

**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, April 13, 2026
7:00 p.m.**

1. CALL TO ORDER

1.A. Call to Order

2. ROLL CALL

2.A. Roll Call

3. INVOCATION

3.A. Invocation
— Pastor Bob DeLeon, Artesia Calvary Chapel

4. PLEDGE OF ALLEGIANCE

4.A. Pledge of Allegiance

5. PUBLIC COMMENTS

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

5.A. Public Comment

6. COUNCILMEMBER COMMENTS

6.A. Councilmember Comments

7. CEREMONIAL PRESENTATIONS

7.A. Donate Life Month Proclamation

- 7.B. National Volunteer Month
- 7.C. Armenian Genocide Commemoration Day Proclamation
- 7.D. 2026 California Distinguished Schools Certificates of Recognition
- 7.E. Community Development Professional Week

8. BUSINESS PRESENTATIONS

- 8.A. Los Angeles County Sheriff's Department Annual & Quarterly Report

9. CONSENT CALENDAR

It is recommended that Items (9A) through (9L) 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.

- 9.A. Waive Reading of All Ordinance and Resolutions Adoptions on the Agenda and Read by Title Only
— Recommendation: 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.
- 9.B. Accounts Payable Check Register - March 2026
— Recommendation: Receive and File.
- 9.C. City Financial Report - February 2026
— Recommendation: Receive and File.
- 9.D. AB 1234 Reporting
— Recommendation: Receive and File.
- 9.E. City Council Meeting Minutes
— Recommendation: Approve Minutes as Presented for February 9, 2026 - Regular Meeting, February 19, 2026 - Special Meeting, and February 23, 2026 - Special Meeting.
- 9.F. Proclamations
— Recommendation: Approve the Issuance of Proclamations Designating April 2026 as Arbor Day, Earth Day, California Cities Week, and Autism Awareness Month.
- 9.G. Second Reading and Consideration of Adoption of Ordinance Regarding the Levy of Special Taxes for Annexation No. 4
— Recommendation: Adopt Ordinance No. 26-983, Authorizing the Levy of Special Taxes in a Community Facilities District, Including Certain Annexation Territory Identified as Annexation No. 4 Into City of Artesia, Community Facilities District No. 2017-1 (Services))

9.H. Resolution Regarding a Statement of Investment Policy

— Recommendation: Adopt Resolution No. 26-3080, Approving a Statement of Investment Policy, and Repealing Resolution No. 25-3052.

9.I. Request To Display of Any Commemorative Flags

— Recommendation: Approve the Temporary Display of Two Commemorative Flags on the Pole in Front of City Hall on the Specified Dates: Tree City USA Flag To Be Displayed From April 14 to May 15, 2026; And Progress Pride Flag To Be Displayed From June 1 to June 30, 2026.

9.J. Resolution Regarding Amending the Facility Use Regulations Relating to Artesia-Based Non-Profit Organizations

— Recommendation: Approve Resolution No. 26-3081, Amending Facility Use Regulations, Carrying Forward the Existing Facility Use Fee Schedule, and Repealing Resolution No. 25-3064

9.K. Resolution Regarding Public Notice Posting Locations

— Recommendation: Adopt Resolution No. 26-3083, Establishing the Location in the City of Artesia as a Public Place for Posting.

9.L. Third Amendment to the Paratransit Demand Response Transportation Services Agreement with Administrative Services Cooperative, Inc. to Provide On-Demand Transportation for Qualified Participants

— Recommendation: Approve, and Authorize the City Manager To Execute a Third Amendment on Their Behalf, to the Paratransit Demand Response Transportation Services Agreement Between the City of Artesia and Administrative Services Cooperative, Inc. To Provide Paratransit Demand-Response Transportation Services for an Amount Not To Exceed \$359,000

10. PUBLIC HEARING

10.A. Introduction of an Ordinance Regarding Arco AM/PM Code Amendment and Conditional Use Permit (Case No. 2025-12)

— Recommendation: Waive Full Reading and Introduce by Title, Ordinance No. 26-984, Amending Section 9-2.3203(l) to Title 9 of the Artesia Municipal Code Amending Regulations Related to Alcohol Sales at Automobile Service Stations in the General Commercial (CG) Zone; And Determining the Ordinance To Be Exempt From CEQA;

— Find the Ordinance Exempt From the California Environmental Quality Act (CEQA) Pursuant to State CEQA Guidelines §§15061(b)(3) and 15378(b)(5).

11. DISCUSSION

11.A. Resolution Regarding the Contingent Designation of Pioneer Boulevard as 'Little India' Upon the Formation of a Business Improvement District

— Recommendation: Adopt Resolution No. 26-3082, a Resolution of the City Council of the City of Artesia, California, Designating the Area Along Pioneer Boulevard From 183rd Street to 188th Street as 'Little India,' Contingent Upon the Formation of a Business Improvement District and Adoption of Assessments.

- 11.B. Introduction of an Ordinance Relating to New Developments' Annexation into Financing Districts
— Recommendation: Waive Full Reading and Introduce, Ordinance No. Adding Chapter 16 to Title 8 of the Artesia Municipal Code Relating to New Developments and Annexation Into Financing Districts and Setting Alternatives and Exemptions; And Determining the Ordinance To Be Exempt From CEQA, Pursuant to CEQA Guideline Sections 15378(b)(5) and 15061(b)(3)
- 11.C. City Paid Parking Program
— Recommendation: Approve, and Direct Staff To Take the Following Actions:
— Return With a Five-Year Professional Service Agreement (PSA) With Passport Labs, Inc. For a Mobile Pay Application To Manage the Hourly Paid Parking Program in the Designated Areas of the City Including the Downtown and the Residential Parking Permit Program;
— Return With an Agreement To Secure Three Physical Parking Meters in in the Paid Parking Areas Downtown To Meet the Requirements of SB532;
— Approve the Recommendation From the Public Safety Commission To Standardize Paid Parking Fees at \$2.00 per Hour for Both On-Street and Off-Street Parking in the Downtown Area and Remove the First Hour Free Offering and Return With a Corresponding Ordinance To Adjust the Parking Fees; And
— Approve the Recommendation From the Public Safety Commission To Update the Artesia Municipal Code Regarding the Residential Parking Permit Program To Reduce the Number of Qualified Residential Permits Issued per Household to Three per Household, Change Visitor Passes From Annual to as Needed 24-Hour Permits, and To Charge Fees To Cover the Cost of Managing the Program.
- 11.D. Code Enforcement Process and Approval of Mobile Surveillance Camera Lease
— Recommendation: Receive and File the Code Enforcement Presentation; Approve the Use of the \$25,000 To Lease a Mobile Surveillance Camera as a Pilot Program for (FY) 2025-26; And Provide Feedback To Staff for Fiscal Year (FY) 2026-27 Recommendations.

12. CITY MANAGER INFORMATIONAL REPORTING

- 12.A. City Manager Reporting

13. COUNCILMEMBER COMMENTS

- 13.A. Councilmember Comments

14. ADJOURNMENT

- 14.A. 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: April 9, 2026



CITY COUNCIL AGENDA REPORT

MEETING DATE: April 13, 2026

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

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

MEETING DATE: April 13, 2026

ITEM NO: 9B.

TO: Mayor and Members of the City Council

SUBJECT: Accounts Payable Check Register - March 2026

FROM: Jamie Murguia, Finance Manager

REVIEWED AND APPROVED BY:

Melissa Burke, Deputy City Manager

Abel Avalos, City Manager

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 March 1, 2026 through March 31, 2026.

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 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

[March 2026 Demand Check Register.pdf](#)

City of Artesia

March 2026 Check Register

Date	Transaction # Description	Transaction Type	Post Date Due Date	Transaction Payment # Amount	Payment Date	Amount Paid
ABC EDUCATION FOUNDATION						
03/10/2026	SPONSOR	Invoice	03/10/2026	\$700.00 87670	03/10/2026	\$700.00
	ABCUSD State of our Schools Table (700\$) ATTN		03/10/2026			
	Totals for ABC EDUCATION FOUNDATION:			\$700.00		\$700.00
ADP COMMERCIAL LEASING LLC						
03/30/2026	3004890	Invoice	03/30/2026	\$98.96 41426	03/30/2026	\$98.96
	Lease 007-0089611-001		03/30/2026			
	Totals for ADP COMMERCIAL LEASING LLC:			\$98.96		\$98.96
ADP, Inc.						
03/06/2026	715028701	Invoice	03/06/2026	\$75.00 41406	03/18/2026	\$75.00
	Processing Charges for		03/06/2026			
03/06/2026	715024644	Invoice	03/06/2026	\$125.00 41406	03/18/2026	\$125.00
	Processing Charges for 2025/Q4 Y/E Information		03/06/2026			
03/27/2026	716361742	Invoice	03/27/2026	\$586.75 41427	03/27/2026	\$586.75
	Processing Charges for 6GE for 02.28.26 and 4QTR25		03/27/2026			
03/27/2026	716360813	Invoice	03/27/2026	\$1,785.50 41428	03/27/2026	\$1,785.50
	AHH Processing for PPE 03.13.2026 and 4QTR25		03/27/2026			
03/13/2026	715272373	Invoice	03/13/2026	\$814.00 41429	03/13/2026	\$814.00
	AHH Processing Charges for PPE 02/27/26 Workforce		03/13/2026			
	Totals for ADP, Inc.:			\$3,386.25		\$3,386.25
AFSCME DISTRICT COUNCIL 36						
03/06/2026	03062026	Invoice	03/10/2026	\$863.51 87671	03/10/2026	\$863.51
	Union Dues, Payroll		03/10/2026			
03/20/2026	03202026	Invoice	03/24/2026	\$869.25 87742	03/24/2026	\$869.25
	Union Dues, Payroll		03/24/2026			
	Totals for AFSCME DISTRICT COUNCIL 36:			\$1,732.76		\$1,732.76
AFSCME PEOPLE						
03/20/2026	03202026	Invoice	03/24/2026	\$8.34 87743	03/24/2026	\$8.34
	Payroll 03.06.2026 and		03/24/2026			
	Totals for AFSCME PEOPLE:			\$8.34		\$8.34
AJIT DUDHEKER						
03/17/2026	102406380	Invoice	03/17/2026	\$1,500.00 87704	03/17/2026	\$1,500.00
	Security Deposit Refund		03/17/2026			
	Totals for AJIT DUDHEKER:			\$1,500.00		\$1,500.00
AKESO OCCUPATIONAL HEALTH						
02/12/2026	EM069004	Invoice	03/10/2026	\$115.50 87672	03/10/2026	\$115.50
	Physical - Pre Employment		03/10/2026			
	Totals for AKESO OCCUPATIONAL HEALTH:			\$115.50		\$115.50
ALAN'S LAWN & GARDEN CENTER INC						
02/06/2026	121539	Invoice	03/03/2026	\$238.55 87649	03/03/2026	\$238.55
	Diagnostics and Maintenance of Hedge		03/03/2026			
02/02/2026	120749	Invoice	03/03/2026	\$471.60 87649	03/03/2026	\$471.60
	New Weed Trimmer and		03/03/2026			
	Totals for ALAN'S LAWN & GARDEN CENTER INC:			\$710.15		\$710.15
ALL CITY MANAGEMENT SERVICES						
03/06/2026	104367	Invoice	03/17/2026	\$12,338.05 87705	03/17/2026	\$12,338.05
	2/15- 2/28/26 Crossing		03/17/2026			
03/23/2026	PS-INV104729	Invoice	03/30/2026	\$13,698.73 87781	03/30/2026	\$13,698.73
	Crossing Guard Service		03/30/2026			
	Totals for ALL CITY MANAGEMENT SERVICES:			\$26,036.78		\$26,036.78
ANA CRUZ LOPEZ						
03/04/2026	11820-R002	Invoice	03/10/2026	\$15,700.00 87673	03/10/2026	\$15,700.00

Relocation and Moving
Assistance Payment to

03/04/2026

Totals for ANA CRUZ LOPEZ: \$15,700.00 \$15,700.00

ANDREW HERNANDEZ

03/03/2026	2025101	Invoice	03/03/2026	\$1,125.00	87650	03/03/2026	\$1,125.00
	Spring Baseball 2025		03/03/2026				
03/17/2026	2024102	Invoice	03/17/2026	\$860.00	87706	03/17/2026	\$860.00
	2024 OVER THE LINE		03/17/2026				
03/17/2026	2025102	Invoice	03/17/2026	\$860.00	87706	03/17/2026	\$860.00
	2025 OVER THE LINE		03/17/2026				
Totals for ANDREW HERNANDEZ:				\$2,845.00			\$2,845.00

ARTESIA BUILDING MATERIALS

02/17/2026	112159-110337	Invoice	03/17/2026	\$44.19	87707	03/17/2026	\$44.19
	Sand for Sand Baqs		03/17/2026				
02/17/2026	112163-110338	Invoice	03/17/2026	\$44.19	87707	03/17/2026	\$44.19
	Sand for Sand Baqs		03/17/2026				
Totals for ARTESIA BUILDING MATERIALS:				\$88.38			\$88.38

ARTESIA CERRITOS LIONS CLUB

03/10/2026	3-2026	Invoice	03/10/2026	\$19,800.00	87708	03/17/2026	\$19,800.00
	2026 Community Benefits		03/10/2026				
Totals for ARTESIA CERRITOS LIONS CLUB:				\$19,800.00			\$19,800.00

ARTESIA CHRISTIAN HOME

03/24/2026	1-2026	Invoice	03/24/2026	\$27,000.00	87744	03/24/2026	\$27,000.00
	Community Benefits Grant		03/24/2026				
Totals for ARTESIA CHRISTIAN HOME:				\$27,000.00			\$27,000.00

ASEEM CHAWLA

03/10/2026	17669	Invoice	03/10/2026	\$1,900.00	87675	03/10/2026	\$1,900.00
	Deposit Refund - 17923		03/10/2026				
Totals for ASEEM CHAWLA:				\$1,900.00			\$1,900.00

AT&T

03/17/2026	287344025104X0304202	Invoice	03/17/2026	\$707.12	41407	03/18/2026	\$707.12
	26/03 License Plate Readers		03/17/2026				
03/26/2026	287252847559X0313202	Invoice	03/26/2026	\$223.08	41430	03/26/2026	\$223.08
	26/03 Parking Handheld		03/26/2026				
Totals for AT&T:				\$930.20			\$930.20

BC TRAFFIC SPECIALIST

02/26/2026	108627	Invoice	03/10/2026	\$527.17	87676	03/10/2026	\$527.17
	Traffic Signage		03/10/2026				
Totals for BC TRAFFIC SPECIALIST:				\$527.17			\$527.17

BEST BEST & KRIEGER LLP

02/27/2026	1054461	Invoice	03/03/2026	\$3,880.60	87651	03/03/2026	\$3,880.60
	26/01 Complex Real Estate		03/03/2026				
03/11/2026	1055972	Invoice	03/17/2026	\$25.20	87709	03/17/2026	\$25.20
	26/02 Public Works		03/17/2026				
03/11/2026	1055976	Invoice	03/17/2026	\$35.00	87709	03/17/2026	\$35.00
	26/02 Motel 6		03/17/2026				
03/11/2026	1055971	Invoice	03/17/2026	\$213.00	87709	03/17/2026	\$213.00
	26/02 City Clerk		03/17/2026				
03/11/2026	1055982	Invoice	03/17/2026	\$391.40	87709	03/17/2026	\$391.40
	26/02 Public Records Act		03/17/2026				
03/11/2026	1055968	Invoice	03/17/2026	\$932.40	87709	03/17/2026	\$932.40
	26/02 City Manager		03/17/2026				
03/11/2026	1055974	Invoice	03/17/2026	\$1,155.00	87709	03/17/2026	\$1,155.00
	26/02 CFD General		03/17/2026				
03/11/2026	1055969	Invoice	03/17/2026	\$1,436.40	87709	03/17/2026	\$1,436.40
	26/02 Administration		03/17/2026				
01/12/2026	1050578	Invoice	03/17/2026	\$1,612.80	87709	03/17/2026	\$1,612.80
	25/12 Annexation - 17610		03/17/2026				
02/19/2026	1054017	Invoice	03/17/2026	\$2,027.00	87709	03/17/2026	\$2,027.00
	26/01 Annexation - 17610		03/17/2026				
03/11/2026	1055970	Invoice	03/17/2026	\$2,041.20	87709	03/17/2026	\$2,041.20
	26/02 Planning		03/17/2026				
03/11/2026	1055978	Invoice	03/17/2026	\$2,859.80	87709	03/17/2026	\$2,859.80
	26/02 Code Enforcement		03/17/2026				
03/11/2026	1055975	Invoice	03/17/2026	\$3,500.00	87709	03/17/2026	\$3,500.00
	26/02 Special Projects -		03/17/2026				

03/11/2026	1055967	Invoice	03/17/2026	\$3,578.40 87709	03/17/2026	\$3,578.40
	26/02 City Council Project		03/17/2026			
03/11/2026	1055981	Invoice	03/17/2026	\$4,126.50 87709	03/17/2026	\$4,126.50
	26/02 Deposit - 11746		03/17/2026			
	South, 16809 Pioneer, 16905					
03/11/2026	1055977	Invoice	03/17/2026	\$4,865.00 87709	03/17/2026	\$4,865.00
	26/02 Economic		03/17/2026			
03/11/2026	1055979	Invoice	03/17/2026	\$4,878.17 87710	03/17/2026	\$4,878.17
	26/02 Annexation - 17610		03/17/2026			
03/11/2026	1055973	Invoice	03/17/2026	\$5,927.19 87710	03/17/2026	\$5,927.19
	26/02 Labor/Employment		03/17/2026			
03/11/2026	1055980	Invoice	03/17/2026	\$11,212.90 87710	03/17/2026	\$11,212.90
	26/02 General Litigation		03/17/2026			
		<i>Totals for BEST BEST & KRIEGER LLP:</i>		<u>\$54,697.96</u>		<u>\$54,697.96</u>
BRANDON REILLY						
03/24/2026	10278488	Invoice	03/24/2026	\$150.00 87745	03/24/2026	\$150.00
	Security Deposit Refund		03/24/2026			
		<i>Totals for BRANDON REILLY:</i>		<u>\$150.00</u>		<u>\$150.00</u>
BROTHERS JANITORIAL SUPPLY COMPANY						
02/24/2026	232	Invoice	03/03/2026	\$88.34 87652	03/03/2026	\$88.34
	Gloves for Public Works		03/03/2026			
01/28/2026	231	Invoice	03/03/2026	\$847.54 87652	03/03/2026	\$847.54
	Trash Liner Supplies		03/03/2026			
		<i>Totals for BROTHERS JANITORIAL SUPPLY COMPANY:</i>		<u>\$935.88</u>		<u>\$935.88</u>
BUILDRITE CONSTRUCTION						
03/10/2026	18006	Invoice	03/10/2026	\$1,920.00 87677	03/10/2026	\$1,920.00
	C&D Deposit Refund -		03/10/2026			
		<i>Totals for BUILDRITE CONSTRUCTION:</i>		<u>\$1,920.00</u>		<u>\$1,920.00</u>
CALIFORNIA CLERK ADMINISTRATION SERVICES, LLC						
02/01/2026	#A-014	Invoice	03/10/2026	\$450.00 87678	03/10/2026	\$450.00
	Transcription of minutes		03/10/2026			
	12/18, 12/15 Reg & Sp, (4)					
03/22/2026	#A-015	Invoice	03/30/2026	\$1,200.00 87782	03/30/2026	\$1,200.00
	Transcription of minutes		03/30/2026			
	1/12, 1/26, 2/9, 2/19, 2/23 5					
		<i>Totals for CALIFORNIA CLERK ADMINISTRATION SERVICES, LLC:</i>		<u>\$1,650.00</u>		<u>\$1,650.00</u>
CalPers						
03/06/2026	03062026	Invoice	03/06/2026	\$26,607.26 41408	03/18/2026	\$26,607.26
	Pers/Pepra Retirement		03/06/2026			
03/01/2026	4203484552-03/2026	Invoice	03/01/2026	\$93,151.08 41419	03/25/2026	\$93,151.08
	26/03 Health Premium		03/01/2026			
03/24/2026	03202026	Invoice	03/24/2026	\$567.16 41419	03/25/2026	\$567.16
	Pers/Pepra Retirement		03/24/2026			
03/24/2026	03202026	Invoice	03/24/2026	\$26,462.74 41419	03/25/2026	\$26,462.74
	Pers/Pepra Retirement		03/24/2026			
		<i>Totals for CalPers:</i>		<u>\$146,788.24</u>		<u>\$146,788.24</u>
CELL BUSINESS EQUIPMENT						
03/05/2026	5037927567	Invoice	03/17/2026	\$659.69 87711	03/17/2026	\$659.69
	3/20-4/19/26 Sharp Copiers		03/17/2026			
		<i>Totals for CELL BUSINESS EQUIPMENT:</i>		<u>\$659.69</u>		<u>\$659.69</u>
CESA						
02/06/2026	3413	Invoice	03/10/2026	\$649.00 87679	03/10/2026	\$649.00
	CESA Conference		03/10/2026			
		<i>Totals for CESA:</i>		<u>\$649.00</u>		<u>\$649.00</u>
CHEE SALETTE ARCHITECTURE OFFICE						
03/01/2026	2024-08-17	Invoice	03/10/2026	\$4,350.00 87680	03/10/2026	\$4,350.00
	26/02 Design Services for		03/10/2026			
02/01/2026	2024-08-16	Invoice	03/10/2026	\$8,277.50 87680	03/10/2026	\$8,277.50
	26/01 Design Services for		03/10/2026			
		<i>Totals for CHEE SALETTE ARCHITECTURE OFFICE:</i>		<u>\$12,627.50</u>		<u>\$12,627.50</u>
CINTAS CORP						
02/18/2026	4260108489	Invoice	03/17/2026	\$299.61 87712	03/17/2026	\$299.61
	26/02 AJ Park Janitorial		03/17/2026			
02/11/2026	4259337971	Invoice	03/17/2026	\$701.62 87712	03/17/2026	\$701.62
	26/02 Artesia Park Janitorial		03/17/2026			

				Totals for CINTAS CORP:	\$1,001.23		\$1,001.23
CITY OF BELL							
03/06/2026	2026-0211-6	Invoice	03/24/2026	\$75.00	87746	03/24/2026	\$75.00
	City Manager Luncheon		03/24/2026				
	2026						
				Totals for CITY OF BELL:	\$75.00		\$75.00
CITY OF BREA							
03/10/2026	ASIT001582	Invoice	03/17/2026	\$5,480.00	87713	03/17/2026	\$5,480.00
	26/02 IT service and onsite		03/17/2026				
				Totals for CITY OF BREA:	\$5,480.00		\$5,480.00
CITY OF NORWALK							
03/24/2026	3507800-00-031526	Invoice	03/24/2026	\$68.55	87747	03/24/2026	\$68.55
	01/15-03/15/26 11908 169th		03/24/2026				
03/24/2026	3507880-00-031526	Invoice	03/24/2026	\$1,048.42	87747	03/24/2026	\$1,048.42
	01/15-03/15/26 169th &		03/24/2026				
				Totals for CITY OF NORWALK:	\$1,116.97		\$1,116.97
CITY OF NORWALK							
02/23/2026	SGNL000334	Invoice	03/10/2026	\$602.01	87681	03/10/2026	\$602.01
	7/9-1/7/26 166th & Elaine		03/10/2026				
				Totals for CITY OF NORWALK:	\$602.01		\$602.01
CLEARGOV INC.							
03/01/2026	2026-19146	Invoice	03/10/2026	\$11,546.67	87682	03/10/2026	\$11,546.67
	FY 25-26 Personnel and		03/10/2026				
				Totals for CLEARGOV INC.:	\$11,546.67		\$11,546.67
COLONIAL LIFE							
03/01/2026	70687030301114	Invoice	03/01/2026	\$4,467.50	41409	03/18/2026	\$4,467.50
	26/03 Supplemental		03/01/2026				
				Totals for COLONIAL LIFE:	\$4,467.50		\$4,467.50
COMCATE SOFTWARE, INC.							
10/01/2025	9146	Invoice	03/10/2026	\$18,299.36	87683	03/10/2026	\$18,299.36
	2026 Comcate Software		03/10/2026				
				Totals for COMCATE SOFTWARE, INC.:	\$18,299.36		\$18,299.36
CRYSTAL TIMBERLAKE							
09/02/2025	82898	Invoice	09/24/2025	\$57.00	87714	03/17/2026	\$57.00
	Live Scan		09/24/2025				
				Totals for CRYSTAL TIMBERLAKE:	\$57.00		\$57.00
DAVID M MARQUEZ JR.							
01/28/2026	108	Invoice	03/30/2026	\$1,500.00	87783	03/30/2026	\$1,500.00
	Restaurant week promotion		03/30/2026				
				Totals for DAVID M MARQUEZ JR.:	\$1,500.00		\$1,500.00
DAWGS MENTALITY ATHLETICS LIMITED							
02/10/2026	100894800	Invoice	03/17/2026	\$360.00	87715	03/17/2026	\$360.00
	Refund for unavailable field		03/17/2026				
				Totals for DAWGS MENTALITY ATHLETICS LIMITED:	\$360.00		\$360.00
DELTA DENTAL INSURANCE COMPANY							
03/01/2026	70144-00001-030126	Invoice	03/10/2026	\$419.24	87684	03/10/2026	\$419.24
	26/03 HMO Dental		03/10/2026				
				Totals for DELTA DENTAL INSURANCE COMPANY:	\$419.24		\$419.24
DERAIN DAVIS							
03/02/2026	004	Invoice	03/24/2026	\$400.00	87748	03/24/2026	\$400.00
	Spring Eggstravaganza &		03/24/2026				
				Totals for DERAINE DAVIS:	\$400.00		\$400.00
DISASTER MANAGEMENT AREA E							
11/18/2025	2025-26-001	Invoice	03/30/2026	\$2,488.00	87784	03/30/2026	\$2,488.00
	FY25/26 Membership Dues		03/30/2026				
				Totals for DISASTER MANAGEMENT AREA E:	\$2,488.00		\$2,488.00
DUNN-EDWARDS CORPORATION							
02/20/2026	2074A46066	Invoice	03/10/2026	\$43.48	87685	03/10/2026	\$43.48
	Red Paint for Curb		03/10/2026				
				Totals for DUNN-EDWARDS CORPORATION:	\$43.48		\$43.48
DUPRE ENTERPRISES							
02/26/2026	113889	Invoice	03/17/2026	\$280.00	87716	03/17/2026	\$280.00
	Lighting repairs at AJ		03/17/2026				
03/04/2026	113901	Invoice	03/17/2026	\$2,853.44	87716	03/17/2026	\$2,853.44
	Lighting repairs at AJ		03/17/2026				

02/19/2026	Padelford Park parking lot 113885	Invoice	03/17/2026	\$7,992.75 87716	03/17/2026	\$7,992.75
03/18/2026	Lighting LED replacement at 113910	Invoice	03/17/2026			
	Power Loss at Corby Parking		03/24/2026	\$560.00 87749	03/24/2026	\$560.00
			03/24/2026			
		<i>Totals for DUPRE ENTERPRISES:</i>		<u>\$11,686.19</u>		<u>\$11,686.19</u>
EDITH GUERRA						
03/24/2026	FY25/26	Invoice	03/24/2026	\$1,105.00 87750	03/24/2026	\$1,105.00
	Tuition Reimbursement		03/24/2026			
		<i>Totals for EDITH GUERRA:</i>		<u>\$1,105.00</u>		<u>\$1,105.00</u>
Enterprise FM Trust						
03/04/2026	480414A-030426	Invoice	03/04/2026	\$5,723.25 41410	03/18/2026	\$5,723.25
	26/03 Electric Vehicle Lease		03/04/2026			
	& Fleet Maintenance					
		<i>Totals for Enterprise FM Trust:</i>		<u>\$5,723.25</u>		<u>\$5,723.25</u>
ERIK JUAREZ ESTRADA						
03/09/2026	11820-R001	Invoice	03/10/2026	\$13,600.00 87686	03/10/2026	\$13,600.00
	Acquisition of 11820 168th		03/09/2026			
		<i>Totals for ERIK JUAREZ ESTRADA:</i>		<u>\$13,600.00</u>		<u>\$13,600.00</u>
ERNESTO OLIVARES						
03/17/2026	APR2026	Invoice	03/17/2026	\$240.64 87717	03/17/2026	\$240.64
	26/04 Medical Premium		03/17/2026			
		<i>Totals for ERNESTO OLIVARES:</i>		<u>\$240.64</u>		<u>\$240.64</u>
FIDELITY SECURITY LIFE INSURANCE CO.						
03/03/2026	167225584	Invoice	03/03/2026	\$687.54 41411	03/18/2026	\$687.54
	26/03 Vision Coverage		03/03/2026			
		<i>Totals for FIDELITY SECURITY LIFE INSURANCE CO.:</i>		<u>\$687.54</u>		<u>\$687.54</u>
FIESTA COOPERATIVE INC.						
02/28/2026	260207	Invoice	03/24/2026	\$10,652.95 87751	03/24/2026	\$10,652.95
	26/02 Dial-a-Ride Services		03/24/2026			
		<i>Totals for FIESTA COOPERATIVE INC.:</i>		<u>\$10,652.95</u>		<u>\$10,652.95</u>
FIRST CHOICE CHARTERS						
03/03/2026	1581	Invoice	03/10/2026	\$1,400.00 87687	03/10/2026	\$1,400.00
	Bus Trip for YAL on 4/10		03/03/2026			
		<i>Totals for FIRST CHOICE CHARTERS:</i>		<u>\$1,400.00</u>		<u>\$1,400.00</u>
FLEXTG						
02/24/2026	INV53514-F	Invoice	03/03/2026	\$605.09 87653	03/03/2026	\$605.09
	1/20-2/19/26 Overage		03/03/2026			
03/23/2026	INV62331-F	Invoice	03/30/2026	\$622.15 87785	03/30/2026	\$622.15
	Copy Machine Usage 2/20-		03/30/2026			
		<i>Totals for FLEXTG:</i>		<u>\$1,227.24</u>		<u>\$1,227.24</u>
FOSTER & FOSTER INC						
12/10/2025	39389	Invoice	03/10/2026	\$7,500.00 87688	03/10/2026	\$7,500.00
	FY 24-25 GASB 75		03/10/2026			
		<i>Totals for FOSTER & FOSTER INC:</i>		<u>\$7,500.00</u>		<u>\$7,500.00</u>
FRANCHISE TAX BOARD						
03/06/2026	03062026	Invoice	03/10/2026	\$80.00 87689	03/10/2026	\$80.00
	Ericka Jackson, 03/06/2026		03/10/2026			
03/20/2026	03202026	Invoice	03/24/2026	\$46.09 87752	03/24/2026	\$46.09
	Rene Trevino, 03/20/26		03/24/2026			
03/20/2026	03202026	Invoice	03/24/2026	\$80.00 87753	03/24/2026	\$80.00
	Ericka Jackson, 03/20/26		03/24/2026			
		<i>Totals for FRANCHISE TAX BOARD:</i>		<u>\$206.09</u>		<u>\$206.09</u>
FREDIELY CHAI						
03/17/2026	101879146	Invoice	03/17/2026	\$150.00 87718	03/17/2026	\$150.00
	Facility Deposit Refund		03/17/2026			
		<i>Totals for FREDIELY CHAI:</i>		<u>\$150.00</u>		<u>\$150.00</u>
FRONTIER						
03/15/2026	3231563850-021926	Invoice	03/15/2026	\$184.99 41412	03/18/2026	\$184.99
	City Hall Internet 2/19-		03/15/2026			
03/12/2026	5628095136-021626	Invoice	03/12/2026	\$236.06 41412	03/18/2026	\$236.06
	Public Work Internet 2/16-		03/12/2026			
03/02/2026	2131797882-022826	Invoice	03/02/2026	\$75.98 41420	03/25/2026	\$75.98
	Historical House 2/4- 3/3/26		03/02/2026			
03/30/2026	2131797882-030426	Invoice	03/30/2026	\$75.98 41431	03/30/2026	\$75.98

			03/30/2026			
			<i>Totals for FRONTIER:</i>	<u>\$573.01</u>		<u>\$573.01</u>
GEONCON WEST INC						
03/22/2026	726020125	Invoice	03/24/2026	\$186.00 87754	03/24/2026	\$186.00
	Botanical Garden Plan	Check	03/24/2026			
			<i>Totals for GEONCON WEST INC:</i>	<u>\$186.00</u>		<u>\$186.00</u>
GFT INFRASTRUCTURE INC						
02/16/2026	000005001488	Invoice	03/10/2026	\$9,483.00 87690	03/10/2026	\$9,483.00
	25/12 Acquisition	Services	03/10/2026			
			<i>Totals for GFT INFRASTRUCTURE INC:</i>	<u>\$9,483.00</u>		<u>\$9,483.00</u>
GLOBAL PEACE FOUNDATION						
03/17/2026	102405846	Invoice	03/17/2026	\$150.00 87719	03/17/2026	\$150.00
	Facility Deposit Refund		03/17/2026			
			<i>Totals for GLOBAL PEACE FOUNDATION:</i>	<u>\$150.00</u>		<u>\$150.00</u>
GOLDEN STATE WATER COMPANY						
03/20/2026	0055238698-031226	Invoice	03/20/2026	\$153.95 41421	03/25/2026	\$153.95
	26/02 11938 South St.		03/20/2026			
03/20/2026	2865004438-030526	Invoice	03/20/2026	\$140.22 41421	03/25/2026	\$140.22
	26/02 18609 IRR Pioneer		03/20/2026			
03/20/2026	4905793578-031326	Invoice	03/20/2026	\$64.42 41421	03/25/2026	\$64.42
	26/02 18530 Corby Ave.		03/20/2026			
03/20/2026	1373230000-031626	Invoice	03/20/2026	\$594.38 41421	03/25/2026	\$594.38
	26/02 11504 Artesia Blvd		03/20/2026			
03/20/2026	8072740000-030526	Invoice	03/20/2026	\$587.52 41421	03/25/2026	\$587.52
	26/02 11710 South St IRR		03/20/2026			
03/20/2026	4302440000-030526	Invoice	03/20/2026	\$443.34 41421	03/25/2026	\$443.34
	26/02 11734 IRR Artesia		03/20/2026			
03/20/2026	4273230000-031726	Invoice	03/20/2026	\$539.47 41421	03/25/2026	\$539.47
	26/02 12034 Artesia Blvd		03/20/2026			
03/20/2026	1113139225-031826	Invoice	03/20/2026	\$688.09 41421	03/25/2026	\$688.09
	26/02 17189 IRR Baber Ave		03/20/2026			
03/20/2026	9725940000-031626	Invoice	03/20/2026	\$55.11 41421	03/25/2026	\$55.11
	26/02 17202 Alburtis		03/20/2026			
03/20/2026	8217720000-031626	Invoice	03/20/2026	\$296.17 41421	03/25/2026	\$296.17
	26/02 17203 Corby Ave.		03/20/2026			
03/20/2026	8756430000-031726	Invoice	03/20/2026	\$752.32 41421	03/25/2026	\$752.32
	26/02 17512 IRR Norwalk		03/20/2026			
03/20/2026	7902030000-031626	Invoice	03/20/2026	\$745.44 41421	03/25/2026	\$745.44
	26/02 17815 Pioneer Blvd		03/20/2026			
03/20/2026	8783687207-031226	Invoice	03/20/2026	\$140.22 41421	03/25/2026	\$140.22
	26/02 18506 IRR Pioneer		03/20/2026			
03/20/2026	2942430000-030526	Invoice	03/20/2026	\$144.37 41421	03/25/2026	\$144.37
	26/02 18641 Corby		03/20/2026			
03/20/2026	2274300000-030526	Invoice	03/20/2026	\$261.38 41421	03/25/2026	\$261.38
	26/02 18644 Alburtis Ave.		03/20/2026			
03/20/2026	9174300000-030526	Invoice	03/20/2026	\$578.22 41421	03/25/2026	\$578.22
	26/02 18747 Clarkdale Ave.		03/20/2026			
03/20/2026	0274300000-030526	Invoice	03/20/2026	\$33.45 41421	03/25/2026	\$33.45
	26/02 18747 Fp Clarkdale		03/20/2026			
03/20/2026	1274300000-030526	Invoice	03/20/2026	\$656.18 41421	03/25/2026	\$656.18
	26/02 18750 Clarkdale Ave		03/20/2026			
03/20/2026	8514744341-031226	Invoice	03/20/2026	\$543.91 41421	03/25/2026	\$543.91
	26/02 18803 Elaine Ave.		03/20/2026			
03/20/2026	6350093223-031226	Invoice	03/20/2026	\$153.95 41421	03/25/2026	\$153.95
	26/02 Norwalk & South St		03/20/2026			
03/20/2026	5534220000-030526	Invoice	03/20/2026	\$443.34 41421	03/25/2026	\$443.34
	26/02 Norwalk Blvd So of		03/20/2026			
03/20/2026	9138539384-030526	Invoice	03/20/2026	\$359.92 41421	03/25/2026	\$359.92
	26/02 17514 Norwalk Blvd		03/20/2026			
03/20/2026	5353387681-030526	Invoice	03/20/2026	\$208.88 41421	03/25/2026	\$208.88
	26/02 Droxford St Norwalk		03/20/2026			
03/20/2026	7677238922-031326	Invoice	03/20/2026	\$275.57 41421	03/25/2026	\$275.57
	26/02 11504 178th St.		03/20/2026			
03/20/2026	2376836656-031326	Invoice	03/20/2026	\$470.81 41421	03/25/2026	\$470.81
	26/02 186th St & Jersey Ave		03/20/2026			
			<i>Totals for GOLDEN STATE WATER COMPANY:</i>	<u>\$9,330.63</u>		<u>\$9,330.63</u>

HEDSSON JIMENEZ							
03/03/2026	FEB2026	Invoice	03/03/2026	\$1,645.80	87654	03/03/2026	\$1,645.80
	26/02 Karate Class		03/03/2026				
<i>Totals for HEDSSON JIMENEZ:</i>				\$1,645.80			\$1,645.80
HINDERLITER DE LLAMAS & ASSOCIATES							
02/27/2026	SIN060323	Invoice	03/24/2026	\$3,199.81	87755	03/24/2026	\$3,199.81
	Jan/Mar '26 Sales Tax Audit		03/24/2026				
<i>Totals for HINDERLITER DE LLAMAS & ASSOCIATES:</i>				\$3,199.81			\$3,199.81
HONEYWELL INTERNATIONAL INC							
03/01/2026	5272337284	Invoice	03/03/2026	\$4,659.80	87655	03/03/2026	\$4,659.80
	Public Works Yard - Fire		03/03/2026				
<i>Totals for HONEYWELL INTERNATIONAL INC:</i>				\$4,659.80			\$4,659.80
HUMAN SERVICES ASSOCIATION							
12/12/2025	11212025	Invoice	03/24/2026	\$285.00	87756	03/24/2026	\$285.00
	Senior Thanksgiving		03/24/2026				
<i>Totals for HUMAN SERVICES ASSOCIATION:</i>				\$285.00			\$285.00
ILIANA RAMIREZ							
03/24/2026	101271988	Invoice	03/24/2026	\$150.00	87757	03/24/2026	\$150.00
	Security Deposit Refund		03/24/2026				
<i>Totals for ILIANA RAMIREZ:</i>				\$150.00			\$150.00
JESSICA ROSALES							
03/17/2026	102405689	Invoice	03/17/2026	\$75.00	87720	03/17/2026	\$75.00
	Deposit Refund 3/15/2026		03/17/2026				
<i>Totals for JESSICA ROSALES:</i>				\$75.00			\$75.00
JOE A. GONSALVES & SON							
03/23/2026	164207	Invoice	03/24/2026	\$4,500.00	87758	03/24/2026	\$4,500.00
	26/04 - Lobbyist Contract		03/24/2026				
<i>Totals for JOE A. GONSALVES & SON:</i>				\$4,500.00			\$4,500.00
JOHN L HUNTER & ASSOCIATES							
03/09/2026	ART1MS412512	Invoice	03/10/2026	\$2,776.25	87691	03/10/2026	\$2,776.25
	25/12 Invoice for		03/09/2026				
03/16/2026	ART1MS412601	Invoice	03/17/2026	\$1,117.50	87721	03/17/2026	\$1,117.50
	26/01 Municipal Stormwater		03/17/2026				
03/16/2026	ART1UO12602	Invoice	03/17/2026	\$1,651.16	87721	03/17/2026	\$1,651.16
	26/02 Oil Payment Program		03/17/2026				
03/16/2026	ART1MS412602	Invoice	03/17/2026	\$1,680.00	87721	03/17/2026	\$1,680.00
	26/02 Municipal Stormwater		03/17/2026				
<i>Totals for JOHN L HUNTER & ASSOCIATES:</i>				\$7,224.91			\$7,224.91
JOSE ASCENCIO							
03/17/2026	APR2026	Invoice	03/17/2026	\$240.64	87722	03/17/2026	\$240.64
	26/04 Medical Premium		03/17/2026				
<i>Totals for JOSE ASCENCIO:</i>				\$240.64			\$240.64
KAREN GONZALEZ							
03/16/2026	031626 Artesia	Invoice	03/17/2026	\$300.00	87723	03/17/2026	\$300.00
	Window Decals for		03/17/2026				
03/02/2026	030226	Invoice	03/17/2026	\$7,165.00	87723	03/17/2026	\$7,165.00
	Spring Artesian 2026		03/17/2026				
<i>Totals for KAREN GONZALEZ:</i>				\$7,465.00			\$7,465.00
KAREN HEATH							
03/17/2026	APR2026	Invoice	03/17/2026	\$225.36	87724	03/17/2026	\$225.36
	26/04 Medical Premium		03/17/2026				
<i>Totals for KAREN HEATH:</i>				\$225.36			\$225.36
KENNY CALEB							
03/03/2026	05072026 COA	Invoice	03/10/2026	\$250.00	87692	03/10/2026	\$250.00
	DJ service for opening day		03/10/2026				
<i>Totals for KENNY CALEB:</i>				\$250.00			\$250.00
KILEY & ASSOCIATES LLC							
03/02/2026	AR260302	Invoice	03/03/2026	\$4,150.00	87656	03/03/2026	\$4,150.00
	26/02 Lobbyist Service		03/03/2026				
<i>Totals for KILEY & ASSOCIATES LLC:</i>				\$4,150.00			\$4,150.00
KIMLEY HORN AND ASSOCIATES INC							
01/31/2026	34891610	Invoice	03/10/2026	\$1,665.82	87693	03/10/2026	\$1,665.82
	26/01 Metro Form 60		03/10/2026				
02/28/2026	34962194	Invoice	03/17/2026	\$1,642.50	87725	03/17/2026	\$1,642.50
	26/02 Deposit - 18413		03/17/2026				

02/28/2026	35192900	Invoice	03/30/2026	\$2,287.27 87786	03/30/2026	\$2,287.27
	26/02 Metro Form 60		03/30/2026			
		<i>Totals for KIMLEY HORN AND ASSOCIATES INC:</i>		<u>\$5,595.59</u>		<u>\$5,595.59</u>
KOBA CONSTRUCTION LLC						
03/10/2026	001	Invoice	03/17/2026	\$59,120.07 87726	03/17/2026	\$59,120.07
	26/03-EV Charging Facility		03/17/2026			
		<i>Totals for KOBA CONSTRUCTION LLC:</i>		<u>\$59,120.07</u>		<u>\$59,120.07</u>
LA CONSERVATION CORPS						
03/06/2026	24-1479 Feb26	Invoice	03/24/2026	\$1,588.86 87759	03/24/2026	\$1,588.86
	26/02 CAL FIRE Tree Mtc.		03/24/2026			
02/10/2026	24-1479 Jan26	Invoice	03/30/2026	\$1,588.86 87787	03/30/2026	\$1,588.86
	26/01 CAL FIRE Tree Mtc.		03/30/2026			
		<i>Totals for LA CONSERVATION CORPS:</i>		<u>\$3,177.72</u>		<u>\$3,177.72</u>
LA COUNTY DEPT OF ANIMAL CONTROL						
02/25/2026	JAN2026	Invoice	03/24/2026	\$37,598.48 87760	03/24/2026	\$37,598.48
	26/01 Animal Housing		03/24/2026			
03/25/2026	03232026	Invoice	03/30/2026	\$25,408.27 87788	03/30/2026	\$25,408.27
	26/02 Animal Housing		03/30/2026			
		<i>Totals for LA COUNTY DEPT OF ANIMAL CONTROL:</i>		<u>\$63,006.75</u>		<u>\$63,006.75</u>
LA COUNTY DEPT OF PUBLIC WORKS						
03/09/2026	26030905039	Invoice	03/17/2026	\$7,719.33 87727	03/17/2026	\$7,719.33
	26/02 Industrial Waste		03/17/2026			
		<i>Totals for LA COUNTY DEPT OF PUBLIC WORKS:</i>		<u>\$7,719.33</u>		<u>\$7,719.33</u>
LA COUNTY SHERIFF'S DEPARTMENT						
03/11/2026	261994AY	Invoice	03/17/2026	\$223.60 87728	03/17/2026	\$223.60
	25/12 Traffic Enforcement		03/17/2026			
03/11/2026	261993AY	Invoice	03/17/2026	\$3,116.48 87728	03/17/2026	\$3,116.48
	25/12 Foot Patrol		03/17/2026			
03/11/2026	261995AY	Invoice	03/17/2026	\$3,341.93 87728	03/17/2026	\$3,341.93
	25/12 La Mirage Event		03/17/2026			
03/11/2026	261992AY	Invoice	03/17/2026	\$22,775.01 87728	03/17/2026	\$22,775.01
	25/12 Ganq Suppression		03/17/2026			
02/10/2026	261813TZ	Invoice	03/17/2026	\$395,282.85 87728	03/17/2026	\$395,282.85
	26/01 General Law		03/17/2026			
		<i>Totals for LA COUNTY SHERIFF'S DEPARTMENT:</i>		<u>\$424,739.87</u>		<u>\$424,739.87</u>
LANGUAGE TESTING INTERNATIONAL						
11/11/2025	L103594	Invoice	03/24/2026	\$252.00 87761	03/24/2026	\$252.00
	3rd party language testing		03/24/2026			
	for staff bi- lingual pay					
02/11/2026	171301	Invoice	03/24/2026	\$63.00 87761	03/24/2026	\$63.00
	3rd party language testing		03/24/2026			
	for staff bi- lingual pay					
		<i>Totals for LANGUAGE TESTING INTERNATIONAL:</i>		<u>\$315.00</u>		<u>\$315.00</u>
LEGAL SHIELD						
03/15/2026	03152026	Invoice	03/17/2026	\$139.70 87729	03/17/2026	\$139.70
	26/03 Supplemental Ins.		03/17/2026			
		<i>Totals for LEGAL SHIELD:</i>		<u>\$139.70</u>		<u>\$139.70</u>
LETICIA MORRIS						
03/03/2026	DEC/JAN2026	Invoice	03/03/2026	\$253.50 87657	03/03/2026	\$253.50
	Dec/Jan '26 Zumba PM		03/03/2026			
		<i>Totals for LETICIA MORRIS:</i>		<u>\$253.50</u>		<u>\$253.50</u>
LINCOLN NATIONAL LIFE INSURANCE						
03/01/2026	4942459120	Invoice	03/01/2026	\$3,190.68 41413	03/18/2026	\$3,190.68
	26/03 Life & Disability Ins.		03/01/2026			
		<i>Totals for LINCOLN NATIONAL LIFE INSURANCE:</i>		<u>\$3,190.68</u>		<u>\$3,190.68</u>
LOS ANGELES COUNTY PUBLIC WORKS						
02/26/2026	IN260000449	Invoice	03/03/2026	\$54,107.62 87658	03/03/2026	\$54,107.62
	25/12 Building & Safety		03/03/2026			
		<i>Totals for LOS ANGELES COUNTY PUBLIC WORKS:</i>		<u>\$54,107.62</u>		<u>\$54,107.62</u>
LOS CERRITOS COMMUNITY NEWS						
02/20/2026	38150	Invoice	03/10/2026	\$1,318.05 87694	03/10/2026	\$1,318.05
	Legal Notice Ord 26-979 &		03/10/2026			
01/23/2026	38080	Invoice	03/10/2026	\$2,949.30 87694	03/10/2026	\$2,949.30
	Legal Notice Ord 25-978		03/10/2026			
	ADU, 25-976, PH Housing					

03/06/2026	38173	Invoice	03/24/2026	\$1,017.90	87762	03/24/2026	\$1,017.90
	Legal Notice - 11940 South		03/24/2026				
			<i>Totals for LOS CERRITOS COMMUNITY NEWS:</i>	<i>\$5,285.25</i>			<i>\$5,285.25</i>
MARIPOSA ECO CONSULTING INC							
03/14/2026	MECARTESIA3	Invoice	03/17/2026	\$660.00	87730	03/17/2026	\$660.00
	26/02 SB 1383		03/17/2026				
	Implementation/Recordk						
			<i>Totals for MARIPOSA ECO CONSULTING INC:</i>	<i>\$660.00</i>			<i>\$660.00</i>
MARIPOSA LANDSCAPES INC							
02/28/2026	118650	Invoice	03/17/2026	\$8,903.00	87731	03/17/2026	\$8,903.00
	26/02 Landscape		03/17/2026				
02/28/2026	118808	Invoice	03/24/2026	\$1,222.00	87763	03/24/2026	\$1,222.00
	Repair of Median Fountain		03/24/2026				
	and Irrigation						
02/28/2026	118807	Invoice	03/24/2026	\$6,182.00	87763	03/24/2026	\$6,182.00
	Replacing Damaged		03/24/2026				
	Backflow Device and Cage						
			<i>Totals for MARIPOSA LANDSCAPES INC:</i>	<i>\$16,307.00</i>			<i>\$16,307.00</i>
MARTIN GAMEZ							
03/17/2026	APR2026	Invoice	03/17/2026	\$240.64	87732	03/17/2026	\$240.64
	26/04 Medical Premium		03/17/2026				
			<i>Totals for MARTIN GAMEZ:</i>	<i>\$240.64</i>			<i>\$240.64</i>
MARY CARMEN GARCIA							
03/03/2026	JAN/FEB2026	Invoice	03/03/2026	\$238.00	87659	03/03/2026	\$238.00
	Jan/Feb '26 Youth Dance		03/03/2026				
			<i>Totals for MARY CARMEN GARCIA:</i>	<i>\$238.00</i>			<i>\$238.00</i>
MBC FIRE SAFETY							
03/23/2026	04372	Invoice	03/30/2026	\$1,193.29	87789	03/30/2026	\$1,193.29
	Fire Hood maintenance		03/30/2026				
			<i>Totals for MBC FIRE SAFETY:</i>	<i>\$1,193.29</i>			<i>\$1,193.29</i>
MISS ARTESIA							
03/24/2026	5-2026	Invoice	03/24/2026	\$26,000.00	87764	03/24/2026	\$26,000.00
	Community Benefits Grant		03/24/2026				
			<i>Totals for MISS ARTESIA:</i>	<i>\$26,000.00</i>			<i>\$26,000.00</i>
MissionSquare Retirement							
03/06/2026	03062026	Invoice	03/06/2026	\$9,603.11	41414	03/18/2026	\$9,603.11
	457b, 401a and Roth for		03/06/2026				
03/20/2026	03202026	Invoice	03/20/2026	\$9,603.54	41422	03/25/2026	\$9,603.54
	457b, 401a and Roth for		03/20/2026				
			<i>Totals for MissionSquare Retirement:</i>	<i>\$19,206.65</i>			<i>\$19,206.65</i>
MUNICIPAL DENTAL POOL							
03/01/2026	23316-00001-030126	Invoice	03/10/2026	\$4,186.19	87695	03/10/2026	\$4,186.19
	26/03 PPO Dental		03/10/2026				
	Coverage						
			<i>Totals for MUNICIPAL DENTAL POOL:</i>	<i>\$4,186.19</i>			<i>\$4,186.19</i>
NATALIE HERRERA							
03/17/2026	APR2026	Invoice	03/17/2026	\$240.64	87733	03/17/2026	\$240.64
	26/04 Medical Premium		03/17/2026				
			<i>Totals for NATALIE HERRERA:</i>	<i>\$240.64</i>			<i>\$240.64</i>
NATIONWIDE ENVIRONMENTAL SERVICES							
03/02/2026	35407	Invoice	03/03/2026	\$16,333.34	87660	03/03/2026	\$16,333.34
	26/03 Street Sweeping		03/03/2026				
			<i>Totals for NATIONWIDE ENVIRONMENTAL SERVICES:</i>	<i>\$16,333.34</i>			<i>\$16,333.34</i>
NEW CITY AMERICA							
03/05/2026	03052026	Invoice	03/10/2026	\$8,500.00	87696	03/10/2026	\$8,500.00
	Downtown PBID - Invoice 4		03/10/2026				
			<i>Totals for NEW CITY AMERICA:</i>	<i>\$8,500.00</i>			<i>\$8,500.00</i>
NORWALK LA MIRADA PLUMBING							
02/16/2026	348550SCOTT	Invoice	03/03/2026	\$150.00	87661	03/03/2026	\$150.00
	Artesia Park - Men's		03/03/2026				
	Restroom Sick Overflowing						
03/24/2026	349315FRANK	Invoice	03/30/2026	\$1,185.28	87790	03/30/2026	\$1,185.28
	11870 169th Street		03/30/2026				
03/28/2026	349652CAM	Invoice	03/30/2026	\$223.00	87790	03/30/2026	\$223.00
	18750 Clarkdale Avenue		03/30/2026				

			Totals for NORWALK LA MIRADA PLUMBING:	\$1,558.28		\$1,558.28
ONLINE STRIPING SERVICE						
02/13/2026	1454	Invoice	03/24/2026	\$2,285.00 87765	03/24/2026	\$2,285.00
	Graffiti Removal Services		03/24/2026			
01/23/2026	1445	Invoice	03/24/2026	\$13,200.00 87765	03/24/2026	\$13,200.00
	Graffiti Removal Services		03/24/2026			
	12/8-1/22/26					
			Totals for ONLINE STRIPING SERVICE:	\$15,485.00		\$15,485.00
PATRICIA CHARLES						
02/10/2026	100895222	Invoice	03/03/2026	\$81.00 87662	03/03/2026	\$81.00
	Refund Youth Softball		03/03/2026			
			Totals for PATRICIA CHARLES:	\$81.00		\$81.00
PCAM, LLC						
02/28/2026	INVM0020624	Invoice	03/30/2026	\$19,444.60 87791	03/30/2026	\$19,444.60
	26/02 Bus Service		03/30/2026			
			Totals for PCAM, LLC:	\$19,444.60		\$19,444.60
PEI CHEN LEE						
02/10/2026	100895173	Invoice	03/03/2026	\$152.00 87663	03/03/2026	\$152.00
	Refund Youth Softball		03/03/2026			
			Totals for PEI CHEN LEE:	\$152.00		\$152.00
PRIMO BRANDS						
03/19/2026	26C0021825716	Invoice	03/19/2026	\$23.19 41423	03/25/2026	\$23.19
	Public Works - Water 2/15-		03/19/2026			
03/19/2026	26C0019353937	Invoice	03/19/2026	\$79.23 41423	03/25/2026	\$79.23
	AJ Park - Water 2/15-		03/19/2026			
03/19/2026	26C0019168509	Invoice	03/19/2026	\$211.87 41423	03/25/2026	\$211.87
	Artesia Park - Water 2/15-		03/19/2026			
03/19/2026	26C1158700003	Invoice	03/19/2026	\$331.68 41423	03/25/2026	\$331.68
	City Hall - Water 2/15-		03/19/2026			
			Totals for PRIMO BRANDS:	\$645.97		\$645.97
Quadient Finance USA Inc.						
03/17/2026	80855574-030226	Invoice	03/17/2026	\$1,000.00 41415	03/18/2026	\$1,000.00
	Refilled Postage Machine		03/17/2026			
			Totals for Quadient Finance USA Inc.:	\$1,000.00		\$1,000.00
QUADIENT LEASING USA						
03/05/2026	Q2243327	Invoice	03/05/2026	\$238.87 41401	03/06/2026	\$238.87
	Stamp Machine Lease 3/12-		03/05/2026			
			Totals for QUADIENT LEASING USA:	\$238.87		\$238.87
RAMIREZ PRODUCTIONS						
01/13/2026	1612	Invoice	02/24/2026	\$8,218.81 87766	03/24/2026	\$8,218.81
	Mariachi Festival		02/24/2026			
03/19/2026	1617	Invoice	03/24/2026	\$400.00 87766	03/24/2026	\$400.00
	Light tower for health fair		03/24/2026			
			Totals for RAMIREZ PRODUCTIONS:	\$8,618.81		\$8,618.81
RENE TREVINO						
03/24/2026	102429160	Invoice	03/24/2026	\$150.00 87767	03/24/2026	\$150.00
	Facility Deposit Refund		03/24/2026			
			Totals for RENE TREVINO:	\$150.00		\$150.00
RINGCENTRAL						
03/01/2026	15339921001	Invoice	03/01/2026	\$1,085.07 41402	03/06/2026	\$1,085.07
	26/03 Telecommunication		03/01/2026			
03/30/2026	15584623001	Invoice	03/30/2026	\$1,051.15 41433	03/30/2026	\$1,051.15
	26/04 Telecommunication		03/30/2026			
			Totals for RINGCENTRAL:	\$2,136.22		\$2,136.22
ROHITKUMAR LAD						
03/10/2026	17985	Invoice	03/10/2026	\$2,218.00 87697	03/10/2026	\$2,218.00
	C&D Deposit Refund -		03/10/2026			
			Totals for ROHITKUMAR LAD:	\$2,218.00		\$2,218.00
ROMTEC INC						
02/12/2026	2861	Invoice	03/24/2026	\$45,015.21 87768	03/24/2026	\$45,015.21
	Delivery of Design Submittal		03/24/2026			
			Totals for ROMTEC INC:	\$45,015.21		\$45,015.21
RON IBARRA ENGINEERING						
03/02/2026	2026-02 Plan Check	Invoice	03/03/2026	\$400.00 87664	03/03/2026	\$400.00
	Deposit - 18721 Arline		03/03/2026			

03/09/2026	Ave. 2026_02	Invoice	03/10/2026	\$23,000.00 87698	03/10/2026	\$23,000.00
03/02/2026	Engineering Services for 2026-02	Invoice	03/09/2026			
	26/02 Encroachment Permit		03/24/2026	\$2,140.00 87769	03/24/2026	\$2,140.00
			03/24/2026			
		<i>Totals for RON IBARRA ENGINEERING:</i>		\$25,540.00		\$25,540.00
ROTARY CLUB OF CERRITOS ARTESIA						
03/24/2026	6-2026	Invoice	03/24/2026	\$21,400.00 87770	03/24/2026	\$21,400.00
	Community Benefits Grant		03/24/2026			
		<i>Totals for ROTARY CLUB OF CERRITOS ARTESIA:</i>		\$21,400.00		\$21,400.00
SAAHAS FOR CAUSE						
03/03/2026	7-2026	Invoice	03/03/2026	\$20,700.00 87665	03/03/2026	\$20,700.00
	Community Benefit Grant		03/03/2026			
		<i>Totals for SAAHAS FOR CAUSE:</i>		\$20,700.00		\$20,700.00
SAGECREST PLANNING AND ENVIRONMENTAL						
02/28/2026	5642	Invoice	03/17/2026	\$400.00 87734	03/17/2026	\$400.00
	26/02 Deposit - 11746		03/17/2026			
02/28/2026	5643	Invoice	03/17/2026	\$700.00 87734	03/17/2026	\$700.00
	26/02 Deposit - 17610-18		03/17/2026			
		<i>Totals for SAGECREST PLANNING AND ENVIRONMENTAL:</i>		\$1,100.00		\$1,100.00
SAMANTHA NAVARRO						
03/20/2026	Artesia Easter 2026	Invoice	03/24/2026	\$320.00 87771	03/24/2026	\$320.00
	Photography for Spring		03/24/2026			
		<i>Totals for SAMANTHA NAVARRO:</i>		\$320.00		\$320.00
SCMAF						
03/18/2026	031826ARTESIA	Invoice	03/24/2026	\$1,080.00 87772	03/24/2026	\$1,080.00
	YOUTH		03/24/2026			
	INSURANCE 2026					
		<i>Totals for SCMAF:</i>		\$1,080.00		\$1,080.00
SMART COMPLIANCE						
02/23/2026	202300216	Invoice	03/03/2026	\$29,485.00 87666	03/03/2026	\$29,485.00
	SMART 1383 Compliance		03/03/2026			
		<i>Totals for SMART COMPLIANCE:</i>		\$29,485.00		\$29,485.00
SOCAL INDIAN CHURCH						
03/24/2026	102728290	Invoice	03/24/2026	\$150.00 87773	03/24/2026	\$150.00
	Facility Deposit Refund		03/24/2026			
		<i>Totals for SOCAL INDIAN CHURCH:</i>		\$150.00		\$150.00
SOUTHERN CALIFORNIA EDISON CO						
03/04/2026	700454958639-022626	Invoice	03/04/2026	\$213.10 41403	03/06/2026	\$213.10
	26/01 18510 Corby Ave.		03/04/2026			
03/04/2026	700483004874-022726	Invoice	03/04/2026	\$6,552.92 41403	03/06/2026	\$6,552.92
	26/02 Various Locations		03/04/2026			
03/04/2026	700485859203-022626	Invoice	03/04/2026	\$3,134.92 41403	03/06/2026	\$3,134.92
	26/02 Various Traffic Signals		03/04/2026			
03/04/2026	700492283835-021926	Invoice	03/04/2026	\$299.27 41403	03/06/2026	\$299.27
	26/02 Various Traffic TC-1		03/04/2026			
03/04/2026	700492421150-021926	Invoice	03/04/2026	\$179.54 41403	03/06/2026	\$179.54
	26/02 Artesia/Gridley		03/04/2026			
03/04/2026	700498964105-201926	Invoice	03/04/2026	\$391.15 41403	03/06/2026	\$391.15
	26/02 18750 Clarkdale EV		03/04/2026			
03/04/2026	700560422190-021926	Invoice	03/04/2026	\$66.59 41403	03/06/2026	\$66.59
	26/02 18600 1/2 S Norwalk		03/04/2026			
03/04/2026	700562509108-021926	Invoice	03/04/2026	\$76.56 41403	03/06/2026	\$76.56
	26/02 12001 Artesia Blvd		03/04/2026			
03/04/2026	700405333439-022726	Invoice	03/04/2026	\$835.42 41403	03/06/2026	\$835.42
	26/02 Various Locations		03/04/2026			
03/04/2026	700491366274-030226	Invoice	03/04/2026	\$18,571.31 41403	03/06/2026	\$18,571.31
	26/02 Various Locations		03/04/2026			
		<i>Totals for SOUTHERN CALIFORNIA EDISON CO:</i>		\$30,320.78		\$30,320.78
Southern California Gas Company						
03/20/2026	17949759637-031726	Invoice	03/20/2026	\$76.87 41424	03/25/2026	\$76.87
	26/03 18644 Alburdis Ave		03/20/2026			
03/20/2026	04530693599-032026	Invoice	03/20/2026	\$115.42 41424	03/25/2026	\$115.42
	26/03 11870 169th St		03/20/2026			
03/20/2026	12280628004-031826	Invoice	03/20/2026	\$56.47 41424	03/25/2026	\$56.47
	26/03 11931 South St -		03/20/2026			

03/20/2026	12690659565-031726	Invoice	03/20/2026	\$14.79 41424	03/25/2026	\$14.79
	26/03 18641 Corby Ave.		03/20/2026			
03/20/2026	17740623008-030626	Invoice	03/20/2026	\$72.98 41424	03/25/2026	\$72.98
	26/03 18747 Clarkdale Ave		03/20/2026			
03/20/2026	17950623003-030626	Invoice	03/20/2026	\$184.70 41424	03/25/2026	\$184.70
	26/03 18750 Clarkdale Ave.		03/20/2026			
Totals for Southern California Gas Company:				\$521.23		\$521.23
SOUTHERN CALIFORNIA SECURITY CENTERS						
03/10/2026	113050	Invoice	03/17/2026	\$19.76 87735	03/17/2026	\$19.76
	Parks Department KW9 DND		03/17/2026			
03/10/2026	113067	Invoice	03/24/2026	\$134.99 87774	03/24/2026	\$134.99
	(6) Master Padlocks		03/24/2026			
Totals for SOUTHERN CALIFORNIA SECURITY CENTERS:				\$154.75		\$154.75
SOUTHWEST PATROL INC						
02/28/2026	82297	Invoice	03/10/2026	\$9,360.00 87699	03/10/2026	\$9,360.00
	Security Guard Services 2/16-		03/10/2026			
03/15/2026	82510	Invoice	03/24/2026	\$10,800.00 87775	03/24/2026	\$10,800.00
	Security Guard Services 3/1-		03/24/2026			
Totals for SOUTHWEST PATROL INC:				\$20,160.00		\$20,160.00
SPECTRUM BUSINESS						
03/10/2026	188521501-022126	Invoice	03/10/2026	\$119.99 41404	03/06/2026	\$119.99
	26/02 11870 169th St.		03/10/2026			
03/10/2026	188522301-022126	Invoice	03/10/2026	\$169.99 41404	03/06/2026	\$169.99
	26/02 18750 Clarkdale Ave.		03/10/2026			
03/10/2026	188521401-022126	Invoice	03/10/2026	\$190.26 41404	03/06/2026	\$190.26
	26/02 11870 169th St.		03/10/2026			
03/10/2026	188522201-022126	Invoice	03/10/2026	\$195.81 41404	03/06/2026	\$195.81
	26/03 18750 Clarkdale Ave.		03/10/2026			
03/17/2026	244400901-030126	Invoice	03/17/2026	\$1,620.00 41416	03/18/2026	\$1,620.00
	Jan/Mar '26 18747 Clarkdale		03/17/2026			
Totals for SPECTRUM BUSINESS:				\$2,296.05		\$2,296.05
STAGE-TECH						
03/05/2026	45626	Invoice	03/17/2026	\$5,720.00 87736	03/17/2026	\$5,720.00
	Staage for July 3, 2026		03/17/2026			
Totals for STAGE-TECH:				\$5,720.00		\$5,720.00
Sterling Administration						
03/30/2026	928255	Invoice	03/30/2026	\$5,849.94 41432	03/30/2026	\$5,849.94
	Feb/Apr '26 FSA/DCA		03/30/2026			
Totals for Sterling Administration:				\$5,849.94		\$5,849.94
TAMMY AVILA						
03/24/2026	273	Invoice	03/24/2026	\$1,186.00 87776	03/24/2026	\$1,186.00
	Petting Zoo		03/24/2026			
Totals for TAMMY AVILA:				\$1,186.00		\$1,186.00
THE WALKING MAN, INC.						
03/13/2026	F4861	Invoice	03/17/2026	\$975.00 87737	03/17/2026	\$975.00
	Distribution for Artesian		03/17/2026			
Totals for THE WALKING MAN, INC.:				\$975.00		\$975.00
TIMOTHY KOH						
02/27/2026	Topo Survey-ARTESIA	Invoice	03/17/2026	\$2,400.00 87738	03/17/2026	\$2,400.00
	Topo Survey for Artesia Park		03/17/2026			
Totals for TIMOTHY KOH:				\$2,400.00		\$2,400.00
T-MOBILE						
03/04/2026	981989691-030126	Invoice	03/04/2026	\$1,032.08 41417	03/18/2026	\$1,032.08
	26/03 City Cell Phone		03/04/2026			
Totals for T-MOBILE:				\$1,032.08		\$1,032.08
TPX COMMUNICATIONS						
03/16/2026	189888720-0	Invoice	03/24/2026	\$373.24 87778	03/24/2026	\$373.24
	26/03 Telephone Service		03/24/2026			
Totals for TPX COMMUNICATIONS:				\$373.24		\$373.24
TRIEPEI SMITH & ASSOCIATES INC						
03/20/2026	16823	Invoice	03/24/2026	\$7,950.00 87779	03/24/2026	\$7,950.00
	Council Goal Setting		03/24/2026			
Totals for TRIEPEI SMITH & ASSOCIATES INC:				\$7,950.00		\$7,950.00
U.S. BANK CORPORATE PAYMENT SYSTEMS						
03/30/2026	7883-26/03	Invoice	03/30/2026	\$22,730.75 41425	03/30/2026	\$22,730.75

26/03 Credit Card Purchases			03/30/2026			
Totals for U.S. BANK CORPORATE PAYMENT SYSTEMS:				\$22,730.75		\$22,730.75
UNIFORM DEPOT INC.						
01/12/2026	9272	Invoice	03/03/2026	\$535.32 87667	03/03/2026	\$535.32
	Public Works Uniforms -		03/03/2026			
01/12/2026	9275	Invoice	03/03/2026	\$535.32 87667	03/03/2026	\$535.32
	Public Works Uniforms -		03/03/2026			
01/12/2026	9273	Invoice	03/03/2026	\$537.52 87667	03/03/2026	\$537.52
	Public Works Uniforms -		03/03/2026			
01/12/2026	9274	Invoice	03/03/2026	\$544.15 87667	03/03/2026	\$544.15
	Public Works Uniforms -		03/03/2026			
01/12/2026	9277	Invoice	03/03/2026	\$562.04 87667	03/03/2026	\$562.04
	Public Works Uniforms		03/03/2026			
01/12/2026	9276	Invoice	03/03/2026	\$567.30 87667	03/03/2026	\$567.30
	Public Works Uniforms -		03/03/2026			
Totals for UNIFORM DEPOT INC.:				\$3,281.65		\$3,281.65
VALLEY ALARM						
03/01/2026	1356345	Invoice	03/01/2026	\$30.50 41405	03/06/2026	\$30.50
	26/03 - 18644 Alburtis		03/01/2026			
03/01/2026	1354920	Invoice	03/01/2026	\$54.95 41405	03/06/2026	\$54.95
	26/03- 17203 Corby Ave (		03/01/2026			
03/01/2026	1356337	Invoice	03/01/2026	\$4,608.56 41405	03/06/2026	\$4,608.56
	26/03 - Fire Station, AJ		03/01/2026			
	Padelford Park & Artesia					
Totals for VALLEY ALARM:				\$4,694.01		\$4,694.01
WATER REPLENISHMENT DISTRICT OF SO. CALIF.						
03/10/2026	0160-013126	Invoice	03/10/2026	\$68.10 87700	03/10/2026	\$68.10
	26/01 Groundwater		03/10/2026			
Totals for WATER REPLENISHMENT DISTRICT OF SO. CALIF.:				\$68.10		\$68.10
WC LOGISTICS INC						
03/10/2026	14152	Invoice	03/10/2026	\$3,875.31 87701	03/10/2026	\$3,875.31
	Deposit Refund - 18319		03/10/2026			
Totals for WC LOGISTICS INC:				\$3,875.31		\$3,875.31
WEST COAST ARBORISTS INC						
01/20/2026	239812	Invoice	03/10/2026	\$7,141.80 87702	03/10/2026	\$7,141.80
	26/01-Remove trees for EV		03/10/2026			
	charging facility expansion					
Totals for WEST COAST ARBORISTS INC:				\$7,141.80		\$7,141.80
WESTERN AUDIO VISUAL						
03/18/2026	23772	Invoice	03/24/2026	\$2,705.89 87780	03/24/2026	\$2,705.89
	Install UPS Pro		03/24/2026			
	Uninterruptible Power					
Totals for WESTERN AUDIO VISUAL:				\$2,705.89		\$2,705.89
WESTERN EXTERMINATOR COMPANY						
12/02/2025	89143089	Invoice	03/03/2026	\$182.33 87668	03/03/2026	\$182.33
	25/12 18750 Clarkdale Ave		03/03/2026			
03/04/2026	92763257	Invoice	03/17/2026	\$109.08 87739	03/17/2026	\$109.08
	26/03 18641 Corby Ave.		03/17/2026			
03/04/2026	92763256	Invoice	03/17/2026	\$109.08 87739	03/17/2026	\$109.08
	26/03 18644 Alburtis Ave.		03/17/2026			
03/04/2026	92764550	Invoice	03/17/2026	\$129.71 87739	03/17/2026	\$129.71
	26/03 17203 Corby Ave.		03/17/2026			
03/04/2026	92763342	Invoice	03/17/2026	\$142.72 87739	03/17/2026	\$142.72
	26/03 18747 Clarkdale Ave.		03/17/2026			
03/04/2026	92765987	Invoice	03/17/2026	\$182.33 87739	03/17/2026	\$182.33
	26/03 18750 Clarkdale Ave		03/17/2026			
Totals for WESTERN EXTERMINATOR COMPANY:				\$855.25		\$855.25
Wex Bank						
03/17/2026	111162583	Invoice	03/17/2026	\$1,236.70 41418	03/18/2026	\$1,236.70
	26/02 Gas Card Purchases		03/17/2026			
Totals for Wex Bank:				\$1,236.70		\$1,236.70
WILLDAN ENGINEERING						
02/24/2026	00714813	Invoice	03/03/2026	\$17,314.50 87669	03/03/2026	\$17,314.50
	26/01 Housing Element &		03/03/2026			
Totals for WILLDAN ENGINEERING:				\$17,314.50		\$17,314.50

YUNEX LLC						
03/12/2026	5610007783	Invoice	03/17/2026	\$1,695.49 87740	03/17/2026	\$1,695.49
	26/02 Traffic Signal Call/Out		03/17/2026			
03/11/2026	90006587	Invoice	03/17/2026	\$1,989.00 87740	03/17/2026	\$1,989.00
	26/02 Traffic Signal		03/17/2026			
<i>Totals for YUNEX LLC:</i>				<u>\$3,684.49</u>		<u>\$3,684.49</u>
ZAMBELLI FIREWORKS MANUFACTURING						
03/11/2026	521890	Invoice	03/17/2026	\$18,900.00 87741	03/17/2026	\$18,900.00
	Fireworks display for		03/17/2026			
	Independence Day					
<i>Totals for ZAMBELLI FIREWORKS MANUFACTURING:</i>				<u>\$18,900.00</u>		<u>\$18,900.00</u>
ZEEL J. AHIR						
08/13/2025	1	Invoice	08/13/2025	\$68.01 87703	03/10/2026	\$68.01
	Nov. 2024 G. E. Candidate		08/13/2025			
	Statement Deposit Refund					
<i>Totals for ZEEL J. AHIR:</i>				<u>\$68.01</u>		<u>\$68.01</u>
GRAND TOTALS:				\$1,560,758.40		\$1,560,758.40
A total of 277 transaction(s) listed						

Payroll	3/6/2026	\$132,944.03
	3/20/2026	\$134,628.10
Total Payroll		\$267,572.13
Total Disbursement		\$1,828,330.53



CITY COUNCIL AGENDA REPORT

MEETING DATE: April 13, 2026

ITEM NO: 9C.

TO: Mayor and Members of the City Council

SUBJECT: City Financial Report - February 2026

FROM: Jamie Murguia, Finance Manager

REVIEWED AND APPROVED BY:

Melissa Burke, Deputy City Manager

Abel Avalos, City Manager

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 of Artesia ("City") accounts and funds as of February 28, 2026. Reports are reconciled for cash on hand (bank) to cash recorded in the general ledger through the period ending February 28, 2026.

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 is debt-free; therefore, the finance report does not include any debt activity.

ANALYSIS:

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

The Schedule of Investments highlights the City's longer duration investments held with Academy Asset Management, the City's investment advisor. A summary of these investments has always been highlighted on the Treasurer's Report; however, the Schedule of Investments provides an additional layer of visibility of the City's longer duration investments.

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 022026.pdf](#)

**City of Artesia
Treasurer's Report
02/28/26**

	MONEY MARKET ACCOUNT	CHECKING ACCOUNT	LOCAL AGENCY INVESTMENT ACCOUNT
Beginning Balance - 2/1/2026	472,032.79	198,796.59	5,290,583.99
State/County/Misc Monthly Wires	581,090.78	-	-
Deposits	1,243,781.22	-	-
Civic Plus Credit deposits	-	6,441.00	-
Stripe Deposits	-	7,494.21	-
PayGov Credit Deposits	-	31,534.92	-
Transfer from Money Market	-	3,665,000.00	-
Transfer from Investments	1,560,000.00	-	-
Interest Income	18.99	-	-
Transfer to Checking Account	(3,665,000.00)	-	-
Transfer to CAMP/CLASS Account	-	(840,000.00)	-
Disbursements	-	(2,577,833.78)	-
PERS Retirement	-	(53,880.41)	-
Payroll	-	(270,583.41)	-
Payroll Tax Wire (IRS)	-	(64,160.66)	-
Bank Fees/Paid Parking Fees	(1,570.30)	(249.99)	-
Ending Balance - 2/28/2026	190,353.48	102,558.47	5,290,583.99
	CAMP ACCOUNT	CLASS ACCOUNT	ACADEMY AM
Beginning Balance - 2/1/2026	8,819,638.19	8,887,002.88	5,068,916.22
Transfer from Checking Account	420,000.00	420,000.00	-
Deposits	25,183.44	24,247.79	1,039,454.43
Transfer Out/Disbursements	(500,000.00)	(1,060,000.00)	(4,208.33)
Unrealized Gain/Loss	-	-	-
Ending Balance - 2/28/2026	8,764,821.63	8,271,250.67	6,104,162.32
	CAFETERIA ACCOUNT	CDBG FIX-UP PROGRAM	PETTY CASH
Beginning Balance - 2/1/2026	1,324.56	1,716.19	500.00
Ending Balance - 2/28/2026	1,324.56	1,716.19	500.00
	REVOLVING ACCOUNT		TOTAL ALL ACCOUNTS
Beginning Balance - 2/1/2026	1,362.14		28,741,873.55
Deposits	-		9,024,246.78
Disbursements	-		(9,037,486.88)
Unrealized Gain/Loss	-		-
Ending Balance - 2/28/2026	1,362.14		28,728,633.45

City of Artesia
Comparison of Cash Balances to Fund Balance
02/28/26

	GENERAL FUND (100)	SUMMER LUNCH PROGRAM (150)
Cash Balance	16,267,472.30	5,912.47
Receivables	992,670.86	-
Prepaid Expenses	37,243.51	-
Investment Appreciation	(20,648.28)	-
Liabilities & Deposits	(1,291,464.63)	-
FUND BALANCE	15,985,273.76	5,912.47

SPECIAL REVENUE FUNDS

	ARTESIA HOUSING AUTHORITY (200)	AJ PARK EXPANSION (205)	BICYCLE / PEDESTRIAN FUND (210)
Cash Balance	729,587.74	(193,538.03)	17,683.81
Receivables	-	-	-
Liabilities	(61,895.00)	-	-
FUND BALANCE	667,692.74	(193,538.03)	17,683.81

	PUBLIC EDUCATION IN GOVERNMENT (215)	BILLBOARD FUND (220)	CNRA SPECIFIED GRANT (225)
Cash Balance	(30,123.48)	565,025.35	(619,662.98)
Receivables	-	2,238,681.62	-
Liabilities	-	(2,115,486.87)	-
FUND BALANCE	(30,123.48)	688,220.10	(619,662.98)

	HOUSING URBAN DEVELOPMENT (227)	CALIFORNIA BEVERAGE RECYCLING (230)	YOUTH ACTIVITIES LEAGUE (235)
Cash Balance	16,485.83	5,773.23	(153,759.63)
Receivables	-	-	-
Liabilities	-	-	-
Ending Balance - 1/31/2026	16,485.83	5,773.23	(153,759.63)

City of Artesia
Comparison of Cash Balances to Fund Balance
02/28/26

SPECIAL REVENUE FUNDS (continued)

	CITIZEN OPTION FOR PUBLIC SAFETY (240)	PAID PARKING (245)	CLEAN AIR FUEL BUS GRANT (250)
Cash Balance	422,883.96	348,799.09	(10,547.50)
Receivables	-	-	-
Liabilities	-	-	-
FUND BALANCE	422,883.96	348,799.09	(10,547.50)

	COMMUNITY FACILITY DISTRICT (260)	COMMUNITY DEVELOPMENT BLOCK GRANT (270)	CALIFORNIA STREET GRANTS (280)
Cash Balance	104,300.39	(26,329.65)	553,018.75
Receivables	-	-	-
Liabilities	-	-	-
FUND BALANCE	104,300.39	(26,329.65)	553,018.75

	FEDERAL STPL (290)	TRANSPORTN PLANNING GRANT (295)	MAP 21 EXCHANGE (310)
Cash Balance	72,940.60	(44,114.74)	201,425.53
Receivables	-	-	-
Liabilities	-	-	-
FUND BALANCE	72,940.60	(44,114.74)	201,425.53

	MEASURE M (320)	MEASURE R (330)	TOD PLANNING GRANT (340)
Cash Balance	1,505,491.33	849,963.32	(40,651.95)
Receivables	-	-	-
Liabilities	-	-	-
FUND BALANCE	1,505,491.33	849,963.32	(40,651.95)

City of Artesia
Comparison of Cash Balances to Fund Balance
02/28/26

SPECIAL REVENUE FUNDS (continued)

	COUNTY PARK IMPROVEMENT (350)	PROPOSITION A FUND (360)	PROPOSITION C FUND (370)
Cash Balance	992,081.04	418,646.21	779,429.22
Receivables	27,436.72	2,773.00	-
Liabilities	-	-	-
FUND BALANCE	<u>1,019,517.76</u>	<u>421,419.21</u>	<u>779,429.22</u>

	SB1 RMRA (375)	SB 1383 GIVEAWAY (377)	SOUTH COAST AIR QUALITY MGMT DIST (390)
Cash Balance	1,378,631.02	69,854.18	306,582.12
Receivables	-	-	-
Liabilities	-	-	-
FUND BALANCE	<u>1,378,631.02</u>	<u>69,854.18</u>	<u>306,582.12</u>

	SAFE ROUTE TO SCHOOL (400)	SHERIFF FORFEITURES & SEIZURES (410)	STATE GAS TAX (420)
Cash Balance	(0.32)	447.20	(152,947.96)
Receivables	-	-	4,074.00
Liabilities	-	-	-
FUND BALANCE	<u>(0.32)</u>	<u>447.20</u>	<u>(148,873.96)</u>

	HOME STAY PROGRAM (430)	STREET LIGHTING MAINTENANCE FUND (440)	TRAFFIC CONGESTION RELIEF (450)
Cash Balance	3,546.95	47,234.90	22,891.39
Receivables	-	-	-
Liabilities	-	-	-
FUND BALANCE	<u>3,546.95</u>	<u>47,234.90</u>	<u>22,891.39</u>

City of Artesia
Comparison of Cash Balances to Fund Balance
02/28/26

SPECIAL REVENUE FUNDS (continued)

	CAL FIRE URBAN GRANT (460)	DEVELOPMENT IMPACT FEES (470)	MEASURE W (480)
Cash Balance	(87,698.97)	2,097,699.91	764,142.31
Receivables	-	-	-
Liabilities	-	-	-
FUND BALANCE	(87,698.97)	2,097,699.91	764,142.31

**RECYCLED OIL
(490)**

Cash Balance	2,657.44
Receivables	-
Liabilities	-
FUND BALANCE	2,657.44

CAPITAL PROJECTS FUNDS

	SPECIAL / CAPITAL PROJECT FUND (500)	PIONEER BOND PROJECT (510)	HISTORICAL DISTRICT BOND PROJECT (520)
Cash Balance	(180,302.92)	315,071.10	583,558.09
Receivables	16,084.06	-	-
Liabilities	-	-	-
FUND BALANCE	(164,218.86)	315,071.10	583,558.09

City of Artesia
Comparison of Cash Balances to Fund Balance
02/28/26

AGENCY FUNDS

	TRUST AND AGENCY (710)	SENIOR CITIZENS (720)	GEORGE NELSON MEMORIAL FUND (740)
Cash Balance	(30,923.12)	6,271.99	2,243.57
Receivables	-	-	-
Liabilities	30,923.12	(6,271.99)	(2,243.57)
FUND BALANCE	<u>-</u>	<u>-</u>	<u>-</u>

TOTAL ALL FUNDS

Cash Balance	27,887,151.09
Receivables	3,281,720.26
Fixed Assets, net	-
Prepaid Expenses	37,243.51
Investment Appreciation	(20,648.28)
Liabilities	(3,446,438.94)
FUND BALANCE	<u>27,739,027.64</u>

SUCCESSOR AGENCY FUNDS

	SUCCESSOR AGENCY ADMIN PROJECTS (800)	SUCCESSOR AGENCY TAX INCREMENT (810)	REDEVELOPMT OBLIGATION RETIREMENT FUND (820)
Cash Balance	-	(258,890.81)	1,100,373.17
Cash with Fiscal Agent	-	811.78	-
Liabilities	-	(43,156.73)	-
Bonds Payable	-	(11,602,520.00)	-
FUND BALANCE	<u>-</u>	<u>(11,903,755.76)</u>	<u>1,100,373.17</u>

TOTAL SUCCESSOR FUNDS

Cash Balance	841,482.36
Cash with Fiscal Agent	811.78
Liabilities	(43,156.73)
Bonds Payable	(11,602,520.00)
FUND BALANCE	<u>(10,803,382.59)</u>

Schedule of Investments
City of Artesia
February 28, 2026

Investment	CUSIP #	PURCHASE	MATURITY	COUPON	YIELD@	V A L U E			Annual Projected Interest	Weight
		Date	Date**			COST #	PAR	MARKET*		
Money Market Funds + (Cash on Hand)										
c First American Government Oblig F 31846V203		Various	Demand	N/A	3.660%	\$49,672.86	49,672.86	49,672.86	1,818.03	0.008
					Subtotal	\$49,672.86	49,672.86	49,672.86	1,818.03	0.008
Government Securities:										
UNITED STATES TREASURY	912828V95	2/27/2025	7/31/2026	1.875%	1.900%	707,244.53	730,000.00	723,751.20	13,687.50	0.120
UNITED STATES TREASURY	912828Z94	2/27/2025	2/15/2030	1.500%	1.640%	661,435.55	750,000.00	688,507.50	11,250.00	0.123
UNITED STATES TREASURY	91282CDK4	2/27/2025	11/30/2026	1.250%	1.280%	618,667.97	650,000.00	637,708.50	8,125.00	0.106
UNITED STATES TREASURY	91282CFB2	2/27/2025	7/31/2027	2.750%	2.790%	726,708.98	750,000.00	741,532.50	20,625.00	0.123
UNITED STATES TREASURY	91282CFT3	2/27/2025	10/31/2029	4.000%	3.950%	745,400.39	750,000.00	757,822.50	30,000.00	0.123
UNITED STATES TREASURY	91282CJW2	10/30/2025	1/31/2029	4.000%	3.950%	760,722.66	750,000.00	758,205.00	30,000.00	0.123
UNITED STATES TREASURY	91282CPA3	10/30/2025	9/30/2030	3.625%	3.640%	830,129.69	830,000.00	824,422.40	30,087.50	0.136
UNITED STATES TREASURY	91282CPW5	2/17/2026	1/31/2031	3.750%	3.710%	1,004,179.69	1,000,000.00	1,010,160.00	37,500.00	0.164
					Subtotal	6,054,489.46	6,210,000.00	6,142,109.60	181,275.00	1.017



CITY COUNCIL AGENDA REPORT

MEETING DATE: April 13, 2026

ITEM NO: 9D.

TO: Mayor and Members of the City Council

SUBJECT: AB 1234 Reporting

FROM: Christina Nieto-Linares, Administrative Secretary

REVIEWED AND APPROVED BY:
Abel Avalos, City Manager

RECOMMENDATION:

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

BACKGROUND:

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

STATEMENT OF FACT:

Councilmember	Event	Benefit of Expenditure to the Residents
Ali Sajjad Taj	ABCUSD State of Our Schools Luncheon 3/13	Attending City, community, regional and other events
Rene Trevino	ABCUSD State of Our Schools Luncheon 3/13	Attending City, community, regional and other events

Melissa Ramoso	N/A	N/A
Monica Manalo	N/A	N/A
Zeel Ahir	ABCUSD State of Our Schools Luncheon 3/13	Attending City, community, regional and other events

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

FISCAL IMPACT:

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

RECOMMENDED COUNCIL ACTION:

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



CITY COUNCIL AGENDA REPORT

MEETING DATE: April 13, 2026

ITEM NO: 9E.

TO: Mayor and Members of the City Council

SUBJECT: City Council Meeting Minutes

FROM: Jennifer Alderete, City Clerk

REVIEWED AND APPROVED BY:

Abel Avalos, City Manager

RECOMMENDATION:

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

February 9, 2026 - Regular Meeting

February 19, 2026 - Special Meeting

February 23, 2026 - Special 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

[2-9-26 Regular CC Meeting Minutes.pdf](#)

[2-19-26 Special CC Meeting Minutes.pdf](#)

[2-23-26 Special CC Meeting Minutes.pdf](#)

Artesia City Council Regular Meeting Minutes
Monday, February 9, 2026 – 7:00 p.m.
City Council Chambers
18747 Clarkdale Avenue, Artesia, CA 90701

1. CALL TO ORDER REGULAR MEETING

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

2. ROLL CALL

Present: Mayor Trevino, Mayor Pro Tem Ramoso, and Councilmember Manalo.

Absent: Councilmembers Taj and Ahir.

Staff Present: City Manager Avalos, Deputy City Manager Burke, Finance Manager Murguia, City Attorney Nguyen, City Clerk Alderete, Community Development Director Bollier, Parks & Recreation Manager Guerra, Special Projects Manager Lee, Management Analyst Zambrano, and Contract Planning Bashmakian.

3. INVOCATION

Rob Golding from First Christian Reformed Church, delivered the invocation.

4. PLEDGE OF ALLEGIANCE

Sergeant Ramos, led the pledge of allegiance.

5. PUBLIC COMMENTS

5A. Public Comments Public comments could be provided, in person or submitted by email to publiccomments@cityofartesia.us by 12:00 p.m. on the date of the meeting. Bridgett Martinez provided public comments for items not listed on the agenda.

6. COUNCILMEMBER COMMENTS

Mayor Trevino, Mayor Pro Tem Ramoso, and Councilmember Manalo asked questions and/or provided comments.

Councilmember Manalo attended the Council of Government meeting on Wednesday, February 4th.

Mayor Trevino welcomed the community to the meeting. He expressed concern over the Los Angeles County Board of Supervisors' decision to increase the sales tax by 0.50% and encouraged residents to contact their local board member. Mayor Trevino attended the Annual United States Mayor Conference in Washington, D.C. at public expense.

7. CEREMONIAL PRESENTATIONS

7A. Ross Band Certificates of Recognition

A Certificate of Recognition was presented to Ross Middle School Band and Band Director David Lopez. Principal Silvas provided comments.

7B. Los Angeles County Sheriff's Department Certificates of Recognition
A Certificate of Recognition was presented to Deputy Ruvalcaba and Deputy Valdez.

7C. Gateway Cities Energy Action Award Presentation
Gateway Cities Executive Director Hector De La Torre presented the Council with the Gold Award for Energy Action.

7D. Black History Month Proclamation
A proclamation for Black History Month was presented by the Council.

8. BUSINESS PRESENTATIONS

8A. Los Angeles County Sanitation District Prop. 218 Rate Increase Update
Los Angeles County Sanitation District's Deputy Assistant Chief Engineer Matt Eaton provided updates.

8B. ABC Unified School District Update
ABC Unified School District Clerk of the Board Leticia Mendoza provided updates. Mayor Trevino, Mayor Pro Tem Ramoso, and Councilmember Manalo asked questions and/or provided comments.

9. CONSENT CALENDAR

Councilmember Manalo moved, seconded by Mayor Pro Tem Ramoso, to approve consent calendar items 9A-9I.
Motion carried, 3-0-2, with Councilmembers Taj and Ahir absent.

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

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

9B. Accounts Payable Check Register – January 2026
Recommendation: Receive and File.

9C. City Financial Report – December 2025
Recommendation: Receive and File.

9D. AB 1234 Reporting
Recommendation: Receive and File.

9E. City Council Meeting Minutes
Recommendation: Approve Minutes as Presented for December 8, 2025 - Regular and Special Meetings, and December 15, 2025 – Regular and Special Meetings.

9F. Second Reading and Consideration of Ordinance Amending the Artesia Municipal Code Relating to the Mixed Use Overlay

Recommendation: Adopt Ordinance No. 26-980, Amending Sections of Title 48 (Mixed-Use Overlay Zone) of Chapter 2 (Zoning) of Title 9 (Planning and Zoning) of the Artesia Municipal Code and Finding the Ordinance Exempt From CEQA Pursuant To State CEQA Guidelines Section 15061(b)(3); And find the Ordinance Exempt From CEQA Pursuant to Guidelines Section 15061(b)(3).

9G. Legislative Platform for Calendar Year 2026

Recommendation: Approve the Legislative Platform for Calendar Year 2026.

9H. First Amendment to Agreement With Complete Paperless Solutions, LLC.

Recommendation: Approve, and Authorize the City Manager To Execute, the First Amendment to the Professional Services Agreement With Complete Paperless Solutions, LLC Extending the the Term to June 30, 2026 and Increasing the Total Contract to an Amount Not To Exceed \$170,000 Over the Two-Year Period.

9I. Large Event Facility Use Permit for Dinesh Shah to Hold a Holi Festival on Saturday, March 8, 2026 at Artesia Park

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

10. PUBLIC HEARING

10A. Introduction of an Ordinance to Establish Temporary Outdoor Lighting Regulations

Recommendation: Waive Full Reading and Adopt Ordinance No. 26-981, Adding Section 9- 2.1250 to Title 9 of the Artesia Municipal Code Establishing Regulations and Standards for the Use of Temporary Outdoor Lighting in Residential Zones; And Determining the Ordinance To Be Exempt From CEQA; And Find That That This Action Is Exempt From the Requirements of CEQA Pursuant to Sections 15378(b)(5), and 15061(b)(3).

Community Development Director Bollier provided staff report. Mayor Trevino, Mayor Pro Tem Ramoso, and Councilmember Manalo asked questions and/or provided comments. Mayor Trevino opened the public hearing. No public comments were provided. Mayor Trevino closed the public hearing.

Councilmember Manalo moved, seconded by Mayor Pro Tem Ramoso to approve agenda item 10A, as recommended.

Motion carried, 3-0-2, with Councilmembers Taj and Ahir absent.

10B. 2021-2029 6th Cycle Housing Element Update

Recommendation: Adopt Resolution No. 26-3075, Adopting the 2021-2029 Housing Element Update to the City of Artesia General Plan, and Approving Findings Pursuant to the California Environmental Quality Act in Connection Therewith (Case No. 2021-19); Make a Determination of Exemption from the California Environmental Quality Act ("CEQA") Pursuant to Section 15061(b)(3) of the CEQA Guidelines; And Authorize the City Manager, or designee, to make minor, non-substantive modifications to the City's 6th Cycle Housing Element as required by the California Department of Housing and Community Development (HCD) for purposes of State law compliance.

City Manager Avalos introduced the item. Sagecrest Contract Planner Bashmakian provided staff report. Mayor Trevino, Mayor Pro Tem Ramoso, and Councilmember Manalo asked questions and/or provided comments. Mayor Trevino opened the public hearing. No public comments were provided. Mayor Trevino closed the public hearing.

Mayor Pro Tem Ramoso moved, seconded by Councilmember Manalo to approve agenda item 10B, as recommended.

Motion carried, 3-0-2, with Councilmembers Taj and Ahir absent.

10C. Second Reading and Consideration of Ordinance Regarding Updating Los Angeles County Building, Electrical, Plumbing, Fire, Mechanical, Residential Codes, and Green Building Standards

Recommendation: Adopt Ordinance No. 26-979, Adopting by Reference Title 26 of the Los Angeles County Code, Incorporating and Amending the 2025 California Building Code; Title 27 of the Los Angeles County Code, Incorporating and Amending the 2025 California Electrical Code; Title 28 of the Los Angeles County Code, Incorporating and Amending the 2025 California Plumbing Code; Title 29 of the Los Angeles County Code, Incorporating and Amending the 2025 California Mechanical Code; Title 30 of the Los Angeles County Code, Incorporating and Amending the 2025 California Residential Code; Title 31 of the Los Angeles County Code, Incorporating and Amending the 2025 California Green Building Standards Code; Title 32 of the Los Angeles County Code, Incorporating and Amending the 2025 California Fire Code; Title 33 of the Los Angeles County Code, Incorporating and Amending the 2025 California Existing Building Code Together With Certain Amendments, Deletions and Additions, Including Findings, Fees and Penalties; And Amending the Artesia Municipal Code; And Find the Ordinance Exempt from CEQA pursuant to Guidelines Section 15061(b)(3)

Community Development Director Bollier provided staff report. Mayor Trevino opened the public hearing. No public comments were provided. Mayor Trevino closed the public hearing.

Councilmember Manalo moved, seconded by Mayor Pro Tem Ramoso to approve agenda item 10C, as recommended.

Motion carried, 3-0-2, with Councilmembers Taj and Ahir absent.

11. DISCUSSION

11A. Introduction of an Ordinance Amending the City's Fireworks Code
Recommendation: Waive Full Reading and Introduce, Ordinance No. 28-982, Amending Chapter 2 (Fireworks) of Title 4 (Public Safety) Regarding Illegal Fireworks; Finding the Ordinance is Exempt from CEQA Per State CEQA Guidelines Sections 15060 and 15061; And Approve the Proposed Administrative Fines for Fireworks Violations and Direct Staff to Prepare a Resolution to Adopt the Fines.

City Manager Avalos introduced the item. Deputy City Manager Burke provided staff report. City Attorney Nguyen provided input. Mayor Trevino, Mayor Pro Tem Ramoso, and Councilmember Manalo asked questions and/or provided comments.

Mayor Pro Tem Ramoso moved, seconded by Councilmember Manalo, to approve agenda item 11A, as recommended.

Motion carried, 3-0-2, with Councilmembers Taj and Ahir absent.

11B. Goods Purchase Agreement with Romtec, Inc. for a Pre-Engineered Restroom Building Kit for Artesia Park in the Amount of \$307,511.43
Recommendation: Approve the Good Purchase Agreement and With Romtec Inc.,and Authorize the City Manager To Execute on Behalf of the City Council.

Parks and Recreation Manager Guerra provided staff report. Mayor Trevino and Mayor Pro Tem Ramoso asked questions and/or provided comments.

Mayor Trevino moved, seconded by Councilmember Manalo, to approve agenda item 11B, as recommended.

Motion carried, 3-0-2, with Councilmembers Taj and Ahir absent.

11C. Consideration of a Financial Plan and Approving a Mid-Year Budget for Fiscal Year 2025-26

Recommendation: Approve the Proposed Mid-Year Budget Adjustments

Finance Manager Murguia provided staff report. Councilmember Manalo left the meeting. City Attorney Nguyen paused the meeting due to lack of quorum. Councilmember Manalo returned. The meeting resumed. Mayor Trevino, Mayor Pro Tem Ramoso, and Councilmember Manalo asked questions and/or provided comments.

Mayor Pro Tem Ramoso moved, seconded by Councilmember Manalo, to approve agenda item 11C, as recommended.

Motion carried, 3-0-2, with Councilmembers Taj and Ahir absent.

12. CITY MANAGER REPORT

City Manager Avalos provided updates.

13. COUNCILMEMBER COMMENTS

Mayor Trevino asked questions and/or provided comments.

14. ADJOURNMENT

The meeting was adjourned at 10:27 p.m. in memory of former City Engineer Tony Wong and Jesus Alejandro Valdez.

Artesia City Council Special Meeting Minutes
Thursday, February 19, 2026 – 6:30p.m.
Albert O. Little Community Center
18750 Clarkdale Avenue, Artesia, CA 90702

1. CALL TO ORDER SPECIAL MEETING

Mayor Trevino called the meeting to order at 6:39 p.m.

2. ROLL CALL

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

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

3. TOWN HALL DISCUSSION

3.A. Town Hall Discussion

City Manager Avalos provided general descriptions of various departments and services provided to the community, including, but not limited to:

- Parks & Recreation
- Fiscal Services
- Community Development
- Administrative Services / Public Safety

Public comments could be provided, in person or submitted by email to publiccomments@cityofartesia.us by 12:00 p.m. on the date of the meeting. Lorelei Bailey, Janice Morris, Brandon Reily, Leena Muntaz, Bill Zyistra, Carl Fonseca, Patricia Dixon, and Dan Rocha provided public comments. Two written comments were received by Vanda Barcelos and Sjoeki F. Sasbone. Residents expressed concerns for the following issues: code violations – cars parking/blocking sidewalk, overgrown lawns, considering the naming of downtown as Little India, additional stop and speeding signs, request for an informal town hall, restricting the amount of days fireworks can be set off, dirt on the metro-right-of-way walking path, ADU trash requirements and illegal dumping, and consideration of a vacancy tax.

4. COUNCILMEMBER COMMENTS

4A. Councilmember Comments

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

5. ADJOURNMENT

The meeting was adjourned at 8:50 p.m.

Artesia City Council Special Meeting Minutes
Monday, February 23, 2026 - 5:30 p.m.
City Council Chambers
18750 Clarkdale Avenue Artesia, CA 90701

1. CALL TO ORDER SPECIAL MEETING

Mayor Trevino called the meeting to order at 5:34 p.m.

2. ROLL CALL

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

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

3. ANNOUNCEMENT REGARDING PUBLIC COMMENTS

Public comments could be provided, in person or submitted by email to publiccomments@cityofartesia.us by 12:00 p.m. on the date of the meeting. Lorelei Bailey provided public comment.

4. DISCUSSION

4A. Goal Setting Discussion Among Councilmembers Including, but Not Limited to the Following Topics:

- Capital Improvements
- Enhance Public Safety
- Expand City Offerings and Facilities
- City Staff Development
- Improve City Processes

Councilmember Taj moved, seconded by Councilmember Manalo to create an ad-hoc committee to create a communications plan and to appoint Councilmember Ahir and Mayor Pro Tem Ramoso to the committee.

Motion carried, 5-0

Mike Egan with Tripepi Smith led the discussion regarding goal setting. Council provided direction for staff to focus on:

1. Beautification and Code Enforcement
2. Public Safety
3. CIP Implementation
4. Staff Development
5. Communications Plan/Outreach
6. Economic Development

5. COUNCILMEMBER COMMENTS

6. ADJOURNMENT

The meeting was adjourned at 9:24 p.m.



CITY COUNCIL AGENDA REPORT

MEETING DATE: April 13, 2026

ITEM NO: 9F.

TO: Mayor and Members of the City Council

SUBJECT: Proclamations

FROM: Jennifer Alderete, City Clerk

REVIEWED AND APPROVED BY:
Abel Avalos, City Manager

RECOMMENDATION:

It is recommended that the City Council approve the issuance of the following proclamations:

- Arbor Day and Earth Day - April 2026
- California Cities Week
- Autism Awareness Month

FISCAL IMPACT:

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

Attachments

[April Proclamations.pdf](#)



"Service Builds Tomorrow's Progress"

City of Artesia

PROCLAMATION

California Cities Week 2026 – April 19-25, 2026

WHEREAS, cities first arose in California when eight municipalities incorporated in 1850 to provide essential safety and health services to a rapidly growing population following the Gold Rush, and subsequent periods of economic growth and immigration; and

WHEREAS, today California's 483 cities and towns vary in size and scope and serve diverse communities throughout the state, from small rural neighborhoods to large urban regions; and

WHEREAS, more than 80 percent of California's population resides within cities and towns and relies on municipal services provided by local governments; and

WHEREAS, the California Constitution grants cities important powers, including the authority to promote and regulate public safety, raise revenue for public purposes, and operate public works to furnish residents with light, water, power, heat, transportation, and communication; and

WHEREAS, California Cities Week is an opportunity to recognize the vital role cities play in the daily lives of residents and to encourage civic engagement, education, and participation in local government;

NOW, THEREFORE, BE IT RESOLVED: that the City of Artesia City Council hereby proclaims the week of April 19 through April 25, 2026, as California Cities Week in the City of Artesia and encourages residents, businesses, and community organizations to participate in California Cities Week activities and to engage with their local government to better understand municipal services, decision-making, and opportunities for civic involvement.

SIGNED AND SEALED this 13th day of April, 2026.

Rene Trevino, Mayor

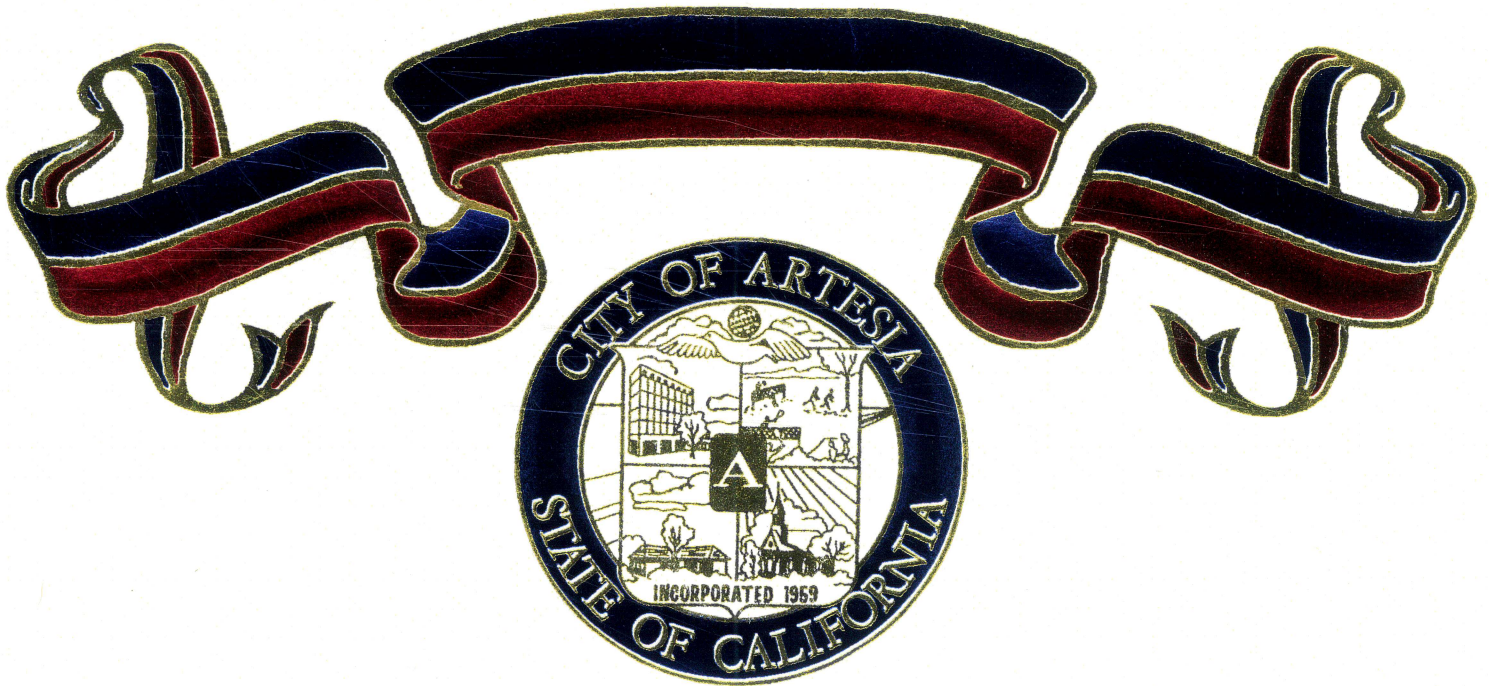
Melissa Ramoso, Mayor Pro Tem

Ali Sajjad Taj, Councilmember

Monica Manalo, MSW, Councilmember

Zeel Ahir, Councilmember





"Service Builds Tomorrow's Progress"

City of Artesia

PROCLAMATION

Arbor Day and Earth Day - April 2026

WHEREAS, in 1872, the Nebraska Board of Agriculture established the first Arbor Day as a special day for planting trees, and more than one million trees were planted in Nebraska and in 1970, Earth Day was established with the goal of inspiring an appreciation of our nation's natural resources and increase ecological awareness through conservation and protection;

WHEREAS, Arbor Day and Earth Day are now observed throughout the nation and the world, and trees — wherever they are planted — are a source of joy and spiritual renewal and restoring our Earth is crucial to the survival of this planet and its inhabitants;

WHEREAS, trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife;

WHEREAS, humankind is currently facing tremendous global challenges, large-scale migration, environmental injustice, degradation of ecosystems, mass extinction of species, and global climate change;

WHEREAS, City of Artesia residents, businesses and institutions are encouraged to plant and protect trees and implement practices designed to preserve and protect our environment and quality of life; and

NOW, THEREFORE, BE IT RESOLVED: that the City of Artesia City Council hereby proclaims April 22, 2026 as Earth Day and April 24, 2026 as Arbor Day.

SIGNED AND SEALED this 13th day of April, 2026.

Rene Trevino, Mayor

Melissa Ramoso, Mayor Pro Tem

Ali Sajjad Taj, Councilmember

Monica Manalo, MSW, Councilmember

Zeel Ahir, Councilmember





"Service Builds Tomorrow's Progress"

City of Artesia

PROCLAMATION

Autism Awareness Month - April 2026

WHEREAS, the City of Artesia wishes to recognize the month of April as Autism Awareness Month, and

WHEREAS, autism is the result of a neurological developmental disorder that affects the normal functioning of the human brain that can affect anyone, regardless of race, ethnicity, gender or socioeconomic background; and

WHEREAS, as more health professionals become proficient in diagnosing autism, more children are being diagnosed, resulting in rates as high as 1 in 36 children diagnosed with Autism Spectrum Disorder (ASD) in the United States. Boys are four times more likely than girls to have ASD; and

WHEREAS, Autism FYI Organization dedicated to promoting a safe environment, employment opportunities, and independence of those with ASD, provides a safety program offering easily identifiable products for quick identification by emergency personnel, a hotline for accessing emergency contacts and medical information, and training. Autism FYI advocates for individuals with autism and their families, while promoting awareness of autism worldwide; and

WHEREAS, in light of the growing impact of Autism Spectrum Disorder and the need for greater awareness, Autism FYI holds their "Light It Up Blue!" campaign on World Autism Day, designed to increase awareness about autism by asking participating organizations to turn their lights blue.

NOW, THEREFORE, BE IT RESOLVED: that the City of Artesia City Council hereby proclaims the month of April 2026, as Autism Awareness Month and calls upon residents to recognize and commend its observance.

SIGNED AND SEALED this 13th day of April, 2026.

Rene Trevino, Mayor

Melissa Ramoso, Mayor Pro Tem

Ali Sajjad Taj, Councilmember

Monica Manalo, MSW, Councilmember

Zeel Ahir, Councilmember





CITY COUNCIL AGENDA REPORT

MEETING DATE: April 13, 2026

ITEM NO: 9G.

TO: Mayor and Members of the City Council

SUBJECT: Second Reading and Consideration of Adoption of Ordinance Regarding the Levy of Special Taxes for Annexation No. 4

FROM: Jennifer Alderete, City Clerk

REVIEWED AND APPROVED BY:

Abel Avalos, City Manager

RECOMMENDATION:

Staff recommends that the City Council:

1. Adopt Ordinance No. 26-983, Authorizing the Levy of Special Taxes in a Community Facilities District, Including Certain Annexation Territory Identified as Annexation No. 4 Into City of Artesia, Community Facilities District No. 2017-1 (Services))

BACKGROUND:

The City Council took action to waive further reading, and introduce Ordinance No. 26-983 on March 9, 2026.

FISCAL IMPACT:

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

Attachments

[Ordinance 26-983.pdf](#)

ORDINANCE NO. 26-983

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARTESIA, CALIFORNIA, ADDING CHAPTER 16 TO TITLE 8 OF THE ARTESIA MUNICIPAL CODE RELATING TO NEW DEVELOPMENTS AND ANNEXATION INTO FINANCING DISTRICTS AND SETTING ALTERNATIVES AND EXEMPTIONS; AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

WHEREAS, the City of Artesia ("City") is authorized under its police power to enact regulations to preserve the public health, safety, and welfare;

WHEREAS, in 2017, the City established the City of Artesia, Community Facilities District No. 2017-1 (Services), Los Angeles County, State of California (the "District"), pursuant to the Mello-Roos Community Facilities Act of 1982 (commencing with Gov. Code § 53311 *et seq.*) (the "Act") in order to provide a method of funding specified services for the development occurring within the District and to pay all costs associated with forming the District;

WHEREAS, pursuant to article 3.5 of the Act, the City may annex additional property to the District and the City has conducted annexations of additional property to the District subsequent to its formation;

WHEREAS, the District levies special taxes on parcels of taxable property therein for the purpose of providing quintessential and necessary public services including police, fire, ambulance, flood and storm protection, maintenance and lighting of parks, parkways, streets, roads, and open space (the "Services"). The City Council formed and approved the District through Resolution Nos. 17-2661, 17-2662, and 17-2663;

WHEREAS, the City Council wishes to formalize a condition upon which all new residential development occurring within the City must annex into the District, or similar community facilities district to meet increased demands placed upon the City as a result of new development of real property;

WHEREAS, the proposed regulations provide that if a subject property does not annex into the District, for whatever reason, then alternatively, the property owner shall pay for the services that would have been covered by the District providing the Services at the rate and method of apportionment of special taxes approved in connection with the District;

WHEREAS, the Ordinance balances the City's need to meet increased demands from new development and facilitate the production of affordable housing by applying to all new development but exempting deed restricted affordable housing, as specified;

WHEREAS, the Housing Accountability Act expressly allows a city to impose conditions of approval as long as the conditions do not render a project infeasible or reduce the project's density. (Gov. Code, §§ 65589.5(d), (j)(1).) Formalizing a condition for new development to annex into the City's District or otherwise provide an alternative funding plan would not render a development project infeasible or reduce any project's density because such condition does not impact unit quantity, unit size, building height, setbacks, lot coverage or any other design feature. If a development is annexed into the District, then annual costs would not be borne by the property owner developing the property, but would be borne by the individual property owners who subsequently purchase each unit. Additionally, any property receiving a welfare exemption pursuant to Revenue and Taxation Code section 214(g) shall be exempt from the special tax of the District pursuant to Government Code section 53340(c); and

WHEREAS, on April 13, 2026, the City Council considered a staff report and public testimony regarding the proposed Ordinance, and all legal preconditions to the adoption of the 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 and determines that the Recitals above are true and correct and incorporated herein.

SECTION 2. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) because the Ordinance is not a CEQA "project" pursuant to State CEQA Guidelines section 15378(b)(5), which provides that organizational and administrative activities of governments that will not result in physical environmental impacts are not CEQA projects, and here the proposed Ordinance establishes a funding mechanism for the City to provide certain operations and maintenance of the Services. Further, the City Council finds that State CEQA Guidelines section 15061(b)(3) exempts those activities for which it can be seen with certainty that there is no potential to result in significant environmental effects. The Ordinance has no potential to result in physical change to the environment, directly or indirectly, as the Ordinance does not propose nor authorize any action that would have the potential to cause a physical change to

the environment, directly or indirectly. The City Council directs staff to file a notice of exemption within five days of the adoption of this Ordinance.

SECTION 3. Amendment. Chapter 16 is added to Title 8, "Building Regulations," of the Artesia Municipal Code as set forth below:

"Chapter 16 **COMMUNITY FACILITY DISTRICTS**

§8-16.01 **Establishing a New or Annexation Into An Existing Community Facilities District to Fund Services.**

- (a) *Definitions.* Whenever any of the following names or terms are used in this Chapter, those names or terms shall be deemed and construed to have the meaning ascribed to it in this section as follows, all other names or terms not listed shall have their ordinary meaning ascribed:

"Affordable Unit" shall mean any unit within a development that is subject to an executed, legally binding covenant, recorded against the subject property, guaranteeing the affordability of such unit to persons of low, very low, or moderate income for at least 35 years. An Affordable Unit includes, but is not limited to, any unit that is deed restricted affordable in accordance with applicable state housing law (e.g., Government Code, § 65915)..

"Building Permit" shall mean an official, written document issued by the City of Artesia granting legal permission to start construction, reconstruction, or physical alteration of a structure.

"CFD No. 2017-1" shall mean the City of Artesia Community Facilities District No. 2017-1 (Services), Los Angeles County, State of California.

"Community Facilities District" shall mean a legally constituted governmental entity established pursuant to Chapter 2.5 of the Act for the sole purpose of financing facilities and Services.

"New Development" shall mean any residential development project requiring a building permit for the construction, reconstruction, or physical alteration of improved or unimproved real property.

"Rate and Method of Apportionment of Special Taxes" or **"RMA"** shall mean that certain document known as the "City of Artesia Community Facilities District No. 2017-1 (Services) Rate and Method of Apportionment" for CFD No. 2017-1 or similar document for another Community Facilities District which defines how to calculate and allocate the maximum special taxes per parcel of taxable property.

“Services” shall mean the services as defined in section 53313 of the Act, including, but not limited to, police; fire and ambulance; flood and storm protection; maintenance and lighting of parks, parkways, streets, roads, and open space; and the maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City.

“The Act” shall mean the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with section 53311 *et seq.*, as amended.

- (b) *Purpose and Intent.* It is the purpose of this Chapter to establish regulations and standards that all New Development occurring in the City mitigate its impacts on the City’s Services including, without limitation, police, fire, ambulance, flood and storm protection, maintenance and lighting of parks, parkways, streets, roads, and open space by providing a funding mechanism to provide Services, whether they are increases to existing Services or new Services to be provided.
- (c) *New Development.* As a condition to the issuance of a Building Permit for any New Development occurring in the City for which a Building Permit is required, the owner of land for which such Building Permit is sought shall be required to annex the real property for which the permit is sought into CFD No. 2017-1 or other Community Facilities District in existence at the time of Building Permit application, or, at the property owner’s election, the property owner shall establish a new Community Facilities District for the purpose of funding the costs of providing the Services.
- (d) If a property proposed for New Development is not successfully annexed into CFD No. 2017-1 or another existing Community Facilities District, or is otherwise not included in a Community Facilities District providing Services, or the property owner elects not to join any Community Facilities District, then the property owner shall, at the time of applying for a Building Permit, provide payment for the Services that would have been covered by a Community Facilities District at the Rate and Method of Apportionment of Special Taxes approved in connection with the formation of the respective Community Facilities District for the duration of 75 years.
- (e) Subsections (b) through (d) do not apply to any of the following:
 - (1) The construction, reconstruction, or physical alteration of any existing structure or portion thereof in which the final floor area does not exceed the floor area existing prior to such construction, reconstruction, or physical alteration, unless such property is being converted from a non-residential

property use into a residential property use. In such event of a property being converted from a non-residential property use into a residential property use, the converted property shall be subject to the provisions of this Chapter and the requirement to provide funding for the Services.

(2) Any Affordable Unit. However, if a unit ceases to be an Affordable Unit, as defined herein, then the unit will be subject to a Community Facilities District or applicable payment.

(3) The development of an accessory dwelling unit (ADU) or junior accessory dwelling unit (JADU) pursuant to Government Code section 66310 *et seq.* and Article 45 of Title 9 of this Code.

(4) Any non-residential property. For purposes of this section, non-residential property shall include but not be limited to all property classified as transient property such as hotels and motels.

(5) Any property that has received a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code pursuant to Government Code section 53340(c)."

SECTION 4. Effective Date. This Ordinance shall become effective 30 days following its adoption.

SECTION 5. 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 6. 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 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 Artesia, California, at a regular meeting of the City Council held on the 11th day of May, 2026 by the following vote:

RENE TREVINO, MAYOR

ATTEST:

JENNIFER ALDERETE, CITY CLERK

APPROVED AS TO FORM:

BEST BEST & KRIEGER, CITY ATTORNEY



CITY COUNCIL AGENDA REPORT

MEETING DATE: April 13, 2026

ITEM NO: 9H.

TO: Mayor and Members of the City Council

SUBJECT: Resolution Regarding a Statement of Investment Policy

FROM: Jamie Murguia, Finance Manager

REVIEWED AND APPROVED BY:

Melissa Burke, Deputy City Manager

HongDao Nguyen, City Attorney

Abel Avalos, City Manager

RECOMMENDATION:

Staff recommends that the City Council Adopt Resolution No. 26-3080, A Resolution of the City Council of the City of Artesia, California, Approving a Statement of Investment Policy, and Repealing Resolution No. 25-3052.

BACKGROUND:

On January 9, 2025, as part of the Fiscal Year 2025-26 budget adoption, the City Council approved Resolution No. 25-3052, adopting the Statement of Investment Policy. This policy has since guided the City Treasurer in managing the City of Artesia's ("City") investments. The City's current investments, as of the publication of this report, total \$28.64 million. These funds are allocated across a diversified set of investments designed to generate both short-term gains and long-term returns. Since the adoption of Resolution No. 25-3052, there have been legislative changes that impact the investment of public funds. Staff took these updates to the Finance Committee on March 6, 2026.

ANALYSIS:

Senate Bill 858 (SB 858) and Senate Bill 595 (SB 595), effective January 1, 2026, made a series of minor yet meaningful reforms to laws governing investment of public funds. SB 858 amends the California Government Code by increasing the allowable maturity period for commercial paper investments from 270 days to 397 days. This change provides local agencies with additional flexibility in managing short-term investments. SB 595 addressed fiscal transparency and investment flexibility for local agencies. Related to the investment of public funds, SB 595 amends the California Government Code to extend the sunset date on previous Code changes, from January 1, 2026, to January 1, 2031. Further, the bill increases the maximum maturity for eligible commercial paper from 270 days to 397 days, aligning state law more closely with federal standards and expanding short term investment flexibility.

The City's Investment Advisor, Academy Asset Management, reviewed the legal updates and found tangible opportunities to increase yield within the City's long-term investment portfolio. With the adoption of Resolution No. 26-3080, the City's Investment Policy will be updated to incorporate these legal updates, allowing the Treasurer to pursue further diversification of the portfolio. Following a presentation by Academy Asset Management, and discussion with the Committee and Staff, the Finance Committee recommended the changes be brought to the City Council for adoption.

FISCAL IMPACT:

There is no fiscal impact associated with the adoption of Resolution No. 26-3080. It is anticipated that there may be a positive pickup in yield on investments with the diversification of the investment portfolio once implemented.

RECOMMENDED COUNCIL ACTION:

Staff recommends that the City Council Adopt Resolution No. 26-3080, A Resolution of the City Council of the City of Artesia, California, Approving a Statement of Investment Policy, and Repealing Resolution No. 25-3052.

Attachments

[Resolution 26-3080 FY 2025-26.pdf](#)

[Exhibit A - Resolution 26-3080.pdf](#)

[Exhibit A - Resolution 26-3080 redline.pdf](#)

RESOLUTION NO. 26-3080

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ARTESIA, CALIFORNIA, APPROVING A STATEMENT OF
INVESTMENT POLICY, AND REPEALING RESOLUTION
NO. 25-3052

WHEREAS, Government Code Section 53601 provides that all local agencies are subject to the reporting, fund management and investment policy requirements;

WHEREAS, the City Council desires to revise and update the Statement of Investment Policy; and

WHEREAS, the City Council desires to establish the best practice of reviewing and adopting, annually, a Statement of Investment Policy.

NOW, THEREFORE, the City Council of the City of Artesia does hereby find, order and resolve as follows:

SECTION 1. The Statement of Investment Policy, attached hereto as Exhibit A and incorporated herein, is adopted as the Statement of Investment Policy of the City of Artesia, and the Statement of Investment Policy adopted via Resolution 25-3052 is hereby repealed.

SECTION 2. The City Treasurer shall comply with the Statement of Investment Policy of the City of Artesia adopted by this Resolution.

SECTION 3. In accordance with the authority granted by Artesia Municipal Code – Title 2, Chapter 4, Article 7, the City Treasurer shall assume full responsibility for the decisions and transactions involving the investment and reinvestment of City funds, the sale or exchange of security so purchased and the management of City funds and securities until such time as this delegation of authority is revoked.

SECTION 4. The City Treasurer shall report to the City Council, the City Manager and the City's Auditor as required by the Statement of Investment Policy and all applicable laws.

SECTION 5. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED, AND ADOPTED this 13th day of April, 2026.

RENE TREVINO, MAYOR

ATTEST:

JENNIFER ALDERETE, CITY CLERK

APPROVED TO FORM:

BEST BEST & KRIEGER, CITY ATTORNEY

**CITY OF ARTESIA
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2025-26**

1. POLICY:

This statement is intended to provide guidelines for the prudent investment of the temporarily idle cash of the City of Artesia (City) and outline the policies for maximizing the efficiency of the City's cash management system. The City of Artesia shall invest public funds in such a manner as to comply with state and local laws; ensure prudent money management; provide for daily cash flow requirements; and meet the objectives of the Policy, in priority order of Safety, Liquidity and Return on investment.

2. SCOPE:

This investment policy applies to all financial assets and investment activities of the City, except for proceeds of debt issuance. Debt proceeds shall be invested in accordance with the "Permitted Investments" and/or investment provisions for each specific bond indenture and/or bond document.

The Policy applies to the following funds, and is accounted for in the City's annual audited financial statements.

- A. General Fund
- B. Special Revenue Funds
- C. Debt Service Funds
- D. Capital Improvement Funds
- E. Enterprise Funds
- F. Internal Service Funds
- G. Successor Agency Funds
- H. Any joint powers authority funds.

3. STANDARDS OF PRUDENCE:

The City Treasurer authorized to make investment decisions on behalf of the City of Artesia investing public funds pursuant to this policy is a trustee, and therefore a fiduciary subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, the City Treasurer shall act with care, skill, prudence, and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, the City Treasurer is authorized to acquire investments as authorized by law.

4. INVESTMENT OBJECTIVES:

When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, the primary objective of the City Treasurer shall be to safeguard the principal of the funds under its control. The secondary objective shall be to meet the liquidity needs of the City. The third objective shall be to achieve a market average rate of return consistent with the primary objectives of safety and

liquidity, throughout budgetary and economic cycles. At no time should safety or liquidity be compromised in exchange for higher yields.

1. **Safety:** Safety of principal is the foremost objective of the investment program. Investments of the City of Artesia shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City Treasurer will diversify its investments by investing funds among a variety of securities with independent returns.
2. **Liquidity:** The City's investment portfolio will remain sufficiently liquid to enable the City of Artesia to meet all operating requirements which might be reasonably anticipated.
3. **Return on Investments:** The City's investment portfolio shall be designed with the objective of obtaining a reasonable and competitive market rate of return taking into consideration risk constraints, prudent investment principles, and the cash flow characteristics of the portfolio.

5. **AUTHORITY:**

The authority to invest City funds is vested in the City Treasurer in accordance with Artesia Municipal Code 2-4.305. All investment decisions and investment of funds shall be made in full compliance with this policy, the California Government Code Sections 53600 *et. seq.*, and all other relevant state and federal requirements as well as any amendments or additions to such requirements.

Management responsibility for the investment of City funds is vested in the City Treasurer who shall prepare written procedures for the operation of the investment program and safekeeping of investment instruments consistent with this investment policy.

6. **ETHICS AND CONFLICTS OF INTEREST:**

Elected officials and employees of the City involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial decisions under the Political Reform Act and Government Code Section 1090 *et seq.* Elected officials and employees shall disclose to the City Manager any material interests in financial institutions that conduct business with the City, and they shall further disclose any personal investment position or financial asset that could be related to the performance of the City's investment program. Elected officials and employees shall subordinate their personal investment transactions to those of the City particularly with regard to the time of purchases and sales.

Any firm proposing to provide any type of investment service to the City shall acknowledge their familiarity with the provisions of the Political Reform Act, Government Code Section 81000 *et seq.* and CA Code of Regulations 18110 *et seq.* and the provisions limiting contractual conflicts of interest under Government Code Section 1090 *et seq.* Any firm proposing to provide any type of investment service to the City shall also acknowledge their familiarity with and agree to abide by any Federal or State law, regulation, rule or policy pertaining to or limiting campaign contributions by such firms, their employees, spouses or agents.

All persons, firms, broker/dealers, financial institutions and advisors providing investment services or bond issue assistance shall disclose to the City Manager and the Treasurer all fee sharing, fee-splitting and commission arrangements with other entities or persons prior to the City

agreeing to buy an investment or issue bonds.

7. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS:

The City Treasurer, or the City's designated Investment Manager, shall select all security dealers and depositories subject to City Council approval. The City shall conduct its investment transactions with several competing, reputable security broker/dealers. The selection process shall focus on financial viability, knowledge, experience, and ethics in the fixed-income securities industry. The City Treasurer, or the City's designated Investment Manager, will maintain a list and a written agreement with financial institutions authorized to provide investment services subject to City Council approval.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the City Treasurer, or the City's designated Investment Manager, with the following: audited financial statements, proof of National Association of Security Dealers certification, proof of state registration, completed broker/dealer questionnaire, and certification of having read the City's investment policy and depository contracts. The City Treasurer, or the City's designated Investment Manager, will conduct an annual review of the financial condition and registrations of qualified bidders.

8. AUTHORIZED AND SUITABLE INVESTMENTS:

Authorized and suitable investments shall mean and include any of the following securities to the extent the same are permitted by applicable federal and state code:

Direct Obligations of the United States of America, specifically U.S. Treasury bills and notes. There are no portfolio percentage limits for Direct Obligations of the United States of America.

Direct Obligations of the U.S. Government Agencies, guaranteed directly or indirectly by the United States government and/or directly or indirectly by any of the following: Banks for Cooperatives, Federal Intermediate Credit Banks, Federal Home Loan Bank System, Export-Import Bank of the United States, Federal Financing Banks, Federal Land Banks, Federal Farm Credit Bank, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Federal Housing Administration, Student Loan Marketing Association, and the Resolution Funding Corporation. There are no portfolio percentage limits for Direct Obligations of the U.S. Government Agencies.

Certificates of Deposit which are federally insured or fully collateralized by permitted investments as defined herein; issued by institutions which are either a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank No more than 30% of the City's portfolio may be invested in Certificates of Deposit.

Guaranteed Investment Contracts that meet the requirements of City / Successor Agency/joint powers authority bond documents may be utilized for the investment of those specific bond proceeds.

Banker's Acceptances which are issued by banks with a rating of "A" or higher by Standard and Poor's or Moody's at the time of investment, and do not exceed 180 days maturity. No more than 10%

of the City's portfolio may be invested in Banker's Acceptances.

Commercial Paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical rating organization (NRSRO). Eligible Commercial Paper shall have a maximum maturity of 397 days or less. No more than 25% of the City's portfolio may be invested in Commercial Paper.

Medium-Term Notes defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated in a rating category of "A" or its equivalent or better by an NRSRO. No more than 30% of the City's portfolio may be invested in Medium-Term Notes.

Mortgage Passthrough Security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond. (2) For securities eligible for investment under this subdivision not issued or guaranteed by an agency or issuer identified in subdivision (b) or (f) of Government Code Section 53601, the following limitations apply: (A) The security shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less. (B) Purchase of securities authorized by this paragraph shall not exceed 20% of the City's portfolio.

Repurchase Agreements with any federally insured state or national bank of primary government bond dealer on the Federal Reserve reporting dealer list. All repurchase agreements must be covered by a master repurchase agreement. The term of such repurchase agreement may not exceed two weeks. The repurchase agreement must be 102% collateralized by U.S. Treasury securities that are free and clear of any third-party lien or claim. The collateral must be delivered to the custodian or third party acting as agent for the City. No more than 10% of the City's portfolio may be invested in Repurchase Agreements.

Government Pools

Government sponsored investment pools (Pools) are permitted under California Government Code Section 53601 *et seq.* and an excellent short-term investment option for cash management facilities. These pools can provide safety, liquidity, and yield in a single diversified investment. However, thoughtful investigation and due diligence are required, both initially at time of purchase, and ongoing analysis to determine that the investment pool is being managed in a manner consistent with the objective of the Policy. The following guidelines include, but are not limited to:

- A) Shall have attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations.
- B) The Pools mark to market weekly at a minimum.
- C) The Pool provides comprehensive, timely monthly reports which include detailed transaction listings, reports realized and unrealized gains and losses, provides accurate market values for each security, provides quality rating for individual securities, takes delivery DVP, provides third party safekeeping of all investments, and for whom an audit is conducted annually by an independent auditor with no relationship to the Pool.

There is no portfolio percentage limit for Government Pools.

State of California's Local Agency Investment Fund (LAIF)

Investment in LAIF may not exceed the current LAIF limit and should be reviewed periodically.

Los Angeles County Pool

Investment in the Los Angeles County Pool may not exceed the current pool limits and should be reviewed periodically.

California Asset Management Program (CAMP)

Investment in CAMP may not exceed the current pool limits and should be reviewed periodically.

California Cooperative Liquid Assets Securities System (CLASS)

Investment in California CLASS may not exceed the current pool limits and should be reviewed periodically.

Government Securities Money Market Fund(s) which invest only in U.S. Government Securities, and the net asset value is stabilized at one dollar. The fund shall have the highest ranking or the highest letter and numerical rating by not less than two of the three largest nationally recognized rating services. No more than 10% of the City's portfolio may be invested in Government Securities Money Market Fund(s).

Sweep Accounts in a banking institution at which the City currently does business may be utilized for the temporary placement of funds. Such placement of funds is intended to be for a temporary period, not to exceed seven days. It is acknowledged that the individual investment instruments which comprise said sweep accounts may or may not conform to the City's Statement of Investment Policy.

Specifically excluded as investments are: reverse repurchase agreements; longer-term U.S. Treasury, Agency, and corporate bonds with maturities exceeding five years; mortgage-backed securities; leveraged investments; derivatives of any kind at any time; and other investments not permitted under applicable government codes.

9. DIVERSIFICATION OF INVESTMENTS:

It is the City's policy to minimize portfolio risk by diversifying maturity, sector, and class allocations. Default risk shall be minimized by investing in an assortment of permitted investments as mentioned above. To minimize overall portfolio risk, the following not-to-exceed diversification goals shall guide the City's operating fund portfolio, based upon the portfolio structure at the time of purchase. Percentage limitations stated below will be calculated and applied at the time of purchase of the investment instrument. Not-to-Exceed-Limits stated below apply to the par value of the investments not the market value. Such limits shall also be within any requirements of state law.

10. MONEY MARKET MUTUAL FUNDS

Money market mutual funds provide another safe, liquid and diversified investment option for the City's surplus capital: however, certain conditions need to be met both initially and on an ongoing basis. The money market may only invest in US Government securities permitted under this policy and under California Government Code Section 53601 *et seq.* with final stated maturities of one year or less "Government Money Market Funds."

In order to be an eligible money market investment under this section, the primary objective of the money market, as stated in the fund's prospectus, is to maintain a constant \$1.00 Net Asset Value (NAV). The following additional guidelines include, but are not limited to:

- A) Only invests in US Government securities, and the weighted average maturity of the portfolio is less than 180 days.
- B) The fund shall be registered with the SEC.
- C) The fund shall have a minimum of \$500 million in total asset size of portfolio at time of investment, and should not drop below this threshold.
- D) The money market shall have attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations, and shall maintain these ratings for the duration of the investment.

11. COLLATERALIZATION:

All demand deposits, time deposits and repurchase agreements are to be fully collateralized with securities authorized by the California Government Code and the City. The eligible collateral for repurchase agreements must be those investments authorized by Section 53601 of the California Government Code. The Treasurer may specify the type of eligible collateral for use in repurchase agreements. Eligible collateral must be in book entry form. Collateral is valued at current market plus accrued interest through the date of valuation.

- A) The cost value (book value) of collateral pledged for demand deposits must at all times be equal to or greater than the amount on deposit, plus accrued interest, in accordance with the following ratio:

U.S. Treasury Securities	110%
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- B) The cost value (book value) of collateral pledged for repurchase agreements must at all times be equal to or greater than the par amount, plus accrued interest, with the following ratios:

U.S. Treasury Securities	102%
U.S. Government Agencies	102%
Cash (in immediately available funds)	100%

It is the policy of the City to require reports at least on a quarterly basis from institutions with which the Treasurer has pledged security interest. The Treasurer shall monitor the adequacy of collateralization to ensure that balances are collateralized in accordance with the ratios approved herein.

With regard to repurchase agreements, it is the policy of the City to initiate a margin call in the event pledged collateral falls below the appropriate ratio.

Collateralized investments and deposits often require substitution of collateral. Any broker or financial institution requesting substitution must contact the City through the City Treasurer, for approval in the event the counterparty to the transaction is not authorized under agreement with the City to make substitutions.

12. SAFEKEEPING AND CUSTODY:

The City Treasurer shall take possession of all of the City's investment securities pursuant to Government Code Section 53608 which, in pertinent part, provides as follows:

"A local agency purchasing or obtaining any securities prescribed in this section, in a negotiable, bearer, registered, or nonregistered format, shall require delivery of the securities to the local agency, including those purchased for the agency by financial advisors, consultants, or managers using the agency's funds, by book entry, physical delivery, or by third party custodial agreement. The transfer of securities to the counterpart bank's customer book entry account may be used for book entry delivery. For purposes of this section "counterparty" means the other party to the transaction. A counterparty bank's trust department or separate safekeeping department may be used for the physical delivery of the security if the security is held in the name of the local agency."

13. MAXIMUM MATURITIES:

The average dollar weighted maturity of the total portfolio shall not exceed 2 years. No investment shall have a maturity date in excess of 5 years from date of purchase without the approval of the City Council prior to any such transactions. No more than 35% of the total portfolio shall be invested in instruments with maturities beyond 3 years at the time of purchase, and no more than 20% of the total portfolio shall be invested in instruments with maturities beyond 4 years at the time of purchase. Maturities shall be staggered to minimize liquidity risk and to enhance the stability of incoming cashflows. At least 10% of the portfolio shall be invested in instruments which can be liquidated on one day's notice.

14. INTERNAL CONTROL:

The City Treasurer shall establish procedures that separate the internal responsibility for management and accounting of the investment portfolio. An analysis by an external independent auditor shall be conducted annually to review internal controls, account activity and compliance with policies and procedures.

15. PERFORMANCE STANDARDS AND EVALUATION:

Investment performance is continually monitored and evaluated by the City Treasurer. Investment portfolio reports are generated on a monthly basis and submitted to the City Manager and the City Council Finance Committee. The investment portfolio reports are to be submitted within 60 days of the end of the reporting period.

The portfolio shall be designed to attain a market average rate of return comparable to the average one year U.S. Constant Maturity Treasury (CMT).

An annual audit of the City's Investment Policy, practices, procedures and portfolio status will be conducted by an independent auditor. The auditor will provide the City Manager and City Council with written observations and recommendations regarding the adequacy of investment controls.

16. REPORTING:

The City Treasurer shall provide the City Council with monthly reports about the City's investments.

These reports shall include, at a minimum, the following information for each type of investment held in the City's investment portfolio: the issuer; date of purchase; date of maturity; amount of investment; current market value; yield on investment; yield and total return on portfolio; income generated from investments; and a description of unusual investment activity or developments during the month for which the report is prepared.

The City Treasurer shall prepare such a report for each month. The City Treasurer shall deliver each monthly report to the Mayor and each City Council Member no later than sixty (60) calendar days after the close of the month for which each report is prepared.

In the event that an investment advisor is retained by the City Council, the investment advisor shall prepare and deliver a report for each month's investment activity as required herein to the City Treasurer in such time as to allow the City Treasurer to comply with the delivery times for each report required by this policy.

The City Treasurer may be relieved from that office in the event of any failure to comply with the reporting requirements of this policy.

17. INVESTMENT POLICY ADOPTION:

The City of Artesia Investment Policy shall be adopted by resolution of the City Council. The Policy shall be reviewed annually by the City Treasurer and the Council and any modifications made thereto must be approved by the City Council.

**CITY OF ARTESIA
STATEMENT OF INVESTMENT POLICY
Fiscal Year 2025-26**

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1. POLICY:

This statement is intended to provide guidelines for the prudent investment of the temporarily idle cash of the City of Artesia (City) and outline the policies for maximizing the efficiency of the City's cash management system. The City of Artesia shall invest public funds in such a manner as to comply with state and local laws; ensure prudent money management; provide for daily cash flow requirements; and meet the objectives of the Policy, in priority order of Safety, Liquidity and Return on investment.

2. SCOPE:

This investment policy applies to all financial assets and investment activities of the City, except for proceeds of debt issuance. Debt proceeds shall be invested in accordance with the "Permitted Investments" and/or investment provisions for each specific bond indenture and/or bond document.

The Policy applies to the following funds, and is accounted for in the City's annual audited financial statements.

- A. General Fund
- B. Special Revenue Funds
- C. Debt Service Funds
- D. Capital Improvement Funds
- E. Enterprise Funds
- F. Internal Service Funds
- G. Successor Agency Funds
- H. Any joint powers authority funds.

3. STANDARDS OF PRUDENCE:

The City Treasurer authorized to make investment decisions on behalf of the City of Artesia investing public funds pursuant to this policy is a trustee, and therefore a fiduciary subject to the prudent investor standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, the City Treasurer shall act with care, skill, prudence, and diligence under the circumstances then prevailing, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, the City Treasurer is authorized to acquire investments as authorized by law.

4. INVESTMENT OBJECTIVES:

When investing, reinvesting, purchasing, acquiring, exchanging, selling, and managing public funds, the primary objective of the City Treasurer shall be to safeguard the principal of the funds under its control. The secondary objective shall be to meet the liquidity needs of the City. The third objective shall be to achieve a market average rate of return consistent with the primary objectives of safety and

REVISED by Resolution No. 26-3080 on April 13, 2026

liquidity, throughout budgetary and economic cycles. At no time should safety or liquidity be compromised in exchange for higher yields.

1. **Safety:** Safety of principal is the foremost objective of the investment program. Investments of the City of Artesia shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, the City Treasurer will diversify its investments by investing funds among a variety of securities with independent returns.
2. **Liquidity:** The City's investment portfolio will remain sufficiently liquid to enable the City of Artesia to meet all operating requirements which might be reasonably anticipated.
3. **Return on Investments:** The City's investment portfolio shall be designed with the objective of obtaining a reasonable and competitive market rate of return taking into consideration risk constraints, prudent investment principles, and the cash flow characteristics of the portfolio.
5. **AUTHORITY:**

The authority to invest City funds is vested in the City Treasurer in accordance with Artesia Municipal Code 2-4.305. All investment decisions and investment of funds shall be made in full compliance with this policy, the California Government Code Sections 53600 *et. seq.*, and all other relevant state and federal requirements as well as any amendments or additions to such requirements.

Management responsibility for the investment of City funds is vested in the City Treasurer who shall prepare written procedures for the operation of the investment program and safekeeping of investment instruments consistent with this investment policy.

6. **ETHICS AND CONFLICTS OF INTEREST:**

Elected officials and employees of the City involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial decisions under the Political Reform Act and Government Code Section 1090 *et seq.* Elected officials and employees shall disclose to the City Manager any material interests in financial institutions that conduct business with the City, and they shall further disclose any personal investment position or financial asset that could be related to the performance of the City's investment program. Elected officials and employees shall subordinate their personal investment transactions to those of the City particularly with regard to the time of purchases and sales.

Any firm proposing to provide any type of investment service to the City shall acknowledge their familiarity with the provisions of the Political Reform Act, Government Code Section 81000 *et seq.* and CA Code of Regulations 18110 *et seq.* and the provisions limiting contractual conflicts of interest under Government Code Section 1090 *et seq.* Any firm proposing to provide any type of investment service to the City shall also acknowledge their familiarity with and agree to abide by any Federal or State law, regulation, rule or policy pertaining to or limiting campaign contributions by such firms, their employees, spouses or agents.

All persons, firms, broker/dealers, financial institutions and advisors providing investment services or bond issue assistance shall disclose to the City Manager and the Treasurer all fee sharing, fee-splitting and commission arrangements with other entities or persons prior to the City

agreeing to buy an investment or issue bonds.

7. AUTHORIZED FINANCIAL DEALERS AND INSTITUTIONS:

The City Treasurer, or the City's designated Investment Manager, shall select all security dealers and depositories subject to City Council approval. The City shall conduct its investment transactions with several competing, reputable security broker/dealers. The selection process shall focus on financial viability, knowledge, experience, and ethics in the fixed-income securities industry. The City Treasurer, or the City's designated Investment Manager, will maintain a list and a written agreement with financial institutions authorized to provide investment services subject to City Council approval.

All financial institutions and broker/dealers who desire to become qualified bidders for investment transactions must supply the City Treasurer, or the City's designated Investment Manager, with the following: audited financial statements, proof of National Association of Security Dealers certification, proof of state registration, completed broker/dealer questionnaire, and certification of having read the City's investment policy and depository contracts. The City Treasurer, or the City's designated Investment Manager, will conduct an annual review of the financial condition and registrations of qualified bidders.

8. AUTHORIZED AND SUITABLE INVESTMENTS:

Authorized and suitable investments shall mean and include any of the following securities to the extent the same are permitted by applicable federal and state code:

Direct Obligations of the United States of America, specifically U.S. Treasury bills and notes. There are no portfolio percentage limits for Direct Obligations of the United States of America.

Direct Obligations of the U.S. Government Agencies, guaranteed directly or indirectly by the United States government and/or directly or indirectly by any of the following: Banks for Cooperatives, Federal Intermediate Credit Banks, Federal Home Loan Bank System, Export-Import Bank of the United States, Federal Financing Banks, Federal Land Banks, Federal Farm Credit Bank, Government National Mortgage Association, Farmers Home Administration, Federal Home Loan Mortgage Corporation, Federal National Mortgage Association, Federal Housing Administration, Student Loan Marketing Association, and the Resolution Funding Corporation. There are no portfolio percentage limits for Direct Obligations of the U.S. Government Agencies.

Certificates of Deposit which are federally insured or fully collateralized by permitted investments as defined herein; issued by institutions which are either a nationally or state-chartered bank, a savings association or a federal association (as defined by Section 5102 of the Financial Code), a state or federal credit union, or by a federally licensed or state-licensed branch of a foreign bank or thrift, or savings and loan. No more than 30% of the City's portfolio may be invested in Certificates of Deposit.

Guaranteed Investment Contracts that meet the requirements of City / Successor Agency/joint powers authority bond documents may be utilized for the investment of those specific bond proceeds.

Banker's Acceptances which are issued by banks with a rating of "A" or higher by Standard and Poor's or Moody's at the time of investment, and do not exceed 180 days maturity. No more than 10%

REVISED by Resolution No. 26-3080 on April 13, 2026

of the City's portfolio may be invested in Banker's Acceptances.

Commercial Paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical rating organization (NRSRO). Eligible Commercial Paper shall have a maximum maturity of 397 days or less. No more than 25% of the City's portfolio may be invested in Commercial Paper.

Medium-Term Notes defined as all corporate and depository institution debt securities with a maximum remaining maturity of five years or less, issued by corporations organized and operating within the United States or by depository institutions licensed by the United States or any state and operating within the United States. Notes eligible for investment under this subdivision shall be rated in a rating category of "A" or its equivalent or better by an NRSRO. No more than 30% of the City's portfolio may be invested in Medium-Term Notes.

Mortgage Passthrough Security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable passthrough certificate, or consumer receivable-backed bond. (2) For securities eligible for investment under this subdivision not issued or guaranteed by an agency or issuer identified in subdivision (b) or (f) of Government Code Section 53601, the following limitations apply: (A) The security shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and have a maximum remaining maturity of five years or less. (B) Purchase of securities authorized by this paragraph shall not exceed 20% of the City's portfolio.

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Repurchase Agreements with any federally insured state or national bank of primary government bond dealer on the Federal Reserve reporting dealer list. All repurchase agreements must be covered by a master repurchase agreement. The term of such repurchase agreement may not exceed two weeks. The repurchase agreement must be 102% collateralized by U.S. Treasury securities that are free and clear of any third-party lien or claim. The collateral must be delivered to the custodian or third party acting as agent for the City. No more than 10% of the City's portfolio may be invested in Repurchase Agreements.

Government Pools

Government sponsored investment pools (Pools) are permitted under California Government Code Section 53601 *et seq.* and an excellent short-term investment option for cash management facilities. These pools can provide safety, liquidity, and yield in a single diversified investment. However, thoughtful investigation and due diligence are required, both initially at time of purchase, and ongoing analysis to determine that the investment pool is being managed in a manner consistent with the objective of the Policy. The following guidelines include, but are not limited to:

- A) Shall have attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations.
- B) The Pools mark to market weekly at a minimum.
- C) The Pool provides comprehensive, timely monthly reports which include detailed transaction listings, reports realized and unrealized gains and losses, provides accurate market values for each security, provides quality rating for individual securities, takes delivery DVP, provides third party safekeeping of all investments, and for whom an audit is conducted annually by an independent auditor with no relationship to the Pool.

There is no portfolio percentage limit for Government Pools.

State of California's Local Agency Investment Fund (LAIF)

Investment in LAIF may not exceed the current LAIF limit and should be reviewed periodically.

Los Angeles County Pool

Investment in the Los Angeles County Pool may not exceed the current pool limits and should be reviewed periodically.

California Asset Management Program (CAMP)

Investment in CAMP may not exceed the current pool limits and should be reviewed periodically.

California Cooperative Liquid Assets Securities System (CLASS)

Investment in California CLASS may not exceed the current pool limits and should be reviewed periodically.

Government Securities Money Market Fund(s) which invest only in U.S. Government Securities, and the net asset value is stabilized at one dollar. The fund shall have the highest ranking or the highest letter and numerical rating by not less than two of the three largest nationally recognized rating services. No more than 10% of the City's portfolio may be invested in Government Securities Money Market Fund(s).

Sweep Accounts in a banking institution at which the City currently does business may be utilized for the temporary placement of funds. Such placement of funds is intended to be for a temporary period, not to exceed seven days. It is acknowledged that the individual investment instruments which comprise said sweep accounts may or may not conform to the City's Statement of Investment Policy.

Specifically excluded as investments are: reverse repurchase agreements; longer-term U.S. Treasury, Agency, and corporate bonds with maturities exceeding five years; mortgage-backed securities; leveraged investments; derivatives of any kind at any time; and other investments not permitted under applicable government codes.

9. DIVERSIFICATION OF INVESTMENTS:

It is the City's policy to minimize portfolio risk by diversifying maturity, sector, and class allocations. Default risk shall be minimized by investing in an assortment of permitted investments as mentioned above. To minimize overall portfolio risk, the following not-to-exceed diversification goals shall guide the City's operating fund portfolio, based upon the portfolio structure at the time of purchase. Percentage limitations stated below will be calculated and applied at the time of purchase of the investment instrument. Not-to-Exceed-Limits stated below apply to the par value of the investments not the market value. Such limits shall also be within any requirements of state law.

10. MONEY MARKET MUTUAL FUNDS

Money market mutual funds provide another safe, liquid and diversified investment option for the City's surplus capital: however, certain conditions need to be met both initially and on an ongoing basis. The money market may only invest in US Government securities permitted under this policy and under California Government Code Section 53601 *et seq.* with final stated maturities of one year or less "Government Money Market Funds."

In order to be an eligible money market investment under this section, the primary objective of the money market, as stated in the fund's prospectus, is to maintain a constant \$1.00 Net Asset Value (NAV). The following additional guidelines include, but are not limited to:

- A) Only invests in US Government securities, and the weighted average maturity of the portfolio is less than 180 days.
- B) The fund shall be registered with the SEC.
- C) The fund shall have a minimum of \$500 million in total asset size of portfolio at time of investment, and should not drop below this threshold.
- D) The money market shall have attained the highest ranking or the highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations, and shall maintain these ratings for the duration of the investment.

11. COLLATERALIZATION:

All demand deposits, time deposits and repurchase agreements are to be fully collateralized with securities authorized by the California Government Code and the City. The eligible collateral for repurchase agreements must be those investments authorized by Section 53601 of the California Government Code. The Treasurer may specify the type of eligible collateral for use in repurchase agreements. Eligible collateral must be in book entry form. Collateral is valued at current market plus accrued interest through the date of valuation.

- A) The cost value (book value) of collateral pledged for demand deposits must at all times be equal to or greater than the amount on deposit, plus accrued interest, in accordance with the following ratio:

U.S. Treasury Securities	110%
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- B) The cost value (book value) of collateral pledged for repurchase agreements must at all times be equal to or greater than the par amount, plus accrued interest, with the following ratios:

U.S. Treasury Securities	102%
U.S. Government Agencies	102%
Cash (in immediately available funds)	100%

It is the policy of the City to require reports at least on a quarterly basis from institutions with which the Treasurer has pledged security interest. The Treasurer shall monitor the adequacy of collateralization to ensure that balances are collateralized in accordance with the ratios approved herein.

With regard to repurchase agreements, it is the policy of the City to initiate a margin call in the event pledged collateral falls below the appropriate ratio.

Collateralized investments and deposits often require substitution of collateral. Any broker or financial institution requesting substitution must contact the City through the City Treasurer, for approval in the event the counterparty to the transaction is not authorized under agreement with the City to make substitutions.

12. SAFEKEEPING AND CUSTODY:

REVISED by Resolution No. 26-3080 on April 13, 2026

The City Treasurer shall take possession of all of the City's investment securities pursuant to Government Code Section 53608 which, in pertinent part, provides as follows:

"A local agency purchasing or obtaining any securities prescribed in this section, in a negotiable, bearer, registered, or nonregistered format, shall require delivery of the securities to the local agency, including those purchased for the agency by financial advisors, consultants, or managers using the agency's funds, by book entry, physical delivery, or by third party custodial agreement. The transfer of securities to the counterpart bank's customer book entry account may be used for book entry delivery. For purposes of this section "counterparty" means the other party to the transaction. A counterparty bank's trust department or separate safekeeping department may be used for the physical delivery of the security if the security is held in the name of the local agency."

13. MAXIMUM MATURITIES:

The average dollar weighted maturity of the total portfolio shall not exceed 2 years. No investment shall have a maturity date in excess of 5 years from date of purchase without the approval of the City Council prior to any such transactions. No more than 35% of the total portfolio shall be invested in instruments with maturities beyond 3 years at the time of purchase, and no more than 20% of the total portfolio shall be invested in instruments with maturities beyond 4 years at the time of purchase. Maturities shall be staggered to minimize liquidity risk and to enhance the stability of incoming cashflows. At least 10% of the portfolio shall be invested in instruments which can be liquidated on one day's notice.

14. INTERNAL CONTROL:

The City Treasurer shall establish procedures that separate the internal responsibility for management and accounting of the investment portfolio. An analysis by an external independent auditor shall be conducted annually to review internal controls, account activity and compliance with policies and procedures.

15. PERFORMANCE STANDARDS AND EVALUATION:

Investment performance is continually monitored and evaluated by the City Treasurer. Investment portfolio reports are generated on a monthly basis and submitted to the City Manager and the City Council Finance Committee. The investment portfolio reports are to be submitted within 60 days of the end of the reporting period.

The portfolio shall be designed to attain a market average rate of return comparable to the average one year U.S. Constant Maturity Treasury (CMT).

An annual audit of the City's Investment Policy, practices, procedures and portfolio status will be conducted by an independent auditor. The auditor will provide the City Manager and City Council with written observations and recommendations regarding the adequacy of investment controls.

16. REPORTING:

The City Treasurer shall provide the City Council with monthly reports about the City's investments.

These reports shall include, at a minimum, the following information for each type of investment held in the City's investment portfolio: the issuer; date of purchase; date of maturity; amount of investment; current market value; yield on investment; yield and total return on portfolio; income generated from investments; and a description of unusual investment activity or developments during the month for which the report is prepared.

The City Treasurer shall prepare such a report for each month. The City Treasurer shall deliver each monthly report to the Mayor and each City Council Member no later than sixty (60) calendar days after the close of the month for which each report is prepared.

In the event that an investment advisor is retained by the City Council, the investment advisor shall prepare and deliver a report for each month's investment activity as required herein to the City Treasurer in such time as to allow the City Treasurer to comply with the delivery times for each report required by this policy.

The City Treasurer may be relieved from that office in the event of any failure to comply with the reporting requirements of this policy.

17. INVESTMENT POLICY ADOPTION:

The City of Artesia Investment Policy shall be adopted by resolution of the City Council. The Policy shall be reviewed annually by the City Treasurer and the Council and any modifications made thereto must be approved by the City Council.



CITY COUNCIL AGENDA REPORT

MEETING DATE: April 13, 2026

ITEM NO: 9I.

TO: Mayor and Members of the City Council

SUBJECT: Request To Display of Any Commemorative Flags

FROM: Leslie Nacionales-Tafoya, Management Analyst

REVIEWED AND APPROVED BY:

Melissa Burke, Deputy City Manager

HongDao Nguyen, City Attorney

Abel Avalos, City Manager

RECOMMENDATION:

Staff recommends the City Council, by motion, approve the temporary display of two commemorative flags on the pole in front of City Hall on the specified dates:

1. Tree City USA Flag to be displayed from April 14 to May 15, 2026; and
2. Progress Pride Flag to be displayed from June 1 to June 30, 2026.

BACKGROUND:

In September 2021, the City Council adopted the City of Artesia ("City") Flag Display Policy (the "Policy") which governs the display of flags on City flag poles. The Policy designates the flag pole at City Hall as the only location in the City for the display of commemorative flags. The Policy also outlines the procedure by which the City Council may request and vote to display a commemorative flag that supports the overall mission of the City.

ANALYSIS:

Mayor Trevino requested through the City Manager that the City Council consider flying the Tree City USA Flag in observance of Earth and Arbor Day and Mayor Trevino, Mayor Pro Tem Ramoso, and Councilmember Manalo, requested to Staff to fly the Progress Pride Flag in observance of Pride Month.

Earth and Arbor Day are recognized on April 22nd and April 24th, respectively. Both days promote environmental stewardship and protection and raise awareness about climate change. The City of Artesia has earned the distinction as a Tree City USA since 2022 for its commitment to increasing its urban tree canopy through its policies, spending at least \$2 per capita on its community forestry program (\$8.21 in 2025), observing Arbor/Earth Day with a proclamation, and annual Arbor/Earth Day Observation in April. In addition to the commemorative flag, street signs will be permanently displayed at the Historical Trail and a plaque hangs in City Hall. This will be the first year that the Tree City USA Flag may be displayed at City Hall. If approved, staff will raise the Tree City USA Flag on April 14, 2026.

Pride Month is celebrated each June to honor the 1969 Stonewall Riots, a pivotal moment in the fight for LGBTQ+ rights. The City has flown a version of the Pride Flag in recognition of Pride Month for the last four years. If approved, staff will plan a flag raising ceremony for Monday, June 1st at noon in front of City Hall to commemorate the raising of the Progress Pride Flag.

Under City policy, a majority of the Council must approve the display of any commemorative flag.

FISCAL IMPACT:

There is no fiscal impact associated with this item. The City already owns a Tree City USA Flag and a Progress Pride Flag.

RECOMMENDED COUNCIL ACTION:

Staff recommends the City Council, by motion, approve the temporary display of two commemorative flags on the pole in front of City Hall on the specified dates:

1. Tree City USA Flag to be displayed from April 14 to May 15, 2026; and
2. Progress Pride Flag to be displayed from June 1 to June 30, 2026.

Attachments

[Tree City USA Flag.pdf](#)

[Progress Pride Flag.pdf](#)

[Flag Display Policy.pdf](#)







CITY OF ARTESIA

FLAG DISPLAY POLICY

PURPOSE

The City of Artesia displays the United States and the State of California flag at City facilities in accordance with federal and State law, which calls for these flags to be prominently displayed in front of a public building, such as City Hall. The City also has an adopted City of Artesia flag for display.

The Flag Display Policy is intended to set criteria and a process to provide the City Council the option to authorize the outdoor display of commemorative flags as an expression of the City's official sentiments, at City facilities using City-owned flagpoles.

This policy establishes that the City-owned flagpoles are for the exclusive use of the City, and not intended to serve as a forum for free expression by the public. The City of Artesia will not consider requests by members of the public or outside organizations.

FLAGPOLES AND FLAG DISPLAY

The City of Artesia has three facilities with flagpoles, maintained and used by the City. Locations for the flagpoles and the type of flag(s) in display are as follows:

Facility	Flag Type
<i>City Hall</i>	<i>United States flag and State of California flag</i>
<i>AJ Padelford Park</i>	<i>United States flag and State of California flag</i>
<i>Artesia Park</i>	<i>United States flag</i>

Additionally, there are flagpoles on the medians throughout the City, which display the United States flag.

At facilities where more than one flag is displayed in a single pole, the order of the flags, per flag protocol, includes the United States flag at the top most part, then the California State flag. If a City flag is flown on the same pole, the flag will be below those.

CRITERIA

Commemorative flags typically help raise awareness to a specific historical event or a cause. In evaluating whether to approve the display of a commemorative flag, the City Council should take into account whether the cause promoted by the commemorative flag

supports the City's overall mission. The City Council should not consider commemorative flags promoting religion or religious groups, political parties, or flags displaying support of electoral candidates.

DISPLAY OF COMMEMORATIVE FLAG

City Hall serves as the official government building recognized by the public for municipal services. This facility will serve as the only designated location to display commemorative flags approved by the City Council. Flag protocols require that when another flag is flown on the same staff as the United States flag, that the United States flag must be flown at the top. Commemorative flags will be flown underneath the United States and California flag.

Due to restrictions posed by the size of the flagpole and its proximity to the walkway entry to City Hall, the commemorative flag will need to be removed any time the United States flag is ordered by Presidential proclamation to be flown at half-mast, to prevent blocking the entryway to the public. In this instance, only the United States flag and California flag will be flown for the duration required at half-mast. Upon raising the flag, the commemorative flag will be displayed again if it is within the approved time frame to be flown.

APPROVAL PROCESS

The City Council will only consider requests for display of a commemorative flag by a City Councilmember. The request must follow the outline below:

1. A member of the City Council must make the initial request at a City Council meeting
2. Another City Councilmember must second the request
3. If the request receives a second, the item will be placed on the next regular City Council agenda for discussion and decision
4. The request will be voted on by the City Council
5. The item must receive majority vote for approval of display

ACQUIRING THE FLAG

Following approval by the City Council, a 4 ft x 6 ft flag with gromet holes at the top and bottom may be provided to the City to display. Alternatively, the City may purchase a flag to display up to a maximum expenditure of \$100 per fiscal year.

DURATION

Upon City Council approval, the commemorative flag will be displayed as outlined on the City Council agenda report. The duration may range from 1 day to 30 days, as determined

by the City Council during a City Council meeting. Upon City Council approval, the commemorative flag will be displayed as early as the next business day following the City Council meeting. For authorizations of display for a duration of one month, the flag will be displayed on the first business day of the approved month and removed on the first business day following the end of the month.



CITY COUNCIL AGENDA REPORT

MEETING DATE: April 13, 2026

ITEM NO: 9J.

TO: Mayor and Members of the City Council

SUBJECT: Resolution Regarding Amending the Facility Use Regulations Relating to Artesia-Based Non-Profit Organizations

FROM: Edith Guerra, Parks and Recreation Manager

REVIEWED AND APPROVED BY:

Melissa Burke, Deputy City Manager

HongDao Nguyen, City Attorney

Abel Avalos, City Manager

RECOMMENDATION:

Staff Recommends that the City Council Adopt Resolution no. 26-3081, Amending Facility Use Regulations, Carrying Forward the Existing Facility Use Fee Schedule, and Repealing Resolution No. 25-3064.

BACKGROUND:

In September 2025, the City Council approved an update to the Facility Use Rules and Regulations, which provide the policies, classifications, and fee schedule governing the use of City of Artesia ("City") parks and recreation facilities. The Facility Use Regulations provide a fair system for scheduling and controlling the use of City facilities, prioritizing City programs and residents, establishing consistent administrative procedures, and to collect fees to offset the City's costs of maintaining and supporting the facilities.

The Facility Use Regulations establish user classifications, define qualification requirements for each category of user, set rental fees and security deposits, identify application and insurance requirements, and provide the administrative structure for review and approval of facility use requests. The regulations help ensure equitable access to City facilities while protecting the City's assets.

At the March 9, 2026 City Council Meeting, there was a discussion regarding the Facility Use Policy and the need to establish a clear distinction between Artesia-based and Non-Artesia-based Non-Profit Organizations. City Council expressed interest in refining the current framework so that organizations with a stronger base in the City may be treated differently for purposes of facility use eligibility and fees.

ANALYSIS:

Under the current Facility Use Regulations Non-Profit classifications are considered Group 2 (Artesia-based) and Group 3 (non-Artesia based). The group is primarily based on residency thresholds and whether the organization supports Parks and Recreation Department programs. The current regulations define a "Non-Profit Organization" as an organization registered with the State of California and the Internal Revenue Service with a current 501(c)(3) or 501(c)(4) status, and distinguish resident and non-resident Non-Profit Organizations mainly by the percentage of members residing in the City.

Staff has reviewed the existing policy and finds that the current membership-based approach does not fully reflect whether an organization is rooted in Artesia or provides substantial benefit to the local community. In response to the City Council's discussion, staff is recommending amendments to better define an Artesia-based Non-Profit organization using a broader set of criteria intended to measure local presence and service to the City. Under the proposed amendments, an applicant would be considered an Artesia-based Non-Profit if it is a Non-Profit Organization or tax-exempt association as recognized by the State of California or Internal Revenue Code with 501(c)(3), 501(c)(4), or 501(c)(6) designation and meets at least two (2) of the following additional criteria:

1. Has its principal permanent meeting place in the City;
2. Has a membership with at least 50% of members who either reside in the City, are employed in the City, or are owners or operators of a business or other establishment in the City;
3. Provides substantial services to organizations located in the City or to persons residing in the City.

This proposed definition is intended to better align the Facility Use Regulations with the City Council's direction by recognizing organizations that demonstrate a connection to Artesia.

Staff also recommends modifying the annual use limitation for rentals of City facilities so that Artesia-based Non-Profit Organizations may rent up to four (4) times per calendar year, while all other entities, including Non-Artesia-based Non-Profits, would remain limited to three (3) times per calendar year, consistent with the current general limitations in the Facility Use Regulations.

FISCAL IMPACT:

The proposed amendments are not expected to result in a significant fiscal impact. No changes are proposed to the City's adopted facility use fee schedule. The amendment would revise the eligibility criteria for Artesia-based Non-Profit Organizations and permit qualifying organizations to rent City facilities up to four (4) times per calendar year, which may bring a slight increase to the revenues generated by these facility uses.

RECOMMENDED COUNCIL ACTION:

Staff recommends that the City Council by motion, adopt Resolution no. 26-3081, Amending Facility Use Regulations, Carrying Forward the Existing Facility Use Fee Schedule, and Repealing Resolution No. 25-3064.

Attachments

[Resolution 26-3081.pdf](#)

RESOLUTION NO. 26-3081

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARTESIA, CALIFORNIA, AMENDING FACILITY USE REGULATIONS, REPEALING RESOLUTION NO. 25-3064, AND CARRYING FORWARD THE EXISTING FACILITY USE FEE SCHEDULE

WHEREAS, the City Council of the City of Artesia finds that in order to better serve the community and aid in the coordination of park and recreation facilities, it is deemed necessary to amend and update its rules and regulations and fee schedule for the use of said facilities by the public;

WHEREAS, the City Council adopted amended and updated Facility Use Regulations and a Facility Use Fee Schedule on September 8, 2025 by Resolution No. 25-3064, establishing policies, classifications, procedures, and updating the fee schedule governing the use of City-owned parks and recreation facilities;

WHEREAS, the 2025 amendment and update to the Facility Use Regulations updated the Facility Use Fee Schedule, in accordance with the Mitigation Fee Act, pursuant to Government Code section 66000 et. seq. and more specifically the public hearing requirements of section 66018;

WHEREAS, prior to holding the public hearing on September 8, 2025, the City published notice in a newspaper of general circulation at least ten (10) days prior to the date of the public hearing pursuant to Government Code section 6062a and said notice provided the date, time, and location of the public hearing;

WHEREAS, the City held the duly noticed public hearing on September 8, 2025, at which all oral and written presentations were made as part of a regularly scheduled meeting;

WHEREAS, on September 8, 2025, the City Council adopted updated user fees to reflect the amount that is required to recover the estimated reasonable costs to the City as set forth in Exhibit "A," attached hereto and incorporated herein by this reference;

WHEREAS, all fees, charges, taxes, and assessments imposed by the City have not been modified by this Resolution and shall remain in full force and effect;

WHEREAS, at its March 9, 2026, City Council Meeting, the City Council found it necessary to update the Facility Use Regulations to expand the definition of an Artesia-Based Non-Profit Organization;

WHEREAS, the Facility Use Regulations establish user classifications, qualification requirements, rental fees, security deposits, application procedures, and insurance requirements, and are intended to provide a fair and equitable system for scheduling and controlling the use of City facilities;

WHEREAS, the City Council finds that the current member-based approach for determining Non-Profit eligibility does not fully reflect whether an organization provides substantial benefit to the community;

WHEREAS, the City Council desires to revise the Facility Use Regulations to better define an "Artesia-Based Non-Profit Organization" using criteria that measures local presence, community connection, and service to the City;

WHEREAS, the City Council further desires to allow qualifying Artesia-Based Non-Profit Organizations to reserve facilities up to four (4) times per calendar year, while all other entities remain limited to three (3) times per calendar year; and

WHEREAS, in adopting this Resolution, the City Council is taking action only on Section II – Definitions, Section V.B – Specifications for Group 2 Users, Section V.C – Specifications for Group 3 Users, and Section VII.B.4 – Time for Filing Facility Use Applications of the Facility Use Regulations, set forth in Exhibit “A” attached hereto and incorporated herein by this reference, and all other portions of the Facility Use Regulations and Fee Schedule remain in full force and effect.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARTESIA, CALIFORNIA, DOES HEREBY FIND, ORDER, AND RESOLVE AS FOLLOWS:

SECTION 1. All of the above recitals are true and correct and are incorporated herein by reference. The City Council hereby approves and adopts the Facility Use Regulations inclusive of the Facility Use Fee Schedule, attached as Attachment “A,” and finds that such fees continue to not exceed the reasonable cost to the City of providing the use of the facility.

SECTION 2. The City Council hereby finds and determines that the setting or revision of facility user fees on September 8, 2025, is exempt from environmental review under Public Resources Code Section 21080(b)(8) of the California Environmental Quality Act (“CEQA”), which provides an exemption for the establishment or modification of charges by public agencies which the public agency finds are for the purpose of meeting operating expenses.

SECTION 3. The City Council further finds that all substantive and procedural requirements of the Mitigation Fee Act were satisfied when the fees were adopted on September 8, 2025, and specifically, the City Council continues to find the following: a. based upon the information and documents prepared for and presented to the City Council on September 8, 2025 to support the action, the facility user fees are for the purposes of and necessary for: (i) meeting operating expenses, including employee wage rates and benefits; (ii) purchasing or leasing supplies, equipment, or materials; (iii) obtaining funds necessary for the operations and maintenance of City property and facilities; and (iv) any other costs incurred by the City attributable to providing the services for which the facility user fees are imposed; and b. the facility user fees specified by this Resolution have not changed since adopted on September 8, 2025 and do not exceed the reasonably estimated costs of providing the services for which the facility user fees are imposed.

SECTION 4. The City Council authorizes annually, effective July 1, 2026 and each July 1 thereafter, that the City Manager, or City Manager designee, at their discretion, may administratively adjust the facility user fees, without additional City Council action or approval, for (i) costs related to staff labor based upon the annual percentage increase for cost of living increases established pursuant to the Memorandum of Understanding between the City of Artesia and the American Federation of State, City and Municipal Employees, AFL-CIO, Local 1520, Council 36 General Unit (the “MOU”), as may be amended from time to time; and/or (ii) for all non-staff labor related costs based on the percentage increase from the prior year annual Consumer Price Index – All Urban Consumers for Los Angeles-Long Beach-Anaheim, California (“CPI”), calculated by the 12-month change as of March each year as published by the U.S. Bureau of Labor Statistics, or a similar index if the CPI is no longer published or is otherwise not available. If at the time a cost of living increase is due for staff labor for any year, and the MOU, for whatever reason is not otherwise available, then the City may implement the same cost of living increase applicable from the immediate preceding year. If the CPI does not change or decreases in any given year, no change shall be made to the user fee schedule applicable that year. In no event shall the facility user fees be increased annually to exceed the costs of providing the services.

SECTION 5. Any and all provisions of prior resolutions, specifically Resolution No. 25-3064, of the City Council establishing or modifying facility user fees for use of City park and recreation facilities and services set forth in Exhibit “A” of Attachment “A,” are hereby repealed and replaced as of the effective date of this Resolution with the facility user fees in the manner set forth in Exhibit “A” of Attachment “A,” provided, however, that such repeal shall not excuse or affect the failure of any person or entity to pay any fee

heretofore imposed upon such person or entity. The City Council desires to clarify that in adopting this Resolution, it is taking action on Section II – Definitions, Section V.B – Specifications for Group 2 Users, Section V.C – Specifications for Group 3 Users, and Section VII.B.4. Time for Filing Facility Use Applications only set forth in Attachment “A” which have been modified from prior resolutions of the City Council. All other portions of the Facility Use Regulations, including fees, charges, taxes, and assessments imposed by the City that have not been modified by this Resolution shall remain in full force and effect.

SECTION 6. If any section, subsection, sentence, clause, phase, or portion of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution. The City Council hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, or phase thereof irrespective of the fact that any one of or more sections, subsections, clauses, or phases be declared invalid or unconstitutional on their face or as applied.

SECTION 7. This Resolution shall be effective immediately upon adoption.

PASSED, APPROVED, AND ADOPTED this 13th day of April 2026.

RENE TREVINO, MAYOR

ATTEST:

JENNIFER ALDERETE, CITY CLERK

APPROVED AS TO FORM:

BEST BEST & KRIEGER, CITY ATTORNEY

ATTACHMENT “A”

FACILITY USE REGULATIONS AND FACILITY USE FEE SCHEDULE

CITY OF ARTESIA
FACILITY USE REGULATIONS
(Adopted by the Artesia City Council on April 13, 2026
by way of Resolution No. 26-3081)

I. Section 1.00 – PURPOSE

The City of Artesia, through its Parks and Recreation Department, strives to provide facilities and services that will enrich the recreational and leisure life of Artesia residents. The City's Facility Use Regulations provide a fair and workable system for scheduling and controlling the use of the City's recreation and community facilities. These Regulations ensure that the use of available facilities is first available to programs supporting the Parks and Recreation Department, residents of the City, and then to non-residents if facilities are available. These Regulations enable the City's staff to consistently provide service to the community and collect the assigned fees in accordance with the regulations approved by City Council. The Facility Use Regulations also allow the City to secure additional revenue by making its facilities available to others when not needed for City programs or functions so as to partially offset the City's significant costs to maintain and support the City's recreational and community facilities.

II. Section 2.00 – DEFINITIONS

The following terms and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, and words used in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

APPLICANT shall mean the Person who signs and submits a Facility Use Application to the City.

CARNIVAL shall mean a traveling amusement show featuring exhibits and rides.

CIRCUS shall mean a traveling company with varied performances by clowns, acrobats and trained animals.

CITY shall mean the City of Artesia, California, its officers, agents, and employees.

CITY MANAGER shall mean the City Manager of the City, or his or her designee.

CODE shall mean the Municipal Code of the City.

COMMERCIAL shall mean profit making, wholesale or retail activity conducted by Persons other than a Non-Profit Organization.

DEPARTMENT shall mean the Parks and Recreation Department.

EQUIPMENT shall include City recreational equipment, including, but not limited to, tables, chairs, and ball field maintenance equipment (*e.g.*, rakes, bases, drag nets, screens, and nets), storage bins, utility vehicles, and other related equipment.

EXPRESSIVE ACTIVITY shall mean speech or conduct, the sole or principal object of which is the expression, dissemination or communication of verbal, visual, literary or auditory opinions, views, or ideas. Expressive Activity includes public forum speech or conduct protected by the First Amendment to the United States or California Constitutions.

FACILITY shall include Artesia Park, A.J. Padelford Park, Baber Park, City Community Centers, and any City recreation building, sports fields and courts, batting cage, sheltered and unsheltered picnic areas, BBQ pit, or playground thereon, and City streets, sidewalks, and public ways.

FACILITY USE APPLICATION shall mean the Department's form requesting Use of a Facility. FACILITY USE PERMIT shall mean the Department's consent granting Use of a Facility.

FESTIVAL shall mean an occasion for feasting or celebration, or a regularly recurring program of performances.

FIRE DEPARTMENT shall mean the Los Angeles County Fire Department.

FOOD DISTRIBUTION shall mean any distribution of food, nonperishable or perishable items to the general public.

LEAGUE shall mean four or more teams associated together in a sports activity.

MANAGER shall mean the Manager of the Department, or his or her duly authorized representative.

NON-PROFIT ACTIVITY shall include those activities undertaken by a Non-Profit Organization which add to or support Parks and Recreation Department programs, and entail a charge by the Permittee designed to offset the City's costs in supporting said activities.

NON-PROFIT ORGANIZATION shall mean an organization registered as a non-profit corporation with the State of California Secretary of State and the Internal Revenue Service with current 501(c)(3), 501(c)(4), or 501(c)(6) status.

NON-RESIDENT shall mean a person, group, team, league or business not having or maintaining a principal residence, office, facility or business in the City. In the case of a group, team or organization, the Non-Resident group is composed of fifty percent (50%) or more members who do not have their principal residences in the City.

NON-RESIDENT NON-PROFIT shall mean a Non-Profit Organization whose membership

is composed of fifty percent (50%) or more Non-Residents.

PERSON shall mean any individual, firm, partnership, association, corporation, company, group, or organization of any kind.

PERMITTEE shall mean any Person given consent to Use a Facility by obtaining a Facility Use Permit.

PROFIT MAKING shall mean funds received as part of a program above the actual cost of conducting the activity.

PUBLIC ASSEMBLY shall mean events consisting of more than three hundred (300) participants during any given time.

RESIDENT shall mean a person having or maintaining a principal residence in the City, or a government employee working for the City.

RESIDENT GROUP shall mean a person, group, team, league or business having or maintaining a principal residence, office, facility or business in the City. In the case of a group, team or organization, the Resident group is composed of fifty percent (50%) or more Residents.

RESIDENT NON-PROFIT shall mean a Non-Profit Organization who must meet the criteria set forth in Section 5.B.

SHERIFF'S DEPARTMENT shall mean the Los Angeles County Sheriff's Department.

STAFF shall mean City staff.

USE shall include meetings, activities, events, programs, processions, picnics, food distribution, non-athletic gatherings, organized athletic team or league contests or tournaments, exhibits, dramatic performances, radio or television broadcasts (excluding broadcasts of spontaneous news events), fairs, festivals, carnivals, circuses, musical events, or similar events.

VEHICLE shall mean any wheeled conveyance, whether motor powered, animal drawn or self-propelled. The term shall include trailers of any size, kind, or description. The term shall not include baby carriages, wheelchairs, and vehicles used in the service of City Parks.

III. Section 3.00 – USES REQUIRING A FACILITY USE PERMIT

- A. Facilities available for public facility use include Artesia Park, A.J. Padelford Park, Baber Park, Albert O. Little Community Center, North Artesia Community Center, City recreation buildings, sports fields and courts, batting cage, sheltered and unsheltered picnic areas, BBQ pit, or playground thereon, and City streets, sidewalks, and public ways.
- B. A Facility Use Permit or a large event Facility Use Permit is required for the

following Uses when proposed to occur in or on any such Facilities:

1. Any picnic, food distribution, outing, or other similar non-athletic gathering organized by any Person for a common purpose and composed of thirty (30) or more Persons at any picnic area or BBQ pit. All uses at covered picnic areas or for food distribution in any area require a Use Permit regardless of the number of persons in attendance.
2. Any public meeting, assembly, parade, processional or other similar Expressive Activity, organized by any Person and consisting of seventy-five (75) or more Persons gathered for a common purpose, including, but not limited to, drills, maneuvers, ceremonies, addresses, speeches, or political meetings, which will (1) impede, obstruct, impair or interfere with free use of public ways, (2) obstruct traffic flow, or (3) which do not comply with traffic or park regulations.
3. Any Facility Use involving three hundred (300) or more Persons gathered for a common purpose and not falling within the categories described in Sections III.B.1 & III.B.2.
4. Any organized athletic team or league contests or tournaments.
5. Any exhibit, dramatic performance, play, motion picture, radio or television broadcast (excluding broadcasts of spontaneous news events), fair, festival, carnival, circus, musical event, or similar event.
6. Any Use requiring sound amplification.
7. Any instructional course, lesson, or class which is not run through the Department's contract class program.

IV. Section 4.00 – USES NOT REQUIRING A FACILITY USE PERMIT

A. A Facility Use Permit is not required for:

1. Any picnic, outing, or other similar non-athletic gathering organized by any Person for a common purpose and composed of less than thirty (30) Persons, with the exception of food distribution, when proposed to occur at any non-covered picnic area or BBQ pit.
2. Any public meeting, assembly, parade, processional or other similar Expressive Activity, organized by any Person and composed of less than seventy-five (75) Persons gathered for a common purpose, where the organizer has paid the applicable procession fee established by City Resolution No. 2009-2120, as provided in Exhibit A of this Resolution, and where all participants: (1) give way to others they encounter on the public way; (2) do not obstruct traffic flow; (3) obey all traffic regulations; and (4) obey all park regulations.

3. Any spontaneous Expressive Activity occasioned by news or affairs coming into public knowledge less than forty-eight (48) hours prior to such events. If practicable, the organizers should give at least four (4) hours advanced verbal or written notice to the Department prior to the spontaneous Expressive Activity informing the Department of the date and time of the event and providing an estimate of the approximate number of Persons who will be participating. Uses which require advance planning such as sports contests or tournaments organized at Artesia Park or A.J. Padelford Park, Uses requiring sound amplification, Festivals, Carnivals, or Circuses, or other Uses which require permits, licenses, insurance, or security personnel shall not be considered to be spontaneous Uses.
4. Spontaneous radio and television broadcasts of news events coming into public knowledge less than forty-eight (48) hours prior to such broadcast. If practicable, the organizers should give at least four (4) hours advanced verbal or written notice to the Department prior to the spontaneous news broadcast informing the Department of the date and time of the broadcast and providing an estimate of the approximate number of Persons who will be participating.

V. Section 5.00 – CLASSIFICATIONS OF USERS

- A. Each Facility Use Application will be reviewed by the Department and classified into a group depending on the type of Person or Group submitting the Facility Use Application and the intended Use. The Department determines eligibility for each group. The City's Use of Facilities has first priority. The classifications are listed in order of priority with Group "1" first, Group "2" second, etc.

- | | |
|---------|--|
| Group 1 | <u>City</u> . Use organized, sponsored, co-sponsored, or conducted by the City. |
| Group 2 | <u>Resident Non-Profit</u> . Use by Resident Non-Profit groups which add to and support Parks and Recreation Department programs. |
| Group 3 | <u>Non-Resident Non-Profit</u> . Use by Non-Resident Non-Profit Groups which add to and support Parks and Recreation Department programs. |
| Group 4 | <u>Resident</u> . Use by Residents, Resident Groups, or Businesses within the City which are holding private uses or programs which are not complimenting or supporting the Parks and Recreation Department programs. |
| Group 5 | <u>Non-Resident</u> . Use by Non-Residents, Non-Resident Groups, Non-Resident Non-Profits or Businesses outside the City which are holding private uses or programs which are not complimenting or supporting the Parks and Recreation |

Department programs.

B. Specifications for Group 2 Users

An organization shall not be considered for Group 2–Resident Non-Profit priority unless and until the organization proves that it is registered as a non-profit corporation or tax-exempt organization with the State of California Secretary of State and the Internal Revenue Service with current 501(c)(3), 501(c)(4), or 501(c)(6) status, and meets at least two of the following criteria:

1. Has its principle permanent meeting place in the City.
2. The Non-Profit Organization provides sufficient information for Staff to determine that the primary purpose of the organization is to serve the City's community and at least fifty percent (50%) of its members either reside in the City, are employed in the City, or are owners or operators of a business or other establishment in the City
3. Provides substantial services to organizations located in the City or to persons residing in the City

The organization must submit the following:

- a. a copy of its State incorporation papers and by-laws;
- b. a copy of their State of California Secretary of State and Internal Revenue Service forms with current 501(c)(3), 501(c)(4), or 501(c)(6) status;
- c. a summary of services provided to the City depicting the organization's primary purpose is to serve the City's community; and
- d. a copy of a current membership roster showing residency of members.

C. Specifications for Group 3 Users

An organization shall not be considered for Group 3–Non-Resident Non-Profit priority unless and until the organization satisfies the criteria for Group 2 Users as specified in Section V.B. above, with the exception of the residency requirement specified in Section V.B.1, V.B.2, and V.B.5.c.

D. Specifications for Group 4 Users

To be considered a Group 4 User, a Person or Business must have a primary residence in the City. For groups, teams or leagues, at least fifty percent (50%) of its members must reside in the City.

E. Specifications for Group 5 Users

All other users or groups which do not meet the criteria for Groups 2-4 shall be considered Group 5 Users.

F. Specifications Public Assembly Use

An applicant shall be a Non-Profit Organization or applicable group who apply to conduct large scale events and who shall be subject to satisfying the following criteria and submitting the following information with the Facility Use Application to the Department:

1. The address (include City) of the principal and permanent meeting place of the organization.
2. An updated membership roster that lists the name, residence address (including City), and phone number of each member. Membership rosters will be kept confidential and will be used only for verifying residency status.
3. A roster of the organization's event committee shall be submitted with the names, addresses (including City), and phone number of each member.
4. Activity and implementation plan that includes a description, program, and itinerary for all activities.
5. The plot plan for the site of the intended use and specifications of all equipment, furnishings, sound, electrical, structures, etc.
6. All required special permits from the Fire Department, Building and Safety Official, Health Department, and local, state and federal regulatory agencies.

VI. Section 6.00 – USE HOURS OF AVAILABILITY FOR FACILITY USES

Facility Use Permits are limited to the Department's hours of availability and what is deemed to be conducive to the peace and safety of the community. All Uses are subject to date availability. The City reserves the right to set hours of operation on a seasonal basis.

ALBERT O. LITTLE COMMUNITY CENTER AND ARTESIA PARK

A. Community Center

Sunday – Thursday 8:00 a.m. – 8:00 p.m.

Friday – Saturday 8:00 a.m. – 10:00 p.m.

B. Sheltered/Unsheltered Picnic Areas

Sunday – Thursday 8:00 a.m. – 8:00 p.m.

Friday – Saturday 8:00 a.m. – 10:00 p.m.

C. Diamonds/Sports Fields/Courts (Sports Uses)

Sunday – Thursday 7:00 a.m. – 8:30 p.m.

Friday – Saturday 7:00 a.m. – 10:00 p.m.

D. Grass Areas (Non-Sports Uses)

Sunday – Thursday	7:00 a.m. – 9:00 p.m. (or until sunset for unlit grass areas)
Friday – Saturday	7:00 a.m. – 10:00 p.m. (or until sunset for unlit grass areas)

NORTH ARTESIA COMMUNITY CENTER AND A.J. PADELFORD PARK

A. Community Center

Monday – Thursday 9:00 a.m. – 8:00 p.m.

Friday – Sunday 9:00 a.m. – 10:00 p.m.

B. Sheltered Picnic Area

Monday – Thursday 9:00 a.m. – 8:00 p.m.

Friday – Sunday 9:00 a.m. – 8:00 p.m.

Pursuant to Artesia Municipal Code Section 5-8.01, no person shall enter or remain in any public park in the City between the hours of 10:00 p.m. and 6:00 a.m. the following day. Section 5-8.01 does not apply to persons attending events or activities authorized by the City.

VII. Section 7.00 – FACILITY USE REGULATIONS

Use of the Facilities shall be subject to the Department’s control. Facility Use Permits may be issued provided such issuance is in accordance with all requirements of the Code and these rules and regulations. Applicants should thoroughly review these rules and regulations to become familiar with all fees, policies, and procedures. Facility Use Permits shall be issued according to the following limitations, with the exception of City Uses:

A. Filing Facility Use Applications

1. Applicants requesting Use of a Facility may make reservations up to six months in advance of the intended Use. (See Section VII.B. – Time for Filing Facility Use Applications.)
2. All Facility Use Applications shall be made on official forms provided by the Department and must be deemed completed in order to process the application.
3. The Applicant’s filing of a Facility Use Application does not constitute approval.
4. The Applicant must present valid identification with the filing of a

Facility Use Application to establish (1) residency, (2) Non-Profit Organization status (if applicable), (3) applicability of fees, and (4) the amount of fees, if any. **No exceptions.**

5. A person of at least twenty-one (21) years of age must sign and submit the Facility Use Application.
6. Facility Use Applications requesting the Use of any Facility for the following purposes requires the Applicant to apply for a large event Facility Use Permit:
 - a. Use of athletic fields or sports courts at Artesia Park or Padelford Park by priority Groups 2–5 for organized sports contests or sports tournaments. (See Exhibit B – Athletic Teams and Leagues.)
 - b. Use of Facilities involving three hundred (300) or more Persons gathered for a common purpose or Use of Facilities requiring sound amplification. (See Exhibit C – Large Groups and Special Equipment.)
 - c. Festivals, Carnivals, or Circuses. (See Exhibit D – Festivals, Carnivals and Circuses.)
7. The Applicant shall provide the Department with a single contact who is to serve as the responsible representative for the Use. The responsible representative must be present at all times during the time allotted on the approved Facility Use Permit.
8. The Facility Use Application must include preparation, set-up, and clean-up times should the Applicant require time to decorate or make other preparations.
9. The Applicant shall be responsible for securing all required permits, licenses, and/or insurance policies (see Exhibit F – Insurance Requirements). An Applicant requesting Use of a Facility for food distribution shall submit copies of required and necessary Los Angeles County Health Department permits issued to the Applicant for the food distribution with the filing of the Facility Use Application.
10. **Application Fees:**

An Applicant must submit fee of \$250 at the time of filing an application. The fee will be applied to the security deposit and fees applicable to the Use less \$50 for the processing fee. All payments of fees shall be made to the City of Artesia. The remaining rental fees shall be paid no later than two (2) weeks prior to the reservation. Payments are accepted in the form of cash, check, money order, cashier's check,

or credit card.

11. Security Deposit Fee

- a. All Facility Use Applications must be signed and submitted with a security deposit before consideration of Facility Use Permit Approval. The security deposit fee is necessary and must be adequate to cover any potential damage, anticipated police, public works, or recreation services costs, before consideration of Facility Use Permit Approval.
- b. All Facility Use Applications for large event Facility Uses (see Section VII.A.6.) must be signed and submitted with the security deposit determined by the Department to be necessary and adequate based upon the Use to cover any anticipated police, public works, or recreation service costs, before consideration of large event Facility Use Permit approval.
- c. The security deposit set forth shall secure the performance of the Applicant/Permittee's obligations. Charges for additional costs incurred by the City as a result of the Use, including, but not limited to, cleaning or repair costs, or Staff Overtime Fees (see Section VII.F.1.h.) shall be deducted from the security deposit. The balance of the security deposit will be refunded within fourteen (14) working days from date of Use together with a statement showing any charges made against such security deposit by the Department.

12. Facility Use Permit Fee

- a. Payment of Facility Use Permit Fees shall be made in full a minimum of three (3) weeks prior to the intended Use and prior to the issuance of a facility use permit.
- b. All established Facility Use fees have been reviewed and approved by City Council. (See Exhibit A – Facility Use Fee Schedule.) Any exceptions or special requests not covered by this policy must be submitted in writing to the Manager and shall be reviewed by the City Manager.
- c. The Permittee agrees to and shall be liable for all Sheriff's Department and additional charges incurred by the City at a rate equal to the Sheriff's Department billing rate for Sheriff's Department costs for any disturbances caused by the Permittee's guests.

Cancellation Fee

A Person holding an advance reservation for Use of a Facility and

desiring to cancel such reservation shall be subject to the withholding of a portion of, or the entire, security deposit and/or fees:

- a. Reservations cancelled at least four (4) months prior to the event:
Rental Fees (if paid) – Full Refund
Security Deposit – Less 10% processing fee
- b. Reservations cancelled at least two (2) months prior to the event:
Rental Fees (if paid) – 50% Refund
Security Deposit – 50% Refund
- c. Reservations cancelled less than two (2) months prior to the event: When Rental Fees are paid:
Rental Fees – No Refund Security Deposit – Full Refund
When Rental Fees are not paid:
Security Deposit – No Refund

Waiver or Reduction of Fees

- a. Users are assessed different fee amounts based on the type of user Group 2-5, as outlined in Exhibit A: Facility Use Fee Schedule. All Facility Users shall pay the facility use fees corresponding to the type of user Group. No additional discounts or waivers shall be offered.

B. Time for Filing Facility Use Applications

1. Facility Use Applications for all Uses shall be filed at least thirty (30) days in advance of the desired Use. Any application submitted within thirty (30) days of the desired Use shall be filed at least seven (7) businesses days prior to the desired Use date to allow for processing. The intensity of the desired use will be taken into consideration in the ability to process an application within seven (7) businesses days.
2. Applicants may submit Facility Use Applications up to six (6) months in advance.
3. Submission of a Facility Use Application shall not imply or constitute a guarantee of use of the Facility. Applications shall not advertise or print invitations prior to receiving written approval of the Use.
4. The Department may permit Applicants to apply for continuous Use of Facilities up to a maximum of three (3) non-consecutive dates per year, per Facility Use Application. Resident Non-Profit Organizations may apply for continuous Use of Facilities up to four (4) non-consecutive dates per year.
5. The Department, in its sole discretion, may permit Applicants for athletic teams and leagues large event Facility Use Permits to apply for continuous use of Facilities for more than three (3) dates per

year, per Facility Use Application in order to facilitate necessary advanced planning for athletic contests or tournaments.

6. The Department may preempt continuously scheduled Uses in the event of City use of the Facility or a national or local emergency that requires the City's utilization of the reserved Facility during the emergency.

C. Standards for Approval of Facility Use Applications and Issuance of Facility Use Permits

1. Facility Use Permits shall only be issued to Applicants twenty-one (21) years of age or older.
2. No Use is permitted which is in violation of City, County, State, or Federal laws.
3. No Facility Use shall be granted for Commercial activity.
4. The Department may impose reasonable conditions or restrictions on the granting of a Facility Use Permit as is necessary to coordinate multiple uses of public property, assure preservation of public property and public places, prevent dangerous, unlawful or impermissible uses, protect the safety of Persons and property, and to control vehicular and pedestrian traffic in and around the Facility, including, but not limited to, any of the following:
 - a. Restrictions on fires, fireworks, amplified sound, dance or sports events, use of animals, Equipment or Vehicles, the number of Persons to be present, the location of any bandstand or stage, or any other use which appears likely to create a risk of unreasonable harm to the use and enjoyment of the Facility by others, or of damage to the Facility;
 - b. A requirement that the Applicant post a security deposit calculated to include the cost of repair for any damage to Facilities and/or Equipment, or the cost of clean up, or both;
 - c. A requirement that the Applicant pay a fee to defray the Department's cost of furnishing adequate security personnel during the proposed Use;
 - d. A requirement that the Applicant pay any required business license tax or other required fees;
 - e. A requirement that the Applicant furnish additional sanitary and refuse facilities based on the Use for which the permit is being sought; and/or

- f. A requirement that the Applicant provide evidence of insurance that the Manager determines to be necessary and adequate based upon the Use, other than, or in addition to, insurance required under Exhibit G of these regulations (*e.g.*, Uses involving the movement of large loads may require motor carrier's or trucker's liability insurance).
 - g. A requirement that the Applicant provide evidence of required and necessary Los Angeles County Health Department permits for Use of a Facility for food distribution.
- 5. The Department shall require a chaperon for every fifteen (15) youths under age eighteen (18) years at a dance or social function. Chaperons must be twenty-one (21) years or older. The Department shall also request a list of chaperons.
- 6. The applicant is responsible for providing security personnel that are licensed and certified by the State of California. The cost for security is the responsibility of the Permittee.

D. Approval and Denial of Facility Use Applications

- 1. A Facility Use Application is not considered approved until (1) the Applicant delivers to the Department the Facility Use Application, Application fee, Facility Use Permit fee, security deposit, certificate of insurance or insurance fee, written evidence of permits and licenses (if applicable), and any other items deemed necessary by the Department; and (2) the Department, based on the Applicant's satisfaction of all permit requirements and/or conditions, approves such Use in writing, or in the case of a Facility Use Application for a large event Facility Use, the City Council, approves the Use at a regularly scheduled City Council Meeting.
- 2. A copy of the Facility Use Application will be returned to the Applicant after approval or denial.
- 3. The Department shall not deny Facility Use Applications based upon the content of any Expressive Activity conveyed by the Use, the identity of associational relationships of the Applicant, or any assumptions or predictions as to the amount of hostility which may be aroused in the public by the content, if any, of speech or messages conveyed by the Use.
- 4. The Department may deny Facility Use Applications on the following, but not limited to, bases:
 - a. The proposed Use will unreasonably interfere with or detract from public health, safety, or welfare, or from the general public use and enjoyment of the Facility.

- b. The proposed Use will entail an extraordinary expense or operation by the City.
- c. The Facilities and/or Equipment desired have been reserved for another Use on the day and hours requested in the application.
- d. The proposed Use will require the use of an entire City park.
- e. The proposed Use will interfere with City-sponsored programs.
- f. The Applicant has not paid all applicable security deposits or Facility Use Permit fees, or any checks for such fees or security deposits were returned to the City for insufficient funds.
- g. The Applicant previously used a City Facility, and, due to lack of cleaning or damage to the Facility and/or Equipment, did not receive all of the Application deposit back, or that Applicant failed to pay all fees or balances on Facilities or Equipment as arranged with the City.
- h. The Applicant has failed to meet all Los Angeles County health and safety standards and requirements for food distribution.

5. **Appealing Department Denials of Facility Use Applications.** Within ten (10) business days after receipt of the security deposit and the Facility Use Application, the Department shall apprise the Applicant of its reasons for denying the Facility Use Application or of any condition attached to the issuance of a Facility Use Permit. The Applicant shall have the right to appeal in writing, within five (5) days, to the City Manager. The appeal must include a copy of the notice of denial or conditions, a brief recitation of the basis of the appeal, and any other information, which the appellant may wish to submit. The City Manager will sustain or overrule the Department's decision within five (5) business days of the appeal. The decision of the City Manager is final.

Facility Use Applications denied within thirty (30) days of the desired use shall file an appeal at least three (3) business days in advance of the desired use date to allow for processing time.

E. Indemnification, Insurance, and Subrogation

- 1. The Permittee shall indemnify, defend, and hold harmless the City, its officers, employees, and agents from any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Permittee's use or occupancy of the Facility or adjoining property, unless solely caused by the gross negligence or willful misconduct of the City, its officers,

employees, or agents.

2. Permittee shall procure and maintain general liability insurance against any and all losses, costs, expenses, claims, liabilities, actions, or damages, including liability for injuries to any person or persons or damage to property arising at any time during and/or arising out of or in any way connected with Permittee's use or occupancy of the City's facilities and adjoining property in the amount of one million dollars (\$1,000,000) per occurrence. Such insurance shall name the City, its officers, employees, and agents as additional insured's prior to the rental date of the Facility. Permittee shall file certificates of such insurance with the City, which shall be endorsed to provide thirty (30) days' notice to the City of cancellation or any change of coverage or limits. If a copy of the insurance certificates is not on file prior to the event, the City may deny access to the Facility.
3. Permittee shall report any personal injuries or property damage arising at any time during and/or arising out of or in any way connected with Permittee's use or occupancy of the City's Facilities and adjoining property to the Manager or his/her designee, in writing and as soon as practicable.
4. Permittee waives any right of recovery against the City, its officers, employees, and agents for fires, floods, earthquakes, civil disturbances, regulation of any public authority, and other causes beyond the City's control. Permittee shall not charge results of "acts of God" to the City, its officers, employees, or agents.
5. Permittee waives any right of recovery against the City, its officers, employees, and agents for indemnification, contribution, or declaratory relief arising out of or in any way connected with Permittee's use or occupancy of the Facility and adjoining property, even if the City, its officers, employees, or agents seek recovery against Permittee.

F. Conditions of Facility Use

1. **General Facility Use Permit and Permittee Rules and Regulations**
 - a. The Permittee is an independent contractor and not the agent or employee of the City or Department.
 - b. The Facility shall be used for the purpose stated in the Facility Use Permit and no other use will be permitted.
 - c. Persons will not be permitted inside any Facility in excess of the established capacity of that Facility.
 - d. Facility Use Permits shall not be transferred or assigned without the prior written consent of the Department.

- e. The Permittee shall not sublease the Facility to another Person to use the Facility for the period that Permittee has been allowed by the Facility Use Permit.
- f. The Permittee shall not allow another Person to use the Facility for the period that Permittee has been allowed by the Facility Use Permit.
- g. All Facility Use Schedules and Permits shall be issued for specific Facilities and/or Equipment and for specific hours, and the Facilities must be vacated as scheduled.
- h. The Permittee shall pay an additional Staff fee (referred to herein as “Staff Overtime Fee”) of fifty-eight (\$58.00) per hour for Use of a Facility beyond the Department’s hours of operation.
- i. Immediately prior to any Use of any Facility building the Permittee shall check in with and notify the Department of the Permittee’s intent to enter the building. Permittee shall complete a Pre-Use Inspection of the facility with Staff prior to beginning any Use setup. Permittee shall also complete a Post-Use Inspection of the facility with Staff prior to leaving the facility.
- j. The Permittee shall ensure that no disorderly or unseemly conduct be allowed in any City facility. Applicant may be liable for additional charges requiring law enforcement callouts.

2. **Set Up · Clean Up · Decorations**

- a. Immediately prior to and after any Use of any Facility, the Permittee and Staff shall complete and sign Pre-Use and Post-Use Inspection of the facility.
- b. The Permittee shall take full financial responsibility for any damage to or loss of City property or Equipment identified in the Condition of Inventory Checklist that occurs as a result of the Permittee’s Use and will be required to pay for same based on the current cost of repair or replacement. Funds to pay for damages or losses shall be deducted from the security deposit or paid additionally if the charge for damage is more than the security deposit. Until payment is received, the City shall have the right to revoke the Permittee’s current Facility Use Permit and reject future Facility Use Applications.
- c. The Permittee/responsible representative listed on the Facility Use Application must be present at all times during the Use, including setup, opening, closing, and cleanup.

- d. The Permittee, caterers, bands, florists, transporters of rental equipment, and related individuals will not be permitted access to the Facility prior to or after the Use time period. Permittee shall be responsible for arranging access during the time requested for entry and exit of the Facility.
- e. The Permittee shall not prepare or decorate the Facility prior to the Use start time.
- f. The Permittee is responsible for setting up, decorating, cleaning, and restoring the Facility and/or Equipment to its condition prior to Use. The Permittee shall pick up, bag, and remove all trash generated by all activity in any way connected with the Facility's Use, leaving the
Facility clean and free of all trash and litter. The Permittee shall also leave all fixtures, if any, in good working condition. Everything must be accomplished prior to the closing time stated in the Facility Use Permit and Staff may utilize the Condition of Inventory Checklist (see Section VII.F.2.b.) to ensure that this provision is satisfied. Should the Permittee fail to do so, the City's actual cost to do so will be deducted from the security deposit.
- g. The City takes no responsibility for Permittee's items left in or on the Facility.
- h. The Permittee shall not drive or permit to be driven nails, hooks, tacks, screws, staples, poles, stakes or other forms of fasteners into any part of the Facility and shall not make or allow to be made any alterations of any kind therein. No putty shall be permitted on any part of the Facility. No rice, birdseed, confetti, glitter or other similar items shall be thrown in or around any Facility. No open flames are permitted. However, the Manager may, by written consent, permit centerpiece candles if the Manager determines the fire safety of the candles to be adequate under the circumstances.
- i. No signs, posters, pictures, advertisements, names or notices shall be inscribed, displayed, printed, or affixed to any part of the outside of any Facility without the Department's prior written approval based upon content-neutral time, place, and manner restrictions.
- j. Any decorating or other alterations to any Facility are subject to the Department's approval based upon content-neutral time, place, and manner restrictions. No structures may be erected or assembled on premises, nor may extraordinary electrical, mechanical, or other equipment be brought thereon unless

written approval has been obtained from the Department. All Use of Facilities shall comply with all State and local fire, health and safety laws and all decorative materials must either be made of non-combustible substances or treated with State approved flame retardant.

- k. All exit doors must be operable and no part of any stairway, hallway, corridor, or exit may be used in a way that obstructs its use as an exit.

3. Use of City Equipment and Storage of Permittee's Equipment

- a. Equipment may not be removed, relocated, or taken from any Facility. The Permittee may only use Equipment normally located at the Facility with the prior written approval of the Department. Should the Permittee remove, relocate, or take City Equipment from any Facility, the cost to replace or relocate the City Equipment will be deducted from the security deposit.
- b. Storage of the Permittee's personal equipment and materials is not permitted at any Facility without the Department's prior written consent as to the type of equipment or materials to be stored, the facility or container that will be used to store the equipment or materials, and the location of the storage facility or container. Should the Permittee store personal equipment and materials at any Facility without the Department's prior written consent, the Department retains the right to dispose of the equipment and bill the Permittee for the disposal cost.
- c. City owned utility vehicles shall not be made available for use and shall not be used by the Permittee.
- d. The Permittee may be authorized to drive personal utility vehicles on park grounds with the prior written consent of the Department and under reasonable terms and conditions as imposed by the Department and the Facility Use Permit. The Permittee shall not drive any other type of motorized vehicles on fields or green space.
- e. The Permittee shall secure the approval of the Department before using audio/visual systems, public address systems, and live or recorded amplified music.

4. Miscellaneous

- a. The City shall have the right to control and operate the public portions of the Facilities, the heating and air conditioning, and any common use areas, in a manner deemed best for the City.

- b. Staff shall be assigned to be present during the Use. Staff shall be responsible for, and have complete authority over, the Facility, all Equipment, participants and Uses, and shall have the authority to request changes in Use, a reduction in the volume of noise created or emanating from the Use, or cessation of Use for public safety and wellbeing, and the group(s) using the Facility must comply with these requests or instructions.
- c. Failure to comply with Staff instructions or requests shall result in a loss of all fees, security deposits paid, and cessation of Use.
- d. The City shall provide normal use building maintenance. However, should additional maintenance be required, due to damage or an abnormal condition caused by the Permittee, the security deposit will be surrendered to cover any and all janitorial fees and/or repair fees incurred by the Department as a result of same. Permittees will not be allowed continued Use of any Facility or Equipment until such fees are submitted.
- e. Buildings shall be vacated no later than 10:00 p.m. on Friday through Saturday and 8:00 p.m. on Sunday through Thursday, and outdoor activities no later than 10:00 p.m. on Friday through Saturday evenings, unless it is co-sponsored by the City. Outdoor usage Sunday through Thursday shall be no later than 8:00 p.m. Buildings are not available for Use City holidays or holiday eves unless prior written consent is granted by the City Council based upon Staff availability and any extraordinary expense or operation the City may incur as a result of the Use date.
- f. The Permittee shall not use the City or Department's name to suggest endorsement or sponsorship of Use without the prior written consent of the Department.
- g. The Permittee shall observe, obey, and comply with all applicable City, County, State, and Federal laws, and these rules and regulations, including, but not limited to, the City's Public Parks and Public Restrooms Code (Artesia Mun. Code, title 5, ch. 8, §§ 5-8.01-5-8.06.) and the Noise Code (Artesia Mun. Code, title 5, ch. 2, §§ 5-2.05, 5-2.06(a)-(b), & 5-2.07(a).).
- h. The Permittee shall not discriminate against any person because of race, color, gender, age, national origin, marital status, sexual orientation, political or religious affiliations, and/or disability.
- i. No publicity shall be made of the Use and no advertising shall be exhibited in or on Facilities prior to the issuance of the Facility Use Permit and unless expressly authorized in the Facility Use Permit. Approved publicity shall clearly and

accurately identify the name of the sponsoring organization or individual.

- j. No gambling of any kind shall be conducted on or in Facilities. An exception applies to charitable bingo games, raffles, or casino nights sponsored by Non-Profit Organizations as funding mechanisms to provide support for the Non-Profit Organizations' beneficial and charitable purposes.
- k. The Permittee shall insure that no illegal or disorderly conduct shall be allowed in any Facility. The Permittee shall take full responsibility for the conduct of those using the Facility and Equipment and shall see to it that unauthorized portions of the Facility are not used.
- l. No collection of donations or contributions, and no sale of entry tickets or of anything of value shall be made on City property without the Department's prior written consent, nor shall any City property be used for purposes of personal gain. Charges of this nature are subject to the Department's approval.
- m. Alcoholic beverages are prohibited and shall not be permitted in or on any Facility, with the exception of the Community Center when requested and approved in writing by the Manager for City sponsored or co-sponsored events. (Artesia Municipal Code, title 5, ch. 8, § 5-8.02.) The City reserves the right to place restrictions on the use of alcoholic beverages in accordance with state law and Department policy. No alcoholic beverages are permitted for Community Center Uses expressly conducted for Persons under the age of 21. (See Exhibit G – Serving of Alcoholic Beverages).
- n. Where applicable, the Permittee shall demonstrate proof of adequate insurance coverage. (See Exhibit F – Insurance Requirements.)
- o. Where applicable, the Permittee shall provide reasonable security for the permitted Use to insure the safety and security of Persons and/or personal property. (See Exhibit E – Security.)
- p. Inspection and permits by the Fire Department to assure compliance with public assembly regulations may be required at the Permittee's expense. The Permittee shall be present during such inspection and be billed directly by the Fire Department.
- q. The City is not liable for accidents or injuries to Persons, or loss of or damage to group or individual personal property that occurs in connection with the permitted Use, unless solely caused by the negligence of the City, its officers, employees, or

agents.

5. Failure of Permittee to Comply with the Conditions of Facility Use

- a. Should the Permittee fail to comply with any provision of the Conditions of Facility Use, and such failure results in the City incurring damages, losses, expenses, fees, or costs (“costs”) for which the security deposit is insufficient to collect, the City may, and retains the right to, file a civil collection action against the Permittee for payment of all or part of the costs should the City bill the Permittee for all or part of the costs, and the Permittee fails to pay the monies owed within the time specified in the bill.

G. Cancellation and Revocation

1. The Permittee is responsible for notifying the Department of any changes in Use, including cancellations of advance reservations. Permittees shall be liable for cancellation fees, including, but not limited to, the nonrefundable application fee of fifty dollars (\$50.00) and applicable fees as outlined in Section VII.A.12 outlined above. If the security deposit is insufficient to collect the forfeit fee, the City may, and retains the right to, file a civil collection action against the Permittee for payment of all or part of the forfeit fee if the City bills the Permittee for all or part of the forfeit fee and the Permittee fails to pay the monies owed within the time specified in the bill.
2. The Department has the authority to revoke an advance Facility reservation or a Facility Use Permit at any time whenever false information has been reported to the City or Department, or there has been a violation of any City, County, State or Federal laws, or these rules and regulations, or any condition or restriction under which the Facility Use Permit was issued. A revocation of an advance Facility reservation shall result in the loss of the application deposit. A revocation of a Facility Use Permit may result in the Department denying the Permittee further Use of the Facility and Permittee shall forfeit a portion or all of the rental fee and/or the security deposit.

EXHIBIT A
CITY OF ARTESIA
FACILITY USE FEE SCHEDULE

Room/Area of Use	Maximum Capacity	Minimum Hours of Use	Group 2 and Group 3 Users	Group 4 Users	Group 5 Users	Security Deposit
Albert O. Little Community Center						
Meeting Room A or B	40	2 hours	\$30 per hour	\$50 per hour	\$80 per hour	\$150
Southeast Multipurpose Room	75	5 hours	\$36 per hour	\$60 per hour	\$90 per hour	\$150
East Multipurpose Room	150	5 hours	\$60 per hour	\$100 per hour	\$130 per hour	\$150
West Auditorium	150	5 hours	\$78 per hour	\$130 per hour	\$160 per hour	\$150
Entire Hall	300	5 hours	\$132 per hour	\$220 per hour	\$250 per hour	\$300
Artesia Park						
Unsheltered Picnic Area	* ₁	None	Free	Free	Free	\$50
Sheltered Picnic Area	10 tables	4 hours	\$15 per hour	\$25 per hour	\$55 per hour	\$75
Sports Courts: Tennis, Basketball, Soccer	*	1 hour	\$10 per hour	\$15 per hour	\$20 per hour	\$150
Lights for a single type of Sports Court	*	1 hour	\$5 per hour	\$5 per hour	\$5 per hour	
Baseball Diamonds 1,2,3, or 4 No Lights	*	1 hour	\$30 per hour per field	\$50 per hour per field	\$80 per hour per field	\$150
Lights for single Baseball Diamonds	*	1 hour	\$10 per hour per field	\$10 per hour per field	\$10 per hour per field	Estimate Costs ²
Pee Wee Diamonds & Open Space Areas	*	1 hour	\$30 per hour per area	\$50 per hour per area	\$80 per hour per area	\$150
Grass Area Inside Baseball Diamond Fence – No Lights	*	1 hour	\$60 per hour	\$100 per hour	\$130 per hour	\$500

¹ Outdoor spaces have variable capacities depending on the type and location of the Use.

² Users requesting use of field lights will be charged an estimated light security fee based on the estimated duration and time of day of the event and expected sunset time. Any unused light security funds will be refunded following the use along with the security deposit. If the light security fee is insufficient for the time the lights are on, the balance will be deducted from the facility use security deposit.

Baseball Diamonds 1-4 Tournament & Snack Bark Use/No Lights	*	Maximum of 14 hours	\$720 per day	\$1,200 per day	\$1,500 per day	\$800
Field Lights for tournament and grass area use (all lights).	*	1 hour	\$40 per hour	\$40 per hour	\$40 per hour	Estimate Costs ²

Room/Area of Use	Maximum Capacity	Minimum Hours of Use	Group 2 and Group 3 Users	Group 4 Users	Group 5 Users	Security Deposit
North Artesia Community Center/AJ Padelford Park						
Multipurpose Room	120	5 hours	\$60 per hour	\$100 per hour	\$130 per hour	\$150
Classrooms A, B, or C	20	1 hour	\$15 per hour	\$25 per hour	\$55 per hour	\$150
Sheltered Picnic Area	5 tables	4 hours	\$15 per hour	\$25 per hour	\$55 per hour	\$100
Basketball Court	*	1 hour	\$10 per hour	\$15 per hour	\$20 per hour	\$150
Open Space	*	1 hour	\$30 per hour	\$50 per hour	\$80 per hour	\$150

All Uses scheduled outside of facility operational hours will be assessed a \$58 per hour staff fee to keep facilities open. At no time will a facility use occur without staff members present.

The Facility Use Fee Schedule will be reviewed annually to ensure the fees assessed are adequate to recover the cost of operations in association with facility uses.

EXHIBIT B

CITY OF ARTESIA LARGE EVENT FACILITY USE PERMITS AND ADDITIONAL FEES

ATHLETIC TEAMS AND LEAGUES

- A. Use of the athletic fields or courts at Artesia Park or A.J. Padelford Park by Priority Groups 2–5 for organized sports team or sports tournament uses will require a large event Facility Use Permit, a maintenance security deposit as determined by the Department to be necessary and adequate under the circumstances, and the approval of the City Council.
- B. Continuous Use of the athletic fields or courts at Artesia Park or A.J. Padelford Park for organized sports team or sports tournament uses recommended for approval by the Parks and Recreation Department require payment of facility use fees in accordance with the City Facility Use Fee Schedule (see Exhibit A).
- C. The large event Facility Use Permit shall be issued for a period not to exceed 15 days in one month to permit other use of the athletic fields and to allow for the recovery of athletic fields.
- D. The large event Facility Use Permit shall only be issued for Use of the athletic fields when there is no City Use of the fields.
- E. The large event Facility Use Permit shall be applied for in the manner set forth in the City's Facility Use Regulations and require approval of the Manager. All rules and regulations established by the City shall be followed in conducting said sports team or sports tournament Use.
- F. In addition to the Facility Use Application requirements set forth in Section VII.C. of the Facility Use Regulations, a Facility Use Application for an organized sports team or sports tournament Use is not considered approved until the Applicant delivers to the Department the team rosters of teams participating in the athletic Use.
- G. In order to maintain the quality and long range scheduling of the Artesia and Padelford Parks for organized sports team or sports tournament Use, Permittee shall keep and maintain the athletic fields or courts in a good and clean condition (*e.g.*, by picking up and properly disposing of trash left by Permittee and/or event participants, not causing the pooling of water on the athletic fields after hosing down fields, etc.). Should extra maintenance be required, due to an abnormal condition caused by the Permittee, the security deposit will be surrendered to cover said maintenance and damages.
- H. See Exhibit F for applicable insurance requirements.
- I. The City may cancel uses of Artesia or A.J. Padelford Parks for any of the following reasons:

1. The City is engaged in repair work involving any of the Facilities scheduled to be utilized.
2. The Department has determined at check-in time that heavy rains have rendered the athletic fields or courts unusable.
3. The Department has determined at check-in time that the health and safety of participants are threatened due to impending conditions, including, but not limited to, heavy rains, excessive heat, or smog alerts.

EXHIBIT C

CITY OF ARTESIA LARGE EVENT FACILITY USE PERMITS AND ADDITIONAL FEES

LARGE GROUPS AND SPECIAL EQUIPMENT

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

EXHIBIT D

CITY OF ARTESIA LARGE EVENT FACILITY USE PERMITS AND ADDITIONAL FEES

FESTIVALS, CARNIVALS AND CIRCUSES

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

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

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

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

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

EXHIBIT E

CITY OF ARTESIA SECURITY

- A. The Department, when necessary and adequate under the circumstances, shall require a minimum number of security officers for the Use. The cost of security is the responsibility of the Permittee. Security shall be arranged through the Department and made a condition to approval of the Facility Use Application. Security services must be in place ten (10) working days prior to the activity.
- B. The Sheriff's Department shall determine the number of security officers or personnel required for the Use based on the description of the event, whether or not alcohol will be served, and the number of participants, their ages, etc. Security officers or personnel shall be present at all Private events held at the Community Center at which alcohol is served. The Department may, when adequate under the circumstances, authorize Permittee's employment of security personnel, other than Sheriff's Department personnel, provided the personnel employed meet the requirements of the Sheriff's Department for the type of Use.
- C. Permittee is solely responsible for supervising all individuals at the Facility and adjoining property during the Use. The Department is not responsible for providing this supervision. However, Staff shall monitor Facility Uses and have authority to suspend the serving of alcohol, evict individuals from the Facility if their conduct is reasonably deemed to be detrimental to the public, and/or terminate the Facility Use.
- D. Should Staff determine the need to contact the Sheriff's Department for any disturbances caused by the Permittee's guests, the Permittee agrees to and shall be liable for all Sheriff's Department and additional charges incurred by the City at a minimum rate of one hundred fifty dollars (\$150.00) per hour. If the security deposit is insufficient to collect the additional charges, the City may, and retains the right to, file a civil collection action against the Permittee for payment of all or part of the additional charges if the City bills the Permittee for all or part of the charges and the Permittee fails to pay the monies owed within the time specified in the bill.

EXHIBIT F

CITY OF ARTESIA INSURANCE REQUIREMENTS

- A. The procurement of insurance shall be required for all facility uses. In addition, the following uses require additional insurance and information to be provided by the user prior to the Use: (1) athletic organized sports team or sports tournament Uses; (2) Uses anticipating a large number of participants exceeding three hundred (300) Persons; (3) Festival, Carnival, and Circus Uses; and (4) Uses requiring security officers or personnel.
- B. All Persons reserving Uses that require additional insurance and provisions shall provide the City with a Certificate of Insurance naming the City of Artesia as an additional insured, as outlined below.
 - 1. The Permittee shall obtain, and keep in full force, at the Permittee's expense and for the mutual benefit of the City and the Permittee, a general liability insurance policy providing for:
 - a. claims and liability for personal injury, death or property damage arising from the Use, occupancy or disuse of the Facility or adjoining areas and ways;
 - b. at least one million dollars (\$1,000,000) for bodily injury or death for any one person;
 - c. at least one million dollars (\$1,000,000) for any one accident or occurrence; and
 - d. no less than two million dollars (\$2,000,000) general aggregate.
 - 2. Unless otherwise approved by City, insurance provided pursuant to these requirements shall be by insurers authorized to do business in California and with a minimum A.M. Best rating of A:VII.
 - 3. Further, all such policies shall contain language to the effect that:
 - a. the City of Artesia and its respective elected and appointed officials, officers, employees, and volunteers are added, by endorsement, as additional insureds prior to the Use date of the Facility;
 - b. the insured waives the right of subrogation against the City of Artesia and against the City of Artesia's agents and representatives;
 - c. the policies are primary and noncontributing with any insurance that may be carried by the City of Artesia; and

- d. the policies cannot be canceled or materially changed except upon prior thirty (30) day written notice by the insurer to the City of Artesia.
- 4. In the event of any cancellation or material change, any agreement between the City and the Permittee shall terminate and be of no further force and effect.
- 5. The Permittee shall furnish the City with a certificate of insurance evidencing such insurance and naming the City of Artesia as additional insured at least fourteen (14) working days prior to the Permittee's Use of the Facility. Certificates issued to the City shall contain the following language:

THE CITY OF ARTESIA, ITS ELECTED OR APPOINTED OFFICIALS, EMPLOYEES, AND VOLUNTEERS ARE INCLUDED AS INSURED BY ENDORSEMENT. THIS COVERAGE SHALL BE PRIMARY AND CITY INSURANCE SHALL NOT BE CONTRIBUTORY. THERE SHALL BE NO SUBROGATION AGAINST THE CITY. NO CANCELLATION OR MATERIAL CHANGE SHALL BE MADE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE CITY.
- 6. Certificates are subject to review and approval by the City.
- 7. If a copy of the certificate is not on file prior to the Use, the City may deny access to the Facility.
- 8. The Permittee shall report any personal injuries or property damage arising at any time during, out of, or in any way connected with Permittee's Use or occupancy of a Facility and adjoining property to the Manager, or his/her designee, in writing as soon as practicable.

EXHIBIT G

CITY OF ARTESIA SERVING OF ALCOHOLIC BEVERAGES

- A. The service of alcohol is only permitted during City sponsored or co-sponsored Uses in the Community Center. (Artesia Municipal Code, title 5, ch. 8, § 5-8.02.)
- B. Facility Uses requesting the service of alcohol in the Community Center shall be applied for in the manner set forth in the City's Facility Use Regulations and require prior written consent of the City Manager. All rules and regulations established by the City shall be followed in conducting said Use.
- C. In order to serve alcohol, the Applicant/Permittee must comply with the following process:
 - 1. Applicants shall submit Facility Use Applications to serve alcohol in the Community Center to the Manager. Facility Use Applications to serve alcohol in the Community Center shall contain the following information:
 - a. The name, address, and phone number of the responsible representative, including, where applicable, the officers and/or directors of a corporation.
 - b. The date and hours of occupancy of the Community Center.
 - c. A State permit and/or license for alcoholic beverages.
 - d. An additional clean-up and damage security deposit determined to be necessary and adequate by the Department under the circumstances.
 - e. Evidence of the hiring of the Sheriff's Department for the Use of the Community Center.
 - f. Evidence (in the form of certificates and additional insured endorsements) of Host Liquor Liability insurance coverage in an amount no less than one million (\$1,000,000) in addition to other insurance requirements, as described in Exhibit G.
 - 2. The City reserves the right to place restrictions on the use of alcoholic beverages in accordance with State Law and Department policy.
 - 3. The Permittee shall only sell alcoholic beverages with proof of permits allowing the sale of alcohol and prior written consent of the Department.
 - 4. No alcoholic beverages are permitted for Uses expressly conducted for persons under the age of 21 and the Permittee shall not serve alcohol to minors. The Permittee's failure to comply, monitor and enforce this law is grounds for terminating the Facility Use and forfeiting all security deposits and fees. Injuries

caused to any person as a result of alcoholic beverages being served and/or consumed by a minor on City premises shall be the sole responsibility of the Permittee and/or responsible representative, unless solely caused by the negligence of the City, its officers, employees, or agents.

5. Injuries caused to any person as a result of alcoholic beverages being served and/or consumed by any person on the City's premises, or arising off the City's premises, or as a result alcohol being available on the City's premises, shall be the sole responsibility of the Permittee and/or responsible representative.
6. The Permittee shall only serve alcohol within the Community Center. The Permittee shall not serve alcohol or allow alcohol to be consumed in the Community Center's parking lots, public patio areas, or adjacent outside grounds adjacent.
7. Persons other than the Permittee shall not bring alcoholic beverages into the Facility.
8. Security officers or personnel shall be present at all Private events held at the Community Center at which alcohol is served. The Department, may authorize Permittee's employment of security personnel, other than Sheriff's Department personnel, provided the personnel employed meets the requirements of the Sheriff's Department for the type of Use. The cost of security is the responsibility of the Permittee. Security shall be arranged through the Department and made a condition to approval of the Facility Use Application.
9. Staff shall monitor Uses and have authority to suspend the serving of alcoholic beverages and/or terminate the Use. Should Staff determine the need to contact the Sheriff's Department for any disturbances caused by the Permittee's guests, the Permittee shall be liable for all Sheriff's Department and additional charges incurred by the City at a minimum rate of one hundred fifty dollars (\$150.00) per hour. If the security deposit is insufficient to collect the additional charges, the City may, and retains the right to, file a civil collection action against the Permittee for payment of all or part of the additional charges if the City bills the Permittee for all or part of the charges and the Permittee fails to pay the monies owed within the time specified in the bill.
10. If security is not present, Staff may request that the Use be discontinued and to ask the Permittee's group to leave the area.
11. If participants are found to be using illegal drugs on City property, the Use will be terminated immediately.



CITY COUNCIL AGENDA REPORT

MEETING DATE: April 13, 2026

ITEM NO: 9K.

TO: Mayor and Members of the City Council

SUBJECT: Resolution Regarding Public Notice Posting Locations

FROM: Jennifer Alderete, City Clerk

REVIEWED AND APPROVED BY:

Melissa Burke, Deputy City Manager

HongDao Nguyen, City Attorney

Abel Avalos, City Manager

RECOMMENDATION:

Staff recommends the City Council, adopt Resolution No. 26-3083, Establishing the Location in the City of Artesia as a Public Place for Posting.

BACKGROUND:

The Ralph M. Brown Act (California Government Code Section 54950 et seq.) governs the conduct of public meetings for local legislative bodies, ensuring that their deliberations and actions are conducted openly and that the public is kept informed. A core requirement of the Brown Act is the public posting of an agenda at least 72 hours prior to a regular meeting, containing a brief general description of each item of business to be transacted or discussed.

The City of Artesia ("City") established its original procedures for public noticing upon its incorporation on May 29, 1959. At that time, three physical locations were selected for the posting of official notices and agendas. Over the ensuing decades, these physical posting locations have been updated and relocated through the adoption of Resolution Nos. 18, 22, 453, 465, and 600.

In recent years, the Brown Act was modernized to reflect the digital age. Currently, the law requires that an agenda be posted in a single location that is freely accessible to the public, as well as on the agency's website.

Effective July 1, 2026, Senate Bill 707 has further expanded these transparency requirements for "eligible legislative bodies." The Brown Act now requires:

- The translation of agendas into "applicable languages" (as defined by the Act based on community demographics).
- The posting of these translated agendas at the designated physical posting location and on the City's website.
- The provision of a designated space near the physical agenda posting location for the public to post translations of the agenda.

Staff is currently evaluating the specific impacts of these new requirements on City operations. Additional information and a formal update regarding SB 707 will be brought to the City Council for consideration at a future meeting.

ANALYSIS:

Upon evaluation, staff determined that the Library location does not meet these expanded physical requirements. The Library is a shared public space with limited posting space; the City does not have the jurisdictional authority to install the necessary expanded display cases or public posting boards required by the new law. City Hall and the Community Center would require expenditures for new signage, weatherproof display cases, and dedicated wall space.

The original 1959 designation of three separate sites was established at a time when physical notices were the only way for residents to receive information. With the advent of website posting, which is also now required, the necessity for multiple physical sites within the City has diminished.

The close proximity of the existing three sites is also a significant factor in the recommendation to reduce the physical posting locations:

- The Library is located approximately 700 feet from City Hall.
- The Community Center is located approximately 350 feet from City Hall.

Given that all three sites are within a very short walking distance of one another, maintaining three separate, SB 707-compliant posting stations is redundant. Consolidating the posting location to a single site does not meaningfully impede public access to information, as the primary legal notification now occurs online, and the central physical hub remains at City Hall.

FISCAL IMPACT:

The cost of one additional board for public posting was added to the mid-year budget update.

RECOMMENDED COUNCIL ACTION:

Staff recommends the City Council, adopt Resolution No. 26-3083, Establishing the Location in the City of Artesia as a Public Place for Posting.

Attachments

[Resolution 26-3083.pdf](#)

[Reso 600.pdf](#)

RESOLUTION NO. 26-3083

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARTESIA, CALIFORNIA, ESTABLISHING ONE LOCATION PLACE IN THE CITY OF ARTESIA AS PUBLIC PLACE FOR POSTING

WHEREAS, The Ralph M. Brown Act (California Government Code Section 54950 et seq.) governs the conduct of public meetings for local legislative bodies, ensuring that their deliberations and actions are conducted openly and that the public is kept informed. A core requirement of the Brown Act is the public posting of an agenda at least 72 hours prior to a regular meeting, containing a brief general description of each item of business to be transacted or discussed;

WHEREAS, The City established its original procedures for public noticing upon its incorporation on May 29, 1959. At that time, three physical locations were selected for the posting of official notices and agendas. Over the ensuing decades, these physical posting locations have been updated and relocated through the adoption of Resolution Nos. 18, 22, 453, 465, and 600;

WHEREAS, Since the City last updated its physical posting locations, the Brown Act has been updated and now requires that an agenda be posted in a single location that is freely accessible to the public, as well as on the agency's website; and

WHEREAS, The City Council now wish to update the City of Artesia's physical location for public posting to reflect the current rules established by the Brown Act.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF ARTESIA DOES HEREBY FIND, ORDER AND RESOLVE AS FOLLOWS:

SECTION 1. All prior versions of resolutions of the City Council governing the Public Place(s) for Posting are hereby repealed and replaced as of the effective date of this Resolution.

SECTION 2. Effective immediately upon adoption of this resolution, all prior Resolutions governing the Public Place(s) for Posting are hereby repealed and replaced and the following place within the City of Artesia is hereby established and designated as the public place within the City for the posting of ordinances and such resolutions, notices, and other documents required to be posted by law:

Artesia City Hall
18747 Clarkdale Avenue
Artesia, California 90701

SECTION 3. This Resolution shall be effective immediately upon adoption.

PASSED, APPROVED, and ADOPTED on this 13th day of April 2026.

RENE J. TREVINO, MAYOR

ATTEST:

JENNIFER ALDERETE, CITY CLERK

APPROVED TO FORM:

BEST BEST & KRIEGER, CITY ATTORNEY

C I T Y O F A R T E S I A

RESOLUTION NO. 600

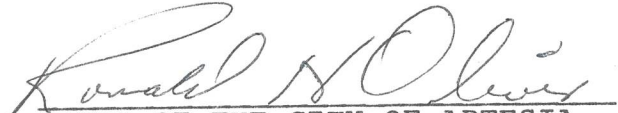
A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
ARTESIA ESTABLISHING THREE PLACES IN THE CITY OF
ARTESIA AS PUBLIC PLACES FOR POSTING

THE CITY COUNCIL OF THE CITY OF ARTESIA DOES HEREBY RESOLVE AS FOLLOWS:

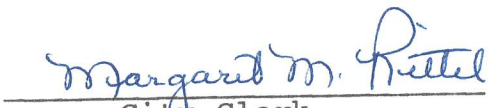
Effective immediately upon adoption of this resolution,
the following places within the City of Artesia are hereby established
and designated as public places within the City for the posting of
ordinances and such resolution, noties, and other documents required
to be posted by law:

- (1) United States Post Office
11721 E. 183rd Street
Artesia, California
- (2) Artesia Community Center Building
18750 Clarkdale Avenue
Artesia, California
- (3) Artesia City Hall
18747 Clarkdale Avenue
Artesia, California

PASSED, APPROVED and ADOPTED this 12th day of May, 1975.


MAYOR OF THE CITY OF ARTESIA

ATTEST:


City Clerk



CITY COUNCIL AGENDA REPORT

MEETING DATE: April 13, 2026

ITEM NO: 9L.

TO: Mayor and Members of the City Council

SUBJECT: Third Amendment to the Paratransit Demand Response Transportation Services Agreement with Administrative Services Cooperative, Inc. to Provide On-Demand Transportation for Qualified Participants

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:

Staff recommends that the City Council, approve, and authorize the City Manager to execute a third amendment on their behalf, to the Paratransit Demand Response Transportation Services Agreement between the City of Artesia and Administrative Services Cooperative, Inc. to provide paratransit demand-response transportation services for an amount not to exceed \$359,000.

BACKGROUND:

The City Council approved an agreement with Administrative Services Cooperative, Inc. (the Contractor) for paratransit demand response transportation services (Dial-a-Ride Program), and authorized the City Manager execute the first amendment on January 17, 2023 for a term ending January 2027. The first amendment set forth a new contract term, service rates, operating days and hours, ride limits, and revised the service area to better reflect ridership trip patterns. The Dial-a-Ride program provides rides within a defined service area for residents who are 60 years and older or disabled (qualified ridership). The City Council further amended the agreement on June 17, 2024 with amendment two, which increased the not-to-exceed amount of the contract to \$309,000 and extended the term of the agreement to June 30, 2027.

ANALYSIS:

The City has seen a significant uptick in utilization of the Dial-a-Ride program among qualified ridership since Fiscal Year 2024-25. The Agreement allows each qualified rider four trips per day, at a maximum of 50 trips per month. For most qualified riders, the limit is not reached; however, there are many riders that do take advantage of the 50-trip per month cap. As such, it has caused the Agreement's not-to-exceed value to be reached sooner than expected. Staff is conducting an internal review of how the City can continue a high service level, but also address the spike in costs. The third amendment to the Agreement would allow Staff time to develop this strategy, while maintaining services to qualified riders.

FISCAL IMPACT:

There is no impact to the General Fund associated with the adoption of amendment three. The City utilizes annual Prop A local return funds for this program, and funds are available to cover the amendment of the agreement.

RECOMMENDED COUNCIL ACTION:

Staff recommends that the City Council, approve, and authorize the City Manager to execute a third amendment on their behalf, to the Paratransit Demand Response Transportation Services Agreement between the City of Artesia and Administrative Services Cooperative, Inc. to provide paratransit demand-response transportation services for an amount not to exceed \$359,000.

Attachments

[Third Amendment - Dial-a-Ride \(1\).pdf](#)

[Admin Services Cooperative 01-17-23 TO 01-31-27.pdf](#)

**THIRD AMENDMENT TO
CITY OF ARTESIA PARATRANSIT DEMAND RESPONSE
TRANSPORTATION SERVICES AGREEMENT**

PARTIES AND DATE.

This Third Amendment to the Agreement for Paratransit Demand Response Transportation Services ("Agreement") is made and entered into on April 13, 2026, by and between the City of Artesia, a California municipal corporation ("City") and Administrative Services Cooperative, Inc., a California corporation, ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

RECITALS.

1.1 Agreement. The Parties entered the Transportation Services Agreement dated January 17, 2023 ("Agreement").

1.2 First Amendment. The Parties entered into a First Amendment dated July 27, 2023, in order to revise the Service Area and Limitations provisions of the Agreement.

1.3 Second Amendment. The Parties entered into a Second Amendment dated June 17, 2024, in order to increase the total compensation under the agreement and extend the term of the agreement.

1.4 Third Amendment. The Parties now desire to amend the Agreement in order to increase the total compensation under the Agreement.

2. TERMS.

2.1 Compensation. Section 4.11.1 "Compensation" of the Agreement is amended in its entirety and restated Subsection A.5 is hereby amended in its entirety as follows:

"The City will compensate the Contractor for the services for the services on a monthly basis for each year service is provided under this agreement at the rates set forth in Exhibit "C"." attached hereto and incorporated by reference. The compensation shall not exceed Three Hundred Fifty Nine Thousand Dollars (\$359,000) over the Term of the Agreement without written approval of the City Council or City Manager, as applicable. Extra Work may be authorized, 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."

2.2 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.

**SIGNATURE PAGE FOR THIRD AMENDMENT TO CITY OF ARTESIA
PARATRANSIT DEMAND RESPONSE TRANSPORTATION SERVICES AGREEMENT**

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 13th day of April, 2026.

CITY OF ARTESIA

ADMINISTRATIVE SERVICES
COOPERATIVE, INC.

By: _____
ABEL AVALOS
City Manager

By: _____

Its: _____

Printed Name: _____

ATTEST:

By: _____

By: _____
JENNIFER ALDERETE
City Clerk

Its: _____

Printed Name: _____

APPROVED AS TO FORM:

By: _____
Best Best & Krieger LLP
City Attorney

**CITY OF ARTESIA
PARATRANSIT DEMAND RESPONSE TRANSPORTATION
SERVICES AGREEMENT**

This Agreement for Paratransit Demand Response Transportation Services ("Agreement") is made and entered into on January 17, 2023, by and between the City of Artesia, a California municipal corporation ("City") and Administrative Services Cooperative, Inc., a California corporation, ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

RECITALS

WHEREAS, the City and the Contractor had a previous agreement between January 1, 2016, through December 31, 2018, that has now lapsed;

WHEREAS, the Contractor has provided paratransit demand response transportation services on a monthly basis since January 1, 2019, and the City wants the Contractor to maintain continuity in providing these services to qualified residents;

WHEREAS, City and Contractor desire to enter into a new agreement for paratransit demand response transportation services as described in Exhibits A, B, and C; and

WHEREAS, Contractor represents that it has the required license and/or permits, equipment, vehicles, and personnel to provide and support paratransit demand-response transportation services.

NOW THEREFORE, the parties hereto do agree as follows:

1. TERM

The term of this Agreement shall be from January 17, 2023, to January 31, 2027, ("Initial Term"), unless earlier terminated in accordance with Article 13 of this Agreement. The Contractor shall complete the Services within the term of this Agreement. The City shall have the unilateral option to extend this Agreement for one (1) additional two (2) year period by giving written notice thereof to Contractor not less than thirty (30) calendar days before the end of the Initial Term.

2. SCOPE OF SERVICES

Contractor shall provide paratransit demand response transportation services ("Services") described in Exhibits "A", "B", and "C" of this Agreement. The City may amend the scope of the services set forth in this Agreement by written directive. The parties acknowledge that changes to the scope of services may increase or decrease the service cost or levels of service as necessary. Actual changes to the scope of services shall not be made without the prior written mutual agreement of the parties and proper compensation to Contractor.

City may change the service areas and hours of operation if deemed necessary by City. Actual vehicle-hours of service shall not be increased without the prior written mutual agreement of the parties and proper compensation to Contractor.

3. REPORTS

Not later than the fifteenth (15th) calendar day of each month, Contractor shall submit to the City a detailed, itemized report of trips provided pursuant to this Agreement during the prior month. The report shall include, but not limited to the following categories:

- Date
- Home City
- Home Account
- Trip ID
- Vehicle Unit Number
- Driver ID
- Participant ID
- Participant Name
- Funding Source
- Stored Value Smart Swipe Card Number or Voucher Number
- Manual/Swiped
- Units
- Amount
- Authorization Number
- Transaction Date and Time
- Lift Service
- Pick-up Date and Time
- Pick-up Address
- Drop-off Date and Time
- Drop-off Address
- Revenue Hours
- Revenue Mileage
- Number of Passengers
- Passenger Miles

4. RESPONSIBILITIES OF CONTRACTOR

4.1. Independent Contractor; Control and Payment of Subordinates. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Any personnel performing the Services on behalf of Contractor shall not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor 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. Contractor 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.

- 4.2. Schedule of Services. Contractor shall perform the Services in a prompt and timely manner and in accordance with the General Requirements set forth in Exhibit "A" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services expeditiously. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.
- 4.3. Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.
- 4.4. Substitution of Key Personnel. Contractor 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, Contractor may substitute other personnel of at least equal competence upon written approval of City. In the event that City and Contractor 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: Marco Soto Vice President.
- 4.5. City's Representative. The City hereby designates the City Manager, or his/her designee, to act as its representative in all matters pertaining to the administration and performance of this Agreement ("City's Representative"). The City Manager will appoint a Project Manager to manage the daily administration and performance of this agreement. The City's Representative shall have the power to act on behalf of the City for review and approval of all products submitted by Contractor. The City Manager shall be authorized to act on City's behalf, execute amendments, and to execute all necessary documents, which enlarge the Scope of Services or change the Contractor's total compensation subject to the provisions contained in Section 2 of this Agreement. Contractor shall not accept direction or orders from any person other than the City Manager, City's Representative, or his/her designee.
- 4.6. Contractor's Representative. Contractor hereby designates the Assistant Director of Public Affairs, or his/her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor'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.
- 4.7. Coordination of Services. Contractor agrees to work closely with City staff in the

performance of Services and shall be available to City's staff, Contractors and other staff at all reasonable times.

~~4.8. Standard of Care; Performance of Employees.~~ Contractor 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. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and sub-contractors shall have sufficient skill and experience to perform the Services assigned to them. Contractor represents that it, its employees and sub-contractors 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. Contractor 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 Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors 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 Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

4.9. Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 1. Contractor shall also perform the Services in strict accordance with Exhibits "A", "B", and "C" attached hereto and incorporated herein by reference. Contractor agrees that if the Services are not completed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

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

4.10.1. Employment Eligibility; Contractor. Contractor 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 sub-contractors and sub-sub-contractors to comply with the same. Contractor 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.

- 4.10.2. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any sub-contractor, 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. Contractor 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.
- 4.10.3. Air Quality. To the extent applicable, Contractor 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). Contractor 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 Contractor, its sub-contractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.
- 4.10.4. Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor 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.
- 4.10.5. Insurance.
- 4.10.5.1. Time for Compliance. Contractor 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, Contractor shall not allow any sub-contractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the sub-contractor 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.
- 4.10.5.2. 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 Contractor, 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, Contractor agrees to amend, supplement or endorse the policies to do so.

- 4.10.5.2.1. Commercial General Liability: Commercial General Liability Insurance which affords coverage at least as broad as Insurance Services Office "occurrence" form CG 0001, or the exact equivalent, with limits of not less than \$2,000,000 per occurrence and no less than \$4,000,000 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.
- 4.10.5.2.2. 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.
- 4.10.5.2.3. 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.
- 4.10.5.2.4. Sexual Abuse/Molestation Insurance: Contractor shall procure and maintain sexual abuse/molestation liability coverage with limits of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate. Coverage may be provided as part of commercial general liability coverage, professional liability coverage, or as a separate policy.
- 4.10.5.3. Insurance Endorsements. Required insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms approved by the City to add the following provisions to the insurance policies:
 - 4.10.5.3.1. 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 Contractor; or (4) contain any other exclusions contrary to the terms or purposes of this Agreement. For all policies of Commercial General Liability insurance, Contractor 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.

4.10.5.3.2. **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.

4.10.5.3.3. **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

4.10.5.4. **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.

4.10.5.5. **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 Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its sub-contractors.

4.10.5.6. **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.

4.10.5.7. Evidence of Insurance. The Contractor, 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, Contractor 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.

4.10.5.8. 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.

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

4.10.5.10. 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.

4.10.5.11. Additional Insurance Provisions

4.10.5.11.1. The foregoing requirements as to the types and limits of insurance coverage to be maintained by Contractor, 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 Contractor pursuant to this Agreement, including but not limited to, the provisions concerning indemnification.

- 4.10.5.11.2. 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 Contractor or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.
- 4.10.5.11.3. The City may require the Contractor to provide complete copies of all insurance policies in effect for the duration of the Project.
- 4.10.5.11.4. 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.
- 4.10.5.11.5. 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 Contractor from liability in excess of such coverage, nor shall it limit the Contractor'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.
- 4.10.5.11.6. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.
- 4.10.5.12. Insurance for Sub-contractors. Contractor shall include all sub-contractors engaged in any work for Contractor relating to this Agreement as additional insureds under the Contractor's policies, or the Contractor shall be responsible for causing sub-contractors 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 sub-contractor's policies. All policies of Commercial General Liability insurance provided by Contractor's sub-contractors 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. Contractor shall not allow any sub-contractor to commence work on any subcontract relating to this Agreement until it has received satisfactory evidence of sub-contractor's compliance with all insurance requirements under this Agreement, to the extent applicable.

The Contractor shall provide satisfactory evidence of compliance with this section upon request of the City.

- 4.10.6. Water Quality Management and Compliance. Contractor 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. Contractor 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 Contractor for delay in completing the Services caused by Contractor's failure to comply with the laws, regulations and policies described in this section, or any other relevant water quality law, regulation, or policy.

4.11. Fees and Payments.

- 4.11.1. Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed one hundred sixty-six thousand eight hundred thirty-three dollars (\$166,833) without written approval of the City Council or City Manager as applicable. Extra Work may be authorized, as described below, and if authorized, will be compensated at the rates and manner set forth in this Agreement. The City Manager will have authority to approve Extra Work within 10% of the total compensation.
- 4.11.2. Payment of Compensation. Contractor shall submit to City a monthly invoice, no later than the fifteenth (15th) calendar day of each month, which indicates work completed and hours of Services rendered by Contractor during the prior month. The invoice shall describe the amount of Services provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the invoice. City shall, within 30 days of receiving such invoice, review the invoice and pay all non-disputed and approved charges. If the City disputes any of Contractor's fees, the City shall give written notice to Contractor 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 Contractor. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.
- 4.11.3. Reimbursement for Expenses. Contractor shall not be reimbursed

for any expenses unless authorized in writing by City, or included in Exhibit "C" of this Agreement.

4.11.4. Extra Work. At any time during the term of this Agreement, City may request that Contractor 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. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from the City.

4.11.5. Rate Increases. In the event that this Agreement is renewed pursuant to Section 1, the rate set forth in Exhibit "C" may be adjusted at the time of renewal as set forth in Exhibit "C".

4.11.6. Limitation on City Obligations Due to Lack of Proposition A Funds. Funds used by City to pay for the services provided by Contractor under this Agreement are a portion of the City's allocated Proposition A transportation funds. Contractor shall have no recourse to any other funds allocated to or by City. City and Contractor expressly agree that full funding for this Agreement over the Term is contingent on the continued collection of revenues pursuant to Proposition A and the continued allocation of City's share of those revenues to City. In the event of any repeal, amendment, interpretation or invalidation of any provision of Proposition A that has the effect of reducing or eliminating City's receipt of Proposition A revenues, or any other unexpected material decline in City's revenues, City may reduce or eliminate funding for and the level of services to be performed under this Agreement at a level that is generally proportionate to the elimination or reduction in City's receipt of Proposition A revenues. City will immediately notify Contractor of any reduction or elimination of Proposition A revenues, or any other unexpected material decline in City's revenues allocated to the performance of this Agreement, and Contractor shall not be required to perform services under this Agreement without adequate assurance of payment of services from City.

4.11.7. Los Angeles County Metropolitan Transportation Authority (Metro) Approval. City and Contractor shall comply with the fund expenditure requirements of the Los Angeles County Metropolitan Transportation Authority ("Metro"). In the event that Metro disallows any City expenditures under the City's Paratransit Demand response Transportation Services program because of Contractor's failure to comply with Metro fund expenditure requirements, Contractor shall reimburse City for all such expenditures.

4.12. Labor Code Requirements.

4.12.1. Prevailing Wages. Contractor 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, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor 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 Contractor'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 Contractor shall therefore comply with such Labor Code sections to the fullest extent required by law. Contractor 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.

4.12.2. 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 Contractor and all sub-contractors must be registered with the Department of Industrial Relations ("DIR"). Contractor shall maintain registration for the duration of the project and require the same of any sub-contractors. This project may also be subject to compliance monitoring and enforcement by the DIR. It shall be Contractor'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 Contractor or any sub-contractor that affect Contractor's performance of services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor 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 Contractor or any sub-contractor.

4.12.3. Labor Certification. By its signature hereunder, Contractor 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.

4.13. Accounting Records.

- 4.13.1. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor 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. Contractor 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.

4.14. General Provisions.

4.14.1. Termination of Agreement.

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

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

- 4.14.1.3. 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.

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

Contractor: Administrative Services Cooperative, Inc.
1515 W. 190th Street, Suite 250
Gardena, California

ATTN: Marco A. Soto, Vice President

City: City of Artesia
18747 Clarkdale Avenue
Artesia, California 90701
ATTN: Aldo E. Schindler, City Manager

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

4.14.3. Ownership of Materials and Confidentiality.

4.14.3.1. 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 Contractor 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 Contractor on other projects without the City's express written permission. Within thirty (30) days following the completion, suspension, abandonment or termination of this Agreement, Contractor 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 Contractor is entitled under the termination provisions of this Agreement, Contractor shall provide all Documents & Data to City upon payment of the undisputed amount. Contractor shall have no right to retain or fail to provide to City any such documents pending resolution of the dispute. In addition, Contractor 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, Contractor shall make a reasonable effort to notify City and provide City with the opportunity to obtain the documents.

- 4.14.3.2. Sub-Contractors. Contractor shall require all sub-contractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the sub-contractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were prepared by design professionals other than Contractor or its sub-contractors, or those provided to Contractor by the City.
- 4.14.3.3. 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 Contractor 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 Contractor's seal from the Documents & Data and indemnify and hold harmless Contractor 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. Contractor 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. Contractor shall not be responsible or liable for any revisions to the Documents & Data made by any party other than Contractor, a party for whom the Contractor is legally responsible or liable, or anyone approved by the Contractor.
- 4.14.3.4. Indemnification. Contractor shall defend, indemnify and hold the City, its , 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.
- 4.14.3.5. 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 Contractor in connection with the performance of this Agreement shall be held confidential by Contractor. Such materials shall not, without the prior written consent of City, be used by Contractor 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 Contractor which is otherwise known to Contractor or is generally known, or has become known, to the related industry shall be deemed confidential. Contractor 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.

4.14.3.6. Confidential Information. The City shall refrain from releasing Contractor'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 Contractor of its intention to release Proprietary Information. Contractor shall have five (5) working days after receipt of the Release Notice to give City written notice of Contractor's objection to the City's release of Proprietary Information. Contractor 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) Contractor 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.

4.14.4. 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.

4.14.5. Indemnification.

4.14.5.1. To the fullest extent permitted by law, Contractor 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 Contractor, its officials, officers, employees, subcontractors, Contractors or agents in connection with the performance of the Contractor'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. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement and shall not be restricted to insurance proceeds, if any,

received by Contractor, the City, its officials, officers, employees, agents, or volunteers.

4.14.5.2. If Contractor's obligation to defend, indemnify, and/or hold harmless arises out of Contractor'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, Contractor'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 Contractor, and, upon Contractor obtaining a final adjudication by a court of competent jurisdiction, Contractor's liability for such claim, including the cost to defend, shall not exceed the Contractor's proportionate percentage of fault.

4.14.6. 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.

4.14.7. 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, Contractor 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 Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

4.14.8. 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.

4.14.9. Time of Essence. Time is of the essence for each and every provision of this Agreement.

4.14.10. City's Right to Employ Other Contractors. City reserves right to employ other Contractors in connection with this Project.

4.14.11. Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

- 4.14.12. Assignment; Subcontracting. Contractor 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. Contractor 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.
- 4.14.13. 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 Contractor include all personnel, employees, agents, and subcontractors of Contractor, 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.
- 4.14.14. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties. The City Manager shall have the authority to authorize administrative changes to the Agreement, that do not change the term or compensation of the Agreement.
- 4.14.15. 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.
- 4.14.16. No Third-Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.
- 4.14.17. 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.
- 4.14.18. Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Contractor 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 Contractor, any

fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors 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.

- 4.14.19. Authority to Enter Agreement. Contractor 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.
- 4.14.20. Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.
- 4.14.21. Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Agreement, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE TO

PARATRANSIT DEMAND RESPONSE TRANSPORTATION
SERVICES AGREEMENT BETWEEN CITY OF ARTESIA AND ADMINISTRATIVE
SERVICES COOPERATIVE, INC.

The parties are signing this Agreement on the date stated in the introductory clause:

CITY OF ARTESIA


Aldo Schindler, City Manager

ATTEST:


Jennifer Alderete, Acting City Clerk

APPROVED AS TO FORM:


City Attorney, Best Best & Krieger

ADMINISTRATIVE SERVICES
COOPERATIVE, INC.


Name: Marcos A. Soto
Title: Direct of Ops / VP


Name: Oscar Nicolas
Title: BOARD MEMBER

[Two signatures required for corporations pursuant to California Corporations Code Section 313, unless corporate documents authorize only one person to sign this Agreement on behalf of the corporation.]

EXHIBIT A

GENERAL REQUIREMENTS

I. SCOPE OF SERVICES

Contractor shall provide paratransit demand response transportation services collectively called the Dial-a-Ride Program (the Program) to senior citizens and disabled persons who are Artesia residents. The Program provides trips to medical, dental and non-medical locations.

A. Service Area and Limitations

The Program will provide service to the following areas:

1. Any address within the City's jurisdictional limits.
2. The area bounded by Rosecrans Avenue to the north, E. Carson Street/Lincoln Avenue to the south, Valley View Avenue and Valley View Street to the east, and Bellflower Boulevard to the west.
3. To selected locations identified in Exhibit "B".
4. Medical or dental locations that are outside of the City and not identified in Exhibit "B" that do not exceed the maximum trip value listed in Exhibit "C" of this Agreement. A trip to a medical or dental facility outside of the boundary and not identified in Exhibit "B" must have prior City approval.
5. The first trip must start from within the City and the return trip must start from the destination.

B. Days and Hours of Service

Contractor shall provide services on and during the following days and times:

Monday – Friday 6:00 AM – 7:00 PM

Contractor shall not provide services on Saturdays, Sundays or major holidays without both parties' prior written agreement in accordance with Section 2 of the Agreement.

Holidays. No service will on the following holidays.

New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day.

C. Ridership

Contractor shall provide services only to senior citizens aged sixty (60) years or older and disabled persons who reside in City ("qualified riders"). Contractor shall require qualified

riders to show valid EZTransport cards for participation in the Program. City shall issue EZTransport cards to qualified riders prior to their use of the Program's transportation services.

D. Contractor's Performance

City shall deem Contractor's trips "on-time" when qualified riders are served within plus or minus ten (10) minutes from the scheduled pick-up and drop-off times.

E. Reservations

1. Qualified riders can call for same day, on demand service or in advance. Riders must make the reservation a minimum of twenty (20) minutes in advance, specifying the time of pick-up and destination for a one-way, one-time only trip. Riders shall be responsible for calculating when they will need the vehicle to arrive in order to arrive at their destination in a timely manner. Riders can schedule the return trip in advance using the reservation service or on the same day using the same day service. Contractor shall treat the return trip as a second, one-way trip for the qualified rider.
2. Individuals requiring special assistance with mobility devices (i.e. wheelchairs, scooters) shall call the Contractor one (1) hour in advance for a mobility device accessible vehicle.
3. Qualified riders can schedule a standing pick-up for the same daily or weekly service.

F. Fare

Contractor shall charge the City only those fares listed in Exhibit "C" Price Sheet for qualified rides as described in this Agreement. The City may change Fare Structure according to the fare policies and structures at their discretion at any time. Contractor will make every attempt to ensure drivers will take the most cost effective/efficient route. Contractor will issue a Stored Value Smart Swipe Card as the fare media.

G. Trip Limitations

1. Qualified riders are limited to four (4) trips per day with a maximum of up to fifty (50) trips per month under the Program. The first trip of the day must begin within the City's boundaries.
2. City may adjust this trip limit for qualified riders due to justifiable needs or may change the trip limit for all qualified riders with ten (10) days' prior written notice to Contractor by City.
3. Contractor will manage trip limits through the EZTransport card system, and provide a monthly report to the City as described in Section 3 of this

Agreement for auditing purposes. Contractor's drivers shall verify each trip by swiping the qualified rider's card. Contractor will add the monthly limit of trips to the Stored Valued Smart Swipe Card the first of every month.

4. Contractor shall bear the cost of all trips honored by Contractor's drivers beyond any trip limits set by City.

H. Response Time

Contractor's vehicle shall respond to requests for service within the service area within twenty (20) minutes and shall transport qualified riders to their destination.

1. Arrival. Contractor's vehicle shall arrive between ten (10) minutes before or ten (10) minutes after from the scheduled time. If a vehicle arrives more than ten (10) minutes after the scheduled pick-up time, the trip is considered late.
2. Late Arrival. If a qualified resident reports to City that trip pick-up was late, an investigation shall be performed in coordination between City and Contractor. If determined Contractor is late, this action shall be recorded by the City and Contractor shall respond to City with resolution to ensure future on-time arrival(s). In addition, the trip cost shall be reimbursed entirely by Contractor to the qualified resident.
3. Re-assignment of Trips. Contractor shall have the ability automatically re-dispatched to another near-by driver in the event Contractor's driver cancels the trip.

I. Pick-Up and Drop-Off Standards

Contractor's vehicles shall offer curb-to-curb service for qualified residents. The Contractor's driver shall wait five (5) minutes from the designated pick-up time for the qualified resident to arrive at the designated pick-up location. Contractor's driver shall attempt to call the resident prior to departing.

J. Unscheduled Passenger (Flag Downs)

Contractor shall not at any time pick-up any unscheduled passengers who attempt to "flag down" or otherwise request a ride from the vehicle operator without having made an appointment through the established reservation scheduling process.

K. Commencement of Service

Contractor's performance of services shall commence on January 17, 2023.

L. Shared Rides

Shared rides, where the driver picks up and drops off more than one qualified rider at the same locations, are encouraged. Companions accompanying a qualified rider with an EZTransport card shall not be charged a fee or fare. Contractor shall not bill the City for companion rides. In the event that a qualified rider shares a trip, or portion of a trip, with another qualified rider, Contractor shall bill City only for one qualified rider during the portion of the trip where more than one qualified rider is in the vehicle. Trips performed by Contractor pursuant to the Program may not be shared with trips made by non-qualified riders outside the scope of the Program. Qualified rider may petition the City if there is an extenuating circumstance requiring the rider to share a trip with a non-qualified rider.

M. Passenger Packages

Qualified riders can have up to five (5) packages per trip. Contractor's drivers are not required to assist qualified riders with their packages. City shall not be responsible for any lost or damaged packages.

N. National Transit Database

Contractor shall complete and submit the National Transit Database ("NTD") annual audit on behalf of City's Program. Contractor shall supply City with a copy of the final submitted audit.

II. PARATRANSIT DEMAND RESPONSE TRANSPORTATION PROGRAM REGULATORY REQUIREMENTS

Contractor shall adhere to the local, state, and federal guidelines set forth for the program analogous to the Dial-a-Ride transportation program. Further guidance is set forth by the Federal Transit Administration (FTA) Title 49, Part 37, Transportation Service for Individuals with Disabilities (ADA).

A. Permits and Licenses

1. Contractor represents that it has the required license and/or permits, equipment, vehicles and personnel to provide high-quality demand response service and agrees to participate in the City's Program.
2. Taxi cab owners must comply with California's AB 1069 local government: taxi cab transportation services law including section 53075.5 (b)(3).
3. Contractor shall pay for all applicable license fees for drivers, other personnel and vehicles.
4. The Program includes funding includes funding from the City's Proposition A local return funds. Therefore, Contractor shall agree to comply with and conditions required by the City and the Los Angeles County Metropolitan Transportation Authority (Metro), including record keeping, as required by Metro and the National Transportation Database (NTD).

B. Vehicles

1. All vehicles used for this service shall be safe for operation on public streets and meet all the appropriate requirements in the California Vehicle Code. All parts of the vehicle and all equipment mounted on or in the vehicle shall conform to the Federal Vehicle Safety Standards and the California Code of Regulations, Title 13. The City will also refer to the California Highway Patrol Motor Carrier Safety Regulations.
2. The Contractor shall conduct pre-employment DMV (Department of Motor Vehicles) checks of all personnel hired or subcontracted for this service.
3. The Contractor shall participate in and comply with the DMV Pull Notice Program whereby the Contractor shall be notified of any activity on a driver's driving record. Contractor shall notify the City of the results of these checks and whatever corrective actions taken, if any.
4. Any driver exceeding the California DMV point system or with a revoked or suspended license will not be allowed to operate the City's service. Contractor shall notify the City of the results of these checks and whatever corrective action taken, if any.
5. Each vehicle, at minimum, must be inspected at the frequencies required by State law.
6. The City may also inspect the vehicle. The City shall be notified of inspections performed by a government agency other than the City which meet or exceed the criteria for inspection established by the City. The results of those inspections shall be transmitted to the City.
7. Contractor shall provide a wheelchair-accessible vehicle (WAV) to riders who have wheelchairs, scooters, or other physical limitations or special needs.

III. CONTRACTOR'S CONTRACTUAL RESPONSIBILITIES FOR PERSONNEL

- A. Contractor shall provide all necessary management and administrative personnel whose expertise, experience, and responsiveness shall ensure efficient operation of the Program described herein.
- B. The Contractor shall be solely responsible for the satisfactory work performance of all employees as described in this agreement or any reasonable performance standard established by the City.
- C. The Contractor shall be solely responsible for payment of all employees' wages and benefits and subcontractors' costs. Without any additional expense to the City, the Contractor shall comply with the requirements of employee liability, worker's compensation, employment insurance, and Social Security,

the Contractor shall hold the City harmless from any liability, damages, claims, costs, and expenses of any nature arising from alleged violations of personnel practices.

- D. The City shall have the right to demand removal from the program, for reasonable cause, of any personnel or subcontractor furnished by the Contractor.
- E. During the performance of this contract, the Contractor warrants that it will provide equal opportunities, and that the contractor and each subcontractor will take affirmative action to ensure that its employment practices, persons employed and subcontractors are treated equally and without regard to, or because of race, creed, color, national origin, sex, age, physical handicap, or medical condition.
- F. Contractor's personnel shall possess the necessary experience and training in working with the senior and disabled community.
- G. The Contractor shall comply with all Title VI requirements as outlined in the Federal Transit Administration Circular 4702.1B including, but not limited to, providing meaningful language access to persons who are limited English proficient (LEP).
- H. The Contractor shall develop a COVID-19 health and safety plan to protect drivers according to updated CDC business guidance and, to meet relevant local and state guidelines. The safety plan shall outline a vehicle-cleaning schedule, enclosed space guidelines to protect drivers and riders
- I. Drivers are only allowed to transport as many passengers as there are seat belts in the car, and instructed to ensure all passengers wear a seatbelt.
- J. Contractor's personnel shall have excellent interpersonal skills (i.e. cooperating with others, positive attitude, listening to others, etc. and the appropriate characteristic traits for this type of service (i.e. compassion, patience, cleanliness, etc.).
- K. Contractor's personnel shall have the knowledge and experience to handle difficult customers and have excellent problem-solving skills.
- L. Contractor shall provide training for all personnel.
- M. Contractor must have a project manager ("Project Manager") to be available during the days and hours of program operation, either by telephone, email, or in person, to make decisions or provide coordination as necessary.
- N. The Project Manager shall be required to attend regular meetings with the City to determine contract compliance, adherence to performance standards, to

troubleshoot problem areas, and to discuss operations, marketing, and promotional activities.

- O. The Project Manager shall coordinate and manage all necessary program activities, including operating services, dispatch, personnel management, develop administrative procedures, performance statistics, and the ability to develop methods to maximize service efficiency.
- P. The Project Manager shall prepare or ensure the preparation of all local, state, and federal reporting forms and statistics as specified by City.

IV. CONTRACTOR'S DRIVERS

- A. Drivers shall work on a schedule that will ensure a consistent and overall high quality of service. Vehicle operators must have all appropriate California Driver's Licenses and Certificates as well as any other licenses, certificates or training required by applicable federal, state, and local regulations.
- B. Driver's Minimum Requirements
 1. Age 21+ with one or more years of driving history.
 2. Valid personal auto insurance that meets or exceeds state requirements.
 3. No more than three minor traffic violations in the past three (3) years.
 4. No major traffic violation in the past three (3) years (i.e. reckless driving).
 5. Not have been convicted of driving while intoxicated or under the influence of controlled substances within the preceding five (5) years, and not have criminal charges pending for an offense for driving while intoxicated or under the influence of controlled substances.
 6. Not be subject to outstanding warrants for arrest.
 7. Able to read, write, and speak English. Bilingual skills in Spanish are highly desirable.
 8. Thorough knowledge of the service area's street network.
 9. Sensitivity to passengers' needs, including assisting passengers, upon their request.
 10. Able to handle complaints and problems as required.
- C. All drivers will be subject to criminal screening prior to working for the City and at least once per year thereafter. Drivers with any of the following crimes on their records shall be barred from working for the City under the contract:
 1. Violent felony
 2. Sexual offense
 3. Disqualifying drug-related offense
 4. Disqualifying fraud-related offense
 5. Disqualifying theft-related offense

D. The City will not provide uniforms for the drivers. The burden of uniform and/or drive attire purchase is the sole responsibility of the Contractor. While performing their duties, drivers must maintain a clean and neat appearance.

E. Contractor shall ensure drivers have onboarding and educational training including how-to guides that cover all aspects of service delivery and provide guidance on how to maintain a safe, inclusive, and welcoming community both inside and outside the car.

Driver education at minimum shall include the following general topic areas:

1. Road Safety
2. Customer Service
3. Accommodating Passengers with Disabilities
4. COVID-19/Health Safety

F. Contractor shall outline any additional safety and security measures including but not limited to GPS tracking of vehicles, use of mobile application to help identify drivers, ability to use smartphone to help driver access emergency services, etc.

V. DISPATCHING AND SERVICE INFORMATION PERSONNEL

A. Contractor shall have capable and courteous personnel who are responsible for taking service requests, accurately recording appointments, properly handling complaints and customer service requests and responding to telephone inquiries regarding these services.

1. The Contractor's dispatching office shall be available to take reservations Monday through Friday from 6:00 A.M. to 7:30 P.M.

VI. OPERATIONS MANAGEMENT

A. The Contractor shall be responsible for program management according to specified operating procedures. The City may establish additional requirements that are responsible for operation of this service after consultation with the Contractor.

B. The Contractor shall operate vehicles with due regard for the safety, comfort, and convenience of passengers and the public. The City will set performance standards for its services. Contractor and the City shall meet periodically to evaluate system performance based upon these standards. If the standards are not fulfilling their intended purpose, they will be adjusted based upon recommendations made by the Contractor with the concurrence and final decision by the City. Should it be found that the Contractor's performance has contributed to Contractor's failure to achieve these standards:

C. Contractor shall take all reasonable actions requested by the City to correct deficiencies in performance. Should deficiencies persist, the City may assess

liquidated damages. All liquidated damages assessed against the Contractor will be deducted from the monthly invoices by the same amount, the City Manager maintains the right to assess performance penalties against the Contractor, as set forth herein, based on the Contractor's failure to meet established standards.

- D. Service should be provided as scheduled or according to any adjusted schedule established by the City, including route modifications required as a result of special events or a declared emergency. Contractor shall not be held responsible for the failure to provide on time service due to weather or traffic conditions, unavoidable vehicle malfunctions, and/or naturally occurring disasters. Performance penalties applicable thereto, shall include the following performance criteria and be charged based upon non-compliance with standards reported by: 1) the Contractor; 2) at least three verified customer complaints; or 3) City staff who is knowledgeable of the Program requirements. The City reserves the right to modify these performance criteria, as necessary:
1. Customer service is very important in building ridership and support for this service. Upon receipt of a customer complaint against Contractor, the City will conduct an investigation of the complaint and will make a determination if the complaint is justified. The fourth (and any additional) justified complaint in any 30-day period shall result in the Contractor paying a penalty of \$500 per justified complaint, except for complaints regarding late pick-ups or trip delays covered below.
 2. The Contractor shall maintain satisfactory California Highway Patrol (CHP) terminal inspection throughout the term of the contract (proof of CHP certification is required). If the Contractor receives an unsatisfactory rating from the CHP, the Contractor shall notify the City immediately and state the actions being taken to correct the deficiency. If the vehicle operating authority falls under the California Public Utilities Commission (CPUC) and if the CPUC revokes the permits to operate the vehicles in this service as a result of unsatisfactory inspection ratings by the CHP, the vehicles shall not operate and a \$500 per vehicle per day fine shall be assessed until a satisfactory inspection report is obtained and the vehicle is again available for service.
 3. The City reserves the right, at its sole discretion, to inspect and reject, temporarily or permanently, by notice to the Contractor, any vehicle the contractor utilizes which the City deems unacceptable. In the event any revenue vehicle is rejected temporarily by the City as a result of deficient vehicle condition or appearance, \$500 per vehicle per day fine shall be assessed until the condition is corrected. In the event any revenue vehicle is rejected permanently by the City as a result of the vehicle's conditions, Contractor shall replace the vehicle and will be assessed a \$500 per vehicle

per day fine until the vehicle is replaced with one that is acceptable to the City.

4. A penalty of \$500 per occurrence will be assessed for false representation or non-submittal of performance reports and may be cause for contract termination.
 5. If any regulatory agency or funding source penalizes the City for late, incomplete, or inaccurate data that was the Contractor's responsibility to collect and/or provide to the City, the liquidated damages shall be the amount of the penalty and any administrative costs incurred by the City. Failure to do so shall result in performance penalties of \$25 per day for each day a report is due. Additional penalties may be assessed for failure to submit annual performance reports for regulatory compliance and may be cause for contract termination.
 6. All service complaints including, without limitation, missed pick-ups (thirty (30)) or more minutes past the scheduled pick-up time), late pick-ups (more than ten (10) minutes past the scheduled pick-up time), wheelchair lift failure without substitution, inappropriate advertising or graffiti, and rude behavior (including asking for or demanding tips), whether written or verbal, shall be reported to the City. If the City receives five (5) or more verified service complaints during any calendar month, the City may assess at least one thousand dollars (\$1,000) in liquidated damages to be deducted from the next month's invoice. In the event of such assessment, the City shall notify the Contractor in writing of its intent to assess such liquidated damages and request that the Contractor reduce its invoice by the liquidated damages amount.
- E. Drivers must be available and on-time to ensure consistent and reliable service. All personnel are responsible for knowledge of the service system design and route destinations. Project personnel must maintain a courteous attitude, answering to the best of their ability any passenger questions regarding the provision of service. Personnel must also report all passenger complaints, as well as, operational and maintenance problems promptly to the Project Manager who shall forward the information to the City.
- F. It is probable that the Program will be adjusted at some future time by the City. Adjustments may include, but are not limited to, expanding or decreasing service hours or days of service, or increasing or decreasing service areas, adjusting fares, add service area and/or locations or changing reservations requirements. Contractor is required to make reasonable changes as requested within thirty (30) calendar days of the receipt of notice by the City. If Contractor cannot or elects not to make the changes requested, or costs cannot be agreed on, the City shall have the option of terminating the contract.

- G. As a part of the management and administration of the Program the Contractor shall be required to maintain all project records for good business practices or as required by the City, Metro, and State and Federal laws and regulations.
1. Records and reports should be consistent with all National Transit Database (NTD) requirements, as well as, all other reporting required by Metro.
 2. Contractor may be required to provide additional statistical information, as requested, in order to assist the City in complying with other grant and legislative requirements. The City will use the information requested in this section to monitor and evaluate the productivity of the service. Information must be submitted to the City according to the reporting schedule to be established by the City. All reports shall be submitted to the City in a format approved by the City. The Program Manager will prepare and submit to the City, with appropriate back-up, no later than the sixth working day of each month, a summary report of operations for the service which will include at least:
 - a. Daily totals of ridership by time of day; and drivers' logs and dispatch logs for dates requested for the purpose of documenting on-time performance standards, passenger types any other operating data collected, documenting any discrepancies in the reported number of passengers carried and the amount of fares collected by the operator,
 - b. Passenger pick-up and drop-off times and locations.
 - c. Operational problems, accidents, incidents and passenger complaints, and any actions taken regarding these events. Passenger complaints related to safety or serious operational deficiencies shall be reported by phone to the City no later than the next working day following Contractor's receipt of complaint.
 - d. If applicable, all personnel including safety sensitive employees must provide copies of valid California Department of Motor Vehicle driving licenses, medical certifications, pull notices, and relevant training certificates for the drivers must be copied and sent the City within thirty (30) days of starting services.
 - i. Results of documentation may indicate the need for changes in the level of service or in operational or routing modifications. The provider shall cooperate with the City to improve the transportation operation and maintain flexibility so that service modifications may be implemented quickly.
- H. All drivers shall be required to complete "Incident Reports" arising out of any unusual occurrences during service. Such reports must be submitted to the

City for review within forty-eight (48) hours and shall be submitted after incidents such as, but not limited to: disputes with passengers, passenger complaints, passenger injury, illness or misconduct, or situations that do not follow established City policies.

- I. All patron and vehicle accidents shall be reported to the City by telephone or email immediately during normal business hours and not later than 8:00 a.m. the following day (regardless of the amount of damage or lack thereof) and a police report must be immediately obtained from law enforcement agency that responded to the accident. The Contractor shall submit a written Accident Report to the City within twenty-four (24) hours of any accident.
- J. The City reserves the right to audit all of the Contractor's operational records related to the Program.
- K. The Contractor shall furnish a report with each month's billing giving standard boarding, trip information in terms of miles and hours, number of Stored Value Smart Swipe Cards and vouchers used, and other statistics. The number of trips shall be reported separately from the number of rider transported. The Contractor shall furnish additional reports at the City.
- L. The City may from time to time conduct a survey of passengers to determine satisfaction with the service and collect information that could suggest service improvements. Contractor's drivers may be asked to distribute and collect surveys from passengers.
- M. The Contractor shall work closely with the City to make the service as responsive, cost effective, and complaint-free as possible.
- N. The City will be responsible for receiving and logging complaints and citizen concerns/suggestions, and shall forward copies of comments to Contractor for resolution. The Contractor shall respond to the all complaints within five (5) working days of the date the complaint/comment is received by the City. The response shall be on a form provided by the City, which specifically addresses the complaint as received from the complaint. The completed form shall be submitted to the City. Contractor shall investigate the complaint by collecting pertinent information and derive at a resolution. City reserves the right to exclude any of Contractor's employees or drivers from participating in the Program and derive at a resolution. City reserves the right to exclude any of the Contractor's employees or drivers from participating in the Program due to findings relating to a complaint or service issue.
- 1. If the Contractor receives a complaint, it shall email the City within twenty-four (24) hours of receipt of the complaint. Contractor shall be responsible for maintaining records of each complaint, and shall provide records of complaints to the City on a monthly basis, the date of which to be mutually agreed upon by the parties, for one year following the termination of the contract.

- O. Operational Emergencies. The Contractor shall be responsible for enforcing policies with regard to operational emergencies. The City may revise or establish additional policies. Contractor shall be responsible for the handling and resolution of all applicable operational emergencies and contingencies including, but not limited to, the following:
1. Hazardous Conditions. Vehicle operators shall report all hazardous road conditions (i.e. downed trees, potholes and uneven road surfaces, malfunctioning signals, etc.) in the City to the Contractor's supervisor. Contractor, in turn, shall immediately notify the City of such conditions and shall take necessary precautions to safeguard passengers and personnel.
 2. In-Service Vehicle Failures. Contractor shall require the vehicle operators to report any in-service vehicle failure to the Contractor's supervisor. The supervisor will attempt to ascertain the problem, use good judgement, and instruct the vehicle operator to take appropriate corrective action. If necessary, the supervisor will immediately send another vehicle to the location and passengers will change vehicles and continue in service. Contractor shall report any in-service vehicle failures to the City immediately and not later than the start of the next service day.
 3. Wheelchair Lift Failure. Contractor shall be responsible for the proper operation and maintenance of all wheelchair lifts. Contractor shall require vehicle operators to report all in-service lift failures to the Contractor's supervisor. If the lift fails while attempting to board a wheelchair passenger, the supervisor shall promptly arrange for alternate transportation for the passenger in the wheelchair inconvenienced by the lift breakdown. If the lift fails while attempting to discharge a wheelchair passenger, the operator shall manually operate the lift and notify the supervisor. The supervisor shall arrange a vehicle change as quickly as reasonably possible following any lift failure. Contractor shall report all in-service lift failures to the City no later than the start of the next service day.
 4. Passenger Disturbances. Contractor shall instruct vehicle operators to report graffiti or other vandalism on the vehicles; pushing, shoving, and other disturbing or dangerous conduct; and other serious passenger disturbances to the vehicle operator's supervisor or dispatcher. The supervisor shall use good judgement in handling the passenger disturbance by appraising the situation, issuing appropriate instructions to the operator and request law enforcement assistance if necessary.
 5. Medical Assistance to Passengers. Contractor's employees and contractors shall use good judgement in responding to passenger accidents, injuries, or illnesses occurring on or in the vehicles. In the event of a passenger requiring medical assistance, the driver shall immediately notify 911 for assistance. An incident report shall be completed documenting the incident with a copy no later than the start of the next service day.

6. Accidents. Contractor shall require all drivers to report any accidents or incidents involving the vehicle to the Contractor's supervisor. The supervisor shall use good judgement in handling the situation, and shall immediately notify law enforcement or the fire/paramedics if necessary. The supervisor shall report all accidents to the City by telephone immediately. Both the driver and supervisor will complete an accident report approved by the City with a copy to the City no later than the start of the next service day. The Contractor shall submit all accident-related reports to the DMV as required.

VII. TECHNICAL EQUIPMENT

- A. The Contractor shall have in place a computerized scheduling/dispatching program. Such a program shall be fully described in the Proposal
- B. A telephone system is required to have multiple lines and such capabilities as to handle the number of calls expected. Contractor shall answer calls within thirty (30) seconds, and hold times shall not exceed two (2) minutes.
- C. Contractor shall provide one (1) dedicated toll-free telephone number for the Program reservations for the City. If requested at the time the contract expires, Contractor shall relinquish ownership of all toll-free telephone number(s) to the City and Contractor shall take the burden of any applicable charges in the transferring of ownership of toll-free number.
 1. One TDD phone must also be provided for persons with hearing impairments.
 2. All personnel should be trained to respond accurately and professionally.
- D. Contractor must have email capabilities and a facsimile machine.
- E. The Contractor shall have the ability to communicate with their drivers by either installing a two-way radio communications systems of the Contractor's choice, or by installing a MDT, or mobile application.

VIII. DRUG AND ALCOHOL COMPLIANCE

- A. The Contractor shall have a mandatory controlled substance and alcohol testing certification program. If the It must be in compliance with the provisions of California Government Code Section 53075.5 (b)(30(A))). If the Contractor is a TNC, the Contractor shall comply with the Federal Transit Administration (FTA) requirements for controlled substance and alcohol testing requirements.
- B. Additionally, the City, as a grantee of the United States Department of Transportation (USDOT) requires compliance with Federal Transit Administration (FTA) drug and alcohol testing rules, including, without limitation, Title 49 of the Code of Federal Regulations (CFR), Part 655

(Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations) and Part 40 (Procedures for Transportation Workplace Drug and Alcohol Testing Programs) and Contractor shall comply with the FTA's drug and alcohol testing rules.

As used in this section, "safety-sensitive" functions are defined as follows:

1. Operating a revenue service vehicle, even when not in revenue service.
2. Operating a non-revenue service vehicle, when it is required to be operated by a Commercial Driver's License (CDL) holder.
3. Controlling dispatch or movement of a revenue service vehicle.
4. Maintaining (including repairs, overhaul, and rebuilding) a revenue service vehicle or equipment used in revenue service.
5. Carrying a firearm for security purposes.

Note: Any supervisor who performs, or may be required to perform any of the functions listed above is also considered a safety-sensitive employee.

- C. Contractor has the responsibility to review and analyze all job functions within the company to determine which job classifications are considered "Safety-sensitive".
- D. Contractor must certify that it has or will establish and implement a drug and alcohol testing program in accordance with the requirements of 49 CFR Part 40 and Part 655.
- E. The Contractor will provide the City the following statistics upon request for the following:
 1. Training records
 2. Pre-employment tests
 3. Random drug tests
 4. Post-Accident tests
 5. Follow-up tests
 6. Return to Duty tests
 7. Reasonable suspicion tests
- F. On Pre-Employment tests, Contractor shall provide the City with a complete list of covered employees with negative pre-employment test results,

completed USDOT Federal Custody and Control Form (CCF). Results of testing shall be made available to the City upon request.

G. Contractor shall retain the following records for a five (5) year period commencing the date entered into the agreement:

1. Verified positive drug screen results
2. Alcohol test records of 0.02 or greater
3. Documentation of refusal to take a required drug or alcohol test
4. Documentation of employee disputes
5. Evidential breath device calibration documentation
6. Employee evaluation and referrals
7. Annual MIS reports

H. Contractor shall retain the following records for a period of three (3) years:

1. Information obtained through previous employer record checks.

I. Contractor shall retain the following records for a period of two (2) years:

1. Records related to the collection process (excluding EBT Calibration).
2. Education and training records.

J. Contractor shall retain the following records for a period of one (1) year:

1. Alcohol test results of less than 0.02.
2. Records of negative drug test results.

IX. INCLUSION AND ACCESSIBILITY

A. Contractor shall ensure that patrons with various accessibility needs have access to the Program by providing the following:

1. Wheelchair Accessible Vehicles. Riders who need a wheelchair-accessible vehicle (WAV)
2. WCAG/Section 508 Compliance. Riders who are blind/have low vision and riders who are deaf/hard of hearing are bale to request and complete rides.
3. Anti-Discrimination Policy. Prohibition of discrimination against passengers and drivers on the basis of race, color, national origin, religion, gender

identity, disability, medical condition, marital status, age, or sexual orientation is prohibited, and can result in deactivation.

4. Service Animals. Contractors shall comply with applicable laws and shall have a Service Animal Policy, which states drivers may not deny service or otherwise discriminate against riders with service animals.
5. Deaf/Hard-of-Hearing. Contractor shall help riders who are deaf and hard-of-hearing communicate in situations where the riders and drivers are unable to find each other.
6. Low-Vision and Blind. Contractor shall help with riders with low-vision and blind to request and complete rides.

X. GRATUITIES

- A. Contractor may not request or in any way solicit tips from customers. Tips may be accepted if offered; however, any operator receiving more than one complaint for solicitation of tips will be removed from the Program.

XI. FACILITIES

- A. Contractor shall furnish all facilities, equipment, supplies, and services required in the operation of the Program.

XII. COLLABORATIVE PARTNERSHIPS

- A. The Contractor shall ensure that they have the required license and/or permits, equipment, vehicles and personnel to provide high quality Demand Response Services to residents and agrees to participate in the City's Program.

EXHIBIT B

Contractor shall provide Program services outside the program boundaries specified in Exhibit "A" to the locations listed below:

Bellflower:

1. Bellflower Medical Center – 9542 E. Artesia Blvd
2. DMV – 9520 E. Artesia Blvd.
3. Kaiser Permanente – 9400 E. Rosecrans Ave.
4. Kaiser Permanente – 9333 E. Rosecrans Ave.
5. Kaiser West - 14371-14375 Clark Ave.

Downey:

1. Kaiser Permanente – 9333-9353 Imperial Hwy
2. Kaiser Permanente – 9400 Imperial Hwy
3. Kaiser Permanente – 9449 Imperial Hwy
4. Downey Regional Medical Center – 11500 Brookshire Ave.

Hawaiian Gardens:

1. Tri City Community Hospital – 21530 Pioneer Blvd.

Lakewood:

1. Lakewood Regional Medical Center – 3700 E. South St.

Long Beach:

1. Long Beach Memorial Medical Center – 2801 Atlantic Ave.
2. Long Beach Veterans Administration Hospital – 5901 E. 7th St.
3. St. Mary's Medical Center – 1050 Linden Avenue

Los Alamitos:

1. Los Alamitos Medical Center – 3751 Katella Ave.
2. Reagan Street Surgery Center – 10904 Reagan St.

Norwalk

1. Los Angeles County Registrar-Recorder Office – 12400 Imperial Hwy
2. Social Security Office – 12440 E. Imperial Hwy #170

EXHIBIT C**Price Sheet**

	Years 1-4	Years 5-6 (Optional)
Flag Drop; per trip	\$3.10	\$3.10
Per Mile (\$0.33 per 1/9 mile)	\$2.97	\$2.97
Administrative Overhead: % of net charges charged to City of Artesia where net charges are defined as the total trip charges net of collected revenues	15% of monthly billing	15% of monthly billing
Trip Value Minimum	\$10.00	\$10.00
Trip Value Maximum (only to medical or dental appointments)	\$30.00	\$30.00
MJM Card/per month	\$416.67	\$416.67
Maximum trips per rider per month	50	50
Maximum trips per rider per day (must begin and end within city boundaries)	4	4
User Card	\$5.00	\$5.00



PLANNING COMMISSION AGENDA REPORT

MEETING DATE: April 13, 2026

ITEM NO: 10A.

TO: Mayor and Members of the City Council

SUBJECT: Introduction of an Ordinance Regarding Arco AM/PM Code Amendment and Conditional Use Permit (Case No. 2025-12)

FROM: Steven Valdez, Planning Manager

REVIEWED AND APPROVED BY:

Paul Bollier, Community Development Director

Melissa Burke, Deputy City Manager

HongDao Nguyen, City Attorney

Abel Avalos, City Manager

RECOMMENDATION

Staff recommends the City Council, by motion:

1. Open and conduct a public hearing;
2. Waive Full Reading and Introduce Ordinance No. 26-984, amending AMC §9-2.3203(l) to remove the prohibition on alcohol sales at automobile service stations within the Commercial General (CG) Zone; and
3. Find the Ordinance exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines §§15061(b)(3) and 15378(b)(5).

BACKGROUND

In September 2017, Johal Oil Corporation obtained approval of a Variance and Conditional Use Permit to construct an automobile service station and to allow the off-site sale of beer and wine. A Design Review application was also approved for site improvements and construction of the commercial building and related canopy structure.

At the time of the 2017 approvals, Artesia Municipal Code (AMC) §9-2.3203(l)(4) prohibited the sale of alcoholic beverages at automobile service stations. Because a variance cannot authorize a land use that is expressly prohibited by ordinance, staff has determined that the prior authorization allowing alcohol sales at this automobile service station was issued in error.

The current application was submitted to upgrade the existing alcohol license from a Type 20 (Off-Sale Beer and Wine) license to a Type 21 (Off-Sale General) license and to remove the code prohibition through a Zoning Text Amendment. The proposed amendment would remove subsection (4) of AMC §9-2.3203(l), which currently prohibits alcohol sales in conjunction with automobile service stations.

Planning staff evaluated the application to determine compliance with the City's adopted General Plan policies, Municipal Code regulations, and in conjunction with alcohol license concentration data provided by the California Department of Alcoholic Beverage Control (ABC). Based on the analysis, staff recommended denial of the Zoning Text Amendment and Conditional Use Permit due to the existing over-concentration of alcohol licenses within Census Tract 5545.21, elevated crime in the reporting district, and the policy implications associated with removing a longstanding regulation that prohibits alcohol sales at automobile service stations.

POLICY CONSIDERATIONS

Planning staff maintains that approval of the Zoning Text Amendment would remove a longstanding land use regulation that prohibits alcohol sales at automobile service stations throughout the City. This provision has historically functioned as a regulatory safeguard intended to limit alcohol availability in locations characterized by extended hours of operation, high vehicle turnover, and direct access to major roadways.

While the Planning Commission determined that Public Convenience or Necessity (PCN) could be established for the proposed license upgrade, staff's analysis concluded that the record does not clearly demonstrate that the public benefit of expanded alcohol sales outweighs the potential risks associated with increased alcohol availability in an area already identified by the California Department of Alcoholic Beverage Control as having an undue concentration of off-sale alcohol licenses and elevated crime indicators.

Staff also notes that the current request arises from a 2017 entitlement that authorized alcohol sales despite an existing Municipal Code prohibition. Because a variance cannot legalize a use that is expressly prohibited by ordinance, the prior approval created a procedural inconsistency with the City's adopted regulations.

Ensuring that the Municipal Code is applied fairly and consistently is an important component of the City's land use authority. Addressing past procedural inconsistencies and applying adopted regulations consistently helps maintain the integrity of the City's planning framework and ensures that land use decisions are made using the same standards for all applicants.

Although staff's professional analysis recommended denial of the Zoning Text Amendment and Conditional Use Permit based on these policy considerations, the Planning Commission voted unanimously (5-0) to recommend approval of the Conditional Use Permit and recommend approval of the corresponding Text Amendment to remove the prohibition of alcohol sales at automobile service stations. The analysis below was revised based on Planning Commission's recommended actions.

Scope of City Council Review:

The City Council's action is limited to consideration of a Zoning Text Amendment (Ordinance No. 26-984) to modify the Artesia Municipal Code.

Specifically, the Council is being asked to:

- Remove AMC §9-2.3203(l)(4), which currently prohibits alcohol sales in conjunction with automobile service stations; and
- Determine whether this prohibition should remain as a Citywide land use regulation, or be replaced with a discretionary review requirement through the Conditional Use Permit (CUP) process.

The Conditional Use Permit (CUP) is not before the City Council for approval or denial. The CUP was approved by the Planning Commission on March 17, 2026, and its approval is contingent upon adoption of the Zoning Text Amendment.

The City Council is not evaluating the merits of the Conditional Use Permit, but rather whether the Municipal Code should allow such uses to be considered through a discretionary process.

ANALYSIS

Site and Surrounding Uses

The subject property is located at the southwest corner of Pioneer Boulevard and 168th Street and is developed with an existing automobile service station and convenience market. Properties to the north, south, and east are zoned Commercial General (CG). Properties to the west are zoned Single-Family Residential.

Zoning Text Amendment

To facilitate the upgrade of the existing alcohol license from a Type 20 (Off-Sale Beer and Wine) license to a Type 21 (Off-Sale General) license, a Zoning Text Amendment is required to remove the existing prohibition on alcohol sales at automobile service stations.

Adoption of the Zoning Text Amendment would:

- Eliminate the current code prohibition;
- Allow automobile service stations citywide to apply for alcohol sales through a Conditional Use Permit; and
- Enable the previously approved Conditional Use Permit to become effective.

Removal of the prohibition does not automatically authorize alcohol sales at automobile service stations. All such requests would remain subject to case-by-case discretionary review and approval through the CUP process.

The proposed amendment would remove subsection (4) of AMC §9-2.3203(I), which is shown in bold below:

1. Such use shall not be located within one thousand (1,000) feet from any other use where off-premises alcoholic beverages are sold;
2. Such use shall not be located within six hundred (600) feet from a church, school, playground, or park;
3. Such use shall not be located within one hundred (100) feet of any residential zone; and
- 4. Such use shall not be located on the same lot or parcel, or in conjunction with any premises, which operates an automobile service station or sells gasoline or fuel to the public for the operation of motor vehicles.**

As proposed, the amendment would modernize the Municipal Code by removing a categorical prohibition while maintaining regulatory oversight through performance-based standards applied via the Conditional Use Permit process.

ALCOHOL LICENSE REVIEW AND PUBLIC CONVENIENCE OR NECESSITY

Staff coordinated with the California Department of Alcoholic Beverage Control (ABC) to review alcohol license concentration data within Census Tract 5545.21 and citywide.

Although the Census Tract meets ABC's technical threshold for "undue concentration" pursuant to Business and Professions Code §23958.4, the Planning Commission determined that findings of Public Convenience or Necessity (PCN) can be made based on the following:

- The site has operated with off-sale beer and wine since 2017 without documented nuisance conditions attributable to alcohol sales;
- The upgrade to a Type 21 license expands product offerings but does not increase floor area, hours of operation, or operational intensity;
- The site is located along a major arterial commercial corridor designed to accommodate regional traffic and commercial activity; and

- Potential impacts can be mitigated through conditions of approval, including operational controls, security measures, and compliance monitoring.

The Planning Commission further found that the controlled sale of distilled spirits within an existing convenience market serves consumer demand while remaining subject to regulatory oversight by both the City and ABC.

ENVIRONMENTAL DETERMINATION

The Ordinance is not subject to the California Environmental Quality Act (CEQA) because the Ordinance is not a CEQA “project” pursuant to State CEQA Guidelines section 15378(b)(5), which provides that organizational and administrative activities of governments that will not result in physical environmental impacts are not CEQA projects, and here the proposed Ordinance modifies regulations regarding the sale of alcoholic beverages subject to conditional use permits in the General Commercial (C-G) Zone. Further, the City Council finds that State CEQA Guidelines section 15061(b)(3) exempts those activities for which it can be seen with certainty that there is no potential to result in significant environmental effects. The Ordinance has no potential to result in physical change to the environment, directly or indirectly, as the Ordinance does not propose nor authorize any action that would have the potential to cause a physical change in the environment, directly or indirectly.

PLANNING COMMISSION ACTION

At its February 17, 2026 meeting, the Planning Commission considered the staff report and supporting analysis recommending denial of the proposed Zoning Text Amendment and Conditional Use Permit and voted 5-0 to direct staff to return with a revised resolution reflecting approval findings and conditions of approval. In reaching its recommendation, the Planning Commission considered the following factors:

- The site has operated with off-sale beer and wine since 2017 without documented nuisance conditions attributable to alcohol sales;
- The request represents an upgrade of an existing license rather than the introduction of a new alcohol outlet.

At its March 17, 2026 meeting, the Planning Commission unanimously approved (5-0) a Conditional Use Permit (Approved Resolution attached) to allow an upgrade of the alcohol beverage license from Type 20 (Off-Sale Beer and Wine) to Type 21 (Off-Sale General) license, and recommended that the City Council adopt Ordinance 26-984 to remove subsection (4) of AMC §9-2.3203(l) to eliminate the prohibition on alcohol sales at automobile service stations within the Commercial General (CG) Zone. The approval of the Conditional Use Permit is contingent on the adoption of Ordinance 26-984 to remove the prohibition on alcohol sales at automobile service stations.

The Planning Commission recommends approval of the Zoning Text Amendment based on site performance, regulatory controls, and consistency with General Plan policies.

City Council action is required to:

- Determine whether to remove the existing prohibition on alcohol sales at automobile service stations;
- Establish a discretionary regulatory framework in place of a categorical prohibition; and
- Enable the Planning Commission-approved Conditional Use Permit to take effect, if the Ordinance is adopted.

COUNCIL RECOMMENDED ACTION

Staff recommends the City Council, by motion:

1. Open and conduct a public hearing;
2. Adopt Ordinance No. 26-984, amending AMC §9-2.3203(l) to remove the prohibition on alcohol sales at automobile service stations within the Commercial General (CG) Zone; and

3. Find the Ordinance exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines §§15061(b)(3) and 15378(b)(5).

Attachments

[Ordinance 26-984.pdf](#)

[Letter of Intent.pdf](#)

[Application.pdf](#)

[ABC Analysis.pdf](#)

ORDINANCE NO.26-984

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARTESIA, CALIFORNIA, AMENDING SECTION 9-2.3203(I) TO TITLE 9 OF THE ARTESIA MUNICIPAL CODE AMENDING REGULATIONS RELATED TO ALCOHOL SALES AT AUTOMOBILE SERVICE STATIONS IN THE GENERAL COMMERCIAL (CG) ZONE; AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

WHEREAS, the City of Artesia ("City") is authorized under its police power to enact regulations to preserve the public health, safety, and welfare; and

WHEREAS, Article 32 of Title 9 of the Artesia Municipal Code ("AMC") currently regulates alcohol at gasoline stations in the General Commercial (CG) Zone; and

WHEREAS, the applicant applied for a Zoning Text Amendment application to amend Article 32 of Title 9 of the AMC to remove a restriction prohibiting the sale of alcohol at gasoline service stations in the General Commercial (CG) zone ("Ordinance"); and

WHEREAS, on March 17, 2026, the Planning Commission conducted a duly noticed public hearing to consider the proposed Ordinance, and following receipt of all public testimony, closed the public hearing on that date and adopted Resolution No. 2026-05P, recommending the City Council adopt the Ordinance; and

WHEREAS, the City Council conducted a duly noticed public hearing on April 12, 2026 at which members of the public were afforded an opportunity to comment on the Ordinance, the recommendations of staff, and other public testimony; and

WHEREAS, all legal preconditions to the adoption of the 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 and determines that the Recitals above are true and correct and incorporated herein.

SECTION 2. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) because the Ordinance is not a CEQA “project” pursuant to State CEQA Guidelines section 15378(b)(5), which provides that organizational and administrative activities of governments that will not result in physical environmental impacts are not CEQA projects, and here the proposed Ordinance amends a regulation related to the sale of alcohol for off-site consumption at gasoline stations in the Commercial General (CG) zone. Further, the City Council finds that State CEQA Guidelines section 15061(b)(3) exempts those activities for which it can be seen with certainty that there is no potential to result in significant environmental effects. The Ordinance has no potential to result in physical change to the environment, directly or indirectly, as the Ordinance does not propose nor authorize any action that would have the potential to cause a physical change to the environment, directly or indirectly. The City Council directs staff to file a notice of exemption within five days of the adoption of this Ordinance.

SECTION 3. General Plan Consistency. Based on the entire record before the City Council, and all written and oral evidence presented, the City Council hereby finds that the Ordinance is consistent with the City’s adopted General Plan. The purpose of the proposed Ordinance is to amend Section 9-2.3203(I) of Title 9 related to the sale of alcohol for off-site consumption at gasoline services stations within the General Commercial (CG) zone. The amendment requires applicants to obtain a conditional use permit to sell alcohol for off-site consumption. The conditional use permit will allow staff to address potential impact by means of conditions in order to protect residential areas from the effects of alcohol-related nuisances to preserve real estate values and high quality of life, consistent with Community Policies LU 2.1 and 2.2 in the General Plan. Therefore, the Ordinance is consistent with the General Plan.

SECTION 4. Amendment. Section 9-2.3203(I)(4) is removed from Title 9 of the Artesia Municipal Code as set forth below:

“§ 9-2.3203(I) Uses Permitted Subject to Conditional Use Permits (C-G).

(I) Sales of alcoholic beverages for consumption of alcoholic beverages off the premises, provided that such use complies with the following criteria:

- (1) Such use shall not be located within 1,000 feet from any other use where off-premises alcoholic beverages are sold;
- (2) Such use shall not be located within 600 feet from a church, school, playground or park;
- (3) Such use shall not be located within 100 feet of any residential zone;

~~(4) Such use shall not be located on the same lot or parcel or, in conjunction with any premises, which operates an automobile service station or sells gasoline or fuel to the public for the operation of motor vehicles.~~

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 by the City Council of the City of Artesia, California, at a regular meeting of the City Council held on the 12th day of April, 2026 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

RENE TREVINO, MAYOR

ATTEST:

JENNIFER ALDERETE, CITY CLERK

APPROVED AS TO FORM:

BEST BEST & KRIEGER, CITY ATTORNEY

JOHAL OIL CORPORATION, INC.
16809 PIONEER BLVD.
ARTESIA, CA 90701
(562) 547-3779

July 29, 2025

To: City of Artesia

From: Johal Oil Corporation, Inc.

RE: Application for Conditional Use Permit

Business: Arco Gasoline Station

Property: 16809 Pioneer Blvd., Artesia Ca 90701

Letter of Intent

As you are aware, we have owned the subject property since 2015 and have completely rebuilt the current Arco Gasoline Station-Mini Mart. We have developed a quality property in the City of Artesia and look forward to many years of operation. Currently, our mini-mart operation allows for the sale of beer and wine. We are looking to expand our operation by adding full liquor sales within our mini-mart operation.

By adding the additional liquor sales to our operation, this will allow us to offer additional items for our customers to purchase and will also add additional sales revenue for the city. There will be no consumption of any alcoholic beverages on the premises. Currently, in or near our location, we believe only Stater Bros is selling beer, wine and liquor.

If approved, we will be adding the proper shelving within the mini-mart area and such will be behind our service counters.

We thank you in advance for your consideration and approval. Should you have any questions or concerns, please feel free to contact us.

Sincerely,

Paramjit (PJ) Singh
Johal Oil Corporation, Inc.



18747 Clarkdale Avenue
Artesia, CA 90701
Ph: (562) 865-6262 | Fx: (562) 865-6240

CITY OF ARTESIA
COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

APPLICATION FOR:

(check one of the following)

☐ Design Review ☒ Conditional Use Permit ☒ Determination of Unlisted Use ☐ Variance

CODE Amendment

(For Departmental Use Only)

Case No: _____ Resolution No. _____ Hearing Date: _____

Fee \$: _____ Date Received 8/13 Receipt No: _____

Received By: Steven

(Please Print or Type Legibly)

Name of Applicant: Sohal Oil Corporation, Inc Phone: (562) 547-3779

Mailing Address: 16809 Pioneer Bl Artesia CA 90701
(Street) (City) (State & zip code)

Legal (Property) Owner: _____ Phone: _____

Mailing Address: _____

Email Address: Satt PJSingh@yahoo.com (City) (State & zip code)

Purpose of Request: _____

(A letter of Intent may be attached)

Project Address: 16809 Pioneer Blvd Zoning: _____
Artesia CA 90701

Existing Land Use: _____
(Describe Current Use of Subject Site)

Legal Description: ARCO Gas Station with Mini mart
(Give exact legal description as recorded in the office of the County Recorder, may be attached separately)

Assessor's Parcel Number(s): 7014-004-005

CONDITIONAL USE PERMIT:

This Conditional Use Permit is requested for the following reasons (findings):

1) The proposed conditional use is not in substantial conflict with the General Plan as follows:



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CITY OF ARTESIA

COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

- 2) The proposed conditional use will not adversely affect the health, safety and general welfare as follows:

- 3) The site for the proposed conditional use is adequate in size and shape to accommodate the yards, walls, fences, parking and loading facilities, landscaping, and other development features set forth in this chapter or as required as a condition in order to integrate such use with the uses in the neighborhood as follows:

- 4) The site for the proposed conditional use is served by highways and streets adequate in width and improved as necessary to carry the kind and quantity of traffic such use will generate:

Does the proposed use require a Determination of Unlisted Use?

NO ☒ YES ☐ (If YES, explain the proposed use below)

VARIANCE:

This Variance is requested for the following reasons (findings):

- 1) There are exceptional or extraordinary circumstances or conditions applicable to the property that do not apply generally to other properties in the same vicinity and zone as follows:

- 2) The variance is necessary for the preservation and enjoyment of substantial property rights possessed by owners of other properties in the same vicinity and zone but which is denied the owner of the subject property. These circumstances are:



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- 3) The granting of this Variance will not be materially detrimental to the public welfare or injurious to properties or improvements in the vicinity as follows:

- 4) The granting of this Variance does not constitute a special privilege to the applicant:

Are there any deed restrictions on the subject property that would prohibit any use permitted by said variance?

NO _____ YES _____ (If YES, attach data)

(Please check all that apply)

DESIGN REVIEW:

- | | |
|--|---|
| ☐ Site Plan | ☐ Signs |
| ☐ Façade Improvements | ☐ Landscape Plan |

This Design Review is requested for the following reasons (findings):

- 1) The design and layout of the proposed development or structures is consistent with the City's General Plan, any applicable specific plan, any applicable design guidelines, and the development standards set forth in this chapter as follows:

- 2) The design of the structures, including the layout, size, shape, mass, height, architectural elements and other design factors are appropriate to the size and shape of the lot and are compatible and harmonious with the uses and structures on adjacent properties as follows:



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- 3) The design of the project will provide a desirable environment for its occupants, the visiting public and its neighbors through good aesthetic use of high-quality building materials, design elements, colors, textures, and landscape features as follows:

- 4) The building materials and design features are of a quality and type that will remain aesthetically appealing over time without necessitating frequent and unrealistic maintenance or replacement

IMPORTANT

Any false or misleading information shall be grounds for denying this application.

Signature of Applicant: _____

Date: _____

Signature of Property Owner: _____

Date: _____

(Written authorization may be attached)



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COMMUNITY DEVELOPMENT DEPARTMENT PLANNING DIVISION

INSTRUCTIONS FOR APPLICATION SUBMITTAL:

It is essential that all of the following materials be submitted so that we may process your application:

- 1) **Completed Application** (signed by the applicant and the property owner, if different)
- 2) **Applicable Fees** (plus environmental documentation filing fees):
- 3) **Environmental Assessment Form:** To be completed by the applicant;
- 4) **Letter of Intent:** Prepare a written narrative that describes your request for approval;

Conditional Use Permit/Design Review:

Describe the type of business (in detail) to be conducted at the subject site including: types of items or services to be sold, hours of operation, number of employees, parking accommodations, and any other pertinent information. If you are proposing architectural and/or landscape improvements, please include a description of them.

Variance:

Describe the unique circumstances that apply to your property (i.e. size, shape, location, or topography), why the strict application of the zoning code would deprive you of the privileges enjoyed by other property owners in the vicinity and the same zone district, and why the granting of this variance will not constitute a special privilege. See **Variance findings on page 2-3.**

- 5) ~~15~~ Copies of the following plans, as deemed applicable by staff: **2 hard copies**

- a) Plot plan drawn to scale and fully dimensioned, and including the following information: Scale of plot plan (**Minimum 1/8" = 1'-0" or 1' = 10'-0"**), north arrow, dimensions of site, square footage of site, square footage of structure(s), setbacks, parking, trash storage, signage, landscaped areas, loading and storage areas, etc.;
- b) Floor plan, drawn to scale (**Minimum 1/4" = 1'-0"**) and fully dimensioned;
- c) Elevations, drawn to scale (**Minimum 1/4" = 1'-0"**), and fully dimensioned;
- d) One (1) COLORED set of the elevations and material board.

- 6) One (1) set of all plans reduced in size to 8 1/2" x 11" and a digital file.

- 7) 300' Radius Map:** Clearly indicate all property owners within a 300-foot radius around the project site. Please number each parcel of land within the 300-foot radius so that it corresponds with the property owners' mailing list, which is described below (Item #8). Depending upon the type of use proposed, the Planning Department may also require the applicant to prepare a land use map that labels the use of each property within a 700-foot radius around the subject site (a field survey will be necessary to complete this map). A list of radius map services is attached for your convenience; **needed**

- 8) Property Owners (Mailing Labels):** Mailing address labels shall be submitted along with the 300' Radius Map as described above (Item 7). The labels need to have the following information: property owner's name, street number, city, state, zip code, and Assessors Parcel Number. The mailing address labels shall include all property owners within a 300-foot radius of the project site and it must also correspond with the radius map as described above (Item #8). In addition, please attach one (1) Xerox copy of the mailing address labels. The source of reference for the property **needed**



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PLANNING DIVISION

owner list shall be from the latest available assessment roll of Los Angeles County.

9) **Notarized Affidavit:** the person who draws the 300' radius map (Item #7) and prepares the property owners mailing labels (Item 9) must also sign an affidavit, which must be notarized. This affidavit certifies the property owners list. The document is attached to this application packet;

10) **Any other requirements deemed necessary by staff.**

11) Full application shall be submitted to planning staff at city hall, prior to formal electronic submittal at the **ACCESS ARTESIA PLANNING PORTAL:**

<https://clients.comcate.com/newrequest.php?id=308>



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COMMUNITY DEVELOPMENT DEPARTMENT
PLANNING DIVISION

CERTIFIED PROPERTY OWNERS' LIST AFFIDAVIT

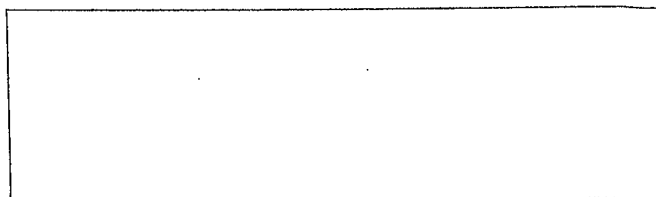
City of Artesia)
County of Los Angeles) ss
State of California)

I, _____, hereby certify that the attached list contains the names and addresses as they appear on the latest available assessment roll of the County of Los Angeles within the area described and for a distance of three hundred (300) feet from the exterior boundaries of the property legally described as:

Signature _____ of _____ Applicant:
Date: _____

Subscribed and sworn before me this _____ day of _____, 20 _____

Notary Public: _____





City of Artesia Community Development Department

18747 Clarkdale Avenue
Artesia, CA 90701 • (562) 865-6262 • Fax (562) 865-6240

300' RADIUS MAP & MAILING LIST SERVICES:

If a project requires a public hearing (i.e. Planning Commission and/or City Council), the applicant needs to submit a 300' radius map and address mailing labels of all the property owners within a 300' radius around the project site. Companies that provide the required radius map and mailing labels service are listed below for your convenience.

Land Development Database Services

Telephone: (888) 272-3487
Fee: No set fee; determined on case-by-case basis
Contact: Gary Perkins

AM Mapping Service

Telephone: (626) 403-1803
Fax: (626) 403-2972
Email: Ammappingsserv@aol.com

Ownership Listing Service

Telephone: (951) 699-8064
Contact: Cathy McDermott
Fee for First List: \$125.00
Fee for update to prior list: \$35.00

NotificationMaps.com

Telephone: (866) 752-6266
668 N coast Hwy. Laguna Beach
94612
Website: www.notificationmaps.com
Email: Sales@notificationmaps.com

L.A. Mapping Service Inc.

Telephone: (626) 280-8382
Contact: Robert Castro
7081 Pinefalls Ave. Walnut 91766
Robert@lamapping.com

Szeto & Associates

Telephone: (626) 512-5050
Fax: (323) 246-4007
Contact: Stan Szeto *
879 W Ashiya Road
Montebello, California 90640
C.U.P., Variance, ABC License
Mapping Service

Susan W. Case Inc.

917 Glenneyre St. # 7
Laguna Beach, CA 92651
www.susancaseinc.com
orders@susancaseinc.com
(949) 494-6105

GC Mapping

3055 W. Valley Blvd
Alhambra, CA 91803
626-441-1080
gcmapping@radiusmaps.com

Radius Maps 4 Less

11808 Letini Dr.
Rancho Cucamonga, CA 91701
(909) 997-9357
www.radiusmaps4less.com
orders@radiusmaps4less.com

Donna's Radius Maps

684 S. Gentry Lane
Anaheim, CA 92807
ddradiusmaps@sbcglobal.net
(714) 921-2921
(714) 458-4798

JOHAL OIL CORPORATION, INC.
16809 PIONEER BLVD.
ARTESIA, CA 90701
(562) 547-3779

July 29, 2025

To: City of Artesia

From: Johal Oil Corporation, Inc.

RE: Application for Conditional Use Permit

Business: Arco Gasoline Station

Property: 16809 Pioneer Blvd., Artesia Ca 90701

Letter of Intent

As you are aware, we have owned the subject property since 2015 and have completely rebuilt the current Arco Gasoline Station-Mini Mart. We have developed a quality property in the City of Artesia and look forward to many years of operation. Currently, our mini-mart operation allows for the sale of beer and wine. We are looking to expand our operation by adding full liquor sales within our mini-mart operation.

By adding the additional liquor sales to our operation, this will allow us to offer additional items for our customers to purchase and will also add additional sales revenue for the city. There will be no consumption of any alcoholic beverages on the premises. Currently, in or near our location, we believe only Stater Bros is selling beer, wine and liquor.

If approved, we will be adding the proper shelving within the mini-mart area and such will be behind our service counters.

We thank you in advance for your consideration and approval. Should you have any questions or concerns, please feel free to contact us.

Sincerely,

Paramjit (PJ) Singh
Johal Oil Corporation, Inc.

INFORMATION AND INSTRUCTIONS -**SECTION 23958.4 B&P**

Instructions

- This form is to be used for all applications for original issuance or premises to premises transfer of licenses.
- Part 1 is to be completed by an ABC employee, given to applicant with pre-application package, with copy retained in holding file or applicant's district file.
 - Part 2 is to be completed by the applicant, and returned to ABC.
 - Part 3 is to be completed by the local governing body or its designated subordinate officer or body, and returned to ABC.

PART 1 - TO BE COMPLETED BY ABC

1. APPLICANT'S NAME

2. PREMISES ADDRESS (Street number and name, city, zip code)

16009 PIONEER BLVD, ARTESIA, CA 90701

3. LICENSE TYPE

OFF-SALE

4. TYPE OF BUSINESS

- | | | | |
|---|--|--|--|
| ☐ Full Service Restaurant | ☐ Hofbrau/Cafeteria | ☐ Cocktail Lounge | ☐ Private Club |
| ☐ Deli or Specialty Restaurant | ☐ Comedy Club | ☐ Night Club | ☐ Veterans Club |
| ☐ Cafe/Coffee Shop | ☐ Brew Pub | ☐ Tavern: Beer | ☐ Fraternal Club |
| ☐ Bed & Breakfast: | ☐ Theater | ☐ Tavern: Beer & Wine | ☐ Wine Tasting Room |
| ☐ Wine only ☐ All | | | |

- | | | | |
|---|--|--|--|
| ☐ Supermarket | ☐ Membership Store | ☐ Service Station | ☐ Swap Meet/Flea Market |
| ☐ Liquor Store | ☐ Department Store | ☐ Convenience Market | ☐ Drive-in Dairy |
| ☐ Drug/Variety Store | ☐ Florist/Gift Shop | ☐ Convenience Market w/Gasoline | |
| ☐ Other - describe: | | | |

5. COUNTY POPULATION

6. TOTAL NUMBER OF LICENSES IN COUNTY

☐ On-Sale ☐ Off-Sale

7. RATIO OF LICENSES TO POPULATION IN COUNTY

☐ On-Sale ☐ Off-Sale

8. CENSUS TRACT NUMBER

5545.21

9. NO. OF LICENSES ALLOWED IN CENSUS TRACT

☐ On-Sale ☒ Off-Sale

10. NO. OF LICENSES EXISTING IN CENSUS TRACT

☐ On-Sale ☒ Off-Sale

11. IS THE ABOVE CENSUS TRACT OVERCONCENTRATED WITH LICENSES? (i.e., does the ratio of licenses to population in the census tract exceed the ratio of licenses to population for the entire county?)

- ☒ Yes, the number of existing licenses exceeds the number allowed
- ☐ No, the number of existing licenses is lower than the number allowed

12. DOES LAW ENFORCEMENT AGENCY MAINTAIN CRIME STATISTICS?

- ☒ Yes (Go to Item #13)
- ☐ No (Go to Item #20)

13. CRIME REPORTING DISTRICT NUMBER

1348

14. TOTAL NUMBER OF REPORTING DISTRICTS

3

15. TOTAL NUMBER OF OFFENSES IN ALL REPORTING DISTRICTS

662

16. AVERAGE NO. OF OFFENSES PER DISTRICT

220.7

17. 120% OF AVERAGE NUMBER OF OFFENSES

264.8

18. TOTAL NUMBER OF OFFENSES IN REPORTING DISTRICT

406

19. IS THE PREMISES LOCATED IN A HIGH CRIME REPORTING DISTRICT? (i.e., has a 20% greater number of reported crimes than the average number of reported crimes as determined from all crime reporting districts within the jurisdiction of the local law enforcement agency)

- ☒ Yes, the total number of offenses in the reporting district equals or exceeds the total number in item #17
- ☐ No, the total number of offenses in the reporting district is lower than the total number in item #17

20. CHECK THE BOX THAT APPLIES (check only one box)

- ☐ a. If "No" is checked in both item #11 and item #19, Section 23958.4 B&P does not apply to this application, and no additional information will be needed on this issue. Advise the applicant to bring this completed form to ABC when filing the application.
- ☐ b. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for a non-retail license, a retail bona fide public eating place license, a retail license issued for a hotel, motel or other lodging establishment as defined in Section 25503.16(b) B&P, or a retail license issued in conjunction with a beer manufacturer's license, or winegrower's license, advise the applicant to complete Section 2 and bring the completed form to ABC when filing the application or as soon as possible thereafter.
- ☒ c. If "Yes" is checked in either item #11 or item #19, and the applicant is applying for an off-sale beer and wine license, an off-sale general license, an on-sale beer license, an on-sale beer and wine (public premises) license, an on-sale general (public premises) license, or an on-sale general music venue license, advise the applicant to take this form to the local governing body, or its designated subordinate officer or body to have them complete Section 3. The completed form will need to be provided to ABC in order to process the application.

Governing Body/Designated Subordinate Name:

FOR DEPARTMENT USE ONLY

PREPARED BY (Name of Department Employee)



CITY COUNCIL AGENDA REPORT

MEETING DATE: April 13, 2026

ITEM NO: 11A.

TO: Mayor and Members of the City Council

SUBJECT: Resolution Regarding the Contingent Designation of Pioneer Boulevard as 'Little India' Upon the Formation of a Business Improvement District

FROM: Carmen Zambrano, Management Analyst

REVIEWED AND APPROVED BY:

Melissa Burke, Deputy City Manager

HongDao Nguyen, City Attorney

Abel Avalos, City Manager

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 26-3082, A Resolution of the City Council of the City of Artesia, California, Designating the Area Along Pioneer Boulevard From 183rd Street to 188th Street as 'Little India,' Contingent Upon the Formation of a Business Improvement District and Adoption of Assessments.

BACKGROUND:

The City has continued to work with its consultant to conduct outreach and feasibility analysis related to a potential BID along the Pioneer Boulevard corridor for the past several months. A Business Improvement District (BID) is a property owner-led initiative formed pursuant to California law, through which assessed property owners fund improvements and services within a defined district. The City's role in this process is to facilitate outreach, provide technical support, and administer the legal formation process, should property owners demonstrate sufficient support. The formation, governance, and ongoing management of the BID are determined by the property owners within the proposed district.

On March 9, 2026, the City Council discussed naming the Downtown corridor in coordination with the proposed BID, directed staff to return with a resolution to designate the area as "Little India," and requested additional information on the area's business composition.

ANALYSIS:

Historical Context

The Pioneer Boulevard corridor has organically developed as a center of Indian and South Asian commerce over the past five decades. The area's roots trace to the early 1970s, when the first Indian-owned businesses began establishing themselves in Artesia to serve a growing South Asian population in the surrounding region. By the early 1980s, a cluster of South Asian-oriented businesses had moved into shops along Pioneer Boulevard, helping to revitalize what had been a declining commercial strip. Through the 1980s and 1990s, the corridor continued to grow as more South Asian businesses moved into the downtown.

The name "Little India" has been in colloquial use for decades and is widely recognized, including on major mapping platforms, as a descriptor for this corridor. Since 2003, businesses in the area have been advocating for formal designation with "Little India" signage along the 91 Freeway. However, the designation has never been formally adopted by the City Council. The proposed resolution represents the first formal civic action to officially recognize the corridor's established identity.

Resolution and District Naming Consideration

The proposed resolution would designate the area along Pioneer Boulevard from 183rd Street to 188th Street, as generally shown in the attached map, as "Little India." The effectiveness of this designation is contingent upon the adoption of the Resolution of Formation of the Business Improvement District (BID) and the adoption of assessments for the general geographic area along Pioneer Boulevard between 183rd Street and 188th Street, as provided in the attached map, and shall not take effect until such actions occur.

This action is intended to serve as a formal civic designation and recognition of the corridor, and is separate from the legal formation and governance of the BID. While the designation may support future branding and place making efforts, the BID, if formed, would independently determine its branding, marketing, and programmatic priorities through its governing body.

Considering the designation concurrently with BID formation allows both efforts to advance in coordinated manner. If approved, the designation and the BID would become effective simultaneously, creating alignment between district identity and organizational structure, while remaining legally and functionally distinct actions.

Adoption of the resolution does not establish the BID, and it does not obligate the property owners to proceed. The BID will only be formed if property owners within the proposed district demonstrate the level of support required under State law and the City Council subsequently approve its formation and assessment through a separate public process.

Business Composition Analysis

As requested by the City Council, staff conducted a field review of businesses within the proposed district area to better understand existing commercial activity and the corridor's overall character. This review consisted of a complete inventory of all active businesses within the study area and focused on identifying businesses with a cultural or regional offering.

For the purposes of this analysis, a "cultural or regional offering" refers to businesses that reflect cultural identity through their goods, services, or marketing. This determination was based solely on publicly visible indicators such as business name, signage, menus, product offerings, and branding, as observed in-person and through publicly available sources such as business websites and online listings. This approach reflects how businesses present themselves to the public.

This analysis is based on a complete dataset of active businesses within the proposed BID area. Because all active businesses were reviewed and categorized using consistent observable criteria, the resulting figures are descriptive of the full population of active businesses in the corridor, providing a reliable basis for understanding overall business composition and visible commercial character.

There are 155 active businesses within the corridor, all of which were observed and reviewed as part of this analysis. Of these, 86 businesses, or 55% of the total businesses, were identified as having a cultural or regional offering. Accordingly, the 55% figure reflects the proportion of all active businesses within the corridor that meet this definition, providing a complete and statistically descriptive snapshot of current conditions within the study area.

See table below for breakdown of businesses identified with a cultural offering:

Cultural or Regional Offering	Count
-------------------------------	-------

Indian	48
South Asian	29
Chinese	4
Indian-Chinese Fusion	3
Ethiopian	1
Filipino	1
Total	86

Based on this breakdown:

- Approximately 93% of businesses with a cultural or regional offering reflect Indian or broader South Asian-oriented goods, services, or marketing.
- Approximately 59% explicitly identify as Indian through their name, branding, or primary offerings.

For purposes of this analysis, businesses categorized as “Indian” are those that clearly promote Indian-specific goods or services (e.g., Indian cuisine, sweets, or specialty retail). Businesses categorized as “South Asian” reflect broader regional influences, including culturally identifiable goods, services, or marketing associated with South Asian countries such as India, Pakistan, Bangladesh, Nepal, and Sri Lanka.

This approach reflects how businesses present themselves to the public and contributes to understanding the corridor’s visible commercial identity. Overall, Indian and South Asian-oriented businesses represent a significant and highly visible presence within the corridor, particularly within the retail and dining environment most experienced by visitors. This concentration contributes to a distinct and recognizable commercial identity.

Based on these observed conditions, the “Little India” designation is intended to reflect the corridor’s visible cultural and commercial character, rather than serve as a comprehensive label for all businesses in the area. This analysis represents a snapshot of current conditions and may evolve over time as businesses change.

Based on the information above, staff recommends that the City Council adopt the proposed Resolution to designate the area as “Little India,” contingent upon formation of the BID and adoption of assessments. Following formation and assessment adoption, staff would coordinate with Caltrans to pursue cultural designation signage along the 91 Freeway to support way finding and reinforce the corridor’s identity.

FISCAL IMPACT:

There is no fiscal impact to the General Fund associated with adoption of this resolution at this time.

RECOMMENDED COUNCIL ACTION:

Staff recommends that the City Council adopt Resolution No. 26-3082, A Resolution of the City Council of the City of Artesia, California, Designating the Area Along Pioneer Boulevard From 183rd Street to 188th Street as ‘Little India,’ Contingent Upon the Formation of a Business Improvement District and Adoption of Assessments.

Attachments

[Resolution 26-3082.pdf](#)

[Resolution 26-3082 Exhibit A - Boundary Map.pdf](#)

RESOLUTION NO. 26-3082

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF ARTESIA, CALIFORNIA, DESIGNATING THE PIONEER BOULEVARD CORRIDOR BETWEEN 183RD AND 188TH STREET AS LITTLE INDIA, CONTINGENT UPON THE SUCCESSFUL FORMATION OF A BUSINESS IMPROVEMENT DISTRICT, AND AFFIRMING THE CITY'S INTENT TO SUPPORT FUTURE PLACEMAKING AND ECONOMIC DEVELOPMENT EFFORTS WITHIN THE DESIGNATED AREA

WHEREAS, the City of Artesia is committed to supporting economic development, revitalization, and placemaking efforts that enhance the vitality of its commercial corridors and reflect the unique identity of its business community;

WHEREAS, the location generally along Pioneer Boulevard between 183rd Street and 188th Street serves as a significant commercial corridor within the City, characterized by a diverse mix of retail, food-based, and service-oriented businesses that contribute to regional economic activity and cultural expression;

WHEREAS, the City engaged a consultant to support outreach, facilitation, and feasibility discussions regarding the potential formation of a Business Improvement District ("BID") pursuant to California Streets and Highways Code Sections 36500 et seq.;

WHEREAS, such efforts include coordination with property owners and stakeholders within the proposed area who have expressed interest in exploring potential BID formation and related economic development tools;

WHEREAS, the potential formation of a BID and its defined legal boundaries remains a separate process that would require compliance with all applicable legal requirements, including property owner participation, public hearings, and future City Council action, and no BID is established by this Resolution;

WHEREAS, as part of ongoing BID feasibility and planning efforts, the City has received feedback and requests from businesses within the corridor area, requesting the area be named "Little India." The City conducted a business composition analysis of existing uses within the proposed corridor area, which reflects a notable concentration of businesses that advertise or otherwise self-identify as Indian and/or South Asian businesses that contribute significantly to the corridor's public-facing identity and consumer experience;

WHEREAS, based on the requests from the businesses and the observable commercial and cultural character, the City Council finds that the corridor possesses a distinctive identity that may be appropriately recognized through a place-based designation for purposes of civic identity, placemaking, and economic development strategy;

WHEREAS, the designation of “Little India” is intended to reflect the observable cultural and commercial character of the retail and food-based environment and does not constitute a regulatory classification, zoning designation, or legal determination regarding business ownership or identity;

WHEREAS, the “Little India” designation established herein is a separate and independent City action from the formation of the BID, and shall not take effect unless and until such BID is formed;

WHEREAS, any future freeway signage shall be coordinated by the City with the California Department of Transportation upon the BID being formed and the naming as described herein taking effect;

WHEREAS, this action is exempt from the California Environmental Quality Act (“CEQA”) pursuant to Section 15378 of the CEQA Guidelines in that it does not constitute a “project” because it is an organizational and planning action that does not have the potential to result in a direct or reasonably foreseeable indirect physical change in the environment; and,

WHEREAS, any future actions involving physical improvements, installations, or capital projects within the designated area will be subject to environmental review under CEQA prior to implementation, as applicable.

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

SECTION 1. The City Council of the City of Artesia hereby designates the corridor along Pioneer Boulevard between 183rd Street and 188th Street, as depicted on the attached map, incorporated herein by this reference as Exhibit “A”, as “Little India” for purposes of civic identity, cultural recognition, and future economic development and placemaking efforts.

Substantially within this proposed area

SECTION 2. The designation provided in Section 1 is contingent upon the formation of a Business Improvement District (BID) and adoption of assessments within the general geographic area along Pioneer Boulevard between 183rd Street and 188th Street as provided in Exhibit “A.”

SECTION 3. The purpose of this designation is to support a cohesive identity for the corridor that reflects its observable character and to assist in future discussions related to economic development, tourism promotion, and corridor enhancement strategies.

SECTION 4. Nothing in this Resolution shall be construed to classify, regulate, or define any individual business based on cultural, ethnic, or national identity within the designated area.

SECTION 5. This Resolution shall not take effect immediately upon adoption. Rather, the effective date of this Resolution shall be the effective date of the adoption of the Resolution of Formation of the BID and adoption of assessments for the the general geographic area along Pioneer Boulevard between 183rd Street and 188th as provided in Exhibit "A."

SECTION 6. The process to implement signage for a cultural designation on the freeway for "Little India" shall take effect following the effective date of this Resolution, as provided in Section 5.

SECTION 7. If any provision of this Resolution shall be held or made invalid by a court decision, statute or rule, or shall be otherwise rendered invalid, the remainder of this Resolution shall not be affected thereby.

PASSED, APPROVED, AND ADOPTED this 13th day of April, 2026.

RENE TREVINO, MAYOR

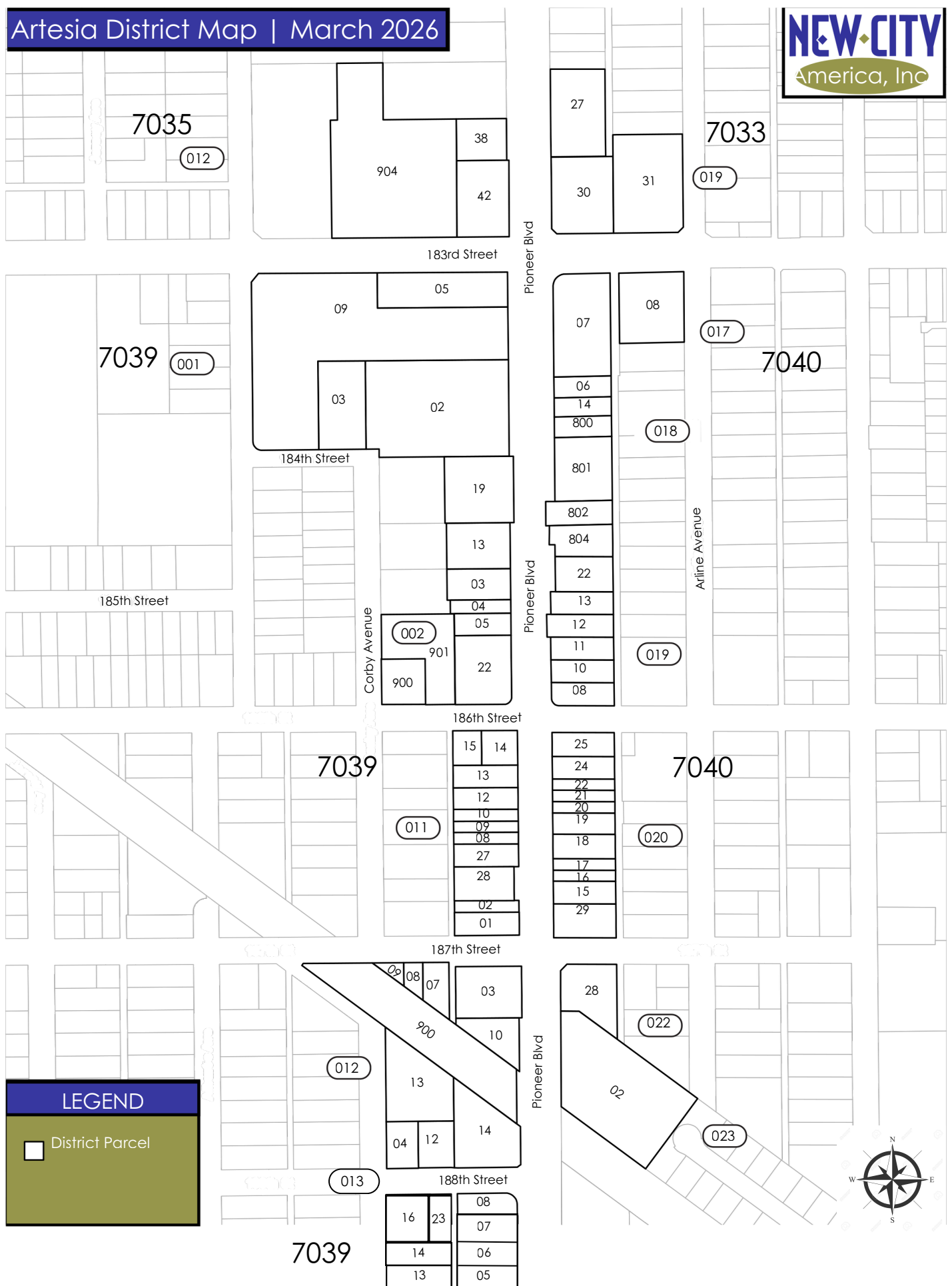
ATTEST:

JENNIFER ALDERETE, CITY CLERK

APPROVED AS TO FORM:

BEST BEST & KRIEGER, CITY ATTORNEY

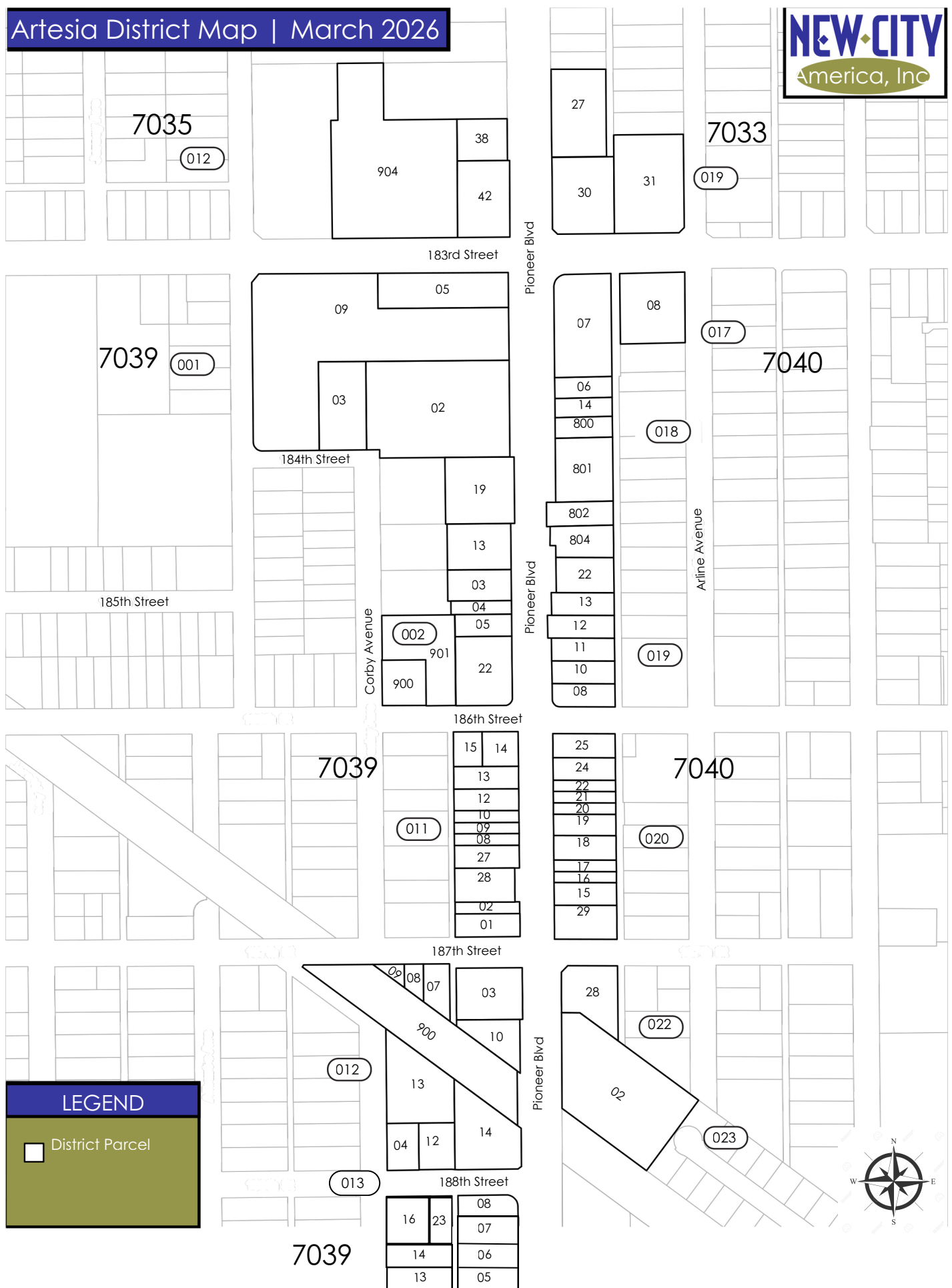
EXHIBIT "A"
TO RESOLUTION NO. 26-3082
(BOUNDARY MAP ATTACHED)



LEGEND

District Parcel







CITY COUNCIL AGENDA REPORT

MEETING DATE: April 13, 2026

ITEM NO: 11B.

TO: Mayor and Members of the City Council

SUBJECT: Introduction of an Ordinance Relating to New Developments' Annexation into Financing Districts

FROM: HongDao Nguyen, City Attorney

REVIEWED AND APPROVED BY:

Melissa Burke, Deputy City Manager

Jamie Murguia, Finance Manager

Abel Avalos, City Manager

RECOMMENDATION:

Staff recommends that the City Council, by motion, introduce Ordinance No. 26-985, adding Chapter 16 to Title 18 of the Artesia Municipal Code Relating to New Developments' and Annexation into Financing Districts and Setting Alternatives and Exemptions; and Determining the Ordinance to be Exempt from CEQA.

BACKGROUND:

In 2017, the City of Artesia ("City") established the City of Artesia, Community Facilities District No. 2017-1 (Services), Los Angeles County, State of California (the "District"), pursuant to the Mello-Roos Community Facilities Act of 1982 (Gov. Code § 53311 *et seq.*) (the "Act"). The District was created in order to provide a method of funding specified services for new residential development occurring within the City. The District levies special taxes on parcels of taxable property therein to provide necessary public services including police, fire, ambulance, flood and storm protection, maintenance and lighting of parks, parkways, streets, roads, and open space (the "Services").

Under the Act, the City may annex additional residential property to the District, and following its formation, the City has conducted annexations of additional property to the District. This item would create a regulation to formally require all new residential development occurring within the City to annex into the District or similar community facilities district. This is to meet increased demands placed upon the City's services as a result of new residential development. The proposed regulations also provide that if a subject property does not annex into the District, for whatever reason, then the property owner shall pay for the Services that would have been covered by the District at the rate and method of apportionment of special taxes approved in connection with the District. In other words, the project applicant for new residential development has the option to either privately fund the costs of the services applicable to their project or it may elect to annex said property into the District to meet this requirement.

ANALYSIS:

Approval of this item balances the City's need to meet increased demands from new development and implement prudent fiscal policies to ensure new residential development pays its fair share of the costs of services. The regulation also facilitates the production of affordable housing by exempting deed restricted affordable housing project, as specified in the proposed ordinance. Additionally, any property receiving a welfare exemption pursuant to Revenue and Taxation Code section 214(g) will be exempt from the special tax of the District pursuant to Government Code section 53340(c) for as long as the property qualifies for the exemption.

If approved, the Ordinance would add Chapter 16 to Title 18 of the Artesia Municipal Code as described in the attached Ordinance. Chapter 16 would require all new development to fund the increased costs of the City's services through annual payments. For properties that have annexed in to the District, the payments would be annual payments of special taxes collected on the county annual property tax rolls.

FISCAL IMPACT:

There is no fiscal impact to the City's general fund if this item is approved. This item is designed to reduce reliance on the City's general fund. The costs associated with annexations into the District, or another special financing district, will be paid for through a deposit collected from the developer to complete such annexation. The ongoing services to be funded will be paid for through special taxes imposed and collected on the county's property tax roll annually.

RECOMMENDED COUNCIL ACTION:

Staff recommends that the City Council, by motion, introduce Ordinance No. 26-985, adding Chapter 16 to Title 18 of the Artesia Municipal Code Relating to New Developments' and Annexation into Financing Districts and Setting Alternatives and Exemptions; and Determining the Ordinance to be Exempt from CEQA.

Attachments

[Ordinance No 26-985.pdf](#)

ORDINANCE NO. 26-985

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF ARTESIA, CALIFORNIA, ADDING CHAPTER 16 TO TITLE 8 OF THE ARTESIA MUNICIPAL CODE RELATING TO NEW DEVELOPMENTS AND ANNEXATION INTO FINANCING DISTRICTS AND SETTING ALTERNATIVES AND EXEMPTIONS; AND DETERMINING THE ORDINANCE TO BE EXEMPT FROM CEQA

WHEREAS, the City of Artesia ("City") is authorized under its police power to enact regulations to preserve the public health, safety, and welfare;

WHEREAS, in 2017, the City established the City of Artesia, Community Facilities District No. 2017-1 (Services), Los Angeles County, State of California (the "District"), pursuant to the Mello-Roos Community Facilities Act of 1982 (commencing with Gov. Code § 53311 *et seq.*) (the "Act") in order to provide a method of funding specified services for the development occurring within the District and to pay all costs associated with forming the District;

WHEREAS, pursuant to article 3.5 of the Act, the City may annex additional property to the District and the City has conducted annexations of additional property to the District subsequent to its formation;

WHEREAS, the District levies special taxes on parcels of taxable property therein for the purpose of providing quintessential and necessary public services including police, fire, ambulance, flood and storm protection, maintenance and lighting of parks, parkways, streets, roads, and open space (the "Services"). The City Council formed and approved the District through Resolution Nos. 17-2661, 17-2662, and 17-2663;

WHEREAS, the City Council wishes to formalize a condition upon which all new residential development occurring within the City must annex into the District, or similar community facilities district to meet increased demands placed upon the City as a result of new development of real property;

WHEREAS, the proposed regulations provide that if a subject property does not annex into the District, for whatever reason, then alternatively, the property owner shall pay for the services that would have been covered by the District providing the Services at the rate and method of apportionment of special taxes approved in connection with the District;

WHEREAS, the Ordinance balances the City's need to meet increased demands from new development and facilitate the production of affordable housing by applying to all new development but exempting deed restricted affordable housing, as specified;

WHEREAS, the Housing Accountability Act expressly allows a city to impose conditions of approval as long as the conditions do not render a project infeasible or reduce the project's density. (Gov. Code, §§ 65589.5(d), (j)(1).) Formalizing a condition for new development to annex into the City's District or otherwise provide an alternative funding plan would not render a development project infeasible or reduce any project's density because such condition does not impact unit quantity, unit size, building height, setbacks, lot coverage or any other design feature. If a development is annexed into the District, then annual costs would not be borne by the property owner developing the property, but would be borne by the individual property owners who subsequently purchase each unit. Additionally, any property receiving a welfare exemption pursuant to Revenue and Taxation Code section 214(g) shall be exempt from the special tax of the District pursuant to Government Code section 53340(c); and

WHEREAS, on April 13, 2026, the City Council considered a staff report and public testimony regarding the proposed Ordinance, and all legal preconditions to the adoption of the 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 and determines that the Recitals above are true and correct and incorporated herein.

SECTION 2. CEQA. The City Council finds that this Ordinance is not subject to the California Environmental Quality Act (CEQA) because the Ordinance is not a CEQA "project" pursuant to State CEQA Guidelines section 15378(b)(5), which provides that organizational and administrative activities of governments that will not result in physical environmental impacts are not CEQA projects, and here the proposed Ordinance establishes a funding mechanism for the City to provide certain operations and maintenance of the Services. Further, the City Council finds that State CEQA Guidelines section 15061(b)(3) exempts those activities for which it can be seen with certainty that there is no potential to result in significant environmental effects. The Ordinance has no potential to result in physical change to the environment, directly or indirectly, as the Ordinance does not propose nor authorize any action that would have the potential to cause a physical change to

the environment, directly or indirectly. The City Council directs staff to file a notice of exemption within five days of the adoption of this Ordinance.

SECTION 3. Amendment. Chapter 16 is added to Title 8, “Building Regulations,” of the Artesia Municipal Code as set forth below:

“Chapter 16 **COMMUNITY FACILITY DISTRICTS**

§8-16.01 **Establishing a New or Annexation Into An Existing Community Facilities District to Fund Services.**

- (a) *Definitions.* Whenever any of the following names or terms are used in this Chapter, those names or terms shall be deemed and construed to have the meaning ascribed to it in this section as follows, all other names or terms not listed shall have their ordinary meaning ascribed:

“**Affordable Unit**” shall mean any unit within a development that is subject to an executed, legally binding covenant, recorded against the subject property, guaranteeing the affordability of such unit to persons of low, very low, or moderate income for at least 35 years. An Affordable Unit includes, but is not limited to, any unit that is deed restricted affordable in accordance with applicable state housing law (e.g., Government Code, § 65915)..

“**Building Permit**” shall mean an official, written document issued by the City of Artesia granting legal permission to start construction, reconstruction, or physical alteration of a structure.

“**CFD No. 2017-1**” shall mean the City of Artesia Community Facilities District No. 2017-1 (Services), Los Angeles County, State of California.

“**Community Facilities District**” shall mean a legally constituted governmental entity established pursuant to Chapter 2.5 of the Act for the sole purpose of financing facilities and Services.

“**New Development**” shall mean any residential development project requiring a building permit for the construction, reconstruction, or physical alteration of improved or unimproved real property.

“**Rate and Method of Apportionment of Special Taxes**” or “**RMA**” shall mean that certain document known as the “City of Artesia Community Facilities District No. 2017-1 (Services) Rate and Method of Apportionment” for CFD No. 2017-1 or similar document for another Community Facilities District which defines how to calculate and allocate the maximum special taxes per parcel of taxable property.

“Services” shall mean the services as defined in section 53313 of the Act, including, but not limited to, police; fire and ambulance; flood and storm protection; maintenance and lighting of parks, parkways, streets, roads, and open space; and the maintenance and operation of any real property or other tangible property with an estimated useful life of five or more years that is owned by the City.

“The Act” shall mean the Mello-Roos Community Facilities Act of 1982, being Chapter 2.5 of Part 1 of Division 2 of Title 5 of the California Government Code, commencing with section 53311 *et seq.*, as amended.

- (b) *Purpose and Intent.* It is the purpose of this Chapter to establish regulations and standards that all New Development occurring in the City mitigate its impacts on the City’s Services including, without limitation, police, fire, ambulance, flood and storm protection, maintenance and lighting of parks, parkways, streets, roads, and open space by providing a funding mechanism to provide Services, whether they are increases to existing Services or new Services to be provided.
- (c) *New Development.* As a condition to the issuance of a Building Permit for any New Development occurring in the City for which a Building Permit is required, the owner of land for which such Building Permit is sought shall be required to annex the real property for which the permit is sought into CFD No. 2017-1 or other Community Facilities District in existence at the time of Building Permit application, or, at the property owner’s election, the property owner shall establish a new Community Facilities District for the purpose of funding the costs of providing the Services.
- (d) If a property proposed for New Development is not successfully annexed into CFD No. 2017-1 or another existing Community Facilities District, or is otherwise not included in a Community Facilities District providing Services, or the property owner elects not to join any Community Facilities District, then the property owner shall, at the time of applying for a Building Permit, provide payment for the Services that would have been covered by a Community Facilities District at the Rate and Method of Apportionment of Special Taxes approved in connection with the formation of the respective Community Facilities District for the duration of 75 years.
- (e) Subsections (b) through (d) do not apply to any of the following:
 - (1) The construction, reconstruction, or physical alteration of any existing structure or portion thereof in which the final floor area does not exceed the floor area existing prior to such construction, reconstruction, or physical alteration, unless such property is being converted from a non-residential

property use into a residential property use. In such event of a property being converted from a non-residential property use into a residential property use, the converted property shall be subject to the provisions of this Chapter and the requirement to provide funding for the Services.

(2) Any Affordable Unit. However, if a unit ceases to be an Affordable Unit, as defined herein, then the unit will be subject to a Community Facilities District or applicable payment.

(3) The development of an accessory dwelling unit (ADU) or junior accessory dwelling unit (JADU) pursuant to Government Code section 66310 *et seq.* and Article 45 of Title 9 of this Code.

(4) Any non-residential property. For purposes of this section, non-residential property shall include but not be limited to all property classified as transient property such as hotels and motels.

(5) Any property that has received a welfare exemption under subdivision (g) of Section 214 of the Revenue and Taxation Code pursuant to Government Code section 53340(c)."

SECTION 4. Effective Date. This Ordinance shall become effective 30 days following its adoption.

SECTION 5. 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 6. 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 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 Artesia, California, at a regular meeting of the City Council held on the 11th day of May, 2026 by the following vote:

RENE TREVINO, MAYOR

ATTEST:

JENNIFER ALDERETE, CITY CLERK

APPROVED AS TO FORM:

BEST BEST & KRIEGER, CITY ATTORNEY



CITY COUNCIL AGENDA REPORT

MEETING DATE: April 13, 2026

ITEM NO: 11C.

TO: Mayor and Members of the City Council

SUBJECT: City Paid Parking Program

FROM: Paul Bollier, Community Development Director

REVIEWED AND APPROVED BY:

Melissa Burke, Deputy City Manager

Jamie Murguia, Finance Manager

HongDao Nguyen, City Attorney

Abel Avalos, City Manager

RECOMMENDATION:

Staff recommends the City Council approve, and direct staff to take the following actions:

1. Return with a five-year Professional Service Agreement (PSA) with Passport Labs, Inc. for a Mobile Pay application to manage the hourly paid parking program in the designated areas of the City including the downtown and the Residential Parking Permit Program;
2. Return with an agreement to secure three physical parking meters in the paid parking areas downtown to meet the requirements of SB532;
3. Approve the recommendation from the Public Safety Commission to standardize paid parking fees at \$2.00 per hour for both on-street and off-street parking in the downtown area and remove the first hour free offering and return with a corresponding ordinance to adjust the parking fees;
4. Approve the recommendation from the Public Safety Commission to update the Artesia Municipal Code regarding the Residential Parking Permit Program to reduce the number of qualified residential permits issued per household to three per household, change visitor passes from annual to as needed 24-hour permits, and to charge fees to cover the cost of managing the program.

BACKGROUND:

Downtown Paid Parking

In December 2012, the City of Artesia ("City") executed a contract with Cale America dba Flowbird for the purchase of fourteen (14) parking meters. These machines were placed throughout the downtown area, including the City parking lot, to manage approximately 175 spaces. The parking user would enter the vehicle license plate, enter the length of time of stay, purchase and print out the parking receipt to then be placed in a visible location within the vehicle.

Originally, the rates were established at \$1.50 per hour for street parking and \$1.00 per hour for the City parking lot. The days and hours established for paid parking were Monday thru Sunday from 11:00 AM to 8:00 PM. The payment options available on the meters included coin, currency and credit card payment. In 2018 the City Council voted to permit the first hour of parking free in the downtown area. In order to log the start time for the first hour free, parking users had to register at a meter and pay \$0.25 for 15 minutes (following the hour free) to log their license plates. Due to merchant service fees and gateway service fees, the City loses approximately \$0.10 on every payment transaction for the first hour free made by a parking user.

Residential Permit Parking Program

In 2013, the City Council amended the Artesia Municipal Code to create a Residential Permit Parking Program ("Program") surrounding the downtown area. The Program was created to ensure visitors downtown did not avoid paying parking fees by parking in residential neighborhoods surrounding the downtown paid parking areas. The Program has been expanded since then to also include two other neighborhoods where residents requested permit parking. In the Residential Parking Permit Program areas, the City currently issues up to five (5) free annual residential parking permits for vehicles registered at each address and three (3) free annual visitor parking permits per each household in the designated areas. This program is currently offered free of charge, and the City does not recoup any costs of administering the program.

Parking Enforcement is tasked with monitoring and enforcing both paid parking and residential permit parking, as well as issuing citations to violators.

Staff presented this item to the Public Safety Commission on March 19, 2026. The Public Safety Commission made several recommendations, which are provided in detail below.

ANALYSIS:

Downtown Paid Parking

Data analyzed below over the past three calendar years identified the following Parking Enforcement actions taken toward issuing citations for paid parking violations and parking permit violations. In addition, the revenue collected from the paid parking meters during those periods is also identified.

YEAR	VIOLATION	AMC	QUANTITY	AMOUNT
2023	Permit Parking Violation	4-4.603	371	\$ 11,920.00
	Paid Parking Violation	4-4.713	412	\$ 16,120.00
	Parking Meter Revenue Collected			\$ 56,463.31
		TOTAL		\$ 84,503.31
2024	Permit Parking Violation	4-4.603	145	\$ 5,080.00
	Paid Parking Violation	4-4.713	227	\$ 8,960.00
	Parking Meter Revenue Collected			\$ 54,748.17
		TOTAL		\$ 68,788.17
2025	Permit Parking Violation	4-4.603	181	\$ 5,960.00
	Paid Parking Violation	4-4.713	268	\$ 10,280.00
	Parking Meter Revenue Collected			\$ 23,512.41
		TOTAL		\$ 39,752.41

Over the three-year period, from 2023 to 2025, the parking meters began to malfunction often; and as such, Parking Enforcement often reduced patrol in those areas. Around September 2025, the City discontinued the paid parking meter program and parking enforcement in the downtown because too many meters were not working and the vendor shared most machine internal mechanics were past their usable life and could not be repaired. Since this time the City has been reviewing options related to removing the 14 parking meters and implementing a mobile pay parking application in lieu of physical meters.

Senate Bill 532 (SB 532) was passed in 2024, which prohibits city agencies to require payment for parking by mobile pay only. SB 532 requires agencies to also provide on site parking machine payment options. To meet this criteria, the City is researching opportunities to secure three paid parking meters to meet the requirements of SB 532.

The City currently manages Code Enforcement and Parking Enforcement citation processing through the third-party vendor Data Ticket. The City is currently implementing new software with OpenGov to manage Planning, Building, Public Works Encroachment Permits and Code Enforcement by the second calendar quarter in 2026. OpenGov will have the ability to issue and manage Code Enforcement citations and penalties, removing the need to continue to use Data Ticket for Code Enforcement. Knowing this, Staff has researched mobile pay software platforms that are able to manage both paid parking programs and citation management needs for the Parking Enforcement Division.

The City interviewed four companies for mobile based parking applications; Passport Labs, Inc., T2 Parking, Park Mobile and Just Park/Park Hub. Presentations from all vendors focused on services related to parking user interface, pricing adaptability to City software platforms and enforcement services. Of the four companies interviewed, Passport Labs, Inc. was the preferred vendor which offered a mobile application along with a user friendly mobile pay website, citation management software for parking enforcement, and the ability to customize a residential parking permit program. The software also has the ability to be downloaded on to handheld ticketing machines/printers. Passports software also allows the Parking Enforcement Officer to scan multiple vehicle license plates at one time, versus individual entries, making the enforcement of the parking program more efficient for officers. Staff is recommending moving forward with an agreement with Passport Labs, Inc. for mobile pay and parking management software.

With the Metro line expanding into Artesia, Metro is proposing the construction of a five-story parking garage with over 350 parking stalls to be located south of 187th Street and Pioneer Boulevard. At this time, it is expected Metro will charge between \$3.00 to \$4.00 per day. In order to provide ample parking for shoppers and facilitate better revenue streams to the business owners in the downtown area, the Public Safety Commission recommends applying parking fees through a mobile pay application that exceed Metro fees to eliminate Metro users from choosing to park on the street for long periods of time.

The City reviewed fees charged in other cities for both on-street and off-street parking and found fees ranged from \$2.00-\$5.00 per hour. The Passport Mobile Pay application generates merchant service fees and a gateway service fee that are applied to each parking user transaction; these fees are then passed onto the City for payment. The Public Safety Commission is recommending City Council consider removing the first hour free parking and establish all paid parking including downtown be at a flat fee of \$2.00 per hour.

Residential Parking Permit Program:

Staff also reviewed the Program with the Public Safety Commission with the suggestion to make the program more effective and efficient. In 2025, there were a total of 477 free annual residential parking permits issued and 865 free annual visitor passes issued, in association with 342 addresses in the residential parking permit areas. Staff recommended utilizing the Passport Labs, Inc. parking management software to manage this Program, reducing the excessive amount of staff hours spent creating and reissuing the passes each year, removing the requirement that passes be displayed in vehicles because the management software can utilize license plates to validate parking, and providing the residents access to apply for passes on their own time, rather than be limited to the hours City Hall is open.

Following this discussion, the Public Safety Commission is recommending City Council charge an annual fee for qualified residential parking permits in the amount of \$10.00 per permit to cover the costs of the software, credit card fees, transaction fees, and staff time to manage the program. In addition, the Public Safety Commission is also recommending City Council reduce the number of annual residential parking permits issued per household from five to three per household.

Passport Labs' parking management software has the ability to issue as needed visitor parking passes through the residential parking permit program application. The Public Safety Commission is recommending City Council update the visitor parking program from automatically issuing three free annual visitor passes and begin charging for a 24-hour visitor permit fee to have better control over visitor parking permits and provides more flexibility with residents when more than three visitors are needed. City staff and the Public Safety Commission recommend charging for these passes. Staff recommends charging \$4.00 to the parking user to cover the costs of the software, credit card fees, transaction fees, and staff time to manage the program.

If the City Council agrees with modifying the Program, Staff will return with an ordinance to amend the Artesia Municipal Code and a Resolution to establish the recommended fees to cover the cost of operating the program.

FISCAL IMPACT:

There is no fiscal impact associated with this report. If the Council directs staff to return with agreements, code amendments, and/or fee resolutions, the fiscal impacts associated with each item will be for subsequent fiscal years, and will be analyzed with each action item.

For informational purposes, the cost of the Passport Labs mobile pay application and management software is approximately \$8,000 annually, and Staff is recommending implementation in Fiscal Year 2026-27.

RECOMMENDED COUNCIL ACTION:

Staff recommends the City Council approve, and direct staff to take the following actions:

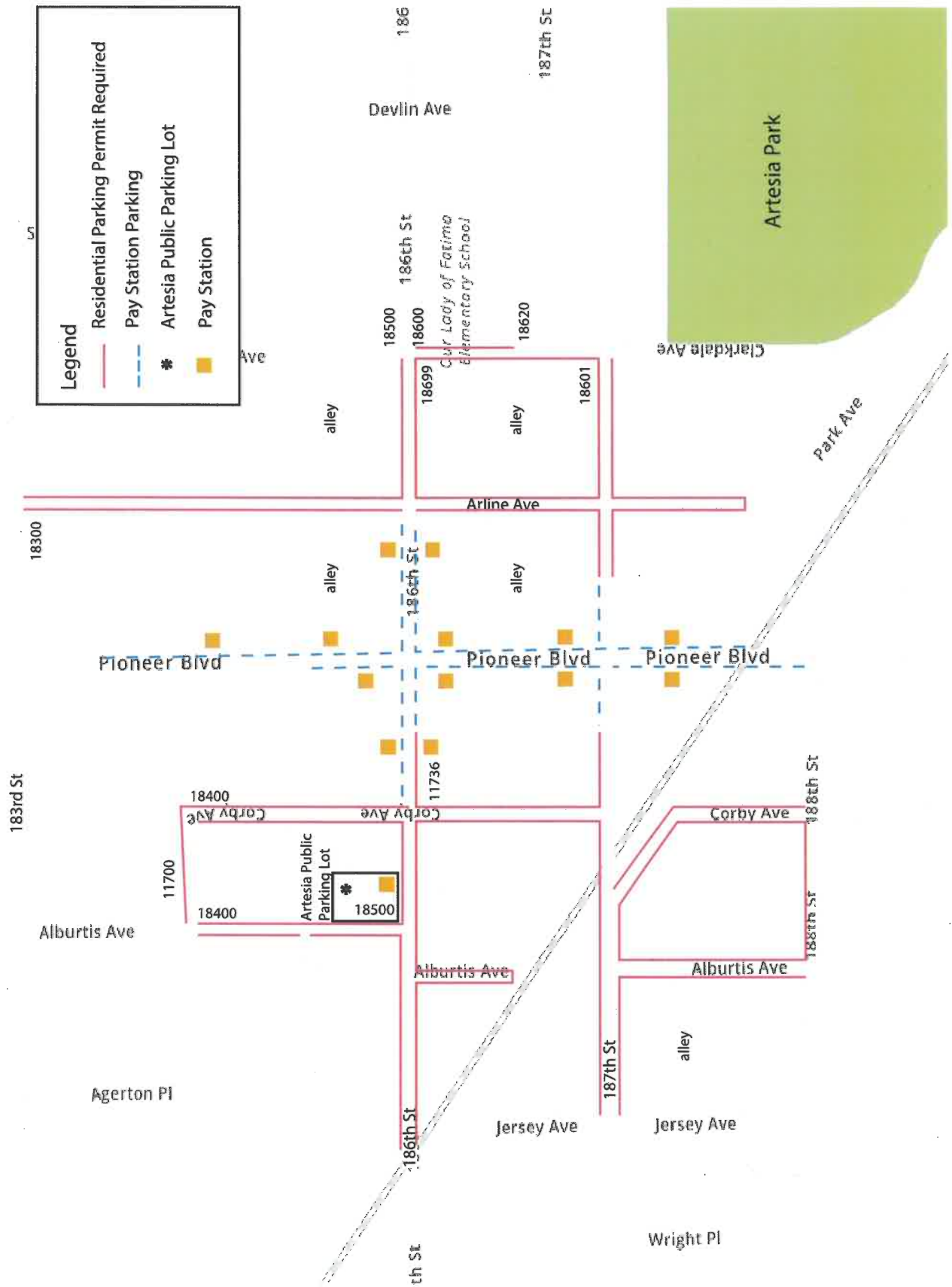
1. Return with a five-year Professional Service Agreement (PSA) with Passport Labs, Inc. for a Mobile Pay application to manage the hourly paid parking program in the designated areas of the City including the downtown and the Residential Parking Permit Program.
2. Return with an agreement to secure three physical parking meters in in the paid parking areas downtown to meet the requirements of SB532;
3. Approve the recommendation from the Public Safety Commission to standardized paid parking fees at \$2.00 per hour for both on-street and off-street parking including the downtown area and remove the first hour free offering and return with a corresponding ordinance to adjust the parking fees;
4. Approve the recommendation from the Public Safety Commission update the Artesia Municipal Code regarding the Residential Parking Permit Program to reduce the number of qualified residential permits issued per household to three per household, change visitor passes from annual to as needed 24-hour permits, and to charge fees to cover the cost of managing the program.

Attachments

[Artesia Parking Map.pdf](#)

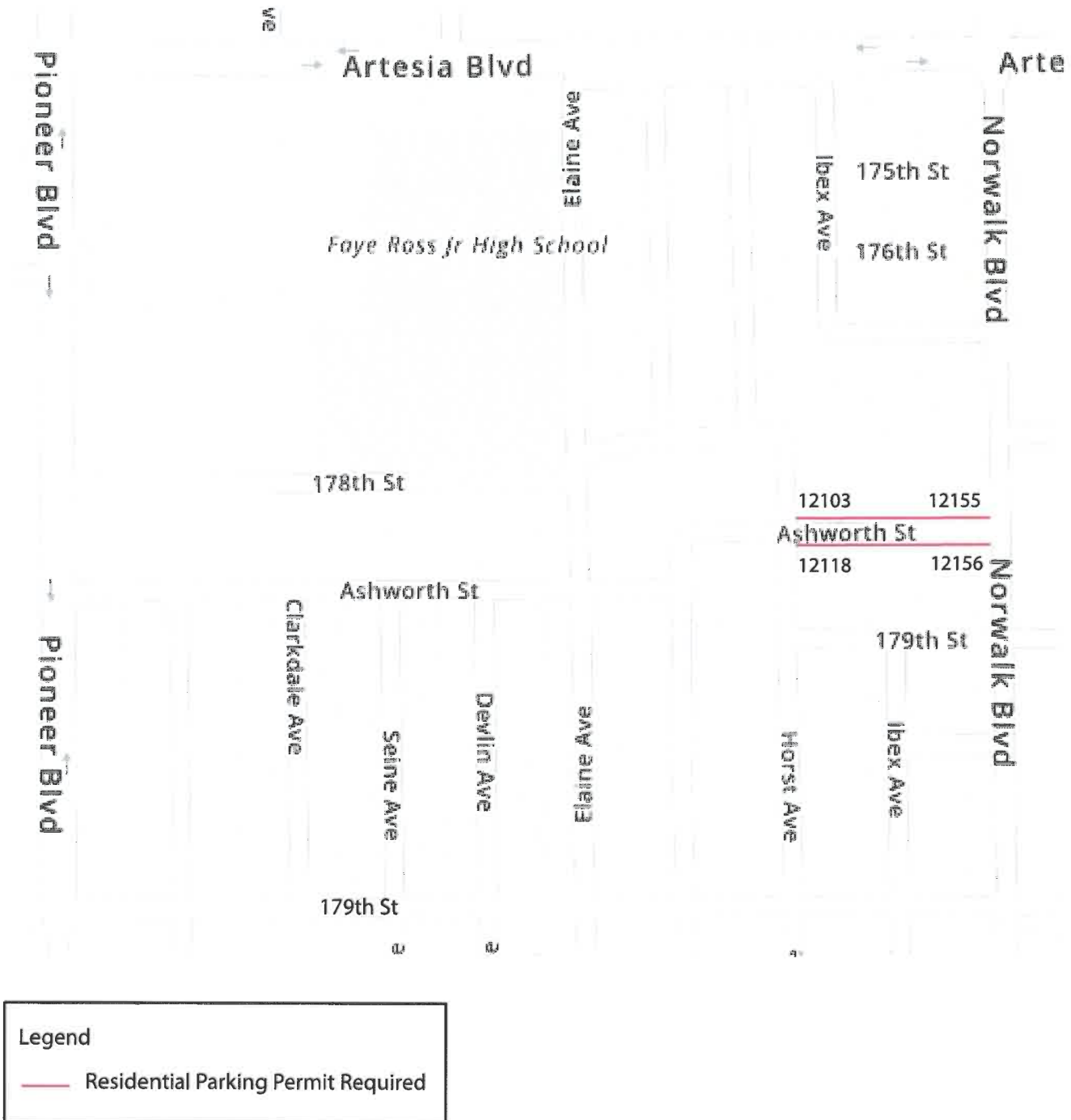
[Financial Schedule.pdf](#)

City of Artesia - Downtown Parking Permit Program



City of Artesia - Residential Parking Permit Program

A parking permit is needed to park on the street on Ashworth St. between Horst Ave. and Norwalk Blvd.
Eligible addresses for this parking permit zone on Ashworth St. for addresses between 12103 - 12156.
17804 Horst Ave. is also eligible for a parking permit.



City of Artesia - Residential Parking Permit Program

A parking permit is needed to park on the street from 17518-17724 Roseton Ave.



Legend

— Residential Parking Permit Required

	PRODUCT AND SERVICES	COST	NOTES
YEAR 1	CMP Annual Software Licensing Fee	WAIVED	Passport providing two (2) Zebra Handheld Packages Includes Printer (\$4,000) No Cost to City
	DPP Annual Software Licensing Fee	\$ 4,000	
	ANNUAL TOTAL	\$4,000	
YEAR 2	CMP Annual Software Licensing Fee	\$ 4,000	
	DPP Annual Software Licensing Fee	\$ 4,000	
	ANNUAL TOTAL	\$ 8,000	
YEAR 3	CMP Annual Software Licensing Fee	\$ 4,000	
	DPP Annual Software Licensing Fee	\$ 4,000	
	ANNUAL TOTAL	\$ 8,000	
YEAR 4	CMP Annual Software Licensing Fee	\$ 4,000	
	DPP Annual Software Licensing Fee	\$ 4,000	
	ANNUAL TOTAL	\$ 8,000	
YEAR 5	CMP Annual Software Licensing Fee	\$ 4,000	
	DPP Annual Software Licensing Fee	\$ 4,000	
	ANNUAL TOTAL	\$ 8,000	



CITY COUNCIL AGENDA REPORT

MEETING DATE: April 13, 2026

ITEM NO: 11D.

TO: Mayor and Members of the City Council

SUBJECT: Code Enforcement Process and Approval of Mobile Surveillance Camera Lease

FROM: Paul Bollier, Community Development Director

REVIEWED AND APPROVED BY:

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

RECOMMENDATION:

Staff recommends the City Council receive and file the code enforcement presentation, approve the use of the \$25,000 to lease a mobile surveillance camera as a pilot program for (FY) 2025-26 and provide feedback to staff for Fiscal Year (FY) 2026-27 recommendations.

BACKGROUND:

On March 9, 2026, the City Council approved the 2026 Goal Setting Report and requested the Community Development Department create a presentation on how Code Enforcement conducts case management and how that aligns with the beautification goals the City Council sets for the City of Artesia ("City").

Code Enforcement Response:

Every year, Code Enforcement responds to a wide range of reported property and building maintenance, illegal bulky items, business license and other municipal code violations. Residents and business owners typically open an anonymous investigation through our city website or a phone call to City Hall. We also receive complaints from City staff, City Council members and appointed Commissioners.

- **Types of Violations:** Reports commonly concern property maintenance (overgrown vegetation, junk, debris), building maintenance (unpermitted construction, electrical issues), and zoning issues.
- **Partnership:** Code Enforcement cannot not function in a silo; it must work closely with other departments/divisions such as Public Works, Planning, and Building and Safety ("B&S") in a multi-directional approach. As violations occur, communication and pictures are shared with Planning and B&S to ensure plans are submitted and approved by Planning and B&S correctly. As permits are issued, inspections are performed by both Code Enforcement and B&S to ensure compliance is met and Code Enforcement may close cases when compliance is met.

Enforcement Process:

Once a violation is identified, the City generally follows a structured legal path through communication and establishing appropriate timelines for the City and the property owner to work toward. Although there are additional options the City can implement to gain compliance through court orders such as inspection warrants, abatement warrants and receivership, the goal is to establish a partnership with the property owner to resolve the violations before having to resort to those type of actions, such as the steps below:

1. **Investigation:** An inspector investigates the reported complaint and determines if there is a violation of a Municipal Code or a B&S Code.
2. **Notification:** A written Notice of Violation (NOV) is sent to the property owner, historically offering a "grace period" of 10 days for voluntary compliance. The City recently changed the long-standing "grace period" from 10 days to 7 days to abate the violation before the next step of enforcement is taken. Code Enforcement has full authority to apply less than a 7 day "grace period" based on the type of violation(s) identified and manages this on a case-by-case bases.
3. **Abatement:** Code Enforcement communicates with the property owner with the goal to effectively remove blighted properties and ensure the health, safety and welfare of the community without further enforcement action. If the property owner is non-responsive, the officer must take the next step of enforcement action by issuing a citation in order to gain compliance. The frequency of citations is based on the complexity of the violation and responsiveness of the violator until the violation(s) are abated.

ANALYSIS:

Vacant Property Ordinance

On April 14, 2025, City Council adopted Vacant Property Ordinance No. 25-966 requiring property owners to register their property(s) and adhere to specific maintenance requirements. Currently there are 40 known vacant properties within the City, with 14 of these properties having structures. With the continued focus on beautification in FY 2026-27 Code Enforcement will continue to manage existing vacant properties; as additional vacant properties are identified, they will be added to the inventory list and managed accordingly.

Illegal Bulky Items and Graffiti Management

Under the City contract with CR&R, residential property owners have the ability to schedule four free annual bulky item pick ups each year. During FY2024-25 a total of 1,333 addresses were scheduled for free bulky item pick ups by CR&R. In addition, the City partnered with CR&R and provided four additional free bulky item pickup at local parks for residents of Artesia to utilize and continued this opportunity for FY2025-26. In FY 2025-26, Code Enforcement opened 139 illegal bulky item dumping cases, yet the number of illegal bulky item dumping found in the City is still a concern for the community.

There are very specific locations in the City that continue to have illegal bulky item dumping and graffiti occurrences; many of those instances occur after hours. Having eyes in those areas after hours is a key asset and Southwest Patrol does report on bulky items they observe during their nightly patrols. However, the use of mobile surveillance cameras and the opportunity to capture video/pictures of dumping occurring would provide the City tangible evidence to then hold perpetrators accountable and change unwanted behaviors. Cameras can capture vehicle license plates and/or capture individuals dumping bulky items and returning to their property, providing Code Enforcement to cite dumping property owners. The FY 2025-26 includes \$25,000 for a commercial security camera program that staff is recommending be used to lease a mobile security camera as a pilot program for the duration of the Fiscal Year and budgeting an additional camera for next fiscal year. Additionally, staff is evaluating resources to better address bulky items and graffiti management and will be including supplemental resources in the FY 2026-27 Budget.

FISCAL IMPACT:

The cost to the General Fund for FY 2025-26 budget will be \$25,000 for one mobile surveillance camera and has been budgeted, and therefore there is no additional impact to the General Fund. Staff is planning to budget \$56,000 to address beautification efforts in the City for two mobile surveillance cameras in FY 2026-27.

RECOMMENDED COUNCIL ACTION:

Staff recommends the City Council receive and file the code enforcement presentation, approve the use of the \$25,000 to lease a mobile surveillance camera as a pilot program for (FY) 2025-26 and provide feedback to staff for Fiscal Year (FY) 2026-27 recommendations.