invoice	02/19/2025	\$1,440.00	86020	02/19/2025	\$1,440.00
	Artesia Park - Various		02/19/2025				
02/26/2025	113617	Invoice	02/26/2025	\$260.00	86047	02/26/2025	\$260.00
	Reprogram Water Tower		02/26/2025				
02/26/2025	113660	Invoice	02/26/2025	\$450.00	86047	02/26/2025	\$450.00
	Painting Conduit at Main		02/26/2025				
		Totals for DUPRE ENTERPRISES:		\$3,247.27			\$3,247.27

02/26/2025	19585	Invoice	02/26/2025	\$1,817.00	86048	02/26/2025	\$1,817.00
	Board up of 11928 169th St.		02/26/2025				
	<i>Totals for EAST WHITTIER GLASS AND MIRROR CO. INC.:</i>			<u>\$1,817.00</u>			<u>\$1,817.00</u>

02/26/2025	TuitionReimb 2-24-25	Invoice	02/26/2025	\$2,395.00	86049	02/26/2025	\$2,395.00
	Tuition Reimbursement		02/26/2025				
			Totals for EDITH GUERRA:	\$2,395.00			\$2,395.00
<b>Enterprise FM Trust</b>							
02/20/2025	480414A-020625	Invoice	02/20/2025	\$3,534.91	41117	02/26/2025	\$3,534.91
	24/01 Electric Vehicle Lease		02/20/2025				
			Totals for Enterprise FM Trust:	\$3,534.91			\$3,534.91
<b>ERNESTO OLIVARES</b>							
02/26/2025	MAR2025	Invoice	02/26/2025	\$221.12	86050	02/26/2025	\$221.12
	25/03 Medical Premium		02/26/2025				
			Totals for ERNESTO OLIVARES:	\$221.12			\$221.12
<b>EXCEL PAVING COMPANY</b>							
02/12/2025	001	Invoice	02/12/2025	\$450,372.20	85989	02/12/2025	\$450,372.20
	2024 City Wide Bus Shelter		02/12/2025				
	Project - Invoice No. 1						
			Totals for EXCEL PAVING COMPANY:	\$450,372.20			\$450,372.20
<b>Ferguson Enterprises LLC #1350</b>							
02/26/2025	5109217	Invoice	02/26/2025	\$11.81	86051	02/26/2025	\$11.81
	Artesia Community		02/26/2025				
	Center - PVC Couplina						
			Totals for Ferguson Enterprises LLC #1350:	\$11.81			\$11.81
<b>FIDELITY SECURITY LIFE INSURANCE CO.</b>							
02/06/2025	166644920	Invoice	02/06/2025	\$515.66	41118	02/26/2025	\$515.66
	25/02 Vision Coverage		02/06/2025				
			Totals for FIDELITY SECURITY LIFE INSURANCE CO.:	\$515.66			\$515.66
<b>FIESTA COOPERATIVE INC.</b>							
02/26/2025	250102	Invoice	02/26/2025	\$8,199.41	86052	02/26/2025	\$8,199.41
	25/01 Dial-a-Ride Services		02/26/2025				
02/26/2025	241203	Invoice	02/26/2025	\$7,383.69	86052	02/26/2025	\$7,383.69
	24/12 Dial-A-Ride Service		02/26/2025				
			Totals for FIESTA COOPERATIVE INC.:	\$15,583.10			\$15,583.10
<b>Fireworks &amp; Stage FX America, LLC</b>							
02/12/2025	7-4-2025-1	Invoice	02/12/2025	\$13,500.00	85990	02/12/2025	\$13,500.00
	July 4th Fireworks show		02/12/2025				
			Totals for Fireworks & Stage FX America, LLC:	\$13,500.00			\$13,500.00
<b>FRANCHISE TAX BOARD</b>							
02/12/2025	02072025	Invoice	02/12/2025	\$80.00	85991	02/12/2025	\$80.00
	Ericka Jackson, 02/07/2025		02/12/2025				
02/26/2025	02212025	Invoice	02/26/2025	\$80.00	86053	02/26/2025	\$80.00
	Ericka Jackson, 02/21/2025		02/26/2025				
02/26/2025	02212025	Invoice	02/26/2025	\$46.09	86054	02/26/2025	\$46.09
	Rene Trevino, 02/21/2025		02/26/2025				
			Totals for FRANCHISE TAX BOARD:	\$206.09			\$206.09
<b>FRIENDS OF THE ARTESIA LIBRARY</b>							
01/29/2025	IR-3494	Invoice	01/29/2025	\$25,000.00	85969	02/04/2025	\$25,000.00
	2025 Community Benefits		01/29/2025				
			Totals for FRIENDS OF THE ARTESIA LIBRARY:	\$25,000.00			\$25,000.00
<b>GOLDEN STATE WATER COMPANY</b>							
02/21/2025	00552386989-021325	Invoice	02/21/2025	\$415.65	41119	02/26/2025	\$415.65
	25/01 11938 South St.		02/21/2025				
02/21/2025	28650044382-020625	Invoice	02/21/2025	\$116.19	41119	02/26/2025	\$116.19
	25/01 18609 IRR Pioneer Blvd		02/21/2025				
02/21/2025	49057935782-021925	Invoice	02/21/2025	\$159.79	41119	02/26/2025	\$159.79
	25/01 18530 Corby Ave.		02/21/2025				
02/21/2025	13732300002-021825	Invoice	02/21/2025	\$341.83	41119	02/26/2025	\$341.83
	25/01 11504 Artesia Blvd		02/21/2025				
02/21/2025	80727400006-020625	Invoice	02/21/2025	\$511.60	41119	02/26/2025	\$511.60
	25/01 11710 South St. IRR		02/21/2025				
02/21/2025	43024400004-020625	Invoice	02/21/2025	\$352.93	41119	02/26/2025	\$352.93
	25/01 11734 IRR Artesia		02/21/2025				
02/21/2025	42732300001-021925	Invoice	02/21/2025	\$315.24	41119	02/26/2025	\$315.24
	25/01 12034 Artesia IRR		02/21/2025				
02/21/2025	11131392257-021825	Invoice	02/21/2025	\$656.34	41119	02/26/2025	\$656.34
	25/01 17189 IRR Baber Ave.		02/21/2025				
02/21/2025	97259400006-021825	Invoice	02/21/2025	\$58.17	41119	02/26/2025	\$58.17



	25/01 17202 Alburtis Ave.		02/21/2025				
02/21/2025	82177200001-021825	Invoice	02/21/2025	\$193.06	41119	02/26/2025	\$193.06
	25/01 17203 Corby Ave.		02/21/2025				
02/21/2025	87564300009-021925	Invoice	02/21/2025	\$742.16	41119	02/26/2025	\$742.16
	25/01 17512 IRR Norwalk		02/21/2025				
02/21/2025	79020300004-021825	Invoice	02/21/2025	\$1,676.68	41119	02/26/2025	\$1,676.68
	25/01 17815 Pioneer Blvd		02/21/2025				
02/21/2025	87836872074-021325	Invoice	02/21/2025	\$211.55	41119	02/26/2025	\$211.55
	25/01 18506 IRR Pioneer		02/21/2025				
02/21/2025	29424300001-020625	Invoice	02/21/2025	\$175.46	41119	02/26/2025	\$175.46
	25/01 18641 Corby		02/21/2025				
02/21/2025	22743000006-020625	Invoice	02/21/2025	\$222.32	41119	02/26/2025	\$222.32
	25/01 18644 Alburtis Ave.		02/21/2025				
02/21/2025	91743000001-020625	Invoice	02/21/2025	\$408.54	41119	02/26/2025	\$408.54
	25/01 18747 Clarkdale Ave.		02/21/2025				
02/21/2025	02743000008-020625	Invoice	02/21/2025	\$27.30	41119	02/26/2025	\$27.30
	25/01 18747 Fp Clarkdale		02/21/2025				
02/21/2025	12743000007-020625	Invoice	02/21/2025	\$425.03	41119	02/26/2025	\$425.03
	25/01 18750 Clarkdale		02/21/2025				
02/21/2025	85147443411-021325	Invoice	02/21/2025	\$392.68	41119	02/26/2025	\$392.68
	25/01 18803 Elaine Ave.		02/21/2025				
02/21/2025	63500932239-021325	Invoice	02/21/2025	\$91.89	41119	02/26/2025	\$91.89
	25/01 Norwalk & South St.		02/21/2025				
02/21/2025	55342200007-020625	Invoice	02/21/2025	\$251.98	41119	02/26/2025	\$251.98
	25/01 Norwalk Blvd So of		02/21/2025				
02/21/2025	91385393847-020625	Invoice	02/21/2025	\$1,327.68	41119	02/26/2025	\$1,327.68
	25/01 17514 Norwalk Blvd		02/21/2025				
02/21/2025	53533876818-020625	Invoice	02/21/2025	\$346.98	41119	02/26/2025	\$346.98
	25/01 Droxford St Norwalk		02/21/2025				
02/21/2025	76772389227-021425	Invoice	02/21/2025	\$182.76	41119	02/26/2025	\$182.76
	25/01 11504 178th St.		02/21/2025				
	Totals for GOLDEN STATE WATER COMPANY:			\$9,603.81			\$9,603.81
GRAINGER							
02/12/2025	9345565015	Invoice	02/12/2025	\$1,563.61	85992	02/12/2025	\$1,563.61
	Cleaning Supplies for		02/12/2025				
02/12/2025	9345565031	Invoice	02/12/2025	\$2,241.04	85992	02/12/2025	\$2,241.04
	Cleaning Supplies for City		02/12/2025				
02/12/2025	9366896091	Invoice	02/12/2025	\$407.48	85992	02/12/2025	\$407.48
	Vacuum and vacuum baqs		02/12/2025				
02/26/2025	9345565023	Invoice	02/26/2025	\$403.00	86055	02/26/2025	\$403.00
	Public Works Janitorial		02/26/2025				
	Totals for GRAINGER:			\$4,615.13			\$4,615.13
GUSTAVO SOTO							
02/19/2025	82733722	Invoice	02/19/2025	\$54.00	86021	02/19/2025	\$54.00
	Not enough players		02/19/2025				
	Totals for GUSTAVO SOTO:			\$54.00			\$54.00
HAZZARD BACKFLOW INC.							
02/26/2025	41621	Invoice	02/26/2025	\$2,650.00	86056	02/26/2025	\$2,650.00
	Replace Failed Backflow		02/26/2025				
	Assembly - 17815 Pioneer						
02/26/2025	41435	Invoice	02/26/2025	\$870.00	86056	02/26/2025	\$870.00
	Annual Backflow Tests		02/26/2025				
	Totals for HAZZARD BACKFLOW INC.:			\$3,520.00			\$3,520.00
HDL COREN & CONE							
02/03/2025	SIN046814	Invoice	02/03/2025	\$2,196.42	85970	02/04/2025	\$2,196.42
	Jan/Mar '25 Property Tax		02/03/2025				
	Totals for HDL COREN & CONE:			\$2,196.42			\$2,196.42
HEDSSON JIMENEZ							
02/19/2025	Jan2025	Invoice	02/19/2025	\$1,340.95	86022	02/19/2025	\$1,340.95
	25/01 Karate Class		02/19/2025				
	Totals for HEDSSON JIMENEZ:			\$1,340.95			\$1,340.95
HOLIDAYGOO							
02/26/2025	21010	Invoice	02/26/2025	\$1,256.51	86057	02/26/2025	\$1,256.51
	Candy and toy filled plastic		02/26/2025				
	Totals for HOLIDAYGOO:			\$1,256.51			\$1,256.51
HONEYWELL INTERNATIONAL INC							

02/12/2025	5269039414	Invoice	02/12/2025	\$17,358.96	85993	02/12/2025	\$17,358.96
	02/01-4/30/25 HVCA		02/12/2025				
		<i>Totals for HONEYWELL INTERNATIONAL INC:</i>		<u>\$17,358.96</u>			<u>\$17,358.96</u>
<b>HUMAN SERVICES ASSOCIATION</b>							
02/03/2025	11302425	Invoice	02/03/2025	\$1,177.00	85971	02/04/2025	\$1,177.00
	24/11 Senior Meals		02/03/2025				
02/19/2025	01312425	Invoice	02/19/2025	\$1,029.00	86023	02/19/2025	\$1,029.00
	25/01 Senior Meals		02/19/2025				
		<i>Totals for HUMAN SERVICES ASSOCIATION:</i>		<u>\$2,206.00</u>			<u>\$2,206.00</u>
<b>JASPERS AUTO SERVICE INC.</b>							
02/12/2025	59,169	Invoice	02/12/2025	\$1,196.78	85994	02/12/2025	\$1,196.78
	Maintenance - 2012 Dodge		02/12/2025				
	Recreational Van #2						
02/12/2025	59,144	Invoice	02/12/2025	\$847.90	85994	02/12/2025	\$847.90
	Maintenance - 2012 Dodge		02/12/2025				
	Recreational Van #1						
		<i>Totals for JASPERS AUTO SERVICE INC.:</i>		<u>\$2,044.68</u>			<u>\$2,044.68</u>
<b>JOHN L HUNTER &amp; ASSOCIATES</b>							
02/12/2025	ART1MS412411	Invoice	02/12/2025	\$2,858.75	85995	02/12/2025	\$2,858.75
	24/11 Municipal Storm		02/12/2025				
02/12/2025	ART1MS412410	Invoice	02/12/2025	\$2,969.27	85995	02/12/2025	\$2,969.27
	24/10 Municipal Storm		02/12/2025				
02/19/2025	ART1MS412412	Invoice	02/19/2025	\$2,932.50	86024	02/19/2025	\$2,932.50
	24/12 Municipal Storm		02/19/2025				
		<i>Totals for JOHN L HUNTER &amp; ASSOCIATES:</i>		<u>\$8,760.52</u>			<u>\$8,760.52</u>
<b>JOSE ASCENCIO</b>							
02/26/2025	MAR2025	Invoice	02/26/2025	\$221.12	86058	02/26/2025	\$221.12
	25/03 Medical Premium		02/26/2025				
		<i>Totals for JOSE ASCENCIO:</i>		<u>\$221.12</u>			<u>\$221.12</u>
<b>JUSTINE MENZEL</b>							
02/26/2025	MAR2025	Invoice	02/26/2025	\$32.28	86059	02/26/2025	\$32.28
	25/03 Medical Premium		02/26/2025				
		<i>Totals for JUSTINE MENZEL:</i>		<u>\$32.28</u>			<u>\$32.28</u>
<b>KAREN HEATH</b>							
02/26/2025	MAR2025	Invoice	02/26/2025	\$225.36	86060	02/26/2025	\$225.36
	25/03 Medical Premium		02/26/2025				
		<i>Totals for KAREN HEATH:</i>		<u>\$225.36</u>			<u>\$225.36</u>
<b>KIMLEY HORN AND ASSOCIATES INC</b>							
02/26/2025	30876164	Invoice	02/26/2025	\$1,300.00	86061	02/26/2025	\$1,300.00
	25/01 EV Charging Facility		02/26/2025				
		<i>Totals for KIMLEY HORN AND ASSOCIATES INC:</i>		<u>\$1,300.00</u>			<u>\$1,300.00</u>
<b>KOSMONT COMPANIES</b>							
02/26/2025	2412.8-001	Invoice	02/26/2025	\$2,906.80	86062	02/26/2025	\$2,906.80
	24/12 Econ Dev		02/26/2025				
02/26/2025	2412.8-002	Invoice	02/26/2025	\$6,275.00	86062	02/26/2025	\$6,275.00
	25/01 Econ Dev		02/26/2025				
		<i>Totals for KOSMONT COMPANIES:</i>		<u>\$9,181.80</u>			<u>\$9,181.80</u>
<b>LA CONSERVATION CORPS</b>							
02/26/2025	24-1479 Nov24	Invoice	02/26/2025	\$4,930.38	86063	02/26/2025	\$4,930.38
	24/12 CAL FIRE Grant Three		02/26/2025				
	Year Maintenance						
		<i>Totals for LA CONSERVATION CORPS:</i>		<u>\$4,930.38</u>			<u>\$4,930.38</u>
<b>LA COUNTY DEPT OF PUBLIC WORKS</b>							
02/26/2025	25021003878	Invoice	02/26/2025	\$3,485.10	86064	02/26/2025	\$3,485.10
	25/01 Industrial Waste		02/26/2025				
		<i>Totals for LA COUNTY DEPT OF PUBLIC WORKS:</i>		<u>\$3,485.10</u>			<u>\$3,485.10</u>
<b>LA COUNTY SHERIFF'S DEPARTMENT</b>							
02/26/2025	251762TZ	Invoice	02/26/2025	\$955.26	86065	02/26/2025	\$955.26
	24/12 Traffic Enforcement		02/26/2025				
02/26/2025	251829TZ	Invoice	02/26/2025	\$1,319.67	86065	02/26/2025	\$1,319.67
	24/12 DES Hall Special Event		02/26/2025				
02/26/2025	251830TZ	Invoice	02/26/2025	\$14,663.79	86065	02/26/2025	\$14,663.79
	24/12 Ganq Suppression		02/26/2025				
02/26/2025	251761TZ	Invoice	02/26/2025	\$34,135.82	86065	02/26/2025	\$34,135.82
	24/12 SAO Backfill		02/26/2025				

02/26/2025	251628TZ	Invoice	02/26/2025	\$369,930.26	86065	02/26/2025	\$369,930.26
	24/12 General Law		02/26/2025				
02/20/2025	251831TZ	Invoice	02/20/2025	\$5,068.76	86065	02/26/2025	\$5,068.76
	24/12 Mirage Special Event		02/20/2025				
	Totals for LA COUNTY SHERIFF'S DEPARTMENT:			\$426,073.56			\$426,073.56
<b>LEGAL SHIELD</b>							
02/19/2025	02152025	Invoice	02/19/2025	\$139.70	86025	02/19/2025	\$139.70
	25/02 Supplemental Ins.		02/19/2025				
	Totals for LEGAL SHIELD:			\$139.70			\$139.70
<b>LIBERTY UTILITIES</b>							
02/12/2025	200006718171-021125	Invoice	02/12/2025	\$1,252.00	85996	02/12/2025	\$1,252.00
	11/20-1/16/25 - 16712		02/12/2025				
	Totals for LIBERTY UTILITIES:			\$1,252.00			\$1,252.00
<b>LINCOLN NATIONAL LIFE INSURANCE</b>							
02/03/2025	4793556977	Invoice	02/03/2025	\$4,340.77	41111	02/19/2025	\$4,340.77
	25/02 Life & Disability Ins.		02/03/2025				
	Totals for LINCOLN NATIONAL LIFE INSURANCE:			\$4,340.77			\$4,340.77
<b>LOS ANGELES COUNTY PUBLIC WORKS</b>							
02/12/2025	IN250000464	Invoice	02/12/2025	\$54,049.03	85997	02/12/2025	\$54,049.03
	24/11 Building & Safety		02/12/2025				
	Totals for LOS ANGELES COUNTY PUBLIC WORKS:			\$54,049.03			\$54,049.03
<b>LOS CERRITOS COMMUNITY NEWS</b>							
02/26/2025	37303	Invoice	02/26/2025	\$1,474.65	86066	02/26/2025	\$1,474.65
	Legal Notice Ord 24-965		02/26/2025				
	Totals for LOS CERRITOS COMMUNITY NEWS:			\$1,474.65			\$1,474.65
<b>LOURDES TREROTOLA</b>							
02/19/2025	Jan2025	Invoice	02/19/2025	\$74.75	86026	02/19/2025	\$74.75
	25/01 Yoqa PM		02/19/2025				
02/19/2025	Feb2025	Invoice	02/19/2025	\$74.75	86026	02/19/2025	\$74.75
	25/02 Yoqa PM		02/19/2025				
	Totals for LOURDES TREROTOLA:			\$149.50			\$149.50
<b>MAGIC TOUCH BALLOON CO.</b>							
02/26/2025	0049434	Invoice	02/26/2025	\$441.00	86067	02/26/2025	\$441.00
	Helium Tank Rental		02/26/2025				
	Totals for MAGIC TOUCH BALLOON CO.:			\$441.00			\$441.00
<b>MANHATTAN STITCHING CO.</b>							
02/26/2025	106809	Invoice	02/26/2025	\$43.10	86068	02/26/2025	\$43.10
	Jacket for Deputy City		02/26/2025				
	Totals for MANHATTAN STITCHING CO.:			\$43.10			\$43.10
<b>MANUEL PEREZ</b>							
02/26/2025	11928-R001-2	Invoice	02/26/2025	\$550.00	86069	02/26/2025	\$550.00
	AJ Padelford Park Expansion		02/26/2025				
	Project Relocation Costs						
	Totals for MANUEL PEREZ:			\$550.00			\$550.00
<b>MARIPOSA LANDSCAPES INC</b>							
02/19/2025	112109	Invoice	02/19/2025	\$8,903.00	86027	02/19/2025	\$8,903.00
	25/01 Landscape		02/19/2025				
	Totals for MARIPOSA LANDSCAPES INC:			\$8,903.00			\$8,903.00
<b>MARTIN GAMEZ</b>							
02/26/2025	MAR2025	Invoice	02/26/2025	\$221.12	86070	02/26/2025	\$221.12
	25/03 Medical Premium		02/26/2025				
	Totals for MARTIN GAMEZ:			\$221.12			\$221.12
<b>MOSS, LEVY &amp; HARTZHEIM, LLP</b>							
02/12/2025	16758	Invoice	02/12/2025	\$20,000.00	85998	02/12/2025	\$20,000.00
	FY23/24 Audit Completion		02/12/2025				
	Totals for MOSS, LEVY & HARTZHEIM, LLP:			\$20,000.00			\$20,000.00
<b>MOVER SERVICES</b>							
02/26/2025	RLE11973	Invoice	02/26/2025	\$7,116.07	86071	02/26/2025	\$7,116.07
	AJ Padelford Park Expansion-		02/26/2025				
	Mover Seviles. Inc.						
	Totals for MOVER SERVICES:			\$7,116.07			\$7,116.07
<b>MUNICIPAL DENTAL POOL</b>							
02/11/2025	70144-00001-010125	Invoice	02/11/2025	\$254.96	41112	02/19/2025	\$254.96
	25/01 HMO Dental		02/11/2025				
02/11/2025	70144-00001-020125	Invoice	02/11/2025	\$254.96	41112	02/19/2025	\$254.96

02/11/2025	25/02 HMO Dental		02/11/2025			
02/11/2025	23316-00001-020125	Invoice	02/11/2025	\$4,239.96	41120	02/26/2025 \$4,239.96
	25/02 PPO Dental Coverage		02/11/2025			
02/11/2025	23316-00001-010125	Invoice	02/11/2025	\$4,344.82	41120	02/26/2025 \$4,344.82
	25/01 PPO Dental Coverage		02/11/2025			
Totals for MUNICIPAL DENTAL POOL:				\$9,094.70		\$9,094.70
NATALIE HERRERA						
02/26/2025	MAR2025	Invoice	02/26/2025	\$221.12	86072	02/26/2025 \$221.12
	25/02 Medical Premium		02/26/2025			
Totals for NATALIE HERRERA:				\$221.12		\$221.12
NATIONAL ENVIRONMENTAL SERVICES						
02/19/2025	34489	Invoice	02/19/2025	\$15,000.00	86028	02/19/2025 \$15,000.00
	25/01 Street Sweeping		02/19/2025			
Totals for NATIONAL ENVIRONMENTAL SERVICES:				\$15,000.00		\$15,000.00
NORWALK LA MIRADA PLUMBING						
12/12/2024	339033SCOTT	Invoice	12/12/2024	\$150.00	85972	02/04/2025 \$150.00
	Estimate to cap out and		12/12/2024			
Totals for NORWALK LA MIRADA PLUMBING:				\$1,752.38		\$1,752.38
ODP BUSINESS SOLUTIONS, LLC						
02/12/2025	409425095001	Invoice	02/12/2025	\$91.59	410027171	02/06/2025 \$33.05
	General Office Supplies		02/12/2025			
					85999	02/12/2025 \$58.54
02/26/2025	406955848001	Invoice	02/26/2025	\$94.73	86073	02/26/2025 \$94.73
	Office Supplies		02/26/2025			
Totals for ODP BUSINESS SOLUTIONS, LLC:				\$186.32		\$186.32
OKINA DOR						
02/03/2025	02032025	Invoice	02/03/2025	\$5,263.21	85973	02/04/2025 \$5,263.21
	Health benefit		02/03/2025			
02/03/2025	02032025	Invoice	02/03/2025	\$18,686.47	85973	02/04/2025 \$18,686.47
	Separation Payment		02/03/2025			
Totals for OKINA DOR:				\$23,949.68		\$23,949.68
OPC TRANSYSTEMS CORPORATION						
02/26/2025	A601ATA002	Invoice	02/26/2025	\$527.00	86074	02/26/2025 \$527.00
	24/11 Acquisition Services		02/26/2025			
Totals for OPC TRANSYSTEMS CORPORATION:				\$527.00		\$527.00
PCAM, LLC						
02/03/2025	INVM0019426	Invoice	02/03/2025	\$18,602.25	85974	02/04/2025 \$18,602.25
	24/12 Shuttle Service		02/03/2025			
02/26/2025	INVM0019474	Invoice	02/26/2025	\$20,764.48	86075	02/26/2025 \$20,764.48
	25/01 Shuttle Services		02/26/2025			
Totals for PCAM, LLC:				\$39,366.73		\$39,366.73
PETTY CASH						
02/12/2025	OCT/FEB2025	Invoice				
	Replenish Petty Cash 10/8-		02/12/2025	\$41.88	86000	02/12/2025 \$41.88
Totals for PETTY CASH:				\$41.88		\$41.88
PLACEWORKS INC.						
02/26/2025	ART-02.0-11	Invoice	02/26/2025	\$1,035.35	86076	02/26/2025 \$1,035.35
	25/01 ADSP TOD SIP		02/26/2025			
02/26/2025	ART-02.0-10	Invoice	02/26/2025	\$1,315.00	86076	02/26/2025 \$1,315.00
	25/01 ADSP-SEGL Enviro		02/26/2025			
02/26/2025	ART-02.0-12	Invoice	02/26/2025	\$1,487.15	86076	02/26/2025 \$1,487.15
	25/01 ADSP for TOD Portion		02/26/2025			
Totals for PLACEWORKS INC.:				\$3,837.50		\$3,837.50
Quadient Finance USA Inc.						
02/12/2025	80855574-020225	Invoice	02/12/2025	\$1,003.00	41110	02/12/2025 \$1,003.00
	Refilled Postage Machine		02/12/2025			
Totals for Quadient Finance USA Inc.:				\$1,003.00		\$1,003.00
RAMIREZ PRODUCTIONS						
02/12/2025	1551	Invoice	02/12/2025	\$7,675.13	86001	02/12/2025 \$7,675.13
	Mariachi Festival		02/12/2025			
Totals for RAMIREZ PRODUCTIONS:				\$7,675.13		\$7,675.13
ROBERT HALF						
01/30/2025	64591243	Invoice	01/30/2025	\$1,209.60	85975	02/04/2025 \$1,209.60
	Administrative Assistant		01/30/2025			

02/12/2025	6461	Invoice	02/12/2025	\$1,209.60 86002	02/12/2025	\$1,209.60
	HR Administrative Assistant		02/12/2025			
02/12/2025	64612387	Invoice	02/12/2025	\$1,454.08 86002	02/12/2025	\$1,454.08
	Planning Administrative		02/12/2025			
02/19/2025	64638268	Invoice	02/19/2025	\$1,417.50 86029	02/19/2025	\$1,417.50
	HR Administrative Assistant		02/19/2025			
02/19/2025	64638237	Invoice	02/19/2025	\$1,454.08 86029	02/19/2025	\$1,454.08
	Planning Administrative		02/19/2025			
02/26/2024	64381406	Invoice	02/26/2024	\$1,014.94 86077	02/26/2025	\$1,014.94
	Planning Administrative		02/26/2024			
02/26/2025	64667443	Invoice	02/26/2025	\$907.20 86077	02/26/2025	\$907.20
	HR Administrative Assistant		02/26/2025			
02/26/2025	64667432	Invoice	02/26/2025	\$1,454.08 86077	02/26/2025	\$1,454.08
	Planning Administrative		02/26/2025			
02/26/2025	64586739	Invoice	02/26/2025	\$1,454.08 86077	02/26/2025	\$1,454.08
	Planning Admin Assistant		02/26/2025			
			<i>Totals for ROBERT HALF:</i>	<u>\$11,575.16</u>		<u>\$11,575.16</u>
<b>SAAHAS FOR CAUSE</b>						
01/29/2025	IR-3493	Invoice	01/29/2025	\$13,000.00 85976	02/04/2025	\$13,000.00
	2025 Community Benefits		01/29/2025			
			<i>Totals for SAAHAS FOR CAUSE:</i>	<u>\$13,000.00</u>		<u>\$13,000.00</u>
<b>SAGECREST PLANNING AND ENVIRONMENTAL</b>						
02/12/2025	5001	Invoice	02/12/2025	\$1,150.00 86003	02/12/2025	\$1,150.00
	24/12 - 11746 South Street		02/12/2025			
02/12/2025	5072	Invoice	02/12/2025	\$250.00 86003	02/12/2025	\$250.00
	25/01 Artesia DTSP		02/12/2025			
02/12/2025	5073	Invoice	02/12/2025	\$600.00 86003	02/12/2025	\$600.00
	25/01 - Housing Element		02/12/2025			
02/12/2025	5071	Invoice	02/12/2025	\$1,290.00 86003	02/12/2025	\$1,290.00
	25/01 - 11746 South St.		02/12/2025			
02/12/2025	5074	Invoice	02/12/2025	\$12,710.00 86003	02/12/2025	\$12,710.00
	25/01 - 17610-18 Pioneer		02/12/2025			
02/12/2025	5070	Invoice	02/12/2025	\$29,600.00 86003	02/12/2025	\$29,600.00
	25/01 - General Planning		02/12/2025			
			<i>Totals for SAGECREST PLANNING AND ENVIRONMENTAL:</i>	<u>\$45,600.00</u>		<u>\$45,600.00</u>
<b>SAMANTHA NAVARRO</b>						
02/19/2025	022225	Invoice	02/19/2025	\$240.00 86031	02/19/2025	\$240.00
	Photography for Dog Day		02/19/2025			
02/19/2025	030125	Invoice	02/19/2025	\$200.00 86030	02/19/2025	\$200.00
	Photography services for		02/19/2025			
	Baseball opening day 2025					
			<i>Totals for SAMANTHA NAVARRO:</i>	<u>\$440.00</u>		<u>\$440.00</u>
<b>SEUNG YOUNG JEUNG</b>						
02/19/2025	Jan/Feb2025	Invoice	02/19/2025	\$109.20 86032	02/19/2025	\$109.20
	25/02 Guitar Class		02/19/2025			
			<i>Totals for SEUNG YOUNG JEUNG:</i>	<u>\$109.20</u>		<u>\$109.20</u>
<b>SHATTO SUMMIT PROPERTIES</b>						
01/15/2025	17827	Invoice	01/15/2025	\$303.00 85977	02/04/2025	\$303.00
	Refund for Overcharge fee		01/15/2025			
	for project 11746 South St.					
			<i>Totals for SHATTO SUMMIT PROPERTIES:</i>	<u>\$303.00</u>		<u>\$303.00</u>
<b>SHUSTER ADVISORY GROUP</b>						
02/19/2025	7663	Invoice	02/19/2025	\$250.00 86033	02/19/2025	\$250.00
	25/01 Advisory Fee		02/19/2025			
			<i>Totals for SHUSTER ADVISORY GROUP:</i>	<u>\$250.00</u>		<u>\$250.00</u>
<b>SILVIA MORAN</b>						
02/19/2025	82733773	Invoice	02/19/2025	\$59.00 86034	02/19/2025	\$59.00
	Not enough players		02/19/2025			
			<i>Totals for SILVIA MORAN:</i>	<u>\$59.00</u>		<u>\$59.00</u>
<b>SO CAL INDUSTRIES LLC</b>						
02/26/2025	733117	Invoice	02/26/2025	\$134.82 86078	02/26/2025	\$134.82
	11/22-12/19/24 Historical		02/26/2025			
02/26/2025	733118	Invoice	02/26/2025	\$134.82 86078	02/26/2025	\$134.82
	11/20-1/16/25 Historical		02/26/2025			
02/26/2025	733119	Invoice	02/26/2025	\$134.82 86078	02/26/2025	\$134.82
	1/17-2/13/25 Historical		02/26/2025			

02/26/2025	733147	Invoice	02/26/2025	\$134.82 86078	02/26/2025	\$134.82
	2/14-3/13/25 Historical		02/26/2025			
		<i>Totals for SO CAL INDUSTRIES LLC:</i>		<u>\$539.28</u>		<u>\$539.28</u>
<b>Southern California Edison Company</b>						
02/06/2025	700454958639-012425	Invoice	02/06/2025	\$33.77 41113	02/19/2025	\$33.77
	25/01 18510 Corby Ave.		02/06/2025			
02/06/2025	700483004874-012725	Invoice	02/06/2025	\$5,370.86 41113	02/19/2025	\$5,370.86
	25/01 Various Locations		02/06/2025			
02/06/2025	700485859203-012425	Invoice	02/06/2025	\$3,272.31 41113	02/19/2025	\$3,272.31
	25/01 Various Traffic Signals		02/06/2025			
02/06/2025	700492283835-011625	Invoice	02/06/2025	\$265.00 41113	02/19/2025	\$265.00
	25/01 Various Locations TC-		02/06/2025			
02/06/2025	700492421150-011625	Invoice	02/06/2025	\$154.26 41113	02/19/2025	\$154.26
	25/01 Artesia/Gridley		02/06/2025			
02/06/2025	700498964105-011625	Invoice	02/06/2025	\$1,631.01 41113	02/19/2025	\$1,631.01
	25/01 18750 Clarkdale EV		02/06/2025			
	Bus Station					
02/06/2025	700560422190-011625	Invoice	02/06/2025	\$83.35 41113	02/19/2025	\$83.35
	25/01 18600 1/2 S Norwalk		02/06/2025			
02/06/2025	700562509108-011625	Invoice	02/06/2025	\$70.24 41113	02/19/2025	\$70.24
	25/01 12001 Artesia Blvd		02/06/2025			
02/06/2025	700405333439-012725	Invoice	02/06/2025	\$1,163.94 41113	02/19/2025	\$1,163.94
	25/01 Various Locations		02/06/2025			
02/06/2025	700491366274-020325	Invoice	02/06/2025	\$18,164.70 41113	02/19/2025	\$18,164.70
	25/01 Various Locations		02/06/2025			
		<i>Totals for Southern California Edison Company:</i>		<u>\$30,209.44</u>		<u>\$30,209.44</u>
<b>Southern California Gas Company</b>						
02/21/2025	12690659565-021325	Invoice	02/21/2025	\$14.30 41121	02/26/2025	\$14.30
	25/02 18641 Corby Ave.		02/21/2025			
02/21/2025	17740623008-020425	Invoice	02/21/2025	\$232.21 41121	02/26/2025	\$232.21
	25/02 18747 Clarkdale Ave.		02/21/2025			
02/21/2025	17950623003-020425	Invoice	02/21/2025	\$427.89 41121	02/26/2025	\$427.89
	25/02 18750 Clarkdale Ave.		02/21/2025			
02/21/2025	17949759637-021325	Invoice	02/21/2025	\$166.33 41121	02/26/2025	\$166.33
	25/02 18644 Alburtis Ave.		02/21/2025			
02/21/2025	04530693599-021925	Invoice	02/21/2025	\$242.27 41121	02/26/2025	\$242.27
	25/02 11870 169th St.		02/21/2025			
		<i>Totals for Southern California Gas Company:</i>		<u>\$1,083.00</u>		<u>\$1,083.00</u>
<b>SOUTHERN CALIFORNIA NEWS GROUP</b>						
02/26/2025	5164643	Invoice	02/26/2025	\$577.18 86079	02/26/2025	\$577.18
	Legal Notice - Ord 25- 963		02/26/2025			
		<i>Totals for SOUTHERN CALIFORNIA NEWS GROUP:</i>		<u>\$577.18</u>		<u>\$577.18</u>
<b>SSD ALARM SYSTEMS</b>						
02/26/2025	R-00575875	Invoice	02/26/2025	\$1,428.99 86080	02/26/2025	\$1,428.99
	3/1-5/31/25 18747 Clarkdale		02/26/2025			
02/26/2025	R-00572894	Invoice	02/26/2025	\$262.11 86080	02/26/2025	\$262.11
	3/1-5/31/2025 18750		02/26/2025			
		<i>Totals for SSD ALARM SYSTEMS:</i>		<u>\$1,691.10</u>		<u>\$1,691.10</u>
<b>Sterling Administration</b>						
02/12/2025	842084	Invoice	02/12/2025	\$700.82 41114	02/19/2025	\$700.82
	25/02 FSA/DCA		02/12/2025			
02/22/2025	843227	Invoice	02/22/2025	\$700.82 41122	02/26/2025	\$700.82
	25/02 FSA/DCA		02/22/2025			
		<i>Totals for Sterling Administration:</i>		<u>\$1,401.64</u>		<u>\$1,401.64</u>
<b>Superior Office Products</b>						
01/18/2025	32469	Invoice	01/18/2025	\$116.05 85978	02/04/2025	\$116.05
	Copy paper		01/18/2025			
02/12/2025	32574	Invoice	02/12/2025	\$174.07 86004	02/12/2025	\$174.07
	Copy Paper		02/12/2025			
		<i>Totals for Superior Office Products:</i>		<u>\$290.12</u>		<u>\$290.12</u>
<b>TERRA REALTY ADVISORS INC.</b>						
02/12/2025	2025-01944	Invoice	02/12/2025	\$4,969.15 86005	02/12/2025	\$4,969.15
	25/01 Review Potential City		02/12/2025			
		<i>Totals for TERRA REALTY ADVISORS INC.:</i>		<u>\$4,969.15</u>		<u>\$4,969.15</u>
<b>TPX COMMUNICATIONS</b>						
02/12/2025	183962780-0	Invoice	02/12/2025	\$337.40 86006	02/12/2025	\$337.40

02/26/2025	25/01 Telephone Service 184370083-0	Invoice	02/12/2025 02/26/2025	\$342.28 86081	02/26/2025	\$342.28
	25/02 Telephone Service		02/26/2025			
		<i>Totals for TPX COMMUNICATIONS:</i>		<u>\$679.68</u>		<u>\$679.68</u>
<b>TRANSFORMANCE CONSULTING</b>						
02/12/2025	1.1	Invoice	02/12/2025	\$6,250.00 86007	02/12/2025	\$6,250.00
	Classification and		02/12/2025			
		<i>Totals for TRANSFORMANCE CONSULTING:</i>		<u>\$6,250.00</u>		<u>\$6,250.00</u>
<b>U.S. BANK CORPORATE PAYMENT SYSTEMS</b>						
02/12/2025	7883-25/01	Invoice	02/12/2025	\$32,395.36 41115	02/19/2025	\$32,395.36
	25/01 Credit Card		02/12/2025			
	Purchases					
		<i>Totals for U.S. BANK CORPORATE PAYMENT SYSTEMS:</i>		<u>\$32,395.36</u>		<u>\$32,395.36</u>
<b>UNIFORM DEPOT INC.</b>						
02/12/2025	8363	Invoice	02/12/2025	\$1,960.16 86008	02/12/2025	\$1,960.16
	Uniforms for Deputies		02/12/2025			
		<i>Totals for UNIFORM DEPOT INC.:</i>		<u>\$1,960.16</u>		<u>\$1,960.16</u>
<b>WATER REPLENISHMENT DISTRICT OF SO. CALIF.</b>						
02/12/2025	0160-123124	Invoice	02/12/2025	\$21.85 86009	02/12/2025	\$21.85
	24/12 Groundwater		02/12/2025			
		<i>Totals for WATER REPLENISHMENT DISTRICT OF SO. CALIF.:</i>		<u>\$21.85</u>		<u>\$21.85</u>
<b>WEST COAST ARBORISTS INC</b>						
02/12/2025	224138	Invoice	02/12/2025	\$1,540.70 86010	02/12/2025	\$1,540.70
	25/01 Tree Maintenance		02/12/2025			
02/12/2025	223416	Invoice	02/12/2025	\$1,114.95 86010	02/12/2025	\$1,114.95
	24/12 Tree Maintenance		02/12/2025			
		<i>Totals for WEST COAST ARBORISTS INC:</i>		<u>\$2,655.65</u>		<u>\$2,655.65</u>
<b>WESTERN EXTERMINATOR COMPANY</b>						
02/26/2025	73613286	Invoice	02/26/2025	\$192.81 86082	02/26/2025	\$192.81
	25/02 11870 169th St.		02/26/2025			
02/26/2025	73615933	Invoice	02/26/2025	\$162.40 86082	02/26/2025	\$162.40
	25/02 18750 Clarkdale Ave.		02/26/2025			
02/26/2025	73612975	Invoice	02/26/2025	\$127.12 86082	02/26/2025	\$127.12
	25/02 18747 Clarkdale Ave.		02/26/2025			
02/26/2025	73614343	Invoice	02/26/2025	\$115.53 86082	02/26/2025	\$115.53
	25/02 17203 Corby Ave.		02/26/2025			
02/26/2025	73612869	Invoice	02/26/2025	\$97.16 86082	02/26/2025	\$97.16
	25/02 18641 Corby Ave.		02/26/2025			
02/26/2025	73612868	Invoice	02/26/2025	\$97.16 86082	02/26/2025	\$97.16
	25/02 18644 Alburtis Ave.		02/26/2025			
		<i>Totals for WESTERN EXTERMINATOR COMPANY:</i>		<u>\$792.18</u>		<u>\$792.18</u>
<b>Wex Bank</b>						
02/11/2025	102751291	Invoice	02/11/2025	\$1,047.46 41116	02/19/2025	\$1,047.46
	24/01 Gas Card Purchases		02/11/2025			
		<i>Totals for Wex Bank:</i>		<u>\$1,047.46</u>		<u>\$1,047.46</u>
<b>WILLDAN ENGINEERING</b>						
02/12/2025	00629493	Invoice	02/12/2025	\$4,778.62 86011	02/12/2025	\$4,778.62
	24/12 Pavement		02/12/2025			
02/12/2025	006292327	Invoice	02/12/2025	\$2,582.10 86011	02/12/2025	\$2,582.10
	24/11 Pavement		02/12/2025			
		<i>Totals for WILLDAN ENGINEERING:</i>		<u>\$7,360.72</u>		<u>\$7,360.72</u>
<b>YUNEX LLC</b>						
02/19/2025	90003677	Invoice	02/19/2025	\$1,989.00 86035	02/19/2025	\$1,989.00
	25/01 Traffic Signal		02/19/2025			
02/19/2025	5610004370	Invoice	02/19/2025	\$2,408.66 86035	02/19/2025	\$2,408.66
	25/01 Traffic Signal Call/Out		02/19/2025			
		<i>Totals for YUNEX LLC:</i>		<u>\$4,397.66</u>		<u>\$4,397.66</u>
		<b>GRAND TOTALS:</b>		<b>\$1,635,624.99</b>		<b>\$1,635,624.99</b>
<b>A total of 223 transaction(s) listed</b>						

<b>Payroll</b>	<b>2/7/2025</b>	<b>\$90,073.37</b>
	<b>2/21/2025</b>	<b>\$91,426.81</b>
<b>Total Payroll</b>		<b>\$181,500.18</b>
<b>Total Disbursement</b>		<b>\$1,817,125.17</b>



# CITY COUNCIL AGENDA REPORT

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**MEETING DATE:** March 17, 2025

**ITEM NO:** 9C.

**TO:** Mayor and Members of the City Council

**SUBJECT:** City Financial Report - January 2025

**FROM:** Jamie Murguia, Finance Manager

**REVIEWED AND APPROVED BY:**

Melissa Burke, Deputy City Manager  
Abel Avalos, City Manager

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**RECOMMENDATION:**

Staff recommends that the City Council receive and file the report.

**BACKGROUND:**

In accordance with Artesia Municipal Code (AMC) 2-4.705 (f), the attached Finance Report details the activity and balance for all City accounts and funds as of January 31, 2025. Reports are reconciled for cash on hand (bank) to cash recorded in the general ledger through the period ending January 31, 2025.

Activity for Money Market, Checking, Revolving, Cafeteria, Local Agency Investment Fund, CDBG, and Petty Cash are provided for review. Fund Balances compare the cash to each fund's obligation. The balance of the individual accounts and funds should be read with the understanding that cash on hand, is not cash available for unplanned expenditures. The cash balance encompasses the City's contingency reserves, operating expenditures, and monies kept in restricted use funds including Trust and Agency. The City of Artesia is debt-free; therefore, the finance report does not include any debt activity.

**ANALYSIS:**

The City is the recipient of several reimbursable grants. This means that, while the City has been awarded funding projects, the City must front the cost of those projects with General Fund revenue, and request reimbursement from the respective grantor as each project progresses. Towards that end, the balance of individual accounts and funds reflected in this Report will vary from month to month as expenses are made and reimbursements are received.

**FISCAL IMPACT:**

There is no fiscal impact associated with the receipt and file of this Report.

**RECOMMENDED COUNCIL ACTION:**

Staff recommends that the City Council receive and file the report.



**Attachments**

[Treasurer Report 013125.pdf](#)

**City of Artesia  
Treasurer's Report  
01/31/25**

	<b>MONEY MARKET ACCOUNT</b>	<b>CHECKING ACCOUNT</b>	<b>LOCAL AGENCY INVESTMENT ACCOUNT</b>
Beginning Balance - 1/1/25	289,705.99	73,131.98	6,270,603.90
State/County/Misc Monthly Wires	2,800,932.98	-	-
Deposits	425,779.80	-	-
Civic Plus Credit deposits	-	7,962.00	-
Credit Transactions	-	2,895.66	-
PayGov Credit Deposits	-	20,136.51	-
Transfer from Money Market	-	2,247,000.00	-
Transfer from LAIF Account	-	1,700,000.00	-
Interest Income	40.93	-	77,255.11
Transfer to Checking Account	(2,247,000.00)	-	(1,700,000.00)
Transfer to LAIF Account	(1,140,000.00)	-	1,140,000.00
Transfer to CAMP/CLASS Account	-	(600,000.00)	-
Disbursements	-	(2,957,961.66)	-
Benefits Wires	-	(42,464.28)	-
PERS Health	-	(74,070.81)	-
PERS Retirement	-	(58,687.40)	-
Payroll	-	(214,844.72)	-
Payroll Tax Wire (EDD/IRS)	-	(53,896.34)	-
Bank Fees/Paid Parking Fees	(1,310.97)	(1,405.72)	-
Ending Balance - 1/31/2025	<b>128,148.73</b>	<b>47,795.22</b>	<b>5,787,859.01</b>

	<b>CAMP ACCOUNT</b>	<b>CLASS ACCOUNT</b>	<b>CAFETERIA ACCOUNT</b>
Beginning Balance - 1/1/25	9,470,952.39	8,737,898.11	1,324.56
Transfer from Checking Account	300,000.00	300,000.00	-
Deposits	36,721.93	32,940.73	-
Checks Written during the month	-	-	-
Ending Balance - 1/31/2025	<b>9,807,674.32</b>	<b>9,070,838.84</b>	<b>1,324.56</b>

	<b>CDBG FIX-UP PROGRAM</b>	<b>PETTY CASH</b>	<b>REVOLVING ACCOUNT</b>
Beginning Balance - 1/1/25	1,716.19	500.00	1,362.14
Deposits	-	-	-
Disbursements	-	-	-
Ending Balance - 1/31/2025	<b>1,716.19</b>	<b>500.00</b>	<b>1,362.14</b>

	<b>TOTAL ALL ACCOUNTS</b>
Beginning Balance - 1/1/25	24,847,195.26
Deposits	7,951,665.65
Disbursements	(7,951,641.90)
Ending Balance - 1/31/2025	<b>24,847,219.01</b>

**City of Artesia**  
**Comparison of Cash Balances to Fund Balance**  
**01/31/25**

	<b>GENERAL FUND (100)</b>	<b>SUMMER LUNCH PROGRAM (150)</b>
Cash Balance	14,719,683.67	6,425.49
Receivables	944,723.38	-
Prepaid Expenses	-	-
Investment Appreciation	-	-
Liabilities	(1,906,495.79)	-
<b>FUND BALANCE</b>	<b>13,757,911.26</b>	<b>6,425.49</b>

**SPECIAL REVENUE FUNDS**

	<b>ARTESIA HOUSING AUTHORITY (200)</b>	<b>AJ PARK EXPANSION (205)</b>	<b>BICYCLE / PEDESTRIAN FUND (210)</b>
Cash Balance	929,249.38	(604,139.99)	1,091.17
Receivables	-	-	-
Liabilities	(61,895.00)	-	-
<b>FUND BALANCE</b>	<b>867,354.38</b>	<b>(604,139.99)</b>	<b>1,091.17</b>

	<b>PUBLIC EDUCATION IN GOVERNMENT (215)</b>	<b>BILLBOARD FUND (220)</b>	<b>CNRA SPECIFIED GRANT (225)</b>
Cash Balance	(14,264.27)	673,830.83	(842,203.66)
Receivables	-	2,379,604.21	-
Liabilities	-	(2,278,216.63)	-
<b>FUND BALANCE</b>	<b>(14,264.27)</b>	<b>775,218.41</b>	<b>(842,203.66)</b>

	<b>HOUSING URBAN DEVELOPMENT (227)</b>	<b>CALIFORNIA BEVERAGE RECYCLING (230)</b>	<b>CITIZEN OPTION FOR PUBLIC SAFETY (240)</b>
Cash Balance	(16,142.61)	5,474.03	503,530.65
Receivables	-	-	-
Liabilities	-	-	-
<b>FUND BALANCE</b>	<b>(16,142.61)</b>	<b>5,474.03</b>	<b>503,530.65</b>

**City of Artesia**  
**Comparison of Cash Balances to Fund Balance**  
**01/31/25**

**SPECIAL REVENUE FUNDS (continued)**

	<b>CLEAN AIR FUEL BUS GRANT (250)</b>	<b>COMMUNITY FACILITY DISTRICT (260)</b>	<b>COMMUNITY DEVELOPMENT BLOCK GRANT (270)</b>
Cash Balance	(10,547.50)	68,199.16	(22,496.78)
Receivables	-	-	-
Liabilities	-	-	-
<b>FUND BALANCE</b>	<b>(10,547.50)</b>	<b>68,199.16</b>	<b>(22,496.78)</b>

	<b>CALIFORNIA STREET GRANTS (280)</b>	<b>FEDERAL STPL (290)</b>	<b>MAP 21 EXCHANGE (310)</b>
Cash Balance	422,294.95	69,160.47	190,986.68
Receivables	-	-	-
Liabilities	-	-	-
<b>FUND BALANCE</b>	<b>422,294.95</b>	<b>69,160.47</b>	<b>190,986.68</b>

	<b>MEASURE M (320)</b>	<b>MEASURE R (330)</b>	<b>TOD PLANNING GRANT (340)</b>
Cash Balance	1,307,050.15	584,061.46	(98,104.97)
Receivables	-	-	-
Liabilities	-	-	-
<b>FUND BALANCE</b>	<b>1,307,050.15</b>	<b>584,061.46</b>	<b>(98,104.97)</b>

	<b>COUNTY PARK IMPROVEMENT (350)</b>	<b>PROPOSITION A FUND (360)</b>	<b>PROPOSITION C FUND (370)</b>
Cash Balance	(643,507.92)	1,009,344.22	603,869.17
Receivables	-	-	-
Liabilities	-	-	-
<b>FUND BALANCE</b>	<b>(643,507.92)</b>	<b>1,009,344.22</b>	<b>603,869.17</b>

**City of Artesia**  
**Comparison of Cash Balances to Fund Balance**  
**01/31/25**

**SPECIAL REVENUE FUNDS (continued)**

	<b><u>SB1 RMRA (375)</u></b>	<b><u>SB 1383 GIVEAWAY (377)</u></b>	<b><u>SOUTH COAST AIR QUALITY MGMT DIST (390)</u></b>
Cash Balance	847,227.29	72,981.37	316,339.53
Receivables	-	-	-
Liabilities	-	-	-
FUND BALANCE	<b><u>847,227.29</u></b>	<b><u>72,981.37</u></b>	<b><u>316,339.53</u></b>

	<b><u>SAFE ROUTE TO SCHOOL (400)</u></b>	<b><u>SHERIFF FORFEITURES &amp; SEIZURES (410)</u></b>	<b><u>STATE GAS TAX (420)</u></b>
Cash Balance	(0.32)	447.20	(41,723.94)
Receivables	-	-	-
Liabilities	-	-	-
FUND BALANCE	<b><u>(0.32)</u></b>	<b><u>447.20</u></b>	<b><u>(41,723.94)</u></b>

	<b><u>HOME STAY PROGRAM (430)</u></b>	<b><u>STREET LIGHTING MAINTENANCE FUND (440)</u></b>	<b><u>TRAFFIC CONGESTION RELIEF (450)</u></b>
Cash Balance	3,363.13	68,615.78	21,705.05
Receivables	-	-	-
Liabilities	-	-	-
FUND BALANCE	<b><u>3,363.13</u></b>	<b><u>68,615.78</u></b>	<b><u>21,705.05</u></b>

	<b><u>CAL FIRE URBAN GRANT (460)</u></b>	<b><u>DEVELOPMENT IMPACT FEES (470)</u></b>	<b><u>MEASURE W (480)</u></b>
Cash Balance	(41,003.19)	1,941,526.32	869,429.36
Receivables	-	-	-
Liabilities	-	-	-
FUND BALANCE	<b><u>(41,003.19)</u></b>	<b><u>1,941,526.32</u></b>	<b><u>869,429.36</u></b>

**City of Artesia**  
**Comparison of Cash Balances to Fund Balance**  
**01/31/25**

**SPECIAL REVENUE FUNDS (continued)**

	<b>RECYCLED OIL (490)</b>
	<u>                    </u>
Cash Balance	2,602.21
Receivables	-
Liabilities	<u>-</u>
FUND BALANCE	<u><u>2,602.21</u></u>

**CAPITAL PROJECTS FUNDS**

	<b>SPECIAL / CAPITAL PROJECT FUND (500)</b>	<b>PIONEER BOND PROJECT (510)</b>	<b>HISTORICAL DISTRICT BOND PROJECT (520)</b>
	<u>                    </u>	<u>                    </u>	<u>                    </u>
Cash Balance	(92,631.59)	365,664.61	583,558.09
Receivables	19,533.97	-	-
Liabilities	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCE	<u><u>(73,097.62)</u></u>	<u><u>365,664.61</u></u>	<u><u>583,558.09</u></u>

**AGENCY FUNDS**

	<b>TRUST AND AGENCY (710)</b>	<b>SENIOR CITIZENS (720)</b>	<b>GEORGE NELSON MEMORIAL FUND (740)</b>
	<u>                    </u>	<u>                    </u>	<u>                    </u>
Cash Balance	16,074.97	6,271.99	2,243.57
Receivables	-	-	-
Liabilities	<u>(16,074.97)</u>	<u>(6,271.99)</u>	<u>(2,243.57)</u>
FUND BALANCE	<u><u>-</u></u>	<u><u>-</u></u>	<u><u>-</u></u>

**TOTAL ALL FUNDS**

Cash Balance	23,785,535.21
Receivables	3,343,861.56
Fixed Assets, net	-
Prepaid Expenses	-
Investment Appreciation	-
Liabilities	<u>(4,271,197.95)</u>
FUND BALANCE	<u><u>22,858,198.82</u></u>

**City of Artesia**  
**Comparison of Cash Balances to Fund Balance**  
**01/31/25**

**SUCCESSOR AGENCY FUNDS**

	<b>SUCCESSOR AGENCY ADMIN PROJECTS (800)</b>	<b>SUCCESSOR AGENCY TAX INCREMENT (810)</b>	<b>REDEVELOPMENT OBLIGATION RETIREMENT FUND (820)</b>
Cash Balance	(25,963.00)	(242,164.04)	1,329,810.84
Cash with Fiscal Agent	-	442,343.94	-
Liabilities	-	-	-
Bonds Payable	-	(12,022,970.00)	-
<b>FUND BALANCE</b>	<b>(25,963.00)</b>	<b>(11,822,790.10)</b>	<b>1,329,810.84</b>

**TOTAL SUCCESSOR FUNDS**

Cash Balance	1,061,683.80
Cash with Fiscal Agent	442,343.94
Liabilities	-
Bonds Payable	(12,022,970.00)
<b>FUND BALANCE</b>	<b>(10,518,942.26)</b>



# CITY COUNCIL AGENDA REPORT

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**MEETING DATE:** March 17, 2025

**ITEM NO:** 9D.

**TO:** Mayor and Members of the City Council

**SUBJECT:** AB 1234 Reporting

**FROM:** Christina Nieto-Linares, Administrative Secretary

**REVIEWED AND APPROVED BY:**

Abel Avalos, City Manager

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## RECOMMENDATION:

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

## BACKGROUND:

AB 1234, became effective January 1, 2006. This bill requires a local agency that provides reimbursement for expenses to members of its legislative body to adopt a written policy on the duties for which legislative body members may receive compensation, other than meetings of the legislative body or an advisory body or attendance at a conference or organized educational activity. Resolution No. 24-2970 outlines the City's Expense Reimbursement and Travel Policy.

## STATEMENT OF FACT:

Councilmember	Event	Benefit of Expenditure to the Residents
Ali Sajjad Taj	National League of Cities - Washington DC Conference. March 9-12th	Participating in regional, state, national organizations whose activities benefit or affect the City's interest.
	ABCUSD State of Our Schools - Luncheon March 14th.	Attending City, community, regional and other events
Rene Trevino	Soroptimist International of Artesia-Cerritos Annual Monte Carlo Gala Fundraiser. Tickets for Gala were included in sponsorship. February 22nd	Attending City, community, regional and other events



Melissa Ramoso	Soroptimist International of Artesia-Cerritos Annual Monte Carlo Gala Fundraiser. Tickets for Gala were included in sponsorship. February 22nd	Attending City, community, regional and other events
	National League of Cities - Washington DC Conference. March 9-12th	Participating in regional, state, national organizations whose activities benefit or affect the City's interest.
Monica Manalo	N/A	N/A
Zeel Ahir	Soroptimist International of Artesia-Cerritos Annual Monte Carlo Gala Fundraiser. Tickets for Gala were included in sponsorship. February 22nd	Attending City, community, regional and other events
	General Membership Meeting with League of California Cities in Universal City – Referenced in last meeting, the credit from original January Meeting was transferred to General Membership Meeting on March 6th.	Participating in regional, state, national organizations whose activities benefit or affect the City's interest
	ABCUSD State of Our Schools - Luncheon March 14th.	Attending City, community, regional and other events

Additionally, Council is provided automobile reimbursement in the amount of a flat \$150 per month amount as authorized in the Resolution 24-2970, which outlines the Expense Reimbursement and Travel Policy

**FISCAL IMPACT:**

The reported expenditures are in compliance with AB 1234, the City travel policy, and have been budgeted.

**RECOMMENDED COUNCIL ACTION:**

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



# CITY COUNCIL AGENDA REPORT

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**MEETING DATE:** March 17, 2025

**ITEM NO:** 9E.

**TO:** Mayor and Members of the City Council

**SUBJECT:** City Council Meeting Minutes

**FROM:** Jennifer Alderete, City Clerk

**REVIEWED AND APPROVED BY:**

Abel Avalos, City Manager

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**RECOMMENDATION:**

It is recommended that the City Council approve minutes as presented for the following City Council meetings:

January 13, 2025 - Special Meeting

January 13, 2025 - Regular Meeting

February 10, 2025 - Regular Meeting

**BACKGROUND:**

The attached action minutes serve as the official record of the City Council meetings, recording the legislative body's decisions, recorded in its motions, actions, and votes, as mandated by Government Code 36814 and 40801.

**FISCAL IMPACT:**

There is no fiscal impact associated with approval of this item.

**Attachments**

[MINUTES 1.13.2025 Regular Meeting.pdf](#)

[MINUTES 1.13.2025 Special Meeting.pdf](#)

[MINUTES 2.10.2025 Regular Meeting.pdf](#)

**Artesia City Council Regular Meeting Minutes**  
**Monday, January 13, 2025 – 7:00 p.m.**  
**City Council Chambers**  
**18747 Clarkdale Avenue, Artesia, CA 90701**

**1. CALL TO ORDER REGULAR MEETING**

Mayor Taj called the meeting to order at 7:37 p.m.

**2. ROLL CALL**

Present: Mayor Taj, Mayor Pro Tem Trevino, Councilmembers Ramoso, Manalo, and Ahir.

Staff Present: City Manager Avalos, Deputy City Manager Burke, Finance Manager Murguia, City Attorney Nguyen, City Clerk Alderete, Public Works Manager Sanchez, Parks and Recreation Manager Guerra.

**3. INVOCATION**

Mayor Pro Tem Trevino delivered the invocation.

**4. PLEDGE OF ALLEGIANCE**

Councilmember Manalo led the pledge of allegiance.

**5. PUBLIC COMMENTS**

5A. Public Comments Public comments could be provided, in person or submitted by email to [publiccomments@cityofartesia.us](mailto:publiccomments@cityofartesia.us) by 12:00 p.m. on the date of the meeting. Lorelie Bailey and Margaret Saito provided public comments for items not listed on the agenda.

**6. COUNCILMEMBER COMMENTS**

Mayor Taj, Mayor Pro Tem Trevino, Councilmembers Ahir, Manalo, and Ramoso asked questions and/or provided comments.

**7. CEREMONIAL PRESENTATIONS**

None

**8. BUSINESS PRESENTATIONS**

None

**9. CONSENT CALENDAR**

Trevino moved, seconded by Manalo, to approve consent calendar items 9A-9H (excluding items 9G and 9H)  
Motion carried, 5-0

9A. Waive Reading of All Ordinance and Resolutions Adoptions on the Agenda and

Read by Title Only

Recommended Action: Waive Reading, by Title Only, of all Ordinances and Resolutions. Said Ordinances and Resolutions Which Appear on the Public Agenda Shall Be Determined to Have Been Read by Title and Further Reading Waived.

9B. City Council Meeting Minutes

Recommended Action: Approve Minutes as Presented for November 18, 2024 - Regular Meeting.

9C. Accounts Payable Check Register - December 2024

Recommended Action: Receive and File.

9D. City Financial Report - October and November 2024

Recommended Action: Receive and File.

9E. Second Reading of an Ordinance Regarding Smoke Shops

Recommended Action: Adopt Ordinance No. 24-961, Adding Article 47 to Chapter 2 to Title 9 Regarding Smoke Shops, and Finding the Ordinance to be Exempt from CEQA pursuant to State CEQA Guidelines Sections 15301, 15060(c)(2), 15060(c)(3), and 15061(b)(3).

9F. Second Reading of an Ordinance Amending the Requirements for Fireworks Stand Permits

Recommended Action: Adopt Ordinance No. 24-965, Amending Sections 103 and 104 of Chapter 2 of Title 4 of the Artesia Municipal Code Regarding Permits for Fireworks Stands; and make a Determination of Exemption from CEQA Guidelines Sections 15060, subd. (c)(2), (3) and Section 15378.

**ITEM(S) PULLED FROM THE CONSENT CALENDAR (9G & 9H)**

9G. Mayor's 2024 Appointments to Internal and External Committees

Recommended Action: Receive and File.

Mayor Taj stated that a Legislative Committee would be formed. Mayor Taj appointed Mayor Pro Tem Trevino and Councilmember Ramoso to the Legislative Affairs Committee. City Manager Avalos provided input. City Manager Avalos informed the Council that there was an error in placing Councilmember Ahir as an alternate to the Los Angeles County Vector Control Board and that the alternate would be removed. Councilmember Ramoso asked questions and/or provided comments.

Ahir moved, seconded by Trevino, to approve agenda item 9G, as recommended. Motion carried, 5-0.

9H. Appointments for Beautification and Maintenance, Parks and Recreation, Planning, Public Safety Commissions, and Measure M Citizens' Oversight

Committee.

Recommended Action: Receive and file.

Councilmembers Ahir and Manalo made the following appointments and Councilmember Manalo informed staff she would be appointing a new Planning Commissioner at a future meeting.

	Beautification	Public Safety	Parks & Rec.	Planning	Measure M
Councilmember Manalo	Rameshor Bhandari	Aracelly Rodriguez	Stephanie Rodriguez	--	Skip Vega
Councilmember Ahir	Ron Phan	Pat Pacheco	Maurice Pantoja	Chirag Patel	Ashika Patel

City Clerk Alderete swore in the new commissioners.

Ahir moved, seconded by Ramoso, to approve agenda item 9H, as recommended. Motion carried, 5-0.

## 10. PUBLIC HEARING

None

## 11. DISCUSSION

11A. Resolution Approving Revised Fiscal Year 2024-25 Citywide Salary Schedule  
Recommended Action: Adopt Resolution No. 25-3027, Repealing Resolution No. 24-2894, and Approving and Adopting a City-Wide Salary Schedule as Required by the California Public Employees' Retirement System (CalPERS) For, Respectively, Unrepresented Management Employees, Employees of the Managers and Supervisors Unit, and Employees of the General Unit

Finance Manager Murguia provided staff report. Councilmember Ramoso asked questions and/or provided comments.

Trevino moved, seconded by Ramoso, to approve agenda item 11A, as recommended. Motion carried, 5-0.

11B. Resolution to Amend Unrepresented Management Employees Deferred Compensation Benefit

Recommended Action: Adopt Resolution No. 25-3023, Amending Resolution No. 22-2902, Regarding Unrepresented Management Employees Deferred Compensation Benefits.

City Manager Avalos provided staff report.

Manalo moved, seconded by Ahir, to approve agenda item 11B, as recommended. Motion carried, 5-0.

## **12. CITY MANAGER INFORMATIONAL REPORTING**

City Manager Avalos provided updates.

## **13. COUNCILMEMBER COMMENTS**

Councilmember Manalo attended the California Contract Cities Association Legislative tour at public expense. Councilmember Manalo attended the Council of Governments meeting.

Councilmember Ahir attended the California Contract Cities Association Legislative tour at public expense.

Councilmember Ramoso attended the California Contract Cities Association Legislative tour at public expense. Councilmember Ramoso attended the Greater Los Angeles County Vector Control District meeting.

Mayor Pro Tem Trevino attended the California Contract Cities Association Legislative tour at public expense. Mayor Pro Tem Trevino attended the SELACO meeting, the City Selection meeting.

Mayor Taj attended the California Contract Cities Association Legislative tour at public expense. Mayor Taj requested the city look into having a lobbyist for Sacramento and Washington D.C.

## **14. ADJOURNMENT**

The meeting was adjourned at 8:55 p.m. in memory of Commissioner Albert Sosa.

**Artesia City Council Special Meeting Minutes**  
**Monday, January 13, 2025 - 6:30 p.m.**  
**City Council Chambers**  
**18747 Clarkdale Avenue Artesia, CA 90701**

**1. CALL TO ORDER SPECIAL MEETING**

Mayor Taj called the meeting to order at 6:30 p.m.

**2. ROLL CALL**

Present: Mayor Taj, Mayor Pro Tem Trevino, Councilmembers Ramoso, Manalo, and Ahir.

Staff Present: City Manager Avalos, Deputy City Manager Burke, Finance Manager Murguia, City Attorney Nguyen, City Clerk Alderete

**3. ANNOUNCEMENT REGARDING PUBLIC COMMENTS**

Public comments could be provided, in person or submitted by email to [publiccomments@cityofartesia.us](mailto:publiccomments@cityofartesia.us) by 12:00 p.m. on the date of the meeting. No public comments were provided.

**4. RECESS TO CLOSED SESSION**

The City Council recessed to discuss the closed session items listed on the agenda at 6:37 p.m.

The City Council will recess to closed session to discuss the following items:

**4A. Liability Claim**

Pursuant to Government Code section 54956.95

Claimant: William A. Rawlings, Jr.

Agency claimed against: City of Artesia

The above-referenced claim is on file with the City Clerk and available for inspection upon request.

**4B. Conference with Legal Counsel—Anticipated Litigation**

Significant Exposure to Litigation Pursuant to Paragraph (2) of Subdivision (d) of Section 54956.9

Number of Cases: 1

**5. RECONVENE IN OPEN SESSION**

The City Council reconvened in open session.

**6. CLOSED SESSION ANNOUNCEMENT**

City Attorney Nguyen reported that there was no reportable action.

**7. ADJOURNMENT**

The meeting was adjourned at 7:30 p.m.

**Artesia City Council Regular Meeting Minutes**  
**Monday, February 10, 2025 – 7:00 p.m.**  
**City Council Chambers**  
**18747 Clarkdale Avenue, Artesia, CA 90701**

**1. CALL TO ORDER REGULAR MEETING**

Mayor Taj called the meeting to order at 7:01 p.m.

**2. ROLL CALL**

Present: Mayor Taj, Mayor Pro Tem Trevino, Councilmembers Ramoso, Manalo, and Ahir.

Staff Present: City Manager Avalos, Deputy City Manager Burke, Finance Manager Murguia, City Attorney Nguyen, City Clerk Alderete, Public Works Manager Sanchez, Parks and Recreation Manager Guerra, and Special Projects Manager Lee.

**3. INVOCATION**

Bishop Lary Carlton from the Church of Jesus Christ of Latter-Day Saints delivered the invocation.

**4. PLEDGE OF ALLEGIANCE**

Sergeant Ramos led the pledge of allegiance.

**5. PUBLIC COMMENTS**

5A. Public Comments Public comments could be provided, in person or submitted by email to [publiccomments@cityofartesia.us](mailto:publiccomments@cityofartesia.us) by 12:00 p.m. on the date of the meeting. Veronica Bloomfield, Margaret Saito, and Bill Zylstra provided public comments for items not listed on the agenda.

**6. CEREMONIAL PRESENTATIONS**

6A. Certificate of Recognition - Los Angeles County Fire Department, Station 30  
A Certificate of Recognition was accepted by Los Angeles County Fire Department Acting Assistant Fire Chief Dao.

6B. Certificate of Recognition - Los Angeles County Sheriff Artesia Special Assignment Officers  
A Certificate of Recognition was accepted by the Los Angeles County Sheriff Lakewood Station Deputies and Sergeant Ramos.

6C. Certificate of Recognition - California Highway Patrol  
A Certificate of Recognition was accepted by California Highway Patrol Officer Captain Mellissa Hammond.

6D. Gateway Cities Energy Action Award Presentation



Executive Director of the Gateway City Council of Governments, Hector De La Torre, presented the Council with a gold award.

6E. Black History Month Proclamation

A proclamation for Black History Month was presented by the Council

**7. BUSINESS PRESENTATIONS**

7A. Distinguished Young Women

Monica Manni, Erin Cho, Ann Huong, and Gabby provided updates regarding the Cerritos - Artesia Distinguished Young Women Program and thanked the Council.

**12. COUNCILMEMBER COMMENTS ( Mayor Taj moved Item 12, Councilmember Comments, before the Consent Calendar)**

Mayor Taj, Mayor Pro Tem Trevino, Councilmembers Ramoso, Manalo, and Ahir asked questions and/or provided comments.

**8. CONSENT CALENDAR**

Trevino moved, seconded by Ahir, to approve consent calendar items 8A-8N, (excluding items 8G, 8K, 8L, and 8N)

Motion carried, 5-0

8A. Waive Reading of All Ordinance and Resolutions Adoptions on the Agenda and Read by Title Only

Recommended Action: Waive Reading, by Title Only, of all Ordinances and Resolutions. Said Ordinances and Resolutions Which Appear on the Public Agenda Shall Be Determined to Have Been Read by Title and Further Reading Waived.

8B. Accounts Payable Check Register - January 2025

Recommended Action: Receive and File.

8C. City Financial Report - December 2024

Recommended Action: Receive and File.

8D. AB 1234 Reporting

Recommended Action: Receive and File.

8E. City Council Meeting Minutes

Recommended Action: Approve Minutes as Presented for December 9, 2024 - Regular Meeting, December 9, 2024 - Special Meeting, December 16, 2024 - Regular Meeting, December 16, 2024 - Special Meeting.

8F. Addition and Cancellation of Regular March Council Meeting

Recommended Action: Approve the Addition of March 17, 2025 Regular Meeting at 7 p.m. and Cancel the March 10, 2025 Meeting.

8H. Title VI Plan

Recommended Action: Adopt Resolution No. 25-3029, Approving an Update to the City of Artesia Title VI Program, Which Provides for Non-discriminatory Public Transportation Services.

8I. Event Facility Use Permit For Ajit Dudheker to Hold a Holi Festival on Saturday, March 16, 2025 at Artesia Park

Recommended Action: Approve the Issuance of a Large Event Facility Use Permit.

8J. Contract for Public Health Services Provided by County of Los Angeles

Recommended Action: Approve Resolution No. 25-3028, Approving the Public Health Services Contract between the City of Artesia and the County of Los Angeles, and Authorize the City Manager to Sign the Contract on the City Council's Behalf.

8M. Creation of Artesia Botanical Garden Ad-Hoc Committee

Recommended Action: Staff recommends the City Council Appoint Mayor Pro Tem Trevino and Councilmember Ramoso to an Ad-Hoc Committee Regarding the Development of the Artesia Botanical Garden.

**ITEM(S) PULLED FROM THE CONSENT CALENDAR (8G, 8K, 8L, and 8N)**

8G. Removal and Appointments for Beautification and Maintenance, Parks and Recreation, and Planning Commission

Recommended Action: Receive and File.

**City Clerk Alderete swore in Commissioners Bhandari and Pantoja.**

Manalo moved, seconded by Trevino, to approve agenda item 8G, as recommended. Motion carried, 5-0.

8K. Agreement with City of Cerritos for a Joint Street Rehabilitation Project on Portions of 195th Street and Flora Vista Street

Approve the Agreement between the City of Artesia and the City of Cerritos for a Proposed Joint Street Rehabilitation Project on 195th Street, between Flora Vista Street and Ely Avenue, and Flora Vista Street, between Norwalk Boulevard and 195th Street and Make a Determination of Exemption from CEQA.

Public Works Manager Sanchez provided staff report. Councilmember Ramoso asked questions and/or provided comments.

Ramoso moved, seconded by Manalo, to approve agenda item 8K, as recommended. Motion carried, 5-0.

8L. Community Benefit Grant Fund Reallocation for Calendar Year 2025  
Recommended Action: Reallocate Grant Funds from the Community Benefit Grant Program from the Chamber of Commerce to the installation of cameras and security measures at Artesia Park.

Deputy City Manager Burke provided staff report. Mayor Trevino asked questions and/or provided comments.

Trevino moved, seconded by Ahir, to approve agenda item 8L, as recommended. Motion carried, 5-0.

8N. Legislative Platform for Calendar Year 2025  
Recommendation: Approve the Legislative Platform for Calendar Year 2025.

Deputy City Manager Burke provided staff report. Councilmember Ramoso asked questions and/or provided comments.

Ramoso moved, seconded by Manalo, to approve agenda item 8N, as recommended. Motion carried, 5-0.

## **9. PUBLIC HEARING**

9A. Introduction of an Ordinance Regarding Dwelling Units  
Recommended Action: Waive Full Reading and Introduce Ordinance No. 25-963, Amending Title 9, Chapter 2, Article 45 of the Artesia Municipal Code Relating to Accessory Dwelling Units and Junior Accessory Dwelling Units to Comply with Recent Changes in State Law, and Finding the Action to Be Statutorily Exempt from the California Environmental Quality Act (CEQA) under Public Resources Code § 21080.17.

Acting Planning Manager Art Bashmakian provided staff report. Mayor Taj opened the public hearing. No public comments were provided. Mayor Taj closed the public hearing.

Trevino moved, seconded by Ramoso, to approve agenda item 9A, as recommended. Motion carried, 5-0.

## **10. DISCUSSION**

10A. Transmittal of Annual Comprehensive Financial Report for Fiscal Year 2023-24  
Recommended Action: Receive and file.

Finance Manager Murguia provided staff report. Mayor Taj, Mayor Pro Tem Trevino, Councilmembers Ramoso, and Manalo asked questions and/or provided comments.

Manalo moved, seconded by Ahir, to approve agenda item 10A, as recommended.  
Motion carried, 5-0.

**10B. Fiscal Year 2024-25 Mid-Year Budget**

Recommended Action: Staff Recommends That the City Council, Adopt Resolution No. 25- 3030, Approving a Statement of Investment Policy, and Repealing Resolution No. 24-2995; and Approve the Proposed Mid-Year Budget Adjustments.

Finance Manager Murguia provided staff report. Mayor Pro Tem Trevino asked questions and/or provided comments.

Ahir moved, seconded by Manalo, to approve agenda item 10B, as recommended.  
Motion carried, 5-0.

**10C. League of California Cities 2025 Advocacy Priorities**

Recommended Action: Discuss the League of California Cities Advocacy Priorities and Provide Direction to Staff Regarding Further Action.

Deputy City Manager Burke provided staff report. City Manager Avalos provided input. Mayor Taj, Mayor Pro Tem Trevino, Councilmembers Ramoso, Manalo, and Ahir asked questions and/or provided comments.

Trevino moved, seconded by Ramoso, to approve agenda item 10C, to write a letter advocating and supporting the January 23<sup>rd</sup> Public Safety Committee Letter advocating for public safety to be one of the four priorities this year.

Motion carried, 4-0-1-0-0. Taj abstained.

**11. CITY MANAGER INFORMATIONAL REPORTING**

City Manager Avalos provided updates.

**12. COUNCILMEMBER COMMENTS**

Councilmembers Ramoso and Ahir asked questions and/or provided comments.

**13. ADJOURNMENT**

The meeting was adjourned at 9:45 p.m. in memory of former Parks and Recreation Manager David Coleman.



# CITY COUNCIL AGENDA REPORT

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**MEETING DATE:** March 17, 2025

**ITEM NO:** 9F.

**TO:** Mayor and Members of the City Council

**SUBJECT:** Large Event Facility Use Permit For Noel S.V. Omega to hold a Philippine American Friendship Day Event on Saturday, July 12, 2025, at Artesia Park

**FROM:** Edith Guerra, Parks and Recreation Manager

**REVIEWED AND APPROVED BY:**

Melissa Burke, Deputy City Manager

Abel Avalos, City Manager

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**RECOMMENDATION:**

Staff recommends the City Council approve the issuance of a Large Event Facility Use Permit.

**BACKGROUND:**

The City Council adopted Resolution No. 18-2720, approving and adopting amended and updated Facility Use Regulations and Facility Use Fee Schedule in 2018. Exhibit D of the Facility Use Regulations (Attachment 2) stipulates that large event Facility Use Permits shall be applied for in the manner set forth in the City's Facility Use Regulations and require the approval of the City Council. Exhibit D also stipulates that a \$1,500 refundable security deposit (see Section VII.A.11.b. - Security Deposit Fee) and liability insurance bond in the minimum amount of \$5,000,000 with the City of Artesia named as additional insured, must be on file with the Department at least fourteen (14) days prior to the Festival/Carnival/Circus equipment entering the Facilities.

**ANALYSIS:**

The Parks and Recreation Department received a Facility Use Application from Mr. Omega on January 23, 2025 (Attachment 1) to hold a Philippine American Friendship Day event at Artesia Park utilizing the Picnic Shelter, the entire Baseball Field (infield and outfield) on Saturday, July 12, 2025, from 5am - 8pm, with the event occurring from 9am - 6pm. The Facility usage includes set-up and clean-up time. Staff accepted the application fee and a deposit totaling \$1,550 and are recommending the Council approve the application. If the Large Event Facility Use Permit is approved, the following conditions will be applied to the applicant in accordance with Exhibit D of the Facility Use Regulations:

1. The Applicant is responsible to provide an operational plan including set up, clean up, event schedule, points of contact during the event, and a site plan.
2. The applicant is responsible for paying all costs associated with the event, including facility use fees, staffing, and set-up/clean up. Event costs include the following:
  - a. Application Processing Fee: \$50
  - b. Security Deposit (refundable): \$1500
  - c. Facility Use fees: \$1,125
  - d. Staffing Fee: Recreation Staff: \$490, Maintenance Staff: \$1,100
  - e. Total fee: \$4,265
3. The applicant is responsible for providing event liability insurance with a minimum policy amount of \$5,000,000 naming the City, its officers, employees and volunteers as additionally insured. The certificate of

insurance must be received and approved by the City no less than 14 days prior to the event.

4. The event venue will be limited to the following areas at Artesia Park: Picnic Shelter and entire Baseball Field area (infield and outfield).

**FISCAL IMPACT:**

The collection of the facility use fees would result in revenue to offset park maintenance resulting from the use of the facilities. All other costs associated with the event will be the responsibility of the applicant and there would be no negative impact to the City's General Fund.

**RECOMMENDED COUNCIL ACTION:**

Staff recommends the City Council approve the issuance of a Large Event Facility Use Permit.

**Attachments**

[Facility Use Application- Phillipine Friendship Day.pdf](#)

[ATT 1 Exhibit C-D- Facility Use Regulations.pdf](#)



City of Artesia Parks & Recreation Department



# Facility Use Application

Artesia Park: 562-860-3361 AJ Padelford Park: 562-407-1723

<b>Contract Holder:</b> NOEL S. V. OMEGA		<b>Nature of Event:</b> PHILIPPINE AMERICAN FRIENDSHIP DAY	
<b>Business/Organization:</b> NAFFAA GREATER LOS ANGELES		<b>Non Profit ID #:</b> <small>Must attach valid Non-Profit Documentation</small> 83-4493148	
<b>Address:</b> 12540 E. OAK CREEK LANE		<b>City:</b> CERRITOS	<b>Zip:</b> 90703
<b>Main Phone:</b> 323-389-7033		<b>Alternative Phone:</b> 562-508-8099	
<b>Email:</b> NOEL.OMEGA@NAFFAA.ORG / DENINO1951@GMAIL.COM			
<b>Alternate Contact:</b> <small>(in the event Contract Holder cannot be reached):</small> DAN E. NINO			
<b>Phone:</b> 562-508-8099		<b>Email:</b> DENINO1951@GMAIL.COM	
<b>Date(s) Requested:</b> JULY 12, 2025			
<b>Event Hours:</b> <small>Time needed for setup and cleanup must be included in the event time frame when booking.</small> <small>Start time will be the time you are allowed into the building. End time is the time everyone is out of the facility.</small> Start Time: 9 AM to End Time: 6 PM Setup: 5:00am Cleanup until 10:00pm			
<b>Estimated Amount In Attendance:</b> <small>Events over 300 people will require City Council approval</small> 1,500 THROUGHOUT THE DAY		<b>Open to Public:</b> <input checked="" type="radio"/> Y / <input type="radio"/> N	
<b>Selling Food or Beverage:</b> <input checked="" type="radio"/> Y / <input type="radio"/> N <small>Events selling food will require LA County Health Dept. Inspection and Approval at Facility User expense.</small>		<b>Admission Charged:</b> Y <input type="radio"/> / <input checked="" type="radio"/> N	
<b>Serving Food or Beverage:</b> <input checked="" type="radio"/> Y / <input type="radio"/> N		<b>Entertainment:</b> <input checked="" type="radio"/> Y / <input type="radio"/> N	
		<b>Source:</b> <input checked="" type="checkbox"/> Band <input checked="" type="checkbox"/> DJ/Recorded Music <input checked="" type="checkbox"/> Performance <input checked="" type="checkbox"/> Entertainer	
		<b>Food Provided By:</b> JOLLIBEE + MCCAFFEE	
<b>Equipment/Services:</b> <b>Tables:</b> WILL PROVIDE <b>Chairs:</b> OURSELVES <small>Recreation Department only has a certain number of tables and chairs available for use. If a larger amount is required, Facility User will have to provide their own. Albert O. Little: (10) 8 ft tables, (5) 60" round tables (100) folding chairs AJ Padelford: (8) 6 ft tables, (30) folding chairs</small>			
<b>Facility Requested:</b>			
<b>Albert O. Little Community Center</b>	<b>Artesia Park</b>	<b>AJ Padelford Park</b>	
<input type="checkbox"/> Entire Hall (300)	<input checked="" type="checkbox"/> Outdoor Field Area	<input type="checkbox"/> All Purpose Room (120)	
<input type="checkbox"/> East Auditorium (150)	<input type="checkbox"/> Tennis Court	<input type="checkbox"/> Classroom A (20)	
<input type="checkbox"/> SouthEast Auditorium (75)	<input type="checkbox"/> Basketball Court 1	<input type="checkbox"/> Classroom B (20)	
<input type="checkbox"/> West Auditorium with Stage (150)	<input type="checkbox"/> Basketball Court 2	<input type="checkbox"/> Classroom C (20)	
<input type="checkbox"/> Meeting Room A	<input checked="" type="checkbox"/> Picnic Shelter	<input type="checkbox"/> Open Field	
<input type="checkbox"/> Meeting Room B	<input checked="" type="checkbox"/> Baseball Diamond 1 / 2 / 3 / 4 / 5 / 6	<input type="checkbox"/> Basketball Court	
<small>Kitchens at Albert O. Little Community Center and AJ Padelford Park are not available for usage or storage at any time.</small>		<input type="checkbox"/> Picnic Shelter	

I, the undersigned, on behalf of the above organization, do hereby agree to indemnify and hold harmless the City of Artesia, any other officers, agents, or employees from any liability, claim, or action for damages resulting from, or in anyway arising out of the use of the facility or equipment, and will agree to abide by and enforce all rules, regulations, and policies governing the facility as set forth by the City of Artesia. Said applicant will accept all responsibility for any damages to premises, furniture, equipment, grounds resulting from use of the facility. I have read and agree to comply with the Facility Use Regulations, the Conditions of Facility Use and the Cancellation Policy. Any false or misleading information or failure to comply with the Facility Use Regulations and the Conditions of Facility Use shall be grounds for denying this application, cancelling the reservation or revoking the permit in accordance with the terms of the Facility Use Regulations.

Signature of Applicant:

Date:

1/23/25



## Conditions of Facility Use

1. The Facility shall be used for the purpose stated in the Facility Use Application and Permit and no other use will be permitted.
2. Alcoholic beverages are prohibited and shall not be permitted in or on any Facility.
3. Persons will not be permitted inside any Facility in excess of the established capacity of that Facility.
4. The Permittee/responsible representative listed on the Facility Use Application and Permit must be present at all times during the Use, including setup, opening, closing, and cleanup.
5. The Permittee shall not allow another Person to use the Facility for the period that Permittee has been allowed by the Facility Use Application and Permit.
6. Immediately prior to any Use of any Facility building the Permittee shall check in with and notify the Department of the Permittee's intent to enter the building.
7. The permittee shall ensure that no profane language or disorderly or unseemly conduct be allowed in any City facility. Applicant may be liable for additional charges requiring law enforcement callouts.
8. All Facility Use Schedules and Permits shall be issued for specific Facilities and/or Equipment and for specific hours, and the Facilities must be vacated as scheduled.
9. The Permittee shall not prepare or decorate the Facility prior to the Use start time as only the "time stated" on the Application and Permit will be granted for decorating, the event, and clean-up. Additional hours may not be purchased on the day of the reservation.
10. The Permittee shall pick up, bag, and remove all trash generated by all activity in any way connected with the Facility's Use, leaving the Facility clean and free of all trash and litter. Everything must be accomplished prior to the closing time stated in the Facility Use Permit.
11. The Permittee shall not drive or permit to be driven nails, hooks, tacks, screws, staples, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein. No putty shall be permitted on any part of the Facility.
12. Facility Users are not permitted to drive onto grass areas inside the park for loading/unloading. All loading/unloading must be done from parking lot area.
13. Additional Duties, Obligations, and Conditions: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notwithstanding the above conditions of facility use, if the applicant is not in compliance with the policies and regulations as stated in the Facility Use Regulations and/or these Conditions of Facility Use, the City may cancel the reservation or revoke the permit upon notice to the applicant. All rental fees and security deposits will be deemed forfeited.

Applicant Signature: \_\_\_\_\_

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

Staff Signature: \_\_\_\_\_

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



**PARK FACILITY RESERVATION  
CANCELLATION POLICY**

A. Reservations cancelled at least **four (4) months** prior to the event:

Rental Fees (if paid) — Full Refund  
Security Deposit — Less 10% processing fee

B. Reservations cancelled at least **two (2) months** prior to the event:

Rental Fees (if paid) — 50% Refund  
Security Deposit — 50% Refund

C. Reservations cancelled less than **two (2) months** prior to the event:

When Rental Fees are paid:  
Rental Fees — No Refund  
Security Deposit — Full Refund

When Rental Fees are not paid:  
Security Deposit — No Refund

Notwithstanding the above policy, if the applicant is not in compliance with the policies and regulations as stated in the Facility Use Regulations and/or the Conditions of Facility Use, the City may cancel the reservation or revoke the permit upon notice to the applicant. All rental fees and security deposits will be deemed forfeited.

Applicant Signature: \_\_\_\_\_

Date: 1/23/25

Staff Signature: \_\_\_\_\_

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

**OFFICE USE ONLY**

☐ **APPROVED**    ☐ **DENIED**    SIGNATURE: \_\_\_\_\_    DATE: \_\_\_\_\_

Resident \* ☐    Non Resident \* ☐

Security Deposit \$ \_\_\_\_\_

Insurance Fee \$ \_\_\_\_\_

Hourly Fee \$ \_\_\_\_\_ X \_\_\_\_\_ Hour(s)

Recreation Staff \$ \_\_\_\_\_ X \_\_\_\_\_ Staff X \_\_\_\_\_ Hours \$ \_\_\_\_\_

Maintenance Staff \$ \_\_\_\_\_ X \_\_\_\_\_ Staff X \_\_\_\_\_ Hours \$ \_\_\_\_\_

Sheriff/Security \$ \_\_\_\_\_ X \_\_\_\_\_ Officer(s) X \_\_\_\_\_ Hours \$ \_\_\_\_\_

Total \$ \_\_\_\_\_

Security Deposit Date: \_\_\_\_\_ Receipt # \_\_\_\_\_ Payment \$ \_\_\_\_\_

Payment Date: \_\_\_\_\_ Receipt # \_\_\_\_\_ Payment \$ \_\_\_\_\_



## FACILITY USE CHECKLIST

City of Artesia Parks & Recreation Department

Applicant agrees to abide by the Rules and Regulations governing the use of City facilities administered by the City of Artesia Parks & Recreation Department

NSVD

Initial

### APPLICATION PROCESS

Proof of Artesia residency is required to receive resident rate. A current driver's license or identification card issued by the Department of Motor Vehicles and a current utility bill with the applicant's name.

**There will be a \$50 non-refundable application fee for all applications**

NSVD

Initial

### APPROVAL

The approval process for most applications takes approximately (5) working days. The Department will review applications and notify the applicant. Please do not advertise your event or order/print any invitations prior to receiving written approval and paying for your reservation. Events with more than 300 attendees will require City Council Approval and must be done well in advance.

NSVD

Initial

### SECURITY

Large events will require Los Angeles County Sheriff Personnel for the complete duration of the event. All Sheriff Personnel will be hired by the City and paid by renter at a rate to be determined by the Lakewood Sheriff Station. Approval may take up to (1) month.

NSVD

Initial

### ALCOHOL

- Alcohol is not permitted at any City Recreation Facility.
- Renters who serve or allow alcohol to be consumed at their event will immediately have their permit revoked, no refunds. Law enforcement may be called.

NSVD

Initial

### CONDUCT

- Applicant shall ensure that no disorderly or unseemly conduct be allowed in any City facility. Applicant may be liable for additional charges requiring law enforcement callouts.
- Applicant is required to have no less than one adult chaperone for each twenty (20) minors present during use of City indoor facilities.

NSVD

Initial

### DATE OF EVENT

- Doors will open at stated time.
- Only the "time stated" on application will be granted for set-up and clean-up.
- The event "end time" is when all guests must vacate the facility. Failure to vacate the facility at the stated time will result in the loss of security deposit.

NSVD

Initial

### DECORATIONS

- The use of candles, open flames, smoke or fog machines is strictly prohibited. Applicant may be liable for Fire Department charges for false fire alarms.
- Decorations may not be placed on walls, glass, windows, or doors. Only table decorations and free standing decorations are permissible. Helium balloons are permissible, but renter is responsible for removal.
- Decorations cannot be hung or suspended from ceilings, drapes, or other City structures.
- Staples, tacks, or pins may NOT be used on any surfaces including walls, glass, tables, windows, or doors. Ensure that any tape used does not mar or leave any residue on any surface, including wall paint.
- Please do not use balloon shine spray on balloons.
- Rice, rose petals, glitter, confetti, or birdseed may not be used.
- All reservation decorations must be removed by applicant at the conclusion of the event. The City of Artesia will not be responsible for remaining equipment or supplies. Failure to remove any equipment, supplies, decorations (including stray balloons) will result in the loss of security deposit.

NSVD

Initial

### FEES & CANCELLATIONS

- Rental fees shall be paid in full in order to secure your reservation.
- Reservations canceled 2 months prior to the event will receive a 50% refund of fees minus app. fee.
- Reservations canceled less than 2 month prior to the event will not be refunded.
- Reservations canceled due to inclement weather will be refunded in full minus the \$50 app. fee. Only City Staff will determine whether a cancellation due to inclement weather is valid. No exceptions.



## DEPOSIT PROCEDURES

Initial

- Upon approval of an application, full payment of the facility use fees are required to confirm your rental.
- Refund of security deposit after an event will take approximately 4 - 6 weeks from the reservation date if there were no concerns with the reservation. There may be deductions from the deposit for the following items: Additional cleaning, repair or replacement, deviations from the rental agreement, extra staff time cost related to the reservation, and disturbances requiring fire assistance or law enforcement. Deposit is mailed to name and address on application, refunds **can not** be picked up in person.



## SMOKING

Initial

**All City facilities and parks are non-smoking.** Violation of this regulation will result in immediate cancellation of the reservation with no refund of fees and be subject to citation.



## OTHER RULES

Initial

- **No solicitation of donations, contributions, or sale of anything of value for any purpose shall be made on City facilities without prior and written approval from the Parks & Recreation Manager .**
- Gambling of any kind is not allowed at any City facility.
- Vehicles are not permitted on City grass areas, all loading/unloading must be done from the Parking lot.
- No Jumpers or Bounce Houses permitted at any time.
- City equipment shall not be removed from any City facility.
- Cooking is not permitted indoors at any City facility, only prepared foods are permitted inside.
- Kitchen facilities at Albert O. Little and AJ Padelford Park are not available for usage or storage at any time.
- City staff is not available for set-up or breakdown of any facility use. All set-up/breakdown is to be performed by facility renter.

## APPLICANT'S RESPONSIBILITIES

- Conduct a "walk through" of facility with staff prior to the reservation, and sign off the facility checklist.
- See that all decorations and balloons are removed.
- Place all trash and recyclables in appropriate containers.
- Wipe down tables and chairs, sweep and mop as necessary.
- Conduct a "walk through" of facility with staff following the reservation, and ensure all areas are clean and undamaged.

## FACILITY CLOSES AT 10:00 PM. FACILITY MUST BE THOROUGHLY CLEANED AND VACATED AT THAT TIME.

- Applicant shall not falsify any information on the Facility Rental Application and Agreement. The penalty for false information shall be forfeiture of rental fees and security deposit.

## STAFF RESPONSIBILITIES

- Staff will conduct a "walk through" with applicant prior to and after the reservation time to review the condition of the facility.
- The staff person will open the facility at the start of the applicant's reservation time. Applicant is to call on the staff person assigned to the reservation for assistance or questions.
- Staff is additionally responsible for making sure renter performs appropriate clean up of the facility including: Putting away tables, chairs, and any City equipment used after the applicant has cleaned them.

The undersigned hereby releases, waives, discharges and covenants not to sue the City of Artesia, its officers, employees, and agents (hereinafter referred to as "releasees") from liability to the undersigned, their personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of the releases or otherwise while the undersigned is in, upon, or about the premises of the City of Artesia and/or observing or using the premises or any facilities or equipment therein.

I, the undersigned applicant, agree to abide by and enforce the rules, regulations, and policies governing this facility as set forth by the City of Artesia. I understand that by signing this document, I accept all responsibility for any damages to premises, furniture, equipment, or grounds resulting from use of the facility. I further agree that any violation of the Facility Rules and Regulations can result in immediate cancellation of the reservation and forfeiture of all fees and deposits.

Applicant's Signature

Date

Staff's Signature

## EXHIBIT C

### CITY OF ARTESIA LARGE EVENT FACILITY USE PERMITS AND ADDITIONAL FEES

#### LARGE GROUPS AND SPECIAL EQUIPMENT

- A. Facility Uses involving large groups exceeding three hundred (300) Persons gathered for a common purpose or requiring sound amplification require large event Facility Use Permits, Use Fees (see Exhibit A — Facility Use Fee Schedule), additional fees as outlined in Exhibit D—Large Event Facility Use Permits and Additional Fees, and the approval of the City Council.
- B. Plot plans/maps shall accompany large event Facility Use Applications for Uses involving sound amplification, tents, booths, bleachers, special equipment, or large groups exceeding three hundred (300) Persons.

## EXHIBIT D

### CITY OF ARTESIA LARGE EVENT FACILITY USE PERMITS AND ADDITIONAL FEES

#### FESTIVALS, CARNIVALS AND CIRCUSES

- A. Festival, Carnival and Circus large event Facility Use Permits shall be applied for in the manner set forth in the City's Facility Use Regulations and require the approval of the City Council. All rules and regulations established by the City shall be followed in conducting said Festival, Carnival, or Circus.
- B. A one thousand five hundred dollar (\$1,500) refundable cash security deposit (see Section VII.A.11.b. – Security Deposit Fee) and liability insurance bond in the minimum amount of five million dollars (\$5,000,000) with the City of Artesia named as additional insured, must be on file with the Department at least fourteen (14) days prior to the Festival/Carnival/Circus equipment entering the Facilities.
- C. Festivals, Carnivals, or Circuses, for which the large event Facility Use Permittee's employees are used to set up or operate, are required to show evidence of workers' compensation insurance.
- D. The large event Facility Use Permittee and Festival/Carnival/Circus management shall file a plot plan/map of the physical arrangements of the Festival/Carnival/Circus (*i.e.*, location of tents, canopies, temporary membrane structures, stages, seating, portable toilets, etc.) with the Department. The ratio of the number of portable toilets to the projected number of Festival/Carnival/Circus participants shall comply with applicable State Health Department and Americans with Disabilities Act requirements. The Department must approve the plot plan/map prior to approval of the large event Facility Use Permit for the Festival/Carnival/Circus. The large event Facility Use Permittee and Festival/Carnival/Circus management shall adhere to the approved plot plan/map.
- E. The large event Facility Use Permittee and Festival/Carnival/Circus management shall file an operation plan with the Department. The operation plan shall describe the set up operations and clean up operations, including the time periods allowed for each, who and how many persons will be involved, and arrangements for trash and debris containment and removal. The Department must approve the operation plan prior to approval of the large event Facility Use Permit for the Festival/Carnival/Circus. The large event Facility Use Permittee and Festival/Carnival/Circus management shall adhere to the approved operation plan.
- F. The large event Facility Use Permittee and Festival/Carnival/Circus management shall file a program itinerary with the Department. The program itinerary shall include the timing of events to occur, information on plans to ensure occupancy/participant attendance, and crowd control plans for before, during, and after the event. The Department must approve the program itinerary prior to approval of the large event Facility Use Permit for the Festival/Carnival/Circus. The large event Facility Use



Permittee and Festival/Carnival/Circus management shall adhere to the approved program itinerary.

- G. The large event Facility Use Permittee and Festival/Carnival/Circus management shall file a parking, traffic control, and circulation plan with the Department. The Department must approve the plan prior to approval of the large event Facility Use Permit for the Festival/Carnival/Circus. The large event Facility Use Permittee and Festival/Carnival/Circus management shall adhere to the approved parking, traffic control, and circulation plan.
- H. The large event Facility Use Permittee shall submit to the City, at least fourteen (14) days prior to the Festival/Carnival/Circus opening, the name, address, and phone numbers of the Festival/Carnival/Circus' management.
- I. Festival/Carnival/Circus management shall submit a list of Festival/Carnival/Circus personnel to the Department at least fourteen (14) days prior to the Festival/Carnival/Circus equipment entering the City. The Department must have the names and phone numbers of Festival/Carnival/Circus representatives who can be reached twenty-four (24) hours a day.
- J. Festival/Carnival/Circus personnel, who will be working at least two (2) weeks prior to the Festival/Carnival opening, shall complete and file investigation cards with the Sheriff's Department. These cards may be obtained from the Department.
- K. The large event Facility Use Permittee and Festival/Carnival/Circus management shall obtain all applicable electrical and safety permits from the City's Building and Safety Department. Inspections will be made by appointment only between the hours of 10:00 a.m. to 1:00 p.m.
- L. It is the responsibility of the large event Facility Use Permittee and Festival/Carnival/Circus management to observe, obey, and comply with all applicable City, County, State, and Federal laws, these Facility Use rules and regulations, and any special rules and regulations governing Festivals, Carnivals or Circuses.
- M. It is the responsibility of the large event Facility Use Permittee and Festival/Carnival/Circus management to observe, obey, and comply with all applicable noise and sound limitations imposed by the large event Facility Use Permit in order to ensure that disturbance to surrounding residents is minimized.
- N. It is the responsibility of the large event Facility Use Permittee and Festival/Carnival/Circus management to observe, obey, and comply with all applicable standards in the operation of elevators and/or portable amusement rides (including bungee jumping) during the Festival/Carnival/Circus, including, but not limited to, California Code of Regulations, title 8, chapter 4, subchapter 6, California Code of Regulations, title 8, article 35, sections 3900 to 3920, and California Labor Code sections 7901 to 7906. Further, the large event Facility Use Permittee and Festival/Carnival/Circus management shall be responsible for obtaining all necessary permits for the operation of elevators and/or portable amusement rides from the

Department of Industrial Relations (DIR) Division of Occupational Safety and Health (DOSH) Elevator, Ride and Tramway Unit.

- O. It is the responsibility of the large event Facility Use Permittee and Festival/Carnival/Circus management to observe, obey, and comply with all applicable minimum safety standards in the care and conduct of animals used in the Festival/Carnival/Circus as promulgated by the United States Department of Agriculture and the Los Angeles County Department of Animal Care & Control, and/or contained in the Los Angeles County Codes pertaining to animal care and control.
- P. The large event Facility Use Permittee shall be responsible for police patrol during the set-up, operation, and tear down of the Festival/Carnival/Circus. The large event Facility Use Permittee shall contact the Sheriff's Department and be financially responsible for the officers. The Sheriff's Department shall specify the number of Sheriff's Deputies required.
- Q. The large event Facility Use Permittee shall be responsible for any City Staff costs for setting up, monitoring, and taking down the event Facilities. The actual costs will be determined following the Festival/Carnival/Circus, and the amount paid will be deducted from the cash security deposit, resulting in either a refund to the large event Facility Use Permittee or a balance due to the City.
- R. The Department shall conduct an inspection of the grounds prior to the Festival/Carnival/Circus equipment entering Artesia Park and immediately after the Festival/Carnival/Circus equipment leaves the Park.
- S. No Festival/Carnival/Circus or any activities related thereto will be permitted on the turf area of Artesia Park without prior consent from the City.
- T. Festival/Carnival/Circus equipment shall not be permitted on the Facilities prior to the date and time approved by the Manager.
- U. The large event Facility Use Permittee shall be responsible for any non-operation hours fees and any additional Staff Overtime Fees.



# CITY COUNCIL AGENDA REPORT

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**MEETING DATE:** March 17, 2025

**ITEM NO:** 9G.

**TO:** Mayor and Members of the City Council

**SUBJECT:** Production Agreement with Fireworks & Stage FX America for a City-Sponsored 4th of July Fireworks Show

**FROM:** Edith Guerra, Parks and Recreation Manager

**REVIEWED AND APPROVED BY:**

Melissa Burke, Deputy City Manager

Abel Avalos, City Manager

HongDao Nguyen, City Attorney

Jamie Murguia, Finance Manager

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**RECOMMENDATION:**

Staff recommends the City Council approve and authorize the City Manager to retroactively execute the Production Agreement with Fireworks & Stage FX America, for the City-Sponsored 4th of July 2025 Fireworks Show, in the amount of \$27,000.

**BACKGROUND:**

The City contracted with Fireworks & Stage FX America for the City's 4th of July Fireworks Show in 2024. Fireworks & Stage FX America offers a professional quality firework display and the City was very happy with their services last year. Fireworks & Stage FX America technicians worked seamlessly with Parks and Recreation Department staff to coordinate event set-up the day before and the day of the show. No safety or permit issues occurred with Fireworks & Stage FX America technicians, equipment, or the display from a fire safety standpoint (Fire Department) or from staff's standpoint.

**ANALYSIS:**

Fireworks & Stage FX America's 2025 proposal includes an electronically fired show that will last approximately 15-18 minutes and includes 3,650 elements fired. Fireworks & Stage FX America will provide licensed pyrotechnic operators, insurance coverage, and obtain the necessary County Fire Department permits for the show. The City will be responsible for paying for Fire Department fees, if any are charged, and all necessary security of the display site, which is provided each year by Sheriff Deputies.

The proposal requires a deposit be paid upon execution of the contract, which was completed on February 8, 2025 to ensure the show was confirmed for July 4, 2025. Staff is recommending the City Council to retroactively approve the 2025 Fireworks Agreement with Fireworks & Stage FX America.

**FISCAL IMPACT:**

Terms of the proposed agreement require that a 50 percent deposit of \$13,500 made upon the execution of the agreement. The budget includes payment of a \$13,500 deposit from the Fiscal Year 2024-25 Budget. The balance of \$13,500 will be due by July 14, 2025, and if approved will be allocated in the Fiscal Year 2025-26 Budget.



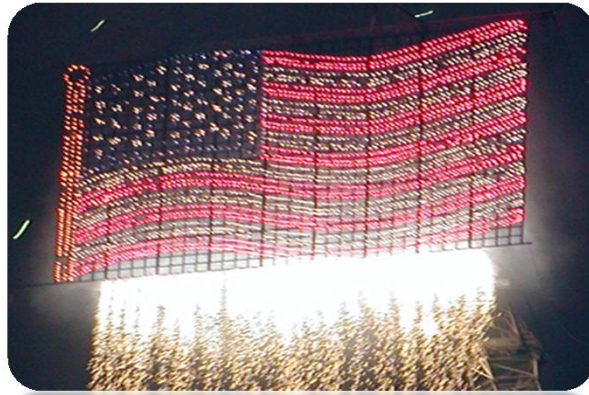
**RECOMMENDED COUNCIL ACTION:**

It is recommended that the City Council retroactively approve and authorize the City Manager to execute on the Council's behalf, the Production Agreement with Fireworks & Stage FX America for the City-Sponsored 4th of July 2025 Fireworks Show, in the amount of \$27,000.

**Attachments**

[Fireworks America- July 4 2025 contract signed.pdf](#)

# City of Artesia



Presents

## **Independence Day** A **Fireworks Extravaganza** 7/4/2025

Produced by



"The Difference Is Quality"

City of Artesia  
Independence Day  
July 4, 2025

Main Show

Program

A

Color, Multi-Color, Flitter, Glitter,  
Electric Color & Color Changing Shells

**2.5" 150**

**3" 150**

Bombardments

Program

A

Multiple Shot Barrages provide  
fabric and texture to your display,  
keeping an excellent and exciting  
pace. Our high-powered devices  
provide an unequalled ground-to-sky  
pyrotechnic tableau:

**Total Shots 3050**

Totals

Program

A

Shells

**2.5" 300**

**3" 300**

Total Shells **600**

Total Shots **3050**

Grand Totals **3650**

Running Time in Minutes

Minimum **15.0**

Maximum **18.0**

Aerial Grand Finale

Titanium Flash Salutes

**3" 50**

Color/Multicolor Finale

**2.5" 150**

**3" 100**

Price

Program A

Total Cost **\$27,000.00**



City of Artesia  
Show Concept, Services List,  
and Miscellaneous Details

**Services List:**

Fireworks America to Provide:

- 1) Permit Filings as Required
- 2) Storage and Delivery of fireworks
- 3) All Equipment to produce the display
- 4) Insurance Aggregate amount of  
\$6,000,000 (Combined Single Limits)
- 5) Worker's Compensation Insurance  
(Statute)
- 6) Sound Track
- 7) Choreography

City of Artesia to Provide:

- 1) A Suitable Firing Site
- 2) Adequate Security for Firing Site
- 3) Permit Fees
- 4) Standby Firefighter Fees
- 5) Sound System and Playback
- 6) Adequate Permit Time as  
listed below.
- 7) Suitable Restroom and Handwash  
facilities for the crew

**Minimum Time Required**

Fireworks America will provide permitting services on your behalf. There are minimum times required to pull these permits. Contracts and deposits must be signed and back to us prior to starting these services. Here are the minimum permit times.

Land Based Shows based require a minimum of 30 days to permit based on Local and State Ordinance, FAA and other requirements.

Water based shows require a minimum of 60 days to permit based on all of the above PLUS Coast Guard requirements.

Please plan your show accordingly.

**Operators and Assistants:**

Fireworks America will provide the services of a State Licensed Pyrotechnic Operator and experienced crew to fire your display. The entire crew will be covered under Fireworks America's Worker's Compensation Insurance.

Continued

### Payment Terms:

50% of the Sum is to be paid to FA at the signing of the Contract, Balance Net 10 Days After Display

### Method of Discharge:

The show will be fired electrically. Each fireworks event will have its own ignitor for precise timing. Fireworks America will provide the firing panel, cable, distribution system and power for the show.

### Choreography:

The program will be choreographed utilizing the latest innovation in computerized-fireworks choreography. This will allow maximum accuracy in firing and timing of the display. The fireworks will follow the music precisely and provide an exhilarating experience for the viewer.





## ***PYROTECHNIC PUBLIC DISPLAY CONTRACT***

Fireworks & Stage FX America, LLC  
dba: Fireworks America  
PO Box 488  
Lakeside, CA 92040  
619-938-8277  
619-938-8273 Fax

- 1) This Contract, entered into this 7th day of February, 2025, by and between FIREWORKS & STAGE FX AMERICA, LLC., dba FIREWORKS AMERICA, a California Corporation, duly licensed by the Federal Bureau of Alcohol, Tobacco, Firearms and Explosives and the State of California, hereinafter referred to as "FA" and CITY OF ARTESIA hereinafter referred to as "BUYER".
- 2) FA agrees to furnish BUYER, in accordance with the terms and conditions set forth herein, One (1) fireworks/special effects display(s) as per Program A, submitted, accepted and made part hereof, and the services of a licensed pyrotechnic operator who will be in charge of the execution of said display unless otherwise agreed in writing. This display is to be performed on July 4, 2025, located at Artesia Park 18750 Clarkdale Ave, Artesia, CA 90701.  
The time of the display is to be at: 9PM
- 3) BUYER agrees to pay FA the sum of: Twenty Seven Thousand Dollars and No Cents (\$27,000.00), per the following terms:  
50% of the Sum is to be paid to FA at the signing of the Contract, Balance Net 10 Days After Display
- 4) Should the BUYER default on these payment terms, a finance charge at a rate of 1.5% per month, 18% annual percentage rate, or the maximum rate permitted by law, whichever is greater, will be charged and accrued on the unpaid balance of the Contract until the Contract is satisfied.  
FA is hereby authorized to receive BUYER's financial information from any person or entity for the purpose of verifying BUYER's ability to pay.
- 5) BUYER, at its expense, agrees to provide FA a suitable DISPLAY SITE in which to stage, setup and fire the display. This DISPLAY SITE will incorporate an appropriate fallout zone, which has to be approved by FA, and that will fulfill any requirements set forth by any governing legal authority. Should the proposed site require the involvement of specialized equipment, watercraft or clean up, BUYER agrees to provide said equipment and labor at BUYER's expense.



# Fireworks America Public Display Contract

6) BUYER, at its expense, agrees to provide adequate security to prevent any access to the DISPLAY SITE by members of the general public or any persons not expressly approved by FA. Any claim arising from damage to persons or property caused by any unauthorized access to the DISPLAY SITE is the sole responsibility of the BUYER. Should a multiple day setup be required, BUYER shall provide appropriate security during all the times FA is away from the DISPLAY SITE.

7) BUYER, at its expense, agrees to pay for any required "standby" Firemen, and/or any applicable permit costs and fees as required by state and local statutes, ordinances or regulations. BUYER agrees to indemnify FA for any and all changes or adjustments made to the DISPLAY at the request of any governing legal authority.

8) BUYER, at its expense, shall provide FA sufficient parking, all necessary site and event passes and allow FA sufficient time and available access, as determined by FA, to safely and professionally setup and discharge the display and subsequently remove the display equipment from the DISPLAY SITE.

9) Should BUYER fail to comply or prove itself unable to comply with the requirements stated in paragraphs 5, 6, 7 and 8 herein, FA shall have no obligation to continue with the performance of the display and the BUYER agrees to pay the full contract price plus any additional associated expenses incurred by FA.

10) BUYER agrees to assume the risk of weather, or any other cause that is beyond FA's control, that may prevent the display from being discharged on the scheduled date and time. In the event that FA, at its sole discretion, determines that the weather unsuitable for the discharge of the display, BUYER shall pay per the cancellation terms contained in paragraph 11 herein.

11) BUYER shall have the option to cancel this display at any time. If BUYER decides to cancel, BUYER agrees to pay to FA 35% of the display contract price and all other associated costs incurred by FA, including, but not limited to, permits, insurance, pyrotechnic operator's fee, transportation, choreography, custom design or any other provable expense associated with the execution of the Display.

12) BUYER agrees to hold FA harmless from all claims and penalties made against FA in the event that the display fails to start on time or is disrupted after commencement as a direct result of equipment or product malfunction or failure.

13) FA agrees to provide insurance coverage of Six Million Dollars, Bodily Injury and Property Damage and statutory limits for Worker's Compensation. This insurance covers the operations of FA only and does not extend to any other aspect of the event at which such a display may be held. FA's operations are deemed complete when FA has vacated the premises.

14) Should BUYER fail to perform its obligations as set forth herein, BUYER agrees to indemnify, defend and hold FA harmless from all claims and suits made against FA in conjunction with the discontinuance or cancellation of the display.

# Fireworks America Public Display Contract

15) FA agrees to defend, indemnify and hold harmless BUYER from and against all claims and liability arising out of the services to be performed by FA hereunder, except to the extent arising from BUYER'S negligence or willful misconduct.

16) The laws of the State of California shall govern this contract. It is agreed that any court of competent jurisdiction located in the County of San Diego, CA shall be proper venue for an action. Should such action be brought to enforce or interpret the terms or provisions of this Contract, the prevailing party shall be entitled to reasonable attorney fees and costs in addition to any other relief to which they may be entitled.

17) Nothing in this contract shall be construed as forming a partnership, joint venture, agency or any form of legal relationship, other than contractual, between BUYER and FA. Neither party shall be held responsible for any agreements or obligations not expressly provided for herein and shall be severally responsible for their own separate debts and obligations.

18) BUYER shall not under any circumstances, be entitled to recover any consequential damages from FA. Nothing in this paragraph shall be construed as a modification or limitation on the insurance coverages afforded in Paragraph 13 herein.

19) Buyer, at its expense, agrees to provide FA crews with suitable restroom and handwash facilities in the immediate area of the shooting/working location.

20) Other Considerations: NONE

21) This agreement shall be binding on the parties and on their heirs, executors, administrators, successors and assigns.

In Witness the parties hereto, by or through their duly authorized agents, have set their hands and seals this 7th day of February, 2025.

Fireworks & Stage FX America, LLC.

City of Artesia

By: Matt Biolchino

By: Abel Avalos

Title: Area Manager

Title: City Manager

Signature: 

Signature:  Abel Avalos (Feb 8, 2025 10:24 PST)





# CITY COUNCIL AGENDA REPORT

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**MEETING DATE:** March 17, 2025

**ITEM NO:** 9H.

**TO:** Mayor and Members of the City Council

**SUBJECT:** Refurbishments to Outdoor Buildings at Artesia Park

**FROM:** Adrian Fajardo, Management Analyst

**REVIEWED AND APPROVED BY:**

Melissa Burke, Deputy City Manager  
Jamie Murguia, Finance Manager  
HongDao Nguyen, City Attorney  
Abel Avalos, City Manager

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**RECOMMENDATION:**

Staff recommends that the City Council, by motion, approve improvements to the exterior buildings at Artesia Park by:

1. Approving Amendment No. 1 to the Agreement between the City of Artesia and South Coast Painters, increasing the total contract amount by \$19,800 for a revised not-to-exceed total of \$75,000 for additional painting services at Artesia Park;
2. Approving an Agreement between the City of Artesia and Kilter Termite, to repair and replace sections of wood at four exterior park buildings at Artesia Park for a total not-to-exceed, of \$39,753;
3. Authorizing the City Manager to execute the agreements on behalf of the Council;
4. Making a determination of exemption under CEQA pursuant to Section 15301 (d); and
5. Approving a budget amendment to the Billboard Fund to provide funding for the Agreements.

**BACKGROUND:**

On October 14, 2024, the City Council approved an agreement with South Coast Painters for painting services at the Albert O. Little Community Center. The purpose of the project was to address deteriorating interior and exterior paint and ensure the facility's aesthetics and longevity. As part of the ongoing improvements to Artesia Park and the surrounding facilities, staff identified the need to repair and repaint additional structures within the Park for consistent aesthetic and to preserve the aging structures.

**ANALYSIS:**

Before proceeding with the repainting of these buildings, staff reached out to Kilter Termite to assess the condition of each building. The assessment identified extensive wood deterioration, including widespread dry rot and drywood termite infestation. The damage is significant, with a majority of sections of wood that have softened, cracked, or deteriorated beyond the point of repair. To ensure a stable and lasting surface for the new paint, staff is recommending an Agreement with Kilter Termite to repair and replace the damaged wood at four exterior park buildings at Artesia Park.

Once the wood replacement is complete, South Coast Painters will proceed with the painting work as specified in Amendment No. 1. The scope of work includes:

- Surface preparation, including pressure washing, sanding, and cleaning
- Painting of the three restroom buildings and pump house
- Use of high-quality, weather-resistant paint for durability and protection

This project will enhance the overall aesthetic of Artesia Park's facilities and prolong the life of the facilities while also complimenting upcoming improvements at the Community Center.

**CEQA EXEMPTION:**

Pursuant to CEQA Section 15301(d), this project is categorically exempt as it involves maintenance and minor alterations to existing public facilities with no expansion of use.

**FISCAL IMPACT:**

The total cost of the renovation project is \$59,553, with \$19,800 for painting services and \$39,753 for wood repair services. While this project was not budgeted, there are funds available in the Billboard Fund, which can be used for improvements to the City's park facilities, to fund these improvements. An amended budget page for the Billboard Fund is attached, which increases the contract services line item to ensure the project may be completed. Council approval of the budget amendment would serve as approval to utilize these funds for the current fiscal year.

**RECOMMENDED COUNCIL ACTION:**

Staff recommends that the City Council, by motion, approve improvements to the exterior buildings at Artesia Park by:

1. Approving Amendment No. 1 to the Agreement between the City of Artesia and South Coast Painters, increasing the total contract amount by \$19,800 for a revised not-to-exceed total of \$75,000 for additional painting services at Artesia Park;
2. Approving an Agreement between the City of Artesia and Kilter Termite, to repair and replace sections of wood at four exterior park buildings at Artesia Artesia Park for a total not-to-exceed, of \$39,753;
3. Authorizing the City Manager to execute the agreements on behalf of the Council;
4. Making a determination of exemption under CEQA pursuant to Section 15301 (d); and
5. Approving a budget amendment to the Billboard Fund to provide funding for the projects.

**Attachments**

[South Coast Painters - Construction Contract](#)

[First Amendment - South Coast Painters](#)

[Construction Agreement - Kilter Termite - Artesia Park](#)

[Billboard Fund - FY 24-25 Budget Revision](#)

**CONTRACT FOR PAINTING SERVICES FOR THE ALBERT O. LITTLE  
COMMUNITY CENTER PROJECT  
(Public Project under \$60,000)**

This Contract for **Painting Services for the Albert O. Little Community Center** ("Contract") is dated **October 14, 2024** ("Effective Date") and between the City of Artesia, a California municipal corporation ("City") and **South Coast Painters** ("Contractor"). Contractor's license number is **892130** (Class **C33**); Contractor's DIR registration number is **1000577895**.

City and Contractor are referred to herein as the "Parties."

In consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties agree as follows:

1. **GENERAL SCOPE OF WORK; TERM; TERMINATION:** Contractor shall procure and furnish all necessary labor, tools, materials, and expertise for the Painting Services (the "Project"), located at **the Albert O. Little Community Center** (the "Work") as more particularly described in the Scope of Work attached hereto as **Exhibit A**. All Work is to be performed in good and workmanlike manner and in accordance with any further written instructions, if any, of the **City Manager** or his or her designated representative. The term of this Contract shall commence upon the Effective Date and, unless terminated as provided herein, shall continue until (a) all required work is completed, (b) fully executed releases as to any and all lien rights of any and all subcontractors have been received by City, and (c) the time within which any liens, stop notices or other claims for payment by subcontractors, laborers, and/or materialmen can be asserted against City has expired.

Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Work.

City may terminate this Contract, without cause, at any time by providing Contractor with not less than ten days' prior written notice. Provided Contractor is not then in breach, Contractor will be paid for work satisfactorily completed and for all deliverables received.

2. **TIME OF COMPLETION; LIQUIDATED DAMAGES.** Notwithstanding any other provision of this Contract, the completion date for the Work shall be on or before the date that is 45 calendar days after the issuance by City of a Notice to Proceed ("Completion Date"). Time is of the essence in this Contract.

☒ **APPLICABLE** – or – ☐ **NOT APPLICABLE**

Contractor agrees to the assessment of liquidated damages in the amount of \$250 for each calendar day the work remains incomplete beyond the Completion Date. City may deduct the amount thereof from any monies due or that may become due Contractor under this Contract. Progress payments made after the scheduled Completion Date shall not constitute a waiver of liquidated damages. Liquidated damages are not intended to

compensate City for consequential damages which City may incur from other Contractor delay claims resulting from Contractor's delay in the performance of this Contract.

3. INCORPORATION OF STANDARD SPECIFICATIONS. The 2021 edition of "Standard Specifications for Public Works Construction" ("Standard Specifications") is incorporated herein by this reference. In the event of any conflict between this Contract and the Standard Specifications, the provisions of this Contract shall control.
4. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: All Exhibits attached hereto are incorporated herein by reference. The documents, payment bond, City insurance requirements, together with this written Contract (and all Exhibits, documents and laws referenced therein), shall constitute the entire agreement between the Parties as to the subject matter of this Contract. In the event of any conflict between this Contract and any Exhibit hereto, the provisions of this Contract shall control.
5. FEE SCHEDULE: Terms of payment and other applicable terms and conditions are listed in **Exhibit B** – Fee Schedule. City shall pay to Contractor for furnishing the material and doing the prescribed work according to the unit prices and/or lump sum set forth in **Exhibit B**. The acceptance of final payment by Contractor shall constitute a release by Contractor of all claims against City arising out of this Contract except those claims which (a) have been made in writing and identified by Contractor as not having been settled at that time, or (b) are based on fraud or misconduct by City.
6. INSURANCE: Contractor shall not commence work under this Contract until it has obtained insurance with the minimum required limits and coverage as specified in **Exhibit C** – City Insurance Requirements, in a company or companies acceptable to City. Contractor shall not allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. Contractor shall provide evidence of the required insurance to City's Risk Manager as specified in **Exhibit C**.
7. PREVAILING WAGES: Notwithstanding any statement to the contrary in Contractor's proposal or quote, City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. The document titled "Labor Code and Prevailing Wage Requirements" is attached hereto as **Exhibit D**. Contractor shall comply with all provisions of **Exhibit D**.
8. BONDS.
  - a. PAYMENT BOND: ☒ **REQUIRED** – or – ☐ NOT REQUIRED  
  
Contractor shall obtain and submit a signed and notarized copy to City of a payment bond in an amount that is not less than 100% of the Maximum Compensation, and nothing in this Contract shall excuse this requirement. The required Payment Bond (Labor and Materials) form is attached hereto as Exhibit E.
  - b. PERFORMANCE BOND: NOT REQUIRED

9. **RESOLUTION OF DISPUTES:** In the event that a dispute arises between City and Contractor regarding whether the conditions materially differ, or cause a decrease or increase in Contractor's cost of or time required for performance of any part of the Work, Contractor shall not be excused from any scheduled completion date provided for by this Contract, but shall proceed with all work to be performed under this Contract. Contractor shall retain any and all rights that pertain to the resolution of disputes and protests between the Parties. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes disputed time extension requests and prices for changes. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. Contractor will keep accurate, detailed records of all disputed work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *et seq.*) with regard to filing claims.

All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 *et seq.* (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Article 1.5 and Section 9204, as applicable, pursuant to the definition of "claim" as individually defined therein.

9.1 **Intent.** Effective January 1, 1991, Section 20104 *et seq.*, of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq.* and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

9.2 **Claims.** For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents.

9.3 **Filing Claims.** Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not

necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

9.4 Supporting Documentation. The Contractor shall submit all claims in the following format:

9.4.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

9.4.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules
- (E) Other

9.4.3 Chronology of events and correspondence

9.4.4 Analysis of claim merit

9.4.5 Analysis of claim cost, including calculations and supporting documents

9.4.6 Time impact analysis in CPM format

9.5 City's Response. Upon receipt of a Claim pursuant to this Section, City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days of receipt of the Claim, or as extended by mutual agreement, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after the City issues its written statement.

9.5.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion

of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, City shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

9.5.2 Within 30 days of receipt of a Claim, City may request in writing additional documentation supporting the Claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor. City's written response to the Claim, shall be submitted to the Contractor within 30 Days (if the Claim is less than \$50,000, within 15 Days) after receipt of the additional documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

9.6 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, within 15 Days of receipt of City's response or the City's failure to respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

9.7 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 Days after City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

9.7.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

9.7.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

9.7.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

9.7.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.

9.8 Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference or mediation.

9.9 Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of \$375,000 or less:

9.9.1 Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 Days by both Parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

9.9.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

9.9.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

9.10 Government Code Claim Procedures.

9.10.1 This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions



specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

9.10.2 In addition to any and all Contract requirements pertaining to notices of and requests for adjustments to the Contract Time, Contract Price, or compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City.

9.10.3 Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the Contract Time, Contract Price, or compensation or payment for extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor may not file any action against the City.

9.10.4 A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to the Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.

9.11 Non-Waiver. City's failure to respond to a Claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the Claim being deemed rejected in its entirety and shall not constitute a waiver of any rights under this section.

## 10. INDEMNIFICATION, HOLD HARMLESS, AND DUTY TO DEFEND.

### a. Indemnities for Third Party Claims.

- 1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this

Contract, including the Indemnitees' passive negligence, except for Liabilities arising from the active or sole negligence or willful misconduct of the Indemnitees, as determined by judicial decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

- 2) Contractor shall pay all required taxes on amounts paid to Contractor under this Contract, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Contract. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Contract any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph a.2).
  - 3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Contract. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Contract, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.
- b. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section 10, or any other provision of this Contract, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
  - c. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the

deposit with City, of any insurance policy or certificate required pursuant to this Contract. The indemnities in this Section 10 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

- d. Survival of Terms. Contractor's indemnifications and obligations under this Section 10 shall survive the expiration or termination of this Contract.
11. **NON-DISCRIMINATION:** No discrimination shall be made in the employment of persons upon public works because of race, religious creed, ancestry, age, physical disability, mental disability, mental condition, genetic information, marital status, race, color, sex, gender, gender identity, gender expression, sexual orientation, national origin, or military and veteran status of such persons, and every Contractor for public works violating this Section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of Section 1735 of that Code.
12. **LICENSES:** Contractor is aware of California Labor Code Sections 1777.1 and 1777.7, which prohibit Contractor or any subcontractors who have been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a contractor or subcontractor on a public works project for specified periods of time.
- Pursuant to Public Contract Code Section 6109 and California Business and Professions Code Section 7028.15, Contractor shall be licensed as required by the Contractors' State License Board of the State to perform the Work. Pursuant to Public Contract Code Section 3300 and at all times during the term of this Contract, Contractor shall possess a Class C39 California contractor's license.
- Contractor has investigated and will ensure that any subcontractor possesses a valid specialty trade license in its trade as required by law.
13. **WARRANTY.** The warranty applicable to the Work pursuant to this Contract shall be as set forth in:
- ☐ **A.** Section 3-13.3 of the Standard Specifications.
- ☒ **B. Exhibit A.**
14. **ANTITRUST CLAIMS:** Pursuant to Public Contract Code Section 7103.5, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to this Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the Parties.

15. **OWNERSHIP OF DOCUMENTS AND WORK PRODUCT:** All documents, plans, specifications, reports, photographs, images, video files and media created or developed by Contractor pursuant to this Contract ("Written Products") shall be and remain the property of City without restriction or limitation upon its use, duplication or dissemination by City. All Written Products shall be considered "works made for hire," and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City. Contractor shall not obtain or attempt to obtain copyright protection as to any Written Products.

Contractor hereby assigns to City all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in City pursuant to the paragraph directly above.

Contractor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services and the production of all Written Products produced under this Contract, and that City has full legal title to and the right to reproduce the Written Products. Contractor shall defend, indemnify and hold City, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials, harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Written Products is violating federal, State or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Written Products produced under this Contract. In the event the use of any of the Written Products or other deliverables hereunder by City is held to constitute an infringement and the use of any of the same is enjoined, Contractor, at his or her expense, shall: (a) secure for City the right to continue using the Written Products and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Written Products and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Contract. This covenant shall survive the termination of this Contract.

Upon termination, abandonment or suspension of the Project, Contractor shall deliver to City all Written Products and other deliverables related to the Project. If Contractor prepares a document on a computer, Contractor shall provide City with that document both in a printed format and in an acceptable electronic format.

16. **THIRD-PARTY CLAIM:** Pursuant to Public Contract Code Section 9201, City has full authority to compromise or otherwise settle any claim relating to this Contract at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to this Contract. City shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).

17. **INDEPENDENT CONTRACTOR:** Contractor is and shall at all times remain, as to City, a wholly independent contractor. The personnel performing the Work under this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, officials, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's employees except as set forth in this Contract, and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Contractor wishes except as expressly provided in this Contract. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent.

Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees are in any manner agents, servants or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Contract, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Contract. Contractor shall fully comply with the workers' compensation law regarding Contractor and its employees, and Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Contract any amount due to City from Contractor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

18. **ASSIGNMENT:** Contractor shall not assign or transfer any interest in this Contract or any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null and void; and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from any unauthorized assignment.
19. **GOVERNING LAW AND VENUE:** Should either party to this Contract bring legal action against the other, the validity, interpretation, and performance of this Contract shall be controlled by and construed under the laws of the State, excluding California's choice of law rules. Venue for any such action relating to this Contract shall be in the Los Angeles County Superior Court.
20. **ATTORNEYS' FEES:** If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Contract or because of an alleged dispute, breach, default or misrepresentation in connection with this Contract, the prevailing party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to any other relief to which the party may be entitled.
21. **NOTICES:** Except as otherwise required by law, any notice, request, direction, demand, payment, consent, waiver, approval or other communication required or permitted to be given hereunder to City shall not be effective unless it is given in writing and shall be

delivered (a) in person or (b) by certified mail, postage prepaid, and addressed to City at the address stated below, or at such other address as City may hereafter notify Contractor in writing as aforementioned:

To CITY:

City of Artesia  
**Adrian Fajardo, Management Analyst**  
18747 Clarkdale Avenue  
Artesia, California, 90701  
Telephone number: (562) 865-6262

To CONTRACTOR:

**South Coast Painters, Inc.**  
**28364 S Western Avenue #465**  
**Rancho Palos Verdes, CA 90275**  
**Telephone Number: (310) 938-0368**

If sent by mail, any notice, tender, demand, delivery or other communication shall be deemed effective three business days after it has been deposited in the United States mail. For purposes of communicating these time frames, weekends and federal, State, religious, County of Los Angeles or City holidays shall be excluded. No communication via facsimile or electronic mail shall be effective to give any such notice or other communication hereunder.


22. EXHIBITS: All Exhibits constitute a part of this Contract and are incorporated into this Contract by this reference. If any inconsistency exists or arises between a provision of this Contract and a provision of any exhibit, or between a provision of this Contract and a provision of Contractor's proposal, the provisions of this Contract shall control.
23. ENTIRE AGREEMENT: This Contract, including any other documents incorporated herein by reference, represents the entire integrated agreement between City and Contractor and supersedes all prior or contemporaneous negotiations, representations, agreements, understandings and statements, written or oral. This Contract may only be modified or amended, or provisions or breach may be waived, by written agreement signed by both Parties. The provision of this Contract shall govern over any inconsistent provisions contained in any Exhibit.
24. NON-WAIVER OF TERMS, RIGHTS AND REMEDIES: Waiver by either party of any one or more of the conditions of performance under this Contract shall not be a waiver of any other condition of performance under this Contract. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.


25. SEVERABILITY: Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be valid under applicable law. If any term or portion of this Contract is determined by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remaining provisions of this Contract shall nevertheless continue in full force and effect and shall in no way be affected, impaired or invalidated.

IN WITNESS WHEREOF, the Parties hereto have caused these present to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.


**CITY OF ARTESIA,**  
a California municipal corporation


**SOUTH COAST PAINTING**  
a California corporation

  
Abel Avalos (Oct 16, 2024 11:10 PDT)  
Abel Avalos, City Manager


  
Bobbie Manitikas, President

ATTEST:

  
Jennifer Alderete (Oct 21, 2024 08:35 PDT)  
Jennifer Alderete, City Clerk

  
Bobbie Manitikas, Secretary

APPROVED AS TO FORM:

  
HongDao Nguyen, City Attorney

## Exhibit A

### SCOPE OF WORK

Proposal Submitted To	Primary Contact	Email	Phone
City of Artesia	Adrian Fajardo	<b>afajardo@cityofartesia.us</b>	<b>562-844-7963</b>
Address: 18750 Clarksdale			
Artesia, CA			
		<b>Project Name and Address</b> Artesia Park Community Center	<b>Proposal Date:</b> 9/24/2024



**Bonds: Lesron Insurance Agency**



**1440 North Harbor Blvd. Suite #610 Fullerton, CA 92835**  
**License # 0792430**

**Workers Compensation: BBSI Barrett Business Services Inc.**  
**330 Golden Shore Suite 170**  
**Long Beach CA 90802 # 619-665-3677**  
**2024-06-01**

**General Liability: Orr & Associates Insurance services**  
**CA license #OE63493**  
**Automobile Liability: Orr & Associates Insurance Services**  
**Department of Industrial Relations Registration No. 1000577895**

**Federal Tax ID No. 47-272541**

#### **1.0 PRODUCTS AND GENERAL PREP:**

All materials shall be per specifications and delivered to the project in original containers bearing the Manufacturers name and code. All materials to comply with current requirements of the Environmental agencies or other local, state and federal requirements.

#### **Preparation of various surfaces include:**

<b>Stucco /Cement / Plaster</b>	<b>pressure wash as needed to remove loose dirt, rust, failing product from surface. Surfaces will be allowed to completely dry before application of primer and or paint products.</b>
<b>Wood</b>	<b>removing and dust or foreign matter and caulk areas with a greater gap of 1/8 to 1/4 inch in width.</b>
<b>Metal</b>	<b>loose rust, scale or peeling paint removed either by wire brush, scraping, or sanding as required. A metal cleaner or degreaser will be used to clean surfaces from dirt, grease, oils, or salt build up. Surfaces will either be rubbed with cloth or scrubbed with a stiff wire brush depending on condition of surface. All surfaces to be rinsed with water and allowed to completely dry before application of any primer/ rustoleum and or paint. Dunn Edwards Aristo-shield urethane or Sherwin Williams Pro Industrial urethane</b>

<b>EXCLUSIONS</b>	<b>Factory finished surfaces, black metal railings</b>
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### **1.1 Paint Manufacturer and Color Choice:**

Project to specify paint manufacturer, all paint applications applied per manufacturer recommendations. Color choice per owner.

Number of color choices per this bid: (Two)

### **1.1 Job Supervision:**

A Project Manager /Crew leader will be on site. They will be responsible to assure all equipment and materials needed are present, and that the scope of work is being followed. All our employees are in-house, and our crew have worked with us for over fifteen years.

### **1.2 Change Orders:**

Any changes to this agreement including additional work required, shall be set forth in writing and signed by both parties before the changes, or additional work is said to be complete.

## **2.0 GENERAL CONDITIONS**

### **2.1 Job Safety:**

South Coast Painting will take all necessary precautions when it comes to job-safety. South Coast Painting will make all necessary protective arrangements to prevent project operations from damaging the premises or other operations.

### **2.2 Storage:**

South Coast Painting will keep all materials and equipment involved for the project stored in appropriate containers or adequately marked and secured locations.

### **2.3 Facilities:**

South Coast Painting will provide portable toilets in a designated area as agreeable by Owner, or Owner will make available facilities for the use during said project.

### **2.4 Utilities:**

Owner of property will make available water and electricity as needed for the completion of project described.

### **2.5 Debris:**

South Coast Painting will perform all work in an orderly fashion as to clear worksite from unnecessary debris. All work-related trash or clutter will be managed daily. South Coast Painting will also remove all equipment and materials upon completion of project.

## **2.6 Permits:**

Owner will obtain all necessary licenses and or permits required for all or any portion of the work to be completed. South Coast Painting will furnish upon request copies of any certificates and or other documents as evidence of compliance with applicable laws, ordinances, or other regulations from various agencies or departments as needed.

## **2.7 Notices:**

When applicable South Coast Painting will post all notices to residents one week prior to scheduled work progress. Notices will be placed in common areas, front doors, etc. to provide resident adequate time to prepare and remove items from balconies or patios as needed. Contractor cannot be held responsible for any items left out by resident.

## **2.8 Insurance / Liability:**

South Coast Paintings shall provide appropriate worker's compensation coverage and liability insurance to protect against any South Coast Painting negligence.

## **3.0 SCHEDULE AND WARRANTY**

### **3.1 Project estimated time of completion: 15 Calendar days**

The contractor will not be responsible for delays caused by fire, natural acts, or for any delay related to the management that is deemed out of control of the contractor.

### **3.2 Warranty:**

South Coast Painting shall provide Warranty for all paint and labor against peeling and flaking for the term of one year from the agreement date herein. Warranty excludes any failure of previous coatings. Warranty does not cover termites, water damage, splitting, or warping wood on this project.

## **4.0 SCOPE OF WORK**

- Complete exterior painting of the Community Center Building to include stucco walls, block walls, doors, frames, trim and metal A/C wall covers on roof Paint manufacturer Sherwin Williams or Dunn Edwards
- Interior walls and doors Room A. Interior walls and doors Room B.
- Interior walls and doors West side room

**Exhibit B**

**FEE SCHEDULE**

Payment will become due at the **completion of the project** and the final walk thru has been approved.

<b>Service</b>	<b>Cost</b>
Exterior Painting	\$41,900.00
Interior Painting	\$13,300.00
<b>Total</b>	<b>\$55,200.00</b>

## Exhibit C

### CITY INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Contract carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Five Million Dollars (\$5,000,000) per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Contract with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of the Work under this Contract, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Exhibit C.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Contractor has no employees while performing the Work under this Contract, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this **Exhibit C** shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under Section 6 of the Contract.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Contract shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Contract shall not prohibit Contractor and Contractor's employees, agents or subcontractors from

waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Contract during the term of this Contract. The commercial general and automobile liability policies required under this Contract shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under Contract is canceled or reduced in coverage or limits, Contractor shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Contract in full force and effect during the term of this Contract, or in the event any of Contractor's policies do not comply with the requirements under this **Exhibit C**, City may either immediately terminate this Contract or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of the Work under this Contract, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Contract. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 10 of this Contract.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Work under this Contract to maintain insurance coverage that meets all of the requirements of this **Exhibit C**.

## Exhibit D

### LABOR CODE AND PREVAILING WAGE REQUIREMENTS

1. Contractor acknowledges that the Project, as defined in this Contract between Contractor and the City, to which this Terms for Compliance with California Labor Law Requirements is incorporated by reference, is a “public work” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Contractor acknowledges that this Contract is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Contractor shall perform all Work on the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this **Exhibit D**.

3. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Contract are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Contract.

4. The Project is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Contract by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned sections for all apprenticeable occupations. Prior to commencing Work under this Contract, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Contract, Contractor and each of its subcontractors shall submit

to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

8. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Contract by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

9. Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

10. For every subcontractor who will perform work on the Project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.



12. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with this Contract, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive expiration or termination of this Contract.

**Exhibit E**

Bond No. \_\_\_\_\_

**PAYMENT BOND  
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Artesia ("Public Agency"), State of California, has awarded to \_\_\_\_\_ ("Principal") a contract (the "Contract") to \_\_\_\_\_.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_

\_\_\_\_\_  
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of \_\_\_\_\_ (\$\_\_\_\_\_), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

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

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

By: \_\_\_\_\_  
Its: \_\_\_\_\_

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

**FIRST AMENDMENT TO  
CONSTRUCTION AGREEMENT  
BETWEEN THE CITY OF ARTESIA AND SOUTH COAST PAINTERS, INC.**

**1. PARTIES AND DATE.**

This First Amendment to the Construction Agreement between the City of Artesia and South Coast Painters, Inc. (“Agreement”) is made and entered into on March 17, 2025, by and between the City of Artesia, a California municipal corporation (“City”) and South Coast Painters, Inc., a California corporation, (“Contractor”). The City and Contractor are collectively referred to herein as the “Parties”.

**2. RECITALS**

2.1 Agreement. The Parties entered the Agreement dated October 14, 2024 (“Agreement”)

2.2 First Amendment. The Parties now desire to amend the Agreement in order to increase the compensation and scope of work under the Agreement.

**3. TERMS**

3.1 Exhibit A. Scope of Work. Section 4.0 of Exhibit A of the Agreement is amended in its entirety and restated to read as follows:

- Complete exterior painting of the Community Center Building, three (3) outdoor restroom facilities, pump room, and snack bar. Includes stucco walls, block walls, doors, frames, trim and metal A/C wall covers on Community Center roof. Paint manufacturer Sherwin Williams or Dunn Edwards
- Interior walls and doors Room A. Interior Walls and Doors Room B.
- Interior walls and doors, West Side room.

3.2 Exhibit B. Compensation. Exhibit B of the Agreement is amended in its entirety and restated to read as follows:

“Payment will become due at the completion of the project and the final walk thru has been approved.”

Service	Cost
Exterior Painting	\$41,900.00
Interior Painting	\$13,300.00
Prep and Painting of Restrooms	\$12,600.00
Prep and Painting of Pump Room	\$2,900.00
Prep and Painting of Snack Bar	\$4,300.00
<b>Total</b>	<b>\$75,000.00</b>

### 3.3 Remaining Provisions of Agreement

Except as otherwise specifically set forth in this First Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

*[Signatures on following page]*

**SIGNATURE PAGE TO FIRST AMENDMENT COSTRUCTION AGREEMENT  
BETWEEN THE CITY OF ARTESIA AND SOUTH COAST PAINTERS, INC.**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 17<sup>th</sup> day of March, 2025.

**CITY OF ARTESIA,**  
a municipal corporation

**SOUTH COAST PAINTERS, INC**  
a California corporation

By: \_\_\_\_\_  
Abel Avalos  
City Manager

By: \_\_\_\_\_  
Bobbie Mantikas  
President

ATTEST:

By: \_\_\_\_\_  
Jennifer Alderete  
City Clerk

By: \_\_\_\_\_  
Bobbie Mantikas  
Secretary

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Best Best & Krieger LLP  
City Attorney

**CONTRACT FOR WOOD REPLACEMENT SERVICES FOR THE ALBERT O.  
LITTLE COMMUNITY CENTER PROJECT  
(Public Project under \$60,000)**

This Contract for **Wood Replacement Services at Artesia Park** ("Contract") is dated **March 17, 2025** ("Effective Date") and between the City of Artesia, a California municipal corporation ("City") and **Kilter Home Services Inc** ("Contractor"). Contractor's license number is **937284** (Class **B**).

City and Contractor are referred to herein as the "Parties."

In consideration of the Parties' performance of the promises, covenants, and conditions stated herein, the Parties agree as follows:

1. **GENERAL SCOPE OF WORK; TERM; TERMINATION:** Contractor shall procure and furnish all necessary labor, tools, materials, and expertise for the **Wood Replacement** (the "Project"), located at **Artesia Park** (the "Work") as more particularly described in the Scope of Work attached hereto as **Exhibit A**. All Work is to be performed in good and workmanlike manner and in accordance with any further written instructions, if any, of the **City Manager** or his or her designated representative. The term of this Contract shall commence upon the Effective Date and, unless terminated as provided herein, shall continue until (a) all required work is completed, (b) fully executed releases as to any and all lien rights of any and all subcontractors have been received by City, and (c) the time within which any liens, stop notices or other claims for payment by subcontractors, laborers, and/or materialmen can be asserted against City has expired.

Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Contract or the Work, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Work.

City may terminate this Contract, without cause, at any time by providing Contractor with not less than ten days' prior written notice. Provided Contractor is not then in breach, Contractor will be paid for work satisfactorily completed and for all deliverables received.

2. **TIME OF COMPLETION; LIQUIDATED DAMAGES.** Notwithstanding any other provision of this Contract, the completion date for the Work shall be on or before the date that is 45 calendar days after the issuance by City of a Notice to Proceed ("Completion Date"). Time is of the essence in this Contract.

☒ **APPLICABLE** – or – ☐ **NOT APPLICABLE**

Contractor agrees to the assessment of liquidated damages in the amount of \$250 for each calendar day the work remains incomplete beyond the Completion Date. City may deduct the amount thereof from any monies due or that may become due Contractor under this Contract. Progress payments made after the scheduled Completion Date shall not constitute a waiver of liquidated damages. Liquidated damages are not intended to

compensate City for consequential damages which City may incur from other Contractor delay claims resulting from Contractor's delay in the performance of this Contract.

3. INCORPORATION OF STANDARD SPECIFICATIONS. The 2021 edition of "Standard Specifications for Public Works Construction" ("Standard Specifications") is incorporated herein by this reference. In the event of any conflict between this Contract and the Standard Specifications, the provisions of this Contract shall control.
4. INCORPORATED DOCUMENTS TO BE CONSIDERED COMPLEMENTARY: All Exhibits attached hereto are incorporated herein by reference. The documents, payment bond, City insurance requirements, together with this written Contract (and all Exhibits, documents and laws referenced therein), shall constitute the entire agreement between the Parties as to the subject matter of this Contract. In the event of any conflict between this Contract and any Exhibit hereto, the provisions of this Contract shall control.
5. FEE SCHEDULE: Terms of payment and other applicable terms and conditions are listed in **Exhibit B** – Fee Schedule. City shall pay to Contractor for furnishing the material and doing the prescribed work according to the unit prices and/or lump sum set forth in **Exhibit B**. The acceptance of final payment by Contractor shall constitute a release by Contractor of all claims against City arising out of this Contract except those claims which (a) have been made in writing and identified by Contractor as not having been settled at that time, or (b) are based on fraud or misconduct by City.
6. INSURANCE: Contractor shall not commence work under this Contract until it has obtained insurance with the minimum required limits and coverage as specified in **Exhibit C** – City Insurance Requirements, in a company or companies acceptable to City. Contractor shall not allow any subcontractor to commence work on its subcontract until all insurance required of the subcontractor has been obtained. Contractor shall provide evidence of the required insurance to City's Risk Manager as specified in **Exhibit C**.
7. PREVAILING WAGES: Notwithstanding any statement to the contrary in Contractor's proposal or quote, City and Contractor acknowledge that the Project is a public work to which prevailing wages apply. The document titled "Labor Code and Prevailing Wage Requirements" is attached hereto as **Exhibit D**. Contractor shall comply with all provisions of **Exhibit D**.
8. BONDS.
  - a. PAYMENT BOND: ☒ **REQUIRED** – or – ☐ NOT REQUIRED  
  
Contractor shall obtain and submit a signed and notarized copy to City of a payment bond in an amount that is not less than 100% of the Maximum Compensation, and nothing in this Contract shall excuse this requirement. The required Payment Bond (Labor and Materials) form is attached hereto as Exhibit E.
  - b. PERFORMANCE BOND: NOT REQUIRED



9. **RESOLUTION OF DISPUTES:** In the event that a dispute arises between City and Contractor regarding whether the conditions materially differ, or cause a decrease or increase in Contractor's cost of or time required for performance of any part of the Work, Contractor shall not be excused from any scheduled completion date provided for by this Contract, but shall proceed with all work to be performed under this Contract. Contractor shall retain any and all rights that pertain to the resolution of disputes and protests between the Parties. In the event of any dispute or controversy with City over any matter whatsoever, Contractor shall not cause any delay or cessation in or of work, but shall proceed with the performance of the work in dispute. This includes disputed time extension requests and prices for changes. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined by mutual agreement or a court of law. Contractor will keep accurate, detailed records of all disputed work, claims and other disputed matters.

All claims arising out of or related to the Contract Documents or this Project, and the consideration and payment of such claims, are subject to the Government Claims Act (Government Code Section 810 *et seq.*) with regard to filing claims.

All such claims are also subject to Public Contract Code Section 9204 and Public Contract Code Section 20104 *et seq.* (Article 1.5), where applicable. This Contract hereby incorporates those provisions as though fully set forth herein. Thus, the Contractor or any Subcontractor must file a claim in accordance with the Government Claims Act as a prerequisite to filing a construction claim in compliance with Section 9204 and Article 1.5 (if applicable), and must then adhere to Article 1.5 and Section 9204, as applicable, pursuant to the definition of "claim" as individually defined therein.

9.1 **Intent.** Effective January 1, 1991, Section 20104 *et seq.*, of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of \$375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 *et seq.* and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with said statutes.

9.2 **Claims.** For purposes of this Section, "Claim" means a separate demand by the Contractor, after a change order duly requested in accordance with the terms of this Contract has been denied by the City, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, or (C) an amount the payment of which is disputed by the City. A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Contract Documents.

9.3 **Filing Claims.** Claims governed by this Section may not be filed unless and until the Contractor completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not

necessarily limited to the change order procedures contained herein, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the City and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

9.4 Supporting Documentation. The Contractor shall submit all claims in the following format:

9.4.1 Summary of claim merit and price, reference Contract Document provisions pursuant to which the claim is made

9.4.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules
- (E) Other

9.4.3 Chronology of events and correspondence

9.4.4 Analysis of claim merit

9.4.5 Analysis of claim cost, including calculations and supporting documents

9.4.6 Time impact analysis in CPM format

9.5 City's Response. Upon receipt of a Claim pursuant to this Section, City shall conduct a reasonable review of the Claim and, within a period not to exceed 45 days of receipt of the Claim, or as extended by mutual agreement, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 days after the City issues its written statement.

9.5.1 If City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion

of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, City shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

9.5.2 Within 30 days of receipt of a Claim, City may request in writing additional documentation supporting the Claim or relating to defenses or claims City may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor. City's written response to the Claim, shall be submitted to the Contractor within 30 Days (if the Claim is less than \$50,000, within 15 Days) after receipt of the additional documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

9.6 Meet and Confer. If the Contractor disputes City's written response, or City fails to respond within the time prescribed, the Contractor may so notify City, in writing, within 15 Days of receipt of City's response or the City's failure to respond, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, City shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

9.7 Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, City shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 Days after City issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with City and the Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

9.7.1 If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

9.7.2 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

9.7.3 Unless otherwise agreed to by City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

9.7.4 The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.

9.8 Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference or mediation.

9.9 Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of \$375,000 or less:

9.9.1 Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of these procedures. The mediation process shall provide for the selection within 15 Days by both Parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

9.9.2 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

9.9.3 In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

9.10 Government Code Claim Procedures.

9.10.1 This section does not apply to tort claims and nothing in this section is intended nor shall be construed to change the time periods for filing tort claims or actions

specified by Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

9.10.2 In addition to any and all Contract requirements pertaining to notices of and requests for adjustments to the Contract Time, Contract Price, or compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City.

9.10.3 Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the Contract Time, Contract Price, or compensation or payment for extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor may not file any action against the City.

9.10.4 A Government Code claim must be filed no earlier than the date the work is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to the Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.

9.11 Non-Waiver. City's failure to respond to a Claim from the Contractor within the time periods described in this section or to otherwise meet the time requirements of this section shall result in the Claim being deemed rejected in its entirety and shall not constitute a waiver of any rights under this section.

## 10. INDEMNIFICATION, HOLD HARMLESS, AND DUTY TO DEFEND.

### a. Indemnities for Third Party Claims.

- 1) To the fullest extent permitted by law, Contractor shall, at its sole cost and expense, defend, hold harmless and indemnify City and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively "Liabilities"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor shall bear the legal liability thereof) in the performance of this

Contract, including the Indemnitees' passive negligence, except for Liabilities arising from the active or sole negligence or willful misconduct of the Indemnitees, as determined by judicial decision or by the agreement of the Parties. Contractor shall defend the Indemnitees in any action or actions filed in connection with any Liabilities with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Contractor shall reimburse the Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

- 2) Contractor shall pay all required taxes on amounts paid to Contractor under this Contract, and indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Contract. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees. Contractor shall indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Contractor under this Contract any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this subparagraph a.2).
  - 3) Contractor shall obtain executed indemnity agreements with provisions identical to those in this Section 10 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this Contract. If Contractor fails to obtain such indemnity obligations, Contractor shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Liabilities at law or in equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Contractor's subcontractor, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Contractor's subcontractor shall bear the legal liability thereof) in the performance of this Contract, including the Indemnitees' active or passive negligence, except for Liabilities arising from the sole negligence or willful misconduct of the Indemnitees, as determined by court decision or by the agreement of the Parties.
- b. Workers' Compensation Acts not Limiting. Contractor's indemnifications and obligations under this Section 10, or any other provision of this Contract, shall not be limited by the provisions of any workers' compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to City, its officers, agents, employees and volunteers.
  - c. Insurance Requirements not Limiting. City does not, and shall not, waive any rights that it may possess against Contractor because of the acceptance by City, or the

deposit with City, of any insurance policy or certificate required pursuant to this Contract. The indemnities in this Section 10 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liabilities, tax, assessment, penalty or interest asserted against City.

- d. Survival of Terms. Contractor's indemnifications and obligations under this Section 10 shall survive the expiration or termination of this Contract.

11. **NON-DISCRIMINATION:** No discrimination shall be made in the employment of persons upon public works because of race, religious creed, ancestry, age, physical disability, mental disability, mental condition, genetic information, marital status, race, color, sex, gender, gender identity, gender expression, sexual orientation, national origin, or military and veteran status of such persons, and every Contractor for public works violating this Section is subject to all the penalties imposed for a violation of Division 2, Part 7, Chapter 1 of the Labor Code in accordance with the provisions of Section 1735 of that Code.
12. **LICENSES:** Contractor is aware of California Labor Code Sections 1777.1 and 1777.7, which prohibit Contractor or any subcontractors who have been found by the Labor Commissioner or the Director of Industrial Relations to be in violation of certain provisions of the Labor Code, from bidding on, being awarded, or performing work as a contractor or subcontractor on a public works project for specified periods of time.

Pursuant to Public Contract Code Section 6109 and California Business and Professions Code Section 7028.15, Contractor shall be licensed as required by the Contractors' State License Board of the State to perform the Work. Pursuant to Public Contract Code Section 3300 and at all times during the term of this Contract, Contractor shall possess a Class C39 California contractor's license.

Contractor has investigated and will ensure that any subcontractor possesses a valid specialty trade license in its trade as required by law.

13. **WARRANTY.** The warranty applicable to the Work pursuant to this Contract shall be as set forth in:

☐ **A.** Section 3-13.3 of the Standard Specifications.

☒ **B. Exhibit A.**

14. **ANTITRUST CLAIMS:** Pursuant to Public Contract Code Section 7103.5, Contractor offers and agrees to assign to City all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the California Business and Professions Code) arising from purchases of goods, services, or materials pursuant to this Contract. This assignment shall be made and become effective at the time City tenders final payment to Contractor without further acknowledgment by the Parties.

15. **OWNERSHIP OF DOCUMENTS AND WORK PRODUCT:** All documents, plans, specifications, reports, photographs, images, video files and media created or developed by Contractor pursuant to this Contract ("Written Products") shall be and remain the property of City without restriction or limitation upon its use, duplication or dissemination by City. All Written Products shall be considered "works made for hire," and all Written Products and any and all intellectual property rights arising from their creation, including, but not limited to, all copyrights and other proprietary rights, shall be and remain the property of City without restriction or limitation upon their use, duplication or dissemination by City. Contractor shall not obtain or attempt to obtain copyright protection as to any Written Products.

Contractor hereby assigns to City all ownership and any and all intellectual property rights to the Written Products that are not otherwise vested in City pursuant to the paragraph directly above.

Contractor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the services and the production of all Written Products produced under this Contract, and that City has full legal title to and the right to reproduce the Written Products. Contractor shall defend, indemnify and hold City, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials, harmless from any loss, claim or liability in any way related to a claim that City's use of any of the Written Products is violating federal, State or local laws, or any contractual provisions, or any laws relating to trade names, licenses, franchises, copyrights, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, equipment, devices or processes in connection with its provision of the services and Written Products produced under this Contract. In the event the use of any of the Written Products or other deliverables hereunder by City is held to constitute an infringement and the use of any of the same is enjoined, Contractor, at his or her expense, shall: (a) secure for City the right to continue using the Written Products and other deliverables by suspension of any injunction, or by procuring a license or licenses for City; or (b) modify the Written Products and other deliverables so that they become non-infringing while remaining in compliance with the requirements of this Contract. This covenant shall survive the termination of this Contract.

Upon termination, abandonment or suspension of the Project, Contractor shall deliver to City all Written Products and other deliverables related to the Project. If Contractor prepares a document on a computer, Contractor shall provide City with that document both in a printed format and in an acceptable electronic format.

16. **THIRD-PARTY CLAIM:** Pursuant to Public Contract Code Section 9201, City has full authority to compromise or otherwise settle any claim relating to this Contract at any time. City shall timely notify Contractor of the receipt of any third-party claim relating to this Contract. City shall be entitled to recover its reasonable costs incurred in providing the notification required by Public Contract Code Section 9201(b).



17. **INDEPENDENT CONTRACTOR:** Contractor is and shall at all times remain, as to City, a wholly independent contractor. The personnel performing the Work under this Contract on behalf of Contractor shall at all times be under Contractor's exclusive direction and control. Neither City nor any of its officers, officials, employees, agents, or volunteers shall have control over the conduct of Contractor or any of Contractor's employees except as set forth in this Contract, and Contractor is free to dispose of all portions of its time and activities which it is not obligated to devote to City in such a manner and to such persons, firms, or corporations as Contractor wishes except as expressly provided in this Contract. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent.

Contractor shall not, at any time or in any manner, represent that it or any of its agents, servants or employees are in any manner agents, servants or employees of City. Contractor agrees to pay all required taxes on amounts paid to Contractor under this Contract, and to indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Contract. Contractor shall fully comply with the workers' compensation law regarding Contractor and its employees, and Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with applicable workers' compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Contract any amount due to City from Contractor as a result of its failure to promptly pay to City any reimbursement or indemnification arising under this Section.

18. **ASSIGNMENT:** Contractor shall not assign or transfer any interest in this Contract or any part thereof, whether by assignment or novation, without City's prior written consent. Any purported assignment without written consent shall be null and void; and Contractor shall hold harmless, defend and indemnify City and its officers, officials, employees, agents and representatives with respect to any claim, demand or action arising from any unauthorized assignment.
19. **GOVERNING LAW AND VENUE:** Should either party to this Contract bring legal action against the other, the validity, interpretation, and performance of this Contract shall be controlled by and construed under the laws of the State, excluding California's choice of law rules. Venue for any such action relating to this Contract shall be in the Los Angeles County Superior Court.
20. **ATTORNEYS' FEES:** If any legal action or other proceeding, including action for declaratory relief, is brought for the enforcement of this Contract or because of an alleged dispute, breach, default or misrepresentation in connection with this Contract, the prevailing party shall be entitled to recover all attorneys' fees, experts' fees, and other costs actually incurred in connection with such litigation or other proceeding, in addition to any other relief to which the party may be entitled.
21. **NOTICES:** Except as otherwise required by law, any notice, request, direction, demand, payment, consent, waiver, approval or other communication required or permitted to be given hereunder to City shall not be effective unless it is given in writing and shall be

delivered (a) in person or (b) by certified mail, postage prepaid, and addressed to City at the address stated below, or at such other address as City may hereafter notify Contractor in writing as aforementioned:

To CITY:

City of Artesia  
**Adrian Fajardo, Management Analyst**  
18747 Clarkdale Avenue  
Artesia, California, 90701  
Telephone number: (562) 865-6262

To CONTRACTOR:

**Kilter Home Services, Inc.**  
**381 West Grove Ave**  
**Orange, CA 92865**  
**Attention: James Stewart**

If sent by mail, any notice, tender, demand, delivery or other communication shall be deemed effective three business days after it has been deposited in the United States mail. For purposes of communicating these time frames, weekends and federal, State, religious, County of Los Angeles or City holidays shall be excluded. No communication via facsimile or electronic mail shall be effective to give any such notice or other communication hereunder.

22. EXHIBITS: All Exhibits constitute a part of this Contract and are incorporated into this Contract by this reference. If any inconsistency exists or arises between a provision of this Contract and a provision of any exhibit, or between a provision of this Contract and a provision of Contractor's proposal, the provisions of this Contract shall control.
23. ENTIRE AGREEMENT: This Contract, including any other documents incorporated herein by reference, represents the entire integrated agreement between City and Contractor and supersedes all prior or contemporaneous negotiations, representations, agreements, understandings and statements, written or oral. This Contract may only be modified or amended, or provisions or breach may be waived, by written agreement signed by both Parties. The provision of this Contract shall govern over any inconsistent provisions contained in any Exhibit.
24. NON-WAIVER OF TERMS, RIGHTS AND REMEDIES: Waiver by either party of any one or more of the conditions of performance under this Contract shall not be a waiver of any other condition of performance under this Contract. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

25. SEVERABILITY: Whenever possible, each provision of this Contract shall be interpreted in such a manner as to be valid under applicable law. If any term or portion of this Contract is determined by a court of competent jurisdiction to be invalid, void, illegal, or unenforceable, the remaining provisions of this Contract shall nevertheless continue in full force and effect and shall in no way be affected, impaired or invalidated.

IN WITNESS WHEREOF, the Parties hereto have caused these present to be duly executed with all the formalities required by law on the respective dates set forth opposite their signatures.

**CITY OF ARTESIA,**  
a California municipal corporation

**KILTER TERMITE HOME SERVICES**  
a California corporation

\_\_\_\_\_  
Abel Avalos, City Manager

\_\_\_\_\_  
Greg McKendall, President

ATTEST:

\_\_\_\_\_  
Jennifer Alderete, City Clerk

\_\_\_\_\_  
Gregg McKendall, Secretary

APPROVED AS TO FORM:

\_\_\_\_\_  
HongDao Nguyen, City Attorney

**Exhibit A**  
**SCOPE OF WORK (attached)**



## Wood Repair Proposal

381 West Grove, Orange, CA 92865

License #: PR2272



## Wood Repair Proposal

Proposal valid until May. 18th, 2025

### Prepared For

Adrain Fajardo

Snack Bar 18750 Clarkdale Ave, Artesia, CA 90701

### Prepared By

Kilter Termite and Pest Control

James Stewart

Date and Time: 2/18/2025, 09:15:32 AM



## About Kilter Termite and Pest Control

Kilter Termite & Pest Control has been trusted to solve Southern CA homeowner's termite, rodent and pest control problems for over 30 years. Our top rated *Stay in Your Home* termite treatments, Master level *wood repair and replacement* teams, *rodent proofing and insulation services* are all guaranteed by our 2 year "No Problem" warranty. Our in-office teams are well trained, long time staff that focus on solving our customer's pest problems in the most effective, long term way possible.

**Kilter Termite & Pest Control = Problem Solved!**



## Sheathing

Sheathing is the board directly below the roof and above the rafter tails. Our Service includes:

- 1. Removing the damaged Sheathing.
- 2. Installing a new wood member.
- 3. Caulking all seams.
- 4. Priming new board prior to installation.

Fascia

Fascia is the board installed to the face of the roof rafters and our service includes:

- 1. Removing the damaged fascia.
- 2. Installing a new dried spruce fascia.
- 3. Stucco repair around replaced fascia if necessary
- 4. Caulk all seams.
- 5. Priming new board prior to installation.

Siding

Siding is an exterior finish of a building it can come in many forms, including sheet goods and liner material our service includes:

- 1. Removing the damaged siding.
- 2. Installing a new wood member.
- 3. Caulk all seams.
- 4. Repairing stucco, at the replaced siding, if necessary.
- 5. Priming new board prior to installation.

Rafter tail cutbacks

Our technicians will cut back existing raftertails behind the roof line, patch the end if necessary and prime the exposed wood. This can also be done in preperation for a new Fascia installation.



Pricing

Wood Repair Proposal	Initial/One-Time	Recurring
Sheathing		
Sheathing 2 x 6 T&G	\$4,988.00	-
Fascia		
Single Story Fascia 2 x 4-10 Priced per Linear foot	\$14,000.00	-
4x 6-8 Fascia	\$10,080.00	-
Siding		
T1-11 Siding	\$2,705.00	-
Rafter tail cutbacks		

2x 4-12 Rafertail Cutback	\$7,980.00	-
Total	\$39,753.00	



## Service Agreement

Due to the changes in wood dimensions over the years, wood installed on your home may not be an exact match to the existing materials.

## Sheathing

## Fascia

## Siding

## Rafter tail cutbacks

## Agreement Terms: Wood Replacement

### 2 Year Wood Replacement Warranty

Warranty for all wood replacement completed by Kilter Termite and Pest Control for material and workmanship.

**Painting**  
Kilter primes all exterior material. We offer painting to replaced members prior to installation at an additional fee (listed below in your agreement). We recommend that you have a professional painting contractor complete painting for larger or multiple areas . If you choose to add painting: **please provide color matched paint at the start of the service with Kilter.**  
We paint the wood to be replaced prior to installation. If the paint is not available we will install the material primed and remove the painting fee.

**Gutter Release**  
Due to the age and types of gutters Kilter assumes no responsibility for gutters that need to be disturbed during repairs. Kilter will take the utmost care in removal and replacement of gutters removed during repairs. You may need to hire a gutter company to adjust/install gutters after our repairs.

**Roof Release**  
The roof surface may need to be disturbed during some repairs, Although the utmost care will be taken, damage to the roof shingles, tile, metal or other roof coverings will/may occur. Kilter Termite and Pest Control will not assume liability or responsibility for such damage or consequential damage that will/may occur. **Kilter will replace any tiles we brake with the replacement tile(s) if provided at the property at the time of service.**

**Wood Dimensions**  
Due to the changes in wood dimensions over the years, wood installed on your home may not be an exact match to the existing materials. Kilter will replace the existing boards with the current equivalent material. If you would like an exact match, we can have the new wood milled to match existing material, there will be an additional milling fee.

## Additional Damages

If additional damages are discovered during the replacement the technician will show you the additional damages and will need to get your approval for the additional repairs prior to replacement.

## **Sheathing**

## **Fascia**

## **Siding**

## **Rafter tail cutbacks**

### **Agreement Terms: All Agreements**

#### **Automatic Billing**

If I have elected to be billed by Credit Card or ACH transfer, I agree that I will automatically be billed at the completion of each service under this agreement. I understand that I am not bound to pay bills electronically and may elect at any time to make payments and the completion of service under this agreement by alternative means by informing Kilter staff prior to completion of the service.

#### **Notice Of Cancellation**

You may cancel this transaction, without penalty or obligation, within three business days of the date of agreement. If you cancel, any payments made by you under this contract or sale, and any negotiable instrument executed by you will be returned to you within 30 business days following receipt by the seller of your cancellation notice, and any security interest arising out of the transaction will be cancelled. If you cancel, you must make available to the seller at your residence in substantially as good condition as when received, any goods delivered to you under this contract or sale, or you may, if you wish, comply with the instructions of the seller regarding the return shipment of the goods at the seller's expense and risk. If you do make the goods available to the seller and the seller does not pick them up within 20 days of the date of your notice of cancellation, you may retain or dispose of the goods without any further obligation. If you fail to make the goods available to the seller, or if you agree to return the goods to the seller and fail to do so, then you remain liable for performance of all obligations under the contract. To cancel this transaction, call, email, mail or deliver a signed and dated copy of this cancellation notice or any other written notice to 381 W Grove Ave. Orange CA 92865 or any Kilter location.

#### **Change In Law**

Kilter performs its services in accordance with the requirements of federal, state, and local law. In event of change in existing law as it pertains to the services promised herein, Kilter reserves the right to revise the annual service charge or terminate this Agreement.

#### **Entire Agreement**

The terms and conditions listed in this agreement constitute the entire agreement between the parties and no other representations or statements will be binding upon the parties. All agreements are subject to approval by Kilter management.

#### **Non-payment, Default**

In case of non-payment or default by Purchaser, Kilter has the right to terminate this Estimate and work Authorization Agreement and reasonable attorney's fee and costs of collection shall be paid by purchaser, whether suit is filed or not. In addition, interest at the highest legal rate allowed will be assessed for the period of delinquency.

#### **Chemical Information**

Virtually all pesticides have some odor that may be present for a short time after application. If you, a member of your family, a member of your staff, tenant or guest believes that you or they may have sensitivity to chemicals or chemical odor, we recommend that you not have an initial or a subsequent service performed at your premises without consulting with a physician. At your request, we will provide information about the products to be used in the areas to be treated. Purchaser releases Kilter Termite and Pest Control, its successors and/or assigns from any and all liability for sickness or injury caused by chemical odor or sensitivity.



**Warning!!** Pesticides can be harmful. Keep children and pets away from pesticide applications until dry, dissipated, or aerated. For more information, please contact Kilter Termite and Pest Control PR2272 at 1-800-454-5831

Pending Acceptance From

Prepared By

*James Stewart*

-----  
Adrain Fajardo  
IP Address: Pending  
Date and Time: Pending

-----  
Kilter Termite and Pest Control  
James Stewart  
Date and Time: 2/18/2025, 09:15:32 AM

## Exhibit B

### FEE SCHEDULE

Payment will become due at the **completion of the project** and the final walk thru has been approved.

Service	Cost
Sheathing 2 x 6 T&G	\$4,988.00
Single Story Fascia 2 x 4-10	\$14,000.00
4x 6-8 Fascia	\$10,080.00
T1-11 Siding	\$2,705.00
2x 4-12 Rafertail Cutback	\$7,980.00
<b>Total</b>	<b>\$39,753.00</b>

## Exhibit C

### CITY INSURANCE REQUIREMENTS

A. Minimum Scope and Limits of Insurance. Contractor shall procure and at all times during the term of this Contract carry, maintain, and keep in full force and effect, insurance as follows:

1) Commercial General Liability Insurance with a minimum limit of Two Million Dollars (\$2,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Five Million Dollars (\$5,000,000) per project or location. If Contractor is a limited liability company, the commercial general liability coverage shall be amended so that Contractor and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds.

2) Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Contract with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Contractor does not use any owned, non-owned or hired vehicles in the performance of the Work under this Contract, Contractor shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under subparagraph A.1) of this Exhibit C.

3) Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Contractor has no employees while performing the Work under this Contract, workers' compensation policy is not required, but Contractor shall execute a declaration that it has no employees.

B. Acceptability of Insurers. The insurance policies required under this **Exhibit C** shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self insurance shall not be considered to comply with the insurance requirements under Section 6 of the Contract.

C. Additional Insured. The commercial general and automobile liability policies shall contain an endorsement naming City, its officers, employees, agents and volunteers as additional insureds.

D. Primary and Non-Contributing. The insurance policies required under this Contract shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

E. Contractor's Waiver of Subrogation. The insurance policies required under this Contract shall not prohibit Contractor and Contractor's employees, agents or subcontractors from

waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against City.

F. Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by City. At City's option, Contractor shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Contractor shall procure a bond guaranteeing payment of losses and expenses.

G. Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Contract during the term of this Contract. The commercial general and automobile liability policies required under this Contract shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail 30 days' prior written notice to City. If any insurance policy required under Contract is canceled or reduced in coverage or limits, Contractor shall, within two business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

H. City Remedy for Noncompliance. If Contractor does not maintain the policies of insurance required under this Contract in full force and effect during the term of this Contract, or in the event any of Contractor's policies do not comply with the requirements under this **Exhibit C**, City may either immediately terminate this Contract or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Contractor's expense, the premium thereon. Contractor shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Contractor.

I. Evidence of Insurance. Prior to the performance of the Work under this Contract, Contractor shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Contract. The endorsements are subject to City's approval. Contractor may provide complete, certified copies of all required insurance policies to City. Contractor shall maintain current endorsements on file with City's Risk Manager. Contractor shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Contract have been renewed or replaced with other policies providing at least the same coverage. Contractor shall furnish such proof at least two weeks prior to the expiration of the coverages.

J. Indemnity Requirements not Limiting. Procurement of insurance by Contractor shall not be construed as a limitation of Contractor's liability or as full performance of Contractor's duty to indemnify City under Section 10 of this Contract.

K. Subcontractor Insurance Requirements. Contractor shall require each of its subcontractors that perform Work under this Contract to maintain insurance coverage that meets all of the requirements of this **Exhibit C**.

## Exhibit D

### LABOR CODE AND PREVAILING WAGE REQUIREMENTS

1. Contractor acknowledges that the Project, as defined in this Contract between Contractor and the City, to which this Terms for Compliance with California Labor Law Requirements is incorporated by reference, is a “public work” as defined in Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code (“Chapter 1”). Further, Contractor acknowledges that this Contract is subject to (a) Chapter 1, including without limitation Labor Code Section 1771 and (b) the rules and regulations established by the Director of Industrial Relations (“DIR”) implementing such statutes. Contractor shall perform all Work on the Project as a public work. Contractor shall comply with and be bound by all the terms, rules and regulations described in 1(a) and 1(b) as though set forth in full herein.

2. California law requires the inclusion of specific Labor Code provisions in certain contracts. The inclusion of such specific provisions below, whether or not required by California law, does not alter the meaning or scope of Section 1 of this **Exhibit D**.

3. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages for each craft, classification, or type of worker needed to perform the Contract are on file at City Hall and will be made available to any interested party on request. Contractor acknowledges receipt of a copy of the DIR determination of such prevailing rate of per diem wages, and Contractor shall post such rates at each job site covered by this Contract.

4. The Project is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.

5. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Contract by Contractor or by any subcontractor.

6. Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the City of the location of the records.

7. Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6 and 1777.7 and California Administrative Code Title 8, Section 200 *et seq.* concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned sections for all apprenticeable occupations. Prior to commencing Work under this Contract, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Contract, Contractor and each of its subcontractors shall submit

to the City a verified statement of the journeyman and apprentice hours performed under this Contract.

8. Contractor acknowledges that eight hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Section 1810. Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Contract by Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Contractor in excess of eight hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of eight hours per day at not less than one and one-half times the basic rate of pay.

9. Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code Section 1861, Contractor hereby certifies as follows:

“I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.”

10. For every subcontractor who will perform work on the Project, Contractor shall be responsible for such subcontractor's compliance with Chapter 1 and Labor Code Sections 1860 and 3700, and Contractor shall include in the written contract between it and each subcontractor a copy of those statutory provisions and a requirement that each subcontractor shall comply with those statutory provisions. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a periodic review of the certified payroll records of the subcontractor and upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any failure.

11. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

12. To the maximum extent permitted by law, Contractor shall indemnify, hold harmless and defend (at Contractor's expense with counsel reasonably acceptable to City) City, its officials, officers, employees, agents and independent contractors serving in the role of City officials, and volunteers from and against any demand or claim for damages, compensation, fines, penalties or other amounts arising out of or incidental to any acts or omissions listed above by any person or entity (including Contractor, its subcontractors, and each of their officials, officers, employees and agents) in connection with any work undertaken or in connection with this Contract, including without limitation the payment of all consequential damages, attorneys' fees, and other related costs and expenses. All duties of Contractor under this Section shall survive expiration or termination of this Contract.

**Exhibit E**

Bond No. \_\_\_\_\_

**PAYMENT BOND  
(LABOR AND MATERIALS)**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Artesia ("Public Agency"), State of California, has awarded to \_\_\_\_\_ ("Principal") a contract (the "Contract") to \_\_\_\_\_.

WHEREAS, under the terms of the Contract, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the Public Agency to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code.

NOW, THEREFORE, we, the undersigned Principal, and \_\_\_\_\_

\_\_\_\_\_  
(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto the Public Agency and all contractors, subcontractors, laborers, material suppliers, and other persons employed in the performance of the Contract and referred to in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code in the penal sum of \_\_\_\_\_ (\$\_\_\_\_\_), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorneys' fees, incurred by Public Agency in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this Bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this Bond.

Upon expiration of the time within which the California Labor Commissioner may serve a civil wage and penalty assessment against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1741, and upon expiration of the time within which a joint labor management committee may commence an action against the principal, any of its subcontractors, or both the principal and its subcontractors pursuant to Labor Code Section 1771.2, if the condition of this Bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.



The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or the specifications accompanying the same shall in any manner affect its obligations on this Bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

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

Dated: \_\_\_\_\_

“Principal”

“Surety”

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

(Seal)

(Seal)

Note: This Bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached. IF CONTRACTOR IS A PARTNERSHIP, ALL PARTNERS MUST EXECUTE BOND. DATE OF BOND MUST NOT BE PRIOR TO DATE OF CONTRACT. Surety companies executing Bonds must appear on the Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the State where the project is located.

# Billboard

Billboard revenue is collected by the City through lease agreements of billboards in various locations.

Fund 220		FY 2022 Actual	FY 2023 Actual	FY 2024 Budget	FY 2024 Estimate	FY 2025 Mid-Year	Budget % ▲	Budget \$ ▲
<b>Staffing Summary</b>								
No positions allocated		0.00	0.00	0.00	0.00	0.00	N/A	0.00
<b>Total FTE</b>		0.00	0.00	0.00	0.00	0.00	N/A	0.00
<b>Revenues</b>								
4710	Interest Income	\$ 2,219	\$ 12,692	\$ 15,000	\$ 15,000	\$ 15,000	0%	\$ -
4237	Billboard Revenues	\$ 150,000	\$ 155,000	\$ 150,000	\$ 150,000	\$ 165,000	10%	\$ 15,000
<b>Total Revenue</b>		\$ 152,219	\$ 167,692	\$ 165,000	\$ 165,000	\$ 180,000	9%	\$ 15,000
<b>Expenses</b>								
6110	Lobbyist	\$ 54,000	\$ 28,800	\$ 28,800	\$ -	\$ -	N/A	\$ -
6035	Contract Services				\$ -	\$ 59,553		\$ 59,553
6155	Special Contract Services				\$ 5,000	\$ 18,300		
6700	Publicity	\$ -	\$ -	\$ -	\$ -		N/A	\$ -
7250	Equipment Maintenance				\$ 11,500			
8011	Capital Equipment				\$ 79,000			
6065	Engineering/Architectural	\$ 9,794	\$ 1,500	\$ -	\$ -		N/A	\$ -
Transfer to GF		\$ -	\$ 138,892	\$ 136,000	\$ 160,000	\$ 250,000	56%	\$ 90,000
<b>Total Expenses</b>		\$ 63,794	\$ 169,192	\$ 164,800	\$ 255,500	\$ 327,853	28%	\$ 72,353
<b>Net surplus/(deficit)</b>		\$ 88,425	\$ (1,500)	\$ 200	\$ (90,500)	\$ (147,853)	63%	\$ (57,353)
<b>Ending Fund Balance</b>		\$ 546,095	\$ 544,595	\$ 544,795	\$ 454,295	\$ 306,442	-33%	\$ (147,853)

Billboard does not require General Funds Revenue for Expense Activity.



## CITY COUNCIL AGENDA REPORT

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**MEETING DATE:** March 17, 2025

**ITEM NO:** 9I.

**TO:** Mayor and Members of the City Council

**SUBJECT:** Grant Funding Update

**FROM:** Adrian Fajardo, Management Analyst

**REVIEWED AND APPROVED BY:**

Melissa Burke, Deputy City Manager  
Abel Avalos, City Manager

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**RECOMMENDATION:**

It is recommended that the City Council receive and file this report, which provides an update on the grants awarded to the City.

**BACKGROUND:**

At the February 10, 2025, City Council meeting, Mayor Taj requested an update on the grants the City has received in recent months. The City has secured funding from federal, state, and local sources to support infrastructure, emergency preparedness, and community programs.

**ANALYSIS:**

The City has successfully secured multiple grants from federal, state, and local sources, providing funding for key projects and programs. These grants help support important projects while reducing the financial burden on the City's General Fund. Staff continues to pursue additional grant opportunities to fund critical projects and improve services for residents. Below is a summary of the grants awarded, including their funding amounts and intended uses.

- **CalTrans - Climate Action & Adaptation Planning Grant - \$343,036**

This grant will fund the development of the City's first Climate Action & Adaptation Plan, which will identify strategies to reduce greenhouse gas emissions, improve climate resilience, and enhance emergency preparedness. Staff has signed the agreement and is awaiting final execution from CalTrans. Once the contract is fully executed, the City will initiate the procurement process to select a consultant who will guide the plan's development. The project's timeline will be determined in coordination with the selected consultant.

- **CalOES - Local Hazard Mitigation Plan (LHMP) Update - \$156,093**

The Local Hazard Mitigation Plan (LHMP) serves as a critical framework for identifying potential natural and human-caused hazards and developing strategies to mitigate risks, enhance resilience, and safeguard the community. The City's current LHMP, adopted in 2020, is set to expire later this year. This grant provides funding to update the plan, ensuring continued compliance with state and federal requirements and strengthening the City's ability to prepare for and respond to disasters. A key objective of the update is to expand mitigation strategies to include additional infrastructure projects that enhance the City's resilience to future hazards. Staff has received the fully executed contract and is working with CalOES to develop the

request for proposals (RFP) to procure a consultant. The consultant will conduct a comprehensive hazard assessment and facilitate the development of updated mitigation strategies.

- **Community Development Block Grant (CDBG) - Citywide Sidewalk Replacement Project - \$272,472**

This grant provides funding for the replacement of approximately 4,700 square feet of hazardous sidewalks at 39 locations citywide. These locations were identified through a citywide assessment. The project includes ADA-compliant improvements, specifically upgrades to curb ramps to enhance accessibility. This project aligns with the goals of the Community Development Block Grant (CDBG) program by improving public infrastructure to enhance safety and accessibility for residents. Construction is expected to begin this summer and take less than three months to complete.

- **California Natural Resources Act (CNRA) - Artesia Park Facilities Improvement Project - \$1,200,000**

This grant has funded several facility upgrades at Artesia Park, including roof and flooring replacements at the Community Center and improvements to the Snack Bar and Baseball Fields. The design for the new Public Service Center is ongoing and is expected to take approximately three months to reach 90% completion and develop construction documents. The next phase of the project will focus on exterior painting of the Community Center, which is scheduled to begin in late March or early April and take approximately two weeks to complete.

- **JJCPA - Youth Activities League - \$300,000**

Last summer, the City received \$300,000 to develop a Youth Activities League, a program that provides recreational activities, mentorship, and life skills development for youth. The City is still awaiting a contract from the County's Probation Department, as processing has been delayed due to staffing shortages and departmental restructuring. While awaiting the contract, staff has engaged potential partners, including the Sheriff's Youth Foundation, to support program development. Once the contract is finalized, staff will move forward with program planning, hiring staff, and conducting outreach to youth participants.

- **Artesia Botanical Garden Project:**

Overall, this project is in the design phase. An initial conceptual design was shared with the Botanical Garden Ad-Hoc Committee and a joint Commission meeting to receive feedback from the community and commissioners. A revised design which addresses keeping costs within budget, addressing fire safety and utility access and placement was then shared with the Ad-Hoc Committee and the joint Commission. The revised plans were well received and the schematic design is being presented to the City Council for approval later this evening. Once approved, development of the planning, specifications and engineering package will be developed. This project has multiple grants funding its progress:

- **Department of Housing and Urban Development Community Project Funding (HUD-CPF) - \$3,000,000**

- The grant has funded staff and administration costs and consultants for environmental studies, a topographic survey, demolition plans and assistance with developing the botanical garden design request for proposal (RFP). It will fund the project's construction costs going forward.

- **California Natural Resources Agency (CNRA) Specified Grant - \$2,000,000**

- This grant has funded pre-construction planning, site preparation, demolition and clean up of the project site.

- **LA County Regional Park and Open Space District Technical Assistance Planning (RPOSD-TAP) Grants - \$185,000**

- The City allocated the funds (only available for planning and technical assistance costs) to the Artesia Botanical Garden Project. The grant has funded environmental studies and planning and design costs.

- **State Parks Department Office of Grants and Local Services (OGALS) Specified Grant - AJ Padelford Park Expansion Project - \$4,850,000**

Currently, \$3,283,715 of the State grant has been utilized to purchase four properties and develop the first three of these properties into open space. The balance of the grant, \$1,566,285, will pay for acquisition costs of additional properties and development costs.

- **LA County RPOSD Measure A Acquisition Only Competitive Grant - \$585,000**

This grant is contributing toward the AJ Padelford Park Expansion Project. The City opened escrow with the property owners of 11936 169th St., earlier this year, which was the property submitted for the grant program.

- **CAL FIRE Urban Forest Maintenance Grant - \$252,780**

CAL FIRE advanced \$252,780 for tree maintenance to the City at the close of the grant in March 2023. The City is in the second year of its three year required maintenance period of the 421 trees planted by the grant.

- **California State Parks Per Capita Grants - \$88,000 Artesia Park/ \$100,500 AJ Padelford Park**

The City is currently wrapping up two grants for improvements at Artesia Park and AJ Padelford Park. At Artesia Park the completed improvements include the mini pitch and related electrical work. At AJ Padelford Park the improvements included removing the handball wall, purchasing outdoor exercise equipment and replacing playground components, security upgrades and resurfacing the basketball court. Resurfacing the court will occur by the end of March, weather permitting, and following the resurfacing, the outdoor exercise equipment will be installed.

- **Federal Road Grant (Congresswoman Steel) - \$6,000,000**

The City was notified in the fall that our request for funding to complete road rehabilitation in the amount of \$6,000,000 was allocated in the federal budget. The City has submitted the application for the funds to the California Department of Transportation and is awaiting a grant agreement for execution.

#### **RECOMMENDED COUNCIL ACTION:**

It is recommended that the City Council receive and file this report, which provides an update on the grants awarded to the City.



# CITY COUNCIL AGENDA REPORT

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**MEETING DATE:** March 17, 2025

**ITEM NO:** 9J.

**TO:** Mayor and Members of the City Council

**SUBJECT:** Amendment No. 1 to Professional Service Agreement for Professional Planning Services  
With Willdan

**FROM:** Carmen Zambrano, Management Analyst

**REVIEWED AND APPROVED BY:**

Melissa Burke, Deputy City Manager  
Jamie Murguia, Finance Manager  
HongDao Nguyen, City Attorney  
Abel Avalos, City Manager

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**RECOMMENDATION:**

Staff recommends that the City Council, by motion:

1. Approve, and authorize the City Manager to execute on their behalf, Amendment No. 1 to the Professional Services Agreement with Willdan Engineering to complete the Housing Element and Mixed-Use Overlay projects and provide staff augmentation services, for a not-to-exceed amount of \$450,000.
2. Approve a budget amendment to the Housing Authority Fund.

**BACKGROUND:**

On October 14, 2024 the City Council approved an agreement with Willdan Engineering for \$215,000 to provide planning services related to the Housing Element and Mixed-Use Overlay Project from July 1, 2023 through June 30, 2025. The consultant has been assisting with finalizing the Sites Inventory, reviewing and responding to edits from City staff and the State, and preparing necessary documents for Planning Commission and City Council presentations.

**ANALYSIS:**

In order to meet California Department of Housing and Community Development (HCD) timelines for the completion of the Housing Element, the City requested additional support from Willdan on the project. A portion of the contract increase is the result of bringing a second planner on board to assist the City with the Housing Element. This increase can be funded through the City's Housing Authority following approval of a budget amendment for this fund.

In addition, following the vacancy of the Community Development Director, an Interim Planning Manager was brought on to temporarily run the department until positions can be filled. As a result, the Agreement has been amended to include staff augmentation services in the scope of work to provide flexibility in meeting the City's planning needs during the extended term of the agreement.

The proposed amendment extends the consultant's contract to March 31, 2026, adding staff augmentation services to support the Planning Department's workload and ensure compliance with state planning requirements. The amendment also increases the contract amount to \$450,000 to cover the extended term and expanded scope of work. The consultant, under the supervision of the City Manager, will provide both remote and in-person support as needed.

Key tasks include finalizing the Mixed-Use Overlay Ordinance and completing the Housing Element, ensuring consistency between the two. The Amendment calls for the Mixed-Use Overlay Project to be complete by June 30, 2025 and the Housing Element to be approved by HCD by March 31, 2026. This amendment will help the City meet critical HCD deadlines while providing essential temporary staffing and oversight for successful project completion.

**FISCAL IMPACT:**

The City Council approved the the Fiscal Year 2024-25 Mid-Year Budget on February 10, 2025, which accounted for increased contracts costs for the Planning Department of \$384,777, about \$140,000 of this increase was budgeted to fund the staff augmentation in this Amendment No. 1.

Staff is recommending the City Council approve the budget amendment to the Housing Authority Fund to provide the additional support brought on to complete the Housing Element. The budget amendment includes funding for this Agreement for \$50,000 along with an additional \$60,000 for other consultants assisting with the completion of the project.

Amendment No. 1 includes a total not-to-exceed amount of \$450,000 from July 1, 2023 through March 31, 2025. Costs incurred in the next fiscal year will be included in the proposed Fiscal Year 2025-26 Budget.

**RECOMMENDED COUNCIL ACTION:**

Staff recommends that the City Council, by motion:

1. Approve, and authorize the City Manager to execute on their behalf, Amendment No. 1 to the Professional Services Agreement with Willdan Engineering to complete the Housing Element and Mixed-Use Overlay projects and provide staff augmentation services, for a not-to-exceed amount of \$450,000.
2. Approve a budget amendment to the Housing Authority Fund.

**Attachments**

[Willdan Professional Service Agreement 10-22-24.pdf](#)

[Willdan Amendment No. 1](#)

[Housing Authority Budget Update.pdf](#)

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF ARTESIA AND WILL DAN ENGINEERING**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 14<sup>TH</sup> day of OCTOBER 2024, by and between the City of Artesia, a municipal corporation, organized under the laws of the State of California ("City") and **WILL DAN ENGINEERING a CALIFORNIA CORPORATION** with its principal place of business at **13191 CROSSROADS PARKWAY NORTH, SUITE 405, INDUSTRY, CA, 91746-3443** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Consultant.**

Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing **Planning Services related to Housing Elements and Mixed-Use Overlay projects** to public clients, is licensed in the State of California, and is familiar with the plans of City.

**2.2 Project.**

City desires to engage Consultant to render such professional services for the **Housing Element and Mixed-Use Overlay** project ("Project") as set forth in this Agreement.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional **Planning** consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2023, to June 30, 2025**, unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

**3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this



Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: **Christine Kudija, Principal Planner for the Mixed-Use Overlay and Chad Brown, Associate Planner for the Housing Element.**

3.2.5 City's Representative. The City hereby designates **Abel Avalos, City Manager**, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee.

3.2.6 Consultant's Representative. Consultant hereby designates **Salvador Lopez, Director of Planning**, or his/her designee, to act as its representative for the performance of this Agreement ("Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of the Consultant for all purposes under this Agreement. The Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.7 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at

all reasonable times.

3.2.8 Standard of Care; Performance of Employees. Consultant shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.9 Period of Performance. Consultant shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Consultant shall also perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be separately agreed upon in writing by the City and Consultant ("Performance Milestones"). Consultant agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such Performance Milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.10 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.2.10.1 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or

termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.3 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.4 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

### 3.2.11 Insurance.

3.2.11.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.11.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$1,000,000 per occurrence and no less than \$2,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$1,000,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.2.11.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled, or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled, or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled, or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.11.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.11.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, 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.

3.2.11.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.11.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.11.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

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

3.2.11.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

#### 3.2.11.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, 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.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.11.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.2.12 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local,

state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.

### **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **TWO HUNDRED AND FIFTEEN THOUSAND DOLLARS (\$215,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. The City Manager will have authority to approve Extra Work within 10% of the total compensation.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice, no later than the fifteenth (15<sup>th</sup>) calendar day of each month, which indicates work completed and hours of Services rendered by Consultant during the prior month. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "C" may be adjusted at the time of renewal as set forth in Exhibit "C."

### **3.4 Labor Code Requirements.**

3.4.1 Prevailing Wages. Consultant is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Consultant agrees to fully comply with such Prevailing Wage Laws. City shall provide Consultant with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Consultant shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Consultant's principal place of business and at the project site. It is the intent of the parties to effectuate the requirements of sections 1771, 1774, 1775, 1776, 1777.5, 1813, and 1815 of the Labor Code within this Agreement, and Consultant shall therefore comply with such Labor Code sections to the fullest extent required by law. Consultant shall defend, indemnify and hold the City, its officials, officers, employees, agents, and volunteers free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

3.4.2 Registration/DIR Compliance. If the Services are being performed on a public works project of over \$25,000 when the project is for construction, alteration, demolition, installation, or repair work, or a public works project of over \$15,000 when the project is for maintenance work, in addition to the foregoing, then pursuant to Labor Code sections 1725.5 and 1771.1, the Consultant and all subconsultants must be registered with the Department of Industrial Relations ("DIR"). Consultant shall maintain registration for the duration of the project and require the same of any subconsultants. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements, including the submission of payroll records directly to the DIR. Any stop orders issued by the DIR against Consultant or any subconsultant that affect Consultant's performance of services, including any delay, shall be Consultant's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Consultant caused delay and shall not be compensable by the City. Consultant shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Consultant or any subconsultant.

3.4.3 Labor Certification. By its signature hereunder, Consultant certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

### **3.5 Accounting Records.**

3.5.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data,



documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.6 General Provisions.**

#### **3.6.1 Termination of Agreement.**

3.6.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.6.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.6.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.6.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Willdan Engineering  
13191 Crossroads Parkway North, Suite 405  
Industry, CA 91746  
ATTN: **Salvador Lopez Jr., Director of Planning**

City: City of Artesia  
18747 Clarkdale Avenue  
Artesia, California 90701  
ATTN: **Abel Avalos, City Manager**

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

#### **3.6.3 Ownership of Materials and Confidentiality.**

3.6.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in

any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.6.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.6.3.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.6.3.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.6.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.6.3.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.6.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

### 3.6.5 Indemnification.

3.6.5.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.6.5.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is

defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.6.6 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.6.7 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.6.8 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.6.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.6.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.6.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.6.12 Assignment; Subcontracting. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.6.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work

days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.6.14 Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. The City Manager shall have the authority to authorize changes to the Agreement that do not change the compensation of the Agreement.

3.6.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.6.16 No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.6.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.6.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.6.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.6.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.


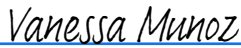
3.6.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

**SIGNATURE PAGE TO**  
**PROFESSIONAL SERVICES AGREEMENT BY AND**  
**BETWEEN THE CITY OF ARTESIA AND WILLDAN**  
**ENGINEERING**



IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**CITY OF ARTESIA**


**WILLDAN ENGINEERING**

By:  <small>Abel Avalos (Oct 19, 2024 11:19 PDT)</small>	By:  <small>Vanessa Munoz (Oct 15, 2024 17:24 PDT)</small>
Abel Avalos City Manager	Vanessa Munoz President

*Attest:*

 <small>Jennifer Alderete (Oct 21, 2024 08:34 PDT)</small>	By:  <small>Kate Nguyen (Oct 17, 2024 09:17 PDT)</small>
Jennifer Alderete City Clerk	Kate Nguyen Secretary

*Approved as to Form:*

  
\_\_\_\_\_  
HongDao Nguyen  
City Attorney

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

Consultant will serve as a Planning Consultant and will work under the City Manager's supervision. The consultant will work online with communication through emails and digital meetings, and in person for any needed meetings and presentations with regards to the Housing Element and Mixed-Use Overlay Project during the adoption process.

Consultant will assist with the completion of the following:

- Wrap up Mixed-Use Overlay Project
  - Finalize Sites Inventory write up and updates
  - Continued development/review/finalization of MUO Ordinance (this overlaps both projects in some sections on section)
  - Complete Community Benefit outlines
  - Consolidate all the components of the Housing Element and complete final editing
    - Programs for the current Housing Cycle
    - Affirmatively Furthering Fair Housing section
    - Meaningful Actions section
    - Constraints review
    - Sites Inventory
    - Mapping
  - Review and respond to City Staff edits
  - Review of another round of edits from the State
  - Complete Programs Implementation Action Plan
- Prepare for and present the Housing Element to the Planning Commission and City Council

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES**

Consultant shall complete services between July 1, 2023, and June 30, 2025.

Housing Element Resubmission shall be completed and submitted to the California Housing and Community Development Department HCD by December 31, 2024.

The Mixed-Use Overlay Project will be completed by June 30, 2025.



**EXHIBIT "C"**  
**COMPENSATION**

The billing rate for Consultant's services is \$176.00/hour for the Associate Planner and \$208.00/hour for the Principal Planner. The total compensation shall not exceed TWO HUNDRED AND FIFTEEN THOUSAND (\$215,000).












# Willdan PSA HE and MUO 10-9-24

Final Audit Report

2024-10-22

Created:	2024-10-15
By:	Carmen Zambrano (czambrano@cityofartesia.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAnoSIRZZqveFGealxv3deYlyXiX-YDIMf

## "Willdan PSA HE and MUO 10-9-24" History


-  Document created by Carmen Zambrano (czambrano@cityofartesia.us)  
2024-10-15 - 9:42:28 PM GMT
-  Document emailed to Vanessa Munoz (vmunoz@willdan.com) for signature  
2024-10-15 - 9:42:34 PM GMT
-  Email viewed by Vanessa Munoz (vmunoz@willdan.com)  
2024-10-16 - 0:23:40 AM GMT
-  Document e-signed by Vanessa Munoz (vmunoz@willdan.com)  
Signature Date: 2024-10-16 - 0:24:12 AM GMT - Time Source: server
-  Document emailed to Kate Nguyen (knguyen@willdan.com) for signature  
2024-10-16 - 0:24:14 AM GMT
-  Email viewed by Kate Nguyen (knguyen@willdan.com)  
2024-10-17 - 4:16:30 PM GMT
-  Document e-signed by Kate Nguyen (knguyen@willdan.com)  
Signature Date: 2024-10-17 - 4:17:19 PM GMT - Time Source: server
-  Document emailed to Abel Avalos (aavalos@cityofartesia.us) for signature  
2024-10-17 - 4:18:25 PM GMT
-  Email viewed by Abel Avalos (aavalos@cityofartesia.us)  
2024-10-19 - 6:18:39 PM GMT
-  Document e-signed by Abel Avalos (aavalos@cityofartesia.us)  
Signature Date: 2024-10-19 - 6:19:10 PM GMT - Time Source: server
-  Document emailed to Jennifer Alderete (jalderete@cityofartesia.us) for signature  
2024-10-19 - 6:19:11 PM GMT

 Email viewed by Jennifer Alderete (jalderete@cityofartesia.us)

2024-10-21 - 3:33:39 PM GMT

 Document e-signed by Jennifer Alderete (jalderete@cityofartesia.us)

Signature Date: 2024-10-21 - 3:34:05 PM GMT - Time Source: server

 Document emailed to Hong Dao Nguyen (hongdao.nguyen@bbklaw.com) for signature


2024-10-21 - 3:34:08 PM GMT

 Email viewed by Hong Dao Nguyen (hongdao.nguyen@bbklaw.com)

2024-10-22 - 5:16:44 PM GMT

 Signer Hong Dao Nguyen (hongdao.nguyen@bbklaw.com) entered name at signing as HongDao Nguyen

2024-10-22 - 5:18:04 PM GMT

 Document e-signed by HongDao Nguyen (hongdao.nguyen@bbklaw.com)

Signature Date: 2024-10-22 - 5:18:06 PM GMT - Time Source: server

 Agreement completed.

2024-10-22 - 5:18:06 PM GMT

**CITY OF ARTESIA**  
**AMENDMENT NO. 1 TO**  
**PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN THE CITY OF ARTESIA AND WILL DAN ENGINEERING**

**1. PARTIES AND DATE.**

This First Amendment to the Agreement is entered into on this 17<sup>th</sup> day of March, 2025, by and between the City of Artesia, a municipal corporation, organized under the laws of the State of California ("City") and **WILL DAN ENGINEERING a CALIFORNIA CORPORATION** with its principal place of business at **13191 CROSSROADS PARKWAY NORTH, SUITE 405, INDUSTRY, CA, 91746-3443** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Project.**

The parties desire to amend the Agreement, dated October 14, 2024, in order to extend the term, expand the scope of services, and increase the total compensation under the Agreement for the **Housing Element, Mixed-Use Overlay, and Staff Augmentation** project ("Project") as set forth in this First Amendment.

**3. TERMS.**

**3.1 Scope of Services and Term.**

Term. Section 3.1.2 "Term" of the Agreement is amended in its entirety to read as follows:

"The term of this Agreement shall be from **July 1, 2023, to March 31, 2026** ("Amended Term") unless earlier terminated as provided herein. Consultant shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services."

**3.2 Fees and Payments.**

Compensation. Section 3.3.1 "Compensation" of the Agreement is amended in its entirety to read as follows:

"Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000)** without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. The City Manager will have authority to approve Extra Work within 10% of the total compensation."

**3.3 Exhibit “A” - Scope of Services.**

“Exhibit A – Scope of Services,” is hereby amended in its entirety and replaced with the attached “Exhibit A – Scope of Services (Revised March 17, 2025).”

**3.4 Exhibit “B” - Schedule of Services.**

“Exhibit B – Schedule of Services,” is hereby amended and in its entirety and replaced with the attached “Exhibit B – Schedule of Services (Revised March 17, 2025).”

**3.5. Exhibit “C” – Compensation.**

“Exhibit C – Compensation,” is hereby amended in its entirety and replaced with the attached “Exhibit C – Compensation (Revised March 17, 2025).”

Exhibits “A,” “B,” and “C” are hereby incorporated by reference.”

**3.6 General Provisions.**

Except as otherwise specifically set forth in this First Amendment, the remaining provisions of this Agreement shall remain in full force and effect.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE TO AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF ARTESIA AND WILL DAN ENGINEERING**

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Agreement on this 17<sup>TH</sup> day of March, 2025.

**CITY OF ARTESIA**

**WILL DAN ENGINEERING**

By: \_\_\_\_\_  
Abel Avalos  
City Manager

By: \_\_\_\_\_  
Vanessa Munoz  
President

ATTEST:  
  
\_\_\_\_\_  
Jennifer Alderete  
City Clerk

\_\_\_\_\_  
Kate Nguyen  
Secretary

*Approved as to Form:*

\_\_\_\_\_  
HongDao Nguyen  
City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES (REVISED MARCH 17, 2025)**

Consultant will serve as a Planning Consultant. The consultant will provide staff augmentation services as needed to support the City's planning functions. Consultant will work online with communication through emails and digital meetings, and in person for any needed meetings and presentations with regard to the Housing Element and Mixed-Use Overlay Project during the adoption process.

Consultant will assist with the completion of the following:

- Wrap up Mixed-Use Overlay Project
- Finalize Sites Inventory write-up and updates
- Continued development/review/finalization of MUO Ordinance (this overlaps both projects in some sections)
- Complete Community Benefit outlines
- Consolidate all the components of the Housing Element and complete final editing:
  - Programs for the current Housing Cycle
  - Affirmatively Furthering Fair Housing section
  - Meaningful Actions section
  - Constraints review
  - Sites Inventory
  - Mapping
- Review and respond to City Staff edits
- Review another round of edits from the State
- Complete Programs Implementation Action Plan
- Prepare for and present the Housing Element to the Planning Commission and City Council
- Provide staff augmentation services to support planning functions as needed

**EXHIBIT "B"**  
**SCHEDULE OF SERVICES (REVISED MARCH 17, 2025)**

Consultant shall complete the services between July 1, 2023 and March 31, 2026

Housing Element Resubmission shall be completed and approved by the California Department of Housing and Community Development Department (HCD) by March 31, 2026.

The Mixed Use Overlay Project shall be complete by June 30, 2025.



**EXHIBIT "C"**  
**COMPENSATION (REVISED MARCH 17, 2025)**

The billing rate for Consultant's services is:

- \$176.00/hour for the Associate Planner
- \$208.00/hour for the Principal Planner
- \$224.00/hour for the Planning Director

The total compensation shall not exceed Four Hundred Fifty Thousand Dollars (\$450,000).

# Artesia Housing Authority Fund

The Artesia Housing Authority serves as a foundation to build affordable housing units.

Fund 200		FY 2022 Actual	FY 2023 Actual	FY 2024 Budget	FY 2024 Estimate	FY 2025 Mid-Year	Budget % ▲	Budget \$ ▲
<b>Staffing Summary</b>								
	Community Development Director	0.00	0.05	0.00	0.05	0.05	0%	0.00
	Housing Projects Manager	0.75	0.00	0.75	0.00	0.00	N/A	0.00
	Management Analyst	0.75	0.25	0.75	0.25	0.15	-40%	-0.10
	<b>Total FTE</b>	1.50	0.30	1.50	0.30	0.20	-33%	-0.10
<b>Revenues</b>								
4710	Interest	\$ 3,236	\$ 16,254	\$ 20,000	\$ 20,000	\$ 18,000	-10%	\$ (2,000)
4720	Rental Income	\$ 78,507	\$ 78,507	\$ 78,500	\$ 78,500	\$ 86,358	10%	\$ 7,858
	<b>Total Revenue</b>	\$ 81,743	\$ 94,761	\$ 98,500	\$ 98,500	\$ 104,358	6%	\$ 5,858
<b>Expenses</b>								
<b>Personnel</b>								
	Salaries and Wages	\$ -	\$ 28,448	\$ 30,468	\$ 30,468	\$ 17,872	-41%	\$ (12,596)
	Other Pay	\$ -	\$ -	\$ -	\$ -	\$ 1,700	N/A	\$ 1,700
	Benefits, and Payroll Expenses	\$ -	\$ 6,002	\$ 7,383	\$ 6,949	\$ 6,977	0%	\$ 28
	<b>Total Personnel</b>	\$ -	\$ 34,450	\$ 37,851	\$ 37,417	\$ 26,549	-29%	\$ (10,868)
<b>Salaries &amp; Wages</b>								
5010	Full Time	\$ -	\$ 28,448	\$ 30,468	\$ 30,468	\$ 17,872	-41%	\$ (12,596)
	<b>Total Salaries &amp; Wages</b>	\$ -	\$ 28,448	\$ 30,468	\$ 30,468	\$ 17,872	-41%	\$ (12,596)
<b>Other Pay</b>								
5012	Retention Bonus					\$ 700	N/A	\$ 700
5140	Accrued Leave Buy Back	\$ -	\$ -	\$ -	\$ -	\$ 1,000	N/A	\$ 1,000
	<b>Total Other Pay</b>	\$ -	\$ -	\$ -	\$ -	\$ 1,700	N/A	\$ 1,700
<b>Benefits</b>								
5225	Retirement - Employer Contr.		\$ 272	\$ 842	\$ 1,702	\$ 1,506	-12%	\$ (196)
5235	PERS - Unfunded Liability					\$ 2,355	N/A	\$ 2,355
5250	Medicare/FICA Tax	\$ -	\$ 595	\$ 442	\$ 442	\$ 259	-41%	\$ (183)
5315	Health Insurance	\$ -	\$ 4,808	\$ 5,409	\$ 4,115	\$ 1,934	-53%	\$ (2,181)
5320	457 Match	\$ -	\$ 171	\$ 176	\$ 176	\$ 536	205%	\$ 360
5325	FSA Contribution	\$ -	\$ -	\$ 207	\$ 207	\$ 237	14%	\$ 30
5410	Auto Allowance		\$ 156	\$ 210	\$ 210	\$ 150	-29%	\$ (60)
5415	Cell Phone	\$ -	\$ -	\$ 97	\$ 97	\$ -	N/A	\$ (97)
	<b>Medicare Tax</b>	\$ -	\$ 6,002	\$ 7,383	\$ 6,949	\$ 6,977	0%	\$ 28
	<b>Total Personnel</b>	\$ -	\$ 34,450	\$ 37,851	\$ 37,417	\$ 26,549	-29%	\$ (10,868)
<b>Other Expenses</b>								
5900	Administrative Cost Allowance	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ -	N/A	\$ (10,000)
6035	Contract Services	\$ -	\$ -	\$ -	\$ 59,500	\$ 110,000	85%	\$ 50,500
6490	Dues/Subscriptions/Training					\$ 7,500	N/A	\$ 7,500
7205	Property Maintenance	\$ 425	\$ 400	\$ 5,000	\$ 5,000	\$ 2,000	-60%	\$ (3,000)
	<b>Total Other Expenses</b>	\$ 425	\$ 400	\$ 15,000	\$ 74,500	\$ 119,500	60%	\$ 45,000
	<b>Total Expenses</b>	\$ 425	\$ 34,850	\$ 52,851	\$ 111,917	\$ 146,049	30%	\$ 34,132
	<b>Net surplus/(deficit)</b>	\$ 81,318	\$ 59,911	\$ 45,649	\$ (13,417)	\$ (41,691)	211%	\$ (28,274)
	<b>Ending Fund Balance</b>	\$ 775,959	\$ 835,870	\$ 881,519	\$ 845,479	\$ 803,788	-5%	\$ (41,691)

Artesia Housing Authority Fund does not require General Funds Revenue for Expense Activity.



# CITY COUNCIL AGENDA REPORT

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**MEETING DATE:** March 17, 2025

**ITEM NO:** 9K.

**TO:** Mayor and Members of the City Council

**SUBJECT:** Amendment No. 1 to Professional Service Agreement for Professional Planning Services With Sagecrest Planning and Environmental Services

**FROM:** Carmen Zambrano, Management Analyst

**REVIEWED AND APPROVED BY:**

Melissa Burke, Deputy City Manager  
Jamie Murguia, Finance Manager  
HongDao Nguyen, City Attorney  
Abel Avalos, City Manager

---

**RECOMMENDATION:**

Staff recommends that the City Council approve and authorize the City Manager to execute on their behalf, Amendment No 1. to Professional Services Agreement for professional planning services with Sagecrest Planning and Environmental Services for a not-to-exceed amount of \$541,500.

**BACKGROUND:**

On October 14, 2024, the Artesia City Council approved a Professional Services Agreement with Sagecrest Planning and Environmental Services (Sagecrest) for a not-to-exceed amount of \$280,000 through June 30, 2025. The consultant has been providing staff augmentation services and project based planning services since September 2024.

**ANALYSIS:**

Sagecrest was originally brought for staff augmentation for the Planning Manager to allow for a recruitment to occur however, a replacement has not yet been found to fill the position and continued staff augmentation is necessary. Additionally, a vacancy occurred in the Assistant Planner position in February 2025, and additional staff augmentation is necessary until this position is filled. Sagecrest is currently providing staff augmentation for the Planning Manager and the Assistant Planner to ensure consistent services are provided to the community during the transition. The consultant is continuing to provide support for project based planning services and large scale developments. In addition to the above, Sagecrest is now assisting with the completion of the Housing Element to ensure the City meets the California Department of Housing and Community Development timelines, the cost of which is accounted for in the budget amendment to the Housing Authority Fund.

The proposed amendment extends the consultants contract to December 31, 2025 and increases the contract amount to \$541,500 to cover the expanded services and extended term. The consultant, under the supervision of the City Manager, will provide both remote and in-person support as needed.

Key tasks include:

- General planning services such as business operations, planning commission, counter hours, and general Planning Division services;
- Special projects including the Downtown Specific Plan and Housing Element; and

- Applicant based project work on large development projects, environmental analysis, and other related tasks which are funded by applicant fees and deposits.

**FISCAL IMPACT:**

The City Council approved the the Fiscal Year 2024-25 Mid-Year Budget on February 10, 2025, which accounted for increased contracts costs for the Planning Department of \$384,777, about \$200,000 of this increase was budgeted to fund the staff augmentation in this Amendment No. 1.

The approval of the budget amendment to the Housing Authority Fund provided for additional support to be brought on to complete the Housing Element. The budget amendment includes funding for this Agreement for \$60,000 along with an additional \$50,000 for other consultants assisting with the completion of the project.

Amendment No. 1 includes a total not-to-exceed amount of \$541,500 from October 14, 2024 through December 31, 2025. Applicant-based projects are funded through fees and deposits, and do not effect the General Fund. Costs incurred in the next fiscal year will be included in the proposed Fiscal Year 2025-26 Budget.

**RECOMMENDED COUNCIL ACTION:**

Staff recommends that the City Council approve and authorize the City Manager to execute on their behalf, Amendment No 1. to Professional Services Agreement for professional planning services with Sagecrest Planning and Environmental Services for a not-to-exceed amount of \$541,500.

**Attachments**

[Sagecrest Amendment 3-6-25.pdf](#)

[Sagecrest Professional Service Agreement 9-30-2024.pdf](#)

**CITY OF ARTESIA**  
**AMENDMENT NO. 1 TO**  
**PROFESSIONAL SERVICES AGREEMENT**  
**BETWEEN THE CITY OF ARTESIA AND SAGECREST PLANNING AND ENVIRONMENTAL**  
**SERVICES**

**1. PARTIES AND DATE.**

This First Amendment to the Agreement is entered into on this 17<sup>th</sup> day of March, 2025, by and between the City of Artesia, a municipal corporation, organized under the laws of the State of California ("City") and **Sagecrest Planning and Environmental Services, a California Corporation**, with its principal place of business at **27128 Paseo Espada, Suite 1524, San Juan Capistrano, California, 92675** ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 Project.**

The parties desire to amend the Agreement, dated October 14<sup>th</sup>, 2024, in order to extend the term, expand the scope of work, and increase the total compensation under the Agreement **for staff augmentation for the position of interim planning manager and assistant planner as well as general project management support on large-scale projects, collectively, "Planning Services"** ("Project") as set forth in this First Amendment.

**3. TERMS.**

**3.1 Scope of Services and Term.**

Term. Section 3.1.2 "Term" of the agreement is amended in its entirety to read as follows:

"The term of this Agreement shall be from **September 30, 2024, to December 31, 2025** unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two additional one-year terms."

**3.2 Fees and Payments.**

Compensation. Section 3.3.1 "Compensation" of the Agreement is amended in its entirety to read as follows:

"Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" as amended, attached hereto and incorporated herein by reference. The total compensation amount shall not exceed **Five Hundred Forty-One Thousand Five Hundred Dollars (\$541,500)** without written approval from the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. The City Manager will have authority to approve Extra Work within 10% of the total compensation."

### **3.3 Exhibit “A” – Scope of Services.**

“Exhibit A – Scope of Services,” is hereby amended in its entirety and replaced with the attached “Exhibit A – Scope of Services (Revised March 17, 2025).”

### **3.4 Exhibit “B” - Payment Rates and Schedule.**

“Exhibit B – Payment Rates and Schedule,” is hereby amended in its entirety and replaced with the attached “Exhibit B – Payments Rates and Schedule (Revised March 17, 2025).”

### **3.5 General Provisions.**

Except as otherwise specifically set forth in this First Amendment, the remaining provisions of this Agreement shall remain in full force and effect.

**[SIGNATURES ON NEXT PAGE]**

**SIGNATURE PAGE TO AMENDMENT NO. 1 TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF ARTESIA AND SAGECREST PLANNING AND ENVIRONMENTAL  
SERVICES**

IN WITNESS WHEREOF, the Parties have executed this First Amendment to Agreement on this 17<sup>TH</sup> day of March, 2025.

**CITY OF ARTESIA**

**SAGECREST PLANNING AND  
ENVIRONMENTAL SERVICES**

By: \_\_\_\_\_  
Abel Avalos  
City Manager

By: \_\_\_\_\_  
Amy Vazquez  
President

ATTEST:  
  
\_\_\_\_\_  
Jennifer Alderete  
City Clerk

\_\_\_\_\_  
Name  
Secretary

*Approved as to Form:*

\_\_\_\_\_  
HongDao Nguyen  
City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES (Revised March 17, 2025)**

**Sagecrest Planning and Environmental Services** will support the City with staff augmentation services to fill the planning manager and assistant planner position and will provide project management support for large-scale projects.

Staff Augmentation Services will include:

- Planning counter staffing at City Hall for general public, residents, and permit applicants. Tasks include high-quality customer service and responsiveness, answering planning and zoning questions, reviewing and approving over-the-counter permits, handling general inquiries, and conducting follow-up research as needed.
- Processing zoning verifications and various ministerial permits such as business event permits, sign permits, home occupation certificates, and other planning applications.
- Performing plan check functions for various projects, reviewing building permit applications for compliance with applicable zoning standards, regulations, policies, approved development plans, and conditions of approval.
- Preparation of technical planning staff reports, ordinances/resolutions, legal notices, CEQA documents, and presentations.
- Participation in public hearings and presentations, including preparation and presentation of written and oral reports to community groups, Planning Commission, and City Council. This includes developing recommendations and resolutions, and attendance at evening and weekend meetings.
- Conducting field evaluations and assessments to ensure projects comply with zoning codes, design regulations, and approved plans.
- Plan check and permit-related expenses will be offset by user fees.

Project Management Services will be assigned by City based on application submission, and may include:

- Project management for discretionary applications (e.g., site development permits, use permits, variances, zone text amendments, zone changes, general plan amendments, and general municipal code amendments). This involves application and plan review, coordination with other City departments and outside agencies, correspondence with applicants, background research, ensuring compliance with CEQA, and monitoring project implementation to verify substantial conformance with approved plans, conditions of approval, and mitigation measures.
- Coordination with qualified subconsultants to prepare technical studies and environmental documents in compliance with CEQA for City projects and private developments. This includes preparation of Notices of Exemption, Negative Declarations, Mitigated Negative Declarations, and Environmental Impact Reports.
- Facilitation of special projects and long-range planning initiatives, including surveys, study sessions on regulations under consideration, text amendments to adopt or modify regulations, general plan amendments, zone changes, and Housing Element implementation.
- Technical review and assessment of historic resources.
- The Consultant is to inform the City when work completed on a project constitutes 90% of the deposit amount retained by the City. The Consultant is not to continue work beyond the deposit amount retained by the City. The Consultant is not to commence or recommence work until a copy of a new deposit receipt for funds to undertake the project has been received by the Consultant. The City is not responsible for payment of invoices in an amount exceeding the deposit retained by the City for a project.

**EXHIBIT "B"**  
**PAYMENT RATES AND SCHEDULE**  
**(Revised March 17, 2025)**



Billing for consulting services will be based on the time and materials needed to perform such services. Sagecrest will perform consulting services based on the following breakdown of classification of hourly rates for key personnel as identified below:

**Hourly Billing Rates:**

Position	Hourly Rate
President	\$240.00
Vice President/Planning Director	\$220.00
Planning Manager	\$200.00
Principal Planner	\$160.00
Senior Planner	\$140.00
Associate Planner	\$120.00
Assistant Planner	\$90.00
Planning Aide	\$80.00
Minutes Clerk/Planning Administration	\$60.00

Projects will be completed within the term of the Agreement.

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF ARTESIA AND SAGECREST PLANNING AND ENVIRONMENTAL  
SERVICES**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 14th day of October 2024, by and between the City of Artesia, a municipal corporation, organized under the laws of the State of California ("City") and Sagecrest Planning and Environmental Services, a California Corporation, with its principal place of business at 27128 Paseo Espada, Suite 1524, San Juan Capistrano, California, 92675 ("Consultant"). City and Consultant are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. RECITALS.**

**2.1 City and Consultant.**

2.1.1 The City requires Consultant services for staff augmentation for the position of planning manager as well as general project management support on large-scale projects, collectively, "Planning Services."

2.1.2 Consultant desires to perform and assume responsibility for the provision of certain professional services required by the City on the terms and conditions set forth in this Agreement. Consultant represents that it is experienced in providing planning services to public clients and is familiar with the plans of City.

**2.2 Services.**

Consultant shall perform the Planning Services, as more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference, as directed by the City Manager or their designee.

**3. TERMS.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Consultant promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional planning services. The services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from September 30, 2024, to June 30, 2025, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two (2) additional one-year terms.

### **3.2 Responsibilities of Consultant.**

3.2.1 Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Consultant or under its supervision. Consultant will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Consultant shall not be employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Consultant shall perform the Services in a prompt and timely manner and in accordance with any deadlines set forth by the City. Consultant represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Consultant shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Consultant shall be subject to the approval of City.

3.2.4 Substitution of Key Personnel. Consultant has represented to City that certain key personnel will perform and coordinate the Services under this Agreement. Should one or more of such personnel become unavailable, Consultant may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Consultant cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. The key personnel for performance of this Agreement are as follows: Art Bashmakian, AICP, Senior Project Manager.

3.2.5 City's Representative. The City hereby designates **Abel Avalos, City Manager**, or his designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Consultant but not the authority to enlarge the Scope of Services or change the total compensation due to Consultant under this Agreement. The City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Scope of Services or change the Consultant's total compensation subject to the provisions contained in Section 3.3 of this Agreement. Consultant shall not accept direction or orders from any person other than the City Manager, City's Representative or his/her designee. Consultant's Representative shall supervise and direct the Services, using his/her best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Consultant agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Consultant shall perform all

Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Consultant represents and maintains that it is skilled in the professional calling necessary to perform the Services. Consultant warrants that all employees and subconsultants shall have sufficient skill and experience to perform the Services assigned to them. Consultant represents that it, its employees and subconsultants have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Consultant shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Consultant's failure to comply with the standard of care provided for herein. Any employee of the Consultant or its subconsultants who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Consultant and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Laws and Regulations; Employee/Labor Certification. Consultant shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Consultant shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause.

3.2.8.1 Employment Eligibility; Consultant. Consultant certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Consultant certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement.

3.2.8.2 Equal Opportunity Employment. Consultant represents that it is an equal opportunity employer and it shall not discriminate against any subconsultant, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Consultant shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.8.3 Air Quality. To the extent applicable, Consultant must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the South Coast Air Quality Management District (SCAQMD) and/or California Air Resources Board (CARB). Consultant shall indemnify City against any fines or penalties imposed by SCAQMD, CARB, or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Consultant, its subconsultants, or others for whom Consultant is responsible under its indemnity obligations provided for in this Agreement.

3.2.8.4 Safety. Consultant shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed.

### 3.2.9 Insurance.

3.2.9.1 Time for Compliance. Consultant shall not commence work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this section. In addition, Consultant shall not allow any subconsultant to commence work on any subcontract until it has provided evidence satisfactory to the City that the subconsultant has secured all insurance required under this section. Failure to provide and maintain all required insurance shall be grounds for the City to terminate this Agreement for cause.

3.2.9.2 Types of Insurance Required. As a condition precedent to the effectiveness of this Agreement for work to be performed hereunder, and without limiting the indemnity provisions of the Agreement, the Consultant, in partial performance of its obligations under such Agreement, shall procure and maintain in full force and effect during the term of the Agreement the following policies of insurance. If the existing policies do not meet the insurance requirements set forth herein, Consultant agrees to amend, supplement or endorse the policies to do so.

(A) Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$2,000,000 per occurrence and no less than \$3,000,000 in the general aggregate. Defense costs shall be paid in addition to the limits. The policy shall contain no endorsements or provisions (1) limiting coverage for contractual liability; (2) excluding coverage for claims or suits by one insured against another (cross-liability); (3) products/completed operations liability; or (4) containing any other exclusion(s) contrary to the terms or purposes of this Agreement.

(B) Automobile Liability Insurance: Automobile Liability Insurance with coverage at least as broad as Insurance Services Office Form CA 0001 covering "Any Auto" (Symbol 1), or the exact equivalent, covering bodily injury and property damage for all activities with limits of not less than \$600,000 combined limit for each occurrence.

(C) Workers' Compensation: Workers' Compensation Insurance, as required by the State of California and Employer's Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury and disease. If Consultant has no employees while performing under this Agreement, worker's compensation insurance is not required, but Consultant shall execute declaration that it has no employees.

(D) Professional Liability (Errors & Omissions): Professional Liability insurance or Errors & Omissions insurance appropriate to Consultant's profession with limits of not less than \$1,000,000. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusions that may potentially affect the work to be performed (for example, any exclusions relating to lead, asbestos, pollution, testing, underground storage tanks, laboratory analysis, soil work, etc.). If coverage is written on a claims-made basis, the retroactive date shall precede the effective date of the initial Agreement

and continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least five (5) years from termination or expiration of this Agreement.

3.2.9.3 Insurance Endorsements. Required insurance policies shall contain the following provisions, or Consultant shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:

(A) Commercial General Liability: (1) Additional Insured: The City, its officials, officers, employees, agents, and volunteers shall be additional insureds with regard to liability and defense of suits or claims arising out of the performance of the Agreement. Additional Insured Endorsements shall not (1) be restricted to "ongoing operations"; (2) exclude "contractual liability"; (3) restrict coverage to "sole" liability of Consultant; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Consultant shall provide endorsements in the form of ISO CG 20 10 10 01 and 20 37 10 01 (or endorsements providing the exact same coverage) to effectuate this requirement. (2) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(B) Automobile Liability. (1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium.

(C) Professional Liability (Errors & Omissions): 1) Cancellation: Required insurance policies shall not be canceled or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Contractual Liability Exclusion Deleted: This insurance shall include contractual liability applicable to this Agreement. The policy must "pay on behalf of" the insured and include a provision establishing the insurer's duty to defend.

(D) Workers' Compensation: (1) Cancellation: Required insurance policies shall not be canceled, or the coverage reduced until a thirty (30) day written notice of cancellation has been served upon the City except ten (10) days shall be allowed for non-payment of premium. (2) Waiver of Subrogation: A waiver of subrogation stating that the insurer waives all rights of subrogation against the City, its officials, officers, employees, agents, and volunteers.

3.2.9.4 Primary and Non-Contributing Insurance. All policies of Commercial General Liability and Automobile Liability insurance shall be primary and any other insurance, deductible, or self-insurance maintained by the City, its officials, officers, employees, agents, or volunteers shall not contribute with this primary insurance. Policies shall contain or be endorsed to contain such provisions.

3.2.9.5 Waiver of Subrogation. All required insurance coverages, except for the professional liability coverage, shall contain or be endorsed to waiver of subrogation in favor of the City, its officials, officers, employees, agents, 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.

3.2.9.6 Deductibles and Self-Insured Retentions. Any deductible or self-insured retention must be approved in writing by the City and shall protect the City, its officials, officers, employees, agents, and volunteers in the same manner and to the same extent as they would have been protected had the policy or policies not contained a deductible or self-insured retention.

3.2.9.7 Evidence of Insurance. The Consultant, concurrently with the execution of the Agreement, and as a condition precedent to the effectiveness thereof, shall deliver either certified copies of the required policies, or original certificates on forms approved by the City, together with all endorsements affecting each policy. Required insurance policies shall not be in compliance if they include any limiting provision or endorsement that has not been submitted to the City for approval. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15 days) prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or reduced and not replaced immediately so as to avoid a lapse in the required coverage, Consultant shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies.

3.2.9.8 Acceptability of Insurers. Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to transact business of insurance in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law.

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

3.2.9.10 Requirements Not Limiting. Requirement of specific coverage or minimum limits contained in this Section are not intended as a limitation on coverage, limits, or other requirement, or a waiver of any coverage normally provided by any insurance.

3.2.9.11 Additional Insurance Provisions

(A) The foregoing requirements as to the types and limits of insurance coverage to be maintained by Consultant, and any approval of said insurance by the City, is not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Consultant pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

(B) If at any time during the life of the Agreement, 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.

(C) The City may require the Consultant to provide complete copies of all insurance policies in effect for the duration of the Project.

(D) Neither the City nor any of its officials, officers, employees, agents or volunteers shall be personally responsible for any liability arising under or by virtue of this Agreement.

(E) The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Consultant from liability in excess of such coverage, nor shall it limit the Consultant's indemnification obligations to the City and shall not preclude the City from taking such other actions available to the City under other provisions of the Agreement or law.

(F) Consultant shall report to the City, in addition to Consultant's insurer, any and all insurance claims submitted by Consultant in connection with the Services under this Agreement.

3.2.9.12 Insurance for Subconsultants. Consultant shall include all subconsultants engaged in any work for Consultant relating to this Agreement as additional insureds under the Consultant's policies, or the Consultant shall be responsible for causing subconsultants to purchase the appropriate insurance in compliance with the terms of these Insurance Requirements, including adding the City, its officials, officers, employees, agents, and volunteers as additional insureds to the subconsultant's policies. All policies of Commercial General Liability insurance provided by Consultant's subconsultants performing work relating to this Agreement shall be endorsed to name the City, its officials, officers, employees, agents and volunteers as additional insureds using endorsement form ISO CG 20 38 04 13 or an endorsement providing equivalent coverage. Consultant shall not allow any subconsultant to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of subconsultant's compliance with all insurance requirements under this Agreement, to the extent applicable. The Consultant shall provide satisfactory evidence of compliance with this section upon request of the City.

3.2.10 Water Quality Management and Compliance. Consultant shall keep itself and all subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Services including, without limitation, all applicable provisions of the City's ordinances regulating water quality and storm water; the Federal Water Pollution Control Act (33 U.S.C. § 1251, *et seq.*); the California Porter-Cologne Water Quality Control Act (Water Code § 13000 *et seq.*); and any and all regulations, policies, or permits issued pursuant to any such authority. Consultant must additionally comply with the lawful requirements of the City, and any other municipality, drainage district, or other local agency with jurisdiction over the location where the Services are to be conducted, regulating water quality and storm water discharges. City may seek damages from Consultant for delay in completing the Services caused by Consultant's failure to comply with the laws, regulations and policies described in this Section, or any other relevant water quality law, regulation, or policy.



### **3.3 Fees and Payments.**

3.3.1 Compensation. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "B" attached hereto and incorporated herein by reference. The total compensation amount shall not exceed Two Hundred Eighty Thousand Dollars (\$280,000) without written approval from the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. The City Manager will have authority to approve Extra Work within 10% of the total compensation.

3.3.2 Payment of Compensation. Consultant shall submit to City a monthly invoice, no later than the fifteenth (15<sup>th</sup>) calendar day of each month, which indicates work completed and hours of Services rendered by Consultant during the prior month. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Consultant's fees, the City shall give written notice to Consultant within thirty (30) days of receipt of an invoice of any disputed fees set forth therein. Payment shall not constitute acceptance of any Services completed by Consultant. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.3 Reimbursement for Expenses. Consultant shall not be reimbursed for any expenses unless authorized in writing by City, or included in Exhibit "B" of this Agreement.

3.3.4 Extra Work. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Planning Services, but which the Parties did not reasonably anticipate would be necessary at the execution of this Agreement. Consultant shall not perform, nor be compensated for, Extra Work without prior written authorization from the City.

3.3.5 Rate Increases. In the event that this Agreement is renewed pursuant to Section 3.1.2, the rate set forth in Exhibit "B" may be adjusted at the time of renewal as set forth in Exhibit "B."

### **3.4 Accounting Records.**

3.4.1 Maintenance and Inspection. Consultant shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

### **3.5 General Provisions.**

3.5.1 Termination of Agreement.

3.5.1.1 Grounds for Termination. City may, by written notice to Consultant, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Consultant shall be compensated only for those services which have been adequately rendered to City, and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for cause.

3.5.1.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data and other information of any kind prepared by Consultant in connection with the performance of Services under this Agreement. Consultant shall be required to provide such document and other information within fifteen (15) days of the request.

3.5.1.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5.2 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Consultant: Sagecrest Planning and Environmental Services  
27128 Paseo Espada, Suite 1524  
San Juan Capistrano, California 92675  
ATTN: Amy Vazquez, President

City: City of Artesia  
18747 Clarkdale Avenue  
Artesia, California 90701  
ATTN: Abel Avalos, City Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

### 3.5.3 Ownership of Materials and Confidentiality.

3.5.3.1 Documents & Data; Licensing of Intellectual Property. This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Consultant under this Agreement ("Documents & Data"). All Documents & Data shall be and remain the property of City, and shall not be used in whole or in substantial part by Consultant on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Consultant shall provide to City reproducible copies of all Documents & Data, in a form and amount required

by City. City reserves the right to select the method of document reproduction and to establish where the reproduction will be accomplished. The reproduction expense shall be borne by City at the actual cost of duplication. In the event of a dispute regarding the amount of compensation to which the Consultant is entitled under the termination provisions of this Agreement, Consultant shall provide all Documents & Data to City upon payment of the undisputed amount. Consultant shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Consultant shall retain copies of all Documents & Data on file for a minimum of fifteen (15) years following completion of the Project, and shall make copies available to City upon the payment of actual reasonable duplication costs. Before destroying the Documents & Data following this retention period, Consultant shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

3.5.3.2 Subconsultants. Consultant shall require all subconsultants to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subconsultant prepares under this Agreement. Consultant represents and warrants that Consultant has the legal right to license any and all Documents & Data. Consultant makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Consultant or its subconsultants, or those provided to Consultant by the City.

3.5.3.3 Right to Use. City shall not be limited in any way in its use or reuse of the Documents and Data or any part of them at any time for purposes of this Project or another project, provided that any such use not within the purposes intended by this Agreement or on a project other than this Project without employing the services of Consultant shall be at City's sole risk. If City uses or reuses the Documents & Data on any project other than this Project, it shall remove the Consultant's seal from the Documents & Data and indemnify and hold harmless Consultant and its officers, directors, agents and employees from claims arising out of the negligent use or re-use of the Documents & Data on such other project. Consultant shall be responsible and liable for its Documents & Data, pursuant to the terms of this Agreement, only with respect to the condition of the Documents & Data at the time they are provided to the City upon completion, suspension, abandonment or termination. Consultant shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Consultant, a party for whom the Consultant is legally responsible or liable, or anyone approved by the Consultant.

3.5.3.4 Indemnification. Consultant shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, for any alleged infringement of any patent, copyright, trade secret, trade name, trademark, or any other proprietary right of any person or entity in consequence of the use on the Project by City of the Documents & Data, including any method, process, product, or concept specified or depicted.

3.5.3.5 Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other Documents & Data either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Services. Nor shall such materials be disclosed to any person or entity not connected with the performance of the Services or the Project. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has

become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs of the Project, or any publicity pertaining to the Services or the Project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

3.5.3.6 Confidential Information. The City shall refrain from releasing Consultant's proprietary information ("Proprietary Information") unless the City's legal counsel determines that the release of the Proprietary Information is required by the California Public Records Act or other applicable state or federal law, or order of a court of competent jurisdiction, in which case the City shall notify Consultant of its intention to release Proprietary Information. Consultant shall have five (5) working days after receipt of the Release Notice to give City written notice of Consultant's objection to the City's release of Proprietary Information. Consultant shall indemnify, defend and hold harmless the City, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. City shall not release the Proprietary Information after receipt of the Objection Notice unless either: (1) Consultant fails to fully indemnify, defend (with City's choice of legal counsel), and hold City harmless from any legal action brought to compel such release; and/or (2) a final and non-appealable order by a court of competent jurisdiction requires that City release such information.

3.5.4 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.5 Indemnification.

3.5.5.1 To the fullest extent permitted by law, Consultant shall defend (with counsel of City's choosing), indemnify and hold the City, its officials, officers, employees, volunteers, and agents free and harmless from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons, including wrongful death, in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Consultant's Services, the Project or this Agreement, including without limitation the payment of all damages, expert witness fees and attorney's fees and other related costs and expenses except such loss or damage caused by the sole negligence or willful misconduct of the City. Consultant's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any, received by Consultant, the City, its officials, officers, employees, agents, or volunteers.

3.5.5.2 If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance as a "design professional" (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

3.5.6 Entire Agreement. This Agreement contains the entire Agreement of the

parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements.

3.5.7 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Consultant must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Consultant. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Consultant shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.8 Attorney's Fees. If either party commences an action against the other party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover from the losing party reasonable attorney's fees and all other costs of such action.

3.5.9 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.10 City's Right to Employ Other Consultants. City reserves right to employ other consultants in connection with this Project.

3.5.11 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.12 Assignment; Subcontracting. Consultant shall not assign, sublet, or transfer this Agreement or any rights under or interest in this Agreement without the written consent of the City, which may be withheld for any reason. Any attempt to so assign or so transfer without such consent shall be void and without legal effect and shall constitute grounds for termination. Consultant shall not subcontract any portion of the Services required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

3.5.13 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Consultant include all personnel, employees, agents, and subconsultants of Consultant, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

3.5.14 Amendment; Modification. No supplement, modification, or amendment of

this Agreement shall be binding unless executed in writing and signed by both Parties. The City Manager shall have the authority to authorize changes to the Agreement that do not change the term or compensation of the Agreement.

3.5.15 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

3.5.16 No Third-Party Beneficiaries. There are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.17 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.18 Prohibited Interests. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Consultant further agrees to file, or shall cause its employees or subconsultants to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.19 Authority to Enter Agreement. Consultant has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.20 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.21 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.


**[SIGNATURES ON NEXT PAGE]**


**SIGNATURE PAGE TO**  
**PROFESSIONAL SERVICES AGREEMENT BY AND**  
**BETWEEN THE CITY OF ARTESIA AND SAGECREST**  
**PLANNING AND ENVIRONMENTAL SERVICES**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

**CITY OF ARTESIA**

**SAGECREST PLANNING AND  
ENVIRONMENTAL SERVICES**

By:   
Abel Avalos (Oct 15, 2024 20:47 PDT)  
Abel Avalos  
City Manager


By:   
Amy Vazquez  
President

*Attest:*

By:   
Jennifer Alderete (Oct 16, 2024 08:40 PDT)  
Jennifer Alderete  
City Clerk

By: Amy Vazquez, Secretary  
Name  
Title

*Approved as to Form:*

  
HongDao Nguyen  
City Attorney

## EXHIBIT "A"

### SCOPE OF SERVICES

**Sagecrest Planning and Environmental Services** will support the City with staff augmentation services to fill the planning manager position and will provide project management support for large-scale projects.

Staff Augmentation Services will include:

- Planning counter staffing at City Hall for general public, residents, and permit applicants. Tasks include high-quality customer service and responsiveness, answering planning and zoning questions, reviewing and approving over-the-counter permits, handling general inquiries, and conducting follow-up research as needed.
- Processing zoning verifications and various ministerial permits such as business event permits, sign permits, home occupation certificates, and other planning applications.
- Performing plan check functions for various projects, reviewing building permit applications for compliance with applicable zoning standards, regulations, policies, approved development plans, and conditions of approval.
- Preparation of technical planning staff reports, ordinances/resolutions, legal notices, CEQA documents, and presentations.
- Participation in public hearings and presentations, including preparation and presentation of written and oral reports to community groups, Planning Commission, and City Council. This includes developing recommendations and resolutions, and attendance at evening and weekend meetings.
- Conducting field evaluations and assessments to ensure projects comply with zoning codes, design regulations, and approved plans.
- Plan check and permit-related expenses will be offset by user fees.

Project Management Services will be assigned by City based on application submission, and may include:

- Project management for discretionary applications (e.g., site development permits, use permits, variances, zone text amendments, zone changes, general plan amendments, and general municipal code amendments). This involves application and plan review, coordination with other City departments and outside agencies, correspondence with applicants, background research, ensuring compliance with CEQA, and monitoring project implementation to verify substantial conformance with approved plans, conditions of approval, and mitigation measures.
- Coordination with qualified subconsultants to prepare technical studies and environmental documents in compliance with CEQA for City projects and private developments. This includes preparation of Notices of Exemption, Negative Declarations, Mitigated Negative Declarations, and Environmental Impact Reports.
- Facilitation of special projects and long-range planning initiatives, including surveys, study sessions on regulations under consideration, text amendments to adopt or modify regulations, general plan amendments, zone changes, and Housing Element implementation.
- Technical review and assessment of historic resources.
- The Consultant is to inform the City when work completed on a project constitutes 90% of the deposit amount retained by the City. The Consultant is not to continue work beyond the deposit amount retained by the City. The Consultant is not to commence or



recommence work until a copy of a new deposit receipt for funds to undertake the project has been received by the Consultant. The City is not responsible for payment of invoices in an amount exceeding the deposit retained by the City for a project.

**EXHIBIT "B"**  
**PAYMENT RATES AND SCHEDULE**

Billing for consulting services will be based on the time and materials needed to perform such services. Sagecrest will perform consulting services based on the following breakdown of classification of hourly rates for key personnel as identified below:

**Hourly Billing Rates:**

Position	Hourly Rate
President	\$240.00
Vice President/Planning Director	\$220.00
Planning Manager	\$200.00
Principal Planner	\$160.00
Senior Planner	\$140.00
Associate Planner	\$120.00
Assistant Planner	\$90.00
Planning Aide	\$80.00
Minutes Clerk/Planning Administration	\$60.00

Staff Augmentation Services, as described in Exhibit A, shall not exceed Eighty Thousand Dollars (\$80,000).

Project Management Services, as described in Exhibit A, shall not exceed Two Hundred Thousand Dollars (\$200,000).

# Sagecrest Professional Services Agreement











## [FINAL]

Final Audit Report

2024-10-17

Created:	2024-10-15
By:	Carmen Zambrano (czambrano@cityofartesia.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAECFyoDnwovGvBn1FB1MjuBYjCiq_Zc_D

## "Sagecrest Professional Services Agreement [FINAL]" History

-  Document created by Carmen Zambrano (czambrano@cityofartesia.us)  
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-  Document emailed to Amy Vazquez (avazquez@sagecrestplanning.com) for signature  
2024-10-15 - 9:36:48 PM GMT
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Agreement completed.

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# CITY COUNCIL AGENDA REPORT

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**MEETING DATE:** March 17, 2025

**ITEM NO:** 9L.

**TO:** Mayor and Members of the City Council

**SUBJECT:** Allocation of Available Local Return Funds for the Completion of the Historical District Trails Project - Phase III Landscaping

**FROM:** Ernesto Sanchez, Public Works Manager

**REVIEWED AND APPROVED BY:**

Jamie Murguia, Finance Manager  
HongDao Nguyen, City Attorney  
Melissa Burke, Deputy City Manager  
Abel Avalos, City Manager

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**RECOMMENDATION:**

Staff recommends that the City Council, by motion:

1. Authorize Staff to complete the Historical District Trails Project - Phase III Landscaping using the City's available resources, and not a new third-party contractor and make a determination of exemption from CEQA;
2. Approve a budget amendment to allocate not to exceed amounts of \$38,000 in available Measure R Funds and \$250,000 in available Measure M Funds to complete the project; and
3. Authorize the City Manager to execute purchase orders that exceed his \$40,909.27 spending authority and make purchases to implement the landscape maintenance plan for the Historical District Trails Project - Phase III Landscaping in amounts that do not exceed the allocation and budget described herein.

**BACKGROUND:**

On June 8, 2015, the City Council approved the Historical District Recreational Trails Project as part of a grant application to the Los Angeles County Regional Parks and Open Space District. The project plans were approved by the City Council on May 13, 2019 and the project was divided into three phases, Phase I: Grading, Phase II: Hardscape and Amenities, and Phase III: Landscaping. Phase I and Phase II are complete and the trail was opened to the public in December of 2020. Phase III of the project includes the installation of retaining walls where grade differences were present, irrigation installation, ground cover, and installation of plants. Construction on Phase III of the project began on June 3, 2022 and the installation of retaining walls and irrigation were partially completed. The work was suspended in order to revise the project plans to address concerns from residents adjacent to the Historical District Recreational Trails.

On January 17, 2024, the City Council approved revised landscape plans that utilize drought tolerant trees and shrubs, and provide more screening for privacy. Additionally, the City Council directed Staff to install a wrought iron fence adjacent to 185<sup>th</sup> Street to provide screening and a barrier between the trail and the residential neighborhood adjacent to 185<sup>th</sup> street. The City Engineer subsequently developed plans for the construction of a six-foot wrought iron fence at this location, as well as other fencing improvements and the modification of existing retaining walls. This work was completed in early February of 2025.

On February 20, 2025, Staff released a Notice Inviting Informal Bids to complete Phase III of the project, which included repairs to the existing irrigation system and the installation of all landscaping. Staff held a mandatory pre-bid meeting on March 3, 2025 with interested contractors, but subsequently determined that the City would not receive viable bids as part of this bid solicitation. Therefore, Staff canceled the bid solicitation on March 7, 2025. In an effort to avoid further time delays associated with soliciting bids, and in order to complete this project more cost effectively, Staff proposes to complete the project using other available resources, and not a third-party contractor.

**ANALYSIS:**

The Historical District Trails Project - Phase III Landscaping scope of work includes irrigation system repairs and the installation of landscaping. Section 3-4.19(3) of the Artesia Municipal Code provides that a “Public project does not include maintenance work.” Maintenance Work is defined as “Landscape maintenance, including mowing, watering, trimming, pruning, planting, replacement of plants and servicing of irrigation and sprinkler systems.” Therefore, the City is not obligated to solicit public bids, and may elect to complete the project using the City’s available resources and not a new third-party contractor.

Staff proposes to complete the project using a combination of available resources, including the utilization of Mariposa Landscaping, Public Works Staff, and the mobilization of volunteers from organizations that the City has successfully worked with in the past. The City has a current maintenance agreement with Mariposa Landscaping that can be primarily utilized to perform specialized irrigation system repairs, and install the large and mature plants in accordance with the landscaping plans approved by the City Council on January 17, 2024. All remaining plants that do not have special requirements can be installed primarily by volunteer groups and the City’s Public Works Department through various volunteer planting events organized by the City’s Public Works Department and the Parks and Recreation Department.

Staff requests that the City Council allocate, via budget amendment, \$38,000 in available Measure R Funds and \$250,000 in available Measure M Funds to complete this project. Measure R Funds would be used for irrigation repairs and Measure M Funds would be used for costs related to the purchase and installation of landscaping. If allocated, these funds would be available to Staff for use to complete this project.

**CEQA COMPLIANCE:**

The Public Works Department has determined that the Project is statutorily and categorically exempt from the requirements of the California Environmental Quality Act (CEQA) and the City’s CEQA Guidelines. The Project is exempt under Public Resources Code Section 21080.19 and State CEQA Guidelines Section 15282(j), and is categorically exempt under the Class 1(c) exemption of State CEQA Guidelines Section 15301 because it consists of the operation, repair, maintenance, or minor alteration of an existing public facility, involving negligible or no expansion of use beyond that existing at the time of the lead agency’s determination, including existing bicycle and pedestrian trails.

**FISCAL IMPACT:**

There is no negative impact to the City’s General Fund associated with approving this item. Staff requests that the City Council allocate not to exceed amounts of \$38,000 in available Measure R Funds and \$250,000 in available Measure M Funds to complete the Historical District Trails Project - Phase III Landscaping.

**RECOMMENDED COUNCIL ACTION:**

Staff recommends that the City Council, by motion:

1. Authorize Staff to complete the Historical District Trails Project - Phase III Landscaping using the City’s available resources, and not a new third-party contractor and make a determination of exemption from CEQA;
2. Approve a budget amendment to allocate not to exceed amounts of \$38,000 in available Measure R Funds and \$250,000 in available Measure M Funds to complete the project; and

3. Authorize the City Manager to execute purchase orders that exceed his \$40,909.27 spending authority and make purchases to implement the landscape maintenance plan for the Historical District Trails Project - Phase III Landscaping in amounts that do not exceed the allocation and budget described herein.

**Attachments**

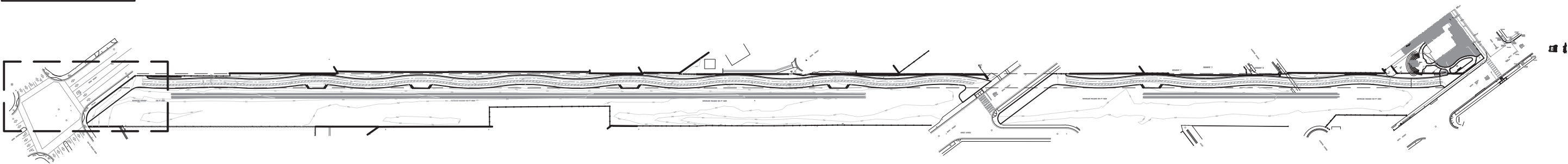
[Historical Trail Planting Plans\\_IFB-2025.02.19.pdf](#)

[March 2025 changes to Measure M and Measure R.pdf](#)



- NOTES:**
1. AMEND SOIL AS NECESSARY TO ESTABLISH PLANT GROWTH.
  2. PLANT POSITIONS SHALL BE ADJUSTED WITH THE EXISTING IRRIGATION LINES.
  3. CONTRACTOR SHALL ESTABLISH WATER FLOW TO THE EXISTING IRRIGATION LINES.

KEY MAP



SEE SHEET L-10 FOR PLANTING LEGEND  
SEE SHEET L-10 FOR PLANTING NOTES  
SEE SHEET L-10 FOR GREENSCREEN FENCE DETAIL

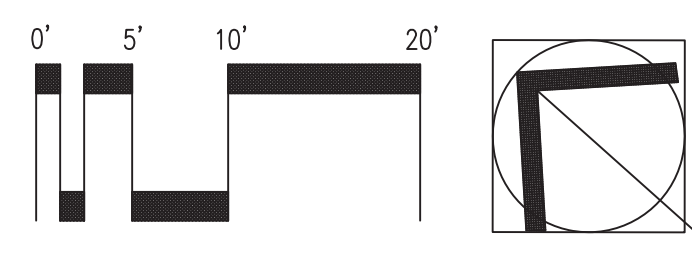
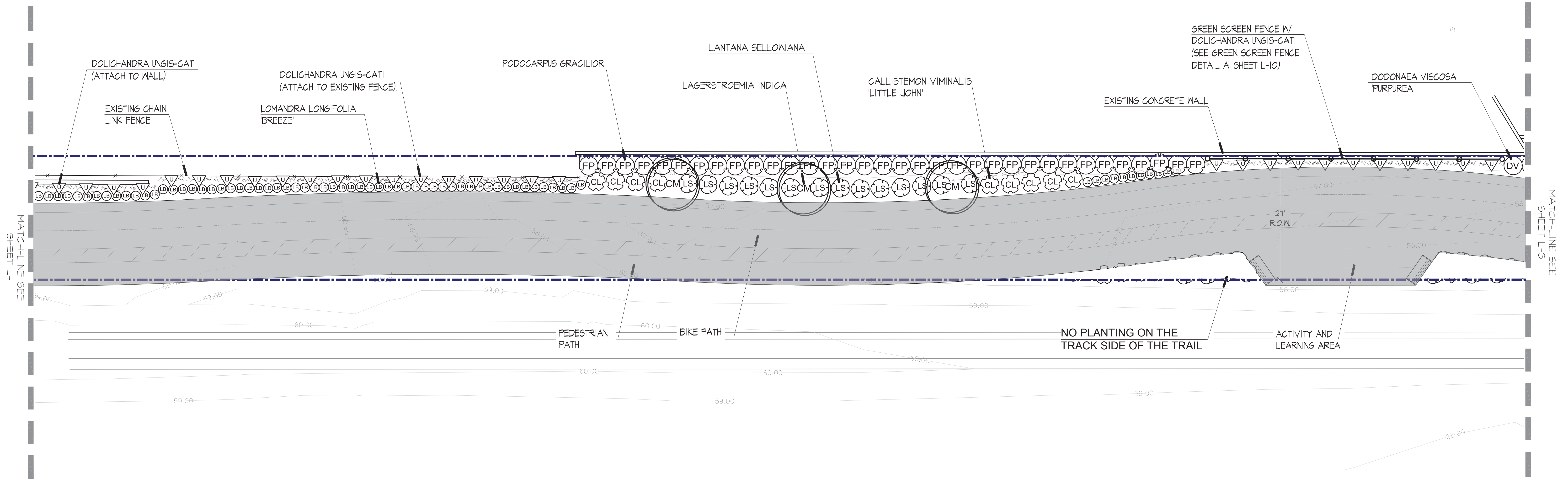
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PROPOSED PROJECT: HISTORICAL DISTRICT RECREATIONAL TRAILS			
SITE ADDRESS:	RAILROAD RIGHT-OF-WAY FOR NEW BIKE TRAIL AND WALK TRAIL	SHEET NO. <b>L-1</b> OF 10	
LEGAL DESC:	PORTION OF THE SE QUARTER OF SECTION 36, T3S, R12W, S.B.M. IN THE CITY OF ARTESIA	DATE:	
ASSESSOR'S PARCEL NOS. 7039-007-900, -901 AND 7039-010-904		SEPTEMBER 26, 2023	



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**PLANNING**  
**ASSOCIATES**

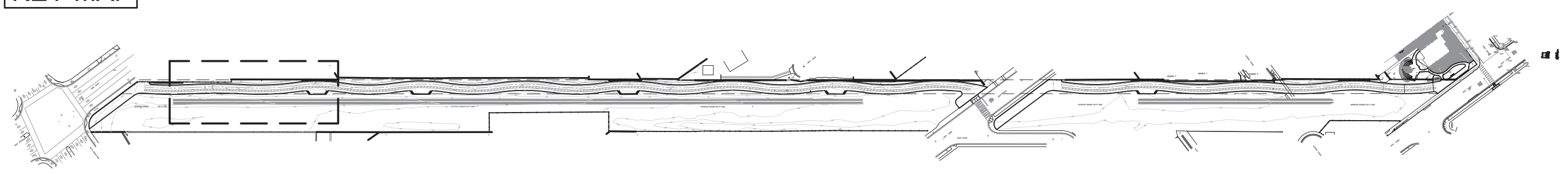
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LANDSCAPE ARCHITECTURE  
2979 STATE STREET SUITE "C"  
CARLSBAD, CA 92008  
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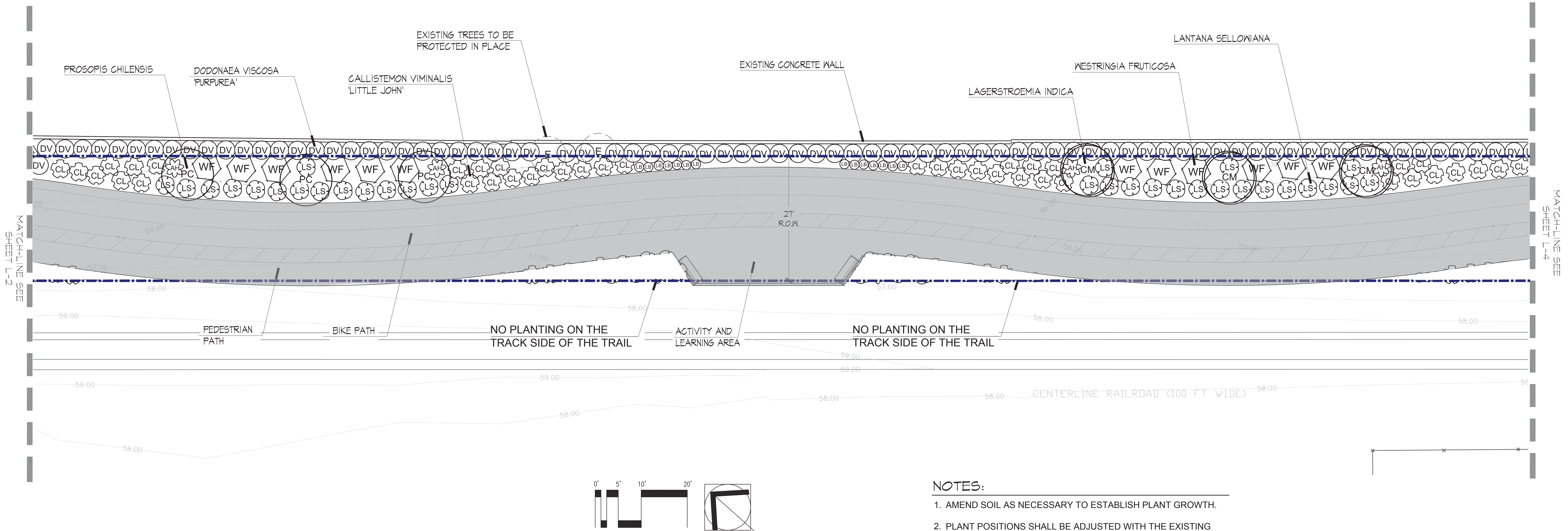


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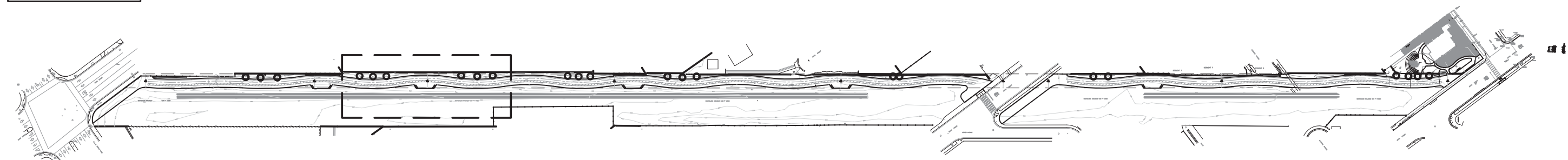
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KEY MAP

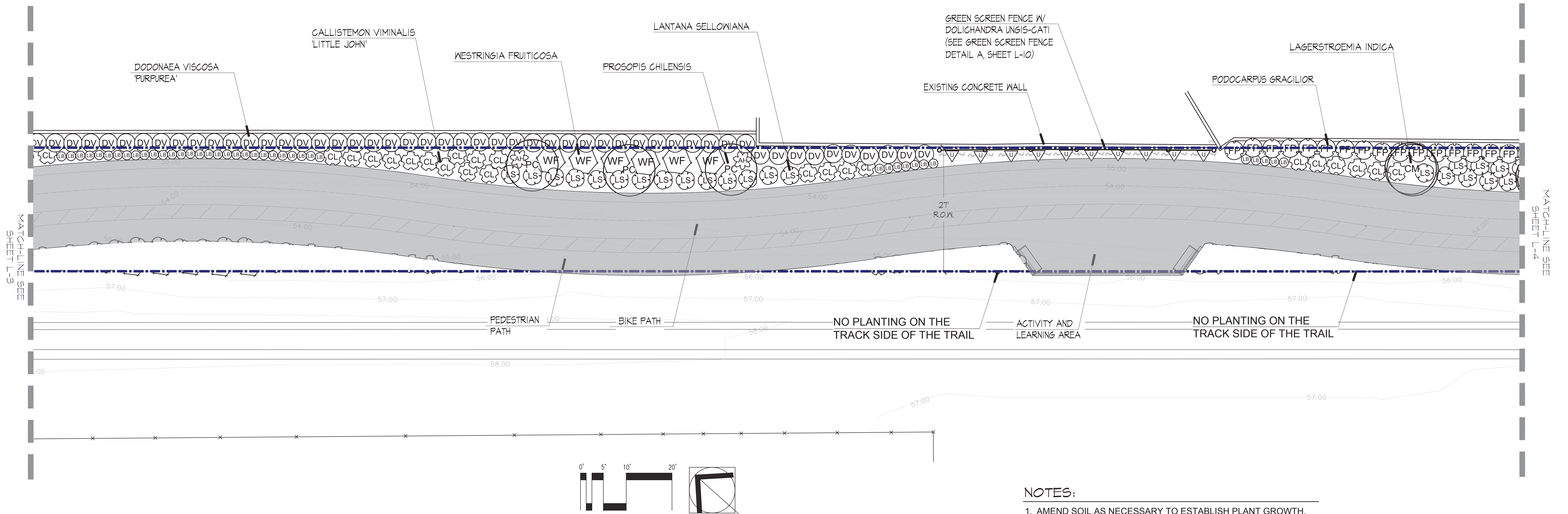


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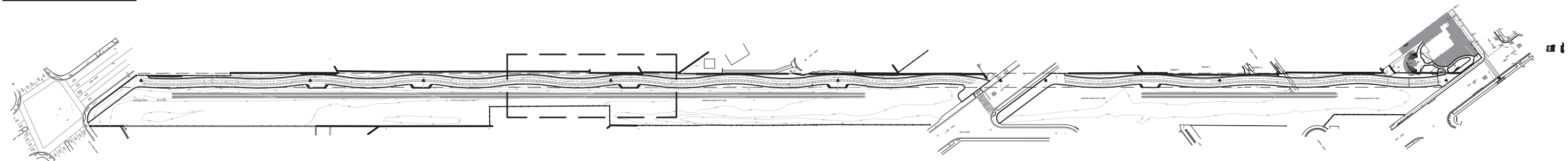
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ASSESSOR'S PARCEL NOS. 7039-007-900, -901 AND 7039-010-904		DATE:	
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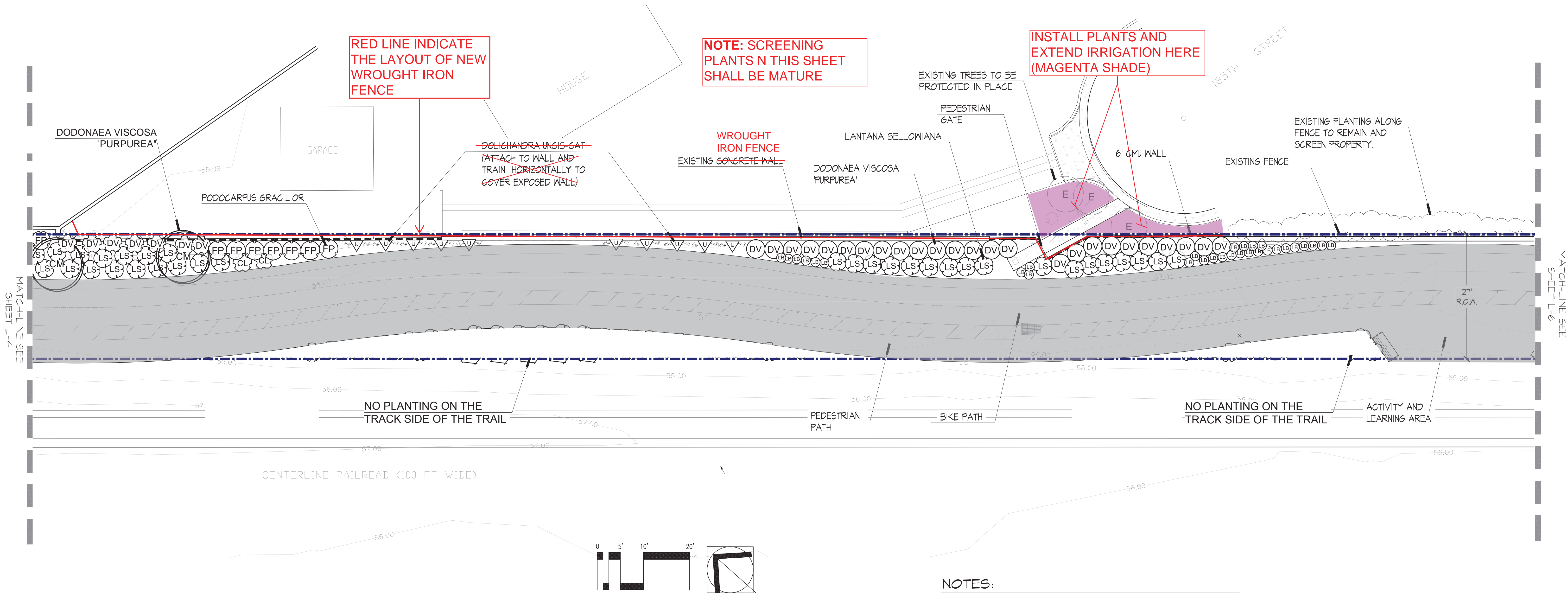
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LEGAL DESC: PORTION OF THE SE QUARTER OF SECTION 36, T3S, R12W, S.B.M. IN THE CITY OF ARTESIA		DATE: SEPTEMBER 26, 2023	
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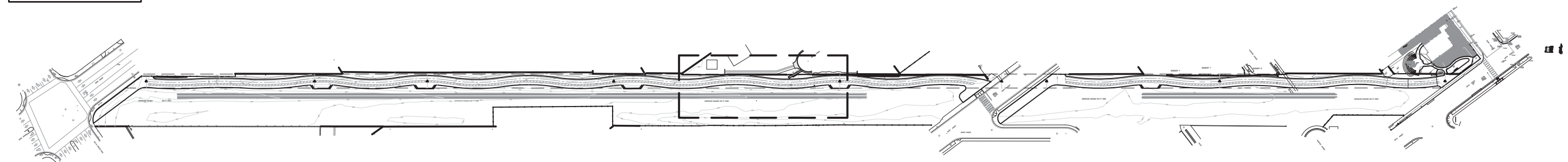
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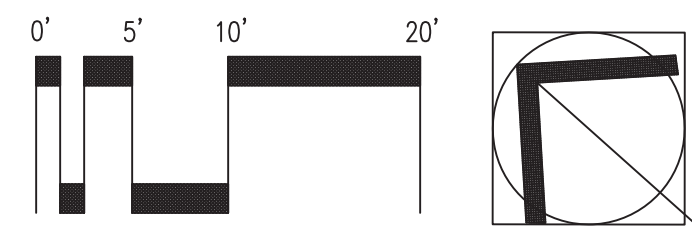
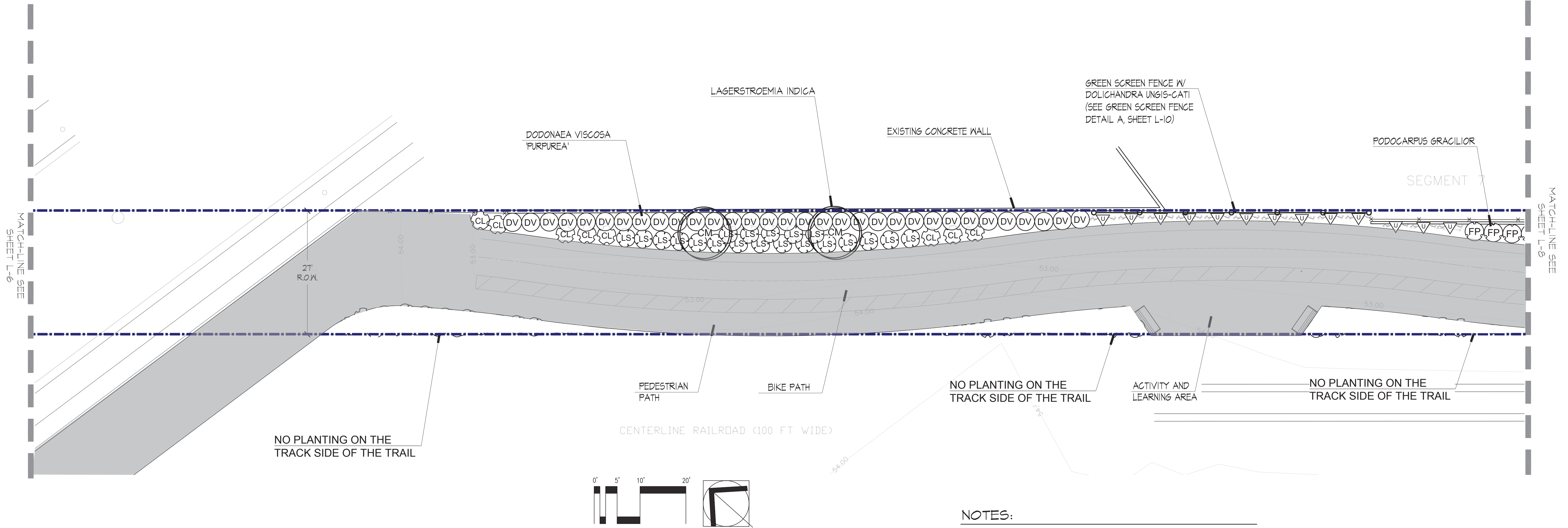
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SITE ADDRESS: RAILROAD RIGHT-OF-WAY FOR NEW BIKE TRAIL AND WALK TRAIL		SHEET NO. L-5 OF 10	
LEGAL DESC: PORTION OF THE SE QUARTER OF SECTION 36, T3S, R12W, S.B.M. IN THE CITY OF ARTESIA		DATE: OCTOBER 18, 2023	
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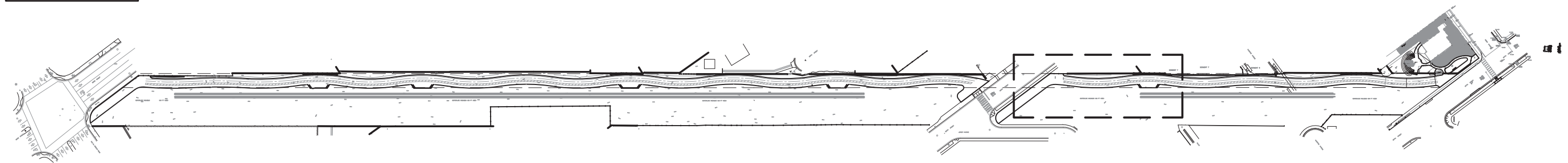






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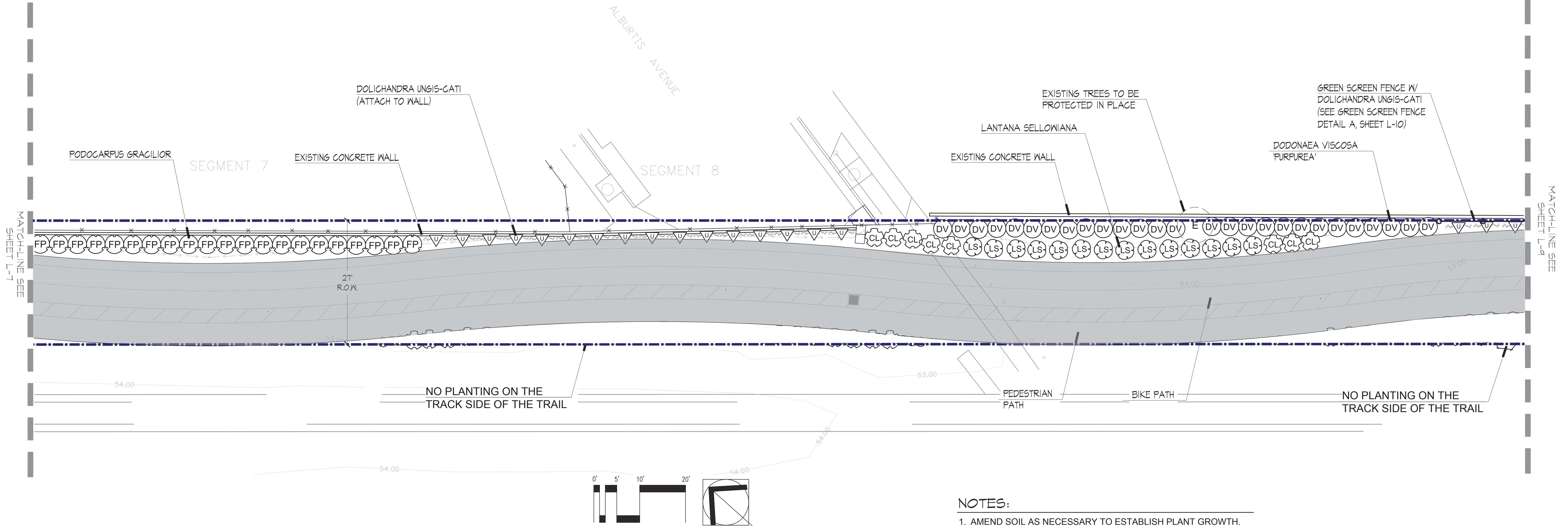


**ADL PLANNING ASSOCIATES**

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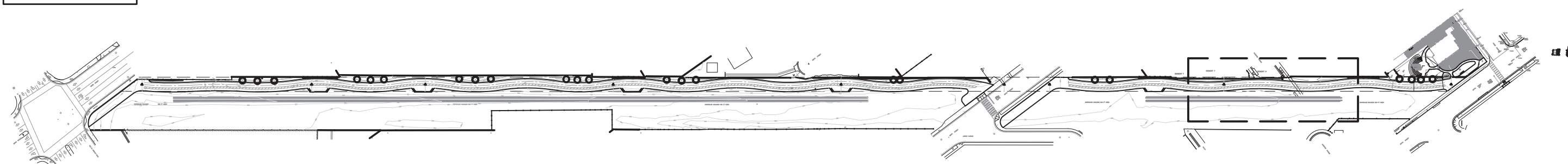
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LEGAL DESC: PORTION OF THE SE QUARTER OF SECTION 36, T3S, R12W, S.B.M. IN THE CITY OF ARTESIA		DATE: SEPTEMBER 26, 2023	
ASSESSOR'S PARCEL NOS: 7039-007-900, -901 AND 7039-010-904			





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PLANTING PLAN

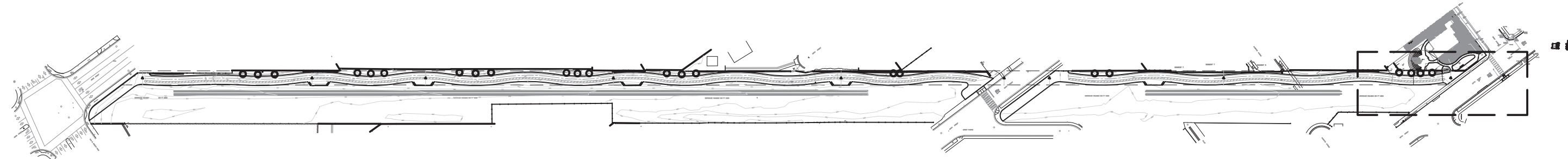
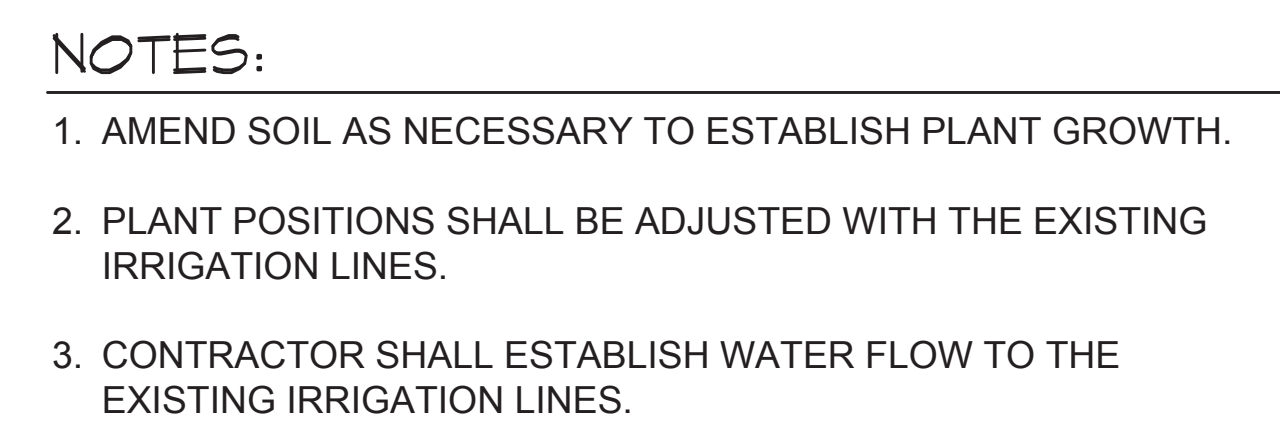
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SITE ADDRESS: RAILROAD RIGHT-OF-WAY FOR NEW BIKE TRAIL AND WALK TRAIL		SHEET NO. L-8 OF 10	
LEGAL DESC: PORTION OF THE SE QUARTER OF SECTION 36, T3S, R12W, S.B.M. IN THE CITY OF ARTESIA		DATE: SEPTEMBER 26, 2023	
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<h2>PLANTING PLAN</h2>			
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<b>DRAWN:</b>	<b>CHECKED:</b>		
<b>PROPOSED PROJECT:</b> HISTORICAL DISTRICT RECREATIONAL TRAILS			
<b>SITE ADDRESS:</b> RAILROAD RIGHT-OF-WAY FOR NEW BIKE TRAIL AND WALK TRAIL  <b>LEGAL DESC:</b> PORTION OF THE SE QUARTER OF SECTION 36, T3S, R12W, S.B.M. IN THE CITY OF ARTESIA  <b>ASSESSOR'S PARCEL NOS.</b> 7039-007-900, -901 AND 7039-010-904	<table style="width: 100%; border-collapse: collapse;"><tr><td style="width: 100%; padding: 5px;"><b>SHEET NO.</b> <div style="text-align: center; font-size: 1.5em; font-weight: bold;">L-9      OF    10</div></td></tr><tr><td style="padding: 5px;"><b>DATE:</b> <div style="text-align: right; font-weight: bold;">SEPTEMBER 26, 2023</div></td></tr></table>	<b>SHEET NO.</b> <div style="text-align: center; font-size: 1.5em; font-weight: bold;">L-9      OF    10</div>	<b>DATE:</b> <div style="text-align: right; font-weight: bold;">SEPTEMBER 26, 2023</div>
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<b>DATE:</b> <div style="text-align: right; font-weight: bold;">SEPTEMBER 26, 2023</div>			



LANDSCAPE NOTES:

NATURE OF THE PLANS: THE PLANS ARE DIAGRAMMATIC. THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND NOTIFY THE OWNER'S AUTHORIZED REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO START OF WORK.

CLEARING AND GRUBBING: THE CONTRACTOR SHALL CLEAR AND GRUB ALL LANDSCAPE IMPROVEMENT AREAS TO A DEPTH OF 8 INCHES BELOW FINISHED GRADE. CLEARING AND GRUBBING OPERATIONS SHALL REMOVE ALL NATURAL AND MAN MADE OBJECTS WITHIN THE SOIL INCLUDING BUT NOT LIMITED TO ALL ROOTS, CLODS AND STONES LARGER THAN 1/4 GREATEST DIMENSION, POCKETS OF COARSE SAND, NOXIOUS WEEDS, STICKS, BRUSH AND OTHER LITTER, FOOTINGS, ABANDONED PIPES AND UTILITY LINES, AND CONSTRUCTION LITTER, ETC. ALL BULKING OF SOIL RESULTING FROM GRUBBING OPERATIONS SHALL BE UNIFORMLY SPREAD AND COMPACTED TO GRADE OR REMOVED FROM THE SITE AS NECESSARY AT NO ADDITIONAL COST TO THE OWNER. TREES INDICATED "TO REMAIN" SHALL BE PROTECTED IN PLACE BY THE CONTRACTOR.

QUANTITIES: PLANT AND MATERIAL QUANTITIES SHOWN ON THE PLANS ARE FOR CONTRACTOR CONVENIENCE ONLY AND DO NOT LIMIT THE CONTRACTOR TO THOSE SPECIFIC QUANTITIES. PRIOR TO BID SUBMITTAL CONTRACTOR SHALL VERIFY PLANT COUNTS AND FURNISH THE QUANTITIES AS NECESSARY TO DO THE SPECIFIED WORK.

TOPSOIL: IN FORMERLY PAVED AREAS, THE CONTRACTOR SHALL REMOVE THE TOP 18 INCHES AND BACK FILL WITH AN APPROVED CLASS 0AA IMPORTED TOP SOIL CAPABLE OF SUSTAINING HEALTHY PLANT LIFE. IT SHALL BE OF A UNIFORM COMPOSITION AND STRUCTURE, FERTILE AND FRIABLE SANDY LOAM CONTAINING AN AMOUNT OF ORGANIC MATTER NORMAL TO THE REGION, AND SHALL NOT BE INFESTED WITH NEMATODES OR OTHER UNDESIRABLE INSECTS AND PLANT DISEASE ORGANISMS. TOPSOIL SHALL BE FROM A SOURCE DESIGNATED BY THE CONTRACTOR AND APPROVED BY THE OWNER'S AUTHORIZED REPRESENTATIVE. THE CONTRACTOR SHALL GUARANTEE THE QUALITY OF THE TOPSOIL WITH A CERTIFIED AGRICULTURAL SUITABILITY EVALUATION REPORT. SUBMIT THE EVALUATION REPORT TO THE OWNER'S AUTHORIZED REPRESENTATIVE FOR APPROVAL 30 DAYS PRIOR TO ANY TOPSOIL PURCHASE.

SOILS TESTING: TEST SOIL FOUND IN-PLACE IN THE DESIGNATED LANDSCAPE AREAS, INCLUDING SOIL COMPACTED IN PLACE AS PART OF THE EARTHWORK. TEST SAMPLES OF ON-SITE SOILS SHALL BE TAKEN UNDER THE SUPERVISION AND DIRECTION OF THE OWNER OR THEIR AUTHORIZED REPRESENTATIVE (MAXIMUM OF 2 SAMPLES). SOIL AMENDMENTS SHALL BE ADDED IN ACCORDANCE TO THE SOILS TESTING LABORATORY'S RECOMMENDATION UPON WRITTEN APPROVAL OF THE OWNER OR THEIR AUTHORIZED REPRESENTATIVE. SOIL AMENDMENTS SPECIFIED ARE A REQUIRED MINIMUM FOR BIDDING PURPOSES AND SHALL BE MODIFIED IN ACCORDANCE TO THE SOILS TEST WRITTEN RECOMMENDATIONS. ALONG WITH SOIL TEST SAMPLES THE CONTRACTOR SHALL SUBMIT TO THE TESTING LABORATORY A COPY OF THE PLANT LIST.

FINISHED GRADES: SHALL BE 1/4 BELOW TOP OF SURROUNDING HARD SURFACES FOR GROUND COVER AREAS AND 2/4 IN LAWN AREAS.

SOIL PREPARATION  
CROSS RIP SOILS AT LEAST 1 FOOT DEEP ON 12 INCH CENTERS.

AMEND ALL PLANTING ZONES. PREPARE PLANTING PITS AT LEAST TWICE AS WIDE AS THE ROOTBALLS.

GENERAL SOIL PREPARATION ON A SQUARE FOOT BASIS. BROADCAST THE FOLLOWING UNIFORMLY; RATES ARE PER 1,000 SQUARE FEET FOR A 6-INCH LIFT. INCORPORATE THEM HOMOGENEOUSLY 6" DEEP.

- AMMONIUM SULFATE (21-0-0) - 5 POUNDS
- POTASSIUM SULFATE (0-0-50) - 8 POUNDS
- TRIPLE SUPERPHOSPHATE (0-45-0) - 4 POUNDS
- AGRICULTURAL GYPSUM - 20 POUNDS
- ORGANIC SOIL AMENDMENT - ABOUT 3 CUBIC YARDS, SUFFICIENT FOR 3% TO 5% SOIL ORGANIC MATTER ON A DRY WEIGHT BASIS

FOR THE PREPARATION ON A VOLUME BASIS, HOMOGENEOUSLY BLEND THE FOLLOWING MATERIALS INTO THE SOIL. RATES ARE EXPRESSED PER CUBIC YARD:

- AMMONIUM SULFATE (21-0-0) - 1/4 POUND
- POTASSIUM SULFATE (0-0-50) - 1/3 POUND
- TRIPLE SUPERPHOSPHATE (0-45-0) - 1/4 POUND
- AGRICULTURAL GYPSUM - 1 POUND
- ORGANIC SOIL AMENDMENT - ABOUT 15% BY VOLUME, SUFFICIENT FOR 3% TO 5% SOIL ORGANIC MATTER ON A DRY WEIGHT BASIS

ORGANIC SOIL AMENDMENT:

1. HUMUS MATERIAL SHALL HAVE AN ACID-SOLUBLE ASH CONTENT OF NO LESS THAN 6% AND NO MORE THAN 20%. ORGANIC MATTER SHALL BE AT LEAST 50% ON A DRY WEIGHT BASIS.
2. THE PH OF THE MATERIAL SHALL BE BETWEEN 6 AND 7.5.
3. THE SALT CONTENT SHALL BE LESS THAN 10 MILLIMO/CM @ 25° C. ON A SATURATED PASTE EXTRACT.
4. BORON CONTENT OF THE SATURATED EXTRACT SHALL BE LESS THAN 1.0 PART PER MILLION.
5. SILICON CONTENT (ACID-INSOLUBLE ASH) SHALL BE LESS THAN 50%.
6. CALCIUM CARBONATE SHALL NOT BE PRESENT IF TO BE APPLIED ON ALKALINE SOILS.
7. TYPES OF ACCEPTABLE PRODUCTS ARE COMPOSTS, MANURES, MUSHROOM COMPOSTS, STRAW, ALFALFA, PEAT MOSSES ETC. LOW IN SALTS, LOW IN HEAVY METALS, FREE FROM WEED SEEDS, FREE OF PATHOGENS AND OTHER DELETERIOUS MATERIALS.
8. COMPOSTED WOOD PRODUCTS ARE CONDITIONALLY ACCEPTABLE [STABLE HUMUS MUST BE PRESENT]. WOOD BASED PRODUCTS ARE NOT ACCEPTABLE WHICH ARE BASED ON RED WOOD OR CEDAR.
9. SLUDGE-BASED MATERIALS ARE NOT ACCEPTABLE.
10. CARBON:NITROGEN RATIO IS LESS THAN 25:1.
11. THE COMPOST SHALL BE AEROBIC WITHOUT MALODOROUS PRESENCE OF DECOMPOSITION PRODUCTS.
12. THE MAXIMUM PARTICLE SIZE SHALL BE 0.5 INCH, 80% OR MORE SHALL PASS A NO. 4 SCREEN FOR SOIL AMENDING.

MAXIMUM TOTAL PERMISSIBLE POLLUTANT CONCENTRATIONS IN AMENDMENT IN PARTS PER MILLION ON A DRY WEIGHT BASIS:

ARSENIC	2	COPPER	100	SELENIUM	20
CADMIUM	5	LEAD	200	SILVER	10
CHROMIUM	300	MERCURY	10	VANADIUM	50
COBALT	50	MOLYBDENUM	20	ZINC	300
		NICKEL	100		

HIGHER AMOUNTS OF SALINITY OR BORON MAY BE PRESENT IF THE SOILS ARE TO BE PRE-LEACHED TO REDUCE THE EXCESS OR IF THE PLANT SPECIES WILL TOLERATE THE SALINITY AND/OR BORON.

IRRIGATE DEEPLY TO HELP LOWER ALKALINITY AND SODIUM. BALANCE SOIL MOISTURE WITH SOIL AERATION. WHEN THE ALKALINITY AND SODIUM ARE LOWER, DO NOT OVER LEACH AND REMOVE ESSENTIAL MINERALS.

FOR SITE MAINTENANCE, APPLY AMMONIUM SULFATE (21-0-0) AT 5 POUNDS PER 1,000 SQUARE FEET ABOUT ONCE PER QUARTER. MONITOR THE SITE WITH PERIODIC SOIL TESTING. ADJUST THE MAINTENANCE PROGRAM AS NEEDED.

PLANT MATERIALS: PROVIDE PLANTS OF THE SPECIES, KINDS, SIZES, AND SPACING, ETC., AS NOTED ON THE DRAWINGS. PLANTS SHALL BE SYMMETRICAL, TYPICAL FOR VARIETY AND SPECIES, SOUND, HEALTHY, VIGOROUS, FREE FROM PLANT DISEASE, INSECT PESTS OR THEIR EGGS, AND SHALL HAVE HEALTHY, NORMAL ROOT SYSTEMS, WELL FILLING THEIR CONTAINERS, BUT NOT TO THE POINT OF BEING ROOT BOUND.

MULCH: INSTALL 3/4 OF SHREDDED FIR OR CEDAR BARK (WALK-ON) IN ALL PLANTING AREAS EXCEPT TURF/LAWN AREAS AND STREET TREEWELLS UNLESS OTHERWISE INDICATED ON THE PLANS. APPLICATION OF PRE-EMERGENT HERBICIDES: AFTER FINISH GRADING AND IMMEDIATELY AFTER PLANTING TREAT ALL NON-SEEDED PLANTING AREAS WITH A PRE-EMERGENT WEED AND GRASS SEED CONTROL AGENT; APPLY IN ACCORDANCE WITH THEIR MANUFACTURER'S RECOMMENDATIONS, (DYMID, EPTAM, BETASAN).

PLANT MAINTENANCE PERIOD: UPON COMPLETION OF ALL PLANTING OPERATIONS, THE CONTRACTOR SHALL REQUEST A PRE-MAINTENANCE FINAL INSPECTION BY THE OWNER'S AUTHORIZED REPRESENTATIVE. UPON ACCEPTANCE OF THE WORK BY THE OWNER'S REPRESENTATIVE, THE CONTRACTOR SHALL COMMENCE A MAINTENANCE PERIOD OF 90 CALENDAR DAYS, UNLESS OTHERWISE INDICATED ON THE DRAWINGS.

A. KEEP ALL PLANTED AREAS FREE OF DEBRIS, WEEDS AND CULTIVATED AT INTERVALS NOT TO EXCEED 10 DAYS.

B. THE CONTRACTOR SHALL APPLY AN 8-8-4 COMMERCIAL SLOW RELEASE FERTILIZER TO ALL PLANTING AREAS AT THE RATE OF 30 POUNDS PER 1,000 SQUARE FEET UPON COMPLETION OF THE GROUND COVER PLANTING AND AT 30-DAY INTERVALS THEREAFTER UNTIL THE END OF THE MAINTENANCE PERIOD. THOROUGHLY WATER ALL PLANTING AREAS FOLLOWING THE APPLICATION OF FERTILIZER.

C. REPLACE AS SOON AS POSSIBLE PLANTS THAT SHOW SIGNS OF FAILURE TO GROW AT ANY TIME DURING THE CONTRACT PERIOD OR THOSE PLANTS SO INJURED OR DAMAGED SO AS TO RENDER THEM UNSUITABLE FOR THE PURPOSE INTENDED. PROVIDE REPLACEMENT PLANTS OF THE SAME TYPE AND SIZE TO MATCH ADJACENT LIKE PLANTS. FURNISH PLANT MATERIAL AND FERTILIZER AS SPECIFIED AND SUBJECT TO A 30 DAY ESTABLISHMENT PERIOD AT NO ADDITIONAL COST TO THE OWNER.

D. UPON COMPLETION OF THE MAINTENANCE PERIOD, THE CONTRACTOR SHALL ARRANGE A POST-MAINTENANCE FINAL INSPECTION WITH THE OWNER'S AUTHORIZED REPRESENTATIVE. SHOULD THE SITE BE IN A CONDITION THAT IS UNACCEPTABLE TO THE OWNER'S AUTHORIZED REPRESENTATIVE, THE TERMS OF THE MAINTENANCE PERIOD MAY BE EXTENDED UNTIL THE CONDITION OF THE LANDSCAPE WORK IS SATISFACTORY. FINAL PAYMENT WILL BE WITH HELD, UNTIL ALL WORK IS SATISFACTORILY COMPLETED.

E. GUARANTEES: THE CONTRACTOR SHALL WARRANT ALL WORK FOR A PERIOD OF ONE YEAR FROM DATE OF THE FINAL POST-MAINTENANCE INSPECTION ACCEPTANCE. ALL PALMS SHALL BE WARRANTED FOR A PERIOD OF TWO YEARS, ALL TREES SHALL BE WARRANTED FOR A PERIOD OF ONE YEAR AND ALL SHRUBS SHALL BE WARRANTED FOR A PERIOD OF 6 MONTHS. THE WARRANTY DOES NOT INCLUDE ITEMS DAMAGED DUE TO OWNER NEGLIGENCE OR ACTS OF GOD.

PLANTING LEGEND

TREES						
SYM.	QTY.	BOTANICAL NAME	COMMON NAME	SIZE	MULCH	COMMENTS
CM	15	LAGERSTROEMIA INDICA	CRAPE MYRTLE	36" BOX	MODERATE	-
PC	22	PROSOPIS CHILENSIS	CHILEAN MESQUITE	36" BOX	MODERATE	-
E	8	EXISTING TREE TO REMAIN	-	-	-	-

SCREENING SHRUBS & VINES

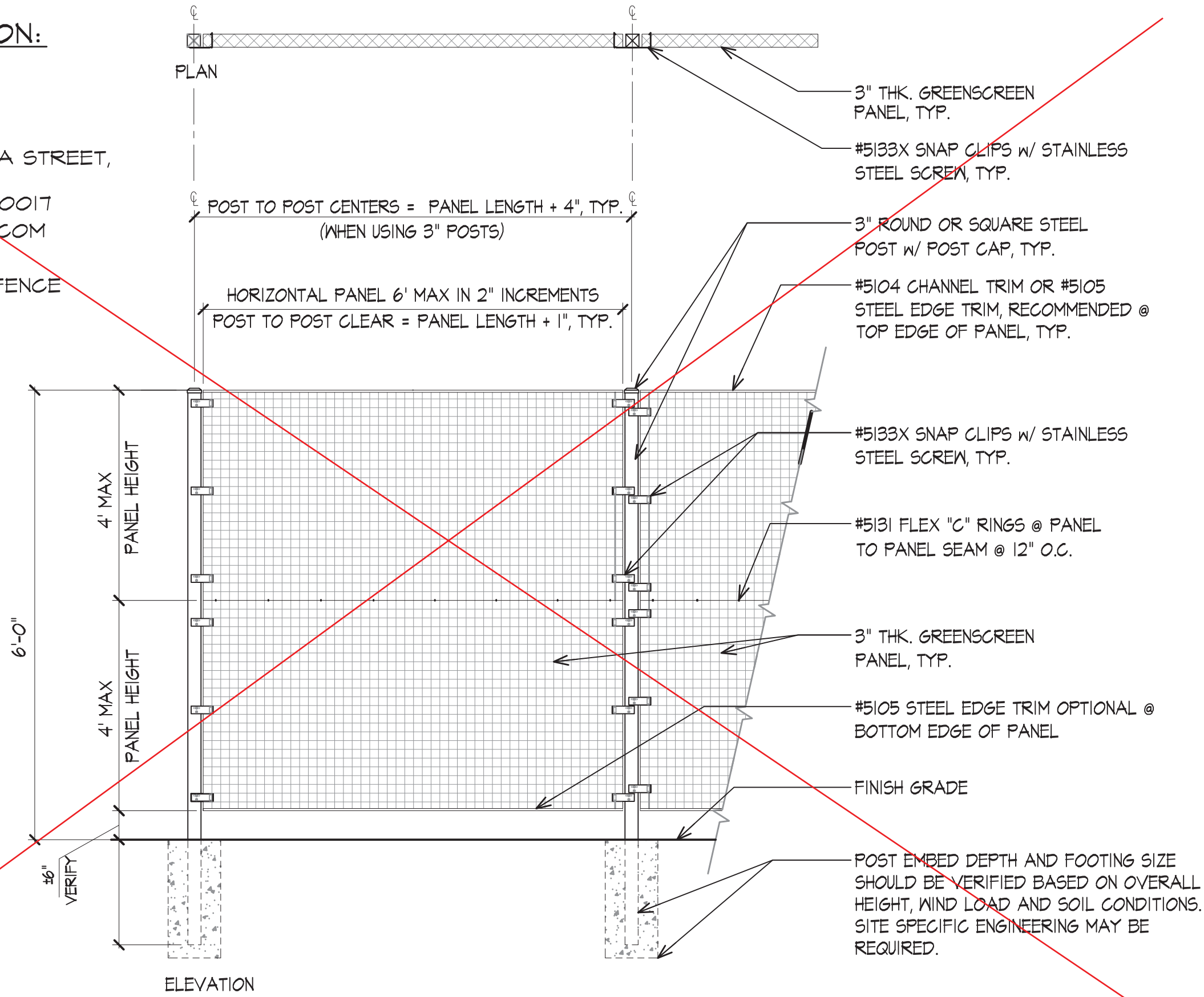
DV	212	DODONAEA VISCOSA 'PURPUREA'	PURPLE HOPSEED	15 GAL.	LOW	-
FP	100	PODOCARPUS GRACILIOR	FERN PINE	15 GAL.	LOW	-
▽	103	DOLICHANDRA UNGIS-CATI	CATS CLAW	15 GAL.	LOW	-

ACCENT SHRUBS

✿	31	AGAVE ATTENUATA 'HUNTINGTON BLUE'	CENTURY PLANT	5 GAL.	LOW	-
WF	51	WESTRINGIA FRUTICOSA	COAST ROSEMARY	5 GAL.	LOW	-
LB	288	LOMANDRA LONGIFOLIA 'BREEZE'	DWARF MAT RUSH	1 GAL.	LOW	-
LS	269	LANTANA SELLOWIANA	TRAILING LANTANA	5 GAL.	LOW	-
CL	265	CALLISTEMON VIMINALIS 'LITTLE JOHN'	DWARF BOTTLE BRUSH	5 GAL.	LOW	-

PRODUCT INFORMATION:

MANUFACTURER:  
NAME: GREENSCREEN  
PHONE: 800-250-3494  
ADDRESS: 725 SOUTH FIGUEROA STREET,  
SUITE 1825  
LOS ANGELES, CA 90017  
WEBSITE: WWW.GREENSCREEN.COM  
MODEL:  
FREESTANDING HORIZONTAL FENCE  
FINISH:  
MATTE TEXTURE GREEN



① FREESTANDING HORIZONTAL GREENSCREEN FENCING

N.T.S.



ADL  
PLANNING  
ASSOCIATES  
LAND PLANNING  
LANDSCAPE ARCHITECTURE  
2979 STATE STREET SUITE "C"  
CARLSBAD, CA 92008  
(760) 729-8637 FAX: (760) 729-8324

PLANTING LEGEND		
CLIENT: CITY OF ARTESIA 18747 CLARKDALE AVE. ARTESIA, CA 90701 PROPOSED PROJECT: HISTORICAL DISTRICT RECREATIONAL TRAILS	JOB NO.	
	DRAWN:	CHECKED:
SITE ADDRESS: RAILROAD RIGHT-OF-WAY FOR NEW BIKE TRAIL AND WALK TRAIL LEGAL DESC: PORTION OF THE SE QUARTER OF SECTION 36, T3S, R12W, S.B.M. IN THE CITY OF ARTESIA ASSESSOR'S PARCEL NOS. 7039-007-900, -901 AND 7039-010-904	SHEET NO. L-10 OF 10	
	DATE: SEPTEMBER 26, 2023	



# Measure M Fund

Measure M funds are intended to ease traffic congestion, repave streets, repair potholes, synchronize signals, improve neighborhood streets and intersections, and enhance bike and pedestrian connections.

Fund 320		FY 2022 Actual	FY 2023 Actual	FY 2024 Budget	FY 2024 Estimate	FY 2025 Mid-Year	Budget %▲	Budget \$▲
<b>Staffing Summary</b>								
No positions allocated		0.00	0.00	0.00	0.00	0.00	N/A	0.00
<b>Total FTE</b>		0.00	0.00	0.00	0.00	0.00	N/A	0.00
<b>Revenues</b>								
4000	LACMTA Sales Tax	\$ 293,109	\$ 304,823	\$ 330,600	\$ 330,600	\$ 319,136	-3%	\$ (11,464)
4710	Interest	\$ 3,782	\$ 23,769	\$ 25,000	\$ 25,000	\$ 23,000	-8%	\$ (2,000)
<b>Total Revenue</b>		\$ 296,892	\$ 328,592	\$ 355,600	\$ 355,600	\$ 342,136	-4%	\$ (13,464)
<b>Expenses</b>								
5900	Administrative Cost Allowance	\$ 890	\$ 83	\$ 61,100	\$ 61,100	\$ 61,100	0%	\$ -
6035	Contract Services	\$ -	\$ -	\$ -	\$ -	\$ -	N/A	\$ -
7355	Traffic Median Maintenance	\$ 5,450	\$ -	\$ 5,500	\$ 5,500	\$ 5,500	0%	\$ -
	Traffic Signal Maintenance	\$ -	\$ -	\$ -	\$ -	\$ 20,000	N/A	\$ 20,000
8080	Street Projects	\$ -	\$ -	\$ 300,000	\$ 514,848	\$ 300,000	-42%	\$ (214,848)
8090	Trails Project	\$ -	\$ 4,500	\$ -	\$ -	\$ 250,000	N/A	\$ 250,000
8125	Alley Improvement Study	\$ 1,920	\$ -	\$ -	\$ -	\$ -	N/A	\$ -
<b>Total Expenses</b>		\$ 8,260	\$ 4,583	\$ 366,600	\$ 581,448	\$ 636,600	9%	\$ 55,152
<b>Net surplus/(deficit)</b>		\$ 288,631	\$ 324,009	\$ (11,000)	\$ (225,848)	\$ (294,464)	30%	\$ (68,616)
<b>Ending Fund Balance</b>		\$ 1,005,869	\$ 1,329,878	\$ 1,318,878	\$ 1,135,881	\$ 841,417	-26%	\$ (294,464)

Measure M Fund does not require General Funds Revenue for Expense Activity.

# Measure R Fund

Measure R is a fund to account for the engineering, administrative, traffic median, and parking overflow improvements of transportation services.

Fund 330		FY 2022 Actual	FY 2023 Actual	FY 2024 Budget	FY 2024 Estimate	FY 2025 Mid-Year	Budget % ▲	Budget \$ ▲
<b>Staffing Summary</b>								
No positions allocated		0.00	0.00	0.00			N/A	0.00
<b>Total FTE</b>		0.00	0.00	0.00	0.00	<b>0.00</b>	N/A	0.00
<b>Revenues</b>								
4000	LACMTA Sales Tax	\$ 259,018	\$ 308,490	\$ 291,700	\$ 291,700	<b>\$ 281,591</b>	-3%	\$ (10,109)
4710	Interest	\$ 2,121	\$ 11,728	\$ 10,000	\$ 10,000	<b>\$ 10,000</b>	0%	\$ -
<b>Total Revenue</b>		<b>\$ 261,139</b>	<b>\$ 320,217</b>	<b>\$ 301,700</b>	<b>\$ 301,700</b>	<b>\$ 291,591</b>	-3%	<b>\$ (10,109)</b>
<b>Expenses</b>								
5900	Administrative Cost Allowances	\$ 2,330	\$ 1,533	\$ 50,000	\$ 50,000	<b>\$ 50,000</b>	0%	\$ -
6035	Contract Services	\$ 319	\$ 32,100	\$ -	\$ -	<b>\$ 38,000</b>	N/A	\$ 38,000
	Trail Maintenance							
6490	Dues and Subscriptions	\$ 8,063	\$ 8,628	\$ -	\$ -	<b>\$ -</b>	N/A	\$ -
7230	ATP Cycle 3	\$ 36,197	\$ 15,176	\$ -	\$ -	<b>\$ -</b>	N/A	\$ -
7300	Street Projects	\$ -	\$ 3,280	\$ 250,000	\$ 250,000	<b>\$ 350,000</b>	40%	\$ 100,000
8065	Pioneer Blvd. Improvement	\$ -	\$ -	\$ -	\$ -	<b>\$ -</b>	N/A	\$ -
8090	Trails Project	\$ 7,557	\$ 295,030	\$ -	\$ -	<b>\$ -</b>	N/A	\$ -
<b>Total Expenses</b>		<b>\$ 54,466</b>	<b>\$ 355,748</b>	<b>\$ 300,000</b>	<b>\$ 300,000</b>	<b>\$ 438,000</b>	46%	<b>\$ 138,000</b>
<b>Net surplus/(deficit)</b>		<b>\$ 206,673</b>	<b>\$ (35,531)</b>	<b>\$ 1,700</b>	<b>\$ 1,700</b>	<b>\$ (146,409)</b>	-8712%	<b>\$ (148,109)</b>
<b>Ending Fund Balance</b>		<b>\$ 638,842</b>	<b>\$ 603,311</b>	<b>\$ 605,011</b>	<b>\$ 440,653</b>	<b>\$ 294,244</b>	-33%	<b>\$ (146,409)</b>

Measure R Fund does not require General Funds Revenue for Expense Activity.



# CITY COUNCIL AGENDA REPORT

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**MEETING DATE:** March 17, 2025

**ITEM NO:** 9M.

**TO:** Mayor and Members of the City Council

**SUBJECT:** 2024 General Plan Annual Progress Report and Annual Housing Element Progress Report

**FROM:** Sal Lopez, Interim Community Development Director

**REVIEWED AND APPROVED BY:**

Melissa Burke, Deputy City Manager

HongDao Nguyen, City Attorney

Abel Avalos, City Manager

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**RECOMMENDATION:**

Staff recommends that the City Council, by motion, approve the General Plan Annual Progress Report Inclusive of the Annual Housing Element Progress Report for Calendar Year 2024, and direct staff to file the reports with the State of California Office of Planning and Research (OPR) and the California Department of Housing and Community Development (HCD).

**BACKGROUND:**

The City of Artesia's current General Plan was adopted by the City Council and certified by HCD in 2010. The current General Plan covers the planning period from November 2010 through November 2030. The City of Artesia's last Housing Element was adopted by the City Council and certified by HCD in 2013 which covers the planning period from 2013 through 2021. The City is in the process of adopting a Housing Element covering the planning period from 2021 to 2029.

California Government Code Section 65400 requires that every city prepare an General Plan Annual Progress Report. The annual report provides a means to review the General Plan, determine if changes need to be made in the plan or its implementation, and provides information on the measurable outcomes and actions associated with the implementation of the plan. The report must be approved by the City Council and filed with OPR and HCD each year by April 1<sup>st</sup>. The State of California uses the information submitted by the City to identify statewide trends in the land use decision making process, and analyzes how local planning and development activities relate to statewide planning goals and policies. California Government Code Section 65400 requires that the City Council consider the General Plan Annual Progress Reports at a public meeting where members of the public can provide oral testimony and written comments prior to filing the reports with OPR and HCD.

**ANALYSIS:**

In order to comply with Government Code Section 65400, staff has prepared a General Plan Annual Progress Report for calendar year 2024. The Report complies with current progress report guidelines from OPR. The draft General Plan Annual Progress Report for Calendar Year 2024 highlights the City's advancements in achieving the goals and objectives described in the City of Artesia General Plan 2030. Some notable achievements included in the draft report are:

1. *Continue to monitor maintenance standards in neighborhoods to maintain high standards of appearance and stability in the neighborhood (Policy Action LU 2.2.1).*

During Calendar Year 2024, the City continued to monitor required maintenance standards as outlined by the Artesia Municipal Code. The City opened 295 Code Enforcement cases and successfully abated 253 cases. The City continues to proactively utilize the Artesia Housing Conditions Survey as the basis for identifying target areas that require priority attention. Additionally, the City continues to respond to reports of Municipal Code violations and health and safety hazards.

2. *Encourage alternate modes of transportation, including rail, vanpooling, carpooling, pedestrian walkways, bicycling and Transportation Demand Management plans and programs (Policy Action CIR 4.2.4).*

During Calendar Year 2024, the City purchased and installed fourteen (14) new bus shelters throughout the City. The previous bus shelters were dilapidated and had reached the end of their service life. The new bus shelters encourage the use of public transportation by facilitating travel on bus lines operated by Los Angeles County Metropolitan Transportation Agency, Orange County Transportation Authority, Long Beach Transit Authority, Norwalk Transit System, Cerritos on Wheels, and Artesia Transit.

3. *Improved aesthetic quality and maintenance of arterial highways and local roadways (Community Goal CIR 2).*

During Calendar Year 2024, the City completed street rehabilitation in accordance with the 2021 Pavement Management Plan which amounted to 380,769 square feet of street resurfacing on nine (9) local roads in the City of Artesia. The rehabilitation project also included the reconstruction of damaged or dilapidated curb and gutters, curb ramps and sidewalk panels in the project area. The local roads that were improved include 186<sup>th</sup> Street, Alburtis Avenue, Arline Avenue, 185<sup>th</sup> Street, Corby Avenue, 184<sup>th</sup> Street, 167<sup>th</sup> Street, Dena Avenue and a service alley between Ibox Avenue and Norwalk Boulevard. The rehabilitation encouraged alternate modes of transportation by improving pedestrian walkways in the project area. The project scope of work included eliminating major sidewalk hazards, installing enhanced crosswalks, and constructing ADA compliant curb ramps. Furthermore, the City continued to operate a free electric bus shuttle service along a fixed route for residents and visitors and expanded its service from Thursday through Saturday to Tuesday through Saturday.

4. *Encourage new development and redevelopment to provide parks, plazas or open space areas (Policy Action OS 1.2.2)*

During Calendar Year 2024, the City continued improvements on the Historical District Recreational Trails. Improvements included the installation of security fencing at select locations. The trails were opened for public use during Calendar Year 2020, and additional improvements to the Historical District Recreational Trails will continue in Calendar Year 2025. During Calendar Year 2024, the City received \$2,000,000 in grant funding from the State of California to develop a new Botanical Garden in the City. In 2024 the City procured a consultant to prepare the designs for the Botanical Garden and hosted one Community Meeting to present design options and solicit community input. The City demolished the vacant structures on the property, completed a tree inventory and all necessary environmental analyses. Pre-construction efforts will continue in Calendar Year 2025.

5. *Encourage cooperative agreements between the Sheriff's Department and local organizations such as schools and business groups. (Policy Action SAF 1.1.3)*

During Calendar Year 2024, the City co-sponsored with Los Angeles County Department of Animal Care and Control its first Vet in the Park event at Artesia Park. This event provided free services such as pet exams, vaccines, microchipping, and deworming medications. Also, spay and neuter services were provided to qualified animals, and pet licensing. This event promoted the health, safety, and welfare of people and animals.

6. *Explore opportunities to encourage growth in sectors that provide fiscal revenue (Policy Action ED 2.1.2).*

During Calendar Year 2023, the City permitted three cannabis retail shops and two of the three opened for business during Calendar Year 2024. This represents a new sector of revenue opportunities that is a consumer-based tax and is not a direct tax on the City's businesses and residents.

7. *Promote the benefits of a healthy lifestyle and education and develop an education program for the community on the benefits of eating locally grown, organic foods. (Policy Action SUS 6.1.4).*

During Calendar Year 2024, the City developed and implemented the Artesia 65<sup>th</sup> Anniversary 5K Run and Wellness Fair with the assistance of local organizations and businesses. This was the first time the City ever implemented such an event. The event promoted the benefits of an active and healthy lifestyle as it celebrated the City's 65<sup>th</sup> anniversary.

8. *Maintain and replace street trees as needed to achieve their aesthetic purpose and avoid damage to streets and sidewalks (Policy Action CIR 2.1.5).*

During Calendar Year 2024, the City, under contract with West Coast Arborists, pruned and maintained 980 mature trees City-Wide as part of regularly scheduled maintenance. The City's Maintenance Department pruned and maintained approximately 65 younger trees that were not covered under contract with West Coast Arborists. A total of 25 trees were removed in Calendar Year 2024 either because they posed an immediate threat to public safety or to avoid further significant damage to streets and sidewalks.

9. *Consider alternative work schedules for City employees to reduce employee driving (Policy Action QA 2.1.3).*

During the 2024 Calendar Year, the City adopted a voluntary Hybrid and Remote Work Policy which allows eligible employees the opportunity to work from home for a maximum of two days per week, thereby reducing the need to drive to work everyday.

10. *Continue to contract with the Los Angeles County Sheriff's Department to provide quality police protection for the City's population and regularly communicate to ensure needs are met (Policy Action SAF 5.1.1).*

During Calendar Year 2024, the City continued to contract with the Los Angeles County Sheriff's Department to provide quality police protection for the City's population. In 2024, the City Council continued funding the Sheriff's contract to include a dedicated Sergeant to serve Artesia's residents and increase police protection for the City's residents. Additionally, the City purchased and installed eleven (11) license plate readers throughout the City to support crime investigations and crime prevention.

### Annual Housing Element Progress Report

Staff is currently working with HCD's Team on the submission of Housing Element Update. We have bi-monthly meetings and will be submitting the updated draft to HCD for their review by the end of April 2025.

In compliance with with Government Code Section 65400, staff has prepared the Annual Housing Element Progress Report for calendar year 2024 which is included as part of the General Plan Progress Report. Staff prepared the Report using forms and tables prepared and required by HCD. The draft Annual Housing Element Progress Report includes information related to the construction of affordable housing, rehabilitated homes, and the Regional Housing Needs Assessment (RHNA) requirements. RHNA prescribes the number of additional housing units that will need to be constructed at different income levels in the City to accommodate anticipated population growth. The 2021-2029 RHNA obligations, as prepared by the Southern California Association of Governments (SCAG), sets forth the planning period goal of 1,069 units for the City, as divided into the following four household categories:

Very-Low Income	312 units
Low Income	168 units

Moderate Income	128 units
<u>Above-Moderate Income</u>	<u>461 units</u>
Total	1,069 units

During 2024, the City finalized one (1) new residential units at the above-moderate income level in the single family zone. Thirty (30) new residential units were finalized in the multiple-family dwellings. However, the City has not issued any building permits for new residential construction of very-low, low, or moderate income units during this planning period. The City continues to encourage and promote the development of affordable housing in order to meet the goals of the Housing Sub-Element and SCAG.

**FISCAL IMPACT:**

There is no financial impact associated with the approval and submission of this Report. By filing the Report with OPR and HCD, the City will be in compliance with Government Code Section 65400.

**RECOMMENDED COUNCIL ACTION:**

Staff recommends that the City Council, by motion, approve the General Plan Annual Progress Report Inclusive of the Annual Housing Element Progress Report for Calendar Year 2024, and direct staff to file the reports with the State of California Office of Planning and Research (OPR) and the California Department of Housing and Community Development (HCD).

**Attachments**

[2024 General Plan Annual Report.pdf](#)

[Housing Element Annual Progress Report 3-17-25.pdf](#)

# **CITY OF ARTESIA**

## **GENERAL PLAN ANNUAL PROGRESS REPORT**

### **CALENDAR YEAR 2024**

Prepared by:  
Artesia's Community Development Department

#### **Date of Annual Report**

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The Artesia City Council review date of the 2024 General Plan Annual Report is March 17, 2024.

#### **Purpose of the Annual Report**

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California Government Code Section 65400 requires the City of Artesia to file an annual report addressing the status of the General Plan and its progress toward goals and objectives. The annual report will be provided to the City Council, the Governor's Office of Planning and Research (OPR), and the California Department of Housing and Community Development (HCD). The annual report provides a means to review the General Plan, it determines if changes need to be made in the plan or its implementation, and provides information on the measurable outcomes and actions associated with the implementation of the plan. This annual report addresses Calendar Year 2024.

#### **Purpose of the General Plan**

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The Artesia General Plan was adopted by the City Council on November 8, 2010. The purpose of the Plan is to guide the growth and development of Artesia through 2030. The document provides goals and policies which will assist the City in achieving its economic and community development objectives. The General Plan is comprised of four (4) elements, which include Community Development and Design; Community Resources and Wellness; Community Culture and Economy; and Sustainability. Using the guidelines established in these elements, the City Council, Planning Commission, and other organizations can take a series of steps toward achieving the larger goals of the City. The development decisions of the City are focused through implementation programs contained in the General Plan.

The Artesia General Plan is a public document and is available for the public to view. Copies are available for review at the Artesia Library and Artesia City Hall. Additionally, a digital copy is available on the official City website at the following location: <http://www.cityofartesia.us/258/General-Plan-Update>

#### **Status of the General Plan – Community Development and Design Element**

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The Community Development and Design Element within the Artesia General Plan contains the following sub-elements: (1) Land Use; (2) Housing; (3) Circulation and Mobility; and (4) Community Facilities and Infrastructure.

1. Land Use Sub-Element

The Land Use Sub-Element establishes the policies for determining where certain land uses, such as residential, commercial, industrial are most desirable. This sub-element defines the physical areas in the City serving the needs of residents, business, and visitors.

A. *Maintain standards for circulation, noise, setbacks, buffer areas, landscaping and architecture to ensure compatibility between different uses (Policy Action LU 2.1.1)*

During Calendar Year 2024, the City continued to enforce standards and requirements for noise, setbacks, landscaping and architecture as outlined in the Artesia Municipal Code.

B. *Continue to monitor maintenance standards in neighborhoods to maintain high standards of appearance and stability in the neighborhood (Policy Action LU 2.2.1).*

During Calendar Year 2024, the City continued to monitor required maintenance standards as outlined by Artesia Municipal Code. The City opened 295 Code Enforcement cases and successfully abated 253 cases. The City continues to proactively utilize the Artesia Housing Conditions Survey as the basis for identifying target areas that require priority attention. Additionally, the City continues to respond to reports of Municipal Code violations and health and safety hazards.

2. Housing Sub-Element

Pursuant to Government Code Section 65400, the City is required to prepare an annual report on the status and progress in implementing the City's Housing Element using forms and definitions adopted by the California Department of Housing and Community Development. The completed forms for Calendar Year 2024 are attached as "**Attachment 1**" to this report.

The Housing Sub-Element identifies goals, objectives, policies and action programs that address the housing needs of Artesia. There are a number of City plans and programs which work to implement the goals and policies of the Housing Sub-Element.

A. *Mortgage Credit Certificate Program (Action HE 1.1a)*

During Calendar Year 2024, the City continued to promote the County of Los Angeles Mortgage Credit Certificate Program to assist first-time homebuyers through handouts available at City Hall.

*B. Second Units (Action HE 1.2d)*

During Calendar Year 2024, the City continued to encourage second units on R-1 lots as an opportunity to provide additional housing while still maintaining the character of single-family neighborhoods. In 2024, twenty-two (22) accessory dwelling units (ADU) were finalized in residential zones.

*C. Fair Housing Referrals (Action HE 4.1a)*

During Calendar Year 2024, the City continued to refer inquiries related to housing discrimination and fair housing practices to Fair Housing Foundation.

*D. Section 8 Housing Choice Vouchers (Action HE 4.3a)*

During Calendar Year 2024, the City continued to assist low-income households receiving Section 8 rental assistance through the County of Los Angeles Housing Authority. The City's vouchers continue to be administered through the County of Los Angeles.

Included in “**Attachment 1**” is information related to the construction of affordable housing, rehabilitated homes, and the Regional Housing Needs Assessment (RHNA) requirements. RHNA prescribes the number of additional housing units that will need to be constructed at different income levels in the City to accommodate anticipated population growth. The 2021-2029 RHNA obligations, as prepared by the Southern California Association of Governments (SCAG), sets forth the planning period goal of 1,069 units for the City, as divided into the following four household categories:

Very-Low Income	312 units
Low Income	168 units
Moderate Income	128 units
<u>Above-Moderate Income</u>	<u>461 units</u>
Total	1,069 units

During 2024, the City finalized one (1) new residential units at the above-moderate income level in the single-family zone and thirty (30) new residential units in the multiple-family dwelling zone. The City did not issue any building permits for new residential construction of very-low, low, or moderate income units during this period. The City continues to encourage and promote the development of affordable housing in order to meet the goals of the Housing Sub-Element and SCAG.

**3. Circulation and Mobility Sub-Element**

The Circulation and Mobility Sub-Element addresses the physical transportation system, such as streets, highways, bicycle routes, and sidewalks; as well as

various modes of transportation, including cars, buses, trucks, rail, bicycles, rideshare and walking.

- A. Actively pursue Federal, State, and regional funds for local and regional roadway, bikeway, pedestrian walkway and other transportation improvements (Policy Action CIR 1.1.4).*

During Calendar Year 2024, the City pursued grants from multiple funding sources, including Safe Streets for All and the United States Department of Transportation. In 2024, the City was awarded grant funding from two (2) sources to be used on improvements to the City's roadways and pedestrian walkways. The first grant is in the amount of \$209,430 from the California State Highway Safety Improvement Program to fund roadway surface improvements and the installation of enhanced crosswalks. The second grant is in the amount of \$6,000,000 from Former Congresswoman Michelle Steel and the California State Community Project Funded Congressional Directed Spending Program to fund roadway improvements throughout the City. The grants will be administered by the California Transportation Office of Local Assistance.

- B. Encourage mixed use developments that combine residential and/or commercial or recreational uses, thereby improving convenience and reducing trip generation. (Policy Action CIR 4.1.1)*

During Calendar Year 2024, the City continued developing the Artesia Downtown Specific Plan that will set land-use and development standards consistent with the goals of transit-oriented development. Downtown Artesia will be the terminus location for the future Southeast Gateway Line (SGL) light-rail train operated by the Los Angeles County Metropolitan Transportation Authority. The SGL will connect the City to the greater LA County light-rail transportation system, which will promote tourism to the City and allow residents to access regional education, employment, and service centers.

- C. Encourage alternate modes of transportation, including rail, vanpooling, carpooling, pedestrian walkways, bicycling and Transportation Demand Management plans and programs (Policy Action CIR 4.2.4).*

During Calendar Year 2024, the City purchased and installed fourteen (14) new bus shelters throughout the City. The previous bus shelters were dilapidated and had reached the end of their service life. The new bus shelters encourage the use of public transportation by facilitating travel on bus lines operated by Los Angeles County Metropolitan Transportation Agency, Orange County Transportation Authority, Long Beach Transit Authority, Norwalk Transit System, Cerritos on Wheels, and Artesia Transit.

During Calendar Year 2024, the City, under contract with Precision Concrete, remediated a total of 1,675 trip hazards on the City's sidewalk network caused by panel uplifting. The improvements bring sidewalks into ADA compliance, reduce liability along pedestrian walkways, and encourage walking a safe mode of transportation.

During Calendar Year 2024, the City hosted the utilities relocation groundbreaking ceremony for the Southeast Gateway Line light-rail project. The groundbreaking marked a historic milestone for the construction of the future light-rail project whose terminus station will be located in Downtown. Utilities relocation construction work began towards the end of Calendar Year 2024. The light rail line is anticipated to go into service in 2035.

*D. Improved aesthetic quality and maintenance of arterial highways and local roadways (Community Goal CIR 2).*

During Calendar Year 2024, the City completed street rehabilitations in accordance with the 2021 Pavement Management Plan which amounted to 380,769 square feet of street resurfacing on nine (9) local roads in the City of Artesia. The rehabilitation project also included the reconstruction of damaged or dilapidated curb and gutters, curb ramps and sidewalk panels in the project area. The local roads that were improved include 186<sup>th</sup> Street, Alburis Avenue, Arline Avenue, 185<sup>th</sup> Street, Corby Avenue, 184<sup>th</sup> Street, 167<sup>th</sup> Street, Dena Avenue and a service alley between Ibex Avenue and Norwalk Boulevard. The rehabilitations encouraged alternate modes of transportation by improving pedestrian walkways in the project area. The project scope of work included eliminating major sidewalk hazards, installing enhanced crosswalks, and constructing ADA compliant curb ramps.

*E. Maintain and replace street trees as needed to achieve their aesthetic purpose and avoid damage to streets and sidewalks (Policy Action CIR 2.1.5).*

During Calendar Year 2024, the City, under contract with West Coast Arborists, pruned and maintained 980 mature trees City-Wide as part of regularly scheduled maintenance. The City's Maintenance Department pruned and maintained approximately 65 younger trees that were not covered under contract with West Coast Arborists. A total of 25 trees were removed in Calendar Year 2024 either because they posed an immediate threat to public safety or to avoid further significant damage to streets and sidewalks.

*F. Explore development of City shuttle system using fuel-efficient/alternative fuel vehicles (Policy Action CIR 5.1.1).*

During Calendar Year 2024, the City continued operating a free electric bus service, which runs on a fixed route within the City and is free for Artesia residents and visitors to the City. The City expanded this operational service of the bus from Thursday-Saturday to Tuesday-Saturday. The total ridership in 2024 was 4,176 riders.

- G. Work with Caltrans to review, monitor and improve as necessary on-/off-ramps at the 91 freeway (Policy Action CIR 6.1.1).*

During Calendar Year 2024, the City continued to work with Caltrans and Metro on their efforts to expand State Route 91 within the City limits. Caltrans proposes major improvements to on-/off- ramps located at Pioneer Boulevard and State Route 91. The expansion project is in the final planning phase.

4. Community Facilities and Infrastructure Sub-Element

The Community Facilities and Infrastructure Sub-Element provides policy direction for the use, maintenance and location of general sanitary sewer, solid waste, drainage, potable water facilities and natural groundwater recharge areas in conformance with the General Plan's Land Use Sub-Element.

- A. Conduct a community needs assessment to determine where service gaps exist in community facilities and where particular types of programs could best meet neighborhood needs. (Policy Action CFI 1.2.1).*

During Calendar Year 2024, the City completed an Americans with Disabilities Act (ADA) self evaluation in order to comply with Title 2 of ADA. The evaluation identified needed improvements and will inform future investments in accessibility upgrades.

- B. Support sustainable wastewater services that respect and improve the natural environment (Policy Action CFI 3.1.3).*

During the 2024 Calendar Year, the City continued to support sustainable wastewater services by the implementation of programs such as the National Pollutant Discharge Elimination System permit program, the Lower San Gabriel River Watershed Management Program, LID Ordinance (Municipal Code Title 6 Section 7.10), and Los Angeles County's Safe Clean Water Program. The City continues to search for opportunities to support stormwater reuse and improvements to the natural environment.

- C. Continue to participate in the National Pollutant Discharge Elimination System permit program (Policy Action CFI 3.1.4).*

During the 2024 Calendar Year, the City continued to implement the National Pollutant Discharge Elimination System permit program.

- D. Review the use of natural features such as bioswales, wildlife ponds, and wetlands for flood control and water quality treatment in conjunction with new development or redevelopment projects (Policy Action CFI 3.1.5).*

During the 2024 Calendar Year, the City continued to actively review the use of natural features for flood control and water quality treatment in conjunction with new development or redevelopment projects. This review is mandated by the City's implementation of the Lower San Gabriel River Watershed Management Program, LID Ordinance, and Los Angeles County's Safe Clean Water Program. The City will continue to conduct these reviews and administer the aforementioned programs.

- E. Provide public education information and outreach materials regarding proper materials handling practices to assist residents and businesses in complying with surface water quality regulations and to increase awareness of potential impacts to the environment resulting from improper containment for disposal practices (Policy Action CFI 3.1.6).*

During the 2024 Calendar Year, the City provided public information and outreach materials regarding safe materials handling and the potential impacts to the environment resulting from improper disposal practices. This information is available to both residents and business owners, and is provided through the City's National Pollutant Discharge Elimination System Program. Additionally, the City received Measure W funds which were used to increase awareness and improve the efficiency of City programs.

## **Status of the General Plan – Community Resources and Wellness Element**

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The Community Resources and Wellness Element within the Artesia General Plan contains the following sub-elements: (1) Air Quality and Climate Change; (2) Open Space and Conservation; (3) Community Safety; and (4) Noise.

### **1. Air Quality and Climate Change Sub-Element**

The Air Quality and Climate Change Sub-Element is intended to protect the public's health and welfare by implementing the measures that allow the South Coast Air Basin to attain Federal and State air quality standards.

- A. Promote and participate in cooperative efforts with agencies and communities in the South Coast Air Basin to achieve clean air (Policy Action AQ 1.1.1).*

During Calendar Year 2024, the City continued to cooperate in efforts with agencies and communities in the South Coast Air Basin to achieve cleaner air in the region.

- B. Support programs that reduce emissions from building materials and methods that generate excessive pollutants through incentives and/or regulations (Policy Action AQ 1.3.2).*

During Calendar Year 2024, the City continued to implement the Construction and Demolition Debris Program. The Program requires that sixty-five percent (65%) of nonhazardous construction and demolition waste be recycled and/or salvaged for reuse. The City continues to support programs that reduce emissions and waste from building materials.

- C. Explore options for a city-wide compost program for food waste (Policy Action SUS 2.2.2.).*

During Calendar Year 2024, the City implemented SB 1383 mandatory organics recycling. The City held several educational programs in 2024 following program implementation. The City also distributed countertop composting pails to residents to assist with program compliance.

- D. Continue preventative maintenance and repair of City Vehicles and equipment, and investigate the possibility of converting vehicle fleet to clean fuel vehicles (Policy Action AQ 2.1.7)*

During the 2024 Calendar Year, the City began utilizing Enterprise Fleet Management to provide preventative maintenance and management services for all City-owned vehicles. Additionally, the City replaced four (4) aging vehicles in the Code Enforcement and Parking Enforcement Departments with new electric vehicles.

- E. Consider alternative work schedules for City employees to reduce employee driving (Policy Action QA 2.1.3).*

During the 2024 Calendar Year, the City adopted a voluntary Hybrid and Remote Work Policy which allows eligible employees the opportunity to work from home for a maximum of two days per week, thereby reducing the need to drive to work everyday.

## **2. Open Space and Conservation Sub-Element**

The Open Space and Conservation Sub-Element provides direction regarding the conservation and utilization of natural resources in the City. It also outlines strategies and actions to preserve and enhance open space areas in the City and meet the recreational needs of its residents.

- A. Encourage new development and redevelopment to provide parks, plazas or open space areas (Policy Action OS 1.2.2)*

During Calendar Year 2024, the City continued improvements on the Historical District Recreational Trails. Improvements included the installation of security fencing at select locations. The trails were opened for

public use during Calendar Year 2020, and additional improvements to the Historical District Recreational Trails will continue in Calendar Year 2025.

During Calendar Year 2024, the City received \$2,000,000 in grant funding from the State of California to develop a new Botanical Garden in the City. In 2024 the City procured a consultant to prepare the designs for the garden and hosted a Community Meeting to present design options and solicit community input. The City demolished the vacant structures on the property, completed a tree inventory and completed all necessary environmental analyses. Pre-construction efforts will continue in Calendar Year 2025.

During Calendar Year 2024, the City refurbished the baseball fields at Artesia Park to ensure their continued use for the community. Along with this project, the affiliated Snack Bar was also refurbished so it could be reopened for the enjoyment of the community during youth sports activities at Artesia Park.

- B. Consider land acquisition of vacant lots, abandoned properties, and unused rail right of way for neighborhood parks, pocket parks, and linear parks within existing neighborhoods (Policy Action OS 1.2.3).*

During Calendar Year 2024, the City acquired one additional parcel to expand A.J. Padelford Park and applied for additional grant funds to acquire more parcels. The City developed the previously acquired property by installing irrigation and grass and opened to the public in 2024.

### 3. Community Safety Sub-Element

The Community Safety Sub-Element provides comprehensive policies to prepare for and protect against fires, floods, and other major disasters. Its aim is to reduce the potential risk of loss of life, injuries, property damage, and economic and social dislocation resulting from hazards such as fires, floods, earthquakes, and landslides.

- A. Encourage cooperative agreements between the Sheriff's Department and local organizations such as schools and business groups. (Policy Action SAF 1.1.3)*

During Calendar Year 2024, the City co-sponsored with Los Angeles County Department of Animal Care and Control its first Vet in the Park Day event at Artesia Park. This event provided free services such as pet exams, vaccines, microchipping, and deworming medications. Also, spay and neuter services were provided to qualified animals, and pet licensing. This event promoted the health, safety, and welfare of people and animals.

- B. Adopt and require compliance with the most current versions of State or County building codes, or other relevant codes (Policy Action SAF 2.1.2).*



During Calendar Year 2024, the City continued to utilize the current Los Angeles County Building codes, which incorporated the new 2022 California Building Code. The City of Artesia continues to require compliance with the current versions of State and County building codes.

- C. *Continue to contract with the Los Angeles County Sheriff's Department to provide quality police protection for the City's population and regularly communicate to ensure needs are met (Policy Action SAF 5.1.1).*

During Calendar Year 2024, the City continued to contract with the Los Angeles County Sheriff's Department to provide quality police protection for the City's population. In 2024, the City Council continued funding the Sheriff's contract to include a dedicated Sergeant to serve Artesia's residents and increase police protection for the City's residents. Additionally, the City purchased and installed eleven (11) license plate readers throughout the City to support crime investigations and crime prevention.

- D. *Continue to contract with the County of Los Angeles Public Works Department for building safety review services (Policy Action SAF 6.2.2).*

During Calendar Year 2024, the City continued to contract with the County of Los Angeles Public Works Department for building safety review services.

- E. *Ensure that adequately trained staff is available to provide essential emergency public services (Policy Action SAF 7.1.1).*

During Calendar Year 2024, the City continued to adhere to the City's Local Hazard Mitigation Plan and Emergency Operations Plan. The plans were reviewed and approved by the California Office of Emergency Services (CalOES) and the Federal Emergency Management Agency (FEMA) in early 2020. Also, the City continued implementation of a Safety Committee with staff representation from all departments. The Committee hosted a training event by participating in the statewide Great Shake Out in October 2024, which runs staff and the public through a mock earthquake. In 2024 the Committee also completed a successful test of the emergency alert system for the City to ensure all systems were working properly and staff was familiar with how to provide vital information to the public in the case of an emergency.

4. Noise Sub-Element

The Noise Sub-Element identifies noise sources in the City, evaluates the potential for noise conflicts and problems, and identifies ways to reduce existing and potential noise impacts.

- A. *Enforce noise standards, as contained in the City's Noise Ordinance (Policy Action N 1.1.1).*

During Calendar Year 2024, the City continued to enforce noise standards through the City's Code Enforcement Department. Violators of the City's Noise Ordinance were cited and required to adhere to the City's permissible exterior sound limits. The City will continue to enforce noise standards through the City's Code Enforcement Department.

- B. Implement noise mitigation by placing conditions of approval on development projects, and require a clear description of mitigation on subdivision maps, site plans, and building plans for inspection purposes (Policy Action N 1.1.3).*

During Calendar Year 2024, the City continued to implement conditions of approval on restaurant development projects that include outdoor seating. The condition limits the noise levels allowed for any outdoor music at the restaurant in order to maintain a safe and healthy environment for the community. The City continues to work towards implementing additional noise mitigation measures.

### **Status of the General Plan – Community Culture and Economy Element**

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The Community Culture and Economy Element within the Artesia General Plan contains the following sub-elements: (1) Cultural and Historical Sub-Element; (2) Economic Development.

1. Cultural and Historical Sub-Element

The Cultural and Historical Sub-Element provides comprehensive policies to guide the preservation, protection, restoration and rehabilitation of cultural and historic resources in the City.

- A. Promote events and activities highlighting cultural and historic resources, and integrate cultural and historic aspects into City-sponsored events and programs (Policy Action CHR 2.1.1).*

During Calendar Year 2024, the City sponsored celebrations and activities as part of its annual events program. The City's largest annual event, the International Street Fair and Diversity Festival showcased the cultural diversity of the City with live performances, arts and craft vendors, and international food vendors. Other annual significant cultural event includes the Mariachi Festival.

2. Economic Development Sub-Element

The Economic Development Sub-Element presents policies to support a diverse, innovative, competitive, entrepreneurial, and sustainable local economy. These policies are designed to achieve a rising standard of living in the City.

- A. Support a business friendly environment for businesses to locate in Artesia and existing businesses to flourish (Policy Action ED 1.2.3).*

During Calendar Year 2024, the City continued to utilize webpages, in cooperation with the Artesia Chamber of Commerce and other local business groups, in order to share information about resources available to businesses owners.

Also, during Calendar Year 2024 the City continued to participate in the Gateway Cities Regional Fiber Network project. This project will install 120-miles of high-speed broadband fiber throughout the Gateway Cities region. This network will provide larger data capacity than what is currently commercially available, thereby providing businesses, residents, and educational institutions internet access that is faster and can support more complex processes.

- B. Continue to promote resident access to job training, skill enhancement and educational excellence (Policy Action ED 1.3.2).*

During Calendar Year 2024, the City continued to work with the Southeast Los Angeles County Workforce Development Board the Artesia to provide services including resume assistance, job training, business development, and skills enhancement. These services are free to the community.

Additionally, in Calendar Year 2024, the City implemented a Youth At Work Program with the Southeast Los Angeles County Workforce Development Board to provide job training at City facilities to youth workers.

- C. Maintain a responsible balance of revenue and expenditures (Community Policy Action ED 2.1).*

During Calendar Year 2024, the City closed the 2023-2024 Fiscal Year with a balanced budget that included a surplus of \$1,569,611.

- D. Monitor fiscal health of the community and prioritize capital improvement investments based on the anticipated revenue stream (Community Policy Action ED 2.1.1).*

During Calendar Year 2024, the City adopted its first 5-Year Capital Improvement Plan as part of the City's annual budget process. This Plan identifies revenue and ties it to community priorities for infrastructure projects.

- E. Explore opportunities to encourage growth in sectors that provide fiscal revenue (Policy Action ED 2.1.2).*

During Calendar Year 2023, the City permitted three cannabis retail shops and two of the three opened for business during Calendar Year 2024. This

represents a new sector of revenue opportunities that is a consumer-based tax and is not a direct tax on the City's businesses and residents.

## **Status of the General Plan – Sustainability Element**

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The Sustainability Element defines “sustainability” as development that meets the needs of the present without compromising the ability of future generations to meet their own needs. Sustainability requires that the social and economic decisions made by the City, its residents and business owners allow our economy and community to thrive without destroying the natural resources that support our way of life. The Sustainability Element charts the City's course for progress towards this objective.

*A. Prioritize the reduction of the amount of paper waste in municipal operations wherever possible (Policy Action SUS 2.1.4).*

During Calendar Year 2024, the City continued to utilize case management software that facilitates electronic filing, submittal, note-taking, and client correspondence. The Planning Department and Code Enforcement Department have experienced a significant reduction of paper waste since the software's implementation.

During Calendar Year 2024, the City implemented a digital agenda software called AgendaLink for the production of the City Council, City Commissions, and other appointed bodies agendas. The distribution of Commission agendas are now electronic. The City Clerks Office has experienced a significant reduction of paper waste this the software's implementation.

During Calendar Year 2024, the City completed the digitization of all employee files. This initiative streamlines record-keeping, enhances data accessibility and ensures compliance with retention and privacy regulations, as well as reducing paper waste and physical storage needs.

*B. Explore options for a city-wide compost program for food waste (Policy Action SUS 2.2.2.).*

During Calendar Year 2024, the City continued to be in compliance with California Assembly Bill 341 and 1826 which require the City to administer a commercial solid waste recycling program and a commercial organic waste recycling program. The City continued to implement SB 1383 mandatory organics recycling. The City continued to provide educational programs and countertop composting pails in 2024 to assist with program compliance.

*C. Prioritize the creation and implementation of a Construction and Demolition Debris ordinance to divert a minimum of 65% of waste, and monitor construction projects to ensure compliance. Develop a protocol to monitor progress and continuously improve diversion rate requirement (Policy Action SUS 2.3.1).*

During Calendar Year 2024, the City continued to implement the Construction and Demolition Debris Program. The Program requires that sixty-five percent (65%) of nonhazardous construction and demolition waste be recycled and/or salvaged for reuse. The City continues to support programs that reduce emissions and waste from building materials.

- D. Promote access to food for a healthy diet, locally and organically grown, if possible, in City facilities and schools. (Policy Action 6.1.2)*

During Calendar Year 2024, the City provided 879 meals to income qualified students as part of its Summer Food Program. This program provides free meals during the summer months when school is not in session and school breakfasts and lunches are not available.

- E. Promote the benefits of a healthy lifestyle and education and develop an education program for the community on the benefits of eating locally grown, organic foods. (Policy Action SUS 6.1.4).*

During Calendar Year 2024, the City developed and implemented the Artesia 65<sup>th</sup> Anniversary 5K Run and Wellness Fair with the assistance of local organizations and businesses. This was the first time the City ever implemented such an event. The event promoted the benefits of an active and healthy lifestyle as it celebrated the City's 65<sup>th</sup> anniversary.

**Attachment 1**

**Annual Housing Element Progress Report for Calendar Year 2024**

Please Start Here

General Information	
Jurisdiction Name	Artesia
Reporting Calendar Year	2024
Contact Information	
First Name	Sal
Last Name	Lopez
Title	Interim Community Development Director
Email	interimcddirector@cityofartesia.us
Phone	5628656262
Mailing Address	
Street Address	18747 Clarkdale Avenue
City	Artesia
Zipcode	90701

**Optional:** Click here to import last year's data. This is best used when the workbook is new and empty. You will be prompted to pick an old workbook to import from. Project and program data will be copied exactly how it was entered in last year's form and must be updated. If a project is no longer has any reportable activity, you may delete the project by selecting a cell in the row and typing ctrl + d.

[Click here to download APR Instructions](#)

Click here to add rows to a table. If you add too many rows, you may select a cell in the row you wish to remove and type ctrl + d.

v\_03\_03\_25

**Optional:** This runs a macro which checks to ensure all required fields are filled out. The macro will create two files saved in the same directory this APR file is saved in. One file will be a copy of the APR with highlighted cells which require information. The other file will be list of the problematic cells, along with a description of the nature of the error.

**Optional:** Save before running. This copies data on Table A2, and creates another workbook with the table split across 4 tabs, each of which can fit onto a single page for easier printing. Running this macro will remove the comments on the column headers, which contain the instructions. Do not save the APR file after running in order to preserve comments once it is

**Optional:** This macro identifies dates entered that occurred outside of the reporting year. RHNA credit is only given for building permits issued during the reporting year.

Link to the online system: <https://hcd.my.site.com/hcdconnect>

Toggles formatting that turns cells green/yellow/red based on data validation rules.

Submittal Instructions

**Please save your file as Jurisdictionname2024 (no spaces).** Example: the city of San Luis Obispo would save their file as SanLuisObispo2024

Housing Element Annual Progress Reports (APRs) forms and tables must be submitted to HCD and the Governor's Office of Planning and Research (OPR) on or before April 1 of each year for the prior calendar year; submit separate reports directly to both HCD and OPR pursuant to Government Code section 65400. There are two options for submitting APRs:

**1. Online Annual Progress Reporting System - Please see the link to the online system to the left.** This allows you to upload the completed APR form into directly into HCD's database limiting the risk of errors. If you would like to use the online system, email [APR@hcd.ca.gov](mailto:APR@hcd.ca.gov) and HCD will send you the login information for your jurisdiction. *Please note: Using the online system only provides the information to HCD. The APR must still be submitted to OPR. Their email address is [opr.apr@opr.ca.gov](mailto:opr.apr@opr.ca.gov).*

**2. Email** - If you prefer to submit via email, you can complete the excel Annual Progress Report forms and submit to HCD at [APR@hcd.ca.gov](mailto:APR@hcd.ca.gov) and to OPR at [opr.apr@opr.ca.gov](mailto:opr.apr@opr.ca.gov). Please send the Excel workbook, not a scanned or PDF copy of the tables.



Data is auto-populated based on data entered in Tables A, A2, C, and D

<b>Jurisdiction</b>	Artesia	
<b>Reporting Year</b>	2024	(Jan. 1 - Dec. 31)
<b>Housing Element Planning Period</b>	6th Cycle	10/15/2021 - 10/15/2029

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	21
Above Moderate		64
Total Units		85

Note: Units serving extremely low-income households are included in the very low-income

Units by Structure Type	Entitled	Permitted	Completed
Single-family Attached	0	0	0
Single-family Detached	0	1	1
2 to 4 units per structure	0	0	0
5+ units per structure	0	63	30
Accessory Dwelling Unit	0	21	22
Mobile/Manufactured Home	0	0	0
<b>Total</b>	<b>0</b>	<b>85</b>	<b>53</b>

Infill Housing Developments and Infill Units Permitted	# of Projects	Units
Indicated as Infill	30	85
Not Indicated as Infill	0	0

Housing Applications Summary	
Total Housing Applications Submitted:	13
Number of Proposed Units in All Applications Received:	0
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of SB 423 Streamlining Provisions - Applications	
Number of SB 423 Streamlining Applications	0
Number of SB 423 Streamlining Applications Approved	0

Units Constructed - SB 423 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>

Streamlining Provisions Used - Permitted Units	# of Projects	Units
SB 9 (2021) - Duplex in SF Zone	0	0
SB 9 (2021) - Residential Lot Split	0	0
AB 2011 (2022)	0	0
SB 6 (2022)	0	0
SB 423 (2023)	0	0

Ministerial and Discretionary Applications	# of	Units
Ministerial	13	0
Discretionary	0	0

Density Bonus Applications and Units Permitted	
Number of Applications Submitted Requesting a Density Bonus	0
Number of Units in Applications Submitted Requesting a Density Bonus	0
Number of Projects Permitted with a Density Bonus	0
Number of Units in Projects Permitted with a Density Bonus	0

Housing Element Programs Implemented and Sites Rezoned	Count
Programs Implemented	20
Sites Rezoned to Accommodate the RHNA	0

Cells in grey contain auto-calculation formulas

Jurisdiction	Artesia	
Reporting Year	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A

Housing Development Applications Submitted

Project Identifier					Unit Types		Date Application Submitted	Proposed Units - Affordability by Household Incomes								Total Approved Units by Project	Total Disapproved Units by Project	Streamlining	Density Bonus Law Applications		Application Status	Project Type	Notes
1					2	3	4	5								7	8	9	10		11	12	13
Prior APN <sup>+</sup>	Current APN	Street Address	Project Name <sup>+</sup>	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+,ADU,MH)	Tenure R=Renter O=Owner	Date Application Submitted (see instructions)	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total PROPOSED Units by Project	Total APPROVED Units by project	Total DISAPPROVED Units by Project	Please select state streamlining provision/s the application was submitted pursuant to.	Did the housing development application seek incentives or concessions pursuant to Government Code section 65915?	Were incentives or concessions requested pursuant to Government Code section 65915 approved?	Please indicate the status of the application.	Is the project considered a ministerial project or discretionary project?	Notes <sup>+</sup>
Summary Row: Start Data Entry Below								0	0	0	0	0	0	0	0	0	0						
	7035006074	11461 178TH		ARTESIA	ADU	R	3/18/2024								0	0		NONE	No	No	Pending	Ministerial	
	7040003012	18319 IBEX		ARTESIA	ADU	R	4/16/2024								0			NONE	No	No	Pending	Ministerial	
	7040003012	17929 HORST		ARTESIA	ADU	R	4/24/2024								0			NONE	No	No	Pending	Ministerial	
	7033027027	18616 GRIDLEY		ARTESIA	ADU	R	5/23/2024								0			NONE	No	No	Pending	Ministerial	
	7033014018	18103 ARLINE		ARTESIA	ADU	R	8/29/2024								0			NONE	No	No	Pending	Ministerial	
		17902 THORNLAKE		ARTESIA	ADU	R	9/25/2024								0			NONE	No	No	Pending	Ministerial	
	7040007003	17424 Elaine		ARTESIA	ADU	R	10/31/2024								0			NONE	No	No	Pending	Ministerial	
	7040014002	17506 Elaine		ARTESIA	ADU	R	10/31/2024								0			NONE	No	No	Pending	Ministerial	
	7033024028	17623 Thornlake		ARTESIA	ADU	R	11/4/2024								0			NONE	No	No	Pending	Ministerial	
	7039018040	18522 Pioneer		ARTESIA	ADU	R	11/27/2024								0			NONE	No	No	Pending	Ministerial	
		17523 Pioneer		ARTESIA	ADU	R	12/5/2024								0			NONE	No	No	Pending	Ministerial	
	7033026001			ARTESIA	ADU	R	12/12/2024								0			NONE	No	No	Pending	Ministerial	
	7025007035			ARTESIA	SFD	O	12/17/2024								0			NONE	No	No	Pending	Ministerial	

Jurisdiction	Artesia
Reporting Year	2024 (Jan. 1 - Dec. 31)
Planning Period	6th Cycle 10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "\*" indicates an optional field

Cells in grey contain auto-calculation formulas

Table A2 Annual Building Activity Report Summary - New Construction, Entitled, Permits and Completed Units																									
Project Identifier				Unit Types		Affordability by Household Incomes - Completed Entitlement										Affordability by Household Incomes - Building Permits									
1				2	3	4								5	6	7							8	9	
Prior APN*	Current APN	Street Address	Project Name*	Local Jurisdiction Tracking ID	Unit Category (SFA,SFD,2 to 4,5+ADU,MH)	Tenure R=Renter O=Owner	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Entitlement Date Approved	# of Units issued Entitlements	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Building Permits Date Issued	# of Units Issued Building Permits	
Summary Row: Start Data Entry Below							0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	21	64	85	
	7033011012	17522 HORST		ARTESIA	ADU	R										0						1	21	8/15/2024	85
		12046 Bendosa		ARTESIA	SFD	O										0						1		1/3/2024	1
	7035002034	11457 Hart		ARTESIA	ADU	R										0						1		4/25/2024	1
	7039011025	18626 CORBY		ARTESIA	ADU	R										0						2		4/25/2024	2
	7040031013	18620 HORST		ARTESIA	ADU	R										0						1		5/17/2024	1
	7039025001	11543 186TH		ARTESIA	ADU	R										0						1		7/30/2024	1
	7014003025	11704 ARKANSAS		ARTESIA	5+	O										0						6		10/8/2024	6
	7014003025	11706 ARKANSAS		ARTESIA	5+	O										0						8		10/8/2024	8
	7014003025	11710 ARKANSAS		ARTESIA	5+	O										0						6		10/8/2024	6
	7014003025	11712 ARKANSAS		ARTESIA	5+	O										0						5		10/8/2024	5
	7014003025	11716 ARKANSAS		ARTESIA	5+	O										0						5		8/1/2024	5
	7014003025	11718 ARKANSAS		ARTESIA	5+	O										0						9		8/1/2024	9
	7014003025	11718 ARKANSAS		ARTESIA	5+	O										0						9		8/1/2024	9
	7014003025	11720 ARKANSAS		ARTESIA	5+	O										0						5		8/1/2024	5
	7014003025	11722 ARKANSAS		ARTESIA	5+	O										0						5		8/1/2024	5
	7014003025	11550 183RD		ARTESIA	5+	O										0						5		8/1/2024	5
	7040029076	18917 GRAYLAND		ARTESIA	ADU	R										0						1		9/4/2024	1
	7054010001	18402 NORWALK		ARTESIA	ADU	R										0						1		12/3/2024	1
	7054010001	18402 NORWALK		ARTESIA	ADU	R										0						1		12/3/2024	1
	7033027028	11969 ASHWORTH		ARTESIA	ADU	R										0						1		7/23/2024	1
	7033016018	11969 ASHWORTH		ARTESIA	ADU	R										0						1		9/23/2024	1
	7035015028	17602 ROBERTSON		ARTESIA	ADU	R										0						1		2/12/2024	1
	7040031013	18620 HORST		ARTESIA	ADU	R										0						1		5/17/2024	1
	7040002013	18501 NORWALK		ARTESIA	ADU	R										0						1		7/23/2024	1
	7039011025	11980 187TH		ARTESIA	ADU	R										0						2		5/30/2024	2
	7011017063	11972 ARKANSAS		ARTESIA	ADU	R										0						1		10/29/2024	1
	7054020027	12048 HIBBING		ARTESIA	ADU	R										0						1		11/19/2024	1
	7025020056	18325 GRAYLAND		ARTESIA	ADU	R										0						1		8/1/2024	1
	7025020056	18325 GRAYLAND		ARTESIA	ADU	R										0						1		9/26/2024	1
	7054008022	12326 MEADOW		ARTESIA	ADU	R										0						1		12/27/2024	1
	7054009028	19012 HORST		ARTESIA	ADU	R										0									0
	7054006025	12219 CAMBRIAN		ARTESIA	ADU	R										0									0
	7033012007	17422 GRAYLAND		ARTESIA	ADU	R										0									0
	7033021010	12139 175TH		ARTESIA	ADU	R										0									0
	7040010005	18420 DEVLIN		ARTESIA	ADU	R										0									0
	7033009020	17423 GRAYLAND		ARTESIA	ADU	R										0									0
	7035005042	11504 ARTESIA		ARTESIA	5+	O										0									0
	7035005042	11504 ARTESIA		ARTESIA	5+	O										0									0
		11727 168TH		ARTESIA	ADU	R										0									0
	7039016010	18744 JERSEY		ARTESIA	ADU	R										0									0
	7054011002	17022 ROBERTSON		ARTESIA	ADU	R										0									0
	7035008019	17811 ROBERTSON		ARTESIA	SFD	O										0									0
	7025020056	18002 THORN LAKE		ARTESIA	ADU	R										0									0
	7030030010	18504 ALBURTIS		ARTESIA	ADU	R										0									0
	7040029009	11938 186TH		ARTESIA	ADU	R										0									0
	7035005042	11504 ARTESIA		ARTESIA	5+	O										0									0
	7035005042	17801 PIONEER		ARTESIA	5+	O										0									0
	7054007048	12233 MEADOW		ARTESIA	ADU	R										0									0
	7040022027	18316 SEINE		ARTESIA	ADU	R										0									0
	7040011013	18316 SEINE		ARTESIA	ADU	R										0									0
	7035005042	11504 ARTESIA		ARTESIA	5+	O										0									0
	7035005042	17127 PIONEER		ARTESIA	5+	O										0									0
	7039003027	18501 CORBY		ARTESIA	ADU	R										0									0
	7033022028	11919 183RD		ARTESIA	ADU	R										0									0
	7033013001	17402 HORST		ARTESIA	ADU	R										0									0
	7033013001	17127 PIONEER		ARTESIA	ADU	R										0									0
	7054010026	12231 BINGHAM		ARTESIA	ADU	R										0									0
	7054010026	12231 BINGHAM		ARTESIA	ADU	R										0									0
	7040022021	18712 ARLINE		ARTESIA	ADU	R										0									0

[illegible]



<b>Jurisdiction</b>	Artesia	
<b>Reporting Year</b>	2024	(Jan. 1 - Dec. 31)
<b>Planning Period</b>	6th Cycle	10/15/2021 - 10/15/2029

## ANNUAL ELEMENT PROGRESS REPORT Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.  
Please contact HCD if your data is different than the material supplied here

Table B														
Regional Housing Needs Allocation Progress														
Permitted Units Issued by Affordability														
		1	Projection Period	2									3	4
Income Level		RHNA Allocation by Income Level	Projection Period - 06/30/2021-10/14/2021	2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	312	-	-	-	-	-	-	-	-	-	-	-	312
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	
Low	Deed Restricted	168	-	-	-	-	-	-	-	-	-	-	-	168
	Non-Deed Restricted		-	-	-	-	-	-	-	-	-	-	-	
Moderate	Deed Restricted	128	-	-	-	-	-	-	-	-	-	-	-	
	Non-Deed Restricted		-	-	-	-	21	-	-	-	-	-	21	107
Above Moderate		461	8	3	6	-	64	-	-	-	-	-	81	380
Total RHNA		1,069												
Total Units			8	3	6	-	85	-	-	-	-	-	102	967
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).														
		5											6	7
		Extremely low-Income Need		2021	2022	2023	2024	2025	2026	2027	2028	2029	Total Units to Date	Total Units Remaining
Extremely Low-Income Units*		156		-	-	-	-	-	-	-	-	-	-	156

\*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Please Note: Table B does not currently contain data from Table F or Table F2 for prior years. You may login to the APR system to see Table B that contains this data.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at [apr@hcd.ca.gov](mailto:apr@hcd.ca.gov).

VLI Deed Restricted  
VLI Non Deed Restricted  
LI Deed Restricted  
LI Non Deed Restricted  
MI Deed Restricted  
MI Non Deed Restricted  
Above Mod Income



# ANNUAL ELEMENT PROGRESS REPORT

## Housing Element Implementation

Jurisdiction	Artesia		
Reporting Year	2024	(Jan. 1 - Dec. 31)	
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Mortgage Credit Certificate Program	MCC Program Participation	Ongoing	Program in effect
Maximize External Funding R	Funding for affordable housing construction	Ongoing	Program in effect
Participation in Gateway cities COG	Participation in Gateway Cities COG	Ongoing	Program in effect
Housing for lower income households	Housing for lower income households	annual basis	Program in effect
Mixed Use overlay	adopt mixed use overlay	by end of 2023	program in effect
Expedited processing for special needs housing	expedited processing	ongoing	Program in effect
technical assistance for special needs housing development	technical assistance	Ongoing	Program in effect
adequate sites for transitional and supportive housing	compliance with sb2	within 1 year of housing element adoption	Program in effect
Green building practices and energy conservation	encourage energy conservation in residential development	Ongoing	Program in effect
Priority code enforcement	identify and prioritize target areas for proactive code enforcement	Ongoing	Program in effect
land inventory	vacant and underutilized land inventory	annual update	Program in effect
Provide adequate sites for housing development	adequate sites for housing	rezone parcels by within 1 year of housing element adoption	Program in effect
Fair housing referrals	fair housing referrals	Ongoing	Program in effect
reasonable accommodation	reasonable accommodation procedures	Ongoing	Program in effect
Section 8 Housing vouchers	Section 8 vouchers	annually	Program in effect
Informational manuals and handouts	informational manuals and handouts	ongoing	Program in effect
annual housing report	annual report to hcd	annually	Program in effect
development review process handouts	development review process handouts	ongoing	Program in effect
preapplication coordination with developers	preapplication meeting with developers	Ongoing	Program in effect
expedited processing and fee waivers	expedited processing/fee waivers for affordable housing	Ongoing	Program in effect



Jurisdiction	Artesia	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field  
Cells in grey contain auto-calculation formulas

Table E									
Commercial Development Bonus Approved pursuant to GC Section 65915.7									
Project Identifier				Units Constructed as Part of Agreement				Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
1				2				3	4
APN	Street Address	Project Name <sup>+</sup>	Local Jurisdiction Tracking ID <sup>+</sup>	Very Low Income	Low Income	Moderate Income	Above Moderate Income	Description of Commercial Development Bonus	Commercial Development Bonus Date Approved
Summary Row: Start Data Entry Below									

Jurisdiction	Artesia	
Reporting Period	2024	31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation

Note: "+" indicates an optional field  
Cells in grey contain auto-calculation formulas

Table F									
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)									
Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.									
Activity Type	Units that Do Not Count Towards RHNA <sup>+</sup> Listed for Informational Purposes Only				Units that Count Towards RHNA <sup>+</sup> Note - Because the statutory requirements severely limit what can be counted, please contact HCD at apr@hcd.ca.gov and we will unlock the form which enable you to populate these fields.			The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 <sup>+</sup> . For detailed reporting requirements, see the ckcklist here:	
	Extremely Low-Income <sup>+</sup>	Very Low-Income <sup>+</sup>	Low-Income <sup>+</sup>	TOTAL UNITS <sup>+</sup>	Extremely Low-Income <sup>+</sup>	Very Low-Income <sup>+</sup>	Low-Income <sup>+</sup>	TOTAL UNITS <sup>+</sup>	<a href="https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf">https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf</a>
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Units									
Mobilehome Park Preservation									
Total Units by Income									



**ANNUAL ELEMENT PROGRESS REPORT**  
**Local Early Action Planning (LEAP) Reporting**  
 (CCR Title 25 §6202)

<b>Total Award Amount</b>	\$	-	Total award amount is auto-populated based on amounts entered in rows 15-26.
---------------------------	----	---	--

*Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Table A2)*

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	21
Above Moderate		64
Total Units		85

Certificate of Occupancy Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	22
Above Moderate		31
Total Units		53

<b>Jurisdiction</b>	Artesia
<b>Reporting Period</b>	(Jan. 1 - Dec. 31) 2024
<b>Period</b>	6th Cycle 10/15/2021 - 10/15/2029

**NOTE:** This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting

Note: "+" indicates an optional field  
Cells in grey contain auto-calculation formulas

**ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation**

Table G						
Locally Owned Lands Included in the Housing Element Sites Inventory that have been sold, leased, or otherwise disposed of						
Project Identifier						
1				2	3	4
APN	Street Address	Project Name <sup>+</sup>	Local Jurisdiction Tracking ID <sup>+</sup>	Realistic Capacity Identified in the Housing Element	Entity to whom the site transferred	Intended Use for Site
Summary Row: Start Data Entry Below						

Jurisdiction	Artesia	NOTE: This table must contain an inventory of ALL surplus/excess lands the reporting jurisdiction owns	Note: "+" indicates an optional field Cells in grey contain auto-calculation formulas
Reporting Period	2024 (Jan. 1 - Dec. 31)		

ANNUAL ELEMENT PROGRESS REPORT  
Housing Element Implementation

For Los Angeles County jurisdictions, please format the APN's as follows:9999-999-999

Table H						
Locally Owned Surplus Sites						
Parcel Identifier				Designation	Size	Notes
1	2	3	4	5	6	7
APN	Street Address/Intersection	Existing Use	Number of Units	Surplus Designation	Parcel Size (in acres)	Notes
Summary Row: Start Data Entry Below						

Jurisdiction	Artesia	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY. This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code 65915(b)(1)(F)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table J														
Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 65915														
Project Identifier				Project Type	Date	Units (Beds/Student Capacity) Approved							Units (Beds/Student Capacity) Granted	Notes
1				2	3	4							5	6
APN	Street Address	Project Name*	Local Jurisdiction Tracking ID*	Unit Category (SH - Student Housing)	Date	Very Low-Income Deed Restricted	Very Low-Income Non Deed Restricted	Low-Income Deed Restricted	Low-Income Non Deed Restricted	Moderate-Income Deed Restricted	Moderate-Income Non Deed Restricted	Above Moderate-Income	Total Additional Beds Created Due to Density Bonus	Notes
Summary Row: Start Data Entry Below														

Jurisdiction	Artesia	
Reporting Period	2024	(Jan. 1 - Dec. 31)
Planning Period	6th Cycle	10/15/2021 - 10/15/2029

ANNUAL ELEMENT PROGRESS REPORT

Table K
Tenant Preference Policy

Local governments are required to inform HCD about any local tenant preference ordinance the local government maintains when the jurisdiction submits their annual progress report on housing approvals and production, per Government Code 7061 (SB 649, 2022, Cortese). Effective January 1, 2023, local governments adopting a tenant preference are required to create a webpage on their internet website containing authorizing local ordinance and supporting materials, no more than 90 days after the ordinance becomes operational.

Does the Jurisdiction have a local tenant preference policy?		
If the jurisdiction has a local tenant preference policy, provide a link to the jurisdiction's webpage containing authorizing local ordinance and supporting materials.		
Notes		





# CITY COUNCIL AGENDA REPORT

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**MEETING DATE:** March 17, 2025

**ITEM NO:** 11A.

**TO:** Mayor and Members of the City Council

**SUBJECT:** Late-Night/Early-Morning Permit for Starbucks at 11732 Artesia Boulevard

**FROM:** Bill Rodrigues, Acting Planning Manager  
Sal Lopez, Interim Community Development Director

**REVIEWED AND APPROVED BY:**

Melissa Burke, Deputy City Manager  
HongDao Nguyen, City Attorney  
Abel Avalos, City Manager

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**RECOMMENDATION:**

Staff recommends that the City Council open the hearing, receive testimony, close the hearing, and, by motion, adopt Resolution No. 25-3032, A Resolution of the City Council of the City of Artesia, California Granting a Late-Night/Early-Morning Permit Pursuant to Artesia Municipal Code Section 3-2.209 to Starbucks Restaurant Located at 11732 Artesia Boulevard and Finding that the Request is Exempt from CEQA Pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines.

**BACKGROUND:**

The subject site is located at 11732 Artesia Boulevard, which is an approximate 0.81-acre rectangular parcel with frontage on both Artesia Boulevard to the north and 175<sup>th</sup> Street to the south. The subject site is part of the Artesia Boulevard Corridor Specific Plan.

The subject site is developed with an approximate 2,314-square foot, fast-food restaurant building that was last occupied by Naugles Tacos & Burgers. On August 20, 2024, by a vote of 4 ayes and 0 noes with one Commissioner absent, the Planning Commission approved Design Review 2024-19 for site improvements and a comprehensive sign program for a new Starbucks.

As described in the attached Design Review staff report, the Starbucks restaurant would consist of a café, with drive-through lane and outdoor patio. Subject to the City Council's approval of a Late-Night/Early-Morning permit, Starbucks would like the option to operate 24 hours a day 7 days a week. The restaurant would employ approximately 20 employees in multiple shifts consisting of up to 6 employees per shift. Forty-five parking spaces would be provided on-site to satisfy the City's parking requirement.

Starbucks is considered a coffee restaurant with ancillary retail and is a permitted land use in the Artesia Boulevard Corridor Specific Plan. Improvements to the Naugles building to convert it to a Starbucks include modifying the roof line but retaining the main building parapet height at 17 feet 2 inches, removing the "tower" elements, adding rooftop mechanical screens, and changing building colors and materials to be consistent with Starbucks' corporate identity. Additionally the drive-thru lane will be extended, the trash enclosure will be relocated, and landscape enhancements will be made to the property.

The area adjacent near the subject site contains an eclectic mix of land uses that include detached single family uses to the south (across 175<sup>th</sup> Street); single and multiple-family residential to the west (fronting on 175<sup>th</sup> Street); residential, commercial, and automotive uses to the west (fronting on Artesia Blvd.); a concrete batch plant and Shell service station to the north (across Artesia Blvd.); and a commercial retail center (Artesia Plaza) to the west (fronting on both Artesia Boulevard, Pioneer Boulevard, and 175<sup>th</sup> Street).

**ANALYSIS:**

Starbucks request is to have the opportunity to operate 24 hours a day, 7 days a week, 365 days per year.

Pursuant to Artesia Municipal Code Section 3-2.209, City Council approval of a Late-Night/Early-Morning permit is required for business hours occurring between midnight and 6:00 AM. The City Council has discretion to determine if the requested late-night/early-morning hours should be granted as requested, reduced, or denied.

When determining whether or not to grant, conditionally grant, or deny the Late-Night/Early-Morning Permit, the City Council is required to (1) evaluate the issuance criteria specified in Section 3-2.106 (General Business Licenses/Permits); and (2) evaluate the additional criteria set forth in Section 3-2.209, which is specific to late night and early morning permits.

More specifically, in accordance with Section 3-2.106(c), the City Council must find that none of the following apply to the business operations:

1. The granting of the permit would result in the establishment of a use or occupancy of land in violation of the zoning laws or zoning map of the City;
2. The granting of the permit would result in an occupancy or use in violation of any other provision or regulation of the Municipal Code;
3. The granting of the permit would be contrary to any other standards or provisions of Chapter 2 of Title 3 of the Municipal Code applicable thereto;
4. The granting of the permit, or occupancy or use pursuant thereto, would result in the creation or maintenance of a public nuisance;
5. The granting of the permit by reason of special or unusual circumstances would be detrimental to the public interest or endanger the public health, safety, morals, or welfare;
6. The applicant therefore is a person unfit to be trusted with the privileges granted by such permit, and it is in the public interests that he or she not be granted such permit; or
7. The applicant therefore has knowingly made a false statement on a material matter in his or her application or in his or her testimony before the Council and it is, therefore, in the public interests that he or she not be granted such permit.

Additionally, in accordance with Section 3-2.209, the Council must consider the following criteria, which is specific to late-night/early-morning permits:

1. The proximity of the proposed late night and early morning operation to surrounding residential zoned property, schools, churches, parks and public buildings and the effect the proposed operation would likely have on such surrounding properties and uses; and

2. The proximity of the proposed late night and early morning operation to other establishments that are authorized to operate after 12:00 AM midnight or before 6:00 AM.

Should the Council grant or conditionally grant the Late-Night/Early-Morning Permit, Section 3-2.209 provides that “Any permit issued pursuant to this section shall be valid for an initial duration of five (5) years from the date of issuance and shall be automatically renewed, at the end of the fifth year, for additional one (1) year terms.” This automatic renewal can be prevented if, prior to the expiration of the then current term, the City takes both of the following actions:

- Provides notice to the permit holder at least ninety (90) days prior to the expiration of the current term of the intent of the City to consider not extending the permit beyond the current term; and
- The City Council, following a noticed public hearing, determines not to extend the permit beyond the then current term.

Regarding Section 3-2.106, staff finds that none of the criteria contained in subsection (c) apply to this request. The granting of a Late-Night/Early-Morning Permit would not violate the Municipal Code and would not be detrimental to the public interest or endanger the public health, safety, morals, or welfare. Additionally, there were also no false statements detected in the project application nor are there any concerns related to the applicant being unfit.

The Late-Night/Early-Morning Permit is consistent with the underlying project, which is a Starbucks fast food restaurant. The project is designed to be compatible, complementary and harmonious with surrounding buildings. The building and site is designed to orient towards Artesia Boulevard, which is an east-west trending arterial street. In fact, that portion of Artesia Boulevard located west of Pioneer Boulevard is subject to the Artesia Boulevard Corridor Specific Plan. The specific plan seeks to re-envision, redevelop, and reinvigorate Artesia Boulevard as a mixed-use of area consisting of food, retail, and residential uses.

The project is also consistent with the City's General Plan as the project will be located within the Gateway Community Commercial land use designation area, an area that encourages the development of a complementary mix of commercial retail, and office uses to expand economic vibrancy and livability in the City's core commercial area.

The site for the proposed use is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping, volumes of traffic, traffic levels of service, and other development features as required by the Zoning Code in order to integrate the proposed use with the uses in Commercial General Zone. As part of the project, Starbucks will be replacing parking spaces that are located along the southerly property line with an approximate 14.5-foot-deep landscape planter and approximate 5 foot tall wall. The combination of wall and landscaping will push Starbucks' drive-through lane operations farther back from the residential uses located across 175<sup>th</sup> Street. And with the drive-through located on the easterly side of the parcel, it will be on the opposite side of the multi-family residential uses located on the adjacent westerly parcel. Because of these design considerations, staff is comfortable that overnight operations will be compatible with nearby land uses. Generally, business activity will be less active during overnight hours as compared to Starbucks typical morning and late evening peak hours. Additionally, in the very early morning hours, staff further expects to see drive-through volume drop only increasing in the lead up before 6 AM commensurate with local commuting patterns. And to further ensure neighborhood compatibility, staff is recommending that approval of this request be conditioned such that parking lot light levels are reduced and incorporate light shields, that order board light levels are similarly reduced to avoid glare, that order board speaker volume levels be lowered, and that delivery hours be limited to daytime through early-evening hours so that nearby residents will continue to have the quiet enjoyment of their properties while Starbucks can benefit from a twenty-four hour operation.

For the reasons described above, the proposed Late-Night/Early-Morning Permit complies with the criteria established in Section 3-2.209(b) of the Artesia Municipal Code based on the following:

1. The proximity of the proposed late night and early operation to surrounding residential zoned property, schools, churches, park and public buildings and the effect the proposed operation would likely have on such surrounding properties and uses.
  - a. The project will not have a negative effect on the surrounding properties and uses. The adjacent development includes residential uses to the west and south and commercial uses to the east and north. The project site is located within the Artesia Boulevard Corridor Specific Plan and nearby Pioneer Boulevard (the City's primary north-south commercial corridor) and is one block removed from the 91 Freeway. While most other businesses in this area don't operate during overnight hours, staff believes that the project's design and recommended conditions of approval will ensure that Starbucks is a good neighbor.
  - b. The proximity between the residential units and any potential source of noise from the project are sufficient that any noise coming from the drive-through or parking lot during the late night hours would be minimal to the residences.
  - c. Starbucks is an international corporation with thousands of global location. There is no reason to believe that their operation of this location will be drastically different than any other location such that protesting the issuance of this permit is justified.
  - d. There are conditions of approval that would require the project operations, including any noise coming from the drive through and parking lot, to be in compliance with the City's Noise Ordinance. Additionally, conditions of approval have been added that would give the Council the ability to bring applicant before it for a hearing should there be any persistent issues relating to noise, security, or the general health and safety of the public.
2. The proximity of the proposed Late-Night/Early-Morning Permit operation to other establishments that are authorized to operate after 12:00 AM midnight or before 6:00 AM.
  - a. According to City records, there are no abutting businesses operating with a Late-Night/Early-Morning Permit. Therefore, the proposed late-night/early-morning permit for the Starbucks restaurant will not result in a cumulative impact to adjacent residential uses.

#### **ENVIRONMENTAL:**

Pursuant to the California Environmental Quality Act (CEQA), the Planning Department Staff has determined that the Late-Night/Early-Morning Permit in conjunction with the approved project is categorically exempt from the provisions of CEQA and the City's CEQA Guidelines pursuant to Section 15301 (Class 1) as an existing facility.

#### **FISCAL IMPACT:**

There is no cost to the General Fund with approval of this item. The City will receive nominal sales tax benefit to the General Fund once Starbucks is open from sales of non-food related items for the life of the use.

#### **RECOMMENDED COUNCIL ACTION:**

Staff recommends that the City Council open the hearing, receive testimony, close the hearing, and, by motion, adopt Resolution No. 25-3032, A Resolution of the City Council of the City of Artesia, California Granting a Late-Night/Early-Morning Permit Pursuant to Artesia Municipal Code Section 3-2.209 to Starbucks Restaurant Located at 11732 Artesia Boulevard and Finding that the Request is Exempt from CEQA Pursuant to Section 15301 (Existing Facilities) of the CEQA Guidelines.

**Attachments**

[Resolution No. 25-3032.pdf](#)

## **RESOLUTION NO. 25-3032**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARTESIA, CALIFORNIA GRANTING A LATE-NIGHT/EARLY-MORNING PERMIT PURSUANT TO ARTESIA MUNICIPAL CODE SECTION 3-2.209 TO STARBUCKS RESTAURANT LOCATED AT 11732 ARTESIA BOULEVARD AND MAKING A DETERMINATION OF A CLASS 1 CATEGORICAL EXEMPTION FROM CEQA PURSUANT TO SECTION 15331 (EXISTING FACILITIES) OF THE CEQA GUIDELINES**

**THE CITY COUNCIL OF THE CITY OF ARTESIA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:**

#### **SECTION 1:** Recitals.

A. Section 3-2.209 of the Artesia Municipal Code requires all service or commercial establishments in the City that intend to conduct retail operations between the hours of 12:00 AM and 6:00 AM to obtain a permit for late-night and early-morning commercial operations (hereinafter a “Late-Night/Early-Morning Permit”).

B. An application for a Late-Night/Early-Morning Permit was filed by Starbucks (hereinafter the “applicant”) in conjunction with their proposal to operate a one-story, 2,314 square foot restaurant with a drive through located at 11732 Artesia Boulevard, Artesia, CA 90701, in the Artesia Boulevard Corridor Specific Plan. The applicant is proposing to operate the restaurant from twenty-four hours a day, seven days a week.

C. The Planning Commission approved the project and adopted Resolution No. 2024-11P, which, in Section 7, included Condition of Approval No. 8 requiring that the applicant meet all requirements on the Artesia Municipal Code, which includes obtaining a Late-Night/Early-Morning Permit to operate between the hours of 12:00 am (midnight) to 6:00 am, seven days a week.

D. The City gave notice of the public hearing for this Late-Night/Early-Morning Permit as required by the Municipal Code.

E. The application for the Late-Night/Early-Morning Permit was reviewed by City Staff and the Los Angeles County Sheriff’s Department for purposes of evaluating the applicant’s compliance with the criteria for issuance of the permit per Section 3-2.209 of the Artesia Municipal Code.

F. A public hearing was held by the City Council on March 17, 2025 to consider the applicant’s request for the Late-Night/Early-Morning Permit. During the consideration of this item, a Staff Report was presented, followed by an opportunity for the applicant and the public to provide comment on the matter. Following the receipt of all testimony, the public hearing was closed.

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

**SECTION 2:** The City Council hereby finds that each of the recitals and findings of fact set forth above is true and correct and is incorporated herein by this reference as part of the decision.

**SECTION 3:** Pursuant to the California Environmental Quality Act (CEQA), the City Council has determined that the Late-Night/Early-Morning Permit in conjunction with the project is categorically exempt from the requirements of CEQA and the City's CEQA Guidelines pursuant to CEQA Guidelines Section 15301 (Class 1) as an existing facility.

**SECTION 4:** Based upon the consideration of the entire record before it, the City Council makes the following findings in connection with the application pursuant to Section 3-2.209 of the Artesia Municipal Code:

**1. The proximity of the proposed late night and early operation to surrounding residential zoned property, schools, churches, park and public buildings and the effect the proposed operation would likely have on such surrounding properties and uses.**

- a) The project will not have a negative effect on the surrounding properties and uses. The adjacent development includes residential uses to the west and south and commercial uses to the east and north. The project site is located within the Artesia Boulevard Corridor Specific Plan and nearby Pioneer Boulevard (the City's primary north-south commercial corridor) and is one block removed from the 91 Freeway. While most other businesses in this area don't operate during overnight hours, staff believes that the project's design and recommended conditions of approval will ensure that Starbucks is a good neighbor.
- b) The proximity between the residential units and any potential source of noise from the project are sufficient that any noise coming from the drive-through or parking lot during the late night hours would be minimal to the residences.
- c) Starbucks is an international corporation with thousands of global locations. There is no reason to believe that their operation of this location will be drastically different than any other location such that protesting the issuance of this permit is justified.
- d) There are conditions of approval that would require the project operations, including any noise coming from the drive through and

parking lot, to be in compliance with the City's Noise Ordinance. Additionally, conditions of approval have been added that would give the Council the ability to bring applicant before it for a hearing should there be any persistent issues relating to noise, security, or the general health and safety of the public.

**2. The proximity of the proposed late night and early morning operation to other establishments that are authorized to operate after 12:00 AM midnight or before 6:00 AM.**

- a) According to City records, there are no abutting businesses operating with a Late-Night/Early-Morning Permit. Therefore, the proposed late-night/early-morning permit for the Starbucks restaurant will not result in a cumulative impact to adjacent residential uses.

**SECTION 5:** Based upon the consideration of the entire record before it, the City Council makes the following findings in connection with the application pursuant to Section 3-2.106 of the Artesia Municipal Code:

**1. The granting of the permit would result in the establishment of a use or occupancy of land in violation of the zoning laws or zoning map of the City;**

- a) The granting of a Late-Night/Early-Morning Permit does not violate the Municipal Code. The Late-Night/Early-Morning Permit is consistent with the underlying project, which is a fast food Starbucks restaurant. The project is designed to be compatible, complementary and harmonious with surrounding buildings. The Project will be required to comply with all conditions of approval, including addressing the various operational activities on the property and reducing potential nuisance impacts between the Project and neighboring properties, and all Building & Safety, Engineering/Public Works and County Fire Department requirements. The permit and inspection process will ensure that the proposed Project complies with local regulations and development codes.
- b) The project is also consistent with the City's General Plan as the project will be located within the Gateway Community Commercial land use designation area, an area that encourages the development of a complementary mix of commercial retail, and office uses to expand economic vibrancy and livability in the City's core commercial area.



**2. The granting of the permit would result in an occupancy or use in violation of any other provision or regulation of the Municipal Code;**

Granting the Late-Night/Early-Morning Permit does not violate any provision of the Municipal Code.

**3. The granting of the permit would be contrary to any other standards or provisions of Chapter 2 of Title 3 of the Municipal Code applicable thereto;**

The Late-Night/Early-Morning Permit and the underlying project promote the health and well-being of the City's business community. Neither are in substantial conflict with the General Plan 2030. The proposed use will be located within the Gateway Community Commercial land use designation area, an area that encourages the development of a complimentary mix of commercial retail, and office uses to expand economic vibrancy and livability in the City's core commercial area. The proposed use will be consistent with Community Policy LU 1.2 that "encourage(s) a wide variety of retail and commercial services in appropriate locations," as well as Community Policy LU 3.1 that "encourage[s] a mix of retail shops and services along the commercial corridors and in centers that better meet the needs of the area's present and future customers." The establishment of the proposed use at the proposed location will contribute to the diversification of the services and products that the commercial area can offer to its customers.

**4. The granting of the permit, or occupancy or use pursuant thereto, would result in the creation or maintenance of a public nuisance;**

a) The proposed Starbucks is a corporate run business and will abide by all corporate policies for health and safety and being a good neighbor. As a corporate store, there is no reason to believe that the use will create and maintenance problem or become a public nuisance.

b) The Late-Night/Early-Morning Permit and the underlying project have been sufficiently conditioned to address persistent problems involving noise, security, and the general health and safety of the public.

**5. The granting of the permit by reason of special or unusual circumstances would be detrimental to the public interest or endanger the public health, safety, morals, or welfare;**

a) The granting of a Late-Night/Early-Morning Permit will not be detrimental to the public interest or endanger the public health, safety, morals, or welfare. The Late-Night/Early-Morning Permit is consistent with the

underlying project, which is a Starbucks fast food restaurant. The project is designed to be compatible, complementary and harmonious with surrounding buildings. The Project will be required to comply with all conditions of approval, including addressing the various operational activities on the property and reducing potential nuisance impacts between the Project and neighboring properties, and all Building & Safety, Engineering/Public Works and County Fire Department requirements. The permit and inspection process will ensure that the proposed Project complies with local regulations and development codes.

- b) The project is also consistent with the City's General Plan as the project will be located within the Gateway Community Commercial land use designation area, an area that encourages the development of a complimentary mix of commercial retail, and office uses to expand economic vibrancy and livability in the City's core commercial area. The site for the proposed use is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping, volumes of traffic, traffic levels of service, and other development features as required by the Zoning Code in order to integrate the proposed use with the uses in Artesia Boulevard Corridor Specific Plan.

**6. The applicant therefore is a person unfit to be trusted with the privileges granted by such permit, and it is in the public interests that he or she not be granted such permit; or**

As a corporate store operating thousands of locations globally, there is no reason to believe that Starbucks is unfit to be trusted with the privileges granted by the Late-Night/Early-Morning Permit.

**7. The applicant therefore has knowingly made a false statement on a material matter in his or her application or in or her testimony before the Council and it is, therefore, in the public interests that he or she not be granted such permit.**

No evidence has been presented that the applicant has knowingly made any false statements on a material matter in the application or before the City Council.

**SECTION 6:** Based on the findings set forth above and on all the evidence in the record, the City Council hereby approves the Late-Night/Early-Morning Permit, subject to the following conditions:

1. The late-night/early-morning operations proposed in this permit shall be valid for an initial duration of five (5) years from the date of issuance and shall be automatically renewed at the end of the fifth (5<sup>th</sup>) year for additional one (1) year terms unless sooner not renewed, suspended, modified, revoked, or terminated in accordance with law.
2. Any noise generated from the subject business, including, but not limited noise from the drive through speaker box and any speakers, noise resulting from vehicle queuing in the drive through lanes, and noise resulting from the parking lot shall be in accordance with the City of Artesia Municipal Code standards, including the City's Noise Ordinance (Title 5, Chapter 2).
3. The applicant shall indemnify, protect, defend, and hold the City, and/or any of its officials, officers, employees, agents, departments, agencies, authorized volunteers, and instrumentalities thereof, harmless from any and all claims, demands, lawsuits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolution procedures (including, but not limited to arbitrations, mediations, and other such procedures), judgments, orders, and decisions (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, authorized volunteers, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, any action of, or any permit or approval issued by the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City) for or concerning the project, whether such Actions are brought under the Ralph M. Brown Act, California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Community Redevelopment Law, Code of Civil Procedure Sections 1085 or 1094.5, or any other federal, state, or local constitution, statute, law, ordinance, charter, rule, regulation, or any decision of a court of competent jurisdiction. It is expressly agreed that the City shall have the right to approve, which approval will not be unreasonably withheld, the legal counsel providing the City's defense, and that applicant shall reimburse City for any costs and expenses directly and necessarily incurred by the City in the course of the defense. City shall promptly notify the applicant of any Action brought and City shall cooperate with applicant in the defense of the Action. This requirement to indemnify shall survive the suspension, revocation, expiration or termination of this permit.
4. Exterior security cameras shall be used at all times capturing activity in the drive-through, outdoor space, and parking lot. Any footage captured by the cameras shall be given to the Sheriff's Department or designee or the City's Code Enforcement Director or designee, at their request.

5. During all late night hours (12 AM (midnight) to 6:00 AM), there shall be a minimum of two employees working in the building at any one time, and shall ensure that any noise from the property is in compliance with the Municipal Code.
6. The drive-thru menu speakers shall be equipped with adjustable volume controls in order to lower the volume level during any late-night/early-morning hours.
7. Parking lot lighting shall be directed or shielded to minimize light level on adjacent residential properties.
8. In the event that any security problems, safety issues or criminal activity occur at the business during the late-night/early-morning hours (between 12 AM (midnight) and 6:00 AM), and at the request of the City Manager, the business owner, at his/her own expense, shall provide a security plan with additional security provisions as determined by the Sheriff's Department and/or the Code Compliance Director. The security provisions may include, but are not limited to, additional interior and exterior security cameras, additional lighting, posted signs, and/or security guards. Non-mitigatable security problems, safety issues or criminal activity directly related to the late night hours may be cause for revocation of this Permit.
9. In the event that any persistent noise issues or disturbances of the public peace occur at the business during the late-night/early-morning hours (between 12 AM (midnight) and 6:00 AM), and at the request of the City Manager, the business owner, at his/her own expense, shall provide a noise study, noise mitigation plan with proposed noise mitigation measures and features to the satisfaction of the City, and any other actions deemed necessary by the City. Non-mitigatable noise and public disturbance problems directly related to the late-night/early-morning hours may be cause for revocation of this Permit.
10. Deliveries shall not be made to the subject property between the hours of 8 p.m. and 7 a.m. any day of the week and that delivery vehicles shall only utilize Artesia Boulevard when arriving to and departing from the subject property.
11. The applicant shall execute an affidavit of acceptance of these conditions prior to this permit becoming active.
12. All permits and licenses shall be valid at all times while the business is in operation.

**SECTION 7:** The location and custodian of the documents and other material, which constitute the record of proceedings upon which the City Council based its decision, is as follows:

Jennifer Alderette, City Clerk  
18747 Clarkdale Avenue  
Artesia, CA 90701  
(562) 865-6262 Ext. 230

**SECTION 8:** Staff is hereby directed to file a Notice of Exemption with the Los Angeles County Clerk within five (5) days of the adoption of this resolution.

**PASSED, APPROVED AND ADOPTED this 17<sup>th</sup> day of March, 2025.**

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**Ali Taj, Mayor**

**ATTEST:**

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**City Clerk**

**ROLL CALL VOTE:**

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**



# CITY COUNCIL AGENDA REPORT

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**MEETING DATE:** March 17, 2025

**ITEM NO:** 11B.

**TO:** Mayor and Members of the City Council

**SUBJECT:** Introduction of an Ordinance Amending the Artesia Municipal Code Relating to Maintenance of Vacant Properties

**FROM:** Bill Rodrigues, Acting Planning Manager  
Sal Lopez, Interim Community Development Director

**REVIEWED AND APPROVED BY:**

Melissa Burke, Deputy City Manager  
HongDao Nguyen, City Attorney  
Abel Avalos, City Manager

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**RECOMMENDATION:**

The Planning Commission recommends that the City Council:

1. Introduce for first reading Ordinance 25-966, an Ordinance Amending Chapter 24 (Vacant Buildings and Foreclosed Properties) of Title 5 (Public Welfare) of the Artesia Municipal Code Relating to the Maintenance of Vacant Properties; and
2. Find that the proposed Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

**BACKGROUND:**

The City Council has declared that vacant properties are a significant source of blight in both residential and nonresidential neighborhoods. When left vacant and neglected, these properties not only detract from the appearance of surrounding areas but also pose serious safety risks, such as fire hazards and attracting criminal activity, particularly illegal drug-related offenses.

Properties that remain unoccupied, whether they are vacant lots or decaying buildings, contribute to the further deterioration of the neighborhood. These properties can depress property values, hinder economic development, and slow appreciation of nearby properties, which ultimately impacts tax revenues. In addition, the neglect of such properties requires increased municipal services, which strains local resources. The unsafe and unhealthy conditions they create significantly affect the well-being of nearby residents and businesses, interfering with their use and enjoyment of their properties and constituting a public nuisance.

On August 28, 2024, the Conceptual Development Review Committee instructed staff to amend Chapter 24 (Vacant Buildings and Foreclosed Properties) of Title 5 (Public Welfare) of the Artesia Municipal Code concerning the maintenance of vacant properties. The amendments are intended to make the provisions more comprehensive,

expand coverage to include vacant lots, and align the City's Municipal Code more closely with the standards set by the cities of Bellflower, Norwalk, and Downey.

Staff presented the proposed ordinance changes to the Planning Commission as Case No. 2024-38 on January 21, 2025. The Planning Commission requested more information of staff and continued the item.

On February 18, 2025, the proposed ordinance was again presented to the Planning Commission and responses provided to the Commission's January 21, 2025 inquiries. The Planning Commission asked a few additional clarifying questions pertaining to implementation and unanimously (5-0) recommended City Council adoption.

#### **ANALYSIS:**

In developing the draft ordinance, staff followed the guidance and recommendations provided by the Conceptual Development Review Committee and conducted a review of the Municipal Codes of Bellflower, Norwalk, and Downey regarding vacant or improved vacant lots and properties. Based on this review, staff recommend several changes to enhance the regulations, ensuring that vacant properties within the City are effectively managed and potential challenges are mitigated.

The proposed ordinance introduces several significant updates aimed at strengthening the maintenance, security, and overall management of vacant properties. These revisions are designed to address issues related to public safety, property upkeep, and the prevention of blight, ensuring that vacant properties do not negatively impact the surrounding community.

Key changes include:

- **Security Measures:** The ordinance now includes provisions to secure properties, such as repairing fences, locking gates, and securing openings like doors and windows to prevent unauthorized access.
- **Landscape and Irrigation Requirements:** Property owners must submit a landscape and irrigation plan for vacant lots that includes drought-tolerant vegetation and an automatic irrigation system. These plans must be approved by the Community Development Director, and the landscaping must be maintained in good condition at all times. Additionally, vacant properties must have landscaping around all perimeters adjacent to public rights-of-way(s).
- **Maintenance of Water Features:** Stricter regulations are introduced for pools, spas, and other water features to ensure they remain free of pollutants, debris, and standing water that could attract pests. These features must be securely covered and maintained to prevent water accumulation.
- **Mitigation Plans for Long-Term Vacancies:** For properties vacant for more than 45 days, owners must submit a Vacant Property Mitigation Plan. This plan will outline how the property will be regularly inspected, secured, and maintained, including requirements for removing interior furniture and personal items and ensuring clear visibility of the property's interior.
- **Additional Maintenance and Security Measures:** The Director is authorized to impose additional security measures, including security lighting, increased inspection frequency, or the employment of security guards, to ensure the property's safety and compliance with the ordinance.
- **Recordation Requirements for Property Transfers:** When a loan or deed of trust secured by real property is transferred, the new beneficiary and trustee must record the assignment with the Los Angeles County Recorder's Office within 10 days. Any changes in the trustees must also be recorded with updated contact details.

These amendments aim to promote a more proactive approach to vacant property management, ensuring effective upkeep and security while safeguarding the community's health, safety, and aesthetic standards. By establishing clear guidelines and expanding enforcement mechanisms, the city will be better equipped to preserve the integrity of its neighborhoods and mitigate the negative effects of vacant and neglected properties. Registration will also help address items like graffiti abatement quickly, as staff will have up to date information on who the proper contacts are for each property to ensure issues like graffiti are removed within 72 hours.

The Planning Commission was concerned about how the updated code would be enforced. Staff is currently working with a vendor that hosts web-based vacant property registration portals, where property owners will be able to follow a link through the City's website to register their properties, and renew their registration annually. Staff is also developing a fee study to incorporate the cost of providing this service, along with the staff time for Code Enforcement Officers to routinely monitor the properties to ensure compliance. The fee study, along with the suggested fee resolution will be presented to the City Council before the proposed Ordinance is adopted. Should the proposed Ordinance be adopted, staff will continue with our current practice of providing courtesy notices to property owners regarding the new rules well before enforcement takes place. This will allow property owners time to make necessary changes, and where needed, receive Planning approval for landscaping plans. Finally, while the City cannot force property owners to develop vacant properties, the proposed Ordinance will provide the City a tool to ensure that properties are kept up nicely and add, not detract, from the quality of our neighborhoods and commercial centers.

**FISCAL IMPACT:**

There is no fiscal impact to the General Fund associated with the introduction, and ultimately the adoption, of this Ordinance by the City Council.

**ENVIRONMENTAL:**

In accordance with the California Environmental Quality Act (CEQA) Guidelines, this project is exempt from environmental review as it does not meet the definition of a "project" under CEQA Guidelines Section 1578(b)(5). The adoption of this Ordinance is an administrative action that will not cause any direct or physical changes to the environment, and no further analysis is required.

**RECOMMENDED COUNCIL ACTION:**

Staff recommends that the City Council open the public hearing, receive public comment, close the public hearing, and, by motion, introduce for first reading Ordinance No. 25-966, An Ordinance of the City Council of the City of Artesia, California, Amending Chapter 24 (Vacant Properties) of Title 5 (Public Welfare) of the Artesia Municipal Code Relating to the Maintenance of Vacant Properties.

**Attachments**

[Ordinance No. 25-966 \(Vacant Properties\).pdf](#)

[02.18.2025 Planning Commission staff report.pdf](#)



## **ORDINANCE NO. 25-966**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARTESIA, CALIFORNIA, AMENDING CHAPTER 24 (VACANT PROPERTIES) OF TITLE 5 (PUBLIC WELFARE) OF THE ARTESIA MUNICIPAL CODE RELATING TO THE MAINTENANCE OF VACANT PROPERTIES**

WHEREAS, the City of Artesia ("City") is authorized under the California Constitution with the police power to safeguard public health, welfare, and safety;

WHEREAS, the City Council declares that vacant properties are a major cause and source of blight in both residential and non-residential neighborhoods;

WHEREAS, properties that remain vacant and unoccupied for any appreciable period of time become a life-safety hazard, fire hazard, and attract crime (frequently involving illegal drug-related activity);

WHEREAS, vacant properties, including lots and buildings, whether or not those buildings are boarded, substandard, structurally deficient, or any part of the property is poorly maintained, neglected for a long term, or exhibiting any combination of these negative qualities, contribute to the growth of blight within the City, depress market values of surrounding properties, discourage economic development, retard appreciation of property values thereby reducing tax revenues, necessitate additional governmental services, significantly interfere with the use and enjoyment of neighboring properties, create an unhealthy and unsafe condition affecting the public and constitutes an unreasonable use of property and a public nuisance;

WHEREAS, the purpose of this Ordinance is to amend Chapter 24 of Title 5 (Public Welfare) of the Artesia Municipal Code ("AMC") entitled, "Vacant Properties," to ensure that owners of vacant properties are known to the City and other interested parties (and can be reached if necessary), ensure that owners of vacant properties are aware of the obligations of ownership under relevant codes and regulations, and ensure that owners meet minimum standards of maintenance of vacant properties;

WHEREAS, the City Council finds that the adoption and implementation of the procedures and standards set forth below for the identification and abatement of public nuisances within the City is within the power and authority of the City to protect the public health, safety, and welfare of the City's citizens;

WHEREAS, the Planning Commission considered this Ordinance on January 21, 2025 and February 18, 2025 and by unanimous vote (5-0) recommended City Council adoption; and

WHEREAS, at a regularly scheduled meeting, the City Council held a hearing concerning the municipal code amendments contained herein as required by law and received testimony from City staff and all interested parties regarding the proposed amendments; and

WHEREAS, all legal prerequisites to the adoption of the Ordinance have occurred.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARTESIA DOES ORDAIN AS FOLLOWS:

SECTION 1. Incorporation of Recitals. The recitals above are each incorporated by reference and adopted as findings by the City Council.

SECTION 2. Amending Chapter 24 (Vacant Buildings and Foreclosed Properties) of Title 5 (Public Welfare) of the Artesia Municipal Code is hereby amended in its entirety to read as follows with additions shown as underline and deletions in ~~strike through~~:

## **“CHAPTER 24**

### **VACANT BUILDINGS AND FORECLOSED PROPERTIES**

#### **Sections:**

<b>5-24.010</b>	<b>Purpose</b>
<b>5-24.020</b>	<b>Definitions</b>
<b>5-24.030</b>	<b>Authority to Administer and Enforce Chapter; Monitoring Program</b>
<b>5-24.040</b>	<b>Scope</b>
<b>5-24.050</b>	<b>Service Requirements</b>
<b>5-24.060</b>	<b>Registration and Exemptions</b>
<b>5-24.070</b>	<b>Registration Procedure</b>
<b>5-24.080</b>	<b>Notice</b>
<b>5-24.090</b>	<b>Maintenance Requirements for Vacant <del>Buildings</del> <u>Properties</u>; Quarterly Inspections</b>
<b>5-24.100</b>	<b><u>Recordation of Transfer to Loan/Deed of Trust</u></b>
<b>5-24.110</b>	<b>Fees</b>
<b>5-24.120</b>	<b>Enforcement</b>

#### **5-24.010 Purpose.**

The purpose of this chapter is to ensure all vacant ~~buildings and foreclosed~~ properties comply with minimum property maintenance requirements, to encourage proactive and preventive maintenance of properties, to ensure maintenance issues are quickly and efficiently remedied, and to promote the health, safety, and welfare of the people of the City of Artesia.

#### **5-24.020 Definitions.**

For the purposes of carrying out the intent of this chapter, unless the content clearly indicates to the contrary, the following words, phrases, and terms shall have the following meanings:

(a) *Building* means any structure, including, but not limited to, any residential, commercial, industrial, or assembly structure, approved for occupancy on either a lot of record or within a single project approved by the City pursuant to the City's Zoning Code.

(b) *Director* means the Director of the Artesia Community Development Department, or his or her designee.

(c) *Owner* means and includes any person having legal title to, or who leases, rents, occupies or has charge, control, or possession of, any real property in the City, including all persons shown as owners on the last equalized assessment roll of the County Assessor's Office. Owners include persons with powers of attorney, executors of estates, trustees, or who are court-appointed administrators, conservators, guardians, receivers, and any beneficiary and trustee who holds a deed of trust on a property in the City.

(d) *Person* means any natural person or legal entity.

(e) *Vacant ~~building~~ property* means any ~~building that is~~ parcel of land, including lots, which can be undeveloped, and may include any building on the parcel, that is (1) unoccupied and unsecured, (2) unoccupied and secured by fence or boarding or other similar means, (3) unoccupied and has multiple code violations, (4) has been unoccupied for more than 30 days, (5) unoccupied and subject to a current notice of default, notice of trustee's sale, or pending tax assessors lien sale; or (6) unoccupied and conveyed by a foreclosure sale resulting in the acquisition of title by an interested beneficiary of a deed of trust or conveyed via a deed in lieu of foreclosure.

(f) *Unoccupied* means not legally occupied. Factors that may be used, typically in combination, to determine whether a building is unoccupied include, but are not limited to: overgrown or dead vegetation; accumulation of newspapers, circulars, flyers, or mail; past due utility notices; the existence of real property tax delinquencies for the land upon which the building is located; disconnected utilities; accumulation of trash, junk, or other debris; the presence of non-functional or broken doors or windows; the absence of doors or windows; the absence of window coverings such as curtains, blinds, or shutters; the absence of furnishings or personal items consistent with residential or commercial furnishings consistent with the permitted uses within the zone of the real property; statements by neighbors, passersby, delivery agents, government employees that the property is unoccupied.

(g) *Secured* means and includes such measures as may be directed by the Director that assist in rendering real property inaccessible to unauthorized persons including, without limitation, the repair of fences, walls, and other barriers, chaining or pad locking of gates, or the repair or boarding of doors, windows, or other openings.

#### **5-24.030 Authority to Administer and Enforce Chapter; Monitoring Program**

(a) **Administration.** The Director is authorized to administer and enforce this chapter. The Director may adopt supplemental regulations or policies to implement and interpret this chapter. These regulations or policies must conform with the purpose of this chapter.

(b) **Monitoring Program for Vacant Properties.** A program monitoring vacant buildings properties is hereby established. The Director has the duty to do the following pursuant to the monitoring program:

- (1) Inspect properties in the City to identify ~~buildings~~ properties that are vacant.
- (2) Order vacant ~~buildings~~ properties to comply with this chapter and any other applicable codes.
- (3) Order vacant ~~buildings~~ properties that are open and accessible to be secured against unlawful entry in accordance with this chapter.
- (4) Initiate proceedings against the owner of any vacant ~~buildings~~ property found to be in violation of this chapter or any other applicable code.
- (5) Maintain surveillance over vacant ~~buildings~~ properties so that timely code enforcement proceedings are commenced in the event the property becomes substandard or a nuisance.

#### **5-24.040 Scope.**

(a) **Applicability.** The provisions of this chapter apply to all improved real property throughout the City of Artesia where any of the conditions specified in this chapter are found to exist.

(b) **Regulations Cumulative.** The regulations provided by this chapter are cumulative to each other and to any other regulations under City, State, or federal law.

#### **5-24.050 Service Requirements.**

Any notice required to be served under this chapter must be completed by either personal delivery or ~~first-class~~ first-class mail. Service by mail is deemed complete at the time of deposit in the mail. Any notice issued to a registrant may be sent to the mailing address listed on the application submitted to the City. Failure of any registrant to receive a properly addressed notice by mail does not invalidate any action, decision, determination, or proceeding under this chapter.

#### **5-24.060 Registration and Exemptions.**

(a) **Registration Required.** An owner of a vacant ~~buildings~~ property must register their property with the Director within 30 days of the ~~buildings~~ property becoming vacant, in accordance with the requirements of this chapter. Each beneficiary/trustee who holds a deed of trust on a property located within the City shall perform an inspection of the property in question prior to recording a notice of default or similar instrument with the Los Angeles County Recorder's Office. If the ~~buildings~~ property is found to be vacant or shows evidence of vacancy, it is, by this chapter, deemed vacant.

(b) **Exemptions.** The provisions of this chapter do not apply to the following vacant ~~buildings~~ properties:

(1) **Active Construction.** Vacant ~~buildings~~ properties where all of the following conditions are satisfied:

i. There is a valid building permit for repair, rehabilitation, or construction of ~~the~~ a vacant building on the vacant property; and

ii. The owner is progressing diligently to complete such repair or rehabilitation within one year of the issuance of the building permit; and

iii. The owner regularly removes exterior trash, debris, and graffiti.

(2) **Active Marketing.** The ~~buildings~~ property complies with all codes, is ready for occupancy, and is actively being offered for sale, lease, or rent.

#### **5-24.070 Registration Procedure.**

(a) **Application Required.** Any person seeking to register a vacant ~~buildings~~ property must submit a complete, written application to the City using a form adopted by the City for that purpose.

(b) **Application Contents.** The City will not deem an application complete until all information, documents, and fees required under this chapter has been provided to the City. At minimum, any applicant requesting registration of a vacant ~~buildings~~ property pursuant to this chapter must submit the following information and documentation:

(1) The name and address of each owner and any property management company (as applicable) responsible for the security, maintenance, and marketing of the property in question.

(2) A maintenance plan describing and documenting how the maintenance requirements of this chapter will be complied with.

(3) The methods by which the owner has secured the property against unauthorized entry,

(4) A statement regarding any future plans for the property.

(5) Proof of fire and liability insurance coverage.

(6) Such other identification and information as the Director may require.

(c) **Registration Fee.** Each applicant must pay the nonrefundable registration fee, as established by resolution of the City Council, at the time of registration and annually thereafter.

(d) **Annual Registration.** The registration pursuant to this section must be renewed annually. A registration is valid upon issuance and continues in effect ~~for one year~~ from the date of issue until expiration. It expires automatically on December 31<sup>st</sup> of

each calendar year ~~one year~~ following the date of its issuance, unless suspended, revoked, or renewed in accordance with this chapter.

**(e) Notice City of Changes to Registration.** Any person, partnership, association, corporation, fiduciary, or other legal entity that has registered a property under this chapter must notify the Director in writing of any change of information contained in the registration within 10 days of the change.

#### **5-24.080 Notice**

Whenever the Director has cause to believe, based upon an inspection, complaint, or report from another agency or person, that a building property is vacant and it has not been registered as required by this chapter, then the Director may serve the owner with a written notice requiring the owner to register the building property with the Department as vacant and pay the registration fee within the period of time specified in the notice, which may be no greater than 30 days.

#### **5-24.090 Maintenance Requirements for Vacant Buildings Properties;**

##### **Inspections.**

**(a) Maintenance Required; Director Modification.** Each vacant building property that is subject to registration must be maintained in compliance with applicable federal, State, and local law and the maintenance and security requirements provided in subsections (b) through (g) below. The Director may modify the requirements, below, at his or her discretion in the case of a partially vacant building property. The Director may also modify or waive some or all of these requirements in the case of a building property that has been damaged by fire, a natural disaster, or other calamity.

**(b) (b) Unimproved Vacant Lot Types.** Persons owning or maintaining vacant lots that were never developed or became vacant after pre-existing buildings, structures or impervious surfaces were removed, must provide a landscape and irrigation plan to the Director for approval within 30 days of the real property becoming vacant.

**(c) Exterior Maintenance.** Upon approval of a landscape and irrigation plan, a vacant property The owner must actively maintain and monitor the exterior of any the building(s) and the grounds, including all lots, so that they remain in continuing compliance with all applicable codes and regulations, and do not contribute to and are not likely to contribute to blight. Active maintenance and monitoring shall include, but not be limited to:

(1) A landscaped area must be provided and maintained on all perimeters of a vacant property located adjacent to all streets, alleys, or other public right-a-way.

(2) Landscaped areas must be planted with natural, drought-tolerant vegetation consisting of a combination of trees, shrubs, and groundcover, subject to approval of the Director. For detailed coverage requirements, please refer to Section 9-2.1503 of this Code.

(3) Maintenance of landscaping and plant materials must be in good condition at all times.

(4) Property must be equipped with an operable automatic irrigation system for the ground cover, which must be installed and maintained in good condition at all times. Approved ground cover types for the property include grass, artificial turf, decomposed granite, mulch, woodchips, and gravel or rocks. Detailed coverage requirements for these ground covers can be found in Section 9-2.1503(b) of this Code.

(5) Regular removal of all exterior trash, debris, and graffiti from the property building and its associated lots.

(6) Maintenance of the exterior of the building of any structure on the vacant property, and all associated lots, in a good condition that is structurally safe and preserves the physical integrity of the structure, including but not limited to paint and finishes, foundation, roof, chimneys, flues, gutters, downspouts, scuppers, flashing, skylights, windows, exterior stairs and decks. All painted area to cover graffiti shall be painted to match the color of the building.

(7) Prevention of criminal activity on the premises and trespass by unauthorized persons.

(8) Turning off all utilities that are not necessary for the upkeep and maintenance of the property building.

(9) Swimming pools, spas, fountains, or other bodies of water that are not maintained to be free and clear of pollutants or debris, or that are likely to harbor mosquitoes, insects, or vectors are prohibited. This includes, but is not limited to, water that is clouded or green, water containing bacterial growth, algae, insect larvae, insect remains, or animal remains. Additionally, swimming pools must be covered, secured, and maintained in such a way that water cannot collect or accumulate either in the pool or on top of the cover thereon.

(d) **Landscape and Irrigation Plan.** Before the City issues a demolition permit on any vacant property in which the construction of a new building, structure, parking lot, or impervious surface is not scheduled to commence within 30 days after demolition, the responsible party must submit a landscape and irrigation plan for review and approval by the Director (with the appropriate plan check fees). The Director may impose any reasonable conditions of approval on the landscape and irrigation plan to ensure that the property will be adequately maintained during the time that it is vacant. Upon approval of the plan, the landscape and irrigation improvements to the vacant property, as specified on the plan, must be completed to the satisfaction of the Director within 30 days after approval of the plans.

(e) **Interior Maintenance.** The owner must preserve the interior of any the building on the property from damage by the elements or plumbing leaks and keep it free from accumulation of garbage and other debris, and from infestation by rodents, insects, or other pests.

(f) **Security.** Each vacant building property must be secured against unauthorized entry. The methods of security shall be as approved by the Director, who shall take into consideration whether the property has been cited for nuisance activities or criminal conduct by another department of the City or another government agency. To

enhance safety and prevent unauthorized access, the following specific security measures are required:

(1) A wrought iron, heavy-duty vinyl, combination blocks & wrought-iron, or other suitable fencing material approved by the Director must be located behind all required perimeter landscaping. The fencing height must comply with Section 9-2.1401 of this Code. All fences and barriers must be provided with a gate to allow access to the vacant property for emergency access.

(2) All perimeter fences and barriers must be maintained in good condition at all times by the responsible party. Any on-site graffiti must be removed by the responsible party within 24 hours of discovery or notification by the City. The responsible party must inspect the property at reasonable intervals for any on-site graffiti and take other steps to reasonably ensure that there is no on-site graffiti.

(g) **Insurance.** The owner must maintain fire and liability insurance coverage as determined necessary by the Director. Any insurance policy must require advanced, written notice to the Director in the event of cancellation of insurance or a reduction in coverage.

(h) **Sign Posting.** The owner of the vacant building property is required to post a sign ~~at the front of the building~~ on the property, in a conspicuous location protected from the weather, that provides the current name, address, and phone number of the owner of record or property manager. If a notice of default or foreclosure has been recorded for the property, the lender's name, address, and telephone number must also be provided. The sign may be no smaller than 8-1/2 inches by 11 inches.

(i) **Additional Requirements for Commercial Buildings.** In addition to the above requirements, any vacant commercial building property, ~~including all lots, be~~ must be maintained in accordance with the following requirements:

(1) If the property has a Bbuilding(s) with fire sprinkler systems, those systems must be maintained in working order.

(2) If the property has a building(s) Buildings with a centralized and registered fire and burglar alarm system, those systems must be maintained in working order.

(3) Buildings without fire sprinkler systems or fire alarm or burglar alarm systems shall be provided with continuous physical monitoring by means of an onsite patrol. "Continuous physical monitoring" shall mean the use of a licensed security agency operating in the City of Artesia and providing regular surveillance of the vacant building property, as part of the agency's security route.

(j) **Quarterly Inspections.** The City shall inspect each registered vacant building property on a quarterly basis to ensure ongoing compliance with the requirements of this Section. Any failure of an owner to comply shall be subject to the City's enforcement of the provisions of this chapter.

(k) **Mitigation Plan.** Properties, buildings, or structures that are vacant for more than forty-five consecutive calendar days, in addition to the requirements of subsections (b) through (h), responsible parties of any real property, building, or portion thereof, that



has been vacant for at least 45 consecutive calendar days shall also adhere to the following:

(1) Submit a Vacant Property Mitigation Plan to the Planning Division, which demonstrates how the property will be regularly inspected, secured, and maintained in a manner that protects the health, safety, general welfare, and aesthetic standards of the community, as well as which demonstrates goals and plans for demolishing any vacant structure or for the re-occupancy of the vacant property.

(2) Conduct or cause to be conducted sufficient and adequate inspections of any vacant property, building or structure, or portion thereof, to monitor and immediately abate any condition that does not adhere to the provisions of this chapter and Code. Such inspections shall be conducted at a minimum, once each calendar week, and the results of the inspections shall be documented and be submitted in writing to the Director within 48 hours of each inspection.

(3) Remove all furniture and personal property from the interior of any real property, building, or structure, or portion thereof, that is vacant.

(4) Remove all curtains, blinds, and window coverings from all windows located on the ground level of any vacant building or structure to allow a clear view to the interior of the vacant building or structure, or portion thereof.

(l) **Additional Requirements.** In addition to the specific maintenance and security requirements provided in this chapter, the Director shall have the authority to require responsible parties for vacant properties subject to the registration pursuant to this chapter to implement additional maintenance and security measures in order to effectuate the purpose of this chapter. This may include, but is not limited to, the installation of security lighting, increasing the frequency of on-site inspections, employment of an on-site security guard, and/or posting additional signage at the property.

#### **5-24.100 Recordation of Transfer to Loan/Deed of Trust.**

Within 10 calendar days following the purchase or transfer of a loan or deed of trust secured by real property, the new beneficiary and trustee shall record with the Los Angeles County Recorder's Office an assignment of rents or similar document. This document must list the name of the person purchasing or acquiring the loan or deed of trust, along with the mailing address and contact number of the new beneficiary and trustee responsible for receiving payments associated with the loan or deed of trust. This requirement shall not apply to the sale or transfer of a property when such sale or transfer does not include the sale or transfer of any loan or deed of trust associated with such property.

Within 10 calendar days following the change of a trustee in a deed of trust secured by real property, the beneficiary shall record with the Los Angeles County Recorder's office a Substitution of Trustee or similar document that lists the name of all new trustees, as well as the mailing address and contact telephone number of all new trustees.

#### **5-24.1010 Fees.**

The City Council may establish by resolution, and from time to time may amend, a registration fee to defray the administration of this chapter, including but not limited to, the registration process, monitoring vacant buildings properties, and enforcing this chapter. The fee required under this chapter is in addition to any other license, permit, or fee required by any other section or chapter of this code. The amount of any fee, cost or charge imposed pursuant to this Chapter is a debt to the City of Artesia that may be recovered by any means authorized by law.

#### **5-24.1240 Enforcement.**

(a) **Violations Unlawful.** It is unlawful and declared a public nuisance for any person to operate, conduct, or maintain a vacant building property contrary to the provisions of this chapter.

(b) **Criminal Penalties.** Any person who violates any provision of this chapter is guilty of a misdemeanor punishable by a fine of up to \$1,000 per each violation per day, or by imprisonment in the County jail not exceeding six months, or by both; except the City Attorney, in his or her discretion, may prosecute a violation of this chapter as an infraction subject to the penalties in Section 1-2.01 of this code.

(c) **Administrative Citations.** Administrative citations may be issued for violations of the provisions of this chapter, as set forth in Chapter 7 of Title 1 of this code.

(d) **Civil or Equitable Enforcement.** The City Attorney may bring a civil or equitable action to seek the abatement of any violation of this chapter.

(e) **Aiding, Abetting, and Omissions.** Whenever in this chapter any act or omission is made unlawful, it shall include causing, permitting, aiding, abetting, suffering, or concealing the fact of such act or omission.

(f) **Ongoing Violations.** Each and every day a violation is maintained, caused, aided, abetted, concealed, suffered, or permitted is a separate offense.

(g) **Remedies Cumulative.** The remedies, procedures, and penalties provided by this Chapter are cumulative to each other and to any other remedies, procedures, and penalties available under City, State, or ~~federal~~ Federal law Law.

**SECTION 3. CEQA.** The City Council determines that the adoption of this Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

**SECTION 4. Severability.** If any section, subsection, sentence, clause, phrase, or portion of this Ordinance, or application thereof to any person or place, is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each and every section, subsection, subdivision, sentence, clause, phrase, or portion thereof,

irrespective of the fact than any one or more sections, subsections, subdivisions, sentences, clauses, phrases, or portions thereof be declared invalid or unconstitutional.

SECTION 5. Certification and Publication. The City Clerk shall certify the passage and adoption of this Ordinance and shall cause the same to be published pursuant to state law within fifteen (15) days after its passage, and this Ordinance shall become effective thirty (30) days after its passage.

PASSED, APPROVED, AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
ALI TAJ, MAYOR

ATTEST:

\_\_\_\_\_  
JENNIFER ALDERETE, CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
HONGDAO NGUYEN, CITY ATTORNEY



# PLANNING COMMISSION AGENDA REPORT

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**MEETING DATE:** February 18, 2025

**ITEM NO:** 6A.

**TO:** Honorable Chairperson and Members of the Planning Commission

**SUBJECT:** Case No. 2024-38: Amending the Artesia Municipal Code Relating to Vacant Properties Code Amendment

**FROM:** Bill Rodrigues, Acting Planning Manager

**REVIEWED AND APPROVED BY:**

Sal Lopez, Interim Community Development Director

Nick Papajohn, Deputy City Attorney

Abel Avalos, City Manager

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**RECOMMENDATION:**

1. Adopt PC Resolution 2025-02P, Recommending that the City Council Adopt an Ordinance Amending Chapter 24 (Vacant Buildings and Foreclosed Properties) of Title 5 (Public Welfare) of the Artesia Municipal Code Relating to the Maintenance of Vacant Properties; and
2. Find that the adoption of the proposed Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

**BACKGROUND:**

The City Council has declared that vacant properties are a significant source of blight in both residential and non-residential neighborhoods. When left vacant and neglected, these properties not only detract from the appearance of surrounding areas but also pose serious safety risks, such as fire hazards and attracting criminal activity, particularly illegal drug-related offenses.

Properties that remain unoccupied, whether they are vacant lots or decaying buildings, contribute to the further deterioration of the neighborhood. These properties can depress property values, hinder economic development, and slow appreciation of nearby properties, which ultimately impacts tax revenues. In addition, the neglect of such properties requires increased municipal services, which strains local resources. The unsafe and unhealthy conditions they create significantly affect the well-being of nearby residents and businesses, interfering with their use and enjoyment of their properties and constituting a public nuisance.

On August 28, 2024, the Commission instructed staff to amend Chapter 24 (Vacant Buildings and Foreclosed Properties) of Title 5 (Public Welfare) of the Artesia Municipal Code concerning the maintenance of vacant properties. The amendments are intended to make the provisions more comprehensive, expand coverage to include vacant lots, and align the City's Municipal Code more closely with the standards set by the cities of Bellflower, Norwalk, and Downey.

On January 21, 2025, this item appeared before the Planning Commission for approval. The item was continued to provide staff the opportunity to respond to Commissioner questions, responses of which can be found below in the analysis.

#### **ANALYSIS:**

Staff has followed the guidance and recommendations provided by the Commission and conducted a review of the Municipal Codes of Bellflower, Norwalk, and Downey regarding vacant or improved vacant lots and properties. Based on this review, staff recommend several changes to enhance the regulations, ensuring that vacant properties within the City are effectively managed and potential challenges are mitigated.

The proposed amendments to the ordinance introduce several significant updates aimed at strengthening the maintenance, security, and overall management of vacant properties. These revisions are designed to address issues related to public safety, property upkeep, and the prevention of blight, ensuring that vacant properties do not negatively impact the surrounding community.

Key changes include:

- **Security Measures:** The ordinance now includes provisions to secure properties, such as repairing fences, locking gates, and securing openings like doors and windows to prevent unauthorized access.
- **Landscape and Irrigation Requirements:** Property owners must submit a landscape and irrigation plan for vacant lots that includes drought-tolerant vegetation and an automatic irrigation system. These plans must be approved by the Community Development Director, and the landscaping must be maintained in good condition at all times. Additionally, vacant properties must have landscaping around all perimeters adjacent to public rights-of-way(s).
- **Maintenance of Water Features:** Stricter regulations are introduced for pools, spas, and other water features to ensure they remain free of pollutants, debris, and standing water that could attract pests. These features must be securely covered and maintained to prevent water accumulation.
- **Mitigation Plans for Long-Term Vacancies:** For properties vacant for more than 45 days, owners must submit a Vacant Property Mitigation Plan. This plan will outline how the property will be regularly inspected, secured, and maintained, including requirements for removing interior furniture and personal items and ensuring clear visibility of the property's interior.
- **Additional Maintenance and Security Measures:** The Director is authorized to impose additional security measures, including security lighting, increased inspection frequency, or the employment of security guards, to ensure the property's safety and compliance with the ordinance.
- **Recordation Requirements for Property Transfers:** When a loan or deed of trust secured by real property is transferred, the new beneficiary and trustee must record the assignment with the Los Angeles County Recorder's Office within 10 days. Any changes in the trustees must also be recorded with updated contact details.

These amendments aim to promote a more proactive approach to vacant property management, ensuring effective upkeep and security while safeguarding the community's health, safety, and aesthetic standards. By establishing clear guidelines and expanding enforcement mechanisms, the city will be better equipped to preserve the integrity of its neighborhoods and mitigate the negative effects of vacant and neglected properties. Registration will also help address items like graffiti abatement quickly, as staff will have up to date information on who the proper contacts are for each property to ensure issues like graffiti are removed within 72 hours.

The Planning Commission previously discussed concerns surrounding enforcement of the updated code. Staff is currently working with a vendor which hosts web-based vacant property registration portals, where property owners will be able to follow a link through the City's website to register their properties, and renew their registration annually. Staff is also developing a fee study to incorporate the cost of providing this service, along with the staff time for Code Enforcement Officers to routinely monitor the properties to ensure compliance. The fee study, along with the suggest fee resolution will be presented to the City Council before the proposed Ordinance is adopted. Should the proposed Ordinance be adopted, staff will continue with our current practice of providing courtesy notices to property owners regarding the new rules well before enforcement takes place. This will allow property owners time to make necessary changes, and where needed, receive Planning approval for landscaping plans. Finally, while the City cannot force property owners to develop vacant properties, the proposed Ordinance will provide the City a tool to ensure that properties are kept up nicely and add, not detract, from the quality of our neighborhoods and commercial centers.

**FISCAL IMPACT:**

There is no fiscal impact associated with adoption of this Resolution or the subsequent adoption of the Ordinance by City Council.

**ENVIRONMENTAL:**

In accordance with the California Environmental Quality Act (CEQA) Guidelines, this project is exempt from environmental review as it does not meet the definition of a "project" under CEQA Guidelines Section 1578(b)(5). The adoption of this Ordinance is an administrative action that will not cause any direct or physical changes to the environment, and no further analysis is required.

**PUBLIC NOTICE:**

Notice of the public hearing was published in the Los Cerritos Community News on January 10, 2025. Notice of the public hearing was also posted at three locations within City's bulletin board.

**RECOMMENDATION:**

1. Adopt PC Resolution 2025-02P, Recommending That the City Council Adopt an Ordinance Amending Chapter 24 (Vacant Buildings and Foreclosed Properties) of Title 5 (Public Welfare) of the Artesia Municipal Code Relating to the Maintenance of Vacant Properties; and
2. Find that the adoption of the proposed Ordinance is not subject to the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.

**Attachments**

[02.18.2025 Artesia - PC Resolution No. 2025-02P, Vacant Properties.pdf](#)  
[Resolution No. 0225-02P - Exhibit A.pdf](#)



# CITY COUNCIL AGENDA REPORT

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**MEETING DATE:** March 17, 2025

**ITEM NO:** 11C.

**TO:** Mayor and Members of the City Council

**SUBJECT:** 2025 Goal Setting Report

**FROM:** Melissa Burke, Deputy City Manager

**REVIEWED AND APPROVED BY:**

Jamie Murguia, Finance Manager

Abel Avalos, City Manager

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**RECOMMENDATION:**

Staff recommends the City Council, by motion, adopt the 2025 Goal Setting Report and direct staff to begin implementation of the Early Action Goals.

**BACKGROUND:**

On November 5, 2024, voters in the City of Artesia solidly approved Measure AAA to enhance local services. The Measure implemented a three-quarter cent transaction and use (sales) tax beginning April 1, 2025. The Measure is expected to produce a 20% increase to the City's General Fund, about \$3 million per year.

On March 5, 2025, the City Council held a goal setting session facilitated by Tripepi Smith to discuss a broad range of goals to continue moving the City forward. As part of this discussion, the Council developed an early action plan, to address the community's most pressing needs and prioritize those items for implementation in the next fiscal year. The 2025 Goal Setting Report is a culmination of the Early Action Goals and Long-Term Goals.

**ANALYSIS:**

At the March 5, 2025 goal setting session, the City Council determined three goals to focus on as Early Action Goals. These goals include enhancing public safety, implementing capital improvement projects, and investing in staff development. Each of these three goals includes action items, and tactical steps to achieve the goal in the Goal Setting Report. A summary of the Early Action Goals is below:

Enhance Public Safety action items:

- Address deputy's needs
- Hire private security for patrol support
- Coordinate private security patrol with Los Angeles County Sheriff's Department for maximum effect
- Increase security camera coverage in the City
- Address gang issues
- Enhance community engagement

Implement Capital Improvement Projects action items:

- Complete outstanding City projects
- Resurface City streets
- Repair sidewalks
- Convert remaining asphalt alleys to concrete
- Beautify the City
- Repair public restrooms at Artesia Park
- Introduce more and upgraded trash cans

Invest in Staff Development action items:

- Invest in current staff
- Updated outdated software
- Hire and attract new staff

Additionally, the City Council discussed and identified several long-term goals, which were broken up into five areas including: enhancing public safety, implementing capital improvement projects, investing in staff development, expanding City offerings and facilities, and increasing economic development. The action items included within these goals were identified as either ongoing goals or projects to be addressed after the priority projects. The full list of action items is attached to the report, but a few examples include: monitoring existing public safety tools to determine effectiveness of programs and ordinances; maintaining the City's Tree City USA designation; creating an opportunity for youth internships; analyzing and evaluating existing and possible City events; and implementing the City's Economic Development Plan.

**FISCAL IMPACT:**

There is no fiscal impact associated with adopting the 2025 Goal Setting Report at this time. The action items within each goal may have fiscal impacts to the General Fund or other funds and will be evaluated on a case by case basis as staff work towards implementation.

**RECOMMENDED COUNCIL ACTION:**

Staff recommends the City Council, by motion, adopt the 2025 Goal Setting Report and direct staff to begin implementation of the Early Action Goals.

**Attachments**

[2025 Artesia Goal Setting Report](#)



# City of Artesia

## Goal Setting Report



Report Assembled By:



Authors:

Mike Egan, Director

Kylie Sun, Senior Business Analyst

Emma Totaro, Junior Business Analyst

March 2025

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# Executive Summary

## Purpose

Voters in the City of Artesia solidly approved Measure AAA on the November 5, 2024, municipal ballot. The Measure implemented a three-quarter cent sales tax increase to enhance local services. The Measure is expected to produce a 20% increase to the City's General Fund, or a little more than \$3 million per year.

On March 5, 2025, Tripepi Smith facilitated a public goal-setting session with the Artesia City Council and members of the City's executive team. The Council discussed a broad range of overall goals and developed an early action plan to address the community's most pressing needs. That early action plan focuses resources on public safety, infrastructure projects and staff development for the immediate future. Additional goals will be developed as staff capacity and revenues continue to grow.

## City of Artesia Background

The City of Artesia is a small, vibrant community celebrated for its rich cultural diversity, thriving small business sector, outstanding restaurants, quality parks programs and innovative public education system.

The City initiated this goal-setting effort to quickly focus resources on important community projects and to enhance organizational capacity, aiming to maintain its positive trajectory in service delivery.

In recent years, Artesia has made significant strides. In late 2021, the City faced serious financial challenges, including insufficient revenue, inadequate financial reporting and high staff turnover in critical positions. However, over the past few years, Artesia has successfully addressed many of these issues.

The City expanded its revenue base by implementing voter-approved cannabis sales and securing voter approval for Measure AAA. In August 2024, Artesia's Finance Department received a clean audit report for the 2022-23 fiscal year, marking the completion of a backlog in financial reporting that spanned multiple years — an important achievement. Additionally, the City received a clean audit report for the 23-24 fiscal year in February 2025, demonstrating Artesia's commitment to responsible financial management and transparency.

Furthermore, Artesia is currently conducting a class and compensation analysis to establish a competitive compensation structure that will attract and retain top local government talent.

## Goal Setting Process

The City of Artesia engaged Tripepi Smith to lead its goal-setting process to guide the upcoming 2025-26 fiscal year budget. The process included the following:

Deliverable	Date
Goal Setting Facilitation Proposal	February 10, 2025
Kick-Off Call <i>with the City Manager and Deputy City Manager</i>	February 24, 2025
City Council Goal Setting Workshop <i>to discuss goals and objectives</i>	March 5, 2025
City Council Meeting <i>to review and adopt the Goal Setting Report</i>	March 17, 2025

Following a strategy call with the City Manager and Deputy City Manager, Tripepi Smith identified consolidated concerns and priorities and presented five general goals at a special meeting of the City Council the City's executive staff held on March 5, 2025. The City Council discussed and elaborated on the general goals, agreeing upon three goals for immediate action with revised objectives.

From the March 5 meeting, Tripepi Smith created a work plan for each goal, as seen in the Tactical Steps columns below. The report is based on the City Council's consensus around the goals and expanded objectives.

# Early Action Goals

## CITY OF ARTESIA GOAL SETTING



### ENHANCE PUBLIC SAFETY

- Address deputies' needs
- Hire private security for patrol support
- Coordinate private patrols with LASD for maximum effect
- Increase security cameras
- Address gang issues
- Boost community engagement

### IMPLEMENT CAPITAL IMPROVEMENT PROJECTS

- Complete outstanding projects
- Resurface City streets
- Repair sidewalks
- Complete concrete alleyways
- Beautify the City
- Repair and remodel restrooms at Artesia Park
- Introduce more trash cans

### INVEST IN STAFF DEVELOPMENT

- Invest in current staff
- Update outdated software
- Hire and attract new staff

## Goal #1: Enhance Public Safety

*Artesia will be a safe and secure City.*

### CITY OF ARTESIA GOAL SETTING



#### ENHANCE PUBLIC SAFETY

- **Address deputies' needs**
  - Seek input from the Sergeant and deputies about necessary resources to address crime more effectively
- Hire a **private security company** for patrol support, similar to the efforts of neighboring cities
- **Coordinate private patrols** with LASD for maximum effect
- **Increase security cameras** in the Civic Center, parks, streets and neighborhoods
- **Address gang issues**
  - Establish ongoing communications with neighboring cities to address evolving issues
  - Educate the Council and staff through a Roundtable about gang history and culture to better understand the situation and prevent further gang violence
- **Boost community engagement**
  - Mailers, safety checks, neighborhood watch program

Objectives		Tactical Steps
1.1	Address deputies' needs.	Seek input from the Sergeant and deputies about necessary resources to address crime more effectively.
		Fund additional safety programs and resources for deputies to increase public safety.
1.2	Hire a private security company for patrol support, similar to the efforts of neighboring cities.	Explore local private security companies.
		Discuss and hire a private security company to aid current deputies and Sheriff's Department staff.
1.3	Coordinate private patrols with LASD for maximum effect.	Create a patrol plan with deputies and private security to ensure that all areas of Artesia are regularly patrolled.
		Ensure each patrol grouping has a regular section to create familiarity with community members.
1.4	Increase security cameras (general video monitoring, fixed Automated License Plate Readers (ALPRs) and ShotSpotter cameras)	Add security cameras to the Civic Center (City Hall, Community Center and Artesia Park), City streets and local neighborhoods.
		Regularly maintain and monitor security cameras.
		Create a maintenance and replacement plan to ensure cameras continue functioning as intended.
1.5	Address gang issues.	Establish ongoing communications with neighboring cities to address evolving issues.
		Educate the Council and staff through a Roundtable about gang history and culture to better understand the situation and prevent further gang violence.
1.6	Boost community engagement and resident relationships with local law enforcement.	Invest in signage and materials to expand the reach and awareness of the neighborhood watch program.
		Create a standard of regular deputy safety checks for patrolled neighborhoods.
		Invest in mailers that promote Artesia's public safety efforts and how to get more involved.

## Goal #2: Implement Capital Improvement Projects

*Artesia will complete standing projects and improve residents' quality of life with future projects.*

### CITY OF ARTESIA GOAL SETTING



#### IMPLEMENT CAPITAL IMPROVEMENT PROJECTS

- **Complete outstanding City projects**
  - Finish the walking trail
- **Resurface City streets**
  - Accelerate repairs, fill potholes, introduce traffic-calming measures, improve street drainage, utilize rubberized asphalt
- **Repair sidewalks**
  - Not just grinding, but reparation
  - Increase streetlights or LED illumination
- **Convert remaining alleys to concrete**
- **Beautify the City**
  - Focus on the area near the 91 Freeway, a critical entry point into the City
  - Introduce foliage veils and murals
- **Repair public bathrooms** at Artesia Park
- **Introduce more and upgrade trash cans** and maintenance



Objectives		Tactical Steps
2.1	Complete outstanding City projects.	Finish any current Capital Improvement Projects, such as the walking trail.
2.2	Resurface and improve City streets.	Accelerate street repairs, both main and neighborhood streets.
		Fill potholes in a timely manner.
		Introduce traffic-calming measures on main streets to enhance vehicular and pedestrian safety.
		Improve street drainage.
		Consider utilizing rubberized asphalt when repairing streets for environmental sustainability.
2.3	Repair sidewalks.	Fix sidewalks to increase walkability and safety in Artesia.
		Increase the number of streetlights or illumination with LED on select City streets to enhance brightness and improve safety.
2.4	Convert remaining alleys to concrete.	Finish pouring and laying concrete in the remaining Artesia alleys.
2.5	Beautify Artesia.	Focus on the area near the 91 Freeway, a critical entry point into the City.
		Introduce foliage veils and murals to decrease graffiti.
2.6	Repair public restrooms at Artesia Park.	Remodel and repair the public restrooms in Artesia Park to increase public safety and resident satisfaction.
2.7	Introduce more trashcans and increase trashcan maintenance.	Introduce more trashcans around the City and in City parks.
		Upgrade existing trash cans.
		Implement a maintenance plan to ensure trash cans are emptied on a timely basis.

## Goal #3: Invest in Staff Development

*Artesia will be a City that regularly invests in current and future staff development.*

### CITY OF ARTESIA GOAL SETTING



#### INVEST IN STAFF DEVELOPMENT

- **Invest in current staff**
  - Based on the results of the Class and Compensation Study and labor negotiations, modify the salary tables to increase staff retention and loyalty
- **Update outdated software**
  - Invest in new software that is user-friendly
- **Hire and attract new staff**
  - Administrative support in the Finance, Community Development and HR Departments

Objectives		Tactical Steps
3.1	Invest in current staff.	Based on the results of the Class and Compensation Study and labor negotiations, modify the salary tables to increase staff retention and loyalty.
		Implement regular staff development and bonding to ensure staff satisfaction and regular learning.
3.2	Update outdated software.	Invest in new software that is user-friendly.
		Explore AI programs to help expedite City processes.
3.3	Hire and attract new staff.	Hire new staff that will enhance Artesia and add necessary roles to expedite City Processes in multiple departments.

## Long-Term Goals

The Artesia City Council's long-term goals are outlined in the following links. These goals are ambitious and forward-looking, and they will help to ensure that Artesia remains a vibrant and thriving community for years to come.

**Goal #1: Enhance Public Safety**

**Goal #2: Implement Capital Improvement Projects**

**Goal #3: Invest in Staff Development**

**Goal #4: Expand City Offerings and Facilities**

**Goal #5: Increase Economic Development**

# Artesia City Council Long-Term Goals

## Enhance Public Safety

- **Develop a survey or status review** of vacant properties
- Ensure that residents know **the City is keeping track of the open lots** with current projects
  - Address public safety issues with open lots - examples:
    - Abandoned lots on Artesia Boulevard
    - Icehouse behind Stater Bros
- **Hold a community meeting in Padelford** to address safety issues in North Artesia
- Implement additional and uphold current **public safety ordinances**
- Expand the **alarm system rebate program**
  - Give away Ring systems to low-income residents and renters
  - Advertise the existing rebate program
- Get regular updates on **the effectiveness of public safety programs**
  - Automated License Plate Readers (ALPR) program
  - Catalytic converter ordinance
  - Holding guardians responsible for property damage caused by minors
- Discuss **additional public safety programs**
  - Sky Knight Helicopter program
  - Drone program
  - Shot Spotter

## Implement Capital Improvement Projects

- **Assess City trees**
  - Explore other options for more attractive and environmentally friendly trees
  - Keep Tree City USA designation
- **Make the City aesthetically pleasing** for residents and visitors
- Discuss priorities for **the botanical garden**
  - Including, public safety, beautification and a timely project completion
- **Set goals for each major project** to keep projects on task and timely

## Invest in Staff Development

- Discuss how to **bring City staff up to market rate**
- Provide an **intern opportunity for local youth**
- **Invest in new software** that is easy for people to use
  - Invest in an **AI model** to enhance City work
- **Hire for staff needs**

- Introduce **full-time employees in departments based on operational needs.**
- **Reassess the code enforcement department** for expansion and success
- **Improve and expedite the business licensing** and permits process
  - Explore offering **business licensing solutions** out of City Hall
  - Explore outsourcing the building permits
- **Do a survey about employee satisfaction** and bring it up to at least 80%

## Expand City Offerings and Facilities

- **Improve Artesia Park**
  - Discuss the future of the splash pad and old memorial flag pole
  - Update landscaping
  - Revive the rose garden
  - Upgrade and increase trash cans
  - Revamp bathrooms
    - Potentially replace with a modern modular unit
- Conduct a **cost analysis on Artesia events** to figure out event value and resident attendance
  - Ask residents about what events they would like to see or what events they enjoy
  - Ensure the offered events hit a variety of demographics
  - Have more inclusive events catering to resident interests
- **Explore Future events**
  - India Independence Day (8/15)
  - Be more open to hosting other possible cultural events
  - Explore closing down Pioneer Boulevard for numerous events
    - Farmers market
    - Pioneer days
    - Cultural events
- **Increase budget transparency and City Council meeting awareness**
- **Invest in mailers and quarterly printed newsletters** to increase resident knowledge and engagement
- **Hold more town halls** to increase public awareness and resident comments
- **Implement a monthly e-magazine**
- **Create a City app** for services
- **Create a business improvement district** on downtown Pioneer Boulevard
  - Make the area a true destination for merchants and residents
    - Have formal discussion regarding “Little India”
    - Will be good for revenue, the City and residents
    - Promote for the Olympics, World Cup, the opening of the Metro Train, etc.
- **Capitalize on visitor attractions**
  - Food District
  - Jewelry District
  - Little India
  - Arts and Culture District

- **Invest in the downtown**

## Increase Economic Development

- **Implement Strategic Economic Development Plan** with Kosmont
- **Secure revenue** for the City through:
  - Billboards
  - Business licensing
    - Business license sweeps (by code officers)
- **Establish connections** between top businesses and the City
  - Offer staff and services to build the relationship
- **Create a database of commercial business property owners** and property managers for internal use
  - Connect tenants with property owners and managers to fill empty lots
- **Create an economic development support position**
- **Create an ad hoc committee** to function as an economic development sounding board
  - Role: To review and work with staff on the implementation of the economic development strategic plan
  - Mayor Pro Tem Trevino and Councilmember Manalo appointed



# CITY COUNCIL AGENDA REPORT

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**MEETING DATE:** March 17, 2025

**ITEM NO:** 11D.

**TO:** Mayor and Members of the City Council

**SUBJECT:** Schematic Design for Botanical Garden Project

**FROM:** Leslie Nacionales-Tafoya, Management Analyst

**REVIEWED AND APPROVED BY:**

Melissa Burke, Deputy City Manager  
Jamie Murguia, Finance Manager  
HongDao Nguyen, City Attorney  
Abel Avalos, City Manager

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**RECOMMENDATION:**

Staff recommends that City Council approve the Schematic Design Plans for the Artesia Botanical Garden Project at 11462 178th St., which include the overall site plan design, size of program areas visualized in renderings, rough project cost and construction time estimates, and direct staff to develop the plans, specifications and engineering for bidding construction based upon the approved design.

**BACKGROUND:**

The City purchased the Botanical Garden property in September 2018 with the intention to develop it for recreational use. Between March and April 2019, the City held five (5) community planning meetings to gather input on the proposed project from concerned residents. A total of 88 people participated in the meetings and proposed amenities they would like to see, such as: a community center, pavilion, theatre stage, and garden space, all of which were incorporated into the initial design for the project. Based on this initial design, the City completed the environmental analysis, including the preparation of an Initial Study and Mitigated Negative Declaration. The study identified potential adverse impacts on the surrounding neighborhoods and called out measures to mitigate the impacts. The potential impacts included: 1) Construction Noise – to be mitigated by limiting work hours and turning off equipment when not used; and 2) Event Noise – to be mitigated by upholding the City's noise ordinance, including prohibiting amplified sound after 10:00 p.m.

Public comment on the studies lasted from October 17, 2019 to November 13, 2019, with a public meeting occurring on November 4, 2019, and a City Council meeting on November 13, 2019, in which Resolution No. 19-2777 was adopted. The Resolution included language that the site would "preserve a large portion of the garden on site and develop amenities such as an outdoor amphitheater, botanical garden, community center, and an open pavilion for community use and special events."

In March 2023, the City was awarded \$3,000,000 for the Project in federal funds through the Housing and Urban Development Department's (HUD) Community Project Fund (CPF) grant program. During the CPF grant application process, the City estimated the Project budget would be \$6,900,000 which included costs for design services, demolition and site preparation, new landscaping, tree planting and lighting as well as for a community center with attached event pavilion, amphitheater/stage with cover, a small event area with pergola and ancillary amenities. In March 2024, the City was awarded an additional \$2,000,000 from the State through the California Natural Resources Agency (CNRA) General Fund Specified Grant program. In June 2024, the City Council approved the FY 2025-29 Capital Improvement Plan which provided \$1,900,000 in Development Impact Fees to fully fund the Project budget of \$6,900,000.

In August 2024, the City Council approved a contract with the firm, Chee Salette Architecture Office Inc (Consultant), to develop the design and construction documents, and to provide construction oversight for the Project. Through the Initial and Schematic Design Phases of the design process, the consultant has completed a Geo Tech Study, a tree inventory, and developed proposed design options for the Project. The Consultant has had bi-weekly meetings with City staff, including a meeting with LA County Fire Department representatives and also made presentations at two Ad-Hoc Botanical Garden Committee meetings and two Joint Special Meetings of the City's Commissions. The proposed Schematic Design is at 60 percent completion of the design process.

#### **ANALYSIS:**

On October 23, 2024, the Parks and Recreation, Planning, Public Safety and Beautification and Maintenance Commissions held a joint Special Meeting to review and comment on design options for the Project. Although the feedback was positive, there were questions about the actual use of the Project; was it an event site or a botanical garden? There were also questions about security and educational uses. After the Special Meeting, the design options were also presented to the Botanical Garden Ad-Hoc Committee. The members felt that an amphitheater would not get a lot of use relative to the space that it took up. Both Ad-Hoc members felt that there needed to be more park and garden spaces.

During the cost estimation phase of developing the Schematic Design, the Consultant determined that the design presented at the initial meetings was estimated to be \$2,000,000 over the project budget due to unexpected costs related to reconstructing the existing driveway for emergency access and addressing high water table in the seismic construction. The Consultant then proposed revisions to the design based on community, commission and Ad-Hoc Committee comments, which is estimated closer to the currently-funded amount for the project. These revisions were presented to City staff, the Ad-Hoc Committee, and at a Special Meeting of the Joint Commissions on March 3, 2025. Each group provided feedback that they believe the updates improve the design and make the park look and feel more like a Botanical Garden.

If the conceptual plans are approved by the City Council, we will proceed finalizing design details, engineering, and construction plans. Staff believes the revised conceptual design provides a greater emphasis on the garden and passive recreation space than previous designs, while keeping key elements that the community said were important. While the desired community building remains in the design, it has been reduced to accommodate a maximum banquet capacity of 72 persons. The amphitheater and stage were removed to create a larger planted area, and we have de-emphasized "performance based" programming, such as concerts with bands or theatrical performances. As proposed, the community building would allow for recreational classes like yoga, a meeting space, small city events, and small facility rentals.

Throughout this process, the City has focused on mitigating negative impacts such as parking, perimeter fencing, and noise. While the project does not include onsite parking, staff are working with ABC Unified School District to enter into a joint use agreement at Burbank Elementary School. This agreement would provide a total of 81 parking spaces for the Botanical Garden. The project development plans also call to replace the substandard perimeter fencing with a standard six (6) foot block wall to aid in security and privacy for the neighbors. In addition, plantings around the perimeter will also aid in mitigating noise from the property onto neighboring properties.



Among the next steps in the process will be to develop the operational programming for the Botanical Garden which would include: public use hours, recreational class programming, educational programming, suitable city special events, and rules for facility rentals. We will continue to hold additional discussions with the Ad-Hoc Committee and the public to discuss operational plans as they develop.

Staff is requesting the City Council approve the 60 percent Schematic Design and direct staff to move forward with the consultant in completing the design. If the item is approved, the finalization of the design is estimated to be completed in the summer of 2025, construction design completed and building plans approved in early 2026, bid packets released in the spring of 2026, and a construction contract awarded in the summer of 2026. Construction is estimated to take approximately twelve months.

#### **ENVIRONMENTAL ANALYSIS:**

Pursuant to California Environmental Quality Act (CEQA) guidelines, an initial study was prepared to assess the potential adverse environmental effects of the proposed Botanical Garden Project. The study concluded that the environmental impacts associated with the Project were less than significant. The only potentially significant impacts identified related to noise, which were reduced to less than significant levels through a Mitigated Negative Declaration approved by Council on November 13, 2019.

Additionally, the City prepared and filed an Environmental Review (ER) to comply with federal grant requirements to meet National Environmental Protection Act (NEPA) requirements. HUD approved the ER and issued its Authority to Use Grant Funds (AUGF) on June 26, 2024.

#### **FISCAL IMPACT:**

There is no impact to the general fund related to approving the schematic design and directing staff to move forward at this time. The project is currently fully funded through grant funds and development impact fee funds.

The proposed Schematic Design cost is projected to be close to the currently funded amount for the project. However, these are rough estimates which will be updated during the Design Development phase of the process and before construction is bid out for development. When the construction documents are finalized, the item will be brought back to the City Council to approve the construction plans, along with any additional information regarding funding allocation if a shortfall is projected.

#### **RECOMMENDED COUNCIL ACTION:**

Staff recommends that City Council approves the Schematic Design Plans for the Artesia Botanical Garden Project at 11462 178th St., which include overall site plan design, size of program areas visualized in renderings, rough project cost and construction time estimates and direct staff to develop the plans, specifications and engineering for the construction packet based upon the approved design.

#### **Attachments**

[Artesia Botanical Garden Renderings](#)

# ARTESIA BOTANICAL GARDEN SCHEMATIC DESIGN

03.17.2025

CHEE SALETTE



# site plan



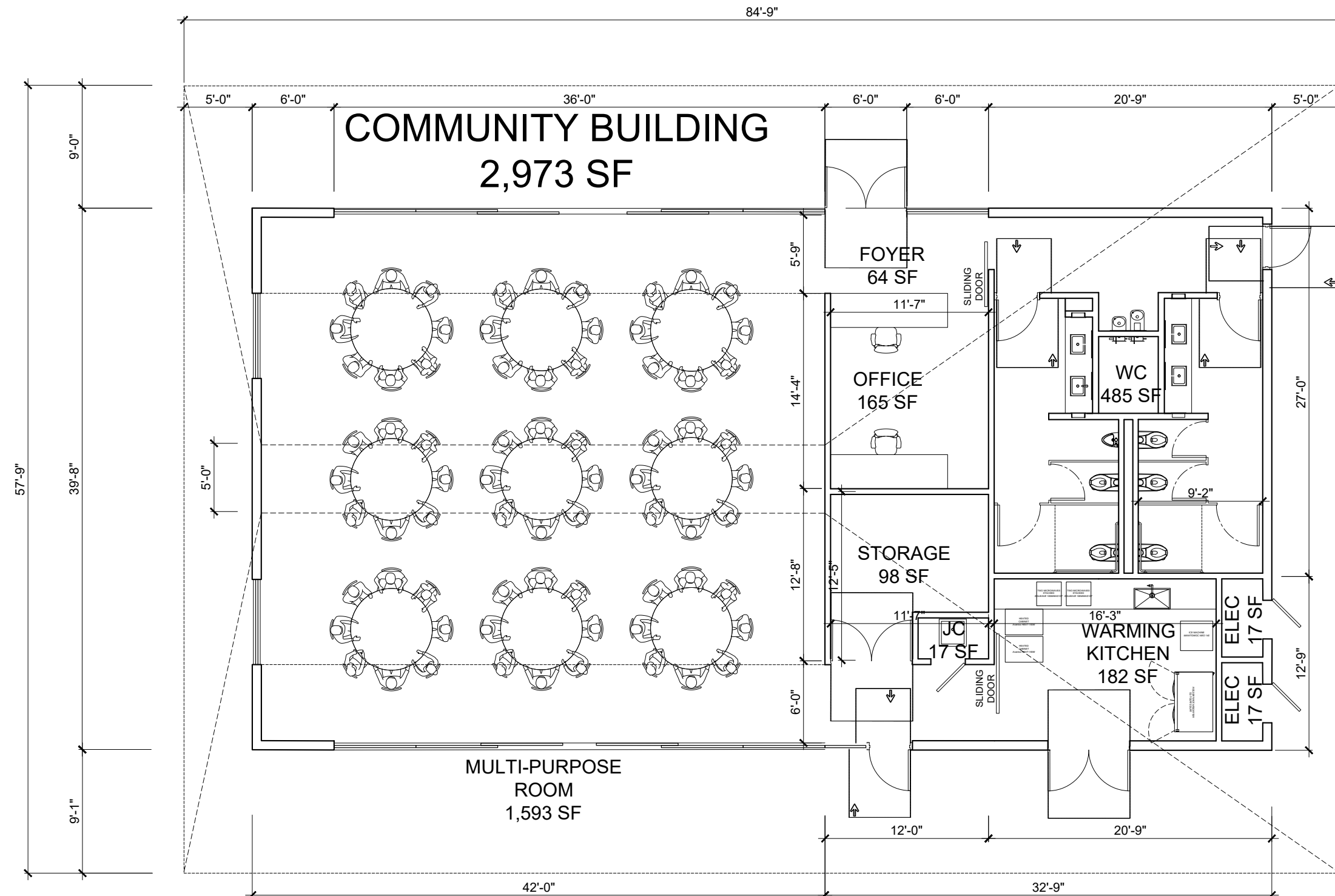
ARTESIA BOTANICAL GARDEN - 03.17.2025



CHEE SALETTE



# building layout



# COST BREAKDOWN

SITE CONDITIONS	\$1.6M (21%)	SITE DEMO	\$236K
		SWPPP	\$42K
		FENCE + GATES + WALLS	\$100K
		UTILITY BUILDING	\$135K
		UTILITIES	\$400K
		OFFSITE	\$50K
		GROUND IMPROVEMENTS	\$400K
		SITE PAVING	\$271K
SITE DEVELOPMENT	\$1.7M (23%)	PLANTING + IRRIGATION	\$890K
		SPECIALTIES	\$177K
		SITE LIGHTING	\$543K
BUILDING	\$2.4M (31%)	BUILDING STRUCTURE	
		BUILDING SYSTEMS	
SITE FEATURES	\$236K (3%)	DEMONSTRATION PLANTERS	\$86K
		DEMONSTRATION CREEK	\$150K
CONTINGENCY+ CONTRACTOR	\$1.7M (22%)	DESIGN CONTINGENCY @ 8%	\$460K
		MARKET ESCALATION @ 5.4%	\$334K
		GENERAL CONTRACTOR @ 14%	\$918K
TOTAL			\$7.4M





entrance





community building entrance



capacity: 20



community building educational setting



capacity: 72



community building banquet setting





welcome plaza









educational and demonstration area





meander thru the mature forest





pathway to the garden





garden walk





central lawn





garden walk





educational and demonstration garden



# site plan



ARTESIA BOTANICAL GARDEN - 03.17.2025



CHEE SALETTE



# ca planting biomes



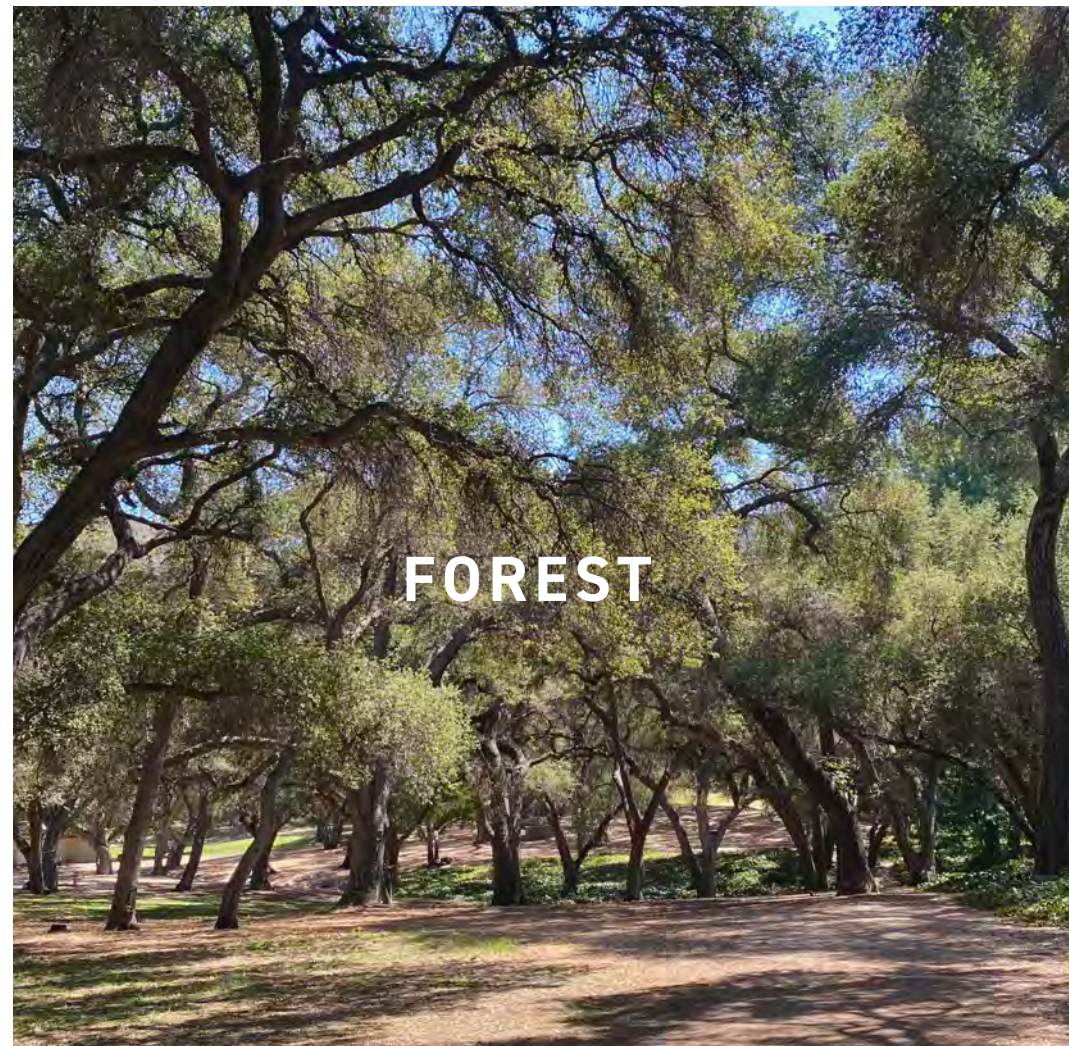
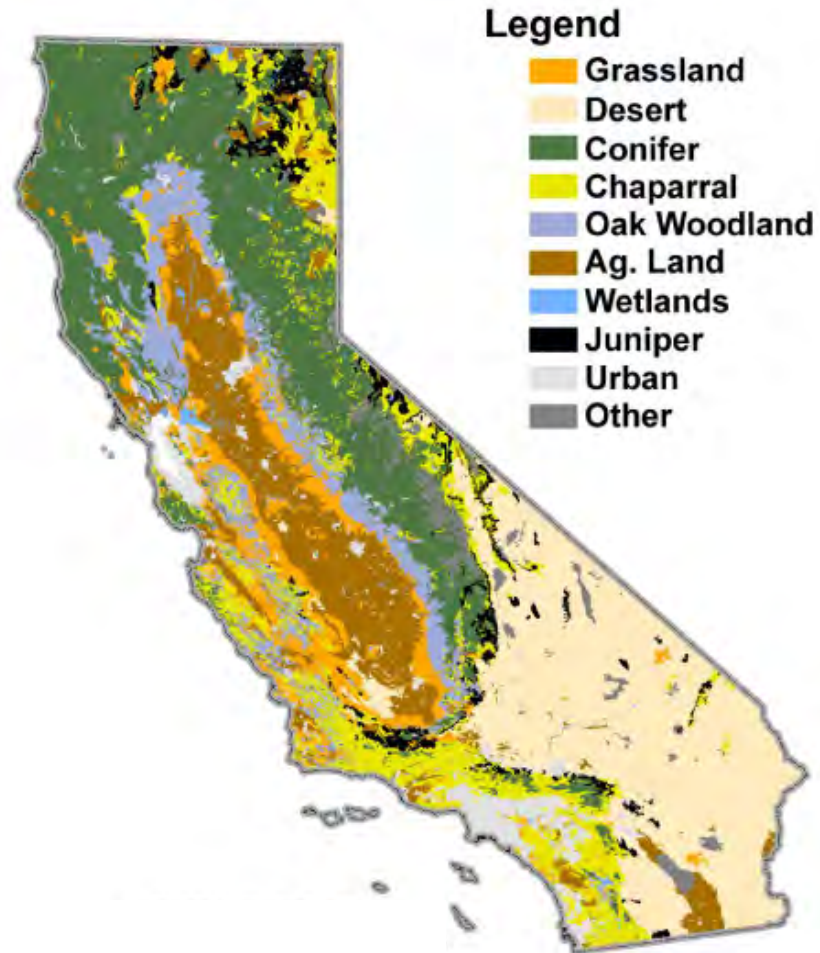
GRASSLAND



CHAPARRAL



DESERT



FOREST



WETLANDS

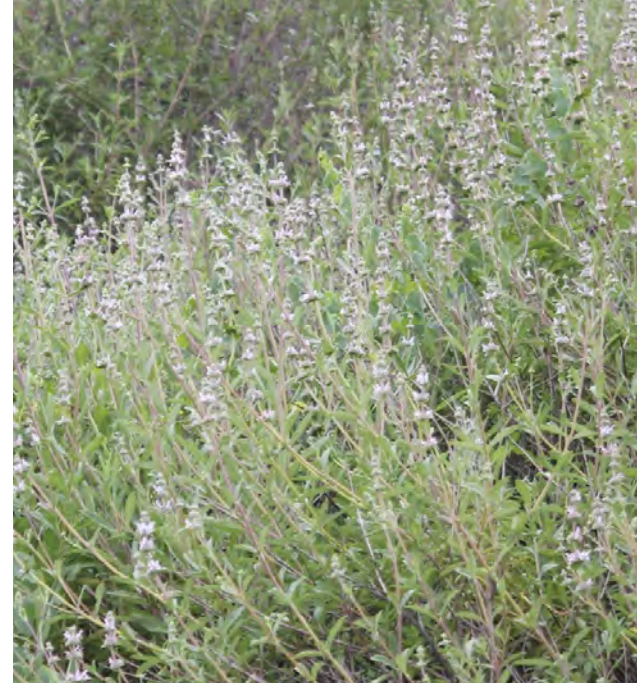


















capacity: 84 linear seating + lawn seating



wedding at the lawn



capacity: 36 linear seating + lawn seating



movie night at the lawn