

CITY OF HUNTINGTON PARK

City Council Regular Meeting Agenda Monday, September 21, 2015

6:00 p.m.
City Hall Council Chambers
6550 Miles Avenue, Huntington Park, CA 90255

Karina Macias
Mayor

Graciela Ortiz
Vice Mayor



Valentin Palos Amezcua
Council Member

Jhonny Pineda
Council Member

Marilyn Sanabria
Council Member

All agenda items and reports are available for review in the City Clerk's Office and www.hpca.gov. Any writings or documents provided to a majority of the City Council regarding any item on this agenda (other than writings legally exempt from public disclosure) will be made available for public inspection in the Office of the City Clerk located at 6550 Miles Avenue, Huntington Park, California 90255 during regular business hours, 7:00 a.m. to 5:30 p.m., Monday – Thursday, and at the City Hall Council Chambers during the meeting.

Any person who requires a disability-related modification or accommodation, including auxiliary aids or services, in order to participate in the public meeting may request such modification, accommodation, aid or service by contacting the City Clerk's Office either in person at 6550 Miles Avenue, Huntington Park, California or by telephone at (323) 584-6230. Notification in advance of the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

PLEASE SILENCE ALL PAGERS, CELL PHONES AND OTHER ELECTRONIC EQUIPMENT WHILE COUNCIL IS IN SESSION. Thank you.

PLEASE NOTE--The numerical order of items on this agenda is for convenience of reference. Items may be taken out of order upon request of the Mayor or Members of the City Council. Members of the City Council and the public are reminded that they must preserve order and decorum throughout the Meeting. In that regard, Members of the City Council and the public are advised that any delay or disruption in the proceedings or a refusal to obey the orders of the City Council or the presiding officer constitutes a violation of these rules.

- The conduct of City Council meetings is governed by the portion of the California Government Code commonly known as the "Brown Act" and by the Huntington Park City Council Meeting Rules of Procedure.
- The City Council meeting is for conducting the City's business, and members of the audience must obey the rules of decorum set forth by law. This means that each speaker will be permitted to speak for three minutes to address items that are listed on the City Council agenda or topics which are within the jurisdictional authority of the City.
- No profanity, personal attacks, booing, cheering, applauding or other conduct disruptive to the meeting will be permitted. Any person not adhering to the Rules of Procedure or conduct authorized by the Brown Act may be asked to leave the Council Chambers.
- All comments directed to the City Council or to any member of the City Council must be directed to the Mayor (or Chairperson if Mayor is absent).

We ask that you please respect the business nature of this meeting and the order required for the proceedings conducted in the Council Chambers.

Public Comment

The Council encourages all residents of the City and interested people to attend and participate in the meetings of the City Council.

If you wish to address the Council, please complete the speaker card that is provided at the entrance to the Council Chambers and give to City Clerk prior to the start of the meeting.

For both open and closed session each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another. **This is the only opportunity for public input except for scheduled public hearing items.**

All comments or queries shall be addressed to the Council as a body and not to any specific member thereof. Pursuant to Government Code Section 54954.2(a)(2), the Ralph M. Brown Act, no action or discussion by the City Council shall be undertaken on any item not appearing on the posted agenda, except to briefly provide information, ask for clarification, provide direction to staff, or schedule a matter for a future meeting.

Additions/Deletions to Agenda

Items of business may be added to the agenda upon a motion adopted by a minimum two-thirds vote finding that there is a need to take immediate action and that the need for action came to the attention of the City or Agency subsequent to the agenda being posted. Items may be deleted from the agenda upon the request of staff or Council.

Important Notice

The City of Huntington Park shows replays of City Council Meetings on Local Access Channel 3 and over the Internet at www.hpca.gov. NOTE: Your attendance at this public meeting may result in the recording and broadcast of your image and/or voice.

CALL TO ORDER

ROLL CALL

Mayor Karina Macias
Vice Mayor Graciela Ortiz
Council Member Valentin Palos Amezcuita
Council Member Jhonny Pineda
Council Member Marilyn Sanabria

PLEDGE OF ALLEGIANCE

Yodeli Rosales, Age 9, Loma Vista Elementary School

INVOCATION

PRESENTATIONS AND ANNOUNCEMENTS

“Certificate of Recognition” presented to Lorena Gonzalez, for Coordinating the “Walk/Run Together” Event

Presentation by City of Huntington Park’s Public Works Department on Illegal Dumping

PUBLIC COMMENT

*For both open and closed session each speaker will be limited to three minutes per Huntington Park Municipal Code Section 2-1.207. Time limits may not be shared with other speakers and may not accumulate from one period of public comment to another or from one meeting to another. **This is the only opportunity for public input except for scheduled public hearing items.***

STAFF RESPONSE

RECESS TO CLOSED SESSION

CLOSED SESSION

1. LIABILITY CLAIM- [one potential matter] Government Code Section 54956.95
Claimant: Martha Lozano
Agency claimed against: City of Huntington Park
2. CONFERENCE WITH LABOR NEGOTIATORS Regarding Represented Employees - Government Code Section 54957.6(a)
City’s Designated Representative(s) for Negotiations: John Ornelas, Interim City Manager and Edgar Cisneros, Assistant City Manager
Employee Organization: Police Officers Association (POA)

RECONVENE TO OPEN SESSION

CLOSED SESSION ANNOUNCEMENT

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items prior to the time the Council votes on the motion unless members of the Council, staff, or the public request specific items to be discussed and/or removed from the Consent Calendar for separate action.

OFFICE OF THE CITY CLERK

1. Approve Minutes of the following City Council Meetings:

1-1 Regular City Council Meeting held Monday, September 8, 2015

FINANCE

2. Approve Accounts Payable and Payroll Warrants dated September 21, 2015

END OF CONSENT CALENDAR

PUBLIC HEARING

COMMUNITY DEVELOPMENT

3. Approval and Adoption of Fiscal Year (FY) 2014-2015 Consolidated Annual Performance and Evaluation Report CAPER

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Take public testimony;
3. Adopt the Fiscal Year 2014-2015 Consolidated Annual Performance and Evaluation Report (CAPER); and
4. Authorize the Interim City Manager to transmit this report to the U.S. Department of Housing and Urban Development (HUD) by September 28, 2015.

PUBLIC HEARING (continued)

COMMUNITY DEVELOPMENT (continued)

4. **Ordinance Amending Title 9, Chapter 4, Article 3 of the Huntington Park Municipal Code relating to Allowed Land Uses and Approval of a Conditional Use Permit (CUP), Development Permit (DP), Parcel Merger (PM) and Adoption of a Categorical Exemption**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Conduct a public hearing;
2. Consider public testimony and staff's analysis; and
3. Waive further reading, and introduce Ordinance No. 942-NS, Amending Title 9, Chapter 4, Article 3 of the Huntington Park Municipal Code relating to allowed land uses;
4. Schedule the second reading and adoption of the Ordinance for October 6, 2015; and
5. Approve a Conditional Use Permit, Development Permit, Parcel Merger, and adoption of a categorical exemption to expand an existing commercial building to establish a medical facility located at 1900 Slauson Avenue, within the Manufacturing Planned Development (MPD) Zone.

REGULAR AGENDA

COMMUNITY DEVELOPMENT

5. **Continued from 9-8-15 City Council Meeting: Approve Resolution Appropriating \$319,000 of Metro Transit Oriented Development Grant Funds for Costs Associated with the Focused General Plan Update**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2015-35, Appropriating \$319,000 of METRO Transit Oriented Development Grant Funds for Costs Associated with the City's Focused General Plan Update; and
2. Authorize appropriation of \$319,000 for within FY 15-16.

REGULAR AGENDA (continued)

COMMUNITY DEVELOPMENT (continued)

6. Resolution Authorizing the Acceptance and Execution of a Funding Agreement with U.S. Department of Housing and Urban Development for the Lead Based Paint Hazard Control (LBPHC) Program

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2015-39, Authorizing the Acceptance and Execution of a Funding Agreement with HUD to receive a total of \$1,676,997 in grant funds for the Lead Based Paint Hazard Control Program (LBPHCP);
2. Authorize the Interim City Manager to execute all documents required for the participation of the program; and
3. Authorize the Interim Finance Director to appropriate \$558,999 of the total grant funds in the City's FY 2015-2016 Budget;

7. Resolution Approving a Loan Agreement between the City of Huntington Park and the Successor Agency in an Amount not to exceed \$1,234,000 which includes an \$800,000 Existing Loan from DTSC and \$434,000 General Fund for Costs Associated to the Cleanup of the Southland Steel Property

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2015-40, Approving a Loan Agreement between the City and Successor Agency in an amount not to exceed \$1,234,000 (\$800,000 DTSC Loan/\$434,000 General Fund) to pay for costs associated with the cleanup of the Southland Steel property;
2. Authorize the Interim City Manager to execute the Agreement in a form approved by legal counsel; and
3. Authorize the Interim Finance Director to transfer from the City's General Fund the amount of \$434,000 to the Successor Agency, as a loan to be used solely for the purposes described herein.

REGULAR AGENDA (continued)

COUNCIL

8. Appointments to Planning, Civil Service, Historic and Youth Commissions

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Make appointments to the Planning, Civil Service, Historic and Youth Commissions consistent with the newly adopted provisions set forth in Resolution No. 2015-19; and
2. Approve additional appropriations in the amounts of \$5,000 to account 111-0126-413.19-05 and \$3,150 to account 111-0122-413.19-05 to ensure budgetary sufficiency for FY 2015-2016; and /or
3. Direct Staff to extend the filing period.

9. Approve Letter of Support Senate Bill 485 – County of Los Angeles: Sanitation Districts

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize Mayor to execute letter of support for Senate Bill 485 which would provide Sanitation Districts with the authority to assist local jurisdictions with stormwater and urban runoff projects.

FINANCE

10. Continued from 8-17-15 City Council Meeting: Approve Resolutions to Execute Certain Documents Required State Board of Equalization for Implementation of the Local Prepaid Mobile Telephony Service Collection Act and the Examination of Prepaid Telephone Services Surcharges and Local Records

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2015-31, Authorizing the Interim City Manager to Execute an agreement with the State Board of Equalization (BOE) for Implementation of the Local Prepaid Mobile Telephone Services Collection Act ("Act"); and
2. Adopt Resolution No. 2015-32, Authorizing the Examination of Prepaid Mobile Telephone Services Surcharge and Local Charge Records by designating the Interim Finance Director to conduct such examination.

REGULAR AGENDA (continued)

PARKS & RECREATION

11. Discussion and Consideration of Concession Stand at Keller Park

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Consider demolition of the current Concession Stand at Keller Park; and/or
2. Direct staff to research additional vendors and provide Council with additional options.

POLICE

12. Approve the 2015-2016 Selective Traffic Enforcement Program (STEP) Grant Agreement

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Police Department to accept funding provided through the Selective Traffic Enforcement Program totaling \$126,000.00;
2. Authorize the Chief of Police, Interim Finance Director, Grant Director (Traffic Sergeant) to execute the Standard Agreement for FY 15-16 for Selective Traffic Enforcement Program (STEP), between the City of Huntington Park and the State of California Office of Traffic Safety; and
3. Appropriate the amount of \$94,500 in the City's FY 15-16 Budget for the overtime, equipment purchases, and training specified within this report.

13. Authorization to Renew Agreement with All City Management Inc. for Crossing Guard Services

1. Approve renewal of agreement with All City Management Services, Inc. for Crossing Guard Services;
2. Authorize Interim City Manager to execute the agreement; and/or
3. Direct staff to determine if there are other companies that provide crossing guard services and consider advertising a request for proposal (RFP).

REGULAR AGENDA (continued)

PUBLIC WORKS

14. Approve Agreement with Landcare for Landscape Maintenance Service

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve agreement with LandCare for Landscape Maintenance Services for an amount of \$277,000 with a maximum of two 1-year extensions of term;
2. Authorize the Interim City Manager to execute the agreement; and
3. Encumber the amount of \$207,750 for the payment of LandCare services for 9 months of the overall one-year contract period for FY 2015-2016.

15. Approve Agreement with Trimming Land Company Inc. for Tree Maintenance Services

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the agreement with Trimming Land Company Inc., for Tree Maintenance Services for an amount of \$153,000 with a maximum of two 1-year extensions of term;
2. Encumber the amount of \$114,750 for the payment of Trimming Land Company Inc. services for 9 months of the overall one-year contract period for FY 2015-2016; and
3. Authorize the Interim City Manager to execute the contract.

16. Discussion on Graffiti Removal Services

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS

COUNCIL COMMUNICATIONS

Council Member Valentin Palos Amezquita

Council Member Jhonny Pineda

Council Member Marilyn Sanabria

Vice Mayor Graciela Ortiz

Mayor Karina Macias

ADJOURNMENT

The City of Huntington Park City Council will adjourn to the **NEW** Regular City Council Meeting on Tuesday, October 6, 2015, at 6:00 P.M.

I Donna G. Schwartz, hereby certify under penalty of perjury under the laws of the State of California that the foregoing agenda was posted at City of Huntington Park City Hall and made available at www.hpca.gov on the 17th of September, 2015.



Donna G. Schwartz, CMC, City Clerk

MINUTES

Adjourned Regular Meeting of the
City of Huntington Park City Council
Tuesday, September 8, 2015

The regular meeting of the City Council of the City of Huntington Park, California was called to order at 6:09 p.m. on Tuesday, September 8, 2015, in the Council Chamber at City Hall, 6550 Miles Avenue, Huntington Park, California; Mayor Karina Macias presiding.

Sargent at Arms read the Rules of Decorum.

Mayor Macias reminded the public that headsets for translation were available and asked those in attendance with signs be respectful to those seating in front of them

ROLL CALL

PRESENT: Mayor Karina Macias; Vice Mayor Graciela Ortiz and Council Members, Valentin Palos Amezcuita, Jhonny Pineda and Marilyn Sanabria. Other City Officials and employees: John Ornelas, Interim City Manager, Edgar Cisneros, Assistant City Manager, Arnold Alvarez-Glasman, City Attorney, Cosme Lozano, Chief of Police, Josette Espinosa, Director of Parks and Recreation, Jan Mazyck, Interim Finance Director, Michael Ackerman, City Engineer, Manuel Acosta, Economic Development Manager, Christina Dixon, Staff Analyst and Donna Schwartz, City Clerk.

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Vice Mayor Ortiz

INVOCATION

The invocation was led by Mayor Macias.

PRESENTATIONS AND ANNOUNCEMENTS

Council presented "Certificates of Recognition" to volunteers and organizations for their Participation in the "Citizenship Workshop" held Saturday, August 15, 2015 at Salt Lake Park.

Council presented "Certificates of Recognition" to businesses for making the 19th Annual Los Angeles County Sanitation District's "Good Corporate Citizens" list.

Christina Basurto of Tree People presented a PowerPoint highlighting their "2015 Summer Tree Care Program."

Mike Kodama of Eco-Rapid Transit presented a PowerPoint on Regional Transportation.

Christina Dixon, Staff Analyst, Public Works Department presented a PowerPoint on the City of Huntington Park's Hazardous Waste program.

PUBLIC COMMENT

City Attorney Alvarez-Glasman briefed the public on the Rules of Decorum.

1. Francisco Rivera, commented on the City needing places to go, Pacific Boulevard looking like a swap meet, State & Federal regulations and laws and would like to see Pacific Boulevard cleaned up.
2. Amanda Pantoja, Jennifer Vargas, Rosemarie Molina, Elizabeth Aramillo, Melinda Amato, Magaly Zapien, Patrick Valdez, Serfio Infanzon, Ricardo Perez, Alberto Espiricueta, Javier Duran, Ivan Rodriguez, Janeth Lopez, Victor Picena, Diego Coaguila, Allison Mannos, Don Garza, Ana Garcia, Milton Mimatuj, Amanda Padilla, Sandra Mendoza, spoke in support of the two appointments.
3. Jesus Moran, commented on closed session and action by City Attorney during public comment.

4. Jorge Sepulveda, resident, commented on the closed session item, communication by Council with regards to the businesses and asked that they get involved.
5. Betty Robinson, Dr. Newman, Anita Hynds, Robin Hvidston, Etta Harbin, Janet West, Greg Aprahamian, Treva Wishart, Carol Schlaepfer, Loree Masonis, Chanell Temple, Raul Rodriguez Jr., spoke in opposition to Council's decision to appoint the undocumented immigrants.
6. Talia Leon, Office of Congresswoman Lucille Roybal-Allard, invited residents to attend the U.S. Services Academy Workshop.
7. Kimberly Ruiz, thanked Council for their student involvement and for their action with the students.
8. Mike McGet, feels fault is Council's not the two commissioners.
9. Maria Torres, spoke in support of the two appointments, noted they are not getting paid and stated Huntington Park has violated no Federal or State laws.
10. Juliano Jarquin, The Human Element Passage, spoke in regards to health and education, health and wellness and encouraged the public to come to a health and wellness community meeting.
11. Wes Parker, We the People Rising, acknowledged Nick being a role model and commented on corruption.
12. Sandra Orozco, commented on Immigration laws and Federal laws being broken and on previous political issues in various cities.

At 7:55 p.m. Mayor Macias called for a recess.

At 8:07 p.m. Mayor Macias reconvened the meeting. All Council Members present.

13. Betty Retama, commented on a request made to City Clerk's Office regarding a law and laws being broken.
14. Jackie, We the People Rising, commented on laws being broken, morals and doesn't want to see the law broken.
15. Von Beck, commented on local government, corruption and how government should be run.
16. Valentin Amezcuita, thanked those in attendance, commented on the law, citizenship, questioned who swore in the illegal immigrants at who's direction and the budget.
17. Stella Stephens, Concerns Citizens in CA, feels laws have been broken, claims appointments worked on Pineda's campaign, asked for Council to resend appointments, and sections of immigration laws.
18. DeAnn D'Lean, commented on City being in debt, City funds, children suffering, bankruptcy, laws applied and mentioned a recall.
19. Arthur Schaper, Torrance resident, commented on Council taking an oath, info requested from City Clerk's Office, swearing in of commissioners and commissions for citizens.
20. Patricia Lynes, commented on entering the U.S. legally, immigration laws broken, opposed the two appointments and wants American's appointed.
21. Rodolfo Cruz, commented on closed session item, property tax, budget, late night meetings, Rules of Decorum and the Brown Act.

22. Linda Carballo, commented on comments made by previous speakers, Council registering to vote, Rosa Parks and illegal immigrants.
23. Robert Cabrales, spoke in regards to the I710 and announced the next meeting, announced a fundraiser, thanked Council for appointing him to the Health & Education Commission and illegal dumping in the City.
24. Ceaser Garcia, Toro Plus Insurance Service, announced his grand opening.
25. Nick Ioannidis, invited staff to tour his business and spoke in regards to his life in the City of Huntington Park.
26. Leticia Martinez, CEO, HP Chamber of Commerce, acknowledged the State of Address event was a success, spoke in support of agenda item 6 and noted that the Chamber events attract people to downtown.

STAFF RESPONSE

Interim City Manager Ornelas responded to the comment regarding the swearing-in of the commissioners. Mr. Ornelas stated the City Clerk was directed to perform Livescan and swearing in of all appointed commissioners.

Council Member Sanabria asked for clarification of the Combi Service.

Interim City Manager Ornelas stated the City received from the Oldtimers Foundation a 30-day notice they were no longer going to be providing service. The City didn't want a break in service and were given direction by Council to move forward in procuring another service provider in order to continue service which is still in negotiations.

Council Member Amezquita asked for confirmation on the swearing in of the two appointees and an explanation to the bar chart in the budget and noted his concern with the trend of revenues and expenditures..

Assistant City Manager Cisneros stated that the two appointees have been live scanned and sworn in by the City Clerk.

Interim Finance Director explained that the bar chart shows fund balance given revenue projections and expenditures for the upcoming Fiscal Year.

Interim City Manager Ornelas stated that it also indicates a historical prospective of the expenditures in previous years.

Mayor Macias announced her home address to the public.

CLOSED SESSION

At 9:35 p.m. City Attorney Alvarez-Glasman recessed to closed session

1. CONFERENCE WITH REAL PROPERTY NEGOTIATORS

Government Code Section 54956.8

Property Location: 6325 and 6613-6725 Rita Ave, Huntington Park, CA

APN#s: 6320-030-906 and 6322-017-901 through 910

Agency Negotiator: John Ornelas, Edgar Cisneros, Manuel Acosta

Negotiating Parties: Pacific Blvd. Holdings 26 LLC

Under Negotiation: Terms of payment and price

At 10:15 p.m. Mayor Macias reconvened to open session. All Council Members present.

CLOSED SESSION ANNOUNCEMENT

City Attorney Alvarez-Glasman stated Council discussed Closed Session Item 1, direction given, no action taken.

CONSENT CALENDAR

Motion: Council Member Sanabria motioned to approve Consent Calendar items, seconded by Council Member Pineda. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezquita, Pineda, Sanabria, Vice Mayor Ortiz
and Mayor Macias.

NOES: Council Member(s): None

OFFICE OF THE CITY CLERK

1. Approved Minutes of the following City Council Meetings:

1-1 Regular City Council Meeting held Monday, August 3, 2015

1-2 Regular City Council Meeting held Monday, August 17, 2015

COMMUNITY DEVELOPMENT

2. Waived further reading and adopted Ordinance No. 941-NS, amending Title 8 by adding a new Chapter 18 relating to Small Residential Rooftop Solar Systems.

FINANCE

3. Approved Accounts Payable and Payroll Warrants dated September 8, 2015.

Mayor Macias asked staff if there was a cell phone policy.

Interim City Manager Ornelas not at this time but that one is in the process of being developed.

Council Member Amezquita noted it should be written the City phone should be used for City business.

Mayor Macias wants to see a policy for vehicle and phone use.

END OF CONSENT CALENDAR

REGULAR AGENDA

CITY MANAGER

4. **Discussion and/or Action of Holiday City Hall Closure**

Interim City Manager Ornelas opened the discussion explaining that the City every year closes City Hall for the holidays. This year's closure will be December 24, 2015 (half day) through January 3rd, 2016 and reopening Monday, January 4th, 2016 for a total of 45 hours. Also noting that the City in the past approved the closure after survey has showed during this time it is slow and reduces cost in overhead expenditures.

Council acknowledged the closing of City Hall during the holidays.

CITY COUNCIL

5. **Approve Resolution in Support of Senate Bill (SB) 350 (De Leon, Leno) which will Increase California's Renewable Portfolio Standard and Reduce Petroleum Use, and Senate Bill (SB) 185 (De Leon), Directing Use of States Pension Funds.**

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2015 - 38, in Support of Senate Bill (SB) 350, introduced by Senators Kevin De Leon and Mark Leno, which will Increase the California's Renewable Portfolio Standard and Reduce Petroleum Use, and Senate Bill (SB) 185 (De Leon), Directing use of States Pension Funds to Move Investments Toward Clean Energy.

Council Member Pineda noted what the Resolution was for, mentioned he had the opportunity to survey many companies who had submitted a proposal to the Energy Commission for some reason hadn't been awarded. He feels the bills are being too aggressive by reducing 50% believes it would have a negative effect by adding more to the consumers. He knows amendments will be made by legislation and wants to see what they offer before voting on resolution.

Council Member Amezcuita would like to include cost effectiveness and other options to the resolution.

Interim City Manager Ornelas clarified the request by Councilmember Amezcuita noting to add future amendments. Council Member Amezcuita stated yes.

Motion: Council Member Sanabria motioned to adopt Resolution No. 2015 - 38, in Support of Senate Bill (SB) 350, introduced by Senators Kevin De Leon and Mark Leno, which will Increase the California's Renewable Portfolio Standard and Reduce Petroleum Use, and Senate Bill (SB) 185 (De Leon), Directing use of States Pension Funds to Move Investments Toward Clean Energy, seconded by Vice Mayor Ortiz. Motion passed 4-0-1 by the following vote:

ROLL CALL:

| | |
|------------|--|
| AYES: | Council Member(s): Amezcuita, Sanabria, Vice Mayor Ortiz and Mayor Macias. |
| NOES: | Council Member(s): None |
| ABSTAINED: | Council Member(s): Pineda |

COMMUNITY DEVELOPMENT

6. Consideration of Approval for Activity in Public Places Permit for the Annual “Sabor de Mexico Lindo Street Festival” (S15-13)

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Consider the Approval of an Activity in Public Places Permit request from The Greater Huntington Park Area Chamber of Commerce to conduct the annual “Sabor de Mexico Lindo” Downtown Street Festival along Pacific Boulevard, between Florence Avenue and Randolph Street, on October 2-4, 2015.

Interim City Manager Ornelas presented the item and introduced Economic Development Manager Manuel Acosta who briefed the Council on the request made by the Chamber of Commerce to conduct the Annual “Sabor de Mexico Lindo” event.

Council Member Sanabria questioned that this item is only for Sabor de Mexico and all other events will have to come back one at a time.

Economic Development Manager Acosta stated correct but that the petition submitted was for all the events.

Council Member Sanabria thanked Ms. Martinez from the Chamber for reaching out to the business, will approve with the condition that any and all vendors selling or providing a service obtain a business license and that this approval is only for this event.

Council Member Amezcuita agrees with staff but would like the Chamber to consider different locations for this activity and other future events.

Mayor Macias agrees with vendors procuring a business license and would like to somehow track the number business license that are being issued.

Economic Development Manager Acosta stated that the City charges the vendors a flat fee since they are only in town three days. To know how much they make they would have to report to the City an uncertain if the City can do this but will look into it.

Interim City Manager Ornelas stated we will look into and see what the best approach will be.

Council Member Sanabria amended her motion to add only the owner of the business or the name on the business license be the only one sign the petition.

Staff stated they will bring back a petition for their review.

Council Member Amezcuita question if cleaning the site is included in their application. Staff stated yes.

Motion: Council Member Sanabria motioned to, with the condition that all vendors procure a business license and only owners can sign petition, approve an Activity in Public Places Permit request from The Greater Huntington Park Area Chamber of Commerce to conduct the annual "Sabor de Mexico Lindo" Downtown Street Festival along Pacific Boulevard, between Florence Avenue and Randolph Street, on October 2-4, 2015, seconded by Vice Mayor Ortiz. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezcuita, Pineda, Sanabria, Vice Mayor Ortiz and Mayor Macias.
NOES: Council Member(s): None

Mayor Macias clarified direction to staff is to bring back a complete application packet to Council on September 21st.

Council Member Sanabria would like the event name, hours of operation and what it is for on the petition so the signers can see what it is for

7. Approve Resolution Appropriating \$319,000 of Metro Transit Oriented Development Grant Funds for Costs Associated with the Focused General Plan Update

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2015-35, Appropriating \$319,000 of METRO Transit Oriented Development Grant Funds for Costs Associated with the City's Focused General Plan Update; and
2. Authorize appropriation of \$319,000 for within FY 15-16.

Interim City Manager Ornelas presented the time.

Mayor Macias questioned if the item can be continued concerned with the amount of monies being appropriated and would like a presentation on the General Plan Update. Concerned with the amount of monies appropriated and wants to see where they are at and what they are doing.

Interim City Manager Ornelas stated yes and will bring back at the next City Council Meeting as a presentation.

Council Member Amezcuita questioned if they have been paid.

Interim City Manager Ornelas yes they have been paid for last Fiscal Year work this is appropriation for the coming Fiscal Year.

Motion: Mayor Macias motioned to continue item to next City Council Meeting, seconded by Council Member Sanabria. Motion passed unanimously by one motion.

FINANCE

8. Authorization of Expenditures that Exceed the Amended Budget Fiscal Year (FY) 2014-15

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Authorize the payment of expenditures that exceed the Amended Budget for Fiscal Year (FY) 2014-2015.

Interim Finance Director Mazyck presented the item.

Interim City Manager Ornelas explained that typically these types of items don't come before Council that this is new and done for transparency and that Council approves everything.

Council Member Amezquita concerned with making legitimate transfers.

Interim Finance Director Mazyck stated these items are over budget and were expenditures that were excluded from the Fiscal Year 2014-15 budget.

Council Member Sanabria noted for staff to try and not bring these types of items in the future.

Mayor Macias agrees with Council Member Sanabria.

Motion: Council Member Sanabria motioned to authorize the payment of expenditures that exceed the Amended Budget for Fiscal Year (FY) 2014-15, seconded by Vice Mayor Ortiz. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezquita, Pineda, Sanabria, Vice Mayor Ortiz and Mayor Macias.
NOES: Council Member(s): None

POLICE

9. Authorization to Renew Agreement with All City Management Services, Inc.

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve renewal of agreement with All City Management Services, Inc. for Crossing Guard Services; and
2. Authorize Interim City Manager to execute the agreement.

Chief of Police Lozano presented the item.

Mayor Macias questioned if there would be a potential savings if we were to go out for RFPs and asked if the City previously reached out to the local schools.

Council Member Sanabria agrees with Mayor to look into obtaining other RFPs and reaching out to the surround school as well as the charter schools.

Council Member Amezquita asked staff to seek funds for stop lights.

Interim City Manager Ornelas informed Council Member Amezquita that this is something staff can look into.

Mayor Macias understands Council Member Amezquitas comment regarding stop lights but feels that crossing guards are still needed.

Vice Mayor Ortiz would like for the City to look, not only with the District, but also with the Charter Schools to see if they are using Crossing Guards.

Motion: Council Member Sanabria for the crossing guard services to go out to request for proposal (RFP) and for staff to reach out to the schools and the charter schools, for possibilities of splitting the cost, seconded by Council Member Pineda. Motion passed 3-0-1 by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezcuita, Pineda, Sanabria,
and Mayor Macias.
NOES: Council Member(s): None
ABSTAINED: Council Member(s): Vice Mayor Ortiz

10. Approve Acceptance of 2015 Edward Byrne Memorial Justice Assistance Grant (JAG) Funding

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve the Police Department to accept funding provided through the Edward Byrne Memorial Justice Assistance Grant (JAG) program totaling \$30,033;
2. Designate the Chief of Police as the Authorized Grantee Official for the purpose of executing grant documentation;
3. Appropriate the amount of \$30,033 in the City's FY 15-16 Budget for the equipment purchases as specified within this report; and
4. Authorize the Police Department to sole source Taser equipment from Pro Force.

Chief of Police Lozano presented the item.

Motion: Council Member Sanabria motioned to approve the Police Department to accept funding provided through the Edward Byrne Memorial Justice Assistance Grant (JAG) program totaling \$30,033, designate the Chief of Police as the Authorized Grantee Official for the purpose of executing grant documentation, appropriate the amount of \$30,033 in the City's FY 15-16 Budget for the equipment purchases as specified within this report and authorize the Police Department to sole source Taser equipment from Pro Force, seconded by Vice Mayor Ortiz. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezcuita, Pineda, Sanabria, Vice Mayor Ortiz
and Mayor Macias.
NOES: Council Member(s): None

11. Approval of Amendment Number Two to Agreement with the County of Los Angeles for Food Services

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve amendment to agreement between the City of Huntington Park and the County of Los Angeles for Food Services; and
2. Authorize Interim City Manager to execute agreement.

Chief of Police Lozano presented the item.

Motion: Council Member Sanabria motioned to approve amendment to agreement between the City of Huntington Park and the County of Los Angeles for Food Services and authorize Interim City Manager to execute agreement, seconded by Council Member Amezcuita. Motioned passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezquita, Pineda, Sanabria, Vice Mayor Ortiz and Mayor Macias.
NOES: Council Member(s): None

12. Authorization to Renew Agreement with the City of Vernon for Inmate Housing

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve renewal of agreement with The City of Vernon for Inmate Housing Services; and
2. Authorize Mayor to execute agreement.

Chief of Police Lozano presented the item.

Mayor Macias questioned if City of Bell has been approached for use of their jail.

Chief of Police Lozano stated no.

Council Member Amezquita feels we should market our capacity to other agencies for a source of revenues.

Motion: Council Member Sanabria motioned to approve renewal with the City of Vernon for Inmate Housing Services and authorize Mayor to execute agreement, seconded by Council Member Pineda. Motioned passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezquita, Pineda, Sanabria, Vice Mayor Ortiz and Mayor Macias.
NOES: Council Member(s): None

PUBLIC WORKS

13. Approval of Process for Purchase of Gasoline and Diesel Fuel for City Vehicles

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Approve competitive procurement process for the purchase of gasoline and diesel fuel for a not-to-exceed amount of \$250,000 for Fiscal Year (FY) 2015-16 with up to 6 vendors, according to best written price quoted; and
2. Authorize the Interim City Manager to execute a purchase order in a not-to-exceed amount of \$250,000 for FY 2015-16.

Interim City Manager Ornelas presented the item noting this item was previously continued by Council and introduced City Engineer Michael Ackerman who gave a brief explanation of the recommendation.

Council Member Amezquita asked if there was a plan to purchase more electric vehicles. Staff stated yes and to also salvage some vehicles and that this would be coming back to Council for consideration.

Council Member Sanabria questioned a policy with regards to fuel policy would be coming back to Council. Staff stated this is currently being prepared.

Interim City Manager Ornelas stated vehicle usage, cell phone usage and fuel will all be looked at.

Council Member Sanabria questioned when the policy would be coming to Council.

Interim City Manager Ornelas responded the policy should be coming within 30 days.

Council Member Sanabria questioned how often would the vendors be looked at. Staff stated vendors can be researched prior to every purchase if Council would like.

Mayor Macias asked that a draft be provided by next Council meeting.

Council Member Amezcuita feels staff should be given time to work on it.

Mayor Macias stated she is looking for at least a draft.

Motion: Council Member Sanabria motioned to approve competitive procurement process for the purchase of gasoline and diesel fuel for a not-to-exceed amount of \$250,000 for Fiscal Year (FY) 2015-16 with up to 6 vendors, according to best written price quoted and authorize the Interim City Manager to execute a purchase order in a not-to-exceed amount of \$250,000 for FY 2015-16 with an added condition that a draft policy on fuel usage be brought back to Council at the next City Council meeting. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezcuita, Pineda, Sanabria, Vice Mayor Ortiz and Mayor Macias.

NOES: Council Member(s): None

14. Approve Resolution Authorizing the Acceptance and Execution of a Funding Agreement with Caltrans for the Randolph Street Shared Use Rails-to-Trails Study

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2015-36, Authorizing the Acceptance and Execution of a Funding Agreement with Caltrans for the Randolph Street Shared Use Rails to Trails Study;
2. Appropriate \$200,000 in the City's FY 2015-16 Budget; and
3. Authorize Interim City Manager to direct staff to proceed with the study's implementation.

Interim City Manager Ornelas presented the item and asked City Engineer Michael Ackerman to give a brief presentation. Mr. Ackerman introduced Art Cueto who was previously a consultant for the City. Mr. Cueto explained the funding agreement.

Mayor Macias questioned if and RFP would be draft and presented to Council for review before going out.

Interim City Manager Ornelas stated yes.

Council Member Amezcuita commended staff for procuring the funds and questioned how the funds were applied for. Mr. Cueto stated it was a combination of in-house and a consultant, it being himself.

Council Member Amezcuita noted the choice for the study versus the design for bike paths.

Mr. Cueto continued to explain that the City chose to secure the funds for a study vs for design so the study could look more into a design which was more cost effective.

Council Member Amezcuita commented on looking into parking with the study.

Motion: Council Member Sanabria motion to adopt Resolution No. 2015-36, Authorizing the Acceptance and Execution of a Funding Agreement with Caltrans for the Randolph Street Shared Use Rails to Trails Study, appropriate \$200,000 in the City's FY 2015-16 Budget and authorize Interim City Manager to direct staff to proceed with the study's implementation, seconded by Council Member Amezcuita. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezcuita, Pineda, Sanabria, Vice Mayor Ortiz
and Mayor Macias.
NOES: Council Member(s): None

15. Approve Resolution Authorizing the Acceptance and Appropriation of an Active Transportation Grant from Caltrans for the State Street Complete Street Project

RECOMMENDATION OF ITEM UNDER CONSIDERATION:

1. Adopt Resolution No. 2015-37, Authorizing the Acceptance and Appropriation of an Active Transportation Grant from Caltrans for the City of Huntington Park State Street Complete Street Project;
2. Authorize the appropriation of \$21,000 related to design activities in the FY 2015-16 Budget; and
3. Authorize the Interim City Manager to direct staff to proceed with the project's implementation.

City Engineer Michael Ackerman presented the item.

Mayor Macias questioned if the project is in collaboration with other neighboring cities.

Mr. Cueto explained that this project is within Huntington Park's jurisdiction running from the cities southern boundary from Santa Ana to Randolph Street.

Council Member Amezcuita questioned how the funds were obtained. Mr. Cueto stated the funds were obtained collaboratively in-house and by consultant, being himself. Mr. Amezcuita questioned if the parkways can be included. Mr. Cueto stated not under the scope of this grant it's strictly for street improvements.

Motion: Council Member Sanabria motioned to adopt Resolution No. 2015-37, Authorizing the Acceptance and Appropriation of an Active Transportation Grant from Caltrans for the City of Huntington Park State Street Complete Street Project, authorize the appropriation of \$21,000 related to design activities in the FY 2015-16 Budget and authorize the Interim City Manager to direct staff to proceed with the project's implementation, seconded by Council Member Pineda. Motion passed by the following vote:

ROLL CALL:

AYES: Council Member(s): Amezcuita, Pineda, Sanabria, Vice Mayor Ortiz
and Mayor Macias.
NOES: Council Member(s): None

DEPARTMENTAL REPORTS (Information only)

WRITTEN COMMUNICATIONS - None

COUNCIL COMMUNICATIONS

Council Member Valentin Palos Amezcuita – commented on immigration reform, feels current issue regarding the appointments is bringing negative attention to the City, would like to see additional commissions such as: Utility, Sustainability, Economic Development and Transportation so that the community can get involved and feels City should be selective in making appointments so the City doesn't get sued.

Council Member Jhonny Pineda – noted the City of Aspira passed a resolution regarding undocumented immigrants applying to commissions. He noted his colleagues' stance on the law, announced Senator Lara's Office is planning a Health Fair next year, noted complaints by residents regarding a right turn and asked Transtech to attend a meeting to present a survey and closed with supporting his decision of his appointments.

Council Member Marilyn Sanabria – thanked all those who attended, thanked the Tree People for their presentation, thanked her colleagues for helping with the hauling away of bulky items and thanked staff for all their support.

Vice Mayor Graciela Ortiz – thanked all those who helped with the State of Address event and thanked staff for all their support.

Mayor Karina Macias – thanked staff for all their support and patience, acknowledged the City being more transparent, spoke in support of the appointments and thanked her colleagues for attending the State of Address and with the hauling away of bulky items.

ADJOURNMENT

At 11:30 p.m. Mayor Macias adjourned the City of Huntington Park City Council Regular City Council Meeting on Monday, September 21, 2015, at 6:00 P.M.

NOTE: *the Regular City of Huntington Park City Council Meetings held the first and third Monday of each month at 6:00 p.m., is scheduled to change, starting **October 6, 2015** to the first and third **TUESDAY** of each month, location to remain the same: 6550 Miles Avenue, Huntington Park, California, Council Chambers.*

Respectfully submitted,

Donna G. Schwartz, CMC, City Clerk

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
9-21-15**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount | Prepaid Y/N |
|--------------------------------|----------------|--------------------|---------------------------|--------------------|-------------|
| 2FA | SI1459 | 111-7010-421.61-20 | POLICE MDC SOFTWARE | 1,173.00 | Y |
| | | | | 1,173.00 | |
| AAA ELECTRICAL SUPPLY INC | 108568-00 | 535-8016-431.61-45 | LAMPS | 1,148.86 | N |
| | 108627-00 | 535-8016-431.61-45 | LAMPS | 261.60 | N |
| | 108574-00 | 535-8016-431.61-45 | LAMPS | 405.48 | N |
| | | | | 1,815.94 | |
| ADAMSON POLICE PRODUCTS | INV187507 | 111-7010-421.61-22 | AIMPOINT MICRO SIGHT | 3,184.98 | N |
| | | | | 3,184.98 | |
| ADLERHORST INTERNATIONAL, INC. | 53096 | 229-7010-421.74-10 | K-9 ON-SITE MONTHLY TRAIN | 1,900.00 | N |
| | | | | 1,900.00 | |
| ADRIAN ZUNIGA | 21081-8112 | 681-0000-228.70-00 | FINAL BILL REFUND | 88.77 | N |
| | | | | 88.77 | |
| ADT SECURITY | 549537866 | 111-6022-451.56-41 | COMMUNITY CENTER SECURITY | 210.43 | N |
| | 551712156 | 111-6022-451.56-41 | COMMUNITY CENTER SECURITY | 1.00 | N |
| | 552740710 | 111-6022-451.56-41 | FREEDOM PARK SECURITY | 210.60 | N |
| | 558138251 | 111-6022-451.56-41 | FREEDOM PARK SECURITY | 3.16 | N |
| | | | | 425.19 | |
| AFSCME COUNCIL 36 | PPE 09-13-15 | 802-0000-217.60-10 | EMPLOYEE AFSCME DUES | 664.20 | Y |
| | | | | 664.20 | |
| ALL CITY MANAGEMENT SERVICES | 39499 | 111-7022-421.56-41 | SCHOOL CROSSING GUARD | 5,221.04 | N |
| | 39583 | 111-7022-421.56-41 | SCHOOL CROSSING GUARD | 4,257.80 | N |
| | | | | 9,478.84 | |
| ALVAREZ-GLASMAN & COLVIN | 2015-07-14531 | 111-0220-411.32-70 | LEGAL SRVCS-JULY 2015 | 47,668.64 | N |
| | | | | 47,668.64 | |

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
9-21-15**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount | Prepaid Y/N |
|----------------------------------|----------------|--------------------|---------------------------|--------------------|-------------|
| AMANDA SOTO | 54270/55007 | 111-0000-228.20-00 | DEPOSIT REFUND- SENIOR | 250.00 | N |
| | | | | 250.00 | |
| AMERI PRIDE UNIFORM SERVICES INC | 1401173777 | 111-8020-431.61-20 | LAUNDRY/RENTAL SERVICE | 146.19 | N |
| | 1401173777 | 741-8060-431.61-20 | SHOP RAGS & SOIL LOCKER | 30.98 | N |
| | 1401178800 | 111-8020-431.61-20 | LAUNDRY/RENTAL SERVICE | 109.44 | N |
| | 1401178800 | 741-8060-431.61-20 | SHOP RAGS & SOIL LOCKER | 30.98 | N |
| | 1401183950 | 111-8020-431.61-20 | LAUNDRY/RENTAL SERVICE | 198.19 | N |
| | 1401183950 | 741-8060-431.61-20 | SHOP RAGS & SOIL LOCKER | 30.98 | N |
| | | | | 546.76 | |
| AMERICAN EXPRESS | OM5H6O | 111-3010-415.61-20 | BUSINESS LUNCH | 35.45 | Y |
| | 3663937 | 111-9010-419.61-20 | PAYPAL PROFFESIONAL SRVC | 29.00 | Y |
| | 41949383 | 111-0110-411.58-21 | LEAGUE OF CA REFUND | -50.00 | Y |
| | OMXA7Q | 111-0110-411.66-05 | FOOD FOR 8/3/15 MEETING | 24.00 | Y |
| | 5262134783554 | 111-0110-411.58-22 | SAN JOSE LEAGUE OF CA | 169.00 | Y |
| | 10007952 | 111-0110-411.61-20 | STATE OF CITY SUPPLIES | 53.75 | Y |
| | SPXVL5 | 111-0110-411.61-20 | ADMIN PURCHASE | 4.85 | Y |
| | 181685 | 111-5010-419.61-20 | SUPPLIES | 44.11 | Y |
| | 182285 | 111-5010-419.61-20 | MEETING SUPPLIES | 81.48 | Y |
| | 161296 | 111-5010-419.61-20 | SUCCESSOR AGENCY MEETING | 72.70 | Y |
| | 1728764152 | 111-6020-451.61-35 | TOLL ROAD CITATION | 105.90 | Y |
| | 65719 | 111-6020-451.61-35 | SENIOR PROGRAM DANCE FOOD | 164.97 | Y |
| | 10156320150 | 111-7010-421.61-20 | BUSINESS LUNCH | 26.42 | Y |
| | | | | 761.63 | |
| AMERICAN FAMILY LIFE ASSURANCE | PPE 09-13-15 | 802-0000-217.50-40 | CANCER INSURANCE | 106.58 | Y |
| | | | | 106.58 | |
| AMERIFACTORS | 11253 | 111-6022-451.43-10 | DOOR REPAIR | 190.70 | N |
| | | | | 190.70 | |
| AMTECH ELEVATOR SERVICES | DVL04010915 | 111-8022-419.56-41 | ELEVATOR SRVCS 9/15-11/15 | 605.52 | N |
| | | | | 605.52 | |

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
9-21-15**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount | Prepaid YN |
|--------------------------------|-----------------|--------------------|---------------------------|--------------------|------------|
| ANAKAREN MONROY | 860119734402 | 111-3010-415.61-20 | REIMBURSEMENT-SHIPPING | 26.00 | N |
| | 860118876771 | 111-3010-415.61-20 | REIMBURSEMENT-SHIPPING | 26.00 | N |
| | | | | 52.00 | |
| ANGELA CORNEJO | 464304 | 111-0110-411.61-20 | MEETING/OFFICE SUPPLIES | 15.36 | N |
| | 464304 | 111-0210-413.61-20 | MEETING/OFFICE SUPPLIES | 59.96 | N |
| | | | | 75.32 | |
| ANVIL CONSTRUCTION | 8/27/15 | 681-0000-228.30-00 | FIRE HYDRANT METER REFUND | 963.12 | N |
| | | | | 963.12 | |
| AT&T PAYMENT CENTER | 8/7/15-9/6/15 | 111-7010-421.53-10 | ACCT # 065 101-2843 781 3 | 307.78 | N |
| | 7/28/15-8/27/15 | 111-7010-421.53-10 | ACCT # 323 583-9713 349 1 | 295.97 | N |
| | | | | 603.75 | |
| BOB BARKER COMPANY INC. | WEB000389358 | 121-7040-421.56-14 | JAIL SUPPLIES | 360.01 | N |
| | WEB000389190 | 121-7040-421.56-14 | JAIL SUPPLIES | 332.82 | N |
| | | | | 692.83 | |
| BPS TACTICAL INC | 15031045 | 111-7030-421.61-20 | TACTICAL VEST COVER | 443.55 | Y |
| | | | | 443.55 | |
| CALIFORNIA AUTO REBUILDERS | 58860 | 741-8060-431.43-20 | GEARBOX REPAIR - UNIT#369 | 436.00 | N |
| | | | | 436.00 | |
| CALIFORNIA POLICE CHIEFS ASSN. | 1398 | 111-7010-421.59-15 | CPCA MEMBERSHIP DUES | 507.00 | N |
| | | | | 507.00 | |
| CARE FOR THE CHILDREN | 9/1/15 | 535-8016-431.73-10 | CURB ADDRESS PAINTING | 8,800.00 | N |
| | | | | 8,800.00 | |
| CARMEN TORRES | 21921-1270 | 681-0000-228.70-00 | FINAL BILL REFUND | 96.11 | N |
| | | | | 96.11 | |

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
9-21-15**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount | Prepaid YN |
|-------------------------------------|-----------------|--------------------|---------------------------|--------------------|------------|
| CASA BONITA SENIOR APARTMENTS | 8/1/15 | 242-5098-463.73-15 | SUPPLEMENTAL ASSISTANCE | 9,308.53 | N |
| | | | | 9,308.53 | |
| CCAP AUTO LEASE LTD | OCT 2015 | 226-9010-419.74-10 | ACCT# 8663327 | 233.72 | N |
| | OCT 2015 | 226-9010-419.74-10 | ACCT# 8242957 | 233.72 | N |
| | | | | 467.44 | |
| CELL BUSINESS EQUIPMENT | IN1711507 | 111-7010-421.44-10 | RICOH COPIER/OCE EQUIP | 168.97 | N |
| | IN1710680 | 111-0110-411.43-05 | RICOH BLACK TONER FREIGHT | 19.05 | N |
| | IN1709882 | 111-0110-411.43-05 | CONTRACT OVERAGE CHARGE | 41.83 | N |
| | IN1709882 | 111-0210-413.43-05 | CONTRACT OVERAGE CHARGE | 60.89 | N |
| | | | | 290.74 | |
| CHARTER COMMUNICATIONS | 8/31/15-9/30/15 | 121-7040-421.56-14 | ACCT#8245 10 007 0389644 | 130.29 | N |
| | | | | 130.29 | |
| CHRISTINA VALDEZ | 54610/54928 | 111-0000-347.50-00 | KARATE CLASS REFUND | 75.00 | N |
| | | | | 75.00 | |
| CITY OF HUNTINGTON PARK - STANDARD | PPE 09-13-15 | 802-0000-217.50-70 | ADDITIONAL LIFE INSURANCE | 791.23 | N |
| | | | | 791.23 | |
| CITY OF HUNTINGTON PARK FLEXIBLE | PPE 09-13-15 | 802-0000-217.30-30 | MEDICARE 125 DEDUCTION | 424.00 | Y |
| | | | | 424.00 | |
| CITY OF HUNTINGTON PARK GEA | PPE 09-13-15 | 802-0000-217.60-10 | EMPLOYEE GEA DUES | 143.80 | Y |
| | | | | 143.80 | |
| CITY OF HUNTINGTON PARK- LEGAL SHLD | PPE 09-13-15 | 802-0000-217.60-50 | PRE PAID LEGAL DEDUCTION | 133.82 | N |
| | | | | 133.82 | |
| CLAUDIA DE LA CRUZ | 18887-24506 | 681-0000-228.70-00 | FINAL BILL REFUND | 34.24 | N |
| | | | | 34.24 | |

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
9-21-15**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount | Prepaid YN |
|-------------------------------------|----------------|--------------------|-------------------------|--------------------|------------|
| CLINICAL LAB OF SAN BERNARDINO, INC | 945343 | 681-8030-461.56-41 | WATER SAMPLING- AUG 15 | 518.50 | N |
| | | | | 518.50 | |
| CODE 5 GROUP LLC | 1624 | 111-7030-421.56-41 | CUSTOM BUILT BAIT CAR | 2,943.50 | N |
| | | | | 2,943.50 | |
| COLANTUONO, HIGHSMITH & WHATLEY, PC | 29521 | 275-9750-465.32-70 | LEGAL SRVCS - AUG 2015 | 90.00 | N |
| | | | | 90.00 | |
| COLONIAL SUPPLEMENTAL INSURANCE | PPE 09-13-15 | 802-0000-217.50-40 | SUPPLEMENTAL INSURANCE | 1,614.40 | Y |
| | | | | 1,614.40 | |
| COLT'S MANUFACTURING COMPANY LLC | 10/12-10/16/15 | 111-7010-421.59-15 | REGISTRATION-S. ABRAHAM | 450.00 | N |
| | 10/12-10/16/15 | 111-7010-421.59-15 | REGISTRATION-C. LOHNER | 450.00 | N |
| | | | | 900.00 | |
| COMSERCO, INC. | 12743 | 741-8060-431.56-41 | RADIO CONTROL HEAD | 698.15 | N |
| | 72816 | 741-8060-431.56-41 | PW RADIO MAINTENANCE | 140.00 | N |
| | 72825 | 741-8060-431.56-41 | PD RADIO MAINTENANCE | 1,002.00 | N |
| | 72981 | 741-8060-431.56-41 | PW RADIO MAINTENANCE | 140.00 | N |
| | 73010 | 741-8060-431.56-41 | PD RADIO MAINTENANCE | 1,002.00 | N |
| | | | | 2,982.15 | |
| DAPEER, ROSENBLIT & LITVAK | 10363 | 111-0220-411.32-20 | LEGAL SERVICES | 1,395.00 | N |
| | | | | 1,395.00 | |
| DATA TICKET INC. | 60511 | 111-7065-441.56-41 | CITATION PROCESSING | 178.00 | N |
| | 58759 | 239-7055-424.56-41 | CITATION PROCESSING | 177.76 | N |
| | 60826 | 111-7065-441.56-41 | CITATION PROCESSING | 224.00 | N |
| | 60461 | 239-7055-424.56-41 | CITATION PROCESSING | 208.00 | N |
| | 60776 | 239-7055-424.56-41 | CITATION PROCESSING | 285.25 | N |
| | | | | 1,073.01 | |

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
9-21-15**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount | Prepaid YN |
|-----------------------------------|----------------|--------------------|---------------------------|--------------------|------------|
| DATAPROSE, INC. | DP1502053 | 681-3022-415.53-20 | WATER BILLS&POSTAGE 7/15 | 1,457.69 | N |
| | DP1502053 | 681-3022-415.56-41 | WATER BILLS&POSTAGE 7/15 | 1,105.24 | N |
| | | | | 2,562.93 | |
| DAVE BANG ASSOCIATES, INC. | 40164 | 535-6090-452.61-20 | NUVO SPIRAL SLIDE REPLACE | 5,474.37 | N |
| | | | | 5,474.37 | |
| DE LAGE LANDEN | 47010763 | 111-0110-411.43-05 | COPIER LEASE 9/15-10/15 | 64.05 | N |
| | 47010763 | 111-0210-413.43-05 | COPIER LEASE 9/15-10/15 | 64.05 | N |
| | | | | 128.10 | |
| DEPARTMENT OF CORONER | 16ME0005 | 111-7030-421.56-41 | AUTOPSY REPORT | 26.00 | N |
| | | | | 26.00 | |
| DEPARTMENT OF JUSTICE | 117586 | 111-7030-421.56-41 | FINGERPRINT APPS | 1,004.00 | N |
| | | | | 1,004.00 | |
| DF POLYGRAPH | 2015-6 | 111-7010-421.56-41 | POLYGRAPH EXAMINATIONS | 875.00 | N |
| | | | | 875.00 | |
| EDWIN ARAGON | 32CHWMGH | 111-3010-415.59-15 | GFOA TRAINING - HOTEL | 123.65 | N |
| | H578YW | 111-3010-415.59-15 | GFOA TRAINING - FLIGHT | 173.00 | N |
| | | | | 296.65 | |
| EMPLOYMENT DEVELOPMENT DEPARTMENT | DPT023210 | 231-7060-421.61-20 | LIBERTY METER AUTOTRAX | 391.00 | Y |
| | DPT022958 | 231-7060-421.61-20 | LIBERTY METER AUTOTRAX | 391.00 | Y |
| | | | | 782.00 | |
| ESTELA RAMIREZ | 54172/54744 | 111-6060-466.33-20 | AEROBIC BODY TONING | 374.40 | Y |
| | 54219/54718 | 111-6060-466.33-20 | AEROBIC & PILATES | 166.40 | Y |
| | | | | 540.80 | |

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
9-21-15**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount | Prepaid Y/N |
|--------------------------|----------------|--------------------|---------------------------|--------------------|-------------|
| EXPERT ROOTER | 91442 | 111-6022-451.43-10 | MAIN LINE CLEAN OUT- REC | 240.00 | N |
| | 91465 | 111-6022-451.43-10 | TOILET CLEAN-REC CENTER | 88.00 | N |
| | 91487 | 111-6022-451.43-10 | TOILET CLEAN-REC CENTER | 132.00 | N |
| | 91524 | 111-6022-451.43-10 | TOILET CLEAN-REC CENTER | 88.00 | N |
| | | | | 548.00 | |
| F&A FEDERAL CREDIT UNION | PPE 09-13-15 | 802-0000-217.60-40 | EMPLOYEE UNION DEDUCTION | 15,156.50 | Y |
| | | | | 15,156.50 | |
| FEDEX | 5-142-13527 | 111-7010-421.61-20 | SHIPPING ACCT#1491-8486-4 | 8.86 | N |
| | 5-042-09848 | 111-0230-413.61-20 | ACCT# 1791-0219-6 | 29.27 | N |
| | | | | 38.13 | |
| FIRST CHOICE SERVICES | 756280 | 111-9010-419.61-20 | COFFEE SUPPLIES | 98.09 | N |
| | 503466 | 111-9010-419.61-20 | COFFEE SUPPLIES | 82.96 | N |
| | | | | 181.05 | |
| GALLS | BC0181849 | 111-7022-421.61-27 | UNIFORM | 139.92 | N |
| | | | | 139.92 | |
| GARDA CL WEST, INC. | 10128159 | 111-9010-419.33-10 | ARMORED TRANSPORTATION | 636.65 | N |
| | 20093350 | 111-9010-419.33-10 | ARMORED TRANSPORTATION | 146.28 | N |
| | | | | 782.93 | |
| GARY K. MORLEY | 1851 | 111-0220-411.32-70 | INVESTIGATIVE SRVCS | 1,262.00 | N |
| | | | | 1,262.00 | |
| GERALD M. CHAVARRIA | 53637/54942 | 111-6060-466.33-20 | CPR/FIRST AID INSTRUCTOR | 212.00 | N |
| | | | | 212.00 | |
| GLOCK PROFESSIONAL, INC. | TRP/100072581 | 111-7010-421.59-15 | ARMORER COURSE- M.MENDOZA | 250.00 | N |
| | TRP/100073784 | 111-7010-421.59-15 | ARMORER COURSE-S.ABRAHAM | 250.00 | N |
| | | | | 500.00 | |

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
9-21-15**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount | Prepaid Y/N |
|---------------------------------|----------------|--------------------|---------------------------|--------------------|-------------|
| GOLD COAST ARMORY LLC | 514511 | 227-7095-421.74-10 | PMC.223 - 20 ROUNDS | 2,968.30 | N |
| | 514512 | 227-7095-421.74-10 | GECO 9MM 115 GR-50 ROUNDS | 827.20 | N |
| | | | | 3,795.50 | |
| GRAINGER | 9818059579 | 111-8022-419.43-10 | CH RESTROOM DEODORANT | 204.84 | N |
| | | | | 204.84 | |
| HF&H CONSULTANTS, LLC | 9713447 | 112-8026-431.32-70 | PROFESSIONAL SRVCS 7/15 | 2,495.25 | N |
| | | | | 2,495.25 | |
| HINDERLITER DE LLAMAS AND ASSOC | 0024239-IN | 111-9010-419.56-41 | AUDIT SERVICE 3RD QTR | 2,651.31 | N |
| | | | | 2,651.31 | |
| HOME DEPOT - PUBLIC WORKS | 5262943 | 111-6022-451.43-10 | RECREATION BUILDING | 14.88 | N |
| | 7262780 | 111-8022-419.43-10 | CITY HALL EXPENDITURES | 70.11 | N |
| | 8262915 | 111-8022-419.43-10 | CITY HALL EXPENDITURES | 122.91 | N |
| | 5262930 | 111-8022-419.43-10 | CITY HALL EXPENDITURES | 10.87 | N |
| | 5262946 | 111-8022-419.43-10 | CITY HALL EXPENDITURES | 65.33 | N |
| | 2262993 | 111-8022-419.43-10 | CITY HALL EXPENDITURES | 206.01 | N |
| | 7262779 | 111-7020-421.43-10 | POLICE EXPENDITURES | 118.95 | N |
| | 6262804 | 111-7020-421.43-10 | POLICE EXPENDITURES | 52.25 | N |
| | 9262903 | 111-7020-421.43-10 | POLICE EXPENDITURES | 15.72 | N |
| | 4262951 | 111-7020-421.43-10 | POLICE EXPENDITURES | 16.94 | N |
| | 3262977 | 111-7020-421.43-10 | POLICE EXPENDITURES | 50.91 | N |
| | 1263010 | 111-7020-421.43-10 | POLICE EXPENDITURES | 73.31 | N |
| | 5263105 | 111-7020-421.43-10 | POLICE EXPENDITURES | 152.52 | N |
| | 7263085 | 287-8055-432.61-20 | WATER CONTAINER | 28.08 | N |
| | 2262696 | 221-8012-429.61-20 | EXPENDITURES | 60.81 | N |
| | 9250361 | 221-8012-429.61-20 | EXPENDITURES | 38.68 | N |
| | 7262778 | 221-8012-429.61-20 | EXPENDITURES | 163.40 | N |
| | 4262667 | 535-6090-452.61-20 | STREET LANDSCAPING SUPPLY | 149.44 | N |
| | 3262690 | 535-6090-452.61-20 | STREET LANDSCAPING SUPPLY | 30.47 | N |
| | 4262956 | 535-6090-452.61-20 | STREET LANDSCAPING SUPPLY | 81.18 | N |
| | 5263109 | 535-6090-452.61-20 | STREET LANDSCAPING SUPPLY | 8.11 | N |

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
9-21-15**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount | Prepaid Y/N |
|-------------------------------------|----------------|--------------------|---------------------------|--------------------|-------------|
| HOME DEPOT - PUBLIC WORKS | 9262893 | 535-8016-431.61-45 | STREET LIGHT SUPPLIES | 4.22 | N |
| | 8263063 | 741-8060-431.43-20 | VEHICLE OS&M EXPENSES | 80.29 | N |
| | | | | 1,615.39 | |
| HONEYWELL INTERNATIONAL INC. | 52233829092 | 111-6022-451.56-41 | HVAC MAINTENANCE | 6,259.72 | N |
| | 52233829092 | 111-7020-421.56-41 | HVAC MAINTENANCE | 6,259.73 | N |
| | 52233829092 | 111-8022-419.56-41 | HVAC MAINTENANCE | 6,259.73 | N |
| | 5233829091 | 111-6022-451.56-41 | HVAC MONITORING COSTS | 146.11 | N |
| | 5233829091 | 111-7020-421.56-41 | HVAC MONITORING COSTS | 146.11 | N |
| | 5233829091 | 111-8022-419.56-41 | HVAC MONITORING COSTS | 146.12 | N |
| | | | | 19,217.52 | |
| HUNTINGTON PARK CAR WASH | 7/1/15-7/30/15 | 741-8060-431.43-20 | CITY FLEET WASH & DETAIL | 243.00 | N |
| | 8/1/15-8/31/15 | 741-8060-431.43-20 | CITY FLEET WASH & DETAIL | 196.00 | N |
| | | | | 439.00 | |
| HUNTINGTON PARK POLICE MGMT ASSN. | PPE 09-13-15 | 802-0000-217.60-10 | EMPLOYEE ASSOCIATION DUES | 50.00 | Y |
| | | | | 50.00 | |
| HUNTINGTON PARK POLICE OFFICER ASSN | PPE 09-13-15 | 802-0000-217.60-10 | EMPLOYEE ASSOCIATION DUES | 4,058.71 | Y |
| | | | | 4,058.71 | |
| HUNTINGTON PARK RUBBER STAMP CO. | 0270790-IN | 111-7010-421.61-20 | NAME PLATES | 79.64 | N |
| | | | | 79.64 | |
| HYDRO TEK SYSTEMS INC. | 0189568-IN | 741-8060-431.43-20 | STARTER FOR UNIT# 206 | 300.96 | N |
| | 0189342-IN | 741-8060-431.43-20 | REPAIRS FOR UNIT# 207 | 399.52 | N |
| | | | | 700.48 | |
| INNOVATIVE CONSTRUCTION SOLUTIONS | 14-2137-03 | 249-5098-463.56-41 | SOUTHLAND STEEL CLEANUP | 265,011.01 | N |
| | | | | 265,011.01 | |
| INTER VALLEY POOL SUPPLY, INC | 79209 | 681-8030-461.41-00 | CHLORINE FOR WELL 18 | 288.51 | N |
| | 79208 | 681-8030-461.41-00 | CHLORINE FOR WELL 16 | 246.02 | N |
| | | | | 534.53 | |

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
9-21-15**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount | Prepaid Y/N |
|-------------------------------|----------------|--------------------|---------------------------|--------------------|-------------|
| INTOXIMETERS | 508113 | 111-7010-421.61-20 | SENSOR REPAIR | 104.43 | N |
| | | | | 104.43 | |
| IRMA ALVAREZ | 52674/55009 | 111-0000-228.20-00 | DEPOSIT REFUND-SENIOR | 227.00 | N |
| | | | | 227.00 | |
| ITRON, INC. | 383089 | 681-3022-415.56-41 | WATER HANDHELD SOFTWARE | 584.99 | N |
| | | | | 584.99 | |
| J & J SMOG CHECK | 7591 | 741-8060-431.43-20 | SMOG CHECK UNIT# 185 | 33.00 | N |
| | 7674 | 741-8060-431.43-20 | SMOG CHECK UNIT# 189 | 33.00 | N |
| | 7624 | 741-8060-431.43-20 | SMOG CHECK UNIT# 350 | 33.00 | N |
| | 7589 | 741-8060-431.43-20 | SMOG CHECK UNIT# 132 | 33.00 | N |
| | 7614 | 741-8060-431.43-20 | SMOG CHECK UNIT# 184 | 33.00 | N |
| | | | | 165.00 | |
| J P COOKE CO | 354978 | 111-3010-415.61-20 | STAINLESS STEEL DOG TAGS | 146.55 | N |
| | | | | 146.55 | |
| JACINTO V. GIL LOPEZ | 19317-14938 | 681-0000-228.70-00 | FINAL BILL REFUND | 47.66 | N |
| | | | | 47.66 | |
| JCL TRAFFIC | 79793 | 221-8012-429.61-20 | CONSTRUCTION IMPROV SIGNS | 286.02 | N |
| | 79872 | 221-8012-429.61-20 | NO TRESPASSING SIGNS | 314.04 | N |
| | 81063 | 221-8012-429.61-20 | ONE WAY SIGNS | 140.61 | N |
| | | | | 740.67 | |
| JDS TANK TESTING & REPAIR INC | 7791 | 741-8060-431.43-20 | FUEL SYSTEM TEST - AUG 15 | 135.00 | N |
| | 7681 | 741-8060-431.43-20 | FUEL SYSTEM TEST - JUL 15 | 135.00 | N |
| | 7848 | 741-8060-431.43-20 | TRI-ANNUAL SB989 TEST | 1,095.00 | N |
| | | | | 1,365.00 | |
| JESSICA ANDERSON | 8/24/15 | 111-7010-421.59-15 | PER DIEM-BASIC CRIME | 45.00 | Y |
| | | | | 45.00 | |

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
9-21-15**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount | Prepaid Y/N |
|--------------------------------|----------------|--------------------|---------------------------|--------------------|-------------|
| JOHN'S PAINT & HARDWARE INC. | 3461 | 111-6022-451.43-10 | REC BUILDING MATERIALS | 317.23 | N |
| | | | | 317.23 | |
| JORGE L. MEDINA | 15515-10206 | 681-0000-228.70-00 | CREDIT BALANCE REFUND | 298.41 | N |
| | | | | 298.41 | |
| JOSE A. SAGASTUME | 18135-22052 | 681-0000-228.70-00 | CREDIT BALANCE REFUND | 30.82 | N |
| | | | | 30.82 | |
| KEYSTONE UNIFORM DEPOT | 73057 | 111-7010-421.61-20 | UNIFORMS | 441.07 | N |
| | 073047 | 111-7010-421.61-20 | UNIFORMS | 408.37 | N |
| | 073048 | 111-7010-421.61-20 | UNIFORMS | 419.27 | N |
| | 073056 | 111-7010-421.61-20 | UNIFORMS | 427.99 | N |
| | 073167 | 231-7060-421.61-20 | UNIFORM SUPPLIES | 743.11 | N |
| | 073178 | 111-7010-421.61-20 | UNIFORM SUPPLIES | 417.09 | N |
| | | | | 2,856.90 | |
| KONICA MINOLTA PREMIER FINANCE | 285695383 | 111-7040-421.44-10 | CONTRACT CHARGES | 1,250.75 | N |
| | | | | 1,250.75 | |
| LACMTA | 800061484 | 219-0250-431.58-50 | SENIOR PASSES JULY 2015 | 6,840.00 | N |
| | | | | 6,840.00 | |
| LB JOHNSON HARDWARE CO #1 | 675295 | 111-8010-431.61-21 | DRAIN REPAIR SUPPLIES | 87.00 | N |
| | 676106 | 221-8012-429.61-20 | PAINT REMOVAL SCRAPERS | 78.46 | N |
| | 674326 | 221-8014-429.61-20 | CABINET LOCKS | 15.24 | N |
| | 675009 | 111-8010-431.61-21 | PAINT,MASK,SANDING PAPER | 70.81 | N |
| | | | | 251.51 | |
| LGP EQUIPMENT RENTALS INC | 35554 | 111-8010-431.61-21 | TRACTOR ATTACHMENT RENTAL | 279.85 | N |
| | 35570 | 111-8010-431.61-21 | 4 YD OF CONCRETE | 619.99 | N |
| | | | | 899.84 | |

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
9-21-15**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount | Prepaid YN |
|-----------------------------------|----------------|--------------------|---------------------------|--------------------|------------|
| LINGO INDUSTRIAL ELECTRONICS | 32254 | 221-8014-429.61-20 | TRAFFIC SIGNAL HEADS | 752.10 | N |
| | 32268 | 221-8014-429.61-20 | LED PED HEADS | 1,948.92 | N |
| | | | | 2,701.02 | |
| LOGAN SUPPLY COMPANY, INC. | 85013 | 111-8010-431.61-21 | SAFETY VEST | 118.92 | N |
| | | | | 118.92 | |
| LORRAINE MENDEZ & ASSOCIATES, LLC | 203 | 239-5040-463.56-41 | HOME/CDBG ADMIN SRVCS-AUG | 850.00 | N |
| | 203 | 239-5060-463.56-41 | HOME/CDBG ADMIN SRVCS | 8,368.48 | N |
| | 203 | 239-5070-463.56-41 | HOME/CDBG ADMIN SRVCS | 275.00 | N |
| | 203 | 242-5060-463.56-41 | HOME/CDBG ADMIN SRVCS | 1,850.00 | N |
| | 203 | 242-5098-463.56-41 | HOME/CDBG ADMIN SRVCS | 1,708.56 | N |
| | 207 | 242-5098-463.56-41 | HOME/CDBG ADMIN SRVCS | 660.00 | N |
| | | | | 13,712.04 | |
| LOS ANGELES TIMES | 9/19/15-9/2/16 | 121-7040-421.56-14 | SEPTEMBER SUBSCRIPTION-PD | 283.40 | N |
| | | | | 283.40 | |
| LOZADA'S TRANSMISSIONS INC. | 3732 | 741-8060-431.43-20 | REPAIRS TO UNIT#900 | 75.00 | N |
| | 3724 | 741-8060-431.43-20 | TRANS REPAIR UNIT # 961 | 559.00 | N |
| | | | | 634.00 | |
| LUCKY TOURS CHARTER INC | 61815 | 219-0250-431.57-70 | SENIOR TRIP TRANSPORT SRV | 700.00 | N |
| | | | | 700.00 | |
| MANUEL ACOSTA | 6/25/15 | 239-5060-463.59-15 | ICSC MEMBERSHIP DUES | 50.00 | N |
| | 154897 | 111-5010-419.43-05 | CAMERA REPAIR | 43.53 | N |
| | | | | 93.53 | |
| MARIN CONSULTING ASSOCIATES | 10/13-10/15/15 | 111-7010-421.59-20 | REGISTRATION- H.LOZANO | 300.00 | N |
| | | | | 300.00 | |

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
9-21-15**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount | Prepaid YN |
|-------------------------------------|----------------|--------------------|---------------------------|--------------------|------------|
| MAYWOOD MUTUAL WATER COMPANY, NO. 1 | 312600351 | 111-6022-451.62-10 | FREEDOM PARK/ARROGATION | 2,142.25 | N |
| | 312600353 | 111-6022-451.62-10 | FREEDOM PARK/SPLASH | 756.25 | N |
| | 312600352 | 111-6022-451.62-10 | FREEDOM PARK/HP | 299.75 | N |
| | | | | 3,198.25 | |
| METRO TRANSIT SERVICES | 201508 | 219-0250-431.56-43 | AUGUST 2015 | 64,665.72 | N |
| | 201508 | 219-0000-340.30-00 | FARE BOX COLLECTION | -5,456.84 | N |
| | 201508 | 741-8060-431.62-30 | FUEL PURCHASE | -4,525.16 | N |
| | | | | 54,683.72 | |
| MIGUEL & CARMEN PEREZ | 3611-678 | 681-0000-228.70-00 | FINAL BILL REFUND | 16.34 | N |
| | | | | 16.34 | |
| MIKE RAAHAUGE SHOOTING ENTERPRISES | 701 | 111-7010-421.56-41 | PISTOL RANGE | 280.00 | N |
| | | | | 280.00 | |
| MIRACLE RECREATION EQUIPMENT | 766581 | 535-6090-452.61-20 | SPINNER REPLACEMENT | 576.34 | N |
| | | | | 576.34 | |
| MISC-PLANNING COMMISSION APPEAL | 5801 | 111-0000-341.10-00 | APPEAL APPLICATION REFUND | 542.62 | N |
| | | | | 542.62 | |
| NATION WIDE RETIREMENT SOLUTIONS | PPE 09-13-15 | 802-0000-217.40-10 | DEFERRED COMP DEDUCTION | 18,578.91 | Y |
| | | | | 18,578.91 | |
| NATIONWIDE ENVIRONMENTAL SERVICES | 26849 | 220-8070-431.56-41 | SWEEPING SERVICES AUG 15 | 2,401.15 | N |
| | 26849 | 221-8010-431.56-41 | SWEEPING SERVICES AUG 15 | 28,186.15 | N |
| | 26849 | 231-3024-415.56-41 | SWEEPING SERVICES AUG 15 | 6,829.30 | N |
| | 26931 | 111-8030-461.56-42 | CATCH BASIN CLEAN- AUG 15 | 8,874.00 | N |
| | | | | 46,290.60 | |
| OK PRINTING DESIGN & DIGITAL PRINT | 94 | 111-6010-451.61-20 | ENVELOPES WITH CITY LOGO | 214.05 | N |
| | | | | 214.05 | |

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
9-21-15**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount | Prepaid YN |
|-----------------------------------|----------------|--------------------|---------------------------|--------------------|------------|
| ORANGE COUNTY SHERIFF'S DEPT | 10/19-10/30/15 | 111-7010-421.59-20 | TRAINING- NARCOTICS INVES | 130.00 | N |
| | | | | 130.00 | |
| ORANGE LINE DEVELOPMENT AUTHORITY | 2015-01 | 219-0250-431.59-15 | ANNUAL MEMBERSHIP FY15/16 | 16,443.00 | N |
| | | | | 16,443.00 | |
| PARKHOUSE TIRE, INC. | 1010456165 | 741-8060-431.43-20 | TIRES FOR BUS#962 | 1,019.11 | N |
| | | | | 1,019.11 | |
| PENSKE CHEVROLET | 182211 | 741-8060-431.43-20 | PARTS FOR UNIT #369 | 665.91 | N |
| | 182623 | 741-8060-431.43-20 | PARTS FOR UNIT #369 | 238.81 | N |
| | | | | 904.72 | |
| PRESS TELEGRAM CLASSIFIED | 217838 | 239-5060-463.54-00 | PUBLICATION NOTICE-CD | 634.31 | N |
| | 217838 | 111-5010-419.54-00 | PUBLICATION NOTICE-CD | 80.00 | N |
| | | | | 714.31 | |
| PRUDENTIAL OVERALL SUPPLY | 50769806 | 111-6010-451.56-41 | SALT LAKE MAT CLEANING | 74.97 | N |
| | 50769805 | 111-6010-451.56-41 | HPCC MAT CLEANING | 40.58 | N |
| | 50759983 | 111-6010-451.56-41 | SALT LAKE MAT CLEANING | 74.97 | N |
| | 50759982 | 111-6010-451.56-41 | HPCC MAT CLEANING | 40.58 | N |
| | 50770812 | 111-7010-421.61-20 | MAT 4X6 LOGO(2) | 17.87 | N |
| | | | | 248.97 | |
| READYREFRESH | 05H0030225171 | 111-3010-415.61-20 | ACCT# 0030225171 | 65.51 | N |
| | | | | 65.51 | |
| RICK CUIEL | 78042179102 | 111-7030-421.61-20 | DOG FOOD FOR K-9 KILO | 47.95 | N |
| | | | | 47.95 | |
| RICOH USA, INC. | 5037494154 | 111-6010-451.56-41 | PRINTING COSTS 7/15-8/15 | 156.90 | N |
| | | | | 156.90 | |

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
9-21-15**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount | Prepaid YN |
|-------------------------------------|-----------------|--------------------|--------------------------|--------------------|------------|
| SAN DIEGO REGIONAL TRAINING CENTER | 24353 | 111-7010-421.59-15 | REGISTRATION-J.ANDERSON | 622.00 | N |
| | | | | 622.00 | |
| SANTA FE BUILDING MAINTENANCE | 14152 | 111-6020-451.56-41 | JANITORIAL SRVCS-P&R | 655.00 | N |
| | 14153 | 111-6020-451.56-41 | JANITORIAL SRVCS-P&R | 250.00 | N |
| | 14154 | 111-6020-451.56-41 | JANITORIAL SRVCS-P&R | 310.00 | N |
| | 14155 | 111-6020-451.56-41 | JANITORIAL SRVCS-P&R | 400.00 | N |
| | 14157 | 111-6020-451.56-41 | JANITORIAL SRVCS-P&R | 310.00 | N |
| | | | | 1,925.00 | |
| SC FUELS | 2861580 | 741-8060-431.62-30 | FUEL PURCHASE | 12,792.20 | N |
| | | | | 12,792.20 | |
| SCPLRC | FY 15/16 SCPLRC | 111-0230-413.59-15 | ANNUAL MEMBERSHIP DUES | 150.00 | N |
| | | | | 150.00 | |
| SMART & FINAL | 909592B | 111-0110-411.66-05 | STATE OF THE CITY SUPPLY | 155.40 | N |
| | 3192200104744 | 111-7010-421.61-20 | MEETING SUPPLIES | 62.12 | N |
| | 307 | 111-7010-421.61-20 | MEETING SUPPLIES | 9.89 | N |
| | | | | 227.41 | |
| SMITH FASTENER | 56535 | 535-6090-452.61-20 | REPLACEMENT BOLTS | 7.41 | N |
| | | | | 7.41 | |
| SOUTH COAST AIR QUALITY MGMT DISTR. | 2864604 | 741-8060-431.43-20 | ANNUAL OPERATING FEES | 346.54 | N |
| | 2863326 | 741-8060-431.43-20 | EMISSIONS FEE | 121.44 | N |
| | | | | 467.98 | |
| SOUTHERN CALIFORNIA EDISON | 7/20/15-8/18/15 | 111-8020-431.62-10 | ACCT# 2-01-855-1671 | 2,114.01 | N |
| | 8/5/15-9/3/15 | 231-3024-415.62-10 | ACCT# 2-15-735-6825 | 818.64 | N |
| | 7/20/15-8/17/15 | 535-8016-431.62-10 | ACCT# 2-28-120-2671 | 23,434.23 | N |
| | 7/20/15-8/17/15 | 681-8030-461.62-20 | ACCT# 2-28-120-2671 | 10,698.40 | N |
| | 7/8/15-8/21/15 | 111-8022-419.62-10 | ACCT# 2-37-601-8396 | 385.15 | N |
| | | | | 37,450.43 | |

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
9-21-15**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount | Prepaid Y/N |
|--------------------------------|-----------------|--------------------|---------------------------|--------------------|-------------|
| SPARKLETT'S | 14430181 082015 | 111-0230-413.61-20 | WATER BOTTLES | 11.94 | N |
| | 4533656 082015 | 111-0110-411.61-20 | OFFICE WATER FOR MEETINGS | 73.89 | N |
| | 4533656 082015 | 111-0210-413.61-20 | OFFICE WATER FOR MEETINGS | 73.88 | N |
| | | | | 159.71 | |
| STACY MEDICAL CENTER | 3160-13016 | 111-7022-421.56-15 | PRE-BOOKING/CUSTODY EXAM | 480.00 | N |
| | | | | 480.00 | |
| SUNGARD PUBLIC SECTOR INC. | 105746 | 111-9010-419.43-15 | SEPT 2015 MAINTENANCE | 10,437.81 | N |
| | | | | 10,437.81 | |
| SUSAN CRUM | 0410050257117 | 111-0210-413.61-20 | MEETING SUPPLIES | 33.28 | N |
| | | | | 33.28 | |
| SWCA ENVIRONMENTAL CONSULTANTS | 41867 | 114-6010-451.73-10 | SURVEY CONSULTATION COSTS | 3,187.00 | Y |
| | 41867 | 535-8016-431.73-10 | SURVEY CONSULTATION COSTS | 6,000.00 | Y |
| | | | | 9,187.00 | |
| TELEPACIFIC COMMUNICATIONS | 69824329-0 | 111-9010-419.53-10 | ACCT # 130418 | 1,177.01 | N |
| | 69824329-0 | 111-7010-421.53-10 | ACCT # 130418 | 1,107.87 | N |
| | | | | 2,284.88 | |
| THE FORMS DESK, INC. | 24817 | 111-3010-415.61-20 | LICENSE BLUE ENVELOPES | 284.74 | N |
| | | | | 284.74 | |
| THE GAS COMPANY | 7/9/15-8/7/15 | 111-6022-451.62-10 | ACCT# 069 922 7211 9 | 235.23 | N |
| | 7/9/15-8/7/15 | 111-8020-431.62-10 | ACCT# 069 922 7211 9 | 68.29 | N |
| | 7/9/15-8/7/15 | 111-7020-421.62-10 | ACCT# 069 922 7211 9 | 297.46 | N |
| | 7/9/15-8/7/15 | 111-8022-419.62-10 | ACCT# 069 922 7211 9 | 71.35 | N |
| | | | | 672.33 | |
| THE OFFICE CONNECTION | 19783 | 111-9010-419.61-20 | PAPER FOR BUDGET BOOKS | 75.65 | N |
| | | | | 75.65 | |

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
9-21-15**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount | Prepaid YN |
|-------------------------------------|-----------------|--------------------|---------------------------|--------------------|------------|
| TOMARK SPORTS | 97136045 | 111-6010-451.43-25 | BACKBOARD PADDING- GYM | 425.16 | N |
| | | | | 425.16 | |
| TRABUCO RESEARCH AND TRAINING | 9/14/15-9/16/15 | 111-7010-421.59-15 | BASIC CRIME MAPPING TRAIN | 300.00 | Y |
| | | | | 300.00 | |
| TRUCK VAULT | 144916 | 111-7030-421.61-20 | CAR VAULT | 806.00 | N |
| | | | | 806.00 | |
| TRUGREEN LANDCARE | 7991363 | 111-8095-431.56-60 | LANDSCAPE MAINTENANCE-AUG | 10,405.80 | N |
| | 7991363 | 231-3024-415.56-41 | LANDSCAPE MAINTENANCE-AUG | 1,357.98 | N |
| | 7991363 | 535-6090-452.56-60 | LANDSCAPE MAINTENANCE-AUG | 7,494.96 | N |
| | | | | 19,258.74 | |
| U.S. BANK | PPE 09-13-15 | 802-0000-217.30-20 | PART-TIME EMP DEDUCTION | 1,551.35 | Y |
| | PPE 09-13-15 | 802-0000-217.30-20 | EMPLOYER CONTRIBUTION | 2,530.30 | Y |
| | PPE 09-13-15 | 802-0000-218.10-05 | EMPLOYER CONTRIBUTION | 8,129.80 | Y |
| | PPE 09-13-15 | 802-0000-218.10-05 | EMPLOYER ENHANCEMENT CONT | 3,275.00 | Y |
| | | | | 15,486.45 | |
| U.S. HEALTH WORKS | 2771124-CA | 111-0230-413.56-41 | PRE-EMPLOYMENT PHYSICAL | 242.00 | N |
| | 2763517-CA | 111-0230-413.56-41 | PRE-EMPLOYMENT PHYSICAL | 276.00 | N |
| | | | | 518.00 | |
| UNDERGROUND SERVICE ALERT OF SO CAL | 820150124 | 221-8014-429.56-41 | UNDERGROUND SERVICE ALERT | 262.50 | N |
| | | | | 262.50 | |
| UNITED WAY OF GREATER | PPE 09-13-15 | 802-0000-217.60-20 | EMPLOYEE DEDUCTION | 5.00 | N |
| | | | | 5.00 | |
| URBAN FUTURES INCORPORATED | CD 0515-065 | 111-9010-419.56-41 | REVENUE REFUNDING BONDS | 1,850.00 | N |
| | | | | 1,850.00 | |

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
9-21-15**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount | Prepaid YN |
|-------------------------------------|----------------|--------------------|---------------------------|--------------------|------------|
| VALLARTA COLLISION & BODY SHOP INC. | 1600 | 741-8060-431.43-20 | REPAIR TO UNIT #912 | 999.77 | N |
| | 1599 | 741-8060-431.43-20 | REPAIR TO BUS UNIT #941 | 875.00 | N |
| | | | | 1,874.77 | |
| VERIZON WIRELESS | 9750775618 | 741-8060-431.43-20 | ACCT# 572557978-00001 | 339.75 | N |
| | | | | 339.75 | |
| VICTOR SMOG TEST CENTER | 33378 | 741-8060-431.43-20 | SMOG CHECK FOR UNIT#884 | 33.00 | N |
| | 33140 | 741-8060-431.43-20 | SMOG CHECK FOR UNIT#346 | 33.00 | N |
| | 33249 | 741-8060-431.43-20 | SMOG CHECK FOR UNIT#332 | 33.00 | N |
| | 33240 | 741-8060-431.43-20 | SMOG CHECK FOR UNIT#347 | 33.00 | N |
| | 33153 | 741-8060-431.43-20 | SMOG CHECK FOR UNIT#186 | 33.00 | N |
| | 33051 | 741-8060-431.43-20 | SMOG CHECK FOR UNIT#181 | 33.00 | N |
| | 33067 | 741-8060-431.43-20 | SMOG CHECK FOR UNIT#217 | 33.00 | N |
| | 33114 | 741-8060-431.43-20 | SMOG CHECK FOR UNIT#182 | 33.00 | N |
| | | | | 264.00 | |
| VIZANT TECHNOLOGIES, LLC | CITYHP-12 | 111-9010-419.33-10 | COST REDUCTION- JULY 2015 | 52.39 | N |
| | CITYHP-11 | 111-9010-419.33-10 | COST REDUCTION- JUNE 2015 | 44.88 | N |
| | CITYHP-9 | 111-9010-419.33-10 | COST REDUCTION-APRIL 2015 | 48.48 | N |
| | CITYHP-10 | 111-9010-419.33-10 | COST REDUCTION- MAY 2015 | 49.63 | N |
| | | | | 195.38 | |
| WALTER VELASQUEZ | 54545/55006 | 111-0000-228.20-00 | DEPOSIT REFUND-SOCIAL | 500.00 | N |
| | | | | 500.00 | |
| WALTERS WHOLESALE ELECTRIC COMPANY | 2098761-00 | 535-8016-431.61-45 | STREET LIGHT WIRE | 605.23 | N |
| | | | | 605.23 | |
| WATER REPLENISHMENT DISTRICT OF | 2378 | 681-8030-461.41-00 | GROUND WATER PRODUCTION | 66,898.37 | N |
| | | | | 66,898.37 | |
| WELLS FARGO | 8/21/15 | 111-7010-421.61-20 | ACCT# 4856 2002 3637 4495 | 100.22 | N |
| | | | | 100.22 | |

**CITY OF HUNTINGTON PARK
DEMAND REGISTER
9-21-15**

| Payee Name | Invoice Number | Account Number | Description | Transaction Amount | Prepaid Y/N |
|---------------------------|----------------|--------------------|--------------------------|--------------------|-------------|
| WELLS FARGO BANK-FIT | PPE 09-13-15 | 802-0000-217.20-10 | FEDERAL TAX DEPOSIT | 47,835.00 | Y |
| | | | | 47,835.00 | |
| WELLS FARGO BANK-MEDICARE | PPE 09/13/15 | 802-0000-217.10-10 | MEDICARE TAX DEPOSIT | 6,730.68 | Y |
| | | | | 6,730.68 | |
| WELLS FARGO BANK-SIT | PPE 09/13/15 | 802-0000-217.20-20 | STATE TAX DEPOSIT | 16,575.96 | Y |
| | | | | 16,575.96 | |
| WESTERN FENCE & SUPPLY CO | 19738-44794 | 535-6090-452.61-20 | BRACKETS | 116.50 | N |
| | | | | 116.50 | |
| WHITTIER FERTILIZER CO. | 295803 | 535-6090-452.61-20 | PLANTER BARK | 324.50 | N |
| | | | | 324.50 | |
| XEROX CORPORATION | 081147879 | 111-7030-421.44-10 | PRINTER CHARGES | 446.91 | N |
| | 081147878 | 111-8020-431.43-05 | COPIER SUPPLIES/MAINTAIN | 145.46 | N |
| | 081147878 | 285-8050-432.43-05 | COPIER SUPPLIES/MAINTAIN | 145.47 | N |
| | 081147878 | 681-8030-461.43-05 | COPIER SUPPLIES/MAINTAIN | 145.46 | N |
| | | | | 883.30 | |
| | | | | 874,448.95 | |



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

September 21, 2015

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

APPROVAL AND ADOPTION OF FISCAL YEAR (FY) 2014-2015 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a public hearing;
2. Take public testimony;
3. Adopt the Fiscal Year 2014-2015 Consolidated Annual Performance and Evaluation Report (CAPER); and
4. Authorize the Interim City Manager to transmit this report to the U.S. Department of Housing and Urban Development (HUD) by September 28, 2015.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park is required to submit a Consolidated Annual Performance and Evaluation Report (CAPER) within 90 days following the end of the program year — in accordance with U.S. Department of Housing and Urban Development (HUD) guidelines. The purpose of the CAPER is to highlight the City's achievements during the fiscal year ending June 30, 2015 for:

1. Community Development Block Grant (CDBG) and
2. HOME Investment Partnership Act (HOME) Programs

The CAPER reports the City's progress in carrying out its strategic plan (Consolidated Plan) and its action plan (Annual Action Plan). The City is required to prepare a Consolidated Plan every five years prescribing the proposed use of CDBG, HOME, and other applicable federal program monies.

This is the City's fifth and final CAPER under the 2010-2015 Consolidated Plan. The Consolidated Plan identifies the City's overall vision and strategy for addressing housing

APPROVAL AND ADOPTION OF FISCAL YEAR (FY) 2014-2015 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

September 21, 2015

Page 2 of 4

and non-housing community development needs in Huntington Park, while the Annual Action Plan provides the short-term goals for the implementation of the Consolidated Plan's goals.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

This is the City's fifth and final CAPER under the Five-Year Consolidated Plan for Fiscal Years 2010/11 – 2014/15. During FY 2014-2015 specifically, the City had available the following federal resources:

The City of Huntington Park had approximately \$1.5 in CDBG monies available for FY 2014-2015, composed of:

- \$1,308,812 Entitlement Funds
- \$263,069 Carry Forward Funds
- \$1,900 Program Income

CDBG funds were allocated to four major categories:

1. Commercial Rehabilitation
2. Public Services
3. Code Enforcement
4. Program Administration

The City of Huntington Park also had available approximately \$1.5 million in HOME funding for FY 2014-2015, composed of:

- \$483,645 Entitlement Funds
- \$987,236 Carry Forward Funds

Despite continuous reductions in entitlement funds from 2010 to the present (in 2010, the CDBG and HOME entitlements were \$1,736,277 and \$913,714, respectively, a reduction of nearly 25% in CDBG over the five years, and an almost 50% reduction in HOME), the City has still strived to meet its Consolidated Plan and Annual Action Plan goals, see below.

APPROVAL AND ADOPTION OF FISCAL YEAR (FY) 2014-2015 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

September 21, 2015

Page 3 of 4

CONSOLIDATED PLAN OBJECTIVES AND ACCOMPLISHMENTS

| 2010/11-2014/15 Consolidated Plan Objectives | 5-Year Goal | 5-Year Accomplishment | Percent Completed |
|---|---------------------|----------------------------------|---|
| HOME – Residential Rehabilitation | 30 Housing Units | 17 Housing Units | 57% (Underperformed due to major reductions in HOME funding) |
| HOME – Affordable Housing Development (Acquisition/Rehab) | 40 Housing Units | 24 Housing Units | 60% (Underperformed due to major reductions in HOME funding) |
| HOME – Tenant Based Rental Assistance | 110 Households | 99 Households | 90% |
| CDBG – Minor Home Repair | 150 Housing Units | 24 Housing Units | 16% (Program was defunded in 2013/14 due to staff and CDBG funding shortages) |
| CDBG – Code Enforcement | 1,500 Housing Units | 5,167 Housing Units | 345% |
| CDBG – Commercial Rehabilitation | 15 Businesses | 9 Businesses | 60% (Underperformed due to reductions in CDBG funding) |
| CDBG – Emergency Services (Services for Homeless) | 14,250 Persons | 19,950 Persons | 140% |
| CDBG – Youth Services | 11,750 Persons | 10,150 Persons | 86% |
| CDBG – Child Care Services | 500 Persons | 156 Persons | 31% (Programs were defunded in 2013/14 due to reductions in CDBG funding) |
| CDBG – Senior Services | 425 Persons | 360 Persons | 85% (Programs were defunded in 2013/14 due to reductions in CDBG funding) |
| CDBG – Community Beautification (Graffiti Removal) | 57,751 Persons | 57,751 Persons | 100% |
| CDBG – Health Services | 3,250 Persons | 398 Persons | 12% (Programs were defunded in 2011/12 due to reductions in CDBG funding) |
| CDBG – Fair Housing Services | 1,500 Persons | 1,409 Persons | 94% |

APPROVAL AND ADOPTION OF FISCAL YEAR (FY) 2014-2015 CONSOLIDATED ANNUAL PERFORMANCE AND EVALUATION REPORT (CAPER)

September 21, 2015

Page 4 of 4

**CONSOLIDATED PLAN
OBJECTIVES AND ACCOMPLISHMENTS**

| 2010/11-2014/15 Consolidated Plan | | | |
|--|------------------------|----------------------------------|--|
| Objectives | 5-Year Goal | 5-Year Accomplishment | Percent Completed |
| CDBG – Infrastructure Improvements | 3,611 Persons | 0 Persons | 0% (Downtown Public Improvement Project funded in 2012/13 is underway) |
| CDBG – Community Facility Improvements | 2 Community Facilities | 2 Community Facilities | 100% |
| CDBG – Section 108 Loans | Not Applicable | Not Applicable | Two Section 108 Loans were paid off in FY 2013/14 |
| CDBG - Clean-Up of Contaminated Site | 1 Business | 0 Businesses | 0% (Project is still underway) |

CONCLUSION

It is recommended that after conducting the public hearing, the City Council accept the City's FY 2014-2015 Consolidated Annual Performance and Evaluation Report, inclusive of public comments, and authorize the City Manager to execute all required documents for transmittal to the U.S. Department of Housing and Urban Development (HUD) by the federal deadline of September 28, 2015.

Respectfully submitted,



JOHN A. ORNELAS
Interim City Manager

ATTACHMENTS

A: Draft Fiscal Year 2014-2015 Consolidated Annual Performance and Evaluation Report (CAPER)



CITY OF HUNTINGTON PARK

CONSOLIDATED ANNUAL PERFORMANCE & EVALUATION REPORT (CAPER)

JULY 1, 2014 – JUNE 30, 2015

**CITY OF HUNTINGTON PARK
COMMUNITY DEVELOPMENT DEPARTMENT
6550 MILES AVENUE
HUNTINGTON PARK, CA 90255**

CONSULTANT TO THE CITY:



HUNTINGTON PARK 2014-15 CAPER

TABLE OF CONTENTS

| SECTION | PAGE |
|---|------|
| I. Introduction..... | 1 |
| II. Federal Resources | 2 |
| III. General Narratives | 3 |
| A. Outcome Measurement Performance Framework | 3 |
| B. Assessment of Progress Towards 1 & 5 Year Goals/Objectives | 5 |
| C. Affirmatively Furthering Fair Housing | 32 |
| D. Affordable Housing Actions | 40 |
| E. Continuum of Care | 45 |
| F. Other Actions | 49 |
| G. Leveraging Resources | 54 |
| H. Citizen Comments | 56 |
| I. Self-Evaluation..... | 57 |
| IV. Program Narratives | 58 |
| A. CDBG..... | 58 |
| B. HOME | 60 |

Appendices

- Exhibit 1: Table 3A (Summary of Specific Annual Objectives)
 - Exhibit 2: Table 2A (Priority Housing Needs/Investment Plan)
 - Exhibit 3: Table 3B (Annual Housing Completion Goals)
 - Exhibit 4: Table 2B (Priority Community Development Needs)
 - Exhibit 5: Summary of Accomplishments (IDIS Report: C04PR23)
 - Exhibit 6: Summary of Consolidated Plan Projects (IDIS Report: C04PR06)
 - Exhibit 7: CDBG Financial Summary (IDIS Report: C04PR26)
 - Exhibit 8: CDBG Activity Summary Report (IDIS Report: C04PR03)
 - Exhibit 9: CDBG Performance Measurement Report (IDIS Report: C04PR83)
 - Exhibit 10: CDBG Strategy Area, CDFI, and Local Target Area Report (IDIS Report: C04PR84)
 - Exhibit 11: HOME Housing Performance Report (IDIS Report: C04PR85)
 - Exhibit 12: CDBG Housing Performance Report (IDIS Report: C04PR85)
 - Exhibit 13: Annual Performance Report HOME Program (OMB Approval No. 2506-0171)
 - Exhibit 14: HOME Match Report Form HUD-40107-A (OMB Approval No. 2506-0171)
-

I. INTRODUCTION

The City of Huntington Park is required to submit a Consolidated Annual Performance and Evaluation Report (CAPER)—in accordance to U.S. Department of Housing and Urban Development (HUD) guidelines. The purpose of the CAPER is to highlight the City's achievements during the fiscal year ending June 30, 2015 for:

- Community Development Block Grant (CDBG) and
- HOME Investment Partnership Act (HOME) Programs

The CAPER reports the City's progress in carrying out its strategic plan (Consolidated Plan) and its action plan (Annual Action Plan). The City is required to prepare a Consolidated Plan every five years prescribing the proposed use of CDBG, HOME, and other applicable federal program monies.

This is the City's fifth and final CAPER under the 2010-15 Consolidated Plan. The Consolidated Plan identifies the City's overall vision and strategy for addressing housing and non-housing community development needs in Huntington Park, while the Annual Action Plan provides the short-term goals for the implementation of the Consolidated Plan's goals.

II. FEDERAL RESOURCES

Community Development Block Grant (CDBG)

The City of Huntington Park had approximately \$1.5 million in CDBG monies available for FY 2014-15, comprised of:

- \$1,308,812 Entitlement Funds
- \$ 263,069 Unexpended Balance
- \$ 1,900 Program Income

The City did not undertake activities during the program year which generated income from float-funded activities, sale of real property, prior period adjustments, loans outstanding or written off, CDBG acquired property available for sale, or lump sum drawdown payments.

CDBG funds were allocated to four major categories:

1. Commercial Rehabilitation
2. Public Services
3. Code Enforcement
4. Program Administration

Home Investment Partnership Program (HOME)

The City of Huntington Park had approximately \$1.47 million in HOME funding for FY 2014-15, comprised of:

- \$483,645 Entitlement Funds
- \$987,236 Unexpended Balance

HOME funds were allocated to two major categories:

1. Tenant Based Rental Assistance
2. Program Administration

III. GENERAL NARRATIVES

A. OUTCOME MEASUREMENT PERFORMANCE FRAMEWORK

In 2005, HUD's Office of Community Planning Development (CPD) established a new CPD Outcome Performance Measurement System. The first component of the Measurement System offers three possible objectives for each activity based on the general statutory purpose of HUD programs. The second component of the system specifies program outcomes designed to capture the expected result of the objective, or what the City seeks to achieve.

When funding an activity, the City determines which of the three objectives best describes the purpose of the activity. The three objectives are:

- Suitable Living Environment (SL) – This objective relates to activities that are designed to benefit communities, families, or individuals by addressing issues in their living environment.
- Decent Housing (DL) – This objective focuses on housing programs whose purpose is to meet individual, family or community needs and not programs where housing is an element of a larger effort, which would be reported under Suitable Living Environment.
- Creating Economic Opportunities (EO) – This objective applies to the types of activities related to economic development, commercial revitalization, or job creation.

Once the objective for the activity is identified, the City determines which of the three outcome categories best reflects what the City seeks to achieve. The three outcome categories are:

- (Outcome 1) Availability/Accessibility – This outcome category applies to activities that make services, infrastructure, public services, public facilities, housing, or shelter available or accessible to low and moderate income people, including persons with disabilities.
- (Outcome 2) Affordability – This outcome category applies to activities that provide affordability in a variety of ways in the lives of low and moderate income people. It can include the creation or maintenance of affordable housing, basic infrastructure improvements, or services such as day care.

- (Outcome 3) Sustainability – This outcome category applies to promoting livable or viable communities through activities aimed at improving communities, helping to make them livable or viable by providing benefit to persons of low and moderate income, or by removing or eliminating slums or blighted areas.

Each outcome category can be connected to each of the overarching objectives, resulting in a total of nine groups of outcome/objective alternatives as indicated in Exhibit 1 (Table 3A – *Statement of Specific Annual Objectives*) at the end of the this report.

B. ASSESSMENT OF PROGRESS TOWARD ONE-YEAR AND FIVE-YEAR GOALS AND OBJECTIVES

The City of Huntington Park has made considerable progress towards meeting the five-year goals of the Consolidated Plan. Below is a summary of the aggregated accomplishments from FY 2014-15 towards meeting the policy needs identified in the 2010-2015 Consolidated Plan.

Priority 1.1: Maintain and Strengthen Housing and Neighborhoods

Five-Year Objectives:

- 1. Assist 30 single-family homeowners through Residential Rehabilitation Program**
- 2. Assist 150 homeowners through Minor Home Repair Program**
- 3. Complete corrections to 1,500 properties through Code Enforcement Program**
- 4. Implement Code Enforcement Strategy**
- 5. Conduct monthly meetings with Neighborhood Improvement Associations**
- 6. Develop a Neighborhood Improvement Action Plan**

Accomplishments for FY 2014-15

Objective 1:

Residential Rehabilitation Program: This program provides assistance up to \$50,000 for property renovations and rehabilitation for owner-occupied single family homes and rental units. In January 2009 the City revised the Residential Rehabilitation Program guidelines to include a forgivable component of up to \$25,000 of the \$50,000 loan for repairs that correct health, safety, and building code violations. In addition, the City coupled the revised guidelines with a targeted marketing campaign that proved successful. Eligible improvements through the Residential Rehabilitation program include new roofs, plumbing, electrical upgrades, GFI outlets, smoke detectors, new windows, new doors, interior and exterior paint, and when feasible, room additions to mitigate overcrowding.

In FY 2014-15, the City approved a HOME-funded Residential Rehabilitation Program, however no loans/grants were funded. The program was continued into FY 2015-16 and the City will contract with Neighborhood Housing Services of Los Angeles County (NHS) to help administer the program.

Objective 2:

Minor Home Repair Program: In general, this program provides exterior minor home repair services to eligible elderly, handicapped, low and very low-income households. During FY 2014-15, the City did not fund the Minor Home Improvement Program.

Objective 3:

Code Enforcement: Huntington Park's Code Enforcement Division is responsible for proactively and reactively addressing all Municipal Code violations on private and public property within the City. Code Enforcement is also responsible for addressing violations of the County's Health Code and the City's Building and Safety Codes. Code Enforcement works with property owners, landlords, and tenants to correct violations in a safe and timely manner with an emphasis on voluntary compliance. The purpose of the Code Enforcement Program is to eliminate unsafe conditions and blight and to improve the quality of life within the community. The program provides property inspections in the vicinity of CDBG-funded activities, target areas and in Census Tracts having a predominance of low- and moderate-income residents.

During FY 2014-15, Code Enforcement Officers conducted 664 housing inspections for Municipal Code violations. This is down from 1,013 inspections in FY 2013-14. Code Enforcement Officers also handled the 569 cases carried over from the prior fiscal year that were still pending mitigation. Of these 1,233 total cases, 679 violations were mitigated, with the balance of 554 code enforcement cases still open and pending resolution.

Objective 4:

Code Enforcement Strategy: In November 2009, the City Council approved Phase I of a Code Enforcement Strategy which outlined various City programs that, together with Code Enforcement, would arrest the physical and economic blight in the City.

Phase 2 of the Strategy proposed development and implementation of a Systematic Rental Property Inspection Program to target and fix some of the City's most distressed multi-unit residential buildings. It is envisioned that this new program would involve certification of code compliance of all 11,000 rental units in the City in conjunction with annual business license renewal. The program would consequently generate revenues that would eventually allow the Code Enforcement Division to be self-sustaining and no longer dependent on CDBG funding.

Phase 3 of the Code Enforcement Strategy involves the development of other activities and programs that would meet the needs of the community, such as a Lead-Based Paint Identification and Remediation Program. The Strategy recommended that a new Code Enforcement Manager be hired to develop and implement Phases 2 and 3.

While staff has identified other programs that do work with Code Enforcement to arrest the physical and economic decline of the City, as described in Phase I, staff is continuing to develop methods for capturing performance data to support this effort. Phases 2 and 3 are currently on hold as the City is experiencing a hiring freeze due to budget constraints.

Objective 5:

Neighborhood Improvement Program: The Neighborhood Improvement Program continues to improve the quality of life for the residents of Huntington Park. The program has become more effective in addressing public safety-related issues in neighborhoods, which in return has helped improve the quality of life of many residents. The Neighborhood Improvement Program is administered by the Huntington Park Police Department and has expanded its impact in various neighborhoods within the City. Input received from residents in all four Neighborhood Improvement Areas is used to report back to applicable City Departments for appropriate follow-up. Comments received at Neighborhood Improvement meetings typically revolve around code enforcement issues, crime, and needed public infrastructure improvements.

Neighborhood Improvement Accomplishments during FY 2014-15:

- ***Neighborhood Improvement and Block Watch Areas:*** Four Neighborhood Improvement and Block Watch (NI/BW) Areas are established within the City of Huntington Park. All 3.3 square miles of the City are included within the four NI/BW areas.
- ***Monthly Neighborhood Improvement Meetings:*** In March of 2010, the Huntington Park Police Department and City Officials agreed to change Neighborhood Meetings from three times a month, in three different areas, to only the first Tuesday of every month and held at one centralized location – the Huntington Park Community Center at 6925 Salt Lake Avenue. This approach was implemented for a year and was not well received. The three Neighborhood Improvement Areas were not well represented at the new centralized location. Subsequently in January 2012, Neighborhood Improvement staff started holding meetings at three different locations in close proximity to the four Neighborhood Improvement Areas that were originally established in Huntington Park. The locations are: Huntington Park Community Center at 6925 Salt Lake Avenue; Freedom Park at 3801 E. 61st Street; and Raul P. Perez Memorial Park at 6208 Alameda Street. Neighborhood Improvement staff are continuing to look for alternate ways to promote the meetings.

Specifically in FY 2014-15, eleven monthly Neighborhood Improvement meetings were held in an effort to address neighborhood problems, concerns and issues. The focus is to inform and educate residents on issues such as crime prevention and city beautification. Therefore, every meeting consists of a different topic presented by city personnel, police personnel, or outside agencies. Attendance ranged from 20-25 residents per meeting.

- ***Service Request Forms:*** Every resident has the option to fill out a service request form with detailed information about their current issue. This form is used to notify proper city personnel about resident issues in a timely manner. When a service request form is completed, the Neighborhood Improvement Program Coordinator informs her Chain of Command. The Chief of Police sends this request to the appropriate supervisor and it is required to be returned with action taken within 36 hours.
- ***Organized Neighborhood Cleanups:*** Six successful neighborhood cleanups were conducted with an approximate total of over 300 participants. The Environmental Services Department and the Neighborhood Improvement Program partner to promote and execute successful city-wide clean ups throughout the year. Tools and supplies are provided to all participants by the Neighborhood Improvement and Environmental Services Programs. Free food, refreshments, informational materials, and giveaways are also given to all participants.
- ***Informational Flyers and Other Publications:*** Various city informational flyers and brochures were created to inform residents of all the programs and services that are designed to improve the quality of life in the City of Huntington Park. These informational sheets and brochures included telephone numbers to the various departments within the city, workshops or seminars offered at no charge to the residents, and more. In addition, information regarding program activities can be found on the Huntington Park City website.
- ***Residents as a "New Voice":*** Through participation, residents have taken a more active role in prioritizing their neighborhood issues, and have been able to influence City decisions. Residents are reminded to take personal responsibility and be mindful of their actions. They are reminded to keep a watchful eye in their neighborhood, and to report any unfamiliar/suspicious activity or person.
- ***National Night Out:*** Every year the City of Huntington Park and the Huntington Park Police Department celebrate National Night Out on the first Tuesday in August. This community event attracts over 1,500 residents. Residents are encouraged to attend this event because it is a night where we can safely give crime a going away

party. The event is free and many outside agencies are invited to participate yearly. It is a night for us to stand together in promoting awareness, safety, and neighborhood unity in our community. For the past 18 years, the Huntington Park Police Department has been recognized for its outstanding participation in “America’s Night Out Against Crime” event. This recognition could not have been achieved without the support and participation of our residents.

- ***Christmas Award:*** Residents from our community are invited to decorate their homes and show off their Christmas spirit. Residents may submit their nominations by phone or e-mail to the Neighborhood Improvement Program Coordinator. The Mayor drives to the homes that have been nominated and selects the top three best decorated homes. These residents receive a certificate by the council and a lawn sign for best decorated homes.
- ***Neighborhood Improvement Action Council:*** NIP staff has also developed a Neighborhood Improvement Action Council, whose mission is to improve the environment and promote community activities in the City through civic engagement and advocacy. Council objectives include:
 1. Meet monthly for reporting, decision making and event planning.
 2. Develop annual neighborhood improvement action plan (NIP) to include projects and events that will benefit the city.
 3. Recruit and develop new civic leaders from each neighborhood improvement area.
 4. Recruit volunteers for city and civic sponsored events.
 5. Provide feedback on community planning, wellness initiatives and public safety activities by the city of Huntington Park, county of Los Angeles and state of California.
 6. Provide neighborhood outreach.
 7. Develop and coordinate fundraising activities to support city projects.
 8. Provide trainings to develop advocacy and leadership skills.

Objective 6:

Neighborhood Improvement Action Plan: While the Neighborhood Improvement Program has been effective in addressing public safety-related issues in residential neighborhoods and organizing community events as listed above, the Community Development Department currently desires to enhance the program to incorporate more services, outreach, and activities in focused neighborhoods in most need of intervention. It is the City’s goal that the Police Department will develop a Neighborhood Improvement Action Plan describing a comprehensive approach to delivering public services to focused

neighborhoods in Huntington Park.

The objectives of the Neighborhood Improvement Program are to eliminate crime and blight; preserve the existing housing stock; promote decent, safe, and sanitary housing; revitalize neighborhoods; and empower residents through activism, volunteerism, and community pride.

During FY 2014-15, progress on the Neighborhood Improvement Action Plan was stalled due to staff turnover within the Program. It is the goal of the Community Development Department that a draft of the NIP Action Plan will be developed in the near future.

The focus of the NIP Action Plan will be to:

- Develop goals and objectives that support the elimination of substandard housing, blight, and crime.
- Identify focus neighborhoods where the NIP will deliver newly defined services, outreach, and activities.
- Identify resident and neighborhood needs (e.g. community services, public infrastructure, code enforcement, etc.) eligible for government and private assistance.
- Identify public and private services/programs available to residents of focused neighborhoods (e.g. residential rehabilitation, commercial rehabilitation, minor home repair, economic development, after-school care, emergency services, health services, lead and other hazard reduction and elimination services, etc.).
- Describe a method of identifying residents or areas that may qualify for CDBG interim assistance¹ for the following activities:
 - The repairing of streets, sidewalks, parks, playgrounds, publicly owned utilities, and public buildings.
 - The execution of special garbage, trash, and debris removal, including neighborhood cleanup campaigns (but not the regular curbside collection of trash in an area).

¹ § 24 CFR 570.202 (f) *Interim Assistance*. Activities undertaken on an interim basis must be in areas exhibiting objectively determinable signs of physical deterioration where the recipient (City) has determined that immediate action is necessary to arrest the deterioration and that permanent improvements will be carried out as soon as practicable.

- Develop, in conjunction with the Community Development Department, requirements for recipients of residential rehabilitation, commercial rehabilitation, and minor home repair programs that will further the NIP objective of empowering residents through activism and volunteerism, including, for example:
 - Participation in at least one NIP event.
 - Participation in a Code Enforcement Education workshop (to be developed by the Code Enforcement Division).
 - Assistance with NIP outreach efforts (e.g. disseminating information to neighbors, hosting block party).
- Outline partnerships, programs, and activities developed with other City departments and private companies to assist with NIP efforts, such as:
 - Police Department – increased patrolling of focused neighborhoods and gang prevention activities.
 - Code Enforcement – increased interface with code violators on ways to correct code deficiencies, referrals to other services, etc.
 - Fire Department – emergency preparedness training for residents of focused neighborhoods.
 - Public Works – evaluating and coordinating neighborhood infrastructure and capital improvement needs such as increased lighting, sidewalk repairs, tree trimming and removal, etc.
 - Parks and Recreation – outreach to focused neighborhoods on free after school programs and other department services and programs.
 - Other CDBG public service subrecipients – minor home repair, senior services, homeless services, and health services.
 - Other private companies.
- Describe a strategy, including methods and a schedule, to outreach to focused neighborhoods including block parties, newsletters, utility inserts, and brochures, and code enforcement interface.

Progress Towards Five-Year Goals

| 5-Year Objective | Accomplishments in 2014-15 | Cumulative Progress toward 5-year goal |
|---|---|---|
| 1. Assist 30 single-family homeowners through Rehabilitation Program | 0 projects completed | 57% |
| 2. Assist 150 homeowners through Minor Home Repair Program | Program Not Funded | 16% |
| 3. Complete corrections to 1,500 properties through Code Enforcement Program | 664 code violations inspected, 679 cases mitigated | 345% |
| 4. Implement Code Enforcement Strategy | On Hold | Underperforming/ On Hold |
| 5. Conduct monthly meetings with Neighborhood Improvement Associations | A total of 11 meetings were conducted | Met |
| 6. Develop Neighborhood Improvement Program Action Plan | Not Yet Started | Underperforming |

Priority 1.2: Expand the Supply of Affordable Housing

Five-Year Objectives:

- 1. Support development of 40 new rental units affordable to extremely low, low, and moderate income households**
- 2. Support applications for outside funding by local CHDO's to maximize leverage**
- 3. Pursue foreclosed condominiums and resell at affordable prices to low and moderate income households**

Accomplishments for FY 2014-15

Objectives 1 and 2:

The City's Consolidated Plan observed that Huntington Park has low rental vacancy rates combined with high levels of severe renter overcrowding and severe renter overpayment.

Consequently, the City has given high priority to expanding the supply of Affordable Rental Housing by acquiring and rehabilitating buildings.

Over the last several years, the City expended approximately \$2.51 million of gap financing for four affordable housing projects with a local CHDO, the Oldtimers Housing Development Corporation-IV (OHDC-IV), to assist in the acquisition and rehabilitation of 25 units within two geographically targeted areas or “focus neighborhoods”: the Bissell Focus Neighborhood and the Middleton/Malabar Focus Neighborhood. These projects include four units at the Bissell I project located at 6342-6344 Bissell Street; seven units at Bissell II at 6308-6312 Bissell II; four units at Bissell III at 6340 Bissell Street; and ten units at 6822 Malabar Street.

On April 18, 2011, the City Council approved an Affordable Housing Agreement with LINC-Huntington Park Apartment Investors LP (LINC CDC). The Agreement committed \$1.50 million in Federal HOME funds for the development of an affordable housing project at 6337 Middleton Street known as the Mosaic Gardens Project. The project is also located within the Middleton/Malabar focus neighborhood. The property was a 55-room motel situated on the back portion of the Rodeway Inn located on Santa Fe Avenue. LINC CDC redeveloped the motel into a 24-unit rental housing project that includes such on-site amenities as a community room for resident services and programs, a computer room for resident use, and community open space.

The project met the City’s development goals by serving as a catalyst for neighborhood revitalization in the project area, by providing housing opportunities for residents and families, and by achieving a high quality design that enhanced the appearance, livability, and long term durability of the project, neighborhood and community. Additionally, the project provided housing for a population with special needs, which has limited housing opportunities. The City’s Five-Year Consolidated Plan acknowledges the need for special needs housing. It notes that youth leaving the foster care system (“emancipated youth”) are a high risk of special needs population.

The Mosaic Gardens project was completed in December 2013, and the activity was completed in IDIS in July 2014.

| Project | Household Income | | | Total Number of Units |
|--|------------------|-----------|-----------|-----------------------|
| | Extremely Low | Very Low | Low | |
| Bissell I, 6342-6344 Bissell St. | 0 | 0 | 4 | 4 |
| Bissell II, 6308-6312 Bissell St. | 0 | 2 | 4 | 7* |
| Bissell III, 6340 Bissell St. | 0 | 0 | 4 | 4 |
| 6822 Malabar St. | 0 | 2 | 8 | 10 |
| 6337 Middleton Street (Mosaic Gardens) | 15 | 8 | 0 | 24** |
| Total | 15 | 12 | 20 | 49 |

*1 market rate unit. ** 1 manager's unit.

Pending HOME-Funded Affordable Housing Projects

It was the goal of the City of Huntington Park that when the Consolidated Plan period is completed, the City would have provided 35 affordable housing units, 23 of which will be designated HOME units. Nearly 70% of this goal has already been accomplished with the completion of the Mosaic Gardens project located at 6337 Middleton Street. The remaining units are to be accomplished with the completion of two additional affordable housing projects that are currently underway in Huntington Park.

| Total Units (HOME Units) | | | |
|---------------------------------|----------------------------------|--------------|----------------|
| Income Level | 6700-6702/6614 Middleton Project | 6303 Marconi | Totals (HOME) |
| Extremely Low Income | 0 | 0 | 0 |
| Very Low Income | 3 (3) | 0 | 3 (3) |
| Low Income | 8 (8) | 1 (1) | 9 (9) |
| Manager's Unit (unrestricted) | 1 | 0 | 1 |
| Total Units (HOME Units) | 12 (11) | 1 (1) | 13 (12) |

- **6700-6702/6614 Middleton Project:** On May 16, 2011, the City Council approved the First Amendment to the Amended and Restated Affordable Housing Agreement to provide additional financial assistance to the Oldtimers. The Project requires the Oldtimers to rehabilitate five units and construct an additional six units in the following manner:

- A total of eleven units were acquired – the six units previously purchased at 6700-6702 Middleton Street, and the CHDO acquired five additional rental units at 6614 Middleton Street;
- Six of the eleven units purchased by the CHDO will be demolished (two detached units and a duplex above tuck-under parking at 6614 Middleton Street and a duplex with tuck-under parking at 6700-6702 Middleton Street); and
- The remaining five units will be rehabilitated
- Both lots will be consolidated.
- The total allocation was also increased accordingly:

| Sources | Allocation |
|--------------------|--------------------|
| HOME Funds | \$2,040,715 |
| RDA Funds | \$3,059,285 |
| Total Funds | \$5,100,000 |

Status: *The project has been affected by the dissolution of the Huntington Park Redevelopment Agency, which has at least temporarily stripped away approximately \$2.36 million and thus delayed completion of the project. The Developer is looking for other funding sources to complete the project. It is anticipated that the project will move forward in Fiscal Year 2015-16.*

- **6303 Marconi Street:** In FY 2010-11, the Community Development Commission authorized Amendment No. One to the Amended and Restated Affordable Housing Agreement with the Oldtimers Housing Development Corporation – IV (OHDC) to extend financial assistance in the amount of \$235,000 in Neighborhood Stabilization Program (NSP) funding to acquire 6303 Marconi Street, and to provide \$185,611 in financial assistance to the Developer to rehabilitate the Property as an affordable housing project. The developer has portrayed an interest in negotiating an Amended and Restated Affordable Housing Agreement to build a rental unit atop a reconstructed garage at the 6303 Marconi Street project site and to undertake site improvements.

Status: *Acquisition and rehabilitation of the single-family home at 6303 Marconi was completed in September 2011 using NSP funds. The environmental review has been prepared to include the infusion of HOME funds into the project for construction of the additional unit above the garage and Amendment No. Two of the Amended and Restated Affordable Housing Agreement has been drafted for City Council subject to OHDC-IV securing private financing. The City will not move forward on this project with any financial assistance from City HOME funds. The Developer is looking to secure private financing to complete the project.*

Objective 3:

Homeownership Assistance: Promoting homeownership opportunities remains a priority as described in the City's 2008-2014 Housing Element and 2010-15 Consolidated Plan. Pursuant to the FY 2014-15 Annual Action Plan, the City did not allocate any funds for City-sponsored homeownership programs; however the City continues to support outside agencies in educating and assisting low and moderate income renters to move into homeownership. These outside programs include:

- Mortgage Credit Certificate (MCC) Program
- CalHome
- CalHFA Homebuyer's Down Payment Assistance Program
- Southern California Home Financing Authority (SCHFA) First Choice Program
- Independent Lease Finance Authority ACCESS and NHF Gold Programs
- State HCD Building Equity and Growth in Neighborhoods (BEGIN)

Though FY 2014-15 witnessed a continued rise in for-sale housing prices from recent years, the affordability gap still remained too wide for any activity to have occurred between the City and these outside programs.

The City entered into an agreement with Los Angeles County Neighborhood Housing Services (NHS) to provide Huntington Park residences homeownership and residential rehabilitation programs offered by NHS to low and moderate income families.

Progress Towards Five-Year Goals

| 5-Year Objective | Accomplishments in 2014-15 | Cumulative Progress toward 5-year goal |
|--|---|--|
| 1. Support development of 40 new rental units affordable to extremely low, low, and moderate income households | Completed 24 units at 6337 Middleton Street (Mosaic Gardens) in July 2014 | 60% |
| 2. Support applications for outside funding by local CHDO's to maximize leverage | Oldtimers has contributed nearly \$1.75 million towards affordable housing and utilized NSP funds; City also supported LINC's application for low | Met |

| | | |
|---|---|-----------------|
| | income housing tax credits for 6337 Middleton St. | |
| 3. Pursue opportunities for purchase of foreclosed condominiums and resell at affordable prices to low and moderate income households | Not Yet Started | Underperforming |

Priority 1.3: Preserve Existing Affordable Housing

Five-Year Objectives:

- 1. Assist 470 households with tenant-based Section 8 rental assistance**
- 2. Conserve 481 deed-restricted affordable rental units**
- 3. Assist 100 households with Tenant-Based Rental Assistance**

Accomplishments for FY 2014-15

Objective 1:

Section 8 Rental Assistance: The Housing Authority of the County of Los Angeles (HACoLA) administers the Section 8 Rental Assistance Voucher Program within Huntington Park. With this program, an income qualified household (<50% MFI) can use the voucher at any rental complex that accepts Section 8 vouchers. Section 8 tenants pay a minimum of 30 percent of their income for rent and HACoLA pays the difference, up to the payment standard established by HUD.

As of September 2014, 458 Huntington Park households were receiving Section 8 rental assistance, a 6% increase from the 432 households receiving assistance in 2012. Of the 458 households receiving assistance, 88 percent are of Hispanic origin, generally consistent with the ethnic make-up of the City's population. Persons with disabilities comprise 58 percent of the City's Section 8 recipients and 64 percent are seniors, indicative of the high proportion of seniors participating in the program, whereas families with children comprise 18 percent of recipients. With 290 Huntington Park residents on the waiting list for Section 8 assistance, the need for rental assistance is substantial.

Objective 2:

Preservation of Existing Assisted Housing: Huntington Park currently contains eleven assisted rental projects, providing 503 units affordable to lower income households. All nine projects now contain long-term affordability controls, with none at-risk of conversion within the next 15 years.

Acquisition and rehabilitation activities currently underway on the 6700-6702/6614 Middleton Street will contribute another 11 units to the total units available to lower income family households. Each of these new projects will carry long term affordability covenants as required by HOME.

Objective 3:

Tenant-Based Rental Assistance Program: The City has entered into a subrecipient agreement with a nonprofit agency to operate a city-wide Tenant-Based Rental Assistance Program using tenant selection policies and criteria consistent with the City's Consolidated Plan. The City has given local preference to 99 very low-income elderly persons. The program will continue into FY 2015-16.

Progress Towards Five-Year Goals

| 5-Year Objective | Accomplishments in 2014-15 | Cumulative Progress toward 5-year goal |
|--|-------------------------------|--|
| 1. Assist 470 households with tenant-based Section 8 rental assistance | 458 households | 97% |
| 2. Conserve 487 deed-restricted affordable rental units | 503 units preserved | Met (100%) |
| 3. Assist 110 households with tenant-based rental assistance | 99 households | 90% |

Priority 2.1: Provide Support Services and Housing for the Homeless and Near Homeless through Support of Social Service Agencies and Regional Programs

Five-Year Objectives:

1. Coordinate with LAHSA and other communities to provide continuum of care for homeless
2. Support service providers offering facilities and services to homeless, with a goal

to assist 14,250 persons

Accomplishments for FY 2014-15

Objective 1:

Continuum of Care: In May 2009, the City amended its FY 2008-09 Annual Action Plan and Five Year Consolidated Plan to allocate Homelessness Prevention and Rapid Re-Housing Program (HPRP) funds received under the 2009 American Recovery and Reinvestment Act. During FY 2010-11 the City negotiated a partnership between the Los Angeles Homeless Services Authority (LAHSA) and Volunteers of America Greater Los Angeles (VOALA), a nonprofit organization in Greater Los Angeles that provides a diverse range of human services to the community. VOALA is charged with the task of targeting individuals and families currently housed in the City who are at risk of becoming homeless and those who are already experiencing homelessness. LAHSA, to whom HPRP funds were directly subgranted to, is responsible for the administration of HPRP funds and Data Collection and Evaluation. The HPRP program includes financial assistance, housing relocation and stabilization, and rapid re-housing services.

During FY 2011-12, VOALA provided services that prevented 111 (255 total during life of grant) Huntington Park persons and 48 (95 total) Huntington Park households from becoming homeless (Homelessness Prevention), and assisted in re-housing 40 (44 total) persons and 21 (23 total) households to change their homeless status (Rapid Re-Housing). Services provided included: rent subsidies; monetary assistance to pay back-due rent and/or utilities; motel vouchers; security deposits; emergency eviction assistance; and supportive services such as referrals for employment services, food and clothing, public benefits, and financial planning.

All HPRP funds have been expended, therefore there were no programs or activities implemented in FY 2012-13.

Objective 2:

Emergency Shelters: While no emergency shelters are located in Huntington Park, a 350-bed regional shelter is located in the adjacent City of Bell. The Bell Shelter, operated by the Salvation Army, provides emergency and transitional care for up to 340 homeless adults, including 154 in the shelter, 128 in the drug and alcohol program, and 49 in longer term transitional housing. In addition, the Bell Shelter offers vocational assistance, substance abuse rehabilitation, case management, counseling, on-site health care & medical referrals, ESL classes, HIV/AIDS education, 12-step substance abuse recovery program, computer training, job training and referrals, and life skills classes. The goal of the

program is to provide a one-stop solution to the homeless condition by addressing the problems and barriers that keep homeless men and women from achieving self-sufficiency.

Additionally, in response to an increasing number of homeless and chronically ill adults in Los Angeles, the Bell Shelter, in collaboration with the Los Angeles County Department of Mental Health, has developed a program to provide on-site assessment and treatment for homeless clients who are mentally ill or dual diagnosed with mental illness and substance abuse. Funding and support also came from the State Department of Mental Health, the California Endowment, the State Department of Housing & Community Development, the Department of Veterans Affairs, and the Community Development Commission of the County of Los Angeles.

Huntington Park addresses the emergency shelter needs of the homeless and other persons needing shelter by participating in programs administered by homeless service agencies. The Salvation Army/Southeast Community Corps located in Huntington Park and funded by the City will continue to offer emergency motel vouchers, and provide transportation assistance to those individuals who wish to go to the Bell regional shelter or other nearby shelters.

Emergency Services: In FY 2014-15, the City provided funding support to the Southeast Churches Service Center (SCSC). The SCSC Emergency Food Program provides emergency “brown bag” groceries to families, and served 2,659 persons during FY 2014-15. The Center also provides such essential homeless services such as bus tokens and taxi vouchers to link clients with other service agencies.

Through their office in Huntington Park, the Salvation Army/Southeast Communities Corps provides the following emergency services: daily meals; emergency food boxes for families; monthly food bags for seniors; showers; clothing; furniture; bus tokens; emergency motel vouchers; utility assistance; and referrals to outside agencies. Also, a limited amount of emergency rental assistance is at times available for qualified households. The program was not funded in FY 2014-15; however the Huntington Park City Council authorized public service funds to this program in FY 2015-16.

Progress Towards Five-Year Goals

| 5-Year Objective | Accomplishments in 2014-15 | Cumulative Progress toward 5-year goal |
|--|---------------------------------------|---|
| 1. Coordinate with LAHSA and other communities to provide continuum of care for homeless | No activity | Met |
| 2. Support service providers offering facilities and services to homeless, serving 14,250 persons | 2,659 persons served | 140% |

Priority 3.1: Provide Housing and Support Services for Special Needs Populations

Five-Year Objectives:

- 1. Support the provision of housing and services for special needs populations.**

Accomplishments for FY 2014-15

Objective 1:

Housing for Special Needs Populations: Certain segments of the population face greater difficulty in securing adequate and affordable housing due to their special housing needs. Huntington Park's Housing Element contains numerous policies and programs which speak to addressing the housing needs of large families and seniors. Mosaic Garden Affordable Housing Development provides housing to special needs populations, for transitional youth and families with mental health issues. The Integration of community-serving uses with housing, such as childcare, will also be provided in this project.

Minor Home Repair Program: The City has historically funded a Minor Home Repair Program for seniors, disabled persons, and lower income households. The Program was a direct grant to the homeowner for labor and materials for minor repairs to the property, including accessibility improvements. The City granted up to \$3,500 per household and the program was available to multi-family residential properties as well as single-family residential. While the program was discontinued in FY 2014-15, it has been funded in FY 2015-16.

Services for Special Needs Populations: Huntington Park supports a variety of services for special needs populations, both through the City's Parks and Recreation Department, and through support of public service providers. Some of these services include senior meals, HIV/AIDS outreach and testing, and family and emergency services. These services are described under Priority 6.0 – Community Services.

Progress Towards Five-Year Goals

| 5-Year Objective | Accomplishments in 2014-15 | Cumulative Progress Toward 5-year Goal |
|---|-------------------------------|--|
| 1. Support the provision of housing and services for special needs populations. | Ongoing | Met |

Priority 4.1: Provide for New Community Facilities and Improve the Quality of Existing Facilities to Serve Those of Low and Moderate Income

Five-Year Objectives:

- 1. Maximize the effectiveness of available CDBG funds for community facilities consistent with the urgency of the established need for facilities, the availability of other long-term funding for the facilities, and the provision of services at such facilities.**

Accomplishments for FY 2014-15

Objective 1:

Community Centers and Parks/Recreation Facilities: The City Parks and Recreation Department operates six public park facilities and four community centers that accommodate multi-purpose uses for both youth and senior populations. During the Consolidated Plan period, the Department has identified the following projects for which CDBG funds may be requested:

- Keller Park Playground Replacement
- Salt Lake Park Recreation Center Renovation Project
- Perez Park Splash Pad Construction Project
- General Park Improvements identified in the Parks and Recreation Master Plan

Additionally, the Public Works Department has listed these three priority projects for which CDBG funds may be requested:

- Salt Lake Park Playground and Sidewalk Replacement Project
- Salt Lake Park Skate Park Storm Drain Construction Project
- Salt Lake Park Parking Lot Resurfacing Project

In FY 2011-12, CDBG funds were used for two community facility projects. First, the Fitness Room Development Project, which replaced dilapidated exercise equipment with new ADA-accessible, fixed equipment at Salt Lake Park and Raul R. Perez Memorial Park. The renovated Salt Lake Park was completed and open to the public in January 2012; while the new Raul R. Perez Memorial Park Fitness Room was made available to the public on August 13, 2012.

Childcare Centers: Affordable, quality childcare is a significant need in Huntington Park. The City will be supportive of grant applications by outside agencies for development of child care facilities.

Progress Towards Five-Year Goals

| 5-Year Objective | Accomplishments in 2014-15 | Cumulative Progress Toward 5-year goal |
|---|--|--|
| 1. Maximize the effectiveness of available CDBG funds for community facilities. Complete at least one park improvement project. | No public facility projects funded in FY 2014-15 | Met |

Priority 5.1: Provide for Needed Infrastructure Improvements in Low and Moderate Income Areas

Five-Year Objectives:

1. Maximize the effectiveness of available CDBG funds for infrastructure improvements.

Accomplishments for FY 2014-15

Objective 1:

Downtown Public Improvement Project: The City Council awarded CDBG funds to the Downtown Public Improvement Project beginning in FY 2012-13 and again in FY 2013-14 for a total of \$76,000. Funds were allocated to act as a local match source for Phase I of the Downtown Public Improvement Project which consists of the design of street improvements targeted at the downtown, Census Tract 5326.05, along Pacific Boulevard, and Randolph and Florence Streets. Preparation of design plans was completed in FY 2013-14, and approximately 30 percent of construction plans (Phase II) are complete as well. Plans are being developed by Primestor Development Inc. The City anticipates that Phase III of the Downtown Public Improvement Project - the construction of street improvements including lighting, sidewalk construction, crosswalks, and parkway landscape treatments will be complete in the summer of 2016, at which point additional CDBG funds will be infused into the project to complete it.

Capital Improvements Plan: The City's Capital Improvements Plan (CIP) identifies infrastructure and public improvements to be undertaken in Huntington Park. The City has generally relied on a variety of other non-CDBG funding sources to pay for infrastructure improvements, and is actively addressing water, sewer, storm drain and street deficiencies through ongoing projects. Nonetheless, the City may direct CDBG funds towards infrastructure improvements in low and moderate income neighborhoods or in support of

affordable housing as needed, and has assigned a medium priority to this need within the Consolidated Plan. During FY 2014-15, no CDBG funds were used in support of capital improvement projects.

Progress Towards Five-Year Goals

| 5-Year Objective | Accomplishments in 2014-15 | Cumulative Progress Toward 5-year Goal |
|--|---|--|
| 1. Maximize the effectiveness of available CDBG funds for infrastructure improvements. | Design complete for Downtown Public Improvement Project | Met (Not identified as High Priority) |

Priority 6.1: Provide Needed Community Services to Those of Lower and Moderate Income

Five-Year Objectives:

1. Allocate 15% of annual CDBG entitlement towards community services.
2. Youth Services:
Serve 11,750 youth through the following programs:
 - Parks and Recreation After School Program
 - Huntington Park Library Homework Center
 - Huntington Park Police Department Juveniles at Risk Program
3. Childcare Services:
Provide subsidized childcare to 500 children
4. Community Beautification:
Serve all residents City-wide annually
5. Health Services:
Provide health care to 2,500 people
Serve 750 households with LBP education and prevention services
6. Special Needs:
Provide meals to 425 seniors

Accomplishments for FY 2014-15

Objective 1:

In FY 2014-15, Huntington Park allocated \$196,322 towards public services, representing the full 15% of its annual CDBG entitlement.

Objective 2:

Dept. of Parks and Recreation - After School Program: This program is designed to deter gang membership, crime, vandalism, and drug usage through youth participation (ages 6-14) in a variety of programs sponsored by the City's Parks & Recreation Department. This program provides at-risk youth a safe location to go after school for wholesome programs, such as arts and crafts, games, sports, homework club, field trips and many other organized activities. Children have become more aware of good nutrition since the after school program implemented the state-funded snack program. The program is offered at Freedom Park, Perez Park, Robert Keller Park and the Huntington Park Community Center. The program also includes a swim program, in partnership with the Los Angeles Unified School District, during the summer months when children are out of school and incidences of juvenile delinquency are at their highest. The swimming component is held at Linda Marquez High School. During FY 2014-15, a total of 204 low and moderate income youth were served.

County of LA Public Library – Homework Assistance Center Program: Through the efforts of the Huntington Park Library, 1st – 8th grade students from the community were able to receive guidance and encouragement in any subject area related to academics and personal growth during established and extended business hours. The library provided accessibility to its Homework Center, including five internet computers, and provided staff to assist with supervision of activities and homework assistance. The number of new enrollees at the Center was 116 students during the fiscal year.

Dept. of Parks and Recreation – Juveniles at Risk (JAR) Boot Camp Program: The JAR program consists of five components: a one-week “boot camp” for children ages 12-15; a 12-week parenting class program for parents of the children enrolled in the boot camp; Sunday mentorship classes with JAR students; home and school follow ups; and culmination of the program and graduation. A total of 71 youth participated in the program in FY 2014-15, and parents report less stress in the household due to the improved communication skills learned through the program.

Objective 3:

Southeast Rio Vista Family Y.M.C.A. – Kids Zone After School Program: In FY 2006-07, the Y.M.C.A.'s Day Care and Preschool Program was redesigned from a full day, day care and preschool program, to a “Kids Zone After School Program” offered from 4:00 to 9:00. The program serves youth ages 4 through 14, and provides a variety of after school activities including homework assistance, recreational activities and health and physical education. The City did not allocate CDBG funds to the program in FY 2014-15.

Objective 4:

Public Works - Graffiti Removal /Community Beautification: The City of Huntington Park has contracted with a private agency for the removal of graffiti, and targets public and private properties in low- to moderate-income neighborhoods. A graffiti hotline number has been established and residents of the community are reminded about a \$500 reward if a vandal is caught and found guilty for his or her actions. The City's goal is to eliminate graffiti within 24 to 48 hours, and search and destroy all visible graffiti. The Community Beautification Program was housed within the Police Department up until April 2008 when the contract for graffiti removal services was transferred under the management of the Public Works Department. The program continues to be integrated with the Neighborhood Improvement Program. As an area-wide benefit, the graffiti removal program serves the City's population of 57,751 residents residing within low/mod census tracts and block groups.²

Objective 5:

In previous years, the City assisted in the provision of health services by funding the St. Francis Medical Center Foundations' Healthy Communities Initiative and, more recently, the L.A. Community Legal Centers' Southeast Healthy Homes Program. However with continued reductions in CDBG entitlement funds, the City has opted to use its public service allocation on services with a higher community need. Therefore, no CDBG funds were allocated for the provision of health services in FY 2014-15. The City continues to be committed to health services and continues to support the health initiatives of the Huntington Park Health and Education Commission in promoting smoke free initiatives and support community healthy active living programs that promote good health in the City,

Objective 6:

Steelworkers Oldtimers Foundation – Senior Nutrition Program: This program provides midday congregate meals at the Huntington Park Family Center, and home delivered meals to the frail elderly population. While a high community need continues to exist for this program, the City was unable to continue funding in FY 2014-15.

² 18 of the City's 19 census tracts are majority (>50%) low/mod income, with two block groups within census tract 5345.02 the only non-low/mod areas in the City. Subtracting the population in these two block groups (3,597) from the City's total population of 61,348, results in a balance of 57,751 low/mod area residents.

Progress Towards Five-Year Goals

| 5-Year Objective | Accomplishments in 2014-15 | Cumulative Progress toward 5-year goal |
|---|--|---|
| 1. Allocate 15% of annual CDBG entitlement towards community services. | Allocated 15% to services | Met |
| 2. Youth Services: Serve 11,750 youth with after school programs, homework center, and JAR program | 391 youth | 86% |
| 3. Childcare Services: Provide subsidized childcare to 500 children | Program defunded | 31% |
| 4. Community Beautification: Serve all residents City-wide | Served 57,751 low/mod area residents | Met |
| 5. Health Services: Provide health care to 2,500 people Serve 750 households with LBP education and prevention | Program defunded Program defunded | 12% 11% |
| 6. Special Needs: Provide meals to 425 seniors | Program defunded | 85% |

Priority 7.1: Improve the Business Climate for Existing Businesses and Attract new Businesses

Five-Year Objectives:

- 1. Facilitate business expansion and economic development within Redevelopment Project Areas**
- 2. Provide commercial rehabilitation grants and loans to 15 businesses**

Accomplishments for FY 2014-15

Objective 1:

Business Recruitment, Retention & Expansion Program: The primary function of this program was to promote economic development within Redevelopment Project areas, and was accomplished through the promotion of local job opportunities, the elimination of

underutilized and deteriorating properties, and assisting in the revitalization of the business climate. Community Development activities under this program included establishment of one or more development sites; land acquisition; assistance with on and off-site public improvements; loans to new and existing businesses; and other types of required assistance. Coupled with the dissolution of the Redevelopment Agency, the program did not receive CDBG funding in FY 2014-15.

Business Assistance and Economic Development Program—Department of Community Development: This program provides technical support, business resources, and referrals to Huntington Park businesses citywide. The program also serves to increase business retention and attraction services by providing business and financial planning assistance to new and existing businesses and served as a local resource center. Funds were used to host workshops and seminars with industry experts to help persons grow their business in Huntington Park. While the program received \$162,892 in CDBG funding in FY 2014-15, no funds were expended. The program is being cancelled and funds will be reprogrammed in the future.

Clean Up of Contaminated Site (Site Remediation for the Alameda Corridor of Cars Project): In March 2005, the CDC purchased properties located at 5959 through 6169, 6011, 6161, and 6169 Alameda Street. The CDC's objective is to revitalize and redevelop the area with an auto center project which would include the expansion of the existing Alexander MINI Cooper Dealership and the development of additional auto dealerships. The site, also known as the Southland Steel site, is within the Amended Merged Redevelopment Project Area and is approximately 4.92 acres. The CDC expects that the proposed auto center project will stimulate economic growth, increase the City's tax base and create new jobs for the community.

Shortly before acquisition, the CDC performed environmental assessments which revealed that the site contained contamination. Before proceeding with plans to revitalize the site, the CDC must remediate the existing environmental conditions. Consequently, in December 2005, the CDC and the Department of Toxic Substances Control (DTSC) entered into a California Land Reuse and Revitalization Act (CLRRRA) Agreement to facilitate the environmental assessment, clean-up and re-use of the Southland Steel site. The Agreement requires that the CDC prepare a Work Plan to implement characterization of the properties and support development of a Response Plan. The Commission retained an environmental advisor to prepare and oversee the implementation of the Work Plan. Staff and the Agency's environmental consultant are in the process on completing a characterization plan, which will be submitted for DTSC review and approval.

Furthermore, during FY 2009, the CDC received a \$200,000 Clean-Up Grant from the Environmental Protection Agency to clean-up the property. The City completed the Site

Characterization Report (SCR) and it was approved by the Department of Toxic Substance Control (DTSC) on July 21, 2011. However on July 21, 2011, the City postponed all activities related to the cleanup due to the State's passage of AB X1 26 – the elimination of redevelopment agencies statewide. Because the site is owned by the City's redevelopment agency, the passage of this new legislation resulted in uncertainty and delays to the project schedule. The City decided to continue with remediation activities and has received funding in an amount of \$1,000,000 from the Department of Toxic Substances Control to help leverage costs associated with the clean-up. Cleanup is slated for completed in August 2015 and the property will be sold to a local auto dealership shortly thereafter.

Objective 2:

Commercial Rehabilitation Grant Program: This program is funded through the City's Community Development Block Grant (CDBG) and is designed as an economic development tool to encourage economic growth and job creation. Up to \$50,000 in rehabilitation assistance is made available to eligible commercial property owners for facade and other exterior improvements, to improve handicap accessibility, and to correct code violations. This program must comply with the Davis-Bacon Act (prevailing wage) and other federal requirements.

To maximize the visual impact of the Downtown, staff solicited property owners within a target area of Pacific Boulevard between Florence Avenue and Gage Avenue. In FY 2014-15, the City funded three Commercial Rehabilitation loans, which will be completed in IDIS in early FY 2015-16.

Progress Towards Five-Year Goals

| 5-Year Objective | Accomplishments in 2014-15 | Cumulative Progress toward 5-year goal |
|--|----------------------------|--|
| 1. Facilitate business expansion and economic development within Redevelopment Project Areas | Project Cancelled | Met |
| 2. Provide commercial rehabilitation grants and loans to 15 businesses | 3 grants funded | 60% |

Priority 8.1: Provide for Necessary Planning Activities to Develop both Housing and Community Development Plans to Address Anticipated Need

Five-Year Objectives:

1. Continue to conduct planning relevant to the CDBG and HOME Program

Objective 1:

Consolidated Plan: The City will annually review its Consolidated Plan, and update the Action Plan and other components as necessary. The City has entered into a professional services agreement with a housing consultant for administration of the CDBG and HOME programs for the City. As part of this agreement, the consultant maintains responsibility for preparation of the Consolidated Plan, Action Plans, CAPERs, and all other requirements of HUD programs.

Fair Housing and Tenant/Landlord Mediation Services: Huntington Park contracts with the Fair Housing Foundation (FHF) to provide fair housing services for its residents. A variety of services are provided, including investigation of allegations or complaints regarding unfair housing practices, conducting community outreach and education, fair housing audits and testing, and providing counseling or referrals to other agencies when individuals may have been victims of discrimination. The FHF works with real estate agents, lenders, landlords, home-seekers and tenants to reduce incidents of discrimination against people because of race, color, religion, age, ancestry, sex, sexual orientation, familial status, national origin or physical or mental disability. In addition to fair housing issues, FHF provides counseling, information, referral and conciliation services to tenants and landlords seeking assistance with general housing issues and concerns. A total of 323 persons were assisted in FY 2014-15.

Central Business District Specific Plan: The City utilized a combination of CDBG economic development funds and an Economic Development Initiative grant to fund preparation of the Central Business District Specific Plan (CBD). The City desires the CBD to have more amenities, enhanced architecture/aesthetics, more compatible/complementary land uses, guidelines for display of merchandise, and an overall improved identity. The Plan was adopted in August 2008 and includes recommendations for development standards and design guidelines to promote retail, mixed use and office land uses; enhanced pedestrian amenities; traffic calming strategies; and creation of an identifiable sense of place.

Progress Towards Five-Year Goals

| 5-Year Objective | Accomplishments in 2014-15 | Cumulative Progress toward 5-year goal |
|--|--|---|
| 1. Continue to conduct planning relevant to the CDBG and HOME Program: Annually review Consolidated Plan Provide tenant/landlord services to 1,500 residents Implement Downtown Specific Plan | Ongoing 323 people assisted Ongoing | Met 94% Met |

C. AFFIRMATIVELY FURTHERING FAIR HOUSING

In an effort to affirmatively further fair housing, the City entered into a contract with the Fair Housing Foundation (FHF) to provide comprehensive *fair housing services*. These services included: (1) Discrimination Counseling, Complaint Intake, and Investigation, (2) General Housing (Landlord/Tenant) Counseling and Resolutions, (3) Enforcement and Impact Litigation, (4) Education and Outreach. The FHF provided these services citywide at no cost to tenants/property owners/landlords and other housing advocates. Additionally, the FHF placed emphasis on the implementation of the following key components to furthering fair housing:

- Innovative and effective enforcement programs to eliminate housing discrimination
- In-depth testing and investigation of complaints alleging housing discrimination
- Audits of housing practices based on areas of concern uncovered through counseling and testing
- Intensified education and outreach services targeting areas of concern
- Workshops and presentations designed to educate the public on fair housing laws and issues
- General housing counseling and other appropriate referral services
- Tester and other volunteer training
- Promoting media interest in eliminating housing violations

Fair Housing Foundation Program Overview

The Fair Housing Foundation received 323 landlord/ tenant calls during the reporting period, reflecting a slight increase in the number of calls in Huntington Park since last year (312). FHF counseled landlords and tenants on their rights and responsibilities and counseled each client initially to determine that no fair housing violations had occurred. The clients then received thorough information on the resolutions and resources available for their specific concerns.

In addition to having provided direct counseling and resolution services, the FHF provided Unlawful Detainer assistance. The FHF staff members are certified as mediators and are qualified to provide these services.

The FHF resolved general housing inquiries through a variety of methods:

Counsel and Resolve: Over 82 percent of all landlord tenant calls were resolved without referrals. Many client issues were resolved by counseling clients and informing them of the law, civil codes and remedies available. Many clients call

regarding rent increases. In these cases, the FHF ensured that the owner/manager was following the law by serving either 30 or 60 day notices, informing the client that the City does not restrict rent increases nor places restrictions on them, and providing them with alternatives such as moving or possibly entering negotiations with the property owner/manager. In cases where the property owner/manager was the client, the FHF provided them with the proper procedures to follow for requesting the rent increases. If an owner needed to know the process for evictions, the FHF informed them of the proper procedures to follow, and provided the required forms. Many clients reported habitability issues. In these cases, the FHF provided the client with the remedies available, which included the “repair and deduct” and “rent withholding” methods for getting their repairs made to their units.

Unlawful Detainer Assistance: Clients receiving Unlawful Detainers can contact the FHF offices, make an appointment, and receive assistance with completing their paperwork. Although FHF staff does not represent the client in court, FHF staff will attend the Unlawful Detainer hearing and speak as a witness when requested.

Mediations: FHF used mediations to resolve numerous disputes. In mediation, FHF staff acted as a neutral third party to facilitate dispute resolution between two disagreeing parties. In order to mediate, it was required that both parties agree to mediate and enter into good faith resolution agreements.

Referrals: Many clients contacted FHF with problems not related to fair housing or general housing issues, or they required services (such as on-site health department reviews) not provided by FHF. In these cases, the FHF provided referrals to other resources for assistance. The FHF also maintained an extensive referral list sorted by jurisdiction or service type as a reference to the diversity of callers or walk-in clients who request assistance. The referrals lists included City and County housing departments, building and safety departments, health and sanitation departments, police departments, the County Assessor’s office, and city council members’ offices. Many landlord/tenant calls were directed to the County and State Departments of Consumer Affairs, or legal aid offices, bar associations, tenant advocacy groups, apartment owner associations, civil rights organizations, housing authority, or other resources.

Fair Housing Inquiries and Cases

During FY 2014-15, the Fair Housing Foundation counseled 16 individuals regarding fair housing and as a result opened three bona fide fair housing cases. Two of the fair housing inquiries involved alleged discrimination based on physical disability and one was based on mental disability. Of the three fair housing cases, two are still pending and one was a sustained allegation. One of the ways the FHF addressed the incidence of potential

housing discrimination based on disability was by conducting rental audits to assess differential treatment, described below.

Random Audits to Identify Potential Discrimination

Audits are used as a way to address a lack of bonafide cases every year if necessary. FHF has found this to be a great opportunity to be able to address any issues that FHF may have identified throughout the year and still educate the public on such a recurring trend. Through counseling and case management, FHF has identified that the most common complaints being alleged are on the basis of Disability. The inquiries and cases being opened consist of requests that at times are not reasonable or necessary based on the alleged disability. Housing providers are generally trained to accommodate and allow modifications for rental home seekers and in place tenants with mental and physical disabilities. However, FHF has seen that Housing Providers at times feel powerless and lack sufficient knowledge on the matter.

To empower Housing Providers, FHF developed an “Accommodation & Modification 101 Workshop” geared to help address the concerns and responsibilities housing providers have towards people with disabilities. The “Accommodation & Modifications 101 Workshop” covered the legal parameters that housing providers need to know in order to make an informed decision when addressing accommodation/modification requests and be in compliance with the law.

These areas include:

- Overview of the Protected Classifications
- Disability Defined
- Definitions of Life Activities and Impairments
- Modifications and Accommodations
- Reasonable and Necessary
- Examples of Common Accommodations and Modifications
- Important Data Needed on Verification Form
- Approval Notices
- Denial of Request for Accommodation/Modification Form
- Construction Requirements/Accessibility
- Hoarding

Four workshops were conducted in FY 2014-15 throughout FHF’s service area in order to provide local and accessible locations to the attendees. Two of the workshops were conducted in Orange County and two were conducted in Los Angeles County on the following dates and locations:

1. March 26, 2015 at the Neighborhood Resource Center in Long Beach, CA
2. April 16, 2015 at the Community Meeting Center in Garden Grove, CA
3. May 17, 2015 at the Downey Public Library in Downey, CA
4. June 8, 2015 at the Huntington Beach Central Library in Huntington Beach, CA

Outreach and Education Services

FHF's primary goal is to educate on rights and responsibilities. FHF believes that if people have a better understanding, there will be less incidents of discrimination or illegal housing practices. Therefore, FHF provides a comprehensive, extensive, and viable education and outreach program. The purpose of this service is to educate tenants, landlords, owners, Realtors, and property management companies on fair housing laws; to promote media and consumer interest; and to secure grass root's involvement within the communities. In addition, FHF specifically targets outreach to persons and protected classes that are most likely to encounter housing discrimination.

FHF aims its education and outreach activities within the City limits to include:

- Increased public awareness;
- Training sessions to consumers including Tenant Workshops, Booths, and Presentations; and
- Training sessions to housing providers including Landlord Workshops, Certificate Management Trainings, and Disability Policy Workshops

In FY 2014-15, the FHF conducted the following Outreach and Education:

- Conducted 2 booths at events in Huntington Park with an attendance of 739 residents
- Distributed over 5,410 pieces of FHF literature
- Conducted 2 management trainings
- Held 6 Community Presentations, 5 agency and community meetings, 2 community workshops, 1 Housing Industry Workshop, and 4 Walk-In Clinics
- Distributed 9 fair housing newsletters, made 188 press releases in the Los Angeles Times, the Long Beach Press Telegram, the Orange County Register, the Los Angeles Sentinel, and the Los Angeles Times Magazine, and produced 6 PSAs for radio
- Maintained a fair housing website, Facebook account and Twitter account
- Conducted 15 staff and tester trainings
- Made one presentation to City Council
- Organized an annual Fair Housing poster contest in the schools, and hosted an annual fair housing reception

Analysis of Impediments to Fair Housing Choice

In November 2014, the City of Huntington Park undertook a process to prepare a comprehensive update to the City's Analysis of Impediments to Fair Housing Choice (AI). A consultation workshop was conducted with organizations involved with housing issues in Huntington Park to discuss potential impediments to fair housing, and to brainstorm potential strategies for the City and its community partners to address. Attendees included the Fair Housing Foundation, affordable housing providers, lenders, property managers, homeless shelter providers, and groups representing special needs populations. The AI was completed and adopted by City Council in December 2014.

In an effort to address specific findings identified in the City's 2015 AI, the City in collaboration with the Fair Housing Foundation, lending institutions, the real estate association, and other service agencies have begun to undertake the following strategies:

Education and Outreach Activities

Action 1.1: In partnership with the FHF, continue multi-faceted fair housing outreach to Huntington Park residents, real estate professionals, apartment owners/managers, bankers and advocacy groups. Distribute multi-lingual fair housing literature to every household in the City through utility bill inserts, the City's quarterly newsletter, or other innovative ways to reach the general public.

Action 1.2: Coordinate FHF presentations in Huntington Park with the Community Development Department and the City's Neighborhood Improvement Coordinator to maximize the effectiveness and attendance at these meetings.

Action 1.3: Continue FHF's focused outreach and education to small property owners/landlords on fair housing, and familial status and reasonable accommodation issues in particular. Conduct property manager trainings within Huntington Park on a regular basis, targeting managers of smaller properties and Section 8 landlords.

Action 1.5: Coordinate with the Rancho Southeast Association of Realtors (RSAR) on fair housing education and outreach to the local real estate community. Direct local realtors to RSAR's monthly courses aimed at assisting realtors in better serving the minority community.

Action 1.6: Continue open representation on Huntington Park's Commissions which address housing and related community development issues for residents to voice their concerns. These bodies include: Planning Commission; Parks and Recreation

Commission; Health and Education Commission; Arts and Culture Commission; Youth Commission; and Historic Preservation Commission.

Enforcement Activities

Action 2.1: Continue to provide investigation and response to allegations of illegal housing discrimination through the FHF. For cases that can not be conciliated, refer to the Department of Fair Housing and Employment (DFEH), U.S. Department of Housing and Urban Development (HUD), small claims court, or to a private attorney, as warranted.

Action 2.2: On an annual basis and in coordination with the FHF, review discrimination complaints to assess Huntington Park trends and patterns over time, and tailor fair housing education and outreach accordingly.

Action 2.3: Continue to provide general counseling and referrals over the phone regarding tenant-landlord issues through the Huntington Park Community Development Department and the FHF.

Action 2.4: Continue the collection of national origin data on both discrimination and general housing clients by the Fair Housing Foundation to determine whether discriminatory housing practices are occurring specifically based on national origin. Analyze the results of this data, and develop recommendations for further action as warranted.

Action 2.5: Coordinate review of hate crime data on an annual basis between the Huntington Park Police Department and the FHF to evaluate as a potential fair housing issue.

Monitoring Lending, Housing Providers, and Local Real Estate Practices

Action 3.1: In cooperation with FHF, monitor the reasons for denial of home purchase, refinancing and home improvement loans. Contact local lenders in Huntington Park to provide additional education and outreach to the community on the approval process, how to improve credit ratings, and available favorable home purchase tools.

Action 3.2: Help protect homeowners from mortgage rescue fraud by promoting the use of HUD-certified, non-profit mortgage counseling agencies on the City's website and other means.

Action 3.3: Coordinate with the Rancho Southeast Association of Realtors and the FHF in conducting outreach to the local real estate community on predatory mortgage lending practices, loan modification scams, and the rights of tenants in foreclosed properties.

Action 3.4: Contact local periodicals (*The Wave*, *El Aviso*) to urge them to publish a fair housing disclaimer in their classified real estate advertisements. Contact these periodicals, as well as the *LA Times*, to publish a no pets disclaimer for rental housing stating that “no pets allowed” may still be required to rent to disabled persons requiring a service or companion animal.

Action 3.5: Continue to include non-discriminatory and fair housing language in all City Agency affordable housing contracts and agreements. Monitor property management firms of HOME-assisted projects for adherence with affirmative marketing actions and compliance with applicable regulations in the advertisement of available units.

Investigative Testing and Auditing Local Real Estate Markets

Action 4.1: Continue to conduct audits to evaluate apparent patterns of discrimination in Huntington Park, such as issues related to familial status, national origin and disability. To the extent such audits reveal significant discrimination, widely publicize the results to serve as a deterrent to other property owners and landlords.

Land Use Policies to Affirmatively Further Fair Housing

Action 5.1: Implement Huntington Park's reasonable accommodation ordinance to provide reasonable modifications to the City's rules, policies, practices or services when such reasonable modifications may be necessary to afford a person with a disability an equal opportunity to access housing in the City.

Action 5.2: Provide continuous implementation of the City's Affordable Housing Density Bonus as a means of enhancing the economic feasibility of affordable housing development.

Action 5.3: Ensure that CUP conditions placed on community care facilities with seven or more occupants are focused on neighborhood compatibility and ensuring proper management and licensing, and do not act to constrain the provision of such facilities.

Action 5.4: Continue to accommodate transitional and supportive housing in all zone districts where other residential uses are permitted and only subject to those restrictions that apply to other residential uses of the same type in the same zone.

Action 5.5: Continue to accommodate emergency homeless shelters as a permitted use in the MPD zone, and as a conditionally permitted use in the C-G zone.

Increasing Geographic Choice in Housing

Action 6.1: Continue to facilitate the provision of affordable housing throughout the community through City assistance and site assembly, combined with various zoning incentives. Provide affordable and accessible housing to special needs populations, including the disabled, seniors and large family households.

Action 6.2: Continue to implement a neighborhood improvement program, code enforcement program, and residential rehabilitation program as key tools to sustaining neighborhoods.

D. AFFORDABLE HOUSING ACTIONS

Summary of Progress in Providing Affordable Housing

Huntington Park has taken proactive measures to maintain, provide and create new avenues for affordable housing for low and moderate income renters and owners. During FY 2014-15, the City continued to administer programs targeted at reducing overcrowdedness, addressing substandard housing conditions, and increasing the supply of affordable housing.

In FY 2013-14, the City completed a 24 units of affordable housing at 6337 Middleton Street (Mosaic Gardens) (completed in IDIS in July 2014) and administered a Tenant Based Rental Assistance Program benefitting 99 senior households.

Huntington Park's annual housing goals which fulfill Section 215 affordable housing requirements are presented in Exhibit 3 (Table 3B – Annual Housing Completion Goals) at the end of this report.

Pursuant to Section 215, HUD defines a rental unit as an affordable housing unit if it is occupied by an extremely low, low or moderate income tenant and bears a rent eligible under HOME regulations. At least 20% of units in projects with 5 or more restricted units must have Low HOME rents, with the balance of restricted units subject to High HOME rents.

Section 215 defines ownership housing as affordable if it is purchased by an extremely low, low or moderate income homebuyer, and has a sales price that does not exceed the mortgage limits for the type of single family housing for the area under 203(b) limits and carries either resale or recapture provisions. Housing that is rehabilitated and owned by a family when assistance is provided qualifies as affordable if it is occupied by an extremely low, low or moderate income family, and has an after-rehabilitation value that does not exceed the 203(b) mortgage limits.

Efforts to Address “Worst Case”

The City continues to respond to “worst case” housing needs, defined by HUD as low-income (<50% MFI) renter households who spend more than half of their income on housing costs, live in seriously inadequate housing, or both. The Census indicates that overpayment continues to be a critical factor that negatively impacts low income households, particularly in high cost areas like metropolitan Los Angeles. It is defined that a household is experiencing a “housing cost burden” if it is paying more than 30 percent of its

income on housing, and a “severe cost burden” if it is spending greater than 50 percent of income on housing.

The table below shows the incidence of overpayment in Huntington Park based on the most recent data available from the census (2000). As indicated, nearly half of all the City’s renters experienced a cost burden of at least 30 percent, with 22 percent of renters experiencing a severe cost burden of at least 50 percent. Among low income renters (< 50% MFI), 47 percent were spending over half their incomes on housing, considered a “worst case” housing need.

| Overpayment | Households | Percent |
|------------------------------|------------|---------|
| Owners | | |
| >30% Income on Housing Costs | 1,613 | 46% |
| Renters | | |
| >30% Income on Housing Costs | 4,896 | 47% |
| >50% Income on Housing Costs | 2,284 | 22% |
| Low Income (<50% MFI) | (2,083) | (47%) |

Source: U.S. Census, 2000.

Note: >50% Household Income is a subset of >30% Household Income

To address its worst case housing needs related to housing overpayment, the City supported its local Community Housing Development Organization (CHDO) during FY 2014-15 to continue the acquisition and rehabilitation of rental properties to provide units at affordable rents. Acquisition and rehabilitation activities just completed include 24 units at 6337 Middleton Street (completed in IDIS in July 2014), and currently underway include 6700-6702/6614 Middleton Street and 6303 Marconi Street projects which will contribute another 12 units to the total units available to lower income family households. Participation in HUDs Housing Choice Voucher Program also addresses lower income housing overpayment, with 458 Huntington Park households receiving assistance (August 2014).

To address habitability issues, the City continued to offer rehabilitation assistance to owners to remediate substandard housing conditions, and utilized its Code Enforcement Program to remove code deficiencies from residential properties.

The City or its CHDO did not carry out activities during Fiscal Year 2014-15 which resulted in the displacement of households. The City is aware of and follows appropriate displacement and relocation procedures when applicable.

Although disabled housing needs were not identified as a high priority in the 5-Year

Consolidated Plan, the City recognized the importance of attempting to address their needs. The City has historically allocated a substantial amount of grant funds towards the Minor Home Repair Program, though this was discontinued in FY 2013-14 for lack of staff to implement the program coupled with the desire to use CDBG funds on public infrastructure and economic development activities. Through its Affordable Housing Development Program, the City also accommodates the disabled population through improvements to make rental housing more accessible. And lastly, several outside agencies such as the Salvation Army, Southeast Churches Service Center, and the Oldtimers Foundation each provide much needed public services to the elderly, disabled and persons at risk of becoming homeless.

Huntington Park Affordable Housing Strategy

In mid-2009, the Community Development Commission (CDC) of the City of Huntington Park retained a consultant to assist in the development of an Affordable Housing Strategy. The purpose of the Strategy is to develop a five-year guide for the implementation of affordable housing programs and projects which will maximize financial resources and effectively address Huntington Park's housing needs and priorities.

Development of the Housing Strategy involved the following steps:

- Review of existing and projected housing needs
- Evaluation of constraints, including Redevelopment housing obligations
- Evaluation of existing and potential financial, land and regulatory resources
- Evaluation of a potential inclusionary housing ordinance
- Recommendation of Affordable Housing Priorities
- Recommendation of implementation programs and projects

City Council approved formation of an Affordable Housing Stakeholders Committee to work with the consultant and City staff in developing the Strategy. The fifteen member Committee included a broad cross-section of community stakeholders, including:

- ✓ Residential developers (for profit and non-profit)
- ✓ Housing and social service providers
- ✓ Property managers
- ✓ City Council representatives
- ✓ City Commission representatives (Planning, Historic Preservation, Health and Education)

The Affordable Housing Stakeholders Committee met three times from November 2009 through January 2010. The Committee was provided with extensive background

information, and combined with each member's unique expertise and perspective, provided a solid foundation for their input on Huntington Park's housing needs, current funding challenges, potential future opportunities, and recommended funding priorities. The Committee's recommendations form the basis of the draft Affordable Housing Strategy. A public hearing on the draft Strategy was conducted before the Planning Commission in June 2011.

The Affordable Housing Strategy establishes the following guiding principles for housing assistance:

1. Emphasize housing activities which **sustain and strengthen neighborhoods**. Stabilize the existing housing stock through:
 - Neighborhood improvement activities
 - Code enforcement
 - Affordable housing via acquisition/rehabilitation
 - Residential rehabilitation
 - Lead based paint abatement
2. Expand **neighborhood improvement activities** and fund rehabilitation of deteriorated rental housing via increased CDBG funding. Establish a self-funded Systemic Rental Property Inspection program to free up CDBG funds and complement neighborhood enhancement activities.
3. **Target housing funds** for acquisition/rehabilitation and neighborhood improvement activities in neighborhoods most in need, such as Bissel, Malabar, and Middleton.
4. Incorporate a **strong community education** component within the Neighborhood Improvement Strategy to ensure rental property owners and tenants understand their respective rights and responsibilities. Coordinate education with the Fair Housing Foundation and Lead Based Paint Program community outreach activities.
5. Identify mechanisms to **mitigate the displacement impacts** to tenants of enhanced code enforcement.
6. Pursue **acquisition of foreclosed condominiums** for sale to low and moderate income homebuyers, combined with rehabilitation assistance to ensure housing quality.
7. Encourage **housing suitable for large families** in all programs.
 - Prioritize funding for housing with three or more bedrooms.

- Ensure sufficient unit square footage for families in both for-sale and rental housing.
 - Pursue reconfiguration of rental housing in conjunction with acquisition/rehabilitation to increase the number of bedrooms in units.
 - Promote funding availability for bedroom additions as part of Huntington Park's rehabilitation loan program.
8. Balance funding assistance between **affordable ownership and rental** housing. Support housing developments that offer a **mix of income** levels.
 9. Encourage **deeper affordability** in rental housing projects receiving City funds/incentives.
 10. **Pursue leverage** of City assistance in new construction and acquisition/rehabilitation projects, emphasizing deeper affordability and housing suitable for large families.
 11. Pursue funding sources **unrestricted as to immigration status** to better serve Huntington Park's population.
 12. Adopt a 15% low and moderate income **inclusionary housing requirement** for all ownership housing projects of 8+ units, and rental housing receiving City assistance. Structure the City's inclusionary housing ordinance to offer incentives to offset the cost of providing affordable units.
 13. **Establish local preferences** for housing programs for persons who live in Huntington Park, and secondarily for persons who work in Huntington Park, within the parameters of State and Federal housing laws.
 14. **Create community** in conjunction with housing by encouraging family resource centers/support services to be provided in conjunction with housing.

E. CONTINUUM OF CARE

Actions to Plan/Implement Continuum of Care

The Continuum of Care model addresses the following issues as it relates to Huntington Park:

- Actions to prevent homelessness
- Actions to address emergency shelter and transitional housing needs
- Actions to preserve and maintain existing affordable housing

In May 2009, the City received \$656,002 in Homelessness Prevention and Rapid Re-Housing Funds through the American Recovery and Reinvestment Act of 2009 (HPRP). As authorized, the intent of the HPRP is to extend homelessness prevention assistance to households who would become homeless but for assistance, in part because of the economic crisis, as well as to provide assistance to rapidly re-house persons who have become homeless.

During FY 2010-11 the City negotiated a partnership between the Los Angeles Homeless Services Authority (LAHSA) and Volunteers of America Greater Los Angeles (VOALA), a nonprofit organization in Greater Los Angeles that provides a diverse range of human services to the community. VOALA was charged with the task of targeting individuals and families currently housed in the City who are at risk of becoming homeless and those who are already experiencing homelessness. LAHSA, to whom HPRP funds were directly subgranted to, was responsible for the administration of HPRP funds and Data Collection and Evaluation. The HPRP program included financial assistance, housing relocation and stabilization, and rapid re-housing services.

VOALA's case managers worked diligently to carefully assess and evaluate each client to meet their unique needs of keeping them housed; this included clients who were homeless and needed to be re-housed. The services provided included but were not limited to receiving rental subsidies; monetary assistance to pay back-due rent and/or utilities; motel vouchers; security deposits; emergency eviction assistance; and supportive services such as referring them to receive employment services, food and clothing, public benefits, and financial planning. To meet the needs of the community and the population at hand, VOALA did a great amount of outreach to ensure that HPRP services were well known throughout Huntington Park and the surrounding communities. Some continuous outreach activities included: attending community resource and health fairs, doing presentations about HPRP services at local community/faith based organizations as well as elementary, middle and high schools. Local businesses were informed of the services and very importantly, case managers targeted and informed property management companies as

well as several property owners in the surrounding areas. By FY 2012-13, all funds had been expended and no more activity took place.

In the past, Huntington Park also received approximately \$75,000 in annual Emergency Shelter Grant (ESG) funds which it used to support the local Salvation Army/Southeast Community Corps in the provision of homeless services. However, the City no longer receives ESG funding. To address this gap in services, the City has shifted a portion of its CDBG public service funds towards homeless service providers. In addition, the City has strengthened its linkage with the Los Angeles Homeless Services Authority (LAHSA) to ensure that an adequate level of service is being provided to the City's homeless and to those-at-risk of becoming homeless. The City continues to attend meetings sponsored by LAHSA and continues to link homeless families and individuals and those-at-risk of becoming homeless with the appropriate services including those provided by the local Salvation Army, Southeast Churches Service Center, Bell Shelter, and other local agencies. The City understands that homelessness is caused by a variety of factors and that only through coordination of services and resources can the City be better positioned to address the issue. The City will continue to seek partnership and funding opportunities, such as receiving future ESG funding if eligible, to address continuum of care needs.

Actions to Prevent Homelessness

Under the Homelessness Prevention and Rapid Re-Housing Program, the Volunteers of America Greater Los Angeles (VOALA) targeted individuals and families housed in the City of Huntington Park who were at risk of becoming homeless and were in need of temporary financial assistance and/or services to prevent homelessness. Additionally, they targeted individuals and households experiencing homelessness in the City (residing in emergency or transitional shelters or on the street) who are in need of temporary financial assistance and/or services to obtain housing. No HPRP services were provided in FY 2014-15 as the entire grant was expended in FY 2011-12.

Additionally, through their office in Huntington Park, the Salvation Army/Southeast Communities Corps provides the following emergency services: daily meals; emergency food boxes for families; monthly food bags for seniors; showers; clothing; furniture; bus tokens; emergency motel vouchers; utility assistance, and referrals to outside agencies.

Also, the City provided CDBG funding support to the Southeast Churches Service Center (SCSC). The SCSC Emergency Food Program provides emergency "brown bag" groceries to families in need, and served 2,659 unduplicated persons during FY 2014-15. The Center also provides bus tokens and taxi vouchers to link clients with other service agencies.

The City contracts with the Fair Housing Foundation (FHF) to provide a wide range of fair housing services to ensure equal housing opportunities for its residents. By mediating disputes between tenants and landlords, FHF helps to minimize evictions and unjust rent increases.

Lower income households overpaying for housing are likely to be at risk of becoming homeless upon loss of employment. The City coordinates with the Los Angeles County Housing Authority to provide Section 8 rental assistance to homeless individuals and families as well as those at risk of becoming homeless. Approximately 458 low income households in Huntington Park currently receive assistance.

Actions to Address Emergency Shelter and Transitional Housing Needs

- The Volunteers of American Greater Los Angeles (VOALA) assists persons and households with the following emergency shelter and transitional housing needs: rapid re-housing assistance (moving assistance); housing subsidies (rental subsidies); eviction prevention services (monetary assistance to pay back-due rent and/or utilities); transition age youth assistance; and housing relocation assistance (one-time relocation subsidy, moving assistance, security/utility deposits). The objective of this program was to increase the number of individuals and families prevented from becoming homeless – either by staying in their own homes or moving into permanent housing.
- While no emergency shelters are located in Huntington Park, a 350-bed regional shelter is located in the adjacent City of Bell. The Bell Shelter is operated by the Salvation Army, and offers overnight accommodations and a continuum of other services, including food, showers, laundry, mental health services, alcohol and drug treatment, job search services, adult education classes, and medical services.
- The City has amended its Zoning Code to allow transitional and supportive housing by right in residential zones, and emergency shelters by right within the MPD zone.
- The Salvation Army/Southeast Services Corps and the Southeast Churches Service Center serves as a referral agency for shelters in the area. They also provides bus tokens to assist in transportation to the shelters, as well as motel vouchers.

Actions to Preserve and Maintain Existing Affordable Housing

This section of the Continuum of Care has been outlined in the earlier section of the CAPER on priority housing needs. The identified priorities areas are as follows: Priority 1.1: Address neighborhood conditions and overcrowded housing; Priority 1.2: Expand the

supply of affordable housing; Priority 1.3: Preserve existing affordable housing.

Examples of programs provided under these priorities include:

- Affordable housing development
- Section 8 rental assistance
- Preservation of existing assisted housing
- Residential rehabilitation program
- Code enforcement program

F. OTHER ACTIONS

Obstacles to Serving Underserved Needs

The lack of affordable housing negatively impacts many households in Huntington Park. Additionally, the scarcity of resources results in “underserved” needs. The City has to date entered into five Affordable Housing Agreements with Oldtimers Housing Development Corporation for the acquisition, rehabilitation and management of six rental properties totaling 36 units. The funds spent on acquisition, rehabilitation, and relocation total approximately \$10.65 million, which includes \$5.17 million in HOME funds, \$4.18 million in low-mod set-aside, and \$1.29 million in private financing. The City also entered into an Affordable Housing Agreement with LINC CDC to redevelop a 55-room motel into a 24-unit affordable housing project. The agreement committed \$1.5 million in HOME funds, and the developer will secure over \$8 million in other funding sources for the project.

Foster and Maintain Affordable Housing

One of the priorities of the City is to preserve the existing affordable housing stock through rehabilitation, and increase the supply of affordable housing through homebuyer assistance and new construction. The City has been working to eliminate barriers to affordable housing by its continued participation in Homebuyer Programs. Also, as discussed above, the City has entered into Affordable Housing Agreements for acquisition and rehabilitation of six rental properties. The Affordable Housing Agreements were facilitated via the framework of a CHDO Reservation Agreement between the City’s Community Development Commission and the Oldtimers Housing Development Corporation-IV whereby \$5.70 million was set aside specifically for the fostering and maintenance of affordable housing. The City also entered into an Affordable Housing Agreement with LINC CDC to redevelop a 55-room motel into a 24-unit affordable housing project. The agreement committed \$1.5 million in HOME funds, and the developer will secure over \$8 million in other funding sources for the project. Lastly, the City began funding a Tenant Based Rental Assistance program in FY 2013-14 which continued into FY 2014-15 and currently has 99 senior households enrolled in the program. The program was funded with \$630,000 in HOME funds in FY 2014-15.

Overcome Gaps in the Institutional Structure

During the year, the Community Development Department was responsible for administering the City’s housing programs, managing the allocations of CDBG and HOME funds, and building and planning. The Department of Parks and Recreation administered the CDBG funded After School Program; the Police Department administered the Code Enforcement Program, the Neighborhood Improvement Program, and the Juveniles at Risk

program; and the Public Works Department managed the Community Beautification/Graffiti Removal Program.

Through the City's Inter-departmental Team, comprised of staff from Community Development, Code Enforcement, Public Works, Parks and Recreation, Building and Safety, and Police Departments, the City is working closer with residents and property owners to improve the City's physical appearance, promote neighborhood improvement programs/projects, work with and develop self-sustaining neighborhood associations (neighborhood/resident groups), and educate community residents, property owners, and businesses of City codes, processes, and services.

In response to a HUD Monitoring visit and HUD Single Audit conducted during past fiscal years, the City has undertaken numerous actions to improve administration of the CDBG and HOME program. These include:

- Contracting out partial administration of the HUD program to a consulting firm with experienced staff members assigned to the project.
- Establishment of protocols for file management and record retention, monitoring HOME rental projects, monitoring community service subrecipients, and CHDO certification and recertification procedures.
- Establishment of Affirmative Marketing and Minority Outreach Plan, and Layering Review Guidelines.
- Establishment of processes to conduct eligibility reviews, report on accomplishments, and track performance of both City and public service agency programs.

In addition, the City hired a consultant who developed new program guidelines for the Residential Rehabilitation Program. The guidelines were adopted by City Council to enhance program effectiveness which include: increasing the maximum loan amount from \$25,000 to \$50,000; providing funds as a grant (for lead hazard abatement) and zero interest deferred loan; and preparation and dissemination of bilingual program marketing materials.

Public Housing and Residential Initiatives

Although there is no public housing in Huntington Park, the City maintained contractual arrangements with the Los Angeles County Housing Authority for the provision of Section 8 vouchers and certificates to Huntington Park residents.

Lead-Based Paint Hazard

Huntington Park as one of the ten cities in the County where children were at highest risk of lead poisoning. In January of 2010, the Office of Healthy Homes and Lead Hazard Control awarded the City \$1,570,000 in grant funds to develop and implement its first Lead-Based Paint Hazard Control (LBPHC) Program over a three year period.

The LBPHC grant program assists local governments to identify and control lead-based paint hazards in privately-owned rental or owner-occupied housing. The program requires the City to identify and remediate lead hazards in residential units occupied by low-and very-low income families with children, and educate the community about lead poisoning prevention, healthy homes and integrated pest management.

The LBPHC program was managed by the City's Community Development Department. The grant award also included \$70,000 in "Healthy Homes" funds to provide outreach to the community through healthy homes education, assessments and interventions. Under the original grant application, the goal was to complete a total of 90 units. Midway through the program this goal increased to 105 units when the grant was amended on August 4, 2011, to replace the Program Manager and retain a consultant to assist with grant administration and reporting requirements. This amendment did not increase the grant amount, but required adjustments to several line items within the budget, which increased the unit goal from 90 to 105 units.

On December 19, 2012, HUD approved the City's request to extend the program by one year. This extension allowed the City to assist an additional 30 units. The following highlights the accomplishments under the program:

- The City spent a total of \$1,451,000 in LBPHC monies. Additionally, the City provided "in-kind" match and leverage funds totaling \$574,000, or 37 percent of the grant
- 93 units were completed - the average cost per unit was \$11,700
- 599 residents benefited from the program, including 111 children under 6 years of age
- The City conducted a total of 20 outreach and training events to educate the community about lead hazards and healthy homes and recruit program applicants

In FY 2014-15, the City retained a consultant to assist with the process of applying for a new Lead Based Hazard Control Grant, and in August 2015 was notified that City of Huntington Park will be awarded \$1,494,007 in Lead Hazard Control grant program funding and an additional \$182,990 in Healthy Homes initiative funding. The City will address lead hazards in 90 housing units providing safer homes for low and very low-income families

with children. The City will also perform healthy homes interventions in 90 units. The City will collaborate with a diverse set of local partners to accomplish this work, including Los Angeles Community Legal Center (LACLC) and Neighborhood Housing Services of Los Angeles County (NHS), and two area community-based organizations.

Compliance and Monitoring

The City monitors subrecipients funded to administer public service, housing rehabilitation, and other community development activities to ensure strict compliance with applicable HUD laws, regulations, and program guidelines. The City also monitors federally assisted (principally supported with HOME funds) new construction and acquisition-rehabilitation projects throughout the prescribed affordability periods for each project.

Yearly, the City reviews applications for project funding (through the Action Plan process) to ensure that the needs identified in the 5-year Consolidated Plan are addressed. Additionally, the City provides technical assistance to subrecipient agencies and monitors their progress in projects implementation.

During fiscal year 2014-15 the City conducted on-site and desk audits of subrecipients receiving CDBG funding. This level of monitoring served the following functions:

- validate the accuracy of information presented in the program participant's performance reports;
- follow-up on problems identified during the Consolidated Annual Performance and Evaluation Report (CAPER) assessment that are not resolved as of the date of the monitoring;
- determine compliance for those activities where there is sufficient information to make eligibility and/or national objective determinations;
- evaluate the reasonableness of judgments made for those activities that necessarily involve high levels of program participant judgment;
- ascertain the program participant's ability to ensure that activities carried out by subrecipients meet compliance requirements;
- verify the accuracy of the program participant's records; and
- identify apparent causes of any problem(s) and offer recommendations for corrective actions.

The City has also developed monitoring protocols for HOME assisted rental housing projects that entail either annual desk audits or on-site audits during which project owners are to certify continuing compliance with occupancy and affordability requirements. Subject to a project's size, the City is also to conduct property inspections on an annual to triennial

basis. FY 2014-15 monitoring of the following HOME assisted affordable housing projects began in July 2015: Bissell I located at 6342-6344 Bissell Street; Bissell II located at 6308-6312 Bissell Street; Bissell III located at 6340 Bissell Street; Casa Bonita located at 6512-6532 Rugby Avenue; Rugby Plaza Senior Apartments located at 6330 Rugby Avenue; the Malabar Apartments located at 6822 Malabar Street; and 6337 Middleton Street (Mosaic Gardens). The 6700-02/6614 Middleton project was not monitored as it is still underway.

Reduce Number of Families in Poverty

Some of the factors contributing to the existence of below-poverty level households in Huntington Park are low education attainment levels, lack of marketable job skills and formal training, and shortage of affordable childcare, which prevents single parents from joining the work force. The City will continue to encourage activities to increase employment opportunities that result in the reduction of the number of households with incomes below the poverty line.

G. LEVERAGING RESOURCES

As a testament of the City's interest in leveraging available resources, the City made a concerted effort to acquire resources beyond the entitlement amounts granted by the CDBG, HOME, CDBG-R, and HPRP Programs. During FY 2014-15, the City continuously reviewed opportunities to apply for public and private funding, both on its own and in collaboration with other agencies. It successfully secured \$1,494,007 in Lead Hazard Control grant program funding and an additional \$182,990 in Healthy Homes initiative funding to address lead hazards in 90 housing units providing safer homes for low and very low-income families with children. The City also maintained contractual arrangements with the Los Angeles County Housing Authority for the provision of Section 8 vouchers and certificates to Huntington Park residents.

The City also worked with their local CHDO, the Oldtimers Housing Development Corporation-IV, to negotiate and facilitate affordable housing projects which ultimately resulted in the private financing of approximately \$1.75 million, which represents over 20% of the total cost of implementing the City's affordable housing program.

In 2010, the City applied for a Pedestrian Improvement Grant from the Metropolitan Transportation Authority (MTA) and was awarded a \$2,676,000 grant for pedestrian oriented improvements in the downtown to improve mobility and spire economic development in the downtown. The grant requires a match from local sources, such as CDBG. The City completed design plans in FY 2013-14 (Phase I) with CDBG funds, and construction plans are currently being developed (Phase II). The City anticipates the construction completion date to be in summer 2016, at which point additional CDBG funds will be infused into the project.

In January 2010, the City received a \$1.57 million grant under the Federal Lead Based Paint Hazard Control Grant Program to provide low and moderate income households with such services as lead based paint testing, remediation, removal of pest infestation, weatherization services, and outreach. The program provides up to \$14,440 towards owner-occupied properties and up to \$7,500 for rental properties located in the City. The Program also promotes education for owners and tenants to help prevent childhood lead poisoning. In FY 2013-14, all funds were expended and the City applied for the grant again in FY 2014-15. As noted above, the city was awarded approximately \$1.5 million early in FY 2015-16 to continue this program.

Lastly, the City negotiated an Affordable Housing Agreement with another local CHDO, LINC CDC, for property located at 6337 Middleton Street. The property consisted of a 55-room motel that was acquired and rehabilitated into a 24-unit affordable housing project. The City committed \$1.5 million in HOME funds to the project, and the developer will

leverage these funds with over \$8 million in other sources, including Low Income Housing Tax Credits (9%), Multifamily Housing Program: Supportive Housing (MHP-SP) funds, County funds, and a private loan. The project was completed in early FY 2014-15.

H. CITIZEN COMMENTS

In accordance with HUD requirements and the City's Citizen Participation Plan, the City published a public notice in the Press Telegram on September 3, 2015 to solicit comments and encourage citizen participation in the submittal of this Consolidated Annual Performance and Evaluation Report (CAPER). The CAPER was made available at the City Clerk's Office and the Community Development Department for public review, and a public hearing will be held before the City Council on September 21, 2015.

I. SELF-EVALUATION

The City made significant progress in achieving its 5-Year Consolidated Plan and its FY 2014-15 Annual Action Plan goals and objectives. The City expended CDBG and HOME funds for a variety of programs and projects to benefit low-and moderate-income households. Low-and moderate income beneficiaries included the elderly, female-headed households, families, youth, homeless, and those at risk of becoming homeless.

The City continued to implement Affordable Housing Agreements for the acquisition, rehabilitation and management of six rental properties and provided over \$4 million in HOME funds as gap financing for the projects. The City increased their conditional commitment of \$2.64 million in HOME funds to \$4.5 million to the Oldtimers Housing Development Corporation CHDO for the acquisition and rehabilitation of these affordable housing projects. In addition, the City entered into an Affordable Housing Agreement with LINC Community Development Corporation for redevelopment of a motel into a 24 unit affordable rental housing project. The City committed \$1.5million to this project.

The Code Enforcement and Neighborhood Improvement Programs have been successful in forming a working partnership between the City and residents, resulting in improved quality of life, increased community participation and pride, empowerment of residents, and a sense that residents are “taking back their neighborhood”.

The primary barriers the City faces in implementing its strategies are: 1) scarcity of local funds to supplement Federal funding, and 2) gaps in the institutional structure. The City continues to expend all of its annual CDBG and HOME allocations. Additionally, as a way to effectively administer and implement the CDBG and HOME programs, City staff is implementing upgrades and enhancements of the current program. These include:

- Contracting out partial administration of the HUD program to a consulting firm with experienced staff members assigned to the project.
- Establishment of protocols for file management and record retention, monitoring HOME rental projects, and CHDO certification and recertification procedures.
- Establishment of Affirmative Marketing and Minority Outreach Plan, and Layering Review Guidelines.
- Establishment of processes to conduct eligibility reviews, report on accomplishments, and track performance.
- Entering into a CHDO Operating Expense Agreement with the Oldtimers Housing Development Corporation – IV whereby a total of \$41,060 was awarded for organizational and professional development services for the implementation of affordable housing developments.

IV. PROGRAM NARRATIVES

A. COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG)

1. Assess the relationship of CDBG funds to the priorities, needs, and goals in the Consolidated Plan.

The City's priorities, needs, and goals were addressed through a number of activities. These activities are more fully described in this document under "Assessment of Progress Toward One-Year and five-Year Goals and Objectives" Section (Section III.B.).

2. Describe the nature of and reasons for any changes to program objectives.

The City's program goals and objectives have remained unchanged.

3. Assess efforts in carrying out planned action described in the One-Year Action Plan.

The City carried out all activities described in its Action Plan and followed its HUD approved Consolidated Plan. The City pursued all available resources, including from the County of Los Angeles and through the Mortgage Credit Certificate Bond funds to help increase home ownership. The City provided all requested certifications of consistency for HUD Programs. The City did not hinder Consolidated Plan implementation by any action or any willful inaction.

Furthermore, in accordance with HUD's new Outcome Performance Measurement System for Community Planning and Development Formula Grant Programs, the City continues to report quantifiable goals, objectives and performance of the City's CDBG program activities. Cumulative measures of performance can be found in the tables attached for each objective in Section III (B) -*Assessment of Progress Toward One-Year and Five-Year Goals and Objectives*.

4. Evaluate the extent to which CDBG funds were used exclusively for the three national objectives and to benefit low to moderate income persons.

All of the City's grant funds were used exclusively for one of the three national objectives, and except for Planning and Administration, all CDBG funds were used for activities that benefit low- and moderate-income persons.

5. Describe any displacement activity involved with acquisition, rehabilitation or demolition of real property.

On December 3, 2007, the Community Development Commission (CDC) and the Oldtimers Housing Development Corporation -IV entered into an Affordable Housing Agreement (Agreement) to acquire and rehabilitate a six-unit property located at 6700 Middleton Street. Shortly after the acquisition of the property at 6700 Middleton Street, the adjacent property located at 6614 Middleton Street became available for purchase. Staff and Oldtimers, the City's designated Community Housing Development Organization ("CHDO") determined that the acquisition of two contiguous properties would provide an excellent opportunity to consolidate both lots and develop a high quality and larger project that would make positive impact on the entire neighborhood. As a result, the AHA was Amended and Restated in October 2008, to provide total of \$1.34 million in HOME funds and \$450,000 in tax increment low and moderate-income housing (Set-Aside) funds to acquire the second property at 6614 Middleton and fund soft costs associated with merging and developing a concept plan both properties. The Agreement was subsequently amended in May of 2011 to provide funding for construction costs. The proposed project includes the construction and rehabilitation of 11 residential dwellings. The agreement provides for a \$4.7 million loan to the Developer (\$2.0 million in Federal HOME funds and \$2.7 million in redevelopment low-mod set aside funds). As a result of the project all seven tenants residing at the properties were permanently displaced.

No displacement activities were undertaken in FY 2014-15.

6. Describe economic development activities for which the low/mod jobs national objective has not been met.

All economic development activities have a national objective of assisting a low/mod income area (LMA). Please refer to Priority 7.1 *Improve the Business Climate for Existing Businesses and Attract new Businesses* for more information.

7. CDBG Financial Summary.

Please refer to attached Integrated Disbursement and Information System (IDIS) produced reports that summarize the financial status of the CDBG program and respective projects and activities. Each report highlights different data and information on the City's progress to achieve its goals and objectives.

B. HOME INVESTMENT PARTNERSHIP PROGRAM (HOME)

1. Analysis of the extent to which HOME funds were distributed among different categories of housing needs identified in the approved Consolidated Plan.

HOME funds were committed in Fiscal 2014-15 to support two of the City's housing priorities:

- Over three-quarters of Huntington Park's housing stock is over 30 years old, the age at which housing begins to require major rehabilitation improvements. To better respond to this apparent housing need, the City has revamped its homeowner rehabilitation program to include a forgivable component of \$25,000 for certain repairs needed to correct building code violations and make health and safety improvements to the building exterior.
- The City's Consolidated Plan observed that Huntington Park has low rental vacancy rates combined with high levels of severe renter overcrowding and severe renter overpayment. Consequently, the City has given high priority to expanding the supply of affordable housing. To that end, the City dedicated over \$4.52 million of gap financing for affordable housing projects with the Oldtimers Housing Development Corporation (OHDC) to assist in the acquisition and rehabilitation of 36 units in the Bissell Street and Middleton/Malabar Focus Neighborhoods. It has also provided an additional \$1.5 million in HOME funds to LINC Housing to undertake an adaptive reuse project. The development site is a former 55-unit motel, which was acquired and rehabilitated as an affordable rental housing project with 24 units. The project was completed in early FY 2014-15.

2. A report on match contributions.

HOME Match Report (HUD-4107A)) has been included to report on match contributions for the period covered by the consolidated plan program year. The HOME Program requires a match of every dollar drawn. Since its inception, the City of Huntington Park has received a 100% match reduction due to fiscal distress and HUD – 40107A is enclosed reflecting the City's waiver of the match obligation.

3. HUD Form – 40107.

Part III of HUD-4107 also has been included to report contracts and subcontracts with Minority Business Enterprises (MBEs) and Women's Business Enterprises (WBEs). The City continuously updates a list of contractors and vendors, including

minority and women owned businesses. A majority of the City's businesses are minority-owned businesses. Requests for bids or proposals are circulated in a wide number of media and publications to ensure the largest possible number of contractors are aware of contracting and business opportunities available in the City.

4. Contracts and subcontracts with minority and women owned businesses.

The City continuously updates a list of contractors and vendors, including minority and women owned businesses. A majority of the City's businesses are minority-owned businesses. Requests for bids or proposals are circulated in a wide number of media and publications to ensure the largest possible number of contractors are aware of contracting and business opportunities available in the City.

5. The results of on-site inspections of rental housing.

The City has adopted protocols for monitoring the City's nine current HOME-assisted affordable rental housing projects: the Rugby Senior Apartments, the three Bissell Street acquisition and rehabilitation projects, the Casa Bonita Apartments, the two Middleton Street acquisition/rehabilitation projects, the Malabar acquisition/rehabilitation project, and the Marconi single-family residence. Monitoring 6700-02/6614 Middleton Street, 6337 Middleton, and 6303 Marconi Street projects will begin one-year after rehabilitation is completed.

| Date Built/ Rehabilitated | Project Name | Address | Project Type | Affordability Period |
|--------------------------------------|----------------------------|----------------------------|---------------------|---------------------------------|
| 1997 | Rugby Senior Apartments | 6330 Rugby Ave. | Senior Housing | 2050 |
| 2001 | Bissell I Apartments | 6342-6344 Bissell St. | Family Housing | 2062 |
| 2002 | Casa Bonita | 6512 Rugby Ave. | Senior Housing | 2030 |
| 2003 | Bissell II Apartments | 6308-6312 Bissell St. | Family Housing | 2062 |
| 2007 | Bissell III Apartments | 6340 Bissell St. | Family Housing | 2062 |
| 2009 | Malabar St. Apartments | 6822 Malabar St. | Family Housing | 2063 |
| 2008 | Middleton St. Apartments | 6700-02/6614 Middleton St. | Family Housing | 2063 |
| 2014 | Middleton St. Apartments | 6337 Middleton | Family Housing | 2069 |
| To be determined | Marconi Single Family Home | 6303 Marconi | Family Housing | To be determined |

Monitoring will occur at two levels:

- Annually, a desk audit will be performed wherein the owner/property manager will submit information certifying household sizes, household incomes and rents for all HOME-restricted units; and
- Triennially, an on-site visit will be conducted that will include a property inspection (as provided under the Proposed HOME Rule, otherwise, every three years or annually for, respectively, projects of 5-24 units and projects of 26 or more units) and an in-depth review of all the HOME and federal cross-cutting requirements, e.g., affirmative marketing and tenant selection procedures.

On-site monitoring for FY 2014-15 of eight of the nine affordable rental developments including unit inspections to ensure compliance with the City's property standards started in July 2015. Code violations and required improvements will be reported to the property owners/managers and the City will work with each to repair the deficiencies.

While the City has the prerogative to monitor on-site more frequently, especially if a project is at risk because of outstanding findings or insufficient capacity, inspections and site visits will typically occur in accordance with the HOME Final Rule at 24 CFR 92.504(d):

| Total Number of Units | Minimum Schedule |
|------------------------------|-------------------------|
| 1 – 4 units | every 3 years |
| 5 – 25 units | every 2 years |
| 26+ units | annually |

EXHIBIT 1: TABLE 3A – SUMMARY OF SPECIFIC ANNUAL OBJECTIVES

Table 3A
Statement of Specific Annual Objectives

| Specific Obj. # | Specific Annual Objectives | Sources of Funds | Performance Indicators | Fiscal Year | Expected Number | Actual Number | Percent Completed |
|---|--|------------------|--|-------------|-----------------|------------------|-------------------|
| DH - 1 Availability/Accessibility for the purpose of providing Decent Housing | | | | | | | |
| DH – 1.1 | RESIDENTIAL REHABILITATION LOAN PROGRAM Address the availability of decent housing by offering rehabilitation assistance to low and moderate-income households. | HOME | Total Number of Housing Units Assisted | 2010 | 6 | 0 | 0% |
| | | | | 2011 | 6 | 6 | 100% |
| | | | | 2012 | 6 | 3 | 50% |
| | | | | 2013 | 6 | 8 | 133% |
| | | | | 2014 | 6 | 0 | 0% |
| | | | | Total | 30 | 17 | 57% |
| DH-2 Affordability for the purpose of providing Decent Housing | | | | | | | |
| DH – 2.1 | AFFORDABLE HOUSING DEVELOPMENT Address need for affordable decent housing by increasing supply of affordable rental housing. | HOME | Total Number of Housing Units Assisted | 2010 | 12 | 0 | 0% |
| | | | | 2011 | 7 | 0 | 0% |
| | | | | 2012 | 7 | 0 | 0% |
| | | | | 2013 | 7 | 0 | 0% |
| | | | | 2014 | 7 | 24 | 343% |
| | | | | Total | 40 | 24 | 60% |
| DH – 2.2 | TENANT-BASED RENTAL HOUSING Address need for affordable decent housing by providing rental based rental assistance to qualified households. | HOME | Total Number of Housing Units Assisted | 2010 | Not Applicable | | |
| | | | | 2011 | | | |
| | | | | 2012 | | | |
| | | | | 2013 | 110 | 82 | 75% |
| | | | | 2014 | 110 | 99 | 90% |
| | | | | Total | 110 | 99 | 90% |
| DH-3 Sustainability for the purpose of providing Decent Housing | | | | | | | |
| DH – 3 | NO PROGRAMS FIT THIS CATEGORY | | | | | | |
| SL-1 Availability/Accessibility for the purpose of creating a Suitable Living Environment | | | | | | | |
| SL – 1.1 | MINOR HOME REPAIR Enhance the availability and accessibility of a suitable living environment by providing minor home repair services to elderly, disabled and low-income households. | CDBG | Total Number of Housing Units Assisted | 2010 | 30 | 9 | 30% |
| | | | | 2011 | 30 | 12 | 40% |
| | | | | 2012 | 30 | 3 | 10% |
| | | | | 2013 | 30 | Program Defunded | |
| | | | | 2014 | 30 | | |
| | | | | Total | 150 | 24 | 16% |
| SL – 1.2 | NEIGHBORHOOD IMPROVEMENT CODE ENFORCEMENT (NICE) Provide for the availability of a suitable living environment by funding code enforcement activities within CDBG target areas. | CDBG | Total Number of Housing Units Assisted | 2010 | 300 | 1,085 | 362% |
| | | | | 2011 | 300 | 895 | 298% |
| | | | | 2012 | 300 | 1,510 | 503% |
| | | | | 2013 | 300 | 1,013 | 338% |
| | | | | 2014 | 300 | 664 | 221% |
| | | | | Total | 1,500 | 5,167 | 345% |

| | | | | | | | |
|----------|--|------|-------------------------------------|--------------|---------------|-------------------|-------------|
| SL – 1.3 | COMMERCIAL REHABILITATION Enhance the availability of economic opportunity by offering rehabilitation loans to local businesses. | CDBG | Total Number of Businesses Assisted | 2010 | 3 | 6 | 200% |
| | | | | 2011 | 3 | 0 | 0% |
| | | | | 2012 | 3 | 0 | 0% |
| | | | | 2013 | 3 | 0 | 0% |
| | | | | 2014 | 3 | 3 | 100% |
| | | | | Total | 15 | 9 | 60% |
| SL – 1.4 | EMERGENCY SERVICES Improve the availability of a suitable living environment by offering emergency food and shelter to homeless and those at-risk of homelessness | CDBG | Total Number of Persons Assisted | 2010 | 2,850 | 5,272 | 185% |
| | | | | 2011 | 2,850 | 4,887 | 171% |
| | | | | 2012 | 2,850 | 4,339 | 152% |
| | | | | 2013 | 2,850 | 2,793 | 98% |
| | | | | 2014 | 2,850 | 2,659 | 93% |
| | | | | Total | 14,250 | 19,950 | 140% |
| SL – 1.5 | YOUTH SERVICES Improve the availability of a suitable living environment by providing after school recreational, childcare and homework programs for youth. | CDBG | Total Number of Persons Assisted | 2010 | 2,350 | 2,525 | 107% |
| | | | | 2011 | 2,350 | 2,371 | 100% |
| | | | | 2012 | 2,350 | 2,753 | 117% |
| | | | | 2013 | 2,350 | 2,110 | 90% |
| | | | | 2014 | 2,350 | 391 | 16% |
| | | | | Total | 11,750 | 10,150 | 86% |
| SL – 1.6 | CHILD CARE SERVICES Improve the availability of a suitable living environment by providing, childcare programs | CDBG | Total Number of Persons Assisted | 2010 | 100 | 75 | 75% |
| | | | | 2011 | 100 | 54 | 54% |
| | | | | 2012 | 100 | 27 | 27% |
| | | | | 2013 | 100 | Programs Defunded | |
| | | | | 2014 | 100 | | |
| | | | | Total | 500 | 156 | 31% |
| SL – 1.7 | SENIOR SERVICES Improve the availability of a suitable living environment by providing midday meals to the elderly population. | CDBG | Total Number of Persons Assisted | 2010 | 85 | 176 | 207% |
| | | | | 2011 | 85 | 101 | 119% |
| | | | | 2012 | 85 | 83 | 98% |
| | | | | 2013 | 85 | Programs Defunded | |
| | | | | 2014 | 85 | | |
| | | | | Total | 425 | 360 | 85% |
| SL – 1.8 | COMMUNITY BEAUTIFICATION Improve the availability of a suitable living environment by providing graffiti removal within CDBG target areas | CDBG | Total Number of Persons Assisted | 2010 | 57,751 | 57,751 | 100% |
| | | | | 2011 | 57,751 | 57,751 | 100% |
| | | | | 2012 | 57,751 | 57,751 | 100% |
| | | | | 2013 | 57,751 | 57,751 | 100% |
| | | | | 2014 | 57,751 | 57,751 | 100% |
| | | | | Total | 57,751 | 57,751 | 100% |
| SL – 1.9 | HEALTH SERVICES Improve the availability of a suitable living environment by offering health screenings, education and immunizations, and providing lead hazard screening. | CDBG | Total Number of Persons Assisted | 2010 | 650 | 398 | 61% |
| | | | | 2011 | 650 | Programs Defunded | |
| | | | | 2012 | 650 | | |
| | | | | 2013 | 650 | | |
| | | | | 2014 | 650 | | |
| | | | | Total | 3,250 | 398 | 12% |

| | | | | | | | |
|---|---|------|--|--------------|--------------|--------------|---------------------|
| SL – 1.10 | FAIR HOUSING SERVICES Improve the availability of a suitable living environment by providing for tenant/landlord counseling and fair housing services. | HOME | Total Number of Persons Assisted | 2010 | 300 | 233 | 78% |
| | | | | 2011 | 300 | 245 | 82% |
| | | | | 2012 | 300 | 296 | 99% |
| | | | | 2013 | 300 | 312 | 104% |
| | | | | 2014 | 300 | 323 | 108% |
| | | | | Total | 1,500 | 1,409 | 94% |
| SL – 1.11 | INFRASTRUCTURE IMPROVEMENTS Improve the availability of a suitable living environment by providing street improvements in the downtown | CDBG | Total Number of Persons Provided Improved Access to Public Facilities | 2010 | 3,611 | 0 | 0% |
| | | | | 2011 | 3,611 | 0 | 0% |
| | | | | 2012 | 3,611 | 0 | 0% |
| | | | | 2013 | 3,611 | 0 | 0% |
| | | | | 2014 | 3,611 | 0 | 0% |
| | | | | Total | 3,611 | 0 | 0% |
| SL – 1.12 | COMMUNITY FACILITY IMPROVEMENTS Improve the availability of a suitable living environment by providing new and improved community facilities to serve low and moderate income populations. | CDBG | Total Number of Improved Community Facilities | 2010 | 0 | 0 | 0% |
| | | | | 2011 | 2 | 2 | 100% |
| | | | | 2012 | 0 | 0 | 0% |
| | | | | 2013 | 0 | 0 | 0% |
| | | | | 2014 | 0 | 0 | 0% |
| | | | | Total | 2 | 2 | 100% |
| SL - 2 Affordability for the purpose of creating a Suitable Living Environment | | | | | | | |
| SL - 2 | NO PROGRAMS FIT THIS CATEGORY | | | | | | |
| SL - 3 Sustainability for the purpose of creating a Suitable Living Environment | | | | | | | |
| SL –3.1 | SECTION 108 Repayment Improve the sustainability of a suitable living environment by providing debt service on a loan used for construction of the Rugby Senior Housing parking garage, and a new loan for the Festival El Centro Retail Development Project. | CDBG | N/A | N/A | N/A | N/A | N/A |
| EO – 1 Availability/Accessibility for the purpose of creating Economic Opportunity | | | | | | | |
| EO – 1.1 | ECONOMIC DEVELOPMENT PROGRAM Clean up of contaminated site for future use as auto center or commercial center. | CDBG | Total Number of Businesses Assisted | 2010 | 1 | 0 | 0% |
| | | | | 2011 | 0 | 0 | 0% |
| | | | | 2012 | 0 | 25 | - |
| | | | | 2013 | 0 | 78 | - |
| | | | | 2014 | 0 | 0 | 0% |
| | | | | Total | 1 | 103 | Exceeds Goal |
| EO-2 Affordability for the purpose of creating Economic Opportunity | | | | | | | |
| EO-2 | NO PROGRAMS FIT THIS CATEGORY | | | | | | |
| EO-3 Sustainability for the purpose of creating Economic Opportunity | | | | | | | |
| EO - 3 | NO PROGRAMS FIT THIS CATEGORY | | | | | | |

EXHIBIT 2: TABLE 2A – PRIORITY HOUSING NEEDS/INVESTMENT PLAN

Table 2A
Priority Housing Needs/Investment Plan

| PRIORITY HOUSING NEEDS (households) | | Priority Need Level High, Medium, Low | | Unmet Need | Goals |
|--|---------------|---|---|---------------|------------|
| Renter | Small Related | 0-30% | H | 970 | 51 |
| | | 31-50% | H | 984 | 28 |
| | | 51-80% | H | 1,100 | 10 |
| | Large Related | 0-30% | H | 704 | 51 |
| | | 31-50% | H | 842 | 17 |
| | | 51-80% | H | 939 | 8 |
| | Elderly | 0-30% | H | 429 | 312 |
| | | 31-50% | H | 146 | 68 |
| | | 51-80% | M | 85 | -- |
| | All Other | 0-30% | H | 214 | 50 |
| | | 31-50% | H | 190 | 17 |
| | | 51-80% | M | 165 | -- |
| Owner | | 0-30% | H | 193 | 50 |
| | | 31-50% | H | 365 | 65 |
| | | 51-80% | H | 683 | 65 |
| Special Needs | | 0-80% | H | | |
| Total Goals (a goal of 110 renter households added to goal with the addition of the TBRA program in FY 2013-14) | | | | | 792 |
| | | | | | |
| Total 215 Goals | | | | | 642 |
| Total 215 Renter Goals | | | | | 612 |
| Total 215 Owner Goals | | | | | 30 |

Priority Need Level reflects relative priority for federal funds (HOME, CDBG, Section 8). 5 Year Goals reflect households to be assisted using all funding sources, including RDA Set-Aside.

Section 215 rental unit - occupied by <80% MFI household and bears rent < FMR, or 30% of 65% MFI

Section 215 rehabilitated owner unit - occupied by <80% MFI and has after rehab value < HUD mortgage limit

Special Needs Households already included in estimates for renter and owner households

Table 2A
Priority Housing Needs/Investment Plan Table

| Priority Need | 5-Yr. Goal Plan/Act | Yr. 1 Goal Plan/Act | Yr. 2 Goal Plan/Act | Yr. 3 Goal Plan/Act | Yr. 4 Goal Plan/Act | Yr. 5 Goal Plan/Act |
|--|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| Renters * | | | | | | |
| 0 - 30 of MFI | 464 / 443 | 354 / 332 | 354 / 332 | 354 / 332 | 464 / 426 | 454 / 443 |
| 31 - 50% of MFI | 138 / 125 | 120 / 100 | 120 / 100 | 120 / 100 | 121 / 114 | 121 / 125 |
| 51 - 80% of MFI | 18 / 13 | 4 / 0 | 4 / 0 | 4 / 0 | 3 / 0 | 3 / 13 |
| Owners | | | | | | |
| 0 - 30 of MFI | 50 / 17 | 10 / 9 | 10 / 6 | 10 / 1 | 10 / 1 | 10 / 0 |
| 31 - 50 of MFI | 65 / 14 | 13 / 0 | 13 / 5 | 13 / 4 | 13 / 5 | 13 / 0 |
| 51 - 80% of MFI | 65 / 10 | 13 / 0 | 13 / 7 | 13 / 1 | 13 / 2 | 13 / 0 |
| Homeless ** | | | | | | |
| Individuals | | | | | | |
| Families | | | | | | |
| Non-Homeless Special Needs ** | | | | | | |
| Elderly | | | | | | |
| Frail elderly | | | | | | |
| Severe Mental Illness | | | | | | |
| Physical Disability | | | | | | |
| Developmental Disability | | | | | | |
| Alcohol or Drug Addiction | | | | | | |
| HIV/AIDS | | | | | | |
| Victims of Domestic Violence | | | | | | |
| Total | 800 / 622 | 514 / 441 | 514 / 450 | 514 / 438 | 624 / 560 | 624 / 581 |
| Total Section 215 | 650 / 598 | 484 / 432 | 484 / 438 | 484 / 435 | 594 / 560 | 594 / 581 |
| 215 Renter | 620 / 581 | 478 / 432 | 478 / 432 | 478 / 432 | 588 / 552 | 588 / 581 |
| 215 Owner | 30 / 17 | 6 / 0 | 6 / 6 | 6 / 3 | 6 / 8 | 6 / 0 |

* Total Goals in the Renter category consists of assisting 470 households with Section 8 vouchers, 40 households through the City's Acquisition/Rehabilitation Program, and 110 households through the new Tenant-Based Rental Assistance Program (approved via substantial amendment in FY 2013-14). The Section 8 goal of 470 households is to be achieved annually, not over the 5-year Consolidated Plan timeframe.

** Homeless and Non-Homeless Special Needs Households already included in estimates for renter and owner households.

Table 2A
Priority Housing Activities

| Priority Need | 5-Yr. Goal Plan/Act | Yr. 1 Goal Plan/Act | Yr. 2 Goal Plan/Act | Yr. 3 Goal Plan/Act | Yr. 4 Goal Plan/Act | Yr. 5 Goal Plan/Act |
|--|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|------------------------------------|
| CDBG | | | | | | |
| Acquisition of existing rental units | | | | | | |
| Production of new rental units | | | | | | |
| Rehabilitation of existing rental units | 150 / 24 | 30 / 9 | 30 / 12 | 30 / 3 | 30 / 0 | 30 / 0 |
| Rental assistance | | | | | | |
| Acquisition of existing owner units | | | | | | |
| Production of new owner units | | | | | | |
| Rehabilitation of existing owner units | | | | | | |
| Homeownership assistance | | | | | | |
| HOME | | | | | | |
| Acquisition of existing rental units | 40 / 24 | 12 / 0 | 7 / 0 | 7 / 0 | 7 / 0 | 7 / 24 |
| Production of new rental units | | | | | | |
| Rehabilitation of existing rental units | 40 / 24 | 12 / 0 | 7 / 0 | 7 / 0 | 7 / 0 | 7 / 24 |
| Rental assistance <i>(new program in FY 2013-14)</i> | 110 / 99 | 0 / 0 | 0 / 0 | 0 / 0 | 110 / 82 | 110 / 99 |
| Acquisition of existing owner units | | | | | | |
| Production of new owner units | | | | | | |
| Rehabilitation of existing owner units | 30 / 17 | 6 / 0 | 6 / 6 | 6 / 3 | 6 / 8 | 6 / 0 |
| Homeownership assistance | | | | | | |
| HOPWA | | | | | | |
| Rental assistance | | | | | | |
| Short term rent/mortgage utility payments | | | | | | |
| Facility based housing development | | | | | | |
| Facility based housing operations | | | | | | |
| Supportive services | | | | | | |
| Other | | | | | | |
| Section 8 Rental Assistance | 470 / 458 | 470 / 432 | 470 / 432 | 470 / 432 | 470 / 458 | 470 / 458 |
| | | | | | | |
| | | | | | | |

EXHIBIT 3: TABLE 3B –ANNUAL HOUSING COMPLETION GOALS

**Table 3B
Annual Housing Completion Goals**

| | | Annual Expected Number Completed | CDBG | HOME | ESG | HOPWA |
|---|-----------|-------------------------------------|--------------------------|-------------------------------------|--------------------------|--------------------------|
| ANNUAL AFFORDABLE HOUSING GOALS (SEC.215) | | | | | | |
| Homeless households | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Non-homeless households | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Special needs households | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ANNUAL AFFORDABLE RENTAL HOUSING GOALS (SEC.215) | | | | | | |
| Acquisition of existing units | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Production of new units | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rehabilitation of existing units | 7 / 24 | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rental Assistance | 110 / 99 | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Total Sec. 215 Affordable Rental | 117 / 123 | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ANNUAL AFFORDABLE OWNER HOUSING GOALS (SEC.215) | | | | | | |
| Acquisition of existing unfits | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Production of new units | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rehabilitation of existing units | 6 / 0 | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Homebuyer Assistance | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Total Sec. 215 Affordable Owner | 6 / 0 | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ANNUAL AFFORDABLE HOUSING GOALS (SEC.215) | | | | | | |
| Acquisition of existing units | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Production of new units | | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Rehabilitation of existing units | 13 / 24 | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Homebuyer / Rental Assistance | 110 / 99 | | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Total Sec 215 Affordable Housing | 123 / 123 | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ANNUAL HOUSING GOALS | | | | | | |
| Annual Rental Housing Goal | 117 / 123 | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Annual Owner Housing Goal | 6 / 0 | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Total Annual Housing Goal | 123 / 123 | | <input type="checkbox"/> | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

EXHIBIT 4: TABLE 2B – PRIORITY COMMUNITY DEVELOPMENT NEEDS

Table 2B
Priority Community Development Needs

| Priority Need | Priority Need Level | Unmet Priority Need | Dollars to Address Need | 5 Yr Goal Plan/Act | Annual Goal Plan/Act | Percent Goal Completed |
|---------------------------------------|----------------------------|----------------------------|--------------------------------|---------------------------|-----------------------------|-------------------------------|
| Public Facility (Projects) | | | | | | |
| Senior Centers | M | | | | | |
| Handicapped Centers | L | | | | | |
| Homeless Facilities | L | | | | | |
| Youth Centers | M | | | | | |
| Neighborhood Facilities | M | | | | | |
| Child Care Centers | M | | | | | |
| Health Facilities | M | | | | | |
| Mental Health Facilities | No Need | | | | | |
| Parks and/or Recreation Facilities | H | | \$175,000 | 2 / 2 | 0 / 0 | 100% |
| Parking Facilities | M | | | | | |
| Tree Planting | No Need | | | | | |
| Fire Stations/Equipment | No Need | | | | | |
| Abused/Neglected Children Facilities | No Need | | | | | |
| Asbestos Removal | No Need | | | | | |
| Non-Residential Historic Preservation | No Need | | | | | |
| Other Public Facility Needs | No Need | | | | | |
| Infrastructure (Projects) | | | | | | |
| Water/Sewer Improvements | M | | | | | |
| Street and Sidewalk Improvements | H | | \$640,000 | 1 / 0 | 1 / 0 | 0% |
| Solid Waste Disposal Improvements | No Need | | | | | |
| Flood Drainage Improvements | M | | | | | |
| Other Infrastructure | No Need | | | | | |
| Public Services (People) | | | | | | |
| Senior Services | H | | \$125,000 | 425 / 360 | 85 / 0 | 85% |
| Handicapped Services | M | | | | | |
| Youth Services | H | | \$425,000 | 11,750 / 10,150 | 2,350 / 391 | 86% |
| Child Care Services | H | | \$75,000 | 500 / 156 | 100 / 0 | 31% |
| Transportation Services | No Need | | | | | |
| Substance Abuse Services | No Need | | | | | |
| Employment/Training Services | M | | | | | |

| | | | | | | |
|--|---|--|-------------|-----------------|-----------------|------|
| Health Services (Including Lead Paint) | H | | \$45,000 | 3,250 / 398 | 650 / 0 | 12% |
| Lead Hazard Screening | M | | | | | |
| Crime Awareness | M | | | | | |
| Fair Housing Activities | H | | \$67,500 | 1,500 / 1,409 | 300 / 323 | 94% |
| Tenant Landlord Counseling | H | | | | | |
| Other Services – Emergency Services | H | | \$175,000 | 14,250 / 19,950 | 2,850 / 2,659 | 140% |
| Other Services - Community Beautification/Graffiti Abatement | H | | \$350,000 | 57,751 / 57,751 | 57,751 / 57,751 | 100% |
| Economic Development (Businesses) | | | | | | |
| Job Creation | H | | \$80,000 | 1 / 0 | 1 / 0 | 0% |
| Commercial Rehabilitation | H | | \$2,250,000 | 15 / 6 | 3 / 0 | 0% |
| Business Support Services | M | | | | | |
| Other Community Development Needs | | | | | | |
| Planning Administration | H | | \$1,900,000 | N/A | N/A | N/A |

**EXHIBIT 5: SUMMARY OF ACCOMPLISHMENTS REPORT
(IDIS Report: C04PR23)**

**EXHIBIT 6: SUMMARY OF CONSOLIDATED PLAN PROJECTS
FOR REPORT YEAR 2013/14
(IDIS Report: C04PR06)**

**EXHIBIT 7: CDBG FINANCIAL SUMMARY REPORT
(IDIS Report: C04PR26)**

**EXHIBIT 8: CDBG ACTIVITY SUMMARY REPORT
(IDIS Report: C04PR03)**

**EXHIBIT 9: CDBG PERFORMANCE MEASURES REPORT
(IDIS Report: C04PR83)**

**EXHIBIT 10: CDBG STRATEGY AREA, CDFI, AND LOCAL TARGET AREA
(IDIS Report: C04PR84)**

**EXHIBIT 11: HOME HOUSING PERFORMANCE REPORT
(IDIS Report: C04PR85)**

**EXHIBIT 12: CDBG HOUSING PERFORMANCE REPORT
(IDIS Report: C04PR85)**

**EXHIBIT 13: ANNUAL PERFORMANCE REPORT HOME PROGRAM
(OMB APPROVAL NO. 2506-0171)**

**EXHIBIT 14: HOME Match Report Form HUD-40107-A
(OMB APPROVAL NO. 2506-0171)**



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

September 21, 2015

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

ORDINANCE AMENDING TITLE 9, CHAPTER 4, ARTICLE 3 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO ALLOWED LAND USES AND THE APPROVAL OF A CONDITIONAL USE PERMIT, DEVELOPMENT PERMIT, PARCEL MERGER, AND ADOPTION OF A CATEGORICAL EXEMPTION.

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Conduct a public hearing;
2. Consider public testimony and staff's analysis; and
3. Waive further reading, and introduce Ordinance No. 942-NS, Amending Title 9, Chapter 4, Article 3 of the Huntington Park Municipal Code Relating to Allowed Land Uses;
4. Schedule the second reading and adoption of the Ordinance for October 6, 2015; and
5. Approve a Conditional Use Permit, Development Permit, Parcel Merger, and adoption of a categorical exemption to expand an existing commercial building to establish a medical facility located at 1900 Slauson Avenue, within the Manufacturing Planned Development (MPD) Zone.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The project applicant, Camfield Partners, is requesting approval of an ordinance amending Title 9, Chapter 4, Article 3 of the Huntington Park Municipal Code relating to allowed land uses, and the approval of a CUP, Development Permit, Parcel Merger, and

ORDINANCE AMENDING TITLE 9, CHAPTER 4, ARTICLE 3 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO ALLOWED LAND USES AND THE APPROVAL OF A CONDITIONAL USE PERMIT, DEVELOPMENT PERMIT, PARCEL MERGER, AND ADOPTION OF A CATEGORICAL EXEMPTION.

September 21, 2015

Page 2 of 18

adoption of a categorical exemption to expand an existing commercial building to establish a medical facility located at 1900 Slauson Avenue, within the MPD zone.

In order to amend the Zoning Code, the Planning Commission is required to make a written recommendation to the City Council on the proposed amendment. On August 19, 2015, the Planning Commission was presented with the applicant's request for a zoning ordinance amendment, CUP, Development Permit, Parcel Merger, and Categorical Exemption. It was determined that the applicant's proposed project complies with all applicable development standards, and following public testimony, the Planning Commission unanimously voted to recommend adoption of the proposed ordinance amendment to the City Council.

Pursuant to HPMC Section 9-2.1401, the City Council may amend the Zoning Ordinance whenever required by public necessity and general welfare.

Site Description

The subject site is located at the southeast corner of Slauson Avenue and Alameda Street. The property is surrounded by industrial uses to the west, south, east, and to the north. Across the street, north of Slauson Avenue, lies the City of Vernon boundary line. The site is accessible through Slauson Avenue to the north and Alameda Street to the east.

All structures and buildings on the site have been demolished except for an existing 12,300 square foot commercial building.

The subject site is comprised of five contiguous parcels totaling approximately 130,599 square feet, as described below.

| PARCEL NUMBER | SIZE |
|----------------------|---------------------|
| 6321-001-014 | 29,204 s.f. |
| 6323-001-016 | 14,640 s.f. |
| 6323-001-017 | 11,133 s.f. |
| 6323-001-019 | 8,540 s.f. |
| 6323-001-022 | 67,082 s.f. |
| TOTAL | 130,599 s.f. |

If approved, the applicant shall be required to submit a Lot Line Adjustment application before the issuance of building permits in order to consolidate the five parcels into two by merging four parcels into one.

ORDINANCE AMENDING TITLE 9, CHAPTER 4, ARTICLE 3 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO ALLOWED LAND USES AND THE APPROVAL OF A CONDITIONAL USE PERMIT, DEVELOPMENT PERMIT, PARCEL MERGER, AND ADOPTION OF A CATEGORICAL EXEMPTION.

September 21, 2015

Page 3 of 18

Project Description

The applicant is requesting approval for a Zoning Ordinance Amendment, CUP, Development Permit, and Parcel Merger in order to expand an existing commercial office located at 1900 Slauson Avenue. The applicant is proposing a 28,476 square foot expansion to the existing 12,300 square foot commercial building, for a total of 40,776 square feet. The proposed medical building will incorporate the following type of uses: doctor offices, exam rooms, physical and occupational therapy, and a waiting area.

The allowable floor area ratio within the MPD zone is 1:1, which allows 1 square foot of gross floor area per 1 square foot of lot area as shown below.

| FLOOR AREA RATIO 1:1 | | |
|-----------------------------|--------------------------------------|-----------------------------------|
| Lot Size | Allowable Floor Area Ratio | Allowable Gross Floor Area |
| 130,599 S.F. | 1 S.F. of G.F.A / 1 S.F. of Lot Area | 1 X 130,599 = 130,599 S.F. |

The lot consists of 130,599 square feet. The proposed medical building is 40,776 square feet. Therefore, the proposed project complies with the allowable floor area ratio within the MPD zone.

The proposed addition incorporates a Spanish architectural style to complement the existing building. The proposed landscape along the northern, eastern, and southern boundary of the site would serve to meet the required minimum setback requirement for properties located in the MPD zone.

In addition, the applicant is proposing a new parking lot and will pave and stripe a portion of the site to provide 164 parking spaces.

Parking Analysis

Per the HPMC Section 9-3.804, the calculation for the required off-street parking for medical office uses is one space per every 300 square feet of building area. The proposed 40,776 square foot medical building will require 136 off-street parking spaces. The applicant's proposal will provide 164 off-street parking spaces, which is 28 parking spaces over the required amount. Therefore, the proposed project has sufficient off-street parking to support the expansion of the existing commercial building, as shown below.

ORDINANCE AMENDING TITLE 9, CHAPTER 4, ARTICLE 3 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO ALLOWED LAND USES AND THE APPROVAL OF A CONDITIONAL USE PERMIT, DEVELOPMENT PERMIT, PARCEL MERGER, AND ADOPTION OF A CATEGORICAL EXEMPTION.

September 21, 2015

Page 4 of 18

| STANDARD OFF-STREET PARKING CALCULATION | | |
|--|------------------|----------|
| USE | REQUIRED | PROVIDED |
| Medical Office | 40,776/300 = 136 | 164 |
| 164 - 136 = 28 surplus parking spaces | | |

FISCAL IMPACT/FINANCING

The applicant has paid all applicable application and notification fees. Approval of the proposed ordinance amendment will not have an impact on the City's general fund.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Zoning Ordinance Amendment

The applicant is requesting a Zoning Ordinance Amendment to modify Section 9-4.3 of the Municipal Code relating to allowed land uses in the MPD zone. The proposed amendment will allow the use of medical offices in the MPD zone through a CUP. Presently, medical offices are not allowed in the MPD zone.

It is not anticipated that the proposed amendment to the Zoning Code will create an adverse impact to public health, welfare and safety. The overall goal of the proposed amendment is the orderly development of City's MPD zone in a manner that is consistent with the City's General Plan and, more specifically, with the community's vision.

Pursuant to HPMC Section 9-2.1407(2), an amendment to the Zoning Code may be approved only if all of the following findings are made:

1. *The proposed amendment is consistent with the General Plan.*

Pursuant to Section 9-4.301 of the Municipal Code, the purpose of the MPD zoning district is to provide for service commercial, business and industrial uses, while providing a major economic base with employment concentrations generally served by arterial streets. The City's General Plan includes several land use designations, including Light Industry. The General Plan includes "service operations" and "related developments" as permitted uses within the General Plan's Light Industry land use designation.

ORDINANCE AMENDING TITLE 9, CHAPTER 4, ARTICLE 3 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO ALLOWED LAND USES AND THE APPROVAL OF A CONDITIONAL USE PERMIT, DEVELOPMENT PERMIT, PARCEL MERGER, AND ADOPTION OF A CATEGORICAL EXEMPTION.

September 21, 2015

Page 5 of 18

The permitted uses within the MPD zone, a zone designated as industrial, must be consistent with the permitted uses included within the General Plan's applicable industrial land use designation. The proposed amendment, which will conditionally allow medical offices in the MPD zone, will be consistent with the intent and purpose of the General Plan's designation of "Light Industrial" land uses. Furthermore, the proposed medical office use qualifies as a "service operation" or a "related development" as contemplated under the General Plan.

2. *The proposed amendment would not be detrimental to the public interest, health, safety, convenience or welfare of the City.*

It is not anticipated that the proposed amendment to the Zoning Code will create an adverse impact to public health, welfare and safety because the overall goal of the proposed amendment is to maintain the orderly development of City's MPD zone in a manner that is consistent with the City's General Plan and, more specifically, with the community's vision.

3. *The proposed project has been reviewed in compliance with the provisions of the California Environmental Quality Act (CEQA), and the City's Guidelines.*

Pursuant to the provisions of the California Environmental Quality Act (hereinafter "CEQA") (California Public Resources Code Sections 21000 et seq.) and State CEQA guidelines (14 Cal. Code Regs Sections 15000 et seq.), it has been determined that adoption and implementation of the proposed Ordinance is exempt from CEQA pursuant to Section 15332 (In-Fill Development Projects) and Section 15061 (Review for Exemption) of the California Code of Regulations.

4. *The proposed amendment is internally consistent with other applicable provisions of the Municipal Code.*

The proposed amendment is internally consistent with other applicable provisions of the Zoning Ordinance, in that the project complies with all the development standards of the MPD zone.

Conditional Use Permit

In accordance with the proposed Zoning Ordinance Amendment, the applicant's expansion of the commercial building will require a CUP.

In granting a CUP for the proposed medical office use, the Planning Commission must make the required findings, as set forth in the HPMC. Pursuant to HPMC Section 9-2.1105, a CUP may be approved only if all the following findings are made:

ORDINANCE AMENDING TITLE 9, CHAPTER 4, ARTICLE 3 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO ALLOWED LAND USES AND THE APPROVAL OF A CONDITIONAL USE PERMIT, DEVELOPMENT PERMIT, PARCEL MERGER, AND ADOPTION OF A CATEGORICAL EXEMPTION.

September 21, 2015

Page 6 of 18

1. *The proposed use is conditionally permitted within, and would not impair the integrity and character of, the subject zoning district and complies with all of the applicable provisions of this Code.*

With the approval of the proposed zoning ordinance amendment, the proposed medical office use will become conditionally permitted use within the MPD zoning district. The proposed medical office use complies with all applicable development standards including off-street parking.

2. *The proposed use is consistent with the General Plan.*

Pursuant to Section 9-4.301 of the Municipal Code, the purpose of the MPD zoning district is to provide for service commercial, business and industrial uses, while providing a major economic base with employment concentrations generally served by arterial streets. The City's General Plan includes several land use designations, including Light Industry. The General Plan includes "service operations" and "related developments" as permitted uses within the General Plan's Light Industry land use designation.

The permitted uses within the MPD zone, a zone designated as industrial, must be consistent with the permitted uses included within the General Plan's applicable industrial land use designation. The proposed amendment, which will conditionally allow medical offices in the MPD zone, will be consistent with the intent and purpose of the General Plan's designation of "Light Industrial" land uses. Furthermore, the proposed medical office use qualifies as a "service operation" or a "related development" as contemplated under the General Plan.

3. *The approval of the Conditional Use Permit for the proposed use is in compliance with the requirements of the California Environmental Quality Act (CEQA) and the City's Guidelines.*

Pursuant to the provisions of the California Environmental Quality Act (hereinafter "CEQA") (California Public Resources Code Sections 21000 et seq.) and State CEQA guidelines (14 Cal. Code Regs Sections 15000 et seq.), it has been determined that approval of the CUP for the proposed use is exempt from CEQA pursuant to Section 15332 (In-Fill Development Projects) and Section 15061 (Review for Exemption) of the California Code of Regulations.

4. *The design, location, size and operating characteristics of the proposed use are compatible with the existing and planned future land uses within the general area in which the proposed use is to be located and will not create significant noise, traffic or other conditions or situations that may be objectionable or detrimental to*

ORDINANCE AMENDING TITLE 9, CHAPTER 4, ARTICLE 3 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO ALLOWED LAND USES AND THE APPROVAL OF A CONDITIONAL USE PERMIT, DEVELOPMENT PERMIT, PARCEL MERGER, AND ADOPTION OF A CATEGORICAL EXEMPTION.

September 21, 2015

Page 7 of 18

other permitted uses operating nearby or adverse to the public interest, health, safety, convenience or welfare of the City.

The design, size, and location of the project site are adequate to support the proposed expansion of the existing commercial building. The subject site is approximately 130,599 square feet and will provide 164 off-street parking spaces to satisfy the 136 required off-street parking spaces for the use. Because the subject site and proposed expansion comply with all applicable development standards, the proposed expansion is not expected to create significant noise, traffic or other conditions that may be detrimental to neighboring uses or to the public.

5. *The subject site is physically suitable for the type and density/intensity of use being proposed.*

The subject site is physically suitable for the proposed expansion of the commercial building. The 130,599 square foot site has adequate circulation for vehicles, parking, and access from Slauson Avenue and Alameda Street.

6. *There are adequate provisions for public access, water, sanitation and public utilities and services to ensure that the proposed use would not be detrimental to public health, safety and general welfare.*

Access to the site is provided through Slauson Avenue to the north and Alameda Street to the east. The site also has adequate existing sanitation, public utilities and services. The proposed development was reviewed by the City's Engineer and Building Official and they have determined that the project will not significantly intensify public access, water, sanitation, and public utilities and services

Development Permit

HMPC Section 9-2.1003 requires a Development Permit for projects consisting of the expansion or conversion of an existing structure or use, affecting or involving a minimum of twenty-five (25) percent of the total gross floor area of the structure. Here, the proposed project includes a 28,476 square foot expansion to the existing 12,300 square foot commercial building. Accordingly, the proposed project requires a Development Permit.

In granting a Development Permit, the Planning Commission must make findings in connection with the Development Permit, as set forth in the Huntington Park Municipal Code. Pursuant to HMPC Section 9-2.1007, a Development Permit may be approved only if all of the following findings are made:

ORDINANCE AMENDING TITLE 9, CHAPTER 4, ARTICLE 3 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO ALLOWED LAND USES AND THE APPROVAL OF A CONDITIONAL USE PERMIT, DEVELOPMENT PERMIT, PARCEL MERGER, AND ADOPTION OF A CATEGORICAL EXEMPTION.

September 21, 2015

Page 8 of 18

1. *The proposed development is one permitted within the subject zoning district and complies with all of the applicable provisions of this Code, including prescribed development/site standards.*

With the approval of the proposed zoning ordinance amendment, the proposed medical office use will become conditionally permitted use within the MPD zoning district. The proposed medical office use complies with all applicable development standards including off-street parking.

2. *The proposed development is consistent with the General Plan.*

Pursuant to Section 9-4.301 of the Municipal Code, the purpose of the MPD zoning district is to provide for service commercial, business and industrial uses, while providing a major economic base with employment concentrations generally served by arterial streets. The City's General Plan includes several land use designations, including Light Industry. The General Plan includes "service operations" and "related developments" as permitted uses within the General Plan's Light Industry land use designation.

The permitted uses within the MPD zone, a zone designated as industrial, must be consistent with the permitted uses included within the General Plan's applicable industrial land use designation. The proposed amendment, which will conditionally allow medical offices in the MPD zone, will be consistent with the intent and purpose of the General Plan's designation of "Light Industrial" land uses. Furthermore, the proposed medical office use qualifies as a "service operation" or a "related development" as contemplated under the General Plan.

3. *The proposed development would be harmonious and compatible with existing and planned future developments within the zoning district and general area, as well as with the land uses presently on the subject property.*

It is anticipated that the existing and future development of the zoning district continue as manufacturing and industrial. The surrounding properties within the vicinity are built for manufacturing and industrial uses. The proposed development would be compatible with existing surrounding uses, therefore, will not adversely impact the subject site or surrounding area. The proposed use will not be of greater intensity than the existing surrounding uses.

4. *The approval of the Development Permit for the proposed project is in compliance with the requirements of the California Environmental Quality Act (CEQA) and the City's Guidelines.*

ORDINANCE AMENDING TITLE 9, CHAPTER 4, ARTICLE 3 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO ALLOWED LAND USES AND THE APPROVAL OF A CONDITIONAL USE PERMIT, DEVELOPMENT PERMIT, PARCEL MERGER, AND ADOPTION OF A CATEGORICAL EXEMPTION.

September 21, 2015

Page 9 of 18

Pursuant to the provisions of the California Environmental Quality Act (hereinafter "CEQA") (California Public Resources Code Sections 21000 et seq.) and State CEQA guidelines (14 Cal. Code Regs Sections 15000 et seq.), it has been determined that approval of the Development Permit for the proposed project is exempt from CEQA pursuant to Section 15332 (In-Fill Development Projects) and Section 15061 (Review for Exemption) of the California Code of Regulations.

5. *The subject site is physically suitable for the type and density/intensity of use being proposed.*

The subject site is physically suitable for the proposed expansion of the commercial building. The 130,599 square foot site has adequate circulation for vehicles, parking, and access from Slauson Avenue and Alameda Street.

6. *There are adequate provisions for public access, water, sanitation and public utilities and services to ensure that the proposed development would not be detrimental to public health, safety and general welfare.*

Access to the site is provided through Slauson Avenue to the north and Alameda Street to the east. The site also has adequate existing sanitation, public utilities and services. The proposed development was reviewed by the City's Engineer and Building Official and they have determined that the project will not significantly intensify public access, water, sanitation, and public utilities and services.

7. *The design, location, size and operating characteristics of the proposed development would not be detrimental to the public health, safety, or welfare of the City.*

The design, size, and location of the project site are adequate to support the proposed expansion of the existing commercial building. The subject site is approximately 130,599 square feet and will provide 164 off-street parking spaces to satisfy the 136 required off-street parking spaces for the use. Because the subject site and proposed expansion comply with all applicable development standards, the proposed expansion is not expected to create significant noise, traffic or other conditions that may be detrimental to neighboring uses or to the public.

ORDINANCE AMENDING TITLE 9, CHAPTER 4, ARTICLE 3 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO ALLOWED LAND USES AND THE APPROVAL OF A CONDITIONAL USE PERMIT, DEVELOPMENT PERMIT, PARCEL MERGER, AND ADOPTION OF A CATEGORICAL EXEMPTION.

September 21, 2015

Page 10 of 18

CONCLUSION

Upon approval by City Council waiving further reading and introduction of Ordinance No. 942-NS, ordinance will be scheduled for second reading and adoption on October 6, 2015. Following adoption, staff will file a Notice of Exemption with the Los Angeles County Recorder's Office and City Clerk will proceed with codification of said ordinance.

CONDITIONS OF APPROVAL

Planning Division

1. That the property owner and applicant shall indemnify, protect, hold harmless and defend the City and any agency or instrumentality thereof, its officers, employees and agents from all claims, actions, or proceedings against the City to attack, set aside, void, annul, or seek damages arising out of an approval of the City, or any agency or commission thereof, concerning this project. City shall promptly notify both the property owner and applicant of any claim, action, or proceeding to which this condition is applicable. The City shall cooperate in the defense of the action, while reserving its right to act as it deems to be in the best interest of the City and the public. The property owner and applicant shall defend, indemnify and hold harmless the City for all costs and fees incurred in additional investigation or study, or for supplementing or revising any document, including, without limitation, environmental documents. If the City's legal counsel is required to enforce any condition of approval, the applicant shall pay for all costs of enforcement, including legal fees.
2. Except as set forth in subsequent conditions, all-inclusive, and subject to department corrections and conditions, the property shall be developed substantially in accordance with the applications, environmental assessment, and plans submitted.
3. That the proposed use shall comply with all applicable City, County, State and Federal codes, laws, rules, and regulations, including Health, Building and Safety, Fire, Sign, Zoning, and Business License.
4. That the use be conducted, and the property be maintained, in a clean, neat, quiet, and orderly manner at all times and comply with the property maintenance standards as set forth in Section 9-3.103.18 and Title 8, Chapter 9 of the Huntington Park Municipal Code.
5. That the business be operated in compliance with the City of Huntington Park Noise Ordinance.

ORDINANCE AMENDING TITLE 9, CHAPTER 4, ARTICLE 3 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO ALLOWED LAND USES AND THE APPROVAL OF A CONDITIONAL USE PERMIT, DEVELOPMENT PERMIT, PARCEL MERGER, AND ADOPTION OF A CATEGORICAL EXEMPTION.

September 21, 2015

Page 11 of 18

6. That any existing and/or future graffiti, as defined by Huntington Park Municipal Code Section 5-27.02(d), shall be diligently removed within a reasonable time period by the property or business owner and at their own expense.
7. That the operator shall obtain/amend its City of Huntington Park Business License prior to commencing business operations.
8. That if any signs are proposed, such signs shall be installed in compliance with the City's sign regulations and that approval be obtained through a Sign Design Review prior to installation and that any existing non-permitted signs either apply for proper permits or be removed.
9. That all existing and/or proposed mechanical equipment and appurtenances, including satellite dishes, gutters etc., whether located on the rooftop, ground level or anywhere on the property shall be completely shielded/enclosed so as not to be visible from any public street and/or adjacent properties. Such shielding/enclosure of facilities shall be of compatible design related to the building structure for which such facilities are intended to serve and shall be installed prior to the commencement of alcohol sales.
10. That any proposed on-site utilities, including electrical and telephone, be installed underground and be completely concealed from public view as required by the Planning Division.
11. That the existing trash enclosure with a gate and overhead trellis be maintained in compliance with HPMC Section 9-3.103(24).
12. That the applicant comply with all of the provisions of Title 7, Chapter 9 of the Huntington Park Municipal Code relating to Storm Water Management. The applicant shall also comply with all requirements of the National Pollutant Discharge Elimination System (NPDES), Model Programs, developed by the County of Los Angeles Regional Water Quality Board. This includes compliance with the City's Low Impact Development (LID) requirements.
13. That this entitlement shall be subject to review for compliance with conditions of the issuance at such intervals as the City Planning Commission shall deem appropriate.
14. That the violation of any of the conditions of this entitlement may result in a citation(s) and/or the revocation of the entitlement.
15. That this entitlement may be subject to additional conditions after its original issuance. Such conditions shall be imposed by the City Planning Commission as

ORDINANCE AMENDING TITLE 9, CHAPTER 4, ARTICLE 3 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO ALLOWED LAND USES AND THE APPROVAL OF A CONDITIONAL USE PERMIT, DEVELOPMENT PERMIT, PARCEL MERGER, AND ADOPTION OF A CATEGORICAL EXEMPTION.

September 21, 2015

Page 12 of 18

deemed appropriate to address problems of land use compatibility, operations, aesthetics, security, noise, safety, crime control, or to promote the general welfare of the City.

16. That the applicant be required to apply for a new entitlement if any alteration, modification, or expansion would increase the existing floor area of the establishment.
17. That this entitlement shall expire in the event it is not exercised within one (1) year from the date of approval, unless an extension has been granted by the Planning Commission.
18. That if the use ceases to operate for a period of six (6) months the entitlement shall be null and void.
19. That should the operation of this establishment be granted, deemed, conveyed, transferred, or should a change in management or proprietorship occur at any time, this Conditional Use Permit shall be reviewed to ensure compliance with all conditions of approval is current.
20. The Director of Community Development is authorized to make minor modifications to the approved preliminary plans or any of the conditions if such modifications shall achieve substantially the same results, as would strict compliance with said plans and conditions.
21. That the business owner (applicant) and property owner agree in writing to the above conditions.

Building and Safety Division

22. The initial plan check fee will cover the initial plan check and one recheck **only**. Additional review required beyond the first recheck shall be paid for on an hourly basis in accordance with the current fee schedule.
23. The second sheet of building plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.
24. School Developmental Fees shall be paid to the School District prior to the issuance of the building permit.
25. Fees shall be paid to the County of Los Angeles Sanitation District prior to issuance of the building permit.

ORDINANCE AMENDING TITLE 9, CHAPTER 4, ARTICLE 3 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO ALLOWED LAND USES AND THE APPROVAL OF A CONDITIONAL USE PERMIT, DEVELOPMENT PERMIT, PARCEL MERGER, AND ADOPTION OF A CATEGORICAL EXEMPTION.

September 21, 2015

Page 13 of 18

26. Art fee shall be paid to the City prior to issuance of the building Permit.
27. Recycling deposit shall be filed prior to issuance of the building permit to the satisfaction of the recycling coordinator.
28. Applicant is solely responsible for satisfying all Office of Statewide Health Planning and Development ('OSHPD') requirements, including but not limited to Health and Safety Code Sections 1200 and/or 1250; and for obtaining any necessary certifications required for an OSHPD 3 use by the State of California. Applicant is solely responsible for submitting plans to OSHPD, paying all associated fees, requesting inspections from OSHPD, and coordinating all OSHPD 3 work with all other work within the jurisdiction of the City. City will plan check and inspect only for compliance with California Title 24, excluding all OSHPD 3 requirements. City is not responsible for scheduling or coordinating any work within its jurisdiction with any work within the jurisdiction of OSHPD.
29. In accordance with paragraph 5538(b) of the California Business and Professions Code, plans are to be prepared and stamped by a licensed architect.
30. Structural calculations prepared under the direction of an architect, civil engineer or structural engineer shall be provided.
31. A geotechnical and soils investigation report is required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:
 - a) Observation of cleared areas and benches prepared to receive fill;
 - b) Observation of the removal of all unsuitable soils and other materials;
 - c) The approval of soils to be used as fill material;
 - d) Inspection of compaction and placement of fill;
 - e) The testing of compacted fills; and
 - f) The inspection of review of drainage devices.
32. The owner shall retain the soils engineer preparing the Preliminary Soils and/or Geotechnical Investigation accepted by the City for observation of all grading, site preparation, and compaction testing. Observation and testing shall not be performed by another soils and/or geotechnical engineer unless the subsequent soils and/or geotechnical engineer submits and has accepted by the Public Works Department, a new Preliminary Soils and/or Geotechnical Investigation.
33. Prior to permit issuance the pdf copy of the soils report shall be provided by the applicant.

ORDINANCE AMENDING TITLE 9, CHAPTER 4, ARTICLE 3 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO ALLOWED LAND USES AND THE APPROVAL OF A CONDITIONAL USE PERMIT, DEVELOPMENT PERMIT, PARCEL MERGER, AND ADOPTION OF A CATEGORICAL EXEMPTION.

September 21, 2015

Page 14 of 18

34. A grading and drainage plan shall be approved prior to issuance of the building permit. The grading and drainage plan shall indicate how all storm drainage including contributory drainage from adjacent lots is carried to the public way or drainage structure approved to receive storm water.
35. A Stormwater Pollution Prevention Program ("SWPPP") is required to be submitted. The SWPPP shall contain details of best management practices, including desilting basins or other temporary drainage or control measures, or both, as may be necessary to control construction-related pollutants which originate from the site as a result of construction related activities. No grading permit will be issued until the SWPPP has been submitted to and accepted by the building official.
36. For sites where the disturbed area is one acre or more, applicants must file a Notice of Intent (NOI) and a State SWPPP and obtain a Waste Discharge Identification number (WDID No.). Both the NOI and the WDID No. must be stated on the first sheet of the plans.
37. Prior to the submittal of an application for approval of new construction or redevelopment by the Planning Department and/or the Building and Safety Department the applicant shall submit an **LID** plan to the City Engineer and/or Building Official. No building permit shall be issued until an **LID** implementation plan has been approved by the City Engineer and/or Building Official.
38. All State of California disability access regulations for accessibility and adaptability shall be complied with.
39. Approval is required from the Los Angeles County Health Department for public spas, wading pools, and swimming pools.
40. If not already existing, a grease interceptor or grease traps shall be installed in accordance with the current Plumbing Code.
41. The building permit will not be issued until the property has been surveyed and the boundaries marked by a land surveyor licensed by the State of California.
42. Foundation inspection will not be made until setback on the side of each proposed building along the property line has been surveyed and the location of the footings has been determined to be in accordance with the approved plans by a land surveyor licensed by the State of California. **THIS NOTE IS TO BE PLACED ON THE FOUNDATION PLAN IN A PROMINENT LOCATION.**
43. Electrical plan check is required.

ORDINANCE AMENDING TITLE 9, CHAPTER 4, ARTICLE 3 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO ALLOWED LAND USES AND THE APPROVAL OF A CONDITIONAL USE PERMIT, DEVELOPMENT PERMIT, PARCEL MERGER, AND ADOPTION OF A CATEGORICAL EXEMPTION.

September 21, 2015

Page 15 of 18

44. Energy calculations are required.
45. Mechanical plan check is required.
46. Plumbing plan check is required.
47. Plumbing fixtures shall be provided as required by the Chapter 4 of the California Plumbing Code. Additional fixtures may be required if not in compliance.
48. Project shall comply with the CalGreen Non Residential mandatory requirements.
49. Demolition permit is required for any existing buildings which are to be demolished.
50. All fire sprinkler hangers must be designed and their location approved by an engineer or an architect. Calculations must be provided indicating that the hangers are designed to carry the tributary weight of the water filled pipe plus a 250 pound point load. A plan indication this information must be stamped by the engineer or the architect and submitted for approval prior to issuance of the building permit.
51. Separate permit is required for Fire Sprinklers.
52. City records indicate the proposed site is a combination of lots under common ownership. A parcel merger by document shall be obtained or a parcel/tract map shall be processed **prior** to issuance of the building permit.

Engineering Department

53. Prior to issuance of grading, building or other permits as appropriate, the applicant shall pay all necessary fees to the City.
54. If a new sewer line/connection is installed, a fee will be required in addition to the fees paid to the County of Los Angeles Sanitation District, and shall be paid prior to building permit issuance.
55. A separate public works permit and payment of fee is required for all work in the public right-of-way.
56. Separate plans for improvements within the public right-of-way are not required. However, prior to issuance of a building and/or grading permit, all necessary improvements within the public right-of-way shall be shown on building or grading plans in accordance with established City standards or as directed by the City Engineer and/or his/her designee.

ORDINANCE AMENDING TITLE 9, CHAPTER 4, ARTICLE 3 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO ALLOWED LAND USES AND THE APPROVAL OF A CONDITIONAL USE PERMIT, DEVELOPMENT PERMIT, PARCEL MERGER, AND ADOPTION OF A CATEGORICAL EXEMPTION.

September 21, 2015

Page 16 of 18

57. All improvements are to be designed, installed and completed at the sole expense of the applicant/developer/property owner.
58. The applicant/developer/property owner shall design and construct the improvements to the satisfaction and approval of the City Engineer or his/her designee.
59. All work shall be done in accordance with Standard Plans for Public Works Construction (SPPWC), and/or as directed by the City Engineer or his/her designee.
60. Project shall meet all requirements of the National Pollutant Discharge Elimination System (NPDES) related to pollutants; runoff and non-stormwater discharges including but not limited to Low Impact Development, Stormwater Pollution Prevention Plan, and/or Erosion Control Plans.
61. All existing damaged or off-grade curb, gutter and sidewalk shall be removed and replaced as directed by the City Engineer or his/her designee.
62. Any existing improvements damaged or made off-grade during construction, shall be removed and replaced in accordance with appropriate standards, and as directed by the City Engineer or his/her designee.
63. Bench Marks, Center Line Ties, and any other Survey Monumentation, shall be established and/or replaced accordingly at the completion of the project.
64. New trees shall be one of the approved types by the City for trees in public right-of-way, or as directed by the City Engineer or his/her designee. Trees shall be installed in the parkway with a low drip irrigation system. Root barriers shall be installed. A 48"x48" street tree cover shall be installed where required by the City Engineer or his/her designee.
65. When required, existing street pavement shall be rehabilitated along the length of the property frontage to the centerline of the street as indicated below, and as directed by the City Engineer or his/her designee:

Install Type II slurry on existing AC pavement; or

Grind existing pavement to a depth of 2" and overlay new AC; or

Remove and reconstruct existing pavement. New street section to match existing adjacent street section, but shall not be less than 4" AC, 4" CAB on 95% compacted base; or

Pay in-lieu fee for the required rehab to the City. City will use the in-lieu fees in the future for street rehabilitations as necessary.

ORDINANCE AMENDING TITLE 9, CHAPTER 4, ARTICLE 3 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO ALLOWED LAND USES AND THE APPROVAL OF A CONDITIONAL USE PERMIT, DEVELOPMENT PERMIT, PARCEL MERGER, AND ADOPTION OF A CATEGORICAL EXEMPTION.

September 21, 2015

Page 17 of 18

66. All new driveways shall be according to SPPWC Standard Plan 110-2, Type B or C with the minimum width established by Planning and/or Los Angeles County Fire Department.
67. All existing noncomplying driveway aprons shall be constructed in accordance with applicable SPPWC standards.
68. Top of driveway apron X shall be 5 feet minimum from any trees, power poles, traffic signal controllers, electric services or similar improvements in the public right of way.
69. When required, all existing driveways aprons to be closed shall be removed and replaced with necessary improvements (parkway, landscape, sidewalk, curb and gutter, any others as applicable) to match required adjacent sections, and as directed by the City Engineer or his/her designee.
70. All existing and proposed utilities shall be conveyed to the site underground.
71. New street lights shall match existing street light standards in the street block, and as directed by the City Engineer or his/her designee.

Laura Avenue

72. Construct new commercial driveway approach in accordance with SPPWC Standard Plan 110-2, and as directed by the City Engineer or his/her designee.
73. Close all existing driveway aprons not to be used and install necessary improvements (parkway, sidewalk, curb and gutter, and any others as applicable) to match required adjacent sections, and as directed by the City Engineer or his/her designee.
74. Remove and replace broken and lifted concrete sidewalk along the length of the property frontage in accordance with SPPWC Standard Plan 113-2, to meet ADA requirements and as directed by the City Engineer and/or his/her designee.
75. Remove and replace curb and gutter long the length of the property frontage, beginning at the catch basin, in accordance with SPPWC Standard Plan 120-2, and as directed by the City Engineer or his/her designee. Plan and profile shall be submitted for review and approval.
76. All existing Catch Basins shall be properly protected.

ORDINANCE AMENDING TITLE 9, CHAPTER 4, ARTICLE 3 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO ALLOWED LAND USES AND THE APPROVAL OF A CONDITIONAL USE PERMIT, DEVELOPMENT PERMIT, PARCEL MERGER, AND ADOPTION OF A CATEGORICAL EXEMPTION.

September 21, 2015

Page 18 of 18

- 77. Rehabilitate existing AC street pavement along the length of the property frontage to the centerline of the street as directed by the City Engineer or his/her designee. Cold mill existing pavement by 3" and overlay with 3" Asphalt Pavement. Protect Local Depression at the catch basin.
- 78. Underground all services to the property.
- 79. All USA markings shall be removed at the end of the project.

Alameda Street

- 80. No driveways shall be constructed along Alameda Street.
- 81. Close all existing driveway aprons not proposed to be used.
- 82. Remove and replace broken and off grade sidewalk and construct new sidewalk.
- 83. Remove and replace broken and off grade curb and gutter.
- 84. Existing ADA ramp at the corner return shall be reconstructed per new State Standards.
- 85. Underground all services to the property.

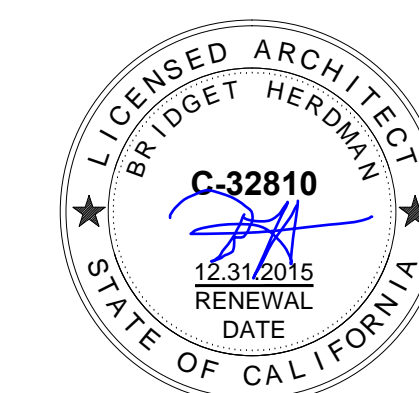
Respectfully submitted,



JOHN A. ORNELAS
Interim City Manager

ATTACHMENTS

- A: Architectural Plans
- B: Applications and Environmental Assessment Checklist
- C: PC Resolution No. 2015-06
- D: Draft City Council Ordinance No. 942-NS, Amending Title 9, Chapter 4, Article 3 of the Huntington Park Municipal Code Relating to Allowed Land Uses



GENERAL
CONTRACTOR

ANVIL
CONSTRUCTION
CONSULTANTS

STRUCTURAL ENGINEER:
KRAMER ENGINEERING INC.

CIVIL ENGINEER:
SEABOARD ENGINEERING INC

MECHANICAL ENGINEER
AMATO AIR INC.

PLUMBING ENGINEER:
PRECISION PLUMBING

ELECTRICAL ENGINEER
KENT ELECTRIC INC.

FIRE PROTECTION:
J.M. GARDEN INC.

PROJECT

ALTA MED
MEDICAL GROUP

HUNTINGTON
PARK

PHASE 3

1900 E. SLAUSON
HUNTINGTON PARK, CA

CLIENT



2040 CAMFIELD AVENUE
LOS ANGELES, CA 90040

DRAWING INFO

[illegible]

DATE DRAWN: 05.12.2015
DRAWN BY: JRS/PE
HR-A&D JOB NO: A14-1063
DRAWING SCALE: N.T.S.

TITLE SHEET

A0.1

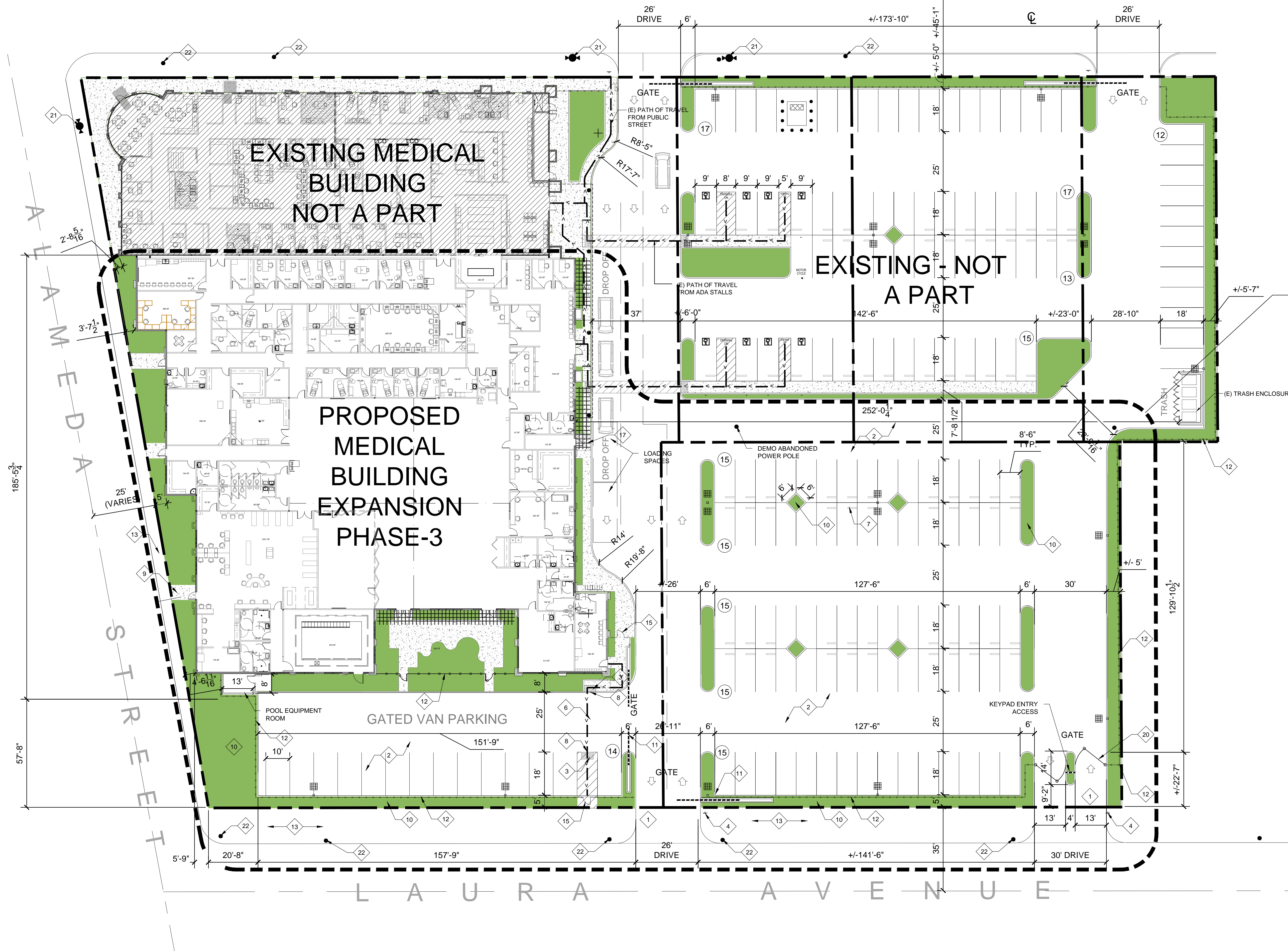


MEDICAL GROUP

PHASE 3 - BUILDING EXPANSION + SITE IMPROVEMENTS

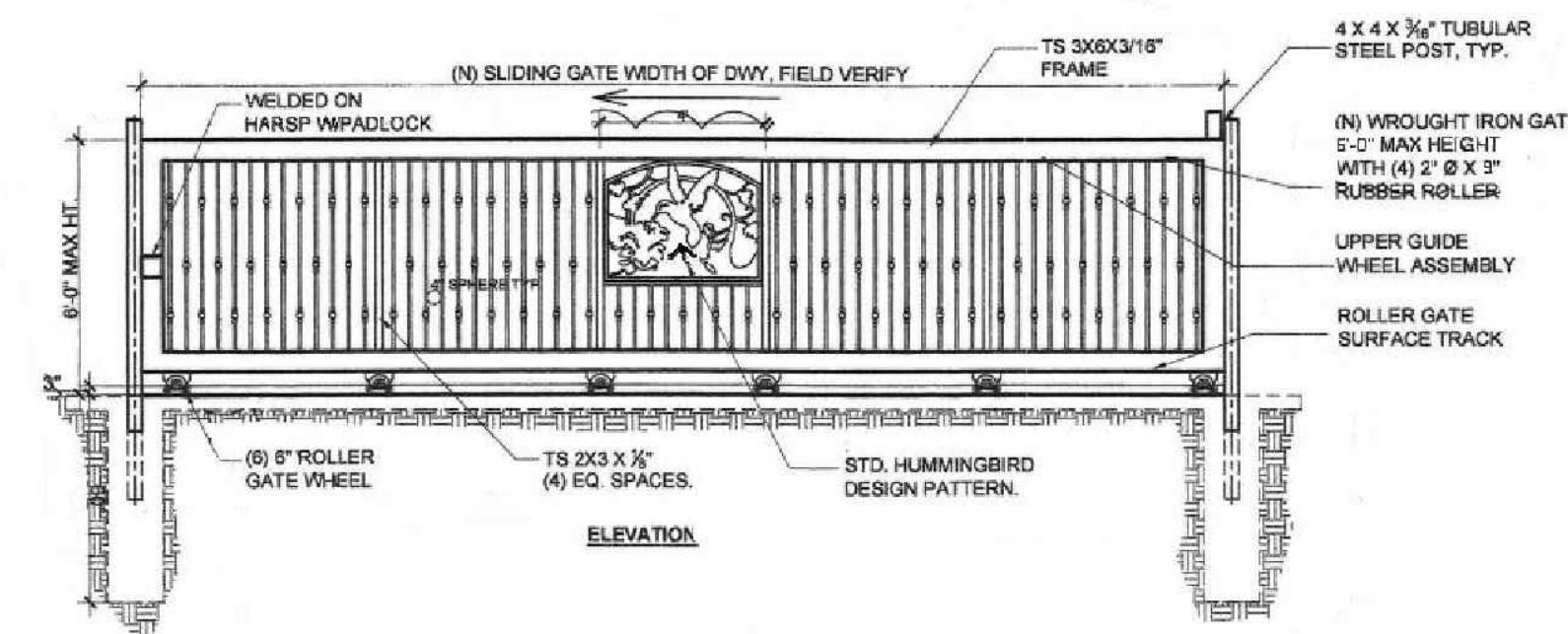
H U N T I N G T O N P A R K , C A

| VICINITY MAP | | PROJECT INFORMATION | | SCOPE OF WORK | | REFERENCED CODE | | CONSULTANTS | | SHEET INDEX | | CITY REQUIRED PLANNING PERMITS | |
|--|--|---|--|--|--|---|--|--|--|--|--|---|--|
| | | <p>BUILDING ADDRESS: 1900 E. SLAUSON AVENUE, SUITE B HUNTINGTON PARK, CA</p> <p>APN: 6321-001-020 & 6321-001-800 CONSTRUCTION TYPE: V-B NUMBER OF FLOORS: 1 OCCUPANCY: (E) B, PROPOSED B, I-4 FIRE SPRINKLERS: YES</p> <p>ZONING: MPD SITE AREA: 130,423 (2.99 AC)</p> <p>BUILDING AREA (E) OFFICE 12,300 S.F. B OCCU. (N) OFFICE 17,711 S.F. B OCCU. (N) ADULT DAY CARE 10,765 S.F. I-4 OCCU. TOTAL PROPOSED AREA 40,776 S.F.</p> <p>ALLOWABLE AREA (CBC TABLE 503): V-B = 9,000 S.F. W/ AUTOMATIC SPRINKLER INCREASE X3 (1 STORY, CBC 506.3) = 27,000 S.F. I-4 = 9,000 S.F. W/ AUTOMATIC SPRINKLER INCREASE X3 (1 STORY, CBC 506.3) = 27,000 S.F.</p> <p>FIRE WALL SEPARATION BETWEEN B & I-4 (CBC 706.4 a) = 2-HOUR FIRE RESISTANCE RATING.</p> <p>COVERAGE: 31.23%</p> <p>PARKING REQUIRED OFFICE (1/300) 136 STALLS TOTAL REQUIRED 136 STALLS</p> <p>PARKING PROVIDED STANDARD 141 STALLS ADA 8 STALLS VAN 14 STALLS MOTORCYCLE 1 STALLS TOTAL PROVIDED 164 STALLS</p> | | <p>PHASE 1: INTERIOR TENANT IMPROVEMENT IN 12,300 SF EXISTING COMMERCIAL BUILDING</p> <p>FRAME AND DRYWALL IN FRONT OF EXISTING WINDOWS & DOORS ON SOUTH SIDE</p> <p>REMOVE EXTERIOR MAN-DOORS ALONG SLAUSON AVE. & FILL IN WALL TO MATCH ADJACENT FINISH @ EXTERIOR</p> <p>NEW EXIT DOOR ON NORTH SIDE</p> <p>NEW INTERIOR MEDICAL OFFICE WITH LIGHTING & EQUIPMENT</p> <p>PHASE 2: EXTERIOR RENOVATIONS TO EXISTING BUILDING, PARKING LOT W/ TRASH ENCLOSURE & PAD FOR PHASE 3.</p> <p>PHASE 3: 28,476 SF NEW BUILDING SHELL & TENANT IMPROVEMENT.</p> | | <p>2013 CBC 2013 CEC 2013 CMC 2013 CPC 2013 CFC 2013 NFPA 13 - FIRE SPRINKLER 2013 NFPA 72 - FIRE ALARM 2013 CAL GREEN BUILDINGS CODE 2010 CALIFORNIA ENERGY CODE</p> <p>2014 LACO BUILDING CODE (IBC) 2014 LACO ELECTRICAL CODE (NEC) 2014 LACO MECHANICAL CODE (UMCC) 2014 LACO PLUMBING CODE (UPC)</p> <p>ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE CURRENT CODE AND ORDINANCES HAVING JURSDICTION.</p> | | <p>ANVIL CONSTRUCTION COMPANY, INC. 24422 AVENIDA DE LA CARLOTA LAGUNA HILLS, CA 92653 CONTACT: RICK SCHERRER PHONE: 949.466.1994 EMAIL: R.W.SCHERRER@ME.COM</p> <p>KRAMER ENGINEERING, INC. 3002 DOW AVENUE, SUITE 136 IRVINE, CA 92780 CONTACT: DAVE KRAMER PHONE: 714.838.6222 EMAIL: DAVE@KRAMERENGINEERINGINC.COM</p> <p>SEABOARD ENGINEERING COMPANY 1100 SO. BEVERLY DRIVE LOS ANGELES, CA 90035 CONTACT: MARITES A. DIZON PHONE: 310.277.7337 EMAIL: MARITES@SEABOARDENGCO.COM</p> <p>AMATO AIR, INC. 2621 GREEN RIVER ROAD #105 B-221 CORONA, CA 92882 CONTACT: RICHARD J. AMATO PHONE: 951.735.5644 EMAIL: AMATOAIRINC@SBOGLOBAL.NET</p> <p>PRECISION PLUMBING & FIRE, INC. 6285 E. SPRING STREET #282 LONG BEACH, CA 90808 CONTACT: JOE BUCKLEY PHONE: 562.354.6504 EMAIL: JBUCKLEY64@MSN.COM</p> <p>KENT ELECTRIC 6655 SAN FERNANDO ROAD GLENDALE, CA 91201 CONTACT: DAVE KENT PHONE: 818.247.1192 EMAIL: DAVE@KENTELECTRICINC.COM</p> <p>J.M. CARDEN SPRINKLER CO., INC. 2909 FLETCHER DRIVE LOS ANGELES, CA 90065 CONTACT: ERIC OTTE PHONE: 323.258.8300 EXT. 206 EMAIL: EOTTE@JMCFIRE.COM</p> <p>HUNTER LANDSCAPE 711 S.FEE ANA STREET PLACENTIA, CA 92870 CONTACT: TOM HAYES PHONE: 714.986.2400 EMAIL: TOMH@HUNTERLANDSCAPE.NET</p> | | <p><u>ARCHITECTURAL</u> A0.1 - TITLE SHEET A1.0 - SITE PLAN A2.0 - OVERALL FLOOR PLAN A2.1 - FLOOR PLAN A4.0 - EXTERIOR ELEVATIONS</p> <p><u>CIVIL</u> C1 - COVER SHEET C2 - DEMOLITION PLAN C3 - GRADING & DRAINAGE PLAN C4 - DETAIL SECTION C5 - DETAIL SECTION C6 - EROSION CONTROL PLAN C7 - EROSION CONTROL DETAILS</p> <p><u>LANDSCAPE</u> L1 - COVER SHEET L2.1 - HARDSCAPE PLAN L2.2 - HARDSCAPE DETAILS L1-1 - IRRIGATION PLAN L1-2 - IRRIGATION DETAILS L1-3 - IRRIGATION DETAILS LP-1 - PLANTING PLAN LP-2 - PLANTING DETAILS LS-1 - SPECIFICATIONS LS-2 - SPECIFICATIONS LS-3 - SPECIFICATIONS</p> | | <p>1. ZONING ORDINANCE AMENDMENT TO CONDITIONALLY ALLOW MEDICAL OFFICES IN THE MPD ZONE</p> <p>2. DEVELOPMENT PERMIT FOR NEW 28,505 SF BUILDING</p> <p>3. CONDITIONALLY USE PERMIT FOR NEW MEDICAL OFFICE & ADULT DAY CARE FACILITY</p> | |
| <p>DEFERRED SUBMITTAL</p> <p>1. FIRE ALARM 2. FIRE SPRINKLER 3. SITE LIGHTING 4. MONUMENT SIGNAGE</p> | | | | <p>GENERAL NOTES</p> <p>1. ALTA MED IS A LICENSED OSHPDS FACILITY PLAN CHECKED AT THE LOCAL JURISDICTION LETTER.</p> | | <p>APPLICANT'S REPRESENTATIVE/ARCHITECT</p> <p>HERDMAN RIERSON ARCHITECTURE & DESIGN, INC. 16201 SCIENTIFIC WAY IRVINE, CA 92618 CONTACT: BRIDGET HERDMAN PHONE: 714.389.2800 EMAIL: BRIDGET@HERDMANRIERSON.COM</p> | | <p>TENANT</p> <p>ALTAMED MEDICAL GROUP 2940 CAMFIELD AVENUE LOS ANGELES, CA 90040 CONTACT: LUZMARIA CHAVEZ PHONE: 323.422.6814 EMAIL: LCHAVEZ@LA.ALTAMED.ORG</p> | | | | | |
| | | | | <p>PROPERTY OWNER</p> <p>CAMFIELD PARTNERS 24422 AVENIDA DE LA CARLOTA LAGUNA HILLS, CA 92653 CONTACT: KEN JACKSON PHONE: 949.707.0055 EMAIL: KJACKSON@CAMFIELDPARTNERS.COM</p> | | | | | | | | | |



A SITE PLAN
SCALE: 1" = 20'

TYPICAL SLIDING GATE ELEVATION

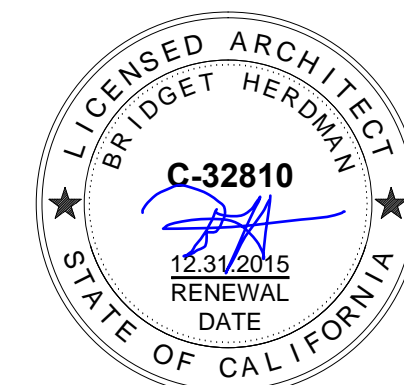


SITE PLAN KEY NOTES

- 1 NEW DRIVE CUT, PER CITY OR COUNTY STANDARDS. REFER TO LANDSCAPE DRAWINGS OR ENHANCED PAVING DESIGN IF APPLICABLE. REFER TO CIVIL DRAWINGS FOR ADDITIONAL INFORMATION.
- 2 ASPHALT PAVING, TYP. REFER TO SOILS REPORT & CIVIL DRAWINGS FOR ADDITIONAL DESIGN CRITERIA.
- 3 TRUNCATED DOMES
- 4 ADA SITE ENTRY SIGN PER CODE, TYPICAL.
- 5 ADA PARKING STALL SIGN PER CODE, PROVIDE AT ALL ADA STALLS, TYPICAL.
- 6 ADA PATH OF TRAVEL
- 7 PRECAST CONCRETE WHEEL STOP
- 8 ZERO CURB FACE
- 9 CONCRETE WALK. SEE SITE PLAN FOR ADA PATH OF TRAVEL. 4" MIN THICKNESS, SCORE CONCRETE @ 5" O.C. PROVIDE A LIGHT BROOM FINISH. REFER TO LANDSCAPE DRAWINGS FOR SPECIALTY CONCRETE FINISHING, TYP.
- 10 LANDSCAPE AREA - SEE LANDSCAPE PLANS FOR ADDITIONAL INFORMATION.
- 11 SLIDING METAL GATE, MANUALLY OPERATED. PROVIDE KNOX PAD PER FIRE DEPT. STD. SEE TYPICAL SLIDING GATE DETAIL THIS SHEET.
NOTE: GATES TO REMAIN OPEN DURING BUSINESS HOURS.
- 12 DECORATIVE METAL FENCE TO MATCH SLIDING GATE.
- 13 PUBLIC SIDEWALK, REFER TO CIVIL DRAWINGS
- 14 FUTURE MONUMENT SIGN, SEPARATE PERMIT & SUBMITTAL.
- 15 PROVIDE AN EXIT SWING GATE 3'-0" WIDE 7'-0" FROM THE ENCLOSED YARD. PROVIDE KNOX BOX PER FIRE DEPT. STANDARDS.
- 16 AFFIX THE INTERNATIONAL ACCESSIBILITY SYMBOL AT ALL ACCESSIBLE ENTRANCES.
- 17 EXISTING TRANSFORMER TO BE RELOCATED
- 18 MOTORCYCLE PARKING WITH STEEL PIPE BOLLARD
- 19 TRASH ENCLOSURE - SEE A1.1 FOR ADDITIONAL INFORMATION
- 20 SAME AS 11, EXCEPT AUTOMATIC SWING GATE
- 21 EXISTING FIRE HYDRANTS TO REMAIN
- 22 EXISTING POWER POLES TO REMAIN

SITE LEGEND

- LANDSCAPE AREA
- EXISTING BUILDING
- NOT A PART OF THIS SUBMITTAL
- STANDARD PARKING STALL
- LIGHT POLE W/ 20' HIGH POLE MOUNTED ON TOP OF 2' 0" X 2'-8" HIGH CONCRETE BASE
- EXIT SIGN
- TACTILE SIGNAGE SEE DETAILS 'N' & 'P' SHEET A0.2
- EXISTING FIRE HYDRANT



GENERAL
CONTRACTOR

ANVIL
CONSTRUCTION
CONSULTANTS

STRUCTURAL ENGINEER:
KRAMER ENGINEERING INC.

CIVIL ENGINEER:
SEABOARD ENGINEERING INC.

MECHANICAL ENGINEER:
AMATO AIR INC.

PLUMBING ENGINEER:
PRECISION PLUMBING

ELECTRICAL ENGINEER:
KENT ELECTRIC INC.

FIRE PROTECTION:
J.M. GARDEN INC.

PROJECT

ALTA MED
MEDICAL GROUP
HUNTINGTON
PARK
PHASE 3

1900 E. SLAUSON
HUNTINGTON PARK, CA

CLIENT

AltaMed

2040 CAMFIELD AVENUE
LOS ANGELES, CA 90040

DRAWING INFO

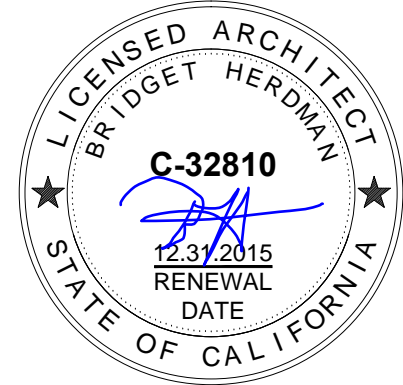
| ID | DATE | DESCRIPTION |
|----------|------|--------------------|
| 05.26.15 | | PRELIM PLANNING |
| 07.01.15 | | SUBMITTAL |
| | | PLANNING SUBMITTAL |

DATE DRAWN: 05.12.2015
DRAWN BY: JRS/PS
HR-AD JOB NO: A1.0-100
DRAWING SCALE: 1/8"=1'



SITE PLAN

A1.0



GENERAL
CONTRACTOR

ANVIL
CONSTRUCTION
CONSULTANTS

STRUCTURAL ENGINEER:
KRAMER ENGINEERING INC.

CIVIL ENGINEER:
SEABOARD ENGINEERING INC.

MECHANICAL ENGINEER:
AMATO AIR INC.

PLUMBING ENGINEER:
PRECISION PLUMBING

ELECTRICAL ENGINEER:
KENT ELECTRIC INC.

FIRE PROTECTION:
J.M. CARDEN INC.

PROJECT

ALTA MED
MEDICAL GROUP
HUNTINGTON
PARK
PHASE 3

1900 E. SLAUSON
HUNTINGTON PARK, CA

CLIENT



2040 CAMFIELD AVENUE
LOS ANGELES, CA 90040

DRAWING INFO

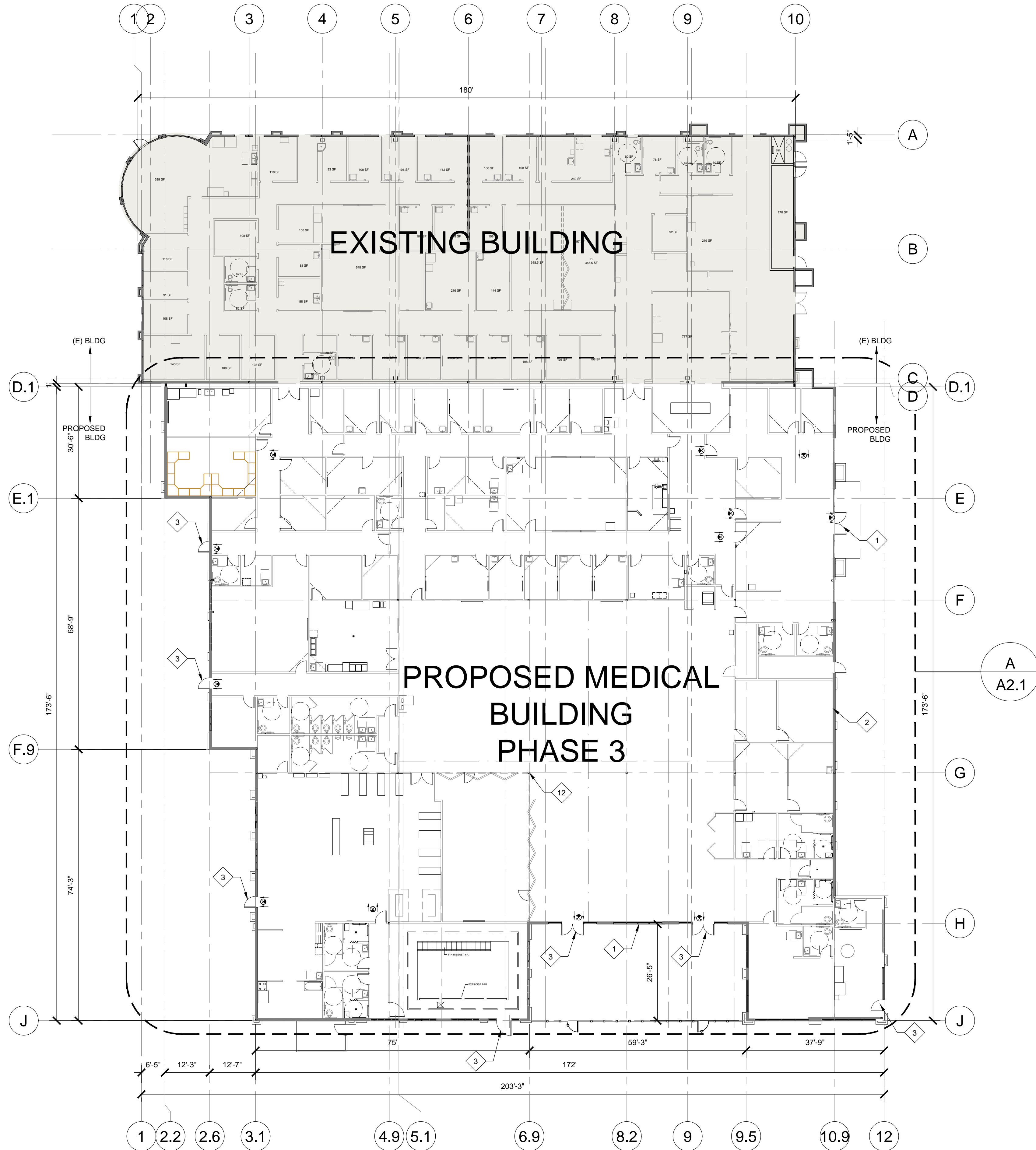
| ID | DATE | DESCRIPTION |
|----------|------|--------------------|
| 05.26.15 | | PRELIM PLANNING |
| 07.01.15 | | SUBMITTAL |
| | | PLANNING SUBMITTAL |

DATE DRAWN: 05.12.2015
DRAWN BY: JRS/PS
HR-AD JOB NO: A14-1503
DRAWING SCALE: 1/8"=1'



OVERALL FLOOR PLAN

A2.0



A PHASE 2 FLOOR PLAN
SCALE: 1/16"=1'

FLOOR PLAN KEY NOTES

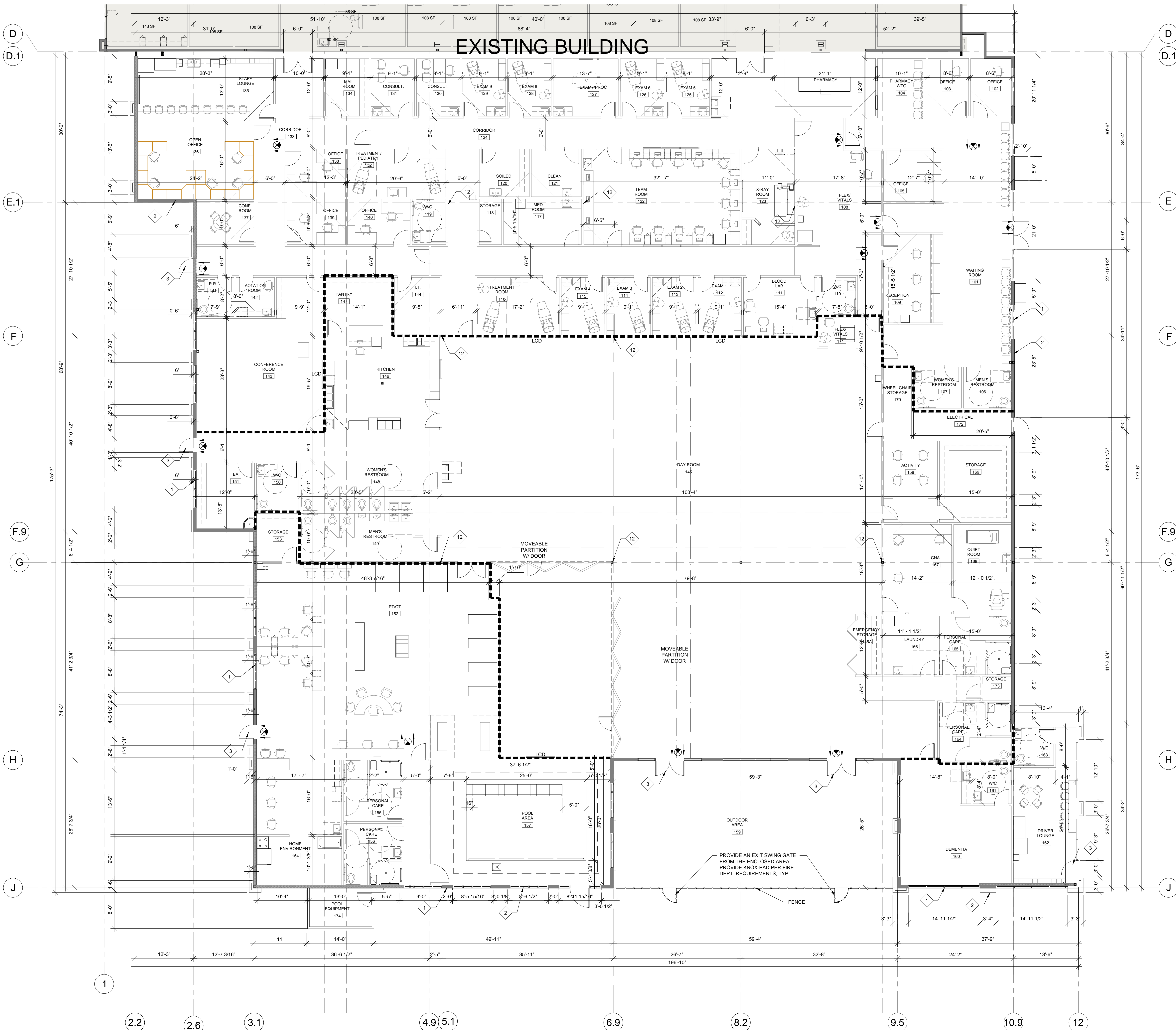
- 1 STOREFRONT. SEE ELEVATIONS & EXTERIOR COLOR SCHEDULE. STORE FRONT TO BE DESIGNED TO RESIST WIND LOAD AS REQUIRED BY BUILDING CODES AND LOCAL JURISDICTION. DESIGN OF STOREFRONT FRAMING SYSTEM AND STRUCTURAL CALCULATIONS TO BE DESIGN BUILD BY G.C. AND UNDER DEFERRED SUBMITTAL.
- 2 STUD BEARING WALL WITH STUCCO FINISH, TYP. PAINTED. SEE EXTERIOR COLOR SCHEDULE. REFER TO ELEVATIONS
- 3 EXTERIOR MAN DOOR
- 12 STRUCTURAL STEEL BUILDING COLUMN. PAINT PER FINISH SCHEDULE

FLOOR PLAN WALL LEGEND

- WOOD STUD BEARING WALL WITH STUCCO FINISH, PAINTED
- INTERIOR PARTITION WALL
- NEW STOREFRONT SYSTEM

EMERGENCY EXIT SIGN

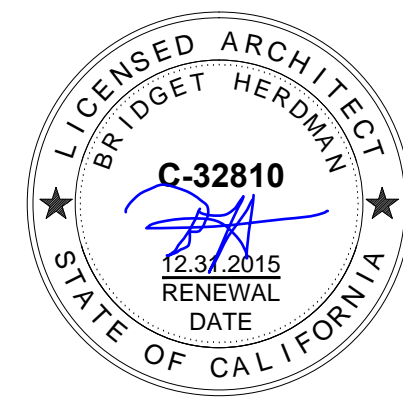
- ILLUMINATED EMERGENCY EXIT SIGN PER CBC AND FIRE DEPT. SEE "E" DRAWINGS FOR LOCATION. SIGN SHALL BE CONTINUOUSLY ILLUMINATED FOR DURATION OF 90 MIN. IN CASE OF PRIMARY POWER LOSS.



A PHASE 2 FLOOR PLAN
SCALE: 1/8" = 1'

**HERDMAN
RIERSON**
architecture
+ design, inc.

16201 Scientific Way
Irvine, CA 92618
www.HerdmanRierson.com
714.389.2800
info@HerdmanRierson.com



GENERAL CONTRACTOR
ANVIL CONSTRUCTION
CONSULTANTS

STRUCTURAL ENGINEER:
KRAMER ENGINEERING INC.

CIVIL ENGINEER:
SEABOARD ENGINEERING INC.

MECHANICAL ENGINEER:
AMATO AIR INC.

PLUMBING ENGINEER:
PRECISION PLUMBING

ELECTRICAL ENGINEER:
KENT ELECTRIC INC.

FIRE PROTECTION:
J.M. GARDEN INC.

PROJECT

**ALTA MED
MEDICAL GROUP**
**HUNTINGTON
PARK**
PHASE 3

1900 E. SLAUSON
HUNTINGTON PARK, CA

CLIENT

AltaMed

2040 CAMFIELD AVENUE
LOS ANGELES, CA 90040

FLOOR PLAN KEY NOTES

- 1 STOREFRONT. SEE ELEVATIONS & EXTERIOR COLOR SCHEDULE. STORE FRONT TO BE DESIGNED TO RESIST WIND LOAD AS REQUIRED BY BUILDING CODES AND LOCAL JURISDICTION. DESIGN OF STOREFRONT FRAMING SYSTEM AND STRUCTURAL CALCULATIONS TO BE DESIGN BUILD BY G.C. AND UNDER DEFERRED SUBMITTAL.
- 2 STUD BEARING WALL WITH STUCCO FINISH, TYP. PAINTED, SEE EXTERIOR COLOR SCHEDULE. REFER TO ELEVATIONS
- 3 EXTERIOR MAN DOOR
- 12 STRUCTURAL STEEL BUILDING COLUMN. PAINT PER FINISH SCHEDULE

FLOOR PLAN WALL LEGEND

- WOOD STUD BEARING WALL WITH STUCCO FINISH, PAINTED
- INTERIOR PARTITION WALL
- NEW STOREFRONT SYSTEM

EMERGENCY EXIT SIGN

- ILLUMINATED EMERGENCY EXIT SIGN PER CBC AND FIRE DEPT. SEE "E" DRAWINGS FOR LOCATION. SIGN SHALL BE CONTINUOUSLY ILLUMINATED FOR DURATION OF 90 MIN. IN CASE OF PRIMARY POWER LOSS.

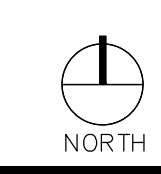
LEGEND

- 1-HOUR FIRE RATED SEPARATION

DRAWING INFO

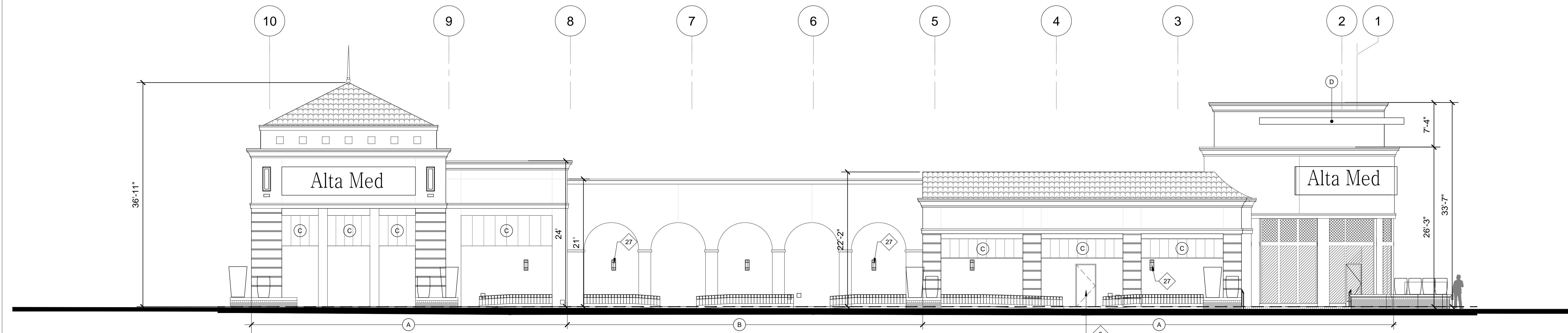
| ID | DATE | DESCRIPTION |
|----|----------|--------------------|
| 1 | 05.26.15 | PRELIM PLANNING |
| 2 | 07.01.15 | SUBMITTAL |
| 3 | | PLANNING SUBMITTAL |

DATE DRAWN: 05.12.2015
DRAWN BY: JRS/PS
HR-AD JOB NO: A14-1500
DRAWING SCALE: 1/8"=1'

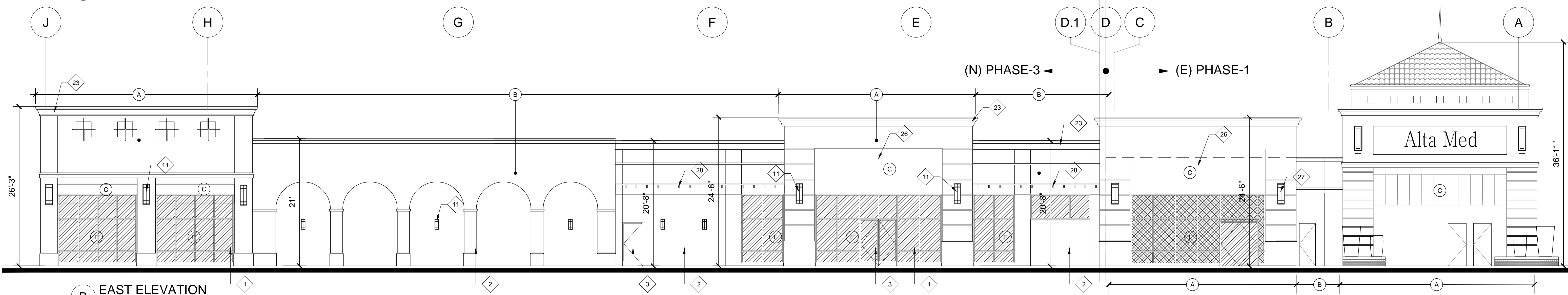


FLOOR PLAN

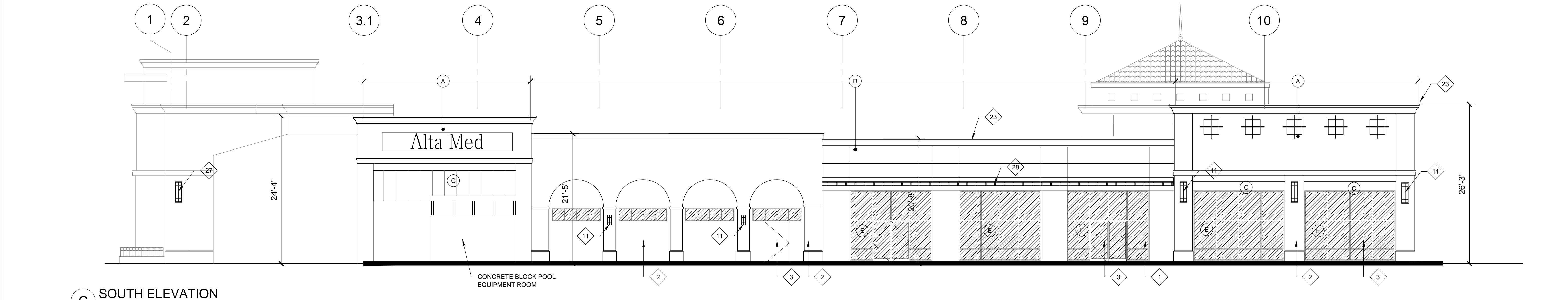
A2.1



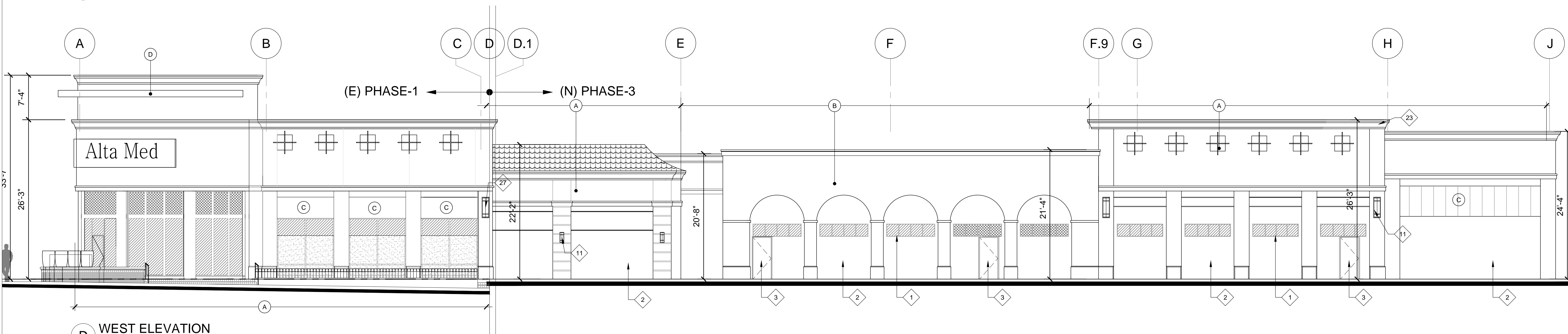
A NORTH - EXISTING - PAINT CHANGE ONLY
SCALE: 1/8" = 1'



B EAST ELEVATION
SCALE: 1/8" = 1'



C SOUTH ELEVATION
SCALE: 1/8" = 1'



D WEST ELEVATION
SCALE: 1/8" = 1'

ELEVATION KEYNOTES

- 1 STOREFRONT FRAMING, SEE EXTERIOR COLOR SCHEDULE
- 2 WOOD STUD BEARING WALL WITH STUCCO FINISH, TYP. PAINTED, SEE EXTERIOR COLOR SCHEDULE
- 3 EXTERIOR DOOR
- 11 NEW WALL MOUNTED LIGHT FIXTURE
- 23 DECORATIVE WALL CAP PAINTED
- 26 PAINTED METAL CANOPY
- 27 (E) WALL MOUNTED LIGHT FIXTURE
- 28 OVERHEAD TUBE STEEL TRELLIS

EXTERIOR COLOR SCHEDULE

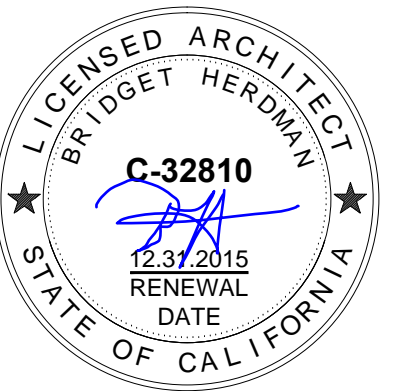
- A DUNN EDWARDS EXTERIOR PAINT
COLOR: DE 6105 WEATHERED LEATHER
- B BEHR EXTERIOR PAINT
COLOR: UL 160-4 SPICE CASHEW
- C BEHR EXTERIOR PAINT
COLOR: UL 190-5 DUSTY OLIVE
- D SILVER METALLIC PAINT
- E STOREFRONT
MEDIUM PERFORMANCE BLUE
REFLECTIVE GLAZING &
CLEAR ANODIZED MULLIONS

LEGEND

- VISION GLAZING
- SPANDREL GLAZING

**HERDMAN
RIERSON**
architecture
+ design, inc.

16201 Scientific Way
Irvine, CA 92618
www.HerdmanRierson.com
714.389.2800
info@HerdmanRierson.com



GENERAL
CONTRACTOR

**ANVIL
CONSTRUCTION**
CONSULTANTS

STRUCTURAL ENGINEER:
KRAMER ENGINEERING INC.

CIVIL ENGINEER:
SEABOARD ENGINEERING INC.

MECHANICAL ENGINEER:
AMATO AIR INC.

PLUMBING ENGINEER:
PRECISION PLUMBING

ELECTRICAL ENGINEER:
KENT ELECTRIC INC.

FIRE PROTECTION:
J.M. CARDEN INC.

PROJECT

**ALTA MED
MEDICAL GROUP**
HUNTINGTON
PARK
PHASE 3

1900 E. SLAUSON
HUNTINGTON PARK, CA

CLIENT

AltaMed

2040 CAMFIELD AVENUE
LOS ANGELES, CA 90040

DRAWING INFO

| ID | DATE | DESCRIPTION |
|----|----------|--------------------|
| 1 | 05.26.15 | PRELIM PLANNING |
| 2 | 07.01.15 | SUBMITTAL |
| 3 | | PLANNING SUBMITTAL |

DATE DRAWN: 05.12.2015
DRAWN BY: JRS/PB
HR-K&D JOB NO: A14-1003
DRAWING SCALE: 1/8"=1'

ELEVATIONS

A4.0



CITY OF HUNTINGTON PARK
Community Development Dept. • Planning Division
6550 Miles Avenue, Huntington Park, CA 90255
Tel. (323) 584-6210 • planning@huntingtonpark.org

CONDITIONAL USE PERMIT APPLICATION

FOR OFFICE USE ONLY

Date Filed: _____ File No.: _____ Fee/Receipt No.: _____ Initials: _____

PROJECT INFORMATION

Project Address: 1900 E SLAUSON AVENUE, LLC

General Location: SOUTHERN CORNER OF SLAUSON AVENUE AND ALAMEDA STREET

Assessors Parcel Number (APN): 6321-001-016, 6321-001-017, 6321-001-019

APPLICANT'S INFORMATION

Applicant: 1900 E SLAUSON AVENUE, LLC

Mailing Address: 8895 RESEARCH DRIVE, IRVINE, CA 92618

Phone 1: (949) 707-0035 Phone 2: (213) 703-2028 Fax: (949) 707-0034

PROPERTY OWNER'S INFORMATION

Property Owner: 1900 E SLAUSON AVENUE, LLC

Mailing Address: 8895 RESEARCH DRIVE, IRVINE, CA 92618

Phone 1: (949) 707-0035 Phone 2: (213) 703-2028 Fax: (949) 707-0034

REQUEST

I/We hereby request a Conditional Use Permit (CUP) for the following purpose:

TO CONDITIONALLY ALLOW FOR NEW MEDICAL OFFICE AND ADULT DAY CARE BUSINESS IN THE
MANUFACTURING PLANNED DEVELOPMENT ZONE.

In order for the Planning Commission to approve a CUP, the Huntington Park Municipal Code requires that all of the following findings be made:

- A. That the proposed use is conditionally permitted within, and would not impair the integrity and character of, the subject zoning district and complies with all of the applicable provisions of this Code;
- B. That the proposed use is consistent with the General Plan;
- C. That the approval of the Conditional Use Permit for the proposed use is in compliance with the requirements of the California Environmental Quality Act (CEQA) and the City's Guidelines;
- D. That the design, location, size, and operating characteristics of the proposed use are compatible with the existing and planned future land uses within the general area in which the proposed use is to be located and will not create significant noise, traffic, or other conditions or situations that may be objectionable or detrimental to other permitted uses operating nearby or adverse to the public interest, health, safety, convenience, or welfare of the City;
- E. That the subject site is physically suitable for the type and density/intensity of use being proposed; and
- F. That there are adequate provisions for public access, water, sanitation, and public utilities and services to ensure that the proposed use would not be detrimental to public health and safety.

In order for the Planning Commission to determine if these findings are present in your case, the following questions must be answered by the applicant:

1. The site for this proposed use is adequate in size and shape. (Explain)

THE PROPOSED MEDICAL OFFICE WILL OCCUPY THE EXISTING COMMERCIAL BUILDING (12,300 SF)
AND NEW BUILDING EXPANSION (28,457 SF). THIS PROVIDES A COVERAGE OF 31.25% OF THE 130,423
TOTAL SITE AREA.

2. The site has sufficient access to street and highways that are adequate in width and pavement type to carry the quantity and quality of traffic generated by the proposed use. (Explain)

EXISTING ACCESS TO STREET AND HIGHWAYS WILL NOT BE AFFECTED BY THIS PROPOSED DEVELOPMENT.
ADDITIONAL DRIVEWAY CUTS WILL BE PROVIDED ALONG LAURA AVENUE TO MINIMIZE AFFECTS ON

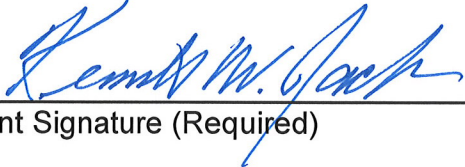
TRAFFIC GENERATED BY THIS NEW MEDICAL OFFICE.

3. The proposed use will not be materially detrimental, nor have an adverse effect upon adjacent uses, buildings, or structures. (Explain)

ALL EXISTING BUILDING AND/OR STRUCTURES ON NOTED PARCELS HAVE BEEN DEMOLISHED AND REMOVED.

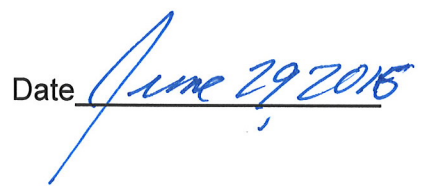
4. The proposed Conditional Use Permit will not be in conflict with the General Plan. (Explain)

CERTIFICATE AND AFFIDAVIT OF APPLICANT: I/We certify that all statements made on this application are true and complete to the best of my knowledge. I/We understand that any false statements may result in denial of the requested permit or revocation of any issued permit. I/We further certify that I am, or have permission by, the property owner to conduct the proposed development applied for herein.



Applicant Signature (Required)

Date



KENNETH W. JACKSON

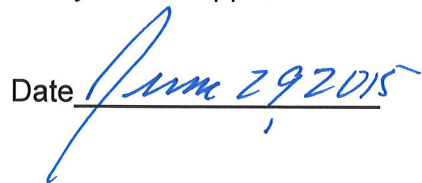
Print Name

Note: If the applicant is not the property owner, the owner of the property must sign the application or a written authorization must be submitted so that the applicant may file the application.



Property Owner Signature (Required)

Date



KENNETH W. JACKSON

Print Name



CITY OF HUNTINGTON PARK
Community Development Dept. • Planning Division
6550 Miles Avenue, Huntington Park, CA 90255
Tel. (323) 584-6210 • planning@huntingtonpark.org

ENVIRONMENTAL INFORMATION FORM

FOR OFFICE USE ONLY

Date Filed: _____ File No.: _____ Fee/Receipt No.: _____ Initials: _____

1. Applicant (please circle whether Owner, Leasee, Purchaser or Representative):

Name: 1900 E SLAUSON AVENUE, LLC

Address: 8895 RESEARCH DRIVE, IRVINE, CA 92618

Telephone: (949) 707-0035

Fax: (949) 707-0034

2. Contact Person concerning this project:

Name: BRIDGET HERDMAN - HERDMAN RIERSON ARCHITECTURE + DESIGN

Address: 16201 SCIENTIFIC WAY, IRVINE, CA 92618

Telephone: 949-430-6067

Fax: _____

3. Address of project: 1900 E SLAUSON AVENUE, SUITE B

4. Assessor's Parcel Number (APN): 6321-001-016, 6321-001-017, 6321-001-019

5. Indicate type of permit application(s) (i.e. Conditional Use Permit, Development Permit, Variance, etc.) for the project to which this form pertains:

DEVELOPMENT PERMIT, CONDITIONAL USE PERMIT, ZONING ORDINANCE AMENDMENT AND LOT MERGER APPLICATION

6. List any other permits and/or other public agency approvals required for this project, including those required by City, County, State and/or Federal agencies:

CITY BUILDING PERMITS

7. Existing Zone: MPD - MANUFACTURING PLANNED DEVELOPMENT

8. Proposed use of site: MEDICAL OFFICE & ADULT DAY CARE FACILITY

9. **Site size** (lot dimensions and square footage):
130,324 SF - 2.99 AC
-
-
10. **Project size:**
Square feet to be added/constructed to structure(s):
28,457 SF
-
- Total square footage of structure(s): 40,757 SF
-
11. **Number of floors of construction:**
Existing: 1
-
- Proposed: 1
-
12. **Parking:**
Amount required: 136
-
- Amount provided: 164
-
13. **Anticipated time scheduling of project:**
-
-
14. **Proposed phasing of development:** PHASE I: TI TO BE (E) COMMERCIAL BUILDING,
PHASE 2: SITE IMPROVEMENTS, PHASE 3: NEW BUILDING EXPANSION & SITE IMPROVEMENTS.
-
15. **If residential, include number of units, schedule of unit sizes, range of sale/rent prices, and type of household size expected:**
-
- N/A
-
-
16. **If commercial, indicate the type of commercial use, estimated employment per shift, proposed hours of operations, indicate whether neighborhood, City or Regionally oriented, square footage of sales area, and loading locations:**
-
- MON-FRI, 8:00AM-5:00PM, NEIGHBORHOOD ORIENTED
-
-
-

17. If industrial, indicate type of industrial or manufacturing use, estimated employment per shift, proposed hours of operations, and loading locations:

N/A

18. If institutional, indicate type of institutional use, estimated employment per shift, proposed hours of operations, estimated occupancy, loading locations, and community benefits to be derived from the project:

N/A

Please complete numbers 19 through 33 by marking "A" through "D" and briefly discuss any items marked "A" "B" or "C" (attach additional sheets as necessary). Items marked "D" do not need discussion.

A) Potentially
Significant
Impact

B) Potentially
Significant Impact
Unless Mitigation
Incorporated

C) Less than
Significant
Impact

D) No Impact

AESTHETICS

19. Would the proposed project:

- | | | |
|----|--|---|
| a. | Affect a scenic vista? | D |
| b. | Have a demonstrable negative aesthetic effect? | D |
| c. | Create light or glare? | D |

AIR QUALITY

20. Would the proposed project:

- | | | |
|----|---|---|
| a. | Affect air quality or contribute to an existing or projected air quality violation? | D |
| b. | Create or cause smoke, ash, or fumes in the vicinity? | D |
| c. | Create objectionable odors? | D |

BIOLOGICAL RESOURCES

21. Would the proposed project:

- a. Remove of any existing trees or landscaping? D

CULTURAL RESOURCES:

22. Would the proposed project:

- a. Affect historical resources? D
- b. Have the potential to cause a significant physical change which would affect unique ethnic cultural values? D

GEOLOGY AND SOILS

23. Would the proposed project:

- a. Result in erosion, changes in topography or unstable soil conditions from excavation, grading or fill? D
- b. Be located on expansive soils? D
- c. Result in unique geologic or physical features? D

HAZARDS

24. Would the proposed project:

- a. Create a risk of accidental explosion or release of hazardous substances (including, but not limited to: oil, pesticides, chemicals or radiation)? D
- b. The use or disposal of potentially hazardous materials (i.e. toxic or flammable substances)? D
- c. The creation of any health hazard or potential health hazard? D
- d. Exposure of people to existing sources of potential health hazards? D

HYDROLOGY AND WATER QUALITY

25. Would the proposed project:

- a. Change water drainage patterns? D
- b. Change the quantity of ground waters, either through direct additions or withdrawals, or through interception of an aquifer by cuts or excavations or through substantial loss of groundwater recharge capabilities? D

- c. Impact groundwater quality? D
- d. Substantially reduce the amount of groundwater otherwise available for public water supplies? D

LAND USE AND PLANNING

26. Would the proposed project:

- a. Conflict with the Zoning or General Plan designation? D
- b. Be incompatible with existing land use in the vicinity? D
- c. Disrupt or divide the physical arrangement of an established community? D

MINERAL AND ENERGY RESOURCES

27. Would the proposed project:

- a. Conflict with the conservation of water? D
- b. Use non-renewable resources in a wasteful and/or inefficient manner? D
- c. Substantially increase energy consumption (i.e. electricity, oil, natural gas, etc.)? D

NOISE

28. Would the proposed project result in:

- a. Increase to existing noise levels? D
- b. Exposure of people to severe noise levels? D

POPULATION AND HOUSING

29. Would the proposed project:

- a. Induce substantial growth in an area either directly or indirectly (i.e. through population growth or infrastructure use)? D
- b. Displace existing housing, especially affordable housing? D

PUBLIC SERVICES

30. Would the proposal result in a need for new or altered government services for any of the following public services:

- a. Fire protection? D

- b. Police protection? D
- c. Schools? D
- d. Maintenance of public facilities, including roads? D
- e. Other governmental services? D

RECREATION

31. Would the proposed project:

- a. Increase the demand for neighborhood or regional parks or other recreational facilities? D
- b. Affect existing recreational opportunities? D

TRANSPORTATION AND TRAFFIC

32. Would the proposed project:

- a. Increase vehicle trips or traffic congestion? D
- b. Increase hazards to safety from design features (i.e. sharp curves or dangerous intersections)? D
- c. Inadequate access to nearby uses? D
- d. Insufficient on-site parking capacity? D
- e. Hazards or barriers for pedestrians or bicyclists? D

UTILITIES AND SERVICE SYSTEMS

33. Would the proposed project result in a need for new systems or supplies, or alterations to the following utilities:

- a. Power or natural gas? D
- b. Communications systems? D
- c. Local or regional water treatment or distribution facilities? D
- d. Sewer or septic tanks? D
- e. Storm water drainage? D
- f. Solid waste disposal? D
- g. Local or regional water supplies? D

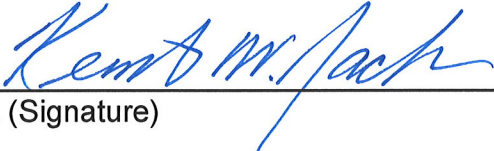
34. Describe the project site as it exists before the project, including any existing structures on the site, and the use of the structures (i.e. residential, commercial, industrial, etc.) Attach photographs of the site and of the surrounding land uses.

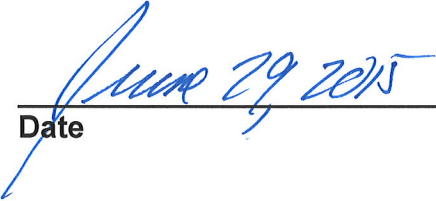
(E) COMMERCIAL BUILDING WITH PARKING ON PREVIOUSLY DEVELOPED SITE. (E) COMMERCIAL BUILDING TO REMAIN AND BE RENOVATED INTO MEDICAL CLINIC. NEW MEDICAL BUILDING TO BE ADDED TO (E) STRUCTURE.

35. Describe the intensity of land use (i.e. single-family, apartment dwellings, shopping center, etc.), and specifications of development (i.e. height, primary frontage, secondary frontage, setbacks, rear yard, etc.).

(E) COMMERCIAL BUILDING: SETBACK +/- 5'-0" SURROUNDING SITE
USE: MEDICAL OFFICE CLINIC
HEIGHT: 36'-11" MAX.
PRIMARY FRONTAGE: SLAUSON AVENUE
SECONDARY FRONTAGE: LAURA AVENUE

CERTIFICATION: I hereby certify that the statements furnished above and in the attached plans present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements and information presented are true and correct to the best of my knowledge and belief.


Applicant (Signature)


Date



City of

HUNTINGTON PARK california

COMMUNITY DEVELOPMENT DEPARTMENT

6550 MILES AVENUE

HUNTINGTON PARK, CA 90255

TEL: (323) 584-6210 FAX: (323) 584-6244

PUBLIC NOTICE RADIUS MAP GUIDELINES

The radius map, ownership list and mailing labels are for the purpose of providing public notice of a proposed project to properties within a 300 foot radius from the subject property.

When submitting an application for a **Conditional Use Permit, Development Permit, Variance, and/or Tentative Parcel Map**, the applicant must include a radius map, mailing labels, and a list of all the property owners within a 300 foot radius from the subject property as required by **State Law and the Huntington Park Municipal Code**. The guidelines for preparation of these items are as follows:

- A) An original and one (1) copy of a **Radius Map** (300 foot radius from property), showing all the ownership lines. The map must also contain a key to an ownership list (see attached example). The ownership information can be obtained from the County Assessor's Office.

Los Angeles County
Assessor's Office
South El Monte
1441 Santa Anita Avenue
South El Monte, CA
(818) 350-4695

Los Angeles County
Assessor's Office
County Hall of Administration
Room 205
500 West Temple Street
Los Angeles, CA
(213) 974-3211

- B) One (1) ownership list from the latest Assessor's records, of properties within a 300 foot radius from the subject property. On the map, each property within the 300 foot radius must be referenced to the ownership list by number. (See attached example)
- C) Two (2) sets of addressed, self-adhesive, gummed labels. Use Avery Mailing Labels No. AVY 5162, AVY 5351 or AVY 5375 (1" x 3" in size, see attached example).
- D) Sign and date the attached affidavit (see Attachment B), verifying that the information on the radius map ownership is accurate.



City of

HUNTINGTON PARK california

COMMUNITY DEVELOPMENT DEPARTMENT

6550 MILES AVENUE

HUNTINGTON PARK, CA 90255

TEL: (323) 584-6210 FAX: (323) 584-6244

Attachment B

AFFIDAVIT

I, Kenneth W. Jackson, hereby certify that on the 29th day of June, 2015, I prepared an ownership list and radius map, including properties entirely within or partially within 300 feet on the most exterior boundaries of the property being considered in the above referenced case known as (address)

The name and addresses listed were taken from the latest records of the Los Angeles County Assessor. Such names are recorded in the records of the County Assessor as being the present owner or owners of both the property involved in said case and of property in the immediate vicinity thereto.

I certify that said ownership list and radius map are correct and accurate to the best of my knowledge. I also acknowledge that any errors in this information will constitute an incomplete application and may invalidate its approval.

Kenneth W. Jackson
Signature of Applicant

June 29, 2015
Date



CITY OF HUNTINGTON PARK
Community Development Dept. • Planning Division
6550 Miles Avenue, Huntington Park, CA 90255
Tel. (323) 584-6210 • planning@huntingtonpark.org

DEVELOPMENT PERMIT APPLICATION

FOR OFFICE USE ONLY

Date Filed: _____ File No.: _____ Fee/Receipt No.: _____ Initials: _____

PROJECT INFORMATION

Project Address: 1900 E SLAUSON AVENUE, SUITE B, HUNTINGTON PARK
General Location: SOUTHERN CORNER OF SLAUSON AVENUE & ALAMEDA STREET
Assessors Parcel Number (APN): 6321-001-016, 6321-001-017, 6321-001-019

APPLICANT'S INFORMATION

Applicant: 1900 E SLAUSON AVENUE, LLC
Mailing Address: 8895 RESEARCH DRIVE, IRVINE, CA 92618
Phone 1: 949-707-0035 Phone 2: 213-703-2028 Fax: 949-707-0034

PROPERTY OWNER'S INFORMATION

Property Owner: 1900 E SLAUSON AVENUE, LLC
Mailing Address: 8895 RESEARCH DRIVE, IRVINE, CA 92618
Phone 1: 949-707-0035 Phone 2: 213-703-2028 Fax: 949-707-0034

PROJECT DESCRIPTION (Check as Appropriate):

Interior Improvement(s) Only ☐ Addition to Existing Structure ☒ New Structure ☐

Other Improvements (Describe): PARKING LOT IMPROVEMENTS

Describe in detail the proposed development:

MEDICAL BUILDING EXPANSION TO (E) MEDICAL CLINIC, PARKING AREA WITH PAVING
STRIPING, CURBS, CONCRETE WALKWAYS, FENCING, GATES AND LANDSCAPING

TYPE OF USE (Check as Appropriate):

☐ Residential ☐ Retail/Office ☒ Commercial ☐ Restaurant ☐ Industrial/Manufacturing

Other (Describe): _____

Square Footage of New Development/Addition: 28,457 SF

Total Square Footage: 40,757 SF

Lot Coverage: 31.25% Off-Street Parking Spaces Provided: N/A No. of Floors: 1

CERTIFICATE AND AFFIDAVIT OF APPLICANT: I/We certify that all statements made on this application are true and complete to the best of my knowledge. I/We understand that any false statements may result in denial of the requested permit or revocation of any issued permit. I/We further certify that I am, or have permission by, the property owner to conduct the proposed development applied for herein.

Signature of Applicant

Date



CITY OF HUNTINGTON PARK
Community Development Dept. • Planning Division
6550 Miles Avenue, Huntington Park, CA 90255
Tel. (323) 584-6210 • planning@huntingtonpark.org

ENVIRONMENTAL INFORMATION FORM

FOR OFFICE USE ONLY

Date Filed: _____ File No.: _____ Fee/Receipt No.: _____ Initials: _____

1. Applicant (please circle whether Owner, Leasee, Purchaser or Representative):

Name: 1900 E SLAUSON AVENUE, LLC

Address: 8895 RESEARCH DRIVE, IRVINE, CA 92618

Telephone: 949-707-0035

Fax: 949-707-0034

2. Contact Person concerning this project:

Name: BRIDGET HERDMAN - HERDMAN RIERSON ARCHITECTURE + DESIGN

Address: 16321 SCIENTIFIC WAY, IRVINE, CA 92618

Telephone: 714-389-2800

Fax: _____

3. Address of project: 1900 E. SLAUSON AVENUE SUITE B

4. Assessor's Parcel Number (APN): 6321-001-016, 6321-001-017, 6321-001-019

5. Indicate type of permit application(s) (i.e. Conditional Use Permit, Development Permit, Variance, etc.) for the project to which this form pertains:

DEVELOPMENT PERMIT, CONDITIONAL USE PERMIT, ZONING ORDINANCE AMENDMENT, LOT MERGER APPLICATION

6. List any other permits and/or other public agency approvals required for this project, including those required by City, County, State and/or Federal agencies:

CITY BUILDING PERMITS

7. Existing Zone: MPD - MANUFACTURING PLANNED DEVELOPMENT

8. Proposed use of site: MEDICAL OFFICE & ADULT DAY CARE FACILITY

9. **Site size** (lot dimensions and square footage):
130,432 SF - 2.99 AC
-
10. **Project size:**
Square feet to be added/constructed to structure(s):
28,457 SF
Total square footage of structure(s): 40,757 SF
-
11. **Number of floors of construction:**
Existing: 1
Proposed: 1
-
12. **Parking:**
Amount required: 136
Amount provided: 164
-
13. **Anticipated time scheduling of project:**
-
14. **Proposed phasing of development:** PHASE 1: TI TO (E) COMMERCIAL BUILDING
PHASE 2: SITE IMPROVEMENTS (PH 1&2 UNDER SEPARATE PERMIT), PHASE 3: NEW BUILDING EXPANSION & SITE IMPROVEMENTS
-
15. **If residential, include number of units, schedule of unit sizes, range of sale/rent prices, and type of household size expected:**
N/A
-
16. **If commercial, indicate the type of commercial use, estimated employment per shift, proposed hours of operations, indicate whether neighborhood, City or Regionally oriented, square footage of sales area, and loading locations:**
MON-FRI, 8:00AM-5:00PM, NEIGHBORHOOD ORIENTED
-

17. If industrial, indicate type of industrial or manufacturing use, estimated employment per shift, proposed hours of operations, and loading locations:

N/A

18. If institutional, indicate type of institutional use, estimated employment per shift, proposed hours of operations, estimated occupancy, loading locations, and community benefits to be derived from the project:

N/A

Please complete numbers 19 through 33 by marking "A" through "D" and briefly discuss any items marked "A" "B" or "C" (attach additional sheets as necessary). Items marked "D" do not need discussion.

A) Potentially
Significant
Impact

B) Potentially
Significant Impact
Unless Mitigation
Incorporated

C) Less than
Significant
Impact

D) No Impact

AESTHETICS

19. Would the proposed project:

- | | | |
|----|--|---|
| a. | Affect a scenic vista? | D |
| b. | Have a demonstrable negative aesthetic effect? | D |
| c. | Create light or glare? | D |

AIR QUALITY

20. Would the proposed project:

- | | | |
|----|---|---|
| a. | Affect air quality or contribute to an existing or projected air quality violation? | D |
| b. | Create or cause smoke, ash, or fumes in the vicinity? | D |
| c. | Create objectionable odors? | D |

BIOLOGICAL RESOURCES

21. Would the proposed project:

- a. Remove of any existing trees or landscaping? D

CULTURAL RESOURCES:

22. Would the proposed project:

- a. Affect historical resources? D
- b. Have the potential to cause a significant physical change which would affect unique ethnic cultural values? D

GEOLOGY AND SOILS

23. Would the proposed project:

- a. Result in erosion, changes in topography or unstable soil conditions from excavation, grading or fill? D
- b. Be located on expansive soils? D
- c. Result in unique geologic or physical features? D

HAZARDS

24. Would the proposed project:

- a. Create a risk of accidental explosion or release of hazardous substances (including, but not limited to: oil, pesticides, chemicals or radiation)? D
- b. The use or disposal of potentially hazardous materials (i.e. toxic or flammable substances)? D
- c. The creation of any health hazard or potential health hazard? D
- d. Exposure of people to existing sources of potential health hazards? D

HYDROLOGY AND WATER QUALITY

25. Would the proposed project:

- a. Change water drainage patterns? D
- b. Change the quantity of ground waters, either through direct additions or withdrawals, or through interception of an aquifer by cuts or excavations or through substantial loss of groundwater recharge capabilities? D

- c. Impact groundwater quality? D
- d. Substantially reduce the amount of groundwater otherwise available for public water supplies? D

LAND USE AND PLANNING

26. Would the proposed project:

- a. Conflict with the Zoning or General Plan designation? D
- b. Be incompatible with existing land use in the vicinity? D
- c. Disrupt or divide the physical arrangement of an established community? D

MINERAL AND ENERGY RESOURCES

27. Would the proposed project:

- a. Conflict with the conservation of water? D
- b. Use non-renewable resources in a wasteful and/or inefficient manner? D
- c. Substantially increase energy consumption (i.e. electricity, oil, natural gas, etc.)? D

NOISE

28. Would the proposed project result in:

- a. Increase to existing noise levels? D
- b. Exposure of people to severe noise levels? D

POPULATION AND HOUSING

29. Would the proposed project:

- a. Induce substantial growth in an area either directly or indirectly (i.e. through population growth or infrastructure use)? D
- b. Displace existing housing, especially affordable housing? D

PUBLIC SERVICES

30. Would the proposal result in a need for new or altered government services for any of the following public services:

- a. Fire protection? D

- b. Police protection? D
- c. Schools? D
- d. Maintenance of public facilities, including roads? D
- e. Other governmental services? D

RECREATION

31. Would the proposed project:

- a. Increase the demand for neighborhood or regional parks or other recreational facilities? D
- b. Affect existing recreational opportunities? D

TRANSPORTATION AND TRAFFIC

32. Would the proposed project:

- a. Increase vehicle trips or traffic congestion? D
- b. Increase hazards to safety from design features (i.e. sharp curves or dangerous intersections)? D
- c. Inadequate access to nearby uses? D
- d. Insufficient on-site parking capacity? D
- e. Hazards or barriers for pedestrians or bicyclists? D

UTILITIES AND SERVICE SYSTEMS

33. Would the proposed project result in a need for new systems or supplies, or alterations to the following utilities:

- a. Power or natural gas? D
- b. Communications systems? D
- c. Local or regional water treatment or distribution facilities? D
- d. Sewer or septic tanks? D
- e. Storm water drainage? D
- f. Solid waste disposal? D
- g. Local or regional water supplies? D

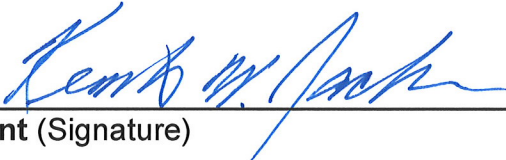
34. Describe the project site as it exists before the project, including any existing structures on the site, and the use of the structures (i.e. residential, commercial, industrial, etc.) Attach photographs of the site and of the surrounding land uses.

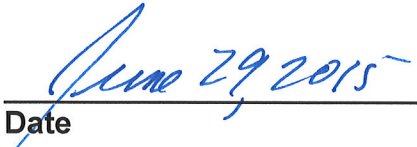
(E) COMMERCIAL BUILDING WITH PARKING ON PREVIOUSLY DEVELOPED SITE. (E) COMMERCIAL BUILDING TO REMAIN AND BE RENOVATED INTO MEDICAL CLINIC. NEW MEDICAL BUILDING TO BE ADDED TO (E) STRUCTURE.

35. Describe the intensity of land use (i.e. single-family, apartment dwellings, shopping center, etc.), and specifications of development (i.e. height, primary frontage, secondary frontage, setbacks, rear yard, etc.).

(E) COMMERCIAL BUILDING: SETBACK: +/- 5'-0" SURROUNDING SITE
USE: MEDICAL OFFICE CLINIC
HEIGHT: 36'-11" MAX.
PRIMARY FRONTAGE: SLAUSON AVENUE
SECONDARY FRONTAGE: LAURA AVENUE

CERTIFICATION: I hereby certify that the statements furnished above and in the attached plans present the data and information required for this initial evaluation to the best of my ability, and that the facts, statements and information presented are true and correct to the best of my knowledge and belief.


Applicant (Signature)


Date



City of

HUNTINGTON PARK california

COMMUNITY DEVELOPMENT DEPARTMENT

6550 MILES AVENUE

HUNTINGTON PARK, CA 90255

TEL: (323) 584-6210 FAX: (323) 584-6244

PUBLIC NOTICE RADIUS MAP GUIDELINES

The radius map, ownership list and mailing labels are for the purpose of providing public notice of a proposed project to properties within a 300 foot radius from the subject property.

When submitting an application for a **Conditional Use Permit, Development Permit, Variance, and/or Tentative Parcel Map**, the applicant must include a radius map, mailing labels, and a list of all the property owners within a 300 foot radius from the subject property as required by **State Law and the Huntington Park Municipal Code**. The guidelines for preparation of these items are as follows:

- A) An original and one (1) copy of a **Radius Map** (300 foot radius from property), showing all the ownership lines. The map must also contain a key to an ownership list (see attached example). The ownership information can be obtained from the County Assessor's Office.

Los Angeles County
Assessor's Office
South El Monte
1441 Santa Anita Avenue
South El Monte, CA
(818) 350-4695

Los Angeles County
Assessor's Office
County Hall of Administration
Room 205
500 West Temple Street
Los Angeles, CA
(213) 974-3211

- B) One (1) ownership list from the latest Assessor's records, of properties within a 300 foot radius from the subject property. On the map, each property within the 300 foot radius must be referenced to the ownership list by number. (See attached example)
- C) Two (2) sets of addressed, self-adhesive, gummed labels. Use Avery Mailing Labels No. AVY 5162, AVY 5351 or AVY 5375 (1" x 3" in size, see attached example).
- D) Sign and date the attached affidavit (see Attachment B), verifying that the information on the radius map ownership is accurate.



City of

HUNTINGTON PARK california

COMMUNITY DEVELOPMENT DEPARTMENT

6550 MILES AVENUE

HUNTINGTON PARK, CA 90255

TEL: (323) 584-6210 FAX: (323) 584-6244

Attachment B

AFFIDAVIT

I, Kenneth W. Jackson, hereby certify that on the 29th day of June, 2015, I prepared an ownership list and radius map, including properties entirely within or partially within 300 feet on the most exterior boundaries of the property being considered in the above referenced case known as (address)

The name and addresses listed were taken from the latest records of the Los Angeles County Assessor. Such names are recorded in the records of the County Assessor as being the present owner or owners of both the property involved in said case and of property in the immediate vicinity thereto.

I certify that said ownership list and radius map are correct and accurate to the best of my knowledge. I also acknowledge that any errors in this information will constitute an incomplete application and may invalidate its approval.

Kenneth W. Jackson
Signature of Applicant

June 29, 2015
Date



CITY OF HUNTINGTON PARK

Community Development Dept. • Planning Division
6550 Miles Avenue, Huntington Park, CA 90255
Tel. (323) 584-6210 • planning@huntingtonpark.org

ZONING ORDINANCE AMENDMENT APPLICATION

FOR OFFICE USE ONLY

Date Filed: _____ File No.: _____ Fee/Receipt No.: _____ Initials: _____

APPLICANT'S INFORMATION

Applicant: 1900 E. SLAUSON AVENUE, LLC

Mailing Address: ~~PO BOX 3465 LAGUNA HILLS, CA 92654~~ 8895 Research Dr., Irvine, CA 92618

Phone 1: 949.707.0035

Phone 2: 213.703.2028

Fax: (949) 707-0034

Please answer the following questions completely. Failure to completely answer all questions may delay the processing of this application. Attach additional sheets if necessary.

1. Please list the specific code section(s) you wish to amend (provide a strike-out version of the particular sections of the code with your suggestions):

SECTION 9-4.302: ALLOWED USES, TABLE IV-8(?)

2. Give justification as to why the section(s) of the zoning ordinance should be amended:

ADJACENT

AN EXISTING COMMERCIAL BUILDING HAS BEEN LARGELY VACANT FOR 7 YEARS. CONVERSION TO MEDICAL CLINIC WAS RESPONSE TO MARKET DEMAND AND ADDING TO THAT CLINIC ON THIS SITE REMOVES A BLIGHTED PROPERTY.

3. Explain how the proposed amendment(s) is consistent with the goals and objectives of the City's General Plan:

THE CITY'S INTENT WAS FOR ENTIRE PROPERTY TO CHANGE FROM INDUSTRIAL USE TO COMMERCIAL, PRE- RECESSION. WITHOUT TOOLS OF REDEVELOPMENT AGENCY, THE TRANSITION WAS STOPPED BY RECESSION.

HEALTH CARE IS A COMMERCIAL, YET NON RETAIL USE, THAT ACHIEVES THE REDEVELOPMENT OF THE SITE.

4. Explain how the proposed amendment(s) meets the needs of the community as a whole:

ALTIMED HEALTH SERVICES IS WELL KNOWN FOR SERVING COMMUNITIES SUCH AS HUNTINGTON PARK AND IS MODERNIZING AND EXPANDING ON AN OLD WITHIN THE CITY. IT'S SOLE MISSION IS PROVIDING HIGH QUALITY HEALTH CARE SERVICES TO TO UNDERSERVED IN THE COMMUNITY

Signature of Applicant

Date

Kent M. Jack

June 29, 2015



CITY OF HUNTINGTON PARK
Community Development Dept. • Planning Division
6550 Miles Avenue, Huntington Park, CA 90255
Tel. (323) 584-6210 • planning@huntingtonpark.org

LOT LINE ADJUSTMENT / LOT MERGER APPLICATION

FOR OFFICE USE ONLY

Date Filed: _____ File No.: _____ Fee/Receipt No.: _____ Initials: _____

GENERAL INFORMATION

Project Address: 1900 E SLAUSON AVENUE, HUNTINGTON PARK, CA 90255
Assessor's Parcel Numbers (APN): 6321-001-019, 6321-001-017, 6321-001-016
Current Zoning: MPD Current Land Use: MANUFACTURING PLANNED DEVELOPMENT

APPLICANT'S INFORMATION

Applicant: 1900 E SLAUSON AVENUE, LLC
Mailing Address: 8895 RESEARCH DRIVE, IRVINE, CA 92618
Phone 1: 949-707-0035 Phone 2: 213-703-2028 Email: DMARTINEZ@CAMFIELDPARTNERS.COM

PROPERTY OWNER'S INFORMATION

Property Owner(s): 1900 E SLAUSON AVENUE, LLC
Mailing Address: 8895 RESEARCH DRIVE, IRVINE, CA 92618
Phone 1: 949-707-0035 Phone 2: 213-703-2028 Email: KJACKSON@CAMFIELDPARTNERS.COM

ENGINEER/SURVEYOR INFORMATION

Engineer/Surveyor: SEABOARD ENGINEERING COMPANY
Mailing Address: 1100 S. BEVERLY DRIVE, LOS ANGELES, CA 90035
Phone 1: 310-277-7337 Phone 2: _____ Email: _____

REQUEST

I/We hereby request a Lot Line Adjustment / Lot Merger (LLA) for the following purpose:
TO MERGE PARCEL INTO ONE LOT FOR PARKING LOT USE.


Describe property as it currently exists (including any buildings):
EXISTING SITE IS A VACANT LOT.

PROJECT INFORMATIONNumber of Parcels existing: THREE (3) Number of Parcels proposed: ONE (1)Type of use: ☐ Residential ☒ Commercial ☐ Industrial ☐ Institutional

| Lot Number | Existing | | | Proposed | | |
|------------|----------|--------|-----------|----------|---------|-----------|
| | Depth | Width | Size | Depth | Width | Size |
| A | 152.52' | 72.99' | 0.196 AC. | 152.11' | 224.96' | 0.787 AC. |
| B | 152.53' | 95.98' | 0.336 AC. | | | |
| C | 152.53' | 55.99' | 0.255 AC. | | | |
| | | | | | | |

Total area of property in this adjustment request is (square feet/acres): _____

CERTIFICATE AND AFFIDAVIT OF APPLICANT: I/We certify that all statements made on this application are true and complete to the best of my knowledge. I/We understand that any false statements may result in denial of the requested permit or revocation of any issued permit. I/We further certify that I am, or have permission by, the property owner to conduct the proposed development applied for herein.




Applicant Signature (Required)
KENNETH W. JACKSON

Print Name

Date June 29, 2015

Note: If the applicant is not the property owner, the owner of the property must sign the application or a written authorization must be submitted so that the applicant may file the application.



Property Owner Signature (Required)
KENNETH W. JACKSON

Print Name

Date June 29, 2015

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:**

(This space is for Recorder's Use)

City of Huntington Park
Planning Division
6550 Miles Avenue
Huntington Park, CA 90255

This Agreement is recorded at the request and for the benefit of the **City of Huntington Park** and is exempt from the payment of a recording fee pursuant to **Government Code Sections 27383 and 6103**.

**CERTIFICATE OF COMPLIANCE
FOR LOT LINE ADJUSTMENT / LOT MERGER**

City Lot Line Adjustment / Lot Merger No.:

LLA-00-00 (Number to be provided by Planning Division)

Affecting that real property described as follows:

Assessor's Parcels Numbers 0000-000-000 and 0000-000-000 and street location

Brief description of the Lot Line Adjustment / Lot Merger:

Describe the purpose of the Lot Line Adjustment or Lot Merger.

List of attached exhibits:

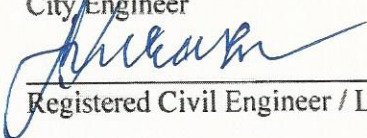
- Exhibit "A" – Legal Description of Parcels prior to Lot Adjustment
- Exhibit "B" – Legal Description of Parcel after Lot Adjustment
- Exhibit "C" – Owner's Certification
- Exhibit "D" – Plat of the Property Showing Adjusted Lots

Legal Owners: See Attached Exhibit "C"

| | | | |
|---------------------------|---------------------------|---------------------------|----------|
| Parcel 1 APN 6321-001-019 | Parcel 2 APN 6321-001-016 | Parcel 3 APN 6321-001-017 | Parcel 4 |
| Name | Name | Name | Name |
| Address | Address | Address | Address |

The City Engineer hereby states that the Lot Line Adjustment or Lot Merger complies with the applicable provisions of the Subdivision Map Act and the City of Huntington Park Municipal Code. This certificate relates only to issues of compliance or non compliance with the Subdivision Map Act and local ordinances enacted pursuant thereto. The parcels described herein may be sold, leased or financed without further compliance with the Subdivision Map Act or any other local ordinance enacted pursuant thereto. Development of the parcel(s) may require issuance of a permit or permits, or other grant or grants of approval.

City Engineer


Registered Civil Engineer / Land Surveyor

Date

Date

6/30/2015

Exhibit "A"

LEGAL DESCRIPTION PRIOR TO LOT ADJUSTMENT

EXHIBIT "A"

LEGAL DESCRIPTIONS PRIOR TO LOT MERGER:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

EXISTING LEGAL DESCRIPTION — AREA A:

LOTS 12, 13 AND THE EASTERLY 6 FEET OF LOT 14, IN BLOCK "C" OF THE NADEAU VINEYARD TRACT NO. 1, IN THE CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 28, PAGE 81, OF MISCELLANEOUS RECORDS, OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE NORTHERLY ONE-HALF OF THE ALLEY, 15 FEET WIDE ADJOINING SAID LOTS ON THE SOUTH IN BLOCK "C" OF SAID NADEAU VINEYARD TRACT NO. 1, AS VACATED BY RESOLUTION NO. 70-70, OF THE CITY OF HUNTINGTON PARK, A CERTIFIED COPY OF WHICH WAS RECORDED ON SEPTEMBER 11, 1970, AS INSTRUMENT NO. 3240, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED EASTERLY BY THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF SAID LOT 12 AND WESTERLY BY THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF THE EASTERLY 6 FEET OF SAID LOT 14 IN SAID TRACT.
APN: 6321-001-019

EXISTING LEGAL DESCRIPTION — AREA B:

LOTS 14, 15, 16, 17 AND THE EASTERLY 2 FEET OF LOT 18, IN BLOCK "C" OF THE NADEAU VINEYARD TRACT NO. 1, IN THE CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 28, PAGE 81, OF MISCELLANEOUS RECORDS, OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE NORTHERLY ONE-HALF OF THE ALLEY, 15 FEET WIDE ADJOINING SAID LOTS ON THE SOUTH IN BLOCK "C" OF SAID NADEAU VINEYARD TRACT NO. 1, AS VACATED BY RESOLUTION NO. 70-70, OF THE CITY OF HUNTINGTON PARK, A CERTIFIED COPY OF WHICH WAS RECORDED ON SEPTEMBER 11, 1970, AS INSTRUMENT NO. 3240, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED EASTERLY BY THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF THE EASTERLY 6 FEET OF SAID LOT 14 AND BOUNDED WESTERLY BY THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF THE EASTERLY 2 FEET OF SAID LOT 18, IN SAID TRACT.

EXCEPT THEREFROM THE EASTERLY 6 FEET OF SAID LOT 14.
APN 6321-001-016

EXISTING LEGAL DESCRIPTION — AREA C:

THE WEST 23 FEET OF LOT 18 AND ALL OF LOTS 19 AND 20 IN BLOCK "C" OF NADEAU VINEYARD TRACT NO. 1, IN THE CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 28, PAGE 81 OF MISCELLANEOUS RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

ALSO, THAT PORTION OF THE NORTHERLY 7.5 FEET OF AN ALLEY VACATED SEPTEMBER 8, 1970 BY RESOLUTION NO. 70-70 OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, A CERTIFIED COPY OF WHICH RECORDED SEPTEMBER 11, 1970, AS INSTRUMENT NO. 3240, BOUNDED ON THE EAST BY THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF THE WEST 23 FEET OF SAID LOT 18 AND BOUNDED ON THE WEST BY THE SOUTHERLY PROLONGATION OF THE WEST LINE OF SAID LOT 20.
APN: 6321-001-017



LOT MERGER

| | | |
|-------------------|--|----------------|
| JOB NO. 14-081-1 | SEABOARD ENGINEERING CO. 1100 S. BEVERLY DRIVE LOS ANGELES, CALIFORNIA 90035 TEL. (310) 277-7337 FAX (213) 879-4900 | SHEET NO. 1 |
| DESIGNED BY: M.D. | | DATE: 06-15-15 |
| APPROVED: G.K.B. | | SCALE: NTS |

Exhibit "B"

LEGAL DESCRIPTION AFTER LOT ADJUSTMENT

EXHIBIT "B"

LEGAL DESCRIPTIONS AFTER LOT MERGER:

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL 1:

LOTS 12, 13, 14, 15, 16, 17, 18, 19, AND 20, IN BLOCK "C" OF THE NADEAU VINEYARD TRACT NO. 1, IN THE CITY OF HUNTINGTON PARK, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 28, PAGE 81, OF MISCELLANEOUS RECORDS, OF SAID COUNTY, TOGETHER WITH THAT PORTION OF THE NORTHERLY ONE-HALF OF THE ALLEY, 15 FEET WIDE ADJOINING SAID LOTS ON THE SOUTH IN BLOCK "C" OF SAID NADEAU VINEYARD TRACT NO. 1, AS VACATED BY RESOLUTION NO. 70-70, OF THE CITY OF HUNTINGTON PARK, A CERTIFIED COPY OF WHICH WAS RECORDED ON SEPTEMBER 11, 1970, AS INSTRUMENT NO. 3240, OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, BOUNDED EASTERLY BY THE SOUTHERLY PROLONGATION OF THE EASTERLY LINE OF LOT 12, AND BOUNDED WESTERLY BY THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF THE SAID LOT 20 AND IN SAID TRACT, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID AFOREMENTIONED LOT 12;
THENCE SOUTHERLY ALONG EASTERLY LINE OF LOT 12, AND SAID SOUTHERLY PROLONGATION SOUTH 00°21'13" EAST, 152.54' FEET, TO A POINT IN THE CENTERLINE OF SAID 15-FOOT VACATED ALLEY;

THENCE WESTERLY ALONG SAID CENTERLINE OF VACATED ALLEY, SOUTH 89°56'35" WEST 224.96 FEET, TO A POINT ON THE SOUTHERLY PROLONGATION OF THE WESTERLY LINE OF SAID LOT 20;
THENCE NORTHERLY ALONG THE SAID SOUTHERLY PROLONGATION AND WESTERLY LINE OF SAID LOT 20, NORTH 00°21'13" WEST 152.52 FEET, TO THE NORTHWEST CORNER OF SAID LOT 20, SAID POINT ALSO BEING ON THE SOUTHERLY LINE OF SLAUSON AVENUE, 90 FEET WIDE AS NOW ESTABLISHED;

THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOT 20, AND ITS EASTERLY PROLONGATION, NORTH 89°56'22" EAST 224.96 FEET, TO SAID NORTHEAST CORNER THEREOF AND POINT OF BEGINNING.

CONTAINING AN AREA OF 34,312.71 SQ. FT. OR

0.79 AC. MORE OR LESS



LOT MERGER

JOB NO. 14-081-1
DESIGNED BY: M.D.
APPROVED: G.K.B.

SEABOARD ENGINEERING CO.
1100 S. BEVERLY DRIVE
LOS ANGELES, CALIFORNIA 90035
TEL. (310) 277-7337 FAX (213) 879-4900

SHEET NO. 1
DATE: 06-15-15
SCALE: NTS

above reserved for County Recorder's use

EXHIBIT "C"

LOT MERGER

RECORD OWNERS:

PARCEL 1, PARCEL 2, PARCEL 3

NAME: 1900 E. SLAUSON AVENUE, LLC

ADDRESS: 1900 E. Slauson Avenue, Huntington Park, CA 90023

PHONE: (909) 707 - 0035

We hereby certify that; 1) We are the record owners of all parcels proposed for adjustment by this application; 2) We have knowledge of and consent to the filing of this application; and 3) The information submitted in connection with this application is true and correct.

1900 E. SLAUSON AVENUE, LLC

By: Kenneth W. Jackson

Its: Manager

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 Orange

On June 30, 2015 before me, D.A. Martinez, Notary Public
(Insert Name of Notary Public and Title)
personally appeared Kenneth W. Jackson,

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.

Signature D.A. Martinez (Seal)

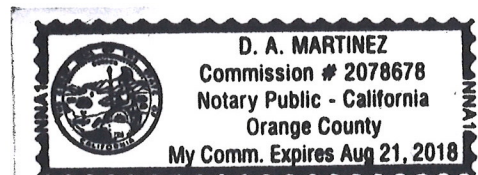


Exhibit "D"

PLAT OF PROPERTY SHOWING ADJUSTED LOTS

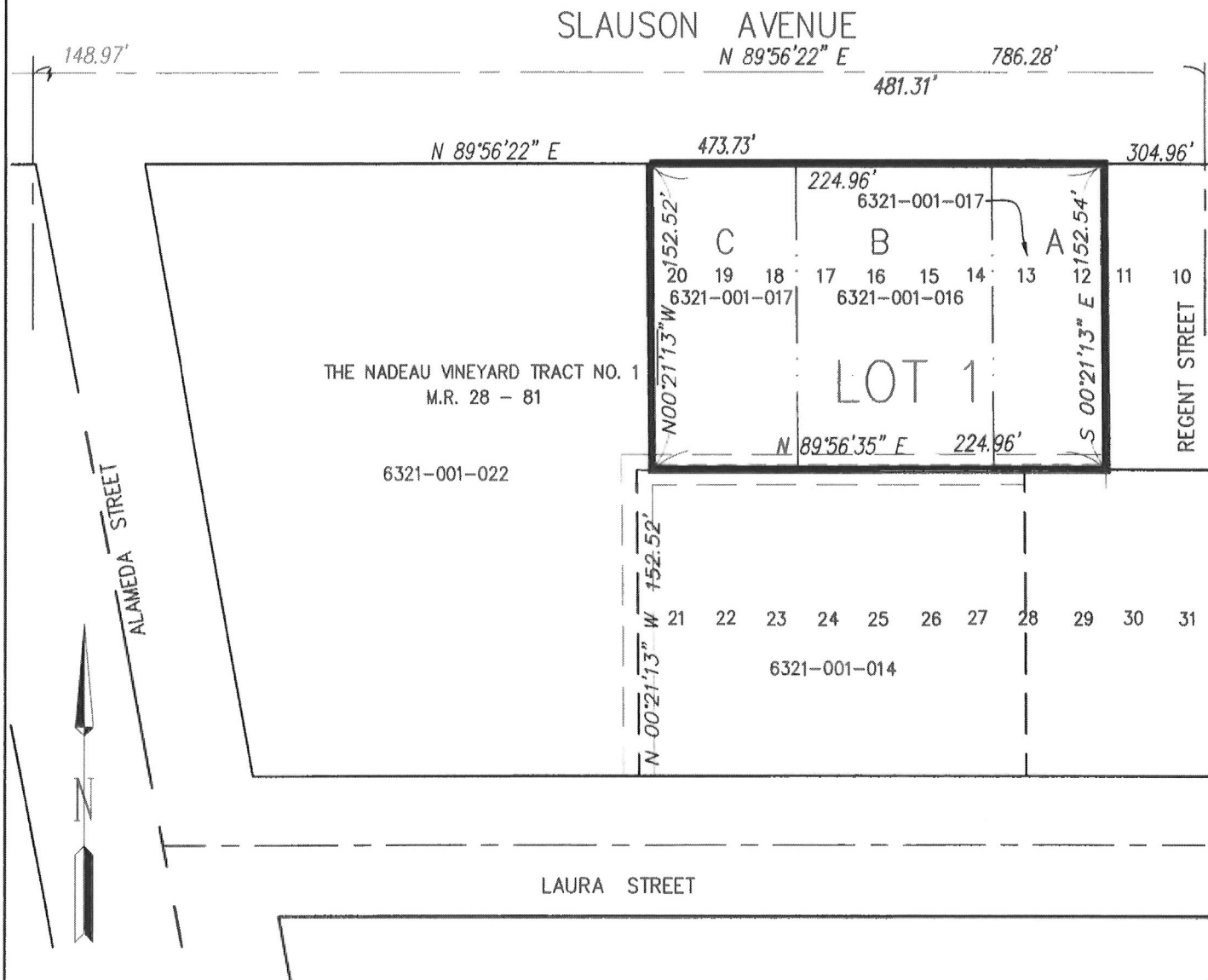
EXISTING PARCELS:

AREA A = 8,540.52 S.F.
 AREA B = 14,640.02 S.F.
 AREA C = 11,132.17 S.F.
 TOTAL = 34,312.71 S.F.

EXHIBIT "D"

PROPOSED PARCEL:

PARCEL 1 = 34,312.71 S.F.
 OR 0.79 AC. MORE OR LESS



LEGEND:

PROPOSED LOT LINE: _____
 EXISTING LINE TO BE ADJUSTED: _____
 EXISTING LOT LINE TO REMAIN: _____
 EXISTING CENTERLINE: _____



LOT MERGER

| | | |
|-------------------|--|-----------------|
| JOB NO. 14-081-1 | SEABOARD ENGINEERING CO. 1100 S. BEVERLY DRIVE LOS ANGELES, CALIFORNIA 90035 TEL. (310) 277-7337 FAX (213) 879-4900 | SHEET NO. 1 |
| DESIGNED BY: M.D. | | DATE: 06-15-15 |
| APPROVED: G.K.B. | | SCALE: 1=80'-0" |

PC RESOLUTION NO. 2015-06

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF HUNTINGTON PARK RECOMMENDING TO THE CITY COUNCIL THE ADOPTION OF AN ORDINANCE AMENDING TITLE 9, CHAPTER 4, ARTICLE 3 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO ALLOWED LAND USES AND THE APPROVAL OF A CONDITIONAL USE PERMIT, DEVELOPMENT PERMIT, PARCEL MERGER, AND ADOPTION OF A CATEGORICAL EXEMPTION TO EXPAND AN EXISTING MEDICAL FACILITY LOCATED AT 1900 SLAUSON AVENUE, WITHIN THE MANUFACTURING PLANNED DEVELOPMENT (MPD) ZONE.

WHEREAS, the Planning Commission of the City of Huntington Park, after notice duly given as required by law, held a public hearing on Wednesday, August 19, 2015 at 6:30 p.m., in the City Hall, 6550 Miles Avenue, Huntington Park, California, to consider recommending to the City Council the adoption of an Ordinance amending Title 9, Chapter 4, Article 3 of the Huntington Park Municipal Code relating to allowed land uses and the approval of a Conditional Use Permit ("CUP"), Development Permit, Parcel Merger, and adoption of a Categorical Exemption under the California Environmental Quality Act (CEQA) to expand an existing medical facility located at 1900 Slauson Avenue, within the Manufacturing Planned Development (MPD) Zone on the following described property:

Assessor's Parcel No. 6321-001-014, 6323-001-016, 6323-001-017, 6323-001-019, and 6323-001-022; and

WHEREAS, the proposed Ordinance promotes and is consistent with the goals of the General Plan; and

WHEREAS, the Municipal Code is a document that will be subject to change from time to time due to changes in policy, designs, development trends, new uses and/or situations that were not considered; and

WHEREAS, the effect on existing land uses within the City has been analyzed with respect to the proposed amendments; and

WHEREAS, the proposed Ordinance will not adversely affect property values and will not be detrimental to the City; and

1 **WHEREAS**, the proposed Zoning Ordinance Amendment will be in the interest and
2 furtherance of the public health, safety, and general welfare; and

3 **WHEREAS**, the City of Huntington Park, California, pursuant to the provisions of the
4 California Environmental Quality Act (hereinafter "CEQA") (California Public Resources
5 Code Sections 21000 et seq.) and State CEQA guidelines, it has been determined that
6 adoption and implementation of the proposed Ordinance and the approvals of the CUP and
7 Development Permit are exempt from CEQA pursuant to Section 15332 (In-Fill
8 Development Projects) and Section 15061 (Review for Exemption) of the California Code of
9 Regulations; and

10 **WHEREAS**, all persons appearing for or against the recommendation to adopt the
11 Zoning Ordinance Amendment were given the opportunity to be heard in connection with
12 said matter; and

13 **WHEREAS**, written comments received prior to the hearing, and responses to such
14 comments, were reviewed and considered by the Planning Commission.
15

16 **NOW, THEREFORE, THE PLANNING COMMISSION OF THE CITY OF**
17 **HUNTINGTON PARK DOES FIND, DETERMINE, RECOMMEND AND RESOLVES AS**
18 **FOLLOWS:**
19

20 **SECTION 1:** The proposed Ordinance amending the Huntington Park Municipal
21 Code, as attached hereto and marked Exhibit "A" has been presented to the Planning
22 Commission, and the Commission has reviewed and considered the information therein
23 prior to any action on the adoption of this Resolution.

24 **SECTION 2.** The Planning Commission hereby makes the following findings in
25 connection with the proposed Zoning Ordinance Amendment:

26 **1. The proposed amendment is consistent with the General Plan.**

27 Pursuant to Section 9-4.301 of the Municipal Code, the purpose of the MPD zoning
28 district is to provide for service commercial, business and industrial uses, while

1 providing a major economic base with employment concentrations generally served
2 by arterial streets. The proposed amendment, which will conditionally allow medical
3 offices in the MPD zone will be consistent with the intent and purpose of the General
4 Plan.

5 **2. The proposed amendment would not be detrimental to the public interest,**
6 **health, safety, convenience or welfare of the City.**

7 It is not anticipated that the proposed amendment to the Zoning Code will create an
8 adverse impact to public health, welfare and safety because the overall goal of the
9 proposed amendment is to maintain the orderly development of City's MPD zone in a
10 manner that is consistent with the City's General Plan and, more specifically, with the
11 community's vision.

12 **3. The proposed project has been reviewed in compliance with the provisions of**
13 **the California Environmental Quality Act (CEQA), and the City's Guidelines.**

14 Pursuant to the California Environmental Quality Act (CEQA), it has been determined
15 that adoption and implementation of the proposed Ordinance is exempt from
16 environmental review, as it meets the following criteria for a Categorical exemption
17 under CEQA guidelines (Class 32 –Infill Development):

18 A. CEQA Guidelines Section 15332(a). The project is consistent with the applicable
19 general plan designation and all applicable general plan policies as well as with
20 applicable zoning designation and regulations.

21 B. CEQA Guidelines Section 15332(b). The proposed development occurs within city
22 limits on a project site of no more than five acres substantially surrounded by urban
23 uses.

24 C. CEQA Guidelines Section 15332(c). The project site has no value, as habitat for
25 endangered, rare or threatened species.

26 D. CEQA Guidelines Section 15332(d). Approval of the project would not result in any
27 significant effects relating to: (1) traffic, (2) noise, (3) air quality, or (4) water quality.

28 E. CEQA Guidelines Section 15332(e). The site can be adequately served by all

required utilities and public services..

4. The proposed amendment is internally consistent with other applicable provisions of the Municipal Code.

The proposed amendment is internally consistent with other applicable provisions of the Zoning Ordinance, in that the project complies with all the development standards of the MPD zone.

SECTION 3: The Planning Commission hereby makes the following findings in connection with the proposed CUP:

1. The proposed use is conditionally permitted within, and would not impair the integrity and character of, the subject zoning district and complies with all of the applicable provisions of this Code.

With the approval of the proposed zoning ordinance amendment, the proposed medical office use will become conditionally permitted use within the MPD zoning district. The proposed medical office use complies with all applicable development standards including off-street parking.

2. The proposed use is consistent with the General Plan.

Pursuant to Section 9-4.301 of the Municipal Code, the purpose of the MPD zoning district is to provide for service commercial, business and industrial uses, while providing a major economic base with employment concentrations generally served by arterial streets. The proposed amendment to conditionally allow medical offices in the MPD zone will be consistent with the intent and purpose of the General Plan.

3. The approval of the Conditional Use Permit for the proposed use is in compliance with the requirements of the California Environmental Quality Act (CEQA) and the City's Guidelines.

Pursuant to the California Environmental Quality Act (CEQA), it has been determined that approval of the CUP for the proposed use is exempt from environmental review, as it meets the following criteria for a Categorical exemption under CEQA guidelines (Class 32 –Infill Development):

1 A. CEQA Guidelines Section 15332(a). The project is consistent with the applicable
2 general plan designation and all applicable general plan policies as well as with
3 applicable zoning designation and regulations.

4 B. CEQA Guidelines Section 15332(b). The proposed development occurs within city
5 limits on a project site of no more than five acres substantially surrounded by urban
6 uses.

7 C. CEQA Guidelines Section 15332(c). The project site has no value, as habitat for
8 endangered, rare or threatened species.

9 D. CEQA Guidelines Section 15332(d). Approval of the project would not result in any
10 significant effects relating to: (1) traffic, (2) noise, (3) air quality, or (4) water quality.

11 E. CEQA Guidelines Section 15332(e). The site can be adequately served by all
12 required utilities and public services..

13 **4. The design, location, size and operating characteristics of the proposed use**
14 **are compatible with the existing and planned future land uses within the**
15 **general area in which the proposed use is to be located and will not create**
16 **significant noise, traffic or other conditions or situations that may be**
17 **objectionable or detrimental to other permitted uses operating nearby or**
18 **adverse to the public interest, health, safety, convenience or welfare of the**
19 **City.**

20 The design, size, and location of the project site are adequate to support the
21 proposed expansion of the existing medical office. The subject site is approximately
22 130,599 square feet and will provide 164 off-street parking spaces to satisfy the 136
23 required off-street parking spaces for the use. Because the subject site and
24 proposed expansion comply with all applicable development standards, the proposed
25 expansion is not expected to create significant noise, traffic or other conditions that
26 may be detrimental to neighboring uses or to the public.

27 **5. The subject site is physically suitable for the type and density/intensity of use**
28 **being proposed.**

1 The subject site is physically suitable for the proposed expansion of the medical
2 office. The 130,599 square foot site has adequate circulation for vehicles, parking,
3 and access from Slauson Avenue and Alameda Street.

4 **6. There are adequate provisions for public access, water, sanitation and public**
5 **utilities and services to ensure that the proposed use would not be detrimental**
6 **to public health, safety and general welfare.**

7 Access to the site is provided through Slauson Avenue to the north and Alameda
8 Street to the east. The site also has adequate existing sanitation, public utilities and
9 services. The proposed development was reviewed by the City's Engineer and
10 Building Official and they have determined that the project will not significantly
11 intensify public access, water, sanitation, and public utilities and services.

12 **SECTION 4:** The Planning Commission hereby makes the following findings in
13 connection with the proposed Development Permit:

14 **1. The proposed development is one permitted within the subject zoning district**
15 **and complies with all of the applicable provisions of this Code, including**
16 **prescribed development/site standards.**

17 With the approval of the proposed zoning ordinance amendment, the proposed
18 medical office use will become conditionally permitted use within the MPD zoning
19 district. The proposed medical office use complies with all applicable development
20 standards including off-street parking.

21 **2. The proposed development is consistent with the General Plan.**

22 Pursuant to Section 9-4.301 of the Municipal Code, the purpose of the MPD zoning
23 district is to provide for service commercial, business and industrial uses, while
24 providing a major economic base with employment concentrations generally served
25 by arterial streets. The proposed amendment to conditionally allow medical offices in
26 the MPD zone will be consistent with the intent and purpose of the General Plan.

1 **3. The proposed development would be harmonious and compatible with existing**
2 **and planned future developments within the zoning district and general area,**
3 **as well as with the land uses presently on the subject property.**

4 It is expected that the existing and future development of the zoning district continue
5 as manufacturing/industrial. The surrounding properties within the vicinity are built for
6 manufacturing and industrial uses. The proposed development would be compatible
7 with existing surrounding uses, therefore, will not adversely impact the subject site or
8 surrounding area. The proposed use will not be of greater intensity than the existing
9 surrounding uses.

10 **4. The approval of the Development Permit for the proposed project is in**
11 **compliance with the requirements of the California Environmental Quality Act**
12 **(CEQA) and the City's Guidelines.**

13 Pursuant to the California Environmental Quality Act (CEQA), it has been determined
14 that approval of the Development Permit for the proposed project is exempt from
15 environmental review, as it meets the following criteria for a Categorical exemption
16 under CEQA guidelines (Class 32 –Infill Development):

17 A. CEQA Guidelines Section 15332(a). The project is consistent with the applicable
18 general plan designation and all applicable general plan policies as well as with
19 applicable zoning designation and regulations.

20 B. CEQA Guidelines Section 15332(b). The proposed development occurs within city
21 limits on a project site of no more than five acres substantially surrounded by urban
22 uses.

23 C. CEQA Guidelines Section 15332(c). The project site has no value, as habitat for
24 endangered, rare or threatened species.

25 D. CEQA Guidelines Section 15332(d). Approval of the project would not result in any
26 significant effects relating to: (1) traffic, (2) noise, (3) air quality, or (4) water quality.

27 E. CEQA Guidelines Section 15332(e). The site can be adequately served by all
28 required utilities and public services..

1 **5. The subject site is physically suitable for the type and density/intensity of use**
2 **being proposed.**

3 The subject site is physically suitable for the proposed expansion of the medical
4 office. The 130,599 square foot site has adequate circulation for vehicles, parking,
5 and access from Slauson Avenue and Alameda Street.

6 **6. There are adequate provisions for public access, water, sanitation and public**
7 **utilities and services to ensure that the proposed development would not be**
8 **detrimental to public health, safety and general welfare.**

9 Access to the site is provided through Slauson Avenue to the north and Alameda
10 Street to the east. The site also has adequate existing sanitation, public utilities and
11 services. The proposed development was reviewed by the City's Engineer and
12 Building Official and they have determined that the project will not significantly
13 intensify public access, water, sanitation, and public utilities and services.

14 **7. The design, location, size and operating characteristics of the proposed**
15 **development would not be detrimental to the public health, safety, or welfare of**
16 **the City.**

17 The design, size, and location of the project site are adequate to support the
18 proposed expansion of the existing medical office. The subject site is approximately
19 130,599 square feet and will provide 164 off-street parking spaces to satisfy the 136
20 required off-street parking spaces for the use. The proposed expansion is not
21 expected to create significant noise, traffic or other conditions that may be detrimental
22 to neighboring uses or to the public. Because the subject site and proposed
23 expansion comply with all applicable development standards, the proposed
24 expansion is not expected to create significant noise, traffic or other conditions that
25 may be detrimental to neighboring uses or to the public.

26 **SECTION 5:** The Planning Commission hereby approves Resolution No. 2015-06,
27 recommending to the City Council approval of a Zoning Ordinance Amendment, CUP,
28 Development Permit, and Parcel Merger subject to the execution and fulfillment of the

following conditions:

Planning Division

1. That the property owner and applicant shall indemnify, protect, hold harmless and defend the City and any agency or instrumentality thereof, its officers, employees and agents from all claims, actions, or proceedings against the City to attack, set aside, void, annul, or seek damages arising out of an approval of the City, or any agency or commission thereof, concerning this project. City shall promptly notify both the property owner and applicant of any claim, action, or proceeding to which this condition is applicable. The City shall cooperate in the defense of the action, while reserving its right to act as it deems to be in the best interest of the City and the public. The property owner and applicant shall defend, indemnify and hold harmless the City for all costs and fees incurred in additional investigation or study, or for supplementing or revising any document, including, without limitation, environmental documents. If the City's legal counsel is required to enforce any condition of approval, the applicant shall pay for all costs of enforcement, including legal fees.
2. Except as set forth in subsequent conditions, all-inclusive, and subject to department corrections and conditions, the property shall be developed substantially in accordance with the applications, environmental assessment, and plans submitted.
3. That the proposed use shall comply with all applicable City, County, State and Federal codes, laws, rules, and regulations, including Health, Building and Safety, Fire, Sign, Zoning, and Business License.
4. That the use be conducted, and the property be maintained, in a clean, neat, quiet, and orderly manner at all times and comply with the property maintenance standards as set forth in Section 9-3.103.18 and Title 8, Chapter 9 of the Huntington Park Municipal Code.
5. That the business be operated in compliance with the City of Huntington Park Noise Ordinance.
6. That any existing and/or future graffiti, as defined by Huntington Park Municipal Code Section 5-27.02(d), shall be diligently removed within a reasonable time period by the property or business owner and at their own expense.
7. That the operator shall obtain/amend its City of Huntington Park Business License prior to commencing business operations.
8. That if any signs are proposed, such signs shall be installed in compliance with the City's sign regulations and that approval be obtained through a Sign Design Review prior to installation and that any existing non-permitted signs either apply for proper permits or be removed.
9. That all existing and/or proposed mechanical equipment and appurtenances, including satellite dishes, gutters etc., whether located on the rooftop, ground level or anywhere on the property shall be completely shielded/enclosed so as not to be visible from any public street and/or adjacent properties. Such shielding/enclosure of facilities shall be of

compatible design related to the building structure for which such facilities are intended to serve and shall be installed prior to the commencement of alcohol sales.

10. That any proposed on-site utilities, including electrical and telephone, be installed underground and be completely concealed from public view as required by the Planning Division.
11. That the existing trash enclosure with a gate and overhead trellis be maintained in compliance with HPMC Section 9-3.103(24).
12. That the applicant comply with all of the provisions of Title 7, Chapter 9 of the Huntington Park Municipal Code relating to Storm Water Management. The applicant shall also comply with all requirements of the National Pollutant Discharge Elimination System (NPDES), Model Programs, developed by the County of Los Angeles Regional Water Quality Board. This includes compliance with the City's Low Impact Development (LID) requirements.
13. That this entitlement shall be subject to review for compliance with conditions of the issuance at such intervals as the City Planning Commission shall deem appropriate.
14. That the violation of any of the conditions of this entitlement may result in a citation(s) and/or the revocation of the entitlement.
15. That this entitlement may be subject to additional conditions after its original issuance. Such conditions shall be imposed by the City Planning Commission as deemed appropriate to address problems of land use compatibility, operations, aesthetics, security, noise, safety, crime control, or to promote the general welfare of the City.
16. That the applicant be required to apply for a new entitlement if any alteration, modification, or expansion would increase the existing floor area of the establishment.
17. That this entitlement shall expire in the event it is not exercised within one (1) year from the date of approval, unless an extension has been granted by the Planning Commission.
18. That if the use ceases to operate for a period of six (6) months the entitlement shall be null and void.
19. That should the operation of this establishment be granted, deemed, conveyed, transferred, or should a change in management or proprietorship occur at any time, this Conditional Use Permit shall be reviewed to ensure compliance with all conditions of approval is current.
20. The Director of Community Development is authorized to make minor modifications to the approved preliminary plans or any of the conditions if such modifications shall achieve substantially the same results, as would strict compliance with said plans and conditions.

21. That the business owner (applicant) and property owner agree in writing to the above conditions.

Building and Safety Division

22. The initial plan check fee will cover the initial plan check and one recheck **only**. Additional review required beyond the first recheck shall be paid for on an hourly basis in accordance with the current fee schedule.

23. The second sheet of building plans is to list all conditions of approval and to include a copy of the Planning Commission Decision letter. This information shall be incorporated into the plans prior to the first submittal for plan check.

24. School Developmental Fees shall be paid to the School District prior to the issuance of the building permit.

25. Fees shall be paid to the County of Los Angeles Sanitation District prior to issuance of the building permit.

26. Art fee shall be paid to the City prior to issuance of the building Permit.

27. Recycling deposit shall be filed prior to issuance of the building permit to the satisfaction of the recycling coordinator.

28. Applicant is solely responsible for satisfying all Office of Statewide Health Planning and Development ('OSHPD') requirements, including but not limited to Health and Safety Code Sections 1200 and/or 1250; and for obtaining any necessary certifications required for an OSHPD 3 use by the State of California. Applicant is solely responsible for submitting plans to OSHPD, paying all associated fees, requesting inspections from OSHPD, and coordinating all OSHPD 3 work with all other work within the jurisdiction of the City. City will plan check and inspect only for compliance with California Title 24, excluding all OSHPD 3 requirements. City is not responsible for scheduling or coordinating any work within its jurisdiction with any work within the jurisdiction of OSHPD.

29. In accordance with paragraph 5538(b) of the California Business and Professions Code, plans are to be prepared and stamped by a licensed architect.

30. Structural calculations prepared under the direction of an architect, civil engineer or structural engineer shall be provided.

31. A geotechnical and soils investigation report is required, the duties of the soils engineer of record, as indicated on the first sheet of the approved plans, shall include the following:

- a) Observation of cleared areas and benches prepared to receive fill;
- b) Observation of the removal of all unsuitable soils and other materials;
- c) The approval of soils to be used as fill material;
- d) Inspection of compaction and placement of fill;
- e) The testing of compacted fills; and

- 1 f) The inspection of review of drainage devices.
- 2 32. The owner shall retain the soils engineer preparing the Preliminary Soils and/or
3 Geotechnical Investigation accepted by the City for observation of all grading, site
4 preparation, and compaction testing. Observation and testing shall not be performed by
5 another soils and/or geotechnical engineer unless the subsequent soils and/or
6 geotechnical engineer submits and has accepted by the Public Works Department, a
7 new Preliminary Soils and/or Geotechnical Investigation.
- 8 33. Prior to permit issuance the pdf copy of the soils report shall be provided by the
9 applicant.
- 10 34. A grading and drainage plan shall be approved prior to issuance of the building permit.
11 The grading and drainage plan shall indicate how all storm drainage including
12 contributory drainage from adjacent lots is carried to the public way or drainage
13 structure approved to receive storm water.
- 14 35. A Stormwater Pollution Prevention Program ("SWPPP") is required to be submitted. The
15 SWPPP shall contain details of best management practices, including desilting basins
16 or other temporary drainage or control measures, or both, as may be necessary to
17 control construction-related pollutants which originate from the site as a result of
18 construction related activities. No grading permit will be issued until the SWPPP has
19 been submitted to and accepted by the building official.
- 20 36. For sites where the disturbed area is one acre or more, applicants must file a Notice of
21 Intent (NOI) and a State SWPPP and obtain a Waste Discharge Identification number
22 (WDID No.). Both the NOI and the WDID No. must be stated on the first sheet of the
23 plans.
- 24 37. Prior to the submittal of an application for approval of new construction or
25 redevelopment by the Planning Department and/or the Building and Safety Department
26 the applicant shall submit an **LID** plan to the City Engineer and/or Building Official. No
27 building permit shall be issued until an **LID** implementation plan has been approved by
28 the City Engineer and/or Building Official.
38. All State of California disability access regulations for accessibility and adaptability shall be complied with.
39. Approval is required from the Los Angeles County Health Department for public spas, wading pools, and swimming pools.
40. If not already existing, a grease interceptor or grease traps shall be installed in accordance with the current Plumbing Code.
41. The building permit will not be issued until the property has been surveyed and the boundaries marked by a land surveyor licensed by the State of California.
42. Foundation inspection will not be made until setback on the side of each proposed building along the property line has been surveyed and the location of the footings has

1 been determined to be in accordance with the approved plans by a land surveyor
2 licensed by the State of California. THIS NOTE IS TO BE PLACED ON THE
3 FOUNDATION PLAN IN A PROMINENT LOCATION.

4 43. Electrical plan check is required.

5 44. Energy calculations are required.

6 45. Mechanical plan check is required.

7 46. Plumbing plan check is required.

8 47. Plumbing fixtures shall be provided as required by the Chapter 4 of the California
9 Plumbing Code. Additional fixtures may be required if not in compliance.

10 48. Project shall comply with the CalGreen Non Residential mandatory requirements.

11 49. Demolition permit is required for any existing buildings which are to be demolished.

12 50. All fire sprinkler hangers must be designed and their location approved by an engineer
13 or an architect. Calculations must be provided indicating that the hangers are designed
14 to carry the tributary weight of the water filled pipe plus a 250 pound point load. A plan
15 indication this information must be stamped by the engineer or the architect and
16 submitted for approval prior to issuance of the building permit.

17 51. Separate permit is required for Fire Sprinklers.

18 52. City records indicate the proposed site is a combination of lots under common
19 ownership. A parcel merger by document shall be obtained or a parcel/tract map shall
20 be processed **prior** to issuance of the building permit.

21 **Engineering Department**

22 53. Prior to issuance of grading, building or other permits as appropriate, the applicant shall
23 pay all necessary fees to the City.

24 54. If a new sewer line/connection is installed, a fee will be required in addition to the fees
25 paid to the County of Los Angeles Sanitation District, and shall be paid prior to building
26 permit issuance.

27 55. A separate public works permit and payment of fee is required for all work in the public
28 right-of-way.

29 56. Separate plans for improvements within the public right-of-way are not required.
30 However, prior to issuance of a building and/or grading permit, all necessary
31 improvements within the public right-of-way shall be shown on building or grading plans
32 in accordance with established City standards or as directed by the City Engineer
33 and/or his/her designee.

57. All improvements are to be designed, installed and completed at the sole expense of the applicant/developer/property owner.
58. The applicant/developer/property owner shall design and construct the improvements to the satisfaction and approval of the City Engineer or his/her designee.
59. All work shall be done in accordance with Standard Plans for Public Works Construction (SPPWC), and/or as directed by the City Engineer or his/her designee.
60. Project shall meet all requirements of the National Pollutant Discharge Elimination System (NPDES) related to pollutants; runoff and non-stormwater discharges including but not limited to Low Impact Development, Stormwater Pollution Prevention Plan, and/or Erosion Control Plans.
61. All existing damaged or off-grade curb, gutter and sidewalk shall be removed and replaced as directed by the City Engineer or his/her designee.
62. Any existing improvements damaged or made off-grade during construction, shall be removed and replaced in accordance with appropriate standards, and as directed by the City Engineer or his/her designee.
63. Bench Marks, Center Line Ties, and any other Survey Monumentation, shall be established and/or replaced accordingly at the completion of the project.
64. New trees shall be one of the approved types by the City for trees in public right-of-way, or as directed by the City Engineer or his/her designee. Trees shall be installed in the parkway with a low drip irrigation system. Root barriers shall be installed. A 48"x48" street tree cover shall be installed where required by the City Engineer or his/her designee.
65. When required, existing street pavement shall be rehabilitated along the length of the property frontage to the centerline of the street as indicated below, and as directed by the City Engineer or his/her designee:
- Install Type II slurry on existing AC pavement; or
Grind existing pavement to a depth of 2" and overlay new AC; or
Remove and reconstruct existing pavement. New street section to match existing adjacent street section, but shall not be less than 4" AC, 4" CAB on 95% compacted base; or
Pay in-lieu fee for the required rehab to the City. City will use the in-lieu fees in the future for street rehabilitations as necessary.
66. All new driveways shall be according to SPPWC Standard Plan 110-2, Type B or C with the minimum width established by Planning and/or Los Angeles County Fire Department.
67. All existing noncomplying driveway aprons shall be constructed in accordance with applicable SPPWC standards.

68. Top of driveway apron X shall be 5 feet minimum from any trees, power poles, traffic signal controllers, electric services or similar improvements in the public right of way.
69. When required, all existing driveways aprons to be closed shall be removed and replaced with necessary improvements (parkway, landscape, sidewalk, curb and gutter, any others as applicable) to match required adjacent sections, and as directed by the City Engineer or his/her designee.
70. All existing and proposed utilities shall be conveyed to the site underground.
71. New street lights shall match existing street light standards in the street block, and as directed by the City Engineer or his/her designee.

Laura Avenue

72. Construct new commercial driveway approach in accordance with SPPWC Standard Plan 110-2, and as directed by the City Engineer or his/her designee.
73. Close all existing driveway aprons not to be used and install necessary improvements (parkway, sidewalk, curb and gutter, and any others as applicable) to match required adjacent sections, and as directed by the City Engineer or his/her designee.
74. Remove and replace broken and lifted concrete sidewalk along the length of the property frontage in accordance with SPPWC Standard Plan 113-2, to meet ADA requirements and as directed by the City Engineer and/or his/her designee.
75. Remove and replace curb and gutter long the length of the property frontage, beginning at the catch basin, in accordance with SPPWC Standard Plan 120-2, and as directed by the City Engineer or his/her designee. Plan and profile shall be submitted for review and approval.
76. All existing Catch Basins shall be properly protected.
77. Rehabilitate existing AC street pavement along the length of the property frontage to the centerline of the street as directed by the City Engineer or his/her designee. Cold mill existing pavement by 3" and overlay with 3" Asphalt Pavement. Protect Local Depression at the catch basin.
78. Underground all services to the property.
79. All USA markings shall be removed at the end of the project.

Alameda Street

80. No driveways shall be constructed along Alameda Street.
81. Close all existing driveway aprons not proposed to be used.
82. Remove and replace broken and off grade sidewalk and construct new sidewalk.

1 83. Remove and replace broken and off grade curb and gutter.

2 84. Existing ADA ramp at the corner return shall be reconstructed per new State Standards.

3 85. Underground all services to the property.

4
5 **SECTION 6:** This resolution shall not become effective until 15 days after the date
6 of decision rendered by the Planning Commission, unless within that period of time it is
7 appealed to the City Council. The decision of the Planning Commission shall be stayed
8 until final determination of the appeal has been effected by the City Council.

9 **SECTION 7:** The Secretary of the Planning Commission shall certify to the adoption
10 of this resolution and a copy thereof shall be filed with the City Clerk.

11
12 **PASSED, APPROVED, AND ADOPTED this 19th day of August, 2015 by the**
13 **following vote:**

14 AYES:

15 NOES:

16 ABSENT:

17
18 HUNTINGTON PARK PLANNING COMMISSION

19
20
21 _____
22 Eddie Carvajal, Chairperson

23 ATTEST:

24
25
26 _____
27 Carlos Luis, Secretary

ORDINANCE NO. 942-NS

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK, CALIFORNIA AMENDING TITLE 9, CHAPTER 4, ARTICLE 3 OF THE HUNTINGTON PARK MUNICIPAL CODE RELATING TO ALLOWED LAND USES AND THE APPROVAL OF A CONDITIONAL USE PERMIT, DEVELOPMENT PERMIT, PARCEL MERGER, AND ADOPTION OF A CATEGORICAL EXEMPTION.

WHEREAS, the City's Manufacturing Planned Development (MPD) zoning regulations are found within Title 9, Chapter 4, Article 3 of the Huntington Park Municipal Code; and

WHEREAS, the City Council of the City of Huntington Park wishes to amend the current MPD allowed uses; and

WHEREAS, the City Council of the City of Huntington Park desires to adopt revised MPD allowed uses; and

WHEREAS, the City Council of the City of Huntington Park wishes and desires to approve a Conditional Use Permit, Development Permit, Parcel Merger, and adoption of a categorical exemption to expand an existing commercial building to establish a medical facility located at 1900 Slauson Avenue, within the Manufacturing Planned Development (MPD) Zone ; and

WHEREAS, this Ordinance will not adversely affect property values and will not be detrimental to the City; and

WHEREAS, the City Council has determined that it is in the interest of the City to amend the current MPD allowed uses within Title 9, Chapter 4, Article 3 of the Huntington Park Municipal Code; and

WHEREAS, on August 19, 2015, following proper notice and public hearing, the City's Planning Commission adopted Resolution No. 2015-06 recommending to the City Council the adoption of an Ordinance amending Title 9, Chapter 4, Article 3 of the Huntington Park Municipal Code pertaining to the MPD allowed uses; and

WHEREAS, the City Council has considered evidence presented by the Planning Commission and City Staff at a duly noticed public hearing held on August 19, 2015.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DOES HEREBY ORDAIN AS FOLLOWS:

SECTION 1: Title 9, Chapter 4, Article 3 of the Huntington Park Municipal Code is hereby amended to read as follows:

Article 3. MPD (Industrial/Manufacturing Planned Development) Zone

9-4.302 Allowed uses.

Any use designated as “Permitted” by the following list shall comply with the provisions of this Code. Any permitted use which will occupy an existing structure (with no structural alteration/enlargement) shall comply with the operational standards contained in this Article as well as Article III (General Regulations). Additionally, any permitted use which will occupy an existing structure that is to be altered, enlarged, or requires construction of a new structure(s) shall require the approval of a Development Permit in compliance with Chapter 2, Article 10.

The following list of Allowed Land Uses, Table IV-8, establishes the primary land uses in the MPD zoning district which are Permitted (P) or subject to a Development Permit (D) or a Conditional Use Permit (C). In accordance with Section 9-1.106, uses that are not listed shall be expressly prohibited, unless the Director determines the use to be similar in nature and class to other uses listed.

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

“Light industrial/manufacturing” means activities which, by virtue of size, intensity, number of employees or the nature of the operation, would not likely create significant impacts by reason of dust, glare, heat, noise, noxious gases, odor, smoke, traffic, vibration or other impacts, or hazardous by way of materials, process, product or wastes and only when conducted within an enclosed structure(s) (with only passive outdoor screened storage areas allowed).

“Heavy industrial/manufacturing” means activities which, by virtue of size, intensity, number of employees or the nature of the operation, have the potential to create significant impacts by reason of dust, glare, heat, noise, noxious gases, odor, smoke, traffic, vibration or other impacts, or hazardous by way of materials, process, product or wastes and when conducted within/outside of an enclosed structure(s) (with active/passive out-door screened storage areas allowed).

TABLE IV-8

ALLOWED LAND USES

P = Permitted; D = Development Permit; C = Conditional Use Permit

| LAND USE ACTIVITY | MPD | NOTES |
|----------------------------------|-----|--|
| Manufacturing: | | |
| Light manufacturing and assembly | P | Includes “light industrial/manufacturing uses” not otherwise listed in this table such as, jewelry, toys, clocks, musical instruments, optical goods (non-hazardous items) |

| | | |
|---|----|--|
| Heavy manufacturing and assembly | C* | Includes “heavy industrial/manufacturing uses not otherwise listed in this table such as uses involving potentially toxic, hazardous and flammable items |
| Aluminum, sheet metal, steel, iron | C* | Includes foundries |
| Appliances and electronics (assembly only) | P | Includes electrical and related parts, appliances, devices, engines, motors, televisions, radios, computers |
| Appliances and electronics (manufacturing only) | C* | Includes electrical and related parts, appliances, devices, engines, motors, televisions, radios, computers |
| Clothing, shoes, textiles, leather | P | Includes garments, drapery, bedding, awnings, rope, baskets, linens and similar products |
| Ceramics and stone | C | Includes pottery, statuary, granite, tile, marble-cutting, edging and finishing |
| Concrete | C* | Includes blocks, brick, gravel, rock, cement products |
| Cosmetics and pharmaceutical | C | |
| Furniture (manufacturing only) | C* | Includes home furnishing, cabinetry and furniture restoration |
| Glass | P | Includes cutting, blowing, beveling, edging and silvering |
| Ink and paint | C | Includes polish, putty, enamel lacquer, polyurethane, ethylene glycol |
| Instruments | P | Includes electronic, musical, medical and dental tools, precision, measuring and scientific equipment |
| Machinery | C* | |
| Pallet manufacturing and storage | C* | No outdoor storage or stacking of pallets or associated materials |
| Petroleum | C* | Includes petroleum based cleaning products, tar, asphalt. Oil refining not allowed. |
| Plastic | C* | Includes fiberglass, cellophane and cellulose |
| Rubber processing | P* | Raw rubber melting not allowed |
| Signs | P | Includes neon signs |

| | | |
|---|----|---|
| | | |
| Food and Beverage Processing: | | |
| Bakery (manufacturing and distributing) | P | |
| Brewery | C | |
| Candy, confectioneries, ice cream manufacturing and distributing | P | |
| Dairy products manufacturing and distribution | C | |
| Fruit and vegetable juices and soft drink manufacturing and distributing | P | |
| Fruit and vegetable cleaning, canning, packing, processing and distributing | P | |
| Meat processing and distributing | C* | Includes meat, poultry and seafood. Slaughtering not allowed. |
| All other food processing and distributing | P | |
| | | |
| Sales, Services and Repairs: | | |
| Appliance and electronic repairs and service | P | Includes jewelry, clocks and other household goods repairs |
| Animal/pet sales | P | Includes grooming, feed and supplies |
| Animal hospitals | C | Includes veterinary clinics |
| Animal kennels | C* | For domestic animals only |
| Auction sales | C* | |
| Carpet and rug cleaning | P* | |
| Catering services | C | Includes commercial kitchens and commissaries |
| Convenience stores | D | Alcohol sales require a Conditional Use Permit in compliance with Table IV-7. |
| Dyeing | C* | |
| Laundry and dry cleaning plants | P* | Includes linen, towels, uniforms cleaning |
| Linen and towel supply | P* | Includes wholesale and mobile service |
| Machine shops | P* | Includes tool repairs |
| | | |
| Multiple tenant merchandise marts | C* | Includes indoor or outdoor swap meets |
| Packaging and parcel service | P* | Includes delivery service |
| Pest control operators and service | P* | Includes fumigation services |
| Pool maintenance services | C* | Includes on-site storage of tanks containing pool chemicals |
| Printing and publishing | P | Includes photographic and |

| | | |
|--|----|--|
| | | reproduction activities; book binding, engraving, and lithographing |
| Refrigeration repairs and services | P | |
| Restaurants and cafes (less than 4,000 square feet) | P | Drive-thrus not allowed. Alcohol sales require a Conditional Use Permit in compliance with Table IV-7. |
| Restaurants and cafes (greater than 4,000 square feet) | D | Drive-thrus not allowed. Alcohol sales require a Conditional Use Permit in compliance with Table IV-7. |
| Retail sales and service | P | Only as incidental activity to a principally permitted use. Subject to the regulations set forth in HPMC Section 9-4.303(A). |
| Upholstery shops | P | |
| Wholesale outlets and businesses | P | |
| | | |
| Vehicle-Related: | | |
| Sale or rental of automobiles, boats, motorcycles, recreation vehicles, trucks, trailers and other mechanical equipment or any combination thereof and repairs when the repairs are incidental to the sales and/or rentals | C | |
| Sale of new and used vehicle parts and other mechanical parts | P | |
| Car wash, self serve or full service including detailing | C | |
| Parking lots and parking structures | D* | |
| Vehicle audio and alarm sales and installation | P | Installations must be conducted within an enclosed structure |
| Vehicle muffler, radiator and other similar repairs | C | |
| Vehicle painting and body repair | C | |
| Vehicle service stations | C | Includes fuel stations and repair centers |
| Vehicle testing and diagnostics only | P | |
| Vehicle tow/impound yards | C* | |
| Vehicle upholstery | C | |
| Vehicle wheel and tire sales and installation | C | |
| | | |
| Warehouse, Storage and Distribution: | | |
| Cold storage facilities | C* | |
| Freight/truck terminals | C* | |

| | | |
|---|----------|---|
| Self-storage, mini-storage | C* | Includes recreational vehicle storage. Subject to the regulations set forth in HPMC Section 9-4.303(D). |
| Storage yards | C* | Includes building materials, contractor's storage yards, fleet storage, lumber yards, machinery rental, trucking yards, transit storage, road equipment, and portable restrooms |
| Warehousing | P* | General warehousing. Flammable, chemical, or other hazardous material storage requires Fire Department approval. |
| | | |
| Other Uses: | | |
| Ambulance station | C* | |
| Adult businesses | C | Only permitted in the Special Use Overlay Zone and subject to the regulations set forth in HPMC Sections 5-20 and 9-4.303(C). |
| Audio and video recording studios | P | |
| Bus/commuter/rail facilities | D* | |
| Communication equipment buildings | P | |
| Day care facilities | C* | |
| Emergency shelters (up to thirty (30) beds) | P* | Subject to the regulations set forth in HPMC Section 9-3.2002. |
| Emergency shelters (more than thirty (30) beds) | C* | Subject to the regulations set forth in HPMC Section 9-3.2002. |
| Gymnasiums and health clubs | P | |
| Hospitals | C | Includes industrial medical facilities |
| Industrial Business Parks | D | Subject to the regulations set forth in HPMC Section 9-4.303(E). |
| Laboratories | P | Includes medical, research and product testing |
| Medical Offices | C | Includes offices for medical doctors, dentists, and optometrists. |
| Mortuaries | C* | |
| Office, business and professional | P | Only in conjunction with the primary industrial use. |

| | | |
|---|----|---|
| Plant nurseries | P* | |
| Public utility facilities | P* | |
| Recycling facilities (Reverse Vending Machines) | D* | Up to 5 reverse vending machines. Subject to the regulations set forth in HPMC Section 9-3.1002(2)(A). |
| Recycling facilities (Small Collection) | D* | Subject to the regulations set forth in HPMC Section 9-3.1002(2)(B). |
| Recycling facilities (Large Collection) | C* | Subject to the regulations set forth in HPMC Section 9-3.1002(2)(C). |
| Recycling facilities (Light Processing) | C* | Subject to the regulations set forth in HPMC Section 9-3.1002(2)(D). |
| Recycling facilities (Heavy Processing) | C* | Subject to the regulations set forth in HPMC Section 9-3.1002(2)(D). |
| Sports and recreational facilities | C | |
| Trade, technical and vocational schools | C* | |
| Wireless communications facilities | C | Includes sites, antennas and monopoles. Subject to the regulations set forth in HPMC Section 9-3.103(2)(D). |

* Land use activity not allowed on properties fronting the westerly side of Alameda Street between Slauson Avenue and Gage Avenue.

SECTION 2: Pursuant to the California Environmental Quality Act (CEQA), it has been determined that adoption and implementation of the proposed Ordinance is exempt from environmental review, as it meets the following criteria for a Categorical exemption under CEQA guidelines (Class 32 –Infill Development):

A. CEQA Guidelines Section 15332(a). The project is consistent with the applicable general plan designation and all applicable general plan policies as well as with applicable zoning designation and regulations.

B. CEQA Guidelines Section 15332(b). The proposed development occurs within city limits on a project site of no more than five acres substantially surrounded by urban uses.

C. CEQA Guidelines Section 15332(c). The project site has no value, as habitat for endangered, rare or threatened species.

D. CEQA Guidelines Section 15332(d). Approval of the project would not result in any

significant effects relating to: (1) traffic, (2) noise, (3) air quality, or (4) water quality.

E. CEQA Guidelines Section 15332(e). The site can be adequately served by all required utilities and public services.

SECTION 3: Any provisions of the Huntington Park Municipal Code or appendices thereto inconsistent with the provisions of this Ordinance are hereby repealed or modified to the extent necessary to affect the provisions of the Ordinance.

SECTION 4: If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is for any reason held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance. The City Council of the City of Huntington Park hereby declares that it would have adopted this Ordinance and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, phrases or portions may be declared invalid or unconstitutional.

SECTION 5: The City Council hereby incorporates by reference herein and adopts all of the findings and conclusions contained within the Planning Commission Resolution No. 2015-06.

SECTION 6: This Ordinance shall take effect thirty 30 days after its final passage by the City Council.

SECTION 7: The City Clerk shall certify to the passage of this Ordinance and shall cause the same to be published in the manner prescribed by law.

PASSED, APPROVED AND ADOPTED this ____ day of _____, 2015.

Karina Macias, Mayor

Donna Schwartz, City Clerk



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

September 21, 2015

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

RESOLUTION APPROPRIATING \$319,000 OF METRO TRANSIT ORIENTED DEVELOPMENT GRANT FUNDS FOR COSTS ASSOCIATED WITH THE CITY'S FOCUSED GENERAL PLAN UPDATE

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2015-35, appropriating \$319,000 of METRO Transit Oriented Development Grant Funds for costs associated with the City's Focused General Plan Update; and
2. Authorize appropriation of \$319,000 for within FY 15-16.

BACKGROUND

On February 20, 2013, the Los Angeles County Metropolitan Transportation Authority ("Metro") awarded the City a Transit Oriented Development ("TOD") Grant in the amount of \$319,000, for the preparation of the Focused General Plan Update. The grant allows the City to update specific elements of the General Plan to encourage the use of non-automotive related travel.

On December 4, 2015, the City released a Request for Proposal to qualified firms to assist the City in preparing the General Plan Update. After careful review of the proposals Tierra West Advisors was selected. Funds have been expended from an appropriation in FY 2014-15. As with all grant funding an appropriation is necessary for each Fiscal Year therefore, the appropriation of the grant funds is needed to authorize the City Manager to expend the grant funds in FY 2015-16.

FISCAL IMPACT/FINANCING

The consultant and other related cost for the General Plan update will be paid 100% from the METRO TOD Grant. The grant guidelines did not require a local match; however the City proposed to contribute a \$50,000 local match in the form of in-kind services. City staff time will be used as in-kind services to complete the grant-funded activities.

RESOLUTION APPROPRIATING \$319,000 OF METRO TRANSIT ORIENTED DEVELOPMENT GRANT FUNDS FOR COSTS ASSOCIATED WITH THE CITY'S FOCUSED GENERAL PLAN UPDATE

September 8, 2015

Page 2 of 2

Associated in-kind services will be tracked to ensure that local match remains within budgetary constraints.

The appropriation of the \$319,000 into the City budget authorizes the City to budget the funds into an appropriate City account and pay the consultant and other related expenses.

CONCLUSION

Upon adoption of the resolution, \$319,000 will be appropriated into City's budget in account no. 222-4010-431.56-41 for costs associated with the City's TOD Focused General Plan update.

Respectfully submitted,



JOHN A. ORNELAS
Interim City Manager



MANUEL ACOSTA
Economic Development Manager

ATTACHMENTS

A: Resolution No. 2015-35, appropriating \$319,000 of METRO Transit Oriented Development Grant Funds for costs associated with the City's Focused General Plan Update

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

WHEREAS, the City of Huntington Park is subject to the Los Angeles County Metropolitan Transportation Authority (“Metro”); and

WHEREAS, the grant allows the City to update specific elements of the General Plan to encourage the use of non-automotive related.

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

Section 1. that the City of Huntington Park establish a General Fund Stormwater Account; and

Section 2. that the City Council is appropriating Three Hundred Nineteen Thousand Dollars (\$319,000.00) to fund the Focused General Plan update for fiscal year 2015-2016; and

Section 3. that the City Manager, or his/her designee is authorized to budget Three Hundred Nineteen Thousand Dollars (\$319,000.00) to Account No. 222-4010-431.56-41.

Section 4. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this 21th day of September 2015.

Karina Macias, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

September 21, 2015

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

RESOLUTION AUTHORIZING THE ACCEPTANCE AND EXECUTION OF A FUNDING AGREEMENT WITH U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE LEAD HAZARD CONTROL (LBPHC) PROGRAM

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2015-39, Authorizing the Acceptance and Execution of a Funding Agreement with HUD to receive a total of \$1,676,997 in grant funds for the Lead Based Paint Hazard Control Program (LBPHCP);
2. Authorize the Interim City Manager to execute all documents required for the participation of the program; and
3. Authorize the Interim Finance Director to appropriate \$558,999 of the total grant funds in the City's FY 2015-2016 Budget;

BACKGROUND

On August 27, 2015, The U.S. Department of Housing and Urban Development Office of Healthy Homes and Lead Hazard Control awarded the City \$1,676,997 in grant funds to implement its Lead Based Paint Hazard Control (LBPHC) Program over a three-year period. Through the program the City will be able to identify and remediate lead-based paint hazards in a total of 90 single and multi-family units occupied by low and very-low income families with children, and educate the community about lead poisoning prevention and healthy homes.

This is the second time the City receives the grant. In January 2010 the City was awarded \$1,570,000 to develop and implement its first LBPHC Program. The City realized significant benefits from this grant and applied for funding again this year.

RESOLUTION AUTHORIZING THE ACCEPTANCE AND EXECUTION OF A FUNDING AGREEMENT WITH U.S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE LEAD HAZARD CONTROL (LHC) PROGRAM

September 21, 2015

Page 2 of 2

Overall, this program improved the lives of over 500 residents in the City including 111 children under six years of age and it is expected that this additional source of funding will continue benefiting the community.

The LBPHC program will provide eligible property owners grants averaging \$14,650 per unit in single-family properties (owner or renter occupied), \$7,750 per unit in multifamily rental properties, and \$4,500 for vacant properties, for an overall average of \$9,031 per unit. Eligible recipients include low-income homeowners with children under age six and/or a pregnant woman in residence and owners of rental properties occupied by low and very-low income tenants with children under age six or rental units that are available for families to occupy. The City will work in partnership with the Los Angeles Community Legal Center (LACLC) and Neighborhood Housing Services of Los Angeles County (NHS), two area community-based organizations dedicated to improving housing conditions for low-and very low-income residents. Both partners will provide outreach workers who will assess and enroll housing units, educate residents, and assist them through many facets of the program.

FISCAL IMPACT/FINANCING

At this time staff recommends approval to appropriate \$558,999 of the total grant amount in the City's FY 2015-16 Budget. The \$1,676,997 grant will cover costs to control lead-based paint and other housing based hazards in eligible housing units and other activities including administration, education and outreach and training over a period of three years. The Community Development Department will be responsible for managing and implementing the program. The table below illustrates the allocation of all costs related the LBPHCP program:

| LEAD HAZARD CONTROL DIRECT COSTS | | | | |
|---|-------------------------------|-------------------|-------------------|-------------------|
| Budget Categories | Total Grant Allocation | FY 2015-16 | FY 2016-17 | FY 2017-18 |
| Personnel (Direct Labor) | \$351,419 | \$117,140 | \$117,140 | \$117,140 |
| Fringe Benefits | \$59,449 | \$19,816 | \$19,816 | \$19,816 |
| Travel | \$11,323 | \$3,774 | \$3,774 | \$3,774 |
| Equipment | \$0 | \$0 | \$0 | \$0 |
| Supplies and Materials | \$6,756 | \$2,252 | \$2,252 | \$2,252 |
| Consultants | \$10,800 | \$3,600 | \$3,600 | \$3,600 |
| Contracts and Sub-Grantees | \$928,750 | \$309,583 | \$309,583 | \$309,583 |
| Construction | \$0 | \$0 | \$0 | \$0 |
| Other Direct Costs | \$125,510 | \$41,837 | \$41,837 | \$41,837 |
| Indirect Costs | \$0 | \$0 | \$0 | \$0 |
| TOTAL LHC DIRECT COSTS | \$1,494,007 | \$498,002 | \$498,002 | \$498,002 |
| Healthy Homes Supplemental Request | \$182,990 | \$60,997 | \$60,997 | \$60,997 |
| GRAND TOTAL DIRECT COSTS | \$1,676,997 | \$558,999 | \$558,999 | \$558,999 |

RESOLUTION AUTHORIZING THE ACCEPTANCE AND EXECUTION OF A FUNDING AGREEMENT WITH U.S DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE LEAD HAZARD CONTROL (LHC) PROGRAM

September 21, 2015

Page 3 of 2

The City and its partners, LACLC and NHS, will provide in-kind and cash match contributions of approximately \$191,395 or 12.4% (\$63,798/year) of the lead hazard control request. The City's in-kind match will be from staff resources (personnel and fringe benefits) to assist with the implementation, achievement of program objectives, and final closeout of the LBPHC program.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The purpose of the program is to reduce health and safety hazards in homes through evaluation and control work done in conjunction with lead hazard control activities. Families residing in enrolled units will be required to get a blood-lead level test performed on their children under age 6 and be referred for case management if their level is elevated. The intention of these efforts is to increase the local availability of affordable housing that is safe from environmental hazards, to enhance the local capacity to address these housing-based threats to public health, and to focus these efforts especially on protecting young children.

CONCLUSION

Upon City Council adoption of the attached resolution, the City Manager will execute the grant agreement and all necessary documents to receive the grant funds.

Respectfully submitted,



JOHN A. ORNELAS
Interim City Manager



MANUEL ACOSTA
Economic Development Manager

ATTACHMENT

- A. Resolution No. 2015-39, Authorizing the Acceptance and Execution of a Funding Agreement with U.S Department of Housing and Urban Development for the Lead Hazard Control (LHC) Program

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
84

- 2
- 3
- 4
- 5

7
8
910
1
12
1

14

1

- 17
18
19
20
21
22
23
24
25

**NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK,
HEREBY FINDS, DETERMINES, RESOLVES AS FOLLOWS:**

SECTION 1. The City Council adopts the above recitals as its findings.

SECTION 2. The City Council authorizes the City Manager or his/her designee to execute in the name of the City, the Funding Agreement, and all other documents required by HUD for participation in the LBPHC program, and to execute any amendments thereto.

SECTION 3. The City Council further authorizes the City Manager or his/her designee to negotiate grant terms, execute, modify, amend and extend agreements, allocate revenue, make expenditures, and take all other actions with respect to the LBPHC program.

SECTION 4. The City Clerk shall certify to the adoption of this Resolution, which shall be effective upon its adoption.

PASSED AND ADOPTED this 21st day of September, 2015.

Karina Macias, Mayor

ATTEST:

Donna Schwartz, CMC
City Clerk



CITY OF HUNTINGTON PARK

Community Development Department
City Council Agenda Report

September 21, 2015

Honorable Chair and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

RESOLUTION APPROVING A LOAN AGREEMENT BETWEEN THE CITY OF HUNTINGTON PARK AND THE SUCCESSOR AGENCY IN AN AMOUNT NOT TO EXCEED \$1,234,000, WHICH INCLUDES AN \$800,000 EXISTING LOAN FROM DTSC AND \$434,000 GENERAL FUND FOR COSTS ASSOCIATED TO THE CLEANUP OF THE SOUTHLAND STEEL PROPERTY

IT IS RECOMMENDED THAT THE SUCCESSOR AGENCY BOARD:

1. Adopt Resolution No. 2015-40, Approving a Loan Agreement between the City and Successor Agency in an amount not to exceed \$1,234,000 (\$800,000 DTSC Loan/\$434,000 General Fund) to pay for costs associated with the cleanup of the Southland Steel property;
2. Authorize the Interim City Manager to execute the Agreement in a form approved by legal counsel; and
3. Authorize the Interim Finance Director to transfer from the City's General Fund the amount of \$434,000 to the Successor Agency, as a loan to be used solely for the purposes described herein.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On March 2005, the Community Development Commission purchased a 5-acre property located at 5959-6169 S. Alameda Street for \$5.4 million. The property is considered a Brownfield site with contaminants (i.e. lead, arsenic, cadmium, volatile organic compounds) that must be remediated before development occurs. On August 31, 2006, the Commission entered into a California Land Revitalization Reuse Act ("CLRRRA") Agreement with the Department of Toxic Substances Control ("DTSC"), to oversee environmental clean-up of the property. The agreement requires environmental characterization of the site and the development of a Response Plan (the "Plan"). On October 2, 2014, after a 30-day public review period, the DTSC approved the City's Response Plan ("Plan") for implementation. This Plan outlines a cleanup strategy for the soil, soil vapor and groundwater.

RESOLUTION APPROVING A LOAN AGREEMENT BETWEEN THE CITY OF HUNTINGTON PARK AND THE SUCCESSOR AGENCY IN AN AMOUNT NOT TO EXCEED \$1,234,000 FOR COSTS ASSOCIATED TO THE CLEANUP OF THE SOUTHLAND STEEL PROPERTY

September 21, 2015

Page 2 of 5

As a result of the dissolution of redevelopment in January 2012, the Southland Steel Property was transferred to the Successor Agency ("Agency") of the City of Huntington Park and required to be sold. This dissolution process required the development of a Long Range Property Management Plan ("LRPMP") for the sale of all Successor Agency properties. This plan was approved by the State Department of Finance ("DOF") in August 29, 2013. The Agency identified a single interested buyer for the Southland Steel property, Alexander Imports. However, before completing the sale, the Agency must first remediate the property in accordance with the Response Plan approved by the DTSC.

The Agency and Oversight Boards approved that the sale proceeds from the property be used towards cleanup expenses. However, these funds will not be available until such time the sale of the property is complete. In the meantime, the Successor Agency will not have sufficient funds to cover all costs. It is therefore determined that it would be necessary for the City to advance the funds through a Loan Agreement in order to complete cleanup as required under the CLRRRA Agreement with the DTSC. It is expected that the loan will be paid upon sale of the property thorough RPTTF funds or proceeds from the sale, whichever funds become available first. The total loan is for an amount not to exceed \$1,234,000, of which \$800,000 will be paid from a loan received by the City from the DTSC to clean up the site, and it is recommended that the remaining \$434,000 be advanced by the City, which will be immediately reimbursed upon the sale of the property.

Approvals for Property Remediation

In 2009, the City received \$200,000 in grant funds from the Environmental Protection Agency (EPA) to clean up the Southland Steel property. Subsequently, on March 3, 2014, the City Council authorized staff to apply for \$1,000,000 in additional funding (\$800,000 loan/ \$200,000 grant) under the California Brownfield Revolving Loan Fund Program administered by the DTSC.

As part of the cleanup plan, the Agency retained an environmental consulting firm, Geosyntec Consultants, and awarded a public works contract to Innovative Construction Solutions to implement remediation at the site. Additionally, on November, 12, 2014, and January 7, 2015, the Agency and Oversight Boards adopted two resolutions in connection to the disposition and remediation of the property:

1. Memorandum of Understanding with Alexander Imports for the disposition and environmental soil cleanup of the property
2. Creation of an escrow account for groundwater cleanup expenses incurred by the DTSC

RESOLUTION APPROVING A LOAN AGREEMENT BETWEEN THE CITY OF HUNTINGTON PARK AND THE SUCCESSOR AGENCY IN AN AMOUNT NOT TO EXCEED \$1,234,000 FOR COSTS ASSOCIATED TO THE CLEANUP OF THE SOUTHLAND STEEL PROPERTY

September 21, 2015

Page 3 of 5

These resolutions were subsequently approved by the DOF on December 5, 2014, and January 29, 2015, respectively.

FISCAL IMPACT/FINANCING

The total cost to complete soil remediation is \$1,634,000. A total \$1,200,000 will be paid with loan and grant funds the City received from DTSC and EPA. These funds have been allocated in the City's Budget for FY 15-16 in the following accounts:

245-5098-463.56-41 - \$200,000 EPA Grant
249-5098-463.56-41 - \$800,000 DTSC Loan
250-5098-463.56-41 - \$200,000 DTSC Grant

Staff is requesting that the City approves a loan in an amount of \$1,234,000 to the Agency. The loan amount includes the \$800,000 loan the City received from the DTSC to clean up the site. Staff requests that the balance of \$434,000 be covered by general fund to cover all costs for soil remediation. The impact to making a loan further reduces the City's General Fund balance.

The \$1,234,000 loan will be repaid by the Successor Agency upon the sale of the land with RPTTF monies or proceeds from the sale of the property. It is expected that the sale of the property will be completed by the end of the fiscal year. Assuming that the \$434,000 in general fund monies are approved, staff requests that the funds be appropriated in the City's Budget for FY 2015-16.

The following charts illustrate the sources and uses of the funds for soil remediation:

| |
|-------------------------|
| SOURCES OF FUNDS |
|-------------------------|

Federal Sources

| | | |
|------------------------------|-----------|------------------|
| DTSC Loan ¹ | \$ | 800,000 |
| DTSC Grant | | 200,000 |
| EPA Grant | | 200,000 |
| Total Federal Sources | \$ | 1,200,000 |

City Funds

434,000

Total Sources

1,634,000

Notes:

DTSC Loan- 3.25% interest, payable on maturity date of 8/24/2019, or upon sale of property.

City Loan to be reimbursed from sale proceeds of property.

RESOLUTION APPROVING A LOAN AGREEMENT BETWEEN THE CITY OF HUNTINGTON PARK AND THE SUCCESSOR AGENCY IN AN AMOUNT NOT TO EXCEED \$1,234,000 FOR COSTS ASSOCIATED TO THE CLEANUP OF THE SOUTHLAND STEEL PROPERTY

September 21, 2015

Page 4 of 5

| USES OF FUNDS | | |
|--------------------------------|-----------|------------------|
| Cleanup Costs | | |
| Soil/Soil Vapor VOCs | | |
| Remediation (ICS) | \$ | 871,000 |
| Construction Mngmt (Geosyntec) | | 375,000 |
| Lab test fees | | 150,000 |
| Davis-Bacon monitoring | | 25,000 |
| | Subtotal | 1,421,000 |
| Contingency 15% | | 213,000 |
| Total Soil Cleanup | \$ | 1,634,000 |

It is important to note that the costs for environmental remediation have been approved by the Agency and Oversight Boards and DOF under the ROPS 15-16A.

Groundwater Cleanup:

In addition to soil cleanup costs there are other cost associated with remediation of groundwater contaminants. The DTSC and the Agency have mutually agreed to make a contribution payment equal to \$1,357,000 to cover the property's share of the projected water clean-up costs, and include a reserve contingency of \$500,000. These expenses will be paid at closing through proceeds from the sale and an additional payment from the buyer in an amount of \$700,000.

The attached table (Attachment B) illustrates all costs for environmental remediation and funding sources. It is important to note that all these costs have been previously approved by the Agency, Oversight Board, and DOF under the ROPS 15-16A, items 41, 42 and 43.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The redevelopment dissolution law provides authorization for the City to loan funds to the Successor Agency to pay for administrative costs, enforceable obligations, or project-related expenses of the Successor Agency associated with the disposition of property pursuant to the LRPMP, at the discretion of the City, and that the repayment by the Successor Agency of such a loan from the City shall be reflected on the recognized obligation payment schedule of the Successor Agency, which is subject to the approval of the Oversight Board for the Successor Agency.

**RESOLUTION APPROVING A LOAN AGREEMENT BETWEEN THE CITY OF
HUNTINGTON PARK AND THE SUCCESSOR AGENCY IN AN AMOUNT NOT TO
EXCEED \$1,234,000 FOR COSTS ASSOCIATED TO THE CLEANUP OF THE
SOUTHLAND STEEL PROPERTY**

September 21, 2015

Page 5 of 5

CONCLUSION

Upon approval by Successor Agency and Oversight Board, the Loan Agreement will be forwarded to the DOF.

Respectfully submitted,



JOHN A. ORNELAS

Interim City Manager/Executive Director to the Successor Agency



MANUEL ACOSTA

Economic Development Manager

Attachments

A: Resolution No. 2015-40, Approving a Loan Agreement between the City and Successor Agency in an amount not to exceed \$1,234,000 (\$800,000 DTSC Loan/\$434,000 General Fund) to pay for costs associated with the cleanup of the Southland Steel property

B: Southland Steel Project Budget

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK APPROVING A LOAN AGREEMENT FOR AN AMOUNT OF \$1,234,000 (\$800,000 DTSC LOAN AND \$434,000 GENERAL FUND) BETWEEN THE CITY OF HUNTINGTON PARK AND THE SUCCESSOR AGENCY TO THE FORMER COMMUNITY DEVELOPMENT COMMISSION OF THE CITY OF HUNTINGTON PARK (SUCCESSOR AGENCY LOAN AGREEMENT NO. 15-16B:1)

WHEREAS, the Huntington Park City Council (the “City Council”) authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to state law; and

WHEREAS, the former Huntington Park Community Redevelopment Agency, acting by and through the Community Development Commission of the City of Huntington Park, undertook the redevelopment of certain areas of the City in reliance upon the provisions of state law and the former Community Redevelopment Agency of the City of Huntington Park entered into certain contracts, expended public funds, incurred indebtedness and assumed certain obligations and liabilities with third parties in reliance upon applicable State and federal law in order to eliminate and prevent the spread of blight and to enhance and preserve the supply of affordable housing within the City; and

WHEREAS, the State of California (the “State”) has ordered the former Huntington Park Community Redevelopment Agency to be dissolved under the provisions of ABX1 26 (Stats 2011-12, 1st Ex. Sess., Chapter 5), as amended by AB 1484 (Stats 2012, Chapter 26), and collectively the State legislation identified in this sentence is referred to herein as the “State Redevelopment Dissolution Law”; and

WHEREAS, the City as Successor Agency to the former Huntington Park Community Redevelopment Agency (the “Successor Agency”) has initiated the implementation of the State Redevelopment Dissolution Law including the repayment of existing obligations, the marshaling of cash assets, non-cash assets and liabilities and the preparation of land assets for disposition and sale to third parties in accordance with a Long Range Property Management Plan (“LRPMP”), as approved by the State Department of Finance (“State DOF”); and

WHEREAS, one of the properties identified in the LRPMP and designated for sale to a third party was acquired by the former redevelopment agency in 2005 and is referred to in in the LRPMP as the “Southland Steel Property” (5959-6161 Alameda Street, Huntington Park, California); and

1 **WHEREAS**, the Southland Steel Property is burdened by the presence of certain
2 chemicals of concern and metals in the soil which exceed regional screening levels; and

3 **WHEREAS**, in 2006 the former Huntington Park Redevelopment Agency entered
4 into an agreement with the State Department of Toxic Substance Control ("State
5 DTSC") under the California Land Reuse and Revitalization Act ("CLRRA") for the
6 removal of shallow surface soils at the Southland Steel Property and a Site
7 Characterization Report, dated July 20, 2011 was prepared by the former
8 redevelopment agency for the Southland Property and submitted to State DTSC, and
9 based upon the information set forth in the Site Characterization Report a remedial
10 action work plan for the Southland Steel Property was approved by State DTSC in July
11 2012, and based upon further discussion of the Successor Agency with State DTSC, a
Response Plan, dated July 21, 2014 was prepared by the Successor Agency to address
the remedy of all site media issues present at the Southland Steel Property including
adverse shallow soil contamination, soil vapor and the groundwater conditions which
burden the Southland Street Property; and

12 **WHEREAS**, the Successor Agency has retained the professional environmental
13 engineering services of Geosyntec under a contract dated June 2, 2014, as amended
14 (the "Geosyntec Contract") to prepare plans and specifications for the performance of
15 the work described in the Response Plan and the Successor Agency has awarded a
public works contract to ICI, dated April 8, 2015 (the "ICS Contract") to perform the work
of environmental clean-up and remediation on the Southland Steel Property; and

16 **WHEREAS**, the Oversight Board to the Successor Agency to the former
17 Community Development Commission of the City of Huntington Park (the "Oversight
18 Board") has adopted its Resolution No. OSB 2014-10, dated November 12, 2015
entitled:

19 **"RESOLUTION OF THE OVERSIGHT BOARD TO THE CITY OF**
20 **HUNTINGTON PARK AS SUCCESSOR AGENCY FOR THE FORMER**
21 **HUNTINGTON PARK COMMUNITY DEVELOPMENT COMMISSION**
22 **APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE**
23 **HUNTINGTON PARK SUCCESSOR AGENCY [AND] ALEXANDER IMPORTS**
24 **REGARDING THE POTENTIAL DISPOSITION OF SUCCESSOR AGENCY**
25 **LAND AND ENVIRONMENTAL SOIL CLEAN-UP TO BE CONDUCTED AT**
26 **THE PROPERTY LOCATED AT 5959-6161 ALAMEDA AVENUE,**
27 **HUNTINGTON PARK (SOUTHLAND STEEL PROPERTY)"; and**
28

1 **WHEREAS**, the Oversight Board to the Successor Agency has approved ROPS
2 15-16A which includes the following items as enforceable obligations of the Successor
3 Agency as relate to the costs payable for the environmental remediation of the
4 Southland Steel Property:

5 ROPS 15-16A Line Item 41 (Soil Clean-up): \$2,079,000
6 ROPS 15-16A Line Item 42 (Groundwater): \$1,357,000
7 ROPS 15-16A Line Item 43 (DTSC Escrow Contingency): \$500,000; and

8 **WHEREAS**, the Successor Agency and Nick Alexander Imports (“Alexander
9 Imports”), a California corporation, intend to finalize negotiations for their mutual
10 approval of a purchase and sale agreement for the disposition of the Southland Steel
11 Property under the Memorandum of Understanding (the “MOU”) as authorized under
12 Oversight Board Resolution No. OSB 2014-10; and

13 **WHEREAS**, the MOU serves as the basis for finalization of such a definitive
14 purchase and sale agreement for the disposition of the Southland Steel Property by the
15 Successor Agency to Alexander Imports in accordance with the LRPMP subject to
16 compliance by the Successor Agency with the terms of the CLRRRA Agreement with
17 State DTSC as relates to the environmental clean-up of the soil and remediation of local
18 groundwater conditions on the Southland Steel Property; and

19 **WHEREAS**, additional site investigation work undertaken by the Successor
20 Agency on the Southland Steel Property at the direction of State DTSC in May 2015,
21 now appears to indicate that more shallow soil which is contaminated by various
22 chemicals of concern than was originally estimated may need to be excavated and
23 removed from the Southland Steel Property and transported for off-site disposal at a
24 facility which is licensed to handle certain hazardous wastes; and

25 **WHEREAS**, the Successor Agency has determined that the amount of funds
26 which have been remitted to the Successor Agency from the Redevelopment Property
27 Tax Trust Fund for the former Huntington Park Community Redevelopment Agency, for
28 the period of time prior to the disposition of the Southland Steel Property between July
1, 2015 and December 31, 2015 under ROPS 15-16B, together with the cash and other
immediately available funds which are reasonably estimated to be available to the
Successor Agency or on deposit in the Redevelopment Obligation Retirement Fund of
the Successor Agency on or after July 1, 2015, after deducting all previously scheduled
payments of principal and interest on the bonded indebtedness identified in Huntington
Park ROPS 15-16B, shall not be sufficient to pay the enforceable obligations of the
Successor Agency to ICS and Geosyntec for the performance of clean-up work on the
Southland Steel Property; and

1 **WHEREAS**, the cost estimate for the land, groundwater, and environmental
2 clean-up of the Southland Steel Property dated as of November 6, 2014 and entitled
3 “Cost Estimate Southland Steel Estimate Clean-up Budget,” included as part of
4 Oversight Board Resolution No. 2014-10 and thereafter amended by the updated cost
5 estimate dated as of January 7, 2015 included as part of Oversight Board Resolution
6 No. OSB 2015-1, requires further amendment in light of reasonably increased clean-up
costs for the Southland Steel Property as confirmed by updated forecasts for
remediation provided to the Successor Agency by Geosyntec; and

7 **WHEREAS**, Health and Safety Code Section 34173(h) provides authorization for
8 the City to loan funds to the Successor Agency to pay for administrative costs,
9 enforceable obligations, or project-related expenses of the Successor Agency
10 associated with the disposition of property pursuant to the LRPMP, at the discretion of
11 the City, and that the repayment by the Successor Agency of such a loan from the City
12 shall be reflected on the recognized obligation payment schedule of the Successor
Agency, which is subject to the approval of the Oversight Board for the Successor
Agency; and

13 **WHEREAS**, the City and the Successor Agency have both determined that it is
14 necessary and appropriate to enter into the Loan Agreement, as herein provided below,
15 in order that the Successor Agency may comply with the CLRRRA Agreement and State
16 Redevelopment Dissolution Law and pay for certain additional environmental
remediation costs under the ICS Contract and under the Geosyntec Contract and
complete the disposition of the Southland Steel Property to Alexander Imports.

17 **NOW THEREFORE BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY**
18 **OF HUNTINGTON PARK, AS FOLLOWS:**

19 **SECTION 1. Recitals.** The recitals set forth above are true and correct and
20 incorporated herein by reference.

21 **SECTION 2. Approval of Loan Agreement.** The City Council hereby approves
22 the Loan Agreement (No. 15-16B:1) in support of the disposition of the Southland Steel
23 Property between the City of Huntington Park and the Successor Agency to the former
24 Huntington Park Community Development Commission, attached to this Resolution as
Exhibit “A.” The City Manager is hereby authorized and directed to cause Loan
Agreement No. 15-16B:1 to be included on the recognized payment obligation schedule
of the Successor Agency as shall be submitted to the State Department of Finance at
the most feasible time after the adoption of this Resolution.

25 **SECTION 3. Execution of Loan Agreement.** The City Manager is hereby
26 authorized and directed to take such other and further action consistent with this
27 Resolution and sign any documents, as necessary, in order to implement this
28 Resolution on behalf of the City.

SECTION 4. This Resolution shall take effect immediately upon its adoption by the City Council and 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 this 21st day of September, 2015.

Karina Macias, Mayor

ATTEST:

Donna Schwartz, CMC
City Clerk

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT "A" – SUCCESSOR AGENCY LOAN AGREEMENT NO. 15-16B:1

2015

CITY OF HUNTINGTON PARK

-and-

CITY OF HUNTINGTON PARK AS
SUCCESSOR AGENCY TO THE
FORMER COMMUNITY DEVELOPMENT
COMMISSION OF THE CITY OF HUNTINGTON PARK

SUCCESSOR AGENCY LOAN AGREEMENT
No. 15-16B:1 for ROPS 15-16B
(Southland Steel Property Pre-Sale Disposition Costs)

(LOAN AMOUNT NOT TO EXCEED \$1,234,000)

THIS SUCCESSOR AGENCY LOAN AGREEMENT NO. 15-16B:1 (the "Loan Agreement" 15-16B:1) is dated as of _____, 2015 by and between the City of Huntington Park, a municipal corporation (the "City") and the City of Huntington Park, as successor agency to the former Community Development Commission of the City of Huntington Park, a public body corporate and politic (the "Successor Agency") and is entered into in light of the following facts:

-RECITALS-

1. The Huntington Park City Council (the "City Council") authorized the formation and operation of a community redevelopment agency within the territorial jurisdiction of the City pursuant to state law.
2. The former Huntington Park Community Redevelopment Agency, acting by and through the Community Development Commission of the City of Huntington Park, undertook the redevelopment of certain areas of the City in reliance upon the provisions of state law and the former Community Redevelopment Agency of the City of Huntington Park entered into certain contracts, expended public funds, incurred indebtedness and assumed certain obligations and liabilities with third parties in reliance upon applicable State and federal law in order to eliminate and prevent the spread of blight and to enhance and preserve the supply of affordable housing within the City.
3. The State of California (the "State") has ordered the former Huntington Park Community Redevelopment Agency to be dissolved under the provisions of ABX1 26 (Stats 2011-12, 1st Ex. Sess., Chapter 5), as amended by AB 1484 (Stats 2012, Chapter 26), and collectively the State

legislation identified in this sentence is referred to herein as the “State Redevelopment Dissolution Law.”

4. The City as Successor Agency to the former Huntington Park Community Redevelopment Agency (the “Successor Agency”) has initiated the implementation of the State Redevelopment Dissolution Law including the repayment of existing obligations, the marshaling of cash assets, non-cash assets and liabilities and the preparation of land assets for disposition and sale to third parties in accordance with a Long Range Property Management Plan (“LRPMP”), as approved by the State Department of Finance (“State DOF”).
5. One of the properties identified in the LRPMP and designated for sale to a third party was acquired by the former redevelopment agency in 2005 and is referred to in in the LRPMP as the “Southland Steel Property” (5959-6161 Alameda Street, Huntington Park, California).
6. The Southland Steel Property is burdened by the presence of certain chemicals of concern and metals in the soil which exceed regional screening levels.
7. In 2006 the former Huntington Park Community Redevelopment Agency entered into an agreement with the State Department of Toxic Substance Control (“State DTSC”) under the California Land Reuse and Revitalization Act (“CLRRA”) for the removal of shallow surface soils at the Southland Steel Property and a Site Characterization Report, dated July 20, 2011 was prepared by the former redevelopment agency for the Southland Property and submitted to State DTSC, and based upon the information set forth in the Site Characterization Report a remedial action work plan for the Southland Steel Property was approved by State DTSC in July 2012, and based upon further discussion of the Successor Agency with State DTSC, a Response Plan, dated July 21, 2014 was prepared by the Successor Agency to address the remedy of all site media issues present at the Southland Steel Property including adverse shallow soil contamination, soil vapor and the groundwater conditions which burden the Southland Street Property.
8. The Successor Agency has retained the professional environmental engineering services of Geosyntec under a contract dated June 2, 2014, as amended (the “Geosyntec Contract”) to prepare plans and specifications for the performance of the work described in the Response Plan and the Successor Agency has awarded a public works contract to Innovative Construction Solutions, dated April 8, 2015 (the “ICS Contract”) to perform the work of environmental clean-up and remediation on the Southland Steel Property.

9. The Oversight Board to the Successor Agency to the former Community Development Commission of the City of Huntington Park (the "Oversight Board") has adopted its Resolution No. OSB 2014-10, dated November 12, 2015 entitled:

"RESOLUTION OF THE OVERSIGHT BOARD TO THE CITY OF HUNTINGTON PARK AS SUCCESSOR AGENCY FOR THE FORMER HUNTINGTON PARK COMMUNITY DEVELOPMENT COMMISSION APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE HUNTINGTON PARK SUCCESSOR AGENCY [AND] ALEXANDER IMPORTS REGARDING THE POTENTIAL DISPOSITION OF SUCCESSOR AGENCY LAND AND ENVIRONMENTAL SOIL CLEAN-UP TO BE CONDUCTED AT THE PROPERTY LOCATED AT 5959-6161 ALAMEDA AVENUE, HUNTINGTON PARK (SOUTHLAND STEEL PROPERTY)"

11. The Oversight Board to the Successor Agency has approved ROPS 15-16A which includes the following items as enforceable obligations of the Successor Agency as relate to the costs payable for the environmental remediation of the Southland Steel Property:

ROPS 15-16A Line Item 41 (Soil Clean-up): \$2,079,000

ROPS 15-16A Line Item 42 (Groundwater): \$1,357,000

ROPS 15-16A Line Item 43 (DTSC Escrow Contingency): \$500,000

12. The Successor Agency and Nick Alexander Imports ("Alexander Imports"), a California corporation, intend to finalize negotiations for their mutual approval of a purchase and sale agreement for the disposition of the Southland Steel Property under the Memorandum of Understanding (the "MOU") as authorized under Oversight Board Resolution No. OSB 2014-10.
13. The MOU serves as the basis for finalization of such a definitive purchase and sale agreement for the disposition of the Southland Steel Property by the Successor Agency to Alexander Imports in accordance with the LRPMP subject to compliance by the Successor Agency with the terms of the CLRRRA Agreement with State DTSC as relates to the environmental clean-up of the soil and remediation of local groundwater conditions on the Southland Steel Property.
14. Additional site investigation work undertaken by the Successor Agency on the Southland Steel Property at the direction of State DTSC in May 2015, now appears to indicate that more shallow soil which is contaminated by various chemicals of concern than was originally estimated may need to be excavated and removed from the Southland Steel Property and

transported for off-site disposal at a facility which is licensed to handle certain hazardous wastes.

16. The Successor Agency has determined that the amount of funds which have been remitted to the Successor Agency from the Redevelopment Property Tax Trust Fund for the former Huntington Park Community Redevelopment Agency, for the period of time prior to the disposition of the Southland Steel Property between July 1, 2015 and December 31, 2015 under ROPS 15-16B, together with the cash and other immediately available funds which are reasonably estimated to be available to the Successor Agency or on deposit in the Redevelopment Obligation Retirement Fund of the Successor Agency on or after July 1, 2015, after deducting all previously scheduled payments of principal and interest on the bonded indebtedness identified in Huntington Park ROPS 15-16B, shall not be sufficient to pay the enforceable obligations of the Successor Agency to ICS and Geosyntec for the performance of clean-up work on the Southland Steel Property.
17. The cost estimate for the land, groundwater, and environmental clean-up of the Southland Steel Property dated as of November 6, 2014 and entitled "Cost Estimate Southland Steel Estimate Clean-up Budget," included as part of Oversight Board Resolution No. 2014-10 and thereafter amended by the updated cost estimate dated as of January 7, 2015 included as part of Oversight Board Resolution No. OSB 2015-1, requires further amendment in light of reasonably increased clean-up costs for the Southland Steel Property as confirmed by updated forecasts for remediation provided to the Successor Agency by Geosyntec.
18. Health and Safety Code Section 34173(h) provides authorization for the City to loan funds to the Successor Agency to pay for administrative costs, enforceable obligations, or project-related expenses of the Successor Agency associated with the disposition of property pursuant to the LRPMP, at the discretion of the City, and that the repayment by the Successor Agency of such a loan from the City shall be reflected on the recognized obligation payment schedule of the Successor Agency, which is subject to the approval of the Oversight Board for the Successor Agency.
19. The City and the Successor Agency have both determined that it is necessary and appropriate to enter into the Loan Agreement, as herein provided below, in order that the Successor Agency may comply with the CLRRRA Agreement and State Redevelopment Dissolution Law and pay for certain additional environmental remediation costs under the ICS Contract and under the Geosyntec Contract and complete the disposition of the Southland Steel Property to Alexander Imports.

**FOR AND INCONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENTS
HEREINAFTER SET FORTH, THE CITY AND SUCCESSOR AGENCY AGREE AS
FOLLOWS:**

SECTION 1. **Recitals.** The City and Successor Agency each represent and warrant that the information set forth in the preceding recital paragraphs is true and correct and is hereby incorporated into this Loan Agreement by reference as if fully set forth. The purpose of this Loan Agreement is to satisfy the provisions of Health and Safety Code Section 34173(h) and to evidence the enforceable obligation of the Successor Agency to repay the Loan to the City which has been incurred by the Successor Agency solely for the purpose of causing the Southland Steel Property to be prepared and made ready for disposal to Alexander Imports in accordance with the LRPMP and the MOU at the earliest feasible time.

SECTION 2. **Loan.** The City hereby agrees to loan to the Successor Agency from the available funds of the City (the "Loan") a sum not-to-exceed One Million Two Hundred Thousand Dollars (\$1,200,000) to be used and applied by the Successor Agency solely as set forth in Section 3. Subject to the approval of this Loan Agreement by the Oversight Board, the City shall make the proceeds of the Loan available to the Successor Agency as of July 1, 2015 2016 upon receipt of a written Loan Draw Request, executed by the Executive Director of the Successor Agency which references Section 3 of this Loan Agreement.

SECTION 3. **Use of the Loan.** The Successor Agency shall utilize the proceeds of the Loan as follows:

to pay for the environmental clean-up costs incurred between June 1, 2015 and December 31, 2015, including, but not limited to, those costs incurred by ICS and Geosyntec under the ICS Contract and the Geosyntec Contract, respectively, and prior to the disposition of the Southland Steel Property in connection with the performance and oversight of the soil and environmental clean-up work at the Southland Steel Property as authorized by Oversight Board Resolution No. 2014-10, including the additional cost of such soil and environmental clean-up work as disclosed by the site investigation work undertaken by the Successor Agency at the direction of State DTSC in May 2015.

SECTION 4. **Source of Repayment of the Loan and Limited Subordination.**

(A) Except as provided in paragraph (B) below, the Loan shall be repaid by the Successor Agency to the City on par with any other enforceable obligation of the Successor Agency falling within Health and Safety Code Section 34183(a)(2)(C) (indebtedness not qualifying as tax allocation bonds and certain revenue bonds).

(B) The City hereby agrees to defer repayment on the Loan during a six (6) month period covered by one or more recognized obligation payment schedules as may

be requested by either the Oversight Board or the Successor Agency any time after the date of approval of this Loan Agreement by the City, to the extent that repayment of the outstanding principal balance of the Loan, in whole or in part, in such a period would leave insufficient funds available to the Successor Agency to satisfy other enforceable obligations covered by Health and Safety Code Section 34183(a)(2)(C) which: (1) are due in that six (6) month period; and (2) were in existence prior to the date of this Loan Agreement.

(C) Unless legally prohibited by law or waived by the City, any portion of the unpaid principal balance of the Loan may also be repaid by the Successor Agency to the City from other revenues available to the Successor Agency, such as from the cash proceeds of the disposition of the Southland Steel Property, or from other land held for resale to third persons. Payments of the Loan, if any, under this paragraph (C) shall augment and supplement the required payments described in paragraph (A), subject to the Loan payment deferral and subordination provisions of paragraph (B).

SECTION 5. Placement of Loan Obligation on the Successor Agency's ROPS 15-16B (January 1, 2016 – June 30, 2016). Provided that this Loan Agreement is approved, the Successor Agency shall prepare and approve ROPS 15-16B which includes the Loan Agreement as a listed enforceable obligation on ROPS 15-16B. The amount of that listed obligation for the Loan shall be the not-to-exceed loan amount as set forth in Section 2 which has been disbursed to pay for the costs incurred by the Successor Agency under the ICI Contract and/or the Geosyntec Contract, as applicable, less any amount of the balance of the Loan which may be repaid by the Successor Agency to the City prior to January 1, 2016, from the land sale proceeds obtained by the Successor Agency from the disposition of the Southland Steel Property to Alexander Imports as provided in the MOU. The unpaid balance of the Loan shall be included as an enforceable obligation on each successive recognized obligation payment schedule for the Successor Agency, until the City is repaid the principal balance of the Loan Amount drawn by the Successor Agency as evidenced by the written Loan Draw Requests as set forth in Section 2. The City Manager of the City shall establish a loan repayment ledger for the Loan and shall cause the outstanding unpaid principal balance of the Loan to the Successor Agency, as hereby approved, to be identified in the accounting records of the City, as a financial asset of the City which is payable to the City by the Successor Agency, in accordance with the terms set forth herein.

SECTION 6. Term. This Loan Agreement shall be in full force and effect from the date hereof until such time as the unpaid principal balance of the Loan has been repaid in full to the City.

SECTION 7. Entire Agreement. This Loan Agreement constitutes the entire agreement by and between the City and the Successor Agency with respect to the subject matter of this Loan Agreement, and may be amended only in writing.

SECTION 8. Notice of Default and Remedies. In the event of a default, the party who alleges a default shall give the other party thirty (30) days written notice of

such default, with a copy of such notice of default to the Oversight Board and to the State Department of Finance. In the event that the party who is alleged to be in default does not promptly initiate a cure of the alleged default, and the applicable party hereto shall be entitled to pursue any and all remedies available under California law for purposes of enforcing the terms and conditions of this Loan Agreement.

APPROVED AND EXECUTED by signature of the authorized representatives of the City and the Successor Agency as of _____, 2015.

[SIGNATURES FOLLOW ON NEXT PAGE]

[City of Huntington Park and Successor Agency Loan Agreement No. 15-16B:1 Not-to-Exceed \$1,200,000 (ROPS 15-16B: January 1, 2016 – June 30, 2016)]

CITY:

City of Huntington Park, a municipal corporation

ATTEST:

By: _____
City Manager

By: _____
Deputy City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

SUCCESSOR AGENCY:

City of Huntington Park As Successor Agency to the former Community Development Commission of the City of Huntington Park, a public body corporate and politic

ATTEST:

By: _____
Deputy City Clerk

By: _____
City Manager

APPROVED AS TO FORM:

By: _____
City Attorney

CITY OF HUNTINGTON PARK
Community Development Department

Exhibit B
Southland Steel Project
Environmental Cleanup Estimated Costs
7-12-15

SOURCES OF FUNDS

Federal Sources

| | |
|------------------------------|---------------------|
| DTSC Loan ¹ | \$ 800,000 |
| DTSC Grant | 200,000 |
| EPA Grant | 200,000 |
| Total Federal Sources | \$ 1,200,000 |

City Funds

434,000

Total Sources 1,634,000

Sale

| | | |
|----------------------------|---------------------|--------------|
| Sale Price ² | 3,200,000 | |
| Less Broker Commission Fee | (141,000) | |
| Net Sale Price | \$ 3,059,000 | (at closing) |

Buyer Cleanup Contribution ³ **\$ 1,100,000** (at closing)

TOTAL SOURCES \$ 5,793,000

USES OF FUNDS

Cleanup Costs

Soil/Soil Vapor VOCs

| | |
|--------------------------------|---------------------|
| Remediation (ICS) | \$ 871,000 |
| Construction Mngmt (Geosyntec) | 375,000 |
| Lab test fees | 150,000 |
| Davis-Bacon monitoring | 25,000 |
| | <hr/> |
| Subtotal | 1,421,000 |
| Contingency 15% | 213,000 |
| Total Soil Cleanup | \$ 1,634,000 |

Soft Costs

| | |
|---|-------------------|
| Legal fees | 25,000 |
| DTSC Fees | 60,000 |
| Other fees and permits | 20,300 |
| Eco & Associates (Preparation of ResPlan) | 40,000 |
| Interest on cleanup loan @3.25% | 12,000 |
| | <hr/> |
| Total Soft Costs | \$ 157,300 |

Well Installation Monitoring (Geosyntec)

235,750

Total Well Installation \$ 235,750

Groundwater

| | |
|--------------------------------|-----------|
| Groundwater Buy out Settlement | 1,357,000 |
| Contingency Escrow | 500,000 |
| | <hr/> |

Total Groundwater ⁴ \$ 1,857,000

TOTAL Cleanup Costs \$ 3,884,050

DTSC Loan Repayment \$ 800,000

City Loan Repayment \$ 434,000

TOTAL USES \$ 5,118,050

EST. NET SALE PROCEEDS (Distributed to taxing entities) 674,950

Notes:

1. DTSC Loan - 3.25% interest, payable on the maturity date 8/24/2019, or upon sale of property
2. Property purchased in 2005 for \$5.4 million. Appraised value is \$4.7 as of January 2013
3. Buyer to pay an additional \$1.1 million towards cleanup (\$400,000 to pay for the DTSC loan + \$700,000 groundwater)
4. Groundwater settlement amount to be paid at closing through escrow



CITY OF HUNTINGTON PARK

City Clerk's Office
City Council Agenda Report

September 21, 2015

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

COUNCIL APPOINTMENTS TO PLANNING, CIVIL SERVICE, HISTORIC AND YOUTH COMMISSIONS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Make appointments to the Planning, Civil Service, Historic and Youth Commissions consistent with the newly adopted provisions set forth in Resolution No. 2015-19;
2. Approve additional appropriations in the amounts of \$5,000 to account 111-0126-413.19-05 and \$3,150 to account 111-0122-413.19-05 to ensure budgetary sufficiency for FY 2015-2016; and /or
3. Direct staff to extend the filing period.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

On May 18, 2015, the City Council adopted Resolution No. 2015-19 which established a new process for appointing to the various City Commissions.

Individuals appointed to the Civil Service, Historic, Planning and Youth Commissions will be required to submit to a LiveScan and subsequently take an Oath of Office.

FISCAL IMPACT

Compensation for the Civil Service Commission is \$100 a month per Commissioner (5) for an annual amount of \$6,000. \$1,000 has been budgeted for Fiscal Year (FY) 2015-2016 to account 111-0126-413.19-05 causing a short fall. An additional appropriation of \$5,000 needs to be budgeted to ensure budgetary sufficiency for FY 2015-2016 expenditures.

COUNCIL APPOINTMENTS TO PLANNING, CIVIL SERVICE, HISTORIC AND YOUTH COMMISSIONS

September 21, 2015

Page 2 of 2

Compensation for the Historic Commission is \$75 a month per Commissioner (5) for an annual amount of \$4,500. \$1,350 has been budgeted for Fiscal Year (FY) 2015-2016 to account 111-0122-413.19-05 causing a short fall. An additional appropriation of \$3,150 needs to be budgeted to ensure budgetary sufficiency for FY 2015-2016 expenditures.

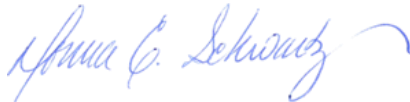
CONCLUSION

Terms will run concurrent with the Council Member who appoints. Currently the terms end March 2017 and March 2019. After appointment City Clerk will notify applicants of the nominations.

Respectfully submitted,



JOHN A. ORNELAS
Interim City Manager



Donna G. Schwartz, CMC
City Clerk

ATTACHMENTS

A. Resolution No. 2015-19

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

RESOLUTION NO. 2015-19

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
HUNTINGTON PARK ADOPTING REVISED RULES, METHOD
OF APPOINTMENT, GUIDELINES FOR THE CONDUCT OF
MEETINGS AND STRUCTURE FOR ALL COMMISSIONS OF
THE CITY AND REPEALING ALL PRIOR RESOLUTIONS OR
PROVISIONS IN CONFLICT WITH THE PROVISIONS
CONTAINED HEREIN**

WHEREAS, the City Council has decided to amend all commission resolutions to provide for congruent and consistent regulation and structure across all City Commissions.

**THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK DOES
RESOLVE AS FOLLOWS:**

SECTION 1: Establishment of City Commissions.

The City has currently established the following commissions to serve in the capacity as advisory bodies to the City Council:

Planning Commission
Civil Service Commission
Parks and Recreation Commission
Health and Education Commission
Historic Preservation Commission
Youth Commission (pending approval).

This Resolution is intended to govern and supersede all prior resolutions establishing and amending member qualifications, organizational rules, guidelines and structure for City Commissions and hereby repeals all provisions in conflict with the provisions contained herein by the adoption of the revised provisions below. This Resolution will also govern over provisions of City ordinances currently in existence, but which will be repealed or amended for consistency with this Resolution. This Resolution shall also govern and control any additional Commission created by the City Council in addition to those enumerated above.

SECTION 2: Membership.

All City Commissions shall consist of five (5) members, with the exception of the Youth Commission which shall consist of ten (10) youth from the City as defined below. All members of each Commission shall be a resident of the City of Huntington Park, however, at the City Council's discretion, no more than two (2) Commissioners for any Commission may be non-Huntington Park residents. Each person seeking appointment to a Commission shall complete an application provided by the City and submit to a Live Scan background check before being appointed to a Commission and before being sworn in to office.

1 **SECTION 3: Appointment, Reappointment and Removal.**

2 Each member of the City Council shall have authority to appoint one (1)
3 member to each Commission, with the exception of the Youth Commission, which
4 shall consist of two (2) members appointed by each City Councilmember. Each
5 Councilmember shall appoint their Commissioners within sixty (60) days of assuming
6 office, or from the adoption of this Resolution, or from a vacancy occurring for said
7 Commission position for that respective Councilmember appointment. If no
appointment is made within sixty (60) days of assuming office, or from the adoption of
this Resolution, or from a vacancy occurring for said Commission position, the Mayor
shall appoint a member to the vacant seat.

8 Commission members may be removed from their appointment due to
9 disqualification as provided for in this Resolution or upon the sole decision by the
10 Councilmember who appointed that Commissioner. All appointments or removal of
11 Commissioners shall occur at an open meeting of the City Council. If removal of a
Commissioner occurs, the City Clerk shall send notice to that Commissioner at the last
address on file with the City.

12 **SECTION 4: Term of Office.**

13 Each Commissioner's term shall be for a period of four years, unless removed
14 by the appointing Councilmember or as a result of disqualification as set forth herein.
15 Notwithstanding the foregoing, no Commissioner shall serve for a period which
16 exceeds the time in office for the Councilmember appointing that Commissioner. In
17 the event that the appointing Councilmember completes his or her term, vacates their
18 office or otherwise is no longer holding office, the term of the Commissioner appointed
by said Councilmember shall end. However, nothing contained in this section shall
prevent another Councilmember or the new Councilmember from appointing the
individual back to the same Commission or to a different Commission.

19 **SECTION 5: Vacancy Due to Disqualification.**

20 When a member no longer meets the qualifications for the Commission, the
21 member is therefore disqualified, and the office shall thereupon become vacant.

22 **SECTION 6: Vacancy.**

23 If for any reason a vacancy occurs, it shall be filled by appointment by the
24 member of the City Council who appointed said Commissioner for the unexpired
portion of such term.

25 **SECTION 7: Quorum.**

26 A majority of the total number of members of the Commission shall constitute a
27 quorum for the transaction of business, but a lesser number may adjourn from time to
28 time for want of quorum and until a quorum can be obtained.

1 **SECTION 8: Purpose.**

2 The purpose, duties and responsibilities of each Commission shall be
3 established by the City Council by ordinance and codified in the Huntington Park
4 Municipal Code.

5 **SECTION 9: Organization.**

6 Annually in the month of March, the Commission shall elect one of its members
7 as Chair and Vice-Chair. City staff shall act as the Commission Secretary. Staff
liaisons shall act as the conduit for all communications to the City Council.

8 **SECTION 10: Meetings.**

9 Regular meetings of the Commission shall be as set by each Commission. The
10 place of such meetings shall be at City Hall unless otherwise designated by the City
11 Council or approved by a majority of the total membership of the Commission. When
12 the day for such regular meetings falls on a legal holiday, the meeting shall not be
held on such holiday, but shall be held at the same hour on the next succeeding day
13 thereafter which is not a holiday. All meetings of the Commission shall be open and
14 public, and subject to all laws of the state of California e.g. the Brown Act, governing
open public meetings. The Commission shall adopt its own rules for the transaction of
15 its business and keep a record of resolutions, findings and recommendations and
actions voted upon. A report of each meeting of the Commission shall be given to the
City Council.

16 **SECTION 11: Termination of Commission.**

17 Termination of the Commission shall be done at the will and vote of the City
18 Council.

19 **SECTION 12: Compensation.**

20 Commission member compensation shall be set by resolution of the City
21 Council.

22 **SECTION 13: Commission Handbook.**

23 All Commission Members must adhere to the provisions contained and
24 referenced in the City of Huntington Park Commission Handbook as approved by the
City Council.

25 **SECTION 14:**

26 The City Clerk shall certify to the adoption of this Resolution.
27
28

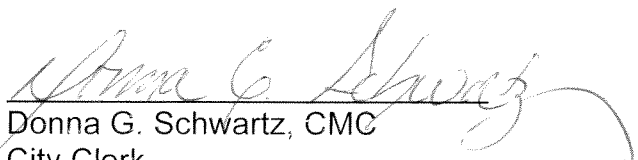
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PASSED, APPROVED AND ADOPTED THIS 18th day of May, 2015.



Karina Macias
Mayor

ATTEST:



Donna G. Schwartz, CMC
City Clerk

CERTIFICATION

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS
CITY OF HUNTINGTON PARK)

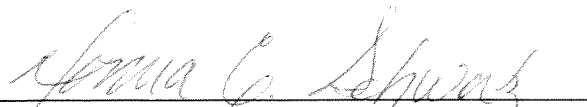
I, Donna G. Schwartz, City Clerk of the City of Huntington Park, California, do hereby certify that the foregoing Resolution No. 2015-19 was duly passed and adopted by the City Council of the City of Huntington Park at a regular meeting of the City Council held on the 18th day of May, 2015, by the following vote, to wit:

AYES: Council Member(s): Pineda, Sanabria, Vice Mayor Ortiz, Mayor Macias

NOES: Council Member(s): None

ABSENT: Council Member(s): Amezquita

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Seal of the City of Huntington Park, this 20th day of May 2015.


Donna G. Schwartz, CMC, City Clerk



September 21, 2015

The Honorable Jerry Brown
Governor, State of California
State Capitol, First Floor
Sacramento, CA 95814

VIA FAX (916) 558-3177

Dear Governor Brown:

SB 485: County of Los Angeles: Sanitation Districts: Request for Signature

On behalf of the City of Huntington Park, I am writing in support of SB 485, which would authorize the Sanitation Districts of Los Angeles County to manage stormwater and dry weather urban runoff. The City of Huntington Park is a member of Sanitation District No. 1 of Los Angeles County. SB 485 would provide another option or tool to assist cities in meeting the requirements of the Los Angeles Region's municipal stormwater permit.

Most of the cities in Los Angeles County and the Flood Control District are charged in the municipal stormwater permit with implementing new best management practices and water quality projects that will meet the requirements of 33 Total Maximum Daily Loads (TMDLs), which is expected to cost millions of dollars per year. The challenges posed by these requirements were analyzed in a recent report completed by the Los Angeles County Division of the League of California Cities and the California Contract Cities Association. The report also recommended, among other things, that the Sanitation Districts' statute be changed to authorize them to assist the cities in managing stormwater and dry weather urban runoff. This change would provide an option for the cities in the Sanitation Districts' service area to use its civil engineering and water quality expertise to support compliance with the Los Angeles Region municipal stormwater permit.

For these reasons, we are pleased to support this important legislation and urge you to sign SB 485 into law. If you have any questions, please contact Mike Ackerman (323)584-6254.

Sincerely,

Karina Macias, M.A.
Mayor

cc: Senator Ed Hernandez, FAX (916) 651-4922
Martha Guzman-Aceves, Deputy Legislative Secretary, Governor's Office,
Martha.Gusman-Aceves@GOV.CA.GOV
Sharon Green, Sanitation Districts of Los Angeles County, sgreen@lacsdsd.org
Kristine Guerrero, Los Angeles County Division, LOCC, Kguerrero@cacities.org



CITY OF HUNTINGTON PARK

Finance Department
City Council Agenda Report

September 21, 2015

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

APPROVE RESOLUTIONS TO EXECUTE CERTAIN DOCUMENTS REQUIRED BY STATE BOARD OF EQUALIZATION FOR IMPLEMENTATION OF THE LOCAL PREPAID MOBILE TELEPHONY SERVICE COLLECTION ACT AND THE EXAMINATION OF PREPAID MOBILE TELEPHONE SERVICES SURCHARGES AND LOCAL RECORDS

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Adopt Resolution No. 2015-31, Authorizing the Interim City Manager to execute an agreement with the State Board of Equalization (BOE) for implementation of the Local Prepaid Mobile Telephone Services Collection Act ("Act"); and
2. Adopt Resolution No. 2015-32, Authorizing the Examination of Prepaid Mobile Telephony Services Surcharge and Local Charge Records by designating the Interim Finance Director to conduct such examination.

BACKGROUND

Traditionally, a city's utility users tax (UUT) is collected by wireless service providers who include the charge on their customers' monthly invoices. In contrast to this arrangement, customers who purchase pre-paid wireless services usually avoid paying any UUT due to collection complications. With prepaid wireless, there is no contract, no monthly invoices, and the prepaid wireless services are usually sold by retailers, as opposed to service providers themselves. It is estimated that approximately 70% of all prepaid wireless services are sold by retailers. Since these transactions bypass our local UUT, there is a significant loss of revenue to the City. Additionally, traditional phone plan users

APPROVE RESOLUTIONS TO EXECUTE CERTAIN DOCUMENTS REQUIRED BY
STATE BOARD OF EQUALIZATION FOR IMPLEMENTATION OF THE LOCAL
PREPAID MOBILE TELEPHONY SERVICE COLLECTION ACT AND THE
EXAMINATION OF PREPAID MOBILE TELEPHONY SERVICES SURCHARGES AND
LOCAL RECORDS

September 21, 2015

Page 2 of 3

are treated disparately and the burden of the UUT is not equally shared among all wireless telephone users.

AB 1717 will take effect on January 1, 2016 and will address the collection problem by requiring California retailers and on-line sellers to collect the local UUT at the same time it collects sales tax on its other retail products. This collection will be based on the point of sale (for retail stores in our City). Accordingly, the new law requires that all local jurisdictions contract with BOE in order to receive UUT imposed on consumers of prepaid wireless phone service.

The attached resolutions authorize the Interim City Manager to (1) execute certain documents required by BOE to collect the City's UUT on prepaid wireless service, including the Agreement for State Collections and Administration of Local Charges and the Certification; and (2) authorizes the examination of local records and surcharges on prepaid mobile telephone services by designating the Interim Finance Director to conduct such an investigation.

FISCAL IMPACT/FINANCING

AB 1717 will allow the City to commence collecting UUT on prepaid mobile telephone services (also referred to as prepaid wireless) beginning on January 1, 2016. While the actual impact of this new revenue source is unknown, revenue estimates range from 15% to 20% (of current UUT telecommunication revenues. This estimate is a statewide average, and individual cities' revenues will vary depending on local demographics and the number of large retail stores selling prepaid wireless services within a city.

For the City of Huntington Park, this 15 to 20% increase equates to an estimated annual UUT revenue of \$197,000 to \$262,000. The City will be required to reimburse the BOE for its implementation costs, with the City's share of such costs estimated to be approximately 5 to 6% (\$9,900 to \$13,150) of the additional UUT revenue. The BOE costs, and the City's proportionate share are expected to decline after the first year. The estimated net impact to the Fiscal Year 2015/16 General Fund Operating Budget is an approximate revenue increase of \$187,000 to \$249,600.

CONCLUSION

The Interim City Manager will execute and submit documents required by the BOE to collect the UUT on Prepaid Wireless Service upon City Council's approval. The City Council will also designate and give authorization to the Interim Finance Director to examine prepaid mobile telephone services surcharges and local charge records.

APPROVE RESOLUTIONS TO EXECUTE CERTAIN DOCUMENTS REQUIRED BY
STATE BOARD OF EQUALIZATION FOR IMPLEMENTATION OF THE LOCAL
PREPAID MOBILE TELEPHONY SERVICE COLLECTION ACT AND THE
EXAMINATION OF PREPAID MOBILE TELEPHONY SERVICES SURCHARGES AND
LOCAL RECORDS

September 21, 2015

Page 2 of 3

BOE recommends that cities secure the services of qualified firms to manage their UUT collections. Many cities rely exclusively on such firms for the collection and management of their UUT revenues given the complexity and nature of the business. MuniServices, LLC has been the City's UUT consultant for several years. When originally presented to City Council in August, Council requested that staff consider the solicitation of other firms who specialize in such services. There are few firms with limited practices in various tax specialties (such as HDL in the sales tax area and MuniServices in UUT). MuniServices, LLC appears to dominate in the UUT space having built a practice over many years assisting cities such as ours with UUT collection. In addition, their efforts in helping bring about this legislation and their work to date with BOE provide them a tremendous competitive advantage.

The City's existing agreement with MuniServices for UUT assistance is over 10 years old and outdated. We have worked with them to prepare a new agreement and when comfortably negotiated, we will return to City Council for consideration of a new agreement, most likely on October 6, 2015.

Respectfully submitted,



JOHN A. ORNELAS
Interim City Manager



JAN MAZYCK
Interim Finance Director

ATTACHMENTS

- A. Resolution No. 2015-31
- B. Resolution No. 2015-32
- C. Certification
- D. Agreement for State Collection and Administration of Local Charges

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HUNTINGTON PARK AUTHORIZING THE INTERIM CITY MANAGER TO EXECUTE AN AGREEMENT WITH THE STATE BOARD OF EQUALIZATION (BOE) FOR IMPLEMENTATION OF THE LOCAL PREPAID MOBILE TELEPHONE SERVICES COLLECTION ACT (“ACT”)

WHEREAS, pursuant to UUT Ordinance No. 840-NS of the City of Huntington Park and the Local Prepaid Mobile Telephony Services Collection Act, the City of Huntington Park (hereinafter CITY), wishes to enter into a contract with the State Board of Equalization, hereafter referred to as the BOARD, to perform all functions incident to the administration and collection of the prepaid mobile telephony services surcharge and local charges (Rev. & Tax. Code, § 42101.5) effective January 1, 2016; and

WHEREAS, the BOARD requires that CITY: enter into a contract with the BOARD by a certain date; certify the CITY'S UUT ordinance, its rate and applicability; and adopt a resolution authorizing certain persons access to confidential information of the BOARD that is reasonably available to the Board regarding the proper collection and remittance of a local charge of the CITY; and

NOW, THEREFORE IT IS RESOLVED AND ORDERED AS FOLLOWS:

The City Manager is hereby authorized to sign on behalf of the City a contract with the BOARD, as approved by the City Attorney, including any other related documents required by the BOARD to perform all functions incident to the administration and collection of the prepaid mobile telephony services surcharge and local charges (Rev. & Tax. Code, § 42101.5).

Further, the City Attorney is hereby authorized to sign on behalf of the City a certification required by the BOARD certifying certain information regarding the CITY's utility users tax ordinance, the applicable rate, and that it applies to all wireless telecommunication services, including prepaid wireless.

PASSED, APPROVED AND ADOPTED this 21st day of September, 2015

Karina Macias, Mayor

ATTEST:

Donna G. Schwartz, CMC
City Clerk

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28

Section 1. That the Interim City Manager or other officer or employee of the Local Jurisdiction Interim Finance Director designated in writing by the Interim City Manager to the Board is hereby appointed to represent the Local Jurisdiction with authority to examine prepaid mobile telephony services surcharge and local charge records of the Board pertaining to prepaid mobile telephony services surcharge and local charges collected for the Local Jurisdiction by the Board pursuant to the contract

1 between the Local Jurisdiction and the Board. The information obtained by examination
2 of Board records shall be used only for purposes related to the collection of the Local
3 Jurisdiction's prepaid mobile telephony services surcharge and local charges by the
4 Board pursuant to the contract.

5 **Section 2.** That the Interim City Manager and the UUT Tax Administrator (Interim
6 Finance Director) or other officer or employee of the Local Jurisdiction (Title(s) of
7 authorized position(s)) designated in writing by the Interim City Manager to the Board is
8 hereby appointed to represent Interim Finance Director the Local Jurisdiction with
9 authority to examine those prepaid mobile telephony services surcharge and local
10 charge records of the Board for purposes related to the following governmental
11 functions of the Local Jurisdiction:

- 12 a) __compliance and enforcement of the utility users tax (local charge) 9.25%
- 13 b) __administrative functions set out in City's utility users tax ordinance 840-NS
- 14 c) __legal interpretation and enforcement of utility users tax ordinance, including but not
15 limited to refunds and defense of claims against ordinance 840-NS

16 The information obtained by examination of Board records shall be used only for those
17 governmental functions of the Local Jurisdiction listed above.

18 **Section 3.** That the Interim Finance Director and her designee (i.e. City staff or
19 Consultant) are hereby designated to examine the prepaid mobile telephony services
20 surcharge and local charges records of the Board of Equalization pertaining to prepaid
21 mobile telephony services surcharge and local charges collected for the Local
22 Jurisdiction by the Board. The person or entity designated by this section meets all of
23 the following conditions (Rev. & Tax. Code, § 42110, subd. (b)(2)):

- 24 a) is employed by or has an existing contract with the Local Jurisdiction that authorizes
25 the person to examine the prepaid mobile telephony services surcharge and local
26 charge records;
- 27 b) is required by that contract with the Local Jurisdiction to disclose information
28 contained in or derived from, those records only to an officer or employee of the Local
Jurisdiction authorized by the resolution to examine the information;
- c) is prohibited by that contract from performing consulting services for a seller during
the term of that contract;
- d) is prohibited by that contract from retaining information contained in, or derived from,
those prepaid mobile telephony services surcharge and local charge records, after that
contract has expired.

1 A contract between the Local Jurisdiction and a Consultant designated by the Local
2 Jurisdiction to request information from the Board shall be subject to the following
3 limitations (Rev. & Tax. Code, § 42103, subd. (g)):

4 a) the Consultant shall, to the same extent as the Board, be subject to Section 55381,
5 relating to unlawful disclosures.

6 b) the contract between the Local Jurisdiction and the Consultant shall not provide, in
7 whole or in part, in any manner a contingent fee arrangement as payment for services
8 rendered.

9 **BE IT FURTHER RESOLVED THAT** the information obtained by examination of
10 the Board records shall only be used for purposes related to the collection of the Local
11 Jurisdiction's prepaid mobile telephony services surcharge and local charges by the
12 Board pursuant to the contract between the Local Jurisdiction and Board, or for
13 purposes related to other governmental functions of the Local Jurisdiction, as identified
14 above in section 2.

15 **PASSED, APPROVED AND ADOPTED** this 21st day of September, 2015.

16 _____
17 Karina Macias, Mayor

18 ATTEST:

19 _____
20 Donna G. Schwartz, CMC
21 City Clerk
22
23
24
25
26
27
28



September 21, 2015

CERTIFICATION

I, John A. Ornelas am authorized to sign this certification on behalf of The City of Huntington Park, CA.

I certify the following:

Please check all the following that apply to your jurisdiction:

1. 911 Charges/ Access to Communication Services – Ordinance No. of the imposes the local charge set forth in the ordinance to prepaid mobile telephony services for access to communication services or to local 911 emergency telephone systems. As required by section 42102.5, the percentage reflecting the rate for access to the local 911 emergency telephone systems or access to communications services is .
2. X Utility User Tax – Ordinance No. 840-NS of the City of Huntington Park imposes the local charge set forth in the ordinance to the consumption of prepaid mobile telephony services. The tiered rate for the utility user tax, as identified in section 42102 is 9.00%
3. The City of Huntington Park agrees to indemnify and to hold harmless the Board of Equalization (Board), its officers, agents, and employees for any and all liability for damages that may result from the Board's collection pursuant to this agreement

Executed in the City of Huntington Park, CA on September 21, 2015.

Signature: _____

Printed Name: John A. Ornelas

Title of Person: Interim City Manager

Local Jurisdiction _____

AGREEMENT FOR STATE COLLECTION AND ADMINISTRATION OF LOCAL CHARGES

This Agreement is for the purpose of implementing the Local Prepaid Mobile Telephony Services Collection Act (Part 21.1, commencing with Section 42100) of Division 2 of the Revenue and Taxation Code), hereinafter referred to as the Local Charge Act. The _____ and the State Board of Equalization, hereinafter called the Board, do agree as follows:

Insert name of local jurisdiction

ARTICLE I DEFINITIONS

Unless the context requires otherwise, wherever the following terms appear in this Agreement they shall be interpreted to mean the following:

A. “Administrative Expenses” means all expenses incurred by the Board in the administration and collection of the local charges, including preparation and wind down costs which are reimbursable to the Board from the revenues collected by the Board on behalf of the local jurisdiction.

B. “Contingent Fee” includes, but is not limited to, a fee that is based on a percentage of the tax liability reported on a return, a fee that is based on a percentage of the taxes owed, or a fee that depends on the specific tax result attained.

C. “Direct Seller” means a prepaid Mobile Telephony Service (MTS) provider or service supplier, as defined in section 41007, that makes a sale of prepaid mobile telephony services directly to a prepaid consumer for any purpose other than resale in the regular course of business. A direct seller includes, but is not limited to, a telephone corporation, a person that provides an interconnected Voice over Internet Protocol (VoIP) service, and a retailer as described in section 42004(b)(1).

D. “Local Charges” means a utility user tax imposed on the consumption of prepaid mobile telephony services, as described in section 42102, and charges for access to communication services or to local “911” emergency telephone systems imposed by a local jurisdiction, as described in section 42102.5.

E. “Local Jurisdiction” or “local agency” means a city, county, or city and county, which includes a charter city, county, or city and county of this State, which has adopted an ordinance imposing a local charge of the kind described in Part 21.1 of Division 2 of the Revenue and Taxation Code and has entered into a contract with the Board to perform all functions incident to the collection of the local charges.

F. “Ordinance” means an ordinance of a local jurisdiction imposing a local charge, including any local enactment relating to the filing of a refund or a claim arising under the ordinance, attached hereto, as amended from time to time.

G. “Quarterly local charges” means the total amount of local charges transmitted by the Board to a local jurisdiction for a calendar quarter, as set forth in section 42106(a)(1).

H. “Refund” means the amount of local charges deducted by the Board from a local jurisdiction’s quarterly local charges in order to pay that jurisdiction’s share of a local charge refund due to one taxpayer.

I. “Section” – all section references are to the Revenue and Taxation Code.

J. “Seller” means a person that sells prepaid mobile telephony service to a person in a retail transaction.

ARTICLE II BOARD ADMINISTRATION AND COLLECTION OF LOCAL CHARGES

A. Administration. The Board and the local jurisdiction agree that the Board shall perform functions incident to the collection of the local charges from sellers that are not direct sellers.

B. Collection. The Board shall collect the local charges in the same manner as it collects the prepaid MTS Surcharge in the Prepaid Mobile Telephony Services Surcharge Collection Act, subject to specified limitations in the Local Charge Act for which the local jurisdiction is responsible, as set forth in Article III of this Agreement.

C. Audits. The Board’s audit duties shall be limited to verification that the seller that is not a direct seller complied with the Local Charge Act.

D. Other applicable laws. The Board and the local jurisdiction agree that all provisions of law applicable to the administration and operation of the Local Charge Act, Prepaid Mobile Telephony Services Surcharge Collection Act, and the Fee Collection Procedures Law (FCPL) shall be applicable to the collection of local charges. References in the FCPL to feepayer include a person required to pay the local charge, including the seller. All future amendments to applicable laws are automatically incorporated into this Agreement.

E. Deposit of Local Charges. All local charges collected by the Board shall be deposited in the Local Charges for Prepaid Mobile Telephony Services Fund in the State Treasury to be held in trust for the local taxing jurisdiction. Local charges shall consist of all taxes, charges, interest, penalties, and other amounts collected and paid to the Board, less payments for refunds and reimbursement to the Board for expenses incurred in the administration and collection of the local charges, including preparation and wind-down costs.

F. Allocation of Expenses. The Board shall allocate the total combined annual expenses incurred for administration and collection pursuant to the Prepaid Mobile Telephony Services Surcharge Collection Act and the Local Charge Act on a pro rata basis according to revenues collected for: (1) the emergency telephone users surcharge portion of the prepaid MTS surcharge, (2) the Public Utilities Commission surcharges

portion of the prepaid MTS surcharge, and (3) local charges. The Board shall charge a local jurisdiction its pro rata share of the Board's cost of collection and administration.

G. Transmittal of money. All local charges collected by the Board shall be transmitted to the local jurisdiction once in each calendar quarter. Transmittals may be made by mail or by deposit to the account of the local jurisdiction in a bank designated by that jurisdiction. The Board shall furnish a statement quarterly indicating the amounts paid and withheld for expenses of the Board.

H. Rules. The Board shall prescribe and adopt such rules and regulations as in its judgment are necessary or desirable for the administration and collection of local charges and the distribution of the local charges collected.

I. Security. The Board agrees that any security which it hereafter requires to be furnished under the FCPL section 55022 will be upon such terms that it also will be available for the payment of the claims of the local jurisdiction for local taxes owing to it as its interest appears. The Board shall not be required to change the terms of any security now held by it, and the local jurisdiction shall not participate in any security now held by the Board.

J. Records of the Board.

1. Information obtained by the local jurisdiction from the examination of the Board's records shall be used by the local jurisdiction only for purposes related to the collection of the prepaid mobile telephony services surcharge and local charges by the Board pursuant to this Agreement.

2. When requested by resolution of the legislative body of a local jurisdiction, the Board shall permit any duly authorized officer or employee or other person designated by that resolution to examine any information for its own jurisdiction that is reasonably available to the Board regarding the proper collection and remittance of a local charge of the local jurisdiction by a seller, including a direct seller, subject to the confidentiality requirements of sections 7284.6, 7284.7 and 19542. (sections 42110(b), 42103(e).).

3. The resolution of the local jurisdiction shall certify that any person designated by the resolution, other than an officer and an employee, meets all of the following conditions:

- a. Has an existing contract with the local jurisdiction that authorizes the person to examine the prepaid MTS surcharge and local charge records.
- b. Is required by that contract with the local jurisdiction to disclose information contained in or derived from, those records only to an officer or employee of the local jurisdiction authorized by the resolution to examine the information.
- c. Is prohibited by that contract from performing consulting services for a seller during the term of that contract.
- d. Is prohibited by that contract from retaining information contained in, or derived from, those prepaid MTS surcharge and local charge records, after that contract has expired.

4. Any third party contract between the local jurisdiction and an entity or person authorized by the local jurisdiction to request information from the Board shall be subject to the following limitations:

a. Any third party shall, to the same extent as the Board, be subject to Section 55381, relating to unlawful disclosures.

b. A third party contract shall not provide, in whole or in part, in any manner a contingent fee arrangement as payment for services rendered.

5. Information obtained by examination of Board records shall be used only for purposes related to the collection of the prepaid MTS surcharge and local charges by the board pursuant to the contract, or for purposes related to other governmental functions of the local jurisdiction set forth in the resolution.

6. If the Board believes that any information obtained from the Board's records related to the collection of the prepaid MTS surcharge and local charges has been disclosed to any person not authorized or designated by the resolution of the local jurisdiction, or has been used for purposes not permitted by section 42110(b), the board may impose conditions on access to its local charge records that the board considers reasonable, in order to protect the confidentiality of those records. (section 42110 (c).)

7. The costs incurred by the Board in complying with a request for information shall be deducted by the Board from those revenues collected by the Board on behalf of the local jurisdiction making the request, as authorized by section 42110(b)(1).

ARTICLE III LOCAL JURISDICTION ADMINISTRATION AND RESPONSIBILITIES

A. The local jurisdictions shall be solely responsible for all of the following:

1. Defending any claim regarding the validity of the ordinance in its application to prepaid mobile telephony service. The claim shall be processed in accordance with the provisions of the local ordinance that allows the claim to be filed.

2. Interpreting any provision of the ordinance, except to the extent specifically superseded by section 42105 of the Local Charge Act. The claim shall be processed in accordance with the provisions of the local enactment that allows the claim to be filed.

3. Responding to specified consumer claims for refund involving: (1) rebutting the presumed location of the retail transaction; (2) a consumer claim of exemption from the local charge under the ordinance; or (3) any action or claim challenging the validity of a local tax ordinance, in whole or part. The claim shall be processed in accordance with the provisions of the local enactment that allows the claim to be filed.

4. Refunding the taxes in the event a local jurisdiction or local government is ordered to refund the tax under the local ordinance.

5. Reallocating local charges as a result of correcting errors relating to the location of the point of sale of a seller or the known address of a consumer, for up to two past quarters from the date of knowledge.

6. Collecting local charges on prepaid mobile telephony service and access to communication services or access to local 911 emergency telephone systems imposed on direct sellers.

7. Enforcement, including audits, of the collection and remittance of local charges by direct sellers pursuant to the ordinance.

8. The local jurisdiction shall be the sole necessary party defendant on whose behalf the local charge is collected in any action seeking to enjoin collection of a local charge by a seller, in any action seeking declaratory relief concerning a local charge, in any action seeking a refund of a local charge, or in any action seeking to otherwise invalidate a local charge. There shall be no recovery from the State for the imposition of any unconstitutional or otherwise invalid local charge that is collected under the Local Act.

9. Entering into an agreement with the Board to perform the functions incident to the collection of the local charges imposed on sellers that are not direct sellers.

10. Submitting an executed Certification to the Board, certifying that:

(a) the local jurisdiction's ordinance applies the local charge to prepaid mobile telephony services;

(b) the amount of the rate charged for access to local 911 emergency telephone systems or access to communications services complies with the requirements of section 42102.5; and/or applies the tiered rate for the utility user tax, as identified in section 42102.

(c) The local jurisdiction shall further certify that it agrees to indemnify and to hold harmless the Board, its officers, agents, and employees for any and all liability for damages that may result from the Board's collection pursuant to this Agreement.

11. Submitting signed documents to the Board to include agreement(s), certification, copy of ordinance(s), and resolution(s).

12. Providing payment to the Board of the local jurisdiction's pro rata share of the Board's cost of collection and administration as established pursuant to subdivision (e) of section 42020.

ARTICLE IV LOCAL CHARGES

A. Local Charges – Timeliness – This part shall remain in effect until proposed California Code of Regulations, title 18, section 2460 is adopted by the Board and approved by the Office of Administrative Law.

1. Ordinances in effect as of September 1, 2015.

On or after January 1, 2016, a local charge imposed by a local jurisdiction on prepaid mobile telephony services shall be collected from the prepaid consumer by a seller at the same time and in the same manner as the prepaid MTS surcharge is collected under Part 21 (commencing with section 42001) provided that, on or before September 1, 2015, the local jurisdiction enters into a contract with the Board pursuant to section 42101.5. Thereafter, all subsequently enacted local charges, increases to local charges, or other changes thereto, shall become operative pursuant to paragraphs (2), (3), and (4).

2. New charges. When a local jurisdiction adopts a new local charge after September 1, 2015, the local jurisdiction shall enter into a contract with the Board, pursuant to section 42101.5, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.

3. Increases in local charges. When a local jurisdiction increases an existing local charge after September 1, 2015, the local jurisdiction shall provide the Board written notice of the increase, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.

4. Inaccurate rate posted on the Board's website. When a local jurisdiction notifies the Board in writing that the rate posted on the Board's Internet Web site (posted rate) for a local charge imposed by that local jurisdiction is inaccurate, including scenarios where the local charge was reduced or eliminated, the recalculated rate applicable to the local jurisdiction shall become operative on the first day of the calendar quarter commencing more than 60 days from the date the Board receives the local jurisdiction's written notification that the posted rate is inaccurate.

A. Local Charges – Timeliness – This part shall take effect and supersede the above “Local Charges – Timeliness section when California Code of Regulations, title 18, section 2460 is adopted by the Board and approved by the Office of Administrative Law.

1. Ordinances in effect as of September 1, 2015. On or after January 1, 2016, a local charge imposed by a local jurisdiction on prepaid mobile telephony services shall be collected from the prepaid consumer by a seller at the same time and in the same manner as the prepaid MTS surcharge is collected under Part 21 (commencing with section 42001) provided that, on or before September 1, 2015, the local jurisdiction enters into a contract with the Board pursuant to section 42101.5.

In the event a local jurisdiction does not enter into a contract with the Board by September 1, 2015, the local jurisdiction may enter into a contract with the Board, pursuant to section 42101.5, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year. Thereafter, all subsequently

enacted local charges, increases to local charges, or other changes thereto, shall become operative pursuant to paragraphs (2), (3), (4) and (5) of this subdivision.

2. New charges. When a local jurisdiction adopts a new local charge after September 1, 2015, the local jurisdiction shall enter into a contract with the Board, pursuant to section 42101.5, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.

3. Increases in local charges. When a local jurisdiction increases an existing local charge after September 1, 2015, the local jurisdiction shall provide the Board written notice of the increase, on or before December 1st, with collection of the local charge to commence April 1st of the next calendar year.

4. Advance written notification. When a local charge is about to expire or decrease in rate, the local jurisdiction imposing the local charge shall notify the Board in writing of the upcoming change, not less than 110 days prior to the date the local charge is scheduled to expire or decrease. The change shall become operative on the first day of the calendar quarter commencing after the specified date of expiration or decrease in rate.

If advance written notice is provided less than 110 days prior to the specified date of expiration or decrease in rate, the change shall become operative on the first day of the calendar quarter commencing more than 60 days after the specified date of expiration or decrease.

5. Inaccurate Rate Posted on the Board's Web site. When a local jurisdiction notifies the Board in writing that the rate posted on the Board's Internet Web site (posted rate) for a local charge imposed by that local jurisdiction is inaccurate, including scenarios where the local charge was reduced or eliminated and the local jurisdiction failed to provide advance written notice pursuant to paragraph 4 of this subdivision, the recalculated rate applicable to the local jurisdiction shall become operative on the first day of the calendar quarter commencing more than 60 days from the date the Board receives the local jurisdiction's written notification that the posted rate is inaccurate. The local jurisdiction shall promptly notify the Board in writing of any such discrepancies with the posted rate that are known or discovered by the local jurisdiction.

ARTICLE V COMPENSATION

The local jurisdiction agrees to pay the Board its pro rata share of the Board's cost of collection and administration of the local charges, as established pursuant to section 42020, subdivision (e). Such amounts shall be deducted from the local charges collected by the Board for the local jurisdiction.

ARTICLE VI MISCELLANEOUS PROVISIONS

A. Communications. Communications and notices may be sent by first-class United States Mail. A notification is complete when deposited in the mail. Communications and notices to be sent to the Board shall be addressed to:

State Board of Equalization
P.O. Box 942879 MIC: 27
Sacramento, California 94279-0001

Attention: Supervisor,
Local Revenue Allocation Unit

Communications and notices to be sent to the local jurisdiction shall be addressed to:

B. Term. The date of this Agreement is the date on which it is approved by the Department of General Services. The Agreement shall take effect on the first day of the calendar quarter next succeeding the date of such approval, but in no case before the operative date of the local jurisdiction's ordinance, nor on a day other than the first day of a calendar quarter. This Agreement shall be renewed automatically from year to year until January 1, 2020, when the Local Charge Act is repealed, unless a statute enacted prior to that date extends that date. In such event, this Agreement will continue to renew automatically from year to year to the date authorized by statute.

STATE BOARD OF EQUALIZATION

By _____
Administrator,
Return Analysis and Allocation Section

LOCAL
JURISDICTION _____

By _____
(Signature on this line)

(Type name here)

(Type title here)



CITY OF HUNTINGTON PARK

Parks and Recreation Department
City Council Agenda Report

September 21, 2015

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

DISCUSSION AND CONSIDERATION OF CONCESSION STAND AT KELLER PARK

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Consider demolition of the current Concession Stand at Keller Park; and/or
2. Direct staff to research additional vendors and provide Council with additional options.

BACKGROUND

In 2007, the most recent operator Debbie Kim took over the long established concession stand at Keller Park. She has been offering a variety of hot and cold foods to both city staff and park attendees. In 2015, Debbie Kim submitted a letter stating that she was going to close the stand due to health reasons and her desire to retire.

The concession stand had been well received by city staff and park attendees and with the unforeseen retirement of the operator, city staff has met and discussed the future of the site.

To date staff has done the following:

- Requested an inspection from City Building Inspector Bill Dorman. Per the report, it was found to be non-compliant (attached).
- Requested bids from contractor to repair the building. (Attached are two informal quotes).
- Requested quote from Public Works to demolish the building. The cost to demolish the building and concrete is \$650.00, UPW will provide bins at no additional cost.
- Met with various types of food vendors

Based on the current condition of the concession stand the Public Works Department does not recommend that we invest in extensive repairs. The cost of those repairs range in price from \$69,000 to \$75,000. Per the City's current financial situation, this

DISCUSSION AND CONSIDERATION OF CONCESSION STAND AT KELLER PARK

September 21, 2015

Page 2 of 3

expenditure is not a budgeted item. However, there are other possible options to consider:

- Food Truck
- Portable Food Cart or Kiosk
- Local Restaurant with mobile cooking cart

FISCAL IMPACT/FINANCING

Due to the City's current financial situation the City of Huntington Park may not be prepared to make an investment to renovate the concession stand however, if we select the option to demolish the building there is a fee of \$650 per the Public Works Department. The funds for the demolition are budgeted in the Public Works Street Maintenance account no. 111-8010-431-61-21.

Please note that the only item budgeted for this project for this fiscal year is the demolition cost. Funding for any proposed renovations of the concession stand have not been budgeted under the current fiscal year.

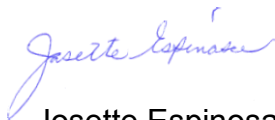
CONCLUSION

Upon Council direction, staff will move forward with researching further vendors and options that are appropriate for the site and bring options to the City Council for consideration.

Respectfully submitted,



JOHN A. ORNELAS
Interim City Manager



Josette Espinosa
Director of Parks and Recreation

ATTACHMENTS

- A: Inspection Report
- B: Quotes
- C: Demolition Cost

City of Huntington Park

Food Service Building - Located --- Miles Park

Date of Inspection: 06/11/2015 2:30 pm

Inspection by Bill Dorman,CBO, Huntington Park Building & Safety

The following observations of conditions are noted below during a visual inspection.

- The building has numerous code violations throughout both the interior and exterior.
- The wood shake Mansard roof is in poor condition and it appears in need of replacement.
- The flat portion of the roof shows evidence of leaking.
- The kitchen does not have a compliant Type I grease hood with fire suppression system over the grill and deep fryer.
- The kitchen has open hazardous wiring in several locations.
- The kitchen equipment (deep fryer & grill) are in disrepair and unsanitary.
- There are no air curtains at any of the doors or windows, possible Health Department violation.
- It appears that the makeup air in the kitchen is inoperable.
- The exit door hardware is noncompliant.
- The exit door landing and steps are noncompliant.
- The serving counter is in disrepair and unsanitary.
- There is no finish flooring and cove base (deteriorated and needs complete replacement).
- There is a small cast iron grease interceptor under the 3-compartment sink that is nonfunctional.

ESTIMATE / BID-PROPOSAL

DATE:

ESTIMATE N

ESTIMATE SUBMIT TO:

Name: Claude Bilodeau
Address: 6550 Miles Ave
City: Huntington Pa State: CA Zip: 90255
Telephone: 323-397-0225 FAX:

WORK TO BE PERFORMED:

Name: same
Address: same
City:
Telephone:

Construction To Begin: upon contract signing

Contract Completion Date:
We hereby propose to furnish all materials and necessary equipment, and perform all labor necessary to complete the work.

build a new snack shack on existing foundation
plumbing will be done per code to approved plans
repair and add electric plugs and switches as needed per code
Drywall inside wall plaster and paint
stucco outside walls and color as per plan
install new A/C unit as per plan
owner will provide trash bin and will pay permits as agreed.

TOTAL:

\$69,500

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawing and specifications submitted for above work and completed in a substantial workmanlike manner for the sum of seventy five thousand

payments to be made as follows: to be determined upon contract signing
You, the homeowner (buyer) or tenant have the right to require the contractor to furnish performance bond. You, the buyer, may cancel this transaction at any time prior to midnight business day after the date of this transaction. Cancellation by the buyer after the right to

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Any contractor who is not licensed and regulated by the Contractors' State License Board has jurisdiction to investigate complaints against contractors if a complaint regarding a particular project is filed within four years of the date of the alleged violation. A complaint regarding a late payment pertaining to structural defects must be filed within 10 years of the date of the alleged violation concerning a contractor may be referred to the Registrar, Contractors' State License Board,

Respectfully Submitted.

Contractor's Name: DMI Construction Inc.
By: Danny Mizrah Rep:
Contractor's License #: 852091

Address: 17941 Ventura
City: Encino
8557674262

Acceptance of Proposal.

Date: _____ (Owner Name)
Note: This proposal may be withdrawn by us if not accepted within 7 days.

AGC Inc. #993799 Class A,B

Estimate

Po Box 21408

Bakersfield

CA 93390

| Date | Estimate # |
|----------|------------|
| 8/8/2015 | 2595 |

| Name / Address |
|--|
| 6550 Miles ave Huntington Park, Ca 90255 |

| Project | | | |
|--|-----|---|---|
| Description | Qty | Rate | Total |
| demo and strip down rough electrical new mini split HVAC and ventilation ducting new windows and door wall and roof framing new torch down roof and Spanish tile around eve new lath and stucco to match area buildings replace all interior fixtures new to match existing including interior exterior MDF countertops at serving areas roll down lockable doors at serving area glass front and sides new flooring ceramic tile kitchen grade FRP walls at kitchen new drywall texture at reception area paint interior appliance allowance | | 6,700.00 4,400.00 6,300.00 3,900.00 4,500.00 7,950.00 8,550.00 12,500.00 7,500.00 3,500.00 3,500.00 2,900.00 2,500.00 | 6,700.00 4,400.00 6,300.00 3,900.00 4,500.00 7,950.00 8,550.00 12,500.00 7,500.00 3,500.00 3,500.00 2,900.00 2,500.00 |
| Total | | | \$74,700.00 |



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

September 21, 2015

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

APPROVE THE 2015-2016 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT AGREEMENT

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the Police Department to accept funding provided through the Selective Traffic Enforcement Program totaling \$126,000.00;
2. Authorize the Chief of Police, Interim Finance Director, Grant Director (Traffic Sergeant) to execute the Standard Agreement for FY 15-16 for Selective Traffic Enforcement Program (STEP), between the City of Huntington Park and the State of California Office of Traffic Safety; and
3. Appropriate the amount of \$94,500 in the City's FY 15-16 Budget for the overtime, equipment purchases, and training specified within this report.

BACKGROUND

The California Office of Traffic Safety (OTS) strives to eliminate traffic collision deaths and injuries. In an effort to do so, OTS designates grant funds for local and state public agencies to implement programs that help enforce traffic laws; educate the public about traffic safety; and to provide varied and effective ways of reducing fatalities, injuries, and monetary losses from traffic collisions. OTS uses several criteria such as potential traffic safety impact, traffic collision statistics, the seriousness of identified problem(s), and performance under previous grants to award grant funds on a competitive basis.

The OTS goal is to help agencies develop traffic safety programs that contribute toward their vision of "Toward zero deaths, every 1 counts."

A 2011 OTS study on alcohol-involved traffic collisions involving 101 California cities with similar demographics as Huntington Park found that Huntington Park ranked:

APPROVE THE 2015-2016 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT AGREEMENT

September 21, 2015

Page 2 of 3

- 20th in terms of the total number of fatalities or injuries resulting from a collision involving alcohol.
- 49th in terms of collisions involving drunk drivers under the age of 21.
- 55th in terms of collisions involving drunk drivers between the ages of 21 and 34.
- 5th in terms of pedestrian-involved collisions
- 7th in terms of bicycle-involved collisions

By conducting specific enforcement, through DUI Checkpoints; saturation patrols; enforcement related to pedestrian and bicycle safety; and providing traffic education to members of the public, the Department anticipates a decrease in traffic collisions, with the expectation of a safer traffic environment for all.

Upon entering into this agreement with the OTS, the Department will receive grant funds to pay for selected traffic strategies

FISCAL IMPACT/FINANCING

No matching funds are required to receive these grant funds. OTS awards funds on a reimbursement basis. Agencies receiving OTS awards must spend funds to complete projects, and submit for the reimbursement from the State. General fund monies used to complete this project will be reimbursed by the grant program.

This grant is funded with Federal funds. As a result the funds are programmed for the Federal Fiscal Year of 2015-16 (October 1, 2015 to September 30, 2016). This requires that the Council approve the appropriation of \$94,500 (75% of the total grant amount) in the City's current FY 2015-16 budget. The Police Department is responsible for requesting the appropriation of the remaining \$31,500 (25% of the total grant amount) as part of the City's FY 2016-17 budget. The State will pay the grant funds on a reimbursement basis. The Police Department will submit monthly reimbursements until the project is completed. The grant funds received will replenish the account established for this purpose.

This activity is being funded by the awarded amount of \$126,000. We are requesting an appropriation totaling \$94,500 for FY 2015-16 from the following accounts:

| Account | Purpose | Amount |
|--------------------|--|-----------------|
| 224-7115-421.13-00 | Police Department overtime | \$89,685 |
| 224-7115-424.64-00 | Supplies, travel, and training | \$4,815 |
| | Total AFY 2015-16 Apportionment | \$94,500 |

LEGAL AND PROGRAM REQUIREMENTS

The Police Department submitted a project proposal to the OTS to conduct selective traffic programs and to purchase equipment for the safe operations of checkpoints. The Grant Proposal was approved by the State. Funding for this project will be through 2015-2016

APPROVE THE 2015-2016 SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) GRANT AGREEMENT

September 21, 2015

Page 3 of 3

for the Selective Traffic Enforcement Program (STEP). The Department has been approved \$126,000.00 to stage four checkpoints; twelve DUI saturation patrols; nine traffic enforcement operations; two distracted driving operations; one traffic safety educational presentation; and nine bicycle and pedestrian enforcement operations throughout the grant period. Additionally, \$4,420.00 of the grant will be designated for the purchase equipment, and 2,000.00 for travel and training expenses.

The OTS has submitted a contract based on the budget we proposed. The contract has been reviewed by the City Attorney and is pending City Council approval. If approved by the City Council, the contract will be finalized by the OTS, who will then fund this project.

CONCLUSION

Upon approval by the City Council:

1. The Chief of Police, Finance Director, Grant Director (Traffic Sergeant) will execute the Standard Agreement for Fiscal Year 2015-2016 for the Selective Traffic Enforcement Program (STEP), between the City of Huntington Park and the State of California Office of Traffic Safety,
2. The City Clerk will forward the executed agreement to State of California Office of Traffic Safety,
3. Huntington Park Police Department will begin executing the proposed goals and objectives; not to exceed \$94,500 for FY 2015-16 by the grant.

Respectfully submitted,



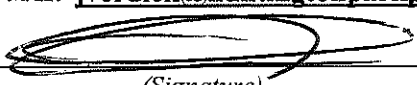
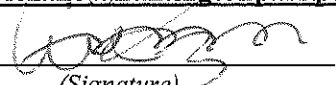
JOHN A. ORNELAS
Interim City Manager



COSME LOZANO
Chief of Police

ATTACHMENTS

- A. 2015-2016 Selective Traffic Enforcement Program Grant Agreement

| | |
|---|--|
| 1. GRANT TITLE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM (STEP) | |
| 2. NAME OF AGENCY CITY OF HUNTINGTON PARK | 4. GRANT PERIOD From: 10/1/15 To: 9/30/16 |
| 3. AGENCY UNIT TO ADMINISTER GRANT HUNTINGTON PARK POLICE DEPARTMENT | |
| 5. GRANT DESCRIPTION To reduce the number of persons killed and injured in traffic crashes involving alcohol and other primary collision factors, "best practice" strategies will be conducted. The funded strategies may include: DUI checkpoints, DUI saturation patrols, warrant service operations, stakeout operations, a "HOT Sheet" program, educational presentations, and court stings. The program may also concentrate on speed, distracted driving, seat belt enforcement, operations at intersections with disproportionate numbers of traffic crashes, and special enforcement operations encouraging motorcycle safety. These strategies are designed to earn media attention thus enhancing the overall deterrent effect. | |
| 6. FEDERAL FUNDS ALLOCATED UNDER THIS AGREEMENT SHALL NOT EXCEED: \$ 126,000.00 | |
| 7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement: <ul style="list-style-type: none"> Schedule A (OTS-38b) – Problem Statement, Goals and Objectives and Method of Procedure Schedule B (OTS-38d) – Detailed Budget Estimate and Sub-Budget Estimate (if applicable) Schedule B-1 (OTS-38f) – Budget Narrative and Sub-Budget Narrative (if applicable) Exhibit A – Certifications and Assurances Exhibit B* - OTS Grant Program Manual <p>*Items shown with an asterisk (*), are hereby incorporated by reference and made a part of this agreement as if attached hereto. These documents can be viewed at the OTS home web page under Grants: www.ots.ca.gov.</p> <p>We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the above described Grant terms and conditions.</p> <p>IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.</p> | |
| 8. APPROVAL SIGNATURES | |
| A. GRANT DIRECTOR NAME: Jesus Verdiell PHONE: 323-584-6254 TITLE: Sergeant FAX: 323-584-1137 ADDRESS: 6542 Miles Avenue Huntington Park, CA 90255-4302 E-MAIL: jverdiell@huntingtonparkpd.org  8/31/15 <div style="display: flex; justify-content: space-between; width: 100%;"> (Signature) (Date) </div> | B. AUTHORIZING OFFICIAL OF AGENCY NAME: Cosme Lozano PHONE: 323-826-6628 TITLE: Chief of Police FAX: 323-584-1137 ADDRESS: 6542 Miles Avenue Huntington Park, CA 90255-4302 E-MAIL: clozano@huntingtonparkpd.org  9-15-15 <div style="display: flex; justify-content: space-between; width: 100%;"> (Signature) (Date) </div> |
| C. FISCAL OR ACCOUNTING OFFICIAL NAME: Jan Mazyck PHONE: 323-584-6201 TITLE: Finance Director FAX: 323-588-2657 ADDRESS: 6550 Miles Avenue Huntington Park, CA 90255-4302 E-MAIL: jmazyck@hpcg.gov <div style="display: flex; justify-content: space-between; width: 100%;"> (Signature) (Date) </div> | D. OFFICE AUTHORIZED TO RECEIVE PAYMENTS NAME: Finance Department ADDRESS: 6550 Miles Avenue Huntington Park, CA 90255-4302 |
| 9. DUNS NUMBER DUNS #: 070657085 REGISTERED ADDRESS & ZIP: 6550 Miles Avenue Huntington Park, CA 90255-4302 | |

GRANTS MADE EASY - STEP
SCHEDULE A
GRANT DESCRIPTION
GRANT NO. PT1693

PAGE 1

1. PROBLEM STATEMENT

The City of Huntington Park is a culturally diverse community with a population of 58,879 (US Census Bureau: 2013). Located approximately ten miles southeast of Downtown Los Angeles, this urban area is a mix of single family and multi-unit housing, commercial establishments, light industry, and one major hospital. The City is governed by a Mayor and a four member City Council, and has provided local law enforcement services since incorporation in 1906.

In recent years, the Department has noticed a steady number of traffic collisions that have occurred in the City. Since 2011 (177), traffic collisions have remained consistent with a slight decrease in 2013 (138 collisions.) The number of victims involved in traffic collisions during the same time period has also remained consistent (approximately 200 victims), with again a slight decrease in 2013 (182 victims.)

The Department has also observed one fatality in 2011, where the driver speed and/or driving under the influence were the primary collision factors. Since 2011, the Department has not observed a fatality, but during the first quarter of 2015 the department has observed 1 fatality, where the driver's speed and/or driving under the influence were the primary collision factors.

The number of DUI arrests has also significantly decreased over the past two years. In 2012, a total of 367 drivers were arrested for DUI. During 2013, the number of DUI arrests decreased to 197; approximately 53 percent decrease. During 2014, the number again decreased to 187 DUI arrests. Furthermore, during the same time (2014) period traffic collisions involving intoxicated drivers account for slightly over 14 percent of all traffic collisions. We attribute the decrease of DUI arrests to the lack of man power and resources, due to financial cuts. Therefore, alcohol involved traffic collisions have increased throughout the years.

Preliminary statistics for the first quarter of the current year (January to April 2015) indicate that alcohol involved, hit and run, and pedestrian collisions are currently on pace to increase when compared 2014 statistics. Comparing also to statistics from January 1st – April 31st (2011-2013), victims from alcohol-involved collisions are on pace to increase based on first quarter statistics. Both hit and run and pedestrian collisions increased by approximately 10 percent. Nighttime collisions are also on pace to increase by approximately 10 percent.

In addition to the aforementioned increase in traffic collisions and alcohol involved traffic collisions, the City anticipates a significant increase in vehicle and pedestrian traffic due to the lack of man power and focused enforcement during night time hours.

An increase in traffic collisions combined with the anticipated increase in vehicle and pedestrian traffic has led the Department to actively seek solutions to increase traffic safety within the community. The Department hopes to obtain funding to conduct several traffic enforcement details to reduce the number of traffic collisions and victims by targeting drivers that are engaged in driving habits that have been identified as primary collision factors. This includes: speed, driving under the influence, and inattentive/distracted drivers.

**GRANTS MADE EASY - STEP
SCHEDULE A
GRANT DESCRIPTION
GRANT NO. PT1693**

PAGE 2

A. Traffic Data Summary:

| Collision Type | 2012 | | | | 2013 | | | | 2014 | | | |
|--|--------------------|--------|---------|---------|------------|--------|---------|---------|------------|--------|---------|---------|
| | Collisions | | Victims | | Collisions | | Victims | | Collisions | | Victims | |
| Fatal | 1 | | 1 | | 0 | | 0 | | 0 | | 0 | |
| Injury | 153 | | 202 | | 138 | | 182 | | 170 | | 227 | |
| | Fatal | Injury | Killed | Injured | Fatal | Injury | Killed | Injured | Fatal | Injury | Killed | Injured |
| Alcohol - Involved | 0 | 26 | 0 | 34 | 0 | 11 | 0 | 20 | 0 | 28 | 0 | 34 |
| Hit & Run | 33 | 0 | 23 | 0 | 27 | 0 | 15 | 19 | 0 | 28 | 0 | 36 |
| Nighttime (2100-0259 hours) | 0 | 19 | 0 | 24 | 0 | 13 | 0 | 22 | 0 | 22 | 0 | 34 |
| Top 3 Primary Collision Factors | | | | | | | | | Fatal | Injury | Killed | Injured |
| #1 - | Improper Turning | | | | | | | | 0 | 46 | 0 | 50 |
| #2 - | Unsafe Speed | | | | | | | | 1 | 80 | 1 | 115 |
| #3 - | Auto R/W Violation | | | | | | | | 0 | 89 | 0 | 116 |

2. PERFORMANCE MEASURES

A. Goals:

- 1) To reduce the number of persons killed in traffic collisions.
- 2) To reduce the number of persons injured in traffic collisions.
- 3) To reduce the number of persons killed in alcohol-involved collisions.
- 4) To reduce the number of persons injured in alcohol-involved collisions.
- 5) To reduce the number of persons killed in drug-involved collisions.
- 6) To reduce the number of persons injured in drug-involved collisions.
- 7) To reduce the number of persons killed in alcohol/drug combo-involved collisions.
- 8) To reduce the number of persons injured in alcohol/drug combo-involved collisions.
- 9) To reduce the number of motorcyclists killed in traffic collisions.
- 10) To reduce the number of motorcyclists injured in traffic collisions.
- 11) To reduce the number of motorcyclists killed in alcohol-involved collisions.
- 12) To reduce the number of motorcyclists injured in alcohol-involved collisions.

GRANTS MADE EASY - STEP
SCHEDULE A
GRANT DESCRIPTION
GRANT NO. PT1693

PAGE 3

- 13) To reduce hit & run fatal collisions.
- 14) To reduce hit & run injury collisions.
- 15) To reduce nighttime (2100 - 0259 hours) fatal collisions.
- 16) To reduce nighttime (2100 - 0259 hours) injury collisions.
- 17) To reduce the number of bicyclists killed in traffic collisions.
- 18) To reduce the number of bicyclists injured in traffic collisions.
- 19) To reduce the number of pedestrians killed in traffic collisions.
- 20) To reduce the number of pedestrians injured in traffic collisions.

B. Objectives:

- 1) To develop (by December 31) and/or maintain a "HOT Sheet" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated HOT sheets should be distributed to patrol and traffic officers monthly.
- 2) To send 4 law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hour) POST-certified training.
- 3) To send 4 law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.
- 4) To conduct 4 DUI/DL Checkpoints. *Note: A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the NHTSA Summer Mobilization.*
- 7) To conduct 12 DUI Saturation Patrol operation(s).
- 8) To conduct 9 Traffic Enforcement operation(s), including but not limited to, primary collision factor violations.
- 9) To conduct 2 Distracted Driving enforcement operation(s) targeting drivers using hand-held cell phones and texting.

GRANTS MADE EASY - STEP
SCHEDULE A
GRANT DESCRIPTION
GRANT No. PT1693

PAGE 4

- 10) To conduct 1 Traffic Safety educational presentations with an effort to reach 100 community members. *Note: Presentations may include topics such as distracted driving, DUI, speed, bicycle & pedestrian safety, seatbelts and child passenger safety.*
- 11) To conduct 9 highly publicized enforcement operation(s) in areas of or during events with a high number of bicycle and/or pedestrian collisions resulting from violations made by bicyclists, pedestrians, and drivers.
- 12) To participate in and collect and report DUI enforcement data for the NHTSA Winter and Summer Mobilizations.
- 13) To participate in and collect and report data for the National Distracted Driving Awareness Month in April.
- 14) To participate in and collect and report data for the NHTSA Click It or Ticket mobilization period in May.
- 15) To participate in the National Bicycle Safety Month in May.
- 16) To collaborate with the county's Avoid Lead Agency by: participating in all planning/scheduling meetings and MADD/Avoid DUI Seminars; providing your agency's schedule of operations that occur during any Avoid campaign; and reporting your agency's DUI arrests & DUI fatality information during any Avoid campaign.

***NOTE:** Nothing in this "agreement" shall be interpreted as a requirement, formal or informal, that a particular police officer issue a specified or predetermined number of citations in pursuance of the goals and objectives hereunder.*

***NOTE:** To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release for each checkpoint operation. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoint operations should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception basis and with OTS pre-approval will OTS fund checkpoint operations that begin prior to 1800 hours.*

3. METHOD OF PROCEDURE

A. Phase 1 - Program Preparation, Training and Implementation (1st Quarter of Grant Year)

- The police department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- All training needed to implement the program should be conducted this quarter.

GRANTS MADE EASY - STEP
SCHEDULE A
GRANT DESCRIPTION
GRANT NO. PT1693

PAGE 5

- All grant related purchases needed to implement the program should be made this quarter.
- In order to develop/maintain the “Hot Sheets,” research will be conducted to identify the “worst of the worst” repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The Hot Sheets may include the driver’s name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. Hot Sheets should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high collision locations.

Media Requirements

- Issue a press release announcing the kick-off of the grant by November 15. The kick-off press releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 14 days prior to the issuance date of the release.

B. Phase 2 - Program Operations (Throughout Grant Year)

- The police department will work to create media opportunities throughout the grant period to call attention to the innovative program strategies and outcomes.

Media Requirements

- Send all grant-related activity press releases, media advisories, alerts and general public materials to the OTS Public Information Officer (PIO) at pio@ots.ca.gov, with a copy to your OTS Coordinator.
 - a) If an OTS template-based press release is used, the OTS PIO and Coordinator should be copied when the release is distributed to the press. If an OTS template is not used, or is substantially changed, a draft press release shall be sent to the OTS PIO for approval. Optimum lead time would be 10-20 days prior to the release date to ensure adequate turn-around time.
 - b) Press releases reporting the results of grant activities such as enforcement operations are exempt from the recommended advance approval process, but still should be copied to the OTS PIO and Coordinator when the release is distributed to the press.
 - c) Activities such as warrant service operations and court stings that could be compromised by advanced publicity are exempt from pre-publicity, but are encouraged to offer embargoed media coverage and to report the results.

**GRANTS MADE EASY - STEP
SCHEDULE A
GRANT DESCRIPTION
GRANT NO. PT1693**

PAGE 6

- Use the following standard language in all press, media, and printed materials: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator at least 30 days in advance, a short description of any significant grant-related traffic safety event or program so OTS has sufficient notice to arrange for attendance and/or participation in the event.
- Submit a draft or rough-cut of all printed or recorded material (brochures, posters, scripts, artwork, trailer graphics, etc.) to the OTS PIO at pio@ots.ca.gov and copy your OTS Coordinator for approval 14 days prior to the production or duplication.
- Include the OTS logo, space permitting, on grant-funded print materials; consult your OTS Coordinator for specifics.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

- Agencies are required to collect and report quarterly, appropriate data that supports the progress of goals and objectives.
- Statistical data relating to the grant goals and objectives will be collected, analyzed, and incorporated in Quarterly Performance Reports (QPRs). QPRs for the quarter ending September 30 will include year-to-date comparisons of goals and objectives. If required, a separate quarterly data reporting form will be completed each quarter and submitted as part of the QPR.
- Reports will compare actual grant accomplishments with the planned accomplishments. They will include information concerning changes made by the Grant Director in planning and guiding the grant efforts.
- Reports shall be completed and submitted in accordance with OTS requirements as specified in the Grant Program Manual.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the “Final Evaluation” section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant’s accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full support of the City of Huntington Park. Every effort will be made to continue the activities after the grant conclusion.

SCHEDULE B
DETAILED BUDGET ESTIMATE
GRANT NO. PT1693

| FUND NUMBER | CATALOG NUMBER (CFDA) | FUND DESCRIPTION | TOTAL AMOUNT |
|-------------|--------------------------|--|-----------------|
| 402PT | 20.600 | STATE AND COMMUNITY HIGHWAY SAFETY | \$ 48,000.00 |
| 164AL | 20.608 | MINIMUM PENALTIES FOR REPEAT OFFENDERS FOR DRIVING WHILE INTOXICATED | \$ 78,000.00 |

| COST CATEGORY | FISCAL YEAR ESTIMATES 10/1/15 thru 9/30/16 | | | TOTAL COST TO GRANT |
|-----------------------------------|---|----------------------|--|------------------------|
| A. PERSONNEL COSTS | CFDA | FY-1 | | |
| Positions and Salaries | | | | |
| Overtime | | | | |
| DUI/DL Checkpoints | 20.608 | \$ 42,988.00 | | \$ 42,988.00 |
| DUI Saturations | 20.608 | \$ 30,592.00 | | \$ 30,592.00 |
| Traffic Enforcement Operations | 20.600 | \$ 22,833.00 | | \$ 22,833.00 |
| Bicycle and Pedestrian Operations | 20.600 | \$ 17,127.00 | | \$ 17,127.00 |
| Distracted Driving Operations | 20.600 | \$ 6,040.00 | | \$ 6,040.00 |
| Category Sub-Total | | \$ 119,580.00 | | \$ 119,580.00 |
| B. TRAVEL EXPENSE | | | | |
| In-State | 20.600 | \$ 2,000.00 | | \$ 2,000.00 |
| Category Sub-Total | | \$ 2,000.00 | | \$ 2,000.00 |
| C. CONTRACTUAL SERVICES | | | | |
| None | | | | |
| Category Sub-Total | | | | |
| D. EQUIPMENT | | | | |
| None | | | | |
| Category Sub-Total | | | | |
| E. OTHER DIRECT COSTS | | | | |
| DUI Checkpoint Supplies | 20.608 | \$ 3,720.00 | | \$ 3,720.00 |
| PAS Device/Calibration | 20.608 | \$ 700.00 | | \$ 700.00 |
| Category Sub-Total | | \$ 4,420.00 | | \$ 4,420.00 |
| F. INDIRECT COSTS | | | | |
| None | | | | |
| Category Sub-Total | | | | |
| GRANT TOTAL | | \$ 126,000.00 | | \$ 126,000.00 |

SCHEDULE B-1
GRANT NO. PT1693

BUDGET NARRATIVE

Page 1

PERSONNEL COSTS

Overtime

Overtime for grant funded law enforcement operations may be conducted by personnel such as a Lieutenant, Sergeant, Corporal, Deputy, Officer, Community Services Officer, Dispatcher, etc., depending on the titles used by the agency and the grantees overtime policy. Personnel will be deployed as needed to accomplish the grant goals and objectives.

Costs are estimated based on an overtime hourly rate range of \$47.39/hour to \$82.55/hour.

Overtime reimbursement will reflect actual costs of the personnel conducting the appropriate operation up to the maximum range specified. No benefits will be paid in this grant.

TRAVEL EXPENSE

In State

Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the Lifesavers Conference. *All conferences, seminars or training not specifically identified in the Schedule B-1 (Budget Narrative) must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.*

CONTRACTUAL SERVICES - None

EQUIPMENT - None

OTHER DIRECT COSTS

DUI Checkpoint Supplies - on-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS device supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. *Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.*

1 PAS Devices/Calibration Supplies - preliminary alcohol screening devices to detect the presence of alcohol in a person's breath and calibration supplies to ensure accuracy. Costs may include mouth pieces, gas and accessories.

INDIRECT COSTS - None

PROGRAM INCOME

There will be no program income generated from this grant.

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

Page 1

Failure to comply with applicable Federal statutes, regulations, and directives may subject Grantee Agency officials to civil or criminal penalties and/or place the State in a high risk grantee status in accordance with 49 CFR §18.12.

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended
- 49 CFR Part 18—Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments
- 23 CFR Part 1200—Uniform Procedures for State Highway Safety Grant Programs

NONDISCRIMINATION

The Grantee Agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and the Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended (42 U.S.C. 12101, *et seq.*), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) the Civil Rights Restoration Act of 1987 (Pub. L. 100-259), which requires Federal-aid recipients and all sub-recipients to prevent discrimination and ensure nondiscrimination in all of their programs and activities; (f) the Drug Abuse Office and Treatment Act of 1972 (Pub. L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (g) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (Pub. L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (h) Sections 523 and 527 of the Public Health Service Act of 1912, as amended (42 U.S.C. 290dd-3 and 290ee-3), relating to confidentiality of alcohol and drug abuse patient records; (i) Title VIII of the Civil Rights Act of 1968, as amended (42 U.S.C. 3601, *et seq.*), relating to nondiscrimination in the sale, rental or financing of housing; (j) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (k) the requirements of any other nondiscrimination statute(s) which may apply to the application.

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

Page 2

BUY AMERICA ACT

The Grantee Agency will comply with the provisions of the Buy America Act (49 U.S.C. 5323(j)), which contains the following requirements:

Only steel, iron and manufactured products produced in the United States may be purchased with Federal funds unless the Secretary of Transportation determines that such domestic purchases would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. Clear justification for the purchase of non-domestic items must be in the form of a waiver request submitted to and approved by the Secretary of Transportation.

POLITICAL ACTIVITY (HATCH ACT)

The Grantee Agency will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508) which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

Page 3

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Instructions for Primary Certification

1. By signing and submitting this grant agreement, the Grantee Agency Official is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the Grantee Agency Official to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the Grantee Agency Official knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The Grant Agency Official shall provide immediate written notice to the department or agency to which this grant agreement is submitted if at any time the Grantee Agency Official learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *grant agreement*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and coverage sections of 49 CFR Part 29. You may contact the department or agency to which this grant agreement is being submitted for assistance in obtaining a copy of those regulations.
6. The Grantee Agency Official agrees by submitting this grant agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The Grantee Agency Official further agrees by submitting this grant agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

Page 4

eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

(1) The Grantee Agency Official certifies to the best of its knowledge and belief, that its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this grant agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/grant agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

(2) Where the Grantee Agency Official is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this grant agreement.

Instructions for Lower Tier Certification

1. By signing and submitting this grant agreement, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

Page 5

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to which this grant agreement is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms *covered transaction*, *debarred*, *suspended*, *ineligible*, *lower tier covered transaction*, *participant*, *person*, *primary covered transaction*, *principal*, *grant agreement*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 49 CFR Part 29. You may contact the person to whom this grant agreement is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this grant agreement that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this grant agreement that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions. (See below)
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR Part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR Part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

EXHIBIT A
CERTIFICATIONS AND ASSURANCES

Page 6

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this grant agreement, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this grant agreement.



CITY OF HUNTINGTON PARK

Police Department
City Council Agenda Report

September 21, 2015

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

AUTHORIZATION TO RENEW AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC. FOR CROSSING GUARD SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve renewal of agreement with All City Management Services, Inc. for Crossing Guard Services;
2. Authorize Interim City Manager to execute the agreement; and/or
3. Direct staff to determine if there are other companies that provide crossing guard services and consider advertising a request for proposal (RFP).

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

All City Management Services provides the City of Huntington Park with crossing guard services. The previous agreement with All City Management has expired. The renewal agreement shall end on June 30, 2016, or until terminated pursuant to the terms of this Agreement.

FISCAL IMPACT/FINANCING

The hourly rate for the services pursuant to this agreement is \$16.95 per hour of Crossing Guard services provided. In total All City Management will provide 6,822 hours of service.

Funds for these services have been allocated within the Police Department budget FY 15/16. The proposed agreement represents funds budgeted under account number 111-7022-421.56-41. The value of this agreement shall not exceed \$115,000.00.

AUTHORIZATION TO RENEW AGREEMENT WITH ALL CITY MANAGEMENT SERVICES, INC.

September 8, 2015

Page 2 of 2

CONCLUSION

Authorize the City Manager to execute the contractual agreement with All City Management Services, Inc.

Respectfully submitted,



JOHN A. ORNELAS
Interim City Manager



COSME LOZANO
Chief of Police

ATTACHMENTS

A: All City Management Services Agreement



**Agreement between the City Of Huntington Park and
All City Management Services, Inc.
For Crossing Guard Services**

This Agreement is made and entered into this 7th day of July, 2015, by and between the City of Huntington Park, a municipal corporation (hereinafter referred to as "City"), and All City Management Services, Inc., a California corporation (hereinafter referred to as "Contractor"). City and Contractor may be referred to individually as "party" or collectively as "the parties" in this Agreement.

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a period of time which commenced July 7, 2015, and shall end on June 30, 2016, or until terminated pursuant to the terms of this Agreement.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard." The Contractor is an independent Contractor and the Crossing Guards to be furnished by it shall at all times be its employees or agents and not those of the City.
3. The City's representative in dealing with the Contractor shall be designated by the Chief of Police. The Contractor's representative in dealing with the City shall be Baron Farwell during the term of this Agreement.
4. The City shall have the right to determine the hours for and locations where Crossing Guards shall be furnished by the Contractor. In addition, the City has the authority to add to and/or delete Crossing Guard locations at any time by providing written notice to the Contractor.
5. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with all terms of this Agreement.
6. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any regular Crossing Guard fails to report for work at the assigned time and location and agrees to provide immediate replacement.

7. The Contractor shall provide personnel trained as specified herein for the performance of duties of Crossing Guards. In the performance of their duties the Contractor and employees of the Contractor shall conduct themselves in accordance with the conditions and provisions of this Agreement and the laws and codes of the State of California pertaining to general pedestrian safety and school crossing areas which are hereby acknowledged and incorporated herein by reference.
8. Crossing Guard Services shall be provided by the Contractor at the designated locations on all days in which the designated schools in the City of Huntington Park are in session. The Contractor also agrees to maintain communication with the designated school to maintain proper scheduling.
9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. The Contractor shall also provide all Crossing Guards with hand held Stop Signs of appropriate size and color and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees, and shall provide and maintain liability insurance for all Crossing Guard activities performed under this Agreement including services provided by all agents and others working for and with Contractor. The Contractor will provide to the City appropriate Certificates of Insurance naming the City and its officials, officers and employees as an additional insured. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate for property damage and bodily injury; Umbrella Liability insurance of not less than \$8,000,000.00 per occurrence; and Auto Liability insurance of not less than \$1,000,000.00 per occurrence. Such insurance shall be primary with respect to any insurance maintained by the City and shall not call on the City's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the City, its officers, agents and interest of the City. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice by Certified Mail, Return Receipt Requested has been given to the Chief of Police, or designee for the City of Huntington Park.
11. Contractor agrees to indemnify the City, its Officers, employees and agents against, and will hold and save each of them harmless from, any and all actions, claims damages to persons or property, penalties, obligations or liabilities that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the intentional or negligent acts, errors, or omissions of Contractor, its agents, employees, subcontractors, or invitee, provided for herein.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.

- b) Contractor will promptly pay any judgment rendered against City, its officers, agents or employees for any such claims, damages, penalties, obligations or liabilities.
 - c) In the event City, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay City, its officers, agents, or employees, any and all costs and expenses incurred by City, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
- 12. Payment is due to Contractor within forty-five (45) days of receipt of Contractor's properly prepared invoice.
 - 13. Either party shall have the right to cancel this Agreement, with or without cause, by giving thirty (30) days written notice to the other.
 - 14. The Contractor shall not have the right to assign this Contract to any other person or firm except with the prior written consent of the City.
 - 15. The City agrees to pay the Contractor for the services rendered pursuant to this Agreement the sum of Sixteen Dollars and Fifty-Nine Cents, (\$16.59) per hour of Crossing Guard services provided. It is understood and agreed that the cost for providing Six Thousand, Eight Hundred and Twenty-Two (6,822) hours of service shall not exceed One Hundred and Thirteen Thousand One Hundred Seventy-Seven dollars (\$113,177.00).
 - 16. This Agreement may be amended or modified only by written agreement signed by both parties.
 - 17. All notices required by this Agreement and/or written communications sent by one party to the other shall be given to the City and Contractor personally in writing, or alternatively by first class mail, postage prepaid, addressed as follows:

City: City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255
Attention: City Manager

Contractor: All City Management Services
10440 Pioneer Blvd., Ste. #5
Santa Fe Springs, CA 90670
Attention: Demetra Farwell

The effective date of any notice or written communication shall be the date received by personal service, or 48 hours after deposit in the U.S. Mail as reflected by the official

U.S. Mail postmark. Either party may change its address by giving notice in writing to the other party as provided in this Agreement.

18. Contractor is an independent contractor and not an employee of the City. Contractor shall not, at any time or in any manner, represent that it or any of its principals or employees are employees of the City. All personnel to be utilized by Contractor in the performance of this Agreement shall be employees of Contractor and not employees of the City. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to its employees and shall be responsible for all applicable withholding taxes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

City
City of Huntington Park

Contractor
All City Management Services, Inc.

By _____
Karina Macias, Mayor

By  7/29/15
Demetra Farwell, Corporate Secretary

Attest:

By _____
Donna Schwartz, City Clerk

4851-7271-4022, v. 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/2/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|--|---|
| PRODUCER ROBERTS & CROW, INC. 12221 Merit Drive Suite 300 Dallas TX 75251 | CONTACT NAME: Trend Certificate Coordinator PHONE (A/C No. Ext): (214) 553-5505 FAX (A/C No.): (214) 553-5525 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Technology Insurance Co., Inc. NAIC # 42376 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F: |
| INSURED Trendsetter HR, LLC L/C/F All City Management Services, Inc. 2701 Sunset Ridge Drive, Suite 500 Rockwall TX 75032 | |

COVERAGES**CERTIFICATE NUMBER:** All City Management**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------------------|-------------------------|-------------------------|--|
| | GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | TWC3474680 | 4/1/2015 | 4/1/2016 | <input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| | | | | Location Coverage Period: | 4/1/2015 | 4/1/2016 | Client #331371 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Coverage is provided for only those employees leased to but not subcontractors of All City Management Services, Inc.

CERTIFICATE HOLDER**CANCELLATION**

City of Huntington Park
6542 Miles Avenue
Huntington Park, CA 90255

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Barry Crow/JKS

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

04/01/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER BB&T-Knight Insurance Services 535 N. Brand Blvd. 10th Floor Glendale, CA 91203 818 662-4200 | CONTACT NAME: Nysa Gallegos PHONE (A/C, No, Ext): 818 662-4234 FAX (A/C, No): 877-297-9262 E-MAIL ADDRESS: NGallegos@bbandt.com | | | | | | | | | | | | | | |
|--|--|-------------------------------|--------|---|--------------|---|--------------|--|--------------|-------------------|--|-------------------|--|-------------------|--|
| INSURED All City Management Services Inc 10440 Pioneer Blvd # 5 Santa Fe Springs, CA 90670 | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Tokio Marine Specialty Insuranc</td> <td>23850</td> </tr> <tr> <td>INSURER B: National Union Fire Ins Co of P</td> <td>19445</td> </tr> <tr> <td>INSURER C: Depositors Insurance Company</td> <td>42587</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Tokio Marine Specialty Insuranc | 23850 | INSURER B: National Union Fire Ins Co of P | 19445 | INSURER C: Depositors Insurance Company | 42587 | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: Tokio Marine Specialty Insuranc | 23850 | | | | | | | | | | | | | | |
| INSURER B: National Union Fire Ins Co of P | 19445 | | | | | | | | | | | | | | |
| INSURER C: Depositors Insurance Company | 42587 | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

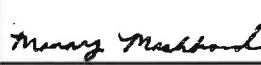
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|------------|-----------------------|-------------------------|-------------------------|---|
| A | GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC | X | X | PPK1316352 | 04/01/2015 | 04/01/2016 | EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$Excluded PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 |
| C | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | X | | ACP7825954504 | 12/21/2014 | 12/21/2015 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| B | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$0 | | | BE065159478 | 04/01/2015 | 04/01/2016 | EACH OCCURRENCE \$8,000,000 AGGREGATE \$8,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | Not Applicable | | | WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| | | | | Not Applicable | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

As respects General Liability and required by written contract; Certificate Holder is named as additional insured. Insurance is Primary & Non-Contributory. Waiver of Subrogation applicable.
 Certificate Holder Completed to read; The City of Huntington Park, its officers, agents and employees.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|---|---|
| City of Huntington Park c/o Rosanna M. Ramirez 6542 Miles Avenue Huntington Park, CA 90255 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|---|---|

© 1988-2010 ACORD CORPORATION. All rights reserved.

POLICY NUMBER: PPK1316352
NAMED INSURED: ALL CITY MANAGEMENT SERVICES INC.
EFFECTIVE: 04/01/15 - 04/01/16

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

AS REQUIRED BY WRITTEN CONTRACT

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

PRIMARY AND NON-CONTRIBUTORY WORDING

POLICY NUMBER: PPK1316352

COMMERCIAL
GENERAL LIABILITY

NAMED INSURED: All City Management Services Inc.

EFFECTIVE: 04/01/15 – 04/01/16

CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

| Name Of Additional Insured Person(s) Or Organization(s) |
|--|
| As required by written contract |
| Information required to complete this Schedule, if not shown above, will be shown in the Declarations. |

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

Section IV Commercial General Liability Conditions, 4. Other Insurance, a. Primary Insurance is with replaced with the following for this Additional Insured only:

This insurance is primary except when it is excess as provided under part b., below. When this insurance is primary, we will not seek contribution from other insurance available to the person or organization shown in the schedule of this endorsement except for the gross negligence and or willful or wanton misconduct of the person or organization shown in the schedule of this endorsement.

All other terms and conditions remain the same.

CG 20 26 07 04

© ISO Properties, Inc., 2004



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

September 21, 2015

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

APPROVE AGREEMENT WITH LANDCARE FOR LANDSCAPE MAINTENANCE SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve agreement with LandCare for Landscape Maintenance Services for an base contract amount of \$277,000 annually with a maximum of two 1-year extensions of term;
2. Authorize the Interim City Manager to execute the agreement with LandCare; and
3. Encumber the amount of \$207,750 for the payment of LandCare services for 9 months of the overall one-year contract period for FY 2015-2016.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park (City) currently contracts the landscape maintenance services for maintenance the City's landscaped areas. TruGreen LandCare is the City's current landscape maintenance services contractor. The contract expired on November 30, 2013, but was continued on a monthly basis under the same terms.

As part of the solicitation of the Landscape Maintenance service contractor, Staff conducted a request for proposals on July 30, 2015. Ten companies requested the Request for Proposal packages and six proposals were received. The qualified bidder's proposals were reviewed, and LandCare was selected at a base contract cost of \$277,000.

APPROVAL OF AGREEMENT WITH LANDCARE FOR LANDSCAPE MAINTENANCE SERVICES

September 21, 2015

Page 2 of 2

Three top bidders were as follows: #1. LandCare from Gardena; #2. Bennett Landscape from Harbor City; and #3 Parkwood Landscaping from Van Nuys.

FISCAL IMPACT/FINANCING

Funds for the landscape maintenance services are currently budgeted for FY 2015-2016 in amounts sufficient to cover the cost of the new LandCare agreement. Since services are partially related to various parking lots, the overall cost for the remainder of FY 15/16 is allocated largely (88%) to the City's General Fund and approximately 12% allocated to the City's Parking System:

| | |
|--|------------------|
| Community Beautifications 111-8095-431.56-60 | \$182,820 |
| Parking System 231-3024-415.56-41 | <u>\$ 24,930</u> |
| | \$207,750 |

The remaining contract amount will cover 3 months of FY 2016-2017 (through October 2016) at which time the City has the right to exercise one of the two one-year options under the agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract effective date will be October 1, 2015 with two, optional, 1-year extensions of term.

CONCLUSION

Approve the attached Landscape Maintenance Agreement, appropriate the funds, and authorize the Interim City Manager to execute the Contract.

Respectfully submitted,



JOHN A. ORNELAS
Interim City Manager



Michael Ackerman
City Engineer

ATTACHMENTS

- A. Contract Services Agreement (Landscape Maintenance Services)



CONTRACT SERVICES AGREEMENT

(LANDSCAPING MAINTENANCE SERVICES)

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 20____ (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and LandCare a Corporation (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR agree as follows:

I.

ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall have a term of 1 year. Commencing from October 1, 2015: Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of 2 terms with a maximum duration of 1 year each, unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise

restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services, Exhibit A, in accordance with the compensation schedule which is Exhibit B (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of \$277,000 (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR and be provided these records upon demand.

- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager, Director of Public Works, and the Public Works Superintendent (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates Andrew Fox or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:

- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
- B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONTRACTOR shall comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR'S employees and agents (including but not limited to SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, and SUB-CONTRACTOR. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONTRACTOR or on CONTRACTOR'S behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand, and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently, and to the highest standards of CONTRACTOR'S profession.

ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.5 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.6 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.7 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state, or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S

compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

- 2.8 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, or medical condition.
- 2.9. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand, and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of the CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of

no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both CONTRACTOR and CITY against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.

3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY.

Accordingly, CONTRACTOR warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend, and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless, and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees, and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless, and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as

defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
 - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation, or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior

to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'S failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (10) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'S performance

(hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
 - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
 - iv. CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or

other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

- 6.3 FALSE CLAIMS ACT: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

LandCare
1323 W. 130th Street
Gardena, CA 92704
Attn: Andrew Fox
Vice President – Reginal Manager
Phone: 310-339-7733
Email: aj.fox@landcare.com

CITY:

City of Huntington Park
Engineering and Public Works Dept.
655 Miles Avenue
Huntington Park, CA 90255
Attn: Janie Pichardo
Phone: (323) 584-6225
Fax: (323) 588-4577

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR: CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not

paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written

amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF HUNTINGTON PARK:

By: _____
John A. Ornelas,
Interim City Manager

LANDCARE:

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

This page intentionally left blank.

EXHIBIT "A"

SCOPE OF WORK

The City of Huntington Park is seeking the services of a highly qualified Contractor to provide Landscaping Maintenance Services for the City of Huntington Park.

The Contractor shall utilize green products whenever possible. A list of green products to be utilized by the Contractor shall be pre-approved by the City prior to use. The Scope of Services are as follows:

LAWN CARE

Lawns shall be mowed turf-grass one (1) time per week during the months of January through September, Turf-grass shall be mowed every-other-week during the months of October through December. The Contractor may mow one (1) time per week during the months of October thru December at no additional cost to the City as directed by the City. The cutting edge of all mowing equipment shall be kept in a sharp condition, free of organic material, and they shall be kept in proper adjustment. Rough cutting of grass will not be permitted. Prior to mowing, all trash and foreign materials are to be removed from lawn areas. All areas containing Kikuyu grass or Bermuda grass, as the primary grass shall be mowed at 3/4 height. All areas with bluegrass or perennial rye grass as the primary grass shall be mowed with a rotary or reel type mower at a minimum height of 2 inches in dry warm weather and 1 1/2 inches during the cool rainy season as determined by the City. Edging of all turf areas adjacent to hardscape including but not limited to paving, curbs, gutter, sidewalk, etc. must be completed monthly and on an as needed basis so that no turf overhangs hardscape area to the satisfaction of the Director of Public Works or designee. Trimming of vegetation around all trees, fences, walls, and any other vertical surfaces and/or obstacles shall be completed at a minimum of monthly and as needed to the satisfaction of the Director of Public Works or designee.

Lawns shall be kept free of weeds. Weeding may be done manually or by the use of selective weed killers. Extreme caution shall be observed, if selective weed killers are used, not to damage any other plants. If spraying is done, it shall only be done at times when there is no wind.

The Contractor is responsible to over seed all damaged or bare turf areas on a continual basis to re-establish turf to an acceptable quality as determined by the City. This task shall be performed at no additional cost to the City. Reseeded areas shall receive supplemental water by hand or portable sprinkler as needed to establish turf. The top dress material, seed, and application rate shall be as approved by the City.

The Contractor shall be responsible for removal of all litter and debris from turf prior to mowing. All trash receptacles shall be emptied, all debris or litter created by or worsened by the mowing operation shall be removed prior to the crew leaving the site.

Failure to do so will result in the issuing of a Deficiency Notice and a deduction from the monthly payment reflecting the cost to clean up the debris.

IRRIGATION SYSTEMS

Before beginning the maintenance program, the Contractor shall inspect all systems and report damages or incorrect operation to the Director. The Contractor will be responsible for the operation of the irrigation system and maintenance of sprinkler heads, risers, solenoid valves, mainline, and lateral lines.

Specifically, the Contractor shall:

Where the installed sprinkler system does not cover the area adequately, the Contractor shall provide his own sprinklers and hoses to adequately water the area, until he makes permanent changes to correctly cover the area.

Repair and adjust all heads to maintain proper coverage.

Remove the last head from each system and flush the lines, if required.

Repair and replace any equipment damaged as a result of contract operations at the Contractor's expense. All replacements to be original type equipment or equal.

Contractor to provide materials for repair and extension of irrigation systems, including piping, connections, risers, sprinkler heads and valves.

Inspect all automatic systems on a weekly basis to insure proper operation of system. Repair or replace valve or other malfunctions.

Contractor shall provide automatic moisture sensitive control irrigation systems which shall restrict the operation of said systems during rainy periods.

Contractor shall be responsible for cascading and setting controllers.

All irrigation systems shall automatically turn off during rainy days.

Watering of planters shall be controlled to avoid excessive drainage on sidewalk and/or hardscape creating a hazard and staining.

Irrigation of general areas controlled by automatic time clocks shall be watered between 11:00 p.m. and 6:00 a.m.

Manual irrigation shall be performed during normal working hours except when prohibited by Local, Regional, State, or Federal regulations or mandates.

MEDIANS

All specifications listed for Shrub, Groundcover, and General Turf Maintenance shall apply to Median Service Areas. In addition to landscape and turf maintenance the Contractor is responsible for the maintenance of all hard surface areas such as curbs, gutters, concrete safety strips, sidewalks, and patterned concrete surfaces, which are part of the median.

All hard surface areas on all medians shall be inspected weekly and maintained in a neat, clean, and safe condition at all times. The hard surface areas shall be kept “weed free” at all times.

All hard surface areas shall be cleaned monthly or more frequently as needed to remove all deposits of litter, silt, sand, dirt, weeds, grass or other debris. The use of vacuums is required for the monthly service on all hardscape areas on the medians. All materials shall be removed from the site and be properly disposed of by the Contractor.

Plant material shall not be allowed obstruct any site line of vehicular traffic, and shall be kept below thirty-six (36”) in height as measured from the road surface in any area where traffic site lines may be impacted. A City representative may provide direction as requested for proper maintenance.

Contractor shall be responsible for controlling, by mechanical or chemical means, weeds growing in turf, planters, cracks, curbs and gutters, or expansion joints and areas contiguous to the City landscape.

All maintenance personnel shall wear safety vests and personal protective equipment while working in the public right-of-way and when working on medians, and at no time shall work be performed in the roadway without a City approved Traffic Control Plan in compliance with the CAMUTCD and all required traffic control signage in place.

Contractor is responsible for insuring that all median maintenance is performed in a safe manner and that no hazard is created by such operation.

PICNIC SHELTERS

Contractor shall be responsible for the cleaning and trash pickup of all City shelters including the below shelters. A City representative will provide weekly schedule of Picnic Shelter reservation(s):

Senior Park – 1 Shelter

6923 Salt Lake Avenue

Huntington Park, CA 90255

Keller Park – 1 Shelter

6550 Miles Avenue

Huntington Park, CA 90255

LAWN TRIMMING

All edges shall be trimmed after each cutting or more often as necessary. Trimming shall include cutting all grass along walls, fences, curbs, sidewalks, shrubs, tree trunks, poles, or any other object immediately adjacent to the lawn areas.

The trimming shall be done by power edgers or by hand, but in no case will soil sterilants or other types of herbicides be permitted for use in edging. Immediately after trimming, a contact herbicide approved by the State Department of Agriculture and the City may be applied around the base of trees and sprinkler heads but shall not exceed 2" beyond the perimeter of the head. Spray around trees shall not exceed 6" from the base of the tree. No herbicide is to come in contact with the tree. Herbicides used along walls shall not exceed 4" from the base of wall.

Trim around sprinkler heads as necessary to provide maximum water coverage.

Care shall be taken to avoid damage to tree trunks, shrubs, sprinklers, buildings and other structures. Damage shall be reported to the Director and repairs made at the Contractor's expense.

After trimming, all debris shall be raked off the lawn, swept off of sidewalks and paved areas, and collected for disposal.

LAWN RENOVATING

Lawns at the Civic Center and the Recreation Center shall be renovated (*Dethatching and top dressing*) once each year. Dethatching shall be done in October. Contractor shall over seed all turf areas immediately after dethatching. Seed with perennial rye grass approved by the Director, at recommended seed rates with sodding as needed, in January/February. This shall include dugout areas.

All lawn depressions shall be brought level to grade with topsoil and reseeding as necessary.

Infield turf areas on Baseball Diamonds shall be renovated to include, dethatching, over seeding, top dressing, and sodding as needed, in January/February. This shall include dugout areas.

LAWN WATERING

Lawns shall be deeply watered, as weather conditions require providing adequate moisture for optimum growth. Lawns shall at no time show a lack of fresh green color or a loss of resilience due to lack of water. Irrigation shall be done between 11:00 p.m. and 6:00 a.m.

Wherever the permanently installed sprinkler system does not adequately cover the areas, the Contractor shall set out additional hoses and sprinklers as required to uniformly irrigate all areas.

Excessive water in streets shall be avoided. Every effort will be made to conserve water. Automatic controllers shall be programmed so as to keep lawn areas in a green healthy condition, utilizing the least amount of water.

All recently reseeded areas shall be watered to prevent excessive run-off or ponding, but shall also be watered on a regular basis to ensure germination.

Manual watering of newly planted trees and/or any trees that do not have automatic irrigation and/or are not fully established is required.

LAWN FERTILIZING

Lawns shall be fertilized at least two times a year. Application shall be at the rate of 3 to 4 pounds of actual nitrogen per 1,000 square feet per year. One of the applications shall be of a complete or balanced fertilizer containing not less than 4 percent phosphorous and 4 percent potassium in addition to nitrogen. Iron and other elements shall be included if required to correct soil deficiencies.

The Director shall be notified prior to application of fertilizers. All turf areas shall be aerated prior to fertilization by removing 2" deep cores of sod with an aerator machine at not more than 6" spacing.

The second application shall be of straight nitrogen fertilization. Lawns shall be watered immediately after fertilization to prevent burning of grass.

SHRUB AND GROUND COVER WATERING

Contractor shall water trees, shrubs and ground cover deeply and slowly to establish moisture to the full depth of the root zone. Watering shall be done in a manner to avoid erosion, excessive run-off, or creation of a waterlogged soil condition. Hoses and sprinklers shall be used to supplement the sprinkler system where necessary to insure complete coverage. In areas where no such sprinkler system exists, the Contractor shall water with hoses or other apparatus as necessary, to insure deep watering. Areas having manual valves to operate, bubbler heads, or skinner lines will be used to irrigate by the Contractor.

Trees and shrubs shall be deeply watered as weather conditions require to provide adequate moisture for optimum growth. Trees and shrubs shall at no time show a lack of fresh green color due to lack of water.

Wherever the permanently installed sprinkler system does not adequately cover the areas, the Contractor shall install a permanent irrigation system as required to uniformly irrigate all areas, at the Contractors expense.

Excessive water in streets shall be avoided. Every effort will be made to conserve water. Automatic controllers shall be programmed so as to keep planted areas in a green, healthy condition, utilizing the least amount of water practicable.

SHRUB AND GROUND COVER PRUNING

Pruning shall be done according to the natural growth of each individual plant to maintain proper plant health by cutting out dead, diseased or injured wood and to control growth when an unshapely shrub might result. Excessive pruning or stubbing back will not be permitted. All cuts over one inch in diameter shall be painted with approved tree wound dressing. All pruning cuts shall be made flush and shall be cut with no damage to the surrounding bark. All dead or damaged branches shall be removed

Pruning of shrubs shall be done as needed to achieve the following:

To shape, particularly to correct misshaping caused by the wind. Maintain shape where hedged.

To raise the lower branches of trees above 7' minimum head height from ground.

Public safety shall be a prime consideration in trimming trees.

To cut back shrubs and ground cover where they encroach on the paved areas or become intertwined.

To cut back branches that are rubbing on walls, fences, and buildings, or overhanging header board areas.

To remove suckers, waterspouts, and other undesirable growths from the trees.

Oleanders shall be kept trimmed as necessary to keep all City signs clearly visible by traffic at all times.

All pruning operations will be conducted so as to provide maximum safety for the public, and shaped to conform to horticultural standards.

Major pruning of shrubs shall be done during the dormant season. Minor pruning may be done at any time.

Oleander shrubs and trees shall be trimmed after bloom season.

Contractor shall remove all dead trees, including stump grinding and turf repair.

Pruning of tree roses shall be done at the end of January/February by cutting and removing all dead and old wood and spraying with oil emulsion after pruning.

Uniformity is important, encourage weak side by pruning to produce more bloom, leave more lateral wood.

SHRUB AND GROUND COVER WEEDING

Weed and cultivate the ground cover areas and other areas as needed to keep them free of weeds. Pre-emergent weed control chemical can be used to control weeds on the railroad right-of-way only.

SHRUB AND GROUND COVER STAKING

Maintain and replace stakes and guys with material equal to existing. Maintain and replace plant ties to provide support without damage to bark.

SHRUB AND GROUND COVER FERTILIZING

Fertilize all trees, shrubs, and ground cover once a year with an approved complete fertilizer. Fertilizer shall be applied in April. Fertilize at the following rates at each application: 1/4 pound per shrub; 1 pound per tree of less than 1-inch trunk diameter; 3/4 pound per tree with more than 1-inch trunk diameter; 20 pounds per 1,000 square feet of ground cover. The fertilizer for roses shall be a slow release organic-type with a 6-6-6 compositions or equal. Application of an iron fertilizer shall be used as needed throughout the year, where necessary, to maintain healthy, vigorous growth and good foliage.

SHRUB AND GROUND COVER TRIMMING

All ground cover shall be edged and cut back once every month to promote good health and appearance. A cleared circle 18" to 24" in diameter shall be maintained at base of tree in ground cover area to reduce competition for nutrients. Edge ground cover to keep in bounds as necessary to achieve an overall even appearance. Trim around sprinkler heads as needed to provide maximum water coverage. Trim Ivy and other ground cover as necessary to restrict growth from encroaching on curbs or other adjacent areas. Growth retardants may be used.

Contractor shall remove dead and damaged shrubs, and ground cover and replant with material of equivalent size, condition and variety, subject to the approval of the Director.

The Contractor, at the Contractor's expense, shall replace all plant material that has died as determine by the Director. This includes turf, ground cover, shrubs, and trees.

Plants destroyed by vandalism, outside construction, or by City forces shall be the responsibility of the Contractor and replaced at the Contractor's expense.

Annual flowers shall be replaced and planted three times a year and more often, if required, by the Contractor as determined by the Director. Flowers to be furnished by Contractor. There shall be no alterations in existing landscape without prior consent by the Director.

SHRUB PLANTING

Planting located within 50 feet of any railroad crossing shall not be permitted to grow to a height in excess of four feet above the top of the railroad's adjacent tracks. Adequate cultural care shall be undertaken by Contractor to insure strict compliance with said height restriction. Planting shall not be permitted to foul any water lines nor shall planting be located less than 15 feet from the centerline of railroad tracks.

SHRUB CARE - CIVIC CENTER

Camellias and Azaleas and all plants located between the County Court Building, City Hall Building, and the Police Building shall be raked out weekly or more often as needed to keep areas free of leaves and litter. Azalea and Camellia shrubs and trees shall be trimmed after the bloom season.

PLANTS

As plants expire, Contractor will replace with drought tolerant plants per the City's direction and approval at the Contractor's expense.

REQUIRED REPORTS/MEETINGS

Contractor shall be responsible for the filing of all required records and reports, including but not limited to the Notice of Intent to Apply and Pesticide Use Reports, as specified by all county, state, and federal agencies. Said reports shall contain accurate and valid information. Copies of all records and reports shall be submitted to the City and Agricultural Commissioner monthly, with the exception of the Notice of Intent to Apply, which shall be submitted prior to the application of pesticides.

Contractor shall record and maintain accurate records of all pesticide applications. Records to include date, time of day, location, type of chemical, quantity of chemical, method of application, and environmental data. A copy of this report shall be submitted to the City at the end of each month. Failure to do so will result in a deficiency and possible deduction in payment.

A pest monitoring report for each site shall be submitted to the City by the first day of each month. This report shall include the site number, date identification, extent, and location of pest problems (if any), record of previous control measures, name of inspecting personnel, and proposed control measures if deemed necessary.

The City shall be notified verbally within forty-eight (48) hours and in writing within five (5) working days of any new pest problems previously unreported and observed by the Contractor.

Contractor shall provide Public Works and Parks and Recreations with a weekly report of what was completed and what the Contractor will be working on. Contractor will also have bi-monthly meetings with Public Works and Parks and Recreations.

PEST CONTROL

Landscaped areas (shrub and ground cover)

Weed control

All landscaped areas shall be treated with appropriate pre-emergent herbicide at the recommended rate according to the label.

All areas within the boundaries of the site, which are not landscaped, shall be treated monthly to eliminate weeds. All weeds that are four (4) inches and above shall be removed mechanically or by hand.

Snail Control

Snails shall be controlled on an as needed basis on all plan material, as determined by the Director.

Insect and Disease Control

All landscaped areas shall receive appropriate treatment with EPA registered pesticides for any insect or disease which causes or may cause damage to plants.

WEED CONTROL – PAVED SURFACES

Contractor shall be responsible for controlling, by mechanical or chemical means, weeds growing in concrete walkways, sidewalks, cracks, or expansion joints, within each site and in areas contiguous to the City landscape. All weeds that are four (4) inches and above shall be removed mechanically or by hand.

HOLIDAYS

The following ten (10) days are City holidays on which Contractor shall provide service. Contractor shall also provide service on the day after these holidays. Parks shall be serviced by 12 P.M. There will be a fine, the cost to replace these services, if Contractor does not provide service on the following day after a holiday.

| | |
|--------------------------|--------------------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Day | Veteran's Day |
| President's Birthday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day thru January 1st |

Summer

The Contractor shall provide service, including the cleaning of restrooms twice a day, on every Saturday and Sunday during the summer months of June thru September at all parks.

Weekends

Contractor will open and close the below parks on weekends:

| | |
|-----------------------------|-----------------------------|
| Salt Lake Park at 6:00 a.m. | Perez Park at 9:00 a.m. |
| Keller Park at 6:00 a.m. | Chesley Circle at 6:00 a.m. |
| Freedom Park at 6:00 a.m. | |

MAINTENANCE WORK AREAS

Salt Lake Park
Municipal Bldg.
3401 East Florence Ave.

Huntington Park
Community Center
6923 Salt Lake Ave.

Robert Keller Park
6550 Miles Ave

Raul R. Perez
Memorial Park
6208 Alameda St.

Freedom Park
3801 E. 61st Street

Chesley Park
Corner of Zoe Ave
and Albany St.

City –Owned
Parking Lots/Rita Street

City-Owned Parking
Lots/Ruby Street

Medians
Various Locations

Skate Park
3401 E. Florence Ave

Community Center
6923 Salt Lake Ave

Any and all City owned
properties and buildings

City Hall Bldg.
6500 Miles Ave

Police Dept. Bldg.
6542 Miles Ave

Police Annex Bldg.
6538 Miles Ave

Library
6518 Miles Ave

Shelters two (2):

Senior Park – One (1) shelter
6923 Salt Lake Avenue, Huntington Park, CA 90255

Keller Park – One (1) shelter
6550 Miles Avenue, Huntington Park, CA 90255

SPORTS FIELD MAINTENANCE

Baseball/Softball Infield Maintenance – Salt Lake Park

Skin/Baseline Areas

Maintain a level surface with uniform consistency throughout the areas. Problems areas include edges, player position areas, sliding, and lead-off areas.

Daily Maintenance: Drag, level, rake, wet down.

Weekly Maintenance: Scarify ½” deep, level depressions (pack firm with 3-ton roller if rain eminent).

Monthly Maintenance: Re-screen surface, scarify, and add Hilltopper mound clay, level.

Annual Maintenance: Scarify and add Angel Mix as needed. Laser level every two (2) years. Add Hilltopper mound clay as needed. Salt Lake Park dethatching the perimeter of the infield (2' from infield edge) and around the warning track of fields once (1) per year.

Laser Leveling – Every 2 years.

Dragging Equipment / Techniques: The following dragging techniques shall be applied to all baseball/softball infields. All dragging should avoid the grass edges by staying at least one foot away – the area next to the grass edge should be hand raked.

a. Scarifying drag: loosens and mixes the top ½", or so, of skin material (Hilltopper mound clay) with the conditioner (topdressing) material typically consisting of Hilltopper mound clay. Scarifying drags also level the cleat marks created in the skin base Hilltopper mound clay. Baselines should be dragged by hand if there is grass on both sides.

b. Leveling drag: fills in minor swales created from sliding and concentrated cleat activity at the player position areas and baselines. Care should always be taken when dragging near the grass edges to avoid moving any loose soil into the grass thus contributing to the lip problem. For best results on the skin area, dragging with a level drag should be in circles with a minimum turning radius of the equipment used to pull the drag. A medium turning radius at a slow speed prevents the tires on the equipment from digging into the Hilltopper mound clay base. Keeping the turning radius the same and overlapping the drag width half way from the previous drag pass will help ensure a more uniform and level surface.

c. Grooming drag: puts the finishing touches on the leveling process by eliminating any ridges created by the scarifying and leveling drags. It also helps establish a more uniform distribution of the conditioner or top dressing material.

Edges: The infield/outfield edges require daily maintenance. Lightly raking or sweeping away any loose infield material in the grass on a daily basis will greatly reduce lip buildup. Periodically, the edges will require reestablishment every week by setting up a taught string line stretched from one base cutout to the other. Then, with a power edger, cut along the string line to cut grass stolon's and straighten the edge line. Once the edge has been cut remove any loose grass debris – this may involve the use of a hoe to remove any Bermuda grass that has become anchored on the skin side of the edge. With a re-defined edge add enough infield skin mix necessary to re-level the edge line and compact with a small hand roller. One should be able to stand on the edge line (straddling the grass and skin) without feeling any elevation difference.

Daily Maintenance: Rake/broom level.

Weekly Maintenance: Maintain level grade.

Monthly Maintenance: Re-screen surface, scarify, and add Hilltopper mound clay, level.

Annual Maintenance: Scarify, add Angel Mix as needed, laser level, add Hilltopper mound clay as needed.

Moisture Management: The key component to any good infield skin and baseline is proper moisture within the soil profile. Proper moisture can take a poor performing infield and turn it into one of superior performance.

Daily Maintenance: Apply even moisture.

Pitcher's Mound / Home Plate Area:

Daily pitcher's mound and home plate maintenance is required.

Repair holes on the mound and in the batter and catcher boxes utilizing this 5-step process:

Step 1: Using a kitchen broom remove all loose soil from holes – the base of the hole should be firm and hard.

Step 2: Using a pump-up sprayer or a hose with an on/off nozzle set to a trickle wet the base of the hole to the point where the Hilltopper mound clay in the bottom of the hole becomes sticky and slightly slimy – make sure the edges of the hole are wet as well.

Step 3: Add moist Hilltopper mound clay material to the hole.

Step 4: Compact the applied Hilltopper mound clay material with a tamper making sure the compaction is occurring throughout the entire area of the hole. Compact area until it is level with the surrounding surface.

Step 5: Keep Hilltopper mound clay moist for best playability and minimal disruption – apply light amounts of water as needed to prevent Hilltopper mound clay from drying out and cracking. Use of tarps will help retain moisture within the Hilltopper mound clay during hot sunny days.

Key mound repair areas will include the launch area (next to the rubber), the landing area (approximately 5 feet down the slope from the rubber), and the follow-through area (approximately 3 feet to the right and left of the landing area).

Key home plate areas will include the holes in both batters boxes, the catchers box, the start line toward 1st base (typically located just outside the right batter's box and in line with the foul line), and the sliding area into home plate from the 3rd base side.

Mound Maintenance

Daily Maintenance: Repair holes with Hilltopper mound clay.

Weekly Maintenance: Reestablish perch/slope.

Monthly Maintenance: Reestablish circle, reestablish height.

Annual Maintenance: Reestablish circle, height, perch, slope, rotate rubber, and laser level.

Batter Boxes

Daily Maintenance: Repair holes with Hilltopper mound clay.

Weekly Maintenance: Re-level area.

Bullpen Maintenance

Daily Maintenance: Repair holes with Hilltopper mound clay.

Weekly Maintenance: Reestablish perch/slope.

Monthly Maintenance: Reestablish height.

Annual Maintenance: Rotate pitching rubber.

Baseline Maintenance

Daily Maintenance: Drag, level, rake, chalk.

Weekly Maintenance: Power edge, scarify, level.

Monthly Maintenance: Add Angel Mix as needed.

Annual Maintenance: Edge, scarify, laser level.

Base Maintenance

Daily Maintenance: Check anchors/sleeves and rubber.

Weekly Maintenance: Paint white on Fridays with paint diluted 10:1 (water: paint).

Monthly Maintenance: Repair/replace as needed.

Annual Maintenance: Repair/replace as needed.

Field Turf Maintenance Guidelines – Salt Lake Park (SEE ATTACHMENT “A”)

Bermuda grass maintenance (Apr-Oct)

Mowing: Once Bermuda grass comes out of dormancy begin mowing at $\frac{3}{4}$ ” height to reduce shade from cool-season grasses and allow more heat to the crown of the

Bermuda plant with a reel mower. Mowing frequency should be 1x per week. Clippings can be left if the 1/3 rule is followed. Hybrid Bermuda prefers a mowing height of ½" - ¾".

Fertilization: Apply a complete fertilizer at a rate of 1 lb. of N per 1000 sf every month. In June and July the amount of N shall be increased to 1.5 lbs. per 1000 square feet or an additional application of ½ lb. per 1000 square feet can be applied two weeks following the 1 lb. N application. The ratio of nitrogen (N) to potassium (K) should be close to equal with phosphorous (P) and ¼ that of N and K. Fertilizer selected should include some secondary nutrients (calcium, magnesium, and sulfur) as well. Apply micro nutrients (iron, manganese, zinc, copper and boron) at the label rate in June and July – this can be either in granular form or liquid form if spray equipment is available.

Dethatching: Vertical mow all turf grass areas in June or July at the completion of field activity. Vertical cutting blades should be spaced approximately every ¾" and set to the depth of the soil surface. If equipment has vertical blade spacing greater than 2" then make 2 passes at right angles over entire area. Debris should be removed. Vertical mowing will provide some viable stolon's that can be placed in heavily worn areas for establishment. Aeration: All sports field turf areas should be core aerified every month. Deep-tine aeration is to be performed once a year in the summer when the fields are not in use. Depending on the depth of irrigation pipes aerating to a 12" depth is required. If deep-tine aeration is not an option then core aerating to a minimum of 3" is recommended. Cores must be collected from the field at the conclusion of each work day.

Topdressing: Topdressing should be performed at the same time aeration takes place. Topdressing mix should consist of 90% washed medium sand (.5mm-.25mm) and 10% finely composted organic material. Application rate should be approximately 40 cubic yards per acre.

Perennial Ryegrass / Tall Fescue Maintenance (Oct-Apr)

Mowing: Raise the height of cut to 1" and mow 1x per week. Mowing should be done with a reel type mower. Clippings can be left if the 1/3 rule is followed. Aeration: All sports field turf areas should be core aerified every month. Deep-tine aeration is to be performed once a year in the summer when the fields are not in use. Depending on the depth of irrigation pipes aerating to a 12" depth is required. If deep-tine aeration is not an option then core aerating to a minimum of 3" is recommended. Cores must be collected from the field at the conclusion of each work day.

Topdressing: Topdressing should be performed at the same time aeration takes place. Topdressing mix should consist of 90% washed medium sand (.5mm-.25mm) and 10% finely composted organic material. Application rate should be approximately 40 cubic yards per acre.

Perennial Ryegrass / Tall Fescue Maintenance (Oct-Apr)

Mowing: Raise the height of cut to 1" and mow 1x per week. Mowing should be done with a reel type mower. Clippings can be left if the 1/3 rule is followed.

Adherence to All Local, State and Federal Laws and Requirements

The Contractor shall adhere to all current applicable federal, state, and local laws, codes and ordinances, including, but not limited to, those promulgated by CAL-OSHA, FEDOSHA, EPA, and the California State Department of Health Services.

Key Personnel

It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

A. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

B. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

The Contractor shall be responsible for, but not limited to, the following:

- 1) Adherence to schedules;
- 2) Maintenance or replacement of cleaning equipment;
- 3) Notifying City of any personnel changes; and
- 4) Training of new personnel.

A. Supervisors

The Contractor shall provide qualified English speaking supervision in all areas of operations. The supervision shall work with City of Huntington Park personnel in planning and scheduling work for completion of tasks. The Contractor shall furnish only employees who are authorized, competent, and skilled for work under this contract.

The Contractor shall designate in writing to the City's Supervisor, the name of the person assigned as the Contractor's Project Manager with full authority to administer the terms of this contract. The Contractor's Project Manager shall have the capability to receive complaints by telephone, pager, or e-mail to facilitate timely corrective actions. An answering service or answering machine shall NOT be an acceptable means of contact for the Contractor's Project Manager. This representative shall be available Monday through Sunday 7:30 a.m. through 5:00 p.m. The Contractor's Project Manager

shall be the contract supervisor. Two working supervisors are required during all shifts. The working supervisors shall verify the cleanliness of facilities prior to releasing Contractor personnel each day.

The Contractor shall have two competent working supervisors on the job at all times when custodial services are being performed. Supervisors shall be thoroughly familiar with the content of the bid specifications and intent of the complete agreement. Any violation by the Contractor's personnel of these requirements, or others established by the City, shall result in the removal of the employee from this contract. Termination of this contract may result, at the discretion of the Supervisor, for repeated non-compliance of these requirements or for any or no reason.

Contractor shall meet in conference with the City's Supervisor or designee at a time to be agreed upon for administration of work, including review of inspection reports if requested. (Contractor will be responsible for completing weekly inspection reports on all facilities). At a minimum, inspection reports for the previous one month period shall be reviewed by the City's Supervisor or designee and the Contractor's Project Manager at the first meeting of the following month.

B. Personnel

Personnel employed by the Contractor shall be competent, trustworthy and properly trained for the work requirements. The Contractor and employees shall be required to comply with all applicable regulations of the City, as directed, and full cooperation shall be expected and required at all times. Contractor shall notify the Public Works Superintendent immediately in writing of all changes on contract personnel by submitting name and address of employee and effective date of employment or termination. When, in the opinion of the City, an employee constitutes a security risk, his/her employment on the contract will be denied.

1. Background Check: The Contractor's employees who will work in buildings owned by the City of Huntington Park shall be required to be cleared through the City of Huntington Park Police Department Criminal Investigation procedure prior to employment. The cost of this background check will be the responsibility of the Contractor. Upon receipt of notice of award from City of Huntington Park, the Contractor must supply personnel information within ten (10) working days.

2. Health: All personnel shall be in good health and free of contagious diseases.

The Contractor shall not allow any person(s) under the influence of alcohol or drugs on the premises or in the buildings. Neither shall the Contractor allow the use or presence of alcohol or drugs on the premises or in the building.

3. Identification and Uniforms: All personnel shall wear uniforms, furnished by the Contractor, at all times during the performance of this work. The Contractor's work force shall be neat and clean in appearance and shall wear a uniform with the Contractor's name and/or logo permanently affixed to it. Uniforms shall consist of shirt and full-length pants, and be mutually agreed to by the Contractor and City. Uniforms will at all times be clean and neat in appearance. Closed-toe and heeled shoes shall be worn for proper

safety during tasks being performed. Employees shall wear an identification badge with the employee's picture, name and company name on the face of the badge. The badge must be worn in plain sight, above the waist at all times while the employee is on City property. This requirement includes all remote locations. The Contractor's employees are required to provide proper identification when requested by City or security personnel. Any employee that does not comply with this requirement shall be required to leave the City facilities. There is no exception to this requirement, which is to ensure only authorized Contractor's employees are in City facilities.

4. Conduct: No person(s) shall be employed for this work that is found to be incompetent, disorderly, and troublesome, under the influence of alcohol or drugs, which fails or otherwise refuses to perform the work properly and acceptably, or is otherwise objectionable. Any person found to be objectionable shall be discharged immediately and not reemployed on this work at the sole direction and discretion of the City.

5. Supervision: Contractor shall provide a supervisor or foreman who shall be present at all times during contract operations, and who shall be responsible for both conduct and workmanship. The said supervisor or foreman shall be able to communicate effectively in both written and oral English.

6. Training: Contractor shall have an ongoing training program for all staff. Contractor shall provide only personnel that have been fully trained for performance of this work. Supervisors shall have been trained in supervision as well as technical training in janitorial services.

7. Nondiscrimination: The Contractor shall not engage in discrimination in employment of persons because of race, color, national origin, ancestry, sex, or religion of such persons. Violation of this provision may result in the imposition of penalties under the Labor Code Section 1735.

C. Employee List

The Contractor shall provide to the City an accurate list of all personnel who have any relationship to work performed within the scope of this contract, prior to the employee starting work. List data shall indicate personnel by building(s) in which they are assigned to work, and must include full names, aliases, home addresses, home telephone numbers, copies of drivers licenses, and social security cards. Changes to the list shall be reported, in writing, to the City within one working day. Employees terminated by the Contractor shall be reported the day to the City, unless it is after hours, then the next business morning shall be acceptable.

D. Removal of Staff

The City requires the Contractor to remove all Contractor personnel from City property who are deemed careless, incompetent, insubordinate, objectionable, or whose continued employment on the job is deemed to be contrary to public health, safety and welfare. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the

contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, upon City request, the Contractor shall remove that employee from all work under this contract. It is the responsibility of the Contractor to provide the proper training for their employees.

E. Backup Staff

The Contractor shall provide sufficient backup staff to cover absenteeism or extend existing work force hours to compensate for absent staff. The backup staff shall adhere to the same background and security screenings as regular staff. The City reserves the right to request additional backup staff as deemed necessary.

F. Unauthorized Personnel

Employees of the Contractor shall not be assisted nor accompanied by any individual that is not an employee of the Contractor, while performing duties related to the contract. This includes friends, children and/or other relatives. Employees of the Contractor that violate this stipulation shall be deemed objectionable to the City and shall not be allowed to work in or on City facilities or premises.

G. Prohibited Items

Contractor's employees shall be prohibited in the use or possession of the following items while working on City premises: guns, knives, other weapons, alcohol and/or controlled substances. Contractor's employees shall not be under the influence of alcohol or illegal drugs. Any employee violating this policy shall be removed immediately from City facilities and replaced with acceptable personnel.

H. City & Personal Property of City Personnel

The Contractor shall direct their employees against the unauthorized reading and disclosing of materials and documents available in the facilities of the City and against unauthorized use of City and personal property, such as: telephones, radios, copy machines, computers, terminals, fax machines, calculators, etc., which may be in any of the City facilities. The Contractor shall be responsible to see that Contractor's employees do not disturb papers on desks, tables, or cabinets, and do not open desk drawers or cabinets. Found item(s) shall be turned in at the end of each shift to the Contractor's supervisor. The supervisor shall return the item(s) to the City's Public Works Superintendent within twenty-four (24) hours.

I. Telephones shall not be used by the Contractor or its employees for personal or business reasons with the following exception(s): to report need of emergency medical aid, fire or need of law enforcement, (use '911') and notification to the Huntington Park Police Department of damage as required in this contract. Any calls to numbers other than those above will be considered a violation of this contract and grounds for immediate termination.

J. Hours of Work

The Contractor shall provide no less than the minimum number of estimated hours per evening as provided in the Contractor's proposal and subsequent contract award. Any amount less than this minimum per building may be deducted from the Contractor's billing. The amount of deduction will be calculated on an hour-for-hour basis, utilizing the Contractor's hourly proposal amount (total dollars divided by total hours). The City shall be the sole judge of any performance discrepancies.

K. Care of Facilities

Contractor's employees shall regularly observe the general condition of all buildings and report problem areas to Contractor's supervisor or lead custodian. Contractor shall be responsible for knowledge of and use of all fire alarms and fire prevention equipment. In case of emergency, Contractor's employees shall notify the City's Communication Center by dialing 911 and shall then call or Public Works Superintendent, or his designee, immediately. Contractor shall report all required non-emergency repairs by contacting the Public Works Superintendent, or his designee.

1. Security: Contractor's personnel shall not be allowed in City facilities outside of normal business hours unless they are performing work for the Contractor. All Contractor personnel are required to provide proof of identity when requested to do so by City personnel. Keys shall not be left in the door locks. The Contractor shall be responsible for securing/locking the interior and exterior portions of the building during hours to be specified by the Public Works Superintendent or his/her designee.

All work spaces shall be locked and the lights turned off when cleaning in each area has been completed. Security lights (as directed) shall be turned on prior to leaving the facility. Keys required by the Contractor will be furnished by the City to designated Contractor employees and shall be returned to the City on demand. Electronic security systems (where installed) shall be properly disarmed and armed each time after-hours access is made. All exit doors are to remain locked while the Contractor is in the space.

The Contractor is not to block open occupant or exterior doors for any reason. The Contractor is not to assist entry of anyone except Contractor, employees, or Police/Fire personnel. Close and lock any exterior windows. Contractor's personnel shall immediately report to their supervisor and City personnel problems dealing with unauthorized or suspicious persons, conditions indicating theft, break-in or vandalism, and building system failures. The Contractor's employees shall report to emergency personnel situations such as fire, smoke, unusual odors, broken pipes or floods, and take appropriate safety measures.

2. Keys: The Contractor may be issued building keys, where applicable, for the performance of services as specified herein. Should a lost or stolen key jeopardize the security of the particular City facility, the Contractor shall be solely responsible for all costs incurred by the City in re-keying the lock system. No keys shall be duplicated.

3. Alarm System: Where applicable, the Contractor shall be charged a minimum of one hundred dollars (\$100.00) per call-out should the Contractor, while in the process of entering or leaving the facility, misuse the security alarm system.

4. Damages: The Contractor will be responsible for all damages to the facility or contents caused by the Contractor or their staff during the performance of their duties.

5. Protection & Restoration: The Contractor shall protect all furnishings and improvements from damage by its operations. All damage shall be repaired or replaced, at the option of the City, at the Contractor's expense within a reasonable time after notification of such damage. Repairs and/or replacements shall be equal to original in all aspects.

6. Removal of items: The Contractor's employees shall not remove any items from the job sites except that which has been specifically authorized by the City of Huntington Park in writing.

This page intentionally left blank.

EXHIBIT "B"

APPROVED RATE SCHEDULE



1323 West 130th St., Gardena, CA 90247

P 310.323.1520 • F 310.323.4780

LandCare.com

Below is the annualized cost per year for LandCare to perform the various services and tasks as set forth in the City of Huntington Park RFP Landscaping Maintenance Services (dated July 30, 2015 / Exhibit "A" Scope of Work):

1. Annualized Landscape Maintenance Cost: \$277,000 (Year 1)

Note: 1. Please note that quoted annualized Landscape Maintenance Cost above is for 1 Year (12 months), cost for any additional years will be negotiated between the City of Huntington Park and LandCare, at the time of renewal.

2. Annualized proposal prices provided above, will be valid for 90 days.

Billable extras, over and above contract work will be provided as follows:

1. Supervisor @ \$50.00/per hour (during regular business hours)
Supervisor @ \$75.00/per hour (OT Rate - after regular business hours)
2. Laborer @ \$39.00/per hour (during regular business hours)
Laborer @ \$58.50/per hour (OT Rate - after regular business hours)
3. Irrigator @ \$48.00/per hour (during regular business hours)
Irrigator @ \$72.00/per hour (OT Rate - after regular business hours)

Parts and Materials, over and above contract work will be at LandCare's cost plus 35%

Your land. Our care.

CALIFORNIA CONTRACTORS LICENSE #970508



CITY OF HUNTINGTON PARK

Public Works Department
City Council Agenda Report

September 21, 2015

Honorable Mayor and Members of the City Council
City of Huntington Park
6550 Miles Avenue
Huntington Park, CA 90255

Dear Mayor and Members of the City Council:

APPROVE AGREEMENT WITH TRIMMING LAND COMPANY INC. FOR TREE MAINTENANCE SERVICES

IT IS RECOMMENDED THAT THE CITY COUNCIL:

1. Approve the agreement with Trimming Land Company Inc. for Tree Maintenance Services for an amount of \$153,000 with a maximum of two 1-year extensions of term;
2. Encumber the amount of \$114,750 for the payment of Trimming Land Company Inc. services for 9 months of the overall one-year contract period for FY 2015-2016; and
3. Authorize the Interim City Manager to execute the contract.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The City of Huntington Park (City) contracts the tree maintenance services for maintenance of the City's trees. LandCare was the City's previous tree maintenance services contractor, but no longer provides this type of service.

As part of the solicitation of the Tree Maintenance service contractor, Staff conducted a request for proposals on July 30, 2015. Nine companies requested Request for Proposal packages and two proposals were received. The qualified bidder's proposals were reviewed, and Trimming Land Company Inc. was selected. The two bidders were Trimming Land Company Inc. from South Gate and West Coast Arborist, Inc. from Anaheim.

APPROVAL OF AGREEMENT WITH TRIMMING LAND COMPANY INC. FOR TREE MAINTENANCE SERVICES

September 21, 2015

Page 2 of 2

FISCAL IMPACT/FINANCING

Funds for the tree maintenance services are budgeted for FY 15/16 in amounts sufficient to cover the cost of the new tree trimming agreement in the following account.

| | | |
|----------------------------|--------------------|-----------|
| Street Trees & Landscaping | 535-6090-452.56-60 | \$114,750 |
|----------------------------|--------------------|-----------|

This amount represents the cost of services for the period beginning October 1, 2015 through June 30, 2016. The remaining contract amount of \$38,250 will cover the contract costs beginning on July 1 through September 30, 2016. Staff will need to include such amount in its proposed FY 16/17 budget. At that time, the City will have the right to exercise one of the two one-year options under the agreement.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contract effective date will be October 1, 2015 with two, optional, 1-year extensions of term.

CONCLUSION

Approve the attached Tree Maintenance Agreement, appropriate the funds, and authorize the Interim City Manager to execute the Contract.

Respectfully submitted,



JOHN A. ORNELAS
Interim City Manager



Michael Ackerman
City Engineer

ATTACHMENTS

- A. Contract Services Agreement (Tree Maintenance Services)



CONTRACT SERVICES AGREEMENT
(TREE MAINTENANCE SERVICES)

THIS CONTRACT SERVICES AGREEMENT ("Agreement") is made and entered into this _____ day of _____ 20____ (hereinafter, the "Effective Date"), by and between the CITY OF HUNTINGTON PARK, a municipal corporation ("CITY") and Trimming Land Company., Inc. (TLC) a Corporation (hereinafter, "CONTRACTOR"). For the purposes of this Agreement CITY and CONTRACTOR may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONTRACTOR interchangeably.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONTRACTOR agree as follows:

I.
ENGAGEMENT TERMS

- 1.1 SCOPE OF SERVICES: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONTRACTOR agrees to perform the services and tasks set forth in **Exhibit "A"** (hereinafter referred to as the "**Scope of Services**"). CONTRACTOR further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- 1.2 TERM: This Agreement shall have a term of 1 year. Commencing from October 1, 2015: Upon the conclusion of the Term, this Agreement shall renew automatically for a maximum of 2 terms with a maximum duration of 1 year each, unless CITY issues written notice of its intent not to authorize an additional extension term(s). Nothing in this Section shall operate to prohibit or otherwise

restrict the CITY's ability to terminate this Agreement at any time for convenience or for cause.

1.3 COMPENSATION:

- A. CONTRACTOR shall perform the various services and tasks set forth in the Scope of Services, Exhibit A, in accordance with the compensation schedule which is Exhibit B (hereinafter, the "Approved Rate Schedule").
- B. Section 1.3(A) notwithstanding, CONTRACTOR'S total compensation during the Term of this Agreement or any extension term shall not exceed the budgeted aggregate sum of \$277,000 (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY acting in consultation with the City Manager and the Director of Finance. In the event CONTRACTOR'S charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONTRACTOR'S performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY approved amendment to the compensation terms of this Agreement.

1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONTRACTOR shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed. If the amount of CONTRACTOR'S monthly compensation is a function of hours worked by CONTRACTOR'S personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONTRACTOR in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONTRACTOR.

1.5 ACCOUNTING RECORDS: CONTRACTOR shall maintain complete and accurate records with respect to all matters covered under this Agreement during and for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities. The City shall own all accounting records maintained by the CONTRACTOR and be provided these records upon demand.

- 1.6 ABANDONMENT BY CONTRACTOR: In the event CONTRACTOR ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONTRACTOR shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONTRACTOR in the performance of this Agreement. Furthermore, CONTRACTOR shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONTRACTOR'S cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager, Director of Public Works, and the Public Works Superintendent (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONTRACTOR shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONTRACTOR REPRESENTATIVE AND CONTACT INFORMATION: CONTRACTOR hereby designates Andrew Fox or designee to act as its representative for the performance of this Agreement (hereinafter, "CONTRACTOR Representative"). CONTRACTOR Representative shall have full authority to represent and act on behalf of the CONTRACTOR for all purposes under this Agreement. CONTRACTOR Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONTRACTOR Representative shall constitute notice to CONTRACTOR.
- 2.3 COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS: CONTRACTOR agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONTRACTOR shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONTRACTOR represents, acknowledges and agrees to the following:

- A. CONTRACTOR shall perform all Work skillfully, competently and to the highest standards of CONTRACTOR'S profession;
- B. CONTRACTOR shall perform all Work in a manner reasonably satisfactory to the CITY;
- C. CONTRACTOR shall comply with all applicable federal, state, and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
- D. CONTRACTOR understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONTRACTOR'S employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONTRACTOR; and
- F. All of CONTRACTOR'S employees and agents (including but not limited to SUB-CONTRACTOR) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection.

The Parties acknowledge and agree that CONTRACTOR shall perform, at CONTRACTOR'S own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONTRACTOR'S failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONTRACTOR'S employees, agents, and SUB-CONTRACTOR. Such effort by CONTRACTOR to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONTRACTOR or on CONTRACTOR'S behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand, and agree that CITY has relied upon the foregoing representations of CONTRACTOR, including but not limited to the representation that CONTRACTOR possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently, and to the highest standards of CONTRACTOR'S profession.

ASSIGNMENT: The skills, training, knowledge and experience of CONTRACTOR are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONTRACTOR or on behalf of CONTRACTOR in the performance of this Agreement. In recognition of this interest, CONTRACTOR agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONTRACTOR'S duties or obligations under this Agreement without the prior written consent of CITY. In the absence of CITY's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.5 CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR: The Work shall be performed by CONTRACTOR or under CONTRACTOR'S strict supervision. CONTRACTOR will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONTRACTOR on an independent CONTRACTOR basis and not as an employee. CONTRACTOR reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONTRACTOR'S competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONTRACTOR are not employees of CITY and shall at all times be under CONTRACTOR'S exclusive direction and control. CONTRACTOR shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONTRACTOR shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.6 REMOVAL OF EMPLOYEES OR AGENTS: If any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONTRACTOR, a threat to persons or property, or if any of CONTRACTOR'S officers, employees, agents, or SUB-CONTRACTOR fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, or SUB-CONTRACTOR shall be promptly removed by CONTRACTOR and shall not be reassigned to perform any of the Work.
- 2.7 COMPLIANCE WITH LAWS: CONTRACTOR shall keep itself informed of and in compliance with all applicable federal, state, or local laws to the extent such laws control or otherwise govern the performance of the Work. CONTRACTOR'S

compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.

- 2.8 NON-DISCRIMINATION: In the performance of this Agreement, CONTRACTOR shall not discriminate against any employee, CONTRACTOR, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability, or medical condition.
- 2.9. INDEPENDENT CONTRACTOR STATUS: The Parties acknowledge, understand, and agree that CONTRACTOR and all persons retained or employed by CONTRACTOR are, and shall at all times remain, wholly independent CONTRACTOR and are not officials, officers, employees, departments or subdivisions of the CITY. CONTRACTOR shall be solely responsible for the negligent acts and/or omissions of its employees, agents, CONTRACTOR and SUB-CONTRACTOR. CONTRACTOR and all persons retained or employed by CONTRACTOR shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONTRACTOR under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONTRACTOR will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONTRACTOR shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONTRACTOR shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONTRACTOR shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of

no less than Two Million Dollars (\$2,000,000.00) per accident for bodily injury and property damage.

C. Workers' Compensation Insurance / Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure, and provide legal defense for both CONTRACTOR and CITY against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONTRACTOR in the course of carrying out the Work contemplated in this Agreement.

3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.

3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A: VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

3.4 PRIMACY OF CONTRACTOR'S INSURANCE: All policies of insurance provided by CONTRACTOR shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONTRACTOR'S insurance and shall not contribute with it.

3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONTRACTOR officers, employees, agents, CONTRACTOR or SUB-CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR hereby waives all rights of subrogation against CITY.

3.6 VERIFICATION OF COVERAGE: CONTRACTOR acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY.

Accordingly, CONTRACTOR warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested.** All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONTRACTOR'S commencement of any work or any of the Work. Upon CITY's written request, CONTRACTOR shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of CONTRACTOR'S commitment to indemnify, defend, and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONTRACTOR shall indemnify, hold harmless, and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees, and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR'S performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONTRACTOR under this Agreement any amount due CITY from CONTRACTOR as a result of CONTRACTOR'S failure to pay CITY promptly any indemnification arising under this Article and related to CONTRACTOR'S failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

- 4.4 The obligations of CONTRACTOR under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONTRACTOR expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONTRACTOR agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. In the event CONTRACTOR fails to obtain such indemnity obligations from others as required herein, CONTRACTOR agrees to be fully responsible and indemnify, hold harmless, and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONTRACTOR'S, SUB-CONTRACTOR or any other person or entity involved by, for, with or on behalf of CONTRACTOR in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONTRACTOR because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost, or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONTRACTOR a minimum of five (5) calendar day's prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONTRACTOR shall be compensated only for those services and tasks which have been performed by CONTRACTOR up to the effective date of the termination. CONTRACTOR may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONTRACTOR to provide all finished or unfinished Documents and Data, as

defined in Section 6.1 below, and other information of any kind prepared by CONTRACTOR in connection with the performance of the Work. CONTRACTOR shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.B and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.
- B. CONTRACTOR shall cure the following Events of Defaults within the following time periods:
 - i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONTRACTOR to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation, or work product which CONTRACTOR is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
 - ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior

to the expiration of the 14-day cure period, CONTRACTOR may submit a written request for additional time to cure the Event of Default upon a showing that CONTRACTOR has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period.

In addition to any other failure on the part of CONTRACTOR to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONTRACTOR shall include, but shall not be limited to the following: (i) CONTRACTOR'S refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONTRACTOR'S failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONTRACTOR'S and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONTRACTOR, whether voluntary or involuntary; (v) CONTRACTOR'S refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vi) CITY's discovery that a statement representation or warranty by CONTRACTOR relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONTRACTOR within forty-five (45) calendar days of CONTRACTOR'S issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONTRACTOR as provided under Section 1.4, above, shall be cured by CITY within five (10) calendar days from the date of CONTRACTOR'S Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONTRACTOR'S performance under this Agreement pending CONTRACTOR'S cure of any Event of Default by giving CONTRACTOR written notice of CITY's intent to suspend CONTRACTOR'S performance

(hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONTRACTOR shall be compensated only for those services and tasks which have been rendered by CONTRACTOR to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.

- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
 - i. Upon written notice to CONTRACTOR, CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONTRACTOR, CITY may extend the time of performance;
 - iii. CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONTRACTOR'S breach of the Agreement or to terminate the Agreement; or
 - iv. CITY may exercise any other available and lawful right or remedy.

CONTRACTOR shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- G. In the event CITY is in breach of this Agreement, CONTRACTOR'S sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONTRACTOR under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or

other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONTRACTOR in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONTRACTOR shall require all SUB-CONTRACTORS working on behalf of CONTRACTOR in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any CONTRACTOR as applies to Documents and Data prepared by CONTRACTOR in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONTRACTOR or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONTRACTOR without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONTRACTOR shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

- 6.3 FALSE CLAIMS ACT: CONTRACTOR warrants and represents that neither CONTRACTOR nor any person who is an officer of, in a managing position with, or has an ownership interest in CONTRACTOR has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., section 3789 et seq. and the California False Claims Act, Government Code section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONTRACTOR:

Trimming Land Co., Inc. (TLC)
Atten: Basilio Martinez
President/CEO
10513 Dolores Ave,
South Gate, CA 90280
Phone: 323-569-4498

CITY:

City of Huntington Park
Engineering and Public Works Dept.
655 Miles Avenue
Huntington Park, CA 90255
Attn: Janie Pichardo
Phone: (323) 584-6225
Fax: (323) 588-4577

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONTRACTOR shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with Sub-CONTRACTOR'S), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONTRACTOR: CITY reserves the right to employ other CONTRACTOR in connection with the various projects worked upon by CONTRACTOR.
- 6.8 PROHIBITED INTERESTS: CONTRACTOR warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for CONTRACTOR, to solicit or secure this Agreement. Further, CONTRACTOR warrants and represents that it has not

paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for CONTRACTOR, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California.
- 6.11 ATTORNEYS' FEES: If either Party commences an action against the other Party, either legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written

amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONTRACTOR prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: .This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONTRACTOR and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF HUNTINGTON PARK:

By: _____
John A. Ornelas,
Interim City Manager

TRIMMING LAND CO., INC. (TLC):

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

This page intentionally left blank.

EXHIBIT "A"
SCOPE OF SERVICES

1.0 General Requirements

Contractor shall provide the labor, materials, equipment, tools, services and special skills necessary to complete all the work in a timely manner that will meet the City's requirements.

All work shall be done between the hours of 7:00 a.m. and 4:00 p.m., Monday through Friday, excluding recognized holidays. No deviation shall be permitted without prior approval by the Public Works Director or designated representative. Additional scheduling may be permitted upon prior approval.

The Public Works Director or designee shall designate the Contractor's arborist to write pruning specifications for each project. All pruning specifications should include:

- Location of Trees
- Pruning Objectives
- Methods of Pruning
- Extent of Pruning (location, percentage, part size, etc.)

All pruning specifications shall be adhered to throughout the term of the contract. In addition, all pruning work shall be performed by an ISA Certified Arborist and/or ISA Certified Tree Worker or under the direct supervision of an ISA Certified Tree Worker. Preferably, the Contractor should have an ISA Certified Arborist on staff.

The work shall commence as outlined in the Contractor's proposal and as agreed to by the Public Works Director or designated representative. In the event that the Public Works Director shall be of the opinion that the work is being inadequately or improperly executed in any respect, he/she may demand that the Contractor improve or change the execution of the work in such manner as to assure proper and timely completion prior to any approval for payment.

It shall be understood that the Contractor will be required to perform and complete the proposed tree maintenance work in a thorough and professional manner. The premises shall be maintained with a crisp, clean appearance and all work shall be performed in a professional, workmanlike manner using quality equipment and materials.

The contractor shall maintain all trees in accordance to the ANSI A300 (Part 1) Tree, Shrub, and Other Woody Plant Maintenance – Standard Practices, Pruning (2012) and Best Management Practices: Tree Pruning (2012) as adopted by the International Society of Arboriculture (ISA).

The Contractor shall comply with all applicable Federal and State Occupational Safety and Health standards, ANSI Z133.1-2006 for Arboricultural Operations – Safety Requirements, Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) and other Federal Environmental Protection Agency (EPA) regulations, as well as state and local regulations.

2.0 Tree Maintenance Program Specifications

Contractor will work with the Public Works Director or designated representative to establish pruning grids citywide, and establish a pruning program with a 4-7 year trim cycle to prune at the minimum of 1,500 City owned trees a year.

Pruning of all trees shall include a tree inspection made from ground level, a pruning objective for each tree, and a specified pruning method to achieve the objective prior to the commencement of work. Pruning objectives will include line-of-sight, vertical, street light and sign clearance, risk reduction, health management, structural, aesthetics and others. Pruning methods will include cleaning, raising, canopy spread and/or height reduction, and thinning. Utility pruning, palm pruning and specialty pruning will also be performed. All pruning will be in accordance with ANSI A300 Pruning Standards and Best Management Practices set forth by the International Society of Arboriculture (ISA) and are subject to the following:

Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.

Contractor shall notify the resident(s) forty-eight (48) hours in advance of scheduled pruning.

Contractor shall provide and post “No Parking” signs twenty-four (24) hours in advance of the scheduled pruning.

Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference and annoyance to the public. The Contractor personnel shall wear identifiable uniforms to identify themselves as employees of Contractor. The work shall be performed by competent employees and supervised by an experienced, English speaking supervisor in tree maintenance operations. The Contractor shall be responsible for advance notification to the residents at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.

Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately

cease and the appropriate utility company notified. The work shall then commence in accordance with instructions from the utility company.

The Contractor shall be responsible for appropriate notification of Underground Service Alert (USA) and shall make every effort to communicate and coordinate with City personnel regarding underground public infrastructure.

No hooks, gaffs, or spurs will be used for anything other than removals or in case of an aerial rescue.

Any vine plant growing on the trees shall be removed to ground level.

Remove any extraneous metal, wire, rubber or other material interfering with the natural growth of the tree.

Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.

When pruning fungus, disease or fire blight infected limbs or fronds, all pruning tools shall be cleaned after each cut with a bleach solution.

Topping and lion's tailing shall be considered an unacceptable pruning practice and will not be utilized under any circumstances other than complete removals.

Heading cuts and/or topping will not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

The specific techniques employed shall be consistent with industry practice for the size and species of tree being pruned. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general structure of the tree or leave a large wound.

In most instances, tree foliage shall not be reduced by no more than twenty-five (25%) percent.

Provide standard tree pruning services that shall consist of the removal of dead, dying, diseased, decaying, interfering, objectionable, obstructing, weak, broken, and crossing limbs.

Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.

Tree Crew

The standard crew is three (3) men, one chipper truck, one chipper, one aerial tower and all necessary tools to perform the functions. The crew and equipment can be modified to complete any type of miscellaneous tasks including pruning specific trees requiring immediate attention prior to their scheduled prune. Trees requiring service prior to their regularly scheduled grid or annual prune to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs will be performed under the normal day crew rate at no additional cost to the contract or City. The City Engineer or designee will provide direction regarding any tree that requires service prior to the regularly scheduled maintenance.

Pruning for Street Signs, Street and Traffic Lights, and Utility Lines

During the course of work, the Contractor may be required to perform utility line, street sign, and traffic light clearance in conjunction with routine or non-routine pruning activities. The Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the Contract at no additional cost to the City.

Tree pruning for traffic clearances shall provide clearances of at least sixteen feet (16') above finish grade for moving vehicles within the traveled roadway and eight (8') for pedestrians on sidewalks in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance prunes are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the City and conform to the following:

- a. The minimum clearance under trees within the street right-of-way shall be sixteen (16') feet over the traveled road, and eight feet (8') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.
- b. Cut to laterals (just outside the branch bark ridge and collar) to preserve the natural form of the tree. Remove lateral branches at their point of origin, or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.

Crown Raising/Clearance Prune

A Crown Raising or Clearance Prune is performed when conditions within the crown of a hardwood tree are such that a certain objective needs to be met or a certain condition needs attention. A crown raising or clearance prune does not involve the detail of work found in a full prune. Crown raising or clearance pruning may consist of one or more of the following pruning types:

- a. Crown Raising: Crown Raising consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles and pedestrians. It is important that a tree have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure and to uniformly distribute stress within the tree.

Limbs

Limbs one inch (1") in diameter or greater shall be precut to prevent splitting. When there is a chance of bark tearing at the crotch, remove large limbs with three (3) cuts. Make the first cut on the underside of the branch one foot (1') to two feet (2') from the crotch. The undercut should be at least one third ($\frac{1}{3}$) of the diameter. Make the second cut one-inch (1") to three inches (3") further from the crotch than the first. The final cut is made at the crotch in a manner to favor the earliest possible covering of the wound by callus growth. Cuts shall not be made so large that they will prevent sap flow. All cut branches three and one half inches (3½") or larger in diameter shall be lowered by proper ropes to the ground. Any damage caused by dropping limbs shall be repaired within five (5) days at the Contractor's expense and to the satisfaction of City Representative. All debris resulting from tree pruning operations shall be removed from the work site on a daily basis.

Pruning Palm Trees

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters and other vegetation from the trunks of all palms listed under the Project Special Provisions Section of this RFP in a manner selected by the Contractor and approved by the City.

Tree Protection and Tree Staking

Contractor shall follow best maintenance practices to insure there is not contact to a tree with a mower, string trimmer or other mechanical devise or tool. Contractor shall insure through proper application techniques and product selection to prevent damage caused to any City tree by the application of any herbicide or other product.

Contractor shall not use string trimmers, mowers or apply herbicide within two feet (2') of any young tree. A "young tree" is a tree that has support stakes or is less than three inches (3') in diameter at standard height 54" dsh. Contactor shall mechanically remove weeds and maintain a three inch (3') layer of organic mulch applied in a circular pattern not less than (18') from the base of young trees. Mulch shall be kept a minimum of three inches (3') from the base of trees.

Trees that are determined to be damaged or destroyed by Contractor shall be removed and replaced by the Contractor at no cost to the City. Trees shall be replaced at a 1:1 ratio with a 24" box-size trees if the damaged or dead tree is less than or equal to 3¼ dsh and a 36" box-size tree if the damaged or dead tree is greater than 3¼ dsh. The species of the replacement tree(s) shall be determined by the City Representative.

All trees installed by the Contractor as a result of Contractor damage shall be installed with a pre-approved triple-staking system with trunk protection guard. Trunk protection guards are to be continually replaced when absent from the base of trees that are less than 3¼ dsh. Contractor shall guarantee the health and survival of the replacement tree and provide the care stated above, for one year from the date of replanting.

3.0 Special Provisions

Traffic Control

The Contractor shall be responsible for traffic control and safety regulations as related to any city, state, or county requirements while working on medians and/or roads. The design and operation of work zone traffic controls must comply with US Department of Transportation/Federal Highway Administration guidelines. All operations will be conducted by the Contractor to provide maximum safety for the public according to the most recent edition of the California Manual on Uniform Traffic Control Devices (CAMUTCD).

Contractor shall be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility arrow boards as necessary. The Contractor, prior to use, shall obtain City approval of all traffic safety equipment prior to use.

Illuminated arrow boards, sign stands, delineators and/or adequate cones shall be used to identify work site for vehicular and pedestrian safety. The City may, at its own discretion, specify certain times or days when closures are not allowed.

Contractor shall maintain accessibility for all emergency services, including access to fire hydrants. Contractor shall cooperate with trash collection operations and other municipal services.

Public Noticing of Tree Pruning Operations

Contractor shall be required to notify residents and/or businesses of scheduled tree pruning operations at least forty-eight (48) hours prior to the work being performed. Notifications shall be made in the form of door hangers.

City approved "No Parking" signs shall be posted on individual trees scheduled for pruning twenty-four (24) hours prior to the work being performed.

Clean Up

Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight.

Brush and debris generated by the Contractor shall be removed daily, sidewalks swept, lawns and parkways raked out, and gutters cleaned.

The City Engineer or his authorized representative, shall be the sole judge as to the adequacy of the clean-up.

Disposal of Debris

All tree branches produced as a result of the Contractor's operations under this Contract will be reduced, reused, recycled, and/or transformed. The Contractor will generate a monthly Green Waste Recycling report detailing the amount of material generated and recycled within the City.

Wood Chips:

- a. Chips generated from pruning operations within the City of Huntington Park may first be dumped at a City designated site, if authorized by City staff. The second option is disposal at the Contractors sole expense.
- b. At the direction of the City, wood waste generated from tree removals shall be chipped into pure wood chips with an even, uniform size. These chips may be dumped in specified locations in the City, if authorized by City staff. The second option is disposal at the Contractors sole expense.

Inspections

The City Engineer or designated representative, shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

Public Relations

The Contractor shall endeavor to maintain good public relations at all times with the public. All work shall be conducted in a manner which will cause the least possible interference with or annoyance to the public.

Invoices

Contractor shall be required to submit invoices on a monthly basis. Invoice format shall include but not be limited to a list of each street that tree maintenance operations took place, the address of each individual planted tree, the specie, height and trunk diameter of each individual tree. Failure to submit invoices in this format may result in non-payment until these requirements are met.

Uniforms

All employees of Contractor performing services shall be dressed in clean, unaltered uniforms with suitable company identification. No portion of the uniform may be removed while working. Contractor employees shall appear neat and well-groomed at all times.

Special Circumstances

The CITY recognizes that in addition to the routine maintenance services described in the Scope of Services (Exhibit "A"), the Contractor may be tasked to provide services that are outside the regularly scheduled activities due to emergencies, special circumstances, or any other unforeseen situation.

The Contractor will provide labor, tools, equipment, materials and supplies necessary to complete all the work described below in a timely manner that will meet the City's requirements at no additional cost to the City.

Holidays The following ten (10) days are City holidays:

| | |
|--------------------------|--------------------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Day | Veteran's Day |
| President's Birthday | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day thru January 1st |

4.0 Emergency and After-Hour Tree Service

The Contractor shall be required to provide emergency on-call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within one (1) hour during normal business hours of operation and two (2) hours outside of normal business hours of operation from the initial telephone call.

Contractor shall be required to provide twenty-four (24) hour emergency phone number and names of contact individuals upon award of Contract. Should the contact persons or their phone numbers change during the course of the Contract, those changes shall be submitted to the City within two (2) working days.

Contractor shall be required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.

5.0 Tree Removals

All tree removals shall be determined by the CITY and will be subject to the CITY's Urgency at no additional cost to the City. The Contractor shall obtain confirmation from the City Engineer or his/her designee prior to the removal of any tree.

The Contractor shall notify 844, DIG ALERT and prepare an internal work orders. The Contractor shall remove tree and hauls all debris. The Contractor shall grind stumps to a depth of at least eighteen (18") inches deep. All holes will be backfilled; as well as all debris cleaned up and hauled away. Removals shall be conducted in good workmanlike manner in accordance with the standards of the arboricultural profession.

All wood from removed from trees is the property of the City and shall be disposed of at the direction of the City Engineer or designated representative at no additional cost to the City. No wood shall be left along public right-of-way. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be tarped, or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday at no additional cost to the City.

The Contractor is responsible for marking trees so that they are easily identifiable by DIG ALERT and the Contractor. The Contractor shall be required to notify DIG ALERT at least 48 hours before stumps are to be ground out. All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of one and a half (1½') feet either side of the outer circumference of the stump, or until surface roots are no longer encountered.

Stumps should be cut low enough to the ground where grounding can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2") inches above normal ground level. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.

6.0 Tree Planting – 24-Inch Box

Planting includes the tree, stakes, ties, root barrier, complete installation and watering for one year (365 days.) Planting lists should be compiled by the Contractor and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and the workmanship.

- a. Contractor shall provide all equipment, labor and materials necessary for the planting of trees throughout the City in accordance with the specifications herein.
- b. The City will be responsible for approving marked locations and the Contractor shall notify USA prior to planting.
- c. Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.
- d. Tree shall be placed in the planting pit with its original growing level (the trunk flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil.
- e. Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it is put into the hole.
- f. Trees that are planted in parkways shall have a 4"-6" high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.
- g. Where necessary, the Contractor shall water newly planted trees, distressed trees, or other locations as directed by the City Representative.
- h. All trees shall be staked with two wooded lodge poles and two ties per pole. Minimum size of lodge poles shall be ten (10') feet long, with a one and a half (1½") inch diameter. Tree ties shall be placed at one-third (⅓") and two-thirds (⅔) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty inches (24"-30") below grade.
- i. Trunk protectors as Arbor-Guards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.

- j. In some cases, root barriers may be required. The City will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier that redirects root growth downward, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. The barrier shall be at least twelve (12") inches in depth and at a length determined by the City and placed in a circular fashion surrounding the tree's root system at no additional cost to the City.
- k. Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.
- l. All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the ANSI Z60.1-1996 Standards. Trees shall be free from pests, disease and structural defects.

7.0 Root Pruning

All root pruning shall be at the direction of City Engineer or his or her designee.

- a. Selective root pruning may be required to remove specific offending roots which interfere with the work area. When pruning out selective roots, great care shall be given to retain as much root surface as possible, including sufficient buttress root dispersal around the radius of the tree. No more than one third (1/3) of a tree's root system shall be removed. Roots shall be cut back at least four (4") inches away from new hardscape to the nearest node. Pruning cuts shall be made clean and smooth with no crushing or tearing of the remaining root.
- b. Root shaving may be required to remove a small portion of a nonessential buttress root or general root with a diameter of four (4") inches or greater. Roots will be shaved down to allow for at least two (2") inches of clearance between the root and the new hardscape. No more than one third (1/3) of a root's diameter shall be shaved off. Shaving cuts shall be made clean and smooth with no crushing or tearing of the remaining root.

GENERAL MAINTENANCE AND CLEAN UP

1. All trimmings, woodcuttings, trash, rubbish and debris shall be promptly removed from the site during normal working hours. All areas shall remain free of trash and debris.
2. All lawns, ground covers, areas around shrubs and trees next to buildings, fences, benches, sidewalks, playgrounds, sandboxes, curbs and gutters shall be kept free from weeds, little rocks, glass and debris on a continual basis.
3. Areas shall be policed and cleaned of debris and litter daily by the Contractor. Trash receptacle liners shall be replaced as needed.

4. Contractor is responsible for keeping concrete and asphalt surfaces clean and free of trash and debris on an as needed basis. All cracks in sidewalks, curbs, street gutters, and other paved areas shall be kept clean. Sidewalk and paved areas shall be swept and cleaned of any dirt or soil that might be washed from adjacent slope or planted areas.
5. All sand/play areas shall be raked and cleaned in such a manner as to eliminate broken pieces of glass, nails, or other harmful debris; the Contractor shall clean these areas daily.
6. Any eroded places shall be repaired by the replacement of topsoil to bring them back to original grade as required.
7. Contractor shall dispose of all woodcutting, weeds, leaves and other debris from the work site.
8. Upon completion of any work project, the Contractor shall remove remaining excess materials, waste, rubbish, debris, and its construction and installation equipment from the premises. Any dirt or stains caused by the work shall be removed.
9. Contractor shall empty all trash receptacles provided by the City on a daily or as needed bases during regular working hours. Contractor shall use and provide at its own expense trash liners for each trash receptacle.
10. Contractor shall provide and use all necessary signs, cones, delineations, and other traffic control devices necessary to meet D.M.V. and OSHA work area traffic control laws and regulations.

EQUIPMENT

At all times, the Contractor shall furnish and maintain sufficient labor, and equipment as necessary to perform in a professional and safe manner all work for the contract.

HERBICIDES AND PESTICIDES

1. Contractor shall be responsible for insect and disease control. Spraying shall be done by qualified, trained personnel under the supervision of a State licensed pest control operator, using recognized and approved insecticides, herbicides and fungicides. The spraying shall be done with extreme care to avoid any hazard to any person or pet in the area or adjacent areas, or any property damage.
2. Snails and slugs shall be controlled by the use of approved non-arsenical, mehaldehyde bait.
3. In no case will extremely toxic materials, such as arsenicals, parathion, TEPP, etc., be permitted.
4. Contractor shall be responsible for the control and eradication of all diseases and insects affecting all plant material.
5. Contractor shall control pests, including rodents and snails, as needed, to provide healthy environment for plants and the public.
6. All pesticides shall be applied by a State licensed pest control operator.

MAINTENANCE WORK AREAS

Salt Lake Park_
3401 East Florence Ave.

Robert Keller Park
6550 Miles Ave.

City-Owned Parking Lots
(SEE ATTACHMENT 3)

Chesley Circle
Corner of Zoe Ave & Albany

City Hall Bldg
6550 Miles Ave

Raul R. Perez Memorial Park
6208 Alameda St,

Westside Park
2061 Gage Ave.

Pacific Blvd. Planters
(14 Planters)

Dept. of Parks & Recreation
3401 E. Florence Ave

Police Dept. Bldg.
6542 Miles Ave

Freedom Park
3801 E. 61st St.

Senior-Citizen-Park
6923 Salt Lake Ave

Public Works
6900 Bissell St.

This page intentionally left blank.

EXHIBIT "B"

APPROVED RATE SCHEDULE



"EXHIBIT A"

TRIMMING LAND CO., INC. IS SUBMITTING AN PROPOSAL TO THE CITY OF HUNTINGTON PARK FOR TREE MAINTENANCE SERVICES

The Contractor proposes to furnish all materials, supplies, equipment, and/or services set forth herein, at prices indicated below:

| <u>DESCRIPTION</u> | <u>UNIT</u> | <u>COST</u> |
|---|---|---------------------|
| Grid Tree Pruning | per tree | \$ 43.00 |
| Special Request Tree Pruning (Average height of tree) | | |
| Small Trees - up to 25' | per tree | \$ 65.00 |
| Medium Trees - 25' – 50' | per tree | \$ 85.00 |
| Large Trees - 50' and taller | per tree | \$ 100.00 |
| Palm Trees specify | per tree or brown trunk height (bth) | \$ 120.00 |
| Tree Removals | | |
| Complete Tree and Stump Removal | per diameter inch (1" to 19" DBH) | \$18.00 |
| | per diameter inch (20" to 35" DBH) | \$25.00 |
| | per diameter inch (over 36" DBH) | \$35.00 or man hour |
| Tree Removal Only | per diameter inch | \$ 15.00 |
| Stump Grinding Only | per diameter inch | \$ 7.00 |
| Palm Removals – See Palm Removal Prices | | |
| Crew Rental | per man hour | \$ 65.00 |
| Emergency Call Out (3 man crew) (After work hours, holidays, & weekends) | per hour | \$ 200.00 |
| Tree Planting (Contractor provides trees, labor, and all other materials) | | |
| 15 Gallon | per tree | \$ 145.00 |
| 24" box | per tree | \$ 325.00 |
| 36" box | per tree | \$ 1,000.00 |
| 48" box | per tree | \$ 2,200.00 |
| Root Pruning | per linear foot | \$ 10.00 |
| Parkway Restoration | per man hour | \$65.00 |
| When stumps are removed and lateral roots engulf the parkway it is necessary to remove and restore the parkway. | | |

E
X
H
I
B
I
T
"
A
"



Exhibit "A" Continued
City of Huntington Park
Schedule of Compensation
Name of Contractor: Trimming Land Company Inc. (TLC)
10513 Dolores Ave. South Gate CA.90280

Fee Schedule for additional services

CLEARANCE TRIM / YOUNG TREES **PER TREE** **\$35.00**

Clearance trimming will consist of the proper height clearance on both main arterials as well as residential streets and walkways. This pruning could also be for street signs, traffic signals, and street lights. This is strictly for an immediate clearance and not pruning. Young tree pruning for correct tree structure.

CROWN REDUCTION **PER DIAMETER INCH** **\$7.50**

Pruning will include crown raising, selective thinning, dead wooding, and structural pruning. All pruning will be done in accordance with the standards set forth by the International Society of Arboriculture pruning standards and the Best Management Practice, tree pruning guidelines. Special care will be taken not to remove more than 25% of the live foliage from any single tree. Trees that potentially fall into this category are Chinese elms, Carrotwood, Ficus, Shamel ash, and other similar fast growing trees. Special projects that are time sensitive, are difficult to access or require special equipment will fall under the crew rental rate at the discretion of the City. Complete

| PALM REMOVALS | PER FOOT (bth) | |
|-------------------------------|-----------------------|---------|
| Washintonia robusta | | \$12.00 |
| Washintonia felifera | | \$20.00 |
| Phoenix canariensis | | \$27.00 |
| Phoenix dactylifera | | \$14.00 |
| Syagrus romanzoffiana | | \$13.00 |
| Archontophoenix romanzoffiana | | \$13.00 |
| Other | | \$8.00 |

CITY WIDE GPS TREE INVENTORY

Create a City wide GPS inventory for all City owned trees **\$0.00**
(An \$18,000 value)

F
E
E
S
C
H
E
D
U
L
E



EXHIBIT "A" Continued
City of Huntington Park
Schedule of Compensation
Name of Contractor: Trimming Land Company Inc. (TLC)
10513 Dolores Ave. South Gate CA.90280

Fee Schedule for additional services

LARGE TREE PRUNING

PER FOOT (Height)

Large tree pruning consists of major traffic control on main arterial streets, and safety is the number one goal. Large tree pruning work usually consists of great effort and coordination on the part of both the contractor as well as the City. This type of tree work usually involves the use of both sides of the street. The City can substitute the crew rental rate on this type of work at its discretion.

| | | |
|------------|----------|----------|
| 0-25 feet | per foot | \$165.00 |
| 26-50 feet | per foot | \$195.00 |
| 51-65 feet | per foot | \$250.00 |
| 66-75 feet | per foot | \$295.00 |
| 76 + feet | per foot | \$395.00 |

TREE PLANTING

| | | |
|-----------|----------|----------|
| 15 Gallon | Per tree | \$145.00 |
|-----------|----------|----------|

ROOT BARRIERS

| | | |
|---------|-----------|--------|
| 12"X24" | PER PANEL | \$5.00 |
| 18"X24" | PER PANEL | \$8.00 |
| 24"X24" | PER PANEL | \$9.00 |

ROOT BARRIERS

| | | |
|---------|------------|---------|
| 12"X20' | PER LINEAL | \$25.00 |
| 18"X20' | PER LINEAL | \$35.00 |
| 24"X20' | PER LINEAL | \$42.00 |

***All tree planting includes tree stakes, tree ties, and tree guard.**

ARBORIST SERVICES

PER HOUR \$85.00

These services consist of hazard tree evaluations, written reports and photographs.

Cooperative Purchasing Any public agency shall have the right to participate in any award made as a result of this contract at the same prices being offered to the City of Commerce. The City shall have no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for any placed orders and for payments to the vendor.

F
E
E
S
C
H
E
D
U
L
E

CITY OF HUNTINGTON PARK

City Council Meeting Agenda Monday, September 21, 2015

REGULAR AGENDA

PUBLIC WORKS

Item 16.

Discussion on Graffiti Removal Services

Discussion ONLY