



AGENDA

REGULAR MEETING

LA PALMA CITY COUNCIL

TUESDAY, DECEMBER 10, 2024

Marshall Goodman
Mayor

Mark Waldman
Mayor Pro Tem

Debbie S. Baker
Council Member

Janet Keo Conklin
Council Member

Nitesh P. Patel
Council Member

5:30 PM Closed Session
6:30 PM Open Session
La Palma City Hall
Council Chambers
7822 Walker Street, La Palma

CALL TO ORDER

CLOSED SESSION (5 ITEMS)

CS-1 CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code section 54957.6.

Agency Designated Representatives: Conal McNamara, City Manager
Ryan Hallett, Assistant City Manager

Employee Organizations: La Palma General Employees Association
La Palma Police Association
La Palma Professional Employees Association

Unrepresented Employees: Executive Management

CS-2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

December 10, 2024 | 1

(Pursuant to paragraph (1) of subdivision (d) of Section 54956.9)

Name of Case: Sarkis Tatarian v. City of La Palma, et al.
Case No. OCSC 30-2024-01375931-CU-WM-CJC

CS-3 CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Pursuant to Government Code Section 54956.8)

Property: 5022 Crescent Avenue, La Palma, California

Agency negotiator: Conal McNamara, City Manager
 Ryan Hallett, Assistant City Manager

Negotiating parties: George Adamian

Under negotiations: Price and/or terms of a purchase

CS-4 CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2), (e)(2), (e)(3): (1 case – Unispec Notice of Potential Claim #1 – attached without enclosures)

CS-5 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2), (e)(2), (e)(3): (1 case – Unispec Notice of Potential Claim #1 – attached without enclosures)

OPEN SESSION TO BEGIN AT 6:30 PM

PLEDGE OF ALLEGIANCE

Mayor Pro Tem Waldman

INVOCATION

Deacon Vernon Atwood, St. Irenaeus Catholic Church
Council Member Baker

ROLL CALL

PROCEDURAL ITEMS (2 ITEMS)

PI-1 Resolution Declaring Results of the November 5, 2024, General Municipal Election

1. Adopt a Resolution reciting the facts of the General Municipal Election held on November 5, 2024, and declaring the results; adopt Initiative Ordinance 2024-03, affirming voter approved Measure W regarding limiting term limits of council members to three terms with a four-year cooling-off period and a sunset provision in the event that the City returns to at-large elections; and
2. Conduct presentations to outgoing Mayor Marshall Goodman; and
3. Perform the City Clerk's administration of the official Oath of Office and Induction of Debbie S. Baker, Vikesh P. Patel and Mark I. Waldman.

PI-2 City Council Reorganization

It is recommended that the City Council conduct its annual reorganization by selecting the positions of Mayor and Mayor Pro Tem.

PRESENTATIONS

None Scheduled.

ORAL COMMUNICATIONS (Time Limit: 5 Minutes Each)

Time has been reserved at this point in the Agenda for persons wishing to speak on any item that is not listed on the Agenda. By law, the City Council is prohibited from taking action on such oral comments. The matter will be automatically referred to staff for appropriate response or action or will be placed on the Agenda of a future meeting. Matters listed on the Agenda may be addressed either at this time or at the time they are before the City Council for discussion.

CONSENT CALENDAR (9 ITEMS)

All matters listed under Consent Calendar will be acted upon by one motion affirming the action recommended on the Agenda. There will be no separate discussion on these items prior to voting unless members of the City Council, Staff, or the public request

that specific items be removed from the Consent Calendar for separate action. Any member of the public who wishes to discuss a Consent Calendar item should come forward to the microphone and, upon recognition by the Mayor, state their name, address, and the item number.

1. **Waive the Reading of All Ordinances**

Recommendation that the City Council waive the reading of all Ordinances in their entirety and read by title only.

2. **Approval of Council Minutes**

Recommendation that the City Council approve the Minutes of the November 5, 2024, Regular Meeting of the City Council.

3. **Approval of Register of Demands**

It is recommended that the City Council adopt a Resolution approving the Register of Demands for November 19, 2024, and December 3, 2024.

4. **Contract Amendment for Grant Writing and Funding Advocacy Consulting Services**

It is recommended that the City Council authorize the City Manager to execute a contract amendment with Townsend Public Affairs for grant writing and funding advocacy consulting services, extending the contract term through December 31, 2026.

5. **Notice of Completion and Acceptance of Work for Notice of Completion for Zone 7 Slurry Seal Improvements**

It is recommended that the City Council accept the work and authorize the Public Works and Community Services Director to file the Notice of Completion and Acceptance of Work with the Orange County Recorder for the Zone 7 Slurry Seal Project, City Project No. ST-373.

6. **Second Reading and Adoption of an Ordinance Amending Portions of the City Zoning Code (Chapter 44 of the La Palma Municipal Code) for Parking, Signage, and Housing Definitions in Compliance with State Housing Laws and the City's Housing Element**

It is recommended that the City Council conduct the second reading and adopt an Ordinance amending portions of the City Zoning Code (Chapter 44 of the La Palma Municipal Code) for parking, signage, and housing definitions in compliance with State Housing Laws and the City's Housing Element.

CEQA exempt pursuant to Section 15060(c)(2) and 15061(b)(3)

7. **Water Staffing Augmentation Update**

It is recommended that the City Council authorize the City Manager to allocate up to an additional \$50,000 for water staff augmentation services with Water Workforce.

8. **Additional Budget Appropriation for the Various Median Islands Project**

It is recommended that the City Council:

1. Appropriate additional construction funding in the amount \$291,000; and
2. Authorizes the City Manager or his designee to execute all necessary change order expenditures within the requested amount.

9. **Request for City Clerk/Executive Assistant Position Overhire and Compensation and Classification Plan Adjustment**

It is recommended that the City Council:

1. Approve an overhire for the City Clerk/Executive Assistant position; and
2. Adopt a Resolution amending the Memorandum of Understanding and Salary Schedule for the La Palma Professional Employees Association and the Management Employees Personnel Resolution; and
3. Adopt a Resolution amending the Fiscal Year 2024-25 Adopted Budget to include a salary adjustment for the City Clerk/Executive Assistant position and funding for the temporary addition of a full-time equivalent.

PUBLIC HEARINGS

None Scheduled.

REGULAR ITEMS (1 ITEM)

10. **Appointments to External Committees and Internal Subcommittees**

It is recommended that the City Council discuss the External Committee and

Internal Committee appointments pursuant to revised Council Policy 1 – City Council Norms and appoint Representatives and Alternates, where appropriate, to the various External and Internal Committees.

COUNCIL MEMBER AB1234 REPORTS, REPORTS FROM CITY-AFFILIATED COMMITTEES, AND COUNCIL REMARKS

CITY MANAGER REMARKS

CITY ATTORNEY REMARKS

ADJOURNMENT

NOTE: As a general rule, staff reports or other written documentation have been prepared or organized with respect to each item of business listed on the agenda. Copies of these materials and other disclosable public records distributed to all or a majority of the members of the City Council in connection with an open session item on the agenda are on file and available for inspection with the Office of the City Clerk, City Hall, 7822 Walker Street, during regular business hours 7:30 A.M. to 6:30 P.M., Monday through Thursday. If such writings are distributed to members of the Council on the day of a City Council meeting, the writings will be available at the entrance to the City Council Chambers. If you have any questions regarding any item of business on the agenda for this meeting, any of the staff reports, or other documentation relating to any agenda item, please contact the City Clerk at (714) 690-3334.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, you should contact the City Clerk at (714) 690-3334. Notification 48 hours prior to the meeting will enable the City to make reasonable accommodations to ensure accessibility to this meeting.

City of La Palma

Agenda Item No. PI-1



MEETING DATE: December 10, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Kimberly Kenney, City Clerk

AGENDA TITLE: Resolution Declaring Results of the November 5, 2024, General Municipal Election

RECOMMENDED ACTION:

1. Adopt a Resolution reciting the facts of the General Municipal Election held on November 5, 2024, and declaring the results; adopt Initiative Ordinance 2024-03, affirming voter approved Measure W regarding limiting term limits of council members to three terms with a four-year cooling-off period and a sunset provision in the event that the City returns to at-large elections; and
2. Conduct presentations to outgoing Mayor Marshall Goodman; and
3. Perform the City Clerk's administration of the official Oath of Office and Induction of Debbie S. Baker, Vikesh P. Patel and Mark I. Waldman.

SUMMARY:

California Elections Code Section 10263(b) requires that "the governing body meet at its usual place of meeting no later than the next regularly scheduled city council meeting following presentation of the 28-day canvass of the returns, or at a special meeting called for this purpose, to declare the results and to install the newly elected officers."

The County of Orange certified the results of the November 5, 2024, Municipal Election on December 3, 2024. Based on the County's certification, Debbie S. Baker was elected to serve another four-year Council Member term in newly designated District 1; Mark I. Waldman was elected to serve another four-year Council Member term in newly designated District 5; and Vikesh P. Patel was elected to serve his first four-year term in newly designated District 3.

In addition, the City Council introduced an Initiative Ordinance to change term limits, which was approved to move forward to the voters by the City Council at the June 4, 2024, Regular Meeting by adopting Resolution 2024-26. The Orange County Registrar of Voters assigned the title of this initiative as Measure W. Under State law, this ballot measure required a majority vote of the electorate to be effective. Based on the County's certification, Measure W was approved by just over 58% of La Palma residents.

It is important to note that with the passing of Measure W, the election clock resets this year so that any member of the City Council can serve up to three terms, followed by a break in service of one four-year term; therefore, the two incumbents - Debbie S. Baker and Mark I. Waldman - who were voted into office in 2020 at large, are re-elected, but now serving their first four-year term in their new districts, Districts 1 and 5, respectively.

A resolution declaring the results of the General Municipal Election is attached for adoption. Exhibit "A" to the Resolution, which was received from the County on December 3, 2024, is the certification form from the Orange County Registrar of Voters, and provides the number of votes cast for the candidates and votes cast for Measure W, the total vote-by-mail ballots cast, and the total voter turnout.

Ordinance No. 2024-03 declares passage of Measure W and Section 3 states that it shall go into effect ten (10) days after the date on which the election results are declared by the City Council.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Resolution Certifying 2024 Election Results
2. Term Limit Ordinance Approved by Voters

RESOLUTION NO. 2024-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LA PALMA CALIFORNIA, RECITING THE FACTS OF THE GENERAL MUNICIPAL ELECTION HELD ON NOVEMBER 5, 2024, AND DECLARING THE RESULT AND OTHER SUCH MATTERS AS PROVIDED BY LAW

WHEREAS, a General Municipal Election was held and conducted in the City of La Palma, California, on Tuesday, November 5, 2024, as required by law; and

WHEREAS, notice of the election was given in time, form and manner as provided by law; voting centers and ballot drop boxes were properly established; election officers were appointed; and in all respects the election was held and conducted and the votes were cast, received and canvassed and the returns made and declared in time, form and manner as required by the provisions of the Elections Code of the State of California for the holding of elections in general law cities; and

WHEREAS, pursuant to Resolution No. 2024-25 adopted on June 4, 2024, the County Election Department canvassed the returns of the election and has certified the results to this City Council and the results are received, attached and made a part hereof as “Exhibit A.”

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

SECTION 1. The names of persons voted for at the election for District Member of the City Council are as follows:

Debbie S. Baker, District 1
Vikesh P. Patel, District 3
Mark I. Waldman, District 5

SECTION 2. The number of votes given at each precinct and the number of votes given in the City to each of the persons above named for the respective offices for which the persons were candidates listed in Exhibit “A” attached hereto.

SECTION 3. The City Council does declare and determine that: Debbie S. Baker was elected as District 1 Member of the City Council for the full term of four years; Vikesh P. Patel was elected as District 3 Member of the City Council for the full term of four years; and Mark I. Waldman was elected as District 5 Member of the City Council for the full term of four years.

SECTION 4. The City Clerk shall immediately make and deliver to each of the persons so elected a Certificate of Election signed and authenticated by the City Clerk. The City Clerk shall also administer to each person elected the Oath of Office prescribed in the Constitution of the State of California and shall have them subscribe to it and file it in the Office of the City Clerk. Each and all of the persons elected shall then be inducted into the respective office to which they have been elected.

SECTION 5. At said General Municipal Election, the following ballot measure was submitted to the voters of the City of La Palma as Measure W:

To expand the ability of La Palma voters to choose who is elected to city council; provide the opportunity for more consistent community leadership; and broaden the candidate pool for newly created district elections; shall voters limit city council members to three consecutive terms in office with a mandatory four year out of office period, which will expire if council elections return to at-large elections?

SECTION 6. The number of votes given for and against Measure W are listed in Exhibit “A” attached hereto.

SECTION 7. The City Council does declare and determine that a majority of voters voting on Measure W voted it its favor.

SECTION 8. Given that Measure W is a proposed ordinance for the change in the term limits of City Council Members, which requires the approval of a simple majority of voters to be effective, and given that this Resolution declares that a majority of voters voting on Measure W voted it its favor, the proposed ordinance increasing the terms of City Council Members to three consecutive terms with a mandatory four year out of office period is hereby deemed adopted as Ordinance No. 2024-03, in accordance with the vote of the people, and shall become effective ten (10) days after the City Council certifies the results of the election, which is December 20, 2024.

SECTION 9. The City Clerk shall enter into the records of the City Council of the City of La Palma, a statement of the result of the election, showing: (1) the whole number of votes cast in the City; (2) the names of the persons voted for in each prospective District; (3) for what office each person was voted for; (4) the total number of votes given to each person; (5) the measure voted upon; and (6) the number of votes given for and against the measure.

SECTION 10. The City Clerk shall certify to the passage and adoption of this resolution and enter it into the book of original resolutions.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 10th day of December, 2024.

Marshall Goodman
Mayor

ATTEST:

Kimberly Kenney, CMC
City Clerk

Resolution No. 2024-____
Page 2 of 3

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF LA PALMA)

I, KIMBERLY KENNEY, City Clerk of the City of La Palma, California, DO HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of said City at a regular meeting of said City Council held on the 10th day of December 2024, and that it was so adopted by called vote as follows:

AYES:

NOES:

ABSENT:

Kimberly Kenney, CMC
City Clerk

**CERTIFICATE OF REGISTRAR OF VOTERS TO RESULT OF THE
CANVASS OF THE PRESIDENTIAL GENERAL ELECTION RETURNS**

I, Bob Page, Registrar of Voters of Orange County, do hereby certify the following to be a full, true, and correct Statement of the Vote, consolidated with the Presidential General Election held on November 5, 2024.

MEMBER OF THE CITY COUNCIL, DISTRICT 1

VOTE CENTER BALLOTS CAST:	325
VOTE-BY-MAIL BALLOTS CAST:	1,160
TOTAL BALLOTS CAST:	1,485

VOTE CENTER BALLOTS CAST:	290
VOTE-BY-MAIL BALLOTS CAST:	999
TOTAL BALLOTS CAST:	1,289

VOTE CENTER BALLOTS CAST:	350
VOTE-BY-MAIL BALLOTS CAST:	1,135
TOTAL BALLOTS CAST:	1,485

MEASURE W

YES
NO

4,022
2,874

VOTE CENTER BALLOTS CAST:
VOTE-BY-MAIL BALLOTS CAST:
TOTAL BALLOTS CAST:

1,634
5,901
7,535

I hereby certify that the number of votes cast for each candidate and measure is as set forth above and appears in the Certified Statement of the Vote.

WITNESS my hand and Official Seal this 3rd day of December, 2024.



A handwritten signature in black ink, appearing to read "Bob Page", is written over the printed name.

BOB PAGE
Registrar of Voters
Orange County

ORDINANCE NO. 2024-03

AN ORDINANCE OF PEOPLE OF THE CITY OF
LA PALMA, CALIFORNIA, AMENDING SECTION 2-8 OF
THE LA PALMA CITY CODE TO CHANGE THE TERMS OF
OFFICE ALLOWED FOR CITY COUNCILMEMBERS FROM
TWO TO THREE CONSECUTIVE TERMS SUBJECT TO A
SUNSET PROVISION IF THE CITY TRANSITIONS BACK
TO AT-LARGE ELECTIONS

THE PEOPLE OF THE CITY OF LA PALMA DO ORDAIN AS FOLLOWS:

SECTION 1. City Code Amendment. Section 2-8 of the La Palma City Code is hereby amended to read as follows:

Sec. 2-8. – Term of office for Councilmembers

- (a) No person shall hold office as a member of the City Council for more than three consecutive terms. Any person may hold office as a member of the City Council for more than three terms if he or she does not hold office as a member of the City Council for four or more consecutive years immediately following the conclusion of each three consecutive terms of office as a member of the City Council.
- (b) If a person serves for at least two years of a term, that person for purposes of subsection (a) of this section shall be considered to have served a full four-year term.
- (c) The term limits established by this section shall only be applicable to all terms of office for members of the City Council commencing with the terms of members of the City Council elected at the November 5, 2024, City general municipal election. If it is determined that the term limits established by this section cannot legally be made applicable to the terms for the offices that are filled at said election, then they will still be effective as to all instances of the filling of the office of a member of the City Council, whether it be by appointment or election, that occur after this section goes into effect.
- (d) In the event that the City switches its system for electing the City Council from by district to at-large, as currently provided by Article XIII of Chapter 2 of the La Palma Municipal Code, the term limits established by this section shall revert back to the term limits in effect prior to November 5, 2024, as follows in paragraphs (1)-(3) and Section 2-8, subsections (a)-(c) shall no longer be operative:
 - (1) No person shall hold office as a member of the City Council for more than two consecutive terms. Any person may hold office

as a member of the City Council for more than two terms if he or she does not hold office as a member of the City Council for two or more consecutive years immediately following the conclusion of each two consecutive terms of office as a member of the City Council.

(2) If a person serves for at least two years of a term, that person, for purposes of subsection (a) of this section, shall be considered to have served a full four-year term.

(3) The term limits established by this section shall only be applicable to all terms of office for members of the City Council commencing with the terms of members of the City Council elected at the November 5, 1996, City general municipal election. If it is determined that the term limits established by this section cannot legally be made applicable to the terms for the offices that are filled at said election, then they will still be effective as to all instances of the filling of the office of a member of the City Council, whether it be by appointment or election, that occur after this section goes into effect.

SECTION 2. Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase added by this Ordinance, or any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of competent jurisdiction, such decision shall not affect the validity of effectiveness of the remaining portions of this Ordinance or any part thereof.

SECTION 3. Effective Date. This Ordinance shall become effective only upon adoption by a majority of the people voting on the measure to adopt this Ordinance at the general municipal election on November 5, 2024. This Ordinance shall be considered as adopted upon the date that the vote on this Ordinance is declared by the City Council for the City of La Palma, and shall go into effect 10 days after that date.

SECTION 4. Execution. The Mayor is hereby authorized to attest to the adoption of this Ordinance by the voters of the City of La Palma by signing where indicated below.

I hereby certify that the foregoing Ordinance was PASSED, APPROVED, and ADOPTED by the People of the City of La Palma, California, voting on the 5th day of November, 2024.

Marshall Goodman, Mayor
City of La Palma, California

ATTEST:

Kimberly Kenney, CMC
City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS.
CITY OF LA PALMA)

I, KIMBERLY KENNEY, City Clerk of the City of La Palma, California, DO HEREBY CERTIFY that the foregoing Ordinance was adopted by the City Council of said City at a regular meeting of said City Council held on the 10th day of December, 2024, and that it was so adopted by called vote as follows:

AYES:

NOES:

Kimberly Kenney, CMC
City Clerk

City of La Palma

Agenda Item No. PI-2



MEETING DATE: December 10, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Kimberly Kenney, City Clerk

AGENDA TITLE: City Council Reorganization

RECOMMENDED ACTION:

It is recommended that the City Council conduct its annual reorganization by selecting the positions of Mayor and Mayor Pro Tem.

SUMMARY

The following is the recommended procedure for conducting the reorganization:

1. The City Clerk conducts the election for Mayor.
2. The City Clerk entertains nominations for Mayor. A second is not required for any nomination.
3. If there is only one nomination, a motion is made to close the nominations and vote on one nominee. If there is more than one nomination, a motion is made to close the nominations and a vote is taken on that motion.
4. In the event of multiple nominations, the City Clerk will call the names of the nominees in the order received. Nominations will be voted on in the order announced by the City Clerk until someone is elected. (The election stops when a nominee receives the majority vote.)
5. The gavel is turned over to the new Mayor, who conducts the election for a Mayor Pro Tem using the same procedure.
6. Seating is rearranged accordingly with the Mayor in the center and the remainder of the City Council seated in alphabetical order, from the Mayor's left to their right. Council Members other than the Mayor may trade seats if mutually agreed. Council Members wishing to trade seats should make such arrangements in advance of the meeting in order to facilitate the efficiency of the reorganization process.

The new Mayor conducts the remainder of the meeting.

FISCAL IMPACT

None.

ATTACHMENTS:

None

City of La Palma

Agenda Item No. 1



MEETING DATE: December 10, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Kimberly Kenney, City Clerk

AGENDA TITLE: Waive the Reading of All Ordinances

RECOMMENDED ACTION:

Recommendation that the City Council waive the reading of all Ordinances in their entirety and read by title only.

PURPOSE:

This is a regular agenda item and acts as a reminder of an action that Council Members should take to waive the reading of any Ordinance before them in its entirety, and instead read it by title only. This action helps to expedite the processing of Ordinances and contributes to the efficiency of City Council meetings.

Recommended Action:

It is recommended that the City Council waive the reading of all Ordinances in their entirety and read by title only.

FISCAL IMPACT:

None.

ATTACHMENTS:

None

City of La Palma

Agenda Item No. 2



MEETING DATE: December 10, 2024
TO: City Council
FROM: City Manager
SUBMITTED BY: Kimberly Kenney, City Clerk
AGENDA TITLE: Approval of Council Minutes

RECOMMENDED ACTION:

Recommendation that the City Council approve the Minutes of the November 5, 2024, Regular Meeting of the City Council.

Recommended Action:

It is recommended that the City Council approve the Minutes of the November 5, 2024, Regular Meeting of the City Council.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. City Council Meeting 11-05-2024 Minutes

MINUTES OF THE REGULAR MEETING
OF THE LA PALMA CITY COUNCIL

November 5, 2024

CALL TO ORDER: Mayor Goodman called the Regular Meeting of the La Palma City Council to order at 5:31 p.m. in the Council Chamber of La Palma City Hall, 7822 Walker Street, La Palma, California.

CLOSED SESSION

CS-1. CONFERENCE WITH REAL PROPERTY NEGOTIATIONS

(Pursuant to Government Code Section 54956.8)

Property: 5410-14 La Palma Avenue, La Palma, California

Agency negotiator:	Conal McNamara, City Manager Ryan Hallett, Assistant City Manager
Negotiating parties:	Victor Chung, Elite Taekwondo Center, LLC
Under negotiations:	Price and/or terms of a lease

CS-2. CONFERENCE WITH LABOR NEGOTIATORS

Pursuant to Government Code section 54957.6.

Agency Designated Representatives:	Conal McNamara, City Manager Ryan Hallett, Assistant City Manager
Employee Organizations:	La Palma General Employees Association La Palma Police Association La Palma Professional Employees Association
Unrepresented Employees:	Executive Management

CS-3. CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION

(Pursuant to paragraph (1) of subdivision (d) of Section 54956.9)

Name of Case:	Sarkis Tatarian v. City of La Palma, et al. Case No. OCSC 30-2024-01375931-CU-WM-CJC
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CS-4. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

(Pursuant to Government Code Section 54956.8)

Property: 5022 Crescent Avenue, La Palma, California

Agency negotiator: Conal McNamara, City Manager
Ryan Hallett, Assistant City Manager

Negotiating parties: George Adamian

Under negotiations: Price and/or terms of a purchase

CS-5. CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2), (e)(2), (e)(3): (1 case – Unispec Notice of Potential Claim #1 – attached without enclosures)

Mayor Goodman recessed to Closed Session at 5:31 p.m.

OPEN SESSION:

Mayor Goodman reconvened the City Council in Open Session at 6:33 p.m. and asked for a report out of Closed Session.

City Attorney Thind announced that there were no reportable actions from Closed Session.

PLEDGE OF ALLEGIANCE: Council Member Patel

INVOCATION: Pastor Steve Bland, La Palma Christian Church

ROLL CALL: Council Members

Council Members present: Council Member Baker, Council Member Conklin,
Mayor Goodman, Council Member Patel, and Mayor
Pro Tem Waldman

Council Members absent: None

City Officials present: Conal McNamara, City Manager
Ajit Thind, City Attorney
Belinda Deines, Community Development Manager
Joe Guerrero, Police Chief

Ryan Hallett, Assistant City Manager
Andy Ramirez, Public Works & Community Services
Director
Kimberly Kenney, City Clerk

PRESENTATIONS

1. Mayor Goodman presented a proclamation to outgoing Orange County Fire Authority Chief Steve Dohman for his 30 years of dedicated service and congratulated him on his retirement. Chief Dohman introduced new Division Chief Matthew Schuetz as his replacement.

ORAL COMMUNICATIONS

Reginald Surles, a La Palma resident, addressed the City Council regarding his opposition to the duration of time it is taking for the median project on Moody Street to be completed; his opposition to the inconvenience involved; and requested to get the project manager involved.

Gerard Goedhart, a La Palma resident, addressed the City Council by congratulating Police Chief Guerrero on his appointment; that this is Mayor Goodman's final meeting and congratulated him on his 8 years of dedicated service to the City of La Palma; and wished him the best in his future endeavors.

Mayor Goodman thanked Mr. Goedhart for his role as a mentor on City Council during his tenure.

Pamela Jenkins, a La Palma resident, addressed the City Council regarding the recent loss of her beloved mother; thanked the City Council for their support. Mayor Goodman presented a Certificate to Ms. Jenkins in recognition of her mother's memory.

Chad Berlinghieri, announced the founding of a new service club- the Seal Beach City Rotary Club- a non-profit; reported on their launch party on June 24th; their meeting schedule; agencies that they support; and announced upcoming events.

CONSENT CALENDAR

1. Waive the Reading of All Ordinances

Waive the reading of all Ordinances in their entirety and read by title only.
2. Approval of Council Minutes

Minutes of the October 1, 2024, Regular Meeting, and October 22, Special Meeting of the City Council.

3. Approval of Register of Demands

Adopt Resolution No. 2024-42 approving the Register of Demands for October 15, 2024, and November 5, 2024.

4. City of La Palma First Quarter Cash and Investment Report, Fiscal Year 2024-25

Receive and file the Cash and Investment Report for the first quarter of fiscal year 2024-25.

5. Additional Appropriation for the Service Line Inventory Assessment

It is recommended that the City Council appropriate an additional \$25,000 from the Water Fund for the previously ratified amendment with the Municipal Water District of Orange County (MWDOC) for the Service Line Inventory Assessment.

6. Resolution Adopting the Measure M2 Expenditure Report for Fiscal Year ending June 30, 2024

Adopt a Resolution No. 2024-43 approving the annual Measure M2 expenditure report for Fiscal Year ending June 30, 2024.

7. Award a Contract to Golden Meters Service, Inc. for the Neptune MIU Endpoint & Antenna Installation.

1. Award a contract to Golden Meters Service, Inc. for an amount not to exceed \$57,200 for the Neptune Meter Interface Unit Endpoints and Antenna Installation;
2. Authorize a 15% contingency for unforeseen needs for materials and labor; and
3. Authorize the City Manager or his designee to execute the agreement and all necessary documents.

8. Second Amendment to On-Call City Engineering Services Contract

1. Approved the 2nd Amendment to the On-Call City Engineer Services contract for one (1) year with Infrastructure Engineers, a Bowman Company; and
2. Authorize the Mayor to sign the 2nd Amendment.

9. Resolution Amending the City Council's Regular Meeting Schedule for January 2025.

Adopt Resolution No. 2024-44 amending the City's Council's Regular Meeting Schedule for January 2025.

10. Award a Contract for Water Leak Asphalt Repairs
 1. Award a Contract to G.M. Sager Construction Co., Inc. for an amount not to exceed \$28,727 for water leak asphalt repairs; and
 2. Authorize the City Manager to execute all required documents
11. Award of Contract for a Citywide Cost Allocation Plan and Comprehensive User Fee Study.
 1. Authorize the City Manager to execute a Professional Services Agreement with Revenue & Cost Specialists (RCS) in the amount of not to exceed \$23,450 to complete a Citywide Cost Allocation Plan and Comprehensive User Fee Study, and
 2. Allocate \$23,450 from the General Fund's unreserved fund balance to cover the cost of the project.
12. Approval of Upgrades for Citywide Information Technology OTJ Infrastructure.
 1. Approve and authorize the City Manager to execute an agreement to upgrade all City computers currently using Office 2019 to Office 365 for \$14,040 annually, with a 5% annual increase for subscription services;
 2. Approve and authorize the City Manager to execute a 36-month agreement with RingCentral to upgrade all City phones and phone support services for \$18,200 annually;
 3. Approve and authorize the City Manager to execute an agreement with Verve for 100M Dedicated Backup Internet Access at a cost of \$8,100 annually;
 4. Approve and authorize expenditures with Infinity Technologies to implement the IT infrastructure upgrades in the amount not to exceed \$40,000; and
 5. Appropriate and transfer \$81,000 from the Information Technology Replacement Fund (IT Fund) unreserved fund balance to IT Fund's

Office Equipment expense account (064-650-8030-00000).

13. Approval to Purchase Three Electronic Portable Message Boards

Authorize the City Manager to execute the attached quote from All Traffic Solutions Inc. for the purchase of three electronic portable message boards.

Council Member Patel made a motion to approve Consent Calendar Items 1 through 1.

The motion was seconded by Mayor Pro Tem Waldman and carried on the following vote:

AYES: Council Member Baker, Council Member Conklin,
Mayor Goodman, Council Member Patel, and Mayor
Pro Tem Waldman

NOES: None

PUBLIC HEARINGS

14. Review and Consideration of Conditional Use Permit 393 to Establish an Adult Day Care Use (My Day Program, Inc.) Located at 7252 Walker Street (APN 263-061-12)

- a) Mayor Goodman opened the Public Hearing at 6:59p.m.
- b) Community Development Manager Deines gave the Staff Report.
- c) Council Comments and Questions:

Discussion ensued regarding the limitation of 30 individuals on-site was self imposed by the applicant; that the Fire Marshall is still working on the maximum capacity allowance; the mix of attendees that will be using the park and be inside; that the occupancy number from the Fire Marshall would include staff; concerns of the business being on a busy street and impact to clients with disabilities; City Council support for providing services to challenged and special needs adults; whether this site will be a residence; how the applicant will address ADA parking; that requirements are set by the State for this type of business; that Community Development Manager Deines recommended to add a condition that the maximum occupants allowed be set at 30 individuals on-site and any change to that would require the applicant to return to the City Council for approval; that the property is zoned Single Family R-1; and that additional necessary ADA improvements will be included.

Elizabeth Santos, the applicant, noted that clients will have intellectual and/or physical disabilities; that all clients will have their own assistants on a one to one, or one to two ratio; that full capacity could be around 60-70 including staff; that there is a designated pick-up and drop-off area, but no parking except for the vans will be allowed on site; that some clients will be at the park in sessions while the others will be inside on-site; that attendees will be driven to the park in the vans provided as part of the service and not walking down busy Walker Street; and that this site is and has been empty for almost two years and will not be used as a residence.

Chris Festin, the applicant's son, runs another program like this in Stanton and added that groups going to the park will be broken down into small groups during morning and afternoon sessions.

City Attorney Thind added that according to the Zoning code, this is an allowable use with the approval of a Conditional Use Permit and that the CUP allows this to be a commercial use.

d) Public Input:

Joel Van Soelen, an Anaheim resident and Pastor, addressed the City Council regarding the special needs program at his church working with cognitively disabled adults; that he supports this proposal; and his appreciation for the compassion the City Council is giving towards these challenged adults.

e) Mayor Goodman closed the public hearing at 7:13 p.m.

f) Adopt a Resolution approving Conditional Use Permit 393

Council Member Patel made a motion to Resolution No. 2024-45 approving Conditional Use Permit 393 to establish an Adult Day Care Use (My Day Program, Inc) Located at 7252 Walker Street (APN 263-061-12) with the condition that capacity is limited to 30 individuals and anything over that amount would require the applicant to return to the City Council for approval.

The motion was seconded by Council Member Baker and carried on the following vote:

AYES: Council Member Baker, Council Member Conklin,
Mayor Goodman, Council Member Patel, and Mayor
Pro Tem Waldman

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NOES: None

15. Introduction and First Reading of an Ordinance Amending Portions of the City Zoning Code (Chapter 44 of the La Palma Municipal Code) for Parking, Signage, and Housing Definitions in Compliance with State Housing Laws and City's Housing Element

- a) Mayor Goodman opened the Public Hearing at 7:23 p.m.
- b) Community Development Manager Deines gave the Staff Report.
- c) Council Comments and Questions:
None
- d) Public Input:
No members of the public wished to speak.
- e) Mayor Goodman closed the public hearing at 7:24 p.m.

Council Member Patel made a motion introduce for First Reading an Ordinance Amending Portions of the City Zoning Code (Chapter 44 of the La Palma Municipal Code) for Parking, Signage, and Housing Definitions in Compliance with State Housing Laws and City's Housing Element.

The motion was seconded by Mayor Pro Tem Waldman and carried on the following vote:

AYES: Council Member Baker, Council Member Conklin,
Mayor Goodman, Council Member Patel, and Mayor
Pro Tem Waldman

NOES: None

REGULAR ITEMS

16. Award of Contract for Testing, Dynamic Profiling, and Pump and Motor Replacement for Water Quality Improvements at the City Yard

Recommendation that the City Council take the following action:

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1. Award a Contract to BESST Inc. for Testing, Dynamic Profiling, and Well Pump and Motor Replacement for Water Quality Improvements at the City Yard for an amount not to exceed \$321,000;
2. Authorize a 15% contingency for unforeseen issues;
3. Authorize the City Manager or his designee to execute all required documents; and
4. Approve reallocating \$321,000 in the FY 24/25 Capital Improvement Program budget from the Water Treatment Feasibility Study account (055-900-9330-00000) to the Pump & Well Repair account (055-900-7100-00000).

Public Works and Community Services Director Ramirez gave the Staff Report.

Council Comments and Questions:

Discussion ensued regarding the funds being pulled from the Water Fund and not the General Fund; that Staff is fairly confident that this work would alleviate the cost of having to install a treatment facility; that the City did not go out to bid because the vendor has patented technology for this type of work and the process has proven positive results; that this company has worked with La Palma in the past and is best suited for this type of work; and that this is a professional services contract and therefore, not bound by public contract law that requires bids.

Public Input:

Karen Zagorski, a La Palma resident, addressed the City Council regarding whether the City gets penalized if the City goes over the limits of contaminant levels or mandated to replace the City's water system.

Public Works and Community Services Director Ramirez responded that the City is required to report that to the State and notify residents,

Discussion further ensued regarding this project helping the City to alleviate the need for a treatment facility; that Staff tests the water on a daily basis in order to provide quality water to residents; that this is a proactive maneuver versus reactive; that the City's water enterprise fund is well managed and used properly, that funds cannot be used for anything other than providing safe water for residents; and that Mayor Goodman would still like to see what type of Federal and/or State grants are available to assist in the manganese levels in the water to address the brown water issue

Mayor Pro Tem Waldman made a motion to Award a Contract to BESST Inc. for Testing, Dynamic Profiling, and Well Pump and Motor Replacement for Water Quality Improvements at the City Yard for an amount not to exceed \$321,000;

Authorize a 15% contingency for unforeseen issues; Authorize the City Manager or his designee to execute all required documents; and Approve reallocating \$321,000 in the FY 24/25 Capital Improvement Program budget from the Water Treatment Feasibility Study account (055-900-9330-00000) to the Pump & Well Repair account (055-900-7100-00000).

The motion was seconded by Council Member Patel and carried on the following vote:

AYES: Council Member Baker, Council Member Conklin,
Mayor Goodman, Council Member Patel, and Mayor
Pro Tem Waldman

NOES: None

17. Consideration of Agreement to Lease 5410-14 La Palma Avenue to Elite Taekwondo Center, Inc.

Recommendation that the City Council take the following action:

1. Adopt a Resolution approving an Agreement to Lease 5410-14 La Palma Ave by Elite Taekwondo Center, Inc.; and
2. Authorize the Mayor to execute the Lease Agreement and any other real estate documents to effectuate the provisions of the Lease Agreement.

Assistant City Manager Hallett gave the Staff Report.

City Council Comments and Questions:

None.

Public Input:

No members of the public wished to speak.

Mayor Pro Tem Waldman made a motion to adopt Resolution No. 2024-46 approving an Agreement to Lease 5410-14 La Palma Ave by Elite Taekwondo Center, Inc.; and authorize the Mayor to execute the Lease Agreement and any other real estate documents to effectuate the provisions of the Lease Agreement.

The motion was seconded by Council Member Conklin and carried on the following vote:

AYES: Council Member Baker, Council Member Conklin,
Mayor Goodman, Council Member Patel, and Mayor
Pro Tem Waldman

NOES: None

18. Economic Development/Land Use Ad-Hoc Subcommittee Findings and Recommendations

Recommendation that the City Council take the following action:

1. Approve the update to the City of La Palma Economic Development Plan 2030 and direct City staff to implement its programs and policies;
2. Adopt a resolution to establish the Economic Development Oversight Task Force;
3. Direct staff to solicit Statements of Interest for the Economic Development Oversight Task Force; and
4. Direct staff to request proposals from qualified consulting firms to prepare an Economic and Market Analysis.

Community Development Manager Deines gave the Staff Report.

City Council Comments and Questions:

None.

Public Input:

Gerard Goedhart, a La Palma resident, addressed the City Council regarding the history of the City's financial crisis a few years ago and the approach the City Council took to resolve the issue; that it gave the City time to bring more businesses to La Palma; that hiring a City Manager with Economic Development experience was a priority; that this issue is the responsibility of the City Council and does not support the Ad-Hoc Subcommittee; and that the City should conduct an economic development study.

Discussion ensued regarding the existing issue of declining interest from public involvement on Citizen Committees and City Council; that the existing economic development task force moved the housing element forward and it got approved; that the task force proposed this subcommittee; support for waiting until after the election and after goal setting; support for lowering the number of members on the

subcommittee from 9 to 5; that Mayor Goodman's goals for joining the City Council was economic development and the need to improve existing commercial centers; that the residents can get involved including existing members of Citizens Committees; that with the right leadership at the table, the dialogue and feedback going to the City Council would benefit the City; that Mayor Goodman supports a full two year term; that Council Member Baker supports the idea of engaging the public in a Town Hall meeting format to get the community's input instead of establishing the task force with continual meetings; that Mayor Goodman noted the task force will be applicant based and the Council will vet the applicants; that learning about the City's economic development plan inspired Mayor Goodman's need to improve our commercial centers; that he created the Ad-Hoc committee to best see how to use the commercial properties; that this task force is a step to get residents involved, get them engaged in this important topic; that he supports two year terms as one year is too short for such a complex subject; that even if some seats are still vacant, the Mayor and Mayor Pro Tem will be members of this task force at the very least and will contribute; that the City has difficulty recruiting Citizen Committee members and that this would pose the same problem; whether this committee would require a quorum; that City Attorney Thind responded that this would be Brown Act body and that to take action, a quorum would be required; that there cannot be meetings of the body if the quorum is not met; that the only way to make this a non-qualifying Brown Act body is to make this an Ad Hoc committee of the City Council; that Mayor Goodman does not feel like this needs to be a task force, it could be an Ad Hoc committee of the City Council; that this could be proposed as part of the strategic planning and goal setting session by the City Council next year; that Mayor Goodman supports whatever decision the City Council decides on how to address economic development; that Council Member Patel supports the goal of the task force, but it needs to be developed more; that he would like to see more community and business engagement; that he supports moving forward with an economic development study; and that Mayor Pro Tem Waldman reminded the City Council of the Fiscal Sustainability Committee for Measure JJ and noted the value in having a citizen committee to assist and provide recommendations to the City Council.

Council Member Baker made a motion to approve Item 4, to direct staff to request proposals from qualified consulting firms to prepare an Economic and Market Analysis, to request proposals from qualified Consultant Firms to prepare an economic and Market Analysis, and to keep the current Ad Hoc Committee.

The motion was seconded by Council Member Patel.

City Manager McNamara asked for clarification on the motion as to whether this includes the approval of the update to the Economic Development Plan 2030 listed as recommended in Item 1 and to remove the nine member Task Force body as

recommended in Item 2, but to have that task force be brought back to the City Council at a future date.

Council Member Baker amended the motion to approve Items 1, 3, and 4 as recommended by staff and to have the Item 2 – the Task Force – be brought back to the City Council in the future.

The friendly amendment was seconded by Council Member Patel and carried on the following vote:

AYES: Council Member Baker, Council Member Conklin,
Mayor Goodman, Council Member Patel, and Mayor
Pro Tem Waldman

NOES: None

Mayor Goodman requested to take a short recess at 8:23 p.m.

Mayor Goodman reconvened the City Council at 8:28 p.m.

19. Good Governance Policy Discussion

Recommendation that the City Council receive the report and provide direction to staff.

City Manager McNamara gave the Staff Report.

City Council Comments and Questions:

Discussion ensued regarding this being a City Council's goal during their last strategic planning and goal setting session; that Mayor Goodman supports the code of conduct to help achieve Council Norms in Policy 1; that Mayor Goodman has spent time with previous City Council members, City Attorney, and the City's department heads to understand the workings, policies, for orientation purposes; that the Code of Conduct is not part of the Norms, but orientation is crucial; that orientation should be mandatory in coordination with the California Joint Powers Insurance Authority (CJPIA) because of the risk management component; that City Council Orientation should be added to our code of conduct; that good governance should be revisited every year; that the City Council should emphasize the norms to bring questions in advance to City Staff so they have enough time to prepare for a successful and productive City Council meeting; that Council Member Baker would prefer to move this item to the January meeting; that this should be changed

from City Council norms to City Council Code of Conduct; that for the Council's travel and meetings, that the City should not pay for any conferences that we're not a member of it; that she has lots of updates and really feels this policy needs to be cleaned up and overhauled; that Council Member Keo Conklin agrees with updating the policies; that she feels mentorship is necessary; that admonishment should not make the Council Member feel like an outcast; that regardless of the City Council's political party membership and disagreements on how votes were cast, a coalition should ensue; she supports having an official orientation and mentorship; that Council Member Patel noted that the City currently has an orientation protocol that's followed and staff conducts it consistently; that the City Council does not vote on party politics, only on what is best for the residents; that when Council Member Patel took the time to conduct a full orientation with City staff before and after his election; that City Council's conduct and attendance at conferences should be focused on what we can bring back the city's residents, not for personal purposes; that voting on the City Council should not be based on how a resident wants you to vote; that being prepared for City Council meetings is equally important by thoroughly reading through the agendas and not ask questions during the meeting that were answered in the Staff Report; that during a City Council's member first year is a learning curve; that mutual respect for fellow Council members is required even if there is a disagreement; that Council Member Patel supports Council Member Baker's position to clean up the City Council norms and clarify policy through an overhaul; that Mayor Pro Tem Waldman cautioned the City Council that as independently elected officers, mandating behavior cannot be enforced; that Mayor Goodman noted that in the Council Policy 1 - norms - it says Council is responsible for holding each other accountable; that without a Code of Conduct, the City Council would not know how to hold each other accountable; that political parties do not fix potholes or manage the Tiny Tots program, it is the sole duty of the City; that Council Member Keo Conklin commented on the possible conflict of interest of Mayor Goodman's Executive Committee position at the CJPIA and that he should recuse himself from voting on any future matters regarding the CJPIA as those businesses no longer at the CJPIA site impacted the City's tax revenue, and this should be in the Code of Conduct; that she noted the budget impacts of having Staff attend conferences as well, the budget impacts and the impact of their absence from duties while at such conferences; that if a Council member wants to attend a conference, it should be their prerogative; that Mayor Goodman responded that he has no conflict of interest in serving on the Executive Committee of the CJPIA Board and that the local businesses that were forced to leave the CJPIA site had nothing to do with his Committee Appointment, but rather a property owner exchange; that Mayor Goodman and the City Council support having staff attend conferences to bring back advice and recommendations to the City Council on matters affecting the City's operations and community investments; that he does not want the public to be misled and noted that the City Council does not squander City funds on these meetings for staff to attend conferences; that Council Member Conklin added that

when staff attends conferences, the City - the taxpayer - also pays for their hotel accommodations while paying them to work; that she is concerned that staff is wearing the lapel pins with the City Seal, the same as City Council; her question as to whether the City Council is acting with integrity, especially when it comes to campaign information; that Mayor Goodman noted the norms require the City Council to be respectful and keep decorum among the City Council and plan to continue that pattern; and that Mayor Goodman is requesting to continue this item to January and provide Staff with direction to include some type of mandatory orientation with Staff and CJPIA.

City Manager McNamara asked for direction on how the City Council would like to address staff attendance at conferences.

Discussion further ensued regarding Council Member Patel noting that staff attendance is a budget matter and has nothing to do with Council Member norms, but rather to help the City grow with knowledge; that conference attendance for staff can be discussed during the budget discussions; that City Manager McNamara responded that staff stays within the budget approved by the City Council for conference attendance and that staff only attends sessions applicable and key to their positions; and that staff will take the direction to bring this back to the January meeting and notice it properly with the Agenda.

By consensus, the City Council agreed to bring the matter back to City Council in January for further discussion and direction.

20. Council Member Request: La Palma Chamber of Commerce Presentation

Recommendation that the City Council consider Council Member Keo Conklin's request to receive the presentation and discuss the La Palma Chamber of Commerce.

Council Member Conklin gave the presentation and report.

Council Comments and Questions:

Discussion ensued regarding the conflict between the presentation title's "City of La Palma" vs "La Palma" Chamber of Commerce; clarification of an error on the presentation and that it should be "The La Palma Chamber of La Palma"; that Mayor Goodman encouraged Council Member Conklin to go directly to the North Orange County Chamber of Commerce (NOCCC) to collaborate since they already have a large commercial base to start with; that Mayor Goodman noted he disagrees with her previous statement and has provided several opportunities in mentorship, spending much time with her; that Council Member Patel asked her to clarify if this is a non-profit by her versus a La Palma organization; that Council

Member Conklin responded that this is a separate entity from the City of La Palma; that she consulted with the City Attorney; that City Attorney Thind responded that no advice was given regarding using the name of this entity, nor using "City of La Palma Chamber of Commerce", but that the advice was given that any City Council may open their own non-profit at any time, but that is not a City matter and he does not provide advice on matters unrelated to the City of La Palma; and that the articles of organization have it listed as the La Palma Chamber of Commerce under the State.

Ngoc Tinh Nguyen, Vice-Chair & Executive Director of the La Palma Chamber of Commerce addressed the City Council noting that she was invited to be part of this endeavor by Council Member Conklin; that she clarified that on the Articles of Organization, it says "La Palma Chamber of Commerce" and not "City of La Palma"; that the individual who made the Power Point presentation made the error; and that the new Chamber wishes to have the support from the City Council.

Discussion further ensued regarding the City Council's goal during the strategic planning session to be 'vetting' the idea of a chamber of commerce before making any decisions; that the La Palma Chamber of Commerce non-profit was formed in May of 2024; the services provided by the La Palma Chamber of Commerce; that they asking for use of the City's facilities, put them on our website, and to partner with the City; that the Chamber of Commerce is looking at \$5000 a year in membership from La Palma; that Chamber Chairman JJ Kim helped the Garden Grove Chamber of Commerce increase their growth to a thousand members; that the City Council wants to make a decision that would benefit La Palma and it's residents; how much a La Palma business would have to pay for membership; what the Chamber is looking for from the City Council; who the list of officers are; the number of members this new Chamber of Commerce already has on the books; that most Chambers are not supported by City Councils, but by membership; whether the Westminster Chamber of Commerce had any existing Council Members sitting on their Board of Directors; what business owners will receive for their monthly membership dues; whether they have full time employees; and if the Chamber has had any events to date.

Ngoc Tinh Nguyen added that they are asking for City Council support to allow a platform for businesses to connect with each other, to network; that if the City cannot afford the membership fee, they would appreciate use of the facilities for their events at no cost; that this would be a service for approximately 300 La Palma businesses; that although they just started, each business would be looking at \$100 per month membership fee, but the Board of Directors (BOD) has not approved that yet; that the money requested from the City Council would be for an initial event to invite all the local businesses to; that all BOD members are volunteers and listed their names and titles along with other officers; that they plan to have their first event on the 14th; that she was on the former Board of Directors

for the City of Westminster; that the Westminster Chamber of Commerce did not have any existing Council Members sitting on their Board of Directors; and that membership gives the business owner networking opportunities not afforded to them before.

Aloha Ley, Business Advisor for the La Palma Chamber of Commerce, addressed the City Council regarding the proposal being put forward to the City Council; that this is an opportunity for the City Council and Chamber to work together to provide businesses an opportunity to grow; that the Chamber would like to operate like a small business administration, helping business navigate the systems, access resources that are traditionally not available to them; listed her previous experience in local government agencies; that the service provided for membership would include networking, advice and direction, and training; that they are just starting up the Chamber and hoping the proposal will be the start to garnering interest from the City Council to support the Chamber of Commerce; and that whether the City Council supports this endeavor, they will move forward.

Discussion further ensued regarding the City Council being presented with this proposal as part of this agenda; that there was little time for the Council to vet anything and questions have arisen as a result; that the City Council is not saying they won't support this endeavor, but rather evaluate whether this would benefit La Palma residents and commercial businesses.

Aloha Ley responded that their Chamber will take this direction back to their members, address the questions that arose, and then repurpose and represent this at a future date.

Council Member Patel noted that the intentions of this new Chamber of Commerce are wonderful, however the plan is very premature in its stage; that he asked for them to address the potential conflict of interest with having a Council Member as the President and then asking the City Council for public funds; referenced the current legal situation with Supervisor Do; that the Chamber's attorney needs to vet this question; that although the Chamber is non-profit, it is a business none the less; and that he would defer to the City Attorney on the matter.

City Attorney Thind responded that there are certainly potential legal issues; there are issues regarding misuse of public funds; potential conflict of interest issues; that this all depends on the particular facts of the situation; that although all those laws are an issue, it is possible to do it in a way that would satisfy those laws; that because there are still many unanswered questions, he cannot opine on the matter; and that there are many legal issues that need to be explored before the City Council can take any final action.

Council discussion further ensued regarding support for this proposal to be brought back at a future date; that Mayor Goodman noted that this was placed on the agenda prematurely; that there are a lot of issues that need to be resolved; that it is crucial to get feedback from Council beforehand, without having serial meetings; that Council Member Conklin added that the Chamber was asking for funds so they could be a member and collaborate with them; that she apologized for the type-o in the presentation; that she appreciated the City Council hearing her proposal; and apologized for not vetting the proposal properly.

Mayor Goodman responded that matters like this are a learning experiences; noted the Supervisor Do's legal situation having to do with the misuse of public funds related to how the City must avoid any conflict of interest; and added this matter is not directed by Staff, but by City Council, and that any further direction will be provided in the future.

COUNCILMEMBER AB1234 REPORTS, REPORTS FROM CITY-AFFILIATED COMMITTEES, AND COUNCIL REMARKS

Council Member Keo Conklin attended the Buena Park State of the City; a Sexual Harrassment Forum by Radiant Future; the Cypress State of the City; League of California Cities (Cal Cities) where she was elected treasurer for the Women's Caucus; La Palma's State of the City; the Library Advisory Board (LAB) Committee meeting; and the Orange County Housing forum.

Council Member Baker attended the Buena Park State of the City; the Orange County Sanitation District (OC San) Operations Committee Meeting; the Cal Cities Mayors and Council Members Department Orientation and Policy Committee Appointments Meeting; the Arte Cafe Grand Opening; the Recycle, Shred, E-Waste, Mulch Event with EDCO; the Cal Cities Annual Conference Business Meeting Run of Show - Mayors and Council Members Department; the California Joint Powers Insurance Authority (CJPIA) 29th Annual Risk Management Educational Forum; the Cal Cities Orange County Division Board Meeting; the Cypress State of the City; the Magnolia High School Student Field Trip of Civic Center/Facilities; the Cal Cities Annual Conference; the La Palma State of the City; the OC San Board of Directors Meeting; the OC San State of the District; the Badge Pinning and Swearing ceremony in for our new Chief, Joe Guerrero, Captain James Roche, Sergeant Justin Braasch, and Corporal Brad Stene.

Council Member Patel attended the La Palma Community Foundation fundraiser event; hosted Magnolia High School students on a Field Trip to the Civic Center; the La Palma State of the City; the Orange County Fire Authority (OCFA) Board of Directors meeting; the Neighborhood "meet and greet"; tthe Badge Pinning and Swearing ceremony in for our new Chief, Joe Guerrero, Captain James Roche, Sergeant Justin Braasch, and Corporal Brad Stene; and congratulated Chief Dohman on his retirement.

Mayor Pro Tem Waldman attended the La Palma State of the City; the La Palma Halloween Carnival; and the Badge Pinning and Swearing ceremony in for our new Chief, Joe Guerrero, Captain James Roche, Sergeant Justin Braasch, and Corporal Brad Stene.

Mayor Goodman attended the CJPIA 29th Annual Risk Management Educational Forum; the Cypress State of the City; the Cal Cities Annual Conference; the La Palma State of the City; the CJPIA Executive and Claims Committee meeting; the Orange County Council of Governments (OCCOG) Board meeting; the OC San State of the District; and congratulated Chief Dohman on his retirement.

CITY MANAGER REMARKS

City Manager McNamara congratulated Chief Dohman on his retirement; recognized the new OCFA Chief Schuetz; recognized Mayor Goodman for his eight years of dedicated service; and wished everyone a very happy Thanksgiving holiday.

CITY ATTORNEY REMARKS

City Attorney Thind had nothing to report.

ADJOURNMENT

Mayor Goodman adjourned the Regular Meeting of the City Council at 10:07 p.m.

Mayor

Attest:

Kimberly Kenney, CMC
City Clerk

City of La Palma

Agenda Item No. 3



MEETING DATE: December 10, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Ryan Hallett, Assistant City Manager

AGENDA TITLE: Approval of Register of Demands

RECOMMENDED ACTION:

It is recommended that the City Council adopt a Resolution approving the Register of Demands for November 19, 2024, and December 3, 2024.

SUMMARY:

The laws of the State of California governing General Law Cities and the La Palma Municipal Code provide that the City Council shall approve all payments made by the City. A Register of Demands is provided at each City Council Meeting describing each payment made or to be made by the City during the specified period.

FISCAL IMPACT:

Sufficient funds are available to process all payments.

ATTACHMENTS:

1. Resolution

RESOLUTION NO. 2024-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA PALMA APPROVING THE REGISTERS OF DEMANDS
FOR NOVEMBER 19, 2024, AND DECEMBER 3, 2024**

WHEREAS, certain financial obligations are due and payable by the City of La Palma, a General Law City, as of November 19, 2024, and December 3, 2024; and

WHEREAS, the laws of the State of California governing General Law Cities and the Municipal Code of La Palma provide that the City Council of a General Law City shall approve all payments by said City from the various established funds of said City; and

WHEREAS, the City Manager and the City Council of the City of La Palma have ascertained that the following lists of obligations as submitted by the City of La Palma are paid or legally due and payable by the City.

NOW, THEREFORE, BE IT RESOLVED that the City Council of La Palma hereby approves the attached Registers of Demands dated November 19, 2024, and December 3, 2024, and incorporated herein by reference.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 10th day of December 2024.

Mayor

ATTEST:

Kimberly Kenney, CMC
City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF LA PALMA)

I, KIMBERLY KENNEY, City Clerk of the City of La Palma, California, DO HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of said City at a regular meeting of said City Council held on the 10th day of December, 2024, and that it was so adopted by called vote as follows:

AYES:

NOES:

Kimberly Kenney, CMC
City Clerk



City of La Palma

Warrant Register

By Vendor Name

Payable Dates 11/6/2024 - 11/19/2024

Approval

Reviewed by

A handwritten signature in blue ink, appearing to read "Ryan Hallett", written over a horizontal line.

Ryan Hallett - Assistant City Manager

A handwritten signature in blue ink, appearing to read "Conal McNamara", written over a horizontal line.

Conal McNamara - City Manager

Warrant Register

Payable Dates: 11/6/2024 - 11/19/2024

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 01007 - A E S WATER INC				
11/19/2024	APA001842	A E S WATER INC	SEISMIC VALVE CONST MAINT/WTR	1,450.00
Vendor 01007 - A E S WATER INC Total:				1,450.00
Vendor: 01037 - ADMIRAL PEST CONTROL INC				
11/19/2024	APA001843	ADMIRAL PEST CONTROL INC	10/23 PEST CONTROL/WW	105.00
11/19/2024	APA001843	ADMIRAL PEST CONTROL INC	10/23 PEST CONTROL/CY	175.00
11/19/2024	APA001843	ADMIRAL PEST CONTROL INC	10/23 PEST CONTROL/5410 LP	53.00
11/19/2024	APA001843	ADMIRAL PEST CONTROL INC	10/23 PEST CONTROL/CH	164.00
11/19/2024	APA001843	ADMIRAL PEST CONTROL INC	10/23 PEST CONTROL/CP	152.00
11/19/2024	APA001843	ADMIRAL PEST CONTROL INC	10/25 PEST CONTROL/7972 SQUAW VALLEY	295.00
Vendor 01037 - ADMIRAL PEST CONTROL INC Total:				944.00
Vendor: 01046 - AFFORDABLE GENERATOR SVCS INC				
11/19/2024	APA001844	AFFORDABLE GENERATOR SV...	10/24 GENERATOR SVC/PD	501.75
11/19/2024	APA001844	AFFORDABLE GENERATOR SV...	10/29 GENERATOR SVC/CP	672.11
Vendor 01046 - AFFORDABLE GENERATOR SVCS INC Total:				1,173.86
Vendor: 01047 - AFLAC				
11/19/2024	APA001845	AFLAC	NOV '24 AFLAC INS PREM W/H - Acct-CTX39	261.00
Vendor 01047 - AFLAC Total:				261.00
Vendor: 05695 - ANGEL AN				
11/19/2024	APA001849	ANGEL AN	8/3-10/26 KOREAN DANCE	234.00
11/19/2024	APA001849	ANGEL AN	8/3-10/26 KOREAN DANCE	195.00
11/19/2024	APA001849	ANGEL AN	10/5-10/26 KOREAN DRUM	390.00
11/19/2024	APA001849	ANGEL AN	10/5-10/26 KOREAN DANCE	520.00
Vendor 05695 - ANGEL AN Total:				1,339.00
Vendor: 05714 - AQUACHECK BACKFLOW TESTING AND SERVICE				
11/19/2024	APA001850	AQUACHECK BACKFLOW TEST...	RPR BACKFLOW DEVICE LEAK/WTR	685.00
Vendor 05714 - AQUACHECK BACKFLOW TESTING AND SERVICE Total:				685.00
Vendor: 01015 - AT&T				
11/19/2024	39721	AT&T	11/4#523-7351 FAX/PD - BAN 9391033971	31.13
Vendor 01015 - AT&T Total:				31.13
Vendor: 01171 - B L WALLACE DISTRIBUTOR INC				
11/19/2024	APA001851	B L WALLACE DISTRIBUTOR INC	10/15 MTR BOX LIDS/WTR	117.23
Vendor 01171 - B L WALLACE DISTRIBUTOR INC Total:				117.23
Vendor: 03593 - BUCKNAM INFRASTRUCTURE GROUP INC				
11/19/2024	APA001852	BUCKNAM INFRASTRUCTURE ...	JUN'24 ARTERIAL PMP SVCS	19,215.88
11/19/2024	APA001852	BUCKNAM INFRASTRUCTURE ...	JUL'24 ARTERIAL PMP SVCS	2,744.58
Vendor 03593 - BUCKNAM INFRASTRUCTURE GROUP INC Total:				21,960.46
Vendor: 01260 - C WELLS PIPELINE MATLS INC				
11/19/2024	APA001854	C WELLS PIPELINE MATLS INC	10/28 SVC PARTS/WTR	1,811.58
Vendor 01260 - C WELLS PIPELINE MATLS INC Total:				1,811.58
Vendor: 04842 - CALIFORNIA MUNICIPAL STATISTICS, INC.				
11/19/2024	APA001855	CALIFORNIA MUNICIPAL STATI...	FY24 ACFR DEBT STATEMENT/FIN	550.00
Vendor 04842 - CALIFORNIA MUNICIPAL STATISTICS, INC. Total:				550.00
Vendor: 05610 - CAMILLE VALLEY				
11/19/2024	APA001921	CAMILLE VALLEY	10/7-10/28 BALLET & TAP	195.00
Vendor 05610 - CAMILLE VALLEY Total:				195.00
Vendor: 05081 - CATHERINE ROCHA VELEZ				
11/19/2024	APA001903	CATHERINE ROCHA VELEZ	8/15-10/17 ZUMBA	422.50
11/19/2024	APA001903	CATHERINE ROCHA VELEZ	9/19-10/17 ZUMBA	117.00
Vendor 05081 - CATHERINE ROCHA VELEZ Total:				539.50

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Vendor: 05727 - CHAU TAI				
11/19/2024	APA001912	CHAU TAI	10/25 PAVILION DEPOSIT RFD	200.00
Vendor 05727 - CHAU TAI Total:				200.00
Vendor: 03604 - CINTAS CORPORATION				
11/19/2024	APA001857	CINTAS CORPORATION	10/24 UNIFORM SVC/PW	38.32
11/19/2024	APA001857	CINTAS CORPORATION	10/24 UNIFORM SVC/PW	38.32
11/19/2024	APA001857	CINTAS CORPORATION	10/24 UNIFORM SVC/PW	47.36
11/19/2024	APA001857	CINTAS CORPORATION	10/31 UNIFORM SVC/PW	34.52
11/19/2024	APA001857	CINTAS CORPORATION	10/31 UNIFORM SVC/PW	34.52
11/19/2024	APA001857	CINTAS CORPORATION	10/31 UNIFORM SVC/PW	50.02
Vendor 03604 - CINTAS CORPORATION Total:				243.06
Vendor: 01356 - CITY OF LA PALMA FLEXIBLE				
11/14/2024	39718	CITY OF LA PALMA FLEXIBLE	Flexible Spending Contributions - Medical	178.49
Vendor 01356 - CITY OF LA PALMA FLEXIBLE Total:				178.49
Vendor: 01398 - COUNTY OF ORANGE				
11/19/2024	39727	COUNTY OF ORANGE	FY24/25 WTR QUALITY MONITORING	1,772.48
Vendor 01398 - COUNTY OF ORANGE Total:				1,772.48
Vendor: 04388 - CROSSTOWN ELECTRICAL & DATA INC				
11/19/2024	APA001860	CROSSTOWN ELECTRICAL & D...	JUL'24 SIGNAL MAINT/PW	1,260.00
11/19/2024	APA001860	CROSSTOWN ELECTRICAL & D...	SEP'24 SIGNAL MAINT/PW	1,260.00
11/19/2024	APA001860	CROSSTOWN ELECTRICAL & D...	OCT'24 SIGNAL MAINT/PW	1,260.00
Vendor 04388 - CROSSTOWN ELECTRICAL & DATA INC Total:				3,780.00
Vendor: 05730 - DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY				
11/19/2024	39723	DEPARTMENT OF RESOURCES...	SB1383 LOCAL ASSISTANCE GRANT UNSPECT FUNDS	288.49
Vendor 05730 - DEPARTMENT OF RESOURCES RECYCLING AND RECOVERY Total:				288.49
Vendor: 04387 - DOG WASTE DEPOT				
11/19/2024	APA001862	DOG WASTE DEPOT	11/1 (4)CASES DOG WASTE BAGS/PW	85.87
Vendor 04387 - DOG WASTE DEPOT Total:				85.87
Vendor: 05724 - DONALD KLOCK				
11/19/2024	APA001884	DONALD KLOCK	12931 PICKLEBALL RFD	59.00
11/19/2024	APA001884	DONALD KLOCK	12931 LESS CANCELLATION FEE	-11.00
Vendor 05724 - DONALD KLOCK Total:				48.00
Vendor: 05670 - DULUX PAINTING INC				
11/19/2024	APA001863	DULUX PAINTING INC	10/28 15% CONTINGENCY/24- BLDG-01	5,625.00
11/19/2024	APA001863	DULUX PAINTING INC	10/28 CITY FACILITIES PAINTING/24-BLDG-01	37,500.00
Vendor 05670 - DULUX PAINTING INC Total:				43,125.00
Vendor: 05725 - EMMANUEL TUCAY				
11/19/2024	APA001917	EMMANUEL TUCAY	11/2 GAZEBO DEPOSIT RFD	100.00
Vendor 05725 - EMMANUEL TUCAY Total:				100.00
Vendor: 02858 - FRANCES MONROY-HERNANDEZ				
11/19/2024	APA001894	FRANCES MONROY-HERNAND...	10/19 PAVILION DEPOSIT RFD	200.00
Vendor 02858 - FRANCES MONROY-HERNANDEZ Total:				200.00
Vendor: 01631 - FRANCHISE TAX BOARD				
11/14/2024	DFT0009350	FRANCHISE TAX BOARD	State Tax Withholding	9,686.94
Vendor 01631 - FRANCHISE TAX BOARD Total:				9,686.94
Vendor: 05050 - GALAXY AUDIO VISUAL INC				
11/19/2024	APA001868	GALAXY AUDIO VISUAL INC	10/3 SPEAKERS & CABLES/CC	1,221.00
Vendor 05050 - GALAXY AUDIO VISUAL INC Total:				1,221.00
Vendor: 01679 - GOVERNMENTAL FINANCIAL SVCS				
11/19/2024	2211	GOVERNMENTAL FINANCIAL ...	OCT'24 ACCOUNTING SVCS/ADM	7,679.72

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11/19/2024	2211	GOVERNMENTAL FINANCIAL ...	OCT'24 ACCOUNTING SVCS/ADM	4,887.09
11/19/2024	2211	GOVERNMENTAL FINANCIAL ...	OCT'24 ACCOUNTING SVCS/ADM	1,396.31
Vendor 01679 - GOVERNMENTAL FINANCIAL SVCS Total:				13,963.12
Vendor: 05723 - GRACE GOGUE				
11/19/2024	APA001872	GRACE GOGUE	12720 INT VOLLEYBALL RFD	49.00
11/19/2024	APA001872	GRACE GOGUE	12720 LESS CANCELLATION FEE	-11.00
Vendor 05723 - GRACE GOGUE Total:				38.00
Vendor: 01709 - HARTZOG & CRABILL INC				
11/19/2024	APA001874	HARTZOG & CRABILL INC	SEP'24 TRAFFIC ENG SVC/PW	1,697.50
Vendor 01709 - HARTZOG & CRABILL INC Total:				1,697.50
Vendor: 02642 - HOME DEPOT				
11/19/2024	APA001876	HOME DEPOT	10/27 SUPPLIES/HALLOWEEN	64.25
11/19/2024	APA001876	HOME DEPOT	10/16 SUPPLIES/HALLOWEEN	3.53
11/19/2024	APA001876	HOME DEPOT	11/4 TREE LIGHTING SUPPLIES/CAB	57.99
11/19/2024	APA001876	HOME DEPOT	10/25 SUPPLIES/REC	43.01
11/19/2024	APA001876	HOME DEPOT	10/15 SUPPLIES/HALLOWEEN	79.06
Vendor 02642 - HOME DEPOT Total:				247.84
Vendor: 05649 - INFINITY TECHNOLOGIES				
11/19/2024	APA001877	INFINITY TECHNOLOGIES	Monthly IT Services	13,083.00
11/19/2024	APA001877	INFINITY TECHNOLOGIES	Sentinel One - Monthly Billing	651.00
11/19/2024	APA001877	INFINITY TECHNOLOGIES	Duo - Monthly Billing	99.00
Vendor 05649 - INFINITY TECHNOLOGIES Total:				13,833.00
Vendor: 01764 - INTERNAL REVENUE SERVICE				
11/14/2024	DFT0009349	INTERNAL REVENUE SERVICE	Federal Tax Withholding	25,885.08
11/14/2024	DFT0009351	INTERNAL REVENUE SERVICE	Medicare	6,488.01
Vendor 01764 - INTERNAL REVENUE SERVICE Total:				32,373.09
Vendor: 01775 - IRON MOUNTAIN				
11/19/2024	APA001879	IRON MOUNTAIN	NOV'24 RECORDS STORAGE	300.17
Vendor 01775 - IRON MOUNTAIN Total:				300.17
Vendor: 03984 - J THOMPSON ELECTRIC INC				
11/19/2024	APA001880	J THOMPSON ELECTRIC INC	11/1/23 ELECTRICAL SVCS/CP	1,560.00
11/19/2024	APA001880	J THOMPSON ELECTRIC INC	12/11/23 ELECTRICAL SVCS/CY	1,005.00
11/19/2024	APA001880	J THOMPSON ELECTRIC INC	6/47 ELECTRICAL SVCS/WW	1,190.00
11/19/2024	APA001880	J THOMPSON ELECTRIC INC	6/4 ELECTRICAL SVCS/PW	340.00
11/19/2024	APA001880	J THOMPSON ELECTRIC INC	10/21 ELECTRICAL SVCS/CP	1,945.00
11/19/2024	APA001880	J THOMPSON ELECTRIC INC	10/21 ELECTRICAL SVCS/CP	540.00
Vendor 03984 - J THOMPSON ELECTRIC INC Total:				6,580.00
Vendor: 05722 - JACK WONG				
11/19/2024	APA001925	JACK WONG	12352 TT RFD	223.00
Vendor 05722 - JACK WONG Total:				223.00
Vendor: 01801 - JHM SUPPLY INC				
11/19/2024	APA001881	JHM SUPPLY INC	10/22 SUPPLIES/PW	124.18
11/19/2024	APA001881	JHM SUPPLY INC	7/29 IRRIGATION RPR SUPPLIES/EROW&WALKER	548.96
11/19/2024	APA001881	JHM SUPPLY INC	8/8 IRRIGATION RPR SUPPLIES/CP	130.70
Vendor 01801 - JHM SUPPLY INC Total:				803.84
Vendor: 01902 - JOYCE EGUCHI				
11/19/2024	APA001865	JOYCE EGUCHI	10/19 COMM CTR DEPOSIT RFD	300.00
Vendor 01902 - JOYCE EGUCHI Total:				300.00
Vendor: 05331 - KIDZ TALENT ACADEMY				
11/19/2024	APA001883	KIDZ TALENT ACADEMY	10/1-10/22 GYMNASTICS & TUMBLING	234.00

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11/19/2024	APA001883	KIDZ TALENT ACADEMY	10/1-10/22 BASKETBALL SKILLS & DRILLS	359.45
11/19/2024	APA001883	KIDZ TALENT ACADEMY	10/1-10/22 BASKETBALL SKILLS & DRILLS	154.05
Vendor 05331 - KIDZ TALENT ACADEMY Total:				747.50
Vendor: 01975 - L P G E A				
11/14/2024	39717	L P G E A	LPGEA Dues Withheld	216.00
Vendor 01975 - L P G E A Total:				216.00
Vendor: 01981 - LA PALMA CHESS CLUB				
11/19/2024	APA001886	LA PALMA CHESS CLUB	8/2-10/25 CHESS	1,550.00
Vendor 01981 - LA PALMA CHESS CLUB Total:				1,550.00
Vendor: 01984 - LA PALMA INTERCOMMUNITY HOSPITAL				
11/19/2024	APA001887	LA PALMA INTERCOMMUNITY...	SEP '24 MEALS ON WHEELS	493.00
Vendor 01984 - LA PALMA INTERCOMMUNITY HOSPITAL Total:				493.00
Vendor: 01988 - LA PALMA POLICE ASSN				
11/14/2024	39719	LA PALMA POLICE ASSN	LPPA Dues Withheld	1,256.11
Vendor 01988 - LA PALMA POLICE ASSN Total:				1,256.11
Vendor: 05453 - LEAH WISE				
11/19/2024	APA001924	LEAH WISE	10/20 PAVILION DEPOSIT RFD	200.00
Vendor 05453 - LEAH WISE Total:				200.00
Vendor: 04657 - LISA AMSELL				
11/19/2024	APA001848	LISA AMSELL	8/1-10/31 MARTIAL ARTS	858.00
11/19/2024	APA001848	LISA AMSELL	8/3-10/19 MARTIAL ARTS	1,638.00
Vendor 04657 - LISA AMSELL Total:				2,496.00
Vendor: 01976 - LPPEA				
11/14/2024	39720	LPPEA	LPPEA Dues Withheld	75.00
Vendor 01976 - LPPEA Total:				75.00
Vendor: 05007 - MANASA NAGARAJAN				
11/19/2024	39725	MANASA NAGARAJAN	12520 MUSICAL THEATER RFD	142.00
Vendor 05007 - MANASA NAGARAJAN Total:				142.00
Vendor: 04380 - MANHATTAN STITCHING				
11/19/2024	APA001889	MANHATTAN STITCHING	9/3 UNIFORMS/PW	131.10
11/19/2024	APA001889	MANHATTAN STITCHING	9/3 UNIFORMS/PW	131.09
11/19/2024	APA001889	MANHATTAN STITCHING	9/3 UNIFORMS/PW	131.10
Vendor 04380 - MANHATTAN STITCHING Total:				393.29
Vendor: 03374 - MARY JOY FLORESCA				
11/19/2024	APA001867	MARY JOY FLORESCA	11/2 PAVILION DEPOSIT RFD	200.00
Vendor 03374 - MARY JOY FLORESCA Total:				200.00
Vendor: 03125 - MAY SPENCE				
11/19/2024	2214	MAY SPENCE	11/11 Vision CLM	216.77
11/19/2024	2214	MAY SPENCE	11/11 Vision CLM	40.64
11/19/2024	2214	MAY SPENCE	11/11 Vision CLM	13.55
11/19/2024	2214	MAY SPENCE	11/11 Vision CLM	240.00
11/19/2024	2214	MAY SPENCE	11/11 Vision CLM	45.00
11/19/2024	2214	MAY SPENCE	11/11 Vision CLM	15.00
Vendor 03125 - MAY SPENCE Total:				570.96
Vendor: 02183 - MINUTEMAN PRESS				
11/19/2024	APA001893	MINUTEMAN PRESS	(1)SERVICE ORDER FORMS/WTR	163.13
Vendor 02183 - MINUTEMAN PRESS Total:				163.13
Vendor: 01752 - MISSION SQUARE - PLAN 302549				
11/14/2024	APA001840	MISSION SQUARE - PLAN 302...	Deferred Comp	1,173.07
11/14/2024	APA001840	MISSION SQUARE - PLAN 302...	Deferred Comp	2,294.23
11/14/2024	APA001840	MISSION SQUARE - PLAN 302...	Deferred Comp	2,659.11
Vendor 01752 - MISSION SQUARE - PLAN 302549 Total:				6,126.41

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Vendor: 02219 - NATIONAL READY MIXED CONCRETE SALES LLC				
11/19/2024	APA001896	NATIONAL READY MIXED CON...	10/9 LEAK RPR SUPPLIES/7362 DOUGLAS	538.66
11/19/2024	APA001896	NATIONAL READY MIXED CON...	10/21 LEAK RPR SUPPLIES/7152 RAMPART	623.14
Vendor 02219 - NATIONAL READY MIXED CONCRETE SALES LLC Total:				1,161.80
Vendor: 02228 - NEXT DAY SIGNS				
11/19/2024	APA001897	NEXT DAY SIGNS	10/11 TENNIS&PICKLEBALL SIGNS/CP	2,069.55
Vendor 02228 - NEXT DAY SIGNS Total:				2,069.55
Vendor: 05569 - OMAR OCHOA				
11/19/2024	2213	OMAR OCHOA	10/29 T2 CERT RNWL REIMB/WTR	60.00
Vendor 05569 - OMAR OCHOA Total:				60.00
Vendor: 02277 - PARS				
11/19/2024	APA001900	PARS	SEP '24 PARS ADM SVCS	405.68
Vendor 02277 - PARS Total:				405.68
Vendor: 02279 - PERS RETIREMENT				
11/14/2024	DFT0009336	PERS RETIREMENT	CalPERS Employee Contribution	1,938.17
11/14/2024	DFT0009337	PERS RETIREMENT	CalPERS Employer Contribution	3,881.18
11/14/2024	DFT0009338	PERS RETIREMENT	CalPERS Employee Contribution	1,690.69
11/14/2024	DFT0009339	PERS RETIREMENT	CalPERS Employer Contribution	2,451.51
11/14/2024	DFT0009340	PERS RETIREMENT	CalPERS Employee Contribution	3,746.89
11/14/2024	DFT0009341	PERS RETIREMENT	CalPERS Employer Contribution	3,804.92
11/14/2024	DFT0009342	PERS RETIREMENT	CalPERS Employee Contribution	1,811.53
11/14/2024	DFT0009343	PERS RETIREMENT	CalPERS Employer Contribution	5,897.55
11/14/2024	DFT0009344	PERS RETIREMENT	CalPERS Employee Contribution	416.83
11/14/2024	DFT0009345	PERS RETIREMENT	CalPERS Employer Contribution	1,077.20
11/14/2024	DFT0009346	PERS RETIREMENT	CalPERS Employee Contribution	7,366.09
11/14/2024	DFT0009347	PERS RETIREMENT	CalPERS Employer Contribution	7,347.31
11/14/2024	DFT0009348	PERS RETIREMENT	Employee Survivor Contribution Amount	45.57
Vendor 02279 - PERS RETIREMENT Total:				41,475.44
Vendor: 05726 - RASHMI DESAI				
11/19/2024	APA001861	RASHMI DESAI	10/19 GAZEBO DEPOSIT RFD	100.00
Vendor 05726 - RASHMI DESAI Total:				100.00
Vendor: 05137 - READWRITE EDUCATIONAL SOLUTIONS INC.				
11/19/2024	APA001902	READWRITE EDUCATIONAL SO...	10/2-10/21 READING DEVELOPMENT	115.70
11/19/2024	APA001902	READWRITE EDUCATIONAL SO...	10/2-10/21	57.85
11/19/2024	APA001902	READWRITE EDUCATIONAL SO...	10/2-10/21 MATH DEVELOPMENT	57.85
Vendor 05137 - READWRITE EDUCATIONAL SOLUTIONS INC. Total:				231.40
Vendor: 05671 - RICHARD MIEIR				
11/19/2024	APA001892	RICHARD MIEIR	9/5-9/26 TAI CHI	114.40
11/19/2024	APA001892	RICHARD MIEIR	10/3-10/17 TAI CHI	57.20
Vendor 05671 - RICHARD MIEIR Total:				171.60
Vendor: 02447 - S & J SUPPLY CO INC				
11/19/2024	APA001904	S & J SUPPLY CO INC	10/30 MTR BOX LIDS/WTR	2,903.76
Vendor 02447 - S & J SUPPLY CO INC Total:				2,903.76

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Vendor: 02520 - SHELDON EXTINGUISHER CO INC				
11/19/2024	APA001905	SHELDON EXTINGUISHER CO I...	10/21 SVC FIRE EXTINGUISHERS/CY	820.94
Vendor 02520 - SHELDON EXTINGUISHER CO INC Total:				820.94
Vendor: 02535 - SMART & FINAL				
11/19/2024	APA001906	SMART & FINAL	10/16 SUPPLIES/REC	132.47
Vendor 02535 - SMART & FINAL Total:				132.47
Vendor: 02809 - SO CAL FIRST AID & SAFETY (FORMERLY ZEE MEDICAL)				
11/19/2024	APA001907	SO CAL FIRST AID & SAFETY (F...	10/17 FIRST AID SUPPLIES/REC	124.02
Vendor 02809 - SO CAL FIRST AID & SAFETY (FORMERLY ZEE MEDICAL) Total:				124.02
Vendor: 02640 - SO CAL GAS COMPANY				
11/12/2024	DFT0009334	SO CAL GAS COMPANY	11/5 6800 WALKER/WW	68.53
11/06/2024	DFT0009361	SO CAL GAS COMPANY	11/1 8415 MEADOWLARK/BOOSTER	16.42
11/06/2024	DFT0009362	SO CAL GAS COMPANY	11/1 8441 MOODY/CY	37.66
11/06/2024	DFT0009363	SO CAL GAS COMPANY	11/17821 WALKER/CC&CP	99.50
11/06/2024	DFT0009364	SO CAL GAS COMPANY	11/1 7821 WALKER/REAR GEN	29.25
11/06/2024	DFT0009365	SO CAL GAS COMPANY	11/1 7792 WALKER/PD	1,022.63
Vendor 02640 - SO CAL GAS COMPANY Total:				1,273.99
Vendor: 02556 - SOUTHERN CALIFORNIA EDISON				
11/12/2024	DFT0009331	SOUTHERN CALIFORNIA EDIS...	11/5 MISC ELECTR FEE	7.50
11/12/2024	DFT0009331	SOUTHERN CALIFORNIA EDIS...	11/5 LP/MOODY SIGNAL	89.12
11/12/2024	DFT0009331	SOUTHERN CALIFORNIA EDIS...	11/5 7701 WALKER/HOSPITAL SIGNAL	94.48
11/12/2024	DFT0009331	SOUTHERN CALIFORNIA EDIS...	11/5 5498 LA PALMA TC1	99.86
11/12/2024	DFT0009331	SOUTHERN CALIFORNIA EDIS...	11/5 8171 WALKER/LA LUNA SIGNAL	71.37
11/12/2024	DFT0009331	SOUTHERN CALIFORNIA EDIS...	11/5 LP/REDFORD SIGNAL	74.17
11/12/2024	DFT0009331	SOUTHERN CALIFORNIA EDIS...	11/5 5001 CRESCENT SIGNAL	94.01
11/12/2024	DFT0009331	SOUTHERN CALIFORNIA EDIS...	11/5 LP/WALKER SIGNAL	48.24
11/12/2024	DFT0009331	SOUTHERN CALIFORNIA EDIS...	11/5 MOODY/LA LUNA SIGNAL	28.86
11/12/2024	DFT0009331	SOUTHERN CALIFORNIA EDIS...	11/5 E/S VV/ORANGETHORPE SGNL	96.87
11/12/2024	DFT0009331	SOUTHERN CALIFORNIA EDIS...	11/5 S/S ORANGETHORPE/VV SIGNAL	79.77
11/12/2024	DFT0009331	SOUTHERN CALIFORNIA EDIS...	11/5 MOODY/SHARON SIGNAL	75.10
11/12/2024	DFT0009331	SOUTHERN CALIFORNIA EDIS...	11/5 WALKER/183RD SIGNAL	65.77
11/12/2024	DFT0009331	SOUTHERN CALIFORNIA EDIS...	11/5 8231-1/2 WALKER	60.85
11/12/2024	DFT0009331	SOUTHERN CALIFORNIA EDIS...	11/5 7903 WALKER/REC SIGNAL	60.62
11/12/2024	DFT0009331	SOUTHERN CALIFORNIA EDIS...	11/5 LP/DENNI SIGNAL	90.98
11/12/2024	DFT0009331	SOUTHERN CALIFORNIA EDIS...	11/5 5002 HOUSTON	85.38
11/12/2024	DFT0009332	SOUTHERN CALIFORNIA EDIS...	8/19 7831 WALKER/CP (PMT2/2)	259.06
11/12/2024	DFT0009333	SOUTHERN CALIFORNIA EDIS...	9/12 6998 WALKER TC1	104.27
11/14/2024	DFT0009352	SOUTHERN CALIFORNIA EDIS...	11/7 6998 WALKER TC1	98.13
11/14/2024	DFT0009353	SOUTHERN CALIFORNIA EDIS...	8/26 5712 LA PALMA TC1	69.03
11/14/2024	DFT0009354	SOUTHERN CALIFORNIA EDIS...	11/7 5872 LA PALMA/MEDIAN	24.19
11/14/2024	DFT0009354	SOUTHERN CALIFORNIA EDIS...	11/7 8172 MOODY/WINDSONG TC1	129.75
11/14/2024	DFT0009354	SOUTHERN CALIFORNIA EDIS...	11/7 7502 WALKER/HOUSTON TC1	71.84
11/06/2024	DFT0009355	SOUTHERN CALIFORNIA EDIS...	11/1 LS-1/ALL NIGHT ADD'L LAMPS	49.43
11/06/2024	DFT0009356	SOUTHERN CALIFORNIA EDIS...	11/1 LS-1/ALL NIGHT	13,909.56
11/06/2024	DFT0009357	SOUTHERN CALIFORNIA EDIS...	11/1 LS-2/METERED	440.06
11/06/2024	DFT0009358	SOUTHERN CALIFORNIA EDIS...	11/1 WALKER/91 FWY LAMPS	125.87
11/06/2024	DFT0009359	SOUTHERN CALIFORNIA EDIS...	11/1 LS-2/8172 MOODY	35.92
11/06/2024	DFT0009360	SOUTHERN CALIFORNIA EDIS...	11/1 LS-2 8231-1/2 WALKER	17.95
Vendor 02556 - SOUTHERN CALIFORNIA EDISON Total:				16,558.01

Warrant Register

Payable Dates: 11/6/2024 - 11/19/2024

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 05073 - ST. NICK'S				
11/19/2024	APA001908	ST. NICK'S	CITY HOLIDAY DECOR	15,991.00
Vendor 05073 - ST. NICK'S Total:				15,991.00
Vendor: 02568 - STAPLES BUSINESS ADVANTAGE				
11/19/2024	APA001909	STAPLES BUSINESS ADVANTA...	10/22 OFFICE SUPPLIES/TT	46.44
11/19/2024	APA001909	STAPLES BUSINESS ADVANTA...	11/06 OFFICE SUPPLIES/CH	55.25
Vendor 02568 - STAPLES BUSINESS ADVANTAGE Total:				101.69
Vendor: 02576 - STEP SAVER INC				
11/19/2024	APA001910	STEP SAVER INC	10/28 WTR TREATMENT SUPPLIES/CY	157.18
11/19/2024	APA001910	STEP SAVER INC	10/28 WTR TREATMENT SUPPLIES/WW	159.30
Vendor 02576 - STEP SAVER INC Total:				316.48
Vendor: 04122 - TAN NGUYEN OR WEST GROVE VOLLEYBALL LLC				
11/19/2024	APA001898	TAN NGUYEN OR WEST GROVE..	10/6-10/27 INT VOLLEYBALL	31.85
Vendor 04122 - TAN NGUYEN OR WEST GROVE VOLLEYBALL LLC Total:				31.85
Vendor: 02655 - THE WORKSHOP				
11/19/2024	APA001926	THE WORKSHOP	(200)LP SHIPPING LABELS/GG	288.05
Vendor 02655 - THE WORKSHOP Total:				288.05
Vendor: 04630 - T-MOBILE USA INC				
11/19/2024	39729	T-MOBILE USA INC	9/21-10/20 2024 UAS DATA PLAN/PD	32.80
Vendor 04630 - T-MOBILE USA INC Total:				32.80
Vendor: 02706 - U S BANK INSTITUTIONAL TRUST-WESTERN REGION				
11/14/2024	APA001841	U S BANK INSTITUTIONAL TRU...	PARS Part Time Retirement Contributions	858.22
Vendor 02706 - U S BANK INSTITUTIONAL TRUST-WESTERN REGION Total:				858.22
Vendor: 02712 - UNDERGROUND SERVICE ALERT				
11/19/2024	APA001919	UNDERGROUND SERVICE ALE...	(33)DIG ALERT NOTICES/PW	35.52
11/19/2024	APA001919	UNDERGROUND SERVICE ALE...	(33)DIG ALERT NOTICES/PW	35.53
Vendor 02712 - UNDERGROUND SERVICE ALERT Total:				71.05
Vendor: 05555 - UNISPEC CONSTRUCTION INC.				
11/19/2024	2215	UNISPEC CONSTRUCTION INC.	LESS 5% RETENTION/ST-371	-10,150.76
11/19/2024	2215	UNISPEC CONSTRUCTION INC.	MEDIAN ISLANDS PROJ/ST-371	203,015.26
Vendor 05555 - UNISPEC CONSTRUCTION INC. Total:				192,864.50
Vendor: 04008 - VERITIV OPERATING COMPANY				
11/19/2024	APA001922	VERITIV OPERATING COMPANY	10/18 JANITORIAL SUPPLIES/PW	1,544.66
Vendor 04008 - VERITIV OPERATING COMPANY Total:				1,544.66
Vendor: 02742 - VERIZON WIRELESS				
11/19/2024	39730	VERIZON WIRELESS	10/16 CELL PHONES/REC	29.96
11/19/2024	39730	VERIZON WIRELESS	10/16 MACHINE TO MACHINE	150.14
11/19/2024	39730	VERIZON WIRELESS	10/17-11/16 DATA ACCESS/WTR	140.14
11/19/2024	39730	VERIZON WIRELESS	10/17-11/16 SEDARU DATA PLAN/WTR	46.20
Vendor 02742 - VERIZON WIRELESS Total:				366.44
Vendor: 02801 - YOUNG LEADERS OF ORANGE COUNTY				
11/19/2024	APA001927	YOUNG LEADERS OF ORANGE ...	10/5-10/19 MATH COMPETITION	234.00
Vendor 02801 - YOUNG LEADERS OF ORANGE COUNTY Total:				234.00
Grand Total:				457,165.45



City of La Palma

Warrant Register

By Vendor Name

Payable Dates 11/20/2024 - 12/3/2024

Approval

Reviewed by

A handwritten signature in blue ink, appearing to read "Ryan Hallett", written over a horizontal line.

Ryan Hallett - Assistant City Manager

A handwritten signature in blue ink, appearing to read "Conal", written over a horizontal line.

Conal McNamara - City Manager

Warrant Register

Payable Dates: 11/20/2024 - 12/3/2024

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 05209 - AHANG PARK				
12/03/2024	APA001967	AHANG PARK	11/16 COMM CTR DEPOSIT RFD	300.00
Vendor 05209 - AHANG PARK Total:				300.00
Vendor: 05582 - ALAN BRANDON RIVERA				
12/03/2024	2219	ALAN BRANDON RIVERA	11/12-15 MMASC CONF/MA	1,248.70
Vendor 05582 - ALAN BRANDON RIVERA Total:				1,248.70
Vendor: 05741 - ALBA CARRIZO TORRES				
12/03/2024	APA001935	ALBA CARRIZO TORRES	12880 JR ACES TENNIS RFD	85.00
Vendor 05741 - ALBA CARRIZO TORRES Total:				85.00
Vendor: 05522 - ANDREW DELGADO				
12/03/2024	2216	ANDREW DELGADO	11/4-8 DUI TRNG/PD	271.10
Vendor 05522 - ANDREW DELGADO Total:				271.10
Vendor: 05740 - BORAM LEE				
12/03/2024	APA001961	BORAM LEE	12791 LESS CANCELLATION FEE	-11.00
12/03/2024	APA001961	BORAM LEE	12791 TT RFD	149.00
Vendor 05740 - BORAM LEE Total:				138.00
Vendor: 05176 - BUREAU VERITAS NORTH AMERICA INC				
12/03/2024	APA001933	BUREAU VERITAS NORTH AM...	OCT'24 PERMIT TECH SVCS/BSD	7,945.00
12/03/2024	APA001933	BUREAU VERITAS NORTH AM...	OCT'24 BLDG OFF SVCS/BSD	2,310.00
12/03/2024	APA001933	BUREAU VERITAS NORTH AM...	OCT'24 BLDG INSP MLGE/BSD	306.19
12/03/2024	APA001933	BUREAU VERITAS NORTH AM...	OCT'24 SOLAR PLAN CK SVCS/BSD	300.00
12/03/2024	APA001933	BUREAU VERITAS NORTH AM...	OCT'24 PLAN CK SVCS HOURLY/BSD	188.17
12/03/2024	APA001933	BUREAU VERITAS NORTH AM...	OCT'24 BLDG INSP SVCS/BSD	8,122.50
Vendor 05176 - BUREAU VERITAS NORTH AMERICA INC Total:				19,171.86
Vendor: 05744 - CELINA CASAREZ				
12/03/2024	APA001936	CELINA CASAREZ	11/19 GAZEBO DEPOSIT RFD	100.00
Vendor 05744 - CELINA CASAREZ Total:				100.00
Vendor: 05743 - CHRISTOPHER HERNANDEZ				
12/03/2024	APA001950	CHRISTOPHER HERNANDEZ	11/17 GAZEBO DEPOSIT RFD	100.00
Vendor 05743 - CHRISTOPHER HERNANDEZ Total:				100.00
Vendor: 03604 - CINTAS CORPORATION				
12/03/2024	APA001939	CINTAS CORPORATION	11/7 UNIFORM SVC/PW	34.52
12/03/2024	APA001939	CINTAS CORPORATION	11/7 UNIFORM SVC/PW	34.52
12/03/2024	APA001939	CINTAS CORPORATION	11/7 UNIFORM SVC/PW	50.02
12/03/2024	APA001939	CINTAS CORPORATION	11/14 UNFORM SVC/PW	-3.18
12/03/2024	APA001939	CINTAS CORPORATION	11/14 UNFORM SVC/PW	34.52
12/03/2024	APA001939	CINTAS CORPORATION	11/14 UNFORM SVC/PW	-3.18
12/03/2024	APA001939	CINTAS CORPORATION	11/14 UNFORM SVC/PW	34.52
12/03/2024	APA001939	CINTAS CORPORATION	11/14 UNFORM SVC/PW	-4.73
12/03/2024	APA001939	CINTAS CORPORATION	11/14 UNFORM SVC/PW	50.02
Vendor 03604 - CINTAS CORPORATION Total:				227.03
Vendor: 03283 - CITY NATIONAL BANK				
11/20/2024	DFT0009367	CITY NATIONAL BANK	10/9-11 CJPJA CONF PARKING/PM	50.00
11/20/2024	DFT0009368	CITY NATIONAL BANK	10/9-11 CJPJA CONF HOTEL/PM	757.06
11/20/2024	DFT0009369	CITY NATIONAL BANK	10/17 CACEO CONF/CEO	620.00
11/20/2024	DFT0009370	CITY NATIONAL BANK	10/16-18 LOCC CONF HOTEL/PM	630.88
11/20/2024	DFT0009371	CITY NATIONAL BANK	10/24 PDAOC LEGISLATIVE UPDATE RFD/CD	-25.00
11/20/2024	DFT0009381	CITY NATIONAL BANK	10/8 LOCC OC DIV MTG/CM	30.00
11/20/2024	DFT0009382	CITY NATIONAL BANK	10/8 CJPJA RISK MGMT FORUM MEAL/CM	64.00

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Payable Dates: 11/20/2024 - 12/3/2024

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
11/20/2024	DFT0009383	CITY NATIONAL BANK	2/5-7 LOCC CM CONF REGISTRATION/CM	775.00
11/20/2024	DFT0009384	CITY NATIONAL BANK	10/9-11 CJPIA RISK MGMT FORUM HOTEL/CCMBR	614.90
11/20/2024	DFT0009385	CITY NATIONAL BANK	10/9-11 CJPIA MGMT FORUM HOTEL/CM	1,227.33
11/20/2024	DFT0009386	CITY NATIONAL BANK	10/16-19 LOCC CONF HOTEL/MYR	833.12
11/20/2024	DFT0009387	CITY NATIONAL BANK	10/15 APA DUES/CM	754.92
11/20/2024	DFT0009388	CITY NATIONAL BANK	10/16-18 LOCC CONF MEALS/CM	13.23
11/20/2024	DFT0009389	CITY NATIONAL BANK	10/16-18 LOCC CONF MEAL/CM	75.00
11/20/2024	DFT0009390	CITY NATIONAL BANK	10/16-18 LOCC CONF HOTEL CREDIT/MYR	-227.70
11/20/2024	DFT0009391	CITY NATIONAL BANK	10/31 NOCCC CM MTG SUPPLIES/CM	305.75
Vendor 03283 - CITY NATIONAL BANK Total:				6,498.49

Vendor: 01348 - CITY OF CYPRESS

12/03/2024	39735	CITY OF CYPRESS	JUL-SEP'24 SIGNAL MAINT/PW	490.25
12/03/2024	39736	CITY OF CYPRESS	JUL-SEP'24 SIGNAL MAINT/PW	1,797.29
Vendor 01348 - CITY OF CYPRESS Total:				2,287.54

Vendor: 01356 - CITY OF LA PALMA FLEXIBLE

11/27/2024	39732	CITY OF LA PALMA FLEXIBLE	Flexible Spending Contributions - Medical	98.07
Vendor 01356 - CITY OF LA PALMA FLEXIBLE Total:				98.07

Vendor: 01367 - CITY OF TUSTIN

12/03/2024	APA001980	CITY OF TUSTIN	2025 OCHRC DUES/ADM	250.00
Vendor 01367 - CITY OF TUSTIN Total:				250.00

Vendor: 04787 - ENTERPRISE FM TRUST

12/03/2024	APA001941	ENTERPRISE FM TRUST	NOV'24 LEASE PMT/LP-32	571.28
12/03/2024	APA001941	ENTERPRISE FM TRUST	NOV'24 MAINT MGMT/PW&WTR	24.00
12/03/2024	APA001941	ENTERPRISE FM TRUST	NOV'24 LEASE PMT/LP-52	321.28
12/03/2024	APA001941	ENTERPRISE FM TRUST	NOV'24 LEASE PMT/LP-53	321.28
12/03/2024	APA001941	ENTERPRISE FM TRUST	NOV'24 LEASE PMT/LP-51	321.28
12/03/2024	APA001941	ENTERPRISE FM TRUST	NOV'24 LEASE PMT/LP-49	321.28
12/03/2024	APA001941	ENTERPRISE FM TRUST	NOV'24 LEASE PMT/LP-60	658.26
12/03/2024	APA001941	ENTERPRISE FM TRUST	NOV'24 LEASE PMT/LP-33	321.28
12/03/2024	APA001941	ENTERPRISE FM TRUST	NOV'24 LEASE PMT/LP-56	814.61
12/03/2024	APA001941	ENTERPRISE FM TRUST	NOV'24 LEASE PMT/LP-30	321.28
12/03/2024	APA001941	ENTERPRISE FM TRUST	NOV'24 LEASE PMT/LP-64	1,431.25
12/03/2024	APA001941	ENTERPRISE FM TRUST	NOV'24 LEASE PMT/LP-63	1,375.74
12/03/2024	APA001941	ENTERPRISE FM TRUST	NOV'24 LEASE PMT/LP-61	1,220.47
12/03/2024	APA001941	ENTERPRISE FM TRUST	NOV'24 LEASE PMT/LP-62	1,226.70
12/03/2024	APA001941	ENTERPRISE FM TRUST	NOV'24 LEASE PMT/LP-58	830.48
12/03/2024	APA001941	ENTERPRISE FM TRUST	NOV'24 LEASE PMT/LP-57	823.89
Vendor 04787 - ENTERPRISE FM TRUST Total:				10,904.36

Vendor: 05399 - ENTRY SYSTEMS

12/03/2024	APA001942	ENTRY SYSTEMS	11/6&12 GATE RPR/CY	1,476.65
Vendor 05399 - ENTRY SYSTEMS Total:				1,476.65

Vendor: 05071 - FLEETCOR TECHNOLOGIES INC - ARCO

11/15/2024	DFT0009380	FLEETCOR TECHNOLOGIES INC...	11/3 GASOLINE/PD	76.89
11/15/2024	DFT0009380	FLEETCOR TECHNOLOGIES INC...	11/3 GASOLINE/PW	420.69
11/15/2024	DFT0009380	FLEETCOR TECHNOLOGIES INC...	11/3 GASOLINE/REC	192.36
11/15/2024	DFT0009380	FLEETCOR TECHNOLOGIES INC...	11/3 GASOLINE/WTR	317.92
Vendor 05071 - FLEETCOR TECHNOLOGIES INC - ARCO Total:				1,007.86

Vendor: 05272 - FLEETCOR TECHNOLOGIES INC - VP RACING

11/20/2024	DFT0009379	FLEETCOR TECHNOLOGIES INC...	11/15 GASOLINE/PD	752.04
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Payable Dates: 11/20/2024 - 12/3/2024

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
11/20/2024	DFT0009379	FLEETCOR TECHNOLOGIES INC...	11/15 VOLUME DISCOUNT	-5.34
Vendor 05272 - FLEETCOR TECHNOLOGIES INC - VP RACING Total:				746.70
Vendor: 01631 - FRANCHISE TAX BOARD				
11/27/2024	DFT0009377	FRANCHISE TAX BOARD	State Tax Withholding	-27.43
11/27/2024	DFT0009410	FRANCHISE TAX BOARD	State Tax Withholding	10,371.50
Vendor 01631 - FRANCHISE TAX BOARD Total:				10,344.07
Vendor: 04832 - GANGAIKONDAN KRISHNA				
12/03/2024	APA001958	GANGAIKONDAN KRISHNA	12/18 LESS CANCELLATION FEE	-50.00
12/03/2024	APA001958	GANGAIKONDAN KRISHNA	12/18 COMM CTR DEPOSIT RFD	300.00
Vendor 04832 - GANGAIKONDAN KRISHNA Total:				250.00
Vendor: 01707 - HARRINGTON INDUSTRIAL PLASTICS				
12/03/2024	APA001948	HARRINGTON INDUSTRIAL PL...	7/11 RPR PARTS/WTR	170.50
Vendor 01707 - HARRINGTON INDUSTRIAL PLASTICS Total:				170.50
Vendor: 02642 - HOME DEPOT				
12/03/2024	APA001951	HOME DEPOT	10/22 MAINT SUPPLIES/PW	325.16
12/03/2024	APA001951	HOME DEPOT	10/21 MAINT SUPPLIES/PW	64.14
12/03/2024	APA001951	HOME DEPOT	10/21 JANITORIAL SUPPLIES/PW	64.56
12/03/2024	APA001951	HOME DEPOT	10/21 RPR SUPPLIES/PW	44.97
12/03/2024	APA001951	HOME DEPOT	10/31 RPR SUPPLIES/PW	86.32
12/03/2024	APA001951	HOME DEPOT	10/31 JANITORIAL SUPPLIES/PW	86.38
12/03/2024	APA001951	HOME DEPOT	10/30 RPR SUPPLIES/PW	83.41
12/03/2024	APA001951	HOME DEPOT	10/29 RPR SUPPLIES/PW	19.25
12/03/2024	APA001951	HOME DEPOT	10/28 SUPPLIES/PW	15.56
12/03/2024	APA001951	HOME DEPOT	11/7 VEH SUPPLIES/LP-59	149.64
12/03/2024	APA001951	HOME DEPOT	11/6 VEH SUPPLIES/LP-61	95.27
12/03/2024	APA001951	HOME DEPOT	10/16 SUPPLIES/PW	26.95
12/03/2024	APA001951	HOME DEPOT	10/15 SUPPLIES/PW	45.21
12/03/2024	APA001951	HOME DEPOT	10/24 MAINT SUPPLIES/PW	83.74
Vendor 02642 - HOME DEPOT Total:				1,190.56
Vendor: 01764 - INTERNAL REVENUE SERVICE				
11/27/2024	DFT0009376	INTERNAL REVENUE SERVICE	Federal Tax Withholding	-68.58
11/27/2024	DFT0009378	INTERNAL REVENUE SERVICE	Medicare	-9.04
11/27/2024	DFT0009409	INTERNAL REVENUE SERVICE	Federal Tax Withholding	27,546.81
11/27/2024	DFT0009411	INTERNAL REVENUE SERVICE	Medicare	6,835.59
Vendor 01764 - INTERNAL REVENUE SERVICE Total:				34,304.78
Vendor: 05738 - JEANIE KANG				
12/03/2024	APA001957	JEANIE KANG	12928 JR ACES TENNIS RFD	59.00
Vendor 05738 - JEANIE KANG Total:				59.00
Vendor: 03559 - JEFF JENKINS SERVICE TECHNICIAN				
12/03/2024	APA001953	JEFF JENKINS SERVICE TECHNI...	6/25 CHLORINE GENERATOR SVC/WW	980.00
12/03/2024	APA001953	JEFF JENKINS SERVICE TECHNI...	7/27 CHLORINE GENERATOR SVC/WW	1,207.93
Vendor 03559 - JEFF JENKINS SERVICE TECHNICIAN Total:				2,187.93
Vendor: 01801 - JHM SUPPLY INC				
12/03/2024	APA001954	JHM SUPPLY INC	11/12 IRRIGATION SUPPLIES/MEDIANS	143.20
Vendor 01801 - JHM SUPPLY INC Total:				143.20
Vendor: 05675 - JOHNNY ALLEN TENNIS ACADEMY				
12/03/2024	APA001955	JOHNNY ALLEN TENNIS ACAD...	11/5-11/19 TINY ACES TENNIS	159.25
12/03/2024	APA001955	JOHNNY ALLEN TENNIS ACAD...	11/5-11/19 LITTLE ACES TENNIS	38.35
Vendor 05675 - JOHNNY ALLEN TENNIS ACADEMY Total:				197.60

Warrant Register

Payable Dates: 11/20/2024 - 12/3/2024

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 01975 - L P G E A				
11/27/2024	39731	L P G E A	LPGEA Dues Withheld	198.00
Vendor 01975 - L P G E A Total:				198.00
Vendor: 01984 - LA PALMA INTERCOMMUNITY HOSPITAL				
12/03/2024	APA001960	LA PALMA INTERCOMMUNITY...	OCT '24 MEALS ON WHEELS	527.00
Vendor 01984 - LA PALMA INTERCOMMUNITY HOSPITAL Total:				527.00
Vendor: 01988 - LA PALMA POLICE ASSN				
11/27/2024	39733	LA PALMA POLICE ASSN	LPPA Dues Withheld	1,256.11
Vendor 01988 - LA PALMA POLICE ASSN Total:				1,256.11
Vendor: 05739 - LAN PHAM				
12/03/2024	APA001968	LAN PHAM	11/5,12,19 SOFTBALL RFDS	180.00
Vendor 05739 - LAN PHAM Total:				180.00
Vendor: 05192 - LAZARO PEREZ				
12/03/2024	2218	LAZARO PEREZ	11/4-8 DUI TRNG/PD	307.30
Vendor 05192 - LAZARO PEREZ Total:				307.30
Vendor: 01976 - LPPEA				
11/27/2024	39734	LPPEA	LPPEA Dues Withheld	75.00
Vendor 01976 - LPPEA Total:				75.00
Vendor: 01752 - MISSION SQUARE - PLAN 302549				
11/27/2024	APA001928	MISSION SQUARE - PLAN 302...	Deferred Comp	1,173.07
11/27/2024	APA001928	MISSION SQUARE - PLAN 302...	Deferred Comp	2,294.23
11/27/2024	APA001928	MISSION SQUARE - PLAN 302...	Deferred Comp	2,659.11
Vendor 01752 - MISSION SQUARE - PLAN 302549 Total:				6,126.41
Vendor: 02201 - MUNICIPAL WATER DISTRICT OF				
12/03/2024	39737	MUNICIPAL WATER DISTRICT ...	OCT'24 CAPACITY CHARGE/WTR	500.72
12/03/2024	39737	MUNICIPAL WATER DISTRICT ...	OCT'24 WATER RTS CHARGE	251.30
Vendor 02201 - MUNICIPAL WATER DISTRICT OF Total:				752.02
Vendor: 02228 - NEXT DAY SIGNS				
12/03/2024	APA001965	NEXT DAY SIGNS	10/14 (2500)DOOR HANGERS/WTR	673.43
Vendor 02228 - NEXT DAY SIGNS Total:				673.43
Vendor: 05745 - NICK CHOYCHANGTHONG				
12/03/2024	APA001937	NICK CHOYCHANGTHONG	11/17 PAVILION DEPOSIT RFD	200.00
Vendor 05745 - NICK CHOYCHANGTHONG Total:				200.00
Vendor: 02279 - PERS RETIREMENT				
11/27/2024	DFT0009396	PERS RETIREMENT	CalPERS Employee Contribution	1,938.17
11/27/2024	DFT0009397	PERS RETIREMENT	CalPERS Employer Contribution	3,881.17
11/27/2024	DFT0009398	PERS RETIREMENT	CalPERS Employee Contribution	1,690.68
11/27/2024	DFT0009399	PERS RETIREMENT	CalPERS Employer Contribution	2,451.49
11/27/2024	DFT0009400	PERS RETIREMENT	CalPERS Employee Contribution	3,714.35
11/27/2024	DFT0009401	PERS RETIREMENT	CalPERS Employer Contribution	3,771.87
11/27/2024	DFT0009402	PERS RETIREMENT	CalPERS Employee Contribution	1,791.63
11/27/2024	DFT0009403	PERS RETIREMENT	CalPERS Employer Contribution	5,832.75
11/27/2024	DFT0009404	PERS RETIREMENT	CalPERS Employee Contribution	416.83
11/27/2024	DFT0009405	PERS RETIREMENT	CalPERS Employer Contribution	1,077.20
11/27/2024	DFT0009406	PERS RETIREMENT	CalPERS Employee Contribution	7,059.01
11/27/2024	DFT0009407	PERS RETIREMENT	CalPERS Employer Contribution	7,041.00
11/27/2024	DFT0009408	PERS RETIREMENT	Employee Survivor Contribution Amount	45.57
Vendor 02279 - PERS RETIREMENT Total:				40,711.72

Warrant Register

Payable Dates: 11/20/2024 - 12/3/2024

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 05137 - READWRITE EDUCATIONAL SOLUTIONS INC.				
12/03/2024	APA001971	READWRITE EDUCATIONAL SO...	10/28-11/18 READING DEVELOPMENT	173.55
12/03/2024	APA001971	READWRITE EDUCATIONAL SO...	10/28-11/18 MATH DEVELOPMENT	115.70
Vendor 05137 - READWRITE EDUCATIONAL SOLUTIONS INC. Total:				289.25
Vendor: 05742 - ROBERT HENDERSON				
12/03/2024	APA001949	ROBERT HENDERSON	11/7 COMM CTR DEPOSIT RFD	200.00
Vendor 05742 - ROBERT HENDERSON Total:				200.00
Vendor: 02458 - S S D SYSTEMS INC				
12/03/2024	APA001972	S S D SYSTEMS INC	DEC'24-FEB'25 ALARM SVC/PD	498.66
Vendor 02458 - S S D SYSTEMS INC Total:				498.66
Vendor: 02535 - SMART & FINAL				
12/03/2024	APA001974	SMART & FINAL	11/18 SUPPLIES/REC	138.94
12/03/2024	APA001974	SMART & FINAL	11/18 SUPPLIES/INSPOTTEEN	24.73
12/03/2024	APA001974	SMART & FINAL	11/13 SUPPLIES/REC	28.70
Vendor 02535 - SMART & FINAL Total:				192.37
Vendor: 04797 - SMART CIENEGA LLC				
12/03/2024	APA001975	SMART CIENEGA LLC	DEC'24 CAM & INS/5414LP	435.00
Vendor 04797 - SMART CIENEGA LLC Total:				435.00
Vendor: 02556 - SOUTHERN CALIFORNIA EDISON				
11/25/2024	DFT0009395	SOUTHERN CALIFORNIA EDIS...	11/23 5712 LA PALMA TC1	72.77
Vendor 02556 - SOUTHERN CALIFORNIA EDISON Total:				72.77
Vendor: 02568 - STAPLES BUSINESS ADVANTAGE				
12/03/2024	APA001978	STAPLES BUSINESS ADVANTA...	10/8 OFFICE SUPPLIES/REC	52.83
12/03/2024	APA001978	STAPLES BUSINESS ADVANTA...	10/8 OFFICE SUPPLIES/REC	27.06
12/03/2024	APA001978	STAPLES BUSINESS ADVANTA...	11/14 OFFICE SUPPLIES/REC	173.58
12/03/2024	APA001978	STAPLES BUSINESS ADVANTA...	11/14 OFFICE SUPPLIES/REC	112.60
12/03/2024	APA001978	STAPLES BUSINESS ADVANTA...	11/14 OFFICE SUPPLIES/REC	31.74
Vendor 02568 - STAPLES BUSINESS ADVANTAGE Total:				397.81
Vendor: 02576 - STEP SAVER INC				
12/03/2024	APA001979	STEP SAVER INC	11/12 WTR TREATMENT SUPPLIES/CY	184.79
12/03/2024	APA001979	STEP SAVER INC	11/12 WTR TREATMENT SUPPLIES/WW	169.92
Vendor 02576 - STEP SAVER INC Total:				354.71
Vendor: 04122 - TAN NGUYEN OR WEST GROVE VOLLEYBALL LLC				
12/03/2024	APA001966	TAN NGUYEN OR WEST GROVE..	11/3-11/17 INT VOLLEYBALL	144.30
12/03/2024	APA001966	TAN NGUYEN OR WEST GROVE..	11/3-11/17 ADV VOLLEYBALL	72.15
Vendor 04122 - TAN NGUYEN OR WEST GROVE VOLLEYBALL LLC Total:				216.45
Vendor: 05360 - TWINKLE DOSHI				
12/03/2024	APA001940	TWINKLE DOSHI	11/9 PAVILION DEPOSIT RFD	100.00
Vendor 05360 - TWINKLE DOSHI Total:				100.00
Vendor: 02706 - U S BANK INSTITUTIONAL TRUST-WESTERN REGION				
11/27/2024	APA001929	U S BANK INSTITUTIONAL TRU...	PARS Part Time Retirement Contributions	816.88
Vendor 02706 - U S BANK INSTITUTIONAL TRUST-WESTERN REGION Total:				816.88
Vendor: 05555 - UNISPEC CONSTRUCTION INC.				
12/03/2024	2220	UNISPEC CONSTRUCTION INC.	LESS 5% RETENTION/ST-371	-4,337.39
12/03/2024	2220	UNISPEC CONSTRUCTION INC.	MEDIAN ISLANDS PROJ/ST-371	86,747.96
Vendor 05555 - UNISPEC CONSTRUCTION INC. Total:				82,410.57
Vendor: 04008 - VERITIV OPERATING COMPANY				
12/03/2024	APA001982	VERITIV OPERATING COMPANY	11/5 JANITORIAL FUEL SURCHARGE/PW	8.16
12/03/2024	APA001982	VERITIV OPERATING COMPANY	11/7 JANITORIAL SUPPLIES/PW	669.05
Vendor 04008 - VERITIV OPERATING COMPANY Total:				677.21

Warrant Register

Payable Dates: 11/20/2024 - 12/3/2024

Payment Date	Payment Number	Vendor Name	Description (Item)	Amount
Vendor: 02742 - VERIZON WIRELESS				
12/03/2024	39739	VERIZON WIRELESS	11/10-12/10 DATA ACCESS/ENG TECH	45.01
Vendor 02742 - VERIZON WIRELESS Total:				45.01
Vendor: 02763 - WEST COAST ARBORISTS INC				
12/03/2024	APA001983	WEST COAST ARBORISTS INC	10/28-31 TREE PRUNING&STUMP RMVL/CITYWIDE	16,322.00
Vendor 02763 - WEST COAST ARBORISTS INC Total:				16,322.00
Vendor: 05746 - YIN WU				
12/03/2024	APA001984	YIN WU	11/10 PAVILION DEPOSIT RFD	200.00
Vendor 05746 - YIN WU Total:				200.00
Grand Total:				247,994.68

City of La Palma

Agenda Item No. 4



MEETING DATE: December 10, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Ryan Hallett, Assistant City Manager

AGENDA TITLE: Contract Amendment for Grant Writing and Funding Advocacy Consulting Services

RECOMMENDED ACTION:

It is recommended that the City Council authorize the City Manager to execute a contract amendment with Townsend Public Affairs for grant writing and funding advocacy consulting services, extending the contract term through December 31, 2026.

SUMMARY

The City Council approved a one-year agreement with Townsend Public Affairs (TPA) on December 12, 2023, to provide grant writing and funding advocacy services. This partnership was aimed at enhancing the City's capacity to secure state and federal funding opportunities, including grants and legislative earmarks, through strategic advocacy and professional grant writing, while providing TPA with an initial one-year opportunity to demonstrate their capabilities.

As of December 2024, TPA successfully secured \$88,500 for the City through a California Highway Patrol Cannabis Tax Fund Grant to support the Police Department in preventing impaired driving, enhancing public safety, and providing community education. Additionally, TPA has helped secure \$1,000,000 in federal appropriations for the Public Safety Station Modernization and Rehabilitation Project. While other earmark requests, including the Walker Well Rehabilitation and Expansion and Water Treatment Facility projects, were not included in the final appropriations bill, TPA will continue advocating for these critical projects.

TPA has also contributed to the North Orange County Public Safety Collaborative, which has received \$45.8 million in state and federal funding since 2017. This funding has supported public safety initiatives, including a school resource officer in La Palma. TPA remains committed to pursuing future opportunities, focusing on community project funding at the federal level.

The one-year agreement with TPA has proven highly successful, resulting in significant funding for the City, including grants and earmarks that support critical community initiatives. Building on this success, staff is recommending a two-year contract amendment to continue leveraging TPA's expertise in securing state and federal funding opportunities and advocating for the City's priorities. TPA is requesting a rate adjustment of \$750 per month for the first year of the two-year contract amendment, resulting in an annual fee of \$66,000 for year one. The fee will remain unchanged in year

two.

FISCAL IMPACT

The proposed two-year contract amendment with TPA includes an increase of \$750 per month in the first year, resulting in an annual fee of \$66,000 for year one. The fee will remain unchanged at \$66,000 for the second year. Staff will return to Council at mid-year to request an additional appropriation.

ATTACHMENTS:

1. 2024 Progress Report
2. Contract Amendment

MEMORANDUM

To: City of La Palma

From: Townsend Public Affairs

Date: December 4, 2024

Subject: Grant Submission Tracker for the City of La Palma

GRANTS					
Date Submitted	Grant Request	Grant Type	Amount Requested	Amount Awarded	Comments
AWARDED					
TOTAL AWARDED TO DATE: <u>\$88,500</u>					
2/15/2024	California Highway Patrol: Cannabis Tax Fund Grant	State	\$88,500	\$88,500	

EARMARKS

Date Submitted	Project Name	Account	Amount Requested	Amount Included in Current Bill	Comments
March 2024	Public Safety Station Modernization and Rehabilitation Project	THUD – EDI	\$2,000,000	\$1,000,000	Chosen by Congresswoman Steel, Senator Padilla and Senator Butler. Included in the House-passed appropriations bill.
March 2024	Walker Well Rehabilitation and Expansion	Int/Env - STAG	\$4,800,000	\$0	Not chosen by Congresswoman Steel. Chosen by Senator Padilla and Senator Butler but did not get included in final appropriations bill.
March 2024	Water Treatment Facility	Int/Env - STAG	\$5,000,000	\$0	Not chosen by Congresswoman Steel. Chosen by Senator Padilla and Senator Butler but did not get included in final appropriations bill.
TOTAL (SUBMITTED) PENDING: <u>\$1,000,000</u>					

Additional Funding Related Advocacy:

TPA will continue to work closely with the City of La Palma and the North Orange County Public Safety Collaborative to identify opportunities for continued funding of the Collaborative. Thus far, since 2017, TPA has been successful in securing \$45.8 million in state and federal legislative directed spending to support the public safety goals of the Collaborative, including funding for a school resource officer for the City. Future opportunities will largely be focused on community project funding at the federal level. TPA will work closely with the Members of the Congressional Delegation that represent the Collaborative as well as the other impacted cities to advance the City's public safety priorities.

**FIRST AMENDMENT TO THE AGREEMENT FOR GRANT WRITING
AND FUNDING ADVOCACY CONSULTING SERVICES**

TOWNSEND PUBLIC AFFAIRS

THIS FIRST AMENDMENT TO THE AGREEMENT FOR GRANT WRITING AND FUNDING ADVOCACY CONSULTING SERVICES (hereinafter, the "First Amendment") entered into as of DECEMBER 10, 2024, by and between the CITY OF LA PALMA ("City"), a municipal corporation and TOWNSEND PUBLIC AFFAIRS ("Contractor"). The Contractor and the City are hereinafter together referred to as the "Parties" and each individually as "Party."

RECITALS

- A. The Parties hereto have previously entered into an Agreement (the "Agreement") for grant writing and funding advocacy consulting services, dated December 12, 2023. A true and correct copy of this Agreement is attached as Exhibit A and is hereby incorporated by reference.
- B. The Parties desire extending the term of the Agreement from December 31, 2024, to December 31, 2026.
- C. The Contractor has requested a rate adjustment that will remain unchanged for the duration of this Amendment.

THEREFORE, the Parties desire to amend said Agreement as follows:

- 1. The term of the Agreement is hereby extended from December 31, 2024, to December 31, 2026.
- 2. The City approves and accepts the rate adjustment as attached on Exhibit B.
- 3. Except as noted above, all other terms of the Agreement dated December 12, 2023, shall remain in full force and effect.

IN WITNESS THEREOF, this First Amendment has been executed as of the date first written above.

CITY OF LA PALMA:

By _____
Conal McNamara
City Manager

ATTEST:

Kimberly Kenney, CMC
City Clerk

TOWNSEND PUBLIC AFFAIRS

DocuSigned by:
By Christopher Townsend
Christopher Townsend
President

Exhibit A

[See attached]

AGREEMENT FOR GRANT WRITING AND FUNDING ADVOCACY CONSULTING SERVICES

THIS AGREEMENT FOR CONSULTANT SERVICES (hereinafter, the “Agreement”), is entered into as of Tuesday, December 12, 2023, by and between the CITY OF LA PALMA, a municipal corporation (hereinafter, the “City”), and TOWNSEND PUBLIC AFFAIRS (hereinafter, the “Consultant”). The Consultant and the City are hereafter together referred to as the “Parties” and each individually as a “Party.”

RECITALS

A. The City requires the services of, and desires to retain, a consultant to perform the services set forth and described in the Scope of Work attached hereto as Exhibit “A” and incorporated herein by this reference (hereinafter, the “Consultant Services”).

B. By virtue of the Consultant’s expertise, experience, and background, the Consultant is qualified to perform the Consultant Services for and on behalf of the City.

C. The City and the Consultant mutually desire to enter into this Agreement for the provision of the Consultant Services by the Consultant for and on behalf of the City, in accordance with the terms and conditions set forth herein.

EXECUTORY AGREEMENTS

NOW, THEREFORE, in consideration of the facts recited above and the covenants, conditions, and promises contained herein, the City and the Consultant mutually agree as follows:

1. AGREEMENT

SECTION 1. RETENTION AND DUTIES OF CONSULTANT

1.1 Retention of Consultant. The City hereby retains the Consultant, and the Consultant accepts this retention from the City, to perform the Consultant Services as set forth in the Scope of Work attached hereto as Exhibit “A”.

1.2 Time. Time is of the essence for this Agreement. The Consultant shall perform all Consultant Services, and each component thereof, within the time periods set forth in the Scope of Work.

1.3 Standard of Performance. The Parties mutually acknowledge that the City has retained the Consultant to perform the Consultant Services based upon the special skills, expertise, and experience of the Consultant. Accordingly, in performing the Consultant Services, the Consultant shall use the skill and care that a highly specialized professional with significant expertise in the field, would use under similar circumstances. To the extent that the Consultant retains sub-consultants or subcontractors to perform any portion of any of the Consultant Services, to the extent permitted hereunder, the Consultant has a duty to the City to ensure that the tasks and

services performed by such sub-consultants and subcontractors meet the same highly specialized professional level, skill, and expertise expected of the Consultant.

1.4 Licenses, Permits, Fees, and Approvals. The Consultant shall obtain at its sole cost and expense such licenses, permits, and approvals as may be required by law for the performance of the Consultant Services prior to commencing work. The Consultant and its employees, agents, and sub-consultants or subcontractors shall, at their sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for the performance of the Consultant Services. The Consultant shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Consultant's performance of the Consultant Services, and shall indemnify, defend and hold harmless the City and City Personnel against any such fees, assessments, taxes, penalties or interest levied, assessed, or imposed against the City hereunder.

1.5 Personnel. The Consultant shall at all times allocate sufficient qualified personnel as required to perform the Consultant Services. The Consultant represents that the Consultant Services will be performed by the Consultant or under its direct supervision, and that all personnel engaged in such work shall be fully qualified and shall be authorized and permitted under applicable Federal, State and local law to perform such tasks and services. The Consultant shall pay all wages, salaries, and other amounts due to such personnel in connection with their performance of the Consultant Services and as required by law.

1.6 Materials. The Consultant shall equip itself with all necessary goods, materials, equipment and personal property to perform the services specified in this Agreement. The Consultant shall at all times ensure that all goods, materials, equipment and personal property included within the Consultant Services shall be of good quality, fit for the purpose intended.

1.7 Warranty. By executing this Agreement, the Consultant warrants that the Consultant (i) has thoroughly investigated and considered the Consultant Services to be performed, (ii) has carefully considered how the Consultant Services should be performed, and (iii) fully understands the facilities, difficulties, and restrictions attending performance of the Consultant Services.

1.8 Coordination With City. In the performance of the Consultant Services, the Consultant shall report to and receive instructions from the Assistant City Manager/Administrative Services Director of the City or his or her designee ("Contract Administrator"). Tasks or services other than those specifically described in the Scope of Work shall not be performed by the Consultant or any sub-consultant or subcontractor without the prior written approval of the Contract Administrator pursuant to Section 1.11 herein.

1.9 Subcontracting Prohibited. The Consultant shall not subcontract the performance of any of the Consultant Services without the prior written approval of the Contract Administrator.

1.10 Project Manager. The Consultant agrees that the following person shall be the project manager on behalf of the Consultant under this Agreement, and shall be principally responsible for performing the Consultant Services:

Eric O'Donnell, Deputy Director

Notwithstanding the foregoing, the Parties acknowledge that persons other than the above-designated project manager of the Consultant may perform tasks or services under this Agreement if the performance of such tasks or services is under the supervision and control of the Consultant's project manager. The Consultant shall not alter the assignment of the above-designated project manager without the prior written approval of the Contract Administrator.

1.11 Additional Services. If the City changes the scope of the Consultant Services to be performed by the Consultant, or if the Consultant is requested to perform services not specifically described in the Scope of Work ("Additional Services"), the Consultant shall perform such services as are necessary to complete the work, and compensation for the work performed shall be paid by the City in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B" and incorporated herein by this reference, or as otherwise may be agreed in writing by the City and the Consultant. It is expressly understood by the Consultant that the provisions of this Section 1.11 shall not apply to services specifically set forth in the Scope of Work or reasonably contemplated therein. The Consultant hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than the Consultant anticipates and that the Consultant shall not be entitled to additional compensation therefor. Unless contradictory of this Section 1.11, all provisions in this Agreement applicable to the Consultant's performance of the Consultant Services shall also apply to the Additional Services.

SECTION 2. COMPENSATION TO CONSULTANT

2.1 Payment by the City. The City shall pay to the Consultant for the performance of the Consultant Services compensation in accordance with the Budget and Fee Schedule attached hereto as Exhibit "B".

2.2 Invoices. The Consultant shall invoice the City on a monthly basis for all work performed by the Consultant under this Agreement. Invoices shall include billings for all charges, including authorized direct costs incurred by the Consultant during the month covered by the invoice. All charges for labor or professional services shall describe with specificity the services rendered and shall set forth the number of hours worked and hourly rates in accordance with the Budget and Fee Schedule. Within thirty (30) days of receipt of an invoice, and upon determination by the City that the invoice is in order and that the Consultant has performed all requested or required services in a timely and competent manner, the City shall pay such invoice.

2.3 Record of Payment. The Consultant shall maintain records on all services for and charges to the City under this Agreement for a period of not less than twenty-four (24) months, or for any longer period required by law, after the termination of this Agreement, and make such records available for review and audit if requested by the City at any time during the term, or within twenty-four (24) months, or for any longer period required by law, after the termination of

this Agreement. All such records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible.

SECTION 3. LEGAL RESPONSIBILITIES

3.1 Compliance with Law. The Consultant shall keep fully informed of all Federal and State laws and regional, county, and municipal ordinances and regulations which may in any manner affect those employed by the Consultant or the performance by the Consultant of any tasks or services for or on behalf of the City. The Consultant shall at all times observe and comply with all such laws, ordinances, and regulations, and shall be responsible for the compliance therewith of all work and services performed by the Consultant by or on behalf of the City.

3.2 Independent Contractor. The Consultant is retained as an independent contractor only, for the sole purpose of rendering the Consultant Services, and is not an employee of the City. The City shall have the right to control the Consultant only as to results of the Consultant's services rendered pursuant to this Agreement, and the City shall not have the right to control the means by which the Consultant accomplishes the services performed under this Agreement.

3.3 Non-Discrimination. The Consultant shall not discriminate against any employee or applicant for employment because of any impermissible classification pursuant to Federal or State law, including, but not limited to, race, color, religion, national origin, gender, physical or mental disability, age, military status, sexual orientation, gender identity, gender expression, or marital or familial status. The Consultant shall incorporate the foregoing provisions in all subcontracts.

3.4 Proprietary Information. All proprietary information developed by the Consultant in connection with, or resulting from, this Agreement, including but not limited to inventions, discoveries, improvements, copyrights, patents, maps, reports, textual material, or software programs, shall be the sole and exclusive property of the City, without restriction or limitation upon their use. The Consultant agrees that the compensation to be paid pursuant to this Agreement includes adequate and sufficient compensation for any proprietary information developed in connection with or resulting from the performance of the Consultant Services under this Agreement. The Consultant further understands and agrees that full disclosure of all proprietary information developed in connection with, or resulting from, the performance of services by the Consultant under this Agreement shall be made to the City, and that the Consultant shall do all things necessary and proper to perfect and maintain ownership of such proprietary information by the City. The Consultant hereby agrees to deliver such proprietary information to the City upon the expiration or termination of this Agreement. It is understood and agreed that the proprietary information prepared pursuant to this Agreement is prepared specifically for the City and is not necessarily suitable for any future or other use. The Parties agree that, until final approval by the City, all data, plans, specifications, reports, and other documents are confidential and will not be released to third parties without prior written consent of both Parties unless required by law.

3.5 Patented and Copyright Materials. The Consultant shall assume all costs arising from the use of patented or copyrighted materials, including but not limited to equipment, devices,

processes, and software programs, used or incorporated in the services or work performed by the Consultant under this Agreement. Pursuant to Section 3.7 herein, the Consultant shall indemnify, defend (with legal counsel acceptable to the City), and hold the City and its elected and appointed boards, members, officials, officers, agents, representatives, employees, and volunteers (“City Personnel”) harmless from any and all suits, actions, or proceedings of every nature for or on account of the use of any patented or copyrighted materials.

3.6 Prevailing Wages. The Parties have determined that prevailing wage laws do not apply to this Agreement because the Consultant Services do not include construction, alteration, demolition, installation, or repair work or other otherwise exempt under California’s prevailing wage laws (Lab. Code, § 1720 *et seq.*). Notwithstanding the foregoing, it is agreed by the Parties that, in connection with performance of the Consultant Services, including, without limitation, any and all public works (as defined by applicable law), the Consultant shall bear all risks of payment or non-payment of prevailing wages under California law and/or the implementation of Labor Code Section 1781, as the same may be amended from time to time, and/or any other similar law. Pursuant to Section 3.7 herein, the Consultant shall indemnify, defend (with legal counsel acceptable to the City), and hold the City and City Personnel harmless from and against any liability, loss, damage, cost or expenses (including but not limited to reasonable attorneys’ fees, expert witness fees, court costs, and costs incurred related to any inquiries or proceedings) arising from or related to (i) the noncompliance by the Consultant or any party performing the Consultant Services of any applicable local, state, and/or federal law, including, without limitation, any applicable federal and/or state labor laws (including, without limitation, the requirement to pay state prevailing wages and hire apprentices); (ii) the implementation of Section 1781 of the Labor Code, as the same may be amended from time to time, or any other similar law; and/or (iii) failure by the Consultant or any party performing the Consultant Services on the Consultant’s behalf to provide any required disclosure or identification as required by Labor Code Section 1781, as the same may be amended from time to time, or any other similar law.

3.7 Indemnification.

3.7.1 Indemnification of the City. Except as set forth in subdivision 3.7.2, the Consultant shall indemnify, defend (with legal counsel acceptable to the City), and hold harmless the City and City Personnel from and against any and all actions, suits, claims, demands, judgments, attorneys fees, costs, damages to persons or property, losses penalties, obligations, expenses, or liabilities (“Claims”) that may be asserted or claimed by any person or entity arising out of the Consultant’s performance of any tasks or services for or on behalf of the City, whether or not there is concurrent active or passive negligence on the part of the City and/or any City Personnel, but excluding any Claims arising from the sole negligence or willful misconduct of the City or any City Personnel. The Consultant shall defend any action or actions filed in connection with any such claims or liabilities, and shall pay all costs and expenses, including attorney’s fees incurred in connection therewith. The Consultant shall promptly pay any judgment rendered against the City or any City Personnel for any such claims or liabilities. In the event the City and/or any City Personnel is made a party to any action or proceeding filed or prosecuted for any such Claims arising out of or

in connection with the work being performed or services being provided under this Agreement, the Consultant shall pay to the City any and all costs and expenses incurred by the City or City Personnel in such action or proceeding, together with reasonable attorney's fees and expert witness fees.

3.7.2 Design Professionals. The provisions of this subdivision 3.7.2 apply only in the event that the Consultant is a "design professional" within the meaning of the California Civil Code Section 2782.8(c). If the Consultant is a "design professional" within the meaning of Section 2782.8(c), then notwithstanding subdivision 3.7.1 above, to the fullest extent permitted by law (including, without limitation, Civil Code Sections 2782 and 2782.6), the Consultant shall defend (with legal counsel reasonably acceptable to the City), indemnify, and hold harmless the City and City Personnel from and against any Claim that arises out of, pertains to, or relates to, directly or indirectly, in whole or in part, the negligence, recklessness, or willful misconduct of the Consultant, any sub-consultant, subcontractor, or any other person directly or indirectly employed by them, or any person that any of them control, arising out of the Consultant's performance of any task or service for or on behalf of the City under this Agreement. Such obligations to defend, hold harmless, and indemnify the City or any City Personnel, shall not apply to the extent that such Claims are caused in part by the sole negligence or willful misconduct of the City or such City Personnel. The Consultant's cost to defend the City and/or City Personnel against any such Claim shall not exceed the Consultant's proportionate percentage of fault with respect to that Claim; however, pursuant to Civil Code section 2782.8(a), in the event that one or more defendants is unable to pay its share of defense costs due to bankruptcy or dissolution of the business, the Consultant shall meet and confer with the City (and, if applicable, other parties) regarding any unpaid defense costs. To the extent the Consultant has a duty to indemnify the City or any City Personnel under this subdivision (b), the Consultant shall be responsible for all incidental and consequential damages resulting directly or indirectly, in whole or in part, from the Consultant's negligence, recklessness, or willful misconduct.

3.8 Retention of Funds. The Consultant hereby authorizes the City to deduct from any amount payable to the Consultant (whether arising out of this Agreement or otherwise) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate the City for any losses, costs, liabilities, or damages suffered by the City, and all amounts for which the City may be liable to third parties, by reason of the Consultant's negligent acts, errors, or omissions, or willful misconduct, in performing or failing to perform the Consultant's obligations under this Agreement. The City in its sole and absolute discretion, may withhold from any payment due to the Consultant, without liability for interest, an amount sufficient to cover such claim. The failure of the City to exercise such right to deduct or withhold shall not act as a waiver of the Consultant's obligation to pay the City any sums the Consultant owes the City.

3.9 Insurance. The Consultant shall not commence the performance of any work or services under this Agreement until the Consultant has obtained all insurance required hereunder, nor shall the Consultant allow any sub-consultant or subcontractor to commence services until all

such insurance has been obtained by the sub-consultant or subcontractor. Current certification of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. All insurance policies shall be issued by an insurance company currently authorized by the California Department of Insurance to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VI (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager. The Consultant shall take out and maintain at all times during the performance of this Agreement the following policies of insurance:

3.9.1 Workers Compensation Insurance to cover the Consultant's employees as required by law; and the Consultant shall require all subcontractors to provide such compensation insurance for all of the latter's employees. Each such policy of worker compensation insurance shall carry the following endorsements: (a) "The insurer waives all rights of subrogation against THE CITY OF LA PALMA, its officers, officials, agents, employees, and representatives." (b) "This insurance policy shall not be canceled, limited or nonrenewed by the insurer until thirty (30) days after receipt by THE CITY OF LA PALMA of a written notice of such cancellation, limitation, or reduction of coverage."

3.9.2 Comprehensive General Liability Insurance for bodily injury, death, and property damage which may arise from the negligent performance of the Consultant, its employees, agents representatives, successors, and assigns while performing work or services under this Agreement, in an amount not less than \$1,000,000 per occurrence, \$2,000,000 general aggregate. Each such policy of insurance shall be in a form satisfactory to the City and shall contain the following endorsements:

(a) "THE CITY OF LA PALMA, its officers, officials, employees, and representatives, are hereby declared to be additional insureds under the terms of this policy with respect to the operations and activities of the named insured at or from the premises of THE CITY OF LA PALMA described above."

(b) "This insurance policy shall not be canceled, limited, or not renewed until thirty (30) days after receipt by THE CITY OF LA PALMA of a written notice of such cancellation, limitation, or reduction of coverage."

(c) "This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; THE CITY OF LA PALMA shall not be liable for the payment of premiums or assessments on this policy."

3.9.3 Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired automobiles, in a minimum Combined Single Limit of \$1,000,000 per occurrence for bodily injury, death, and property damage. Each such policy of

insurance shall be in a form satisfactory to the City and shall contain the following endorsements:

- (a) “THE CITY OF LA PALMA, its officers, officials, employees, and representatives, are hereby declared to be additional insureds under the terms of this policy with respect to the operations and activities of the named insured at or from the premises of THE CITY OF LA PALMA described above.”
- (b) “This insurance policy shall not be canceled, limited, or not renewed until thirty (30) days after receipt by THE CITY OF LA PALMA of a written notice of such cancellation, limitation, or reduction of coverage.”
- (c) “This insurance policy is primary insurance and no insurance held or owned by the designated additional insureds shall be called upon or looked to cover a loss under said policy; THE CITY OF LA PALMA shall not be liable for the payment of premiums or assessments on this policy.”

3.9.4 Professional Liability Insurance to protect the City from the Consultant’s negligent acts, errors, and omissions of a professional nature, with coverage in a minimum amount of \$1,000,000 per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this Agreement and the Consultant agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this Agreement.

3.9.5 Renewal of Insurance. At least thirty (30) days prior to the expiration of any policy of insurance required under Paragraph 3.9.1, 3.9.2, 3.9.3 or 3.9.4, a signed complete certificate of insurance, with all endorsements provided herein, showing that such insurance coverage has been renewed or extended, shall be filed with the City.

3.9.6 Prohibited Insurance Provisions. Insurance policies required under Paragraph 3.9.1, 3.9.2, 3.9.3 or 3.9.4, shall not include any limiting provision or endorsement that has not been submitted to the City for approval. By way of example, additional insured endorsements shall not be limited to “ongoing operations,” exclude contractual liability, restrict coverage to the “sole” liability of the Consultant, or contain any other limitation contrary to this Agreement.

3.9.7 Variations to Insurance Requirements. The City may, but is not required to, approve in writing a variation in the foregoing insurance requirements, upon a determination that the coverage, scope, limits, and forms of such insurance are either not commercially available, or that the City’s interests are otherwise fully protected.

3.10 Conflicts of Interest.

3.10.1 City Personnel. No City Personnel shall have any financial interest, direct or indirect, in this Agreement, or participate in any decision relating to this Agreement that affects his or her financial interest or the financial interest of any corporation,

partnership, association or other entity in which he or she is interested, in violation of any federal, state or city statute, ordinance or regulation. The Consultant shall not employ any such person while this Agreement is in effect.

3.10.2 Consultant. The Consultant represents, warrants and covenants that he, she or it presently has no interest, direct or indirect, which would interfere with or impair in any manner or degree the performance of the Consultant's obligations and responsibilities under this Agreement. The Consultant further agrees that while this Agreement is in effect, the Consultant shall not acquire or otherwise obtain any interest, direct or indirect, that would interfere with or impair in any manner or degree the performance of the Consultant's obligations and responsibilities under this Agreement. The Consultant acknowledges that pursuant to the provisions of the Political Reform Act (Government Code section 87100 *et seq.*), the City may determine the Consultant to be a "consultant" as that term is defined by the Act. In the event the City makes such a determination, the Consultant agrees to complete and file a "Statement of Economic Interest" with the City Clerk to disclose such financial interests as required by the City. In such event, the Consultant further agrees to require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" to disclose such other person's financial interests as required by the City.

3.11 No Undue Influence. The Consultant declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of the City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of the City shall receive compensation, directly or indirectly, from the Consultant, or from any officer, employee, or agent of the Consultant, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. The Consultant further warrants that it has not employed or retained any company or person other than a bona fide employee working for the Consultant, to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon, or resulting from, the award or making of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability or, in its discretion, to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

3.12 No Benefit to Arise to City Employees. No member, officer, or employee of the City, or their designees or agents, and no public official who exercises authority over or has responsibilities with respect to this Agreement during his/her tenure or for one (1) year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for the Consultant Services to be performed under this Agreement.

SECTION 4. RIGHTS AND REMEDIES

4.1 Termination By the City. The City reserves and has the right and privileges, at its sole discretion and with or without cause at any time during the term of this Agreement, of suspending, canceling or terminating this Agreement or any work in connection with this Agreement with or without any breach or failure to perform of the Consultant. Upon receipt of any notice of termination from the City, the Consultant shall immediately cease all services hereunder except such as may be specifically approved in writing by the Contract Administrator. In the event of termination under this Section 4.1, all finished or unfinished data, studies, maps, reports, and other items prepared by the Consultant shall become the property of the City, and the Consultant shall promptly deliver such items to the City. In the event of termination under this Section 4.1, the City shall pay the Consultant for all authorized services performed and for all authorized and invoiced expenses incurred up to the date of termination of this Agreement, on a time and materials basis in accordance with the Budget and Fee Schedule attached hereto as Exhibit “B”.

4.2 Performance to the City’s Satisfaction. The Consultant agrees to perform all work to the reasonable satisfaction of the City. If the services performed under this Agreement are not satisfactory, the City has the right to take appropriate action, including but not limited to: (i) meeting with the Consultant, its agents or subcontractors to review the quality of the work and resolve matters of concern; (ii) requiring the Consultant to have the work repeated at no additional fee until it is satisfactory; (iii) withholding payment of the City’s compensation to the Consultant for any unsatisfactory work performed; (iv) suspending delivery of work to the Consultant for an indefinite time; and/or (v) terminating this Agreement.

4.3 Default, Remedies.

4.3.1 Default of Insurance Requirements. In addition to any other remedies at law or equity the City may have if the Consultant fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time required by Section 3.9 herein, the City may, at its sole option, exercise any of the following remedies, which are alternatives to other remedies the City may have and are not the exclusive remedy for the Consultant’s breach:

- (a) Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under this Agreement;
- (b) Order the Consultant to stop work under this Agreement or withhold any payment that becomes due to the Consultant hereunder, or both, until the Consultant demonstrates compliance with the insurance requirements herein; and/or
- (c) Immediately terminate this Agreement.

4.3.2 Other Defaults. In addition to any other remedies at law or equity the City may have, if the Consultant materially breaches any of the terms of this Agreement, the City’s remedies shall include, but not be limited to, any or all of the following:

- (a) Immediately terminate this Agreement; and/or

(b) Take over the work and prosecute the same to completion by contract with another consultant or otherwise, and the Consultant shall be liable to the extent that the total cost for completion of the services required hereunder, including costs incurred by the City in retaining a replacement consultant and similar expenses, exceeds the Budget contained in Exhibit "B".

4.4 Force Majeure. Any time period specified in this Agreement for performance of services shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the City or the Consultant, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the City, if the delaying Party shall within ten (10) days of the commencement of such delay notify the other Party in writing of the causes of the delay ("Force Majeure Event"). If the Consultant is the delaying Party, the City shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the City such delay is justified. The City's determination shall be final and conclusive upon the parties to this Agreement. In no event shall the Consultant be entitled to recover damages against the City for any delay in the performance of this Agreement, however caused. The Consultant's sole remedy shall be extension of this Agreement pursuant to this section. For the avoidance of doubt, Force Majeure shall not include (a) financial distress nor the inability of either party to make a profit or avoid a financial loss, (b) changes in the market prices or conditions, or (c) a party's financial inability to perform its obligations hereunder. The current events related to the COVID-19 pandemic are known and shall not constitute Force Majeure Event, future impacts of the COVID-19 pandemic may be considered a Force Majeure Event to the extent that they prevent the performance of a Party's obligations under this Agreement.

SECTION 5. MISCELLANEOUS

5.1 Notices. All notices, invoices or other instruments required or permitted to be given under this Agreement shall be served by personal delivery or deposited in a United States mail depository, postage prepaid, and addressed as follows:

If to the City:

CITY OF LA PALMA
7822 Walker Street
La Palma, CA 90623
Attn: Assistant City Manager/Administrative Services Director

If to the Consultant:

Townsend Public Affairs
1401 Dove Street, Suite 330
Newport Beach, CA 92660

or such other address or person as either Party may indicate to the other in writing. Service of any instrument by mail shall be deemed effective forty-eight (48) hours after deposit in a United States mail depository, postage prepaid, and addressed as set forth above.

5.2 Integration. This Agreement represents the entire understanding of the City and the Consultant as to those matters contained herein, and no prior oral or written understanding shall be of any force or effect with regard to those matters covered by this Agreement. This Agreement may not be modified, altered, or amended except in writing signed by both the City and the Consultant. The Contract Administrator is hereby authorized to approve and effectuate amendments to this Agreement to the extent permitted by applicable law. The Recitals and Exhibits hereto are hereby incorporated by reference as though fully set out in this Agreement.

5.3 Construction, Venue. This Agreement shall be construed in accordance with the laws of the State of California and as if drafted by both parties hereto. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either Party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply. Legal actions concerning any dispute, claim, or matter arising out of or in relation to this Agreement shall be instituted and maintained in the Superior Courts of the State of California in the County of Orange, or in any other appropriate court with jurisdiction in such County, and the Consultant agrees to submit to the personal jurisdiction of such court.

5.4 Rights and Remedies are Cumulative. Except as may be expressly set forth in this Agreement, the rights and remedies of the Parties are cumulative and the exercise by either Party of one or more of such rights or remedies or other rights or remedies as may be permitted by law or in equity shall not preclude the exercise by such Party, at the same or different times, of any other rights or remedies to which such Party may be entitled.

5.5 Severability. If any term or provision of this Agreement is found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any jurisdiction, the invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable term or provision in any other jurisdiction. Upon a determination that any term or provision is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to modify this Agreement to effect the original intent of the Parties as closely as possible in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

5.6 Assignment. The Consultant shall not assign or otherwise transfer any of its rights or obligations under this Agreement without the prior written consent of the City; and any such assignment or other transfer without such consent shall be void.

5.7 Consultant not a City Agent. Except as the City may specify in writing, the Consultant shall have no authority, express or implied, to act on behalf of the City in any capacity whatsoever as an agent. This Agreement does not grant to the Consultant any authority, express or implied, to bind the City to any obligation whatsoever.

5.8 Attorney's Fees. In the event any action is commenced by one Party to this Agreement against the other to enforce any of the rights or obligations arising from this Agreement, the prevailing Party in such action, in addition to any other relief and recovery ordered by the court, shall be entitled to recover all statutory costs, together with reasonable attorney's fees.

5.9 Successors and Assigns. Subject to the provisions of Paragraphs 1.9 and 5.6 hereinabove, this Agreement, and all of the covenants, terms, and conditions hereof, shall be binding upon, and inure to the benefit of, the City, the Consultant, and their respective successors and assigns.

5.10 Authority of Signatories. The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by so executing this Agreement the Parties are formally bound to the provisions of this Agreement.

5.11 No Waiver. No waiver by either Party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

5.12 No Third-Party Beneficiaries. This Agreement benefits solely the Parties to this Agreement and their respective permitted successors and assigns and nothing in this Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

5.13 Non-Liability of City Personnel. No City Personnel shall be personally liable to the Consultant, or any successor in interest, in the event of any default or breach by the City, or for any amount which may become due to the Consultant or its successor, or for breach of any obligation of the terms of this Agreement.

5.14 Execution. The persons executing this Agreement on behalf of each of the Parties hereto represent and warrant that (i) such Party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said Party, (iii) by so executing this Agreement, such Party is formally bound to the provisions of this Agreement, and (iv) that entering into this Agreement does not violate any provision of any other Agreement to which said Party is bound. This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the Parties.

5.15 Survival. The terms, provisions, representations and certification contained in this Agreement, or inferable therefrom, shall survive the termination of this Agreement and the payment of the compensation hereinabove provided.

5.16 Section Headings and Subheadings. The section headings and subheadings contained in this Agreement are included for convenience only and shall not limit or otherwise affect the terms of this Agreement.

5.17 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and such counterparts shall constitute one and the same instrument.

IN WITNESS WHEREOF, this Agreement has been executed as of the date first written above.

CITY OF LA PALMA

DocuSigned by:
By: Conal McNamara
7BEAF7910CB040A...
Conal McNamara
City Manager

ATTEST:

DocuSigned by:
Kimberly Kenney
A8BDE008E4C24D6
Kimberly Kenney, CMC
City Clerk

TOWNSEND PUBLIC AFFAIRS

DocuSigned by:
By: Christopher Townsend
9F1E4E56A1704DE...
Christopher Townsend
President

APPROVED AS TO FORM:

RUTAN & TUCKER
DocuSigned by:
By: Ajit Thind
ABFC2008E27048F...
Ajit Thind, City Attorney

EXHIBIT A

Scope of Work

GRANT WRITING & FUNDING ADVOCACY SCOPE OF SERVICES

TPA will utilize the following strategic and comprehensive approach to provide grant writing and funding advocacy services to the City:

- **Craft Strategic Funding Plan:** Utilizing the information gathered during the onboarding process, TPA will coordinate with the City to develop a proactive and comprehensive strategic funding plan that serves the needs of the City's priorities. ***The plan will do more than simply identify City projects;*** it will outline and prioritize multiple funding options for each project and develop a specific plan of work tailored for each project. It will also identify key "strings attached" to help assess the cost/benefit ratio for each grant opportunity.
- **Identify, Research, and Monitor Grant Funding Opportunities:** TPA will utilize list-serve subscription programs, funding workshops, agency canvassing, and other networking tactics to ensure every potential opportunity is identified and reviewed for relevance with the City's projects. TPA will then share these opportunities with the City for further assessment and determination if a grant application is warranted. The City will also receive a grant matrix of funding programs that is updated regularly as new opportunities arise.
- **Community Outreach:** TPA will assist the City with community outreach required for grant applications by ensuring the City is aware of specific requirements, helping develop materials that capture all elements required by the grant, and compiling the outreach data for inclusion in the application.
- **Grant Application Development and Submittal:** TPA will develop, draft, submit, and follow up on each City grant application through the following process:
 - **Establishment of Clear Accountabilities:** TPA will coordinate with the City to ensure the assignment of responsibilities and tasks are made clear so that confusion and inefficiency are avoided, and the City is burdened as little as possible while TPA pursues a grant opportunity.
 - **Provide Overview of Full Application Requirements:** For each grant application, TPA will provide the City with a detailed overview of the requirements for the grant program and corresponding application to ensure that the program is a strong fit for the City's project. This will include:
 - Application timeline
 - Eligible project types
 - Funding availability and award maximums and minimums
 - List of application components, including proposal questions and any required attachments
 - **Assemble Project Background and Details:** TPA will conduct a detailed informational interview with City staff most involved with each project in order to gain a full understanding of the project background and scope details necessary for developing the grant proposal and addressing all application questions.



SCOPE OF SERVICES

- **Coordinate Technical Project Details:** For technical application components such as site plans, detailed cost estimates, project timelines, engineering plans, and cost-benefit analyses, TPA will coordinate with City staff to compile all necessary attachments and ensure consistency across all elements of the application.
- **Draft Written Proposal:** TPA will fully draft all narrative components of the application and, when applicable, will indicate where additional input or project detail from the City could be provided during the proposal review process.
- **Incorporate Feedback to Finalize Proposal:** Well ahead of the application deadline, TPA will provide the City with a full draft for review and feedback. TPA will incorporate any additional details or revisions provided during this process to finalize the grant application and will obtain City approval for the final version of the application prior to submission.
- **Submit Completed Application:** TPA will ensure that applications are submitted prior to the deadline, whether the submission is electronic or through hard copies, in accordance with submission instructions for each individual program. For hard copy submissions, TPA will print and package applications according to submission instructions and will ship applications through a reliable carrier service such as FedEx in order to provide the City with tracking and delivery confirmation for the application. TPA will also obtain a receipt for proof of submission and provide the City with a final copy of all submitted application documents.
- **Funding Advocacy:** Throughout the grant application process TPA will leverage relationships with relevant officials and program officers in various state and federal funding agencies to ensure that City grant applications are aligned with the goals of the specific grant program and that the applications are well-crafted and well-positioned for funding.
- **State Budget Funding Opportunities:** In an effort to maximize state funding, TPA will work with the City to identify projects and other funding priorities that may be suitable for funding through the State Budget. TPA will coordinate with the City to develop supporting materials for the budget request. TPA will also work with members of the City's state legislative delegation, along with the Assembly and Senate Budget Committees, to gain support for the inclusion of the City's project in the final State Budget approved by the Legislature.
- **Federal Earmark Opportunities:** In an effort to maximize federal funding, TPA will work with the City to identify projects and other funding priorities that may be suitable for funding through the Federal Earmark process. TPA will coordinate with the City to develop supporting materials for the earmark request. TPA will also work with members of the City's federal legislative delegation to gain support for the inclusion of the City's project.



SCOPE OF SERVICES

- **Post-Grant Submittal Advocacy:** TPA will frequently contact legislators and agency officials to follow up on the status of a grant application and promote its need and urgency. This will include drafting letters of support after grant submissions and distributing them to legislators for their consideration. In addition, TPA will work with legislators to reach out to individual granting agencies to provide background on City's projects and convey their support for those projects.
- **Post-Award Grant Administration and Compliance:** TPA will also assist, as needed, with post-award administration and compliance for all grant applications submitted by TPA on behalf of the City. This assistance will include interacting with granting agencies on behalf of the City, providing support for the drafting and submission of required reports and evaluations, and other tasks related to the successful monitoring of and compliance with the program requirements.
- **Post-Award Services—Above and Beyond Advocacy:** TPA has a track record of success with post-award grant administration and retention. TPA has worked on behalf of clients who, due to unforeseen circumstances, have needed to request an extension of the grant performance period to accomplish project deliverables. TPA is prepared to engage in the legislative process and work with legislators to get bills passed that would allow for the City to retain its grant funding after the performance period would have otherwise ended. Additionally, TPA is prepared to work directly with the City and agencies to secure scope of work changes to already awarded projects to ensure the City will not have to return any hard-won grant funding.
- **Comprehensive Follow-Up on Unsuccessful Applications:** Despite all best efforts, some grant applications are not selected for funding. In those instances where grant applications are unsuccessful, TPA will work with the relevant state and federal funding agencies to set up in-person or telephone debriefing sessions to discuss the grant applications and how to best revise the grant applications for the next funding round to ensure success.
- **Provide Monthly Progress Reports:** TPA will confer regularly with the City on our activities. TPA will provide timely electronic monthly reports on the status of all funding activity, such as current funding opportunities, current applications, submitted applications, and post-grant submittal advocacy. In addition to written reports, TPA will be available to the City for conference calls, in-person briefings, and meetings.



EXHIBIT B

Budget and Fee Schedule

FEE SCHEDULE

ALL-INCLUSIVE RETAINER:

DESCRIPTION OF SERVICES	MONTHLY FEE
Grant Writing & Funding Advocacy Services	\$4,750*
• Conduct Detailed Orientation	Included
• Craft Strategic Funding Plan	Included
• Identify, Research, and Monitor Grant Funding Opportunities	Included
• Grant Application Development and Submittal	Included
• Establishment of Clear Accountabilities	Included
• Provide Overview of Full Applications Requirements	Included
• Assemble Project Background and Details	Included
• Coordinate Technical Project Details	Included
• Draft Written Proposal	Included
• Incorporate Feedback to Finalize Proposal	Included
• Submit Completed Application	Included
• Funding Advocacy	Included
• State Budget Funding Opportunities	Included
• Federal Earmark Opportunities	Included
• Post-Grant Submittal Advocacy	Included
• Post-Award Grant Administration and Compliance	Included
• Post-Award Services—Above and Beyond Advocacy	Included
• Comprehensive Follow-Up on Unsuccessful Applications	Included
<i>*The monthly fee includes all reasonable business and travel expenses.</i>	
ANNUAL NOT-TO-EXCEED AMOUNT: \$57,000	



Exhibit B

[See attached]

FEE SCHEDULE

ALL-INCLUSIVE RETAINER:

DESCRIPTION OF SERVICES	MONTHLY FEE
Grant Writing & Funding Advocacy Services	\$5,500*
• Conduct Detailed Orientation	Included
• Craft Strategic Funding Plan	Included
• Identify, Research, and Monitor Grant Funding Opportunities	Included
• Grant Application Development and Submittal	Included
• Establishment of Clear Accountabilities	Included
• Provide Overview of Full Applications Requirements	Included
• Assemble Project Background and Details	Included
• Coordinate Technical Project Details	Included
• Draft Written Proposal	Included
• Incorporate Feedback to Finalize Proposal	Included
• Submit Completed Application	Included
• Funding Advocacy	Included
• State Budget Funding Opportunities	Included
• Federal Earmark Opportunities	Included
• Post-Grant Submittal Advocacy	Included
• Post-Award Grant Administration and Compliance	Included
• Post-Award Services—Above and Beyond Advocacy	Included
• Comprehensive Follow-Up on Unsuccessful Applications	Included
<i>*The monthly fee includes all reasonable business and travel expenses.</i>	
ANNUAL NOT-TO-EXCEED AMOUNT: \$66,000	



City of La Palma

Agenda Item No. 5



MEETING DATE: December 10, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Andy Ramirez, Public Works & Community Services
Director

AGENDA TITLE: Notice of Completion and Acceptance of Work for Notice of
Completion for Zone 7 Slurry Seal Improvements

RECOMMENDED ACTION:

It is recommended that the City Council accept the work and authorize the Public Works and Community Services Director to file the Notice of Completion and Acceptance of Work with the Orange County Recorder for the Zone 7 Slurry Seal Project, City Project No. ST-373.

SUMMARY

As part of the City's annual street maintenance program, Residential Zone 7 was scheduled for Fiscal Year 24-25.

On June 27, 2024, the City advertised and solicited bids on the City's public website for the City Project No. ST-373. On July 9th, the City conducted a pre-bid meeting to review the project conditions, schedule, and work sites. A total of five (5) contractors attended the pre-bid meeting. The scheduled bid date was set for July 16, 2024.

On July 16, 2024, six (6) bids were received along with the signed addendum. Staff reviewed the bid documents and confirmed that Doug Martin Contracting Company, Inc. was the low bid and submitted all the required documents with their bids.

On August 6, 2024, the City Council awarded a contract in the amount of \$134,046 to Doug Martin Contracting Company, Inc., of La Habra, California, for construction services for the Zone 7 Slurry Seal Project, City Project No. ST-373. The authorization included a 15% contingency of \$20,106.90 for unforeseen change orders totaling \$154,152.90. The work was substantially completed on September 9, 2024.

The project was inspected before initiating work and the City Engineer determined that additional quantities were required for construction utilizing existing bid items. The final contract amount is for \$153,805.90 and is based on additional quantities and change orders for crack sealing, slurry seal, and striping for two street segments (Joan Circle and Laurelwood Lane) that are part of the same zone but previously excluded from the scope. The Contractor has completed the work and the quality of work is satisfactory.

The project was completed per schedule and within the project budget.

The final 5% retention for the project is released to the contractor after the Notice of Completion and Acceptance of Work is recorded with the Orange County Recorder's Office. No liens or stop notices against the contractor or project have been received; therefore, the final 5% retention payment must be released to the contractor per the contract documents.

FISCAL IMPACT

The total budget allocated for this project was \$154,152.90. Of this amount, only \$153,805.90 was spent, resulting in a savings of \$347.

ATTACHMENTS:

1. Slurry Seal NOC Form Doug Martin

Free Recording in Accordance with
California Government Code
Section 273833

Recording Requested By
CITY OF LA PALMA

When Recorded Mail To:
CITY OF LA PALMA
7822 Walker Street
La Palma, CA 90623-1771

This Space is for Recorder's Use Only

NOTICE OF COMPLETION AND ACCEPTANCE OF WORK

NOTICE IS HEREBY GIVEN THAT:

1. The undersigned is an owner of an interest or estate in the hereinafter described real property, the nature of which interest or estate is public property.
2. The City of La Palma, 7822 Walker Street, La Palma, California 90623, as owner of the property hereinafter described caused improvement to be made, to wit:

Work includes the Residential Zone 7 Slurry Seal Project, City Project ST-373 in the City of La Palma.

3. The name and address of the director contractor for the work of improvement as a whole is:

Doug Martin Contracting Company, Inc
220 E. Foundation Avenue
La Habra, CA 90631

4. The notice is given for (check one):
 - ☐ Completion of the work improvement as a whole
 - ☐ Completion of a contract for a particular portion of the work of improvement (per CA Civ. Code § 8186)

The contract for the doing of which was heretofore entered into on the **6th** day of **August, 2024**, which contract was made with **Doug Marting Contracting Company, Inc.** as Contractor; that the work was actually accepted on the **10th** day of **DECEMBER, 2024;** that title to said property is vested in the City of La Palma; that the surety for said Contractor is **LIBERTY MUTUAL SURETY**, that the property hereinbefore referred to and on which said improvement was made is described as follows:

Residential Zone 7 Slurry Seal Project, City Project ST-373

CITY OF LA PALMA

**FREE RECORDING IN ACCORDANCE WITH
GOVERNMENT CODE SECTION 27383
CITY OF LA PALMA**

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: December 10, 2024

Place: La Palma, CA

Andy Ramirez, Public Works and
Community Services Director
City of La Palma

**STATE OF CALIFORNIA) SS
COUNTY OF ORANGE)**

VERIFICATION

I, **ANDY RAMIREZ**, state; I am the Public Works and Community Services Director of the City of La Palma identified in the foregoing Notice of Completion. I have read said Notice of Completion and know that contents thereof; the same is true of my own knowledge.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **December 10, 2024** at **7822 Walker Street, City of La Palma**.

By

Andy Ramirez, Public Works and
Community Services Director
City of La Palma

ACKNOWLEDGEMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____ }

On _____ before me, _____

Personally appeared _____

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal Above Signature _____
Signature of Notary Public Signature of Notary Public

City of La Palma

Agenda Item No. 6



MEETING DATE: December 10, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Belinda Deines, Community Development Manager

AGENDA TITLE: Second Reading and Adoption of an Ordinance Amending Portions of the City Zoning Code (Chapter 44 of the La Palma Municipal Code) for Parking, Signage, and Housing Definitions in Compliance with State Housing Laws and the City's Housing Element

RECOMMENDED ACTION:

It is recommended that the City Council conduct the second reading and adopt an Ordinance amending portions of the City Zoning Code (Chapter 44 of the La Palma Municipal Code) for parking, signage, and housing definitions in compliance with State Housing Laws and the City's Housing Element.

CEQA exempt pursuant to Section 15060(c)(2) and 15061(b)(3)

SUMMARY:

Adoption of this Ordinance will update portions of the City's Zoning Code to revise development standards, processing requirements, and definitions related to parking, signage, and housing in compliance with State Housing Laws and the City's Housing Element. On December 5, 2023, the City Council formed the Economic Development/Land Use Ad-Hoc Committee (Committee) to report back to the Council on advisable land use changes that are based on the City's Housing Element Update and economic development initiatives that support enhancing our commercial areas and shopping centers. On May 20, 2024, the California Department of Housing and Community Development (HCD) certified the 6th Cycle 2021-2029 Housing Element (HE) of the La Palma General Plan. Numerous State housing laws have been adopted over the past several years requiring revisions to the La Palma Municipal Code (LPMC), as required by HCD and specified in the HE. The purpose of this zoning code amendment is to implement several programs identified in the HE as well as changes in regulations that alleviate constraints to housing and economic development as recommended by the Committee.

On November 5, 2024, the City Council conducted a duly noticed public hearing of the Ordinance to amend portions of the City Zoning Code. A copy of the Ordinance is attached hereto as Exhibit 1. The staff report from the November 5, 2024 meeting is attached as Exhibit 2. The City Council approved the introduction of this Ordinance by a 5-0 vote. For the Ordinance to become effective, the City Council must conduct the second reading of the Ordinance to adopt it. Once the Ordinance is adopted, it will become effective in 30 days.

CONFLICT OF INTEREST (500 FEET):

None.

ENVIRONMENTAL REVIEW:

This Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15060(c)(2) and 15061(b)(3) in that the proposed changes are not anticipated to result in a direct or reasonably foreseeable indirect physical change in the environment nor will they have the potential of creating a significant effect on the environment.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Draft Ordinance
2. City Council Agenda Report - November 5, 2024

ORDINANCE NO. 2024-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LA PALMA AMENDING PORTIONS OF THE CITY ZONING CODE FOR PARKING, SIGNAGE, AND HOUSING DEFINITIONS IN COMPLIANCE WITH STATE HOUSING LAWS AND CITY'S HOUSING ELEMENT

WHEREAS, the City Council of the City of La Palma wishes to protect and preserve the quality of the residential and commercial areas of the City, as well as the quality of life throughout the City, through effective land use and planning;

WHEREAS, the City Council of the City of La Palma desires to update the City Zoning Code by amending or adding various sections related to development standards, processing requirements, and definitions for parking, signage, and housing;

WHEREAS, the proposed ordinance is consistent with and is supportive of policies of the City of La Palma General Plan, and La Palma Municipal Code;

WHEREAS, notice of the City Council Public Hearing concerning this Ordinance was duly published in a local newspaper at least ten (10) days prior to the hearing and posted at City Hall, Central Park, and the Library;

WHEREAS, on November 5, 2024, the City Council of the City of La Palma conducted an introduction and first reading of the Ordinance, and considered testimony and evidence at the Public Hearing held with respect thereto;

WHEREAS, on December 10, 2024, the City Council of the City of La Palma conducted a second reading and adoption of the Ordinance.

NOW, THEREFORE, the City Council of the City of La Palma resolves as follows:

SECTION 1. The foregoing Recitals are incorporated herein and made a part hereof.

SECTION 2. The City Council finds that this Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15060(c)(2) and 15061(b)(3) in that the proposed changes are not anticipated to result in a direct or reasonably foreseeable indirect physical change in the environment nor will they have the potential of creating a significant effect on the environment.

SECTION 3: In accordance with La Palma Municipal Code Section 44-672, the City Council of the City of La Palma finds as follows:

- (a) The proposed ordinance is consistent with all of the applicable objectives, policies, general land uses, programs, and actions of all applicable elements in the General Plan.
- (b) The proposed ordinance shall not be detrimental to the public convenience, health, safety, or general welfare of the City.

- (c) The proposed ordinance is in compliance with the provisions of the California Environmental Quality Act (CEQA).
- (d) The proposed ordinance is internally consistent with other applicable provisions of the City's Municipal Code.

SECTION 4: The amendments to Chapter 44 of the La Palma Municipal Code are attached hereto as Exhibit "A" showing all proposed changes in a strikethrough/underline format, and Exhibit "B" showing a "clean" copy of the proposed modifications and incorporated herein by reference.

SECTION 5: City staff is hereby authorized and directed to file a Notice of Exemption with respect to the adoption of this Ordinance.

SECTION 6: If any section, subsection, subdivision, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held to be invalid by a final judgment of a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council hereby declares that it would have adopted this Ordinance and each section, subdivision, sentence, clause, phrase, or portion of this Ordinance irrespective of the fact that one or more sections, subdivisions, sentences, clauses, phrases, or portions of this Ordinance be declared invalid.

SECTION 7: All required proceedings and consideration precedent to the adoption of this Ordinance have been regularly taken in accordance with applicable law.

SECTION 8: The City Clerk is authorized and directed to publish this Ordinance or a summary thereof in the manner provided by law and in accordance with procedures normally taken.

SECTION 9: The City Clerk shall certify to the passage of this Ordinance and cause the same to be published as required by law, and the Ordinance shall take effect thirty (30) days after adoption.

SECTION 10: Upon the effective date of this Ordinance, all former ordinances or parts thereof conflicting or inconsistent with the provisions of this Ordinance are hereby repealed and declared to be of no further force and effect.

APPROVED AND ADOPTED by the City Council of La Palma at a regular meeting on the 10th day of December, 2024.

Marshall Goodman
Mayor

ATTEST:

Kimberly Kenney, CMC
City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS.
CITY OF LA PALMA)

I, KIMBERLY KENNEY, City Clerk of the City of La Palma, California, DO HEREBY CERTIFY that the foregoing Ordinance was adopted by the City Council of said City at a regular meeting of said City Council held on the 10th day of December, 2024 and that it was so adopted by called vote as follows:

AYES:

NOES:

Kimberly Kenney, CMC
City Clerk

EXHIBIT “A”

2024 ZONING CODE UPDATE

KEY:

Normal Text = Existing unmodified language

~~Strikethrough Text~~ = Proposed language to be removed

Bold Underline Text = Proposed language to be added

Section 44-10

Group home means a residential care facility that provides various types of supervised and unsupervised care for its residents and which licensed to operate pursuant to State law, including facilities for persons with disabilities and other facilities (Welfare & Inst. Code 5116), residential health care facilities (Health & Safety Code 1267.8, 1267.9, & 1267.16), residential care facilities for the elderly (Health & Safety Code 1568.083 - 1568.0831, 1569.82 – 1569.87), community care facilities (Health & Safety Code 1518, 1520.5, 1566 - 1566.8, 1567.1), pediatric day health facilities (Health & Safety Code 1267.9; 1760 – 1761.8), and facilities for alcohol and drug treatment (Health & Safety Code 11834.23).

Section 44-76 – Purpose of residential zoning districts.

(b) *R-3, multiple-family residential.* The R-3 zoning district identifies areas intended for the development of a range of attached and detached residential uses. Typical housing types include higher density single-family residences, patio homes, zero lot line homes, mixed-use developments, and attached multiple-family dwellings such as multiple family residential duplexes, townhomes, condominiums, and garden apartments. Smaller sites composed of two acres or less are permitted to be developed with a maximum density of ten dwelling units per net acre. Larger sites that are between two and one-tenth to four acres are permitted to be developed with densities up to 15 dwelling units per net acre and sites composed of at least four and one-tenth acres are permitted to be developed with a maximum density of 25 dwelling units per net acre. The R-3 zoning district is consistent with the multiple-family residential land use designation of the general plan.

TABLE II-2. DEVELOPMENT STANDARDS FOR RESIDENTIAL ZONING DISTRICTS			
DEVELOPMENT FEATURE		R-1 DISTRICT	R-3 DISTRICT
Maximum height limit	Single family residence	30 ft. (two stories)	N/A
	Multiple family building (apartments, condominiums, townhomes)	N/A	30 ft. (two three stories)

TABLE II-2. DEVELOPMENT STANDARDS FOR RESIDENTIAL ZONING DISTRICTS			
DEVELOPMENT FEATURE		R-1 DISTRICT	R-3 DISTRICT
	Single family residential duplex	16 ft. (one story)	N/A
	Detached accessory dwelling unit	16 ft. (one story)	16 ft. (one story)
Maximum lot coverage		45%	40% <u>75%</u>

Section 44-77 Precise plan required.

All new development shall require approval of a precise plan by the City Council. A precise plan shall be required for all residential development except for single-family dwellings on previously subdivided lots, and for all nonresidential developments exceeding 2,000 square feet of total floor area.

Section 44-78 Allowed uses.

TABLE II-1. ALLOWABLE USES AND PERMIT REQUIREMENTS FOR RESIDENTIAL ZONING DISTRICTS			
LAND USE	DISTRICT		STANDARDS IN SECTION
	R-1	R-3	
Drug/alcohol rehabilitation homes—Up to 6 residents	P	P	N/A
Supportive housing—Residential group living 6 persons or fewer	P	P	44-110 44-306
Supportive housing—Residential apartment type	X	P	44-110
Supportive housing—Residential group living 7 persons or more	C	C	44-110

TABLE II-1. ALLOWABLE USES AND PERMIT REQUIREMENTS FOR RESIDENTIAL ZONING DISTRICTS			
LAND USE	DISTRICT		STANDARDS IN SECTION
	R-1	R-3	
Transitional housing Group home, small —Residential group living 6 persons or fewer or single-family and duplex type	P	P	44-110 <u>44-10</u>
Transitional housing — Residential apartment type	X	P	44-110
Transitional housing Group home, large —Residential group living 7 persons or more	C	C	44-110 <u>44-10</u>

Section 44-137 – Purpose of nonresidential zoning districts.

(c) *B-1, Mixed-Use Business*. The B-1 zoning district provides for a compatible and complementary mixture of employment, commercial, and residential uses. Typical uses include business and professional offices, high-rise hotels, restaurants, retail and general service commercial uses, limited research and development operations, commercial recreation, and ~~multiple-family~~ **mixed-use** residential development. Development in the Mixed-Use Business District should offer attractive and distinctive architectural design, integrated site layouts, substantial landscaping enhancements, and convenient pedestrian access between uses. **For mixed-use residential development, the B-1 zoning district shall have a minimum residential density of 15 dwelling units per net acre and a maximum density of 48 dwelling units per net acre, and a minimum nonresidential Floor Area Ratio of 0.1 and a maximum nonresidential Floor Area Ratio of 1.5.**

Section 44-361 – General parking standards.

(d) Multiple uses on a lot. Where there is more than one type of use on a lot, the parking requirements shall be the sum total of the requirements for the individual uses. A reduction in this parking requirement may be supported by a site-specific parking study ~~prepared by a qualified engineer, and the reduced on-site parking shall be in accordance with~~ a parking management plan ~~prepared by a qualified engineer and approved by the City Council,~~ **subject to review and approval of a minor Conditional Use Permit.**

(e) Alternatives to parking and loading standards. The City recognizes that many uses and sites are unique and that certain components of parking and loading may be tailored to better comply with these standards based on factors such as irregular site shape and unique types or combinations of uses. As such, the City may consider shared parking,

joint use of parking, and modifications to certain provisions of the parking and loading standards to achieve safe and adequate parking and loading facilities, subject to review and approval of a minor Conditional Use Permit.

Section 44-364 – Parking Calculations

Table III-7. Parking Requirements by Land Use

Land use	Minimum vehicle spaces required	
Multiple-family residential	Up to 2 bedrooms	2 plus 1 guest space – at least 66% covered <u>1.5 uncovered spaces per unit</u>
	3 bedrooms	3 2 plus 1 <u>0.5</u> guest space – at least 50% covered
	4 bedrooms	4 plus 1 guest space – at least 40% covered
Accessory dwelling units (ADUs) ^{1, 2 3}	One parking space per ADU or per bedroom, whichever is less. Spaces can be provided uncovered on a driveway as tandem parking spaces to the garage, an uncovered ancillary parking space to the side of the driveway, or a garaged parking space in addition to the main homes standard two parking spaces in a fully enclosed garage. The requirement shall not apply to an ADU if any of the following are true: • The ADU is within one-half mile walking distance from public transit; or • The ADU is part of (i.e. contained within) the footprint of an existing primary residence or an existing accessory building; or • Is in an area where on-street parking permits are required, but not offered to the occupancy of the ADU; or • Is located within one block of a car share area; <u>or</u> • No additional parking is required for ADU's within existing space. • The ADU is proposed to be constructed with a new primary dwelling on the same lot which would otherwise be exempt from ADU parking requirements; <u>or</u> • <u>The ADU is otherwise exempt from parking requirements pursuant to State law.</u>	
Emergency shelter (homeless)	One parking space for every staff person during peak hours–5 beds and 0.5 space per bedroom designed as a family unit with children, plus 1 space for every employee and/or volunteer staff member on duty. Each shelter shall also provide a bike rack for clients in a secured area.	

³ ~~Alternatively, an emergency shelter may submit a parking study, subject to approval by the Community Development Director, demonstrating that the parking demand~~

~~associated with the emergency shelter justifies requiring a reduced amount of off-street parking.~~

Section 44-138 Precise plan required.

(a) Approval required. ~~All new developments, unless exempt per the provisions of this Development Code, shall require approval of a precise plan by the City Council pursuant to article V, division 3. A precise plan shall be required for all residential development except for single-family dwellings on previously subdivided lots, and for all nonresidential developments exceeding 2,000 square feet of total floor area.~~

(b) Amendment to precise plan. All development on properties previously developed under an adopted precise plan shall require approval of an amendment to the precise plan by the ~~City Council.~~ Community Development Director. If the Community Development Director determines that the requested amendment is significant enough to require discretionary review, then the amendment shall be referred to the original decision-making authority.

Section 44-139. Allowable uses.

TABLE II-5. ALLOWABLE USES AND PLANNING PERMIT REQUIREMENTS FOR NONRESIDENTIAL ZONING DISTRICTS							
LAND USE	ZONING DISTRICT						
	OP	NC	B-1	GI	PI	OS	PND
Residential and Lodging Uses							
<u>Low barrier navigation center</u>	<u>X</u>	<u>X</u>	<u>P</u>	<u>X</u>	<u>X</u>	<u>X</u>	<u>X</u>
Multifamily dwellings as a primary stand-alone use	X	X	X	X	X	X	X

Section 44-141 – Nonresidential zoning districts general development standards.

TABLE II-6. DEVELOPMENT STANDARDS FOR NONRESIDENTIAL AND MIXED (RESIDENTIAL AND NONRESIDENTIAL) USES IN NONRESIDENTIAL ZONING DISTRICTS							
DEVELOPMENT STANDARD	OP	NC	B-1	GI	PI	OS	PND
Min. Lot Size (sq. ft.)	No minimum						
Max. Structure Height (ft.)	55	35	250	50	55/30 ⁴	30	55/35 ⁵
Max. Number of Stories	4	4	*	2	3/2 ⁴	2	4/2 ⁵
Min. Nonresidential Floor Area Ratio (FAR)			0.1				
Max. Nonresidential Floor Area Ratio (FAR) ²	0.6	0.4 0.5	0.75/1.5 ⁸ 27 DU/Ac.	0.6	0.6	0.25	0.6

Residential Density (dwelling units per net acre)			Min. 15 DU/AC				
			Max. 48 DU/AC				

⁸ Development FAR of three-quarters for all B-1 properties located South of the 91 Freeway and a FAR of one and one-half for all B-1 properties located North of the 91 Freeway ~~and a max 27 dwelling units (DU's) per acre in all B-1 designated properties as identified in Table II-7. An increase in the standard FAR for B-1 properties located South of the 91 Freeway may be permitted subject to approval of a Precise Plan, provided that the maximum FAR shall not exceed one and one-half.~~

TABLE II-7. ADDITIONAL DEVELOPMENT STANDARDS FOR RESIDENTIAL USES IN THE B-1 DISTRICT			
DEVELOPMENT STANDARD		B-1 DISTRICT	
Min. Lot Size (sq. ft.)		10,000 sq. ft.	
Density — Maximum		27 48 dwelling units per net acre	
Max. Structure Height (ft.)		250	
Max. Floor Area Ratio (FAR) ²		0.75/1.5 ⁴	
Minimum Unit Size		500 sq. ft.	
Min. Perimeter Building Setback/Perimeter Landscaping (in ft.) ³	From Ultimate Street Right-of-way	15 ft.	
	From Abutting Commercial, Office, and Industrial Projects	20/5 ¹	
	From Abutting Residential Projects	10 ¹	
Minimum Building Separation		Per the Building and Fire Codes	
Open Space — Per Unit		200 sq. ft. minimum, which may be provided as private, common, or combined open space	
Maximum Lot Coverage		75%	

⁴ ~~Development FAR of three-quarters for For~~ all B-1 properties located South of the 91 Freeway ~~and a FAR of one and one-half for all B-1 properties located North of the 91 Freeway.~~ a standard FAR of 0.75 shall be required and maximum FAR of 1.5 may be permitted, subject to approval of a Precise Plan.

Section 44-142 – Community benefits requirement for ~~stand-alone housing~~ mixed-use development in the B-1 zoning district.

Section 44-306 - Supportive housing.

- (a) Purpose. The purpose of this section is to establish development standards for supportive housing and to ensure the supportive housing is constructed and operated in a manner that is consistent with the requirements and allowances of state law, specifically Article 11 of Chapter 3 of Division 1 of Planning and Zoning Law commencing with Government Code Section 65650.
- (b) Applicability. The provisions of this section shall apply to all supportive housing projects.

- (c) Planning Approval Required. An application to establish any supportive housing project shall be submitted to the Director of Community Development for review and approval. The decision to approve or deny the application shall be a ministerial in nature, without any discretionary review or a hearing. A decision by the Community Development Director shall be taken within 60 days of a complete application being filed.
- (1) Supportive housing projects shall be a use permitted by right in all zones where multifamily and mixed uses are permitted, including non-residential zones permitting multifamily uses. Supportive housing projects are permitted where all the following requirements are met:
- (A) Units within the development are subject to a recorded affordability restriction for 55 years.
- (B) One hundred percent of the units, excluding the manager unit(s), within the development are dedicated to lower income households and are receiving public funding to ensure affordability of the housing to lower income Californians.
- (C) At least 25 percent of the units in the development or 12 units, whichever is greater, are restricted to residents in supportive housing who meet criteria of the target population. If the development consists of fewer than 12 units, then 100 percent of the units, excluding manager unit(s), in the development shall be restricted to residents in supportive housing.
- (D) Non-residential floor area shall be used for on-site supportive services in the following amounts:
- (1) For a development with 20 or fewer total units, at least 90 square feet shall be provided for onsite supportive services.
- (2) For a development with more than 20 units, at least 3 percent of the total nonresidential floor area shall be provided for onsite supportive services that are limited to tenant use, including, but not limited to, community rooms, case management offices, computer rooms, and community kitchens.
- (E) The developer replaces any dwelling units on the site of the supportive housing development to ensure that any change to the occupancy of the supportive housing units is made in a manner that minimizes tenant disruption and only upon the vacancy of any supportive housing units.
- (F) Units within the development, excluding manager unit(s), include at least one bathroom and a kitchen or other cooking facilities, including, at minimum, a stovetop, a sink, and a refrigerator.
- (d) Development and Operational Standards. Supportive housing projects shall comply with all the following standards:
- (1) The project shall comply with all development standards and any written objective standards or policies required of multifamily developments in the same zone.
- (2) The applicant shall submit a plan for providing supportive services, to include all the following items:
- (A) Documentation that supportive services will be provided on-site.
- (B) The name of the proposed entities that will provide supportive services.
- (C) The proposed funding sources for the services provided.
- (D) Proposed staffing levels
- (3) No minimum parking requirements shall be required for the units occupied by supportive housing residents for projects located within one-half mile of a public transit stop.

- (e) Definitions. This section includes the definition of terms and phrases used in this section that are technical or specialized, or that may not reflect common usage. If any of the definitions in this section conflict with definitions in other provisions of the Municipal Code, these definitions shall supersede for the purposes of this section. If a word is not defined in this section or is defined and conflicts with another definition of the Municipal Code, the Director shall determine the most appropriate definition.
- (1) “Lower Income Households” shall have the same meaning as defined in Section 50079.5 of the Health and Safety Code. 12/05/23 Page 13 Item #9
 - (2) “Supportive Housing” shall mean housing with no limit on length of stay, that is occupied by the target population, and that is linked to on-site or off-site services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.
 - (3) “Supportive Services” shall include, but are not limited to, a combination of subsidized, permanent housing, intensive case management, medical and mental health care, substance abuse treatment, employment services, and benefits advocacy.
 - (4) “Target Population” shall mean persons, including persons with disabilities, and families who are homeless, as that term is defined by Section 11302 of Title 42 of the United States Code, or who are homeless youth, as that term is defined by paragraph (2) of subdivision (e) of Section 11139.3 of the Government Code.

Section 44-307 Low-barrier navigation centers.

- (a) Purpose. The purpose of this section is to establish development standards for low-barrier navigation centers and to ensure this use is constructed and operated in a manner that is consistent with the requirements and allowances of state law, specifically Article 12 of Chapter 3 of Division 1 of Planning and Zoning Law commencing with California Government Code Section 65660. This section shall be repealed as of January 1, 2027.
- (b) Applicability. The provisions of this section shall apply to all low-barrier navigation center projects.
- (c) Planning Approval Required. An application to establish a low-barrier navigation shall be submitted to the Director of Community Development for review and approval. The decision to approve or deny an application shall be ministerial in nature, without any discretionary review or a hearing. The City shall notify a developer whether the developer’s application is complete within 30 days, pursuant to California Government Code Section 65943. A decision by the Community Development Director shall be taken within 60 days of a complete application being filed.
- (d) Development and Operational Standards. A low-barrier navigation center development shall be deemed a use that is permitted by-right in areas zoned for mixed-use and nonresidential zones permitting multifamily uses, if it meets the following requirements:
 - (1) Connected Services. It offers services to connect people to permanent housing through a services plan that identifies services staffing.
 - (2) Coordinated Entry System. It is linked to a coordinated entry system, so that staff in the interim facility or staff who co-locate in the facility may conduct assessments and provide services to connect people to permanent housing. “Coordinated entry system” means a centralized or coordinated assessment system developed pursuant to Section 576.400(d) or Section 578.7(a)(8), as

applicable, of Title 24 of the Code of Federal Regulations, as those sections read on January 1, 2020, and any related requirements, designed to coordinate program participant intake, assessment, and referrals.

(3) Code Compliant. It complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.

(4) Homeless Management Information System. It has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System, as defined by Section 578.3 of Title 24 of the Code of Federal Regulations.

(e) Definitions. This section includes the definition of terms and phrases used in this section that are technical or specialized, or that may not reflect common usage. If any of the definitions in this section conflict with definitions in other provisions of the Municipal Code, these definitions shall supersede for the purposes of this section. If a word is not defined in this section or is defined and conflicts with another definition of the Municipal Code, the Director shall determine the most appropriate definition.

(1) “Low-Barrier Navigation Centers” shall mean a housing-first, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. “Low barrier” means best practices to reduce barriers to entry, and may include, but is not limited to, the following:

(A) The presence of partners if it is not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth.

(B) Pets.

(C) The storage of possessions.

(D) Privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two beds, or private rooms.

(2) “Use by Right” has the meaning defined in subdivision (i) of Section 65583.2. Division 13 (commencing with Section 21000) of the California Public Resources Code shall not apply to actions taken by a public agency to lease, convey, or encumber land owned by a public agency, or to facilitate the lease, conveyance, or encumbrance of land owned by a public agency, or to provide financial assistance to, or otherwise approve, a Low-Barrier Navigation Center constructed or allowed by this section.

Section 44-394 Temporary sign permit.

(c) *Temporary sign on non-residential property.* Temporary signs on non-residential property, such as commercial or industrial property, require a permit from the Community Development Department and must comply with the following standards:

(1) *Duration.* Temporary signs (including banners and flags) may be displayed for a total of 63 days within a calendar year. If the sign relates to an event, it must be taken down no later than ten days after the event.

(2) *Size.* Temporary sign size shall not be greater than the size permitted for permanent building-mounted signage contained in table III-10.

(3) *Location.* The location of temporary signs shall be the same general area as permitted for permanent signs. Temporary signs over three feet high shall not be located within the traffic safety triangle.

(4) Exempt. Temporary signs of six square feet or less are exempt from the requirement to obtain a permit, but must not be located within the traffic safety triangle and the maximum height shall not be more than three feet above grade. A maximum of three such temporary signs are permitted at any given time on any non-residential property.

Section 44-397 Sign standards.

TABLE III-10: SIGN STANDARDS					
Use	Sign type	Maximum number	Maximum sign area	Maximum height	Remarks
Neighborhood commercial	Wall or marquee	One sign per street frontage	0.5 1 sq. ft. per lineal foot of building frontage	Not above the parapet on a flat roof or the eave on a pitched roof	No building shall be given credit for more than two street frontages
Office professional	Wall or marquee	One sign per street frontage	0.5 1 sq. ft. per lineal foot of building frontage	Not above the parapet on a flat roof or the eave on a pitched roof	No building shall be given credit for more than two street frontages
Public or institutional	Wall or marquee	One sign per street frontage	0.5 1 sq. ft. per lineal foot of building frontage	Not above the parapet on a flat roof or the eave on a pitched roof	No building shall be given credit for more than two street frontages

Section 44-487 Sign review authority.

TABLE IV-3. SIGN REVIEW AUTHORITY		
Type of sign	Approval	Appeal
Building-mounted	Community Development Department	Development and Circulation Committee
Monument	Community Development Department	Development and Circulation Committee
Electronic monument ⁽¹⁾	City Council	

TABLE IV-3. SIGN REVIEW AUTHORITY		
Type of sign	Approval	Appeal
On-site directional	Community Development Department	Development and Circulation Committee
Window	Community Development Department	Development and Circulation Committee
Flag poles	Community Development Department	Development and Circulation Committee
Master sign plan	Development and Circulation Committee	City Council
<u>Master sign plan, not to exceed two signs</u>	<u>Community Development Department</u>	<u>Development and Circulation Committee</u>
<u>Master sign plan, amendment</u>	<u>Community Development Department</u>	<u>Development and Circulation Committee</u>
Temporary sign on non-residential property	Community Development Department	Development and Circulation Committee

Sec. 44-784. - Authority.

The approval authority designated in Section 44-485, Table IV-1 may grant approval of precise plans and amendments to precise plans.

- (a) **When no other discretionary permit is required, a Precise Plan shall be required for all residential development except single-family homes on previously subdivided lots, and for all nonresidential developments exceeding 2,000 square feet of total floor area.**
- (b) **Precise Plan, minor**
 - (1) **Application for minor Precise Plan permits are limited to the following requests:**
 - (A) **Development with less than 10,000 gross square feet of new building floor area.**
 - (B) **Four or less residential units.**
 - (C) **Any multifamily projects where a minimum of 20% of total units are restricted to be affordable to lower income households or at least 40% of total units are restricted to be affordable to moderate income households (for a period of time equal to provisions under State Density Bonus Law (California Government Code Section 65915)).**

- (D) Modifications to previously approved Precise Plans that are substantially compliant with the original approval and do not result in additions greater than 10% of the total area.
- (2) Decisions on minor Precise Plan applications shall be made administratively by the Community Development Director. The Director shall include a determination of findings and appropriate conditions in the decision. The basis for approval, conditional approval, or denial of a minor Precise Plan application shall be as specified in Section 44-787.
- (3) Subject to a determination by the Community Development Director, a minor Precise Plan application may be placed on a Development and Circulation Committee or City Council agenda for review.

TABLE IV-1. REVIEW AUTHORITY					
Type of entitlement or decision	Section of Development Code	Community Development Director	Development Committee	City Council	Special Permit Committee
Precise plan residential new	44-784	Recommend	Recommend	Decision/ appeal	N/A
<u>Precise plan, minor</u>	44-783	<u>Decision</u>	<u>Appeal</u>	<u>Appeal</u>	<u>N/A</u>
<u>Precise Plan, Amendment</u>	44-824	<u>Recommend Decision</u>	<u>Decision Appeal</u>	<u>Appeal</u>	N/A
Precise plan, nonresidential new	44-784	Recommend	Recommend	Decision/ appeal	N/A
Amendment	44-784	Recommend	Recommend	Decision/ appeal	N/A

Sec. 44-849. - Authority.

The approval authority designated in Section 44-485, Table IV-1 may grant approval of conditional use permits and amendments to conditional use permits.

(a) Conditional Use Permit, Minor

- (1) Application for minor Conditional Use Permits are limited to the following requests:
- (A) Alternatives to parking and loading standards.
 - (B) Beer, wine, and liquor licenses.
 - (C) Live entertainment uses.
 - (D) Modifications to certain development standards as may be specified by this Code.

- (E) Other modifications which, in the determination of the Community Development Director, have a moderate potential for adverse impacts to the subject site and the surrounding community.
- (2) Decisions on minor Conditional Use Permit applications shall be made administratively by the Community Development Director. The Director shall include a determination of findings and appropriate conditions in the decision. The basis for approval, conditional approval, or denial of a minor Conditional Use Permit shall be as specified in Section 44-788.
- (3) Subject to a determination by the Community Development Director, a minor Conditional Use Permit may be placed on the City Council agenda for review.

TABLE IV-1. REVIEW AUTHORITY					
Type of entitlement or decision	Section of Development Code	Community Development Director	Development Committee	City Council	Special Permit Committee
Conditional use permits	44-849	Recommend	N/A	Decision/appeal	N/A
<u>Conditional use permits, minor</u>	<u>44-849</u>	<u>Decision</u>	<u>N/A</u>	<u>Appeal</u>	<u>N/A</u>

EXHIBIT “B”

2024 ZONING CODE UPDATE

Section 44-10

Group home means a residential care facility that provides various types of supervised and unsupervised care for its residents and which licensed to operate pursuant to State law, including facilities for persons with disabilities and other facilities (Welfare & Inst. Code 5116), residential health care facilities (Health & Safety Code 1267.8, 1267.9, & 1267.16), residential care facilities for the elderly (Health & Safety Code 1568.083 - 1568.0831, 1569.82 – 1569.87), community care facilities (Health & Safety Code 1518, 1520.5, 1566 - 1566.8, 1567.1), pediatric day health facilities (Health & Safety Code 1267.9; 1760 – 1761.8), and facilities for alcohol and drug treatment (Health & Safety Code 11834.23).

Section 44-76 – Purpose of residential zoning districts.

(b) *R-3, multiple-family residential.* The R-3 zoning district identifies areas intended for the development of a range of attached and detached residential uses. Typical housing types include higher density single-family residences, patio homes, zero lot line homes, mixed-use developments, and attached multiple-family dwellings such as multiple family residential duplexes, townhomes, condominiums, and garden apartments. Smaller sites composed of two acres or less are permitted to be developed with a maximum density of ten dwelling units per net acre. Larger sites that are between two and one-tenth to four acres are permitted to be developed with densities up to 15 dwelling units per net acre and sites composed of at least four and one-tenth acres are permitted to be developed with a maximum density of 25 dwelling units per net acre. The R-3 zoning district is consistent with the multiple-family residential land use designation of the general plan.

TABLE II-2. DEVELOPMENT STANDARDS FOR RESIDENTIAL ZONING DISTRICTS			
DEVELOPMENT FEATURE		R-1 DISTRICT	R-3 DISTRICT
Maximum height limit	Single family residence	30 ft. (two stories)	N/A
	Multiple family building (apartments, condominiums, townhomes)	N/A	30 ft. (three stories)
	Single family residential duplex	16 ft. (one story)	N/A

TABLE II-2. DEVELOPMENT STANDARDS FOR RESIDENTIAL ZONING DISTRICTS			
DEVELOPMENT FEATURE		R-1 DISTRICT	R-3 DISTRICT
	Detached accessory dwelling unit	16 ft. (one story)	16 ft. (one story)
Maximum lot coverage		45%	75%

Section 44-77 Precise plan required.

A precise plan shall be required for all residential development except for single-family dwellings on previously subdivided lots, and for all nonresidential developments exceeding 2,000 square feet of total floor area.

Section 44-78 Allowed uses.

TABLE II-1. ALLOWABLE USES AND PERMIT REQUIREMENTS FOR RESIDENTIAL ZONING DISTRICTS			
LAND USE	DISTRICT		STANDARDS IN SECTION
	R-1	R-3	
Supportive housing	P	P	44-306
Group home, small—Residential group living 6 persons or fewer	P	P	44-10
Group home, large—Residential group living 7 persons or more	C	C	44-10

Section 44-137 – Purpose of nonresidential zoning districts.

(c) *B-1, Mixed-Use Business*. The B-1 zoning district provides for a compatible and complementary mixture of employment, commercial, and residential uses. Typical uses include business and professional offices, high-rise hotels, restaurants, retail and general service commercial uses, limited research and development operations, commercial recreation, and mixed-use residential development. Development in the Mixed-Use Business District should offer

attractive and distinctive architectural design, integrated site layouts, substantial landscaping enhancements, and convenient pedestrian access between uses. For mixed-use residential development, the B-1 zoning district shall have a minimum residential density of 15 dwelling units per net acre and a maximum density of 48 dwelling units per net acre, and a minimum nonresidential Floor Area Ratio of 0.1 and a maximum nonresidential Floor Area Ratio of 1.5.

Section 44-361 – General parking standards.

(d) Multiple uses on a lot. Where there is more than one type of use on a lot, the parking requirements shall be the sum total of the requirements for the individual uses. A reduction in this parking requirement may be supported by a site-specific parking study and a parking management plan subject to review and approval of a minor Conditional Use Permit.

(e) Alternatives to parking and loading standards. The City recognizes that many uses and sites are unique and that certain components of parking and loading may be tailored to better comply with these standards based on factors such as irregular site shape and unique types or combinations of uses. As such, the City may consider shared parking, joint use of parking, and modifications to certain provisions of the parking and loading standards to achieve safe and adequate parking and loading facilities, subject to review and approval of a minor Conditional Use Permit.

Section 44-364 – Parking Calculations

Table III-7. Parking Requirements by Land Use

Land use	Minimum vehicle spaces required	
Multiple-family residential	Up to 2 bedrooms	1.5 uncovered spaces per unit
	3 bedrooms	2 plus 0.5 guest space – at least 50% covered
	4 bedrooms	4 plus 1 guest space – at least 40% covered
Accessory dwelling units (ADUs) ^{1, 2 3}	One parking space per ADU or per bedroom, whichever is less. Spaces can be provided uncovered on a driveway as tandem parking spaces to the garage, an uncovered ancillary parking space to the side of the driveway, or a garaged parking space in addition to the main homes standard two parking spaces in a fully enclosed garage. The requirement shall not apply to an ADU if any of the following are true: • The ADU is within one-half mile walking distance from public transit; or • The ADU is part of (i.e. contained within) the footprint of an existing primary residence or an existing accessory building; or • Is in an area where on-street parking permits are required, but not offered to the occupancy of the ADU; or • Is located within one block of a car share area; or	

	• The ADU is proposed to be constructed with a new primary dwelling on the same lot which would otherwise be exempt from ADU parking requirements; or • The ADU is otherwise exempt from parking requirements pursuant to State law.
Emergency shelter (homeless)	One parking space for every staff person during peak hours

Section 44-138 Precise plan required.

(a) Approval required. A precise plan shall be required for all residential development except for single-family dwellings on previously subdivided lots, and for all nonresidential developments exceeding 2,000 square feet of total floor area.

(b) Amendment to precise plan. All development on properties previously developed under an adopted precise plan shall require approval of an amendment to the precise plan by the Community Development Director. If the Community Development Director determines that the requested amendment is significant enough to require discretionary review, then the amendment shall be referred to the original decision-making authority.

Section 44-139. Allowable uses.

TABLE II-5. ALLOWABLE USES AND PLANNING PERMIT REQUIREMENTS FOR NONRESIDENTIAL ZONING DISTRICTS							
LAND USE	ZONING DISTRICT						
	OP	NC	B-1	GI	PI	OS	PND
Residential and Lodging Uses							
Low barrier navigation center	X	X	P	X	X	X	X
Multifamily dwellings as a stand-alone use	X	X	X	X	X	X	X

Section 44-141 – Nonresidential zoning districts general development standards.

TABLE II-6. DEVELOPMENT STANDARDS FOR NONRESIDENTIAL AND MIXED (RESIDENTIAL AND NONRESIDENTIAL) USES IN NONRESIDENTIAL ZONING DISTRICTS							
DEVELOPMENT STANDARD	OP	NC	B-1	GI	PI	OS	PND
Min. Lot Size (sq. ft.)	No minimum						
Max. Structure Height (ft.)	55	35	250	50	55/30 ⁴	30	55/35 ⁵

Max. Number of Stories	4	4	*	2	3/2 ⁴	2	4/2 ⁵
Min. Nonresidential Floor Area Ratio (FAR)			0.1				
Max. Nonresidential Floor Area Ratio (FAR) ²	0.6	0.5	0.75/1.5 ⁸ 27 DU/AC	0.6	0.6	0.25	0.6
Residential Density (dwelling units per net acre)			Min. 15 DU/AC Max. 48 DU/AC				

⁸ Development FAR of three-quarters for all B-1 properties located South of the 91 Freeway and a FAR of one and one-half for all B-1 properties located North of the 91 Freeway. An increase in the standard FAR for B-1 properties located South of the 91 Freeway may be permitted subject to approval of a Precise Plan, provided that the maximum FAR shall not exceed one and one-half.

TABLE II-7. ADDITIONAL DEVELOPMENT STANDARDS FOR RESIDENTIAL USES IN THE B-1 DISTRICT

DEVELOPMENT STANDARD			B-1 DISTRICT
Min. Lot Size (sq. ft.)			10,000 sq. ft.
Density — Maximum			48 dwelling units per net acre
Max. Structure Height (ft.)			250
Minimum Unit Size			500 sq. ft.
Min. Perimeter Building Setback/Perimeter Landscaping (in ft.) ³	From Ultimate Street Right-of-way		15 ft.
	From Abutting Commercial, Office, and Industrial Projects		20/5 ¹
	From Abutting Residential Projects		10 ¹
Minimum Building Separation			Per the Building and Fire Codes
Open Space — Per Unit			200 sq. ft. minimum, which may be provided as private, common, or combined open space
Maximum Lot Coverage			75%

⁴ For all B-1 properties located South of the 91 Freeway, a standard FAR of 0.75 shall be required and maximum FAR of 1.5 may be permitted, subject to approval of a Precise Plan.

Section 44-142 – Community benefits requirement for mixed-use development in the B-1 zoning district.

Section 44-306 - Supportive housing.

- (f) Purpose. The purpose of this section is to establish development standards for supportive housing and to ensure the supportive housing is constructed and operated in a manner that is consistent with the requirements and allowances of state law, specifically Article 11 of Chapter 3 of Division 1 of Planning and Zoning Law commencing with Government Code Section 65650.
- (g) Applicability. The provisions of this section shall apply to all supportive housing projects.

- (h) Planning Approval Required. An application to establish any supportive housing project shall be submitted to the Director of Community Development for review and approval. The decision to approve or deny the application shall be a ministerial in nature, without any discretionary review or a hearing. A decision by the Community Development Director shall be taken within 60 days of a complete application being filed.
- (2) Supportive housing projects shall be a use permitted by right in all zones where multifamily and mixed uses are permitted, including non-residential zones permitting multifamily uses. Supportive housing projects are permitted where all the following requirements are met:
- (A) Units within the development are subject to a recorded affordability restriction for 55 years.
 - (B) One hundred percent of the units, excluding the manager unit(s), within the development are dedicated to lower income households and are receiving public funding to ensure affordability of the housing to lower income Californians.
 - (C) At least 25 percent of the units in the development or 12 units, whichever is greater, are restricted to residents in supportive housing who meet criteria of the target population. If the development consists of fewer than 12 units, then 100 percent of the units, excluding manager unit(s), in the development shall be restricted to residents in supportive housing.
 - (D) Non-residential floor area shall be used for on-site supportive services in the following amounts:
 - (1) For a development with 20 or fewer total units, at least 90 square feet shall be provided for onsite supportive services.
 - (2) For a development with more than 20 units, at least 3 percent of the total nonresidential floor area shall be provided for onsite supportive services that are limited to tenant use, including, but not limited to, community rooms, case management offices, computer rooms, and community kitchens.
 - (E) The developer replaces any dwelling units on the site of the supportive housing development to ensure that any change to the occupancy of the supportive housing units is made in a manner that minimizes tenant disruption and only upon the vacancy of any supportive housing units.
 - (F) Units within the development, excluding manager unit(s), include at least one bathroom and a kitchen or other cooking facilities, including, at minimum, a stovetop, a sink, and a refrigerator.
- (i) Development and Operational Standards. Supportive housing projects shall comply with all the following standards:
- (4) The project shall comply with all development standards and any written objective standards or policies required of multifamily developments in the same zone.
 - (5) The applicant shall submit a plan for providing supportive services, to include all the following items:
 - (A) Documentation that supportive services will be provided on-site.
 - (B) The name of the proposed entities that will provide supportive services.
 - (C) The proposed funding sources for the services provided.
 - (D) Proposed staffing levels
 - (6) No minimum parking requirements shall be required for the units occupied by supportive housing residents for projects located within one-half mile of a public transit stop.
- (j) Definitions. This section includes the definition of terms and phrases used in this section that are technical or specialized, or that may not reflect common usage. If any of the definitions in this section conflict with definitions in other provisions of the Municipal Code, these definitions shall supersede for the purposes of this section. If a word is not defined in this section or is defined and conflicts with another definition of the Municipal Code, the Director shall determine the most appropriate definition.

- (5) "Lower Income Households" shall have the same meaning as defined in Section 50079.5 of the Health and Safety Code. 12/05/23 Page 13 Item #9
- (6) "Supportive Housing" shall mean housing with no limit on length of stay, that is occupied by the target population, and that is linked to on-site or off-site services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.
- (7) "Supportive Services" shall include, but are not limited to, a combination of subsidized, permanent housing, intensive case management, medical and mental health care, substance abuse treatment, employment services, and benefits advocacy.
- (8) "Target Population" shall mean persons, including persons with disabilities, and families who are homeless, as that term is defined by Section 11302 of Title 42 of the United States Code, or who are homeless youth, as that term is defined by paragraph (2) of subdivision (e) of Section 11139.3 of the Government Code.

Section 44-307 Low-barrier navigation centers.

- (f) Purpose. The purpose of this section is to establish development standards for low-barrier navigation centers and to ensure this use is constructed and operated in a manner that is consistent with the requirements and allowances of state law, specifically Article 12 of Chapter 3 of Division 1 of Planning and Zoning Law commencing with California Government Code Section 65660. This section shall be repealed as of January 1, 2027.
- (g) Applicability. The provisions of this section shall apply to all low-barrier navigation center projects.
- (h) Planning Approval Required. An application to establish a low-barrier navigation shall be submitted to the Director of Community Development for review and approval. The decision to approve or deny an application shall be ministerial in nature, without any discretionary review or a hearing. The City shall notify a developer whether the developer's application is complete within 30 days, pursuant to California Government Code Section 65943. A decision by the Community Development Director shall be taken within 60 days of a complete application being filed.
- (i) Development and Operational Standards. A low-barrier navigation center development shall be deemed a use that is permitted by-right in areas zoned for mixed-use and nonresidential zones permitting multifamily uses, if it meets the following requirements:
 - (5) Connected Services. It offers services to connect people to permanent housing through a services plan that identifies services staffing.
 - (6) Coordinated Entry System. It is linked to a coordinated entry system, so that staff in the interim facility or staff who co-locate in the facility may conduct assessments and provide services to connect people to permanent housing. "Coordinated entry system" means a centralized or coordinated assessment system developed pursuant to Section 576.400(d) or Section 578.7(a)(8), as applicable, of Title 24 of the Code of Federal Regulations, as those sections read on January 1, 2020, and any related requirements, designed to coordinate program participant intake, assessment, and referrals.
 - (7) Code Compliant. It complies with Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.
 - (8) Homeless Management Information System. It has a system for entering information regarding client stays, client demographics, client income, and exit destination through the local Homeless Management Information System, as defined by Section 578.3 of Title 24 of the Code of Federal Regulations.

- (j) Definitions. This section includes the definition of terms and phrases used in this section that are technical or specialized, or that may not reflect common usage. If any of the definitions in this section conflict with definitions in other provisions of the Municipal Code, these definitions shall supersede for the purposes of this section. If a word is not defined in this section or is defined and conflicts with another definition of the Municipal Code, the Director shall determine the most appropriate definition.
- (3) "Low-Barrier Navigation Centers" shall mean a housing-first, low-barrier, service-enriched shelter focused on moving people into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. "Low barrier" means best practices to reduce barriers to entry, and may include, but is not limited to, the following:
- (E) The presence of partners if it is not a population-specific site, such as for survivors of domestic violence or sexual assault, women, or youth.
 - (F) Pets.
 - (G) The storage of possessions.
 - (H) Privacy, such as partitions around beds in a dormitory setting or in larger rooms containing more than two beds, or private rooms.
- (4) "Use by Right" has the meaning defined in subdivision (i) of Section 65583.2. Division 13 (commencing with Section 21000) of the California Public Resources Code shall not apply to actions taken by a public agency to lease, convey, or encumber land owned by a public agency, or to facilitate the lease, conveyance, or encumbrance of land owned by a public agency, or to provide financial assistance to, or otherwise approve, a Low-Barrier Navigation Center constructed or allowed by this section.

Section 44-394 Temporary sign permit.

(c) *Temporary sign on non-residential property.* Temporary signs on non-residential property, such as commercial or industrial property, require a permit from the Community Development Department and must comply with the following standards:

- (1) *Duration.* Temporary signs (including banners and flags) may be displayed for a total of 63 days within a calendar year. If the sign relates to an event, it must be taken down no later than ten days after the event.
- (2) *Size.* Temporary sign size shall not be greater than the size permitted for permanent building-mounted signage contained in table III-10.
- (3) *Location.* The location of temporary signs shall be the same general area as permitted for permanent signs. Temporary signs over three feet high shall not be located within the traffic safety triangle.
- (4) *Exempt.* Temporary signs of six square feet or less are exempt from the requirement to obtain a permit, but must not be located within the traffic safety triangle and the maximum height shall not be more than three feet above grade. A maximum of three such temporary signs are permitted at any given time on any non-residential property.

Section 44-397 Sign standards.

TABLE III-10: SIGN STANDARDS					
Use	Sign type	Maximum number	Maximum sign area	Maximum height	Remarks
Neighborhood commercial	Wall or marquee	One sign per street frontage	1 sq. ft. per lineal foot of building frontage	Not above the parapet on a flat roof or the eave on a pitched roof	No building shall be given credit for more than two street frontages
Office professional	Wall or marquee	One sign per street frontage	1 sq. ft. per lineal foot of building frontage	Not above the parapet on a flat roof or the eave on a pitched roof	No building shall be given credit for more than two street frontages
Public or institutional	Wall or marquee	One sign per street frontage	1 sq. ft. per lineal foot of building frontage	Not above the parapet on a flat roof or the eave on a pitched roof	No building shall be given credit for more than two street frontages

Section 44-487 Sign review authority.

TABLE IV-3. SIGN REVIEW AUTHORITY		
Type of sign	Approval	Appeal
Building-mounted	Community Development Department	Development and Circulation Committee
Monument	Community Development Department	Development and Circulation Committee
Electronic monument ⁽¹⁾	City Council	
On-site directional	Community Development Department	Development and Circulation Committee
Window	Community Development Department	Development and Circulation Committee

TABLE IV-3. SIGN REVIEW AUTHORITY		
Type of sign	Approval	Appeal
Flag poles	Community Development Department	Development and Circulation Committee
Master sign plan	Development and Circulation Committee	City Council
Master sign plan, not to exceed two signs	Community Development Department	Development and Circulation Committee
Master sign plan, amendment	Community Development Department	Development and Circulation Committee
Temporary sign on non-residential property	Community Development Department	Development and Circulation Committee

Sec. 44-784. - Authority.

The approval authority designated in Section 44-485, Table IV-1 may grant approval of precise plans and amendments to precise plans.

- (c) When no other discretionary permit is required, a Precise Plan shall be required for all residential development except single-family homes on previously subdivided lots, and for all nonresidential developments exceeding 2,000 square feet of total floor area.
- (d) Precise Plan, minor
 - (4) Application for minor Precise Plan permits are limited to the following requests:
 - (A) Development with less than 10,000 gross square feet of new building floor area.
 - (B) Four or less residential units.
 - (C) Any multifamily projects where a minimum of 20% of total units are restricted to be affordable to lower income households or at least 40% of total units are restricted to be affordable to moderate income households (for a period of time equal to provisions under State Density Bonus Law (California Government Code Section 65915).
 - (D) Modifications to previously approved Precise Plans that are substantially compliant with the original approval and do not result in additions greater than 10% of the total area.
 - (5) Decisions on minor Precise Plan applications shall be made administratively by the Community Development Director. The Director shall include a determination of findings and appropriate conditions in the decision. The basis for approval, conditional approval, or denial of a minor Precise Plan application shall be as specified in Section 44-787.

- (6) Subject to a determination by the Community Development Director, a minor Precise Plan application may be placed on a Development and Circulation Committee or City Council agenda for review.

TABLE IV-1. REVIEW AUTHORITY					
Type of entitlement or decision	Section of Development Code	Community Development Director	Development Committee	City Council	Special Permit Committee
Precise plan	44-784	Recommend	Recommend	Decision/appeal	N/A
Precise plan, minor	44-783	Decision	Appeal	Appeal	N/A
Precise Plan, Amendment	44-824	Decision	Appeal	Appeal	N/A

Sec. 44-849. - Authority.

The approval authority designated in Section 44-485, Table IV-1 may grant approval of conditional use permits and amendments to conditional use permits.

(b) Conditional Use Permit, Minor

(4) Application for minor Conditional Use Permits are limited to the following requests:

- (A) Alternatives to parking and loading standards.
- (B) Beer, wine, and liquor licenses.
- (C) Live entertainment uses.
- (D) Modifications to certain development standards as may be specified by this Code.
- (E) Other modifications which, in the determination of the Community Development Director, have a moderate potential for adverse impacts to the subject site and the surrounding community.

(5) Decisions on minor Conditional Use Permit applications shall be made administratively by the Community Development Director. The Director shall include a determination of findings and appropriate conditions in the decision. The basis for approval, conditional approval, or denial of a minor Conditional Use Permit shall be as specified in Section 44-788.

(6) Subject to a determination by the Community Development Director, a minor Conditional Use Permit may be placed on the City Council agenda for review.

TABLE IV-1. REVIEW AUTHORITY					
Type of entitlement or decision	Section of Development Code	Community Development Director	Development Committee	City Council	Special Permit Committee
Conditional use permits	44-849	Recommend	N/A	Decision/appeal	N/A
Conditional use permits, minor	44-849	Decision	N/A	Appeal	N/A

City of La Palma



MEETING DATE: November 5, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Belinda Deines, Community Development Manager

AGENDA TITLE: Introduction and First Reading of an Ordinance Amending Portions of the City Zoning Code (Chapter 44 of the La Palma Municipal Code) for Parking, Signage, and Housing Definitions in Compliance with State Housing Laws and City's Housing Element

RECOMMENDED ACTION:

It is recommended that the City Council take the following actions:

- a) Open Public Hearing
- b) Receive Staff Report
- c) Council Member Comments and Questions
- d) Receive Public Input
- e) Close Public Hearing
- f) Introduce an Ordinance amending portions of the City Zoning Code Chapter 44 of the La Palma Municipal Code) for parking, signage, and housing definitions in compliance with State Housing Laws and the City's Housing Element by (1) asking the City Clerk to read the title of the Ordinance; and (2) approving a motion to waive further reading of the Ordinance and to pass it on a second reading.

CEQA exempt pursuant to Section 15060(c)(2) and 15061(b)(3)

SUMMARY:

The Ordinance before the City Council for the Introduction and First Reading is a draft Ordinance (Attachment 1) that would amend the City Zoning Code Chapter 44 of the La Palma Municipal Code for development standards, processing requirements, and definitions related to parking, signage, and housing in compliance with State Housing Laws and the City's Housing Element. These zoning code amendments are recommended by the City's Economic Development/Land Use Ad-Hoc Committee for implementation of programs identified in the 2021-2029 Housing Element and in line with the City Council's goals to support housing and economic development.

BACKGROUND:

On December 5, 2023, the City Council formed the Economic Development/Land Use Ad-Hoc Committee (Committee) to report back to the Council on advisable land use changes that are based on the City's Housing Element Update and economic development initiatives that support enhancing our commercial areas and shopping centers. On May 20, 2024, the California Department of Housing and Community Development (HCD) certified the 6th Cycle 2021-2029 Housing Element (HE) of the La Palma General Plan. Numerous State housing laws have been adopted over the past several years requiring revisions to the La Palma Municipal Code (LPMC), as required by HCD and specified in the HE.

From February to October 2024, the Committee convened on a monthly basis to develop the proposed zoning code amendments related to housing and economic development. To prioritize available resources, the Committee recommended to conduct the zoning code amendments in two parts: 1) minor amendments in 2024, and 2) major amendments in 2025. In early 2025, the Committee proposes additional zoning code amendments related to shopping center, retail, and outdoor seating parking requirements as well as objective design standards. Both of these items will require additional analysis and input prior to City Council review and consideration.

ANALYSIS:

The purpose of this zoning code amendment is to implement several programs identified in the HE as well as changes in regulations that alleviate constraints to housing and economic development as recommended by the Committee. HE Program 8 requires Development Code amendments related to emergency shelter parking standards, low-barrier navigation centers, supportive housing, and residential care facilities to be completed by December 2024. Furthermore, HE Program 10 (Residential Land Use Designations and Controls) requires processing of amendments necessary to comply with new state legislation, including elimination of the Precise Plan process for new single-family development, changes to existing R-3 development standards to allow 3-story buildings and increase maximum lot coverage, and modify parking requirements for multi-family dwellings by December 2024.

Pursuant to LPMC Section 44-667, a public hearing is required for amendments to Chapter 44 of the La Palma Municipal Code, which is a legislative action. In keeping with the timeframe specified in the certified Housing Element, the proposed zoning code amendments to LPMC Chapter 44 include the following as drafted in Exhibit A (Attachment 1):

- Definitions for group home [Section 44-10]
- Modifications to story count and maximum lot coverage in the R-3 Zoning District [Section 44-76]
- Update allowable uses in residential zones for supportive housing and group homes [Section 44-78]
- Precise Plan exemption for demolition and new construction of single-family dwellings [Section 44-77, Section 44-138]
- Allow low-barrier navigation center use where mixed-use is permitted [Section 44-139]
- Clarification on residential density and floor area ratio in the Mixed-Use B-1 Zoning District [Section 44-137, Section 44-141]
- Development standards for supportive housing and low-barrier navigation centers [Section 44-306, Section 44-307]

- Revised parking provisions related to emergency shelter, multi-family residential, and accessory dwelling units; allowing alternatives to parking and loading standards [Section 44-361]
- Changes to temporary sign exemptions, increase in maximum wall sign area, and approval authority of Master Sign Plans [Section 44-394, Section 44-397, Section 44-487]
- Establish administrative approval process for minor discretionary review of Precise Plans and Conditional Use Permits [Section 44-784, Section 44-849]

Group Home Definition

HE Program 8 proposes to clarify the LPMC to eliminate “drug/alcohol rehabilitation homes” and “transitional housing” uses and propose “group home, small and large” as defined by State Health & Safety Code. Group home shall mean a residential care facility licensed to operate in compliance with State law. Group home, small is defined as six or fewer people, which is permitted by right. Group home, large is defined as seven or more people, which requires approval of a Conditional Use Permit.

R-3 Zoning District Development Standards

HE Program 10 intends to identify and eliminate constraints to residential development for properties located in the R-3 (Multiple-Family Residential) Zoning District. While the maximum height will remain at 30 feet, the proposed amendment will allow an additional third story. Currently, the maximum lot coverage permitted in the R-3 Zoning District is more restrictive at 40% than the R-1 Zoning District at 45%. The proposed amendment seeks to increase maximum lot coverage to 75%, which would allow other multifamily housing product types to be developed in the R-3 Zoning District.

Precise Plan Exemption for Single-Family Construction

At present, LPMC requires that the demolition of an existing home and construction of a new home requires a Precise Plan discretionary permit, which is subject to Development and Circulation Committee recommendation and City Council approval. In keeping with eliminating constraints to residential development, the proposed code amendments allow for the City to approve single-family residence remodeling and new construction on existing subdivided lots to be approved administratively without a public hearing. The amendment allows for single-family homes to be reviewed and approved by City staff. Furthermore, any amendments to an existing Precise Plan may be reviewed and approved by the Community Development Director and may be appealed to the original decision-making authority.

Clarification of Mixed-Use B-1 Business District Development Standards

The City’s General Plan allows for a maximum density of 48 dwelling units per net acre (DU/AC), however the City’s Zoning Code is limited to a maximum of 27 DU/AC. The proposed amendment establishes a minimum residential density of 15 DU/AC and a maximum density of 48 DU/AC, as well as clarifying that a minimum nonresidential Floor Area Ratio of 0.1 and a maximum of 1.5 are required to ensure that there are adequate business uses onsite to complement mixed-use development. Additional clarification is proposed to state that multifamily dwellings as a “stand-alone” use is not permitted to promote mixed-use rather than predominantly residential development within the B-1 Zoning District.

Revised Parking Requirements

Given that the City’s existing commercial centers are built-out, the LPMC has parking standards that

limit land uses and discourage potential businesses based on stringent and antiquated parking ratios. The proposed amendments seek to establish a procedure for alternatives to parking and loading standards, subject to administrative review and approval of a minor Conditional Use Permit. Such alternatives include shared parking, joint use of parking, compact parking stall size, and other parking management tools that allow for greater flexibility for infill development of existing properties.

In compliance with HE Program 10, proposed changes to parking requirements based on housing use types include multiple-family residential reduction to 1.5 uncovered spaces per unit up to 2 bedrooms and 2 spaces plus 0.5 guest space for 3 bedrooms. Additional clarification is proposed to accessory dwelling unit parking requirements in compliance with State law.

Emergency Shelter Parking

Pursuant to Assembly Bill (AB) 139 (2019), the LPMC maintains an ordinance that includes appropriately zoned properties to accommodate the need for emergency shelters. HE Program 8 requires an amendment to LPMC Chapter 44 to align the emergency shelter parking standards with State law. AB 139 requires that the parking standards established by a city for emergency shelters shall be limited to “sufficient parking to accommodate all staff working in the emergency shelter, provided that the standards do not require more parking for emergency shelters than other residential or commercial uses within the same zone” (California Government Code Section 65583(a)(4)(ii)). The proposed amendment replaces the current standards of one parking space for every five beds and 0.5 space per bedroom designed as a family unit, plus one space for every employee and/or volunteer staff plus a bike rack.

Supportive Housing

Pursuant to AB 2162 (2018) and HE Program 8, supportive housing must be allowed as a use by right in zoning districts where multifamily and mixed uses are permitted, including in non-residential zones permitting multifamily uses. Supportive housing means housing with no limit on length of stay, occupied by the target population, and is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving their health status, and maximizing their ability to live and, when possible, work in the community. The proposed amendment establishes application procedures, development standards, operational standards, and definitions for supportive housing and ensures that supportive housing is constructed and operated in a manner that is consistent with the requirements of State law.

Low Barrier Navigation Centers

Pursuant to AB 101 (2019) and HE Program 8, the LPMC must allow low barrier navigation centers in areas zoned for mixed uses and nonresidential zones that permit multi-family uses. Low barrier navigation centers provide temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing. Low barrier navigation centers reduce barriers to use by those seeking shelter by allowing for pets and storage of possessions, and by providing increased privacy and security. The proposed amendment establishes application procedures, development standards, operational standards, and definitions for low barrier navigation centers and ensures this use is constructed and operated in accordance with the requirements and allowances of State law. Pursuant to California Government Code Sections 65660-65668, this ordinance is repealed as of January 1, 2027.

Signage Processing Requirements

To allow for a streamlined process for businesses and commercial centers, proposed amendments

include creating an exemption for small temporary signs (limited to a maximum of three) on non-residential property, increasing the maximum sign area for permanent wall signs from 0.5 to 1 square feet per linear foot of building frontage, and allowing administrative review of Master Sign Plans for no more than two signs and amendments. These changes help to expedite the approval timing and facilitate establishing new business storefronts.

Minor Permits Subject to Community Development Director Approval

Often, new business starts are deterred by a lengthy approval process when discretionary permits are subject to Development and Circulation Committee (DCC) review and/or recommendation as well as City Council approval. At minimum, these public hearing processes would take at least three months through the review and approval process. The proposed amendment seeks to maintain the discretionary permits for a Precise Plan and Conditional Use Permit, and establish “minor” permitting procedures subject to administrative approval by the Community Development Director. The Director has the ability to place an application for DCC or City Council approval, and any decisions by the Director may be appealed to DCC and City Council for review.

General Plan Consistency: The proposed amendments are consistent with the intent of the Zoning Code and in keeping with the goals and policies of the General Plan: POLICY LU-1.2, GOAL LU-4, and GOAL LU-6, and GOAL CB-4. The proposed Ordinance achieves implementation of City's General Plan Housing Element policies and Programs 8, 10, and 12.

ENVIRONMENTAL REVIEW:

This Ordinance is exempt from the California Environmental Quality Act ("CEQA") pursuant to State CEQA Guidelines Section 15060(c)(2) and 15061(b)(3) in that the proposed changes are not anticipated to result in a direct or reasonably foreseeable indirect physical change in the environment nor will they have the potential of creating a significant effect on the environment.

NOTIFICATION:

Public hearing notices were published in the October 16, 2024, edition of the local *Event-News Enterprise* newspaper, and posted at three locations: (1) on the Bulletin Board of the City Manager-City Clerk's Office, City Hall, 7822 Walker Street, La Palma, California 90623; (2) on the Bulletin Board at the La Palma Community Services Department, 7821 Walker Street, La Palma, California 90623; and (3) subject site. The City also increased awareness of this Public Hearing through the use of its digital technology capabilities that include the Notify Me alerts and the City Website.

CONCLUSION:

Adoption of this Ordinance will update the City's Zoning Code to revise development standards, processing requirements, and definitions related to parking, signage, and housing in compliance with State Housing Laws and the City's Housing Element. The City Council may propose to change, alter, or decline any of the proposed language contained within the draft Ordinance provided as *Attachment 1*.

FISCAL IMPACT:

None.

ATTACHMENTS:

1. Draft Ordinance

City of La Palma

Agenda Item No. 7



MEETING DATE: December 10, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Andy Ramirez, Public Works & Community Services
Director

AGENDA TITLE: Water Staffing Augmentation Update

RECOMMENDED ACTION:

It is recommended that the City Council authorize the City Manager to allocate up to an additional \$50,000 for water staff augmentation services with Water Workforce.

BACKGROUND

As noted in previous staff reports, the water industry faces a growing demand for skilled water and utility operators. Many agencies are now offering higher salaries and better benefits than La Palma, causing several water workers and operators to leave the City. To comply with State regulations requiring a Chief Plant Operator (CPO) at all times and ensure proper staffing levels for operations and required State reporting, the City has contracted Water WorkForce for temporary staff augmentation services while it continues to face recruitment challenges to fill for the vacancies of one Utilities/Maintenance Supervisor, one Lead Utility Operator, and one Water Worker I/II.

To fill these critical operational needs and immediately meet compliance with the State, on May 16, 2024, the City secured Water WorkForce on a temporary basis under the City Manager's signing authority of \$25,000. At the June 2024 City Council meeting, the City Council awarded a contract to Water WorkForce to provide a CPO at a billing rate of \$130 per hour for an amount not to exceed \$70,000 and a fee schedule for other staffing. In September, the City Council awarded an additional \$25,000 to continue water staffing services with Water Workforce. By the end of this month, all funds are expected to be exhausted. Despite conducting multiple interviews over the past several months, the City has not been successful in recruiting permanent water staff. To ensure uninterrupted water operations and compliance with State reporting requirements, it is recommended to allocate an additional \$50,000 to Water WorkForce as a contingency for continued services.

On a related note, staff intend to return to the City Council to propose engaging a consultant for a comprehensive Water and Sewer Rate Study. This study will assess the City's current rates and ensure they align with operational needs and long-term sustainability. As part of this effort, staff also plan to conduct a salary survey to evaluate the City's competitiveness in attracting and retaining qualified personnel. These findings will be incorporated into future recommendations to strengthen the City's workforce and operational efficiency. Staff aim to secure professional consulting services for the rate study in early 2025.

FISCAL IMPACT

The costs associated with WaterWork Force will be covered by salary savings.

ATTACHMENTS:

None

City of La Palma

Agenda Item No. 8



MEETING DATE: December 10, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Andy Ramirez, Public Works & Community Services
Director

AGENDA TITLE: Additional Budget Appropriation for the Various Median Islands
Project

RECOMMENDED ACTION:

It is recommended that the City Council:

1. Appropriate additional construction funding in the amount \$291,000; and
2. Authorizes the City Manager or his designee to execute all necessary change order expenditures within the requested amount.

BACKGROUND

On February 6, 2024, the City of La Palma awarded the contract for the construction of the Various Median Island Improvements. This project consists of the rehabilitation of the La Palma Avenue Median Islands from the east city limits to the west city limits; Walker Avenue Median Islands from Orangethorpe Avenue southerly; and Moody Street from Crescent Avenue to Houston Avenue. The scope included the removal of existing landscaping/irrigation, tree removal, hardscape removal and replacement, installation of a new drip irrigation system, and planting of new trees along with new landscaping/hardscaping in the median islands. Additionally, new median islands on Moody Street from Malaga Avenue to La Luna Avenue are part of this project with irrigation and landscaping.

Construction is progressing with anticipated completion in February 2025. As with all projects that involve existing improvements, unforeseen conditions arise and need to be addressed.

Staff and the contractor discovered a discrepancy in the bid documents that addressed the purchase and installation of river rock in the construction plans. Staff, in consultation with the City Attorney and the contractor, have determined the most economical solution is to increase project funding to complete the river rock purchase and installation in the amount of \$217,688.96, and additional sleeves between median islands are required in the amount of \$71,300. Further, additional contingency funding of \$45,000 is recommended for unforeseen issues during the final phase of construction. As demonstrated in the chart below, there is an existing contingency amount of \$43,769.05. Therefore, with the remaining available contingency and required construction costs, there is a shortfall of

approximately \$291,000.

Contingency Balance after Recent Contract Change Order	\$43,769.05
Additional Budget Required - Bid Quantity Deficiency/Overage - Sleeves at New Medians Item 25	\$(71,300.00)
Additional Budget Anticipated Future/Anticipated - Extra asphalt concrete, stamped concrete, and other construction cost	\$(45,000.00)
Additional Budget Required - River Rocks Purchase and Installation	\$(217,688.96)
Estimated Overage	\$(290,219.91)

FISCAL IMPACT

The unreserved Capital Outlay Reserve Fund (COR) has sufficient funding to cover the estimated overage of \$291,000.

ATTACHMENTS:

None

City of La Palma

Agenda Item No. 9



MEETING DATE: December 10, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Ryan Hallett, Assistant City Manager

AGENDA TITLE: Request for City Clerk/Executive Assistant Position Overhire and Compensation and Classification Plan Adjustment

RECOMMENDED ACTION:

It is recommended that the City Council:

1. Approve an overhire for the City Clerk/Executive Assistant position; and
2. Adopt a Resolution amending the Memorandum of Understanding and Salary Schedule for the La Palma Professional Employees Association and the Management Employees Personnel Resolution; and
3. Adopt a Resolution amending the Fiscal Year 2024-25 Adopted Budget to include a salary adjustment for the City Clerk/Executive Assistant position and funding for the temporary addition of a full-time equivalent.

SUMMARY

City Clerk/Executive Assistant Position and Need for an Overhire

The City Clerk/Executive Assistant announced her intention to retire in July 2025. This position is responsible for planning, organizing, and managing the functions of the City Clerk's division. This role serves as Clerk to the City Council, preparing and maintaining official records of Council proceedings and actions. It oversees the City Council agenda preparation process, ensuring compliance with Brown Act requirements, administers municipal elections, and acts as the filing officer for regulatory filings required under the Political Reform Act. The position also facilitates public access to information, responds to Public Records Act requests, and performs a variety of secretarial and administrative tasks in support of the City Council, City Manager, and management staff.

Recognizing the critical importance of the City Clerk/Executive Assistant position and the need for a seamless transition, staff recommends that the City Council authorize an overhire for this role. This approach would allow the incoming City Clerk to work alongside the current City Clerk for at least three months, ideally up to five months, ensuring ample time for training, mentorship, and a thorough transfer of institutional knowledge. This overlap period would help maintain continuity in the City Clerk's Office and minimize disruptions to operations and compliance requirements. Additionally,

should recruitment efforts not result in a suitable candidate for the City Clerk position, staff is requesting the flexibility to underfill the position with a Deputy City Clerk. This would allow the selected individual to start in the Deputy role and gain the necessary experience and training to eventually transition into the City Clerk position. This pathway ensures a structured development process, preparing the individual for the responsibilities of the role while maintaining continuity and support for the City Clerk's Office.

Reclassification of the Position

Currently, this position is classified as a professional employee with membership in the La Palma Professional Employees Association (LPPEA). However, the typical City Clerk position in a local government agency is classified as a management employee due to its supervisory responsibilities and leadership role. Considering the level of responsibility, the anticipated skill set required to fulfill the essential functions, and the fact that this position also serves partly as the executive assistant to the City Council and City Manager, staff recommends that the City Clerk position be reclassified as an at-will management employee rather than a member of LPPEA. This classification better reflects the scope, authority, and responsibilities associated with the role.

Compensation Adjustment

To prepare for the upcoming departure of the City Clerk and to attract a highly qualified replacement, staff conducted a salary survey. The results revealed that the current salary for the City Clerk/Executive Assistant position is 38% below the median for comparable positions in similar jurisdictions. This significant disparity hinders the City's ability to remain competitive in the job market, making it challenging to recruit top talent for this critical role. Addressing this gap is essential to ensuring the City can secure a candidate with the necessary skills and experience to manage the complex responsibilities associated with the position. A competitive salary is crucial for attracting individuals who meet the City's high standards for service and operational excellence.

Staff recommends that the Council adopt a Resolution to adjust the compensation for the City Clerk/Executive Assistant position. Including benefits, the fully burdened cost of this adjustment is estimated to range from \$43,100 to \$46,400, depending on whether the employee is enrolled in PEPR or Classic PERS membership. This adjustment addresses the significant pay disparity identified in a recent salary survey, bringing the position's salary to within 10% of the median for comparable roles and aligning it more closely with market standards. The proposed change is essential for improving the City's ability to attract and retain highly qualified candidates for this critical role. By approving this adjustment, the City will enhance its competitiveness in the job market and ensure the continued effective management of the City Clerk's Office. The salary schedule will be adjusted effective January 1, 2025. The current and proposed salary schedule is as follows:

CURRENT

City Clerk/Executive Assistant

Annual	75,304.89	78,982.83	82,844.67	86,899.60	91,157.27	95,627.83	100,321.92
Monthly	6,275.41	6,581.90	6,903.72	7,241.63	7,596.44	7,968.99	8,360.16
Biweekly	2,896.34	3,037.80	3,186.33	3,342.29	3,506.05	3,677.99	3,858.54
Hourly	36.2043	37.9725	39.8292	41.7787	43.8256	45.9749	48.2317

PROPOSED

City Clerk/Executive Assistant

Annual	108,723.58	114,159.76	119,867.75	125,861.14	132,154.20	138,761.90	145,700.00
Monthly	9,060.30	9,513.31	9,988.98	10,488.43	11,012.85	11,563.49	12,141.67
Biweekly	4,181.68	4,390.76	4,610.30	4,840.81	5,082.85	5,337.00	5,603.85
Hourly	52.2710	54.8845	57.6287	60.5102	63.5357	66.7125	70.0481

Given the temporary addition of a full-time equivalent (FTE) position and the proposed salary

adjustment, the City Clerk's budget is projected to exceed its current allocation. To address this, a budget resolution is attached to amend the budget, ensuring sufficient funding is available to cover the associated costs. This amendment will account for the increased expenses resulting from the overhire and updated compensation plan.

FISCAL IMPACT

The proposed overhire and compensation adjustment for the City Clerk/Executive Assistant position is estimated at approximately \$150,000 for the remainder of FY 2024-25. This amount includes the cost of overlapping the incoming City Clerk with the current incumbent for up to five months, as well as the increased salary and benefits resulting from the adjustment. The calculation includes the fully burdened costs, which vary slightly based on the incoming employee's enrollment in either PEPRA or Classic PERS retirement plans as well as their chosen benefit options.

ATTACHMENTS:

1. Resolution Amending MOU and Salary Schedules
2. Budget Amendment Resolution

RESOLUTION NO. 2024-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA PALMA AMENDING THE MEMORANDUM OF
UNDERSTANDINGS AND SALARY SCHEDULES FOR
THE LA PALMA PROFESSIONAL EMPLOYEES
ASSOCIATION AND MANAGEMENT EMPLOYEES
PERSONNEL RESOLUTION**

WHEREAS, the City Council adopted Resolution 2022-33 on July 5, 2022, adopting the Memorandum of Understanding with the La Palma Professional Employees Association (LPPEA); and

WHEREAS, the City Council also adopted Resolution 2024-23, on June 4, 2024, which outlined Management Employee salaries, personnel practices, and benefits; and

WHEREAS, the City Clerk/Executive Assistant has announced her intention to retire in July 2025, necessitating preparation to ensure a seamless transition in this critical role; and

WHEREAS, a salary survey revealed that the current compensation for the City Clerk/Executive Assistant position is 38% below the median for comparable roles, creating a challenge in attracting and retaining qualified candidates; and

WHEREAS, the City Council seeks to address this disparity by adjusting the salary for the City Clerk/Executive Assistant position to within 10% of the median to remain competitive in the job market; and

WHEREAS, the City Council would also like to reassign the City Clerk/Executive Assistant position from a LPPEA member to a member of the Management group; and

WHEREAS, the City of La Palma and LPPEA have met and conferred in good faith and have come to an agreement that reclassification of the City Clerk/Executive Assistant position should be reassigned from LPPEA to the Management group; and

WHEREAS, the Memorandum of Understanding, Resolutions, and Salary Schedules for the LPPEA (Exhibit A) and the Management Employees (Exhibit B) shall be updated accordingly.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of La Palma and LPPEA agree as follows:

SECTION 1. Amend Resolution 2022-33 to update Article II and the Salary Schedule for the LPPEA Memorandum of Understanding to remove the City Clerk/Executive Assistant position (Exhibit A).

SECTION 2. Amend Resolution 2024-23 to update Article II of the Management Employees Resolution and the Salary Schedule to add the City Clerk/Executive Assistant position (Exhibit B).

SECTION 3. Implement salary schedules that go into effect on January 1, 2025.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 10th day of December 2024.

Mayor

ATTEST:

Kimberly Kenney, CMC
City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS.
CITY OF LA PALMA)

I, KIMBERLY KENNEY, City Clerk of the City of La Palma, California, DO HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of said City at a regular meeting of said City Council held on the 10th day of December 2024, and that it was so adopted by called vote as follows:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

Kimberly Kenney, CMC
City Clerk

ARTICLE II

RECOGNITION

Pursuant to the Employees Resolution of the City, and California Government Code Sections 3500-3510, the City hereby recognizes the La Palma Professional Employees' Association as the majority representative of the full-time employees who are members of the Association, which includes employees in all general classifications as follows:

Accounting Supervisor
~~City Clerk/Executive Assistant~~
Community Services Supervisor
Human Resources Analyst
Management Analyst
Utilities/Maintenance Supervisor

An employee who is regularly scheduled to work 40 hours per week is considered to be full time.

The parties agree that any job description or classification that the City proposes to add, delete, or change in the bargaining unit is subject to the meet and confer process.

La Palma Professional Employees Association
Classification and Salary Table
July 1, 2024 to June 30, 2025

Biweekly, Monthly, and Annual Rates are based on a 40 Hour Work Week (2,080 hours per year)

	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Accounting Supervisor							
Annual	83,072.04	87,138.33	91,407.95	95,891.04	100,598.29	105,540.90	110,730.64
Monthly	6,922.67	7,261.53	7,617.33	7,990.92	8,383.19	8,795.08	9,227.55
Biweekly	3,195.08	3,351.47	3,515.69	3,688.12	3,869.16	4,059.27	4,258.87
Hourly	39.9385	41.8934	43.9461	46.1015	48.3646	50.7408	53.2359
City Clerk/Executive Assistant							
Annual	75,304.89	78,982.83	82,844.67	86,899.60	91,157.27	95,627.83	100,321.92
Monthly	6,275.41	6,581.90	6,903.72	7,241.63	7,596.44	7,968.99	8,360.16
Biweekly	2,896.34	3,037.80	3,186.33	3,342.29	3,506.05	3,677.99	3,858.54
Hourly	36.2043	37.9725	39.8292	41.7787	43.8256	45.9749	48.2317
Community Services Supervisor							
Annual	83,072.04	87,138.33	91,407.95	95,891.04	100,598.29	105,540.90	110,730.64
Monthly	6,922.67	7,261.53	7,617.33	7,990.92	8,383.19	8,795.08	9,227.55
Biweekly	3,195.08	3,351.47	3,515.69	3,688.12	3,869.16	4,059.27	4,258.87
Hourly	39.9385	41.8934	43.9461	46.1015	48.3646	50.7408	53.2359
Human Resources Analyst							
Annual	71,451.31	75,023.87	78,775.06	82,713.82	86,849.51	91,191.98	95,751.58
Monthly	5,954.28	6,251.99	6,564.59	6,892.82	7,237.46	7,599.33	7,979.30
Biweekly	2,748.13	2,885.53	3,029.81	3,181.30	3,340.37	3,507.38	3,682.75
Hourly	34.3516	36.0692	37.8726	39.7663	41.7546	43.8423	46.0344
Management Analyst							
Annual	75,304.89	78,982.83	82,844.67	86,899.60	91,157.27	95,627.83	100,321.92
Monthly	6,275.41	6,581.90	6,903.72	7,241.63	7,596.44	7,968.99	8,360.16
Biweekly	2,896.34	3,037.80	3,186.33	3,342.29	3,506.05	3,677.99	3,858.54
Hourly	36.2043	37.9725	39.8292	41.7787	43.8256	45.9749	48.2317
Water/Maintenance Supervisor							
Annual	82,215.16	86,238.61	90,463.24	94,899.10	99,556.75	104,447.28	109,582.34
Monthly	6,851.26	7,186.55	7,538.60	7,908.26	8,296.40	8,703.94	9,131.86
Biweekly	3,162.12	3,316.87	3,479.36	3,649.97	3,829.11	4,017.20	4,214.71
Hourly	39.5265	41.4609	43.4919	45.6246	47.8638	50.2150	52.6838

ARTICLE II

COVERED PERSONNEL

Employees identified as Management Employees are as follows:

City Manager
Assistant City Manager
City Clerk/Executive Assistant
Community Development Manager
Deputy City Manager
Police Captain (2)
Police Chief
Public Works & Community Services Director

The benefits described in this document are for all identified management employees, unless otherwise specified or covered by other resolutions. The City Manager's salary and benefits shall be set via a separate Employment Agreement that may or may not include or exclude any of the benefits in this Resolution.

**La Palma Management Employees
Classification and Salary Table
July 1, 2024 through June 30, 2025
Effective January 1, 2025**

Biweekly, Monthly, and Annual Rates are based on a 40-Hour Work Week (2,080 hours per year)

	Step A	Step B	Step C	Step D	Step E	Step F	Step G
City Manager							
Annual	255,449.87						
Monthly	21,287.49						
Biweekly	9,825.00						
Hourly	122.8124						
Assistant City Manager							
Annual	152,227.94	159,839.34	167,831.30	176,222.87	185,034.01	194,285.71	204,000.00
Monthly	12,685.66	13,319.94	13,985.94	14,685.24	15,419.50	16,190.48	17,000.00
Biweekly	5,854.92	6,147.67	6,455.05	6,777.80	7,116.69	7,472.53	7,846.15
Hourly	73.1865	76.8458	80.6881	84.7225	88.9587	93.4066	98.0769
City Clerk/Executive Assistant							
Annual	108,723.58	114,159.76	119,867.75	125,861.14	132,154.20	138,761.90	145,700.00
Monthly	9,060.30	9,513.31	9,988.98	10,488.43	11,012.85	11,563.49	12,141.67
Biweekly	4,181.68	4,390.76	4,610.30	4,840.81	5,082.85	5,337.00	5,603.85
Hourly	52.2710	54.8845	57.6287	60.5102	63.5357	66.7125	70.0481
Community Development Manager							
Annual	103,025.71	108,177.00	113,585.85	119,265.14	125,228.40	131,489.82	138,064.31
Monthly	8,585.48	9,014.75	9,465.49	9,938.76	10,435.70	10,957.48	11,505.36
Biweekly	3,962.53	4,160.65	4,368.69	4,587.12	4,816.48	5,057.30	5,310.17
Hourly	49.5316	52.0082	54.6086	57.3390	60.2060	63.2163	66.3771
Deputy City Manager							
Annual	111,932.31	117,528.92	123,405.37	129,575.64	136,054.42	142,857.14	150,000.00
Monthly	9,327.69	9,794.08	10,283.78	10,797.97	11,337.87	11,904.76	12,500.00
Biweekly	4,305.09	4,520.34	4,746.36	4,983.68	5,232.86	5,494.51	5,769.23
Hourly	53.8136	56.5043	59.3295	62.2960	65.4108	68.6813	72.1154
Police Captain							
Annual	132,960.13	139,608.14	146,588.55	153,917.97	161,613.87	169,694.57	178,179.30
Monthly	11,080.01	11,634.01	12,215.71	12,826.50	13,467.82	14,141.21	14,848.27
Biweekly	5,113.85	5,369.54	5,638.02	5,919.92	6,215.92	6,526.71	6,853.05
Hourly	63.9231	67.1193	70.4753	73.9990	77.6990	81.5839	85.6631
Police Chief							
Annual	155,976.02	163,774.82	171,963.56	180,561.74	189,589.83	199,069.32	209,022.79
Monthly	12,998.00	13,647.90	14,330.30	15,046.81	15,799.15	16,589.11	17,418.57
Biweekly	5,999.08	6,299.03	6,613.98	6,944.68	7,291.92	7,656.51	8,039.34
Hourly	74.9885	78.7379	82.6748	86.8085	91.1490	95.7064	100.4917
Public Works & Community Services Director							
Annual	143,680.22	150,864.24	158,407.45	166,327.82	174,644.21	183,376.42	192,545.24
Monthly	11,973.35	12,572.02	13,200.62	13,860.65	14,553.68	15,281.37	16,045.44
Biweekly	5,526.16	5,802.47	6,092.59	6,397.22	6,717.09	7,052.94	7,405.59
Hourly	69.0770	72.5309	76.1574	79.9653	83.9636	88.1617	92.5698

RESOLUTION NO. 2024-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA PALMA AMENDING THE FISCAL YEAR 2024-25
ADOPTED BUDGET TO INCLUDE A SALARY
ADJUSTMENT FOR THE CITY CLERK/EXECUTIVE
ASSISTANT POSITION AND FUNDING FOR THE
TEMPORARY ADDITION OF A FULL-TIME EQUIVALENT
POSITION**

WHEREAS, the City Clerk/Executive Assistant has announced her intention to retire in July 2025, necessitating preparation to ensure a seamless transition in this critical role; and

WHEREAS, a salary survey revealed that the current compensation for the City Clerk/Executive Assistant position is 38% below the median for comparable roles, creating a challenge in attracting and retaining qualified candidates; and

WHEREAS, the City Council seeks to address this disparity by adjusting the salary for the City Clerk/Executive Assistant position to within 10% of the median to remain competitive in the job market; and

WHEREAS, the temporary addition of a full-time equivalent (FTE) position will allow an incoming City Clerk to work alongside the current City Clerk to ensure adequate training, mentorship, and knowledge transfer prior to her retirement; and

WHEREAS, the proposed salary adjustment and temporary addition of an FTE position will result in the City Clerk's budget exceeding the current allocation for Fiscal Year 2024-25; and

WHEREAS, the proposed amendment to the Fiscal Year 2024-25 budget is enumerated below; and

WHEREAS, the adopted Fiscal Year 2024-25 Budget will be revised so as to reflect the amendment which the City Council believes should be made.

NOW, THEREFORE, The City Council of the City of La Palma does hereby resolve as follows:

SECTION 1. The Fiscal Year 2024-25 authorized budget will be amended as follows:

Account Code	Item Description	Current	Budget Adjustment	New Amended Budget
001-110-5010-00000	Salaries - Full-Time	\$ 15,000.00	\$ 16,800.00	\$ 31,800.00
001-110-5620-00000	Medical Dental Vision	\$ 1,200.00	\$ 1,300.00	\$ 2,500.00
001-110-5630-00000	Medicare/FICA	\$ 600.00	\$ 700.00	\$ 1,300.00
001-110-5640-00000	Retirement	\$ 2,400.00	\$ 2,700.00	\$ 5,100.00
001-110-5650-00000	Life/Disability Insurance	\$ 200.00	\$ 200.00	\$ 400.00
001-120-5010-00000	Salaries - Full-Time	\$ 474,300.00	\$ 18,600.00	\$ 492,900.00
001-120-5620-00000	Medical Dental Vision	\$ 26,100.00	\$ 1,000.00	\$ 27,100.00
001-120-5630-00000	Medicare/FICA	\$ 6,900.00	\$ 300.00	\$ 7,200.00
001-120-5640-00000	Retirement	\$ 44,100.00	\$ 1,700.00	\$ 45,800.00
001-120-5650-00000	Life/Disability Insurance	\$ 2,800.00	\$ 100.00	\$ 2,900.00
001-150-5010-00000	Salaries - Full-Time	\$ 70,200.00	\$ 80,700.00	\$ 150,900.00
001-150-5620-00000	Medical Dental Vision	\$ 5,400.00	\$ 6,200.00	\$ 11,600.00
001-150-5630-00000	Medicare/FICA	\$ 1,000.00	\$ 1,100.00	\$ 2,100.00
001-150-5640-00000	Retirement	\$ 11,300.00	\$ 13,000.00	\$ 24,300.00
001-150-5650-00000	Life/Disability Insurance	\$ 500.00	\$ 600.00	\$ 1,100.00
Total		\$ 662,000.00	\$ 145,000.00	\$ 807,000.00

SECTION 2. The City Manager, for the purpose of administrative necessity in implementing the budget, shall have the authority to transfer monies to the appropriate item, account, program, or fund to cover expenditures which have been approved by the City Council, except where such transfer is expressly prohibited in a resolution or ordinance approved by the City Council, such as utility replacement funds.

SECTION 3. The Fiscal Year 2024-25 Adopted Budget is further amended to temporarily add an additional full-time equivalent (FTE) position for the City Clerk/Executive Assistant role to facilitate the transition and ensure continuity in operations.

APPROVED AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 10th day of December 2024.

Mayor

ATTEST:

Kimberly Kenney, CMC
City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS.
CITY OF LA PALMA)

I, KIMBERLY KENNEY, City Clerk of the City of La Palma, California, DO
HEREBY CERTIFY that the foregoing Resolution was adopted by the City Council of said
City at a regular meeting of said City Council held on 10th day of December 2024, and that
it was so adopted by called vote as follows:

AYES:

NOES:

Kimberly Kenney, CMC
City Clerk

City of La Palma

Agenda Item No. 10



MEETING DATE: December 10, 2024

TO: City Council

FROM: City Manager

SUBMITTED BY: Kimberly Kenney, City Clerk

AGENDA TITLE: Appointments to External Committees and Internal Subcommittees

RECOMMENDED ACTION:

It is recommended that the City Council discuss the External Committee and Internal Committee appointments pursuant to revised Council Policy 1 – City Council Norms and appoint Representatives and Alternates, where appropriate, to the various External and Internal Committees.

Summary:

Each year the City Council appoints representatives to the various external and internal subcommittees. Pursuant to Council Policy 1 – Council Norms, the process for appointing representatives is:

1. The appointment process will be placed on the agenda, usually at the first meeting following a reorganization of the City Council, where the City Council will confer about each of the committee positions.
2. Council Members will be encouraged to openly discuss their desires and availability for each committee position during the discussion of this item.
3. Appointments can be made by mutual consent of all Council Members.
4. In the event of multiple nominees for a specific committee position, a roll call vote will be taken using the following process:
 - a) The Mayor will entertain nominations for the contested position(s). A Council Member can nominate themselves and a second is not required.
 - b) If there is only one nomination, a motion is made to close the nominations and vote on the one nominee. If there is more than one nomination, a motion is made to close the nominations and a vote is taken on that motion.
 - c) In the event of multiple nominations, Nominees will then be voted on in the order received by the Mayor until someone is elected. (The election stops when a nominee receives a majority vote.)

A detailed listing of the various committees with the current appointees from 2024 and a blank form listing of various committees for 2025 with dates they meet, and any stipend received by an outside agency is listed as Attachment 1.

The Orange County Fire Authority (OCFA) notified the City Manager requesting continuity of the appointment of La Palma's representative in order to foster effective governance of the OCFA (Attachment 2). The City Council will need to adopt a resolution to appoint the current La Palma Representative to the OCFA for the duration of the Council Member's term (Attachment 3).

The Orange County Vector Control District (OCVCD) notified the City of La Palma that Council Member Baker's appointment as the City's representative is a two-year term that does not expire until January 5, 2026 (Attachment 4). As such, no action is required.

Fiscal Impact:

None.

ATTACHMENTS:

1. 2024 Committee Appointments and 2025 Listing
2. OCFA Board Member Continuity Request
3. OCFA Board Appointment Resolution
4. OCMVCD Non-Reappoint Letter

2024
SUMMARY OF COMMITTEE APPOINTMENTS

External Position	Representative	Alternate	Meeting Schedule	Stipend
California Joint Powers Insurance Authority	Marshall Goodman	Debbie S. Baker	July 24, 2024	\$100
Orange County Fire Authority	Nitesh P. Patel	(No Alternate)	Bi-Monthly on the 4th Thursday of the month at 6:00 p.m. starting January (Executive Committee: 4 th Thursday every month at 5:30 p.m.; Budget and Finance Committee: 2 nd Wednesday every month at 12 noon; and Human Resources Committee: 1 st Tuesday in the months of February, May, August, and November at 12 noon.)	\$100/mtg. \$300/mo. max
Orange County Sanitation Districts	Debbie S. Baker	Mark Waldman	4th Wednesday of the month at 6:00 p.m.; Subcommittees meet on the 1st and 2nd Wednesday of the month at 5:00 p.m.	\$300/mtg.
Orange County Vector Control District (Two Year Appointment)	Debbie S. Baker	(no Alternate)	3rd Thursday of the month at 3:00 p.m.	\$100/mtg.
Municipal Water District of Orange County (MWDOC)	Mark I. Waldman	Janet Keo Conklin	2 meetings/year April and November (Time not set, but the last meeting was from 6:00 – 8:00 p.m.)	None
Orange County Library Advisory Board	Janet Keo Conklin		3rd Thursday of January, April, and May, and October at 4:00 p.m.	None

2024 Committee Appointments
Page 2

Southern California Association of Governments (SCAG) General Assembly	Marshall Goodman	None	May 2 – 3, 2024 JW Marriot Desert Springs Resort & Spa in Palm Desert	None
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Internal Subcommittee	Appointments	Meeting Schedule	Stipend
Business Task Force (began in 2014 but no record of any Agendas or activity)	Mayor and Mayor Pro Tem as needed	Varies	None
Public School Liaison	Mayor and Mayor Pro Tem as needed	As Needed	None
Council Policy Subcommittee	Mayor and Mayor Pro Tem as needed	As Needed	None
Business Engagement Ad Hoc Committee	Debbie Baker and Nitesh Patel	As Needed	None
Homeless Sub-Committees (Bridges At Kraemer Place)	Janet Keo Conklin	As Needed	None
Economic Development/Land Use Advisory Ad Hoc Committee	Marshall Goodman and Nitesh Patel	As Needed	None

2025
SUMMARY OF COMMITTEE APPOINTMENTS

External Position	Representative	Alternate	Meeting Schedule	Stipend
California Joint Powers Insurance Authority			July 23, 2025	\$100
Orange County Fire Authority		(No Alternate)	Bi-Monthly on the 4th Thursday of the month at 6:00 p.m. starting January (Executive Committee: 4 th Thursday every month at 5:30 p.m.; Budget and Finance Committee: 2 nd Wednesday every month at 12 noon; and Human Resources Committee: 1 st Tuesday in the months of February, May, August, and November at 12 noon.)	\$100/mtg. \$300/mo. max
Orange County Sanitation Districts			4th Wednesday of the month at 6:00 p.m.; Subcommittees meet on the 1st and 2nd Wednesday of the month at 5:00 p.m.	\$315/mtg.
Orange County Vector Control District (Two Year Appointment)		(no Alternate)	3rd Thursday of the month at 3:00 p.m.	\$100/mtg.
Municipal Water District of Orange County (MWDOC)			2 meetings/year April and November (Time not set, but the last meeting was from 6:00 – 8:00 p.m.)	None
Orange County Library Advisory Board			3rd Thursday of January, April, and May, and October at 4:00 p.m.	None

2025 Committee Appointments
Page 2

Southern California Association of Governments (SCAG) General Assembly		None	May 1 – 2, 2025 JW Marriot Desert Springs Resort & Spa in Palm Desert	None
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Internal Subcommittee	Appointments	Meeting Schedule	Stipend
Business Task Force (began in 2014 but no record of any Agendas or activity)	Mayor and Mayor Pro Tem as needed	Varies	None
Public School Liaison	Mayor and Mayor Pro Tem as needed	As Needed	None
Council Policy Subcommittee	Mayor and Mayor Pro Tem as needed	As Needed	None
Business Engagement Ad Hoc Committee		As Needed	None
Homeless Sub-Committees (Bridges At Kraemer Place)		As Needed	None
Economic Development/Land Use Advisory Ad Hoc Committee		As Needed	None



ORANGE COUNTY FIRE AUTHORITY

P.O. Box 57115, Irvine, CA 92619-7115 • 1 Fire Authority Road, Irvine, CA 92602

Brian Fennessy, Fire Chief

(714) 573-6000

www.ocfa.org

November 19, 2024

Mr. Conal McNamara, City Manager
City of La Palma
7822 Walker Street
La Palma, CA 90623

Re: Continuity of Appointee to the OCFA Board of Directors

Dear Mr. McNamara:

As Chair of the Orange County Fire Authority (OCFA) Board of Directors, I am writing to request your assistance in the coming months when OCFA's member agencies make annual appointments of representatives to the Authority's Board.

Presently, each Director serves on the OCFA Board until the selection of a successor by the appointing body. As part of our ongoing efforts to foster effective governance of the OCFA, we would like to retain continuity of the current Director serving on the Board and minimize turnover to the extent possible. With an operating budget approaching half a billion dollars, over 1,500 employees, four labor associations, and the operation of 78 fire stations, the issues we face are myriad and complex. The learning curve is steep to become familiar with the organizational structure, its operations and finances, and the types of policies and issues that come before the Board.

We recognize that turnover is unavoidable when Board appointees are termed-out or when they change as a result of election outcomes. However, as Chair, I'm seeking support from our member agencies to minimize voluntary changes made to our Board appointees such as those that can occur in January when our cities and the County reorganize the leadership of their governing bodies and make a variety of committee appointments.

We would appreciate your assistance in discussing and sharing this with the members of your City Council. If you have any questions, please contact me at (714) 450-2426 or Chief Fennessy at (714) 573-6010.

Sincerely,

A handwritten signature in black ink, appearing to read "John O'Neill".

John O'Neill
Chair, OCFA Board of Directors

cc: Nitesh Patel, OCFA Board of Directors
Brian Fennessy, Fire Chief

RESOLUTION NO. 2024-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
LA PALMA, CALIFORNIA, DESIGNATING AND
APPOINTING ITS REPRESENTATIVE TO THE ORANGE
COUNTY FIRE AUTHORITY’S BOARD OF DIRECTORS

WHEREAS, the City, as a “member” of the Orange County Fire Authority Joint Powers Authority (JPA) is entitled to appoint a representative director (“Director”) to the Orange County Fire Authority’s Board of Directors, and

WHEREAS, each member agency, by resolution of its governing body, shall designate and appoint one representative to act as its Director on the Authority Board of Directors, except the County whose Board of Supervisors shall appoint one representative to act as its Directors, and

WHEREAS, each Director shall be a current elected member of the governing body, and

WHEREAS, the Orange County Fire Authority JPA is requesting to keep the existing Director as the appointee for operational continuity, and

WHEREAS, each Director shall hold office until the selection of a successor by the appointing body, and

WHEREAS, each Director is to serve at the pleasure of his or her appointing body and may be removed at any time, with or without cause, at the sole discretion of that appointing body, and

WHEREAS, any vacancy shall be filled in the same manner as the original appointment of a Director.

NOW, THEREFORE the City Council of the City of La Palma does hereby resolve as follows:

SECTION 1. The City Council hereby designate and appoint Council Member _____ as a Director to the Orange County Fire Authority Board of Directors for 2025.

SECTION 2. The City Council hereby directs the City Clerk to transmit a copy of execute resolution to the Clerk of the Authority of the Orange County Fire Authority prior to their next regularly scheduled board meeting.

SECTION 3. This Resolution shall take effect immediately upon its adoption by the City Council and the City Clerk shall attest to and certify the vote adopting this Resolution.

PASSED, APPROVED, AND ADOPTED by the City Council of the City of La Palma at a regular meeting held on the 10th of December, 2024.

Mayor

ATTEST:

Kimberly Kenney, CMC
City Clerk

STATE OF CALIFORNIA)
COUNTY OF ORANGE) SS
CITY OF LA PALMA)

I, KIMBERLY KENNEY, City Clerk of the City of La Palma, California, DO HEREBY CERTIFY that the foregoing resolution was adopted by the City Council of said City at a regular meeting of said City Council held on the 10th day of December 2024, and that it was so adopted by called vote as follows:

AYES:

NOES:

Kimberly Kenney, CMC
City Clerk

2024 BOARD OFFICERS
PRESIDENT
Craig Green
VICE-PRESIDENT
Cecilia Hupp
SECRETARY
Robert Ruesch
DISTRICT MANAGER Lora B. Young
CLERK OF THE BOARD Tawnia E. Pett



Attachment 4

13001 Garden Grove Boulevard
Garden Grove, CA 92843-2102
(714) 971-2421
FAX: (714) 971-3940
ocvcd@ocvector.org
www.ocvector.org
ocvectorcontrol
ocvector

2024 BOARD OF TRUSTEES

ALISO VIEJO
Richard Hurt
ANAHEIM
Carlos Leon
BREA
Cecilia Hupp
BUENA PARK
Joyce Ahn
COSTA MESA
William Turpit
CYPRESS
Bonnie Peat
DANA POINT
John Gabbard
FOUNTAIN VALLEY
Kim Constantine
FULLERTON
Shana Charles
GARDEN GROVE
Stephanie Klopfenstein
HUNTINGTON BEACH
Pat Burns
IRVINE
Tammy Kim
LA HABRA
James Gomez
LA PALMA
Debbie S. Baker
LAGUNA BEACH
Mark Orgill
LAGUNA HILLS
Erica Pezold
LAGUNA NIGUEL
Gene Johns
LAGUNA WOODS
Shari L. Home
LAKE FOREST
Robert Pequeño
LOS ALAMITOS
Tanya Doby
MISSION VIEJO
Robert Ruesch
NEWPORT BEACH
Erik Weigand
ORANGE
Jonathan Dumitru
PLACENTIA
Craig Green
RANCHO SANTA MARGARITA
April Josephson
SAN CLEMENTE
Steve Knoblock
SAN JUAN CAPISTRANO
John Taylor
SANTA ANA
Nelida Mendoza
SEAL BEACH
Nathan Steele
STANTON
Gary Taylor
TUSTIN
Rebecca Gomez
VILLA PARK
Crystal Miles
WESTMINSTER
Amy Phan West
YORBA LINDA
Peggy Huang
COUNTY OF ORANGE
Lisa Fernandez

October 7, 2024

La Palma City Council
City of La Palma
7822 Walker St.
La Palma, CA 90623

Dear Mayor and Council Members:

As you know, Debbie Baker is the representative for the City of La Palma on the Orange County Mosquito and Vector Control District Board of Trustees.

Debbie Baker was appointed by the City of La Palma to serve on the Board of Trustees until January 2026. Since the term of office will not expire until the first Monday in January 2026, it will not be necessary for the City of La Palma to take any action this year for an appointment of a representative to the Board of Trustees.

Debbie Baker was appointed to a 2-year term of office (Section 2024 of the Health and Safety Code) and cannot be replaced except for cause.

Section 2024. (a) Except as provided in Section 2023, the term of office for a member of the board of trustees shall be for a term of two or four years, at the discretion of the appointing authority. Terms of office commence at noon on the first Monday in January.

(b) Any vacancy in the office of a member appointed to a board of trustees shall be filled pursuant to Section 1779 of the Government Code. Any person appointed to fill a vacant office shall fill the balance of the unexpired term.

Notification will be sent to the City Council when Debbie Baker has completed their term of office. Please contact me, or District Manager Lora Young, if you have any questions.

Sincerely,

Tawnia Pett
Executive Assistant/Clerk of the Board

tep
cc: Debbie Baker