

**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, November 18, 2024  
7:00 P.M.**

**1. CALL TO ORDER REGULAR MEETING**

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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 De Leon, Calvary Chapel Artesia

**4. PLEDGE OF ALLEGIANCE**

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4A. Pledge of Allegiance  
— Commissioner Paul de Medeiros

**5. PUBLIC COMMENTS**

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Anyone wishing to speak to the City Council is asked to fill out a speaker card and give that card to the City Clerk at the staff table prior to the commencement of the meeting. Any public comments that cannot be heard within the next 20 minutes will be heard at the end of the meeting. If a member of the public submitted public comments on a Consent Calendar item, the item will be removed from the Consent Calendar for separate discussion and to hear the public comment on the Consent Calendar item at that time. 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 for items not listed on the agenda will be heard at this time. 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.

5A. Public Comments

**6. COUNCILMEMBER COMMENTS**

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6A. Councilmember Comments

**7. CEREMONIAL PRESENTATIONS**

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- 7A. Certificates of Recognition - Commissioner Paul de Medeiros, Commissioner Ashika Patel, Commissioner Carl Fonseca, Commissioner Manu Patel, Commissioner Zeel Ahir, & Suguru Kitahara
- 7B. Donation from Strong Towns Artesia to the City
- 7C. America Recycles Day Proclamation

## 8. BUSINESS PRESENTATIONS

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- 8A. CR&R Residential Organics Recycling and Food Waste Updates

## 9. CONSENT CALENDAR

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It is recommended that Items (9A) through (9G) 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. City Council Meeting Minutes

— Recommended Action: Approve Minutes as Presented for October 14, 2024 - Regular & Special Meetings.

- 9C. Accounts Payable Check Register - October 2024

— Recommended Action: Receive and File.

- 9D. City Financial Report - September 2024

— Recommended Action: Receive and File.

- 9E. Professional Services Agreement Amendment for Acquisition Services

— Recommended Action: Approve Amendment No. 4 to the Professional Services Agreement with Overland, Pacific, & Cutler, Inc. to Extend the Term Until December 31, 2026, Increase the Compensation to \$190,825 for the A.J. Padelford Park Expansion Project, and Authorize the City Manager to Execute on the Council's Behalf.

- 9F. Introduction of An Ordinance Relating to Time, Date, and Location of the Placement of Solid Waste Collection Containers

— Recommended Action: Waive Full Reading and Introduce Ordinance No. 24-964, an Ordinance of the City Council of the City of Artesia, California, Amending Section 6-2.114 of Chapter 2 (Solid Waste and Recycling) of Article 1 (Garbage, Rubbish, and Waste Materials) of Title 6 (Sanitation and Health) of the City of Artesia Municipal Code Relating to the Time, Date, and Location of the Placement of Containers for Waste Collection and Finding the Action Exempt from CEQA under Title 14 of the California Code of Regulations § 15061(B)(3).

- 9G. Addition of Regular December Council Meeting

— Recommended Action: Approve the Addition of December 16, 2024 Regular Meeting at 7 p.m.

## 10. PUBLIC HEARING

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- 10A. Introduction of an Ordinance Granting Golden State Water Company a Franchise Agreement  
— Recommended Action: Waive full reading and introduce Ordinance No. 24-957, An Ordinance of the City Council of the City of Artesia, California, Granting to Golden State Water Company, A California Corporation, the Right, Privilege and Franchise to Lay and Use Pipes and Appurtenances for Transmitting and Distributing Water For Any and All Purposes Under, Along, Across, or Upon the Public Streets, Ways, Alleys, and Places as the Same or Now or May Hereafter Exist, Within Said Municipality
- 10B. Introduction of an Ordinance Prohibiting Short-Term Rentals  
— Recommended Action: Waive full reading and Introduce Ordinance No. 24-960: An Ordinance of the City Of Artesia, California Adding Article 46 to the Artesia Municipal Code to Prohibit Short-Term Rentals Throughout the City and Finding the Action Exempt from CEQA Pursuant to State CEQA guidelines sections 15060(c)(2) and 15060(c)(2) and 15060(c)(3).
- 10C. Introduction of an Ordinance Regarding Smoke Shops  
— Recommended Action: Waive Full Reading and Introduce Ordinance No. 24-961, An Ordinance of the City of Artesia Recommending that the City Council Adopt a Zoning Ordinance, 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).
- 10D. Adoption of an Urgency Ordinance No. 24-962U Amending the Artesia Municipal Code relating to Accessory Dwelling Units  
— Recommended Action: Waive Full Reading and Introduce Ordinance No. 24-962U, An Urgency Ordinance of the City Council of the City of Artesia, California, Amending Title 9, Chapter 2, Article 45, of the City of Artesia Municipal Code relating to Accessory Dwelling Units and Junior Accessory Dwelling Units, and Finding the Action to be Statutorily Exempt from CEQA Under Public Resources Code § 21080.17.

## 11. DISCUSSION

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- 11A. Discussion Regarding Amending the Artesia Municipal Code Regarding Permits for Fireworks Sales  
— Recommended Action: Discuss and Provide Direction to Staff Regarding Drafting a Code Amendment Making Changes to the Criteria in the Artesia Municipal Code Related to How Organizations Can Receive Permits for the Sale of Safe and Sane Fireworks in the City.

## 12. CITY MANAGER INFORMATIONAL REPORTING

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## 13. COUNCILMEMBER COMMENTS

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This is the time for Councilmembers to report on external boards and committee meetings attended and meetings attended at public expense. Additional general comments, announcements, and requests of staff and/or other issues of concern to Councilmembers may also be presented at this time.

## 14. ADJOURNMENT

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- 14A. 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: November 14, 2024*





# CITY COUNCIL AGENDA REPORT

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**MEETING DATE:** November 18, 2024

**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:** November 18, 2024

**ITEM NO:** 9B.

**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:

October 14, 2024 - Special Meeting

October 14, 2024 - 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**

[10.14.24 Special Meeting Minutes.pdf](#)

[10.14.24 Regular Meeting Minutes.pdf](#)

**Artesia City Council Special Meeting Minutes**  
**Monday, October 14, 2024 - 6:00 p.m.**  
**City Council Chambers**  
**18747 Clarkdale Avenue Artesia, CA 90701**

**I. CALL TO ORDER SPECIAL MEETING**

Mayor Lima called the meeting to order at 6:00 p.m.

**2. ROLL CALL**

Present: Mayor Lima, Mayor Pro Tem Taj, Councilmembers Manalo, Ramoso, and Trevino\*.

\*Councilmember Trevino arrived at 6:14 p.m.

Staff Present: City Manager Avalos, Deputy City Manager Burke, Finance Manager Murguia, City Attorney Nguyen, City Clerk Alderete, Public Works Manager Sanchez, Community Development Director Dor, Parks and Recreation Manager Guerra, Special Projects Manager Lee, Management Analyst Fajardo, Management Analyst Nacionales-Tofoya, Management Analyst Stewart, Management Analyst Zambrano, and Assistant Planner Estrada.

**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. CEREMONIAL PRESENTATIONS**

**4A. Red Ribbon Week Proclamation**

A proclamation for Red Ribbon Week was accepted by Burbank Elementary students and Betty Lou Ormande.

**4B. Osvaldo Palhinha Certificate of Recognition**

A certificate of recognition for Osvaldo Palhinha was presented by the Council.

**4C. Artesia Cemetery Grand Reopening Certificate**

A grand reopening certificate for the Artesia Cemetery was accepted by Linda Gonzales.

**4D. World Mission Society Church Recognition**

A certificate of recognition was accepted by the World Mission Society Church.

**4E. Filipino American History Month Proclamation**

A proclamation for Filipino American History Month was accepted by Councilmember Ramoso.

**4F. Hindu Heritage Month Proclamation**

A proclamation for Hindu Heritage Month was accepted by Dr. G.

**4G. Breast Cancer Awareness Month Proclamation**

A proclamation for Breast Cancer Awareness Month was accepted by Raj Patel on behalf of his wife.

**4H. Presentation of Portraits 2024 Artesia Princess Court**

Portraits to the 2024 Miss Artesia Court were presented by Linda Gonzales to Miss Artesia Princess Bridget Martinez, Miss Artesia Princess Valeria, Miss Artesia Princess Miranda Cadena, Miss Artesia Teen Princess Thalia Manzel, Miss Artesia Princess Vanessa Rivera, Miss Artesia Princess Maria, Miss Artesia Princess Shayla Claire, and Miss Artesia Savannah Sosa.

4l. Staff Introductions

Deputy City Manager Burke introduced new Management Analysts Stewart and Zambrano. Community Development Director Dor introduced new Assistant Planner Estrada.

**5. ADJOURNMENT**

The meeting was adjourned at 6:40 p.m.

**Artesia City Council Regular Meeting Minutes**  
**Monday, October 14, 2024 – 7:00 p.m.**  
**City Council Chambers**  
**18747 Clarkdale Avenue, Artesia, CA 90701**

**1. CALL TO ORDER REGULAR MEETING**

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

**2. ROLL CALL**

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

Staff Present: City Manager Avalos, Deputy City Manager Burke, Finance Manager Murguia, City Attorney Nguyen, City Clerk Alderete, Public Works Manager Sanchez, Community Development Director Dor, Parks & Recreation Manager Guerra, Special Projects Manager Lee, Management Analyst Fajardo, Management Analyst Nacionales-Tofoya, and Management Analyst Zambrano.

**3. INVOCATION**

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

**4. PLEDGE OF ALLEGIANCE**

Miss Artesia, Thalia Manzel 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. Shakeel Syed, Teddy Lloyd, and Lorelei Bailey provided public comments for items not listed on the agenda.

**6. COUNCILMEMBER COMMENTS**

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

**7. CEREMONIAL PRESENTATIONS - NONE**

**8. BUSINESS PRESENTATIONS - NONE**

**9. CONSENT CALENDAR**

Taj moved, seconded by Trevino, to approve consent calendar items 9A-9P (excluding item 9J)

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 June 10, 2024 - Regular Meeting, August 12, 2024 - Regular Meeting, August 13, 2024 - Special Meeting, August 27, 2024 - Special Meeting, August 28, 2024 - Special Meeting, September 9, 2024 - Regular Meeting, September 9, 2024 - Special Meeting.

9C. Accounts Payable Check Register

Recommended Action: Receive and File.

9D. City Financial Report - August 2024

Recommended Action: Receive and File.

9E. Second Reading of Ordinance Amending Parking and Boundaries of Old Downtown

Recommended Action: Conduct Second Reading and Adopt Ordinance No. 24-959, Amending Regulations in Article 11 (Off-Street Parking and Loading) of Chapter 2 of Title 9 (Planning and Zoning) of the Artesia Municipal Code Relating to Parking Spaces Required within the Boundaries of Old Downtown; and make a Determination of Exemption Under CEQA Pursuant to Section 15061(b)(3) of the CEQA Guidelines.

9F. Addition and Cancellation of Regular November Council Meeting

Recommended Action: Approve the Addition of November 18, 2024 Regular Meeting at 7 p.m. and Cancel the November 11, 2024 Meeting.

9G. Resolution for Flooring Replacement Services Agreement with Shaw Industries

Recommended Action: Adopt Resolution No. 24-3018, Authorizing the Use of the Omnia Partners Purchasing Program and Approving a Contract to Shaw Contract, Inc. for Flooring Services at the Albert O. Little Community Center; for an Amount Not-To-Exceed \$198,601.95, Authorize the City Manager to Execute on Council's Behalf; and make a Determination of Exemption under CEQA Pursuant to Section 15301(d).

9H. Agreement for Painting Services with South Coast Painters

Recommended Action: Approve an Agreement to South Coast Painters for Painting Services at the Albert O. Little Community Center, for an Amount Not-To-Exceed \$55,200, Authorize the City Manager to Execute on Council's Behalf; and make a Determination of Exemption under CEQA Pursuant to Section 15301(d).

9I. Purchase and Sale Agreement for Acquisition of Real Property for the A.J.

Padelford Park Expansion Project

Recommended Action: Approve, and Authorize the City Manager to Execute on the Council's Behalf, the Purchase and Sale Agreement Prepared by Overland, Pacific & Cutler, Inc. ("OPC") for Real Property Located at 11936 169th Street in the City of Artesia for a Total Purchase of \$555,000, Plus Relocation Costs Not-To-Exceed of \$155,000, and Closing Costs.

9K. Award of a Construction Contract for 2024 Citywide Bus Shelters Replacement Project

Recommended Action: Reject the Bid Submitted by TVR Construction Engineering LLC for the 2024 Citywide Bus Shelters Replacement Project; Award a Construction Contract to Excel Paving Co. in the Amount of \$468,976 in Order to Implement the 2024 Citywide Bus Shelters Replacement Project, Authorize the City Manager to Execute the Construction Contract, Along with Making Non-Substantive Revisions to the Construction Contract That Do Not Change the Contract Price for the Project, on Behalf of the City Council; and make a Determination of Exemption Under CEQA Pursuant to Section 15301 of the State CEQA Guidelines.

9L. Professional Service Agreement with Sagecrest Environmental Services for Professional Planning Services

Recommended Action: Approve the Professional Services Agreement for Professional Planning Services Between the City of Artesia and Sagecrest Planning and Environmental Services for an Amount Not-To-Exceed \$280,000 and Authorize the City Manager to Execute on Council's Behalf.

9M. Resolution in Support of Proposition 36, the Homelessness, Drug Addiction and Theft Reduction Act

Recommended Action: Approve Resolution No. 24-3019, A Resolution, in Support of Proposition 36, the Homelessness, Drug Addiction and Theft Reduction Act.

9N. Resolution of Intention to Set and Hold a Public Hearing to Adopt an Ordinance Granting Franchise Rights to Golden State Water Company

Recommended Action: Adopt Resolution No. 24-3017, A Resolution of the City Council of the City of Artesia, California, Repealing Resolution No. 24-3012 and Declaring its Intention to Adopt an Ordinance Granting to Golden State Water Company the Right, Privilege, and Franchise to Lay, Maintain, and Use Pipes and Appurtenances for Transmitting and Distributing Water for Any and All Purposes Under, Along, Across, or Upon the Public Streets and Places Within the City of Artesia and Setting the Public Hearing on the Adoption of this Ordinance for November 18, 2024.

9O. Resolution for Highway Permit for Temporary Street Closure Requested by DES Hall

Recommended Action: Adopt Resolution No. 24-3020, Approving a Highway Permit for

the Temporary Closure of a Portion of Ashworth Avenue Between Devlin Avenue and Clarkdale Avenue Pursuant to Vehicle Code Section 21101(e) in Connection with the Approval of the Artesia D.E.S. Portuguese Hall - Marching Band Festival Procession to be Held on Saturday, November 9, 2024; and make a Determination of Exemption under CEQA Pursuant to Section 15301(c) Existing Facilities (Class 1) of the CEQA Guidelines.

9P. Professional Service Agreement with Willdan Engineering for Housing Element and Mixed-Use Overlay Projects

Recommended Action: Approve a Professional Services Agreement with Willdan Engineering to Complete the Housing Element and Mixed-Use Overlay Projects, for a Not-To-Exceed Amount of \$215,000 and Authorize the City Manager to Execute on Council's Behalf.

**ITEM(S) PULLED FROM THE CONSENT CALENDAR (9J)**

9J. Second Amendment to Professional Services Agreement with Placeworks, Inc.  
Recommended Action: Approve the Second Amendment to the Professional Services Agreement Between the City of Artesia and Placeworks, Inc. for Preparation of the Artesia Downtown Specific Plan for an Amount Not-To-Exceed \$460,785, and Authorize the City Manager to Execute on Council's Behalf.

Special Projects Manager Lee provided staff report. Mayor Lima asked questions and/or provided comments.

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

**10. PUBLIC HEARING - NONE**

**11. DISCUSSION - NONE**

**12. CITY MANAGER INFORMATIONAL REPORTING**

City Manager Avalos provided updates.

**13. COUNCILMEMBER COMMENTS**

Councilmember Ramoso attended the Artesia Historical Society Blind Cow event and the Radio TV Artesia Fado event at public expense. Councilmember Ramoso attended the Greater Los Angeles County Vector Control District Meeting.

Councilmember Manalo did not attend public meetings at public expense.  
Councilmember Manalo attended the California Contract Cities Association Legislative Committee meeting.

Councilmember Trevino attended the Artesia Historical Society's Blind Cow event and the Radio TV Artesia Fado event at public expense. Councilmember Trevino attended the board meeting for the Friends of the Library, the SELACO personnel commission meeting, and two veteran ad-hoc committee meetings.



Mayor Pro Tem Taj attended the Artesia Historical Society's Blind Cow event and the Radio TV Artesia Fado event at public expense. Mayor Pro Tem Taj traveled to Washington DC Sacramento as part of an advocacy group with Los Angeles County Supervisor Janice Hahn for the Southeast Gateway Line.

Mayor Lima attended the Artesia Historical Society Blind Cow event and the Radio TV Artesia Fado event at public expense. Mayor Lima attended the Council of Government's meeting.

**14. ADJOURNMENT**

The meeting was adjourned at 8:03 p.m.



# CITY COUNCIL AGENDA REPORT

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**MEETING DATE:** November 18, 2024

**ITEM NO:** 9C.

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

**SUBJECT:** Accounts Payable Check Register - October 2024

**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 October 1, 2024 through October 31, 2024.

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**

[October 2024 Demands.pdf](#)

# City of Artesia

## October 2024 Check Register

Date	Transaction # Description	Transaction Type	Post Date Due Date	Transaction Amount	Payment #	Payment Date	Amount Paid
<b>KEVIN TADO</b>							
10/08/2024	78396556	Invoice	10/08/2024	\$150.00	85460	10/09/2024	\$150.00
	Facility Deposit Refund		10/08/2024				
			Totals for KEVIN TADO:	\$150.00			\$150.00
<b>AARTI SHAH DNS INC.</b>							
10/15/2024	78662733	Invoice	10/15/2024	\$150.00	85486	10/16/2024	\$150.00
	Street Fair Deposit Refund		10/15/2024				
			Totals for AARTI SHAH DNS INC.:	\$150.00			\$150.00
<b>ADAM BARKER</b>							
10/22/2024	78679736	Invoice	10/22/2024	\$81.00	85550	10/23/2024	\$81.00
	Football Refund		10/22/2024				
			Totals for ADAM BARKER:	\$81.00			\$81.00
<b>AFSCME DISTRICT COUNCIL 36</b>							
10/08/2024	10042024	Invoice	10/04/2024	\$720.71	85461	10/09/2024	\$720.71
	Union dues 10/04/2024		10/08/2024				
10/22/2024	10182024	Invoice	10/22/2024	\$734.39	85551	10/23/2024	\$734.39
	Union Dues, Payroll		10/22/2024				
			Totals for AFSCME DISTRICT COUNCIL 36:	\$1,455.10			\$1,455.10
<b>AKESO OCCUPATIONAL HEALTH</b>							
10/15/2024	1440-82462	Invoice	10/15/2024	\$130.00	85487	10/16/2024	\$130.00
	Pre Employment Physical		10/15/2024				
			Totals for AKESO OCCUPATIONAL HEALTH:	\$130.00			\$130.00
<b>ALAN'S LAWN &amp; GARDEN CENTER INC</b>							
10/01/2024	25731	Invoice	10/01/2024	\$290.27	85434	10/02/2024	\$290.27
	Repair of Backpack Blower		10/01/2024				
10/01/2024	39236	Invoice	10/01/2024	\$276.84	85434	10/02/2024	\$276.84
	Repair of Power		10/01/2024				
10/01/2024	42212	Invoice	10/01/2024	\$1,234.41	85434	10/02/2024	\$1,234.41
	Repair of Toro		10/01/2024				
			Totals for ALAN'S LAWN & GARDEN CENTER INC:	\$1,801.52			\$1,801.52
<b>ALL CITY MANAGEMENT SERVICES</b>							
10/01/2024	95547	Invoice	10/01/2024	\$11,721.60	85435	10/02/2024	\$11,721.60
	9/1 - 9/14/24 Crossing		10/01/2024				
10/15/2024	95841	Invoice	10/15/2024	\$12,997.95	85488	10/16/2024	\$12,997.95
	9/15 - 9/28/24 Crossing		10/15/2024				
			Totals for ALL CITY MANAGEMENT SERVICES:	\$24,719.55			\$24,719.55
<b>AMERITAS LIFE INSURANCE GROUP</b>							
10/15/2024	OCT2024	Invoice	10/15/2024	\$315.91	41061	10/16/2024	\$315.91
	24/10 HMO Dental		10/15/2024				
10/15/2024	OCT2024	Invoice	10/15/2024	\$3,393.84	41061	10/16/2024	\$3,393.84
	24/10 PPO Dental		10/15/2024				
			Totals for AMERITAS LIFE INSURANCE GROUP:	\$3,709.75			\$3,709.75
<b>ANTHONY NG</b>							
10/28/2024	78766495	Invoice	10/29/2024	\$150.00	85595	10/29/2024	\$150.00
	Street Fair Deposit Refund		10/28/2024				
			Totals for ANTHONY NG:	\$150.00			\$150.00
<b>ANTONIO'S BARBER SUPPLY</b>							
10/15/2024	78682437	Invoice	10/15/2024	\$150.00	85489	10/16/2024	\$150.00
	Street Fair Deposit Refund		10/15/2024				
			Totals for ANTONIO'S BARBER SUPPLY:	\$150.00			\$150.00
<b>ARTESIA CHAMBER OF COMMERCE</b>							
10/15/2024	78681992	Invoice	10/15/2024	\$150.00	85490	10/16/2024	\$150.00
	Street Fair Deposit Refund		10/15/2024				
			Totals for ARTESIA CHAMBER OF COMMERCE:	\$150.00			\$150.00
<b>ARTESIA TIRE AND SERVICE</b>							
10/16/2024	INV027278	Invoice	10/29/2024	\$834.16	85596	10/29/2024	\$834.16
	Repair of Public Works 1998		10/16/2024				
			Totals for ARTESIA TIRE AND SERVICE:	\$834.16			\$834.16



10/08/2024	IN2774847	Invoice	10/08/2024	\$605.79	85465	10/09/2024	\$605.79
	8/20-9/19/24 Overage		10/08/2024				
			Totals for CBE:	\$605.79			\$605.79
<b>CELL BUSINESS EQUIPMENT</b>							
10/28/2024	5031662125	Invoice	10/29/2024	\$653.71	85600	10/29/2024	\$653.71
	10/20-11/19/24 Sharp		10/28/2024				
		Totals for CELL BUSINESS EQUIPMENT:		\$653.71			\$653.71
<b>CHANSON WALKER</b>							
10/01/2024	09232024	Invoice	10/01/2024	\$616.00	85438	10/02/2024	\$616.00
	Street Fair T-Shirts		10/01/2024				
		Totals for CHANSON WALKER:		\$616.00			\$616.00
<b>CHRISTINE DIAZ</b>							
10/08/2024	78210136	Invoice	10/08/2024	\$81.00	85466	10/09/2024	\$81.00
	Softball Refund		10/08/2024				
		Totals for CHRISTINE DIAZ:		\$81.00			\$81.00
<b>CINDY'S JUMPERS LLC</b>							
10/22/2024	88104	Invoice	10/22/2024	\$210.00	85554	10/23/2024	\$210.00
	Veterans Day Ceremony		10/22/2024				
		Totals for CINDY'S JUMPERS LLC:		\$210.00			\$210.00
<b>CITY BIBLE CHURCH</b>							
10/15/2024	78683030	Invoice	10/15/2024	\$150.00	85496	10/16/2024	\$150.00
	Street Fair Deposit Refund		10/15/2024				
		Totals for CITY BIBLE CHURCH:		\$150.00			\$150.00
<b>CITY OF BREA</b>							
10/22/2024	ASIT001447	Invoice	10/22/2024	\$5,709.10	85555	10/23/2024	\$5,709.10
	24/09 IT service and supplies		10/22/2024				
		Totals for CITY OF BREA:		\$5,709.10			\$5,709.10
<b>CITY OF NORWALK</b>							
10/08/2024	3507800-00-091524	Invoice	10/08/2024	\$300.99	85467	10/09/2024	\$300.99
	07/15-9/15/24 11908 169th		10/08/2024				
10/08/2024	3507880-00-091524	Invoice	10/08/2024	\$1,142.29	85467	10/09/2024	\$1,142.29
	07/15-9/15/24 169th &		10/08/2024				
		Totals for CITY OF NORWALK:		\$1,443.28			\$1,443.28
<b>CIVICPLUS LLC</b>							
10/08/2024	318463	Invoice	10/08/2024	\$9,110.76	85468	10/09/2024	\$9,110.76
	CivicPlus Website Annual		10/08/2024				
		Totals for CIVICPLUS LLC:		\$9,110.76			\$9,110.76
<b>COLONIAL LIFE</b>							
10/08/2024	E70687031001293	Invoice	10/08/2024	\$2,898.73	41055	10/10/2024	\$2,898.73
	24/10 Supplemental Ins.		10/08/2024				
		Totals for COLONIAL LIFE:		\$2,898.73			\$2,898.73
<b>COLOR CENTER GRAPHICS</b>							
10/01/2024	CCG121/23	Invoice	10/01/2024	\$197.10	85439	10/02/2024	\$197.10
	Business Cards		10/01/2024				
10/01/2024	CCG117/23	Invoice	10/01/2024	\$76.65	85439	10/02/2024	\$76.65
	Business Cards - Planning		10/01/2024				
10/01/2024	CCG108/23	Invoice	10/01/2024	\$32.85	85439	10/02/2024	\$32.85
	Business Cards (M. Laquian)		10/01/2024				
10/01/2024	CCG107/23	Invoice	10/01/2024	\$32.85	85439	10/02/2024	\$32.85
	Business Cards (A. Fajardo)		10/01/2024				
		Totals for COLOR CENTER GRAPHICS:		\$339.45			\$339.45
<b>COPP CONTRACTING INC.</b>							
10/15/2024	2115	Invoice	10/15/2024	\$46,386.60	85497	10/16/2024	\$46,386.60
	FY 2023-2024 Street		10/15/2024				
		Totals for COPP CONTRACTING INC.:		\$46,386.60			\$46,386.60
<b>CRISTIE ALMEIDA</b>							
10/08/2024	78210017	Invoice	10/08/2024	\$45.00	85469	10/09/2024	\$45.00
	Baseball Refund		10/08/2024				
		Totals for CRISTIE ALMEIDA:		\$45.00			\$45.00
<b>DAMINI BOUTIQUE</b>							
10/15/2024	78681356	Invoice	10/15/2024	\$150.00	85498	10/16/2024	\$150.00
	Street Fair Deposit Refund		10/15/2024				
		Totals for DAMINI BOUTIQUE:		\$150.00			\$150.00
<b>DEB'S BOOKKEEPLUS</b>							
10/15/2024	1789	Invoice	10/15/2024	\$3,581.25	85499	10/16/2024	\$3,581.25

24/09 Accounting Service			10/15/2024			
			Totals for DEB'S BOOKKEEPLUS:	\$3,581.25		\$3,581.25
<b>DERAIN DAVIS</b>						
10/01/2024	801	Invoice	10/01/2024	\$400.00 85440	10/02/2024	\$400.00
Winter Wonderland & Treet			10/01/2024			
10/08/2024	802	Invoice	10/08/2024	\$300.00 85470	10/09/2024	\$300.00
City Holiday Program			10/08/2024			
10/22/2024	804	Invoice	10/22/2024	\$350.00 85556	10/23/2024	\$350.00
Veterans Day Ceremony			10/22/2024			
2024						
			Totals for DERAINE DAVIS:	\$1,050.00		\$1,050.00
<b>DIGITAL MEMORIES PORTRAIT INC</b>						
10/15/2024	78681926	Invoice	10/15/2024	\$150.00 85500	10/16/2024	\$150.00
Street Fair Deposit Refund			10/15/2024			
			Totals for DIGITAL MEMORIES PORTRAIT INC:	\$150.00		\$150.00
<b>DOROTHY HOEKSTRA</b>						
10/22/2024	NOV2024	Invoice	10/22/2024	\$170.86 85557	10/23/2024	\$170.86
24/11 Medical Premium			10/22/2024			
			Totals for DOROTHY HOEKSTRA:	\$170.86		\$170.86
<b>DREAMS COLLECTIONS LLC</b>						
10/15/2024	78663594	Invoice	10/15/2024	\$150.00 85501	10/16/2024	\$150.00
Street Fair Deposit Refund			10/15/2024			
			Totals for DREAMS COLLECTIONS LLC:	\$150.00		\$150.00
<b>DUPRE ENTERPRISES</b>						
10/15/2024	113596	Invoice	10/15/2024	\$5,787.86 85502	10/16/2024	\$5,787.86
Rerouting Power -			10/15/2024			
10/15/2024	113605	Invoice	10/15/2024	\$1,734.81 85502	10/16/2024	\$1,734.81
Raise Existing Roof Conduit			10/15/2024			
10/15/2024	113601	Invoice	10/15/2024	\$4,685.47 85502	10/16/2024	\$4,685.47
Rerouting Power -			10/15/2024			
10/15/2024	113592	Invoice	10/15/2024	\$4,562.64 85502	10/16/2024	\$4,562.64
Electrical work for Roof			10/15/2024			
09/13/2024	113594	Invoice	10/29/2024	\$1,600.00 85601	10/29/2024	\$1,600.00
Electrical Work for Botanical			09/13/2024			
			Totals for DUPRE ENTERPRISES:	\$18,370.78		\$18,370.78
<b>ELEANOR ROXAS</b>						
10/15/2024	78662659	Invoice	10/15/2024	\$150.00 85503	10/16/2024	\$150.00
Street Fair Deposit Refund			10/15/2024			
			Totals for ELEANOR ROXAS:	\$150.00		\$150.00
<b>Enterprise FM Trust</b>						
10/20/2024	480414A-100424	Invoice	10/20/2024	\$3,883.16 41063	10/23/2024	\$3,883.16
24/09 Electric Vehicle Lease			10/20/2024			
			Totals for Enterprise FM Trust:	\$3,883.16		\$3,883.16
<b>ERIC O'BRIEN</b>						
10/22/2024	78770208	Invoice	10/22/2024	\$65.00 85558	10/23/2024	\$65.00
Football Refund			10/22/2024			
			Totals for ERIC O'BRIEN:	\$65.00		\$65.00
<b>ERNESTO OLIVARES</b>						
10/22/2024	NOV2024	Invoice	10/22/2024	\$170.86 85559	10/23/2024	\$170.86
24/11 Medical Premium			10/22/2024			
			Totals for ERNESTO OLIVARES:	\$170.86		\$170.86
<b>Ferguson Enterprises LLC #1350</b>						
10/01/2024	4594451	Invoice	10/01/2024	\$22.26 85441	10/02/2024	\$22.26
Lighting for Public Works			10/01/2024			
			Totals for Ferguson Enterprises LLC #1350:	\$22.26		\$22.26
<b>FIDELITY SECURITY LIFE INSURANCE CO.</b>						
10/08/2024	166470665	Invoice	10/08/2024	\$599.55 41056	10/10/2024	\$599.55
24/10 Vision Coverage			10/08/2024			
			Totals for FIDELITY SECURITY LIFE INSURANCE CO.:	\$599.55		\$599.55
<b>FIRST LEGAL DEPOSITION SERVICE LLC</b>						
10/15/2024	106083	Invoice	10/15/2024	\$1,968.25 85504	10/16/2024	\$1,968.25
Transcription for Cannabis			10/15/2024			
Deposition - Culture						

<i>Totals for FIRST LEGAL DEPOSITION SERVICE LLC:</i>				<hr/>	\$1,968.25		<hr/>	\$1,968.25
<b>FRANCHISE TAX BOARD</b>								
10/08/2024	10042024	Invoice	10/08/2024	\$80.00	85471	10/09/2024		\$80.00
	Ericka Jackson, 10/04/2024		10/08/2024					
10/15/2024	05312024	Invoice	10/15/2024	\$80.00	85506	10/16/2024		\$80.00
	Ericka Jackson, 05/31/2024		10/15/2024					
10/15/2024	12232023	Invoice	10/15/2024	\$80.00	85505	10/16/2024		\$80.00
	Ericka Jackson, 12/23/2023		10/15/2024					
10/22/2024	10182024	Invoice	10/22/2024	\$46.09	85560	10/23/2024		\$46.09
	Rene Trevino, 10/18/2024		10/22/2024					
10/22/2024	10182024	Invoice	10/22/2024	\$80.00	85561	10/23/2024		\$80.00
	Ericka Jackson, 10/18/2024		10/22/2024					
<i>Totals for FRANCHISE TAX BOARD:</i>				<hr/>	\$366.09		<hr/>	\$366.09
<b>GATEWAY CITIES COUNCIL OF GOVERNMENTS</b>								
10/28/2024	102824	Invoice	10/29/2024	\$15,015.00	85602	10/29/2024		\$15,015.00
	Annual Membership Dues		10/28/2024					
	for Fiscal Year 2024- 2025							
<i>Totals for GATEWAY CITIES COUNCIL OF GOVERNMENTS:</i>				<hr/>	\$15,015.00		<hr/>	\$15,015.00
<b>GOLDEN STATE WATER COMPANY</b>								
10/18/2024	00552386989-101124	Invoice	10/18/2024	\$424.05	41064	10/23/2024		\$424.05
	24/08 11938 South St.		10/18/2024					
10/18/2024	28650044382-100424	Invoice	10/18/2024	\$108.60	41064	10/23/2024		\$108.60
	24/09 18609 IRR Pioneer		10/18/2024					
10/18/2024	49057935782-101424	Invoice	10/18/2024	\$238.31	41064	10/23/2024		\$238.31
	24/09 18530 Corbv Ave.		10/18/2024					
10/18/2024	13732300002-101524	Invoice	10/18/2024	\$278.58	41064	10/23/2024		\$278.58
	24/09 11504 Artesia Blvd		10/18/2024					
10/18/2024	80727400006-100424	Invoice	10/18/2024	\$542.67	41064	10/23/2024		\$542.67
	24/09 11710 South St IRR		10/18/2024					
10/18/2024	43024400004-100424	Invoice	10/18/2024	\$329.92	41064	10/23/2024		\$329.92
	24/09 11734 IRR Artesia		10/18/2024					
10/18/2024	42732300001-101624	Invoice	10/18/2024	\$550.00	41064	10/23/2024		\$550.00
	24/09 12034 Artesia IRR		10/18/2024					
10/18/2024	11131392257-101624	Invoice	10/18/2024	\$696.72	41064	10/23/2024		\$696.72
	24/09 17189 IRR Baber Ave.		10/18/2024					
10/18/2024	97259400006-101524	Invoice	10/18/2024	\$30.90	41064	10/23/2024		\$30.90
	24/09 17202 Alburtis		10/18/2024					
10/18/2024	82177200001-101524	Invoice	10/18/2024	\$169.20	41064	10/23/2024		\$169.20
	24/09 17203 Corby Ave.		10/18/2024					
10/18/2024	87564300009-101624	Invoice	10/18/2024	\$645.38	41064	10/23/2024		\$645.38
	24/09 17512 IRR Norwalk		10/18/2024					
10/18/2024	79020300004-101524	Invoice	10/18/2024	\$982.83	41064	10/23/2024		\$982.83
	24/09 17815 Pioneer Blvd		10/18/2024					
10/18/2024	87836872074-101124	Invoice	10/18/2024	\$233.31	41064	10/23/2024		\$233.31
	24/09 18506 IRR Pioneer		10/18/2024					
10/18/2024	29424300001-100424	Invoice	10/18/2024	\$140.93	41064	10/23/2024		\$140.93
	24/09 18641 Corby		10/18/2024					
10/18/2024	22743000006-100424	Invoice	10/18/2024	\$275.33	41064	10/23/2024		\$275.33
	24/09 18644 Alburtis Ave.		10/18/2024					
10/18/2024	91743000001-100424	Invoice	10/18/2024	\$393.96	41064	10/23/2024		\$393.96
	24/09 18747 Clarkdale Ave.		10/18/2024					
10/18/2024	027443000008-100424	Invoice	10/18/2024	\$26.18	41064	10/23/2024		\$26.18
	24/09 18747 Fp Clarkdale		10/18/2024					
10/18/2024	12743000007-100424	Invoice	10/18/2024	\$359.29	41064	10/23/2024		\$359.29
	24/09 18750 Clarkdale Ave		10/18/2024					
10/18/2024	85147443411-101124	Invoice	10/18/2024	\$291.25	41064	10/23/2024		\$291.25
	24/09 18803 Elaine Ave.		10/18/2024					
10/18/2024	63500932239-101124	Invoice	10/18/2024	\$539.43	41064	10/23/2024		\$539.43
	24/09 Norwalk & South St.		10/18/2024					
10/18/2024	55342200007-100424	Invoice	10/18/2024	\$249.23	41064	10/23/2024		\$249.23
	24/09 Norwalk Blvd So of		10/18/2024					
10/18/2024	91385393847-100424	Invoice	10/18/2024	\$255.32	41064	10/23/2024		\$255.32
	24/09 17514 Norwalk Blvd		10/18/2024					
10/18/2024	53533876818-100424	Invoice	10/18/2024	\$203.97	41064	10/23/2024		\$203.97
	24/09 Droxford St Norwalk		10/18/2024					

10/18/2024	76772389227-101424	Invoice	10/18/2024	\$154.52	41064	10/23/2024	\$154.52
	24/09 11504 178th St		10/18/2024				
			Totals for GOLDEN STATE WATER COMPANY:	\$8,119.88			\$8,119.88
<b>GRETA BENAVIDES</b>							
10/15/2024	78682921	Invoice	10/15/2024	\$150.00	85507	10/16/2024	\$150.00
	Street Fair Deposit Refund		10/15/2024				
			Totals for GRETA BENAVIDES:	\$150.00			\$150.00
<b>GWMA</b>							
10/09/2024	2025-02	Invoice	10/29/2024	\$15,000.00	85603	10/29/2024	\$15,000.00
	GWMA Annual Membership		10/09/2024				
10/02/2024	LSGR-24-01	Invoice	10/29/2024	\$13,637.06	85603	10/29/2024	\$13,637.06
	Cost Share for Lower San		10/02/2024				
	Gabriel River Watershed						
			Totals for GWMA:	\$28,637.06			\$28,637.06
<b>HAMID EGHRARI</b>							
10/28/2024	10212024	Invoice	10/29/2024	\$200.00	85604	10/29/2024	\$200.00
	Waiver of Certification of		10/28/2024				
			Totals for HAMID EGHRARI:	\$200.00			\$200.00
<b>HDL COREN &amp; CONE</b>							
10/25/2024	SIN044138	Invoice	10/29/2024	\$2,196.42	85605	10/29/2024	\$2,196.42
	2024 OCT-DEC CONTRACT		10/25/2024				
			Totals for HDL COREN & CONE:	\$2,196.42			\$2,196.42
<b>HEDSSON JIMENEZ</b>							
10/15/2024	SEPT/OCT2024	Invoice	10/15/2024	\$1,198.60	85508	10/16/2024	\$1,198.60
	Sept/Oct '24 - Karate		10/15/2024				
	Classes						
			Totals for HEDSSON JIMENEZ:	\$1,198.60			\$1,198.60
<b>HILDA SALINAS</b>							
10/28/2024	78683512	Invoice	10/29/2024	\$150.00	85606	10/29/2024	\$150.00
	Street Fair Deposit Refund		10/28/2024				
			Totals for HILDA SALINAS:	\$150.00			\$150.00
<b>HINDERLITER DE LLAMAS &amp; ASSOCIATES</b>							
10/15/2024	SIN043690	Invoice	10/15/2024	\$2,900.00	85509	10/16/2024	\$2,900.00
	24/09 Cannabis Program		10/15/2024				
			Totals for HINDERLITER DE LLAMAS & ASSOCIATES:	\$2,900.00			\$2,900.00
<b>HONEYWELL INTERNATIONAL INC</b>							
10/15/2024	5268026924	Invoice	10/15/2024	\$16,514.65	85510	10/16/2024	\$16,514.65
	11/01-1/31/25 HVCA		10/15/2024				
			Totals for HONEYWELL INTERNATIONAL INC:	\$16,514.65			\$16,514.65
<b>HUGO HERNANDEZ</b>							
10/15/2024	78335676	Invoice	10/15/2024	\$81.00	85511	10/16/2024	\$81.00
	Flaa football Refund		10/15/2024				
			Totals for HUGO HERNANDEZ:	\$81.00			\$81.00
<b>HUMAN SERVICES ASSOCIATION</b>							
10/15/2024	09302425	Invoice	10/15/2024	\$1,654.00	85512	10/16/2024	\$1,654.00
	24/09 Senior Meals		10/15/2024				
			Totals for HUMAN SERVICES ASSOCIATION:	\$1,654.00			\$1,654.00
<b>INTELESYS</b>							
10/08/2024	116189	Invoice	10/08/2024	\$5,682.50	85472	10/09/2024	\$5,682.50
	Telephone Service Support		10/08/2024				
10/22/2024	116188	Invoice	10/22/2024	\$2,049.99	85563	10/23/2024	\$2,049.99
	7/9-7/8/25 Telephone		10/22/2024				
			Totals for INTELESYS:	\$7,732.49			\$7,732.49
<b>IVY HERNANDEZ</b>							
10/28/2024	79058757	Invoice	10/29/2024	\$75.00	85607	10/29/2024	\$75.00
	Security Deposit Refund		10/28/2024				
			Totals for IVY HERNANDEZ:	\$75.00			\$75.00
<b>Jack Knight</b>							
10/15/2024	78682621	Invoice	10/15/2024	\$150.00	85513	10/16/2024	\$150.00
	Street Fair Deposit Refund		10/15/2024				
			Totals for Jack Knight:	\$150.00			\$150.00
<b>JACKQUELINE SAMSON</b>							
10/15/2024	78682997	Invoice	10/15/2024	\$150.00	85514	10/16/2024	\$150.00
	Street Fair Deposit Refund		10/15/2024				
			Totals for JACKQUELINE SAMSON:	\$150.00			\$150.00



10/22/2024	78770292	Invoice	10/22/2024	\$65.00	85564	10/23/2024	\$65.00
	Football Refund		10/22/2024				
			Totals for JASON THOMAS:	\$65.00			\$65.00

10/28/2024	99772/3	Invoice	10/29/2024	\$185.47	85608	10/29/2024	\$185.47
	Artesia Park Bathroom		10/28/2024				
		Totals for JHM Supply:		\$185.47			\$185.47

10/01/2024	JL38583	Invoice	10/01/2024	\$395.00	85442	10/02/2024	\$395.00
	CNRA Botanical Garden-		10/01/2024				
10/17/2024	JL39011	Invoice	10/29/2024	\$1,800.00	85609	10/29/2024	\$1,800.00
	Asbestos Work at Botanical		10/17/2024				
		<i>Totals for JLM ENVIRONMENTAL:</i>		\$2,195.00			\$2,195.00

10/08/2024	ART1UO12407	Invoice	10/08/2024	\$470.00	85473	10/09/2024	\$470.00
	24/07 Oil Payment Program		10/08/2024				
10/08/2024	ART1MS412407	Invoice	10/08/2024	\$8,072.50	85473	10/09/2024	\$8,072.50
	24/07 Municipal Storm		10/08/2024				
10/22/2024	ART1MS412408	Invoice	10/22/2024	\$10,701.32	85565	10/23/2024	\$10,701.32
	24/08 Municipal Storm		10/22/2024				
10/17/2024	ART1UO12408	Invoice	10/29/2024	\$1,525.00	85610	10/29/2024	\$1,525.00
	Oil Payment Program		10/17/2024				
	<i>Totals for JOHN L HUNTER &amp; ASSOCIATES:</i>			\$20,768.82			\$20,768.82

10/22/2024	NOV2024	Invoice	10/22/2024	\$170.86	85566	10/23/2024	\$170.86
	24/11 Medical Premium		10/22/2024				
			<i>Totals for JOSE ASCENCIO:</i>	<u>\$170.86</u>			<u>\$170.86</u>

10/22/2024	78680017	Invoice	10/22/2024	\$81.00	85567	10/23/2024	\$81.00
	Football Refund		10/22/2024				
			<i>Totals for JOSE PASTORES:</i>	<u>\$81.00</u>			<u>\$81.00</u>

10/01/2024	JULY/SEPT2024	Invoice	10/01/2024	\$380.25 85443	10/02/2024	\$380.25
	July/Sept '24 Taiko		10/01/2024			
			<i>Totals for JULIE KOGA:</i>	<u>\$380.25</u>		<u>\$380.25</u>

10/22/2024	NOV2024	Invoice	10/22/2024	\$140.02	85568	10/23/2024	\$140.02
	24/11 Medical Premium		10/22/2024				
		<i>Totals for JUSTINE MENZEL:</i>		<u>\$140.02</u>			<u>\$140.02</u>

10/15/2024	78682646	Invoice	10/15/2024	\$150.00	85515	10/16/2024	\$150.00
	Street Fair Deposit Refund		10/15/2024				
		Totals for KAISER PERMANENTE:		\$150.00			\$150.00

10/01/2024	100124 Artesia	Invoice	10/01/2024	\$6,990.00	85459	10/02/2024	\$6,990.00
	Design and Print for Annual		10/01/2024				
			<i>Totals for KAREN GONZALEZ:</i>	<u>\$6,990.00</u>			<u>\$6,990.00</u>

10/22/2024	NOV2024	Invoice	10/22/2024	\$224.07	85569	10/23/2024	\$224.07
	24/11 Medical Premium		10/22/2024				
			Totals for KAREN HEATH:	\$224.07			\$224.07

10/15/2024	77919655	Invoice	10/15/2024	\$300.00	85516	10/16/2024	\$300.00
	Street Fair Deposit Refund		10/15/2024				
		Totals for KARMIK FASHIONS:		\$300.00			\$300.00

10/22/2024	78769992	Invoice	10/22/2024	\$81.00	85570	10/23/2024	\$81.00
	Football Refund		10/22/2024				
			Totals for KENIA DAVILA:	\$81.00			\$81.00

10/15/2024	78682752	Invoice	10/15/2024	\$150.00	85517	10/16/2024	\$150.00
	Street Fair Deposit Refund		10/15/2024				
		Totals for Khan Home Loan LLC:		\$150.00			\$150.00

**KIMLEY HORN AND ASSOCIATES INC**

10/08/2024	29388769	Invoice	10/08/2024	\$1,430.20	85474	10/09/2024	\$1,430.20
	24/08 Metro Form 60		10/08/2024				
10/22/2024	29094279	Invoice	10/22/2024	\$12,600.00	85571	10/23/2024	\$12,600.00
	24/09 EV Charging Facility		10/22/2024				
09/30/2024	29710649-18	Invoice	10/29/2024	\$2,515.00	85611	10/29/2024	\$2,515.00
	11700 Arkansas Street		09/30/2024				
09/30/2024	29710649-21	Invoice	10/29/2024	\$6,270.00	85611	10/29/2024	\$6,270.00
	G3 Urban Vttm 83834		09/30/2024				
08/31/2024	29388766 019	Invoice	10/29/2024	\$3,540.00	85611	10/29/2024	\$3,540.00
	24/08 11540 187th Street		08/31/2024				
08/31/2024	29388766-019B	Invoice	10/29/2024	\$345.00	85611	10/29/2024	\$345.00
	24/08 11540 187th Street		08/31/2024				
08/31/2024	29388766 -18	Invoice	10/29/2024	\$1,570.00	85611	10/29/2024	\$1,570.00
	24/08 11700 Arkansas Street		08/31/2024				
Totals for KIMLEY HORN AND ASSOCIATES INC:				\$28,270.20			\$28,270.20
KRISHAN CHHELAVDA							
10/15/2024	78683303	Invoice	10/15/2024	\$150.00	85518	10/16/2024	\$150.00
	Street Fair Deposit Refund		10/15/2024				
Totals for KRISHAN CHHELAVDA:				\$150.00			\$150.00
KRYSTAL ORTIZ							
10/15/2024	78681668	Invoice	10/15/2024	\$150.00	85519	10/16/2024	\$150.00
	Street Fair Deposit Refund		10/15/2024				
Totals for KRYSTAL ORTIZ:				\$150.00			\$150.00
LA CONSERVATION CORPS							
10/01/2024	24-1479 Aug24	Invoice	10/01/2024	\$5,700.24	85444	10/02/2024	\$5,700.24
	24/08 CALFIRE Grant- Three		10/01/2024				
	year Maintenance						
10/01/2024	24-1479 Jul24	Invoice	10/01/2024	\$6,584.76	85444	10/02/2024	\$6,584.76
	24/07 CAL FIRE Urban Grant		10/01/2024				
10/22/2024	24-1479 Sep24	Invoice	10/22/2024	\$5,700.24	85572	10/23/2024	\$5,700.24
	24/09 CALFIRE Grant-		10/22/2024				
	Maintenance Requirement						
Totals for LA CONSERVATION CORPS:				\$17,985.24			\$17,985.24
LA COUNTY DEPT OF ANIMAL CONTROL							
10/01/2024	09242024	Invoice	10/01/2024	\$4,347.86	85445	10/02/2024	\$4,347.86
	24/08 Animal Housing		10/01/2024				
10/22/2024	10222024	Invoice	10/22/2024	\$4,973.40	85573	10/23/2024	\$4,973.40
	24/09 Animal Housing		10/22/2024				
Totals for LA COUNTY DEPT OF ANIMAL CONTROL:				\$9,321.26			\$9,321.26
LA COUNTY DEPT OF PUBLIC WORKS							
10/22/2024	24100701756	Invoice	10/29/2024	\$4,620.74	85612	10/29/2024	\$4,620.74
	24/09 Industrial Waste		10/22/2024				
Totals for LA COUNTY DEPT OF PUBLIC WORKS:				\$4,620.74			\$4,620.74
LA COUNTY SHERIFF'S DEPARTMENT							
10/15/2024	250485MR	Invoice	10/15/2024	\$716.45	85520	10/16/2024	\$716.45
	24/08 Traffic Enforcement		10/15/2024				
10/15/2024	250482MR	Invoice	10/15/2024	\$1,862.82	85520	10/16/2024	\$1,862.82
	24/08 DES Hall		10/15/2024				
10/15/2024	250484MR	Invoice	10/15/2024	\$5,693.40	85520	10/16/2024	\$5,693.40
	24/08 Foot Patrol		10/15/2024				
10/15/2024	250486MR	Invoice	10/15/2024	\$6,916.30	85520	10/16/2024	\$6,916.30
	24/08 La Miraqe Event		10/15/2024				
10/15/2024	250483MR	Invoice	10/15/2024	\$15,994.65	85520	10/16/2024	\$15,994.65
	24/08 Ganq Suppression		10/15/2024				
10/15/2024	250318SS	Invoice	10/15/2024	\$369,930.26	85520	10/16/2024	\$369,930.26
	24/08 General Law		10/15/2024				
Totals for LA COUNTY SHERIFF'S DEPARTMENT:				\$401,113.88			\$401,113.88
LAV'S ASIAN CUISINE							
10/15/2024	78683394	Invoice	10/15/2024	\$150.00	85521	10/16/2024	\$150.00
	Street Fair Deposit Refund		10/15/2024				
Totals for LAV'S ASIAN CUISINE:				\$150.00			\$150.00
LEGAL SHIELD							

10/15/2024	10152024	Invoice	10/15/2024	\$184.60 85522	10/16/2024	\$184.60
	24/10 Supplemental Ins.		10/15/2024			
10/15/2024	09152024	Invoice	10/15/2024	\$184.60 85522	10/16/2024	\$184.60
	24/09 Supplemental Ins.		10/15/2024			
Totals for LEGAL SHIELD:				\$369.20		\$369.20
<b>LEONIDAS ASUMBRADO</b>						
10/22/2024	78769611	Invoice	10/22/2024	\$81.00 85574	10/23/2024	\$81.00
	Football Refund		10/22/2024			
Totals for LEONIDAS ASUMBRADO:				\$81.00		\$81.00
<b>LIBERTY UTILITIES</b>						
10/08/2024	200006718171-092324	Invoice	10/08/2024	\$657.22 85475	10/09/2024	\$657.22
	7/17-9/16/24 - 16712		10/08/2024			
Totals for LIBERTY UTILITIES:				\$657.22		\$657.22
<b>LINCOLN NATIONAL LIFE INSURANCE</b>						
10/08/2024	4750526848	Invoice	10/08/2024	\$1,343.91 41057	10/10/2024	\$1,343.91
	24/10 Life & Disability Ins.		10/08/2024			
Totals for LINCOLN NATIONAL LIFE INSURANCE:				\$1,343.91		\$1,343.91
<b>LOS ANGELES COUNTY PUBLIC WORKS</b>						
10/01/2024	00429461	Invoice	09/24/2024	\$10,000.00 41058	10/10/2024	\$10,000.00
	LA Co PW for Stormwater		10/01/2024			
10/08/2024	IN250000176	Invoice	10/08/2024	\$15,513.45 85476	10/09/2024	\$15,513.45
	24/07 Building & Safety		10/08/2024			
Totals for LOS ANGELES COUNTY PUBLIC WORKS:				\$25,513.45		\$25,513.45
<b>LOS CERRITOS COMMUNITY NEWS</b>						
10/22/2024	37101	Invoice	10/22/2024	\$1,174.50 85575	10/23/2024	\$1,174.50
	Legal Notice 10/4/24		10/22/2024			
10/18/2024	37130	Invoice	10/29/2024	\$1,148.40 85613	10/29/2024	\$1,148.40
	Legal Notice 10/18/24		10/18/2024			
10/22/2024	37109	Invoice	10/29/2024	\$1,500.00 85613	10/29/2024	\$1,500.00
	Street Fair Advertisement		10/22/2024			
Totals for LOS CERRITOS COMMUNITY NEWS:				\$3,822.90		\$3,822.90
<b>MADINAH BOOKS &amp; GIFTS</b>						
10/15/2024	78681554	Invoice	10/15/2024	\$150.00 85523	10/16/2024	\$150.00
	Street Fair Deposit Refund		10/15/2024			
Totals for MADINAH BOOKS & GIFTS:				\$150.00		\$150.00
<b>MAGGIE NITZ</b>						
10/08/2024	5014	Invoice	10/08/2024	\$500.00 85478	10/09/2024	\$500.00
	Winter Wonderland/Tree		10/08/2024			
10/08/2024	5015	Invoice	10/08/2024	\$250.00 85477	10/09/2024	\$250.00
	City Holiday Program		10/08/2024			
Totals for MAGGIE NITZ:				\$750.00		\$750.00
<b>MAGNOLIA ENVIRONMENTAL</b>						
10/22/2024	17102	Invoice	10/22/2024	\$250.00 85576	10/23/2024	\$250.00
	C&D Deposit Refund for		10/22/2024			
	17628 and 17630 Roseton					
Totals for MAGNOLIA ENVIRONMENTAL:				\$250.00		\$250.00
<b>MAHIMA JOSHI</b>						
10/15/2024	78681608	Invoice	10/15/2024	\$150.00 85524	10/16/2024	\$150.00
	Street Fair Deposit Refund		10/15/2024			
Totals for MAHIMA JOSHI:				\$150.00		\$150.00
<b>MANUEL AGUIAR</b>						
10/16/2024	121	Invoice	10/29/2024	\$3,490.00 85614	10/29/2024	\$3,490.00
	Catering for the City of		10/16/2024			
	Artesia's State of the City					
Totals for MANUEL AGUIAR:				\$3,490.00		\$3,490.00
<b>MARIPOSA LANDSCAPES INC</b>						
10/01/2024	109928	Invoice	10/01/2024	\$925.00 85446	10/02/2024	\$925.00
	24/09 Irrigating Palm Trees		10/01/2024			
10/01/2024	109822	Invoice	10/01/2024	\$1,407.00 85446	10/02/2024	\$1,407.00
	24/08 Botanical Garden-		10/01/2024			
10/01/2024	109824	Invoice	10/01/2024	\$6,981.00 85446	10/02/2024	\$6,981.00
	24/08 Botanical Garden-		10/01/2024			
10/08/2024	110199	Invoice	10/08/2024	\$8,903.00 85479	10/09/2024	\$8,903.00
	24/09 Landscape		10/08/2024			

10/15/2024	109974	Invoice	10/15/2024	\$1,669.00	85525	10/16/2024	\$1,669.00
	24/09 Median Irrigation		10/15/2024				
		<i>Totals for MARIPOSA LANDSCAPES INC:</i>		<u>\$19,885.00</u>			<u>\$19,885.00</u>
<b>MARTIN GAMEZ</b>							
10/22/2024	NOV2024	Invoice	10/22/2024	\$170.86	85577	10/23/2024	\$170.86
	24/11 Medical Premium		10/22/2024				
		<i>Totals for MARTIN GAMEZ:</i>		<u>\$170.86</u>			<u>\$170.86</u>
<b>MARY CARMEN GARCIA</b>							
10/15/2024	AUG/OCT2024	Invoice	10/15/2024	\$675.50	85526	10/16/2024	\$675.50
	Aug/Oct '24 - Dance Classes		10/15/2024				
		<i>Totals for MARY CARMEN GARCIA:</i>		<u>\$675.50</u>			<u>\$675.50</u>
<b>MCGRATH PRODUCTIONS, LLC</b>							
10/22/2024	004	Invoice	10/22/2024	\$400.00	85578	10/23/2024	\$400.00
	Photography for both events on 10/30 SOTC and		10/22/2024				
		<i>Totals for MCGRATH PRODUCTIONS, LLC:</i>		<u>\$400.00</u>			<u>\$400.00</u>
<b>MELISSA PADILLA</b>							
10/22/2024	78679934	Invoice	10/22/2024	\$81.00	85579	10/23/2024	\$81.00
	Football Refund		10/22/2024				
		<i>Totals for MELISSA PADILLA:</i>		<u>\$81.00</u>			<u>\$81.00</u>
<b>MICHAEL J. EGAN</b>							
10/06/2024	10062024	Invoice	10/29/2024	\$3,750.00	85615	10/29/2024	\$3,750.00
	09/2024 Consulting Services		10/06/2024				
		<i>Totals for MICHAEL J. EGAN:</i>		<u>\$3,750.00</u>			<u>\$3,750.00</u>
<b>MICHELLE DIAZ</b>							
10/01/2024	JUN-AUG 2024	Invoice	10/01/2024	\$150.00	85447	10/02/2024	\$150.00
	2024/06-08 PC Meeting		10/01/2024				
		<i>Totals for MICHELLE DIAZ:</i>		<u>\$150.00</u>			<u>\$150.00</u>
<b>MIKE KILLEEN QUALITY ROOFING</b>							
10/28/2024	10242024	Invoice	10/29/2024	\$250.00	85616	10/29/2024	\$250.00
	C&D Deposit Refund -		10/28/2024				
		<i>Totals for MIKE KILLEEN QUALITY ROOFING:</i>		<u>\$250.00</u>			<u>\$250.00</u>
<b>MINAL MEHTA</b>							
10/15/2024	78682150	Invoice	10/15/2024	\$150.00	85527	10/16/2024	\$150.00
	Street Fair Deposit Refund		10/15/2024				
		<i>Totals for MINAL MEHTA:</i>		<u>\$150.00</u>			<u>\$150.00</u>
<b>MIRAMAX FOOD SERVICE</b>							
10/28/2024	78684005	Invoice	10/29/2024	\$150.00	85617	10/29/2024	\$150.00
	Street Fair Deposit Refund		10/28/2024				
		<i>Totals for MIRAMAX FOOD SERVICE:</i>		<u>\$150.00</u>			<u>\$150.00</u>
<b>MODHA REALTY, INC.</b>							
10/15/2024	78682547	Invoice	10/15/2024	\$150.00	85528	10/16/2024	\$150.00
	Street Fair Deposit Refund		10/15/2024				
		<i>Totals for MODHA REALTY, INC.:</i>		<u>\$150.00</u>			<u>\$150.00</u>
<b>MOSS, LEVY &amp; HARTZHEIM, LLP</b>							
10/28/2024	16235	Invoice	10/29/2024	\$15,000.00	85618	10/29/2024	\$15,000.00
	FY23/24 Audit Interim Work		10/28/2024				
		<i>Totals for MOSS, LEVY &amp; HARTZHEIM, LLP:</i>		<u>\$15,000.00</u>			<u>\$15,000.00</u>
<b>MS PHOTOGRAPHY</b>							
10/22/2024	221	Invoice	10/22/2024	\$1,067.00	85580	10/23/2024	\$1,067.00
	Miss Artesia Pageant Photographer for Portraits		10/22/2024				
		<i>Totals for MS PHOTOGRAPHY:</i>		<u>\$1,067.00</u>			<u>\$1,067.00</u>
<b>MUKESH JOLLY</b>							
10/15/2024	78682720	Invoice	10/15/2024	\$150.00	85529	10/16/2024	\$150.00
	Street Fair Deposit Refund		10/15/2024				
		<i>Totals for MUKESH JOLLY:</i>		<u>\$150.00</u>			<u>\$150.00</u>
<b>NATALIE HERRERA</b>							
10/22/2024	NOV2024	Invoice	10/22/2024	\$170.86	85581	10/23/2024	\$170.86
	24/11 Medical Premium		10/22/2024				
		<i>Totals for NATALIE HERRERA:</i>		<u>\$170.86</u>			<u>\$170.86</u>
<b>NATIONAL ENVIRONMENTAL SERVICES</b>							
10/08/2024	34232	Invoice	10/08/2024	\$15,000.00	85480	10/09/2024	\$15,000.00
	24/09 Street Sweeping		10/08/2024				

			Totals for NATIONAL ENVIRONMENTAL SERVICES:		\$15,000.00			\$15,000.00
<b>NIEVES EL PARAISO &amp; CONCESSIONS</b>								
10/15/2024	78683143	Invoice	10/15/2024	\$150.00	85530	10/16/2024		\$150.00
	Street Fair Deposit Refund		10/15/2024					
Totals for NIEVES EL PARAISO & CONCESSIONS:				\$150.00				\$150.00
<b>NORWALK PRINTING</b>								
10/01/2024	21579	Invoice	10/01/2024	\$185.22	85448	10/02/2024		\$185.22
	Updated Business Cards for		10/01/2024					
10/08/2024	21585	Invoice	10/29/2024	\$1,885.28	85619	10/29/2024		\$1,885.28
	City Envelopes		10/29/2024					
Totals for NORWALK PRINTING:				\$2,070.50				\$2,070.50
<b>OAXACA ON WHEELS</b>								
10/28/2024	78683812	Invoice	10/29/2024	\$150.00	85620	10/29/2024		\$150.00
	Street Fair Deposit Refund		10/28/2024					
Totals for OAXACA ON WHEELS:				\$150.00				\$150.00
<b>ODP BUSINESS SOLUTIONS, LLC</b>								
10/01/2024	386436733001	Invoice	10/01/2024	\$511.93	85449	10/02/2024		\$511.93
	Copy Paper		10/01/2024					
Totals for ODP BUSINESS SOLUTIONS, LLC:				\$511.93				\$511.93
<b>OLONZO WOODFIN</b>								
10/22/2024	78769789	Invoice	10/22/2024	\$130.00	85582	10/23/2024		\$130.00
	Football Refund		10/22/2024					
Totals for OLONZO WOODFIN:				\$130.00				\$130.00
<b>OPC TRANSYSTEMS CORPORATION</b>								
10/22/2024	INV-0004635425	Invoice	10/22/2024	\$4,255.00	85583	10/23/2024		\$4,255.00
	24/09 AJ Padelford Park		10/22/2024					
10/22/2024	INV-0004500030	Invoice	10/22/2024	\$916.00	85583	10/23/2024		\$916.00
	24/05 AJ Padelford Park		10/22/2024					
10/22/2024	INV-0004485588	Invoice	10/22/2024	\$1,082.50	85583	10/23/2024		\$1,082.50
	24/04 AJ Padelford Park Expansion		10/22/2024					
Totals for OPC TRANSYSTEMS CORPORATION:				\$6,253.50				\$6,253.50
<b>OSAN SHRESTHA</b>								
10/22/2024	78813873	Invoice	10/22/2024	\$500.00	85584	10/23/2024		\$500.00
	Facility Deposit Refund		10/22/2024					
Totals for OSAN SHRESTHA:				\$500.00				\$500.00
<b>OSVALDO PALHINHA</b>								
10/01/2024	JUN 2024	Invoice	10/01/2024	\$50.00	85450	10/02/2024		\$50.00
	2024/06 PC Meeting		10/01/2024					
Totals for OSVALDO PALHINHA:				\$50.00				\$50.00
<b>PAINE'S FIRE PROTECTION</b>								
10/22/2024	61110	Invoice	10/22/2024	\$490.50	85585	10/23/2024		\$490.50
	Fire Extinguisher KONA EV		10/22/2024					
Totals for PAINE'S FIRE PROTECTION:				\$490.50				\$490.50
<b>PAUL BARCELOS</b>								
10/01/2024	JUN-AUG 2024	Invoice	10/01/2024	\$150.00	85451	10/02/2024		\$150.00
	2024/06-08 PC Meeting		10/01/2024					
Totals for PAUL BARCELOS:				\$150.00				\$150.00
<b>PCAM, LLC</b>								
10/15/2024	INVM0019075	Invoice	10/15/2024	\$18,327.70	85531	10/16/2024		\$18,327.70
	24/09 Bus Shuttle Service		10/15/2024					
Totals for PCAM, LLC:				\$18,327.70				\$18,327.70
<b>PETTY CASH</b>								
10/08/2024	JULY/OCT2024	Invoice	10/08/2024	\$461.22	85481	10/09/2024		\$461.22
	Replenish Petty Cash 7/20-		10/08/2024					
Totals for PETTY CASH:				\$461.22				\$461.22
<b>PILAR SOSA</b>								
10/22/2024	78679812	Invoice	10/22/2024	\$65.00	85586	10/23/2024		\$65.00
	Football Refund		10/22/2024					
Totals for PILAR SOSA:				\$65.00				\$65.00
<b>Pista House</b>								
10/15/2024	78683329	Invoice	10/15/2024	\$150.00	85532	10/16/2024		\$150.00
	Street Fair Deposit Refund		10/15/2024					
Totals for Pista House:				\$150.00				\$150.00
<b>PLACEWORKS INC.</b>								

10/22/2024	ART-02.0-84013	Invoice	10/22/2024	\$10,697.39	85587	10/23/2024	\$10,697.39
10/22/2024	24/09 ADSP TOD SIP		10/22/2024				
10/22/2024	ART-02.0-84014	Invoice	10/22/2024	\$16,046.09	85587	10/23/2024	\$16,046.09
	24/09 ADSP for TOD Portion		10/22/2024				
		Totals for PLACEWORKS INC.:		\$26,743.48			\$26,743.48
<b>Quadient Finance USA Inc.</b>							
10/08/2024	80855574-100224	Invoice	10/08/2024	\$1,003.00	41059	10/10/2024	\$1,003.00
	Refilled Postage Machine		10/08/2024				
		Totals for Quadient Finance USA Inc.:		\$1,003.00			\$1,003.00
<b>RAMIREZ PRODUCTIONS</b>							
10/01/2024	ISFDF 2024 final	Invoice	10/01/2024	\$38,101.25	85452	10/02/2024	\$38,101.25
	Deposit for ISFDF 2024		10/01/2024				
		Totals for RAMIREZ PRODUCTIONS:		\$38,101.25			\$38,101.25
<b>REGINA MONTUFAR</b>							
10/22/2024	79679885	Invoice	10/22/2024	\$81.00	85588	10/23/2024	\$81.00
	Football Refund		10/22/2024				
		Totals for REGINA MONTUFAR:		\$81.00			\$81.00
<b>RESHMA MAKKAR</b>							
10/22/2024	78810019	Invoice	10/22/2024	\$65.00	85589	10/23/2024	\$65.00
	Football Refund		10/22/2024				
		Totals for RESHMA MAKKAR:		\$65.00			\$65.00
<b>RMT EQUIPMENT</b>							
10/01/2024	E00809	Invoice	10/01/2024	\$5,350.00	85453	10/02/2024	\$5,350.00
	Sand Star E - Rake		10/01/2024				
		Totals for RMT EQUIPMENT:		\$5,350.00			\$5,350.00
<b>RON IBARRA ENGINEERING</b>							
10/15/2024	2024-09	Invoice	10/15/2024	\$30,745.00	85533	10/16/2024	\$30,745.00
	24/09 Engineering Services		10/15/2024				
10/15/2024	2024-08	Invoice	10/15/2024	\$36,275.00	85533	10/16/2024	\$36,275.00
	24/08 Engineering Services		10/15/2024				
10/07/2024	10232024	Invoice	10/29/2024	\$1,700.00	85621	10/29/2024	\$1,700.00
	11562 186th St.		10/07/2024				
10/04/2024	10232024	Invoice	10/29/2024	\$500.00	85621	10/29/2024	\$500.00
	18319 Summer		10/04/2024				
		Totals for RON IBARRA ENGINEERING:		\$69,220.00			\$69,220.00
<b>RUBEN RODRIGUEZ</b>							
10/08/2024	78210071	Invoice	10/08/2024	\$50.00	85482	10/09/2024	\$50.00
	Baseball Refund		10/08/2024				
		Totals for RUBEN RODRIGUEZ:		\$50.00			\$50.00
<b>SAAHAS FOR CAUSE</b>							
10/15/2024	78682504	Invoice	10/15/2024	\$150.00	85534	10/16/2024	\$150.00
	Street Fair Deposit Refund		10/15/2024				
		Totals for SAAHAS FOR CAUSE:		\$150.00			\$150.00
<b>SABY SYRIAC</b>							
10/15/2024	78681261	Invoice	10/15/2024	\$150.00	85535	10/16/2024	\$150.00
	Street Fair Deposit Refund		10/15/2024				
		Totals for SABY SYRIAC:		\$150.00			\$150.00
<b>SAELI GUTIERREZ</b>							
10/15/2024	78682202	Invoice	10/15/2024	\$150.00	85536	10/16/2024	\$150.00
	Street Fair Deposit Refund		10/15/2024				
		Totals for SAELI GUTIERREZ:		\$150.00			\$150.00
<b>SANTOSHA JOSEPH</b>							
10/15/2024	78683179	Invoice	10/15/2024	\$150.00	85537	10/16/2024	\$150.00
	Street Fair Deposit Refund		10/15/2024				
		Totals for SANTOSHA JOSEPH:		\$150.00			\$150.00
<b>SHUAB OKAIYE</b>							
10/28/2024	77920345	Invoice	10/29/2024	\$150.00	85622	10/29/2024	\$150.00
	Street Fair Deposit Refund		10/28/2024				
		Totals for SHUAB OKAIYE:		\$150.00			\$150.00
<b>SHUSTER ADVISORY GROUP</b>							
09/30/2024	6672	Invoice	10/29/2024	\$250.00	85623	10/29/2024	\$250.00
	24/09 Advisory Fee		09/30/2024				
08/31/2024	6280	Invoice	10/29/2024	\$750.00	85623	10/29/2024	\$750.00
	24/08 Advisory Fee		08/31/2024				
		Totals for SHUSTER ADVISORY GROUP:		\$1,000.00			\$1,000.00

<b>SO CAL INDUSTRIES</b>						
10/01/2024	711357	Invoice	10/01/2024	\$255.44	85454	10/02/2024 \$255.44
	9/27-10/24/24 Historical		10/01/2024			
<i>Totals for SO CAL INDUSTRIES:</i>				<u>\$255.44</u>		<u>\$255.44</u>
<b>SOFA OAKES</b>						
10/28/2024	79057061	Invoice	10/29/2024	\$150.00	85624	10/29/2024 \$150.00
	Street Fair Deposit Refund		10/28/2024			
<i>Totals for SOFA OAKES:</i>				<u>\$150.00</u>		<u>\$150.00</u>
<b>SONYA ESSOH</b>						
10/22/2024	78810070	Invoice	10/22/2024	\$81.00	85590	10/23/2024 \$81.00
	Football Refund		10/22/2024			
<i>Totals for SONYA ESSOH:</i>				<u>\$81.00</u>		<u>\$81.00</u>
<b>Southern California Edison Company</b>						
10/08/2024	700454958639-092524	Invoice	10/08/2024	\$23.79	41060	10/10/2024 \$23.79
	24/09 18510 Corby Ave.		10/08/2024			
10/08/2024	700483004874-092624	Invoice	10/08/2024	\$15,551.13	41060	10/10/2024 \$15,551.13
	24/09 Various Locations		10/08/2024			
10/08/2024	700485859203-092524	Invoice	10/08/2024	\$2,960.44	41060	10/10/2024 \$2,960.44
	24/09 Various Traffic Signals		10/08/2024			
10/08/2024	700492283835-091824	Invoice	10/08/2024	\$272.73	41060	10/10/2024 \$272.73
	24/09 Various Locations		10/08/2024			
	TC-1					
10/08/2024	700492421150-091824	Invoice	10/08/2024	\$112.60	41060	10/10/2024 \$112.60
	24/09 Artesia/Gridley		10/08/2024			
10/08/2024	700498964105-091824	Invoice	10/08/2024	\$373.50	41060	10/10/2024 \$373.50
	24/09 18750 Clarkdale EV		10/08/2024			
10/08/2024	700560422190-091824	Invoice	10/08/2024	\$67.31	41060	10/10/2024 \$67.31
	24/09 18600 1/2 S Norwalk		10/08/2024			
10/08/2024	700562509108-091824	Invoice	10/08/2024	\$70.36	41060	10/10/2024 \$70.36
	24/09 12001 Artesia Blvd		10/08/2024			
10/08/2024	700405333439-092624	Invoice	10/08/2024	\$1,506.45	41060	10/10/2024 \$1,506.45
	24/09 Various Locations		10/08/2024			
10/08/2024	700491366274-100124	Invoice	10/08/2024	\$17,614.24	41060	10/10/2024 \$17,614.24
	24/09 Various Locations		10/08/2024			
<i>Totals for Southern California Edison Company:</i>				<u>\$38,552.55</u>		<u>\$38,552.55</u>
<b>Southern California Gas Company</b>						
10/22/2024	12280628004-101624	Invoice	10/22/2024	\$41.33	41065	10/23/2024 \$41.33
	24/10 11931 South St		10/22/2024			
10/22/2024	12690659565-101424	Invoice	10/22/2024	\$14.30	41065	10/23/2024 \$14.30
	24/10 18641 Corby Ave		10/22/2024			
10/22/2024	17740623008-101424	Invoice	10/22/2024	\$25.67	41065	10/23/2024 \$25.67
	24/10 18747 Clarkdale Ave.		10/22/2024			
10/22/2024	17950623003-101424	Invoice	10/22/2024	\$17.83	41065	10/23/2024 \$17.83
	24/10 18750 Clarkdale Ave.		10/22/2024			
10/22/2024	17949759637-101424	Invoice	10/22/2024	\$8.91	41065	10/23/2024 \$8.91
	24/10 18644 Alburtis Ave		10/22/2024			
10/22/2024	04530693599-101824	Invoice	10/22/2024	\$7.72	41065	10/23/2024 \$7.72
	24/10 11870 169th St		10/22/2024			
<i>Totals for Southern California Gas Company:</i>				<u>\$115.76</u>		<u>\$115.76</u>
<b>SOUTHERN CALIFORNIA SECURITY CENTERS</b>						
10/28/2024	105751	Invoice	10/29/2024	\$8.76	85625	10/29/2024 \$8.76
	Replacement Key for		10/28/2024			
	Median Water Timer on					
	Norwalk Blvd.					
<i>Totals for SOUTHERN CALIFORNIA SECURITY CENTERS:</i>				<u>\$8.76</u>		<u>\$8.76</u>
<b>SSD ALARM SYSTEMS</b>						
10/15/2024	R-00552375	Invoice	10/15/2024	\$500.16	85538	10/16/2024 \$500.16
	11/1-11/31/25 11870 169th		10/15/2024			
<i>Totals for SSD ALARM SYSTEMS:</i>				<u>\$500.16</u>		<u>\$500.16</u>
<b>STEPHEN JAMES LICENSED BUILDING CONTRACTORS</b>						
10/22/2024	10172024	Invoice	10/22/2024	\$8,550.00	85591	10/23/2024 \$8,550.00
	C&D Deposit Refund 18702		10/22/2024			
<i>Totals for STEPHEN JAMES LICENSED BUILDING CONTRACTORS:</i>				<u>\$8,550.00</u>		<u>\$8,550.00</u>
<b>Sterling Administration</b>						
10/04/2024	813447	Invoice	10/04/2024	\$658.32	41062	10/16/2024 \$658.32

10/21/2024	24/10 FSA/DCA 814534	Invoice	10/04/2024 10/21/2024	\$658.32 41066	10/23/2024	\$658.32
	24/10 FSA/DCA		10/21/2024			
		<i>Totals for Sterling Administration:</i>		<u>\$1,316.64</u>		<u>\$1,316.64</u>
<b>SUMMER HENRY</b>						
10/15/2024	78682683	Invoice	10/15/2024	\$150.00 85539	10/16/2024	\$150.00
	Street Fair Deposit Refund		10/15/2024			
		<i>Totals for SUMMER HENRY:</i>		<u>\$150.00</u>		<u>\$150.00</u>
<b>SUN WEST MORTGAGE COMPANY</b>						
10/15/2024	78682954	Invoice	10/15/2024	\$150.00 85540	10/16/2024	\$150.00
	Street Fair Deposit Refund		10/15/2024			
		<i>Totals for SUN WEST MORTGAGE COMPANY:</i>		<u>\$150.00</u>		<u>\$150.00</u>
<b>SURENDRA SAPKOTA</b>						
10/15/2024	78681311	Invoice	10/15/2024	\$150.00 85541	10/16/2024	\$150.00
	Street Fair Deposit Refund		10/15/2024			
		<i>Totals for SURENDRA SAPKOTA:</i>		<u>\$150.00</u>		<u>\$150.00</u>
<b>SWEETS ON WHEELS</b>						
10/28/2024	78683628	Invoice	10/29/2024	\$150.00 85626	10/29/2024	\$150.00
	Street Fair Deposit Refund		10/28/2024			
		<i>Totals for SWEETS ON WHEELS:</i>		<u>\$150.00</u>		<u>\$150.00</u>
<b>TACOS EL VALIII</b>						
10/28/2024	78683777	Invoice	10/29/2024	\$150.00 85627	10/29/2024	\$150.00
	Street Fair Deposit Refund		10/28/2024			
		<i>Totals for TACOS EL VALIII:</i>		<u>\$150.00</u>		<u>\$150.00</u>
<b>TATAY RY'S</b>						
10/15/2024	78683368	Invoice	10/15/2024	\$150.00 85542	10/16/2024	\$150.00
	Street Fair Deposit Refund		10/15/2024			
		<i>Totals for TATAY RY'S:</i>		<u>\$150.00</u>		<u>\$150.00</u>
<b>TERESA MARTINEZ</b>						
10/15/2024	78681875	Invoice	10/15/2024	\$150.00 85543	10/16/2024	\$150.00
	Street Fair Deposit Refund		10/15/2024			
		<i>Totals for TERESA MARTINEZ:</i>		<u>\$150.00</u>		<u>\$150.00</u>
<b>THE FAMILY PIZZA</b>						
10/28/2024	78683587	Invoice	10/29/2024	\$150.00 85628	10/29/2024	\$150.00
	Street Fair Deposit Refund		10/28/2024			
		<i>Totals for THE FAMILY PIZZA:</i>		<u>\$150.00</u>		<u>\$150.00</u>
<b>TPX COMMUNICATIONS</b>						
10/01/2024	181728250-0	Invoice	10/01/2024	\$3,731.52 85455	10/02/2024	\$3,731.52
	24/09 Telephone Service		10/01/2024			
10/24/2024	182308174-0	Invoice	10/29/2024	\$4,622.51 85629	10/29/2024	\$4,622.51
	Telephone Cancellation Fee		10/24/2024			
		<i>Totals for TPX COMMUNICATIONS:</i>		<u>\$8,354.03</u>		<u>\$8,354.03</u>
<b>U.S. BANK CORPORATE PAYMENT SYSTEMS</b>						
10/10/2024	7883-24/09	Invoice	10/10/2024	\$30,398.91 41067	10/23/2024	\$30,398.91
	24/09 Credit Card Purchases		10/10/2024			
		<i>Totals for U.S. BANK CORPORATE PAYMENT SYSTEMS:</i>		<u>\$30,398.91</u>		<u>\$30,398.91</u>
<b>UMA ARUMUGAM</b>						
10/28/2024	77919624	Invoice	10/29/2024	\$150.00 85630	10/29/2024	\$150.00
	Street Fair Deposit Refund		10/28/2024			
		<i>Totals for UMA ARUMUGAM:</i>		<u>\$150.00</u>		<u>\$150.00</u>
<b>VALIANCE CAPITAL LLC</b>						
10/22/2024	515011 - DT	Invoice	10/22/2024	\$1,025.00 85592	10/23/2024	\$1,025.00
	24/11 Referee Coverage for		10/22/2024			
		<i>Totals for VALIANCE CAPITAL LLC:</i>		<u>\$1,025.00</u>		<u>\$1,025.00</u>
<b>VICTOR MANALO</b>						
10/01/2024	AUG 2024	Invoice	10/01/2024	\$50.00 85456	10/02/2024	\$50.00
	2024/08 PC Meeting		10/01/2024			
		<i>Totals for VICTOR MANALO:</i>		<u>\$50.00</u>		<u>\$50.00</u>
<b>VIOLA ROMAN</b>						
10/15/2024	REIMB	Invoice	10/15/2024	\$59.22 85544	10/16/2024	\$59.22
	Class-C Passenger		10/15/2024			
		<i>Totals for VIOLA ROMAN:</i>		<u>\$59.22</u>		<u>\$59.22</u>
<b>VVA Chapter 1024</b>						
10/08/2024	IR-2714	Invoice	10/08/2024	\$700.00 85483	10/09/2024	\$700.00



Veterans Day Ceremony -			10/08/2024			
			Totals for VVA Chapter 1024:	\$700.00		\$700.00
<b>WALLIS BANK</b>						
10/15/2024	78683066	Invoice	10/15/2024	\$150.00	85545	10/16/2024 \$150.00
Street Fair Deposit Refund			10/15/2024			
			Totals for WALLIS BANK:	\$150.00		\$150.00
<b>WATER REPLENISHMENT DISTRICT OF SO. CALIF.</b>						
10/15/2024	0160-08312024	Invoice	10/15/2024	\$109.25	85546	10/16/2024 \$109.25
24/08 Groundwater			10/15/2024			
Totals for WATER REPLENISHMENT DISTRICT OF SO. CALIF.:				\$109.25		\$109.25
<b>WEST COAST ARBORISTS INC</b>						
10/08/2024	219567	Invoice	10/08/2024	\$6,960.00	85484	10/09/2024 \$6,960.00
24/09 Tree Maintenance			10/08/2024			
Totals for WEST COAST ARBORISTS INC:				\$6,960.00		\$6,960.00
<b>WESTERN AUDIO VISUAL</b>						
10/08/2024	21574	Invoice	10/08/2024	\$2,308.43	85485	10/09/2024 \$2,308.43
Council Chamber AV			10/08/2024			
Upgrade - Change Order #2						
10/08/2024	21573	Invoice	10/08/2024	\$4,000.00	85485	10/09/2024 \$4,000.00
Artesia Council Chamber AV			10/08/2024			
10/15/2024	21575	Invoice	10/15/2024	\$921.33	85547	10/16/2024 \$921.33
Change Order #3 Council			10/15/2024			
Totals for WESTERN AUDIO VISUAL:				\$7,229.76		\$7,229.76
<b>WESTERN EXTERMINATOR COMPANY</b>						
10/01/2024	67451631	Invoice	10/01/2024	\$192.81	85457	10/02/2024 \$192.81
24/09 11870 169th St			10/01/2024			
10/01/2024	67454562	Invoice	10/01/2024	\$145.00	85457	10/02/2024 \$145.00
24/09 18750 Clarkdale Ave.			10/01/2024			
10/01/2024	67452751	Invoice	10/01/2024	\$115.53	85457	10/02/2024 \$115.53
24/09 17203 Corby Ave.			10/01/2024			
10/01/2024	67451272	Invoice	10/01/2024	\$113.50	85457	10/02/2024 \$113.50
24/09 18747 Clarkdale Ave.			10/01/2024			
10/01/2024	67451165	Invoice	10/01/2024	\$97.16	85457	10/02/2024 \$97.16
24/09 18641 Corby Ave.			10/01/2024			
10/01/2024	67451164	Invoice	10/01/2024	\$97.16	85457	10/02/2024 \$97.16
24/09 18644 187th St.			10/01/2024			
10/15/2024	68660622	Invoice	10/15/2024	\$145.00	85548	10/16/2024 \$145.00
24/10 8750 Clarkdale Ave.			10/15/2024			
10/15/2024	68657495	Invoice	10/15/2024	\$127.12	85548	10/16/2024 \$127.12
24/10 18747 Clarkdale Ave.			10/15/2024			
10/15/2024	68658914	Invoice	10/15/2024	\$115.53	85548	10/16/2024 \$115.53
24/10 17203 Corby Ave.			10/15/2024			
10/15/2024	68657389	Invoice	10/15/2024	\$97.16	85548	10/16/2024 \$97.16
24/10 18644 187th St.			10/15/2024			
10/15/2024	68657390	Invoice	10/15/2024	\$97.16	85548	10/16/2024 \$97.16
24/10 18641 Corby Ave.			10/15/2024			
Totals for WESTERN EXTERMINATOR COMPANY:				\$1,343.13		\$1,343.13
<b>Wex Bank</b>						
10/22/2024	100190407	Invoice	10/22/2024	\$1,318.93	41068	10/23/2024 \$1,318.93
24/09 Gas Card Purchases			10/22/2024			
Totals for Wex Bank:				\$1,318.93		\$1,318.93
<b>WILLDAN ENGINEERING</b>						
10/15/2024	00628706	Invoice	10/15/2024	\$6,118.00	85549	10/16/2024 \$6,118.00
24/08 Pavement			10/15/2024			
Totals for WILLDAN ENGINEERING:				\$6,118.00		\$6,118.00
<b>WILLDAN FINANCIAL SERVICES</b>						
10/01/2024	00714241	Invoice	10/01/2024	\$20,925.00	85458	10/02/2024 \$20,925.00
24/08 Housing Element			10/01/2024			
Totals for WILLDAN FINANCIAL SERVICES:				\$20,925.00		\$20,925.00
<b>XP Mobile laser Tag</b>						
10/22/2024	16091464	Invoice	10/22/2024	\$1,310.00	85593	10/23/2024 \$1,310.00
Halloween - Laser Tag			10/22/2024			
Totals for XP Mobile laser Tag:				\$1,310.00		\$1,310.00
<b>YESENIA CONTRERAS</b>						
10/28/2024	78683746	Invoice	10/29/2024	\$150.00	85631	10/29/2024 \$150.00

Street Fair Deposit Refund

10/28/2024

Totals for YESENIA CONTRERAS:

\$150.00

\$150.00

YUNEX LLC

10/22/2024	90002995	Invoice	10/22/2024	\$1,989.00	85594	10/23/2024	\$1,989.00
	24/09 Traffic Signal		10/22/2024				
10/22/2024	5610003328	Invoice	10/22/2024	\$3,452.49	85594	10/23/2024	\$3,452.49
	24/09 Traffic Signal		10/22/2024				
Totals for YUNEX LLC:				\$5,441.49			\$5,441.49
GRAND TOTALS:				\$1,193,818.06			\$1,193,818.06

A total of 287 transaction(s) listed

Payroll	10/4/2024	\$85,663.93
	10/18/2024	\$97,488.83
Total Payroll		\$183,152.76
Total Disbursement		\$1,376,970.82



# CITY COUNCIL AGENDA REPORT

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**MEETING DATE:** November 18, 2024

**ITEM NO:** 9D.

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

**SUBJECT:** City Financial Report - September 2024

**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 September 30, 2024. Reports are reconciled for cash on hand (bank) to cash recorded in the general ledger through the period ending September 30, 2024.

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 these Reports 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 093024.pdf](#)

**City of Artesia  
Treasurer's Report  
09/30/24**

	<b>MONEY MARKET ACCOUNT</b>	<b>CHECKING ACCOUNT</b>	<b>LOCAL AGENCY INVESTMENT ACCOUNT</b>
Beginning Balance - 9/1/24	56,944.97	<b>146,627.37</b>	9,061,860.57
State/County/Misc Monthly Wires	506,855.95	-	-
Deposits	241,454.74	-	-
Civic Plus Credit deposits	-	<b>17,187.00</b>	-
Credit Transactions	-	<b>4,218.75</b>	-
PayGov Credit Deposits	-	<b>42,259.16</b>	-
Transfer from Money Market	-	<b>607,000.00</b>	-
Transfer from LAIF Account	-	<b>1,800,000.00</b>	-
Interest Income	3.58	-	-
Transfer to Checking Account	(607,000.00)	-	(1,800,000.00)
Transfer to LAIF Account	-	-	-
Transfer to CAMP/CLASS Account	-	-	-
Disbursements	-	<b>(1,991,904.66)</b>	-
Benefits Wires	-	<b>(22,525.20)</b>	-
PERS Health	-	<b>(62,704.46)</b>	-
PERS Retirement	-	<b>(35,629.02)</b>	-
Payroll	-	<b>(178,408.33)</b>	-
Payroll Tax Wire (EDD/IRS)	-	<b>(38,181.00)</b>	-
Bank Fees/Paid Parking Fees	(1,233.03)	<b>(1,251.77)</b>	-
Ending Balance - 9/30/2024	<b>197,026.21</b>	<b>286,687.84</b>	<b>7,261,860.57</b>
	<b>CAMP ACCOUNT</b>	<b>CLASS ACCOUNT</b>	<b>CAFETERIA ACCOUNT</b>
Beginning Balance - 9/1/24	9,315,417.74	8,595,771.08	1,324.56
Transfer from Checking Account	-	-	-
Deposits	40,379.41	37,045.31	-
Checks Written during the month	-	-	-
Ending Balance - 9/30/2024	<b>9,355,797.15</b>	<b>8,632,816.39</b>	<b>1,324.56</b>
	<b>CDBG FIX-UP PROGRAM</b>	<b>PETTY CASH</b>	<b>REVOLVING ACCOUNT</b>
Beginning Balance - 9/1/24	1,716.19	500.00	1,362.14
Deposits	-	-	-
Disbursements	-	-	-
Ending Balance - 9/30/2024	<b>1,716.19</b>	<b>500.00</b>	<b>1,362.14</b>
			<b>TOTAL ALL ACCOUNTS</b>
Beginning Balance - 9/1/24			27,181,524.62
Deposits			3,296,403.90
Disbursements			(4,738,837.47)
Ending Balance - 9/30/2024			<b>25,739,091.05</b>

**City of Artesia**  
**Comparison of Cash Balances to Fund Balance**  
**09/30/24**

	<b>GENERAL FUND (100)</b>	<b>SUMMER LUNCH PROGRAM (150)</b>
Cash Balance	13,932,444.40	5,140.08
Receivables	524,829.50	-
Prepaid Expenses	(2,361.44)	-
Investment Appreciation	-	-
Liabilities	(946,900.96)	-
<b>FUND BALANCE</b>	<b>13,508,011.50</b>	<b>5,140.08</b>

**SPECIAL REVENUE FUNDS**

	<b>ARTESIA HOUSING AUTHORITY (200)</b>	<b>AJ PARK EXPANSION (205)</b>	<b>BICYCLE / PEDESTRIAN FUND (210)</b>
Cash Balance	887,676.88	(588,167.24)	933.52
Receivables	-	-	-
Liabilities	(61,895.00)	-	-
<b>FUND BALANCE</b>	<b>825,781.88</b>	<b>(588,167.24)</b>	<b>933.52</b>

	<b>PUBLIC EDUCATION IN GOVERNMENT (215)</b>	<b>BILLBOARD FUND (220)</b>	<b>CNRA SPECIFIED GRANT (225)</b>
Cash Balance	(34,585.62)	599,367.85	(636,106.15)
Receivables	-	1,917,319.66	-
Liabilities	-	(1,917,319.66)	-
<b>FUND BALANCE</b>	<b>(34,585.62)</b>	<b>599,367.85</b>	<b>(636,106.15)</b>

	<b>CALIFORNIA BEVERAGE RECYCLING (230)</b>	<b>CITIZEN OPTION FOR PUBLIC SAFETY (240)</b>	<b>CLEAN AIR FUEL BUS GRANT (250)</b>
Cash Balance	5,246.37	292,737.47	(10,547.50)
Receivables	-	-	-
Liabilities	-	-	-
<b>FUND BALANCE</b>	<b>5,246.37</b>	<b>292,737.47</b>	<b>(10,547.50)</b>

**City of Artesia**  
**Comparison of Cash Balances to Fund Balance**  
**09/30/24**

**SPECIAL REVENUE FUNDS (continued)**

	<b>COMMUNITY FACILITY DISTRICT (260)</b>	<b>COMMUNITY DEVELOPMENT BLOCK GRANT (270)</b>	<b>CALIFORNIA STREET GRANTS (280)</b>
Cash Balance	52,562.82	(20,603.10)	401,065.39
Receivables	-	-	-
Liabilities	-	-	-
<b>FUND BALANCE</b>	<b>52,562.82</b>	<b>(20,603.10)</b>	<b>401,065.39</b>
	<b>FEDERAL STPL (290)</b>	<b>MAP 21 EXCHANGE (310)</b>	<b>MEASURE M (320)</b>
Cash Balance	66,284.09	183,043.55	1,153,979.85
Receivables	-	-	-
Liabilities	-	-	-
<b>FUND BALANCE</b>	<b>66,284.09</b>	<b>183,043.55</b>	<b>1,153,979.85</b>
	<b>MEASURE R (330)</b>	<b>TOD PLANNING GRANT (340)</b>	<b>COUNTY PARK IMPROVEMENT (350)</b>
Cash Balance	490,088.58	(142,001.51)	1,217,980.53
Receivables	-	-	-
Liabilities	-	-	-
<b>FUND BALANCE</b>	<b>490,088.58</b>	<b>(142,001.51)</b>	<b>1,217,980.53</b>
	<b>PROPOSITION A FUND (360)</b>	<b>PROPOSITION C FUND (370)</b>	<b>SB1 RMRA (375)</b>
Cash Balance	1,139,691.65	605,784.96	770,324.82
Receivables	-	-	-
Liabilities	(8,947.40)	-	-
<b>FUND BALANCE</b>	<b>1,130,744.25</b>	<b>605,784.96</b>	<b>770,324.82</b>

**City of Artesia**  
**Comparison of Cash Balances to Fund Balance**  
**09/30/24**

**SPECIAL REVENUE FUNDS (continued)**

	<b><u>SB 1383 GIVEAWAY (377)</u></b>	<b><u>SOUTH COAST AIR QUALITY MGMT DIST (390)</u></b>	<b><u>SAFE ROUTE TO SCHOOL (400)</u></b>
Cash Balance	75,000.00	313,945.69	(0.32)
Receivables	-	1,026.00	-
Liabilities	-	-	-
FUND BALANCE	<b><u>75,000.00</u></b>	<b><u>314,971.69</u></b>	<b><u>(0.32)</u></b>

	<b><u>SHERIFF FORFEITURES &amp; SEIZURES (410)</u></b>	<b><u>STATE GAS TAX (420)</u></b>	<b><u>HOME STAY PROGRAM (430)</u></b>
Cash Balance	447.20	(28,842.81)	3,223.26
Prepaid Expenses	-	-	-
Liabilities	-	-	-
FUND BALANCE	<b><u>447.20</u></b>	<b><u>(28,842.81)</u></b>	<b><u>3,223.26</u></b>

	<b><u>STREET LIGHTING MAINTENANCE FUND (440)</u></b>	<b><u>TRAFFIC CONGESTION RELIEF (450)</u></b>	<b><u>CAL FIRE URBAN GRANT (460)</u></b>
Cash Balance	69,643.69	20,802.34	(21,036.45)
Receivables	-	-	-
Liabilities	-	-	-
FUND BALANCE	<b><u>69,643.69</u></b>	<b><u>20,802.34</u></b>	<b><u>(21,036.45)</u></b>

	<b><u>DEVELOPMENT IMPACT FEES (470)</u></b>	<b><u>MEASURE W (480)</u></b>	<b><u>RECYCLED OIL (490)</u></b>
Cash Balance	2,012,877.39	759,048.12	5,021.18
Prepaid Expenses	-	-	-
Liabilities	-	(10,000.00)	-
FUND BALANCE	<b><u>2,012,877.39</u></b>	<b><u>749,048.12</u></b>	<b><u>5,021.18</u></b>



**City of Artesia**  
**Comparison of Cash Balances to Fund Balance**  
**09/30/24**

**CAPITAL PROJECTS FUNDS**

	<b>SPECIAL / CAPITAL PROJECT FUND (500)</b>	<b>PIONEER BOND PROJECT (510)</b>	<b>HISTORICAL DISTRICT BOND PROJECT (520)</b>
Cash Balance	196,740.59	366,909.05	591,118.09
Receivables	19,533.97	-	-
Liabilities	-	-	-
<b>FUND BALANCE</b>	<b>216,274.56</b>	<b>366,909.05</b>	<b>591,118.09</b>

**AGENCY FUNDS**

	<b>TRUST AND AGENCY (710)</b>	<b>SENIOR CITIZENS (720)</b>	<b>GEORGE NELSON MEMORIAL FUND (740)</b>
Cash Balance	67,690.37	6,271.99	2,243.57
Receivables	-	-	-
Liabilities	(67,690.37)	(6,271.99)	(2,243.57)
<b>FUND BALANCE</b>	<b>-</b>	<b>-</b>	<b>-</b>

**TOTAL ALL FUNDS**

Cash Balance	24,813,444.64
Receivables	2,462,709.13
Fixed Assets, net	-
Prepaid Expenses	(2,361.44)
Investment Appreciation	-
Liabilities	(3,021,268.95)
<b>FUND BALANCE</b>	<b>24,252,523.38</b>

**City of Artesia**  
**Comparison of Cash Balances to Fund Balance**  
**09/30/24**

**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	-	455,102.54	470,543.87
Cash with Fiscal Agent	-	484.89	-
Liabilities	-	-	(585,442.00)
Bonds Payable	-	(11,888,786.84)	-
FUND BALANCE	<u>-</u>	<u>(11,433,199.41)</u>	<u>(114,898.13)</u>

**TOTAL SUCCESSOR FUNDS**

Cash Balance	925,646.41
Cash with Fiscal Agent	484.89
Liabilities	(585,442.00)
Bonds Payable	(11,888,786.84)
FUND BALANCE	<u>(11,548,097.54)</u>



# CITY COUNCIL AGENDA REPORT

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**MEETING DATE:** November 18, 2024

**ITEM NO:** 9E.

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

**SUBJECT:** Professional Services Agreement Amendment for Acquisition Services

**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 the City Council approve, and authorize the City Manager to execute on the Council's behalf, Amendment No. 4 to the Professional Services Agreement for Acquisition Services between the City of Artesia and Overland, Pacific & Cutler, Inc. ("OPC"), to extend the term until December 31, 2026 and increase the compensation to \$190,825 for the A.J. Padelford Park Expansion Project.

**BACKGROUND:**

In 2019, the City was awarded a grant from the State Parks Department Office of Grants and Local Services (OGALS) for the purpose of expanding the existing A.J. Padelford Park located in the northern portion of the City. In 2020, City Council approved a Professional Services Agreement with OPC to assist the City with acquiring single-family residential properties to expand the park up to 169th Street. Acquisition includes activities such as title reports, appraisals, title clearance, seller agreements, relocation plans and relocation assistance. With OPC's assistance, the City acquired four properties for the expansion and the City is currently in escrow for the purchase of a fifth property. The agreement with OPC was passed with a not to exceed amount of \$84,830. Subsequent amendments extended the agreement period and increased the total compensation to \$150,825. The third amendment expired in 2022, however, as allowed under the agreement, the term was extended through mutual written agreement via letters of extension over the last two years.

The Agreement with OPC is funded by the grant from OGALS for the A.J. Padelford Park Expansion Project. The City has previously received two grant extensions from the State in part due to escrow periods taking longer than anticipated because of the time it takes for the property owners to relocate. The City recently requested another extension, and if approved, would extend the grant period to June 30, 2027.

**ANALYSIS:**

Since May 2020, Staff has been working with OPC to move the A.J. Padelford Park Expansion Project forward. OPC has been performing all agreed upon services, consistently communicates with homeowners, and offers acquisition expertise to staff. As of now, the City is currently in escrow for the purchase of its fifth property for the project and OPC's services are needed to complete this acquisition along with future acquisitions.

Amendment No. 4 to the Professional Services Agreement with OPC proposes to extend the term of the agreement through December 31, 2026 to complete the A.J. Padelford Park Expansion Project. Amendment No. 4 also proposes to increase the not to exceed amount from \$150,825 to \$190,825 to complete the remaining acquisition services.

**FISCAL IMPACT:**

Approval of Amendment No. 4 has no impact on the General Fund as services under this agreement are reimbursable through the State grant for the A.J. Padelford Park Expansion Project.

**RECOMMENDED COUNCIL ACTION:**

Staff recommends the City Council approve, and authorize the City Manager to execute on the Council's behalf, Amendment No. 4 to the Professional Services Agreement for Acquisition Services between the City of Artesia and Overland, Pacific & Cutler, Inc. ("OPC"), to extend the term until December 31, 2026 and increase the compensation to \$190,825 for the A.J. Padelford Park Expansion Project.

**Attachments**

[Fourth Amendment AJPP Expansion.pdf](#)

[Agreement & Amendments 1-3.pdf](#)

[Contract Extension through March 2023.pdf](#)

[Contract Extension through March 2024.pdf](#)

**FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF ARTESIA AND OVERLAND, PACIFIC & CUTLER, LLC. FOR THE A.J.  
PADELFORD PARK EXPANSION PROJECT**

**1. PARTIES AND DATE.**

This Fourth Amendment to the Agreement for Acquisition Services ("Fourth Amendment") is entered into on November 18, 2024, and effective as of March 31, 2024, by and between the City of Artesia (hereinafter referred to as the "City") and Overland, Pacific & Cutler, LLC. (hereinafter referred to as the "Consultant"). City and Consultant are sometimes collectively referred to herein as the "Parties."

**2. RECITALS.**

2.1 Agreement. The Parties entered into that certain Agreement for Acquisition Services dated May 11, 2020 ("Agreement").

2.2 First Amendment. The Parties entered into the First Amended on July 1, 2020 to amend the scope to provide a relocation cost estimate and increased the compensation by \$700.

2.3 Second Amendment. The Parties entered into the Second Amendment on March 22, 2021 to amend the scope to provide updated comparable housing analyses and notices of eligibility for relocation benefits and increased the compensation by \$3,660.

2.4 Third Amendment. The Parties entered the Third Amendment on May 10, 2021 to extend the term and increase the total compensation to \$150,825. Consultant has been providing services to the City under the Agreement from the beginning of the term to present.

2.5 Fourth Amendment. The Parties now desire to amend the Agreement in order to extend the term and to increase the total compensation under the Agreement as provided herein.

**3. TERMS.**

3.1 Term. Section 3.1.2 "Term" of the Agreement is hereby amended so that the term shall be from May 11, 2020 to December 31, 2026.

3.2 Compensation. Section 3.3.1 "Compensation" is hereby amended and restated 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," incorporated herein by this reference. The total compensation shall not exceed One Hundred Ninety Thousand Eight Hundred Twenty-Five Dollars (\$190,825) without written approval of the City Council or City Manager, as applicable and shall be subject to the conditions set for in provision 3.3.2 Extra Work, 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 "C." Exhibit "C" is hereby replaced in its entirety and restated as follows:

#### "SCHEDULE OF HOURLY RATES

The City will compensate the Consultant for services provided under this Agreement at the following hourly rates:

Project Consultant 4	\$130
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Real Estate Specialist 3	\$105"
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3.4 Remaining Provisions of Agreement. Except as otherwise specifically set forth in this Fourth Amendment, the remaining provisions of the Agreement shall remain in full force and effect.

*[Signatures on following page]*

**SIGNATURE PAGE TO  
FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF ARTESIA AND OVERLAND, PACIFIC & CUTLER, LLC. FOR THE A.J.  
PADELFORD PARK EXPANSION PROJECT**

IN WITNESS WHEREOF, the parties have executed this Third Amendment to Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF ARTESIA**

**OVERLAND, PACIFIC & CUTLER, LLC.**

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

By: \_\_\_\_\_  
Brian Everett  
President and Chief Executive Officer

*Attest:*

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

*Approved as to Form:*

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

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN THE CITY OF ARTESIA AND OVERLAND, PACIFIC & CUTLER, LLC. FOR THE  
A.J. PADEL FORD PARK EXPANSION PROJECT**

**1. PARTIES AND DATE.**

This Agreement is made and entered into this 11<sup>th</sup> day of May, 2020, by and between the City of Artesia, a municipal corporation, organized under the laws of the State of California ("City") and **Overland, Pacific & Cutler, LLC.**, a **Delaware limited liability company**, with its principal place of business at **3750 Schauffele Avenue, Suite 150, Long Beach, CA 90808** ("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 acquisition services 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 A.J. Padelford Park Expansion 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 acquisition consulting services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. (If there is any conflict between the terms of this Agreement and those in Exhibit "A," the terms of this Agreement control.) 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 May 11, 2020, to May 10, 2021, 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 within the term of this agreement. 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: Mona Montano, Project Manager, and Taurean Gordon, Chief Operating Officer.

3.2.5 City's Representative. The City hereby designates Andrea Mejia, Management Analyst, 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 Mona Montano, Project Manager, 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 twenty-five (25) 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 on page 9 of the Consultants Proposal, (Exhibit "A"). The total compensation shall not exceed Eighty-Four Thousand Eight Hundred and Thirty Dollars (\$84,830) without written approval of the City Council or City Manager as applicable, and shall be subject to the conditions set forth in provision 3.3.2. 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.**

**3.3.2.1** City will pay Consultant based on completion of the six phases of work set forth in Exhibit B hereto. After completing each phase, Consultant shall submit to City an invoice, not to exceed \$14,138.33 for any one phase, no later than the fifteenth (15<sup>th</sup>) calendar day of the month following completion of that phase of work, indicating the work completed and the hours of Services rendered by Consultant during that phase of work.

**3.3.2.2** City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges.

**3.3.2.3** 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.

**3.3.2.4** Failure to complete a phase of work as set forth in Exhibit B shall result in City withholding payment for the relevant phase until the phase is completed. The payment for Phase 3 will be paid only if all the Services for Phases 1 through 3 are completed by the deadline for Phase 3, November 1, 2020. The final payment will be paid only if all Services are completed within the term set forth in Section 3.1.2 ("Performance Time").

3.3.2.5 The making of final payment shall not constitute a waiver of any claim 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.**

3.6.2.1 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: Overland, Pacific & Cutler  
3750 Schauffele Avenue, Suite 150

Long Beach, CA 90808  
ATTN: Mona Montano, Project Manager

City: City of Artesia  
18747 Clarkdale Avenue  
Artesia, California 90701  
ATTN: Andrea Mejia, Management Analyst

3.6.2.2 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.

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.

**[SIGNATURES ON NEXT PAGE]**

**PROFESSIONAL SERVICES AGREEMENT BY AND  
BETWEEN THE CITY OF ARTESIA AND OVERLAND,  
PACIFIC & CUTLER, LLC. FOR THE A.J. PADELFORD  
PARK EXPANSION PROJECT**

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

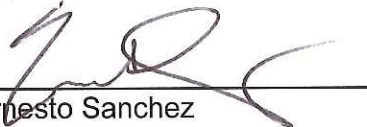
**CITY OF ARTESIA**

**OVERLAND, PACIFIC & CUTLER, LLC.**


By:   
William Rawlings  
City Manager

By:   
Brian Everett  
President and Chief Executive Officer

*Attest:*

  
Ernesto Sanchez  
City Clerk

*Approved as to Form:*

 for  
Christi Hogini  
Interim City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**

CONTRACTORS PROPOSAL DATED MARCH 23, 2020.

**(Attached)**





March 23, 2020

Andrea Mejia  
Management Analyst  
City of Artesia  
18747 Clarkdale Ave  
Artesia, CA 90701  
Submitted via email: [amejia@cityofartesia.us](mailto:amejia@cityofartesia.us)

**RE: REVISED V3 Proposal to Provide Residential Acquisition and Relocation Services for properties located on 169th Street, Artesia, CA**

Dear Ms. Mejia:

Thank you for reaching out to **Overland, Pacific & Cutler, Inc. (OPC)** for your acquisition and relocation needs for the properties identified on 169<sup>th</sup> Street in Artesia, CA. We understand that the City of Artesia (City) is interested in acquiring ten (10) residential homes to expand the A.J. Padelford Park facility. The following proposal will provide the City with OPC's approach, scope, and fees for the requested services in addition to optional services that may be beneficial to your project. We are excited about this opportunity and look forward to working with you to deliver this necessary project for the City of Artesia.

OPC, a full-service real estate company, has been delivering acquisition and relocation projects throughout California since 1980. We relocate thousands of residential owners and tenants each year for public agencies and have more Uniform Relocation Assistance and Real Property Acquisition Act (1970) (URA) experience than any known competitor. OPC is in a unique position of knowing how to interact within a public organization, as well as the private sector.

OPC's staff in our local Long Beach and Irvine offices will be assisting the City of Artesia for this project. Our employees have diverse, ethnic backgrounds and multilingual capabilities. Our team of licensed agents and brokers work under the **OPC Properties, Inc. Brokerage #02056390**. Furthermore, we have carefully selected a team of seasoned subject matter experts in Appraisal, Title, and Environmental Testing services to professionally and competently represent the City and its constituents.

Once you read our proposal, please feel free to contact me with any questions, to refine the scope, or to adjust our proposed level of effort. You can reach me directly at 562.304.2000 or via email at [tgordon@opcservices.com](mailto:tgordon@opcservices.com). We look forward to your approval of this proposal. I am confident we can deliver your required services on-time, and within your budget.

Regards,

Taurean Gordon  
Chief Business Development Officer  
**OPC**

Accepted, Authorization to Proceed:

\_\_\_\_\_  
Authorized Representative

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

## Project Understanding

OPC understands that the City of Artesia (City) is interested in acquiring ten (10) residential homes to expand the existing A.J. Padelford Park located north of the SR-91 Freeway. The project is grant funded and will require the acquisition of the following ten properties.

Number	Address	Assessor's Parcel Number (APN)	Owner
1	11914 169th St., Artesia, CA 90701	7011-020-004	Esqueda Arturo, Esqueda Maria
2	11916 169th St., Artesia, CA 90701	7011-020-005	Rodriguez, Emilio T Martinez, Gustavo L
3	11918 169th St., Artesia, CA 90701	7011-020-006	Paloco, Wilbert J.
4	11926 169th St., Artesia, CA 90701	7011-020-009	Rivera, Marcos Rivera, Leslie A.
5	11928 169th St., Artesia, CA 90701	7011-020-010	Perez, Manuel Urciaga, Silvia
6	11930 169th St., Artesia, CA 90701	7011-020-011	Lopez, Fridolino Lopez, Nora A.
7	11934 169th St., Artesia, CA 90701	7011-020-012	Borjas, Rafael
8	11936 169th St., Artesia, CA 90701	7011-020-013	Siperly, Nicholas C.
9	11940 169th St., Artesia, CA 90701	7011-020-060	Parada, Antonia
10	11942 169th St., Artesia, CA 90701	7011-020-016	Lopez, Digna N.

We further understand that the homes are mostly owner-occupied and the proposed deadline for the project is December 2021.

The project management, acquisition and relocation services will be performed by OPC to support the A.J. Padelford Park Expansion Project. OPC also understands that the City will be securing preliminary title reports and appraisers for the project.

## Scope of Services / Work Plan

### Project Management (OPC)

Project management and planning will begin prior to the initiation of actual acquisition and relocation activities. It is critical that all members of the team agree as to the City's desired process and timeline working within the constraints of the Uniform Act and State Relocation Regulations. OPC's project management services will include:

1. Tracking and managing all budgetary-related aspects of the project associated with OPC's Scope of Work.
2. Assisting with the development of administrative policies, procedures, and forms necessary to carry out the acquisition and relocation program under the applicable funding source rules.
3. Ongoing general consultation and project coordination with the City and project team members.
4. Preparation of tracking reports that monitor the completion of project milestones.
5. QA/QC of all staff and work product associated with the Project.

### Title Investigation Services (OPC)

Preliminary Title Reports are necessary to show who the current ownership the legal description, deeds, any and all easements, CC&R's, Judgments, and liens that may affect the property in the transaction. In short, it provides a

snapshot of what the current title looks like and will help alleviate any unforeseen issues that can be addressed upfront. OPC's Title Investigation services will include:

1. Secure copies of recorded back-up documents as needed.
2. Share preliminary title information with right of way engineer, surveyor, and real estate appraisers for their use on the project.
3. Prepare list of title exceptions to be cleared; confirm manner of disposition is consistent with approved project plan.
4. Facilitate changes to preliminary title reports after the preparation of the legal descriptions, if necessary, for partial acquisition projects.

### **Real Property Acquisition (OPC)**

During the early phase of the project, OPC will perform pre-acquisition activities consisting of a comprehensive review of all title reports and underlying record documents, issuance of statutory appraisal letters, and review of engineering plans, legal descriptions, right of way maps and other information relevant to the project. OPC's Project Manager will coordinate with the selected appraisers on title issues, property inspections, and clarification of engineering design elements. This initial stage will also include preparation of written offers of just compensation, documents, deeds, and right of way agreements in accordance with applicable requirements, to submit to the City for approval.

### **Negotiations**

Following the City's approval of just compensation, OPC will present the City's written purchase offer to the owner and/or owner's representative. Contact involve an interactive discussion with the property owner about his/her property; explanation of the project and its impacts to the property; explanation of the appraisal process and how the value was concluded and answer any questions or concerns the owners may have. All our agents are licensed with the DRE (CA Department of Real Estate) and trained to utilize a non-coercive, integrative communication style to overcome all hurdles in reaching a settlement in the most efficient manner possible. Our agents will communicate in good faith, with an open mind for creative solutions that would be mutually beneficial to all parties involved. In the event a counter proposal is made, OPC will evaluate its merits and make recommendations if an administrative adjustment or settlement is warranted based on the facts. OPC consults with the selected appraisal staff to provide supplemental research and analysis of property owner presented reports or theories. Supplemental negotiations, as applicable, may also include addressing any objection or question concerning the project the owner has by conferring with the City's Project Manager. Once an agreement is reached, OPC will submit the appropriate executed documents to the City for approval; including letters of recommendation with supporting documentation if an administrative settlement is being recommended.

The following scope of services is included as part of Acquisition and Negotiations:

1. Establish and maintain complete and current ownership files in a form acceptable to the City.
2. Receive and analyze title information, approved appraisal reports, and legal descriptions in enough detail to negotiate with property owners and other parties. Prepare a plan for title clearance for all parcels.
3. Prepare all offer letters, summary statements, and lists of compensable items of fixtures and equipment, in accordance with state or federal regulations and approval of City.
4. Present written purchase offers to owners or their representatives. Secure receipt of delivery of offer as practical and present and secure tenant information statements, as applicable. OPC will coordinate and work with any lending institutions involved in the foreclosure process.
5. Follow-up and negotiate, as applicable, with each property owner, as necessary; prepare and submit recommended settlement justifications to City for review and approval; review any independent appraisal secured by property owner; and coordinate reimbursement of appraisal fees (up to \$5,000) with City. Ongoing negotiations and settlement discussions will continue for a reasonable time after the initial offer or if settlement or impasse is reached sooner.
6. Prepare and assemble acquisition contracts, deeds, and related acquisition documents required for the acquisition of necessary property interests.

7. Maintain a diary report of all contacts made with property owners or representatives and a summary of the status of negotiations indicating attitude of owners, problem areas, and other pertinent information. Copies of all applicable written correspondence will be maintained in files.
8. Prepare an impasse letter for any parcel where, after diligent attempts to settle by negotiation, it appears eminent domain will be needed or prudent to acquire the needed interest.
9. Transmit executed acquisition documents to City. Each transmittal package shall include a fully executed and properly notarized deed(s), fully executed acquisition contract with attachments, and a brief settlement memorandum which summarizes pertinent data relative to the transaction.
10. Spanish speaking agents are available, as needed.

### **Escrow Coordination (OPC)**

Upon the City's approval of the appropriate documents, escrow will be opened by submitting an instruction letter providing the purchase contract, title insurance coverage, and notarized Deed to escrow agent. OPC will assist with any due diligence requirements and resolve adverse title conditions preceding the close of escrow and will coordinate payment of just compensation. The City will be furnished with copies of the recorded Deeds and title insurance policies following the close of escrow. During the course of the acquisition process, OPC will maintain a complete acquisition file of all correspondence, offers, and contacts with each property owner and the City; provide the City with written status reports at the prescribed interval and confer with the City's Project Manager as needed; maintain a current Acquisition Checklist showing each successfully negotiated parcel; and outline any special terms agreed to with a recommendation for City action.

**If by Negotiated Settlement:** Assist the escrow/title company in the following:

1. Open escrow and coordinate execution of closing instructions providing for title insurance coverage at the settlement amount.
2. Provide escrow officer with fully executed acquisition contract and notarized deed(s).
3. Work in conjunction with escrow officer to facilitate the clearance of title matters as set forth in the settlement memorandum and escrow instructions.
4. Assist escrow to secure full or partial reconveyance and/or subordination instruments from lien holders of record, if needed.
5. Review settlement statement for accuracy.
6. Coordinate deposit of acquisition price and estimated closing costs with escrow.
7. After the closing, review the title insurance policy for accuracy, if ordered.
8. Prepare and mail a letter to County Assessor requesting cancellation of taxes, if appropriate.

### **Relocation Planning (OPC)**

The URA and State regulations require a Relocation Plan be prepared when residential occupants are displaced. The relocation plan becomes a valuable tool in the relocation process as it helps the City and relocation team understand the displaced non-residential occupants' needs and the availability of adequate replacement sites. It will also identify estimated project relocation costs to assist with future project planning. OPC's Relocation Plan preparation services include:

1. Interview Project site occupants to determine project impacts and relocation needs.
2. Research the marketplace for available replacement sites.
3. Analyze survey and market study results and incorporate research data into a written Plan.
4. Prepare a detailed description of the relocation advisory services program, procedures for locating and referring eligible persons to replacement sites, the relocation payments to be made, a cost estimate for carrying out the plan, and identification of the source of the necessary funds.
5. Present the draft Relocation Plan to the City and revise as directed by the City.

### **Relocation Implementation (OPC)**

After the relocation plan is approved by the City OPC will begin to provide advisory services to any of the potential displaces. OPC will meet with the owner/tenant in person to explain the relocation process, the likely timeline, and the claims/reimbursement policies of the City. One factor that differentiates OPC from others is the level of

effort devoted to claimants. OPC believes in routine personal visits focused on the personal needs of the families being displaced. This not only speeds up the process but builds goodwill for the City using our service.

Before a final eligibility determination can be made, OPC must gather additional information such as documentation to verify current rental/mortgage payments, tenancy, household income, and special needs. At the same time, we will deliver specific information regarding the relocation program as part of our “personal presence” as discussed above. OPC staff will take the time to go through all the information provided and in essence, “teach” the relocation program to the potential displacee. We have found that while the relocation program and its goals are not complex, understanding the specifics of the process and payments can take a number of explanations before the individuals have a true understanding of what is required of them, as well as what is available to them, and how to fully utilize the relocation benefits to which they are entitled.

Available comparable replacement sites will be searched and a comparable housing analysis for determination of the occupant's eligibility amount will be prepared and delivered to the City for approval. Once an eligibility determination is made and approved by the City, a Notice of Eligibility (NOE) will be presented to the occupant and explained so they understand what their benefit amount is and what they must do in order to receive the monetary benefits. Our relocation agent will again work closely with the occupant, providing continued advisory services, referrals to replacement housing and assist in the claim preparation in order to secure the replacement housing chosen by the occupant and in the occupants moving choice.

During the course of the relocation process, OPC will maintain a complete relocation file of all correspondence and contacts with each occupant; provide the City with written status reports at the prescribed interval and confer with the City's Project Manager as needed; maintain a current Relocation Checklist showing each successfully completed tasks.

1. Conduct personal, on-site interviews with displacees to ascertain relocation needs and special requirements, if not previously conducted.
2. Inform displaced persons of available relocation assistance services and benefits and explain the relocation process.
3. Provide displacees with on-going advisory assistance.
4. Prepare and distribute the Notice of Eligibility, Vacate Notice, and other notices, as may be required. (All required notices will be delivered in person or sent general and certified mail to establish proof of service.)
5. Request, and collect, written documentation of occupancy of the project units, current rent, gross household income, utilities costs, age, disabilities, and identification of the occupants.
6. Determine eligibility for, and proposed amount of, relocation benefits, including moving payments and rental/down payment assistance payments.
7. Provide written referrals to replacement housing and assist displacees in locating replacement housing (up to five sets).
8. Inspect replacement dwellings to determine if they meet "decent, safe, and sanitary" requirements.
9. Prepare all applicable benefit claim forms, secure claimant's signatures on claim forms, and submit claim forms to the City for processing and payment (up to two RAP claims).
10. Monitor the move to the replacement site, as necessary.
11. Conduct vacate inspection and verify all personal property has been relocated from the Project site.
12. Deliver benefit checks and other appropriate payments to claimants.
13. Maintain necessary case documentation in compliance with applicable requirements.

## Optional Services

The following services are in addition to OPC's project management, acquisition, relocation, title services, and escrow coordination.

### Appraisal (subconsultant)

OPC will coordinate with the City's choice of appraisal consultant. During the appraisal process, OPC staff and the selected appraiser will provide the following services:

1. OPC will mail a notification letter and acquisition policies brochure to the property owner requesting permission to conduct an on-site inspection of the property, advising them of their right to accompany the appraiser at the time of the inspection and requesting information regarding the property appraised which could influence the appraised value.
2. Appraiser will review title information pertaining to respective ownerships and will review drawings and other pertinent information relative to the parcel.
3. Appraiser will inspect each property personally with the owner (if possible) and document the inspection with photographs for use in the report.
4. Appraiser will inventory all improvements affected by the proposed taking including notes on their manner of disposition (i.e., pay-for and remove vs. move back).
5. Appraiser will perform market research to support the selected appraisal methodologies and will document and confirm comparable sales information.
6. Appraiser will prepare a narrative appraisal report that conforms to the Uniform Standards of Professional Appraisal Practice (USPAP). The appraisal study and report are intended to serve as an acquisition appraisal and will be prepared in a summary format consistent with the specifications for narrative appraisal reports.
7. OPC will receive and analyze the completed appraisal reports and will reconcile the real estate and fixtures and equipment conclusions as necessary.

### Environmental Assessment (subconsultant)

OPC will coordinate with the City's choice of environmental firms to secure Phase I and, if needed, Phase II assessment reports for all parcels. OPC will secure HMDD forms for all parcels from the environmental firm.

The goal of the Phase I ESA is to identify Recognized Environmental Conditions (RECs) and therefore the discovery of potential environmental liabilities at a site. The nature and extent of such liabilities (as well as associated costs) are normally not defined until later phases of investigation have been performed.

Phase I ESAs commonly include:

1. Interviews with past and/or present owners, operators, and/or occupants.
2. Reviews of federal, tribal, state, and local government records (as presented in a database report provided by Environmental Data Resources [EDR]).
3. Review of Geotracker and Envirostor databases for California sites and the surrounding 0.5 mile radius of each site.
4. Visual inspection of the site and adjoining sites. Photographs of the site are taken and included in the final report to document site conditions.
5. Review of historical records covering site history from the time the site first contained structures or from the time the site was first used for residential, agricultural, commercial, industrial, or governmental purposes.
6. Review of available investigation documents for the site and surrounding area (soils, asbestos, etc.) to assess the potential for on-site contamination.
7. Report preparation.

Written Phase I ESA reports summarize site assessment findings and explain the development of conclusions and recommendations relating to potential environmental liabilities. Current and/or proposed future uses of a site (e.g., residential use, childcare facilities, etc.) will be important considerations when developing recommendations. If RECs are identified during the evaluation and preparation of the Phase I ESA report, SCS will communicate these findings and a Phase II Investigation will be recommended. The Phase I ESAs will typically be completed by a single staff member, with quality assurance/quality control (QA/QC) review by a senior professional.

### Eminent Domain Coordination (OPC)

OPC will coordinate with the City and the City's legal counsel for all required activities, including agency meetings, Resolutions of Necessity, and provide support for legal proceedings, as needed.

The following scope of services is included as a part of Eminent Domain Coordination:

1. Prepare a letter for the City signature, to eminent domain counsel requesting proceeding to condemnation.



2. Provide eminent domain counsel with available right of way maps and legal descriptions, preliminary title reports and title review documents, and information on how to contact each owner or interest holder.
3. Provide eminent domain counsel with a duplicate copy of the parcel file, together with a copy of the appraisal, offer to purchase, correspondence, acquisition contract, and deed as presented.
4. Convert preliminary title reports to litigation guarantees for eminent domain counsels' use. Title company fees (based on the value of the interest required) are additional.

### **Property Management/Maintenance (OPC)**

Based upon the understanding that all properties that will be acquired will be adjacent to a community park where children are present, the City may want to consider Property Management/Maintenance services in the time between securing possession and contractor mobilization. The following scope of services is included as part of Property Management/Maintenance services:

#### **Management Responsibilities**

Office and Long Beach based field staff will perform property management services in a competent and timely manner. Property management services shall include, but not be limited to, the following requirements and services:

1. OPC shall provide a 24-hour, 7 day a week emergency toll-free telephone number for Project tenants and others to call.
2. OPC shall collect rent from tenants pursuant to existing rent statements and lease agreements, or those to be created upon City's direction and executed on behalf of the City. Rents shall be deposited into a Trust Account set up by OPC in the City's name.
3. OPC shall notify tenants in writing of delinquent accounts, send out delinquent rent notices, and forward copies to the City, if requested.
4. OPC shall adhere to a "No Re-Rent" policy for relocation projects which stipulates that vacated units shall not be made available for re-occupancy.
5. OPC shall issue an itemized monthly invoice to the City for the prior month's services, fees, and charges. Such monthly invoices shall be approved and paid directly by the City.
6. OPC shall maintain a log of any and all information received that a tenant will be vacating or has vacated a Project unit and shall provide this information to the City on a regular basis.
7. Upon City's request, OPC shall coordinate the transfer of utility services after property purchases and coordinate the disconnection of utilities after properties have vacated and before demolition occurs.
8. OPC shall notify the City in writing, and the appropriate law enforcement authorities, in the event any injuries, damages, illegal entry, illegal occupancy, or disturbances occur at any Project unit.
9. OPC shall assist the City and City's Attorney when eviction becomes necessary. OPC shall consult with the attorney and prepare recommendations regarding evictions and other corrective actions. However, the City's attorney or appropriate legal counsel shall assume the lead role in all eviction proceedings.
10. OPC shall inform the City and make recommendations when the Project is not in compliance with laws and ordinances, or when standard practices cannot be implemented for property management activities.
11. OPC shall serve as a liaison between Project occupants and the City, including verbal communication in Spanish and other languages if needed.
12. Upon City's written request and approval, OPC shall regularly perform Project inspections to determine if there are illegal occupants (squatters), or if there is any visually apparent (i.e., noticeable without the need for extensive investigation) material damage to the Project.
13. OPC shall obtain and maintain, throughout the contract term, insurance coverage required by the City.

#### **Maintenance Responsibilities**

OPC's Long Beach based Property Maintenance crew shall provide maintenance services as described below. Maintenance responsibilities shall include, but not be limited to, the following services.

1. OPC shall make or coordinate immediate corrections/repairs of Project safety violations or unsafe conditions.
2. OPC shall provide a written report with pictures indicating any unusual corrective action that is needed to maintain or repair the Project.
3. OPC shall perform or contract with and oversee vendors for landscape maintenance, weed abatement, power washing, and debris and graffiti removal services.

4. OPC shall contract with and oversee vendors for services such as board-up, plumbing, pest control, waste removal, janitorial, handyman, and electrical repairs, or as required.
5. OPC shall respond to "Work Requests" and "Tenant Complaints". Initial response shall be within 24 hours of receipt of a Work Request or Tenant Complaint. If the situation cannot be resolved within 24 hours, OPC shall contact the tenant and City, if requested, to provide an estimated resolution date.

### **Landscape Services**

OPC's Long Beach based Property Maintenance crew shall perform or oversee gardening, small item debris removal, and other landscape maintenance services as needed to provide an appropriate level of maintenance.

1. Mow all grass as needed. This includes finishing with an edger or power whip.
2. Prune, hedge, and clip all shrubs and trim trees away from structures, fences, and walls to maintain proper head clearance
3. Remove trees and shrubs if requested by the City.
4. Remove all green waste and dispose of properly offsite if requested by the City.
5. Remove all large item debris if requested by the City.

### **Reporting Requirements**

OPC shall input and maintain current data and provide reports as described below. OPC agrees to utilize automated tracking and a regularly updated software system. Reports to City shall include, but not be limited to, the following services.

1. OPC shall maintain accurate accounting for all current and past Project tenants.
2. OPC shall provide a rent payment history each month.
3. OPC shall provide, on a regular basis, a vacancy report indicating all vacant units and the dates they were inspected by OPC staff.
4. OPC shall provide a report each month detailing amounts expended for utilities and other expenses.
5. OPC shall provide copies of work orders each month indicating repairs made, when, and where if requested.
6. OPC shall submit an accident/incident report within two business days of occurrence of any accident, injury, or incident causing significant property damage or illegal entry at the Project.
7. OPC shall provide the following accounting reports each month:
  - Income Statement (MTD and YTD)
  - Balance Sheet
  - Check Registers



## Fee Proposal

Based on our Project Understanding and the Scope of Services identified on the previous pages, our proposed fee to perform the requested services is summarized below. OPC will perform these services on a time and materials basis.

Scope	Notes	Fee
<b>Project Management</b>	Includes involvement in Project Development Team or similar meetings, monthly status updating, and management oversight of right of way program and subconsultants.	\$7,100
<b>Acquisition/Negotiation</b>	Includes acquisition activities, including negotiations with up to ten (10) property owners, as well as preparation of all necessary offer packages and agreements.	\$36,500
<b>Escrow Coordination/Title Clearance</b>	Includes preparation of escrow instructions, escrow agent coordination, and monetary encumbrance title clearance.	\$5,230
<b>Relocation Plan</b>	Includes preparation of a relocation plan as required under state guidelines as a result of up to ten (10) displacements.	\$4,000
<b>Relocation Implementation</b>	Includes all reasonably necessary relocation activities for up to ten (10) displacements.	\$32,000
<b>Total</b>		<b>\$84,830</b>

Optional Scope	Notes	Fee
Appraisal Services (subconsultant)	<ul style="list-style-type: none"> <li>Beth Finestone, MAI, AI-GRS, FRICS, CRE Integra Realty Resources - LA</li> <li>Kevin Donahue, MAI- Cushman &amp; Wakefield</li> <li>Elizabeth Kiley, MAI, AI-GRS- Integra Realty Resources- OC</li> </ul>	\$1,500-\$2,000 for each report
Environmental Services (subconsultant)	<ul style="list-style-type: none"> <li>SCS Engineers</li> <li>Fee available upon request</li> </ul>	\$5,000*
Eminent Domain Coordination Services (OPC)	<ul style="list-style-type: none"> <li>OPC</li> </ul>	\$2,000 per parcel**
Property Maintenance/ Management Services (OPC)	<ul style="list-style-type: none"> <li>OPC</li> <li>Fee available upon request. See hourly fees below.</li> </ul>	TBD

*\*Assumptions for Phase 1 Environmental fee (SCS Engineering) is based on the assumption that all ten parcels can be visited during one site visit and preparation of one report.*

*\*\*Additional condemnation support, including service of petitions, attendance of hearings, and provision of testimony will be provided at an hourly rate of \$165/hour.*

## OPC 2020 Schedule of Hourly Rates

### Management & Implementation

Senior Program Manager	\$250.00
Program Manager	\$200.00
Senior Project Manager	\$150.00
Project Manager/Project Controls Manager	\$130.00
Sr. Acquisition Agent/Sr. Relocation Agent/Sr. Analyst	\$115.00
Acquisition Agent/Relocation Agent/Analyst	\$105.00

### Property Management/Property Services

Property Management Supervisor	\$150.00
Property Manager	\$115.00
Property Services Supervisor	\$115.00
Community Liaison	\$105.00
Landscape Crewperson	\$40.00

### Project Support/Administrative

Project Support Specialist	\$75.00
Administrative Assistant	\$55.00

## Terms and Conditions

OPC considers local travel/mileage, photocopying, first class postage, telephone, facsimile, and mobile communication charges a normal part of doing business and such costs are included in the stated hourly rates. Out-of-pocket expenses including pre-approved travel and lodging, outside exhibit preparation, requested overnight courier or registered and/or certified mail (return receipt requested) charges, and specialty reproduction (unless otherwise specified) are in addition to the contract amount and will be charged at cost plus ten percent (+10%) for administration, coordination, and handling. Subcontracted services, other than those listed above, will be invoiced at cost plus ten percent (+10%).

In the event OPC is required to perform any act in relation to litigation arising out of any project with the Client (for example, expert consulting, responding to a complaint, or proceeding with discovery and trial), such services are not part of this contract, nor are they part of our normal fees. If required, these types of services will be invoiced at two (2) times the regular hourly rates.

In the event this contract extends twelve (12) months beyond the initial date of execution, the hourly rates and any remaining amount in the contract shall be adjusted upwardly by five percent (5%) per annum, compounded annually, on the anniversary date of this contract.

Written communication services in other languages would be an additional cost and would be billed separately based on quoted hourly rates by independent translation services. Verbal communication in Spanish, if necessary, will be included at no additional charge.

OPC will submit monthly invoices for the professional and trade services rendered based on the hourly rate schedule provided above. The client shall promptly pay the uncontested amount due within no more than thirty (30) days after receipt of invoice.

## **EXHIBIT "B"**

### **PERFORMANCE MILESTONES AND PHASES**

The following schedule shall serve as a timeline of Consultant's performance benchmarks and phases of work for purposes of determining City's payment of compensation under the Agreement. The full scope of services is set forth in Exhibit "A" of this Agreement. Bold dates indicate vital dates for payment as set forth in paragraph 3.3.2.4 of the Agreement.

#### **Phase 1: May 11, 2020 – July 10, 2020**

- Acquisition Support Services
  - Work with City's selected appraiser to issue appraisal letters to property owners explaining how the value was determined.
  - Contact homeowners to answer any questions or concerns regarding the acquisition process and prepare to make offers.
- Project Management
  - Complete comprehensive initial project planning, including policy and budget analysis and participation in informational meetings with City and vendor representatives.
  - Assist City's development of administrative policies, procedures, and forms necessary to carry out the relocation program.
- Present Draft Relocation Plan to City by June 15, 2020.

#### **Phase 2: July 11, 2020 – September 10, 2020**

- Deliver City's offer of acquisition to property owners by June 22, 2020.
- Revise Draft Relocation Plan according to City's direction by June 26, 2020.
- Prepare and deliver Notice of Eligibility.
- Circulate Draft Relocation Plan for required 30-day public review and comment period by July 1, 2020.

#### **Phase 3: September 11, 2020 – November 1, 2020**

- Incorporate any comments received on Draft Relocation Plan, and associated responses, into the Final Relocation Plan for approval.
- Execute Purchase and Sale Agreement with each willing property owner by July 22, 2020.
- Open Escrow.
- Prepare and deliver 90-day notice to vacate to each property owner by July 31, 2020.

**Phase 4: November 2, 2020 – January 1, 2021**

- Provide Relocation Assistance, including locating and documenting comparable dwellings for each claimant and provide initial referrals and three sets of additional housing referrals as necessary.
- Inspect replacement dwelling to ensure it meets decent, safe, and sanitary (DSS) requirements and complete a "DSS Inspection Report" on the replacement dwelling for each displaced household.

**Phase 5: January 2, 2021 – March 31, 2021**

- Finalize Relocation Assistance to ensure vacation of acquired properties by October 29, 2020.
- Close Escrow.

**Phase 6: April 1, 2021 – May 10, 2021**

- Verify vacation of acquired properties and secure a certificate of abandonment from each property owner.
- Deliver claim check to claimants in person (as feasible) and secure receipt of payment.



July 1, 2020

Andrea Mejia  
Management Analyst  
City of Artesia  
1877 Clarkdale Avenue  
Artesia, CA 90701

**Re:** A.J. Padelford Park Expansion Project-Relocation Cost Estimate  
Amendment No. 1

Dear Ms. Mejia:

Pursuant to our telephone discussions and your email authorizing the work to prepare a relocation cost estimate for the following properties:

11916 169<sup>th</sup> Street  
11918 169<sup>th</sup> Street  
11926 169<sup>th</sup> Street  
11928 169<sup>th</sup> Street  
11936 169<sup>th</sup> Street

The additional cost to complete the services referenced above is as follows:

Task	Additional Fee
Relocatoin Cost Estimate	\$700.00
<b>TOTAL</b>	<b>\$700.00</b>

Based on this additional work, our revised contract amount would be as follows:

Original Contract Amount	\$ 84,830.00
Amendment No. 1 (this change order)	\$ <u>700.00</u>
Total Amended Contract Amount	\$ 85,530.00

If the proposed Contract Amendment No. 1 meets your approval, please sign below and return to me and/or provide a contract change order authorization in a form acceptable to you. Should you have any questions or need additional information, please do not hesitate to contact me at (949) 307-1323.

Sincerely,

Overland, Pacific & Cutler, LLC

A handwritten signature in blue ink, appearing to read "Mona Montano".

Mona Montano

Accepted and Approved

A handwritten signature in blue ink, appearing to read "Williams Rawlings".

Williams Rawlings, City Manager



March 22, 2021

Andrea Mejia  
Management Analyst  
City of Artesia  
18747 Clarkdale Ave.  
Artesia, CA 90701

Submitted via email: [amejia@cityofartesia.us](mailto:amejia@cityofartesia.us)

**RE: Residential Acquisition and Relocation Services for Properties Located on 169th Street, Artesia, CA  
Change Order Request #2**

Dear Ms. Mejia:

Following our conversation with you on March 18<sup>th</sup>, **Overland, Pacific & Cutler, Inc. (OPC)** has prepared the ensuing change order request to update up to three (3) comparable housing analysis (CHA) reports for properties identified on 169<sup>th</sup> Street in Artesia, CA. This work is needed as part of our acquisition and relocation services for the expansion of the A.J. Padelford Park facility for the City of Artesia (City, or Client).

As your right of way consultant for the subject Project, OPC's additional scope of work as discussed will include:

- ✓ Additional coordination and meetings with residents
- ✓ Additional property research for CHA and Notice of Eligibility (NOE)
- ✓ Document preparation for CHA and NOE

Based on the additional work required, our fee to provide the necessary additional services is as follows:

Scope - Amendment #1	Hours per Case	Fees per Case
Project Management	2	\$300
Additional Resident Coordination / In-Person Meetings	3	\$345
NOE / CHA Document Preparation and Research	5	\$575
<b>Total</b>		<b>\$1,220</b>

Our total cost for up to three (3) properties will not exceed **\$3,660**.

If this meets with your approval, our revised contract amount will be as follows:

Contract Amendments	Fees
Prior Contract Amount	\$84,830.00
Amendment #2	\$3,660.00
<b>Total New Contract Amount:</b>	<b>\$ 88,490.00</b>

For this change order, our same rates and contract terms and conditions as proposed in 2020 will be in effect.

If the proposed change order meets your approval, please sign below and return to OPC and/or provide a contract change order authorization in a form acceptable to you. Should you have any questions or need additional information, please contact Senior Project Manager Roy Guinaldo via cell at 562.755.6727 or at 562.304.2000 or via email at [RGuinaldo@opcservices.com](mailto:RGuinaldo@opcservices.com). We appreciate your continued interest and trust in OPC and look forward to completing the above scope of work.

Sincerely,



Roy Guinaldo  
Senior Project Manager  
OPC

Accepted, Authorization to Proceed:  
Contract Amendment #2: \$3,660.00



Name:

3/25/21

Date:

**CITY OF ARTESIA  
THIRD AMENDMENT TO  
AGREEMENT FOR PROFESSIONAL ACQUISITION SERVICES**

**1. PARTIES AND DATE.**

This Third Amendment to the Agreement for Acquisition Services ("Third Amendment") is entered into on the \_\_\_\_\_, 2021, by and between the City of Artesia (hereinafter referred to as the "City") and Overland, Pacific & Cutler, LLC. (hereinafter referred to as the "Consultant"). City and Consultant are sometimes collectively referred to herein as the "Parties."

**2. RECITALS.**

2.1 Agreement. The Parties entered into that certain Agreement for Acquisition Services dated May 11, 2020 ("Agreement").

2.2 First Amendment. The Parties entered into the First Amended on July 1, 2020 to amend the scope to provide a relocation cost estimate and increased the compensation by \$700.

2.3 Second Amendment. The Parties entered into the Second Amendment on March 22, 2021 to amend the scope to provide updated comparable housing analyses and notices of eligibility for relocation benefits and increased the compensation by \$3,660.

2.4 Third Amendment. The Parties now desire to amend the Agreement in order to extend the term and to increase the total compensation under the Agreement as provided herein.

**3. TERMS.**

3.1 Term. The Agreement is hereby amended to extend the termination period from the Original Agreement Term of May 11, 2020 to March 31, 2022 under this Third Amendment.

3.2 Compensation. The total compensation for the Services provided pursuant to the Agreement shall not exceed \$150,825 without written approval of the City Council or City Manager, as applicable. Consultant shall receive compensation, including authorized reimbursements, for all Services rendered under this Third Amendment at the rates set forth in Exhibit "A" attached hereto and incorporated herein by reference. The City Manager will have authority to approve Extra Work within 10% of the total compensation.

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

*[Signatures on following page]*



**SIGNATURE PAGE TO THIRD AMENDMENT BETWEEN CITY OF ARTESIA AND  
OVERLAND, PACIFIC & CUTLER, LLC.**

IN WITNESS WHEREOF, the parties have executed this Third Amendment to  
Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF ARTESIA**

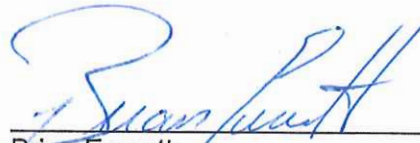
**OVERLAND, PACIFIC & CUTLER, LLC.**

By:



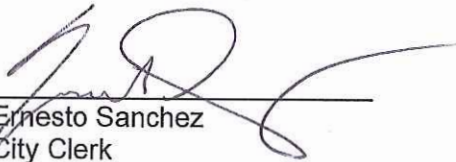
William Rawlings  
City Manager

By:



Brian Everett  
President and Chief Executive Officer

*Attest:*



Ernesto Sanchez  
City Clerk

*Approved as to Form:*



Best Best & Krieger LLP  
City Attorney



"Service Builds Tomorrow's Progress"

## THE CITY OF ARTESIA, CALIFORNIA

18747 CLARKDALE AVENUE, ARTESIA, CALIFORNIA 90701

Telephone 562 / 865-6262

FAX 562 / 865-6240

March 31, 2022

Roy Guinaldo  
Senior Project Manager  
Overland, Pacific & Cutler, LLC.  
5000 Airport Plaza Drive, Suite 250  
Long Beach, CA 90815

RE: Professional Acquisition and Relocation Services Contract Extension

Dear Mr. Guinaldo:

The City of Artesia (City) would like to extend the Professional Services Agreement between the City and Overland, Pacific & Cutler, LLC for residential acquisition and relocation services, as specified in Section 3.1.2 of the Agreement. The term of the extension shall be from March 31, 2022 to March 31, 2023. There is no other change to the terms set forth in the Agreement.

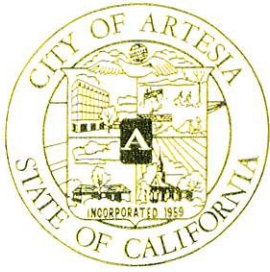
If the extension meets your approval, please sign below and return to the City of Artesia. Should you have any questions or need additional information, please contact me at (562) 865-6262 or at [ejoseph@cityofartesia.us](mailto:ejoseph@cityofartesia.us). We look forward to our continued work together.

Sincerely,

Accepted and Approved

  
Eric Joseph, Management Analyst

  
Roy Guinaldo, Senior Project Manager



"Service Builds Tomorrow's Progress"

## THE CITY OF ARTESIA, CALIFORNIA

18747 CLARKDALE AVENUE, ARTESIA, CALIFORNIA 90701

Telephone 562 / 865-6262

FAX 562 / 865-6240

August 23, 2023

Roy Guinaldo  
Senior Project Manager  
Overland, Pacific & Cutler, LLC.  
5000 Airport Plaza Drive, Suite 250  
Long Beach, CA 90815

RE: Professional Acquisition and Relocation Services Contract Extension

Dear Mr. Guinaldo:

The City of Artesia (City) would like to extend the Professional Services Agreement between the City and Overland, Pacific & Cutler, LLC for residential acquisition and relocation services, as specified in Section 3.1.2 of the Agreement. The term of the extension includes all work performed from March 31, 2023 to March 31, 2024. There is no other change to the terms set forth in the Agreement.

If the extension meets your approval, please sign below and return to the City of Artesia. Should you have any questions or need additional information, please contact me at (562) 865-6262 or at [lnacionales-tafoya@cityofartesia.us](mailto:lnacionales-tafoya@cityofartesia.us). I am glad that we are continuing our work together.

Sincerely,

Leslie Nacionales-Tafoya, Management Analyst

Accepted and Approved

DocuSigned by:

2A2CAC74068F480...



# CITY COUNCIL AGENDA REPORT

---

**MEETING DATE:** November 18, 2024

**ITEM NO:** 9F.

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

**SUBJECT:** Introduction of An Ordinance Relating to Time, Date, and Location of the Placement of Solid Waste Collection Containers

**FROM:** Okina Dor, Community Development Director  
HongDao Nguyen, City Attorney

**REVIEWED AND APPROVED BY:**

Melissa Burke, Deputy City Manager  
Abel Avalos, City Manager

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**RECOMMENDATION:**

Staff recommends that the City Council introduce, as read by title only, Ordinance No. 24-964, An Ordinance of the City Council of the City of Artesia, California, Amending Section 6-2.114 of Chapter 2 (Solid Waste and Recycling) of Article 1 (Garbage, Rubbish, and Waste Materials) of Title 6 (Sanitation and Health) of the City of Artesia Municipal Code Relating to the Time, Date, and Location of the Placement of Containers for Waste Collection and Finding the Action Exempt from CEQA Under Title 14 of the California Code of Regulations § 15061(b)(3).

**BACKGROUND:**

The City currently regulates the collection and disposal of garbage, solid waste, recyclable materials, organic waste, refuse, rubbish, offal, trimmings, and other refuse matter within the City, pursuant to Chapter 2 of Title 6 of the City of Artesia Municipal Code ("AMC"). The City has regularly updated the Chapter to reflect developments in state law; for example, waste diversion and reduction programs mandated by CalRecycle.

Pursuant to AMC Section 6-2.114 (Containers: Placement for Collection), the City regulates when and where commercial and residential waste containers shall be placed for garbage collection. Section 6-2.114 mandates that each container for holding solid waste, recyclable materials, and organic waste be kept on the premises of the person using the container. On the day designated for garbage collection, containers are placed for collection as specified by the municipal code. At premises adjacent to a dedicated paved alley, waste containers are placed in the alley for collection. Where premises are not adjacent to an alley, such as homes in residential neighborhoods, waste containers are placed on the curb in front of the premises.

However, AMC Section 6-2.114 does not provide a definitive timeframe for when waste containers must be removed from an alley or curb after garbage collection. The City has been made aware that some residents regularly leave waste containers on the curb in front of their residences for multiple days after garbage collection. This practice obstructs the public right-of-way and limits public parking along residential streets. Moreover, waste containers left on the street also attract pests, emit unpleasant smells, attract unwanted behaviors such as "dumpster-diving," and generally create an eyesore in residential neighborhoods.

These issues prompted the City to review the AMC to see if the regulations could be strengthened to address these problems.

#### **ANALYSIS:**

Staff recommends that the City Council consider amending AMC Section 6-2.114 to include express language addressing when waste containers must be removed from alleys and curbs following garbage collection.

The proposed ordinance would amend AMC Section 6-2.114 to permit containers for solid waste, recyclable materials, and organic waste to be placed in an alley, street, or on a curb no earlier than **6:00** PM the night before the designated garbage collection day. The proposed ordinance would also require that containers be removed no later than **8:00** PM on the designated garbage collection day. These regulations are consistent with similar ordinances in surrounding jurisdictions such as the cities of Bellflower, Cerritos, Hawaiian Gardens, and Lakewood.

The proposed ordinance would also amend Section 6-2.114 to reference enforcement remedies. Violations would be punishable as a misdemeanor, infraction, or as an administrative and/or civil fine pursuant to AMC Chapter 1-2 (Penalty Provisions and Judicial Challenges) and Chapter 1-7 (Administrative Citations). For each and every day that a violation persists, the violation shall be treated as a separate occurrence and considered a separate offense.

#### **ENVIRONMENTAL:**

Under Title 14 of the California Code of Regulations section 15061(b)(3), the California Environmental Quality Act ("CEQA") does not apply to a project where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment. The adoption of the proposed ordinance would be exempt from CEQA under this statute, because it is certain that there is no possibility that the proposed ordinance may have a significant effect on the environment.

#### **FISCAL IMPACT:**

There is no fiscal impact associated with approval of Ordinance No. 24-964.

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

Staff recommends that the City Council introduce, as read by title only, Ordinance No. 24-964, An Ordinance of the City Council of the City of Artesia, California, Amending Section 6-2.114 of Chapter 2 (Solid Waste and Recycling) of Article 1 (Garbage, Rubbish, and Waste Materials) of Title 6 (Sanitation and Health) of the City of Artesia Municipal Code Relating to the Time, Date, and Location of the Placement of Containers for Waste Collection and Finding the Action Exempt from CEQA Under Title 14 of the California Code of Regulations § 15061(b)(3).

#### **Attachments**

[Ord 24-964.pdf](#)

ORDINANCE NO. 24-964

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARTESIA, CALIFORNIA, AMENDING SECTION 6-2.114 OF CHAPTER 2 (SOLID WASTE AND RECYCLING) OF ARTICLE 1 (GARBAGE, RUBBISH, AND WASTE MATERIALS) OF TITLE 6 (SANITATION AND HEALTH) OF THE CITY OF ARTESIA MUNICIPAL CODE RELATING TO THE TIME, DATE, AND LOCATION OF THE PLACEMENT OF CONTAINERS FOR WASTE COLLECTION AND FINDING THE ACTION EXEMPT FROM CEQA UNDER TITLE 14 OF THE CALIFORNIA CODE OF REGULATIONS § 15061(b)(3)

WHEREAS, the City of Artesia, California ("City") is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, pursuant to Cal. Const. Art. XI, Sec. 7 and under the City's general police powers, the City is empowered and charged with responsibility for the health, safety, and welfare of its residents; and

WHEREAS, the City regulates the collection and disposal of garbage, solid waste, recyclable materials, organic waste, refuse, rubbish, offal, trimmings, and other refuse matter within the City, pursuant to Chapter 2 of Title 6 of the City of Artesia Municipal Code ("AMC"); and

WHEREAS, pursuant to AMC Section 6-2.114 (Containers: Placement for Collection), the City regulates when and where containers for holding solid waste, recyclable materials, and organic waste shall be placed for collection. When not placed for collection, the City regulates where the containers shall be stored; and

WHEREAS, AMC Section 6-2.114 does not prescribe specific timeframes by which containers for holding solid waste, recyclable materials, and organic waste must be removed from the public right-of-way after the time of collection. The City is aware that some containers regularly obstruct the public right-of-way for extended periods of time after the time of collection, causing health and safety concerns due to the interrupted access to public roadways and limits public parking; and

WHEREAS, moreover, waste containers left on the street also attract pests, emit unpleasant smells, attract unwanted behaviors such as "dumpster-diving," and generally create an eyesore in residential neighborhoods; and

WHEREAS, the City now desires to amend AMC Section 6-1.114 to establish clear regulations regarding when containers for holding solid waste, recyclable materials, and organic waste may be placed for collection, and when containers must be stored out of the public right-of-way before and after the time of collection.



NOW, THEREFORE, the City Council of the City of Artesia does ordain as follows:

Section 1. Incorporation. The recitals above are each incorporated by reference and adopted as findings by the City Council.

Section 2. CEQA. Under Title 14 of the California Code of Regulations section 15061(b)(3), the California Environmental Quality Act ("CEQA") only applies to projects which have the potential for causing a significant effect on the environment. Where it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment, the activity is not subject to CEQA. Therefore, the adoption of this Ordinance is statutorily exempt from CEQA in that it is certain that there is no possibility that the proposed Ordinance may have a significant effect on the environment.

Section 3. Code Amendment. Section 6-2.114 of the Artesia Municipal Code is hereby amended as set forth below, with additions shown in underline and deletions in ~~strikethrough~~, attached hereto and incorporated herein by reference:

"§ 6-2.114 Containers: Placement for Collection.

Each container for holding solid waste, recyclable materials, and organic waste shall be kept on the premises of the person providing the container; provided, however, on the day designated for collection and before the time collection begins in the district in which such premises are located, such containers shall be placed for collection as follows:

- (a) On any premises adjacent to a dedicated paved alley in a block with access to such alley at each end of the block, such containers shall be placed on or within two feet of the rear property line of such premises and shall be readily accessible for collection from the alley. Each such premises shall be identified by the street address of such premises, which address shall be painted and maintained legibly in numbers not less than two inches in height placed on each container or on a fence or other structure at the rear of such premises and abutting on such alley. It is the responsibility of the owner or occupant of such premises to comply with the requirements of this subsection. Should he or she fail to do so, the City may paint such numbers and charge the cost thereof to such owner or occupant.
- (b) Where such premises are not adjacent to an alley which is paved and dedicated, with access to such alley from each end of the block, each such container shall be placed on the curb in front of the premises occupied by the person placing the container or on the curb at the side of the premises where such premises are adjacent to more than one street.
- (c) No person shall place, or cause, or allow to be placed a container for solid waste, recyclable materials, and/or organic waste for collection on a street, curb, or alley before 6:00 p.m. on the day immediately prior to the day designated for such collection; nor shall any person permit such container or containers to remain thereat after 8:00 p.m. on the designated day of collection. Notwithstanding section 6-2.121 of this Chapter, every violation of this subsection (c) shall be punishable, at the sole discretion of the City, as a misdemeanor or infraction pursuant to Chapter 1-2 of this Code, or by civil and/or administrative fines

pursuant to Chapter 1-7 of this Code. Each such person violating is guilty of a separate offense for each and every day during any portion of which such violation is committed.

(d) It is unlawful for any person to place any solid waste, recyclable materials, and organic waste accumulating on any premises within the City in a container for solid waste, recyclable materials, and organic waste accumulated in, upon, or from any other premises within the City; nor shall any person place any such container for the collection of solid waste, recyclable materials, and organic waste in, upon, in front of, or in the rear of any premises other than that at which the solid waste, recyclable materials, or organic waste was generated.”

Section 4. Effective Date. This Ordinance will become effective 30 days following its adoption.

Section 5. Publication. The City Clerk directed to certify to the adoption of this Ordinance and post or publish this Ordinance as required by law.

Section 6. Severability. If any provision of this Ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable. The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

Section 7. Record of Proceedings. The documents and materials associated with this ordinance that constitute the record of proceedings on which these findings are based are located at 18747 Clarkdale Avenue, Artesia, California, 90701. The City Clerk is the custodian of the record of proceedings

PASSED, APPROVED AND ADOPTED by the City Council of the City of Artesia, California, at a regular meeting of the City Council held on the 16th day of December, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney, Best Best & Kriger





# CITY COUNCIL AGENDA REPORT

---

**MEETING DATE:** November 18,  
2024

**ITEM NO:** 9G.

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

**SUBJECT:** Addition of Regular December Council Meeting

**FROM:** Jennifer Alderete, City Clerk<br>

**REVIEWED AND APPROVED BY:**

Melissa Burke, Deputy City Manager<br>Abel Avalos, City Manager<br>

---

## **RECOMMENDATION:**

It is recommended that the City Council approve the addition of December 16, 2024 Regular Meeting at 7:00 p.m.

## **BACKGROUND:**

Regular Council meetings are held on the second Monday of each month per the Artesia Municipal Code. The December meeting will include the Council reorganization, certification of election results, and administration of the oaths of office to the Councilmembers elected in the November 5 election, with a reception to follow. Historically, the business portion of the December meeting has been addressed at an adjourned meeting. Staff is requesting the addition of a regular council meeting on December 16, 2024 at 7:00 p.m.

## **FISCAL IMPACT:**

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



# CITY COUNCIL AGENDA REPORT

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**MEETING DATE:** November 18, 2024

**ITEM NO:** 10A.

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

**SUBJECT:** Introduction of an Ordinance Granting Golden State Water Company a Franchise Agreement

**FROM:** Karen Lee, Special Projects Manager

**REVIEWED AND APPROVED BY:**

Melissa Burke, Deputy City Manager

Jamie Murguia, Finance Manager

HongDao Nguyen, City Attorney

Abel Avalos, City Manager

---

**RECOMMENDATION:**

1. Open and conduct a public hearing; and
2. By motion, introduce for first reading of Ordinance No. 24-957, An Ordinance of the City Council of the City of Artesia, California, Granting to Golden State Water Company, A California Corporation, the Right, Privilege and Franchise to Lay and Use Pipes and Appurtenances for Transmitting and Distributing Water For Any and All Purposes Under, Along, Across, or Upon the Public Streets, Ways, Alleys, and Places, as the Same or Now or May Hereafter Exist, Within Said Municipality.

**BACKGROUND:**

At the October 14, 2024, regular City Council meeting, the City Council adopted Resolution No. 24-3017, which repealed Resolution No. 24-3012 and declared the Council's intention to adopt an ordinance granting Golden State Water Company ("Golden State") a water pipeline franchise in the City of Artesia. Notice of the City Council public hearing was published in the Los Cerritos Community News on October 18, 2024, in accordance with the Artesia Municipal Code (AMC) and Government Code Sections 65090, 65091, 65856(b) and 65867.

**ANALYSIS:**

Staff negotiated a new franchise agreement with Golden State, which is memorialized in proposed Ordinance No. 24-957. If adopted, the proposed ordinance will:

- Establish a 10-year term for the franchise agreement;
- Require Golden State to comply with construction standards at the federal, state, and local levels;
- Provide the City 2% of Golden State's gross annual receipts; and
- Reimburse the City for the costs of publishing the public hearing notice.

If adopted, the proposed ordinance will become effective 30 days after the second reading.

**FISCAL IMPACT:**

Currently, the City receives annual Franchise Fees from Golden State on a formula basis of 2% of gross annual receipts. With the adoption of this agreement, the City will continue to receive annual Franchise Fees on the same percentage basis. For background, the City received \$76,931 in Fiscal Year 2023-24, and \$59,859 in Fiscal Year 2022-23.

**RECOMMENDED COUNCIL ACTION:**

1. Open and conduct a public hearing; and
2. By motion, introduce for first reading Ordinance No. 24-957, An Ordinance of the City Council of the City of Artesia, California, Granting to Golden State Water Company, A California Corporation, the Right, Privilege and Franchise to Lay and Use Pipes and Appurtenances for Transmitting and Distributing Water For Any and All Purposes Under, Along, Across, or Upon the Public Streets, Ways, Alleys, and Places, as the Same or Now or May Hereafter Exist, Within Said Municipality.

**Attachments**

[Ordinance 24-957.pdf](#)

ORDINANCE NO. 24-957

**AN ORDINANCE OF THE CITY OF ARTESIA, CALIFORNIA, GRANTING TO GOLDEN STATE WATER COMPANY, A CALIFORNIA CORPORATION AND PUBLIC UTILITY, THE RIGHT, PRIVILEGE AND FRANCHISE TO LAY AND USE PIPES AND APPURTENANCES FOR TRANSMITTING AND DISTRIBUTING WATER FOR ANY AND ALL PURPOSES UNDER, ALONG, ACROSS, OR UPON CERTAIN PUBLIC STREETS, WAYS, AND ALLEYS, AS THE SAME NOW OR MAY HEREAFTER EXIST, WITHIN SAID MUNICIPALITY**

**RECITALS**

A. On May 12, 1986, the City Council of the City of Artesia adopted Ordinance No. 383 granting a 25-year franchise to Southern California Water Company to lay and use pipes and appurtenances for transmitting and distributing water in and along the City's public streets, which franchise began on June 1, 1986.

B. Southern California Water Company changed its name to Golden State Water Company on September 16, 2005, by filing an amendment to its Articles of Incorporation.

C. The franchise expired on May 31, 2011.

D. Golden State Water Company desires to continue to lay and use pipes and appurtenances for transmitting and distributing water in, under, across and along the City's public streets, and has agreed to enter into a new franchise agreement for such purpose.

**AGREEMENT**

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARTESIA DOES ORDAIN AS FOLLOWS:

**Section 1. Definitions.** Whenever in this Ordinance the words or phrases hereinafter in this section defined are used, they shall have the respective meanings assigned to them in the following definitions (unless, in the given instance, the context wherein they are used shall clearly import a different meaning):

(a) "Act" shall mean the Franchise Act of 1937 set forth in Public Utilities Code §§ 6201-6302, as it may be amended from time to time.

(b) "Applicable Law" shall mean all present or future federal, state, municipal, or local laws, rules, regulations, ordinances, codes, orders, permit requirements, judgments, injunctions, or decrees, or any judgment or order or decree by a court applicable to the Franchisee or any of the Franchisee's Facilities or activities not

preempted by the California Public Utilities Code, the California Constitution or other provisions of applicable law.

(c) “Code” means the California Public Utilities Code.

(d) “CPUC” shall mean the California Public Utilities Commission.

(e) “Engineer” shall mean the City Engineer of the City, or designee.

(f) “Facility” or “Facilities” shall mean all property owned or used by the Franchisee in connection with this Franchise, including, but not limited to, traps, manholes, conduits, valves, appliances, attachments, pipelines, and service connections to the Franchisee's Facilities, whether installed by the Franchisee or not, erected, constructed, laid, operated or maintained in, upon, over, under, along or across any public street pursuant to any right or privilege granted by this Franchise.

(g) “Franchise” shall mean the rights granted to Franchisee hereunder pursuant to the City’s police power and applicable provisions of the Act, and any revisions thereto.

(h) “Franchisee” shall mean Golden State Water Company, a California corporation and public utility within the meaning of Public Utilities Code § 216, and its lawful successors or assigns.

(i) “Lay and Use” shall mean to lay, construct, erect, install, operate, maintain, use, repair, replace, relocate, remove or abandon.

(j) “Ordinance” shall mean this Ordinance granting this Franchise to Franchisee, unless otherwise noted.

(k) “Person” shall mean any individual, person, firm, partnership, or corporation.

(l) “Pipes and Appurtenances” shall mean pipe, pipeline, main, service, trap, vent, vault, fire hydrant, manhole, meter, gauge, regulator, valve, conduit, appliance, attachment, appurtenance, and any other property located or to be located in, upon, along, across, under, or over the streets of the City, and used or useful in transmitting and distributing water. “Pipes and appurtenances” does not include poles unless approval is obtained pursuant to applicable law.

(m) “Streets” shall mean the public streets, ways, and alleys as the same now or may hereafter exist within the City, other than state freeways or highways.

(n) “Water” shall mean water of any type, including, without limitation, potable water, reclaimed water and wastewater.

(o) “Work” means any and all construction, installation, repair, maintenance, removal, or relocation of any pipes and appurtenances or other improvements performed under this Franchise.

## **Section 2. Grant of Franchise and Term.**

(a) **Grant of Franchise.** The right, privilege and franchise, subject to each and all of the terms and conditions contained in this Ordinance, and pursuant to the Act, is hereby granted to the Franchisee, to use, or lay and use, pipes and appurtenances for transmitting and distributing water for any and all purposes, in, under, along, across, or upon the streets of the City.

(b) **Term.** The term of this Franchise shall be for a period of ten (10) years unless the term is shortened pursuant to subsection (c). This Franchise shall endure in full force and effect during that term (i) until the same shall, with the consent of the CPUC, be voluntarily surrendered or abandoned by its possessor, (ii) until the State of California or some municipal or public corporation thereunto duly authorized by law shall purchase by voluntary agreement or shall condemn and take under the power of eminent domain, all property actually used and useful in the exercise of this Franchise, and situated within the territorial limits of the State, municipal or public corporation purchasing or condemning such property, or (iii) until this Franchise shall be forfeited for noncompliance with its terms by the Franchisee.

(c) **Franchise Re-Opener.** Notwithstanding the term of this Franchise at subsection (b), the City reserves the right to assess Franchisee’s performance under this Franchise every five (5) years. Should the City Council find that Franchisee’s performance is inadequate, the City may, in its sole discretion, send Franchise a notice to re-open the Franchise and require additional terms and provisions to improve and address Franchisee’s performance under this Franchise. Should the City and Franchisee be unable to resolve Franchisee’s performance inadequacies within thirty (30) days of the re-opener, the City may terminate this Franchise in accordance with subsection (d).

(d) **Expiration.** This Franchise shall terminate upon the expiration of the term. If Franchisee continues to operate its pipes and appurtenances upon expiration of this Franchise, then such holding over shall constitute a renewal of this Franchise basis, until such time as the terms of a new Franchise have been approved by the City Council and accepted by Franchisee, unless the City provides Franchisee at least ninety (90) days’ written notice that the City Council has elected not to renew the Franchise and the City does not thereafter accept the payment by Franchisee of any franchise fee set forth in Section 4. The terms of this Franchise shall otherwise remain in full force and effect during the holdover period, including, without limitation the franchise fee payment provisions set forth in Section 4 of this Franchise.

(e) **Non-Exclusivity.** The granting of this Franchise shall not be construed to prevent the City from granting any identical or similar franchise to any entity other than Franchisee so long as such grant does not unreasonably interfere with the use of this Franchise by Franchisee or violate any provision of the Code.

### **Section 3. Franchise Acceptance.**

No later than thirty (30) days after the adoption of this ordinance, the Franchisee shall file with the City Clerk a written acceptance of the Franchise hereby granted, and a statement to comply with the terms and conditions hereof. For purposes of measuring the Franchise term, the effective date of this Franchise shall be thirty (30) days following adoption of the Ordinance granting the Franchise. This Franchise shall be null and void if Franchisee's written acceptance is not filed within the time prescribed by this Section 3.

### **Section 4. Annual Franchise Fee & Costs.**

(a) Franchise Fee. The Franchisee shall pay to the City at the time hereinafter specified, in lawful money of the United States, a sum annually that shall be equivalent to two percent (2%) of the gross annual receipts of the Franchisee arising from the use, operation, or possession of this Franchise; provided, however, that such payment shall in no event be less than one percent (1%) of the gross annual receipts of the Franchisee derived from the sale of water within the limits of the City under this Franchise; and further that in the event the Legislature shall amend the Act to permit a franchise payment greater than the percentage formula specified herein, the Franchise fee agreed upon herein shall be automatically changed to the level expressed by the Legislature in amending such Act.

(b) Publication Costs. Franchisee shall pay to City a sum of money sufficient to reimburse it for all publication expenses incurred by it in connection with the granting of this Franchise, such payment to be made within thirty (30) days after the City furnishes Franchisee with a written statement of such expenses.

(c) Permit Fees. Franchisee shall pay all applicable permit fees, as they may be adopted and amended from time to time to the extent reasonable and otherwise permitted by applicable law.

(d) Other Fees. Payment of fees and costs made by Franchisee to City pursuant to this Section are in addition to, and exclusive of, any and all lawfully authorized taxes and other fees, levies, or assessments now in effect or subsequently adopted in accordance with applicable laws.

### **Section 5. Verified Statement of Gross Receipts; Payment of Franchise Fee; Audit.**

(a) Verified Statement of Gross Receipts. The Franchisee of this Franchise shall file with the City Clerk within three (3) months after the expiration of the calendar year, or fractional calendar year, following the date of the grant of this Franchise, and within three (3) months after the expiration of each and every calendar year thereafter, a duly verified statement showing in detail the following:

i. The total gross receipts received by the Franchisee, its successors or assigns, from the use, operation or possession of this Franchise during the preceding calendar year, or fractional calendar year;

ii. The total gross receipts received by the Franchisee from the sale of water within the limits of the City;

iii. The method and supporting calculations used to calculate the franchise fees which are payable to the City in accordance with this Franchise;

iv. Any change in the footage or internal diameter of pipelines, segregating such footage as to new pipelines laid or acquired during the preceding calendar year, pipelines in territory that was annexed or incorporated during the preceding calendar year and pipelines removed or abandoned in place during the preceding calendar year;

v. The permit number of each permit obtained during the year with respect to operations under this Franchise; and

vi. If cathodic protection is used for pipes or appurtenances installed or maintained pursuant to this Franchise, the location and types of anodes, including a description of the methods used as a protection against corrosion and electrolyte leakage.

City shall have the authority to reasonably dispute any verified statement.

(b) Payment of Franchise Fee. It shall be the duty of the Franchisee to pay to the City within fifteen (15) calendar days after the time of or mailing such statement in lawful money of the United States, the specified percentage of its gross receipt for the calendar year, or such fractional calendar year, covered by such statement. Any neglect, omission or refusal by the Franchisee to file such verified statement, or to pay the percentage, at the times or in the manner herein before provided, shall be grounds for the declaration of a forfeiture of this Franchise and of all rights hereunder.

i. Franchise fee due from Franchisee is delinquent if not received by the City on or before the due date during normal business hours. Should the due date occur on a weekend or holiday, the franchise fee must be received by the City during the business hours of the first regular working day following the weekend or holiday. If Franchisee fails to remit the franchise fee on or before the due date, and the remittance is not cured by Franchisee within thirty (30) days' written notice by the City, Franchisee shall pay interest at the rate of two percent (2.0%) per month of any fraction thereof on the amount of the fee from the date on which the fee first became delinquent, until paid. Subject to Section 5 hereof, any neglect, omission, or refusal by the Franchisee to file the verified statement, or to pay the percentage at the times or in the manner hereinbefore provided, shall constitute grounds for the declaration of forfeiture of this franchise and of all rights hereunder.



(c) **Audit.** The City may, at any time, upon reasonable notice and during normal business hours, but no more than once a year, request an audit of the Franchisee's accounting of the annual Franchise fees paid to the City to confirm that the Franchisee is accurately calculating the annual Franchise fees paid to the City and that the Franchisee is accurately reporting the Franchisee's gross annual receipts. Unless otherwise required by law, the City shall maintain confidentiality of all information provided by the Franchisee to the City in connection with such audit that the Franchisee has informed the City is confidential. Unless otherwise required by law, nothing herein shall be construed to require the Franchisee to make available to the City, its officials, employees, agents, or other representatives information that constitutes private or confidential information pertaining to specific customers of the Franchisee without the consent of such customers. All books and records of Franchisee relating to the calculation of the franchise fee for any calendar year shall be maintained by Franchisee for a period of at least four (4) years following delivery of the verified statement for such year. Franchisee shall reimburse the City for its actual and reasonable expense in performing an audit to the extent Franchisee has underpaid the City in equal to or in excess of five percent (5%) of what was owed. To the extent such underpayment is below five percent (5%) or if Franchisee overpaid the City, the City shall be solely responsible for its audit cost.

**Section 6. Prior Franchises.** This grant is made in lieu of all other franchises owned by the Franchisee, or by any successor of the Franchisee to any rights under this Franchise, for laying and using pipes and appurtenances for transmitting and distributing water in the streets and the acceptance of this Franchise hereby granted shall operate as an abandonment of all such franchises within the limits of the City, as such limits now or may hereafter exist, in lieu of which this Franchise is granted, except any franchise derived under Section 19 of Article XI of the Constitution of the State of California, as that section existed prior to the amendment thereof adopted October 10, 1911 (a "constitutional franchise"). All pipes and appurtenances erected, constructed, laid, operated, or maintained by the Franchisee in the streets, whether installed by the Franchisee now, or prior to the effective date of this Ordinance, except those maintained under prior right, shall become subject to all the terms and conditions of this Ordinance upon such effective date.

**Section 7. Eminent Domain.** This Franchise granted hereunder shall not in any way or to any extent impair or affect the City's right to acquire the property of the Franchisee hereof either by purchase or through the exercise of the right of eminent domain, and nothing therein contained shall be construed to contract away or to modify, or to abridge, whether for a term or in perpetuity, the City's right of eminent domain in respect to the Franchisee. This Franchise shall not be given any value before any court or other public authority in any proceeding of any character in excess of the costs to the Franchisee of the necessary costs of publication or any other sum paid by it to the City therefore at the time of the acquisition thereof.

**Section 8. Construction and Installation.**

(a) Construction Standards. Franchisee shall construct, install, maintain and repair all pipes and appurtenances in accordance with all applicable federal, state and local laws, rules or regulations theretofore, or hereafter adopted by the City in the exercise of its police powers, and in accordance with the direction of the Engineer or the terms and conditions of any permit issued by a City department or agency, and not in conflict with the paramount authority of the State of California, including the Code and the rules, regulations, orders and decisions of the CPUC, and, as to state highways, subject to the provisions of general laws relating to the location and maintenance of such facilities.

(b) Use of Streets. Any work performed under the authority of this Franchise shall be done, to the extent reasonably practicable and economically feasible and not inconsistent with the rules and regulations of the CPUC, with the least possible hindrance to the use of the streets for the purposes of travel. As soon as such work is completed, all portions of the streets that have been excavated or damaged thereby, shall be placed in as good condition as the same were before the commencement of such work to the reasonable satisfaction of the Engineer. In the event that Franchisee fails or neglects to make such street repair, replacement or restoration work, then thirty (30) days after written notice therefore has been given by the Engineer to Franchisee, City may perform such work at Franchisee's cost. Franchisee shall reimburse the City for all such reasonable costs within thirty (30) days of written invoice (including documentation of such costs in reasonable detail), plus the current rate of overhead charged by the City for all reimbursable work. Franchisee shall pay to the City, on demand, the cost of all repairs to public property made necessary by any operations of the Franchisee under this Franchise.

(c) Tunneling and Boring. Where it is necessary to lay any underground pipes through, under or across any portion of a paved or macadamized street, the same, where practical and economically feasible and not inconsistent with the rules and regulations of the CPUC, shall be done by a tunnel or bore, so as not to disturb the foundation of such paved or macadamized street.

(d) Street Coverings. All street coverings or openings of traps, vaults, and manholes shall be constructed flush with the surface of the streets; provided, however, that vents for underground traps, vaults and manholes may be constructed to extend above the surface of the streets if such vents are located in parkways, between the curb and the property line, and are not, in the reasonable opinion of the Engineer, hazardous to the public.

(e) Permits. Franchisee shall not repair, replace, relocate or remove any pipelines and appurtenances or otherwise undertake any street excavations without first obtaining all permits required to be obtained from the Engineer (including, but not limited to, an encroachment permit); provided that in cases of emergencies affecting the public health and safety or the preservation of life and property, Franchisee shall apply for such permits as soon as reasonably practical after such emergency.

(f) Notice. In addition to any other requirement of this Agreement, Franchisee shall not repair, replace, relocate or remove any pipes or appurtenances or

undertake any street excavations without first giving the City's City Manager and the Public Works Manager each written notice by email at least 30 days before commencing the work; provided that in cases of emergencies affecting the public health and safety or the preservation of life and property, Franchisee shall give the notice as soon as reasonably practicable.

(g) Plans and Specifications. To the extent not in conflict with the California Constitution, the Code, the rules and regulations of the CPUC, the Engineer shall have the right to give the Franchisee such directions for the location of any pipes and appurtenances as may be reasonably necessary to avoid sewers, water pipes, conduits or other structures lawfully in, along, across or under the streets; and prior to any work commenced by Franchisee, the Franchisee shall file with the Engineer plans and specifications showing the location and work thereof.

The Engineer shall have the right to review Franchisee's plans and specifications for the construction of any pipes and appurtenances for proper purposes, and, if, and to the extent permitted by the California Constitution and the rules, regulations, orders and decisions of the CPUC, approve such plans and specifications.

(h) Bonds. At City's request, Franchisee shall make such deposits of money or file such bonds with the City as may be reasonably required to ensure satisfaction and completion of any work under this Franchise.

(i) Hazardous Waste. In the event of a release of hazardous waste, as that term is defined in Section 1004(3) of the Resource Conservation and Recovery Act (RCRA) (42 USC § 6903(5)), by Franchisee or from any pipes and appurtenances, Franchisee shall immediately notify City, begin remedial work and pay for all related remedial costs reasonably incurred by Franchisee and City, to the extent such release was caused by Franchisee or its agents or subcontractors.

## **Section 9. Relocation, Abandonment & Removal.**

(a) Relocation. Franchisee shall, at the request of the City and Franchisee's sole cost and expense, remove or relocate any pipes and appurtenances installed, used or maintained under this Franchise if and when made necessary by the lawful change in grade, alignment or width of any street, including the construction of any subway or viaduct, or any other street improvement of any kind required by the City or when necessary to make way for a proper governmental use of the streets. Franchisee shall remove or relocate its pipes and appurtenances to the nearest alternative location as reasonably established by the Engineer and acceptable to Franchisee, and within such time as the Engineer reasonably establishes. If Franchisee fails to relocate its pipes and appurtenances within the time reasonably required by the City, the City may cause the work to be done and shall keep an itemized account of the entire reasonable cost thereof, and Franchisee shall reimburse the City for its costs within ninety (90) days of Franchisee's receipt of the itemized account of costs. The City may consider Franchisee in default of this Franchise should Franchisee fail to comply with the notice, timing or direction to relocate its pipes and appurtenances reasonably established by the City.

Franchisee shall not be required to bear the expense of any removal or relocation made at the request of the City on behalf or for the benefit of any private developer or other non-governmental third party.

(b) Abandonment & Removal. Franchisee shall notify the City within thirty (30) days prior to any determination made by Franchisee to abandon the use of any pipes and appurtenances of its intent either to abandon the pipes and appurtenances in place, or remove all or a portion of the pipes and appurtenances. The Franchisee may thereafter abandon or remove the pipes and appurtenances in accordance with such terms and conditions as may be reasonably imposed by the Engineer to the extent not inconsistent with the California Constitution, the Code, the rules, regulations and decisions of the CPUC and customary industry practice.

## **Section 10. Maps and Plans.**

(a) Provision of Maps and Plans. City regularly performs improvement projects whereby facility maps and plans of Franchisee's pipes and appurtenances are needed to properly design and construct the project(s). Upon written request by the City, Franchisee shall, within 60 days upon receipt of said request, send a copy of the facility maps and as-built plans for its pipes and appurtenances within the project area. Franchisee shall provide said information in an electronic PDF format (or by mail if the electronic format is not available) at no charge.

(b) Content of Maps and Plans. The Franchisee's maps and plans shall, to the extent the information is reasonably available, include, but not be limited to, information indicating the length of the Franchisee's main lines, the nominal external diameter of such mainlines and the points where they enter and exit the streets; old main lines abandoned in place, including the internal diameter of such main lines laid, removed, and/or abandoned in place; the footage of new conduits laid for wires, cables, telegraph, or telephone lines, old conduits removed, old conduits abandoned in place; and the diameter of such conduits laid, removed, and/or abandoned in place. The maps provided by Franchisee represent a visual aid to assist with the management of pipes and appurtenances. The location of pipes and appurtenances shown on the maps is not a guarantee of actual field conditions or a substitute for record drawings and field verification (see digalert.com).

(c) Potholing. Upon City written notice, and in accordance with the City's schedule for a City improvement project, Franchisee shall determine horizontal and vertical location of its pipes and appurtenances and provide such information to City for City design purposes.

(d) Map Supplements. Within one hundred eighty (180) days following the installation, change, removal or abandonment of any pipes and appurtenances in accordance with Sections 8 and 9, above, Franchisee shall file a map or maps showing the accurate location and size of the pipes and appurtenances installed, changed, removed or abandoned.

(e) Emergency Response Plans. Franchisee shall at all times during the term of this Franchise maintain emergency response plans as required by regulatory agencies having jurisdiction, including filing with the Los Angeles County Sheriff's Department and the Los Angeles County Fire Department a current copy of the Franchisee's water system Emergency Preparedness and Response Plan. Such plan shall address all federal, state and local requirements for prevention of and response to all risks, whether natural or manmade. Franchisee will contact the City Manager and Public Works Manager within 24-hours of the emergency.

## **Section 11. Other Franchisee Obligations**

(a) Fire Standards. Grantee shall comply with all local fire protection standards as required by Section VI of CPUC General Order 103-A, as such requirements may be duly amended by the CPUC.

(b) Franchisee General Rate Case. Franchisee shall provide the City with information regarding Franchisee's general rate case filing in accordance with the procedures of the CPUC. The general rate case information provided to the City shall include information on the rates requested for Region II, proposed capital improvements impacting City water customers and reasons for the proposed increase in rates and capital improvements. The information shall also include information on how to participate in a proceeding, how to subscribe to proceeding information, how to participate in public hearings and how to obtain other information regarding a general rate case. Promptly thereafter, Franchisee shall meet with the City Manager upon the City Manager's request to discuss the information provided by Franchisee herein. Franchisee shall provide a report to the City Council, in coordination with the City, at the City Council's request. Such report shall identify specific reasons for the rate increases and information specific to City in the general rate case application.

(c) Reports. In coordination with the City, Franchisee shall make a presentation to the City Council no more frequently than annually regarding Franchisee rates, drought restrictions, if any, conservation programs, low income assistance programs, capital improvement projects and other matters of concern specific to Franchisee identified by the City at least thirty (30) days prior to the date on which the City desires a presentation be made to the City Council.

(d) Other Reports. Upon the request of the City Manager, Franchisee shall provide the City Manager a detailed report regarding Franchisee's rates, status of infrastructure improvements impacting City customers, regional water quality and policy developments and CPUC proceedings that may impact City customers no more frequently than annually.

(e) Customer Information. Franchisee shall make available to City customers information on its website, gswater.com, relating to rates charged by Franchisee, conservation programs and low income assistance programs applicable to City customers.

(f) Water Quality Reports. Franchisee shall provide the City Manager and each member of the City Council an annual water quality report in compliance with the U.S. Environmental Protection Agency's Consumer Confidence Report rule as required by the California Water Resources Control Board, Division of Drinking Water. Franchisee shall also make available its most recent water quality report applicable to customers in the City on its website at [www.gswater.com](http://www.gswater.com).

**Section 12. Faithful Performance Bond.** On or before the effective date of this Ordinance granting this Franchise, the Franchisee shall file and thereafter at all times during the life of this Franchise keep on file with the City Clerk a corporate surety bond approved by the City Attorney running to the City in the penal sum of Fifty Thousand Dollars (\$50,000.00), with a surety licensed to do business in California and approved by the City Clerk. The bond shall provide that the Franchisee shall well and truly observe, fulfill, and perform each lawful condition of this Franchise in all material respects and that in case of any breach of a lawful condition of the bond in any material respects the whole amount of the penal sum shall, to the extent permitted by applicable law and not void as a penalty, be deemed to be liquidated damages and shall be recoverable from the principal and sureties of the bond. If the bond is not filed prior to the effective date of this Ordinance granting this Franchise, the award of this Franchise may be set aside and this Ordinance granting this Franchise repealed at any time prior to the filing of the bond and any money paid in consideration for the award of this Franchise shall be deemed forfeited. This clause shall in no way limit the Franchisee's defense and indemnity obligations nor the coverage or applicability of the insurance policies provided by the Franchisee under this Ordinance. In no event shall City be able to recover any amount under the bond for any liability paid for by insurance under Section 13 or any other bond provided by Franchise to the City.

**Section 13. Insurance.**

(a) For the term of this Franchise, Franchisee shall obtain or provide satisfactory evidence of having policies of commercial general liability, and auto liability insurance and if the Franchisee has not obtained a certificate of self-insurance from the California Department of Industrial Relations, workers' compensation insurance, in each case, from companies authorized to transact business in the State of California by the Insurance Commissioner of California, and with a Best's rating of "A" or better upon the terms set forth below to the extent commercially reasonable.

i. The policy of liability insurance shall:

a. Be issued to the Franchisee and name the City, its officers, officials and employees as additional insureds;

b. Defend and indemnify the insureds against all liability for personal injury, bodily injury, wrongful death, and property damage arising from activities conducted pursuant to this Franchise by providing coverage therefor, including, but not limited to, coverage for negligent acts or omissions of the Franchisee and the

agents, servants, and employees thereof, committed in the conduct of Franchise operations; and

c. Provide a combined single limit of liability insurance in the amount of Ten Million Dollars (\$10,000,000.00) and provide pollution liability including products liability for potable water with no lead exclusion, provided the coverage is commercially available, with a limit no less than Five Million Dollars (\$5,000,000.00) per claim or occurrence and Five Million Dollars (\$5,000,000.00) aggregate per policy per period of one (1) year.

ii. The Franchisee shall notify the City should the Franchisee receive any notice of cancellation at least thirty (30) calendar days prior to cancellation date.

iii. If the Franchisee has not provided the City with satisfactory evidence that it has obtained consent to self-insure from the California Department of Industrial Relations, the Franchisee shall provide the City satisfactory evidence that it has obtained a policy of workers' compensation that:

a. Has been previously approved as to substance and form by the California Insurance Commissioner;

b. Covers all employees of the Franchisee who in the course and scope of their employment are to conduct or do work pursuant to the Franchise operations;

c. Provides for every benefit and payment presently or hereinafter conferred by Division 4 of the Labor Code of the State of California upon an injured employee, including the vocational rehabilitation and death benefits; and

d. Be non-cancellable without thirty (30) calendar days' written notice thereof directed to the City Clerk.

iv. The Franchisee shall provide auto combined single limit (CSL) liability insurance for owned, non-owned and hired autos using ISO Business Auto Coverage form CA 00 01 or its equivalent with a limit of no less than One Million Dollars (\$1,000,000.00) per accident.

v. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to the Franchisee's commercial general liability policy, shall be delivered to the City at or prior to the adoption of this Ordinance and prior to the cancellation or termination of any insurance policy.

vi. The Franchisee may maintain self-insured retentions and deductibles at its discretion, but the amounts shall be disclosed on the insurance certificates.

vii. For any claims related to this Franchise, the Franchisee's insurance coverage shall be primary insurance as respects the City, its officials and employees. Any insurance or self-insurance maintained by the City, its officers, officials, employees, agents, or volunteers shall be excess of the Franchisee's insurance and shall not contribute with it.

(b) The Franchisee hereby waives its rights of subrogation that any insurer of the Franchisee may acquire from the Franchisee by virtue of the payment of any loss. The Franchisee shall obtain any endorsement that may be necessary to effect this waiver of subrogation. The workers' compensation policy, if required, shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Franchisee, its employees.

**Section 14. Indemnification.** Franchisee shall indemnify to the fullest extent permitted by law, and defend and hold the City, and its Council members and employees, free and harmless from and against all claims, demands, liabilities, losses, costs, and expenses, including reasonable attorney fees, liens, or judgments, arising from the Franchisee's operations under this Franchise, including claims, demands, liabilities, losses, costs, and expenses arising from the acts or omissions of the Franchisee's directors, officers, employees, agents, and other representatives in connection with the Franchisee's operations under this Franchise. The Franchisee shall indemnify the City, and its Council members and employees for any claims, demands, liabilities, losses, or expenses, including attorney fees, liens, or judgments arising out of the acts, omissions, or negligence of the Franchisee's contractors or subcontractors in connection with the Franchisee's operations under this Franchise. The indemnity provided herein shall survive the expiration or other termination of this Franchise.

**Section 15. Assignment.**

(a) To the extent permitted by applicable law, the Franchisee shall not directly or indirectly sell, transfer, assign, or lease this Franchise or any part thereof, except with the City Council's written consent. The Franchisee is put on notice that the City Council may elect to challenge the assignment of this Franchise before the CPUC.

(b) Such sale, transfer, assignment, lease, or agreement shall be made by filing with the City Council a copy of the duly executed instrument of such sale, transfer, assignment, lease, or agreement and, if required, a written request for the consent of the City Council to such sale, transfer, assignment, lease or agreement. As a condition to the granting of consent to such sale, transfer, assignment, lease, or agreement, the City Council may impose such reasonable additional terms and conditions upon this Franchise and upon the Franchisee or assignee, which the City Council may deem to be in the public interest to the extent not in conflict with the California Constitution, the California Public Utilities Code and the rules, regulations, decisions and policies of the CPUC. Such additional terms and conditions shall be expressed by ordinance. The Franchisee shall have no right to sell, transfer, assign, or lease this Franchise, or any part thereof, except in the manner aforesaid, unless otherwise permitted by applicable law. This subsection



applies to any assignment, whether by operation of law, by a voluntary act of the Franchisee, or otherwise.

**Section 16. Failure to Comply.**

(a) If the Franchisee of this Franchise shall fail, neglect, or refuse to comply with any of the provisions or conditions hereof in any material respect, and shall not, within ten (10) calendar days after written demand for compliance, begin the work of compliance, or after such beginning shall not prosecute the same with due diligence to completion, then the City Council, after a noticed public hearing, may declare this Franchise forfeited.

(b) The City may sue in its own name for the forfeiture of this Franchise, or the imposition of any remedy allowed by law, in the event of noncompliance in any material respect by the Franchisee, its successors or assigns, with any of the conditions thereof.

**Section 17. Compliance with Applicable Law.** Until such time as (a) this Franchise terminates, (b) the Franchisee removes all of its pipes and appurtenances, and (c) the Franchisee completes any necessary remedial work, the Franchisee will comply with all laws applicable to its pipes and appurtenances remaining in the streets, including, but not limited to, all present and future ordinances of the City not in conflict with the paramount authority of the State of California, including the Code and the rules, regulations, orders and decisions of the CPUC. Franchisee shall comply with the water loss control regulations of the State of California Department of Water Resources in all material respects.

**Section 18. Notice.** All notices, requests and demands hereunder must be in writing to be effective. All notices required to be given hereunder or by operation of law in connection with the performance or enforcement hereof shall be deemed given upon delivery if delivered personally (which includes notices delivered by messenger or overnight courier) or, if delivered by mail, shall be deemed given three days after being deposited by first class mail in any duly authorized United States mail depository, postage prepaid. All such notices shall be addressed as follows, or to such other address or addresses as the Parties may from time to time specify in writing: (i) Golden State Water Company, 630 E. Foothill Blvd., San Dimas, California 91773, Attention: Central District Manager, and (ii) City of Artesia, 18747 Clarkdale Avenue, Artesia, California 90701, Attention: City Manager.

**Section 19. Independent Contractor.** Nothing herein contained shall be deemed to create an agency, joint venture, or partnership between the City and Franchisee.

**Section 20. Entire Agreement.** This Franchise constitutes the entire agreement between the Parties hereto and supersedes any and all prior agreements, whether oral or written, relating to the subject matter of the Franchise. Any modification of this Franchise will be effective only if it is in writing executed by City and Franchisee.

**Section 21. Governing Law and Venue.** The Franchisee and City understand and agree that the laws of the State of California shall govern the rights, obligations, duties and liabilities of the Parties to this Franchise and also govern the interpretation of this Franchise. In the event of any legal action to enforce or interpret this Franchise, the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California, and the City and Franchisee agree to and to hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure § 394. Furthermore, City and Franchisee specifically agree to waive any and all rights to request that an action be transferred for trial to another county. Notwithstanding the foregoing, a proceeding may also be brought before the CPUC for such purpose.

**Section 22. Consent to Breach Not Waiver.** No term or provision of this Agreement shall be deemed waived and no breach excused, unless such a waiver or consent shall be in writing and signed by the City and Franchisee claimed to have waived or consented. Any consent by the City and Franchisee to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

**Section 23. Calendar Days.** Any reference to the word “day” or “days” shall mean calendar day or calendar days respectively, unless otherwise expressly provided.

**Section 24. Attorney’s Fees.** In any action or proceeding to enforce or interpret any provision of this Franchise or where any provisions hereof is validly asserted as a defense, City and Franchisee shall bear their own attorney’s fees, costs and expenses, unless otherwise agreed by the parties in connection with the settlement of any dispute.

**Section 25. Interpretation.** This Franchise has been negotiated at arm’s length and between persons sophisticated and knowledgeable in the matters dealt with in this Franchise. In addition, City and Franchisee have been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Franchise by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law, (including California Civil Code § 1654) or legal decision that would require interpretation of any ambiguities in this Franchise against the Party that drafted it is not applicable and it deemed waived. The provisions of this Franchise shall be interpreted in a reasonable manner to affect the purpose of the Parties to this Agreement.

**Section 26. Severability.** Whenever possible, each provision of this Franchise shall be interpreted in such a manner as to be effective and valid under applicable law. If any term, condition, provision or article of this Franchise is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

**Section 27. Authority to Execute This Agreement.** City and Franchisee represent and warrant that this Franchise has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

**Section 28. Conditions of Effectiveness.** This ordinance shall take effect thirty (30) days after its adoption, provided that Franchisee has filed written acceptance thereof. The City Clerk shall certify to the adoption of this ordinance and shall cause the same to be published as required by law.

**PASSED AND ADOPTED** by the City Council of the City of Artesia on the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Tony Lima, Mayor

ATTEST:

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

I, Jennifer Alderete, Acting City Clerk of the City of Artesia, certify that the foregoing Ordinance No. 24-\_\_\_\_ was introduced at a regular meeting of the City Council of the City of Artesia held on \_\_\_\_\_, 2024, and was finally passed and adopted by the City Council at its regular meeting held on \_\_\_\_\_, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINED:

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Jennifer Alderete  
City Clerk



# CITY COUNCIL AGENDA REPORT

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**MEETING DATE:** November 18, 2024

**ITEM NO:** 10B.

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

**SUBJECT:** Public Hearing and Introduction of an Ordinance Prohibiting Short-Term Rentals

**FROM:** Okina Dor, Community Development Director  
HongDao Nguyen, City Attorney

**REVIEWED AND APPROVED BY:**

Melissa Burke, Deputy City Manager  
HongDao Nguyen, City Attorney  
Abel Avalos, City Manager

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**RECOMMENDATION:**

1. Open and conduct a public hearing;
2. Waive full reading and introduce Ordinance No. 24-960, An Ordinance of the City of Artesia, California, Adding Article 46 to the Artesia Municipal Code to Prohibit Short-Term Rentals Throughout the City and Finding the Action Exempt from CEQA Pursuant to State CEQA guidelines sections 15060(c)(2) and 15060(c)(2) and 15060(c)(3).

**BACKGROUND:**

The City of Artesia ("City") has continuously sought to deter nuisance activities throughout the community. Since the emergence of short-term rentals, the City has received complaints about residents leasing their properties to travelers for short-term vacation rentals. Among other things, residents assert that the rentals degrade the quality of their neighborhoods by generating excessive noise, parking problems, and trash.

Because short-term rentals are not expressly permitted in any zone under the Artesia Municipal Code ("AMC"), such uses are prohibited throughout the City. To provide clarity on this restriction, proposed Ordinance No. 24-960 provides an express prohibition on short-term rentals.

On October 15, 2024, the Planning Commission held a duly noticed public hearing to consider the above code amendment and adopted Planning Commission Resolution No. 2024-13P, which recommended that the City Council waive full reading and introduce Ordinance No. 24-960. The Planning Commission vote was as follows: 3-0-2 (3 yes, Chair Manalo, Commissioner Fonseca and Commissioner Barcelos, 0 nos and 2 absent, Vice-Chair Diaz and Commissioner Palhinha).

**ANALYSIS:**

*Short-Term Rental Prohibition*

The proliferation of online vacation rental websites has encouraged and enabled City property owners, tenants, and occupants to rent their local properties on a short-term basis to travelers and transients. These short-term rentals, generally numbering less than 30 days, are often associated with excessive noise, parking problems, trash, and degradation of a neighborhood's residential character. Because of those nuisance issues, the City has received a number of complaints regarding residents renting their properties out as short-term vacation rentals. Such rentals commercialize residential areas and detrimentally change a neighborhood's residential character.

The AMC does not expressly address short-term rentals throughout the City, therefore, such uses are prohibited throughout the City. It is the City's current practice to investigate complaints of, and enforce against short-term rental uses. To affirm this existing prohibition and expressly memorialize this restriction the City proposes to add Article 46 to the AMC to expressly prohibit short-term rentals throughout the City.

This express prohibition aligns with the growing trend among California municipalities of banning short-term rentals due to similar disruptions to neighborhoods. It also helps address the current housing shortage in California by increasing the availability of housing stock for long-term residents.

#### *Staff Findings for Short-Term Rental Ordinance*

Based on the evidence for the Zoning Ordinance Amendment and all other applicable information presented, staff finds that the proposed Code Amendment is appropriate for the following reasons:

- 1. Consistency with City's General Plan:** The proposed Zoning Code Amendment is consistent with the following goals and principles of the City's General Plan 2030: Community Goal LU 2 of the Land Use Element aims to preserve stable, well-maintained residential neighborhoods within the City. Short-term rentals often bring transient occupants who may not have a vested interest in the community, leading to issues such as excessive noise. The Amendment enhances stability of the City's communities by preserving neighborhoods for long-term occupancy, particularly in light of the current housing crisis in California. Eliminating short-term rentals specifically within residential zones also implements Policy LU 2.1 regarding the protection of residential areas from effects of potentially incompatible uses. Through the elimination of short-term rentals throughout the City, the Amendment prevents conflicts in uses between long-term residents and transient occupants, particularly in residential neighborhoods, in furtherance of this Policy.
- 2. Adoption of Zoning Code Amendment Will Not Have Adverse Effect on Health, Safety, and Welfare:** The proposed Zoning Code Amendment will not be detrimental to the public health, safety, or welfare because it maintains the current zoning framework without introducing new uses or conditions that could pose risks. Indeed, the prohibition on short-term rentals preserves the established residential character and avoids the introduction of transient activities in residential neighborhoods that could disrupt the existing community standards.
- 3. Adoption of Zoning Code Amendment Will Not Adversely Affect or be Detrimental to Properties Within Residential Zones:** The proposed Zoning Code Amendment will not adversely affect or be detrimental to properties because it retains the current residential zoning regulations and does not introduce new or incompatible uses that could negatively impact properties throughout the City. By prohibiting short-term rentals, the Amendment ensures that properties within applicable zones continue to experience consistent residential use without the disruptions that short-term occupancy might cause.
- 4. Consistency with Zoning Code:** The Amendment is internally consistent with other provisions of the Zoning Code, as it reinforces existing regulations that prohibit incompatible uses in certain zones. By explicitly prohibiting short-term rentals throughout the City, the amendment supports the Zoning Code's overall objective to maintain residential neighborhoods' character, stability, and quality throughout the City.

#### **ENVIRONMENTAL:**

The proposed action is not subject to the California Environmental Quality Act ("Public Resources Code section 21000 et seq.") ("CEQA") because it does not qualify as a "project" under CEQA. The State CEQA Guidelines provide that "[a]n activity is not subject to CEQA if ... the activity is not a project as defined in Section 15378." (State CEQA Guidelines, § 15060(c).) Here, the Zoning Code Amendment ("ZCA") does not qualify as a "project" as defined in State CEQA Guidelines section 15378 for at least two different reasons: First, Section 15378 defines a project as an activity that "has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." (State CEQA Guidelines, § 15378(a).) Here, the ZCA clarifies that short-term rentals are prohibited in all zones. This prohibition will help address the current housing shortage in California by increasing the availability of housing stock for long-term residents. Such actions will not result in a direct or reasonably foreseeable indirect physical change in the environment. Accordingly, the ZCA is not a "project" subject to CEQA. (State CEQA Guidelines, § 15060(c).) Second, Section 15378 explicitly excludes from its definition of "project" the following: "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment." (State CEQA Guidelines, § 15378(b)(5).) The ZCA constitutes an organizational or administrative activity that will not result in a physical change in the environment, and it therefore is not subject to CEQA.

Even if the ZCA is considered a "project" subject to CEQA, it is categorically exempt pursuant to State CEQA Guidelines Section 15301 because it involves restrictions on short-term or vacation rental within existing private structures, with no expansion of existing or former use. In addition, the proposed ZCA is exempt from CEQA pursuant to the "common sense" exemption under CEQA Guidelines section 15061(b)(3), because there is no possibility that the ZCA might have a significant effect on the environment. The amendments prohibit short-term rentals in all zones within the City to help address the current housing shortage in California by increasing the availability of housing stock for long-term residents.

Lastly, none of the exceptions to the use of categorical exemptions identified in State CEQA Guidelines Section 15300.2 apply: there is no potential for cumulative impacts; there are no unusual circumstances that would have a significant impact on the environment due to the adoption of the amendments; the ZCA would not negatively impact scenic resources within a duly designated scenic highway; there is no record of hazardous waste and the ZCA has no potential to impact historic resources.

**PUBLIC NOTICE:**

Notice of the public hearing was published in the *Los Cerritos Community News* on November 1, 2024 in accordance with Government Code sections 65854 and 65090.

**FISCAL IMPACT:**

There are no fiscal impact to the City in regards to this proposed code amendment.

**RECOMMENDED COUNCIL ACTION:**

1. Open and conduct a public hearing; and
2. Waive full reading and introduce Ordinance No. 24-960, An Ordinance of the City of Artesia, California, Adding Article 46 to the Artesia Municipal Code to Prohibit Short-Term Rentals Throughout the City and Finding the Action Exempt from CEQA Pursuant to State CEQA guidelines sections 15060(c)(2) and 15060(c)(2) and 15060(c)(3).

**Attachments**

[Ordinance 24-960.pdf](#)

[PC Staff Report 10-15-24 \(STR\).pdf](#)

[PC Resolution No. 24-13P \(STR\).pdf](#)



**ORDINANCE NO. 24-960**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARTESIA, CALIFORNIA ADDING ARTICLE 46 TO THE ARTESIA MUNICIPAL CODE TO PROHIBIT SHORT-TERM RENTALS THROUGHOUT THE CITY AND FINDING THE ORDINANCE TO BE EXEMPT FROM CEQA PURSUANT TO STATE CEQA GUIDELINES SECTIONS 15060(c)(2) AND 15060(c)(3)**

**WHEREAS**, the City of Artesia, California ("City") is a municipal corporation duly organized under the California Constitution and laws of the State of California; and

**WHEREAS**, the proliferation of online vacation rental websites has encouraged and enabled City property owners, tenants, and occupants to rent their local properties on a short-term basis to travelers or transients; and

**WHEREAS**, these short-term rentals, generally numbering less than 30 days, are often associated with excessive noise, parking problems, trash, and degradation of a neighborhood's residential character; and

**WHEREAS**, the City has also received complaints from residents about the negative secondary effects of short-term rental uses in their neighborhoods; and

**WHEREAS**, cities have a legitimate governmental interest in preserving the residential character of their neighborhoods and protecting against public nuisance activities; and

**WHEREAS**, the Artesia Municipal Code ("AMC") does not expressly address short-term rentals. However, because short-term rentals are not expressly permitted in the City under the AMC, such uses are prohibited throughout the City; and

**WHEREAS**, in an effort to provide further clarity on this restriction, the City Council desires to add Article 9.46 to the AMC to expressly prohibit short-term rentals throughout the City to preserve the residential character of City neighborhoods and address the negative, secondary effects caused by those uses throughout the City; and

**WHEREAS**, on October 15, 2024, the Planning Commission conducted and concluded a duly noticed public hearing concerning the Ordinance contained herein as required by law and following receipt of all public testimony closed the hearing on that date, and adopted Resolution No. 2024-13P; and

**WHEREAS**, the City Council conducted a duly noticed public hearing on November 18, 2024, at which members of the public were afforded an opportunity to comment on this Ordinance, the recommendations of staff, and other public testimony; and

**WHEREAS**, all legal preconditions to the adoption of this Ordinance have occurred.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARTESIA DOES ORDAIN AS FOLLOWS:**

**SECTION 1. Recitals.** The City Council hereby finds that the foregoing recitals are true and correct and incorporated herein as substantive findings of this Ordinance.

**SECTION 2. CEQA.** The City Council finds that this Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") under Section 15060(c)(2) of the CEQA Guidelines because the activity has no potential for resulting in a direct or reasonably foreseeable indirect physical change in the environment, and under Section 15060(c)(3) of the CEQA Guidelines because the activity is not a project as defined in Section 15378 of the CEQA Guidelines. Rather, the Ordinance merely serves to expressly codify the current prohibition on short-term rentals. City staff is directed to cause a Notice of Exemption to be filed as authorized by CEQA and State CEQA Guidelines.

**SECTION 3. Findings.** Government Code Sections 65860 and 65855 requires a city's zoning ordinance to be consistent with the general plan. Based on all evidence in the record for this Zoning Code Amendment and all other applicable information presented, the City Council finds that the proposed Amendment is appropriate for the following reasons:

1. **Consistency with City's General Plan:** The proposed Zoning Code Amendment is consistent with the following goals and principles of the City's General Plan 2030: Community Goal LU 2 of the Land Use Element aims to preserve stable, well-maintained residential neighborhoods within the City. Short-term rentals often bring transient occupants who may not have a vested interest in the community, leading to issues such as excessive noise. The Amendment enhances stability of the City's communities by preserving neighborhoods for long-term occupancy, particularly in light of the current housing crisis in California. Eliminating short-term rentals within residential zones also implements Policy LU 2.1 regarding the protection of residential areas from effects of potentially incompatible uses. Through the elimination of short-term rentals throughout the City, the Amendment prevents conflicts in uses between long-term residents and transient occupants, particularly in residential neighborhoods, in furtherance of this Policy.
2. **Adoption of Zoning Code Amendment Will Not Have Adverse Effect on Health, Safety, and Welfare:** The proposed Zoning Code Amendment will not be detrimental to the public health, safety, or welfare because it maintains the current zoning framework without introducing new uses or conditions that could pose risks. Indeed, the prohibition on short-term rentals preserves the established residential character and avoids the introduction of transient activities in residential neighborhoods that could disrupt the existing community standards.
3. **Adoption of Zoning Code Amendment Will Not Adversely Affect or be Detrimental to Properties Within Residential Zones:** The proposed Zoning Code Amendment will not adversely affect or be detrimental to properties because it retains the current residential zoning regulations and does not introduce new or incompatible uses that could negatively impact properties throughout the City. By prohibiting short-term rentals, the Amendment ensures that properties within applicable zones continue to experience consistent residential use without the disruptions that short-term occupancy might cause.

4. **Consistency with Zoning Code:** The Amendment is internally consistent with other provisions of the Zoning Code, as it reinforces existing regulations that prohibit incompatible uses in certain zones. By explicitly prohibiting short-term rentals, the amendment supports the Zoning Code's overall objective to maintain residential neighborhoods' character, stability, and quality.

**SECTION 4. Zoning Code Amendment.** Article 46 of the Artesia Municipal Code is hereby added to read in its entirety as follows:

**"ARTICLE 46: SHORT-TERM RENTALS"**

**9-2.4601 Definitions.**

**9-2.4602 Prohibitions.**

**9-2.4603 Violations.**

Section 9-2.4601: Definitions.

For purposes of this Article, the following definitions shall apply:

- (a) "Advertisement" means any announcement, whether in a magazine, newspaper, handbill, notice, display, billboard, poster, email, internet website, platform, application, or any form of television, radio broadcast, or other form of communication, whose primary purpose is to propose a transaction.
- (b) "Responsible party" includes any owner, tenant, or other person or entity with a legal interest or possessory interest in the property who offers, causes, provides, allows, or facilitates, or aids another in offering, causing, providing, allowing, or facilitating, a violation of this Article. It does not include a newspaper, online platform, or other publisher who merely publishes an advertisement.
- (c) "Short-term or vacation rental" means the rental to a person or group of persons of a dwelling unit, or portion thereof, for compensation or consideration, whether monetary or otherwise, for lodging or sleeping purposes for a period of less than 30 consecutive calendar days.

Section 9-2.4602: Prohibitions.

- (a) It is unlawful for a responsible party within any zone in the City of Artesia to:
  - (1) Offer, cause, provide, allow, or facilitate, or to aid another in offering, causing, providing, allowing, or facilitating, for rent or to rent for compensation or consideration a short-term or vacation rental, whether through a rental agreement, lease, license, or any other means, whether oral or written, for compensation or consideration; or
  - (2) Offer, cause, provide, allow, or facilitate, or to aid another in offering, causing, providing, allowing, or facilitating, any advertisement, whether published, disseminated, or broadcast through an online platform, newspaper, or any other means, of a short-term or vacation rental located in the City of Artesia.

Section 9-2.4603: Violations.

- (a) Any violation of this Article constitutes a public nuisance which may be abated by the City in accordance with California Code of Civil Procedure § 731 through any means provided by law, including, but not limited to, Chapter 5-1 of this Code.
- (b) In addition to or in lieu of other actions, the City may, at its discretion, undertake any one or all of the following legal actions to correct or abate any nuisances or violations under this Article:
  - (1) Civil Penalties. Any responsible party who violates any provision of this Article is liable for a civil penalty established by resolution of the City Council.
  - (2) Administrative Citation. Any responsible party who violates any provision of this Article is subject to administrative fines established by resolution of the City Council in accordance with Chapter 1-7 of this Code.
  - (3) Criminal Penalty. Any violation of this Article constitutes a misdemeanor punishable under Chapter 1-2 of this Code.
- (c) Any violation of this Article is unlawful and constitutes a strict liability offense, regardless of intent.
- (d) The remedies provided in this Section are cumulative and not exclusive and nothing in this Section shall preclude the use or application of any other remedies, penalties, or procedures established by law.

**SECTION 5. Effective Date.** This Ordinance will become effective 30 days following its adoption.

**SECTION 6. Severability.** Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination has no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance, and, to that end, the provisions hereof are severable. The City Council of the City of Artesia declares that it would have adopted all the provisions of this Ordinance that remain valid if any provisions of this ordinance are declared invalid.

**SECTION 7. Adoption, Certification, and Publication.** The City Clerk of the City of Artesia is directed to certify the passage and adoption of this Ordinance and cause the same, or a summary thereof, to be published and posted in the manner required by law.

**SECTION 8. Record of Proceedings.** The documents and materials associated with this Ordinance that constitute the record of proceedings on which these findings are based are located at 18747 Clarkdale Avenue, Artesia, California, 90701. The City Clerk is the custodian of the record of proceedings.

**PASSED, APPROVED AND ADOPTED** this 16<sup>th</sup> day of December, 2024.

ATTEST:

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JENNIFER ALDERETE, CITY CLERK

APPROVED AS TO FORM:

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HONGDAO NGUYEN, CITY ATTORNEY



# PLANNING COMMISSION AGENDA REPORT

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**MEETING DATE:** October 15, 2024

**ITEM NO:** 7A.

**TO:** Honorable Chairperson and Members of the Planning Commission

**SUBJECT:** Case No. 2024-21/Resolution No. 2024-13P - Code Amendment for Short-Term Rentals

**FROM:** Okina Dor, Community Development Director

**REVIEWED AND APPROVED BY:**

Okina Dor, Community Development Director

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**RECOMMENDED ACTIONS:**

1. Open and conduct a public hearing;
2. Adopt Resolution 2024-13P (Attachment 1):

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ARTESIA, CALIFORNIA RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF ARTESIA APPROVE AN ORDINANCE ADDING ARTICLE 46 TO THE ARTESIA MUNICIPAL CODE TO PROHIBIT SHORT-TERM RENTALS THROUGHOUT THE CITY AND FINDING THE ACTION EXEMPT FROM CEQA PURSUANT TO STATE CEQA GUIDELINES SECTIONS 15060(c)(2) AND 15060(c)(3) AND ALTERNATIVELY CATEGORICALLY EXEMPT PURSUANT TO SECTION 15301.

**BACKGROUND:**

The City of Artesia ("City") has continuously sought to deter nuisance activities throughout the community. Since the emergence of short-term rentals, the City has received complaints about residents leasing their properties to travelers for short-term vacation rentals. Among other things, residents assert that the rentals degrade the quality of their neighborhoods by generating excessive noise, parking problems, and trash.

Because short-term rentals are not expressly permitted in any zone under the Artesia Municipal Code ("AMC"), such uses are prohibited throughout the City. To provide clarity on this restriction, the proposed ordinance provides an express prohibition on short-term rentals. Attached to this staff report is the following Planning Commission Resolution and proposed Ordinance:

- Planning Commission Resolution No. 2024-13P Code Amendment Regarding Short-Term Rentals (Attachment 1)
- Draft Ordinance No. 24-960 Regarding Short-Term Rentals (Attachment 2)

**ANALYSIS:**

*Short-Term Rental Prohibition*

The proliferation of online vacation rental websites has encouraged and enabled City property owners, tenants, and occupants to rent their local properties on a short-term basis to travelers and transients. These short-term rentals, generally numbering less than 30 days, are often associated with excessive noise, parking problems, trash, and degradation of a neighborhood's residential character. Because of those nuisance issues, the City has received a number of complaints regarding residents renting their properties out as short-term vacation rentals. Such rentals commercialize residential areas and detrimentally change a neighborhood's residential character.

The AMC does not expressly address short-term rentals throughout the City, therefore, such uses are prohibited throughout the City. Is the City's current practice to investigate complaints of, and enforce against short-term rental uses. To affirm this existing prohibition and expressly memorialize this restriction the City proposes to add Article 46 to the AMC to expressly prohibit short-term rentals throughout the City.

This express prohibition aligns with the growing trend among California municipalities of banning short-term rentals due to similar disruptions to neighborhoods. It also helps address the current housing shortage in California by increasing the availability of housing stock for long-term residents.

#### *Staff Findings for Short-Term Rental Ordinance*

Based on the evidence for the Zoning Ordinance Amendment and all other applicable information presented, staff finds that the proposed Code Amendment is appropriate for the following reasons:

1. **Consistency with City's General Plan:** The proposed Zoning Code Amendment is consistent with the following goals and principles of the City's General Plan 2030: Community Goal LU 2 of the Land Use Element aims to preserve stable, well-maintained residential neighborhoods within the City. Short-term rentals often bring transient occupants who may not have a vested interest in the community, leading to issues such as excessive noise. The Amendment enhances stability of the City's communities by preserving neighborhoods for long-term occupancy, particularly in light of the current housing crisis in California. Eliminating short-term rentals specifically within residential zones also implements Policy LU 2.1 regarding the protection of residential areas from effects of potentially incompatible uses. Through the elimination of short-term rentals throughout the City, the Amendment prevents conflicts in uses between long-term residents and transient occupants, particularly in residential neighborhoods, in furtherance of this Policy.
2. **Adoption of Zoning Code Amendment Will Not Have Adverse Effect on Health, Safety, and Welfare:** The proposed Zoning Code Amendment will not be detrimental to the public health, safety, or welfare because it maintains the current zoning framework without introducing new uses or conditions that could pose risks. Indeed, the prohibition on short-term rentals preserves the established residential character and avoids the introduction of transient activities in residential neighborhoods that could disrupt the existing community standards.
3. **Adoption of Zoning Code Amendment Will Not Adversely Affect or be Detrimental to Properties Within Residential Zones:** The proposed Zoning Code Amendment will not adversely affect or be detrimental to properties because it retains the current residential zoning regulations and does not introduce new or incompatible uses that could negatively impact properties throughout the City. By prohibiting short-term rentals, the Amendment ensures that properties within applicable zones continue to experience consistent residential use without the disruptions that short-term occupancy might cause.
4. **Consistency with Zoning Code:** The Amendment is internally consistent with other provisions of the Zoning Code, as it reinforces existing regulations that prohibit incompatible uses in certain zones. By explicitly prohibiting short-term rentals throughout the City, the amendment supports the Zoning Code's overall objective to maintain residential neighborhoods' character, stability, and quality throughout the City.

#### **ENVIRONMENTAL:**



The proposed action is not subject to the California Environmental Quality Act ("Public Resources Code section 21000 et seq.) ("CEQA") because it does not qualify as a "project" under CEQA. The State CEQA Guidelines provide that "[a]n activity is not subject to CEQA if ... the activity is not a project as defined in Section 15378." (State CEQA Guidelines, § 15060(c).) Here, the Zoning Code Amendment ("ZCA") does not qualify as a "project" as defined in State CEQA Guidelines section 15378 for at least two different reasons: First, Section 15378 defines a project as an activity that "has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment." (State CEQA Guidelines, § 15378(a).) Here, the ZCA clarifies that short-term rentals are prohibited in all zones. This prohibition will help address the current housing shortage in California by increasing the availability of housing stock for long-term residents. Such actions will not result in a direct or reasonably foreseeable indirect physical change in the environment. Accordingly, the ZCA is not a "project" subject to CEQA. (State CEQA Guidelines, § 15060(c).) Second, Section 15378 explicitly excludes from its definition of "project" the following: "organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment." (State CEQA Guidelines, § 15378(b)(5).) The ZCA constitutes an organizational or administrative activity that will not result in a physical change in the environment, and it therefore is not subject to CEQA.

Even if the ZCA is considered a "project" subject to CEQA, it is categorically exempt pursuant to State CEQA Guidelines Section 15301 because it involves restrictions on short-term or vacation rental within existing private structures, with no expansion of existing or former use. In addition, the proposed Zoning Code Amendment is exempt from CEQA pursuant to the "common sense" exemption under CEQA Guidelines section 15061(b)(3), because there is no possibility that the ZCA might have a significant effect on the environment. The amendments prohibit short-term rentals in all zones within the City to help address the current housing shortage in California by increasing the availability of housing stock for long-term residents.

Lastly, none of the exceptions to the use of categorical exemptions identified in State CEQA Guidelines section 15300.2 apply: there is no potential for cumulative impacts; there are no unusual circumstances that would have a significant impact on the environment due to the adoption of the amendments; the ZCA would not negatively impact scenic resources within a duly designated scenic highway; there is no record of hazardous waste and the ZCA has no potential to impact historic resources.

**PUBLIC NOTICE:**

Notice of the public hearing was published in the *Los Cerritos Community News* on October 4, 2024 in accordance with Government Code sections 65854 and 65090. Notice of the public hearing was also posted at three public locations.

**Attachments**

[Artesia\\_PC Resolution No. 24-13P re Short-Term Rental Ban \(final\).pdf](#)  
[Ordinance No. 24-960](#)





**CITY OF ARTESIA  
PLANNING COMMISSION**

**RESOLUTION NO. 2024-13P**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ARTESIA, CALIFORNIA RECOMMENDING THAT THE CITY COUNCIL OF THE CITY OF ARTESIA APPROVE AN ORDINANCE ADDING ARTICLE 46 TO THE ARTESIA MUNICIPAL CODE TO PROHIBIT SHORT-TERM RENTALS THROUGHOUT THE CITY AND FINDING THE ACTION EXEMPT FROM CEQA PURSUANT TO STATE CEQA GUIDELINES SECTIONS 15060(c)(2) AND 15060(c)(3) AND ALTERNATIVELY CATEGORICALLY EXEMPT PURSUANT TO SECTION 15301.**

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**THE PLANNING COMMISSION OF THE CITY OF ARTESIA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:**

**SECTION 1:** The proliferation of online vacation rental websites has encouraged and enabled property owners, tenants, and occupants in the City of Artesia ("City") to rent their local properties on a short-term basis to travelers or transients. These short-term rentals, generally numbering less than 30 days, are often associated with excessive noise, parking problems, trash, and degradation of a neighborhood's residential character.

**SECTION 2:** The City has received complaints about residents leasing their properties to travelers for short-term vacation rentals. Among other things, residents assert that the rentals degrade the quality of their neighborhoods by generating excessive noise, parking problems, and trash.

**SECTION 3:** Cities have a legitimate governmental interest in preserving the residential character of their neighborhoods and protecting against public nuisance activities within their jurisdictional boundaries.

**SECTION 4:** The Artesia Municipal Code ("AMC") does not expressly address short-term rentals. However, because short-term rentals are not expressly permitted in the City under the AMC, such uses are prohibited throughout the City.

**SECTION 5:** In an effort to provide further clarity on this restriction, the City Council desires to add Article 9-2.47 to the AMC to expressly prohibit short-term rentals throughout the City to preserve the residential character of City neighborhoods and address the negative, secondary effects caused by those uses throughout the City.

**SECTION 6:** The Planning Commission of the City of Artesia the conducted a duly noticed public hearing on October 15, 2024, to consider approval of this Zoning Code Amendment, at which hearing members of the public were afforded an opportunity to comment upon this Amendment.

**SECTION 7:** The Planning Department has determined that the proposed action is not subject to the California Environmental Quality Act (“Public Resources Code section 21000 et seq.”) (“CEQA”) because it does not qualify as a “project” under CEQA. The State CEQA Guidelines provide that “[a]n activity is not subject to CEQA if ... the activity is not a project as defined in Section 15378.” (State CEQA Guidelines, § 15060(c).) Here, the Zoning Code Amendment (“ZCA”) does not qualify as a “project” as defined in State CEQA Guidelines section 15378 for at least two different reasons: First, Section 15378 defines a project as an activity that “has a potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” (State CEQA Guidelines, § 15378(a).) Here, the ZCA clarifies that short-term rentals are prohibited in all zones. This prohibition will help address the current housing shortage in California by increasing the availability of housing stock for long-term residents. Such actions will not result in a direct or reasonably foreseeable indirect physical change in the environment. Accordingly, the ZCA is not a “project” subject to CEQA. (State CEQA Guidelines, § 15060(c).) Second, Section 15378 explicitly excludes from its definition of “project” the following: “organizational or administrative activities of governments that will not result in direct or indirect physical changes in the environment.” (State CEQA Guidelines, § 15378(b)(5).) The ZCA constitutes an organizational or administrative activity that will not result in a physical change in the environment, and it therefore is not subject to CEQA.

Even if the ZCA is considered a “project” subject to CEQA, it is categorically exempt pursuant to State CEQA Guidelines Section 15301 because it involves restrictions on short-term or vacation rental within existing private structures, with no expansion of existing or former use. In addition, the proposed Zoning Code Amendment is exempt from CEQA pursuant to the “common sense” exemption under CEQA Guidelines section 15061(b)(3), because there is no possibility that the ZCA might have a significant effect on the environment. The amendments prohibit short-term rentals in all zones within the City to help address the current housing shortage in California by increasing the availability of housing stock for long-term residents.

Lastly, none of the exceptions to the use of categorical exemptions identified in State CEQA Guidelines section 15300.2 apply: there is no potential for cumulative impacts; there are no unusual circumstances that would have a significant impact on the environment due to the adoption of the amendments; the ZCA would not negatively impact scenic resources within a duly designated scenic highway; there is no record of hazardous waste and the ZCA has no potential to impact historic resources.

Staff recommends that the City Council direct staff to file a Notice of Exemption for this Zoning Code Amendment with the County Clerk and the State Clearinghouse in accordance with State CEQA Guidelines.

**SECTION 8:** Based on all the evidence in the record, the Planning Commission has determined that amending the AMC to expressly prohibit short-term rentals throughout the City is necessary to preserve the residential character of neighborhoods throughout the City and to mitigate the negative secondary effects caused by those uses throughout all zoning districts in the City. Furthermore, based on the evidence presented, the Planning Commission finds that the proposed Code Amendment is appropriate for the following reasons:

1. **Consistency with City's General Plan:** The proposed Zoning Code Amendment is consistent with the following goals and principles of the City's General Plan 2030: Community Goal LU 2 of the Land Use Element aims to preserve stable, well-maintained residential neighborhoods within the City. Short-term rentals often bring transient occupants who may not have a vested interest in the community, leading to issues such as excessive noise. The Amendment enhances stability of the City's communities by preserving neighborhoods for long-term occupancy, particularly in light of the current housing crisis in California. Eliminating short-term rentals specifically within residential zones also implements Policy LU 2.1 regarding the protection of residential areas from effects of potentially incompatible uses. Through the elimination of short-term rentals throughout the City, the Amendment prevents conflicts in uses between long-term residents and transient occupants, particularly in residential neighborhoods, in furtherance of this Policy.
2. **Adoption of Zoning Code Amendment Will Not Have Adverse Effect on Health, Safety, and Welfare:** The proposed Zoning Code Amendment will not be detrimental to the public health, safety, or welfare because it maintains the current zoning framework without introducing new uses or conditions that could pose risks. Indeed, the prohibition on short-term rentals preserves the established residential character and avoids the introduction of transient activities in residential neighborhoods that could disrupt the existing community standards.
3. **Adoption of Zoning Code Amendment Will Not Adversely Affect or be Detrimental to Properties Within Residential Zones:** The proposed Zoning Code Amendment will not adversely affect or be detrimental to properties because it retains the current residential zoning regulations and does not introduce new or incompatible uses that could negatively impact properties throughout the City. By prohibiting short-term rentals, the Amendment ensures that properties within applicable zones continue to experience consistent residential use without the disruptions that short-term occupancy might cause.

4. **Consistency with Zoning Code:** The Amendment is internally consistent with other provisions of the Zoning Code, as it reinforces existing regulations that prohibit incompatible uses in certain zones. By explicitly prohibiting short-term rentals throughout the City, the amendment supports the Zoning Code's overall objective to maintain residential neighborhoods' character, stability, and quality.

**SECTION 9:** Based on the findings set forth herein and on all the evidence in the record, the Planning Commission hereby recommends that the City Council introduce and adopt Ordinance No. 24-960, which is attached hereto as Exhibit "A" and incorporated herein by reference.

**SECTION 10:** The documents and materials associated with this Resolution that constitute the record of proceedings on which these findings are based are located at Artesia City Hall, 18747 Clarkdale Ave, Artesia, California 90701. The Community Development Director is the custodian of the record of proceedings.

**SECTION 11:** This Resolution shall become effective upon its adoption. The Planning Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 15<sup>th</sup> DAY of OCTOBER 2024.

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Victor Manalo, Chairperson

**ATTEST:**

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Okina Dor, Community Development Director

**ROLL CALL VOTE:**

AYES:	COMMISSIONERS:
NOES:	COMMISSIONERS:
ABSTAIN:	COMMISSIONERS:
ABSENT:	COMMISSIONERS:



# CITY COUNCIL AGENDA REPORT

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**MEETING DATE:** November 18, 2024

**ITEM NO:** 10C.

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

**SUBJECT:** Introduction of an Ordinance Regarding Smoke Shops

**FROM:** Okina Dor, Community Development Director  
HongDao Nguyen, City Attorney

**REVIEWED AND APPROVED BY:**

Melissa Burke, Deputy City Manager  
HongDao Nguyen, City Attorney  
Abel Avalos, City Manager

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**RECOMMENDATION:**

1. Open and conduct a public hearing; and
2. Waive full reading and introduce Ordinance No. 24-961, An Ordinance of the City Of Artesia, California Adopt a Zoning Ordinance Adding Article 46 to the Artesia Municipal Code 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) and 15060(c)(2) and 15061(c)(3).

**BACKGROUND:**

At its regular meeting on August 12, 2024, the City Council provided direction to staff to prepare a Zoning Code amendment to expressly prohibit smoke shops throughout the City, but to also allow the two existing smoke shops in the City to continue operating and relocate, if they so desire, given that those existing businesses have not generated any nuisance issues or complaints.

On October 15, 2024, the Planning Commission held a duly noticed public hearing to consider the above code amendment, adopted Planning Commission Resolution No. 2024-14P, and recommended the City Council waive full reading and introduce Ordinance No. 24-961. The Planning Commission vote was as follows: 3-0-2 (3 yes, Chair Manalo, Commissioner Fonseca and Commissioner Barcelos, 0 nos and 2 absent, Vice-Chair Diaz and Commissioner Palhinha).

**ANALYSIS:**

The City's Municipal Code does not expressly permit smoke shops. Any use that is not expressly permitted in the Code is deemed to be prohibited. The proposed Ordinance (Attachment 2) would memorialize and affirm a prohibition on smoke shops in the City, expressly. Specifically, the Ordinance affirms that (1) smoke shops are banned throughout the City, (2) however, smoke shops currently operating at 17510 Pioneer Boulevard, Suite 207, and 18725 Pioneer Boulevard are permitted to continue as legal nonconforming uses, and (3) the latter two smoke shops are prohibited in all zones, except the general commercial zone, within which they may change locations, once. Moreover, they must abide by applicable State and federal laws at their current and any future location.

The proposed Ordinance strikes a balance. The express prohibition on smoke shops aligns with the growing trend among California municipalities to restrict tobacco use, and protect their residents from the long-term negative health effects of smoking and tobacco use. The proposed Ordinance also recognizes and preserves businesses that are currently operating in the City that have not posed any nuisances or generated complaints.

#### *Staff Findings*

Based on the evidence for the Zoning Ordinance Amendment and all other applicable information presented, staff finds that the proposed Code Amendment is appropriate for the following reasons:

- 1. Consistency with City's General Plan:** The proposed Zoning Code Amendment is consistent with the following goals and principles of the City's General Plan 2030: Community Goal LU 1 of the Land Use Element aims to regulate, accommodate, and evaluate retail commercial activities within the City, while protecting and serving the residents. Smoke shops encourage tobacco use, in particular among youth, and lead to heightened tobacco use when retailer density increases in an area. The Amendment expressly prohibits the establishment of new smoke shops, thus reducing the availability of tobacco products in the City, while still providing strict guidelines for the two (2) shops currently operating. Prohibiting smoke shops also implements Policy LU 2.3 regarding the protection of residential areas from effects of incompatible uses. Through the express prohibition of smoke shops, with the exception of two (2) existing shops in the general commercial zone only, the Amendment protects residents from the influence of smoking and tobacco use throughout the City in furtherance of this Policy.
- 2. Adoption of Zoning Code Amendment Will Not Have Adverse Effect on Health, Safety, and Welfare:** The proposed Zoning Code Amendment will not be detrimental to the public health, safety, or welfare because it maintains the current residential zoning framework without introducing new uses or conditions that could pose risks. Indeed, the express prohibition on smoke shops avoids the introduction of harmful activities in areas that could disrupt the existing community standards or impact the health and welfare of adults and minors, alike.
- 3. Adoption of Zoning Code Amendment Will Not Adversely Affect or be Detrimental to Properties Within the Zone:** The proposed Zoning Code Amendment will not adversely affect or be detrimental to properties because it retains the current commercial zoning regulations and does not introduce new or incompatible uses that could negatively impact properties within the zone. By expressly prohibiting smoke shops, with the exception of two existing ones, the Amendment ensures that properties within applicable zone continue to experience consistent use without the disruptions that smoke shop operations might cause.
- 4. Consistency with Zoning Code:** The Amendment is internally consistent with other provisions of the Zoning Code, as it reinforces existing regulations that prohibit incompatible uses in commercial zones. By explicitly prohibiting smoke shops, the amendment supports the Zoning Code's overall objective to maintain commercial area's stability, and quality.

#### **ENVIRONMENTAL:**

The Planning Commission has determined that the proposed Zoning Code Amendment is exempt from the requirements of the CEQA pursuant State CEQA Guidelines Sections 15060(c)(2) and 15060(c)(3) because it can be seen with certainty that the proposed amendment will not result in a significant effect on the environment because it prohibits the land use of smoke shops and alternatively finding the amendment is categorically exempt from CEQA under State CEQA Guidelines Sections 15301 (Class 1 Existing Facilities) and 15061(b)(3) for any existing smoke shops that relocate into another space.

#### **PUBLIC NOTICE:**

Notice of the public hearing was published in the Los Cerritos Community News on November 1, 2024.

#### **FISCAL IMPACT:**

There are no fiscal impact to the City in regards to this proposed code amendment.

**RECOMMENDED COUNCIL ACTION:**

1. Open and conduct a public hearing; and
2. Waive full reading and introduce Ordinance No. 24-961, An Ordinance of the City Of Artesia, California Adopt a Zoning Ordinance Adding Article 46 to the Artesia Municipal Code 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) and 15060(c)(2) and 15061(c)(3).

**Attachments**

[Ordinance 24-961.pdf](#)

[PC Staff Report 10-15-24 Smoke Shops.pdf](#)

[PC Resolution No. 2024-14P 10-15-24.pdf](#)



## **ORDINANCE NO. 24-961**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARTESIA, CALIFORNIA 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 15358 and 15061(b)(3)**

### **THE CITY COUNCIL OF THE CITY OF ARTESIA FINDS AND DECLARES:**

**WHEREAS**, the City of Artesia, California (“City”) is a municipal corporation duly organized under the California Constitution and laws of the State of California; and

**WHEREAS**, pursuant to the police powers delegated to it by the California Constitution, the City has the authority to enact laws which promote the public health, safety, and general welfare of its citizens, including the regulation of tobacco retailers; and

**WHEREAS**, cities have a legitimate governmental interest in preserving the health, safety and welfare of residents, and protecting against public nuisance activities; and

**WHEREAS**, the density and proximity of tobacco retailers influence smoking behaviors, including number of cigarettes smoked per day. The density of tobacco retailers near schools has been associated with increased youth smoking rates; and

**WHEREAS**, policies to reduce tobacco retailer density have been shown to be effective and may reduce or eliminate inequities in the location and distribution of tobacco retailers; and

**WHEREAS**, an express prohibition on smoke shop retailers is appropriate to protect the health, safety and welfare of the City of Artesia residents, while acknowledging the existence of two current smoke shops that operate within the City without nuisance or concern should be allowed to continue; and

**WHEREAS**, the Artesia Municipal Code (“AMC”) does not expressly address smoke shops in any zone. However, because smoke shops are not expressly permitted under the AMC, such uses are prohibited in the City; and

**WHEREAS**, in an effort to affirm its existing ban and provide further clarity on this restriction, the City Council desires to portions of the AMC to expressly prohibit the establishment of smoke shops in the City, not including those two smoke shops currently operating at 17510 Pioneer Boulevard Suite 207 and 18725 Pioneer Boulevard (each, an “Existing Smoke Shop”), to address the negative, secondary effects caused by those uses; and

**WHEREAS**, on October 15, 2024, the Planning Commission conducted and concluded a duly noticed public hearing concerning the Ordinance contained herein as required by law and following receipt of all public testimony closed the hearing on that date, and adopted Resolution No. 2024-14P; and

**WHEREAS**, the City Council conducted a duly noticed public hearing on November 18, 2024, at which members of the public were afforded an opportunity to comment on this Ordinance, the recommendations of staff, and other public testimony; and

**WHEREAS**, all legal preconditions to the adoption of this Ordinance have occurred.

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARTESIA DOES ORDAIN AS FOLLOWS:**

**SECTION 1. Recitals.** The City Council hereby finds that the foregoing recitals are true and correct and incorporated herein as substantive findings of this Ordinance.

**SECTION 2. CEQA.** The City Council finds that this Ordinance is exempt from the requirements of the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Sections 15060(c)(2) and 15060(c)(3) because it can be seen with certainty that the proposed amendment will not result in a significant effect on the environment because it prohibits the land use of smoke shops and alternatively finding the amendment is categorically exempt from CEQA under State CEQA Guidelines Sections 15301 (Class 1 Existing Facilities) and 15061(b)(3) for any existing smoke shops that relocate into another space.

**SECTION 3. Findings.** Government Code Sections 65860 and 65855 requires a city's zoning ordinance to be consistent with the general plan. Based on all evidence in the record for this Zoning Code Amendment and all other applicable information presented, the City Council finds that the proposed Amendment is appropriate for the following reasons:

- A. **Consistency with City's General Plan:** The proposed Zoning Code Amendment is consistent with the following goals and principles of the City's General Plan 2030: Community Goal LU 1 of the Land Use Element aims to regulate, accommodate, and evaluate retail commercial activities within the City, while protecting and serving the residents. Smoke shops encourage tobacco use, including amongst the youth, and lead to heightened tobacco use when as retailer density increases in an area. The Amendment expressly prohibits the establishment of new smoke shops, thus reducing the availability of tobacco products in the City, while still providing strict guidelines for the two (2) shops currently operating. Prohibiting smoke shops also implements Policy LU 2.3 regarding the protection of residential areas from effects of incompatible uses. Through the express prohibition of smoke shops, with the exception of two (2) existing shops in the general commercial zone only, the Amendment protects residents from the influence of smoking and tobacco use throughout the City in furtherance of this Policy.
- B. **Adoption of Zoning Code Amendment Will Not Have Adverse Effect on Health, Safety, and Welfare:** The proposed Zoning Code Amendment will not be detrimental to the public health, safety, or welfare because it maintains the current residential zoning framework without introducing new uses or conditions that could pose risks. Indeed, the express prohibition on smoke shops avoids the introduction of harmful activities in areas that could disrupt the existing community standards or impact the health and welfare of adults and minors, alike.

- C. **Adoption of Zoning Code Amendment Will Not Adversely Affect or be Detrimental to Properties Within the Zone:** The proposed Zoning Code Amendment will not adversely affect or be detrimental to properties because it retains the current commercial zoning regulations and does not introduce new or incompatible uses that could negatively impact properties within the zone. By expressly prohibiting smoke shops, with the exception of two existing ones, the Amendment ensures that properties within applicable zone continue to experience consistent use without the disruptions that smoke shop operations might cause.
- D. **Consistency with Zoning Code:** The Amendment is internally consistent with other provisions of the Zoning Code, as it reinforces existing regulations that prohibit incompatible uses in commercial zones. By explicitly prohibiting smoke shops, the amendment supports the Zoning Code's overall objective to maintain commercial area's stability, and quality.

**SECTION 4. Zoning Code Amendment.** Article 47 of Chapter 2 of Title 9 is hereby added to the Artesia Municipal Code to read as follows:

**"Article 47 Smoke Shops Prohibited**

**9-2.4701 Definitions.**

**9-2.4702 Smoke Shops Prohibited.**

**9-2.4703 Exceptions.**

**9-2.4704 Enforcement.**

**9-2.4701 Definitions.**

*"Smoke Shop"* means any premises dedicated to the display, sale, distribution, delivery, offering, furnishing, or marketing of tobacco, tobacco products, or tobacco paraphernalia; provided, however, that any grocery store, supermarket, convenience store or similar retail use that only sells conventional cigars, cigarettes or tobacco as an ancillary sale shall not be defined as a "smoke shop" and shall not be subject to the restrictions in this Article.

**9-2.4702 Smoke Shops Prohibited.**

No person shall operate a smoke shop anywhere in the City, unless explicitly permitted as provided in this Article.

**9-2.4703 Exceptions.**

- (a) The two smoke shops that are legally operating within the City, as referenced in Ordinance No. 961 (each an "Existing Smoke Shop"), shall be considered legal nonconforming uses and shall be permitted to continue operating within the City notwithstanding anything to the contrary.

- (b) The Existing Smoke Shops shall be permitted only in the C-G general commercial zone, pursuant to the applicable regulations and standards within Article 32 of this chapter and any applicable Federal and/or State laws.
- (c) The Existing Smoke Shops shall each be granted only one (1) opportunity to relocate within the C-G general commercial zone, subject to the applicable regulations and standards within Article 32 of this chapter and any applicable Federal and/or State laws, and still maintain their legal nonconforming status. Any additional location changes shall terminate an Existing Smoke Shop's legal nonconforming use status.
- (d) An Existing Smoke Shop that remains in its current location shall be subject to the provisions of Article 21 of Chapter 2 of Title 9, "Nonconforming Uses" subject to the provisions of this Article. Any Existing Smoke Shop that exercises its right to relocate, once, shall be subject to the provisions of Article 21 of Chapter 2 of Title 9, "Nonconforming Uses" after its establishment at a new location.

#### **9-2.4704 Enforcement.**

The City shall be authorized to enforce this Article by all legal means, including administrative, civil, and criminal remedies."

**SECTION 5. Effective Date.** This Ordinance shall become effective thirty (30) days following its adoption.

**SECTION 6. Severability.** Should any provision of this Ordinance, or its application to any person or circumstance, be determined by a court of competent jurisdiction to be unlawful, unenforceable or otherwise void, that determination shall have no effect on any other provision of this Ordinance or the application of this Ordinance to any other person or circumstance, and, to that end, the provisions hereof are severable. The City Council of the City of Artesia declares that it would have adopted all the provisions of this Ordinance that remain valid if any provisions of this ordinance are declared invalid.

**SECTION 7. Adoption, Certification, and Publication.** The City Clerk of the City of Artesia shall certify the passage and adoption of this Ordinance and shall cause the same, or a summary thereof, to be published and/or posted in the manner required by law.

**SECTION 8. Record of Proceedings.** The documents and materials associated with this ordinance that constitute the record of proceedings on which these findings are based are located at 18747 Clarkdale Avenue, Artesia, California, 90701. The City Clerk is the custodian of the record of proceedings.

**PASSED, APPROVED AND ADOPTED** this 16<sup>th</sup> day of December, 2024.

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ATTEST:

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JENNIFER ALDERETE, CITY CLERK

APPROVED AS TO FORM:

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HONGDAO NGUYEN, CITY ATTORNEY



## PLANNING COMMISSION AGENDA REPORT

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**MEETING DATE:** October 15, 2024

**ITEM NO:** 7B.

**TO:** Honorable Chairperson and Members of the Planning Commission

**SUBJECT:** Case No. 2024-26/Resolution No. 2024-14P - Code Amendment for Smoke Shops

**FROM:** Okina Dor, Community Development Director

**REVIEWED AND APPROVED BY:**  
Okina Dor, Community Development Director

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### RECOMMENDED ACTIONS:

1. Open and conduct a public hearing; and
2. Adopt Resolution 2024-14P (Attachment 1):
  - A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ARTESIA RECOMMENDING THAT THE CITY COUNCIL ADOPT A ZONING ORDINANCE 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)

### BACKGROUND:

At its regular meeting on August 12, 2024, the City Council provided direction to staff to prepare a Zoning Code amendment to expressly prohibit smoke shops throughout the City. The direction also included allowing two existing smoke shops in the City to continue operating and relocate, if they so desire, given that those existing businesses have not generated any issues or complaints.

### ANALYSIS:

The City's Municipal Code does not expressly permit smoke shops. Any use that is not expressly permitted in the Code is deemed to be prohibited. The proposed Ordinance (Attachment 2) would memorialize and affirm a prohibition on smoke shops in the City, expressly. Specifically, the Ordinance affirms that (1) smoke shops are banned throughout the City, (2) however, smoke shops currently operating at 17510 Pioneer Boulevard Suite 207 and 18725 Pioneer Boulevard are permitted to continue as legal nonconforming uses, and (3) the latter smoke shops are prohibited in all zones, except the general commercial zone, within which they may change locations once. Moreover, they must abide by applicable State and federal laws.

The proposed Ordinance strikes a balance. The express prohibition on smoke shops aligns with the growing trend among California municipalities to restrict tobacco use, and protect their residents from the long-term negative health effects of smoking and tobacco use. The proposed Ordinance also recognizes and preserves businesses that are currently operating in the City that have not posed any nuisances or generated complaints.

### *Staff Findings*

Based on the evidence for the Zoning Ordinance Amendment and all other applicable information presented, staff finds that the proposed Code Amendment is appropriate for the following reasons:



1. **Consistency with City's General Plan:** The proposed Zoning Code Amendment is consistent with the following goals and principles of the City's General Plan 2030: Community Goal LU 1 of the Land Use Element aims to regulate, accommodate, and evaluate retail commercial activities within the City, while protecting and serving the residents. Smoke shops encourage tobacco use, including amongst the youth, and lead to heightened tobacco use when as retailer density increases in an area. The Amendment expressly prohibits the establishment of new smoke shops, thus reducing the availability of tobacco products in the City, while still providing strict guidelines for the two (2) shops currently operating. Prohibiting smoke shops also implements Policy LU 2.3 regarding the protection of residential areas from effects of incompatible uses. Through the express prohibition of smoke shops, with the exception of two (2) existing shops in the general commercial zone only, the Amendment protects residents from the influence of smoking and tobacco use throughout the City in furtherance of this Policy.
2. **Adoption of Zoning Code Amendment Will Not Have Adverse Effect on Health, Safety, and Welfare:** The proposed Zoning Code Amendment will not be detrimental to the public health, safety, or welfare because it maintains the current residential zoning framework without introducing new uses or conditions that could pose risks. Indeed, the express prohibition on smoke shops avoids Page 3 of 3 the introduction of harmful activities in areas that could disrupt the existing community standards or impact the health and welfare of adults and minors, alike.
3. **Adoption of Zoning Code Amendment Will Not Adversely Affect or be Detrimental to Properties Within the Zone:** The proposed Zoning Code Amendment will not adversely affect or be detrimental to properties because it retains the current commercial zoning regulations and does not introduce new or incompatible uses that could negatively impact properties within the zone. By expressly prohibiting smoke shops, with the exception of two existing ones, the Amendment ensures that properties within applicable zone continue to experience consistent use without the disruptions that smoke shop operations might cause.
4. **Consistency with Zoning Code:** The Amendment is internally consistent with other provisions of the Zoning Code, as it reinforces existing regulations that prohibit incompatible uses in commercial zones. By explicitly prohibiting smoke shops, the amendment supports the Zoning Code's overall objective to maintain commercial area's stability, and quality.

#### **ENVIRONMENTAL:**

The Planning Commission has determined that the proposed Zoning Code Amendment is exempt from the requirements of the CEQA pursuant State CEQA Guidelines Sections 15060(c)(2) and 15060(c)(3) because it can be seen with certainty that the proposed amendment will not result in a significant effect on the environment because it prohibits the land use of smoke shops and alternatively finding the amendment is categorically exempt from CEQA under State CEQA Guidelines Sections 15301 (Class 1 Existing Facilities) and 15061(b)(3) for any existing smoke shops that relocate into another space.

#### **PUBLIC NOTICE:**

Notice of the public hearing was published in the Los Cerritos Community News on October 4, 2024. Notice of the public hearing was also posted at three locations within City's bulletin board.

#### **Attachments**

[Resolution No. 2024-14P](#)

[Ordinance No. 24-961](#)

**CITY OF ARTESIA  
PLANNING COMMISSION**

**RESOLUTION NO. 2024-14P**

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF ARTESIA RECOMMENDING THAT THE CITY COUNCIL ADOPT A ZONING CODE AMENDMENT 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)**

**THE PLANNING COMMISSION OF THE CITY OF ARTESIA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:**

**SECTION 1:** The City of Artesia has a legitimate governmental interest in the health, safety and welfare of residents, and protecting against public nuisance activities pursuant to its police power under the California Constitution.

**SECTION 2:** Smoke shops encourage and enable tobacco use, including amongst the youth, and their density and proximity to one another drive up the use and sale of tobacco products within an area. The negative health effects of smoking and tobacco use, generally, including nicotine addiction and exposure to dangerous carcinogens, impacts the health and welfare of residents.

**SECTION 3:** The City acknowledges the establishment of two (2) existing smoke shops operating within the City that have not posed any public nor private nuisances, nor have they generated complaints from residents. Their existence at 17510 Pioneer Boulevard Suite 207 and 18725 Pioneer Boulevard as the only smoke shops in the City does not deteriorate the neighborhoods nor pose direct harm to residents. Thus. their nonconforming uses should be allowed.

**SECTION 4:** The Artesia Municipal Code ("AMC") does not expressly address smoke shops in any zone. However, because smoke shops are not expressly permitted under the AMC, such uses are prohibited in the City.

**SECTION 5:** In an effort to expressly affirm this prohibition, the City desires to amend portions of the AMC through the attached Ordinance (Attachment A) to expressly prohibit establishment of smoke shops, regulate the current smoke shops operating as legal nonconforming uses, and address the negative, secondary effects caused by smoke shop uses.

**SECTION 6:** The Planning Commission of the City of Artesia the conducted a duly noticed public hearing on October 15, 2024, to consider approval of this



Zoning Code Amendment, at which hearing members of the public were afforded an opportunity to comment upon this Amendment.

**SECTION 7:** The Planning Department has determined that the proposed action is exempt from the requirements of the California Environmental Quality Act (“CEQA”) pursuant to State CEQA Guidelines Sections 15060(c)(2) and 15060(c)(3) because it can be seen with certainty that the proposed amendment will not result in a significant effect on the environment because it prohibits the land use of smoke shops and alternatively finding the amendment is categorically exempt from CEQA under State CEQA Guidelines Sections 15301 (Class 1 Existing Facilities) and 15061(b)(3) for any existing smoke shops that relocate into another space. The Planning Commission has reviewed the Planning Department's determination of exemption, and based on its own independent judgment, concurs in the staff's determination of exemption.

**SECTION 8:** Based on all the evidence in the record, the Planning Commission recommends that the City Council adopt the proposing Zoning Code Amendment, attached hereto as Exhibit “A” and incorporated herein by reference pursuant to the following findings:

1. **Consistency with City’s General Plan:** The proposed Zoning Code Amendment is consistent with the following goals and principles of the City’s General Plan 2030: Community Goal LU 1 of the Land Use Element aims to regulate, accommodate, and evaluate retail commercial activities within the City, while protecting and serving the residents. Smoke shops encourage tobacco use, including amongst the youth, and lead to heightened tobacco use when as retailer density increases in an area. The Amendment expressly prohibits the establishment of new smoke shops, thus reducing the availability of tobacco products in the City, while still providing strict guidelines for the two (2) shops currently operating. Prohibiting smoke shops also implements Policy LU 2.3 regarding the protection of residential areas from effects of incompatible uses. Through the express prohibition of smoke shops, with the exception of two (2) existing shops in the general commercial zone only, the Amendment protects residents from the influence of smoking and tobacco use throughout the City in furtherance of this Policy.
2. **Adoption of Zoning Code Amendment Will Not Have Adverse Effect on Health, Safety, and Welfare:** The proposed Zoning Code Amendment will not be detrimental to the public health, safety, or welfare because it maintains the current residential zoning framework without introducing new uses or conditions that could pose risks. Indeed, the express prohibition on smoke shops avoids the introduction of harmful activities in areas that could disrupt the existing community standards or impact the health and welfare of adults and minors, alike.

3. **Adoption of Zoning Code Amendment Will Not Adversely Affect or be Detrimental to Properties Within the Zone:** The proposed Zoning Code Amendment will not adversely affect or be detrimental to properties because it retains the current commercial zoning regulations and does not introduce new or incompatible uses that could negatively impact properties within the zone. By expressly prohibiting smoke shops, with the exception of two existing ones, the Amendment ensures that properties within applicable zone continue to experience consistent use without the disruptions that smoke shop operations might cause.
4. **Consistency with Zoning Code:** The Amendment is internally consistent with other provisions of the Zoning Code, as it reinforces existing regulations that prohibit incompatible uses in commercial zones. By explicitly prohibiting smoke shops, the amendment supports the Zoning Code's overall objective to maintain commercial area's stability, and quality.

**SECTION 9:** The documents and materials associated with this Resolution that constitute the record of proceedings on which these findings are based are located at Artesia City Hall, 18747 Clarkdale Ave, Artesia, California 90701. The Community Development Director is the custodian of the record of proceedings.

**SECTION 10:** This Resolution shall become effective upon its adoption. The Planning Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 15<sup>th</sup> DAY of OCTOBER 2024.

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Victor Manalo, Chairperson

**ATTEST:**

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Okina Dor, Community Development Director

**ROLL CALL VOTE:**

AYES:	COMMISSIONERS:
NOES:	COMMISSIONERS:
ABSTAIN:	COMMISSIONERS:
ABSENT:	COMMISSIONERS:

EXHIBIT A  
PROPOSED ORDINANCE



# CITY COUNCIL AGENDA REPORT

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**MEETING DATE:** November 18, 2024

**ITEM NO:** 10D.

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

**SUBJECT:** Adoption of an Urgency Ordinance No. 24-962U Amending the Artesia Municipal Code relating to Accessory Dwelling Units

**FROM:** Okina Dor, 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 take the following action:

1. Open and conduct the public hearing; and
2. Waive full reading and adopt Ordinance No. 24-962U, An Urgency Ordinance of the City Council of the City of Artesia Amending Title 9, Chapter 2, Article 45, of the City of Artesia Municipal Code relating to Accessory Dwelling Units and Junior Accessory Dwelling Units, and Finding the Action to be Statutorily Exempt from CEQA Under Public Resources Code § 21080.17.

**BACKGROUND AND ANALYSIS:**

In recent years, the California Legislature has approved, and the Governor has signed into law, a number of bills that to impose new limits on local authority to regulate Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs). In 2024, the California Legislature approved, and the Governor signed into law, two new bills — AB 2533 and SB 1211 — that further amend state ADU and JADU law as summarized below.

**AB 2533 – Unpermitted ADUs and JADUs**

Subject to limited exceptions, existing state law prohibits a city from denying a permit to legalize an unpermitted ADU that was constructed before January 1, 2018, if the denial is based on the ADU not complying with applicable building, state or local ADU standards. One exception allows a city to deny a permit to legalize if the city makes a written finding that correcting the violation is necessary to protect the health and safety of the public or the occupants of the structure.

AB 2533 changes this by: (1) expanding the above prohibition to also include JADUs; (2) moving the construction-cutoff date from January 1, 2018, to January 1, 2020; and (3) replacing the above exception with a requirement that local agencies find that correcting the violation is necessary to comply with the standards specified in Health and Safety Code section 17920.3 (Substandard Buildings). (See amended Gov. Code, § 66332(a)–(f).)

**SB 1211 – Replacement Parking Requirements; Multifamily ADUs**

*Replacement Parking*

Existing state law prohibits the City from requiring off-street parking spaces to be replaced when a garage, carport or covered parking structure is demolished in conjunction with the construction of, or conversion to, an ADU.

SB 1211 amends this prohibition to now also prohibit a city from requiring replacement parking when an uncovered parking space is demolished for or replaced with an ADU. (See amended Gov. Code, § 66314(d)(11).)

### *Multifamily ADUs*

SB 1211 further defines *livable space* in connection with converted ADUs inside a multifamily dwelling structure. Existing state law requires the City to ministerially approve qualifying building-permit applications for ADUs within “portions of existing multifamily dwelling structures that are not used as livable space, including, but not limited to, storage rooms, boiler rooms, passageways, attics, basements, or garages ....” The term “livable space” is not defined by existing state ADU law.

SB 1211 changes this by adding a new definition: “‘Livable space’ means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.” (See amended Gov. Code, § 66313(e).)

SB 1211 also increases the number of detached ADUs that lots with an existing multifamily dwelling can have. Existing state law allows a lot with an existing or proposed multifamily dwelling to have up to two detached ADUs.

Under SB 1211, a lot with an *existing* multifamily dwelling can have up to eight detached ADUs, or as many detached ADUs as there are primary dwelling units on the lot, whichever is less. (See amended Gov. Code, § 66323(a)(4)(A)(ii).) SB 1211 does not alter the number of ADUs that a lot with a *proposed* multifamily dwelling can have — the limit remains at two. (See amended Gov. Code, § 66323(a)(4).)

### **SUMMARY:**

Both AB 2533 and SB 1211 take effect January 1, 2025. If the City’s ADU ordinance does not comply with requirements of both bills by that date, the City’s entire existing ADU ordinance becomes null and void as a matter of law, and the City will have to allow ADUs with no regulation except for the few requirements in the state ADU law itself. The approval of ADUs and JADUs based solely on these default statutory standards, without local regulations governing height, setback, landscape, and architectural review, among other things, would threaten the character of existing neighborhoods, and negatively impact property values, personal privacy, and fire safety.

The proposed Urgency Ordinance is an urgency measure, which means it will take immediate effect upon adoption. Typically, an ordinance affecting planning and zoning is approved by the Council after a Planning Commission recommendation, a first reading and introduction before the Council, and then a second reading at a regular Council meeting — with the Ordinance taking effect 30 days following adoption. But here it is necessary for the City Council to adopt this Urgency Ordinance as an urgency measure because AB 2533 and SB 1211 will take effect on January 1, 2025, before a non-urgency adoption would take effect. The Urgency Ordinance will ensure that the City’s ADU ordinance complies with recent changes in state law and incorporate other minor staff-generated revisions aimed at augmenting clarity for the benefit of staff and the general public. The Urgency Ordinance will be followed by a non-urgency ordinance subject to all normal procedures. The non-urgency ordinance is expected to be considered at the November 19, 2024, Planning Commission Meeting, where it will then be on the agenda for first reading at the following City Council meeting.

For the above reasons, staffs recommends that the City Council adopt the proposed Urgency Ordinance, which will ensure that the City’s ADU ordinance remains valid when AB 2533 and SB 1211 take effect on January 1, 2025.

### **PUBLIC NOTICE:**

The Notice of the Public Hearing for the urgency ordinance was published in the *Los Cerritos Community News* on November 8, 2024.

**ENVIRONMENTAL:**

Under California Public Resources Code section 21080.17, the California Environmental Quality Act ("CEQA") does not apply to the adoption of an ordinance by a city or county implementing the provisions of Article 2 of Chapter 13 of Division 1 of Title 7 of the California Government Code, which is California's ADU law and which also regulates JADUs, as defined by section 66313. Therefore, the proposed Urgency Ordinance is statutorily exempt from CEQA in that it implements state ADU law.

**RECOMMENDED COUNCIL ACTION:**

Staff recommends that the City Council take the following action:

1. Open and conduct the public hearing; and
2. Waive full reading and adopt Ordinance No. 24-962U, An Urgency Ordinance of the City Council of the City of Artesia Amending Title 9, Chapter 2, Article 45, of the City of Artesia Municipal Code relating to Accessory Dwelling Units and Junior Accessory Dwelling Units, and Finding the Action to be Statutorily Exempt from CEQA Under Public Resources Code § 21080.17.

**Attachments**

[Urgency Ordinance 24-962U.pdf](#)

[Urgency Ordinance 24-962U Exhibit A-1.pdf](#)

**URGENCY ORDINANCE NO. 24-962U**

**AN URGENCY ORDINANCE OF THE CITY COUNCIL OF  
THE CITY OF ARTESIA AMENDING TITLE 9, CHAPTER 2,  
ARTICLE 45, OF THE CITY OF ARTESIA MUNICIPAL  
CODE RELATING TO ACCESSORY DWELLING UNITS  
AND JUNIOR ACCESSORY DWELLING UNITS, AND  
FINDING THE ACTION TO BE STATUTORILY EXEMPT  
FROM CEQA UNDER PUBLIC RESOURCES CODE §  
21080.17**

WHEREAS, the City of Artesia, California (“City”) is a municipal corporation, duly organized under the constitution and laws of the State of California; and

WHEREAS, state law authorizes cities to act by ordinance to provide for the creation and regulation of accessory dwelling units (“ADUs”) and junior accessory dwelling units (“JADUs”); and

WHEREAS, in recent years, the California Legislature has approved, and the Governor has signed into law, a number of bills that, among other things, amend various sections of the Government Code to impose new limits on local authority to regulate ADUs and JADUs; and

WHEREAS, in 2024, the California Legislature approved, and the Governor signed into law, Assembly Bill 2533 (“AB 2533”) and Senate Bill 1211 (“SB 1211”), which further amend state ADU law; and

WHEREAS, AB 2533 and SB 1211 take effect January 1, 2025, and if the City’s ADU ordinance does not comply with the requirements imposed by those bills by that date, the City’s entire existing ADU ordinance becomes null and void as a matter of law; and; and

WHEREAS, the City desires to amend its local regulatory scheme for the construction of ADUs and JADUs to reflect AB 2533’s and SB 1211’s changes to state law; and

WHEREAS, there is a current and immediate threat to the public health, safety, or welfare based on the passage of AB 2533 and SB 1211 because if the City’s ordinance does not comply with this legislation by January 1, 2025 — and the City’s ADU ordinance becomes null and void as a matter of law — the City would thereafter be required to approve ADUs and JADUs in accordance with the few default standards that are provided in Chapter 13 of Division 1 of Title 7 of the California Government Code, which is the state ADU law; and

WHEREAS, the approval of ADUs and JADUs based solely on the default statutory standards, without local regulations governing height, setback, landscape, and architectural review, among other things, would threaten the character of existing neighborhoods, and negatively impact property values, personal privacy, and fire safety.

These threats to public safety, health, and welfare justify adoption of this Ordinance as an urgency ordinance to be effective immediately upon adoption by a four-fifths vote of the City Council; and

WHEREAS, to protect the public safety, health, and welfare, the City Council may adopt this Ordinance as an urgency measure in accordance with Government Code section 36937, subdivision (b).

NOW, THEREFORE, the City Council of the City of Artesia does ordain as follows:

**Section 1. Incorporation.** The recitals above are each incorporated by reference and adopted as findings by the City Council.

**Section 2. CEQA.** Under California Public Resources Code section 21080.17, the California Environmental Quality Act ("CEQA") does not apply to the adoption of an ordinance by a city or county implementing the provisions of Article 2 of Chapter 13 of Division 1 of Title 7 of the Government Code, which is California's ADU law and which also regulates JADUs, as defined by section 66313. Therefore, the adoption of this Ordinance is statutorily exempt from CEQA in that the proposed Ordinance implements state ADU law.

**Section 3. General Plan.** The City Council hereby finds that the adoption of the Ordinance is consistent with the General Plan as a matter of law under Government Code section 66314(c).

**Section 4. Code Amendment.** Sections 9-2.4501, 9-2.4502, 9-2.4503, 9-2.4504, 9-2.4505, 9-2.4506, and 9-2.4508 of the Artesia Municipal Code is hereby amended as provided in Exhibit "A-1," with additions shown in underline and deletions in ~~strike through~~, attached hereto and incorporated herein by reference. This Ordinance only amends select provisions within the sections listed above; all remaining provisions of Title 9, Chapter 2, Article 45 of the Artesia Municipal Code that are not amended by this Ordinance shall remain unchanged.

**Section 5. Effective Date.** This Ordinance takes effect immediately upon its adoption.

**Section 6. Publication.** The City Clerk directed to certify to the adoption of this Ordinance and post or publish this Ordinance as required by law.

**Section 7. HCD Submittal.** In accordance with Government Code section 66326, the City Clerk shall submit a copy of this Ordinance to the California Department of Housing and Community Development within 60 days after adoption.

**Section 8. Severability.** If any provision of this Ordinance or its application to any person or circumstance is held to be invalid, such invalidity has no effect on the other provisions or applications of the Ordinance that can be given effect without the invalid provision or application, and to this extent, the provisions of this Ordinance are severable.



The City Council declares that it would have adopted this Ordinance irrespective of the invalidity of any portion thereof.

**Section 9. Record of Proceedings.** The documents and materials associated with this ordinance that constitute the record of proceedings on which these findings are based are located at 18747 Clarkdale Avenue, Artesia, California, 90701. The City Clerk is the custodian of the record of proceedings

**PASSED, APPROVED AND ADOPTED** by the City Council of the City of Artesia, California, at a regular meeting of the City Council held on the 18th day of November, 2024 by the following vote:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

**CITY OF ARTESIA**

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Mayor

**ATTEST:**

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City Clerk

**APPROVED AS TO FORM:**

**BEST BEST & KRIEGER LLP**

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City Attorney

**EXHIBIT “A-1”**

**Amended ADU Regulations**

(follows this page)

**EXHIBIT “A-1”**  
**Title 9, Chapter 2, Article 45 – Accessory Dwelling Units**  
**(Deletions in strikethrough and additions underlined)**

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**§ 9-2.4501 Purpose.**

The purpose of this section is to allow and regulate accessory dwelling units (ADUs) and junior accessory dwelling units (JADUs) in compliance with ~~California Government Code Sections 65852.2 and 65852.22~~ Chapter 13 of Division 1 of Title 7 of the California Government Code.

**§ 9-2.4502 Effect of Conforming.**

An ADU or JADU that conforms to the standards in this section will not be:

- (a) Deemed to be inconsistent with the city’s general plan and zoning designation for the lot on which the ADU or JADU is located.
- (b) Deemed to exceed the allowable density for the lot on which the ADU or JADU is located.
- (c) Considered in the application of any local ordinance, policy, or program to limit residential growth.
- (d) Required to correct a nonconforming zoning condition, as defined in Section ~~9-2.4503(g)~~ 9-2.4503(h). This does not prevent the City from enforcing compliance with applicable building standards in accordance with Health and Safety Code section 17980.12.

**§ 9-2.4503 Definitions.**

As used in this article, terms are defined as follows:

...

- (f) “Livable space” means a space in a dwelling intended for human habitation, including living, sleeping, eating, cooking, or sanitation.

...

**§ 9-2.4504 Approvals.**

The following approvals apply to ADUs and JADUs under this section:

- (a) *Building-permit Only.* If an ADU or JADU complies with each of the general requirements in Section 9-2.4505, it is allowed with only a building permit in the following scenarios:

- (1) Converted on Single-family Lot: One ADU and one JADU on a lot with a proposed or existing single-family dwelling on it, where the ADU or JADU:
  - (i) Is either: within the space of a proposed single-family dwelling; within the existing space of an existing single-family dwelling; or (in the case of an ADU only) within the existing space of an accessory structure, plus up to 150 additional square feet if the expansion is limited to accommodating ingress and egress; and
  - (ii) Has exterior access that is independent of that for the single-family dwelling; and
  - (iii) Has side and rear setbacks sufficient for fire and safety, as dictated by applicable building and fire codes.
  - (iv) The JADU complies with the requirements of Government Code ~~Section 65852.22~~ Sections 66333 through 66339.

...

- (4) Limited Detached on Multifamily Lot: No more than two detached ADUs on a lot ~~that has an existing or with a proposed multifamily dwelling, or up to eight detached ADUs on a lot with an existing multifamily dwelling, if each detached ADU satisfies both all~~ of the following ~~limitations~~:
  - (i) The side- and rear-yard setbacks are at least four feet. If the existing multifamily dwelling has a rear or side yard setback of less than four feet, the city will not require any modification to the multifamily dwelling as a condition of approving the ADU.
  - (ii) The peak height above grade does not exceed the applicable height limit provided in Section 9-2.4505(b).
  - (iii) If the lot has an existing multifamily dwelling, the quantity of detached ADUs does not exceed the number of primary dwelling units on the lot.

#### **§ 9-2.4505 General ADU and JADU Requirements.**

The following requirements apply to all ADUs and JADUs that are approved under Section 9-2.4504(a) or (b):

- (a) *Zoning.*
  - (1) An ADU subject only to a building permit under Section 9-2.4504(a) may be created on a lot in a Residential or Mixed-Use Zone.

- (2) An ADU or JADU subject to an ADU permit under Section 9-2.4504(b) may be created on a lot that is zoned to allow single-family dwelling residential use or multifamily dwelling residential use.
- (3) In accordance with Government Code Section 66333(a), a JADU may only be created on a lot zoned for single-family residences.

...

- (e) *No Separate Conveyance.* An ADU or JADU may be rented, but, except as otherwise provided in Government Code Section ~~65852.26~~ 66341, no ADU or JADU may be sold or otherwise conveyed separately from the lot and the primary dwelling (in the case of a single-family lot) or from the lot and all of the dwellings (in the case of a multifamily lot).

...

- (h) *Deed Restriction.* Prior to issuance of a certificate of occupancy for an ADU or JADU, a deed restriction must be recorded against the title of the property in the County Recorder's office and a copy filed with the Director of Community Development. The deed restriction must run with the land and bind all future owners. The form of the deed restriction will be provided by the City and must provide that:

- (1) Except as otherwise provided in Government Code Section ~~65852.26~~ 66341, the ADU or JADU may not be sold separately from the primary dwelling.

...

#### **§ 9-2.4506 Specific ADU Requirements.**

The following requirements apply only to ADUs that require an ADU permit under Section 9-4.4504**(b)**.

...

- (e) *Passageway.* No passageway, as defined by Section 9-2.4503**~~(h)~~(i)**, is required for an ADU.
- (f) *Parking.*
  - (1) **No Parking Required.** California Government Code Section ~~65852.2~~ 66322 prohibits the City from requiring an off-street parking space for an ADU that is located within 1/2 mile walking distance of public transit. All lots in the City that are eligible for the creation of an ADU subject to this section are located within 1/2 mile walking distance of public transit.

Consequently, no off-street parking is required for an ADU subject to this subsection.

- (2) No Replacement. When a garage, carport, ~~or~~ covered parking structure, or uncovered parking space is demolished in conjunction with the construction of an ADU or converted to an ADU, those off-street parking spaces are not required to be replaced.

(g) *Architectural Requirements.*

- (1) The materials and colors of the exterior walls, roof, and windows and doors must ~~match be the appearance of~~ same as those of the primary dwelling.

...

- (6) ~~Windows and doors~~ No window or door of the ADU may not have a direct line of sight to an adjoining residential property. Fencing Each window and door must either be located where there is no direct line of sight or screened using fencing, landscaping, or privacy glass ~~may be used to provide screening and to~~ prevent a direct line of sight.

...

**§ 9-2.4508 Nonconforming Zoning Code Conditions, Building Code Violations, and Unpermitted Structures.**

- (a) *Generally.* The city will not deny an ADU or JADU application due to a nonconforming zoning condition, building code violation, or unpermitted structure on the lot that does not present a threat to the public health and safety and that is not affected by the construction of the ADU or JADU.
- (b) *Unpermitted ADUs and JADUs constructed before 20182020.*
  - (1) Permit to Legalize. As required by state law, the City may not deny a permit to legalize an existing but unpermitted ADU or JADU that was constructed before January 1, ~~2018~~2020, if denial is based on either of the following grounds:
    - (i) The ADU or JADU violates applicable building standards, or
    - (ii) The ADU or JADU does not comply with ~~the State ADU or JADU law (Government Code Section 65852.2)~~ or this ADU ordinance (Section 9-2.4501 et seq.).
  - (2) Exceptions.

- (i) Notwithstanding Subsection (b)(1), the City may deny a permit to legalize an existing but unpermitted ADU or JADU that was constructed before January 1, ~~2018~~2020, if the City makes a finding that correcting a violation is necessary to ~~protect the health and safety of the public or of occupants of the structure~~ comply with the standards specified in California Health and Safety Code section 17920.3.
- (ii) Subsection (b)(1) does not apply to a building that is deemed to be substandard in accordance with California Health and Safety Code section 17920.3.



# CITY COUNCIL AGENDA REPORT

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**MEETING DATE:** November 18, 2024

**ITEM NO:** 11A.

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

**SUBJECT:** Discussion Regarding Amending the Artesia Municipal Code Regarding Permits for Fireworks Sales

**FROM:** Melissa Burke, Deputy City Manager

**REVIEWED AND APPROVED BY:**

Jamie Murguia, Finance Manager

HongDao Nguyen, City Attorney

Abel Avalos, City Manager

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**RECOMMENDATION:**

It is recommended that the City Council discuss and provide direction to Staff regarding drafting a code amendment making changes to the criteria in the Artesia Municipal Code related to how organizations can receive permits for the sale of safe and sane fireworks in the City.

**BACKGROUND:**

The Artesia Municipal Code currently sets limits and regulations regarding the number and the types of organizations that can receive a permit to sell safe and sane fireworks in conjunction with the Fourth of July. The City is authorized under its police power to require a permit. For the last several years, the City has received seven applications for permits though eight permits are available.

The Code provides criteria that applicants must meet, in order to obtain a permit. Among other things, the Code requires that organizations be a nonprofit organization but does not define what constitutes a "nonprofit." Additionally, the Code provides priority to groups that meet certain residency requirements, but does not require the organization be an Artesia based nonprofit to obtain a permit. Councilmember Trevino requested the City Council discuss the possibility of directing Staff to amend the Artesia Municipal Code to provide more detail regarding what organizations may apply for, and be granted permits for fireworks stands.

**FISCAL IMPACT:**

If the City Council directs Staff to move forward with a code amendment, there will be a cost associated with drafting the Code amendment and meeting publication requirements.